AGENDA
REGULAR CITY COUNCIL MEETING
City Council Chambers, 333 S Green Street
Monday, August 6, 2018, 7:00 PM

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Public Comments: Any member of the public wishing to address the Council is invited to do so by signing in at the meeting entrance and, when recognized, stepping to the podium. Opportunities for Public Comment are also provided under each Individual Action Item.

5. Consent Agenda:
   Motion to Approve the Following Consent Agenda Items:
   B. Ordinance amending Chapter 13 “Motor Vehicles” Article 2, Sections 13-201, regarding the Establishment of Speed Limits of the City of McHenry Municipal Code;
   C. Ordinance amending the FY18/19 Budget, account 100.22.8300, in the amount of $14,281.12, for the purpose of purchasing a police vehicle, and the purchase and installation of police vehicle equipment;
   D. Resolution Regarding Prevailing Wage Act Compliance;
   E. Temporary License Agreement between the City of McHenry and Dyn McHenry Commons, LLC for the use of an area commonly known as 2034 and 2038 Richmond Road, McHenry, Illinois for the Jaycees Haunted House;
   F. Authorize the Mayor to execute a Letter of Intent between the City of McHenry and the Illinois Department of Transportation for Route 31 Improvements;
   G. An agreement between the City of McHenry and Fegers Subdivision for snow plowing services;
   H. Special Use Permit and Road Closure Request for “Rise up for Recovery – A Day of Hope” event to be held on Saturday, September 29, 2018 at Petersen Park;
   I. Special Event Liquor License and Street Closure Request for the Polish Legion of American Veterans;
   J. Parks Facilities/Picnic Permits;
   K. July 10, 2018 Council meeting minutes;
   L. July 23, 2018 Council meeting minutes;
   M. July 31, 2018 Council meeting minutes;
   N. Issuance of Checks in the amount of $93,420.37
   O. Payment of Bills in the amount of $356,420.75

6. Individual Action Item Agenda:
   A. Motion to adopt an Ordinance amending Chapter 12 “Licenses and Permits Generally”, Section 12-64, of the City’s Municipal Code relating to Raffles increasing the prize limit to an amount not to exceed $6,000,000.
   B. Motion to adopt an Ordinance amending Chapter 4 “Alcoholic Beverages”, Section 6-1, increasing

*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.*
the number of Class “A” liquor licenses in effect from thirty-two (32) to thirty-three (33) and the issuance of a liquor license to Tacos El Norte, located at 4318 W. Elm Street.

C. Conditional Use Permit to allow an assembly use (educational facility) with a small retail component at 1112 N. Green Street (River Place building).

7. Discussion Only Items:
   A. Development of a brewery, restaurant and public improvements on the “Miller Point” property by Lucky Girl Brewery.

8. Staff Reports.

9. Mayor and City Council Comments.

10. Executive Session.

11. Adjourn.

Any member of the public wishing to address the Council is invited to do so by signing it at the meeting entrance and, when recognized, stepping to the podium. Opportunities for public comment are provided under Public Comment and for each Individual Action Item.

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 and audio-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.
CONSENT AGENDA

TO: Mayor and City Council
FROM: John R. Birk, Chief of Police
FOR: August 6th, 2018 Regular City Council meeting
ATT: Proposed Ordinance Revisions

AGENDA ITEM SUMMARY:
Council is being asked to consider staff’s request to amend the City’s Traffic and Motor Vehicle Code, Section 13-901, Skateboards, 13-902, Snowmobiles Prohibited in City of McHenry Park Property, 13-903, Motorized Skateboards and Scooters, and 13-1008, Voluntary Settlements Regarding Certain Ordinance Violation. The purpose of these changes is to ensure consistency in the fine structure of these offenses in order to gain compliance from the community. Staff will be present to answer any questions Council may have at the meeting.

BACKGROUND:
The McHenry Police Department has seen an increase in the number of citizen complaints of subjects riding all-terrain vehicles and off-road motorcycles on the City’s roadways. As officers took active measures to enforce the ordinance related to this violation, we learned the current fine structure was not a deterrent. We also examined the other ordinances under the same article and identified the fine structures are not consistent.

The McHenry Police Department, like the City as a whole, actively seeks ways to positively affect the residents of our community. With such, police staff has taken the time to look at Ordinances 13-901, 13-902 and 13-903 as they are written in order to provide a revision recommendation.

ANALYSIS:
As it is currently established, if a subject is cited for riding an all-terrain vehicle in the public roadway they can pay a $10.00 fine within ten (10) days. The fine then doubles to $20.00 to be paid within eleven (11) to twenty (20) days of the citation; and finally, $50.00 if paid within twenty-one (21) to thirty (30) days of being cited. This small fine structure is not much of a deterrent for those who choose to violate this ordinance.

*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.*
On the other end of the spectrum, a subject cited for riding a skateboard upon a sidewalk in a commercial zoning district would receive a fine of $75.00. This is the same fine received by a subject cited for riding a snowmobile in a City park, $75.00.

The Police Department believes in lowering the fine for skateboarding on the sidewalk in a commercial zoning district to a level appropriate for the offense. Also, snowmobiling in a City park and riding an all-terrain vehicle on the public roadway are much more serious offenses that their related fines would indicate. The fine structures should be fair but appropriate enough to be a deterrent.

Therefore, the Police Department recommends changing the fine structure to the following:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>OFFENSE</th>
<th>SETTLEMENT PENALTY FOR FIRST OCCURANCE IF PAID:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>WITHIN 30 DAYS OF VIOLATION</td>
</tr>
<tr>
<td>13-901(a); 13-901(c)</td>
<td>Skateboarding</td>
<td>$25.00</td>
</tr>
<tr>
<td>13-902</td>
<td>Snowmobiling</td>
<td>$100.00</td>
</tr>
<tr>
<td>13-903(b)</td>
<td>Motorized Recreational Devices</td>
<td>$100.00</td>
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</tbody>
</table>

If a subject is issued three or more citations for a violation listed under Section 13-903(b), their motorized recreational device would be impounded and a fee must be paid. The Police Department recommends increasing the impound fee from $100.00 to the amount of $250.00.

The Police Department also recommends editing the language under Section 13-903 which defines "Motorized Skateboard" and "Motorized Scooter" in order to be clearer.

On July 17th, 2018, these revisions were presented to the Public Works Committee. The Public Works Committee unanimously approved the revisions and authorized bringing the changes before the full City Council for consideration.

RECOMMENDATION:
Therefore, if Council concurs, then it is recommended a motion be made for amending the attached Ordinance that revises Ordinances 13-901, 13-902, 13-903 and 13-1008 to clearly define Motorized Recreational Devices and adjust the fine structure for the related offenses.

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.
ORDINANCE NO. 2018 - __________


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, Article IX, Chapter 13, Section 901, Section 902 and Section 903 of the current Municipal Code provides for the regulation on the use of skateboards, the operation of snowmobiles, and the operation of motorized skateboards and scooters within the corporate limits of the City of McHenry; and

WHEREAS, it is desirous of the Corporate Authorities to amend Article IX, Chapter 13, Section 901, Section 902, Section 903 and Article X, Section 13-1008 to update the Code to clearly define motorized recreational devices and impose the appropriate fine structure for the related offenses.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Aldermen of the City of McHenry, McHenry County, Illinois, as follows:

SECTION 1: Section 13-901, Section 13-902, Section 13-903 and Section 13-1008 of the McHenry Municipal Code shall be repealed and replaced as follows:

13-901 SKATEBOARDS

A. No person shall ride a skateboard upon any sidewalk or highway located within any commercial zoning district within the City.

1. The Director of Public Works is authorized to have signs erected in such commercial zoning districts prohibiting the riding of skateboards therein.

B. No person shall ride or operate a skateboard within any City park or bike path, except at such places as may be designated by the Director of Parks and Recreation and then only in accordance with the rules, regulations and restrictions promulgated and posted.

C. Any person violating this Section shall be subject to a citation and imposition of a fine pursuant to the penalty provisions set forth in Article X of this Code.

13-902 SNOWMOBILES PROHIBITED IN CITY OF MCHENRY PARK PROPERTY
A. It shall be unlawful for any person to operate any snowmobile in any City park, on any nature trail in the City, or on any City-owned property.

1. This Section shall not apply to City employees performing their official duties.

B. Any person violating this Section shall be subject to a citation and imposition of a fine pursuant to the penalty provisions set forth in Article X of this Code.

13-03 MOTORIZED RECREATIONAL DEVICES

A. Definitions: The following words, when used in this section, shall have the following meanings:

1. **Motorized Recreational Device**, any device that has a deck or platform on which a person may stand or sit, with two or more wheels, and that is self-propelled by any type of motor or engine; This shall include all-wheeled vehicles not licensed for use on public roads, and which are powered by gas or electric motors. By way of illustration and not limitation, motorized recreational devices include all-terrain vehicles, go-carts, minibikes, and off-road motorcycles; provide, however, that the term “Motorized Recreational Device” shall not include the following:
   a. A motor vehicle (as defined in 625 ILCS 5/1-146)
   b. A motorcycle (as defined in 625 ILCS 5/1-147)
   c. A motor driven cycle (as defined in 625 ILCS 5/1-145.001)
   d. A motorized pedicycle (as defined in 625 ILCS 5/1-148.2)
   e. A Motorized wheelchair (as defined in 625 ILCS 5/1-148.3) or other device designed to transport a person with a disability.

B. Limitations on use

1. With the exception of authorized City employees and officers of the City of McHenry, United States Postal Service Employees, and other authorized governmental employees performing official business, no person shall operate or ride a motorized recreational device upon any private property within the City limits without the express consent of the property owner, or within any of the following places in the City:
   a. Private streets and rights-of-way
   b. Public streets and rights-of-way
   c. Public sidewalks
   d. Public parking lots or areas
   e. Public parks; and
   f. Any other public property not identified in this ordinance.
C. Fine; Impoundment and Redemption

1. Any person violating this Section shall be subject to a citation and imposition of a fine pursuant to the penalty provisions set forth in Article X of this Code.

2. Any person who has been issued three or more citations for violations of this Section within a 12-month period shall be required to surrender, at the time of issuance of a citation, the motorized recreational device to the police officer or other authorized official who issues the citation. The motorized recreational device shall be impounded and held by the City of McHenry Police Department and shall be returned to its owner only after one of the following sets of conditions have been met:
   a. The person against whom the citation was issued shall have paid or caused to be paid:
      1. All outstanding fines, and
      2. The fees and costs of the City in the amount of $250.00, or
   b. The person against whom the citation was issued shall have;
      1. Paid or caused to be paid all outstanding fines, and presented to the City proof that a determination of not-guilty was made for the cited offense.

13-1008 VOLUNTARY SETTLEMENTS REGARDING CERTAIN ORDINANCE VIOLATIONS

Any of the following described offenses arising under Chapter 13 of the Municipal Code, City of McHenry, Illinois, and as amended, may be settled and compromised by the offender within the time herein specified after a Notice of Violation therefore is delivered to the offender, by payment to the City the sum of money herein set forth opposite such offense:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>OFFENSE</th>
<th>SETTLEMENT PENALTY FOR FIRST OCCURANCE IF PAID:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>WITHIN 30 DAYS OF VIOLATION</td>
</tr>
<tr>
<td>13-108</td>
<td>Vehicle Sticker</td>
<td>$25.00</td>
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<tr>
<td>13-608; 13-608(a)</td>
<td>No Parking Anytime</td>
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<tr>
<td>13-609; 13-609(a)</td>
<td>Overtime Parking</td>
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<tr>
<td>13-610; 13-610(a); 13-610(b)</td>
<td>Overtime Parking</td>
<td>$25.00</td>
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<tr>
<td>13-611</td>
<td>Overtime Parking</td>
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<tr>
<td>13-613; 13-614; 13-615</td>
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<td>$25.00</td>
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<tr>
<td>13-616; 13-617; 13-618</td>
<td>Overtime Parking</td>
<td>$25.00</td>
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<tr>
<td>13-619</td>
<td>Loading Zone</td>
<td>$25.00</td>
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<tr>
<td>13-620</td>
<td>School Bus Loading Zone</td>
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<tr>
<td>Code</td>
<td>Description</td>
<td>Fee</td>
</tr>
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<tr>
<td>13-621</td>
<td>15 Minute Parking Zone</td>
<td>$25.00</td>
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<tr>
<td>13-901(a); 13-901(c)</td>
<td>Skateboarding</td>
<td>$25.00</td>
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<tr>
<td>13-902</td>
<td>Snowmobiling</td>
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<td>Motorized Recreational Devices</td>
<td>$100.00</td>
</tr>
<tr>
<td>5/11-209(h)</td>
<td>Parking, Fire Lane</td>
<td>$100.00</td>
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<tr>
<td>5/11-1301.3</td>
<td>Parking, Disabilities</td>
<td>$250.00</td>
</tr>
<tr>
<td>5/11-1303(a); 5/11-1303(b)</td>
<td>Parking, Fire Hydrant</td>
<td>$100.00</td>
</tr>
<tr>
<td>Any other parking violation not listed above</td>
<td>$25.00</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

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

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

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

Ayes:

Nays:

Absent:

Abstain:

APPROVED:

(SEAL)

Mayor Wayne S. Jett

ATTEST: City Clerk

Passed:

Approved:

Published:
CONSENT AGENDA

TO: Mayor and City Council
FROM: John R. Birk, Chief of Police
FOR: August 6th, 2018 Regular City Council meeting
RE: Revision to Speed Limit Ordinance for Green Street
ATT: Proposed Ordinance Revision

AGENDA ITEM SUMMARY:
Council is being asked to consider staff’s request to amend the City’s Traffic and Motor Vehicle Code, Section 13-201, Speed Limits Established, to remove the section listing the established speed limit on Green Street from Anne Street to Charles Miller Road at thirty (30) miles per hour. The removal of this specific wording would cause the speed limit on that section of roadway to then be established at twenty-five (25) miles per hour. Staff will be present to answer any questions Council may have at the meeting.

BACKGROUND:
The current established speed limit on Green Street from Anne Street to Charles Miller Road is thirty (30) miles per hour. The majority of buildings on this section of roadway are single family residences, with forty-three (43) homes that line the street. Almost every residential street within the City limits has an established speed limit of twenty-five (25) miles per hour.

Green Street is also home to the City’s Knox Park and Peter J. Merkel Aquatic Center. Many residents, mostly children, from the Green Valley subdivision cross Green Street to access the City’s recreational facilities. Over 9,300 visitors used the aquatic center during the 2017 season.

The McHenry Police Department, like the City as a whole, actively seeks ways to positively affect the residents of our community. With such, police staff has taken the time to look at Ordinance 13-201 as it is written in order to provide a revision recommendation.

ANALYSIS:
The City of McHenry erected a digital speed sign at for Green Street at Turnberry Drive. From January 18th, 2018 through March 20th, 2018, the sign counted approximately 169,055 vehicles travelling that section of roadway. That would mean that approximately just over 2,800 vehicles travel that section of roadway daily.

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.
Travelling northbound on Green Street from Charles Miller Road, the roadway grade increases until approximately Larkin Lane. Vehicles then travel downhill toward the entrance/exit to Knox Park/Merkel Aquatic Center and Turnberry Drive where there is a pedestrian crosswalk. While a five (5) mile per hour reduction in speed might not seem like much, it could help reduce the likelihood of a vehicle versus pedestrian crash.

According to the National Highway Traffic Safety Administration (NHTSA), speed matters when drivers need to brake. Their reaction time (how quickly they perceive a threat and then decide what action to take) takes place before drivers put their foot on the brake. Then the mechanical actions of the vehicle, the conditions of the road, the weight of the vehicle, and the condition of the tires determine how long it takes to stop. Vehicles continue to cover ground – at speed. The higher the speed, the more ground vehicles will cover during both driver’s reaction time and the actual braking time of their vehicle.

A typical reaction time to perceive a threat, such as a child running into the road, is about 3/4 of a second. Another 3/4 second is added for drivers to decide to act and move their foot to the brake pedal – that’s 1.5 seconds. At 30 mph, the distance traveled is 76 feet. Only then does the car begin to slow. On dry pavement that takes 4 1/2 seconds, traveling another 43 feet for a total distance travelled of 119 feet.

Using this scenario, a reduction in speed of just five (5) miles per hour to a vehicle travelling twenty-five (25) miles per hour, the distance travelled before stopping would be 99 feet.

Staff is respectfully recommending a revision to Section 13-201 of the City’s Traffic and Motor Vehicle Code to reduce the speed limit of Green Street between Anne Street and Charles Miller Road to 25 miles per hour.

If approved, staff will work to educate the public of the change by means of social media (ex. NIXLE, Facebook) and the City’s website. Staff would also recommend for the Public Works Department to temporarily install warning flags on the new speed limit signs. Finally, the police department would conduct extra traffic enforcement in this area with the goal of educating the public of the lower speed limit.

On July 17th, 2018, these revisions were presented to the Public Works Committee. The Public Works Committee unanimously approved the revisions and authorized for them to be brought before the full City Council for review and approval.

RECOMMENDATION:
Therefore, if Council concurs, then it is recommended that a motion be made to amend Article 2, Section 13-201 of the City of McHenry Traffic and Motor Vehicle Code to reduce the speed limit of Green Street between Anne Street and Charles Miller Road to 25 miles per hour.

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.
ORDINANCE NO. 2018 -

An Ordinance Amending Article 2, Sections 13-201 of the McHenry Municipal Code
Regarding The Establishment of Speed Limits

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, Article 2, Chapter 13, Section 201 of the current Municipal Code provides for the establishment of speed limits on all streets and highways within the corporate limits of the City of McHenry; and

WHEREAS, it is desirous of the Corporate Authorities to amend Article 2, Chapter 13, Section 201 to update the Code to reduce the speed limit of Green Street between Charles Miller Road and Anne Street;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Aldermen of the City of McHenry, McHenry County, Illinois, as follows:

SECTION 1: Section 13-201 of the McHenry Municipal Code shall be repealed and replaced as follows:

13-201 SPEED LIMITS ESTABLISHED

The speed limit on all streets and highways within the corporate limits of the City of McHenry is hereby established at 25 miles per hour, with the following exceptions:

1. The speed limit in all alleys within the corporate limits of the City of McHenry is hereby established at 10 miles per hour.

2. A speed limit of 20 miles per hour is hereby established in the following areas:
   a. All park roads;
   b. Riverside Drive from north side of Boone Creek to Pearl Street (MC-97-670);
   c. Main Street – Crystal Lake Road to Front Street;
   d. Green Street – Pearl Street to Waukegan;
   e. Oak Drive – north from Orleans Street to Prairie Avenue;
   f. Municipal Center Driveway – along the entire length (MC-91-564);
   g. Kresswood Drive – along its entire length (MC-04-843).

3. A speed limit of 30 miles per hour is hereby established in the following areas:
   a. Elm Street – IL Route 120 – from Front Royal Drive to Charles Street (MC-96-644);
   b. Front Street – Elm Street to Kane Avenue;
   c. Crystal Lake Road – IL Route 120 to Lillian Street;
d. McCullom Lake Road within the corporate limits (MC-99-722);
e. Riverside Drive – that portion of Riverside Drive which is located in the City between Orchard Beach Road and Kama Avenue (MC-97-682);
f. Municipal Drive for its entire length between Knox Drive and Green Street (MC-08-956);
g. Cunat Drive – from Bull Valley Road to Crystal Lake Road.

4. A speed limit of 35 miles per hour is hereby established in the following areas:
   a. Crystal Lake Road – Lillian Street to Bull Valley Road (MC-95-638);
   b. Richmond Road – Elm Street to a point 500 feet north of Maple Avenue;
   c. Westbound IL Route 120 – Front Royal Drive to a point 500 feet west of Beach Avenue;
   d. Eastbound IL Route 120 – Beach Avenue to Front Royal Drive;
   e. Martin Road – Ringwood Road to IL Route 120;
   f. Ringwood Road – IL Route 120 north to Shore Drive (MC-91-552);
   g. Curran Road – IL Route 120 south to the City limits (MC-05-869);
   h. Green Street – from Bull Valley Road south to the southern corporate limits (MC-95-638; MC-97-682; MC-09-992);
   i. Elm Street – IL Route 120 – from Charles Street to east property line of 2804 Elm Street (for eastbound traffic) (MC-95-644);
   j. Elm Street – IL Route 120 – from east property line of 2803 Elm Street (for westbound traffic) to Charles Street (MC-96-644).

5. A speed limit of 40 miles per hours is hereby established in the following areas:
   a. Front Street – Kane Avenue to Anne Street;
   b. Richmond Road – from a point 500 feet north of Maple Avenue to McCullom Lake Road;
   c. Curran Road – from a point located at the northeast corner of Section 32 and the northwest corner of Section 33 south to Bull Valley Road (MC-05-869);
   d. Elm Street – IL Route 120 – from east property line of 2803 Elm Street to Chapel Hill Road (eastbound traffic) (MC-96-644);
   e. Elm Street – IL Route 120 – from Chapel Hill Road to east property line of 2804 Elm Street (westbound traffic) (MC-96-644).

6. A speed limit of 45 miles per hour is hereby established in the following areas:
   a. Reserved (MC-99-722);
   b. Reserved (MC-95-638);
   c. Front Street – Anne Street to 1000 feet south of High Street;
   d. Westbound IL Route 120 from a point 500 feet west of Park Street to Dot Street;
   e. Bull Valley Road from Lawrence Parkway to IL State Route 31;
   f. Bull Valley Road from the western City limits to Crystal Lake Road (MC-87-422).

7. A speed limit of 50 miles per hour is hereby established in the following areas:
a. Front Street – 1000 feet south of High Street to south City limits.

8. A speed limit of 55 miles per hour is hereby established in the following areas:
   a. IL Route 120 – Dot Street to west City limits;
   b. Richmond Road – McCullom Lake Road to north City limits;
   c. Ringwood Road – Martin Road north to the corporate limits of the City (MC-91-552).

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

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

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

Ayes:

Nays:

Absent:

Abstain:

APPROVED:

______________________________
Mayor Wayne S. Jett

(SEAL)

ATTEST: ______________________________
City Clerk

Passed: ______________________________

Approved: __________________________

Published: __________________________
CONSENT AGENDA SUPPLEMENT

TO: Mayor and City Council

FROM: John R. Birk, Chief of Police

FOR: August 6th, 2018 Regular City Council meeting

RE: Ordinance amending the FY18/19 Budget, account 100.22.8300, in the amount of $14,281.12 and authorization to purchase of a police vehicle and vehicle equipment.

ATT: Vehicle Price Quote – Kunes Country Ford
     Equipment Estimates – Ultrastrobe Inc.
     Illinois Joint Purchasing Contract #4018503 / T7200
     Budget Amendment Ordinance

BACKGROUND:
On July 13th, 2018 Officer Popp of the McHenry Police Department was involved in a motor vehicle accident while driving his police vehicle (Squad 329). As a result of this accident, Squad 329 (2012 Chevrolet Tahoe) was damaged beyond repair.

With the nature of the work that law enforcement does, the risk of vehicle accidents is always high. In this incident, Officer Popp was involved in an accident while responding to an emergency call with his lights and siren activated. Insurance payout on the police vehicle and equipment was $26,002.04.

Squad 329 was an individually assigned vehicle that was specially equipped as the agency’s canine squad. With the loss of Squad 329 the Canine Unit has been suspended until a replacement vehicle can be obtained and outfitted.

ANALYSIS:
With the loss of Squad 329 the department immediately began the process of finding a replacement. The canine cage that was installed inside of squad 329 is specific to the make and model of that vehicle and can only be used in another Chevrolet Tahoe that is the same design. If the Canine Unit was switched to a different make and model vehicle there would be an additional expense of approximately $6,500 to replace the cage.

In order to reduce cost and downtime the best option is to reuse the existing canine cage in another Chevrolet Tahoe. Currently the department has another 2012 Chevrolet Tahoe that is assigned permanently to the department NIPAS officer. This Tahoe will be repurposed to the
Canine Unit and a replacement vehicle will be sought for the NIPAS officer as this is the most cost effective and timely option available.

The new NIPAS vehicle will be a Ford Police Interceptor utility vehicle (Explorer) rather than a Chevrolet Tahoe. The Ford utility models are available under the Illinois Joint Purchasing Contract and are significantly less than that of a new Tahoe (over $6,000).

Using the current pricing set under the Illinois Joint Purchasing Contract (Contract #4018503 / T7200) the department is able to meet the all applicable laws regarding the bid process.

In searching for a replacement vehicle two options were identified. The first option would be to purchase the vehicle under the state contract through Morrow Brother Ford (Greenfield, Illinois) who is the named contract winner for the Ford Police utility vehicle. The second option would be to search for the vehicle through a closer dealer and confirm that they would honor the pricing set for in the Illinois Joint Purchasing Contract.

