



McHenry County

Division of Transportation

Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

Transportation Committee Meeting Wednesday, February 1, 2012, 8:15 A.M. McHenry County Division of Transportation Main Conference Room

- 1.0 CALL TO ORDER
- 2.0 PUBLIC COMMENT
- 3.0 APPROVAL OF MEETING MINUTES
 - 3.05 January 18, 2012
- 4.0 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS AND APPROPRIATING FUNDS FOR INTERSECTION IMPROVEMENTS AT ILLINOIS ROUTE 120 AND FLEMING ROAD FOR THE STATE'S PROJECT
- 5.0 RESOLUTION APPROVING A WETLAND CREDIT AGREEMENT FOR THE HILL ROAD TOWNSHIP BRIDGE PROJECT AND APPROPRIATING FUNDS
- 6.0 RESOLUTION AWARDED A CONTRACT FOR ADVANCE TREE REMOVAL ON JOHNSBURG ROAD AND APPROPRIATING FUNDS FOR THE JOHNSBURG ROAD PROJECT
- 7.0 OLD / NEW BUSINESS
 - 7.05 Old Business
 - 7.05.05 Construction Updates
 - 7.10 New Business
 - 7.10.05 Staff Recognition
- 8.0 EXECUTIVE SESSION
 - 8.05 Meeting Minutes, Land Acquisition, and Pending Litigation
- 9.0 MEMBER COMMENTS
- 10.0 NEXT MEETING DATE & LOCATION
 - 10.05 8:15 A.M. on February 15, 2012 – Division of Transportation
- 11.0 ADJOURNMENT

**Transportation Committee
Meeting Minutes
Wednesday, January 18, 2012 – 8:15 A.M.
McHenry County Division of Transportation
Main Conference Room
Woodstock, Illinois 60098**

Chairperson Anna May Miller
Vice-Chairperson Paula Yensen Scott Breeden
Diane Evertsen Virginia Peschke
Nick Provenzano Sandra Salgado

CALL TO ORDER

Chairperson Miller called the meeting to order at 8:15 A.M.

MEMBERS IN ATTENDANCE

Chairperson Miller, Paula Yensen, Diane Evertsen, Sandra Salgado, Virginia Peschke, Scott Breeden and Nick Provenzano

MEMBERS NOT IN ATTENDANCE

Mr. Provenzano arrived at 8:30 A.M.

Ms. Peschke arrived at 8:40 A.M.

OTHER ATTENDEES

In attendance were: Ken Koehler, County Board Chairman; Ersel Schuster, County Board; Peter Austin, County Administrator; Joseph Korpalski, Director of Transportation/County Engineer; Christina Webb and David Mellem, State's Attorney Office (SAO); Mark Mathewson, MROWCO; Steve Pasinski, Thomas Engineering Group; Brian Smith, AECOM; Jeff Mandsley, City of Crystal Lake; Gary Overbay, Civiltech Engineering, Inc.; Pam Cumpata and Charlie Eldredge, McHenry County Economic Development Corporation (MCEDC); Eric Bjorlin and Michael Lucas, Active Transportation Alliance, Woodstock High School; Andrew Oleksijen and Mason Lucas, McHenry West Campus High School; Mary Moltmann, Sandra Hartnett, Lisa Rhodes, Kevin Keesee, and Melanie Moehling, residents; Jeff Young, Division of Transportation, Assistant County Engineer; Wally Dittrich, Division of Transportation, Design Manager; Mark DeVries, Division of Transportation, Maintenance Superintendent; Ed Markison, Division of Transportation, Assistant Maintenance Superintendent; Jim Werner, Division of Transportation, Construction Engineer; Ray Beets, Division of Transportation, Permit/Developer Project Manager; Chalen Daigle, Division of Transportation, Planning Liaison; Jason Osborn, Division of Transportation, Principal Transportation Planner; Brittany Graham, Division of Transportation, Transportation Planner; Debra Kroll, Division of Transportation, Administrative Specialist.

