

AGENDA
COMMITTEE OF THE WHOLE
February 11, 2020
2200 Harnish Drive
Village Board Room
- AGENDA -
7:30 P.M.

Trustee Brehmer – Chairperson
Trustee Glogowski
Trustee Spella
Trustee Sosine
Trustee Steigert
Trustee Jasper
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
 - A. Consider a Special Event and Event Liquor Permits for St. Margaret Mary’s Shamrock Shave Saturday, March 14, 2020
 - B. Consider an Ordinance for the Disconnection of Park Property from the Village of Algonquin and an Intergovernmental Agreement with Village of Cary
4. **General Administration**
5. **Public Works & Safety**
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: February 6, 2020

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Consideration of St. Margaret Mary “Shamrock Shave” event*

St. Margaret Mary parish has petitioned for a Special Event Permit for March 9, 2019, for their annual “Shamrock Shave” event, a fundraiser for children with cancer.

The event is held entirely indoor and would not ordinarily require a special event permit except for the parish’s desire to serve beer and wine with the corned beef dinner, which requires a liquor license.

This event has been held by St. Margaret Mary for many years with no issues. Village and Fire Department staff have reviewed the request and recommend forwarding this request to the Board for approval. CD Staff concur with that recommendation.



ST. MARGARET MARY
CATHOLIC CHURCH

January 13, 2020

Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

Good Morning!

This coming March, Saint Margaret Mary is once again planning to host "Shamrock Shave". Serving a Corned Beef and Cabbage Dinner, men, women and children having their heads shaved all for the needy in the community and Cancer Research. The "Shamrock Shave" has not only become a successful fundraiser for some important charities, it is also a testament to the stewardship and giving nature of our parish community and the unending desire of our parishioners to do God's work by serving others.

We plan to serve beer and wine, as well as the Corned Beef and Cabbage Dinner.

"Saint Margaret Mary Shamrock Shave" will take place on Saturday, March 14, 2020. This is a family orientated event and will run from 5:00 PM – 11:00 PM.

We have controls in place to insure NO underage drinking, wrist bands will be given to persons 21 and over with the proper identification. We are providing security with volunteers from our parish, some who are police officers.

I have submitted an application for a Special Event Liquor Permit through the Village. If you have any questions please feel free to call me at our parish offices, (847) 658-7625.

Sincerely,



Linda M. Settles, Office Manager
Saint Margaret Mary Church

cc: Chief of Police

111 South Hubbard Street, Algonquin, Illinois 60102 ♦ 847.658.7625

Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION



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

Please type or print legibly.

Official Name of the Event: Saint Margaret Mary Shamrock Shave

Sponsoring Organization:

Name: Saint Margaret Mary Church Contact Name: Margaret Przybylko
Address: 111 S. Hubbard Street
City, State, ZIP: Algonquin, IL 60102
Phone: 847-658-7625 Email: mprzybylko@saintmargaretmary.org

Event Coordinator:

Name: Jonna Burck
Home Address: [REDACTED]
City, State, ZIP: Algonquin, IL 60102
Phone: [REDACTED] Email: [REDACTED]

Event Information:

Describe the Nature of the Event: Fundraising Event

New Event Repeat Event If repeat, will anything be different this year? No

Event Address: Saint Margaret Mary School, 119 S. Hubbard Street, Algonquin, IL 60102

Date(s) and Time(s) of the Event: March 14, 2020

Rain Date(s), if applicable: _____

Set-Up Date/Time: _____

Maximum Number of Attendees/Participants Expected: 300+

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

How will the revenue be used (include donations to non-profit or charitable organizations): Fundraising for Pediatric Cancer; St. Vincent dePaul Conference providing financial assistance in our community.

Event Website: www.saintmargaretmary.org/shamrockshave

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: See attached lay-out and security detail

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

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

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

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

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

Do you wish to serve alcoholic beverages? Yes No _____

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes No _____

If Yes, attach a copy of the policy. Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes _____

No _____

If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: Various Bands, Irish Dancers, performing

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

Do you plan on holding a raffle during this event? Yes X No _____

(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event _____

(please print): Jonna Burck

On-site contact's cell number: [REDACTED]

On-site contact's work number: [REDACTED]

On-site contact's home number: [REDACTED]

Affidavit of Applicant:

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

[Handwritten Signature]

Signature of Applicant

1-13-20

Date

MARGARET PRZYBYLKO

Printed Name of Applicant

Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

- ✓ **If not**, contact us immediately.
- ✓ **Do not discard** - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

OFFICIAL DOCUMENT State of Illinois - Department of Revenue OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate

CATHOLIC CHURCH DIOCESE OF ROCKFORD

555 COLMAN CENTER DR
ROCKFORD IL 61108-2747

Sales Tax Exemption Certificate

Issue date: 05/16/2019	Sales Tax Exemption	E99916673
Expiration date: 06/01/2024	Organization type:	Religious

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

 **ILLINOIS REVENUE**
[Signature]
Director

OFFICIAL DOCUMENT - DO NOT DESTROY

VILLAGE OF ALGONQUIN
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION CHECKLIST



A license is required for all public events. This applies to both for profit and not-for-profit organizations, and includes but is not limited to outdoor exhibitions, shows, carnivals, circuses, concerts, and musical performances. The application packet must be completed in its entirety and submitted at least forty-five (45) calendar days before the Public Event to the Village of Algonquin, Community Development Department, 2200 Harnish Drive, Algonquin, IL 60102.

- All public event requests require a permit from the Village of Algonquin.
- The Village may place conditions on the public event as deemed appropriate to protect the health, safety, and welfare of the public.
- The Village Manager or his/her designee may revoke a public event/entertainment license or a carnival worker permit at any time and demand immediate cessation of the event based upon violations of this code, on-premise criminal acts by the event employees or when the event presents an endangerment to public safety.
- Police officers and all other Village officials shall have free access to the grounds and all booths, shows, and concessions on such grounds at all times to ensure that the event is in compliance with this code.

The Public Event Permit Application must include the following:

- Completed Public Event/Entertainment License Permit Application Form
- Application fee made payable to the Village of Algonquin in the amount of \$50 for each day the public event will run
or: Submit proof of not-for-profit status
- Site approval if needed:
 1. Letter of consent from the property owner or;
 2. Letter to the Village Board requesting the use of public property
- Site plan showing the layout of the event
- Minimum Insurance Requirements - See pages 4 and 5 for requirements. (Proof of insurance shall be filed no less than 30 days prior to the event or the event shall be subject to cancellation.)
- Electrical Building Permit Application with a copy of the contractor's electrical license and a detailed drawing that includes the source of power and circuitry
- McHenry and/or Kane County Temporary Food Service permit, if applicable (Copy of approval to be provided to Village within 5 days after event.)
- Will liquor be served at this event? Yes No
If yes, then the appropriate liquor permit from the Liquor Commissioner must be applied for.
- Will a raffle be conducted as part of this event? Yes No
If yes, then the appropriate raffle permit from the Village Clerk must be applied for to the start of the event. (Such permit is limited to Algonquin-based, non-profit organizations only.)