A search was conducted and the department was able to locate a new 2018 Ford Police Interceptor utility vehicle at Kunes Ford in Antioch Illinois. Kunes Ford was able to meet the pricing requirements set forth in the state contract. Pricing was provided as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 black Ford Interceptor Utility AWD</td>
<td>$29,906.18</td>
</tr>
<tr>
<td>Dealer Service Fee</td>
<td>$175.94</td>
</tr>
<tr>
<td>Title &amp; Registration</td>
<td>$105.00</td>
</tr>
</tbody>
</table>

Although the sales of these vehicles is normally first come-first serve, Kunes Country Ford has agreed to hold this vehicle for McHenry pending the direction of City Council.

Finally, Council will find the attached pricing for the purchase and installation of emergency equipment for the new vehicle. The following is a breakdown of the equipment costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Equipment - Squad 329 (Ultrastrobe Inc.)</td>
<td>$8,771.04</td>
</tr>
<tr>
<td>Canine removal &amp; re-install</td>
<td>$1,325.00</td>
</tr>
</tbody>
</table>

The total cost of transferring the canine equipment into an existing police department vehicle and then purchasing a new vehicle (with equipment) is $40,283.16. With the utilization of the insurance payout of $26,002.04, the remaining outstanding balance to acquire the vehicle and equipment is $14,281.12.

RECOMMENDATION:
Therefore, if Council concurs, it is recommended that a motion be made to: (1) approve an ordinance amending the FY18/19 Budget, account 100.22.8300, in the amount of $14,281.12; (2) purchase a new 2018 Ford Police Interceptor utility vehicle for a price not to exceed $30,187.12 from Kunes Country Ford of Antioch; and, (3) purchase and install vehicle equipment for the new squad and canine unit from Ultrastrobe at a cost not to exceed $10,096.04.
**BILL OF SALE**

Salesperson: Tony Walus

<table>
<thead>
<tr>
<th>Purchaser:</th>
<th>Mchenry Police Department</th>
<th>Phone: (815) 363-2138</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co-Purchaser:</td>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td>333 Green St</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>McHenry</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td>60050</td>
<td></td>
</tr>
<tr>
<td>County:</td>
<td>McHenry</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:twalsh@cl.mchenry.il.us">twalsh@cl.mchenry.il.us</a></td>
<td></td>
</tr>
</tbody>
</table>

- New [ ] Used [x] Stock #: AT09977
- Finance [ ] Cash [x] Lease [ ]
- Anticipated Delivery Date: 07/27/2018

<table>
<thead>
<tr>
<th>Purchased</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Color</th>
<th>Miles</th>
<th>Vin Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>Ford</td>
<td>Police Interceptor Utility</td>
<td>Shadow Blue</td>
<td>1FM5K8ARXJC17202</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other Conditions of Sale:

- THE ORDERED VEHICLE MUST BE LOCATED
- Mileage on Delivery will not exceed:
- Desired trim, options, and color configuration agreed upon and attached to this buyer's order.
- Order Non-Cancelable and Deposit Non-Refundable if dealer locates vehicle and customer fails to take delivery of vehicle.

- The appraisal of the trade in(s) is based on an odometer reading of up to _______ miles, and the trade in may be reappraised if it exceeds this limit.

- No oral representations are binding unless written on this form. This document supersedes any prior agreements and representations, regarding the transaction.
- USED VEHICLE ONLY: "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."
- NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.

<table>
<thead>
<tr>
<th>MSRP/Retail Price:</th>
<th>$35,155.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount:</td>
<td>($ $5,248.82 )</td>
</tr>
<tr>
<td>Trade Allowance:</td>
<td>($ 0.00 )</td>
</tr>
<tr>
<td>Rebates:</td>
<td>($ )</td>
</tr>
</tbody>
</table>

- Cash Difference: $29,906.18

- Dealer Added Options:
  - $ |
  - $ |
  - $ |
  - $ |

- Subtotal w/ Added Options: $29,906.18
- Dealer Service Fee: $175.94
- State E-File Fee: $ |
- Sales Tax (%: Tax Rate): $0.00
- Title/License Fees: $105.00
- Payoff: $0.00

- Total: $30,187.12
- Deposit on Order: ($ )

- Additional Cash Down Due: ($ 0.00 )
- Amount Financed/Due: $30,187.12

<table>
<thead>
<tr>
<th>Purchaser Signature:</th>
<th>Date Signed: 07/27/2018</th>
<th>Time Signed: 05:16 PM</th>
<th>AM</th>
</tr>
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<tbody>
<tr>
<td>Co-Purchaser Signature:</td>
<td>Date Signed: 07/27/2018</td>
<td>Time Signed: 05:16 PM</td>
<td>AM</td>
</tr>
<tr>
<td>Dealer Signature:</td>
<td>Date Signed: 07/27/2018</td>
<td>Time Signed: 05:16 PM</td>
<td>AM</td>
</tr>
</tbody>
</table>
# Estimate

**Ultra Strobe Communications Inc**  
748 Tek Dr.

## Name / Address
City of McHenry  
Attn: Accounts Payable  
333 S. Green St  
McHenry, IL 60050

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNSM8R-265469...</td>
<td>Federal Signal CN SignalMaster 8-head rear model; 4 amber/red reflectors, 4 amber/blue reflectors</td>
<td>1</td>
<td>599.00</td>
<td>599.00</td>
</tr>
<tr>
<td>SIFZS-3076913</td>
<td>Federal Signal spectralux ILS low profile for Ford Utility with full flood</td>
<td>1</td>
<td>600.00</td>
<td>600.00</td>
</tr>
<tr>
<td>VTX609B</td>
<td>Whelen super LED light, single self contained lighthouse with 25 scan lock flash patterns, blue</td>
<td>2</td>
<td>59.95</td>
<td>119.90</td>
</tr>
<tr>
<td>VTX609R</td>
<td>Whelen super LED light, single self contained lighthouse with 25 Scan-Lock flash patterns</td>
<td>2</td>
<td>59.95</td>
<td>119.90</td>
</tr>
<tr>
<td>C-VS-1308-INUT</td>
<td>Havis console for Ford Interceptor SUV. EQUIPMENT BRACKETS MUST BE SPECIFIED AT TIME OF ORDER TO AVOID ADDITIONAL CHARGES.</td>
<td>1</td>
<td>279.99</td>
<td>279.99</td>
</tr>
<tr>
<td>C-ARM-101</td>
<td>Havis top mount arm rest with small pad external mount adjustable height</td>
<td>1</td>
<td>58.95</td>
<td>58.95</td>
</tr>
<tr>
<td>C-CUP2-I</td>
<td>Havis dual cupholder internal mount</td>
<td>1</td>
<td>36.95</td>
<td>36.95</td>
</tr>
<tr>
<td>C-MD-302</td>
<td>Havis Heavy Duty Computer Monitor / Keyboard Mount and Motion Device</td>
<td>1</td>
<td>324.95</td>
<td>324.95</td>
</tr>
<tr>
<td>C-SM-SA</td>
<td>Havis Universal Mounting Brackets For Angled Console</td>
<td>1</td>
<td>34.95</td>
<td>34.95</td>
</tr>
<tr>
<td>WK05141TU12</td>
<td>Selina window barriers VS for steel bar for Ford Utility</td>
<td>1</td>
<td>199.95</td>
<td>199.95</td>
</tr>
<tr>
<td>Removal</td>
<td>Installation of equipment</td>
<td>1</td>
<td>250.00</td>
<td>250.00</td>
</tr>
<tr>
<td>Installation of equip</td>
<td>Includes wire, connectors, standard fuses/ fuse holders, fuse block, and one 30 amp relay.</td>
<td>1</td>
<td>1,950.00</td>
<td>1,950.00</td>
</tr>
<tr>
<td>Misc install equip</td>
<td>Sound Off Intersector LED Light Kit, Black Housing W/ 1-Light &amp; Mounting Gasket, 1-Inline Flasher, 3-Custom Wedges, Clear Lens/Blue LEDs</td>
<td>1</td>
<td>149.95</td>
<td>149.95</td>
</tr>
</tbody>
</table>

## Subtotal
Sales Tax (7.75%)

## Total

**Signature**  
**Date**

Our quotes are valid for 90 days

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
<th>E-mail</th>
<th>Web Site</th>
</tr>
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<tbody>
<tr>
<td>8154791717</td>
<td>815-479-1818</td>
<td><a href="mailto:STACEY@ULTRASTROBE.COM">STACEY@ULTRASTROBE.COM</a></td>
<td><a href="http://www.ultrastrobe.com">www.ultrastrobe.com</a></td>
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</tbody>
</table>

Page 1
## Estimate

Ultra Strobe Communications Inc  
748 Tek Dr.

**Name / Address**  
City of McHenry  
Attn: Accounts Payable  
333 S. Green St  
McHenry, IL 60050

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENT2B3R</td>
<td>Sound Off Intersector LED Light Kit, Black Housing W/1-Light &amp; Mounting Gasket, 1-Inline Flasher, 3-Custom Wedges, Clear Lens/Red LEDs</td>
<td>1</td>
<td>149.95</td>
<td>149.95</td>
</tr>
<tr>
<td>MB8U</td>
<td>Laird 17' RG58U solid center conductor cable antenna kit</td>
<td>2</td>
<td>19.95</td>
<td>39.90</td>
</tr>
<tr>
<td>CMUHF58</td>
<td>Laird mini UHF male crimp on for RG58</td>
<td>2</td>
<td>6.95</td>
<td>13.90</td>
</tr>
<tr>
<td>QW800</td>
<td>Laird Antenna 806 - 896 MHz stainless</td>
<td>1</td>
<td>9.95</td>
<td>9.95</td>
</tr>
<tr>
<td>QW152</td>
<td>Antenna 152-162 MHz 1/4 wave antenna (stainless)</td>
<td>1</td>
<td>8.95</td>
<td>8.95</td>
</tr>
<tr>
<td>XT4R/B</td>
<td>Code 3 XT4 LED interior/exterior lighthouse 12/24V Red/Blue 1 UPPER 1 LOWER SIDE CARGO WINDOW AND 2 GRILL</td>
<td>6</td>
<td>49.95</td>
<td>299.70</td>
</tr>
<tr>
<td>XT4LBKT</td>
<td>Code3 XT4 universal L-bracket 90 degree</td>
<td>6</td>
<td>8.00</td>
<td>48.00</td>
</tr>
<tr>
<td>BR5000</td>
<td>Relay 75 Amp</td>
<td>1</td>
<td>49.95</td>
<td>49.95</td>
</tr>
<tr>
<td>ES100C</td>
<td>Federal Signal 100-Watt compact speaker with neodymium driver</td>
<td>1</td>
<td>149.95</td>
<td>149.95</td>
</tr>
<tr>
<td>ESB-FP1UFD</td>
<td>Federal Signal bracket for mounting ES100C speaker through existing holes in the grille of the Ford Police Interceptor Utility</td>
<td>1</td>
<td>19.95</td>
<td>19.95</td>
</tr>
<tr>
<td>IONC</td>
<td>Whelen ION series super LED, clear FOR HEADLIGHTS</td>
<td>2</td>
<td>99.00</td>
<td>198.00</td>
</tr>
<tr>
<td>ETHFSS-SP</td>
<td>Sound Off Headlight Flasher</td>
<td>1</td>
<td>42.95</td>
<td>42.95</td>
</tr>
<tr>
<td>SI240-T-IH</td>
<td>Secure Idle ignition override for new Ford Interceptor sedan and SUV</td>
<td>1</td>
<td>175.00</td>
<td>175.00</td>
</tr>
</tbody>
</table>

**Subtotal**

<table>
<thead>
<tr>
<th>Sales Tax (7.75%)</th>
</tr>
</thead>
</table>

**Total**

---

**Signature**  
Date ________

Our quotes are valid for 90 days

---

<table>
<thead>
<tr>
<th>Phone #</th>
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<td><a href="http://www.ultrastrobe.com">www.ultrastrobe.com</a></td>
</tr>
</tbody>
</table>

Page 2
## Estimate

Ultra Strobe Communications Inc  
748 Tek Dr.

### Name / Address

City of McHenry  
Attn: Accounts Payable  
333 S. Green St  
McHenry, IL 60050

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSP2000B</td>
<td>Federal Signal smart siren platinum 2000 100W, programmable sirens/light controller with noise canceling microphone</td>
<td>1</td>
<td>625.00</td>
<td>625.00</td>
</tr>
<tr>
<td>CG-X</td>
<td>Havis delay timer</td>
<td>1</td>
<td>85.95</td>
<td>85.95</td>
</tr>
<tr>
<td>C-MCB</td>
<td>Havis mic clip bracket</td>
<td>1</td>
<td>11.95</td>
<td>11.95</td>
</tr>
<tr>
<td>HLN9073B</td>
<td>Motorola mic holder</td>
<td>3</td>
<td>3.95</td>
<td>11.85</td>
</tr>
<tr>
<td>SC-1900</td>
<td>Santa Cruz adjustable steel butt plate</td>
<td>1</td>
<td>24.95</td>
<td>24.95</td>
</tr>
<tr>
<td>SC-6 #H</td>
<td>Santa Cruz universal gun lock</td>
<td>1</td>
<td>138.95</td>
<td>138.95</td>
</tr>
<tr>
<td>SC-9903</td>
<td>Santa Cruz square butt plate &quot;L&quot; bracket</td>
<td>1</td>
<td>25.95</td>
<td>25.95</td>
</tr>
<tr>
<td>EGHST5BB-12</td>
<td>Sound OF GHOST® Single Recess Mount Light, 10-16v - Black Housing/Solid Blue</td>
<td>1</td>
<td>99.95</td>
<td>99.95</td>
</tr>
<tr>
<td>EGHST5RB-12</td>
<td>Sound OF GHOST® Single Recess Mount Light, 10-16v - Black Housing/Solid Red</td>
<td>1</td>
<td>99.95</td>
<td>99.95</td>
</tr>
<tr>
<td>1K0671ITU12SCA</td>
<td>Seina single prisoner transport system 6-VS and 12-VS cargo barrier, FOR USE WITH SPT SEAT ONLY</td>
<td>1</td>
<td>1,186.90</td>
<td>1,186.90</td>
</tr>
<tr>
<td>QK0490ITU12</td>
<td>Seina Single Prisoner Rear Transport TPO Seat with Stock Seat Belts - For use W/ <em>70/30</em> SPT Unit FORD UTILITY</td>
<td>1</td>
<td>329.00</td>
<td>329.00</td>
</tr>
</tbody>
</table>

### Subtotal  
$8,771.04

### Sales Tax (7.75%)  
$0.00

### Total  
$8,771.04

Signature ___________________________ Date ____________

Our quotes are valid for 90 days

**PLEASE NOTE LIGHTBARS / PARTITIONS TAKE 6-8 WEEKS TO ARRIVE FROM ORDER DATE**

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
<th>E-mail</th>
<th>Web Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>8154791717</td>
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</tr>
</tbody>
</table>

Page 3
# Estimate

Ultra Strobe Communications Inc
748 Tek Dr.

## Name / Address
City of McHenry
Attn: Accounts Payable
333 S. Green St
McHenry, IL 60050

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>Job Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>K-9</td>
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</tbody>
</table>

## Item | Description | Qty | Price  | Total  |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal</td>
<td>Removal of equipment</td>
<td>1</td>
<td>475.00</td>
<td>475.00</td>
</tr>
<tr>
<td>Installation</td>
<td>Installation of equipment</td>
<td>1</td>
<td>850.00</td>
<td>850.00</td>
</tr>
</tbody>
</table>

Subtotal $1,325.00
Sales Tax (7.75%) $0.00
Total $1,325.00

Signature ____________________________ Date ____________

Our quotes are valid for 90 days

**PLEASE NOTE LIGHTBARS / PARTITIONS TAKE 6-8 WEEKS TO ARRIVE FROM ORDER DATE**

<table>
<thead>
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<td><a href="http://www.ultrastrobe.com">www.ultrastrobe.com</a></td>
</tr>
<tr>
<td>VENDOR NAME AND ADDRESS</td>
<td>CONSTRUCT NO:</td>
<td>Pymt Terms:</td>
<td>Delivery:</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>---------------</td>
<td>-------------</td>
<td>-----------</td>
</tr>
<tr>
<td>ROB RIDINGS, INC.</td>
<td>4018504</td>
<td>NONE</td>
<td>120 DAYS ARO</td>
</tr>
<tr>
<td>931 WEST SPRINGFIELD ROAD</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TAYLORVILLE, IL 62560-1220</td>
<td></td>
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</tr>
<tr>
<td>PRIME VENDOR: N</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CONTRACT BEGIN DATE: 03/15/18</td>
<td></td>
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</tr>
<tr>
<td>CONTACT NAME: TODD CREWS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTACT PHONE: (217) 824-2207</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTACT E-MAIL: <a href="mailto:TODDFLEET@AOL.COM">TODDFLEET@AOL.COM</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MORROW BROTHERS FORD INC</td>
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<td>NONE</td>
<td>120 DAYS ARO</td>
</tr>
<tr>
<td>RR 2 BOX 120</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>GREENFIELD, IL 62044-9626</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>PRIME VENDOR: N</td>
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<td></td>
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<tr>
<td>CONTRACT BEGIN DATE: 03/15/18</td>
<td></td>
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</tr>
<tr>
<td>CONTACT NAME: RICHIE WELLENKAMP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTACT PHONE: (217) 368-3027</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTACT E-MAIL: <a href="mailto:RICHIE@MORROWBROTHERSFORDINC.COM">RICHIE@MORROWBROTHERSFORDINC.COM</a></td>
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</tr>
<tr>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

**********NOTE**********
GOVERNMENT ENTITY MUST HAVE PRIOR APPROVAL FROM THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION.

VENDOR: MORROW BROTHERS FORD INC

| CONTRACT NO: 4018503 |

00004 COMMODITY CODE: 5012-055-0960
OPTION, 100 WATT SIREN/SPEAKER MOUNTED BEHIND GRILLE FOR ABOVE REFERENCED VEHICLE

VENDOR: MORROW BROTHERS FORD INC

| CONTRACT NO: 4018503 |

00005 COMMODITY CODE: 5012-055-0163
OPTION, IGNITION KEY SET FOR THE ABOVE REFERENCED VEHICLE. (NO REMOTE)

VENDOR: MORROW BROTHERS FORD INC

| CONTRACT NO: 4018503 |

00006 COMMODITY CODE: 5012-055-0582
OPTION, DELETE LEFT-NAND SPOTLIGHT ON THE ABOVE REFERENCED VEHICLE

* VENDOR: MORROW BROTHERS FORD INC

| CONTRACT NO: 4018503 |

00007 COMMODITY CODE: 5012-058-1029
OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF ONE (1) VEHICLE TO A LOCAL GOVERNMENTAL UNIT.

VENDOR: MORROW BROTHERS FORD INC

| CONTRACT NO: 4018503 |

00008 COMMODITY CODE: 5012-058-1046
OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF A MINIMUM OF TWO OR MORE VEHICLES TO A LOCAL GOVERNMENTAL UNIT.

VENDOR: MORROW BROTHERS FORD INC

| CONTRACT NO: 4018503 |

00009 COMMODITY CODE: 5012-052-1031
VEHICLE, UTILITY TYPE, 4-DOOR, ALL-WHEEL DRIVE, FLEX FUEL ENGINE, POLICE PURSUIT RATED

SPECIFICATIONS:
1. ALL STANDARD EQUIPMENT, NO DELETIONS
2. AIR CONDITIONING
3. RADIO - STANDARD AM/FM RADIO WITH CLOCK
4. VOICE ACTIVATED COMMUNICATION SYSTEM
5. REAR VIEW CAMERA IN CENTERSTACK
6. CRUISE CONTROL AND TILT WHEEL
7. POWER WINDOWS AND LOCKS
8. INTERMITTENT WINDSHIELD WIPERS WITH

* VENDOR OFFERS PROMPT PAYMENT DISCOUNT
00009 CONTINUED......

9. REAR WIPER DEFROSTER
10. TINTED WINDOWS
11. KEYS - KEYLESS ENTRY, SINGLE KEY FOR IGNITION, DOOR, TRUNK, AND GLOVE BOX, WITH 3 KEYS FOR EACH VEHICLE. EACH VEHICLE TO BE KEPT INDIVIDUALLY
12. MIRRORS - DAY/NIGHT REARVIEW MIRROR, HEATED FOLDAWAY POWER EXTERIOR MIRRORS
13. HEAVY-DUTY VINYL/RUBBER FLOOR COVERING
14. SEATS AND UPHOLSTERY - CLOTH FRONT BUCKET SEATS, POWER DRIVERS SEAT, VINYL SPLIT BENCH 2ND ROW SEAT
15. IGNITION SWITCH OVERRIDE - TRANSIS-
TORIZED CIRCUIT PROTECTION SWITCH STATIC DISSIPATIVE GROUNDING WIRE (TO PREVENT ELECTRONIC STATIC FEED-
BACK TO VEHICLE SYSTEM), UNIT TO BE "SECURE-IDLE" IGNITION LOCKOUT SYSTEM. UNIT SHALL DEACTIVATE STEER-
ING AND TRANSMISSION ALLOWING ENGINE TO RUN AND ELECTRICAL POWER TO THE ACCESSORY SIDE LOCKED IN "PARK" WITH KEYS REMOVED, TO BE LOCATED ON DASH OR OTHER ISP APPROVED LOCATION. CONNECTION TO BE DIRECT USING SUPPLIED CONNECTORS OR SOLDERED, NO SCOTCH LOCKS OR OTHER CONNECTORS ACCEPTABLE. A/C, HEATER, AND THE REMOTE TRUNK RELEASE SHALL REMAIN OPERABLE WHEN THE SWITCH IS ENGAGED.
16. AUTOMATIC INTERIOR DOME LIGHT DISABLED
17. ADDITIONAL "POLICE GRADE" DOME LIGHT IN CARGO AREA
18. 100 WATT SIREN/SPEAKER MOUNTED BEHIND GRILLS
19. PRE-DRILLED FRONT CORNER LAMP MODULES
20. TAIL LAMP LIGHTING SOLUTION
21. LIFTGATE LIGHTING SOLUTION
22. FRONT HEADLAMP LIGHTING SOLUTION WITH FRONT POCKET WARNING LIGHTS
23. LED SPOTLIGHT, 6", TO BE MOUNTED ON LEFT SIDE "A" PILAR (DOOR MOUNT NOT ACCEPTABLE), MAY BE DEALER INSTALLED
24. 8-85 FLEXIBLE FUEL ENGINE WITH ENGINE OIL COOLER
25. AUTOMATIC TRANSMISSION
26. WOYAK SUPPRESSION GROUND STRAPS
27. 4-WHEEL ANTI-LOCK DISC BRAKES
28. ALL-WHEEL DRIVE TRAINE