PUBLIC COMMENT

- Mary Moltmann, Fleming Road resident commented on the 2012 - 2016 Highway Improvement Program.
- Kevin Keesee, Fleming Road resident commented on the Fleming Road project.
- Pam Cumpata, McHenry County Economic Development Corporation (MCEDC) commented on the Randall Road project.

APPROVAL OF MEETING MINUTES – December 21, 2011

On a motion by Ms. Yensen, seconded by Mr. Breeden, the meeting minutes of December 21, 2011, were approved as presented.

A voice vote was taken with all members present voting "aye"; motion carried.

PRESENTATIONS

2040 Long Range Transportation Plan

Students from Woodstock High School and McHenry West High School were in attendance to present their transportation projects to the Transportation Committee regarding the 2040 Plan.

The planning process provides an excellent opportunity to teach issues and policies associated with transportation.

Since October 11, 2011, a small group of Key Club students at McHenry West High School have been meeting once a week after school to discuss transportation issues at and around the school and was facilitated by the Active Transportation Alliance. They engaged in discussions and learned about transportation planning projects. The students decided to look at the neighborhoods surrounding the school and specifically one (1) intersection south of the school, for improvements. Students have additionally explored ideas related to public engagement and creating and conducting successful surveys.

For five (5) weeks, students from both the Civil Engineering and Architecture, and Engineering Design and Development (EDD) classes at Woodstock High School have participated in the program, conducted by their teacher, Mr. Steve Thompson who has an engineering background. After they completed the initial program, students from the EDD class took their knowledge to begin a project on a local intersection, in addition to other general recommendations in the city. Students also participated in a field trip to Chicago to visit and hear representatives from CMAP (Chicago Metropolitan Agency for Planning), UIC School of Urban Planning and Public Affairs, Active Transportation Alliance, and CNT (Center for Neighborhood Technology).

As you may recall, students at Prairie Ridge High School and Crystal Lake Central High School made final project presentations on December 1, 2011. Chairman Koehler was able to attend the presentation at Crystal Lake Central High School. On December 13, 2011, students from Marengo High School participated in a field trip to the MCDOT to learn about the planning, engineering, and maintenance activities behind a highway system. Following a tour of the MCDOT facilities, the students presented their final projects and received constructive feed-back from staff.

At this time, students from Woodstock High School offered their presentation, after which the Transportation Committee offered their comments and questions.

Mr. Provenzano arrived at 8:30 A.M.

At this time, students from McHenry West High offered their presentation, after which the Transportation Committee offered their comments and questions.

Ms. Peschke arrived at 8:40 A.M.

Accolades were offered to the students by Committee members, who applauded their creative efforts and solutions.

RESOLUTION VACATING A PORTION OF MCHENRY AVENUE ROAD PURSUANT TO SECTION 5-109 OF THE ILLINOIS HIGHWAY CODE

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution vacating a portion of McHenry Avenue Road.

In 1954, the original alignment of McHenry Avenue Road was located east of Randall Road in a north/south orientation. In 1969, that alignment was modified to provide a curvilinear alignment. It is these unused portions of McHenry Avenue Road that are being vacated. The present eastern right-of-way of Randall Road was recorded in 2010 as part of the Rakow Road widening project.

A motion was made by Ms. Salgado, seconded by Ms. Peschke, to approve the resolution vacating a portion of McHenry Avenue Road pursuant to Section 5-109 of the Illinois Highway Code was approved with a recommendation to the County Board.

A voice vote was taken with all members present voting “aye”; motion carried.

RESOLUTION APPROVING THE ACQUISITION OF RIGHT-OF-WAY FOR HIGHWAY PURPOSES FOR THE MILLER ROAD PROJECT PURSUANT TO EMINENT DOMAIN

McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution approving the acquisition of right-of-way for the Miller Road widening and resurfacing project in the City of McHenry and authorizing the condemnation of two (2) parcels.

