CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
December 21, 2021
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – December 7, 2021 Regular City Council Meeting and April 10, 2021 Budget Workshop Meeting**

5. **Accounts Payable**

6. **Public Presentation**
   The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**

10. **Retailer Job Creation and Investment Grant Funds request for Mario's Cart, 1145 S. Illinois Route 31, requesting up to $10,000 in matching grant funds**

11. **City Code Amendment to Increase the Number of Class 8 Liquor Licenses – Applicant: Mario's Cart, LLC, d/b/a Mario's Cart, located at 1145 S. Illinois Route 31, Unit H**

12. **275 S. Main Street, Seefried Properties – Annexation Public Hearing, Rezoning upon Annexation to M-Manufacturing Planned Unit Development (PUD), Preliminary and Final PUD to allow a new warehouse, and Preliminary and Final Plat of Subdivision**

13. **Bid Award – Tek Drive Sanitary Sewer Pump Station 19 Generator Replacement Project**

14. **Bid Award – Edgewater Drive Sanitary Sewer Pump Station 16 Rehabilitation Project**

15. **Proposal Award – North Main Street Improvement for Construction Engineering Services**

16. **National Multistate Opioid Settlement Agreement**

17. **Council Inquiries and Requests**

18. **Adjourn to Executive Session for the purpose of discussing matters of pending and probable litigation, the sale, purchase or lease of real property, collective bargaining and personnel**

19. **Reconvene to Regular Session**

20. **Adjourn**

If special assistance is needed in order to participate in a City of Crystal Lake public meeting, please contact Melanie Nebel, Executive Assistant, at 815-459-2020, at least 24 hours prior to the meeting, if possible, to make arrangements.

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: December 21, 2021

Item: Retailer Job Creation and Investment Grant Funds request for Mario's Cart, 1145 S. Illinois Route 31, requesting up to $10,000 in matching grant funds

Recommendations: City Council's discretion:

1. Motion to award up to $10,000 in Retailer Job Creation and Investment Grant Funds to Mario's Cart, located at 1145 S. Illinois Route 31, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with Mario's Cart.
2. Motion to deny the grant application request.

Staff Contact: Kathryn Cowlin, Director of Community Development
Heather Maieritsch, Economic Development Manager

Background:

The Retailer and Manufacturer Job Creation and Investment Program was introduced in 2011 as a tool to help attract new or expanding businesses to Crystal Lake. This program provides matching grant funding to new and existing retailers and manufacturers who occupy vacant space, hire new full-time or part-time employees, and/or install eligible furniture, fixtures, and equipment (FFE).

KEY FACTOR

- Anita Ortiz entered into a lease at 1145 S. Illinois Route 31, and will be opening a new Mexican Restaurant offering tacos and cocktails.

Mario's Cart is eligible for a $10,000 grant award under the matching grant program guidelines.

Upon approval of the grant by the City Council, the City and applicant will enter into an agreement that includes all the stipulations for the grant award. The agreement specifies what documentation must be submitted before the payment is disbursed. Additionally, it has provisions to recoup the grant in case the business closes before the required four-year period. The agreement and application are attached.

In order to objectively analyze the applications for funding, eligibility criteria have been established in the Ordinance approving this program. The list below outlines the evaluation of the applicant's request in relation to our eligibility criteria:

1. The program is open to any new sales-tax generating business that will occupy vacant retail space or a building or that will construct a new building for its business.
   ☒ *Meets* ☐ *Does not meet*

2. Applicant must meet a minimum annual taxable sales threshold of at least $150,000.
   ☒ *Meets* ☐ *Does not meet*

3. Applicant's business must provide a stocked retail showroom for retail products.
   ☒ *Meets* ☐ *Does not meet*

4. Applicant must provide written proof of façade, fixture, furniture, and equipment (FFE) costs.
   ☒ *Meets* ☐ *Does not meet*

5. Applicant must file an application for grant funding prior to commencing improvements.
   ☒ *Meets* ☐ *Does not meet*

6. Grant recipient may re-apply after five years from the date of recipient's previous award.
   ☒ *Meets* ☐ *Does not meet*

7. Eligible FFE includes, but is not limited to, shelving, racks, tables, chairs, furniture, point-of-sale systems, fixed computer equipment used in business operation, televisions located in dining rooms or showrooms, office furniture and appliances.
   ☒ *Meets* ☐ *Does not meet*

The applicant's request has been evaluated based on the above eligibility criteria and their planned purchase of FFE. The current application would meet seven of the seven eligibility criteria.