CITY/HIGHWAY MPG:
CUT-OFF DATE: TSD
DELIVERY AFTER RECEIPT OF ORDER:
90-120 DAYS
EXTERIOR COLORS INTERIOR COLORS
MEDIUM BROWN METALLIC-BU CHARCOAL BLACK
ARIZONA BEIGE METALLIC-B3
VERMILLION RHD-B4
BLUE METALLIC-PT
SHADOW BLACK-GI
SMOKESTONE METALLIC-HG
KODIAK BROWN METALLIC-J1
DARK TORREADOR RHD METALLIC-JL
<table>
<thead>
<tr>
<th>LINE/ DESCRIPTION/MFG/B</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DISCOUNT</th>
<th>UNIT PRICE</th>
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<td>CONTINUED.....</td>
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<td>NORSEA BLUE METALLIC-KR</td>
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<td>DARK BLUE-LX</td>
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<td>ROYAL BLUE-LM</td>
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<td>LIGHT BLUE METALLIC-LN</td>
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<td>SILVER GREY METALLIC-TN</td>
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<td>STEEL GREY METALLIC-UD</td>
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<td>MEDIUM TITANIUM METALLIC-YG</td>
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<td>OXFORD WHITE-YZ</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>CONTRACT NO: 4018503</td>
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<td>BRAND: FORD</td>
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<td>MODEL: P.I. UTILITY</td>
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<td>COMMODITY CODE: 5012-058-1124</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
<td>$370.00000</td>
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<td>OPTION, ADMINISTRATIVE PACKAGE FOR ABOVE REFERENCED VEHICLE. TO INCLUDE: CLOTH INTERIOR, CARPETING, SET OF 4 CARPETED FLOOR MATS, CENTER CONSOLE, DELUXE LEFT SIDE SPOTLIGHT AND EXTERIOR BADGE</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>COMMODITY CODE: 5012-058-1125</td>
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<td>OPTION, MARKED POLICE VEHICLE PACKAGE FOR THE ABOVE REFERENCED VEHICLE TO INCLUDE THE FOLLOWING EQUIPMENT:</td>
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<tr>
<td>1. LIGHTBAR TO BE IN ACCORDANCE WITH ITEM #1 OF SPECIFICATIONS FOR WARNING DEVICES FOR EMERGENCY VEHICLES, ILLINOIS STATE POLICE - JANUARY 2013</td>
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<td>2. PRISONER PARTITION</td>
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<td>3. REAR CONSOLE PLATE</td>
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<td>4. INOPERATIVE INSIDE REAR DOOR HANDLES</td>
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<td>5. INOPERATIVE REAR DOOR LOCKS</td>
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<td>6. INOPERATIVE REAR DOOR WINDOW SWITCHES</td>
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<td>7. 100 WATT SIREN SPEAKER MOUNTED BEHIND GRILL</td>
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<td>8. SIREN LIGHT CONTROLLER</td>
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<td>COMMODITY CODE: 5012-058-1126</td>
<td>1.000</td>
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<td>OPTION, PARTIALLY MARKED POLICE VEHICLE PACKAGE FOR THE ABOVE REFERENCED VEHICLE TO INCLUDE THE FOLLOWING EQUIPMENT:</td>
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<tr>
<td>1. EMERGENCY LIGHTING TO INCLUDE FRONT INTERIOR LIGHTBAR AND REAR EXTERIOR SPOILER TRAFFIC WARNING LIGHTS,</td>
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<td>2. REAR CONSOLE PLATE</td>
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<td>3. 100 WATT SIREN SPEAKER MOUNTED BEHIND GRILL</td>
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<td>4. SIREN LIGHT CONTROLLER</td>
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<td>1.000</td>
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<td>OPTION, INVESTIGATIVE POLICE VEHICLE</td>
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<td>00013</td>
<td>continues..... Package for the above referenced vehicle</td>
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<td>To include the following equipment:</td>
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<td>1. Emergency lighting to include front interior lightbar and rear exterior</td>
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<td>spoiler traffic warning lights,</td>
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<td>2. Rear console plate</td>
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<td>3. 100 Watt siren speaker mounted behind grill</td>
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<td>4. Siren light controller</td>
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<td>5. Delete exterior badge</td>
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<tr>
<td>00014</td>
<td>COMMODITY CODE: 5012-058-1090 Option, rubber floor mats (set of 4) for</td>
<td>1.000</td>
<td>SET</td>
<td>N/A</td>
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<td>above referenced vehicle.</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>CONTRACT NO: 4018503</td>
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<td></td>
<td>BRAND: WEATHER-TECH</td>
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<td>00015</td>
<td>COMMODITY CODE: 5012-058-1107 Option, install switch to deactivate</td>
<td>1.000</td>
<td>LOT</td>
<td>N/A</td>
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<td></td>
<td>frontal passenger side airbag for the above referenced vehicle.</td>
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<td></td>
<td>INSTALLATION BY DEALER IS ACCEPTABLE SWITCH BY A.I.O. ELECTRICAL</td>
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<td><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong>NOTE</strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong>*************</td>
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<td>USER MUST HAVE PRIOR APPROVAL FROM THE NATIONAL HIGHWAY TRAFFIC SAFETY</td>
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<td>ADMINISTRATION.</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>CONTRACT NO: 4018503</td>
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<td>00016</td>
<td>COMMODITY CODE: 5012-058-1108 Option, install switch to deactivate</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td></td>
<td>side-curtain rear airbags for the above referenced vehicle.</td>
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<td></td>
<td>INSTALLATION BY DEALER IS ACCEPTABLE SWITCH BY A.I.O. ELECTRICAL</td>
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<td><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong><strong>NOTE</strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong></strong>*************</td>
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<td>USER MUST HAVE PRIOR APPROVAL FROM THE NATIONAL HIGHWAY TRAFFIC SAFETY</td>
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<td>ADMINISTRATION.</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>CONTRACT NO: 4018503</td>
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<tr>
<td>00017</td>
<td>COMMODITY CODE: 5012-058-1061 Option, inoperative inside rear door</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td></td>
<td>handles for above referenced vehicle.</td>
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<tr>
<td>LINE#</td>
<td>DESCRIPTION/MPGR/BRAND</td>
<td>QUANTITY</td>
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<td>00018</td>
<td>0012-058-1002 Option, Inoperative Rear Window Switches for Above Referenced Vehicle.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>00019</td>
<td>0012-058-1003 Option, Inoperative Rear Door Lock Switches for Above Referenced Vehicle.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>00020</td>
<td>0012-058-0951 Option, Cargo Wiring Upfit Package for Above Referenced Vehicle.</td>
<td>1.000</td>
<td>LOT</td>
<td>N/A</td>
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<td>00021</td>
<td>0012-058-0952 Option, Front License Plate Bracket for Above Referenced Vehicle.</td>
<td>1.000</td>
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<td>00022</td>
<td>0012-058-0953 Option, Daytime Running Lights for Above Referenced Vehicle.</td>
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<td>0012-058-0956 Option, Roof Rack Side Rails for Above Referenced Vehicle.</td>
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<td>0012-058-1043 Option, Full Face Wheel Covers for the Above Referenced Vehicle.</td>
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<td>0012-058-1149 Option, Aluminum Wheels, Set of 4, in lieu of Standard Steel Wheels for Above Referenced Vehicle.</td>
<td>1.000</td>
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<td>LINE#</td>
<td>DESCRIPTION/MFG/BRAND</td>
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<td>CONTRACT NO: 4018503</td>
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<td>00026</td>
<td>COMMODITY CODE: 5012-058-1152 OPTION, FULL-SIZE PRISONER SEAT COVER, FOR THE ABOVE REFERENCED VEHICLE, TO BE PLASTIC COMPOSITE TO FIT OVER EXISTING SECOND ROW SEAT</td>
<td>1.000</td>
<td>EACH</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00027</td>
<td>COMMODITY CODE: 5012-058-0958 OPTION, REAR CONSOLE PLATE FOR ABOVE REFERENCED VEHICLE.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>COMMODITY CODE: 5012-058-0959 OPTION, BALLISTIC DOOR PANEL, DRIVER FRONT DOOR ONLY FOR ABOVE REFERENCED VEHICLE.</td>
<td>1.000</td>
<td>EACH</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00029</td>
<td>COMMODITY CODE: 5012-058-0960 OPTION, BALLISTIC DOOR PANELS, DRIVER AND PASSENGER FRONT DOORS FOR ABOVE REFERENCED VEHICLE.</td>
<td>1.000</td>
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<td>N/A</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00030</td>
<td>COMMODITY CODE: 5012-058-0962 OPTION, PERIMETER ANTI-THEFT ALARM FOR ABOVE REFERENCED VEHICLE.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>CONTRACT NO: 4018503</td>
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<td>00031</td>
<td>COMMODITY CODE: 5012-058-0985 OPTION, AUXILIARY REAR AIR CONDITIONING FOR ABOVE REFERENCED VEHICLE.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00032</td>
<td>COMMODITY CODE: 5012-058-1023 OPTION, PRISONER PARTITION FOR THE ABOVE REFERENCED VEHICLE STEEL PARTITION TO PROTECT OFFICER WITH PLEXIGLAS OR LEHAN SLIDING AND LOCKABLE WINDOW, PARTITION TO ALLOW FULL USE OF SIDE CURTAIN AIRBAGS, CENTER OF PARTITION TO BE RECESSED TO ALLOW GUN RACKS</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00033</td>
<td>COMMODITY CODE: 5012-058-1021</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td></td>
<td>OPTION, ROOF-MOUNTED EMERGENCY LIGHTING FOR THE ABOVE REFERENCED VEHICLE</td>
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<td>LIGHTBAR, POLICE, SINGLE-LEVEL</td>
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<td></td>
<td>RED &amp; BLUE LED PRIMARY WARNING AND LED SECONDARY LOW PROFILE, IN ACCORDANCE WITH:</td>
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<td></td>
<td>&quot;SPECIFICATIONS FOR WARNING DEVICES FOR EMERGENCY VEHICLES ILLINOIS STATE POLICE, JAN 2013 #0001&quot;</td>
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<td>MEETS SPECS: YES</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>CONTRACT NO: 4018503</td>
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<td>BRAND: WHELEN</td>
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<td>MODEL: LIBERTY II</td>
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<td>00034</td>
<td>COMMODITY CODE: 5012-058-1150</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>OPTION, FRONT INTERIOR VISOR LIGHT BAR FOR THE ABOVE REFERENCED VEHICLE</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>CONTRACT NO: 4018503</td>
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<td>00035</td>
<td>COMMODITY CODE: 5012-058-1118</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td></td>
<td>OPTION, REAR LIGHTING SOLUTION FOR THE ABOVE REFERENCED VEHICLE, TO INCLUDE LIFTGATE GLASS LIGHTS AND LIFTGATE LIP LIGHTS, RED AND BLUE LED</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00036</td>
<td>COMMODITY CODE: 5012-058-1119</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<tr>
<td></td>
<td>OPTION, EXTERIOR MOUNTED REAR PILLAR EMERGENCY LIGHTING FOR THE ABOVE REFERENCED VEHICLE, LEFT SIDE RED, RIGHT SIDE BLUE</td>
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<td>WHELEN EP34 OR EQUIVALENT</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>CONTRACT NO: 4018503</td>
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<td>00037</td>
<td>COMMODITY CODE: 5012-058-1151</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>OPTION, LOCKABLE STORAGE BOX FOR THE ABOVE REFERENCED VEHICLE</td>
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<td></td>
<td>METAL CONSTRUCTION, BLACK MATTE FINISH,</td>
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<td></td>
<td>2 STACKED SLIDING DRAWERS WITH KEY LOCKS ON BOTH DRAWERS, SECURED WITH MOUNTING PLATFORM TO ALLOW ACCESS TO SPARE TIRE, PERFORATED METAL BARRIER THAT CONTOURS TO THE VEHICLE PREVENTING ACCESS TO THE CARGO AREA,</td>
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<td></td>
<td>DIMENSIONS: 20&quot;H X 40&quot;W X 24&quot;D</td>
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<td>OPS MODEL OPC-PIU-20-42-24 OR APPROVED EQUAL</td>
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<td>MODEL: NCO-PIU-20.2-41.5-24DY</td>
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<td>MEETS SPECS: YES</td>
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<td>CONTRACT NO: 4018503</td>
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<td>BRAND: OPS-BZ STACK</td>
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<td>00038</td>
<td>COMMODITY CODE: 5012-058-1020 OPTION, FRONT PUSH BUMPER FOR THE ABOVE REFERENCED VEHICLE ALUMINUM WITH RUBBER FACE</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00039</td>
<td>COMMODITY CODE: 5012-058-1031 OPTION, DELETE LEFT SPOTLIGHT ON ABOVE REFERENCED VEHICLE.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>* VENDOR: MORROW BROTHERS FORD INC</td>
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<td>CONTRACT NO: 4018503</td>
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<td>00040</td>
<td>COMMODITY CODE: 5012-058-0935 OPTION, DELETE TAIL LAMP AND LIFTGATE LIGHTING SOLUTION ON ABOVE REFERENCED VEHICLE</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>* VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00041</td>
<td>COMMODITY CODE: 5012-058-1065 OPTION, DELETE IGNITION SWITCH OVERRIDE FOR THE ABOVE REFERENCED VEHICLE.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>* VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00042</td>
<td>COMMODITY CODE: 5012-058-0966 OPTION, DELETE AUTOMATIC INTERIOR DOME LIGHT DISABLED FOR ABOVE REFERENCED VEHICLE.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00043</td>
<td>COMMODITY CODE: 5012-058-1029 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF ONE (1) VEHICLE TO A LOCAL GOVERNMENTAL UNIT.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00044</td>
<td>COMMODITY CODE: 5012-058-1046 OPTION, DELIVERY TO LOCAL GOVERNMENT. ADD FOR DELIVERY OF A MINIMUM OF TWO OR MORE VEHICLES TO A LOCAL GOVERNMENTAL UNIT.</td>
<td>1.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>VENDOR: MORROW BROTHERS FORD INC</td>
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<td>00095</td>
<td>COMMODITY CODE: 5012-052-1022</td>
<td>15.000</td>
<td>EACH</td>
<td>N/A</td>
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<td>* VENDOR OFFERS PROMPT PAYMENT DISCOUNT</td>
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ORDINANCE NO. ORD-18-

AN ORDINANCE AMENDING THE FY2018/2019 BUDGET FOR THE
FISCAL YEAR ENDING APRIL 30, 2019

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 City of McHenry acting by and through its Mayor and City Council has
previously approved the FY18/19 Annual Budget for the Fiscal Year Ending April 30, 2019 by a
motion at the Annual City Council Meeting held on April 30, 2018; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain
line items in said Budget Ordinance as provided in Exhibit A to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of
McHenry, McHenry County, Illinois, as follows:

SECTION 1: That the amendments to the Budget Ordinance for the Fiscal Year Ending
April 30, 2019 are hereby approved in the form and content as provided by Exhibit “A” which is
attached hereto and made part hereof.

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

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

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

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

Passed this 6th day of August 2018 by roll call vote as follows:

Voting Aye:
Voting Nay:
Absent:
EXHIBIT A
The following budget items are amended by this Ordinance:

General Fund (Fund 100, Department 22, Account 8300) - $14,281.12
CONSENT AGENDA

DATE: August 6, 2018

TO: McHenry City Council

FROM: Derik Morefield, City Administrator
       David McArdle, City Attorney

RE: Resolution Regarding Prevailing Wage Act Compliance

ATT: Resolution

At the July 10, 2018 City Council Meeting, Council adopted Ordinance #MC-18-1174 requiring that, to the extent required by the Illinois Prevailing Wage Act, prevailing wages are required to be paid for public projects. However, Council made it clear that it does not agree with the requirements of the Prevailing Wage Act and directed Staff to develop a Resolution stating as much for consideration to be sent to the Illinois Department of Labor. This has been developed an attached. Note that because the Council has incorporated Prevailing Wage Act compliance as part of the Municipal Code, it is identified that annual passage of an ordinance ascertaining the prevailing wage will not be necessary.

Therefore, if Council concurs, it is recommended that a motion be made to adopt the attached Resolution Regarding Prevailing Wage Act Compliance.
A Resolution Regarding Prevailing Wage Act Compliance

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 Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Constitution of the State of Illinois;

WHEREAS, on July 10, 2018 the City adopted Ordinance Number MC-18-1174 requiring that, to the extent required by the Illinois Prevailing Wage Act (the “Act”), 820 ILCS 130.1, et. seq., prevailing wages are required to be paid for certain workers as required by the Act, prevailing wages shall be paid;

WHEREAS, the City Council in general does not agree with the Act that requires it to pay higher wages on public works projects, when the work can be constructed for less, to the benefit of the residents of the City. However, despite its displeasure with the unfunded nature of the Prevailing Wage Act mandate, the City has reluctantly complied with the Act by adoption of the above referenced Ordinance and it will also post prevailing wage information on its website and as otherwise required by the Act;

WHEREAS, Section 9 of the Act requires the City to investigate and ascertain the prevailing rate of wages in June of each year and to notify the Department of Labor of that determination by July 15 of each year, but that Section also provides that if the City body does not do that, then the “default” prevailing wage is that determined by the Department of Labor;

WHEREAS, by codification of the above-referenced ordinance in the City’s municipal code, the City now requires that the applicable prevailing wage in the City shall be as determined by the Department of Labor and shall be required in conformance with the Act; and

WHEREAS, because this is now the law of the City and will be codified as such, the City Council hereby determines that it is not necessary to pass an additional, annual ordinance ascertaining the prevailing wage because the Act provides for a default prevailing wage rate and because the City has explicitly adopted that rate.

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

Section 1: The City staff is directed to send a copy of this Resolution along with the recently adopted Ordinance No. MC-18-1174 to the Illinois Department of Labor.

Voting Aye:
Voting Nay:
Absent:
Abstain:

APPROVED:

Mayor Wayne Jett

(SEAL)
ATTEST:______________________________
Deputy City Clerk Debra Meadows

Passed:
Approved:

Z:\McHenry\Cityof\Resolutions\PrevailingWage.doc

Prevailing Wage Rates, Page 1
CERTIFICATION

I, LYNZI NEVITT, 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 ____________________, 2018, the foregoing resolution entitled A Resolution Regarding Prevailing Wage Act Compliance, was duly passed by the City Council of the City of McHenry.

The pamphlet form of Resolution No. 18-_______, including the resolution and a cover sheet thereof, was prepared, and a copy of such Resolution was posted in the City Hall, commencing on the _____ day of ____________________ 2018, and will continue for at least 10 days thereafter. Copies of such Resolutions 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 ____________________ 2018.

________________________________________
Debra Meadows, Deputy City Clerk
City of McHenry,
McHenry County, Illinois

(SEAL)
CONSENT AGENDA SUPPLEMENT

TO: Mayor and City Council  
FOR: August 6, 2018 Regular City Council Meeting  
FROM: Douglas Martin, Director of Economic Development  
RE: Temporary License Agreement between DYN McHenry Commons, LLC and the City of McHenry for the “Jaycee’s Haunted House”  
ATT:

1. Ordinance approving a Temporary License Agreement between DYN McHenry Commons LLC and the City of McHenry  
2. Location Map and Map of Units at McHenry Commons  
3. Temporary License Agreement

AGENDA ITEM SUMMARY:
Staff is seeking approval of a Temporary License Agreement between DYN McHenry Commons and the City of McHenry for approximately 2,800 square feet at 2034 and 2038 N Richmond Road in the McHenry Commons Shopping Center. The space will be used by the McHenry Area Jaycees for their 2018 Haunted House.

BACKGROUND:
Staff is seeking Council approval of a Temporary License Agreement with DYN McHenry Commons LLC. Staff has been working with the owner of the northern half of McHenry Commons, First Midwest Development Group, to find a suitable space for the Jaycees Haunted House. The City’s established relationship with First Midwest Development Group provided an opportunity to assist the Jaycees with locating space for the Haunted House in a timely manner. The proposed space consists of two units, 2,800 square feet, which will cost $3,245/month plus utilities. While the license agreement is between the City of McHenry and DYN McHenry Commons, the City will be paid in advance by the Jaycees for the total cost for use of the space.

ANALYSIS:
The identified space has an existing sprinkler fire suppression system and has plenty of on-site parking. First Midwest provided the City with a reduced lease rate to allow the Jaycees to operate their Haunted House for 2018. The City will require the Jaycees submit a certificate of insurance, as the City is required to provide insurance to the property owner. The dates of occupancy in the attached lease will need to be adjusted because the term in the agreement
commences on June 26. The dates will most likely be changed to August 15-November 15, 2018.

RECOMMENDATION:
Therefore, if the City Council concurs it is recommended that a motion be made to approve the attached Ordinance authorizing a Temporary License Agreement between DYN McHenry Commons and the City of McHenry.
ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF A TEMPORARY LICENSE AGREEMENT BETWEEN THE CITY OF MCHENRY, AN ILLINOIS MUNICIPAL CORPORATION AND DYN MCHENRY COMMONS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IN THE CITY OF MCHENRY, MCHENRY COUNTY, ILLINOIS

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, DYN McHenry Commons, LLC, (“Licensee”) holds title to 2,800 square feet of space, commonly known as 2034 and 2038 N Richmond Road (“Licensed Area”); and

WHEREAS, the City of McHenry (“Licensor”) desires to obtain a license from licensee at the Licensed Premises with the right to manage, operate and maintain a Haunted House thereon; and

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

SECTION 1: The Temporary License Agreement (“Agreement”), bearing the date of August 6, 2018 between the Licensee and Licensor is hereby approved. A complete and accurate copy of said Agreement is attached to this ordinance and incorporated herein by reference as Exhibit “A.”

SECTION 2: The Mayor and City Clerk are hereby authorized to affix their signatures as Mayor and City Clerk to said 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.

3
PASSED THIS _______ DAY OF ________________________, 2018

AYES: ____________________________

NAYS: ____________________________

ABSTAINED: ________________________

ABSENT:__________________________

NOT VOTING: ______________________

APPROVED THIS _______ DAY OF ________________________, 2018

__________________________
MAYOR

ATTEST:

____________________________
CITY CLERK
Exhibit “A”
Temporary License Agreement
McHenry Commons

McHenry, Illinois

Addresses, Dimensions, Square Feet, and Tenant Names for North Portion of Property
TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT ("License") is made as of __________________, 2018, between Dyn McHenry Commons, LLC, an Illinois limited liability company ("Licensor") and the City of McHenry, an Illinois municipal corporation ("Licensee").

1. License Area. Licensor grants to Licensee, a temporary license to use the premises depicted as the "Licensed Area" on Exhibit A consisting of approximately 2,800 square feet of space, and commonly known as 2034 and 2038 Richmond Road, McHenry, Illinois (the "Licensed Area") upon the terms of this License. The Licensed Area is located in the McHenry Commons Shopping Center ("Shopping Center"), McHenry, Illinois. Licensor has inspected the Licensed Area and determined that the Licensed Area is safe, properly designed and maintained for Licensee’s intended purposes. Licensee accepts the Licensed Area "AS IS" with no representation or warranty by Licensor as to the condition thereof and Licenser has no obligation to improve or repair the Licensed Area. Licensee may install a locking doorway in the existing wall that divides the Licensed Area, provided Licenser approves the location and plans for the same, such approval not to be unreasonably withheld.

2. Term. The Term of this License commences on June 26, 2018 and ends November 7, 2018, unless earlier revoked or terminated by Licensor as provided herein.

3. License Fee. Licensee shall pay Licenser for the Term of this License the following amounts (prorated for any partial month):
   A. a Fixed License Fee of $3,245.00 per month, in advance upon the first day of each and every month during the Term (unless the Term begins on a date other than the first of the month, in which case the first payment shall be made upon commencement of the Term). Notwithstanding the foregoing, Fixed License Fee payments shall not accrue or be due prior to July 10, 2018.

4. Use. The Licensed Area shall be used solely for the purpose of the operation of a community haunted house operating under the trade name “Jaycee’s Haunted House” and for no other purpose whatsoever.

5. Common Areas. Licenser grants Licensee the non-exclusive right to use the common areas of the Shopping Center ("Common Areas") solely for the purpose of parking and access, in common with all others entitled to use the same. Licensee’s employees shall park in areas designated by Licenser.

6. Insurance. Licensee shall carry public liability insurance on the Licensed Area and Common Areas during the Term, covering the Licensee and naming the Licenser as an additional insured with terms and conditions satisfactory to Licenser, for limits of not less than $2,000,000 for death or bodily injury for any one occurrence, $500,000 property damage insurance, and workers compensation coverage as required by law. Licensee’s insurance shall be primary and noncontributory, and will include a waiver of subrogation provision in favor of Licenser and Licensee’s officers, employees and agents, contractual liability coverage recognizing this License, products and/or completed operations liability coverage, will provide that Licenser shall be given a minimum of 10 days’ written notice by the insurer prior to cancellation, termination or change in such insurance. Licenser also shall carry all-risk insurance, for full replacement value, covering all of Licensee’s merchandise, trade fixtures and all other property of Licensee or others placed or present on or about the Licensed Area, Shopping Center and/or adjacent areas. Licenser shall provide Licenser with copies of the certificate(s) (in the form attached hereto or as otherwise required by Licensee) evidencing that such insurance is in full force and effect and stating the terms thereof upon demand. Licensee’s failure to obtain the required insurance policies or to provide Licenser with any required certificates shall not be deemed a waiver of Licensee’s obligation to provide the insurance required under this License. To the fullest extent permitted by law, Licensee and all parties claiming under Licensee release and discharge Licenser and Licenser’s officers, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by property insurance, even if caused by the negligence of Licensee and/or Licenser’s officers, employees and/or agents, and Licensee waives any right of subrogation which might otherwise accrue.

8. Waiver. To the fullest extent permitted by law, Licenser, its agents and employees, shall not be liable for, and Licensee releases and waives all claims for death or injury to person(s) and damage, loss or theft to property sustained by Licensee or any person claiming through Licensee resulting from any accident or occurrence in or upon the Licensed Area, Shopping Center and/or adjacent areas, including, but not limited to, claims arising from: (a) Licenser’s failure to keep any part of the Licensed Area, Shopping Center and/or adjacent areas in repair; (b) wind, water, or other natural element; (c) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, stairs, porches, railings, curbs, gutters, walks or pavement; (d) broken
glass; (e) the bursting, leaking, backing up or running of any tank, tub, washstand, water closet, waste or sewer pipe, downspout, drain or any other pipe or tank in, upon or about the Licensed Area, Shopping Center and/or adjacent areas; (f) the escape of steam or hot water, (g) water, snow or ice; (h) the falling of any fixture, plaster or stucco; (i) theft, vandalism, breakage, criminal acts, riot; or (j) acts or omissions of persons in the Licensed Area or any other persons, including without limitation, Licensor, its officers, employees or agents; even if caused by the negligence of the Licensor and/or Licensor’s officers, employees and/or agents. All property kept in the Licensed Area shall be at Licensee’s sole risk.

