

PUBLIC HEARING MINUTES
JANUARY 22, 2007 FOR AN
ANNEXATION AGREEMENT
BETWEEN THE CITY OF MARENGO & MARENGO DEVELOPMENT, LLC

CALL TO ORDER

Mayor Lockhart called to order the January 22, 2007, Public Hearing meeting regarding the annexation agreement between the City of Marengo and Marengo Development, LLC at 6:05 p.m.

ROLL CALL

Alderman Jennings, Alderman Otis, Alderman Secor, Alderman Spear, Alderman Signore and Mayor Lockhart were present for roll. Absent were Alderman Genot, Alderman Shelton and Alderman Trainor.

PUBLIC HEARING

Mayor Lockhart announced the third item on the agenda was an annexation agreement between the City of Marengo and Marengo Development, LLC.

Mr. John Green, Centrum Properties, stated he was here tonight for the proposed annexation on the 207 acres on the eastside of Meyer Road for the project his firm refers to as Seven Oaks.

He stated the current annexation agreement still has a lot of open issues; one being the impact fees the members discussed last week and the other the language regarding sewer and water.

It was his understanding they were not going to ask the members to vote on this tonight as this was to get public input.

He stated they were approved by our Planning and Zoning Commission last March. He distributed two drawings. The colored version was a prettier picture of the drawing of the property and the black and white one was a quick change to the plan that they made. The black and white one is what the PZC had approved 10 months ago. It contained minor changes to the road layout to accommodate the Park District's request.

The plan shows 264 single family lots in three different neighborhoods. There is a neighborhood of traditional lots and two neighborhoods with estate lots. The two large open space areas on the eastside of the plan they have proposed to convey to the Marengo Park District. The other open space and detention areas would be put in a Homeowner's Association.

He thought tonight's meeting was basically to get comments on the annexation agreement and have it continued at a later date. He didn't bring all of his consultations with him but two of the attorneys they have working on this project, Jay Filler and Jerry Callahan, were here in attendance.

He thought many of the members were at the Planning and Zoning Commission meetings so he wasn't sure how much time they wanted him to spend on the plan or specifically the annexation agreement as he felt the objective was to get feedback from the community.

He did want to point out a couple of things. He had a draft of the architectural covenants that was provided to the Planning and Zoning Commission. This provided what the architectural would look like and would be an attachment to the annexation agreement subject to some modifications that Teska Associates had asked them to make.

The second thing he wanted to point out is he had a letter from Alderman Otis on behalf of the Transportation Committee. It contained a recommendation that they look at modifying the plan to provide for realignment of the collector thru the middle of the property. For the record, he wanted to show they had the letter. He suggested language be provided in the annexation agreement to do that so they would not have to go back and

start all over with the Planning and Zoning Commission. If the members concur with the recommendation of the Transportation Committee, they will address this and figure out where the collector needs to go. He wasn't sure if Teska/Baxter & Woodman had been involved with the location of the collector. Mr. Green was advised they had been involved a little bit.

Administrator Hartman stated as Mr. Green mentioned earlier, there are a lot of open issues with the agreement. The Public Hearing is a requirement of the State Statues. This hearing notice was published on December 26, 2006, in the Northwest Herald.

Due to the open issues, it is Administrator Hartman's recommendation to open the hearing up for public comment(s) and continue the public hearing to the February 12th City Council meeting at 6:00 p.m. By that time, they felt many of these open issues would be closed. This would include the issue of the impact fees. The members will be meeting with the Village of Union officials on February 7th to discuss various fees. Hopefully, the members will have some direction in that point of time.

Administrator Hartman advised the members would get a copy of the agreement as soon as possible along with the checklist they had requested. The members have a copy of the draft agreement. Once the open issues are closed and refined, they will get a copy in their hands. He was aware of the members concern as it is a lengthy document and they would need as much time as possible to digest it. He will try and give it to them as soon as he and Attorney Cope can turn it around.

Alderman Signore stated the problem is that they received these last Wednesday night after another meeting which really didn't provide anyone much time to digest it.