FUNDING STATUS OF 2021-2022 PROGRAM

For the 2021-2022 Fiscal Year, there is $80,000 budgeted for the Retailer and Manufacturer Job Creation and Investment Program. This is the second application received this fiscal year for the program, so there are sufficient funds for the grant.

Applicant Name/ Business Name	**Address**	**Total Requested**	**Date Approved**	**Amount Approved**
Cantina 52	52 N. Brink Street	$10,000	***Approved***	***$10,000***
Mario's Cart	1145 S Route 31		***Pending***	***Pending***
Totals		***$20,000***		Pending

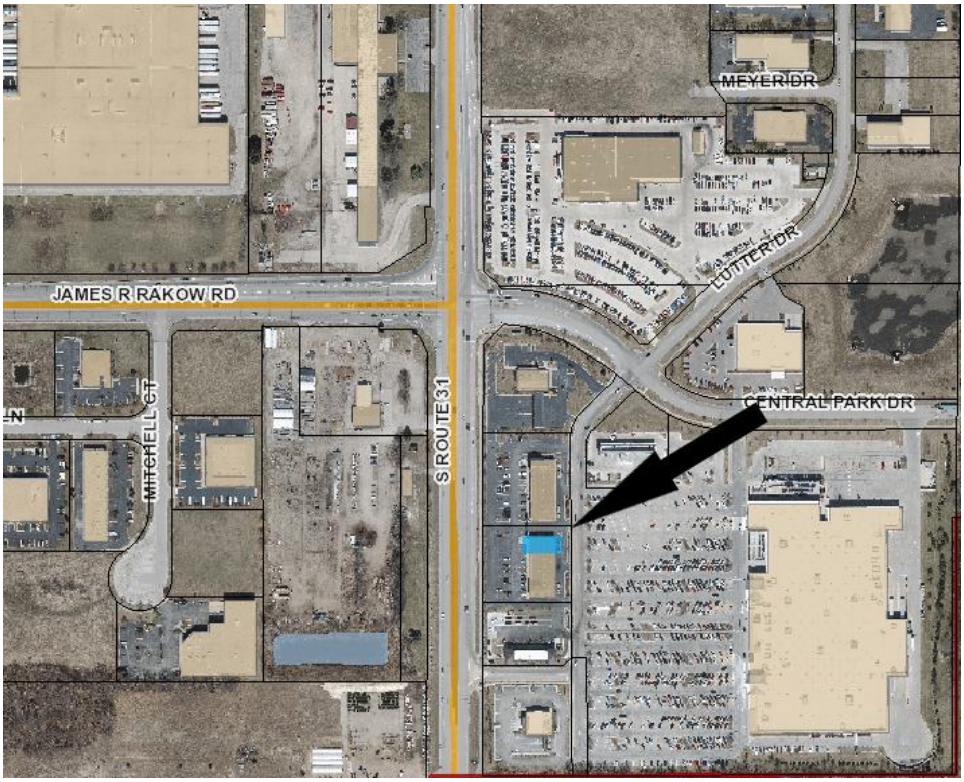
Votes Required to Pass:

A simple majority vote.

2021- Mario's Cart

1145 S. Route 31, Unit H





The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for Mario's Cart at 1145 S. Illinois Route 31, for a Retail Façade and Commercial Tenant Improvement Matching Grant in an amount not to exceed $10,000.

DATED at Crystal Lake, Illinois, this 21st day of December, 2021.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 21, 2021

APPROVED: December 21, 2021

Draft

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: December 21, 2021

Item: City Code Amendment to Increase the Number of Class 8 Liquor Licenses – Applicant: Mario's Cart, LLC, d/b/a Mario's Cart, located at 1145 S. Illinois Route 31, Unit H

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 8 liquor licenses from the currently permitted 6 licenses to 7 licenses, in order to allow for the issuance of a new Class 8 liquor license to Mario's Cart, LLC, d/b/a Mario's Cart, located at 1145 S. Illinois Route 31, Unit H

Staff Contact: Eric T. Helm, Deputy City Manager
Melanie Nebel, Executive Assistant

Background:
The owners of Mario's Cart, a new Mexican restaurant, will be locating at 1145 S. Illinois Route 31, Unit H (near Walmart). The owners have owned a restaurant in Northbrook and have operated several food trucks in Crystal Lake, including at the Dole Farmers Market.