Jan 30, 2020
25 pd. #42817

APPLICATION FOR "EVENT" LIQUOR PERMIT

TO: The Liquor Commissioner of the Village of Algonquin, Illinois
(PLEASE TYPE OR PRINT ALL INFORMATION)

The undersigned applicant, being duly sworn on oath, makes application for a Liquor Permit in the Village of Algonquin, as follows:

1. The name of the applicant to appear on the permit is: _____
Saint Margaret Mary Church

2. The address of the applicant is: _____
111 S. Hubbard Street
Algonquin, Illinois 60102

3. The name and address of officer or agent for the applicant is: _____
Rev. Piotr Sarnicki, OFM, Conv
111 S. Hubbard Street, Algonquin, Illinois 60102

4. A. The applicant is presently: (Complete all applicable parts)
(1) Class ___ Licensee in the Village; License No. _____
(2) Nonprofit organization, registered with the State of Illinois
(3) Other type of organization: Please specify _____
(i.e., Fraternal, Educational, Civic, Political, Religious)
(4) Provide Illinois Department of Revenue Tax Exempt Number and/or Illinois Business Tax Number assigned to your organization _____

B. The description and location of premises or place of business which is to be operated under the proposed permit: _____
Saint Margaret Mary School

119 S. Hubbard Street, Algonquin, Illinois 60102

C. The date(s) and hours of operation requested under the proposed permit are: _____
March 14, 2020
5:00 PM - 11:00 PM

The number of days shall not exceed what is presently allowed by ordinance.

5. BASSET Training Required: Successful completion of a BASSET program, or other similar program as approved by the Chief of Police, is require for at least one person coordinating and responsible for the responsible sale of alcoholic liquor during the event. Such person



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Bassett Services, Inc.	
	PHONE (A/C No. Ext): 414-203-4053	FAX (A/C No.): 414-258-1250
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Catholic RRG, Inc		10083
INSURER B: Safety National Casualty Corporation		15105
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Diocese of Rockford DIOCOFR-01

Finance & Administration Office
P.O. Box 7044
Rockford IL 61125

COVERAGES **CERTIFICATE NUMBER:** 1343896252 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RRG 10268-22	7/1/2019	7/1/2020	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ Included \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RRG 10268-22 XS1026822	7/1/2019 7/1/2019	7/1/2020 7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			RRG 10268-22	7/1/2019	7/1/2020	EACH OCCURRENCE \$ \$4,000,000 AGGREGATE \$ \$4,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP 4060846	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Statutory E.I. EACH ACCIDENT \$ \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.I. DISEASE - POLICY LIMIT \$ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability and Auto Liability limits inclusive of \$250,000 Self-Insured Retention.
 If Additional Insured status noted herein, coverage afforded by Form #TNC-G118 (ed. 01/01/12).

For: Saint Margaret Mary Catholic Church, 119 S Hubbard St, Algonquin, IL 60102.
 Reason: Shamrock Shave to be held 03/14/20 from 5PM to 11PM at the above address.

Dram Shop Liquor Liability coverage applicable to Saint Margaret Mary and the Diocese of Rockford with respect to the event. Liquor Liability included in Excess/Umbrella Liability.
 See Attached...

CERTIFICATE HOLDER Village of Algonquin 2200 Harnish Dr Algonquin IL 60102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Illinois BASSET SELLER / SERVER CERTIFICATION

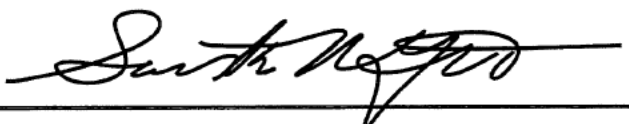
Trainee Name: Joanne Pasternak

Certificate #: [REDACTED]

Date of Completion: 03/05/2019

School Name:

360training.com dba Learn2Serve

I, 
certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

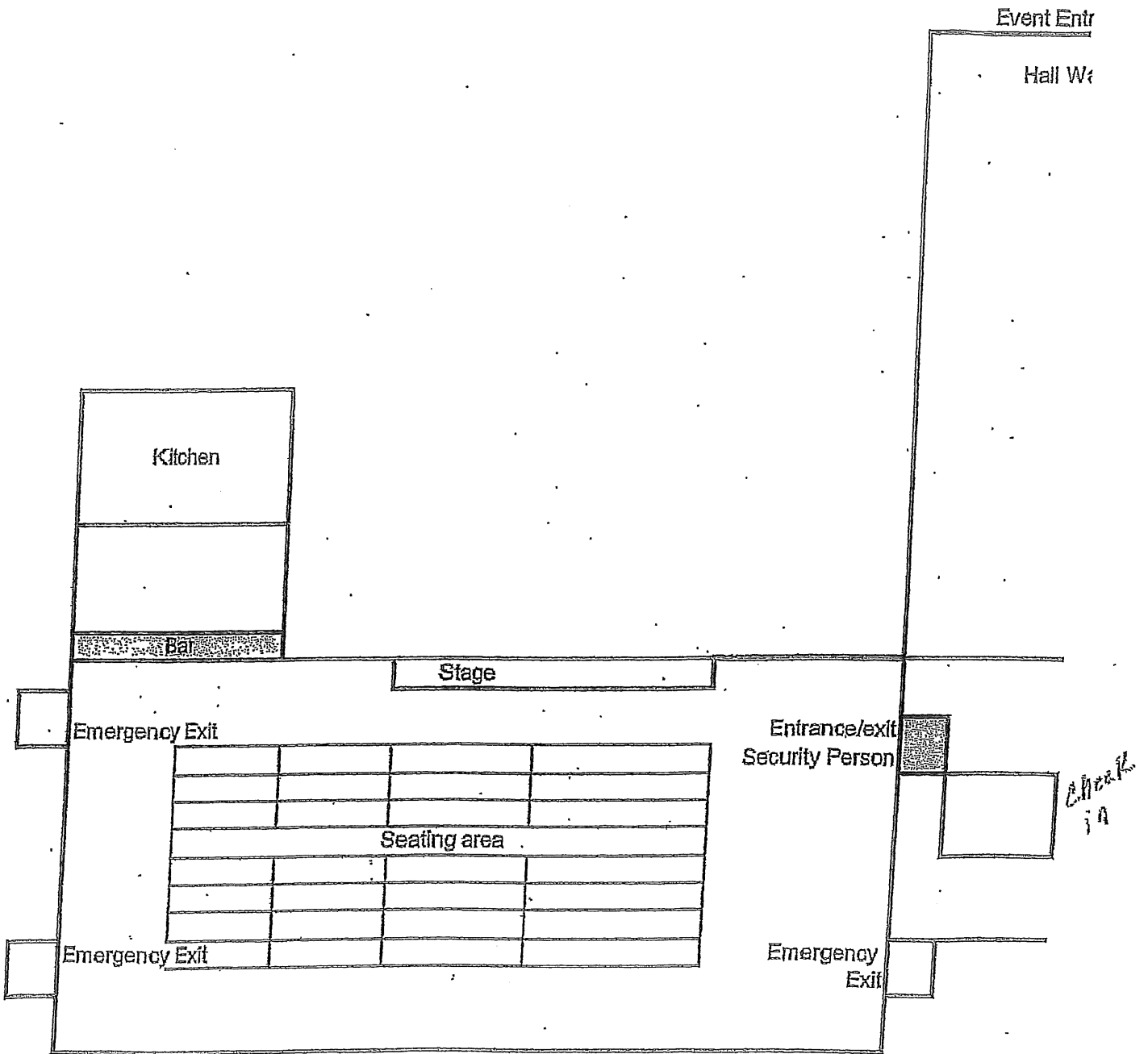
This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.