Alderman Signore wanted to know how the discussions were going with the Park District as the members have been led to believe they do not want land; they want cash. Mr. Green advised the last meeting they had with them was after the Planning and Zoning Commission's approval last spring. At that time, they were interested in the land for this project. They don't have everything worked out though. One of the issues that will need to be addressed is the Planning and Zoning Commission seemed adamant the donation of the parkland include a covenant or deed restriction regarding future development of the property. Their obligation to the Park District would be about 112 acres. They are proposing to convey to them 56 acres. The concern of the PZC was they would give the Park District the property and they would start to cut down trees and put in soccer fields as this is pretty heavily wooded property. Mr. Green shared this concern with the Park District. They had concerns accepting the donation with deed restrictions on it but he felt they wanted the property. If they didn't, they would give the property to the City in lieu of park fees.

A concern was voiced that the 264 homes will be adding a minimum of 500 cars daily, going and coming. Mr. Green stated a traffic study had been done. Mr. Green was asked if he would be opposed to having a second study done by someone appointed by the City. Mr. Green stated, "That's fine. I think the City can do that at any time."

A question was asked if there were any provisions for turning lanes and possible upgrade of the road, in other words, basic safety issues as there is a dangerous curve here. Mr. Green thought they had looked at turn lanes in and out. The curve on Meyer Road obviously is an issue; however, as he has pointed out, they don't own that corner. Mr. Green stated at the PZC meeting, he made the statement and will stick with it; they will pay their share of whatever improvements are required.

Another concern raised was there didn't seem to be any lift stations in the plan. The question was raised if Attorney Cope had looked at this. Administrator Hartman stated Attorney Cope has looked at this and the reason behind this was there are key items that need to be worked out regarding the sanitary sewer from this property to our treatment plant. On the draft dated the 18th they tried to address some of this.

A question was raised on page 7. It has “The Developer, in conveying the sanitary and storm sewer to the City, shall include within the conveyance a two (2) year warranty as to the quality and fitness”, so, the question was, a two year warranty from when? Mr. Green replied it was from the date of acceptance which is in our ordinance. Under grading, there was no mention the Developer shall adhere to all City and EPA requirements and the bicycle trail was not mentioned. It was stated the members ought to discuss the trail as to whether they want it like it is in Brayton Knolls or perhaps they could have it at the rear of the lot right in the same location of the utility easement. This might be a safer alternative so that the path is not in front of the driveways that will have cars backing out all the time in this dense development. Mr. Green said, “Tell us where you want it. I don’t see any reason why we can’t accommodate. We can bring it thru the park site, around the rear of the lots and the detention.”

It was noted, on page 12, Billboard Signs, it says, “double-sided temporary billboard sign on the Subject Property fronting Meyer Road as well as additional double-sided billboard signs along Routes 20 and 23 and in other off-site locations.” It doesn’t contain a number limiting the numbers of signs. The comment was made that this probably should be talked about. Mr. Green thought there was a provision for this but was advised there was just the limitation of the size of the signs. Mr. Green stated they could add that in. It was felt the PZC had given some discussion as to what they would really want with that but felt there was a need for some tweaking.

The question was raised as to how large the lots were in neighborhood one. Mr. Green advised the minimum lot size was 13,000 square feet and the average lot size is 15,000 square feet; in neighborhood 2, the minimum lot size is 10,400 square feet with the average being 10,765 square feet; in neighborhood 3, the average lot size is 10,400 minimum with the average being 11, 350 and in neighborhood 4, the minimum is 13,000 square feet with the average being 14,240 square feet.

At the PZC public hearing, the question was asked if the developer would give local businesses an opportunity to bid on building products. It was stated they would but the developer was unaware we have no lumber yards here. However, there are other building providers, i.e., insulation, appliances, etc., so, would Centrum come in and provide all of their own materials that are bought outside of town because this would be lost revenue to the City if they did.. Mr. Green replied, “We open bid and I think any builder in the community would open bid. So, if anybody here in town wants to supply materials or labor at a competitive price, they are welcomed to do it.”

Mr. Green confirmed an earlier statement made that they would develop the site but they would not be doing the vertical construction. Their role is to acquire the land, work with the City, establish the zoning, the density and whatnot. They will then sell the property to someone who will build it.

It was then asked if there was anything in the annexation agreement stating we would receive the type of elevation and product we have agreed upon. We know Mr. Green is giving his word of what he feels the project will be but as soon as this gets voted on, his hope is to market the property to someone who will ultimately do the vertical development.