9. **Indemnification.** To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, its officers, employees and agents, from and against any and all liability, liens, claims, damages, expenses (including attorneys’ fees), fines, penalties, suits, proceedings, action and causes of action arising or related in any way to Licensee’s use of the Licensed Area, Shopping Center and/or adjacent areas, including without limitation, any death or injury to person(s) or any damage, loss or theft of property, even if caused by the negligence of the Licensor and/or Licensor’s officers, employees and/or agents.

10. **Safety and Security.** Notwithstanding any provision in this License or any law to the contrary, Licensee agrees that: (a) Licensee shall be solely and exclusively responsible for, and Licensee shall take all necessary precautions for, the safety, security and protection of Licensee and Licensee’s officers, employees, agents, vendors, contractors, customers, and invitees (and all of their property) while present on or about the Licensed Area, Shopping Center and/or adjacent areas, and (b) Licensor shall not have any duty or obligation to provide for the safety, security and protection of, or to take any precautions for, Licensee or Licensee’s officers, employees, agents, vendors, contractors, customers and/or invitees.

11. **Rules and Regulations.** Licensee, and Licensee’s employees and agents, shall comply with the Rules and Regulations attached hereto as Exhibit B, and as may be amended or supplemented from time to time by Licensor.

12. **Maintenance.** Licensee shall keep the Licensed Area in a clean, sanitary, safe condition, and good order, condition and repair. Licensee will not paint, decorate, alter or change any part of the Licensed Area, nor place any sign, awning, canopy, advertising matter, decoration, lettering or other thing of any kind on any door, window or wall of the Licensed Area without Licensor’s written approval. If Licensee fails to obtain such approval, Licensor may remove or change any of the foregoing. Licensor shall not be obligated to make repairs or replacements of any kind upon or to the Licensed Area nor any equipment, facilities or fixtures therein contained. At the expiration, revocation or termination of the Term, Licensee shall surrender the Licensed Area in good condition and repair (reasonable wear and tear excepted), with all carpets/flooring cleaned, and all installations made by Licensee removed. Licensee will not use, install, permit, hold, release or dispose of any hazardous material on, under or at the Licensed Area or the Shopping Center.

13. **Signs.** Licensee may install a single wall sign on the external front wall of the Licensed Area at Licensee’s sole cost. The exact size, color, design, and placement of such sign shall be subject to Licensor’s prior written approval, however, under no circumstances may Licensee’s exterior building signage exceed the maximum amount permitted under code without variance and/or limit the square footage available to other tenants. Upon vacating the Licensed Area, the Licensee shall remove such wall sign and restore the external wall of the Licensed Area to its original condition, at Licensee’s cost. Except as provided in this Section, no other signs shall be installed or maintained at, on, or about the Licensed Area. Licensee shall not place on any exterior door or window of the Licensed Area any signs or advertising matter. Licensee, at Licensee’s sole cost and expense, shall be entitled to install one sign panel (a "Panel") identifying the name of Licensee’s business on each side of the existing pylon sign ("Pylon") serving the Shopping Center of a size and in the position as determined by Licensor. Licensee shall submit such signage to Licensor for Licensor’s review and approval. Licensee acknowledges that it is responsible for the fabrication and installation of Licensee’s Panels, and Licensee, at Licensee’s sole cost and expense.

14. **Utilities.** Licensee shall be pay Licensor monthly for all utility charges related to the use of the Licensed Area as determined by Licensor.

15. **Late Charge.** Licensee shall pay Licensor a service charge equal to the greater of one hundred dollars or ten percent of the past due sum for any late payment. Interest shall also accrue on all past due sums at an annual rate of eighteen percent. If any check of Licensee is returned for any reason, Licensee shall pay Licensor fifty dollars as a handling charge in addition to any applicable late charge.

16. **Relocation.** Licensor reserves the right to relocate the Licensed Area any time to any location within the Shopping Center, at Licensee’s sole cost and expense.
17. **Default.** Licensor reserves the right to terminate this License or Licensee’s right to use theLicensed Area upon twenty-four hours written notice delivered to Licensee or posted on the Licensed Area if Licensee fails to perform any term contained herein, in addition to all other rights or remedies available at law or in equity. Licensee will reimburse Licensor for all costs and expenses, including reasonable attorneys' fees, incurred by Licensor related to any litigation involving this License.

18. **Limitation.** Notwithstanding any provision herein to the contrary, any liability of Licensor shall be limited to Licensor’s interest in the Shopping Center. Upon the transfer of Licensor’s interest in this License to any transferee, Licensor shall be released from any liability under this License, provided, this License shall not terminate due to any such transfer. In no event shall Licensor be liable for consequential, incidental or punitive damages.

19. **Confidentiality.** Licensee shall keep the terms of this License confidential, and shall not disclose such terms to anyone for any reason without the prior written consent of Licensor.

20. **No Lease.** Licensee agrees that no lease or other interest in land is created by this License and no foreclosure, eviction, forcible entry or detainer, or other statutory proceeding for the recovery of real property shall be required for Licensor to terminate this License and all rights of Licensee hereunder. Upon expiration, revocation or termination of the Term or Licensee’s rights hereunder, Licensee agrees that Licensee shall be deemed a trespasser.

21. **Entire Agreement.** This License contains the entire agreement between the parties, oral or written, and all prior negotiations or agreements are superseded and merged herein. This License may only be modified by a writing signed by the parties. This License is personal to, and non-assignable by, Licensee. Licensor shall not be deemed to have waived any term hereof unless such waiver is in writing and signed by Licensor, and no waiver of any violation of any term of this License shall be implied by any neglect of Licensor to enforce any remedy arising from such violation, or if such violation is continued or repeated.

22. **TERMINATION.** NOTWITHSTANDING ANY PROVISION IN THIS LICENSE TO THE CONTRARY, LICENSEE AGREES THAT LICENSOR SHALL HAVE THE OPTION OF REVOKING OR TERMINATING THIS LICENSE UPON 24 HOURS WRITTEN NOTICE DELIVERED TO LICENSEE OR POSTED ON THE LICENSED AREA, AT LICENSOR’S SOLE AND ABSOLUTE DISCRETION, WITH OR WITHOUT CAUSE. LICENSEE AGREES THAT IT IS RECEIVING ADVANTAGEOUS ECONOMIC TERMS IN EXCHANGE FOR THIS REVOCATION OR TERMINATION OPTION, THAT SUCH REVOCATION OR TERMINATION OPTION IS AN ESSENTIAL TERM OF THIS LICENSE, AND THAT LICENSOR WOULD NOT HAVE ENTERED INTO THIS LICENSE ABSENT SUCH REVOCATION OR TERMINATION OPTION.

**LICENSOR:**

**Dyn McHenry Commons, LLC**  
By:  
Its:  
Address:  
Phone:

**LICENSEE:**  

**City of McHenry**  
By:  
Its:  
Address:  
Phone:
EXHIBIT “B”

RULES AND REGULATIONS

1. Licensee shall not place or maintain any merchandise, vending machines or other articles in any vestibule or entry of the Licensed Area or outside the Licensed Area.

2. Licensee shall not permit any supplies, storage boxes or refuse emanating from the Licensed Area to accumulate in the Shopping Center areas, and be responsible for the neat, clean appearance of the Licensed Area and immediately surrounding areas. Licensee agrees to leave the Licensed Area in a neat, broom clean condition and to pay, or forfeit damage and cleaning deposit or any portion thereof as Licensor deems necessary, to restore Licensed Area to the same condition as existed before Licensee’s set-up.

3. Licensee shall store garbage, trash, rubbish and other refuse in rat-proof and insect-proof containers inside the Licensed Area and out of public view, and remove the same as directed by Licensor, at Licensee’s cost and shall be responsible for placing all garbage and refuse in designated receptacles outside the Shopping Center.

4. Any signs at the Licensed Area shall be of professional quality, stating only the name of business or reason for display, and shall be subject to Licensor’s prior approval as to size, quality, appearance, and content.

5. Licensee shall not permit food or beverages to be consumed at the Licensed Area, nor shall the sale of food or beverages be permitted.

6. Licensee shall not use, drink, serve or keep alcoholic beverages of any kind whatsoever on Licensed Area.

7. Licensee shall not permit loitering at the Licensed Area or in the Shopping Center.

8. Licensee shall not permit any sound system to be audible or any lights or objectionable advertising medium to be visible outside the Licensed Area and shall not permit the playing of any musical instruments, radio or television unless specially approved in advance by Licensor, or the use of a microphone, loud speaker, flashing or rotating lights, or permit any distraction at or about the Licensed Area.

9. Licensee shall not permit or cause odors to emanate or be dispelled from the Licensed Area.

10. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purpose by Licensor. Licensee shall not permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefore, nor permit any use of vehicles that will interfere with the use of the Common Areas.

11. Licensee shall provide Licensor with local emergency telephone numbers, local address and permanent address for Licensee.

12. Licensee shall park and cause to park all personal vehicles and those of his employees or organization in spaces in the parking lot farthest removed from the Shopping Center. No delivery vehicles, trucks, vans, trailers, or other vehicles shall be parked in the Shopping Center overnight, nor shall any delivery vehicles, trucks, vans, trailers, or other vehicles which bear Licensee’s name and/or any advertising be parked in the Shopping Center at any time.

13. Licensor retains the right to remove or cause to be removed any merchandise, display or portion of display or individual or firm which fails to comply with Licensor’s rules and regulations or for any other reason at Licensor’s sole discretion.

14. Licensee shall not solicit business or distribute advertising matters in the Common Areas and shall not “hawk” or “intercept” Shopping Center patrons nor otherwise impede the normal flow of pedestrian traffic in any manner.

15. Licensee shall be solely responsible for obtaining any licenses or permits that are required by any governmental agency or authority with respect to the Licensee’s use of the Licensed Area.

16. Licensee shall be responsible for its own security and the security of its customers at all times.

17. Licensee shall not place any load on any floor in the Shopping Center that exceeds the design capacity for it.
18. Licensee shall comply with all laws, ordinances, rules and regulations of any governmental, public, private or other authorities and agencies, including those with authority over insurance rates, with respect to the Licensed Area.

19. Licensor reserves the right from time to time to amend or supplement said rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Licensed Area and/or Shopping Center.
CONSENT AGENDA SUPPLEMENT

DATE: August 6, 2018

TO: Mayor and City Council

FROM: Jon M. Schmitt, Director of Public Works

RE: IDOT Route 31 Letter of Intent Agreement

ATT: Letter of Intent

AGENDA ITEM SUMMARY:
Staff requests City Council to consider the Mayor’s execution of a Letter of Intent between the City of McHenry and the Illinois Department of Transportation for IDOT Route 31 Road Improvements.

BACKGROUND:
At the July 23, 2018 City Council meeting, the City Council, Staff and representatives from the Illinois Department of Transportation (IDOT) discussed the reconstruction and widening of Illinois Route 31 from Illinois Route 120 to the southern City of McHenry corporate limits. City Council directed Staff to present a Letter of Intent (LOI) between the City of McHenry and IDOT for approval at a future City Council Meeting. The LOI outlines traffic signal participation, traffic signal maintenance, energy charges, parking lanes, roadway maintenance, utility relocation, roadway lighting, and pedestrian/bicycle facilities.

The non-binding LOI shall be the basis of an Intergovernmental Agreement (IGA) between the City of McHenry and IDOT. The IGA will include detailed design engineering costs for local participation and will be presented to the Public Works Committee for discussion and recommendation to the full City Council.

RECOMMENDATION:
Therefore, if Council concurs, it is recommended that a motion be made to authorize the Mayor to execute the attached Letter of Intent between the City of McHenry and the Illinois Department of Transportation for Route 31 Road Improvements.

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.
Project and Environmental Studies
IL 31 from IL 176 to IL 120
McHenry County

Concur with project scope:
__ Yes
__ No

Concur with traffic signals scope, cost, energy and maintenance costs:
__ Yes
__ No

Concur with sidewalk scope, costs, and long-term maintenance:
__ Yes
__ No

Concur with shared-use path scope, costs, and long-term maintenance:
__ Yes
__ No

Concur with roadway lighting scope, costs, and long-term maintenance:
__ Yes
__ No

Name: ________________________________

Signature: ____________________________

Title: ________________________________

Date: ________________________________

Comments:
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
Exhibit "A"

TRAFFIC SIGNAL PARTICIPATION

The cost participation associated with traffic signal installation, modernization, or relocation will be in accordance with 92 Ill. Adm. Code 544 "Financing of Traffic Control Signal Installations, Modernization, Maintenance, and Operation on Streets and Highway under State Jurisdiction."

Traffic signals may be installed only where conditions meet warrants established in the current Illinois Manual on Uniform Traffic Control Devices. If a new signal installation is warranted, it may be included within the roadway improvement.

Current IDOT policy requires that IDOT and Local Agency (ies) share the responsibility for installation, modernization, and relocation of traffic signals. The installation, modernization, and relocation of pedestrian signals associated with traffic signal improvements will also require the Department and Local Agency (ies) to share financial responsibility. The eligible share of the cost to each agency will be in proportion to the number of intersection approaches that the agency maintains. Generally, traffic signal costs are 80% Federal and 20% non-Federal based on established cost participation policy (90% Federal and 10% non-Federal for safety projects). IDOT will participate in the non-Federal portion for the State-owned legs of an intersection. At locations where all legs of an intersection are State-owned, IDOT will participate in 100% of the cost of the traffic signal installation, modernization, or relocation. Closely spaced new or modernized traffic signals within the improvement limits generally require signal coordination or hardware interconnection for the purpose of providing vehicle progression. IDOT will be financially responsible for 100% of coordination or interconnection costs.

IDOT will be financially responsible for 100% of the installation and modernization of traffic signals at ramp terminals of ramps connecting to or from a State highway.

The entire cost of installing push button ("Fire pre-emption") and emergency vehicle pre-emption equipment is the responsibility of the requesting local fire district or municipality.

The entire cost of installing, modernizing, relocating, maintaining and energizing private benefit signals is the responsibility of the private benefit agency being served by the traffic signals. However, IDOT will enter into a formal agreement for a private benefit signal installation only with the local jurisdictional or governmental agency.

It should be noted that an agency involved might voluntarily assume responsibility for another agency's share of the cost in order to expedite the installation or modernization.

When warrants are met for school crossing signals at public road intersections, the eligible share to each agency for the installation and modernization cost shall be split on a 50/50 basis or in proportion to the number of intersection approaches that each agency maintains.
TRAFFIC SIGNAL MAINTENANCE

At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will be responsible for the maintenance of the signals.

At intersections lying wholly or partially within the Corporate Limits of one or more municipalities, IDOT will assume the following costs for the maintenance of traffic signals on State highways within municipalities:

(A) The total costs for all signals at the intersections of two or more State highways.
(B) The total costs for all signals at the intersections along State highways that have an average daily traffic in excess of 35,000 vehicles per day as shown on the latest published edition of the traffic volume (AADT) map. The District Engineer will determine the limits of this section within the municipality.
(C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.
(D) At all other intersections IDOT and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches that they maintain.

ENERGY CHARGES

The division of financial responsibility for the energy charges will be as follows:

(A) At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will pay the energy charges for the operation of the signals.
(B) At intersections lying wholly within the Corporate Limits of a municipality, IDOT and the municipality will share the energy charges according to the proportionate number of intersection approaches maintained by each agency.
(C) At intersections lying partially within the Corporate Limits of one or more municipalities, the municipalities will be responsible for the energy charges.

Traffic Signal Master Agreements, consummated by IDOT, give municipality defined maintenance and energy responsibilities required for the operation of traffic signals. New traffic signal improvements shall contain maintenance and energy provisions in the improvement agreement adding the new traffic signals to said Master Agreement. Existing traffic signals to be modernized or relocated, shall contain maintenance and energy provisions in the improvement agreement indicating traffic signal maintenance and energy responsibilities for given traffic signal(s) shall continue to be as outlined in the Master Agreement. Certain circumstances, such as jurisdictional transfers of roadway segments affecting signalized intersections with the improvement limits, could result in a revision to maintenance and energy responsibilities contained in the Master Agreement for a given traffic signal(s). An amendment to the Master Agreement would be required.

IDOT does not share in maintenance costs for school crossing signals unless specified otherwise in the Master Agreement or if the school crossing signals are installed at public road intersections for which the maintenance costs shall be shared in proportion to the number of intersection approaches that each agency maintains.
PARKING LANES

If a new parking lane is added, IDOT will participate in 50% of the cost if the ADT is greater than 5,000 vehicles per day and if the pavement composition and lane width meets the IDOT criteria. The municipality would assume the total cost (100%) of the parking lane if the pavement composition or lane width does not meet IDOT criteria or if the ADT is less than 5,000 vehicles per day.

If an exclusive existing parking lane requires resurfacing, IDOT will participate in 50% of the milling and resurfacing costs for parking with lane widths equal to or less than the adjacent travel lanes. The municipality will assume the total cost (100%) of the milling and resurfacing costs for that portion of the parking that is greater than the width of the adjacent travel lane. The municipality will also assume 100% of any base repair cost for the entire width of the existing parking as well as any patching and curb and gutter repairs. If the municipality declines to participate, a very minimal amount of resurfacing would be done IDOT expense. (Minimal amount of resurfacing is defined as a taper across the parking lane ranging from approximately 1 1/2 inch thick adjacent to the through lane to 1 inch or less adjacent to gutter line).

IDOT will assume the total cost (100%) associated with the milling and resurfacing of parking lanes when parking is eliminated during one or more peak hours.

The municipality is responsible for the total cost (100%) of reconstructing existing parking and any adjacent curb and gutter.

The State will not consider an Improvement of a State-maintained highway unless the proposed parking or existing parking adjacent to the traffic lanes is parallel parking except as provided under Chapter 95 1/2 Art. 11-1304(c) (Illinois Revised Statutes).

Parking prohibition ordinances will be required through areas where there are no parking lanes.

ROADWAY MAINTENANCE

The State will assume the maintenance cost associated with the through traffic lanes, turning lanes, and the curb and gutter adjacent to these traffic lanes. The municipality will assume the maintenance cost associated with all other facilities including but not limited to items such as storm sewers, parkways, exclusive parking lanes, curb and gutter adjacent to the parking lanes, sidewalks, landscape features, appurtenances, etc.

UTILITY RELOCATION

Municipal utilities, installed by permit and requiring relocation, will be relocated at no expense to the Department.

Municipal utilities installed prior to the Department's assuming maintenance of the roadway will be relocated, if required, at IDOT expense.

The cost of any improvement to, or betterment of municipal utilities, would be the entire financial responsibility (100%) of the local agency.
ROADWAY LIGHTING

Existing highway lighting that is owned and maintained by the municipality, will be relocated and upgraded to current standards. New lighting, proposed by the municipality, may be incorporated into the total improvement plans.

The cost of the above work would be the entire financial responsibility of the local agency.

PEDESTRIAN AND BICYCLE FACILITIES

Sections 17 Bicycle and Pedestrian Accommodations and 48-2-04 Sidewalks of the IDOT Bureau of Design and Environment Manual establish the criteria to determine pedestrian and bicycle needs. Maintenance responsibilities as well as State and local agency participation toward the cost of these facilities included as part of a roadway construction contract on a State route shall be in accordance with Sections 5-03 and 5-05 of the Bureau of Design and Environment Manual as follows.

Maintenance Responsibilities — The Municipality will maintain any new or replacement sidewalks the Department provides in conjunction with the highway improvement project, excluding those constructed on structures. The Municipality will also maintain any bicycle paths associated with the State highway project other than that portion of the bicycle path carried on State structures. The State will assume the maintenance responsibilities for On-Road Bicycle Lanes or Wide Outside Lane and Widened Shoulders constructed as bicycle accommodations.

Cost Participation

1. New and Deteriorated Sidewalks — Use the criteria in Chapters 17 and 48 to determine the warrants for sidewalks. If these criteria are met and the Local Agency agrees to maintain the sidewalks, proportion the improvement costs associated with new or deteriorated sidewalks as follows:

   a. New Sidewalks — “Proportion the cost between the State and Local Agency at 80/20 for new sidewalks within the project termini or for short distances outside the project termini as may be required to connect sidewalks to significant pedestrian generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for sidewalk construction.

   b. Deteriorated Sidewalks — The Local Agency will pay 100% of the cost to remove existing deteriorated sidewalks. Proportion the cost 80/20 between the State and Local Agency for deteriorated sidewalk replacement when associated with a highway project. Local Agency will pay 100% of the cost of decorative sidewalks.

   c. Sidewalk Removal and Replacement — The State is 100% financially responsible for removing and replacing existing sidewalks if such a need is caused by the construction of an IDOT highway improvement.

2. Bicycle Accommodations — Use the criteria in Chapter 17 to determine the warrants for bicycle accommodations. If these criteria are met and the Local Agency agrees to maintain the bicycle accommodation as appropriate, proportion the improvement costs associated with the bicycle accommodations as follows:
a. On-Road Bicycle Lanes — Proportion the cost 80/20 between the State and Local Agency for the construction of new on-road bicycle lanes as indicated by the facility selection criteria contained in Chapter 17.

b. Wide Outside Lanes and Widened Shoulders — The State will pay 100% of all costs for wide outside lanes or widened shoulders indicated for bicycle accommodation.

c. New Paths — Proportion the cost 80/20 between the State and Local Agency for construction of new paths within the project termini or for short distances outside the project termini as may be required to connect paths to significant bicycle traffic generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for path construction.

d. Path Removal and Replacement — The State is 100% financially responsible for removing and replacing existing paths if such a need is caused by the construction of an IDOT highway improvement.

e. Adjustment of Existing Paths — If an existing path requires adjustment due to an IDOT Improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement in accordance with IDOT path criteria. The Local Agency is 100% financially responsible for path adjustments that are caused or initiated by a work request from the Local Agency.

f. Paths Above and Beyond Selection Criteria — If facility selection criteria for side paths are not met and the Local Agency still requests side path installation, the Local Agency is 100% financially responsible for all costs for installation of the path above those costs for the improvement identified in the selection criteria, including any necessary right-of-way and construction.

g. Paths on Structures — The State will pay 100% of all costs for bicycle and pedestrian accommodations on structures and approaches. The Local Agency will pay 100% of the cost difference of a separate bicycle and pedestrian structure if bicyclists and pedestrians could have been safely accommodated on the roadway structure, or request grade separation when at-grade crossings are considered safe.

3. Utility Adjustments and Other Items — Proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments as defined in Chapter 6, Section 6-1.03 of the BDE Manual, as well as pedestrian barriers, retaining walls, and other collateral items that are required solely for pedestrian and bicycle accommodations not necessitated by the IDOT project. The Local Agency is responsible for 100% of the costs for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are not required solely for the pedestrian and bicycle accommodations.

4. Right-of-Way — Proportion the cost 80/20 between the State and Local Agency for right-of-way if acquired solely for sidewalk construction. Also, the Local Agency will pay 100% of the construction costs for sidewalks associated with the construction of on-system parking not necessitated by the IDOT project. The State will pay 100% for right-of-way if additional right-of-way is required to construct an IDOT-proposed highway cross section.

5. Local Agency Does Not Accept Maintenance Responsibilities — If the Local Agency does not agree to maintain the sidewalk, the State will not construct it, even if it is
warranted. However, the State will take reasonable actions to not preclude future additions of sidewalk at such locations.

6. Local Agency Does Not Choose To Participate — If the local agency chooses not to participate financially in the bicycle or pedestrian accommodation, the Department will request that that local agency pass a local resolution indicating their non-participation and have this noted in the Phase I Project Report.

ADDITIONAL WORK

IDOT would be receptive to considering additional highway related work items suggested and paid for by the local agency for incorporation within the improvement, provided that the additional work items would not delay the implementation of the project. Such items could include lighting, over-size storm sewer, utilities, emergency vehicle pre-emption equipment etc.

The local agency may be expected to provide plans, specifications, and estimates for such additional work that is requested to be incorporated into the contract plans for the State-owned portion of the project. Said plans and specifications shall be of such quality to facilitate inclusion in the contract package and shall be available in a timeframe consistent with anticipated contract processing schedules and deadlines.
CONSENT AGENDA SUPPLEMENT

DATE: August 6, 2018
TO: Mayor and City Council
FROM: Jon M. Schmitt, Director of Public Works
       Carolyn Lynch, Finance Director
RE: Snowplowing Services for Fegers Subdivision
ATT: Fegers Subdivision Map

AGENDA ITEM SUMMARY:
Staff requests City Council to consider Fegers Subdivision Homeowners Association’s request for 2018/19 city snowplowing services.