learn²
serve

Corporate Headquarters

6801 N Capital of Texas Hwy, Suite 150
Austin, TX 78731
P: 877.881.2235



-There is no way for anyone to enter through the Back Exits from the Out side

Saint Margaret Mary 2020 Shamrock Shave Security Detail

Following are the individuals that will be providing Security during the event:

Scott Nejman

[REDACTED]
Algonquin, IL 60102

Dan Kotleba

[REDACTED]
Algonquin, IL 60102

Mitch Kaminski

[REDACTED]
Algonquin, IL 60102

Andre Manaois

[REDACTED]
Algonquin, IL 60102



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: February 11, 2020

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Cary Lake at Rotary Park –**
Disconnection of Park Property from Village of Algonquin and Intergovernmental Agreement with Village of Cary

Background

Committee members will likely recall Meyer Material was before our Village in 2018 with a request to re-plot the former gravel quarry north of Klasen Road that is located in Algonquin’s jurisdiction. The area in purple on the map at right is the land that Meyer Material agreed to deed to the Village of Cary as part of a park site that has now been named Cary Lake at Rotary Park.

Additionally, in 2018, the commercial parcels that will remain in Algonquin were down-zoned from I-1, Industrial to B-2, Business (pink parcels on map above right).



Proposed Disconnection

The Village of Cary has now submitted the enclosed draft ordinance to disconnect Lot 2 (light purple parcel) from the Village of Algonquin, so that it may subsequently be formally annexed into the Village of Cary (copy of Cary’s draft annexation ordinance also enclosed for reference purposes).

Proposed Intergovernmental Agreement

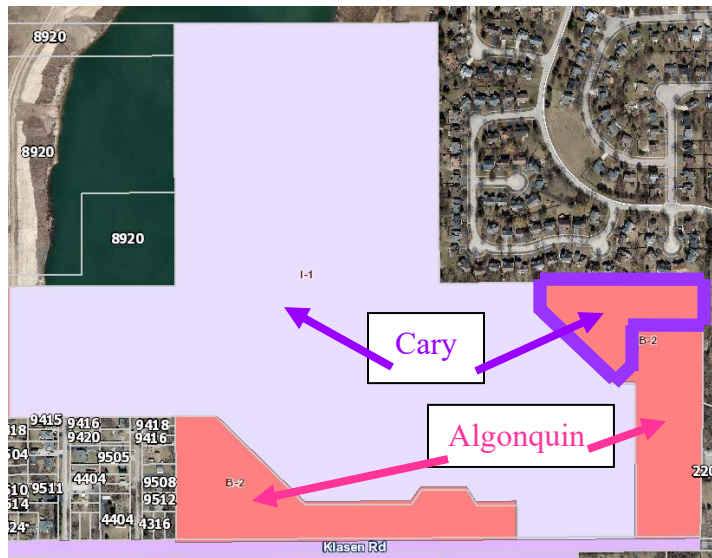
Concurrent with the Committee’s consideration of this request, the Village of Cary has also submitted an Intergovernmental Agreement document (copy enclosed) that both memorializes the process for disconnection from Algonquin and subsequent annexation to Cary, as well as states on Page 3, Section 2 that “Cary covenants that residents of Algonquin shall be charged in parity with the residents of Cary for the opportunity to

access all or any part of the recreational improvements”. At this time no fee or charge is assessed to visitors of the new Cary Lake at Rotary Park, and that equity clause in the agreement ensures that Algonquin residents would be considered and treated the same as Cary residents should admission to the park property ever be enacted in the future.

Staff supports the disconnection request as there are no benefits to having the park space remain in Algonquin’s jurisdiction since it will be owned and maintained by the Village of Cary, and Algonquin residents will be charged in parity with Cary residents concerning any potential future fees for admission.

Staff Recommendation

To summarize the request, the park property in purple at right will be disconnected from Algonquin, annexed into Cary, and Algonquin residents would be considered the same as Cary residents should any admission charges be put in place for visitors. The parcels in pink on the map at right will remain in Algonquin with the minor exception of a small portion of the lot on the far east side, wherein the northern portion has also been deeded by Meyer Material to the Village of Cary for park and open space purposes. Village Staff does not have any concerns about the additional land Meyer Material deeded to Cary as the land in that area has a very steep slope and its preservation as open space will serve as a sizable buffer from the existing residential homes to any future commercial development.



Recommendation

The Village Attorney’s office has reviewed the enclosed Intergovernmental Agreement and draft ordinances of disconnection and annexation and did not have any concerns or changes; Staff does not have any issues or concerns with the documents as drafted and recommends approval of the Intergovernmental Agreement and Ordinance Disconnecting the portion of Cary Lake at Rotary Park currently located within our Village’s jurisdiction.