Mr. Green stated the annexation agreement runs with the property and is the guiding development tool. As he has stated before, this would be attached to the agreement. Thereby, if anyone wanted to build houses that were not in substantial conformance to this, they would have to come back before the members which is true for any piece of property here in Marengo. The annexation agreement is the governing document and provides an added level of control as to what is actually going to be built.

The question was then raised as to where this actually was in the agreement. Administrator Hartman stated, “It’s actually an exhibit and in Section IV-Plats of Subdivision and Final Plan of Development, paragraph B makes reference to Exhibit I which that document would be appropriated under” and Mr. Green said, “And I point out also, there’s a couple of other additional anti-monotony provisions in here as well.”

Mr. Green was asked to give a definition of substantial conformance. He said it was all in the agreement-materials, elevations, etc. if they wanted to "beef" this up, they probably could but he felt this was a tighter control than what we have on anything else in town.

Administrator Hartman stated this was basically the same mechanism as the Grand Pointe Homes agreement. They submitted elevations to the City that will be attached as exhibits to the annexation agreement if the City were to approve.

Administrator Hartman stated he could not give them a good academic explanation on what substantial conformance is but he would be able to at the next meeting. He will have Attorney Cope mull this over.

Mr. Green was advised the problem we have run into is that there is a \$400,000, 26,000 square foot home and then there is a \$200,000, 26,000 square foot home and when there is something in there that seems as vague as substantial conformance, we would like to make certain we are talking about quality of materials and not necessarily just materials or visual.

Mr. Green stated some of the language in the agreement was very, very restrictive on materials, roof lines, etc. They would be happy to work with us on this if they wanted. He stated Teska had a few comments on this that they wanted to incorporate into the agreement which they will do as well.

Mr. Green said he has been in the business almost 20 years and this was probably the most restrictive document he has ever done so felt it was pretty good.

Mayor Lockhart then opened the hearing up to the public for their comments and asked them to come forward and state their name and address.

Stan Bodnar, 6715 Meyer Road, Marengo, owns the property connected to the proposed development. He stated at the PZC meetings, they had talked somewhat about taking the "S" curve out of Meyer Road and straightening it. He asked if he was correct about this. Mr. Green stated they had talked about the fact it should be straightened but they never made any commitment. Mr. Bodnar stated they had a plan drawn with a future road. Mr. Green said, "Everybody's plan shows a potential realignment like that." Mr. Bodnar stated that then they were just basically realigning the road and keeping the same road that you have there. This was correct and Mr. Green again advised they did not own that piece of property by the "S" curve. He then asked if this single lane road would be able to handle the additional cars this development would create. Mr. Green stated the traffic study conducted didn't indicate the need to add a lane to Meyer Road. They have a prescriptive right to make improvements to the existing ROW. They just couldn't do underground improvements on the westside. They have the right to do whatever improvements are necessary to the existing ROW south. Mr. Green could not remember if the turn lanes in and out of the community with two entrances were required in the traffic study. He was sure the arterial connection would require turn lanes but wasn't sure about the second entrance to the north as that may not need it.

Mr. Bodnar inquired as to how soon they planned on starting this development if they were to be approved and annexed into the City. Mr. Green felt it would probably be 2008.

Mr. Bodnar wanted to know if the detention area would retain water all the time. Mr. Green believed it would.

Mr. Bodnar's next concern was the fact if the City adds this subdivision and others, where were these people going to eat as he thought there were only two restaurants opened past six at night and where were the kids going to hang out as he felt the inner City didn't have the structure to handle the impact of all of these subdivisions coming in. He basically felt all the kids were going to start running around and get into trouble because there isn't anything for them to do as our inner City doesn't have enough to give the kids. This was his major concern-what impact was this going to have on everything else.

Mayor Lockhart thought in the last five years, we haven't had any annexations. So he couldn't believe one subdivision or two would make a huge difference. He was not here to dispute this. He would be happy to talk to him about this some other time but right now they are at the public's comments on the annexation of this property.

Mayor Lockhart stated chances are this would take another six months before it is approved anyway. He asked Mr. Green how long he has been on the table for this development. Mr. Green advised him it was four years. The comment was made this was not entirely our fault. Mayor Lockhart stated he believed it was everybody's fault but the City needs to take the responsibility also as previous and this administration can never seem to get anything completed or agreed upon to move forward. There is always a roadblock for some reason that we can't do something. It should be the City of Marengo to lead the way here and try to get some of this cleaned up and off of the table.