The two (2) parcels listed in this resolution were discussed at the December 21, 2011 Transportation Committee meeting. The MCDOT has been unsuccessful in negotiating a settlement to acquire the necessary land needed to construct the Miller Road project. At that meeting, the Committee gave direction for the MCDOT to bring forward a resolution authorizing condemnation.

A motion was made by Ms. Peschke, seconded by Ms. Yensen, to approve the resolution approving the acquisition of right-of-way for highway purposes for the Miller Road project pursuant to eminent domain was approved with a recommendation to the County Board.

A roll call vote was taken with all members present voting “yes”; motion carried.

RESOLUTION APPROVING THE 2012 TO 2016 HIGHWAY IMPROVEMENT PROGRAM

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution approving the 2012-2016 Highway Improvement Program (HIP).

At the beginning of November, six (6) County Board workshops were held to review the HIP and discuss long-range transportation issues. Notes from these workshops have been distributed. At the December 21, 2012 Transportation Committee, it was decided to seek further input from the County Board on the HIP. On January 3, 2012, the Committee of the Whole met.

During the Committee of the Whole meeting, MCDOT was directed to change language in the HIP regarding the Fleming Road project and the Randall Road and Algonquin Road intersection project. This language has been changed.

A motion was made by Mr. Provenzano and seconded by Ms. Salgado, to approve the resolution approving the 2012 to 2016 Highway Improvement Program (HIP).

Ms. Salgado questioned the verbiage of “reconstruct” within the HIP, as brought up during Public Comment. MCDOT staff advised that this matter was specifically discussed during the Committee of the Whole meeting. It was explained that “reconstruction” means reconstructing the existing road and taking out the existing pavement and base and “rehabilitation” means resurfacing or cold in place recycling, which is a pavement treatment.

Chairperson Miller advised that the options regarding Fleming Road will be brought before the Fleming Road Community Advisory Group (CAG), and by direction today, an additional CAG meeting will be scheduled by which hopefully a preferred alternative will be established and brought forward to the Transportation Committee for evaluation.

Chairperson Miller requested that a Context Sensitive Solutions (CSS) Policy that details the roles of all stakeholders be drafted this year.

Ms. Evertsen expressed her low level of confidence regarding State funding and Federal funding when looking at \$50,000,000.00 in loans and debt certificates in order to finance these projects. How confident are we that the funding will come through. Discussion ensued noting that funding is not a certainty, which is why bonding is an option.

Mr. Breeden felt that the key factor was that McHenry County has the matching funds available, in order to take advantage of Federal funding.

A roll call vote was taken with all members present voting “yes”; motion carried.

RESOLUTION TO APPROVE ADOPT-A-HIGHWAY VOLUNTEER GROUP AGREEMENTS

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution approving the inclusion of the identified groups into the McHenry County Division of Transportation Adopt-A-Highway Program.

In Loving Memory of Shannon McCarty Virginia Road from US 14 to Pyott Road
new group

GFWC Marengo Woman's Club Kishwaukee Valley Road from McKinstry Road to Dimmel Road
new group

Spring Grove Firefighter's Assoc. Wilmot Road from IL 173 to the State Line
current group adopting second section of road

In order to augment the McHenry County Division of Transportation's (MCDOT) litter collection efforts, the County enacted an Ordinance to allow for volunteer groups to adopt various sections of highways for litter collection. With the approval of this agreement, the MCDOT has 136 groups enrolled in the program covering 145 centerline miles of the 214 available miles in the program which is roughly 68%.

The ordinance requires that the volunteer groups enter into an agreement with McHenry County defining the responsibilities of the group and the County. This resolution approves the County to enter into an agreement with three (3) groups for three (3) sections of highway.

On a motion by Ms. Peschke, seconded by Ms. Evertsen, the resolution approving the inclusion of the identified groups into the McHenry County Adopt-A-Highway Program was approved with a recommendation to the County Board.

A voice vote was taken with all members present voting "aye"; motion carried.