Enclosures:

- Intergovernmental Agreement Between the Villages of Cary and Algonquin
- Land Title Survey
- Ordinance Disconnecting Certain Property
- Ordinance Annexing Certain Property

*Prepared By and
After recording, return to:*

Village of Cary
655 Village Hall Drive
Cary, Illinois 60013

This space reserved for Recorder's use only.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CARY AND
THE VILLAGE OF ALGONQUIN**

This Agreement made and entered into as of the ____ day of _____, 20__, by and between the VILLAGE OF CARY (“Cary”) and the VILLAGE OF ALGONQUIN (“Algonquin”), each being Illinois municipal corporations.

W I T N E S S E T H

WHEREAS, Cary and Algonquin are authorized to enter into this Agreement pursuant to the Illinois Compiled Statutes and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, a portion of Cary’s boundary with Algonquin bisects certain property commonly known as the Cary Lake at Rotary Park, a former gravel mine previously owned and operated by Meyer Material, (hereinafter described as the “Rotary Park”), which condition causes a separate taxation of property that is under common ownership and use; and

WHEREAS, Cary and Algonquin desire to consolidate under one jurisdiction the Rotary Park for the purpose of simplifying the levy and payment of taxes related to such lots and the reduction of the taxes borne by the owners of the same.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and pursuant to the authority vested in the parties under the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq. and all other applicable authority, the parties agree as follows:

1. **Consolidation of Jurisdiction.** For the purpose of consolidating the jurisdiction in which the Rotary Park is located, the parties agree to perform the following duties pursuant to Section 7-1-25 of the Illinois Municipal Code and the terms otherwise expressed within this Intergovernmental Agreement:

A. The Village of Algonquin shall adopt an ordinance providing for the disconnection of that portion of Rotary Park lying in the Village of Algonquin, more specifically depicted and described as both Parcel 1 and Parcel 4 on Exhibit A, ALTA/NSPS Land Title Survey, attached hereto and incorporated by reference (“Algonquin Territory”).

B. The Village of Cary shall adopt an ordinance providing for the annexation of the Algonquin Territory.

C. Algonquin shall, within 90 days of adoption of the disconnection ordinance, file with the Recorder of Deeds and County Clerk of McHenry County, a copy of Algonquin’s disconnection ordinance, along with an accurate map of the property to be disconnected.

D. Cary shall, within 90 days of adoption of the annexation ordinance, file with the Recorder of Deeds and County Clerk of McHenry County, a copy of Cary’s annexation ordinance, along with an accurate map of the property to be annexed.

E. Cary and Algonquin shall be solely responsible, at their own cost, for the recording and filing of the foregoing disconnection and annexation ordinances.

2. **Recreational Uses.** In the event any portion of the Algonquin Territory is or becomes owned by Cary, improved for recreational purposes, and made accessible for public use, Cary covenants that residents of Algonquin shall be charged in parity with the residents of Cary for the opportunity to access all or any part of the recreational improvements, notwithstanding any contrary ordinances, regulations or policies otherwise adopted by the owner of the property. This covenant shall survive the termination of this Agreement; it being the intent of Cary and Algonquin for this covenant to remain enforceable for so long as any part of the Algonquin Territory is owned by Cary, its successors and assigns, improved for recreational purposes, and made accessible for public use. This covenant shall be expressly included in any deeds of conveyance from Cary to any public body for any part of the Algonquin Territory, but the failure to include it shall not affect its enforceability.

3. **Cooperation.** Cary and Algonquin promise to extend whatever cooperation and perform all acts and execute all documents as are deemed reasonably necessary to implement the intent of this Agreement.

4. **Miscellaneous.**

A. This Agreement may be amended in writing by mutual agreement of the parties.

B. This Agreement shall not grant any rights to any third party nor shall any third party rely on or gain any expectation resulting from the Parties' respective promises and covenants contained herein.

C. Notice. Any notices or communications required under this Agreement shall be given by any means capable of providing a written, dated confirmation of receipt to the address set forth below, or to such other address which the party may provide by giving notice thereof in conformance with this section. Such notices of communications shall be deemed effective as of the date set forth on the written, dated confirmation of receipt.

To Cary: Village of Cary
Attn: Village Administrator
655 Village Hall Drive
Cary, Illinois 60013

With a copy to: Klein, Thorpe and Jenkins, LTD.
Attn: Cary Attorney
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

To Algonquin: Village of Algonquin
Attn: Village Manager
2200 Harnish Drive
Algonquin, Illinois 60102

With a copy to: Zuckowski, Rogers, Flood McArdle
Attn: Algonquin Attorney
50 N. Virginia Street
Crystal Lake, Illinois 60014

D. This Agreement shall be for a term of 20 years.

E. This Agreement may only be terminated prior to the term set forth above by mutual agreement of the parties where the parties have agreed in writing that the Agreement will terminate as of a date certain. In the event either party has failed to perform its obligations under the Agreement and remains in default after ninety (90) days written notice of such failure, the non-defaulting party's sole remedies shall be an action in law, in the

event of there being an adequate monetary remedy, or for specific performance, where the default is with respect to an executory covenant provided for herein.

F. This Agreement may be executed by separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the Parties.

G. Nothing in this Agreement is intended or shall be construed as establishing a relationship of agency, partnership, or joint venture between the parties hereto. Each party hereto shall retain the sole right to control its own employees.

H. All questions of interpretation, construction, enforcement and all controversies with respect to the Agreement shall be governed by the applicable constitutional, statutory and common law of the State of Illinois; provided, however, that this Agreement shall be construed as being drafted by both parties in equal measure and with equal bargaining position.

IN WITNESS WHEREOF, the corporate authorities of the Village of Algonquin and Village of Cary, pursuant to authority granted by the adoption of Resolutions by their respective governing Boards, have caused this Agreement to be executed by their respective Presidents and attested by their respective Clerks on the day and year first above written.