BACKGROUND:
The Public Works Street Division has snow plowed the Fegers Subdivision for more than thirty years at the request of the Fegers Subdivision Home Owners Association. The subdivision is located north of St. Patrick’s Church Cemetery off of Washington Street; it includes a portion of Green Street, a portion of Court Street, Green Street, 2nd Avenue and 3rd Avenue (See attached map). The Fegers Subdivision is located outside of city limits in unincorporated McHenry County. For the 2018/19 winter season, the Fegers subdivision has once again requested city snowplowing services.

ANALYSIS:
Staff recommends charging a per pass fee per snow/ice event at $174.00 per pass. The per pass rate is based on overtime at $83/hour; dump truck with snow plow at $54/hour (Federal Emergency Management Agency (FEMA) schedule of equipment rates); and salt at $17/pass (300 lbs/lane mile). The per pass fee will be billed monthly using the following fee structure: 0-2 inches of snow = 1 pass; 3-5 inches of snow = 2 passes; 6-8 inches of snow = 3 passes; 9-10 inches of snow = 4 passes; and 11-12 inches of snow = 5 passes.

RECOMMENDATION:
Therefore, if Council concurs, it is recommended that a motion be made to provide city snowplowing services for Fegers Subdivision, as presented.
CONSENT AGENDA SUPPLEMENT

DATE: August 6, 2018

TO: Mayor and City Council

FROM: Bill Hobson, Director of Parks and Recreation

RE: Rise Up for Recovery – A Day of Hope Event and 5K

ATTACHMENTS: Event Request Letter
Under Armour Support Letter
Special Use Application
Proposed 5K Map Route

AGENDA ITEM SUMMARY:
The city staff and administration have met with organizers of a proposed new event entitled “Rise Up for Recovery – A Day of Hope” to be held at Petersen Park on September 29, 2018 from 8am – 2pm. The event would kick-off with a 5K that would require closure of Lakewood Road for approximately 15 minutes. Runners would return to Petersen Park where the awareness event would kick off, including guest speakers and followed by live music. There would also be food trucks and bounce houses brought into the park for the event as outlined in the Special Use Permit application. As a matter of information, the Special Use Permit application was submitted electronically and, as such, does not have a signature. If approved, this would be required prior to the issuance of a Special Use Permit.

BACKGROUND:
The proposed new event is centered on awareness of addiction and support for those suffering addiction. Heroin is Killing My Town is a nationally recognized 501C3 that initially began in Boston. They have outlined the event and provided a support letter that is attached. There is now a Midwest chapter that is responsible for organizing the proposed event. Under Armour has signed onto the event as a major sponsor and has also provided a support letter that is attached.

The event itself is very straightforward. The 5K would begin on Lakewood Road at 8am and proceed down the Prairie Path, to Orleans Street to Oak Dr to Prairie to Beach to Shore and
finishing in Petersen Park. Aside from the start of the race and the brief closure, no other streets will require closure. There will have to be some management of the intersections, particularly at Oak and Prairie, Meadow and Prairie and at Meadow and Shore.

As the runners return to the beachfront, the final substantial portion of the event will begin with a variety of speakers on stage. The group will be bringing bounce houses, tents and food trucks into the park. The day will conclude with a live band on stage. The band has not been identified yet. The entire event is planned to be wrapped up by 2pm. The remainder of the afternoon would be utilized to breakdown the event. There will be no alcohol present at this event.

ANALYSIS:
The event is fairly self-sufficient and, aside from the assistance with the 5K, there is not a substantial amount that is required from the city staff. Anticipated attendance is listed at less than 500 people. The reservation will be charged as a non-resident not-for-profit amount of $270.

RECOMMENDATION:
Therefore, if Council concurs, it is recommended a motion be made to approve the Special Use Application for the use of Petersen Park Beach for the Rise Up for Recovery – A Day of Hope Event from 8am – 2pm on September 29, 2018 and to close Lakewood Avenue from 500 feet west of Petersen Park Road to the Prairie Trail entrance adjacent to Petersen Park Road from 8:00 – 8:15am to allow for the start of the 5K race.
July 20, 2018

Wayne S. Jett
Mayor - City of McHenry
333 S. Green St.
McHenry, IL 60050

RE: Recovery Month: Rise Up for Recovery - A Day of Hope Event

Dear Mayor Jett:

Thank you for your support on bringing the above referenced event to your community. This is to provide you with an overview and scope of what the event will entail.

The event intends to reinforce the idea that no-one need feel shame or disgrace because they have the disease of addiction by showing the community that addiction can be overcome. Those of us who have achieved long term recovery are happy, healthy and contributing members of our community. By being visible we can assist those still struggling to overcome their fears to reach out for help. This event also presents an opportunity to help the wider community understand that substance use disorder and drug overdose is a social issue and no-one is immune to drug harm. The number of fatalities from overdose is growing and this event is a chance to show support to our communities and our friends further facilitating community support in response to the opioid epidemic.

The scope of the event will include the 5K kickoff, guest speakers by community leaders, people in recovery, live music, and resources that align with the 4 pillars of reversing the opioid epidemic by improving access to education, prevention, treatment, and recovery support services as well as increased access to the overdose reversing drug, Naloxone. All proceeds raised will be returned to McHenry County to assist individuals within this region seeking treatment for substance use disorder. We will need to partner with the City for the following services during the event: Police, CSO, and Fire Department detail.

I hope this covers all the information you have requested, but if you have any questions, please don’t hesitate to contact anyone on the Midwest Team or me directly.

Sincerely,
Dina Favreau
President & CEO
Rise up for recovery, A Day of Hope

To Whom it may concern,

On September 29, 2018, Under Armour, INC. will be participating in and sponsoring a 5K walk / run in order to support the McHenry County Community Day of Hope Event. The said event and terms agreed to will take place at Peterson Park, McHenry, IL.

Under Armour, through our Regional Director West Coast, Tara Stewart and the Greater Chicago District, will participate through:

- Organizing participants sign up of the race
- Creating race bibs / runner identification with UA logo
- Organizing race day packet pick up, bags and various collections of race day swag (details still to be determined)
- Appropriate race awareness marketing through social, vendor sponsors and other support with the event
- Various volunteer (non-paid) support of planning, setup and take down for the event

All proceeds raised will go to Heroin is Killing My Town; Non-Profit Organization. It is required that respectful representation of Under Armour and the team are abiding by Under Armours Protect This House Policies and Procedures at all times. The Under Armour Logo, assets and marketing will only be used with approval from Tara Stewart or a volunteer from Under Armour.

I am looking forward to kick off and support our 1st Annual Rise Up and RUN for Recovery 5K!

Tara Stewart

Regional Director, West Coast Brand and Factory House – Retail Corporate

1020 Hull Street
Baltimore, MD 21230
Cell: (443) 525-1571

THE WORLD’S LARGEST FITNESS COMMUNITY.
AVAILABLE NOW ON iOS & ANDROID

July 2018
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: 7/27/2018

Rental Date: 9/29/2019  Rental Time: 8am - 2pm

Name of Applicant: Sheree Stilwell  Date of Birth:

Group/Organization (if applicable): Heroin is Killing My Town - Midwest Group

Address: 316 Greenfield Road  City/State/Zip: Shorewood, IL 60404

Home Phone: 815-263-3689  Cell Phone:

Personal Email: shereestilwell@comcast.net

Event Title/Activity: Rise Up for Recovery - A Day of Hope  Attendance: 200-500

List all activities to be held: 5K walk / run - Band - exhibit awareness - wellness fair

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  ☐ Beer  ☑ Wine  ☐ 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: TBD

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  TBD

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

DAMAGE DEP: Credit Card Number:  Explication:  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 or 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:
CONSENT AGENDA

DATE: August 6, 2018

TO: McHenry City Council

FROM: Mayor Wayne Jett, Jr.

RE: Special Event Liquor License

ATT: Application

The Polish Legion of American Veterans Post 188 requested a Special Event Liquor License and street closure (from 120 to the northern property limit of 1304 Park Street) for the holding of their annual picnic at 1304 Park Street (post property). This is an annual event for which the PLAV has received approval in the past, and there have been no incidents as part of the event. This year’s event will be held on Sunday, August 5th from 12:00pm until 6:00pm.

Due to the fact that the next City Council Meeting occurs after the date of the proposed event (Monday, August 6th), the request was reviewed administratively and, based on previous approval by City Council and no past issues, was approved. However, the request is being brought before Council for formal approval as a matter of record.
SPECIAL EVENT LIQUOR LICENSE APPLICATION  
CITY OF MCHENRY  
(A special event liquor license may also be required by the State Liquor Control Commission)  
www.state.il.us/lcc

FEE $25.00

APPLICATION DATE 7/17/2018

1. COMPANY OR ORGANIZATION: PLAY POST 188

ADDRESS: 1304 PARK ST  
CITY: MCHENRY

PHONE NUMBER: 815-354-3247  
EMAIL: R.P.H.2UHY.5Y.A.COM

TYPE OF BUSINESS OR ORGANIZATION: VETERANS ORG.

2. LICENSE APPLICANT: ROBERT ZARAY  
DATE OF BIRTH: 11-06-47

ADDRESS: 3321 VENICE LN  
CITY: MCHENRY  
60050

TELEPHONE NO.: 815-354-3247  
EMAIL: R.P.H.2UHY.5Y.A.COM

3. LOCATION WHERE SPECIAL EVENT HELD: 1304 PARK ST  
(non-residential premises only)

4. OWNER OF LOCATION WHERE SPECIAL EVENT HELD:

OWNER'S ADDRESS: 1304 PARK ST  
CITY: MCHENRY

TELEPHONE NUMBER:

5. DATE(S) OF EVENT: 5/4/15  
HOURS: 12:01AM TO 6:00AM  
(not more than 3 days)

6. TYPE OF ALCOHOL TO BE SERVED:  
BEER  WINE  LIQUOR

7. NO UNDER-AGED OR INTOXICATED PERSON(S) SHALL BE SERVED ANY ALCOHOLIC BEVERAGES.

8. DRAM SHOP INSURANCE TO THE MAXIMUM LIMIT MUST BE OBTAINED AND A CERTIFICATE OF INSURANCE NAMING THE CITY OF MCHENRY AS ADDITIONALLY INSURED SHALL BE ATTACHED TO THIS APPLICATION.

AFFIDAVIT

ROBERT ZARAY

hereby states that the City of McHenry shall not be held liable for any occurrence, loss, damage, or injury as a result of this event. Person or persons to whom this license has been issued shall hold the City of McHenry harmless in connection with any and all claims arising as a result of the consumption of alcoholic liquor or as a result of the issuance of this license.

The undersigned certifies that they will not violate any of the laws of the City of McHenry, of the State of Illinois, or of the United States of America, in the conduct of this Special Event Liquor License and that the statements contained in this application are true and correct in the best of his/her knowledge and belief. The undersigned is aware that state liquor licensing approval is required for this license.

SUBSCRIBED and SWORN to before me this 7/17/2018.

Debra Meadows  
Notary Public

DATE ISSUED 7/17/2018  
LICENSE NO. 18-SEL-008

EFFECTIVE DATE(S) 8/15/2018

2016
CONSENT AGENDA SUPPLEMENT

DATE: July 23, 2018
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 JULY 23, 2018

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>07/29/18</td>
<td>Jani Straley</td>
<td>4301 Parkway Avenue</td>
<td>PP A</td>
<td>Team Building</td>
</tr>
<tr>
<td>08/25/18</td>
<td>Mary Alonso</td>
<td>644 Cunat Drive</td>
<td>PP B</td>
<td>Birthday Party</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>None</td>
<td></td>
<td></td>
<td></td>
<td></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>12/16/18</td>
<td>Joyce Miller</td>
<td>1911 W. Sunnyside Beach</td>
<td>A/Kitchen</td>
<td>Birthday Party</td>
</tr>
</tbody>
</table>
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: 7-6-18

Rental Date: 7-29-18
Rental Time: 1 pm - 5 pm

Name of Applicant: Jani Straley & Randy Straley

Group/Organization (if applicable): Associated Team Members

Date of Birth: 6-10-61 / 7-25-55

Address: 4301 Parkway Ave City/State/Zip: McHenry, IL 60050

Home Phone: 815 344 6016 Cell Phone: 815 790 7288

Personal Email: jstrailey25@gmail.com

Event Title/Activity: Company Team Building
Attendance: 30-150

List all activities to be held: Tennis, Volleyball, Children’s Games

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 # 5 Beer Cases # 5 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 Tents and Bounce Houses

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

OTHER: Groups over 1

DAMAGE DEP: Credit Card N

Signature:

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: Jani Straley
Date: 7-6-18
McHenry Parks & Recreation
Shelter, Alcohol & Special Use Permit Application

Application Date: 6/19/18

Rental Date: 8-25-18  Rental Time: 9AM - 8PM

Name of Applicant: Mary Alonso  Date of Birth: 2-16-75

Group/Organization (if applicable):

Address: 6414 Cunar Drive  City/State/Zip: McHenry, IL 60050
Home Phone: 815-388-2411  Cell Phone: 815-388-2411
Personal Email: even_0003@hotmail.com

Event Title/Activity: Birthday Party  Attendance: 75

List all activities to be held:

SHELTER:
- ☐ Knox Shelter A  ☐ Petersen Shelter B
- ☐ Knox Shelter B  ☐ Petersen Shelter C  ☐ Veterans Shelter
- ☐ Petersen 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 #5  ☐ Beer Cases #5  ☐ 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 Tents and Bounce Houses

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

OTHER: Groups

DAMAGE DEP: Credit C

Signature:

Approval will be based on the items listed above. Any other requests are subject to further approval. All applicable tariffs and fees 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 under-age 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: Mary Alonso  Date: 6-19-18
McHenry Recreation Center
Facility Rental Permit Application

Application Date: 10/2/18
Rental Date: Sunday, 12/16/18
Rental Time (include set-up/clean-up): 1:30 pm - 4:00 pm

Name of Applicant: Joyce L. Miller
Date of Birth: 10/29/1955
Group/Organization (If applicable): Miller - Birth Celebration - Betty
Address: 1911 W. Sunnyside Dr, City/State/Zip: McHenry, IL 60051
Home Phone: 815-970-1852
Cell Phone: Same
Personal Email: JoyMiller@follett.com
Event Title/Activity:
            Birthday Party
Attendance:

ROOM: A Kitchen
 SET-UP: Banquet
 TABLES/CHAIRS: Round #______
                   Rectangle #______
                   Chairs #______
                   Theater

BEER/WINE: (at least 4 weeks notice needed)
Type of Alcohol to be Served: Wine
Amount of Alcohol:

NO OTHER ALCOHOL ALLOWED
Wine Bottles #______ Beer Cases #______ 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 (1-800-892-0123) for staking of Tents and Bounce Houses

☐ Other

DAMAGE DEPOSIT:

☐ Credit Card
☐ Signature:

Approval will be based on the items listed above. Any other requests are subject to full and complete approval from the permit office 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 Center Rental Guidelines.

Signature: Joyce L. Miller
Date: 10/2/18
Regular City Council Meeting  
Page 1  
July 10, 2018

Regular Meeting  
July 10, 2018

Call to Order
Mayor Wayne Jett called the regularly scheduled July 10, 2018 meeting of the McHenry City Council 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 reported that at this time he would like to invite Jay Cushman and Kale Resmer from Boy Scout Troop #149 to lead those present in the Pledge of Allegiance.

Public Hearing for Fiscal Year 2018/19 Appropriation Ordinance:
Mayor Jett opened the Public Hearing for the presentation of Fiscal Year 2018/19 Appropriation Ordinance in the amount of $44,504,270 at 7:03 pm. He asked if anyone in attendance had any comments or questions with respect to the 2018/19 Appropriation Ordinance. Those in attendance offered no comments.

Mayor Jett asked if the Council Members had any comments or questions regarding the 2018/19 Appropriation Ordinance. The Council Members offered no comments.

A Motion was made by Alderman Santi and seconded by Alderman Curry to close the Public Hearing at 7:05 p.m. Roll call: Vote: 6-ayes: Alderman Santi, Alderman Curry, Alderwoman Condon, Alderman Glab, Alderman Mihevc, and Alderman Schaefer. 0-nays, 0-abstained. Motion carried.

Motion to adopt the Fiscal Year 2018/19 Appropriation Ordinance in the amount of $44,504,270.
A Motion was made by Alderman Curry and seconded by Alderman Santi to adopt the Fiscal Year 2018/19 Appropriation Ordinance in the amount of $44,504,270. Roll call: Vote: 6-ayes: Alderman Curry, Alderman Santi, Alderman Mihevc, Alderman Glab, Alderman Schaefer, Alderwoman Condon. 0-nays, 0-abstained. Motion carried.

Public Comment
Mayor Jett asked if anyone in attendance wished to address the Council Member at this time. Those in attendance offered no comments.

Consent Agenda
Motion to Approve the Following Consent Agenda Items:
A. Ordinance amending Chapter 21, Streets and Sidewalks, of the City of McHenry Municipal Code, adding Article VIII, Prevailing Wage Rates;
B. Ordinance amending Chapter 10, Article 1, Section 10-5, Recreational Burning of the City of McHenry Municipal Code;
C. Ordinance providing for the Regulation of, and Application for Small Wireless Facilities in the City of McHenry;
D. Pay Application #26 to Williams Brothers Construction in the amount of $596,324.84 for Wastewater Treatment Plant Improvements;
E. An amended Purchasing Policy and Procedures with the addition of language regarding Change Orders.
F. Parks Facilities/Picnic Permits;
G. Block Party Requests - Temporary Closure of Court Street to Green Street on July 29th from 8:30 a.m.-7:00 p.m. and Temporary Closure of Jennifer Lane on August 18th from noon-11:59 p.m.;
H. June 18, 2018 Council meeting minutes;
I. Issuance of Checks in the amount of $556,882.47
J. Payment of Bills in the amount of 214,630.69.

Mayor Jett asked if any of the Council Members wished to remove any items from the consent agenda for separate consideration. Alderman Curry reported that he wished to remove items A and B for separate consideration.

Mayor Jett stated that at this time he would entertain a motion to approve consent agenda items C-J as presented. A Motion was made by Alderman Curry and seconded by Alderman Schaefer to approve consent agenda items C-J as presented. Roll call: Vote: 6-ayes: Alderman Curry, Alderman Schaefer, Alderwoman Condon, Alderman Glab, Alderman Mihevc and Alderman Santi. 0-nays, 0-abstained. Motion carried.
Removed Consent Agenda Item 7.A. & 7.B.

Ordinance amending Chapter 21, Street and Sidewalks, of the City of McHenry Municipal Code, adding Article VIII, Prevailing Wage Rates.

Attorney McArdle commented on the proposed adoption of an Ordinance amending Chapter 21, Street and Sidewalks, of the City of McHenry Municipal Code, adding Article VIII, Prevailing Wage Rates. He noted that the Ordinance simple states that the City will comply with paying prevailing wage with respect to public works projects. However, after the last Council meeting in which this matter was discussed the Council Members strongly communicated their desire to send a separate message expressing their displeasure with the Illinois Department of Labor’s expectation that very municipality must adopt an ordinance which confirms that the public body has investigated and ascertained the prevailing rate of wages in June of each year. Attorney McArdle reported that he will draft a resolution strongly expressing the Council Members dissatisfaction with the Prevailing Wage Act and place the resolution on the next Council Agenda for their consideration.

There being no further discussion on the ordinance, a Motion was made by Alderman Curry and seconded by Alderman Schaefer to approve the Ordinance amending Chapter 21, Street and Sidewalks, of the City of McHenry Municipal Code, adding Article VIII, Prevailing Wage Rates. Roll call: Vote; 6-ayes: Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Mihevc, Alderman Santi and Alderman Condon. 0-nays, 0-abstained. Motion carried.

Ordinance amending Chapter 10, Article 1, Section 10-5, Recreational Burning in the City of McHenry Municipal Code.

Director Polerecky provided the Council Members with an overview of the details of the proposed language amending the Municipal Code amendment with respect to “recreational burning” He continued on to report that currently the code only allows for portable fire pits. Staff recommends removing the word “portable” and replacing the word with permanent or stationary fire pits. The fire pits shall be no more than forty-eight inches (48”) across and no more than twenty-four inches (24”) in depth. In addition, the proposed language recommends the fire pit shall be surrounded by a noncombustible barrier and located on a noncombustible, hard level surface when in use, such as, but not limited to, concrete, paver bricks or asphalt.

Director Polerecky stated the code amendment will allow residents many options with respect to the construction of hardscape style fire pits.

Alderman Curry reported that he had asked to remove this consent agenda item due his concerns with the 48” restriction on the allowable open area. He questioned if the proposed language is prohibiting any existing fire pits that are larger in circumference. Director Polerecky reported no, as the majority of the fire pits are located in residents’ backyards and City Code Enforcement Officers do not enter private property without due cause. He reported that the code amendment is to serve as guidelines. Alderwoman Condon reported that the Public Works Committee had approved the code amendment to assist in bringing current residents who already have stationary fire pits into compliance.
There was some discussion about the location of fire pits relative to trees and other hazards.

Alderman Schaefer recommended the stationary pits only be allowed in rear yards. Director Polerecky reported that this matter is addressed in the Zoning Code’s section titled “Accessory Uses and Structures”.

Alderman Glab recommended in the future Staff consider amending the Recreational Burning Ordinance with respect to fire pit circumference with the consideration of the lot size.

There being no further discussion on the Municipal Code amendment, a Motion was made by Alderwoman Condon and seconded by Alderman Schaefer to approve an Ordinance amending Chapter 10, Article 1, Section 10-5, Recreational Burning of the City of McHenry. Roll call: Vote: 4-ayes: Alderwoman Condon, Alderman Mihevc, Alderman Schaefer and Mayor Jett. 3-nays: Alderman Curry, Alderman Glab and Alderman Santi. 0-abstained. Motion carried.

Individual Action Items Agenda

Motion to approve the transfer of Class A-13 from Linda’s Attic, Inc. d/b/a Main Street Saloon, to I.M. Stein, Inc. d/b/a Moe’s On Main located at 3914 W. Main Street effective upon Council approval and issuance of the State Liquor License.

Mayor Jett reported that he had met with the new owner Mr. Fritz Larson who also owns another establishment in town (Big Fran’s Boardwalk Gaming). Mayor Jett reported that Mr. Larson has plans to remodel the restaurant and bar. Alderwoman Condon commented on the fact in her opinion Mr. Larsen is a respected businessman and will be an asset to the downtown business community.

Mayor Jett asked if anyone in attendance wished to comment on this matter. There were no comments offered by anyone in attendance.

There being no further discussion on the motion, a Motion was made by Alderman Santi and seconded by Alderman Curry to approve the transfer of Class A-13 from Linda’s Attic, Inc. d/b/a Main Street Saloon, to I.M. Stein, Inc. d/b/a Moe’s On Main located at 3914 W. Main Street effective upon Council approval and issuance of the State liquor License. Roll call: Vote: 6-ayes: Alderman Santi, Alderman Curry, Alderwoman Condon, Alderman Mihevc, Alderman Schaefer and Alderman Glab. 0-nays, 0-abstained. Motion carried.

Motion to approve an Ordinance granting a variance from Article V. Commercial Districts, Table 6: Commercial District Requirements, to allow a reduction in the required front yard building setback requirement, from 30’ to an average of 14’, to allow the expansion of an existing retail grocery store and the construction of a 2,947 square-foot addition to the existing building, for the property located at 2226 N Richmond Road.
Director Martin provided the Council Members with an overview of the variance request from the property owners of 2226 N Richmond Road (Aldi). He reported that Aldi is seeking a variance from Article V. Commercial Districts, Table 6: Commercial District Requirements, to allow a reduction in the required front yard building setback requirement, from 30' to an average of 14' to allow the expansion of an existing retail grocery store and construction of a 2,947 square-foot addition to the existing building. He noted that Planning and Zoning Commission recommended approval of the variance request.

Alderwoman Condon commented on the fact that she was pleased that Aldi is making an investment in the community.

Alderman Santi asked a representative of Aldi if he knew how long the expansion construction project will take. Aldi’s representative stated the construction project is scheduled to take 10 weeks and only 5 of those weeks will the store be closed.

Alderman Curry asked if there were any future plans to extend the current dead end street adjacent to the store. Director Martin replied not to his knowledge.

Alderman Glab noted that in past conversations there was discussion regarding a potential residential development east of the dead end street.

Mayor Jett asked if anyone in attendance had any comments with respect to 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 Alderwoman Condon to approve an Ordinance granting a variance from Article V. Commercial Districts, Table 6: Commercial District Requirements, to allow a reduction in the required front yard building setback requirement, from 30' to an average of 14', to allow the expansion of an existing retail grocery store and the construction of a 2,947 square-foot addition to the existing building, for the property located at 2226 N Richmond Road. Roll call: Vote: 6-ayes: Alderman Schaefer, Alderwoman Condon, Alderman Santi, Alderman Glab, Alderman Curry and Alderman Mihevc. 0-nays, 0-abstained. Motion carried.