OLD / NEW BUSINESS

Old Business

- Chairman Koehler, MCDOT staff, and McHenry County College personnel attended a very productive meeting facilitated by the Illinois Department of Transportation (IDOT), regarding the U. S. Route 14 improvement in front of the McHenry County College. IDOT is moving forward with the land acquisition for those improvements.
- Mr. Provenzano advised Committee members that Congressman Hultgren visited McHenry County, more specifically Algonquin Road at Randall Road and options for that location were discussed. Congressman Hultgren also visited the Green T intersection on Randall Road. Discussions entailed transportation funding and funding mechanisms, in the era of no earmarks, after which the Congressman offered helpful ideas and tips. He noted that the creation of an appropriation bill for highway construction was in process. The Congressman would like to see a four-year capital plan versus a two-year capital plan. Mr. Provenzano stated that the meeting was most informative.
- Ms. Salgado asked Chairman Koehler about a private road task force. Discussion ensued. Chairman Koehler informed the Transportation Committee that additional meetings will be held and more information will be brought back to this committee in the future.

Ms. Evertsen requested that Chairman Koehler provide the Committee members with documentation of those possible options for non-dedicated roads, in order to assist Committee members in supporting their constituents.

New Business

None

EXECUTIVE SESSION – Meeting Minutes, Land Acquisition and Pending Litigation

On a motion by Ms. Salgado, seconded by Ms. Yensen, the Committee went into Executive Session at 9:25 A.M. to discuss Executive Session Meeting minutes, land acquisition and pending litigation.

A roll call vote was taken with all members present voting “yes”; motion carried.

REGULAR SESSION

On a motion by Ms. Peschke, seconded by Ms. Salgado, the Committee went into Regular Session at 9:40 A.M.

A roll call vote was taken with all members present voting “yes”; motion carried.

Chairperson Miller stated that no action was taken in Executive Session.

By direction of the Committee, the Executive Session Meeting minutes from December 21, 2011 will be sent to the SAO for review and release.

MEMBER COMMENTS

- Ms. Peschke referenced the evening of the snow storm when her son drove Township roads and Fleming Road and noted that the best maintained road was Fleming Road.

NEXT MEETING DATE & LOCATION

Transportation Committee meeting on Wednesday, February 1, 2012 at 8:15 – McHenry County Division of Transportation

ADJOURNMENT

On a motion by Ms. Salgado, seconded by Ms. Yensen, the meeting adjourned at 9:43 A.M.

A voice vote was taken with all members present voting “aye”; motion carried.

RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS AND APPROPRIATING FUNDS FOR INTERSECTION IMPROVEMENTS AT ILLINOIS ROUTE 120 AND FLEMING ROAD FOR THE STATE'S PROJECT

WHEREAS, in order to obtain federal and state funding of local highway improvements, McHenry County is required, under Illinois Department of Transportation policies, to enter into an agreement for the funding of said local improvements; and

WHEREAS, the Illinois Department of Transportation (IDOT) has undertaken an intersection improvement project to install a traffic signal and turn lanes at the intersection of Illinois Route 120 and Fleming Road identified in IDOT's *Proposed Improvements for Illinois Highways FY 2012*; and

WHEREAS, the attached intergovernmental agreement between the State of Illinois and the County of McHenry defines the Local Agency required participation in the improvement and the estimated required local share of the cost of the improvement, said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the attached intergovernmental agreement is hereby approved and that there is hereby appropriated the sum of one hundred eighty-two thousand three hundred and thirty dollars (\$182,330.00) from the Motor Fuel Tax Fund, OCA code 820110-6095; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the County pay to the State in a lump sum from any funds allotted to the County, an amount equal to 80% of its obligation incurred under this agreement, and will pay to said State the remainder of the obligation in a lump sum, upon completion of the project based on final costs; and

BE IT FURTHER RESOLVED, the County agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost; and

BE IT FURTHER RESOLVED, that this project has been designated as Section 11-00404-00-TL; and