VILLAGE OF CARY

VILLAGE OF ALGONQUIN

By: _____

By: _____

ATTEST:

ATTEST:

ALTA/NSPS LAND TITLE SURVEY



SEE SHEET 2

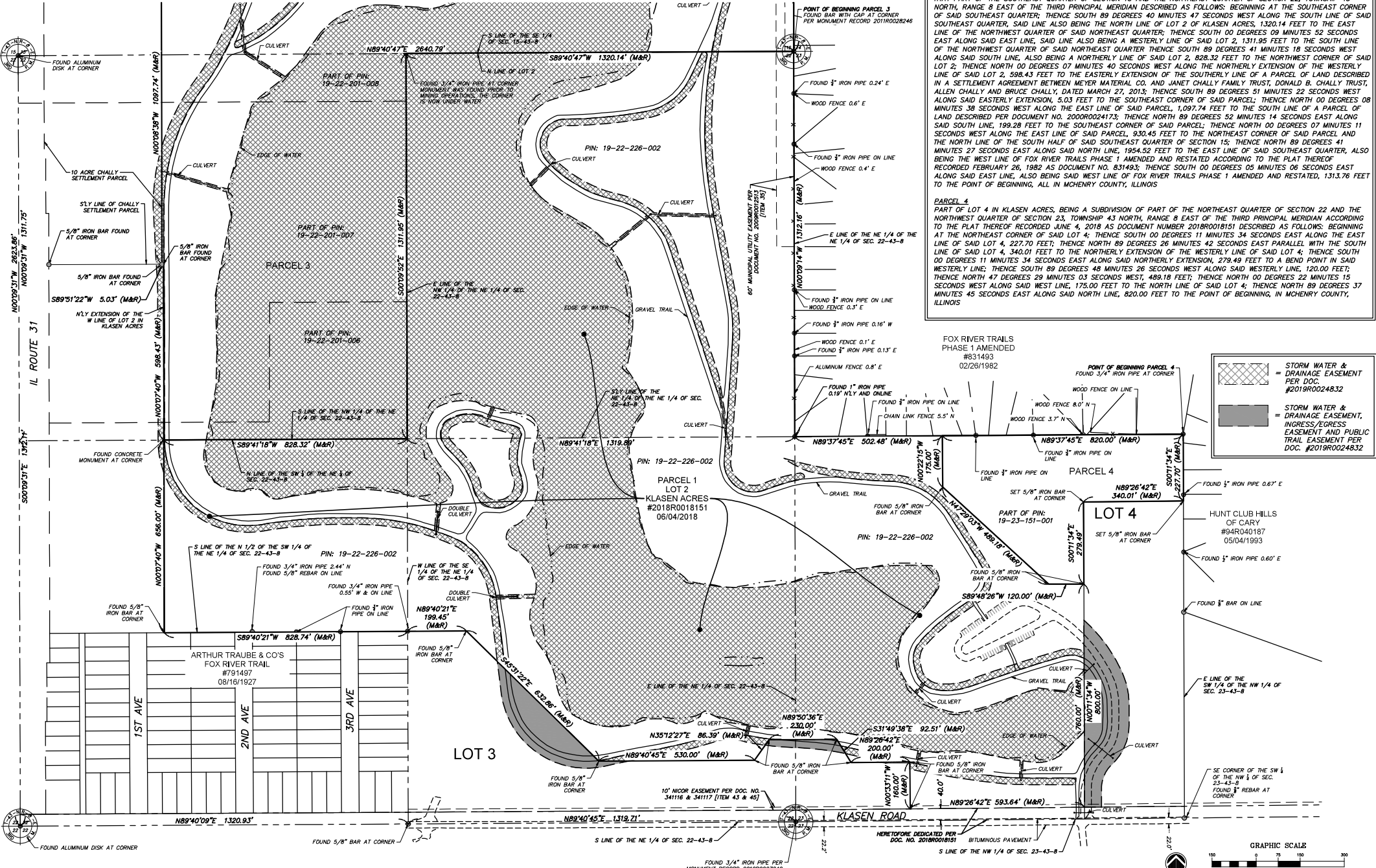
LEGAL DESCRIPTION

PARCEL 1
LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF KLASEN ACRES, PART OF THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2018 AS DOCUMENT NUMBER 2018R0018151, IN MCHENRY COUNTY, ILLINOIS

PARCEL 3
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 40 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER; SAID LINE ALSO BEING THE NORTH LINE OF LOT 2 OF KLASEN ACRES; 1320.14 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 09 MINUTES 52 SECONDS EAST ALONG SAID EAST LINE; SAID LINE ALSO BEING A WESTERLY LINE OF SAID LOT 2, 1311.95 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE; ALSO BEING A NORTHERLY LINE OF SAID LOT 2, 828.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 2, 598.43 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN A SETTLEMENT AGREEMENT BETWEEN MEYER MATERIAL CO. AND JANET CHALLY FAMILY TRUST, DONALD B. CHALLY TRUST, ALLEN CHALLY AND BRUCE CHALLY, DATED MARCH 27, 2013; THENCE SOUTH 89 DEGREES 51 MINUTES 22 SECONDS WEST ALONG SAID EASTERLY EXTENSION, 5.03 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 00 DEGREES 08 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL, 1,097.74 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED PER DOCUMENT NO. 2000R0024173; THENCE NORTH 89 DEGREES 52 MINUTES 14 SECONDS EAST ALONG SAID SOUTH LINE, 199.28 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 00 DEGREES 07 MINUTES 11 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL, 930.45 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AND THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 41 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE, 1904.52 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER, ALSO BEING THE WEST LINE OF FOX RIVER TRAILS PHASE 1 AMENDED AND RESTATED ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1982 AS DOCUMENT NO. 831493; THENCE SOUTH 00 DEGREES 05 MINUTES 06 SECONDS EAST ALONG SAID EAST LINE, ALSO BEING SAID WEST LINE OF FOX RIVER TRAILS PHASE 1 AMENDED AND RESTATED, 1313.76 FEET TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS


PARCEL 4
PART OF LOT 4 IN KLASEN ACRES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2018 AS DOCUMENT NUMBER 2018R0018151 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, 227.70 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 42 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 340.01 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 4; THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS EAST ALONG SAID NORTHERLY EXTENSION, 279.49 FEET TO A BEND POINT IN SAID WESTERLY LINE; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID WESTERLY LINE, 120.00 FEET; THENCE NORTH 47 DEGREES 29 MINUTES 03 SECONDS WEST, 489.18 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 15 SECONDS WEST ALONG SAID WEST LINE, 175.00 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 89 DEGREES 37 MINUTES 45 SECONDS EAST ALONG SAID NORTH LINE, 820.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS

-  STORM WATER & DRAINAGE EASEMENT PER DOC. #2019R0024832
-  STORM WATER & DRAINAGE EASEMENT, INGRESS/EGRESS EASEMENT AND PUBLIC TRAIL EASEMENT PER DOC. #2019R0024832