The owners have requested the creation of a new Class 8 liquor license to allow for the new business to sell beer and alcohol at the restaurant. There are no zoning issues with the request.

The Class 8 license allows the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 10:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises.

For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.

Any open unroofed area in which alcoholic beverages are served or consumed pursuant to this license shall conform to the following:

(a) The open unroofed area shall be particularly described and adjacent to and operated as a part of the premises licensed to sell alcoholic liquor on the premises and shall have obtained all permits or approvals required by the ordinances of the City Code, City or other governmental authority.

(b) The open unroofed area shall be no greater than 1/2 the other floor space of the licensed premises.

(c) The open unroofed area shall have a maximum capacity as defined by the Liquor Commissioner which shall be separately posted at the entrance to the open unroofed area.

(d) Any part of the open unroofed area not blocked by a building shall be surrounded by a fence or other barrier approved by the Liquor Commissioner which shall contain the required number of fire exits. All fences or other barriers shall comply with the ordinances of the City regarding vision, clearance and required distances from corners.

(e) All electrical wiring shall comply with the codes of the City.

(f) All combustible rubbish shall be stored in a noncombustible container, and the license holder shall be responsible for keeping the area in a clean and sightly condition.

(g) The noise emanating from any open unroofed area where alcoholic beverages are served pursuant to this license shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.

(h) The license holder shall be responsible for preventing violations of this chapter.

No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes.

The annual fee for the license is $1,500.

Current Class 8 License Holders:

Name	**Address**	**Zoning**
Goal Line Sports Bar & Grill	85 Brink Street	"B-4"
Chen Chinese Cuisine	6100 Northwest Highway	"B-2"
Chipotle Mexican Grill	5006-A Northwest Highway	"B-2 PUD"
Village Squire	4818 Northwest Highway	"B-2"
Buffalo Wings & Rings	1520 Carlemont	"B-2"
Nick's Pizza & Pub	856 Pyott Road	"B-2 PUD"

The applicant has submitted all of the necessary paperwork, and a background check has been completed.

The following conditions must be met prior to the license being issued:

- Proof of Ownership or Lease
- Surety Bond in the amount of $1,000 payable to the City of Crystal Lake
- Proof of Liquor Liability Insurance
- Payment of Prorated License Fee
- Certificate of Occupancy

The attached Ordinance approves an increase in the number of Class 8 liquor licenses in order to allow Mario's Cart, LLC, d/b/a Mario's Cart, to sell beer and alcoholic liquor at the new restaurant.

Votes Required to Pass:

Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

SECTION I: That CHAPTER 329 LIQUOR LICENSES Section 329-6 Limitations on licenses shall be as follows:

The number of Class 8 Liquor Licenses shall be increased from 6 to 7.

SECTION II: That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

SECTION III: That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

DATED at Crystal Lake, Illinois, this 21st day of December, 2021.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 21, 2021
APPROVED: December 21, 2021

Draft

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: December 21, 2021

ANNEXATION PUBLIC HEARING

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request:
1. Rezoning upon Annexation to M-Manufacturing Planned Unit Development (PUD)
2. Preliminary and Final PUD to allow a new warehouse
3. Preliminary and Final Plat of Subdivision

Petitioner: Seefried Properties
275 S. Main Street

Recommendation: Motion to:
1) Adopt an Ordinance authorizing the execution of the annexation agreement.
2) Adopt the Annexation Ordinance and approve the Planning and Zoning Commission recommendations and adopt an Ordinance for rezoning upon annexation to the M - PUD at 275 S. Main Street.
3) Approve the Planning and Zoning Commission recommendations and adopt an Ordinance granting the Preliminary and Final PUD and Preliminary and Final Plat of Subdivision at 275 S. Main Street.