BE IT FURTHER RESOLVED, that the County Board Chairman is authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three certified copies of this resolution to the Director of Transportation/County Engineer, two of which will be forwarded to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

DATED at Woodstock, Illinois, this 7th day of February, A.D., 2012.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ
County Clerk

FAP Route 333
IL Route 120 (McHenry Avenue)
State Section: 15-N-6
McHenry Counties
Job No. : C-91-663-10
Agreement No.: JN-112-026
Contract No.: 60L27

AGREEMENT

This Agreement entered into this ____ day of ____, 20____ A.D, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the COUNTY OF MCHENRY of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 1,440 lineal feet (0.27 miles) of IL Route 120, (FAP Route 333), McHenry Avenue, STATE Section 15-N-6, State Job Number: C-91-663-10, at its intersection with Fleming Road; and reconstructing approximately 786 lineal feet of the Fleming Road approach to IL Route 120, (McHenry Avenue), as follows:

Widening and resurfacing of IL Route 120 (McHenry Avenue) allowing for one fourteen (14) feet and variable through traffic lane in each direction separated by a twelve (12) feet and variable flush median while providing an exclusive left turn lane at the intersection of Fleming Road; and

Reconstructing and widening the Fleming Road approach to IL Route 120 (McHenry Road) to provide one eleven (11) feet through traffic lane in each direction separated by an eleven (11) feet and variable flush median and providing and exclusive left turn lane at the intersection of IL Route 120.

Additional work will include pipe culvert installations, hot mix asphalt shoulders, aggregate shoulders, new traffic signal installation, utility adjustments, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering costs, subject to reimbursement by the COUNTY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
4. The COUNTY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

The COUNTY further agrees that upon award of the contract for this improvement, the COUNTY will pay to the STATE in a lump sum from any funds allotted to the

COUNTY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

The COUNTY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.

5. The COUNTY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
6. The COUNTY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL Route 120 without the consent of the STATE.
7. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
8. The COUNTY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

9. Upon final field inspection of the improvement and so long as IL Route 120 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained, within the limits of the improvement, Illinois Route 120 in its entirety.
10. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained, within the limits of the improvement, Fleming Road in its entirety, up to the through edge of pavement of IL Route 120. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the COUNTY unless there is an agreement specifying different responsibilities.
11. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
IL Rte. 120 (McHenry Ave) @ Fleming Road		
STATE Share	(100)%	(100)%
COUNTY Share	(0)%	(0)%

12. It is mutually agreed that the actual signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.
13. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals.

14. The STATE retains the right to control the sequence and timing of the traffic signals.

15. Payment by the STATE of any or all of its' share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.

16. It is mutually agreed, if in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said signals, then the COUNTY agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct in conjunction with the STATE's proposed improvement.

17. The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in full force and effect for a period of twenty (20) years from the date of its execution, or so long as the traffic signals covered by the terms of this Agreement or any amendment hereto remain in place in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

Obligations of the STATE and COUNTY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

COUNTY OF MCHENRY

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Diane O'Keefe
Deputy Director of Highways,
Region One Engineer