NO.	DATE	BY	REVISION DESCRIPTION

Illinois Professional Design Firm # 184-001922
 420 N Front Street
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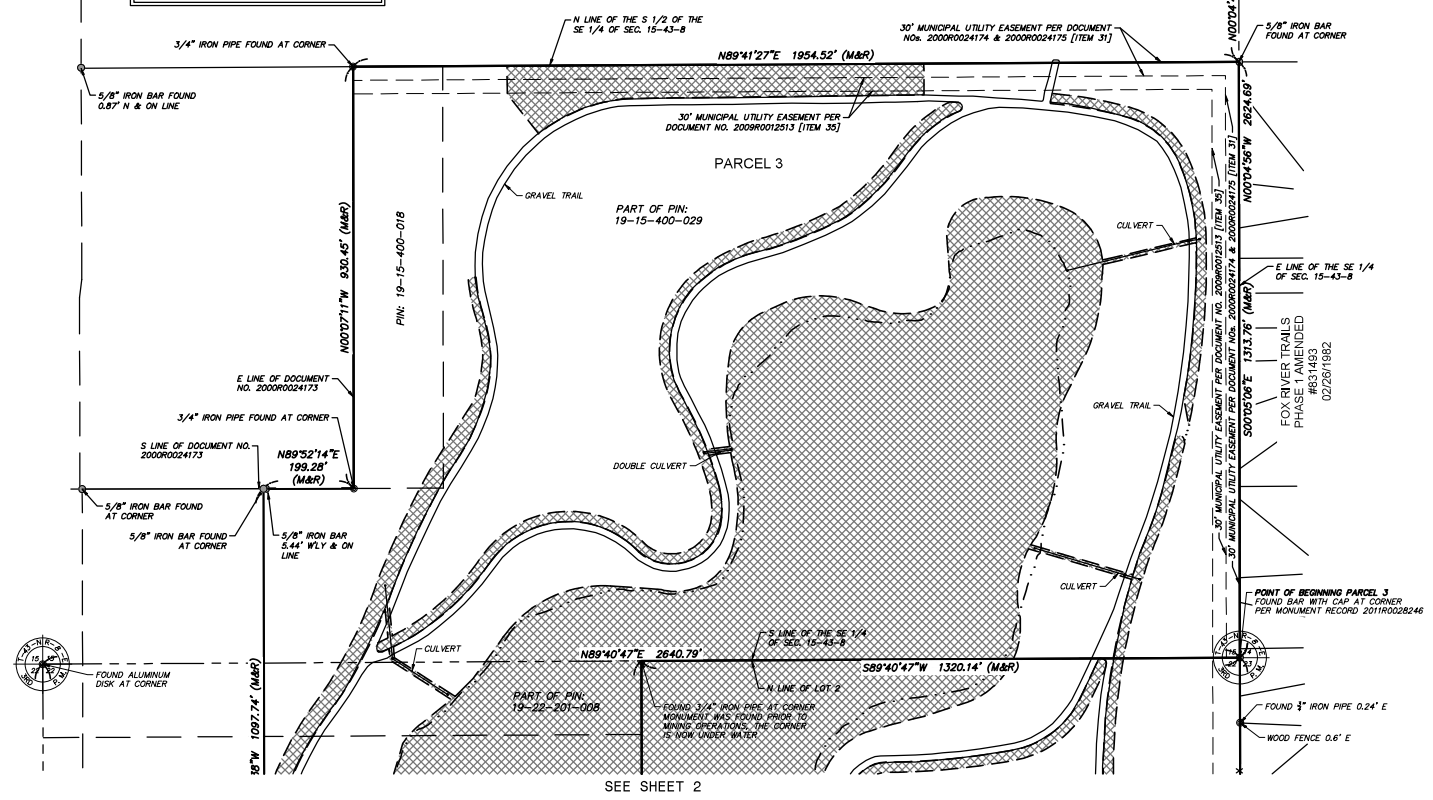
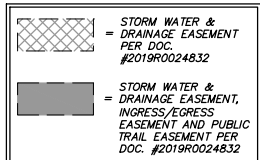
ALTANSPS LAND TITLE SURVEY

VILLAGE OF CARY PARCELS
 KLASEN ROAD
 CARY, IL

BAR IS ONE INCH ON OFFICIAL DRAWINGS.
 IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.

DRAWN BY: JSB
 APPROVED: MRE
 JOB DATE: 09/03/2019
 JOB NO: 180164

ALTA/NSPS LAND TITLE SURVEY



TITLE COMMITMENT REPORT NOTES

THIS SURVEY IS BASED, IN PART, ON COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 18008766CL, BEARING AN EFFECTIVE DATE OF JULY 12, 2018.

NOTES CORRESPONDING TO SURVEY RELATED SCHEDULE B - PART 2 ITEMS

Items 1-26 & 46-47 are not survey related and do not contain any plottable items.

ITEM 27 (T): Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the land. THE RECENTLY RECORDED STORM WATER & DRAINAGE EASEMENT, DOCUMENT 2019R0024832 IS SHOWN HEREON.

ITEM 28 (U): Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any. THE RECENTLY RECORDED STORM WATER & DRAINAGE EASEMENT, DOCUMENT 2019R0024832 IS SHOWN HEREON.

ITEM 29 (U): Rights of the Village of Cary to maintain water and sewer lines, if any, over the premises. THE RECENTLY RECORDED STORM WATER & DRAINAGE EASEMENT, DOCUMENT 2019R0024832 IS SHOWN HEREON.

ITEM 30 (W): Existing unrecorded farm leases of Kadillac Farms. DOCUMENT WAS NOT PROVIDED TO SURVEYOR AND IS NOT PLOTTABLE.

ITEM 31 (X): A municipal utility easement over the North and East 30 feet of the land as created by instrument recorded as document 2009R0024175. EASEMENT IS SHOWN HEREON.

ITEM 32 (Y): Ordinance number 001-05-08, passed by the Village of Cary on May 22, 2001; establishing and adopting a business district plan. A COPY OF THE REFERENCED DOCUMENT WAS NOT PROVIDED TO THE SURVEYOR.

ITEM 33 (AA): Ordinance No. 008-02-10 granting a conditional use permit from Village of Cary recorded as document 2009R0035564. THE REFERENCED DOCUMENT DESCRIBES PART OF THE SURVEYED LANDS, BUT DOES NOT CONTAIN ANY PLOTTABLE ITEMS.

ITEM 34 (AB): Ordinance No. 008-02-07 providing approval of First Amendment to annexation agreement from Village of Cary recorded as document 2009R0039967. THE REFERENCED DOCUMENT DESCRIBES PART OF THE SURVEYED LANDS, BUT DOES NOT CONTAIN ANY PLOTTABLE ITEMS.

ITEM 35 (AC): Plat of Easement for Municipal Utility Easement and the easement provisions and grantees as set forth on the plat recorded March 13, 2009 as document 2009R0012513. See plat for exact location. EASEMENT IS SHOWN HEREON.