Staff Contact: Kathryn Cowlin, Director of Community Development
Michael Magnuson, Director of Public Works & Engineering
Elizabeth Maxwell, City Planner

Background:

- The site is currently vacant with a portion in the City and a portion under McHenry County's jurisdiction. The entire 63-acre site would be developed in the City.
- The site is north of the Crystal Lake Business Center business park and ties into Exchange Drive adjacent to several other industrial properties.

Request:

- The western portion of the site is currently zoned M Manufacturing and connects to Main Street. The eastern 40-acre portion of the site has not been annexed and is zoned I-1 Light Industrial by McHenry County and connects to Exchange Drive. The proposed zoning district would be M-PUD Manufacturing Planned Unit Development, which is the most appropriate zoning for this use.
- Preliminary and Final PUD to allow the development of a warehouse and distribution center.
- Preliminary and Final Plat of Subdivision to create a subdivision that dedicates Exchange Drive with two outlots and one lot.

Key Factors:

SITE PLAN

- Access into and through the site is provided via Exchange Drive, which is being extended to Main Street.
- The total site is approximately 63 acres. The majority of the site will be utilized as a parking area for employee vehicles and work vehicles used during the day.
- The approximately 183,000 square-foot building and activity areas are setback from property lines to reduce noise and impacts on the surrounding properties.
- Exchange Drive will be constructed as a City street.
- The site meets all setbacks and impervious coverage requirements. The parking lots are setback at least 100 feet from property lines and the building is over 250 feet from the nearest property line.
- Storm water is accommodated through two basins, which are connected.

LANDSCAPE PLAN

- There are some existing trees on the property, primarily around the perimeter of the site. 274.4 inches of trees would be removed, which equates to 110 new 2.5" trees to be planted.
- The extension of Exchange Drive will have street trees planted on both sides. These street trees will create a pleasurable drive through the development and help provide screening from outside the site.
- The perimeter of the site and throughout the parking area will be a combination of trees, shrubs, flowers, and grasses.

SIGNAGE

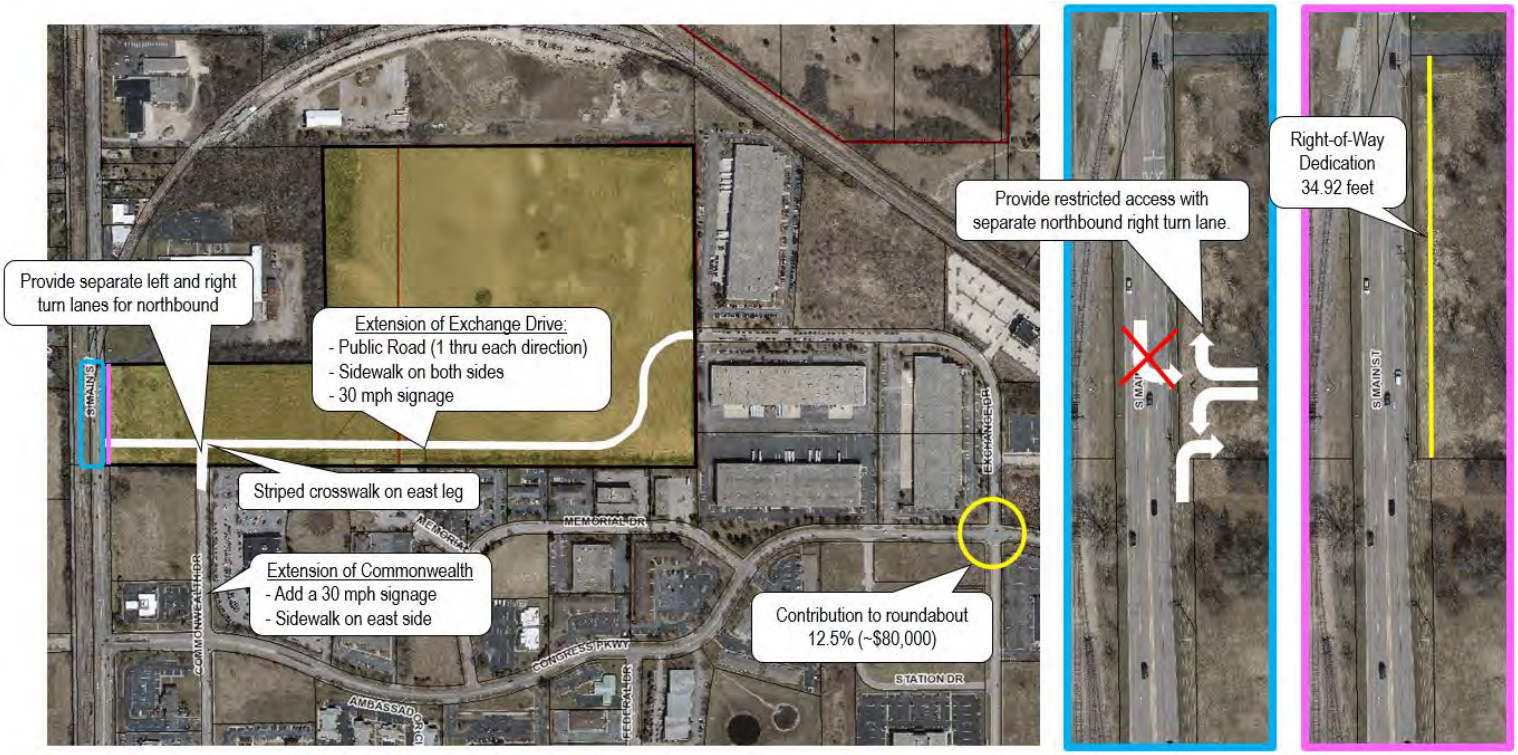
- The building is permitted 150 square feet of wall signage and the illustrated wall signage equals 88.8 square feet.
- There are several monument signs proposed. The monument signs are also used for way-finding signage. The sign is 5 feet high and 25 square feet in sign area. A variation has been requested as part of the PUD for the multiple monument signs.