Date: _____

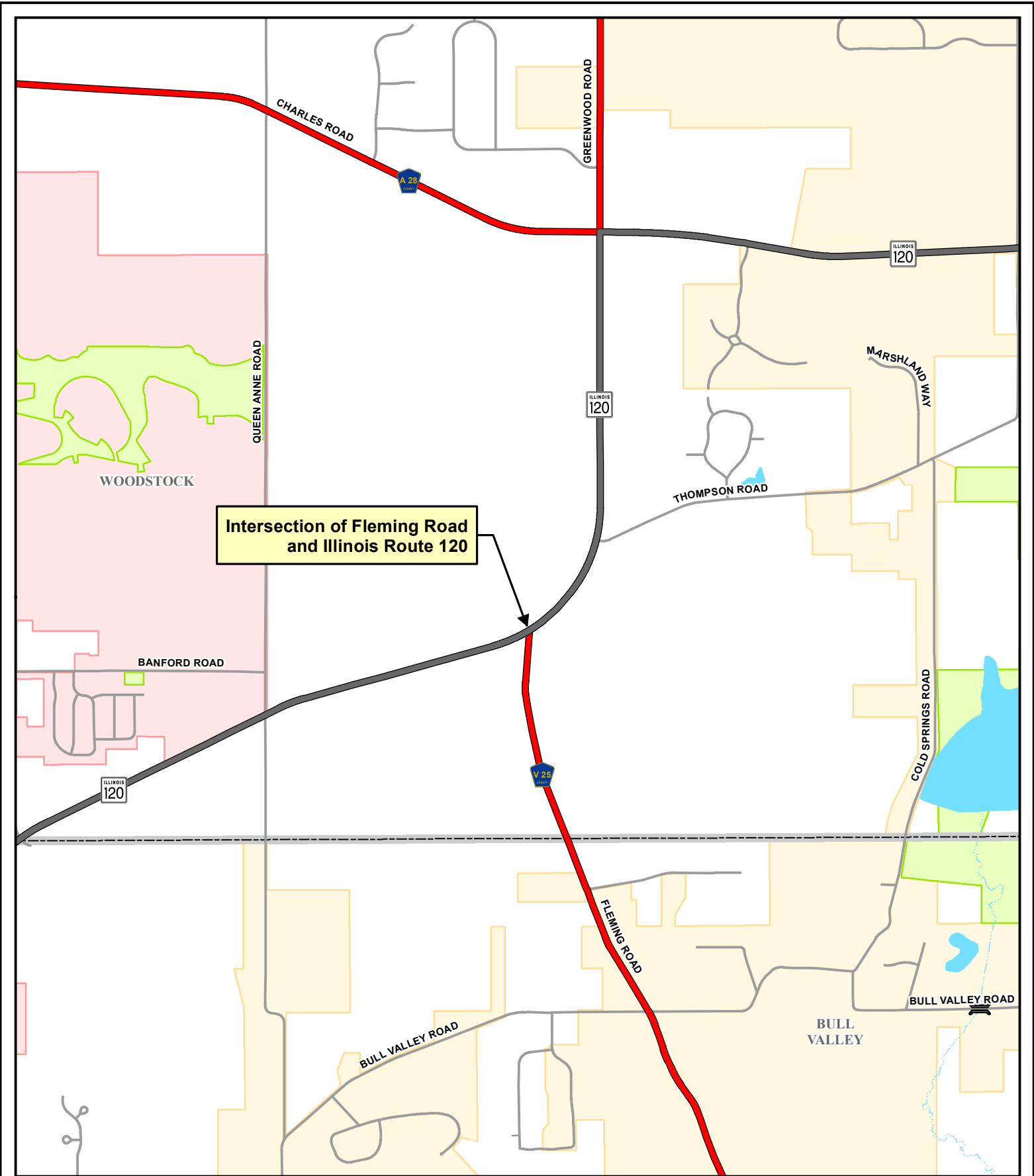
STATE OF ILLINOIS)
COUNTY OF MCHENRY)

I, _____, COUNTY CLERK in and for the COUNTY OF MCHENRY
hereby certify the foregoing to be a true perfect and complete copy of the resolution
adopted by the COUNTY BOARD at a meeting on _____, 20____A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of
_____. 20 _____ A.D.

County Clerk

(SEAL)



Intersection of Fleming Road and Illinois Route 120

DISCLAIMER
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DATE
 Monday, January 23, 2012

FILE
 Fleming & IL 120

PROJECTION
 Transverse Mercator
 NAD 1983 State Plane
 Illinois East

LEGEND

- County Route
- State/US Route
- Interstate Route
- Municipal/Township Route
- Rail Road
- Hydrography