ITEM 36 (AD): We note ordinance authorizing execution of annexation agreement, recorded March 31, 1994 as Document No. 94R21147 and the provisions therein contained. THE REFERENCED DOCUMENT DESCRIBES PART OF THE SURVEYED LANDS, BUT DOES NOT CONTAIN ANY PLOTTABLE ITEMS.

ITEM 37 (AC): Right of way of State Route 31 as established by instrument recorded on October 9, 1970 as document number 531553. THE SURVEYED LANDS SHOWN HEREON DO NOT BORDER STATE ROUTE 31. IT IS SHOWN HEREON FOR REFERENCE.

ITEM 38 (AF): Rights of the Village of Cary to maintain water and sewer lines, if any, over the premises. THE RECENTLY RECORDED STORM WATER & DRAINAGE EASEMENT, DOCUMENT 2019R0024832 IS SHOWN HEREON.

ITEM 39 (AC): Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes. THE SUBPLAT FOR KLASEN ACRES DEDICATES RIGHT OF WAY ALONG KLASEN ROAD. SURVEYOR IS NOT AWARE OF OTHER DEDICATIONS.

ITEM 40 (AH): Covenants, conditions, restrictions, easements and building lines but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the recorded Final Plat of Subdivision of Klases Acres, recorded June 4, 2018 as Document No. 2018R0018151, which does not contain a reversionary or forfeiture clause. THE REFERENCED DOCUMENT, WHICH DESCRIBES PART OF THE SURVEYED LANDS, DOES NOT GRANT ANY EASEMENTS OR BUILDING LINES. THERE ARE NO OTHER PLOTTABLE ITEMS.

ITEM 41 (AI): Easement for pipeline, apparatus and equipment, together with right of inspection, over the premises in question, as created by Grant from Walter A. Klases, et al. to Bachtel Corporation, its successors and assigns recorded August 10, 1967 as Document No. 476444 and the provisions therein contained. (affects the underlying land) affects Parcel 4. THE REFERENCED DOCUMENT, WHICH DESCRIBES PART OF THE SURVEYED LANDS, DOES NOT DESCRIBE AN EXACT LOCATION OF THE EASEMENT AND IS NOT PLOTTABLE.

ITEM 42 (AJ): Rights of the Public, the State of Illinois and the municipality in and to so much of the premises in question acquired for road purposes by instrument recorded April 8, 1941, in Book 24 of Miscellaneous Records, Page 519 from John Klases. (affects the underlying land) affects Parcel 4. THE REFERENCED DOCUMENT LIES EASTERLY OF AND DOES NOT TOUCH THE SURVEYED LANDS.

ITEM 43 (AK): Rights of the Northern Illinois Gas Company, its successors and assigns to lay, maintain, operate, renew and remove gas mains and other necessary facilities over part premises in question with right of access thereto under and by virtue of Permit from Alfred Klases and Walter Klases recorded as Document No. 341117 and the provisions therein contained. (affects the underlying land) affects Parcel 4. EASEMENT IS SHOWN HEREON.

ITEM 44 (AL): Rights of the Northern Illinois Gas Company, its successors and assigns to lay, maintain, operate, renew and remove gas mains and other necessary facilities over part premises in question with right of access thereto under and by virtue of Permit from John Klases recorded April 25, 1960 as Document No. 366873 and the provisions therein contained. (affects the underlying land) affects Parcel 4. EASEMENT LIES EASTERLY OF LOT 4 IN KLASEN ACRES. THE REFERENCED DOCUMENT DOES NOT DESCRIBE A SPECIFIC LOCATION FOR THE EASEMENT.

ITEM 45 (AM): Rights of the Northern Illinois Gas Company, its successors and assigns to lay, maintain, operate, renew and remove gas mains and other necessary facilities over part premises in question with right of access thereto under and by virtue of Permit from Martha Klases and William Klases recorded as Document No. 341116 and the provisions therein contained. (affects the underlying land) affects Parcel 4. EASEMENT IS SHOWN HEREON.

TABLE A ITEM NOTES

ITEMS REFERRED TO HEREON PER TABLE A - OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, FROM 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEY:

ITEM 1: MONUMENTS SHOWN HEREON

ITEM 2: ADDRESS OF THE SURVEYED PROPERTY ARE SHOWN HEREON

ITEM 3: FLOOD ZONE DESIGNATION NOTED HEREON

ITEM 4: TOTAL GROSS LAND AREA NOTED HEREON

ITEM 5: THERE ARE NO BUILDINGS LOCATED ON THE SURVEYED LANDS

ITEM 6: SUBSTANTIAL VISIBLE IMPROVEMENTS ARE SHOWN HEREON.

ITEM 7: THERE ARE 2 DISABLED PARKING SPACES AND 36 REGULAR PARKING SPACES LOCATED ON THE SITE.

- ADDITIONAL NOTES**
- BEARINGS SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD83-2011).
 - THE LOCATIONS OF UTILITY LINES SHOWN HEREON, BASED UPON OBSERVED ABOVE GROUND EVIDENCE, SURFACE OBSERVATIONS AT MANHOLES, UTILITY MAPS AND UTILITY MARKINGS. THERE MAY BE ADDITIONAL UTILITY LINES WHICH ARE UNKNOWN AND THEREFORE NOT SHOWN ON THE SURVEY.
 - SURVEYED LANDS LABELED AS PARCEL 3 ARE PART OF THE LANDS DESCRIBED IN WARRANTY DEED, RECORDED AS DOCUMENT 2011R0026413, NAMING THE CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 12, 1968 AND KNOWN AS TRUST NUMBER 53278 AS THE GRANTEE.
 - PARCEL 2 IN THE TITLE COMMITMENT IS NOT PART OF THIS SURVEY. PER THE CLIENT'S REQUEST IT WILL BE SHOWN ON A SEPARATE SURVEY.
 - THE SURVEYED LANDS ARE PART OF PINS: 19-23-151-001, 19-22-226-002, 19-22-201-006, 19-22-201-007, 19-22-201-008, 19-15-400-018 & 19-15-400-029.

FLOOD ZONE NOTE

SURVEYED LANDS ARE WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FIRM MAP NOS. 17111C0334J & 17111C0335A, BOTH BEARING AN EFFECTIVE DATE OF NOVEMBER 16, 2006.