Motion to approve an Ordinance providing for variances from Table 19: Permitted Obstructions of Required Yards and Table 20: Standards for Accessory Structures to permit exceed the maximum permissible setback and maximum cumulative square footage for all accessory structures/buildings, for the property located at 1706 Beach Road.

Director Martin provided the Council Members with an overview of a variance request to exceed the maximum permissible setback and a variance to exceed maximum cumulative square footage for all accessory structures/buildings on the subject property located at 1706 Beach Road.

He reported that the applicant would like to construct an approximate 998 square foot detached garage off of W. Beach Place and needs two variances.
One to construct a detached garage in the required side yard setback, and the other is to exceed the maximum cumulative square footage for accessory structures 1,238 square feet (1,000 square feet is permitted). He reported that the Planning and Zoning Commission had unanimously recommended approval of the two variances.

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

Mayor Jett asked if any of the Council Members had any questions or comments. The Council Members offered no comments.

There being no further discussion on the motion, a Motion was made by Alderman Glab and seconded by Alderman Curry to approve an Ordinance providing for variances from Table 19: Permitted Obstructions of Required Yards and Table 20: Standards for Accessory Structures to permit exceed the maximum permissible setback and maximum cumulative square footage for all accessory structures/buildings, for the property located at 1706 Beach Road. Roll call: Vote: 6-ayes: Alderman Glab, Alderman Curry, Alderwoman Condon, Alderman Mihevc, Alderman Santi and Alderman Schaefer. 0-nays, 0-abstained. Motion carried.

Motion to approve an Ordinance amending the FY18/19 General Fund Budget, increasing Fund 100, Department 01, Account 4220 by $11,000 for the purpose of providing additional Façade Improvement Grants and replenishing the available funding for future projects.

Director Martin provided the Council Members with an overview for the reasons of the recommendation to approve amending the FY18/19 General Fund Budget. He reported that the City budgets $5,000 annual to fund the Façade Improvement Grants. Director Martin continued on to report that on tonight’s agenda there are two façade improvement grant requests totaling $7,000. In addition, per the Boon Creek LLC agreement for the redevelopment of the theater the City had already allocated $5,000 in a façade grant. If tonight’s grant requests are approve this action would require a minimum budget amount of $7,000 added to the $5,000 amount that is budgeted annually and already allocated to Boon Creek LLC the total fund account would have a shortfall so Staff is recommending a budget amendment in the amount of $11,000, which would result in the City’s ability to replenish the façade improvement grant fund back to $5,000.

Alderwoman Condon expressed her support of the façade grant improvement program.

Alderman Glab noted that the façade improvement grant program annual budget line item needs to be reviewed. He noted that the line item budget dollar amount has remained the same of many of years and agrees with Alderwoman Condon’s comments supporting the façade grant program.

Alderman Curry also agreed that during the next fiscal year budget discussions the façade grant program should be one of the topics.
Mayor Jett asked if anyone in attendance wished to comment on the matter under consideration. Those in attendance offered no comment.

There being no further discussion on the motion, a Motion was made by Alderman Curry and seconded by Alderman Santi to approve an Ordinance amending the FY18/19 General Fund Budget, increasing Fund 100, Department 01, Account 4220 by $11,000 for the purpose of providing additional Façade Improvement Grants and replenishing the available funding for future projects. Roll call: Vote: 6-ayes: Alderman Curry, Alderman Santi, Alderman Glab, Alderman Mihevc, Alderman Schaefer, Alderwoman Condon. 0-nays, 0-abstained. Motion carried.

Motion to approve a Façade Improvement Grant in the amount of $3,000 for the property located at 1402 N. Riverside Drive.
Director Martin provided the Council Members with an overview of the façade improvement in the amount of $3,000 for the property located at 1402 N. Riverside Drive. He reported that the application was submitted by Mr. John Macrito for awnings and power washing at 1402 N. Riverside Drive. The total cost for both projects is $14,870 and the Landmark Commission had reviewed the request at their May 1, 2018 meeting and recommended approval.

Alderman Glab reported that the awnings look great and improves the aesthetic of the streetscape.

Mayor Jett asked if anyone in the audience wished to comment on this matter. 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 Santi to approve a Façade Improvement Grant in the amount of $3,000 for the property located at 1402 N. Riverside Drive. Roll call: Vote: 6-ayes: Alderman Schaefer, Alderman Santi, Alderman Glab, Alderman Curry, Alderwoman Condon and Alderman Mihevc. 0-nays, 0-abstained. Motion carried.

Motion to approve a Façade Improvement Grant in the amount of $4,000 for the property located at 3308 W. Elm Street.
Director Martin provided the Council Members with an overview of the façade grant application in the amount of $4,000 for the property located at 3308 W. Elm Street. He reported that the application was submitted by Jay Bomberg for awnings at 3308 W. Elm Street (Riverside House). The Landmark Commission review the application at their May 1, 2018 meeting and recommended a grant award of $4,000. The work has since been completed.

Alderman Curry noted that the awnings look great and are an enhancement to the façade.

Mayor Jett asked if anyone in attendance wished to comment on this matter. Those in attendance offered no comments.
There being no further discussion on the motion, A Motion was made by Alderman Santi and seconded by Alderwoman Condon to approve a Façade Improvement Grant in the amount of $4,000 for the property located at 3308 W. Elm Street. Roll call: Vote: Alderman Santi, Alderwoman Condon, Alderman Glab, Alderman Mihevc, Alderman Curry and Alderman Schaefer. 0-nays, 0-abstained. Motion carried.

Motion to approve a temporary use permit submitted by McHenry County Living to conduct a food truck event, between the hours of 11:00 a.m. to 4:00 p.m. on July 21, 2018, on Main Street (between Front Street and Crystal Lake Road).

Director Hobson provided the Council Members with the background of the proposed McHenry County Living “Truck Off McHenry” event. He reported that a few months ago, staff were approached by McHenry County Living about placing up to 10 craft vendors on Main Street during Sidewalk Sales to draw visitors to the event. Then, on Monday July 2nd, Staff learned that McHenry County Living’s plan had expanded the scope to become the “Truck Off McHenry”, which would run in conjunction with Sidewalk Sales. As advertised and understood, Truck of McHenry is an event involving up to fifteen food trucks and ten craft vendors.

After learning of the proposed expansion of the event, Staff met with the organizers from McHenry County Living on Tuesday, July 3rd and advised them that due to the expansion of the scope of their original plan they would need to appear before the City Council to seek approval of a Temporary Use Permit to hold their event.

Alderman Schaefer expressed his support for the event. He asked if all the business owners impacted by the event had been notified. Staff replied yes, McHenry Living Staff had met with each business owner on Main Street.

Alderman Santi also supported the event. He noted that several surrounding communities host similar events.

Alderman Glab was uncertain if these types of event increase sale tax revenue and general sales for the local businesses. However, these events do have an impact on motorist.

Mayor Jett believed these types of events does have a positive impact on local businesses and the local economy.

Alderwoman Condon also agreed that these types of events has a positive impact on local businesses and brings people to the City that otherwise might not visit.

Alderman Schaefer also expressed his support for this event and other similar types of City events.
Alderman Glab noted that these types of event have a negative impact on the City’s resources.

A lengthy discussion ensued with respect to the pros and cons of hosting these types of events.

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

There being no further discussion on the motion, a Motion was made by Alderman Schaefer and seconded by Alderwoman Condon to approve a temporary use permit submitted by McHenry County Living to conduct a food truck event, between the hours of 11:00 a.m. to 4:00 p.m. on July 21, 2018, on Main Street (between Front Street and Crystal Lake Road). Roll call: Vote: 5-ayes: Alderman Schaefer, Alderwoman Condon, Alderman Mihevc, Alderman Santi, Alderman Curry. 1-nay: Alderman Glab, 0-abstained. Motion carried.

Motion to waive permit fees associated with Downtown Projecting Signs.
Director Martin reported that he along with Ms. Dorothy Wolf had been working with the downtown businesses to install projecting signs throughout all three downtown areas, which would be uniform in design and comply with the City’s sign ordinance.

Director Martin reported that the design, signs, and related installation hardware cost is approximately $175. The current permit fee for projecting signs are $50 for non-illuminating sings and $55 for illuminating signs. In an effort to entice businesses to participate in this unified sign program, Staff is recommending the sign permit fee be waived if businesses should choose to purchase and install these types of signs. He and Staff believe the projecting signs would serve as a major enhancement to the downtown areas and the fee relative to the cost is somewhat disproportionate.

Alderman Glab expressed his concerns with waiving the fees. He noted fees have been established for a reason.

The Council Members discussed in length ways to ensure the sign were consistent in design and style.

The Council Members concurred that the fees for the existing businesses will be waived for a 12 month period after approval of this motion and new businesses have the option to opt into the program during the first 90 days they are opened for business. In addition the signs must be similar to the design depicted in the July 10, 2018 City Council packet supplement.

Alderman Glab reiterated the fact that he was not in favor of waiving any fees. He noted that fees generate revenue which is then used to maintain, repair or replace infrastructure.
Mayor Jett asked if anyone in attendance wished to comment on this matter. Those in attendance offered no comments.

There being no further discussion on the motion, a Motion was made by Alderman Santi and seconded by Alderman Curry to approve to waive permit fees associated with Downtown Projecting Signs with conditions as follows:

A. **After approval of this motion existing businesses have 12 months to opt into the projecting sign program.**

B. **After approval of this motion new businesses have 90 days after opening a business to opt into the projecting sign program.**

C. **The projecting signs must be similar to the July 12, 2018 City Council meeting packet supplement depicting the projecting sign.**


**Discussion Only Items:**

**Presentation by SolarStone and discussion regarding the development of a “solar farm” on a portion of the Petersen Farm Site.**

Director Martin reported that in recent months City Staff had been contacted by firms seeking to develop Solar Farms within the City limits. One such firm, SolarStone representative Mr. Simanton is in attendance tonight to provide the Council Members with a presentation regarding the development of a solar farm on a portion of the Petersen Farm Site.

Mr. Simanton provided the Council Members with a power point presentation depicting the proposed site and explaining the installation and operations of a solar farm. The Council Members discussed in length the positive and negative impact of solar farms.

Staff will continue to reach the solar farm land lease options and report back. This matter will be placed on a future City Council agenda as a discussion item.

**Staff Reports**

Director Hobson provided the Council Members with an update on Fiesta Days.

Administrator Morefield thanked Staff for all their hard work on coordinating all the upcoming special events.

**Mayor and City Council Comments**
Mayor Jett reported that he will once again be participating in the Fiesta Days’ Dunk Tank fund raiser event.

Alderwoman Condon encouraged all the Alderman to attend Fiesta Days on Sunday. This day devoted to family fun activities and is a free day in the park.

Executive Session.
Motion to enter into Executive Session for the purpose of: 5 ILCS 120/2 (c) (11) to discuss probable litigation
Mayor Jett stated that at this time he would entertain a motion to enter into Executive Session to discuss probable litigation as permitted by 5 ILCS 120/2(c) (11) with business to follow. A Motion was made by Alderwoman Condon and seconded by Alderman Curry to enter into executive session to discuss probable litigation with action to follow. Roll call: Vote: 6-ayes: Alderman Santi, Alderman Glab, Alderman Curry, Alderwoman Condon, Alderman Mihevc, and Alderman Schaefer. 0-nays, 0-abstained. Motion carried.

The Council Members along with Administrator Morefield, Attorney McArdle, Director Martin and Deputy Clerk Meadows entered into executive session at 9:15 p.m.

Reconvene/Roll Call
The Council Members along with Administrator Morefield, Attorney McArdle, Director Martin and Deputy Clerk Meadows returned to the public meeting at 9:50 p.m. Clerk Meadows called the roll. Roll call: Alderwoman Condon, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi, Alderman Mihevc and Mayor Jett.

Individual Action Items Agenda Continued:
Motion to authorize the Mayor’s execution of an Amended and Restated Standstill a/k/a Tolling Agreement between Meyer Material Company and the City of McHenry.
Attorney McArdle reported the Standstill Tolling Agreement that was executed earlier this year, to be effective from April 30, 2018 through August 6, 2018 will quickly expire. He reported that both parties have identified that additional time is needed to continue negotiations and, as such, have drafted an Amended and Restarted Tolling Agreement document to extend the terms of the Standstill Agreement through October 1, 2018.

There being no further discussion on the motion, a Motion was made by Alderman Curry and seconded by Alderwoman Condon to authorize the Mayor’s execution of an Amended and
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Restated Standstill a/k/a Tolling Agreement between Meyer Material Company and the City of McHenry.

Adjournment
There being no further public business to discuss, A Motion was made by Alderman Curry and seconded by Alderman Santi to adjourn from the public meeting at 10:00 p.m. Roll call: Vote: 6-ayes: Alderman Curry, Alderman Santi, Alderman Schaefer, Alderman Mihevc, Alderman Glab and Alderwoman Condon Devine. 0-nays, 0-abstained. Motion carried.

______________________________          ________________________________
Mayor                                    Deputy City Clerk
Regular Meeting
July 23, 2018

Call to Order
Mayor Wayne Jett called the regularly scheduled July 23, 2018 meeting of the McHenry City Council 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.

Mayor Jett reported that Alderman Schaefer is out of town for business purposes and has asked to participate remotely as provided by City Ordinance with consent of the City Council Members. At this time Mayor Jett stated that he would entertain a motion to allow Alderman Schaefer to participate remotely via teleconference. **A Motion was made by Alderman Santi and seconded by Alderwoman Condon to approve Alderman Schaefer’s request to participate via teleconference.** Roll call: Vote: 6-ayes: Alderman Santi, Alderwoman Condon, Alderman Devine, Alderman Glab, Alderman Mihevc and Alderman Curry. 0-nays, 0-abstained. Motion carried. Mayor Jett reported that Alderman Schaefer has now joined the meeting in progress.

Public Comment
Mayor Jett asked if there was anyone in attendance that wished to comment on any matter not listed on the agenda. Mr. Jeff Varda who resides at 3400 Biscayne Road approached the podium. He commented on a recent City Council presentation by SolarStone in which they discussed the development of a “solar farm” on a portion of the Peterson Farm. Mr. Varda noted that he supported solar energy. However, in his opinion there were so many other ways that the historic farm could be utilized.
Mr. Varda provided the Council Members and Staff with handouts depicting a survey that was conducted during A Day at the Farm event. The guest ranked activities they would like to see at a living farm. Some of the top ranking activities included receptions, reunions, community garden plots, educational classes and living farms.

Mr. Varda continued on to discuss, why in his opinion a Solar Plan should only be developed in conjunction with the overall plan for Peterson Farm. He noted that heritage sites and historic buildings are important and have a positive impact on the community. In addition, historic destination benefits the local economy and attract external investment as well as maintaining existing businesses of all types.

Mr. Varda thanked the Council Members for their time and the Council Members thanked Mr. Varda for his input.

**Consent Agenda**

**Motion to Approve the Following Consent Agenda Items:**

A. Execution of an Easement Agreement relating to 4506 Clearview Avenue;
B. Execution of an Easement Agreement relating to 1715 Illinois Route 31;
C. Issuance of Checks in the amount of $464,544.13;
D. Payment of Bills in the amount of $350,860.61.

Mayor Jett asked if any of the Council Members wished to remove any of the consent agenda items for separate consideration. The Council Members offered no comments. **A Motion was made by Alderwoman Condon and seconded by Alderman Curry to approve the consent agenda items A-D as presented.** Roll call: Vote: 7-ayes: Alderwoman Condon, Alderman Curry, Alderman Devine, Alderman Mihevc, Alderman Santi, Alderman Glab and Alderman Schaefer. 0-nays, 0-abstained. Motion carried.

**Individual Action Item Agenda:**

**Motion to approve an Annexation Agreement, Annexation, Zoning Map Amendment, Conditional Use Permit, and Variances to allow a fueling station and convenience store for the property located at the northwest corner of Ringwood Road and Illinois Route 120 (2009 Ringwood Road – Speedway)**

Attorney McArdle reported that there are four action items contained in this agenda item. The first item is the approval of an Annexation Agreement for the property located at the northwest corner of Ringwood Road and Illinois Route 120. The second item under consideration is the annexing of the Subject Property followed by the Zoning Map Amendment, Conditional Use Permit and the request for variances. Attorney McArdle stated that if the first action item fails the others action items are irrelevant with no Council action necessary.
Director Martin reported that the subject property is currently located in unincorporated McHenry County and requires annexation to the City. He reported that Speedway has agreed to construct a berm across the entire length of the northern property line of the subject property which abuts the Chesapeake Hills Subdivision. In addition, Speedway shall design the stormwater system on the subject property such that the water releases at a rate of .11 cfs. Rather than the otherwise required rate of .15 cfs. Director Martin reported that he is in full support of this development.

Alderman Curry commented on an incident involving Speedway's underground storage tanks which leaked into the Willowbrook's sewer system and exploded. He noted that the EPA and the Illinois State Fire Marshall have imposed new requirements and regulations regarding underground storage tanks which goes into effect in October of this year. Alderman Curry asked a WT Group representative if the new Speedway underground storage tanks would comply with the new regulations. The WT Group representative replied yes. He stated that the new underground storage tanks would have a double protective wall instead of a single wall and state of the art monitoring equipment.

Alderman Glab commented on the improved design of the stormwater system. He questioned where and how was the stormwater run-off conveyed. WT Group representative reported that the stormwater is collected in the North and is release to the South in an IDOT easement. He noted that the stormwater engineering is in the preliminary stages and has not yet been permitted by IDOT.

Alderman Glab expressed his concerns with not addressing the zoning on all of the Subject Property being annexed. He questioned if the adjacent property owners would receive notice if and when the remaining Subject Property owners were in the process of petitioning the City for a zoning classification.

Attorney McArdle reported that the annexation agreement has provisions and the applicant agrees that prior to any development occurring on the Subject Property, other than the proposed fueling station and convenience store, an amendment of this Agreement must be reached with the City Council. Applicant waives any vested rights or other permitted rights, zoning or otherwise, to further use or develop the Subject Property without amendment to this Agreement. However, if Council wants to require notice of adjacent property owners, they may do so.

Alderwoman Condon expressed concerns with requiring any additional notices. She noted that Council had done their due diligence and the annexation agreement would need to be amended
and approved by this or the next City Council prior to any additional development on the subject property.

Mayor Jett asked if anyone in the audience wished to comment on this matter. Resident John Wsol approached the podium. He encouraged the Council Members to consider carefully the implications of approving this annexation agreement. Mr. Wsol noted that this is a complex development. He proceeded to thank the Council Members for their support.

Mayor Jett stated at this time he would entertain a motion to approve the annexation agreement of approximately seven and half acres commonly located at the Northwest corner of Ringwood Road and Illinois Route 120. A Motion was made by Alderwoman Condon and seconded by Alderman Santi to approve an Ordinance authorizing the execution of an Annexation Agreement for an approximately seven and half acre property located at the northwest corner of Ringwood Road and Illinois Route 120 in McHenry County, Illinois.

Alderwoman Condon addressed the audience. She thanked them for their input and noted that the Council Members had listened to their comments which assisted in the concessions and amendments to the agreement.

Alderman Santi questioned if the motion also contained the 15 day notice requirement. Attorney McArdle replied no.

Alderman Devine asked the WT Group representative what method was used with respect to the soil testing. WT Group representative reported that earlier in the year they had completed geotechnical investigations and will have a Geo Tech and State Fire Marshall on site during the construction. Attorney McArdle asked what did the soil investigations measure. WT Group representative replied the soil test determines the physical properties of the soil and rock below the surface. Director Polerecky reported that it is the same type of soil boring tests that are conducted for all types of construction projects.

There being no further discussion on the motion, Deputy Clerk Meadows called the roll. Roll call: Vote: 7-ayes: Alderwoman Condon, Alderman Santi, Alderman Curry, Alderman Mihevc, Alderman Devine, Alderman Schaefer and Mayor Jett. 1-nay: Alderman Glab. 0- abstained. Motion carried.

An Ordinance annexing approximately seven and a half acres commonly located at the northwest corner of Ringwood Road and Illinois Route 120 in McHenry County, Illinois.
Mayor Jett stated that at this time he would entertain a motion to approve an Ordinance annexing the Subject Property. A Motion was made by Alderwoman Condon and seconded by Alderman Curry to approve an Ordinance annexing approximately seven and a half acres commonly located at the northwest corner of Ringwood Road and Illinois Route 120 in McHenry County, Illinois. Roll call: Vote: 7-ayes: Alderwoman Condon, Alderman Curry,
Alderwoman Condon stated that she supports the additional free standing sign and the additional wall sign. However, she is opposed to the request with respect to an additional 15’ in height. Alderman Curry agreed with Alderwoman Condon’s comments.

A lengthy discussion ensued with respect to the 30’ height of the sign variance request. The Council Members as a whole was not in favor of granting the request. The Petitioner tried to justify the need for the 30’ sign. After a lengthy debate the petitioner withdrew their petition and will comply with the Sign Ordinance. The Council Members thanked the Petitioner for respecting the City’s Ordinances and investing in the community.
Mayor Jett asked if anyone in the audience wished to comment on this matter. Those in attendance offered no comments.

A Motion was made by Alderman Curry and seconded by Alderwoman Condon to approve a Sign Variance for 2009 Ringwood Road (Speedway) which allows of one additional freestanding sign 15’ in height located at the corner of Ringwood Road and Route 120 and a second freestanding sign, located further north/west on Route 120 15’ in height. Roll call: Vote: 7-ayes: Alderman Curry, Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Glab, Alderman Schaefer and Alderman Santi. 0-nays, 0-abstained. Motion carried.

Motion to approve an Ordinance Granting a Conditional Use Permit and Variances for the fueling station located at the southwest corner of Crystal Lake Road and Bull Valley Road (5301 Bull Valley Road-BP).
Director Martin provided the Council Members with an overview of the petition requesting a Conditional Use Permit and Variances for the BP Fueling Station located at 5301 Bull Valley Road.

Alderwoman Condon questioned if the additional lighting would project onto the adjacent properties. Director Martin replied no, the LED lights would be installed over the pump area and project downward. In addition, Director Martin reported that the current Lighting Ordinance needs to be updated.

Alderman Santi asked the petitioner if the gas station will remain open during the remodeling project. The petitioner replied no, the current facility will be torn down and completely rebuilt.

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

A Motion was made by Alderman Santi and seconded by Alderman Mihevc to approve an Ordinance granting a Conditional Use Permit and Variances for the fueling station located at the southwest corner of Crystal Lake Road and Bull Valley Road (5301 Bull Valley Road-BP). Roll call: Vote: 7-ayes: Alderman Santi, Alderman Mihevc, Alderman Schaefer, Alderwoman Condon, Alderman Glab, Alderman Curry and Alderman Devine. 0-nays, 0-abstained. Motion carried.

Motion to approve a Sign Variance for 5301 Bull Valley Road (BP).
Director Polerecky provided the Council Members with an overview of the Sign Variance request for the BP Gas Station located at 5301 Bull Valley Road. He reported that the Community Development Department received a sign variance request from BP to permit for an additional 7’5” of height for a maximum height of 22’5”, and a variance to allow a three sided freestanding sign.

A representative of Graham Enterprises Inc., commented on the request. She reported that the request for a larger than permitted sign is generated by the desire to rebrand BP Gas Stations
which includes a new Trio logo. In order to include the new logo, current gas prices and other information the extra height is needed.
Alderman Curry once again stated that the Ordinance with respect to signage height had been adopted for a reason and is in the best interest of the City’s ability to maintain an aesthetically pleasing streetscape. Alderwoman Condon agreed with Alderman Curry’s comments.

Attorney McArldle informed the petitioner that it appeared the Council Members were not in favor of granting the Sign Variance unless the petitioner withdrew the portion of the petition requesting an additional 7’5” in height. The petitioner agreed to withdraw that portion of the request and comply with the City’s Sign Ordinance with respect limiting the sign to 15’.

**A Motion was made by Alderman Curry and seconded by Alderwoman Condon to approve the Sign variance for 5301 Bully Valley Road, BP Redevelopment granting an additional two wall signs 15’ in height and a three sided free standing sign.** Roll call: Vote: 7-ayes: Alderman Curry, Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Schaefer, Alderman Santi and Alderman Glab. 0-nays, 0-abstained. Motion carried.

**Motion to approve a Sign Variance for the Dairy Queen, located in the Northgate Shopping Center.**
Director Polerecky provided the Council Members with an overview of the Dairy Queen’s request for a sign variance. He reported that a variance was granted to the Northgate Shopping Center to allow for the additions of logos to the East Elevation of the buildings and to lift color restrictions originally placed on the signs. Dairy Queen is requesting an amendment to accommodate a corporate sign change. The Council Members discussed the unique characteristics of the Northgate Shopping Center. They all supported granting the sign variance for the Dairy Queen.