0 500 1,000 1,500 2,000 Feet

SCALE
 1 inch = 2,000 feet

FLEMING ROAD AND ILLINOIS ROUTE 120

McHenry County
 Division of Transportation



RESOLUTION
APPROVING A WETLAND CREDIT AGREEMENT FOR THE HILL ROAD
TOWNSHIP BRIDGE PROJECT AND APPROPRIATING FUNDS

WHEREAS, McHenry County is desirous of replacing the Hill Road Bridge over the north branch of the Nippersink Creek as part of the County Board approved FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, said project will require impacting some areas identified as high quality wetlands under the United States Army Corps of Engineers jurisdiction to accommodate current federal roadway and bridge standards and will therefore require the mitigation of these wetland disturbances through the purchase of wetland credits from an approved wetland bank located in the Fox River watershed; and

WHEREAS, the Slough Creek wetland bank owned by Ecologic Planning, Inc. is the only approved wetland bank by the United States Army Corps of Engineers available for this project; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Wetland Credit Agreement with Ecologic Planning, Inc. for a not to exceed amount of \$188,000.00 to purchase said wetland credits, said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Wetland Credit Agreement between McHenry County and Ecologic Planning, Inc. is hereby approved in the not to exceed amount of \$188,000.00; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of one-hundred eighty-eight thousand dollars (\$188,000.00) from the Matching Fund, OCA code 820115-6090, for said agreement; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 08-00356-00-BR; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois this 7th day of February, A.D., 2012.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

WETLAND CREDIT AGREEMENT

THIS WETLAND CREDIT AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this _____ day of _____, 2012, (the “Effective Date”) by and between SLOUGH CREEK JOINT VENTURE, an Illinois general partnership (hereinafter referred to as “Seller”) and the COUNTY OF McHENRY, a Public Agency (hereinafter referred to as “Purchaser”);

WITNESSETH:

WHEREAS, Purchaser has applied to the U. S. Army Corps of Engineers (hereinafter referred to as “USACOE”) for a permit under Section 404 of the Clean Water Act so as to allow the discharge of clean non-toxic fill material into a wetland within the Hill Road Project over the Nippersink Creek (Section #08-00356-00-BR), in McHenry County, Illinois (hereinafter referred to as “Project”). The Project Number assigned by the USACOE is LRC-2009-448; and

WHEREAS, as a condition to the issuance of a permit from the USACOE Purchaser is required to compensate for said wetland impacts, and elects to do so through the purchase of credits in the Sellers’ Slough Creek Wetland Mitigation Bank (hereinafter referred to as “Wetland Bank”); and

WHEREAS, the USACOE has determined that Purchaser shall be required to purchase a total of 2.36 certified acres (0.59 acre/impacts at 4:1 ratio) of wetland credit (equivalent to 3.54 uncertified acre/credits at 6:1 ratio) due to the proposed impacts to the wetlands resulting from the development of the Project; and

WHEREAS, the Project is located in the Fox River watershed and the Wetland Bank is also located in the same watershed, in Greenwood Township, McHenry County, Illinois.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1) RECITALS: The recitals are hereby incorporated herein by this reference.

2) COMPENSATION: Purchaser shall, subject to the terms and conditions hereinafter provided, pay to the Seller the sum of ONE HUNDRED AND EIGHTY-EIGHT THOUSAND AND EIGHT HUNDRED (\$188,800.00 hereinafter referred to as the “Purchase Price”) for 2.36 certified wetland credits in the Wetland Bank. The Purchase Price shall be paid in the following manner:

a) PAYMENT OF PURCHASE PRICE: Upon receipt of the USACOE approval notice for the Project (hereinafter referred to as “Permit Approval Notification”), Purchaser shall pay Seller the Purchase Price as stated herein, or \$188,800.00. All payments hereunder shall be made to SLOUGH CREEK JOINT VENTURE. Upon payment of the Purchase Price, Seller shall notify the USACOE that Purchaser has secured 2.36 acres of certified wetland credit from the Wetland Bank.

b) INCREASE OR DECREASE IN REQUIRED AMOUNT OF CREDITS: Should the wetland credits required by the USACOE be increased or decreased from the time of Agreement execution to the time Purchase Price has been paid, the Agreement shall be modified to reflect an adjusted Purchase Price based on the same price per acre as originally set out in this Agreement, if Seller has such credits available.

c) TERMINATION: If after one hundred and twenty (120) days after the Effective Date Purchaser has not received the Project Permit, then at any time thereafter until Purchaser receives the Project Permit either party may terminate this Agreement by written notice to the other party and the parties shall have no further obligations hereunder. If Seller terminates Agreement, Seller shall return the Earnest Money to Purchaser.