LAND AREA NOTE

PARCEL 1 CONTAINS 85.718± ACRES

PARCEL 2 CONTAINS 103.785± ACRES

PARCEL 4 CONTAINS 6.000± ACRES

TOTAL SURVEYED LANDS CONTAIN 195.530± ACRES

SURVEYOR'S CERTIFICATE

TO: MEYER MATERIAL COMPANY, AN ILLINOIS GENERAL PARTNERSHIP
CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 12, 1968 AND KNOWN AS TRUST NUMBER 53278
THE VILLAGE OF CARY, AN ILLINOIS MUNICIPAL CORPORATION
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 8 & 9 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 07/31/2019.

DATE: 09/03/2019 FOR REVIEW

JOHN BOLINE, PLS
ILLINOIS PROFESSIONAL LAND SURVEYOR #3756
EMAIL: JBOLINE@HGREEN.COM
LICENSE EXPIRES: 11/30/2020

REVISION DESCRIPTION

NO.	DATE	BY

Illinois Professional Design Firm # 184-001522
420 N Front Street
Mchenry, IL 60050-9236
T 815.395.1778 F 815.395.1781
www.hrgreen.com

HGreen

ALTA/NSPS LAND TITLE SURVEY
VILLAGE OF CARY PARCELS
KLASEN ROAD
CARY, IL

BAR IS ONE INCH ON OFFICIAL DRAWINGS
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

NOTE: Only those Building Line Restrictions or Easements shown on a description of the Surveyed Property are shown hereon unless otherwise noted. A description ordered to be surveyed contains a proper description of the Building Line Restrictions or Easements unless otherwise noted. • Basis of bearings for this survey Illinois State Plane Coordinates East Zone NAD83(2011) • No distance should be assumed by scaling. • No underground improvements have been located unless shown and noted. • No representation as to ownership, use, or possession should be hereon implied. • This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed. • Field work for this survey was completed on 07/31/2019. • This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

Meyer Materials
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

DRAWN BY: JSB
APPROVED: MRE
JOB DATE: 09/03/2019
JOB NO: 180164

SHEET
1 OF 2

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF ALGONQUIN TERRITORY

Legal Description:

Commonly Known As:

PINs: 19-22-226-002, Part of 19-23-151-001

[SEE ATTACHED MAP]

ORDINANCE NO. _____

**AN ORDINANCE DISCONNECTING
CERTAIN PROPERTY
(Address/Identifier)**

WHEREAS, the Village of Cary (the “Owner”), is the sole, legal owner of record of the real property, located at _____ within the Village of Algonquin, in McHenry County, Illinois, said property legal described in *Exhibit A* attached hereto (the “Property”); and

WHEREAS, the Property is within the corporate limits of the Village of Algonquin but contiguous to the corporate limits of the Village of Cary, Illinois; and

WHEREAS, the Property is currently vacant and unoccupied; and

WHEREAS, Section 7-1-25 of the Illinois Municipal Code provides that such Property may be disconnected from the Village of Algonquin and annexed to the Village of Cary by the Village of Algonquin adopting an ordinance providing for such disconnection and by the Village of Cary adopting an ordinance providing for the annexation of this Property; and

WHEREAS, the Village of Cary as Owner and Village of Algonquin seek to disconnect the Property from the Village of Algonquin, McHenry County, Illinois, and annex the Property to the Village of Cary, McHenry County, Illinois, pursuant to Section 7-1-25 of the Illinois Municipal Code and consistent with that Intergovernmental Agreement entered into between the Village of Cary and the Village of Algonquin regarding this Property and this procedure.

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

SECTION ONE: The President and Board of Trustees find and determine as follows:

- (a) Pursuant to Section 7-1-25 of the Illinois Municipal Code and the Intergovernmental Agreement Between the Village of Cary and the Village of Algonquin, dated _____, the Village of Algonquin has agreed to disconnect this Property from the Village of Algonquin and the Village of Cary has agreed to annex the Property into the Village of Cary.
- (b) The disconnection of the Property located at _____, Algonquin, Illinois, in McHenry County, Illinois, and legally described in *Exhibit A*, attached hereto and made a part hereof, is hereby approved.

SECTION TWO: The Clerk of the Village of Algonquin is hereby authorized and directed to record, or cause to be recorded, a certified copy of this Ordinance with the Recorder's Office of McHenry County, Illinois within ninety (90) days of the passage of this Ordinance.

SECTION THREE: This Ordinance shall be in full force and effect, after passage and approval as required by law.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED by me this _____ day of _____ 2019.

By: _____
President

ATTEST :

By: _____
Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING
CERTAIN PROPERTY
(Address/Identifier)**

WHEREAS, the Village of Cary (the “Owner”), is the sole, legal owner of record of the real property, located at _____ within the Village of Algonquin, in McHenry County, Illinois, said property legal described in *Exhibit A* attached hereto (the “Property”); and

WHEREAS, the Property is within the corporate limits of the Village of Algonquin but contiguous to the corporate limits of the Village of Cary, Illinois; and

WHEREAS, the Property is currently vacant and unoccupied; and

WHEREAS, Section 7-1-25 of the Illinois Municipal Code provides that such Property may be disconnected from the Village of Algonquin and annexed to the Village of Cary by the Village of Algonquin adopting an ordinance providing for such disconnection and by the Village of Cary adopting an ordinance providing for the annexation of this Property; and

WHEREAS, the Village of Cary as Owner and Village of Algonquin seek to disconnect the Property from the Village of Algonquin, McHenry County, Illinois, and annex the Property to the Village of Cary, McHenry County, Illinois, pursuant to Section 7-1-25 of the Illinois Municipal Code and consistent with that Intergovernmental Agreement entered into between the Village of Cary and the Village of Algonquin regarding this Property and this procedure.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Cary, McHenry County, Illinois, as follows:

SECTION ONE: The President and Board of Trustees find and determine as follows:

- (a) Pursuant to Section 7-1-25 of the Illinois Municipal Code and the Intergovernmental Agreement Between the Village of Cary and the Village of Algonquin, dated _____, the Village of Algonquin has agreed to disconnect this Property from the Village of Algonquin and the Village of Cary has agreed to annex the Property into the Village of Cary.

(b) The annexation of the Property located at _____, Algonquin, Illinois, in McHenry County, Illinois, and legally described in *Exhibit A*, attached hereto and made a part hereof, is hereby approved.

SECTION TWO: The Clerk of the Village of Cary is hereby authorized and directed to record, or cause to be recorded, a certified copy of this Ordinance with the Recorder's Office of McHenry County, Illinois within ninety (90) days of the passage of this Ordinance.

SECTION THREE: This Ordinance shall be in full force and effect, after passage and approval as required by law.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED by me this _____ day of _____ 2019.

By: _____
Mayor

ATTEST :

By: _____
Village Clerk