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

**A Motion was made by Alderman Santi and seconded by Alderman Devine to approve a Sign Variance for the Dairy Queen, located in the Northgate Shopping Center.** Roll call: Vote: 7-ayes: Alderman Santi, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Glab, Alderman Schaefer and Alderwoman Condon. 0-nays, 0-abstained. Motion carried.

**Motion to approve a Budget Amendment Ordinance, increasing Fund 100 (General), Department 33 (Streets), Account 5110 (Contractual) by $44,430; and approve a Professional Services Contract with HR Green, Inc. in the amount of $44,430 for design services for Pearl Street Illinois Transportation Enhancement Program improvements.**
Director Schmitt discussed the budget amendment request. He reported that the City submitted applications for funding for these improvements during the design phase of the Pearl Street and Lincoln Road Surface Transportation Program (STP) improvements.
However, due to the timeline for the call for proposals and the necessity to construct the multi-use path in 2018 these improvements will need to be completed as a separate project. The resurfacing and multi-use path project along Pearl Street is anticipated to be completed in fall of this year and will be constructed such that the streetscape improvements will be completed the following year with minimal conflict to what is currently under construction. City Staff solicited proposals for Professional Engineering Services for ITEP improvements on Pearl Street from the City’s pool of prequalified firms. The Request for Proposal (RFP) was distributed to all five (5) firms prequalified in the Municipal Engineering Transportation category and HR Green was the apparent lowest proposal. Acceptance of this proposal would first require the approval of an ordinance amending the FY18/19 Budget and increasing the Contractual account of the Streets budget by $44,430.

Mayor Jett asked if the Council Members had any comments on this matter. The Council Members offered no comment. Mayor Jett then proceeded to ask if anyone in the audience had any questions regarding this matter. Those in attendance offered no comments.

There being no further comments on the Ordinance, a Motion was made by Alderman Schaefer and seconded by Alderman Santi. Roll call: Vote: 7-ayes: Alderman Schaefer, Alderman Santi, Alderwoman Condon, Alderman Devine, Alderman Curry, Alderman Glab and Alderman Mihevc. 0-nays, 0-abstained. Motion carried.

Motion to adopt the Classification and Compensation Study completed by GovHR and approve a Budget Amendment Ordinance, increasing Fund 100 (General) by $26,771; Fund 400 (Recreation Center) by $11,023; and Fund 620 (Information Technology) by $4,265 for the purpose of implementing wage adjustments for those positions that fall below the minimum ranges as identified in the new Classification and Compensation Plan.

Director Campanella reported that the Finance and Personnel Committee had approved the Classification and Compensation Study completed by GovHR along with implementing the wage adjustments for certain positions. Alderman Santi asked if Director Campanella knew how long GovHR had been conducting Classification and Compensation Studies. She estimated about 20 years.

Alderwoman Condon stated that she supported the compensation increases for those positions noted in the study.

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

There being no further discuss on the Ordinance, a Motion was made by Alderman Curry and seconded by Alderman Mihevc to adopt the Classification and Compensation Study completed by GovHR and approve a Budget Amendment Ordinance, increasing Fund 100 (General) by $26,771; Fund 400 (Recreation Center) by $11,023; and Fund 620 (Information Technology) by
$4,265 for the purpose of implementing wage adjustments for those positions that fall below the minimum ranges as identified in the new Classification and Compensation Plan.

Motion to approve a Budget Amendment Ordinance, increasing Fund 100 (General) by $63,113, for the purpose of hiring a City Planner.
Administrator Morefield reported that the Finance and Personnel Committee had unanimously approved the recreation of this position. He went on to note that the City has not had a full-time City Planner since 2009, just after the economic recession. Administrator Morefield continued by stating that Director Martin is a professional planner by education/training, has fulfilled this role secondary to his primary responsibility of economic development. However, given the prioritization of economic development by the City Council, it is important that Director Martin’s time be committed fully to economic development-related activities. Director Martin will still be assisting the newly hired City Planner throughout the transition period.

Alderman Glab expressed concerns with respect to the essential need of the recreation of this position. In addition, he noted that two positions had been recently added to the Economic Development Department.

Alderwoman Condon noted that since the economic recession several positions continued to go unfilled and in her opinion this has a negative impact on the community as a whole. In addition, she knows for a fact that Director Martin and his Staff works well over 40 hours a week and she supports the hiring of a City Planner.

Director Campanella provided the Council Members with clarification on the two Economic Development positions. She noted one position was promoted from within the department and the other employee was transferred from the Administration Department.

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

There being no further discussion on the Ordinance, a Motion was made by Alderman Curry and seconded by Alderman Devine to approve a Budget Amendment Ordinance, increasing Fund 100 (General) by $63,113, for the purpose of hiring a City Planner. Roll call: Vote: 7-ayes: Alderman Curry, Alderman Devine, Alderman Schaefer, Alderman Mihevc, Alderman Glab, Alderman Santi and Alderwoman Condon. 0-nays, 0-abstained. Motion carried.

Motion to approve a Resolution authorizing the placing of a Binding Referendum Question on the November 6, 2018 General Election Ballot regarding the issuance of bonds in an amount not to exceed $30,000,000 for the purpose of constructing an indoor pool, a gymnasium, and an outdoor family aquatic park.
Director Hobson reported that the City has performed a great deal of due diligence gathering information on the potential expansion of the McHenry Recreation Center. As the City was planning the initial phase of the recreation center, a master plan was developed that left open space to add on to the project in the future. The master plan began in earnest just a year after opening the center due to the community response to the project. In 2017 a community needs assessment was administered and results spoke to the desired expansion of the facility and the willingness to pay for that expansion. The next step was to ensure the viability of the project and each of the proposed elements through a pro-forma, which was completed earlier this year. Again, the data came back in a positive light exhibiting the profitability of the project as a whole.

The Council Members engaged in a lively debate with respect to the Binding Referendum Question being placed on the November 6th General Election Ballot. Alderman Glab expressed concerns with asking voters to vote on a property tax increase. He noted that he has seen negative comments on social media sites. Alderman Santi questioned the Referendum language although he noted that the question was already wordy enough. Attorney Mc Ardle reported that he will amend the referendum language.

Alderman Condon noted that she was indifferent with respect to the outcome of the referendum. However, she believed taking the question to the voters was the right thing to do.

There was a lengthy discussion with respect to the Referendum Question being binding or advisory. Attorney Mc Ardle reported that if the Referendum Question was advisory the City Council was not obligated to take action on a favorable outcome due to the fact that the City is Home Rule.

Mayor Jett asked those in the audience if they had any question or comments on the matter currently under discussion. Mr. Joseph Vollz commented on the proposed referendum. He noted that if the referendum were to pass the property tax would be significant. He reported that he manages several recreational facilities and he questioned if Staff had researched grants and private/public partnerships opportunities or considered entering into intergovernmental agreements in which each entity agrees to share their various amenities. Mr. Vollz went on to offer his assistance in researching other funding sources. Staff thanked Mr. Vollz for the offer.

Mr. Chuck Wheeler approached the podium. He expressed his concern with the not to exceed $30,000,000 amount. Mr. Wheeler suggested phasing the recreational improvements over time. In his opinion if the referendum were to pass the property tax increase would place an undue burden on many homeowners. Mr. Wheeler thanked the Council Members for their time.

There being no further discussion on the Resolution, a Motion was made by Alderman Schaefer and seconded by Alderwoman Condon to approve Resolution authorizing the placing of a Binding Referendum Question on the November 6, 2018 General Election Ballot regarding the issuance of bonds in an amount not to exceed $30,000,000 for the purpose of construction an

Discussion Only Items
Presentation by representatives from the Illinois Department of Transportation (IDOT) regarding future improvements to Illinois Route 31 through the City of McHenry.
A representative from IDOT provided the Council Members with an overview of their 5 year Highway Improvement Program as it impacts the City. Director Schmitt reported that he was looking for direction from the City Council with respect to the City’s intentions moving forward regarding the locally funded improvements. These intentions will be formalized in the form of an approval Letter of Intent between IDOT and the City. This letter of intent would not be the final Intergovernmental agreement between the City and IDOT and would have no immediate financial impact.

A lengthy discussion ensued. Director Schmitt reported that he will move forward with the Letter of Intent and bring the Intergovernmental Agreement between the City and IDOT to the Public Works Committee for review and recommendation.

Adjournment
There being no further public business to discuss, A Motion was made by Alderman Santi and seconded by Alderman Devine to adjourn from the public meeting at 10:37 p.m. Roll call: Vote: 6-ayes: Alderman Curry, Alderman Santi, Alderman Mihevc, Alderman Glab and Alderman Devine and Alderwoman Condon. 0-nays, 0-abstained. Motion carried.

__________________________
Mayor

__________________________
Deputy City Clerk
Call to Order
Mayor Wayne Jett called the special meeting scheduled July 31, 2018 of the McHenry City Council to order at 6:05 pm in the McHenry City Council Chambers, 333 S. Green Street, McHenry, IL.

Roll Call

Public Comment
Mayor Jett asked those in attendance if they had any questions or comments for the City Council Members. Those in audience offered no comments.

Executive Session
Motion to enter into Executive Session for the purpose of: 5 ILCS 120/2 (c) (11) to discuss probable or imminent litigation
Mayor Jett stated that at this time he would entertain a motion to enter into Executive Session to discuss probable or imminent litigation as permitted by 5 ILCS 120/2(c) (11) with possible business to follow. A Motion was made by Alderman Santi and seconded by Alderman Curry to enter into executive session to discuss probable or imminent litigation with possible action to follow as permitted by 5 ILCS 120/2 (c) (11). Roll call: Vote: 6-ayes: Alderman Santi, Alderman Curry, Alderman Glab, Alderman Devine, Alderman Mihevc, and Alderman Schaefer. 0-nays, 0-abstained. Motion carried.

The Council Members along with Administrator Morefield, Attorney McArdle and Deputy Clerk Meadows entered into executive session at 6:07 p.m.

Reconvene/Roll Call
The Council Members along with Administrator Morefield, Attorney McArdle and Deputy Clerk Meadows returned to the public meeting at 8:10 p.m. A Motion was made by Alderman Curry and seconded by Alderman Santi to reopen the public meeting. Clerk Meadows called the roll. Roll call: Alderwoman Condon, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi, Alderman Mihevc, Devine and Mayor Jett.
Possible Action Item
Motion to direct City Attorney to terminate Tolling Agreement with Meyer Material
The Council Member took no action on this matter.

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 8:11 p.m. Roll call: Vote: 7-ayes: Alderman Curry, Alderman Santi, Alderman Schaefer, Alderman Mihevc, Alderman Glab, Alderwoman Condon and Alderman Devine. 0-nays, 0-abstained. Motion carried.

__________________________  ______________________________
Mayor                        Deputy City Clerk
### Expense Approval Register
**List of Bills Council Meeting 8-6-18**

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8/1/2018 12:09:02 PM
Expense Approval Register
REGULAR AGENDA SUPPLEMENT

DATE: August 6, 2018

TO: Mayor and City Council

FROM: Derik Morefield, City Administrator

RE: Consideration of an Ordinance Amending Chapter 12, Licenses and Permits Generally, Sec. 12-64 Prizes of the City of McHenry Municipal Code relating to Raffles

ATT: Proposed Ordinance

AGENDA ITEM SUMMARY:
The purpose of this agenda item is for the consideration of an amendment to the City’s Raffle Ordinance, increasing the maximum gross cash prize awarded in any raffle to $6,000,000 or another amount to be decided by Council.

BACKGROUND:
Since the adoption of a “Raffle Ordinance” by the City in 2016, it has been amended three (3) times to increase the maximum prize amount – in September 2017 from $100,000 to $500,000, in March 2018 from $500,000 to $1,000,000, and in June 2018 from $1,000,000 to $3,000,000. These amendments were made to accommodate the success of the “Queen of Hearts” raffle that is being held by the VFW. The amount defined as the “maximum cash prize” based on the scope of the Queen of Hearts raffle has been the 60% payout to a single grand prize winner (the other 40% is to be divided for use by the VFW for capital projects and as seed money for a future raffle).

In anticipation of the Queen of Hearts raffle continuing to grow, and in order to proactively prepare for future similar raffles, Staff is recommending that Council consider further amending the Raffle Ordinance in order to: 1) further define the maximum cash, retail and aggregate prizes as “gross” limits; and, 2) increase the maximum gross cash and aggregate prize amount to $6,000,000 or some other amount defined by 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.
ANALYSIS:
The controlling State Statute for the City’s Raffle Ordinance is the Illinois Raffle and Poker Run Act. The Raffle Act allows municipalities to license the operation of raffles and, while there is no minimum or maximum prize amounts identified in the statute, it does require municipalities to provide limitations on the maximum prize values. This provides municipalities with a great deal of flexibility to establish local ordinances to meet their specific needs.

Based on the information above, the Raffle Ordinance would therefore be amended as follows:

Sec. 12-64. Prizes.
A. The maximum gross cash prize awarded in any raffle shall be six million dollars ($6,000,000).
B. The maximum gross retail value of a noncash prize awarded in any raffle shall be one hundred thousand dollars ($100,000).
C. The aggregate gross value of all prizes awarded in a single raffle shall not exceed six million dollars ($6,000,000).

RECOMMENDATION:
Therefore, if Council concurs, it is recommended that a motion be made to adopt the attached Ordinance Amending Chapter 12, Licenses and Permits Generally, Sec. 12-64 Prizes of the City of McHenry Municipal Code relating to Raffles, increasing the prize limit to an amount not to exceed $6,000,000.
ORDINANCE NO. _________

An Ordinance Amending Chapter 12, Licenses and Permits Generally, Section 12-64, Prizes, of the City of McHenry’s Municipal Code

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: Chapter 12, Licenses and Permits Generally, Section 12-64, Prizes, shall be amended as follows:

Sec. 12-64. Prizes.
A. The maximum cash prize awarded in any raffle shall be six million dollars ($6,000,000).
B. The maximum retail value of a noncash prize awarded in any raffle shall be one hundred thousand dollars ($100,000).
C. The aggregate value of all prizes awarded in a single raffle shall not exceed six million dollars ($6,000,000).

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

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

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

Voting Aye:
Voting Nay:
Absent:
Abstain:

APPROVED:

Mayor Wayne Jett

(SEAL)
ATTEST: ______________________________________
Deputy City Clerk Debra Meadows

Passed: __________________________
Approved: ________________________

Z:\McHenryCityof\Ordinances\RafflePrizes.doc
CERTIFICATION

I, Debra Meadows, do hereby certify that I am the duly appointed, acting and qualified Deputy City Clerk of the City of McHenry, McHenry County, Illinois, and that as such Deputy 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 ________________________, 2018, the foregoing Ordinance entitled An Ordinance Amending Chapter 12, Licenses and Permits Generally, Section 12-64, Prizes, of the City of McHenry’s Municipal Code, 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 ________________________ 2018, 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 ________________________ 2018.

______________________________
Debra Meadows, Deputy City Clerk
City of McHenry,
McHenry County, Illinois

(SEAL)
REGULAR AGENDA SUPPLEMENT

DATE: August 6, 2018

TO: Mayor and City Council

FROM: Wayne. S. Jett, Mayor
Derik Morefield, City Administrator

RE: Consideration of a Liquor License Request for Tacos El Norte owned and operated by Carol Lasso Rios 4318 W. Elm Street, McHenry, Illinois. An Ordinance Amending Chapter 4, Sec. 4-6(1) of the McHenry Municipal Code, increasing the number of Class “A” Liquor Licenses in effect from 32 to 33.

ATT: Liquor License Application
Proposed Ordinance

AGENDA ITEM SUMMARY:
The purpose of this agenda item is for the consideration of granting a Class A liquor license to an existing business – Tacos El Norte located at 4318 W. Elm Street – and, if granted, the adoption of an Ordinance increasing the number of Class “A” licenses in effect from 32 to 33. The business is owned by Carol Lasso Rios, who is also the petitioner for this request.

BACKGROUND/ANALYSIS:
Tacos El Norte has been in business for nearly 24 years in the City of McHenry. This business is a destination for many and is well-managed. The owner has been fingerprinted and all related fees have been paid. Additionally, Mayor Jett has spoken with the applicant and has no concerns with the liquor license request. They also have no intention of offering video gaming.

RECOMMENDATION:
Therefore, if Council concurs, it is recommended that a motion be made to approve a liquor license request for Tacos El Norte located at 4318 W. Elm Street, and amending Chapter 4, Sec. 4-6(1) of the McHenry Municipal Code, increasing the number of Class A liquor licenses in effect from 32 to 33.
ORDINANCE NO. MC-18-

AMENDING SECTION 6(1) OF MUNICIPAL CODE CHAPTER 4, ALCOHOLIC BEVERAGES INCREASING THE NUMBER OF CLASS A LIQUOR LICENSES IN EFFECT FROM THIRTY-TWO (32) TO THIRTY-THREE (33)

(Tacos El Norte)

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: Section 4-6(1) of the Municipal Code relating to liquor license classifications is hereby amended by:

- Increasing the number of Class “A” Liquor Licenses in effect from thirty-two (32) to thirty-three (33).

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not effect, 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 herewith are hereby repealed to the extent of such conflict.

SECTION 3: This ordinance shall be published in pamphlet form by and under the authority of the corporate authorities of the City of McHenry, Illinois.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication, as provided by law.

Passed this 6th day of August, 2018 by roll call vote as follows:

Voting Aye:
Voting Nay:
Absent:

ATTEST:

______________________________
Mayor

______________________________
Deputy City Clerk
APPLICATION FOR LIQUOR LICENSE

CITY OF MCHENRY

UNDER
CITY OF MCHENRY LIQUOR CONTROL
ORDINANCE

FISCAL YEAR 2017/2018
TO BE FILED WITH THE
OFFICE OF THE MAYOR

ALL LICENSES EXPIRE APRIL 30
FOLLOWING DATE OF ISSUANCE

NAME OF BUSINESS, ADDRESS, & TELEPHONE #: Tacos El Norte
4318 W. Elm St. Mchenry IL 60050 815 759-9227

1. Please indicate form of ownership: CORPORATION PARTNERSHIP INDIVIDUAL/SOLE PROP.

IF CORPORATION:
2. Corporation Name:

Corporate Address:

Corporate Phone Number: EMAIL:

3. State of Incorporation:

IF PARTNERSHIP:
4. Name:

Corporate Address:

Corporate Phone Number: EMAIL:

5. State of Incorporation:

IF INDIVIDUAL/SOLE PROP:
6. Applicant's Full Name: CAROL LASSO RIOS

Date of Birth: 10-30-1966

Residence Address: 5019 Saint Joseph's Ct. Wonder Lake, IL

7. Cell 815-690-6337 Business Phone: 815-759-9227 EMAIL: Carolrios @comcast

8. Citizen of U.S.? YES If a naturalized citizen, when and where naturalized:

9. (A) If Applicant is a PARTNERSHIP, give name and address of all partners holding 5% or more of the partnership interest:

(B) If Applicant is CORPORATION, give name, address and telephone number of owners holding 5% or more shares and registered agent:
10. If Applicant and Local Manager are not the same, give name, address and telephone number of Local Manager:

Local Manager's: Date of Birth: Place of Birth: Citizen of U.S.?

11. Principal Type of Business: Restaurant

12. What is current zoning for this property?

13. Type of License Sought: Full liquor license - Class A

14. Date on which business was begun at this location: 1997 July

15. Does applicant own premises for which license is sought? If not, state name and address of owner and attach copy of executed lease.

Heidner Property

16. If property is owned by a land trust, trustee must file affidavit disclosing names and addresses of all beneficial owners and percentage of interest.

17. Is the location of applicant's business for which license is sought within one hundred feet of any church, school (except institutions of higher education), hospital, home for aged or indigent persons or for veterans and their families or any military or naval station?

A. If answer to the above is "YES", is the applicant's place of business a hotel offering restaurant service, a regularly organized club, a food shop or other place where the sale of liquor is to the principal business? If yes, how long has place of business been in operation?

18. If applicant has ever engaged in the business or sale of alcoholic liquor at retail, list address of all locations (may attach supplement sheet).


20. Give applicant's Retailer's Occupational tax (ROT) Registration Number:

21. Are you delinquent in the payment of the Retailer's Occupational Tax (Sales Tax), and if so, the reasons therefor?

22. If this application is for a new license or a transferred license, attach to this Application a copy of Applicant's balance sheet and operating statement for the past three years, or if not available, other proof of financial responsibility.

23. State name and address of dram shop insurance company for both the licensee and owner of the building in which the alcoholic liquor will be sold for the duration of the license AND attach a copy of the declaration page showing the insured parties and amounts of coverage.

24. Describe parking facilities available to the business: It's a mini mall with lots of parking

25. Are you familiar with all the laws of the United States, State of Illinois and ordinances of the City of McHenry pertaining to the sale of alcoholic liquor; and will you abide by them?

26. Will you maintain the entire premises in a safe, clean and sanitary manner free from conditions, which might cause accidents?

Yes we do everyday

27. Will you attempt to prevent rowdiness, fights and disorderly conduct of any kind and immediately notify the McHenry Police Department is any such events take place?

Yes

28. Has any manufacturer, importing distributor or distributor of alcoholic liquors directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value or any credit (other than merchandising credit in the ordinary course of business for a period not in excess of 90 days), or is such a person directly or indirectly interested in the ownership, conduct or operation of the place of business? If answer is "YES", give particulars:

No

29. Have you, or in the case of a corporation, the owners of 5% or more shares of the corporation or the local manager, or in the case of partnership, any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquors?

Answer is "YES", explain:

No

30. Have you, or in the case of a corporation, the owners of 5% or more shares of the corporation and the local manager, or in the case of a partnership, any of the partners, ever been convicted of either a felony or a misdemeanor? If so, please describe:

No

31. Is any individual who is directly or indirectly interested in applicant's place of business, a law-enforcing official or elected public official (mayor, alderman, and member of any City commission, committee or board)? If so, please state name and address of such person:

No
32. List your occupation or employment with addresses thereof for the past 10 years (if partnership or corporation, list same information for each partner and the local manager -- (please attach).

33. Have you ever been convicted of a gambling offense (if a partnership or corporation, include all partners, owners of 5% or more shares of the corporation and the local manager)? \(\text{NO}\) If so, give all details: ________________________________

34. Has any owner(s) or member(s) of a Partnership been issued a federal gaming devise stamp or a federal wagering stamp by the federal government for the current tax period? If a Corporation, has any officer, manager, or director thereof; or, any stockholder owning in the aggregate more than twenty (20) percent of the stock, been issued a federal wagering devise stamp or a federal wagering stamp by the federal government for the current tax period? \(\text{NO}\)

35. Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? ________________________________

36. Have you, or any partner, or owner of 5% or more shares of the corporation or local manager, ever had a liquor license revoked or suspended? ________________________________

37. If so, give all details, including location of the licensed property (please attach).

CAUTION: Failure to provide accurate or complete information may result in the suspension and/or revocation of your liquor license and/or the issuance of a fine.

No person holding a license issued by the City of McHenry shall, in the conduct of the licensed business or upon the licensed premises, either directly or through the agents or employees of the licensee:

1. Violate or permit a violation of any federal law or state statute.

2. Violate or permit a violation of any City ordinance or resolution regulating the sale of alcoholic liquor or relating to the eligibility of the licensee to hold a liquor license.

3. Violate or permit a violation of any rule or regulation of the Illinois Liquor Control Commission, as revised from time to time.

4. Permit the sale of and/or consumption of any alcoholic beverages outdoors absent a specific permit granted by the McHenry City Council however; provided, outside sales and/or consumption shall be permitted from the hours of 11:00 a.m. to 4:30 p.m. during Sidewalk Sales on the Saturday preceding Parade Day during Fiesta Days.

5. During Fiesta Days Celebrations on Parade Day, sell or serve (a) carryout alcoholic beverages (not including packaged liquor sales); or (b) alcoholic beverages in non-original containers, such as plastic cups. Only original containers, such as cans, bottle or glassware may be used.

6. Allowing fighting, disorderly conduct or excessive noise constituting a nuisance or tumultuous conduct of patrons and/or employees of licensee as defined in the McHenry City Code, to take place on the licensed premises or on, about and/or adjacent to the property where the licensed premises is located.

7. Allow patrons to serve or distribute alcoholic beverages to minors on the licensed premises or allow minors to drink alcoholic beverages on the licensed premises.

8. Fail to call the City Police Department upon the violation of any City ordinance or state law relating to fighting, disorderly conduct or excessive noise constituting a nuisance or tumultuous conduct of patrons and/or employees on the licensed premises.
STATE OF ILLINOIS
COUNTY OF McHENRY

I, the undersigned, being first duly sworn, deposes and says that I (we), have read the above and foregoing Application, caused the answers to be provided thereto and all of the information given on said Application to be true and correct, and consent to investigation and background check by the Local Liquor Control Commissioner or his designee and agree to comply with all City Ordinances and the rules stated on this application.