3) SELLER'S PERFORMANCE INDEMNITY: In consideration of the Purchase Price, Seller affirms that it has sufficient wetland credits released by the USACOE in the Wetland Bank to satisfy the wetland credits required by Purchaser and hereby does sell such credits to Purchaser. Purchaser shall have no obligation to perform any of the responsibilities of the Seller, or satisfy any other obligations of Seller now or hereafter as set forth by the USACOE in the development and maintenance of the Wetland Bank.

4) NOTICES: Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier, by United States mail, return receipt requested, or by facsimile to the parties hereto as follows:

If to Seller:

Mr. Steve Weller
EcoLogic Planning, Inc.
4250 W. Tanglewood Road
Bloomington, Indiana 47404
Phone: (815) 935-7078
Fax: (812) 935-7079

If to Purchaser :

Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer
McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098
Phone: (815) 334-4962
Fax: (815) 334-4989

Any notice given pursuant hereto by overnight courier shall be effective as of delivery; any notice given pursuant hereto by First Class United States mail, return receipt requested, shall be effective as of the third business day following its posting, and any notice given pursuant hereto by facsimile shall be effective as of receipt of a confirmation by the sending party.

5) PRIOR AGREEMENTS: This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written instrument executed by or on behalf of both Seller and Purchaser.

6) APPLICABLE LAW: Seller and Purchaser shall be contractually bound to this Agreement, which shall be governed by the laws of the state of Illinois and subject to the requirements of any applicable federal laws or regulations. Changes in federal, state, or local laws, which might have otherwise impacted this Agreement, shall not be enforced retroactively after execution of this Agreement. Each party shall be held harmless for damages sustained by the other party as a result of changes in federal, state, or local laws or their interpretation or enforcement.

7) SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and Purchaser, as the case may be, and their respective successors and assigns. Neither party hereto shall assign any interest hereunder without the prior written approval of the other first hand.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

PURCHASER:

COUNTY OF McHENRY

By: _____
County Board Chairman

SELLER:

SLOUGH CREEK JOINT VENTURE

By: _____
Steven Weller
Owner/Manager

RESOLUTION
AWARDING A CONTRACT FOR ADVANCE TREE REMOVAL ON JOHNSBURG ROAD AND APPROPRIATING FUNDS FOR THE JOHNSBURG ROAD PROJECT

WHEREAS, in order to prepare the Johnsburg Road corridor for the Johnsburg Road improvement project and required utility relocations an advance tree removal contract has been prepared; and

WHEREAS, the Johnsburg Road project is part of the County Board approved FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, bids were received on January 23, 2012 at the Division of Transportation; and

WHEREAS, the Transportation Committee of the County Board met on February 1, 2012 and received the bid tabulations for said improvement with the following bid results:

Clean Cut Tree Services, Inc.	\$98,877.00
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NOW THEREFORE BE IT RESOLVED, by the McHenry County Board that the Johnsburg Road Tree Removal contract be awarded to Clean Cut Tree Services, Inc. of Lake Villa, Illinois in the amount of ninety-eight thousand eight hundred seventy-seven dollars (\$98,877.00); and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of one hundred fifteen thousand dollars (\$115,000.00) from the Motor Fuel Tax Fund, OCA code 820110-6090, for said contract; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 05-00314-01-WR; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute the necessary contract documents; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute three certified copies to the Director of Transportation/County Engineer, two of which will be forwarded to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

DATED at Woodstock, Illinois, this 7th day of February, A.D., 2012.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