Administrator Hartman told Alderman Otis he would defer her question regarding this road becoming a City road if this were to be annexed into the City to Attorney Cope.

Mr. Bodnar attested to the fact he has lived on this road for 35 years. In this span of time, other than filling in the potholes, it has never been repaved. He is going to the Township meeting as the road is falling apart and into the ditch so when he mows his lawn in the ditch, he will be liable if a piece of this road goes thru the lawnmower and hits someone.

Dave Diamond, 601 Bauman, Marengo, the Riley Township Highway Commissioner, stated a popular statement in McHenry County is "Growth is inevitable." The Township understands this as they have seen it in Marengo, Union, etc.

He commented we had done a lot of work establishing elevations and a neighborhood that looks pretty nice for the future but he felt it was very important they take the opportunity and look at the whole picture and say "This is a development with 270 some homes that is going to dump onto an existing road network that is essentially an agriculturally based road network today." So, we would be taking a lot of suburban like traffic and putting it out onto roads that are designed for farm to market transport.

He knows there is a lot of shortcutting going on as this is why Meyer Road is falling apart. They recently had a traffic count done on Pleasant Grove Road as there is a lot of thru traffic that commutes east and west. The count was up to a thousand cars a day and this is without this subdivision.

The statement he wanted to make in front of the developer was to make the developer pay because Mr. Green is going to come in and get this project approved by the members. They have the ability to make sure they dot the i's and cross the t's to make sure this development is beneficial and everlasting for not only the citizens of Marengo but unincorporated Riley Township as well. He wanted them to make sure the road network is improved as the "S" curve is a serious concern in the middle of Meyer Road as a lot of traffic goes thru there. A lot of people slide off the road there at night if they are not out there salting and it is the one spot that remains unincorporated if this development is approved as it is drawn up.

He felt this was an area that should be dealt with the development. The future plan shows the relocation of Meyer Road to the eastside of the "S" curve as it is situated today. It requires condemnation or purchase from that landowner. If they went on the other side with an "S" curve, it would go into Mr. Bodnar's property. Mr. Diamond thought he would not be too anxious to give up his property.

He has emphasized in the past to have developer contributions for a permanent traffic signal installation at Pleasant Grove and Meyer Road. The Township feels this will also contribute a lot of traffic volume to Meyer Road and Rt. 20. A lot of the traffic might turn east but a considerable percentage will turn west on Rt. 20 as well. He wanted to emphasize the members should do what in their opinion is best for the City.

As a resident of Marengo, Mr. Diamond isn't a fan of sprawl. As he has said before, an annexation like this looks like O'Hare Airport to Chicago. Logical annexation he is a fan of. Developing a network of neighborhoods that is a squared off boundary type system is fine but we are going to have a patchwork quilt of roads that they are going to have to maintain in conjunction with our Public Works. They want to make sure it's a maximum benefit to the residents out there.

Alderman Signore said, "I'm posing the question, if the road situation is not part of the deal initially ("S" curve"), once the property is developed, it becomes our problem if we want to improve it in the future. Is that correct?" Administrator Hartman said, "To answer your question, yes."

Dr. Ronald Rood, Supt. of the Riley School District #18, 9406 Riley Road, Marengo, felt a lot of progress has been made with this development. Centrum has looked at frontages, preserving wooded areas and the natural beauty of the area but he wanted to encourage the City to keep the schools in place. He asked them to please continue to talk about fees to support new development as they meet with the Village of Union officials on February 7th.

He stated Mr. Bodnar talked about kids coming here and being occupied. If the schools are funded as they should be, nine and a half months out of the year, the school provides very purposeful activities for youths though sometimes they are not taken advantage of.

He wanted the members to keep up the good work as they expect growth. He told Mr. Green the one advantage the Riley School gets out of such a subdivision they haven't in the past is the congregating of bus stops as they have an insufficient system now. This part of it will be very advantageous to them as it will save on fuel and bus costs.

No one had anything further for this evening, so, Mayor Lockhart asked for a motion to continue this Public Hearing meeting to February 12, 2007, beginning at 6:00 p.m. at City Hall. Alderman Secor so moved at 6:47 p.m.; seconded by Alderman Jennings. The motion passed with an aye voice vote from Alderman: Secor, Signore, Spear, Jennings and Otis.

Submitted by: Diane L. Schwoch,
Acting City Clerk