SOLE PROPRIETOR:

Signature
Print Name
Title

Subscribed and sworn to before me this __________ day of __________, 20__.

NOTARY PUBLIC

PARTNERSHIP:
(Authorized Agent of the Partnership)

Signature
Print Name
Title

Subscribed and sworn to before me this __________ day of __________, 20__.

NOTARY PUBLIC

CORPORATION:
(Authorized Agent of the Corporation)

Signature
Print Name
Title

Subscribed and sworn to before me this __________ day of __________, 20__.

NOTARY PUBLIC

MANAGER:

Signature of Local Manager

Print Name

Subscribed and sworn to before me this __________ day of __________, 20__.

NOTARY PUBLIC

2016
REGULAR AGENDA SUPPLEMENT

TO: Mayor and City Council
FOR: August 6, 2018 Regular City Council Meeting
FROM: Douglas Martin, Director of Economic Development
RE: Conditional use permit to allow an assembly use (educational facility), STEAM-based program for children to learn by doing with small retail component at 1112 N Green Street (River Place)

ATT: 1. Location Map
2. Unapproved Special Planning and Zoning Commission Minutes dated July 18, 2018
3. Ordinance approving a conditional use permit to allow an assembly use for the property located at 1112 N Green Street
4. Application Packet

AGENDA ITEM SUMMARY:
Council is being asked to consider a Conditional Use Permit to allow an assembly use (educational facility) with a small retail component at 1112 N. Green Street in the River Place building. Assembly uses are conditional uses in all commercial zoning districts.

BACKGROUND AND DESCRIPTION OF REQUEST:
Snapology is a STEAM (Science, Math, Engineering, Art, Math) based program which teaches kids by having them do different activities, similar to what many of the primary schools do. It is a franchise-based business and the couple proposing to run the business out of River Place has the franchise rights for this area. They are requesting an assembly use, due to the number of children/adults that will be in the unit at any one time, more than 25.

An assembly use is defined as: A building, structure, place or parts thereof for groups of people to gather for an event or regularly scheduled program that is educational, cultural, spiritual, social, or recreational in nature. The only exceptions to this definition include: building, tenant space, room or space used for public assembly purposes as defined herein with an occupant load of 25 persons or less and spaces less than 750 square feet in floor area.
ANALYSIS:
All building codes will be met and the building inspectors have already done a couple of inspections of the unit. An assembly use for zoning purposes is required due to the number of people in the unit, which may result in adverse impacts to adjacent land uses. However, most of the people will be children so there will not be a great demand for more parking, and this business will primarily be open during the day and early evening hours. Staff does not have any concerns with this use and believes it will add to the diversity of uses in the River Place building.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission unanimously recommended approval of an application for a conditional use permit to allow an assembly use (educational facility), STEAM-based program for children to learn by doing with a small retail component for the property located at 1112 N. Green Street.

RECOMMENDATION:
Therefore, if the City Council concurs, it is recommended that a motion be made to approve the attached ordinance granting a Conditional Use Permit to allow an assembly use (educational facility), STEAM-based program for children to learn by doing, with a small retail component for the property located at 1112 N. Green Street.
Location Map: 1112 N Green Street (River Place)
City of McHenry

Special Planning and Zoning Commission Minutes

July 18, 2018

Public Hearing: Joseph Quinn
File No. Z-933
Conditional Use Permit to allow an assembly use (educational facility), STEAM-based program for children to learn by doing with a small retail component at 1112 N. Green Street

Chairman Strach called the Public Hearing to order at 7:35 p.m. regarding File No. Z-933 an application for a conditional use permit to allow an assembly use (educational facility), STEAM-based program for children to learn by doing with a small retail component for the property located at 1112 N. Green Street.

Chairman Strach stated Notice of the Public Hearing was published in the Northwest Herald on July 3, 2018. Notices were mailed to all abutting property owners of record as required by ordinance. The subject property was posted. A Certificate of Publication and Affidavit of Compliance with notice requirements are on file in the City Clerk’s Office.

In attendance were Joseph Quinn, 9404 Nicholas Lane, Spring Grove, IL 60081 who were sworn in by Chairman Strach. Mr. Quinn stated he is requesting approval of a special use for his business, Snapology a STEAM (Science, Technology, Engineering, Art, and Math) based learning and they teach kids using unique methods. STEAM is most know for Legos and Kinects program but utilize laptops for computer coding and tablets for robotics from simple to complex programs. He stated that they also use household items to make things such as slime and other types of things to teach the children viscosity and how things become what they are. He stated this is done by holding summer camps and after school programs at the center or the schools. Snapology also does birthday parties and field trips and special events throughout the year. Mr. Quinn is very excited to bring his business to McHenry.

Director of Economic Development Martin stated that Snapology is a STEAM (Science, Technology, Engineering, Art, Math) based program which teaches kids by having them do different activities, similar to what many of the primary schools do. He stated it is a franchise-based business and the couple proposing to run the business out of River Place has the franchise rights for this area. Director of Economic Development Martin stated they are requesting an assembly use, due to the number of children/adults that will be in the unit at any one time (more than 25). He stated an assembly use could be for educational, cultural,
spiritual, social, or recreational purposes and further stated Snapology would require a conditional use.

Director of Economic Development Martin stated all building codes will be met and the building inspectors have already done a couple of walk-throughs of the unit which is at River Place. He opined this is a good use of the space. An assembly use for zoning purposes is required due to the number of people in the unit, which may result in adverse impacts to adjacent land uses. Director of Economic Development Martin stated does not have any concerns with this use and believes it will add to the diversity of uses in the River Place building. He stated he did not believe there would be any parking or adverse land use impacts.

Director of Economic Development Martin stated Staff Recommends approval of a conditional use permit to allow an assembly use (educational facility) to locate in 1112 N Green Street.

Staff finds the requirements of Table 31 of the zoning ordinance have been met.

Chairman Strach invited questions and/or comments from the Commission. There were no questions from commissioners.

There was nobody in attendance who wished to address the Commission regarding this matter.

Chairman Strach closed the public comment portion of the hearing 7:40 p.m.

Motion by Sobotta seconded by Walsh to recommend to the City Council with regard to File No. Z-933 to approve an application for a conditional use permit to allow an assembly use (educational facility), STEAM-based program for children to learn by doing with a small retail component for the property located at 1112 N. Green Street, as presented:

Staff finds the requirements of Table 31 of the zoning ordinance have been met.

Voting Aye: Gurda, Sobotta, Strach and Walsh.

Voting Nay: None.

Not Voting: None.

Abstaining: None.

Absent: Doherty, Miller, and Thacker.

Motion carried 4-0

Chairman Strach closed the Public Hearing regarding File No. Z-933 at 7:40 p.m.
ORDINANCE NO 18-
AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN ASSEMBLY USE (EDUCATIONAL FACILITY), STEAM-BASED PROGRAM FOR CHILDREN TO LEARN BY DOING WITH A SMALL RETAIL COMPONENT FOR THE PROPERTY LOCATED AT 1112 N. GREEN STREET IN THE CITY OF MCHENRY, MCHENRY COUNTY, ILLINOIS

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, a petition has been filed by Joseph Quinn, 9404 Nicholas Ln., Spring Grove, IL 60081 ("Applicant"), requesting a Conditional Use Permit to allow an assembly use for an educational facility with a small retail component on the property located at the northeast corner of Green Street and Waukegan Road, specifically within the unit, 1112 N Green. The property is legally described on Exhibit "A" attached hereto and incorporated herein, the "SUBJECT PROPERTY"; and

WHEREAS, a public hearing on said petition was held before the Planning and Zoning Commission on July 18, 2018 in the manner prescribed by ordinance and statute, and as a result of said hearing, the Planning and Zoning Commission did recommend to the City Council the granting of the requested Conditional Use Permit; and

WHEREAS, the City Council has considered the evidence and recommendations from the Planning and Zoning Commission and finds that the approval of the requested Conditional Use Permit is consistent with the objectives of the City of McHenry Zoning Ordinance to protect the public health, safety, morals and general welfare of its residents.

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

SECTION 1: That the SUBJECT PROPERTY is hereby granted a conditional use permit to allow an assembly use (educational facility), STEAM-based program for children to learn by doing, with a small retail component.

SECTION 2: In granting said Conditional Use Permit, the City Council finds that the requirements of Table 31 of the Zoning Ordinance have been met in that:
1. Any adverse impact of types or volumes of traffic flow not otherwise typical in the zoning district has been minimized.

2. Any adverse effects of noise, glare, odor, dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type or degree not characteristic of permitted uses in the zoning district, have been appropriately controlled.

3. The proposed use will fit harmoniously with the existing natural or man-made character of its surroundings, and with permitted uses in the zoning district. The use will not have undue deleterious effect on the environmental quality, property values, or neighborhood character already existing in the area or normally associated with permitted uses in the district.

4. The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities, in such a way as to place undue burdens upon existing development in the area.

5. The proposed use will not be detrimental to the safety or health of the employees, patrons, or visitors associated with the use nor of the general public in the vicinity.

6. The proposed use is in harmony with all other elements of compatibility pertinent to the Conditional Use and its particular location.

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 THIS ________ DAY OF ______________________, 2018

AYES: ____________________________________________

NAYS: ____________________________________________

ABSTAINED: ______________________________________

ABSENT: _________________________________________
NOT VOTING:  

APPROVED THIS __________ DAY OF ____________________, 2018

__________________________

MAYOR

__________________________

CITY CLERK
Exhibit A

Legal Description of the Subject Property
Greetings,

At Snapology, we believe that children are meant to learn through play. When children are engaged in interactive, hands-on learning activities, their creativity flourishes and they show an increased interest in school. We help your child grow up with a thirst for knowledge. How do we do it? Snapology engages children ages 2-14 using LEGO® bricks, K’Nex and technology.

Snapology is the premier partner for STEAM programs, offering year-round programs in schools, community facilities, and park districts. Kids have so much fun in our programs that they don’t even realize they’re learning!

Snapology of McHenry is a local, family run business. We live in Spring Grove with our 4 children; Riley (10), Nolan (7), Greyson (5), and Avery (10 months). We are excited at the prospect of bringing hands on education in a fun setting to the children of McHenry and the surrounding communities and being a part of a thriving business community.

Sincerely,

Joseph and Vanessa Quinn
Owners
Snapology of McHenry
# Table of Contents

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Executive Summary

Snapology programs provide a unique atmosphere for students to learn while having fun using Lego® bricks and other similar building toys. The activities are designed to trigger children's lively imaginations, build self-confidence and promote teamwork. Snapology offers many programs designed to teach early learning skills and the concepts of science, mathematics, technology, literacy, engineering, architecture and animation.

Snapology offers:
- After-school enrichment programs
- Evening classes
- Daytime classes
- Summer/Winter camps
- Birthday parties
- Play dates
- Field Trips
- Scouting events
- Open creative play
- Home-school Solutions
- Sale of building sets, blocks and other related items.

Snapology began in Pittsburgh in 2010 and currently has 55 domestic and international locations. Snapology programs grow quickly and experience immediate success due to the following business model attributes:
- Low start-up cost
- Quick profitability
- High profit margins
- Programs are affordable for parents
- Combination of education and fun leads parents to enroll children in Snapology's programs even in a difficult economy
- Use of Snapology's proven guidelines, lesson plans and business model make ownership easy and fun
- Snapology operating territories are broad
- Ongoing support for new owners is available from Snapology Corporate
- Owners have continued access to new programs and fresh ideas
Business Description and Vision

Mission:
To teach children about science and technology through organized play in a clean, safe, fun environment.

Vision:
Within the next 5 years, Snapology will operate in over 100 locations throughout the world. Within the next 10 years, Snapology will operate in over 250 locations throughout the world.

Snapology was created by two sisters, Laura Coe and Lisa Coe, who observed the love their children and nephews had for creative play using building blocks and other materials that snap together. They discovered the need for a center for children to go to play and learn. The idea of offering enrichment classes and camps to teach engineering, mathematics, architecture and animation technology concepts excited them given both of their backgrounds in mathematics and science.

The structure Snapology's programs were inspired by discovery centers in Europe that use blocks to teach children.

Laura Coe and Lisa Coe are the founders and principal owners of the Franchisor, Snapology.

Vanessa and Joseph Quinn are the principal owners and operators of the Snapology franchise in McHenry, Illinois.

The Discovery Center:
At our discovery center, we will host camps, classes, birthday parties, field trips and other events. Our ideal class size is 10-16 students. Some classes may be as large as 20 students. Classes 16-20 students will likely have 2 instructors depending on the subject. The lead instructor (all lead instructors) will have prior teaching experience.
Definition of the Market

There are very few companies throughout the United States that offer the types of classes, camps and discovery centers that Snapology offers. At present, it is a completely untapped market in the McHenry area and many other markets in the US.

Snapology, however, will compete with other children's programs and centers that offer classes, camps and birthday parties to children. Most existing programs are centered on athletics, arcade games and bounce play.

Snapology's target market is children ages 2 - 14. Reaching out to pre-schools, elementary schools and middle schools will be the primary means to provide after-school enrichment classes.

Snapology Discovery Centers appeal to and are marketed to the parents of 2-14 year olds as a place to bring their children to learn, play and celebrate birthdays.
Description of the Products and Services

Snapology programs provide a unique atmosphere for students to learn while having fun using Lego® bricks and other building toys. The activities are designed to trigger children’s lively imaginations, build self-confidence and promote teamwork. Snapology offers many programs designed to teach early learning skills and the concepts of science, mathematics, technology, literacy, engineering, architecture and animation.

Snapology will offer the following products and services:

- After-school enrichment programs
- Evening classes
- Daytime classes
- Summer/Winter camps
- Birthday parties
- Play dates
- Field trips
- Scouting events
- Open creative play
- Home-school solutions
- Social skills groups
- Sale of building sets, blocks and other related items.

Snapology of McHenry anticipates that initially 95% of its revenue will be derived from services and the remaining 5% will come from sales. Looking longer term, we expect the revenue from retail sales to increase.

Child safety, and child safety training is of utmost importance to Snapology. Snapology has a registered ORI number as a private company. All employees of Snapology will undergo a CHRI fingerprinting process through the FBI and Illinois State Police. Employees will also undergo Abuse Prevention Awareness Training. During classes or camps away from our center, we will work with our partners to ensure our check in and check out procedures meet or exceed the standards of our partners. During classes and camps within our center, we will have a 3 step process in place to ensure the children’s safety. Step 1: Record the guardian dropping off the student with ID and signature. Step 2: A card or wristband will be distributed to both student and guardian. Step 3: The guardian and student will sign in and out via software to capture names and contact information.
Organization and Management

The Franchisor, Snapology LLC, is owned by Laura Coe and Lisa Coe. The business is currently operated as a Limited Liability Company (LLC).

Laura Coe holds a BS in Mathematics from Pennsylvania State University. She has been employed as an Actuary in the healthcare industry for the past 20+ years. Laura has a broad background in mathematics, statistics and finance and is a seasoned business owner. Laura has owned several successful small businesses in the past.

Lisa Coe holds a BS in Pharmacy from the University of Pittsburgh. She has been employed as Pharmacist and Consultant in the healthcare and pharmaceutical industry for the past 25 years. Lisa has extensive experience in sales, marketing and strategic business management. Her sales and operational experience is key to the success of Snapology.

Snapology of McHenry is owned by Vanessa and Joseph Quinn. The business is currently operated as a C-Corporation.

Vanessa holds a BS in Business Management with an emphasis in Human Resources from Northeastern Illinois University. She has a background in recruiting/staffing, technology sales and most recently as the Director of Educational Outreach programs for a non profit organization. Vanessa has taken pride in being actively involved in the local community and is passionate about lifelong learning.

Joseph holds an MBA from Northern Illinois University and BS in Business Management with an emphasis in Finance from Northeastern Illinois University. Joseph has a background in finance; most recently as a market president over seeing a large territory. Duties included sales management, but also helping to create and facilitate leadership and sales courses on behalf of the company. Joseph has been active in community board roles for many years and believes it is our responsibility to give back to communities.
Marketing and Sales Strategy

Snapology’s target market is children ages 2-14 and their parents. Our research indicates a significant interested in classes, camps, birthday parties and open play for this target market.

We will reach out to the children and parents via school correspondences, direct mail, magazine advertisements, e-marketing and social networking.

Snapology is has developed a strong brand as well as professionally-developed lesson plans and marketing materials. Due to the educational nature of our programs, schools and facilitators are highly receptive to offering Snapology programs.

Word of mouth is Snapology’s greatest marketing tool. Snapology also holds a great online search engine and social media presence.

Financial projections and details available upon request.
Planning and Zoning Commission
City of McHenry

333 South Green Street  McHenry, IL 60050  Tel: (815) 363-2170  Fax: (815) 363-2173

1. Name of Applicant = Joseph Quinn
   Address 9404 Nicholas Ln, Spring Grove, IL 60081
   Tel 847-239-7516
   Fax

2. Name of Property Owner  RNM, LLC
   (If other than Applicant)
   Address 1300 E Woodfield Rd, Ste 150, Schaumburg, IL 60173
   Fax

3. Name of Engineer
   (If represented)
   Tel
   Address
   Fax

4. Name of Attorney Patrick Smith
   (If represented)
   Address 210 Crystal St, Ste A, Cary, IL 60013
   Fax

5. Common Address or Location of Property 1112 N Green St, McHenry, IL 60050

6. Requested Action(s) (check all that apply)
   - Zoning Map Amendment (Rezoning)
   - Zoning Variance - Minor
   X Conditional Use Permit
   - Zoning Text Amendment
   - Zoning Variance
   - Other

Provide a brief description of the Requested Action(s). For example, the operation that requires a Conditional Use Permit, the specific Zoning Variance needed, or the new zoning classification that is requested:

   The operation requires a conditional use permit for general assembly to operate as an education facility.
7. Current Use of Property: Vacant space in larger mixed use building

8. Current Zoning Classification of Property, Including Variances or Conditional Uses
   Currently being used as a leasing office

9. Current Zoning Classification and Land Use of Adjoining Properties
   North: c4
   South: rs-4
   East: 01
   West: c4

10. Required Attachments (check all items submitted)

   Please refer to the Public Hearing Requirements Checklist to determine the required attachments.

   1. Application Fee (amount) $__________
   2. Narrative Description of Request
   3. FORM A – Public Hearing Application
   4. FORM B – Zoning Map Amendment (Rezoning) Application
   5. FORM C – Conditional Use Application
   6. FORM D – Zoning Variance Application
   7. FORM E – Use Variance Application
   8. Proof of Ownership and/or Written Consent from Property Owner in the Form of an Affidavit
   9. Plat of Survey with Legal Description
   10. List of Owners of all Adjoining Properties
   11. Public Hearing Notice
   12. Sign (Provided by the City, to be posted by the Applicant)
   13. Site Plan
   14. Landscape Plan
   15. Architectural Rendering of Building Elevations
   16. Performance Standards Certification
   17. Traffic Analysis
   18. School Impact Analysis
11. Disclosure of Interest

The party signing the application shall be considered the Applicant. The Applicant must be the owner or trustee of record, trust beneficiary, lessee, contract purchaser, or option holder of the subject property or his or her agent or nominee.

**Applicant is Not Owner**

If the Applicant is not the owner of record of the subject property, the application shall disclose the legal capacity of the Applicant and the full name, address, and telephone number of the owner(s). In addition, an affidavit of the owners(s) shall be filed with the application stating that the Applicant has the authority from the owners(s) to make the application.

**Applicant or Owner is Corporation or Partnership**

If the Applicant, owner, contract purchaser, option holder, or any beneficiary of a land trust is a corporation or partnership, the application shall disclose the name and address of the corporation’s officers, directors, and registered agents, or the partnership’s general partners and those shareholders or limited partners owning in excess of five percent of the outstanding stock or interest in the corporation or interest shared by the limited partners.

**Applicant or Owner is a land Trust**

If the Applicant or owner is a land trust or other trust or trustee thereof, the full name, address, telephone number, and extent of interest of each beneficiary shall be disclosed in the application.

12. Certification

I hereby certify that I am aware of all code requirements of the City of McHenry that relate to this property and that the proposed use or development described in this application shall comply with all such codes.

I hereby request that a public hearing to consider this application be held before the Planning and Zoning Commission, and thereafter that a recommendation be forwarded to the City Council for the adoption of an ordinance(s) granting the requested action(s), including any modifications to this application or conditions of approval recommended by the Zoning Board of Appeals or City Council.

Signature of Applicant(s)
Print Name and Designation of Applicant(s)

Vanessa M Quinn

Joe Quinn
Table 31 of the City of McHenry Zoning Ordinance provides that in recommending approval or conditional approval of a Conditional Use Permit, the Planning and Zoning Commission shall transmit to the City Council written findings that all of the conditions listed below apply to the requested action.

Please respond to each of these conditions as it relates to your request.

1. Traffic
   Any adverse impact of types or volumes of traffic flow not otherwise typical in the zoning district has been minimized.

   No adverse impact on types or volumes traffic is to be expected.

2. Environmental Nuisance
   Any adverse effects of noise, glare, odor, dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type or degree not characteristic of permitted uses in the zoning district have been appropriately controlled.

   No adverse effects of noise, glare, odor, dust, waste disposal, blockage of light or air or to any other element of the environment is to be expended.

3. Neighborhood Character
   The proposed use will fit harmoniously with the existing natural or man-made character of its surroundings and with permitted uses in the zoning district. The use will not have undue deleterious effect on the environmental quality, property values, or neighborhood character existing in the area or normally associated with permitted uses in the district.

   We believe Snapology will be a wonderful add to the community that will fit in to the existing nature and character of the neighborhood. Snapology that will not have an adverse impact on environmental quality, property values and neighborhood character.

4. Public Services and Facilities
   The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities, in such a way as to place undue burdens upon existing development in the area.

   Snapology will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities, in such a way as to place undue burdens upon existing development in the area.
5. Public Safety and Health
The proposed use will not be detrimental to the safety or health of the employees, patrons, or visitors associated with the use nor of the general public in the vicinity.

The use of Snapology will in no way be detrimental to the safety or health of the employees, patrons, or visitors associated with the use nor of the general public in the vicinity.

6. Other Factors
The proposed use is in harmony with all other elements of compatibility pertinent to the Conditional Use and its particular location.

Snapology's use is in harmony with all other elements of compatibility pertinent to the Conditional Use and its particular location.

[Signatures]
Joe Quinn
Vanessa M. Quinn
DISCUSSION AGENDA ITEM

TO: Mayor and City Council
FOR: August 6, 2018 Regular City Council Meeting
FROM: Douglas Martin, Director of Economic Development
RE: Proposed Brewery and Restaurant at Miller Point
ATT: Site Plan, Floor Plan and Building Elevations

The purpose of this discussion agenda item is to provide Council with an opportunity to hear a presentation from Lucky Girl Brewery regarding a development concept for the Miller Point property and to discuss, on a broad level, the merits of this plan a potential partnership with the City of McHenry.

Staff has been working with Lucky Girl (http://luckygirlcrossroads.com) for several months on developing a concept for the redevelopment of the Miller Point Property. A number of meetings have occurred pertaining to the overall vision for the site. As a result of these discussions, Lucky Girl has developed the attached conceptual plans for presentation to, and discussion with, the City Council. As currently proposed, the site includes a two-story brewery and restaurant, with the first floor containing 6,924 square feet and a winery and brewery and the second floor containing 3,571 square feet, including a multi-event space. The total building size proposed is 10,495 square feet with 108 parking spaces. This includes on-street, off-street and the property west of Riverside Drive.

The proposed footprint is very similar to what the Joey T’s restaurant occupied. The building is extremely aesthetically-pleasing with a rustic north woods type of feel. The site plan depicts the proposed Riverwalk improvements as well. The applicants have a similar facility in Paw Paw, MI and are building out a different type of place in Richmond, IL on Route 31.

Again, the focus of this meeting is to obtain City Council feedback on the proposed concept, land use of the property, site plan as well as the building elevations. Additionally, staff has had preliminary conversations with the applicant regarding the role they would play in community events and partnering with the City on the use of Miller Point for different events. Staff has also had discussions with the applicant regarding development incentives in exchange for specific public improvements, such as the expansion of the public parking on the west side of Riverside Drive and participating in the construction of the Riverwalk on the Miller Point property.
Should Council be in general agreement with the scope of the proposed project, the next step in the process would include the development of a formal redevelopment agreement that would include terms for the transmittal of the property, redevelopment timeframes, and public improvements. This redevelopment agreement would come back to Council at a future meeting for consideration.

If the project moves forward the applicant would anticipate commencing construction in late 2019.