PARKING

- The UDO requires parking for the employees and the vehicles used during business hours.
- The site provides 1,434 spaces which exceeds the UDO requirements.

TRAFFIC STUDY RECOMMENDATIONS

- A traffic study was completed by Sam Schwartz. This traffic study analyzed the existing traffic and was adjusted to accommodate the Metra traffic pre-COVID.
- It projected future no build and build options and based on those options created recommendations for improvements to the City's roadway network.
- Recommendations include the following, which are also illustrated below:
    - Installation of a northbound right turn lane into the site from Main Street.
    - Dedication of right-of-way on Main Street.
    - Construction of Exchange Drive to City street standards including a sidewalk on both sides of the road.
    - Various upgrades to minor legs/side streets and the Commonwealth Drive intersection.
    - The proposed use will increase the average volume of traffic at the Exchange Drive and Congress Parkway intersection by 12.5%. Similar to other projects in the City, it is recommended that the petitioner contribute 12.5% of the cost of the scheduled intersection improvement (roundabout installation).



Traffic Study Review and Summary:

During the Planning and Zoning Commission meeting several concerns were raised with respect to traffic. These concerns were:

- Main Street access for tractor-trailer trucks and delivery vans
- Tractor-trailer (semi) truck traffic
- Cut-through traffic on proposed Exchange Drive

Proposed Development Traffic Characteristics

Unlike a commercial/retail development or residential development, the traffic generated by this development will primarily occur outside of the typical morning and evening rush hours. The delivery vans peak hours will be 10:00 am – 11:00 am (outbound for delivery) and 7:30 pm – 8:30 pm (inbound back to facility). The majority of the associates working at the facility will arrive at 1:30 am and leave at 12:30 pm – 1:30 pm.

The development will have 25 tractor-trailer trucks servicing the facility (50 trips; 25 in/25 out). The tractor-trailer truck traffic will consist of at most 3 trips in any given hour and will primarily use Exchange Drive to access US 14. According to the developer, the majority of the traffic will occur between 10:00 pm and 8:00 am. Given the access points on Main Street and Exchange Drive, the volume of tractor-trailer traffic in any given hour will be low.

Proposed Main St. Access

The proposed Main Street /Exchange Drive intersection will allow for right turns in and out, and left turns out. Southbound left-turns into the development from Main Street will not be permitted. The developer will dedicate additional right-of-way (property) along Main Street and construct a northbound right turn lane on Main Street. This intersection will operate under side street stop sign control (stop sign on proposed Exchange Drive).

Analysis conducted by the City's traffic consultant (capacity analysis) looked at the proposed traffic on Main Street and the proposed traffic on Exchange Drive. The projected operations at this intersection will not be atypical from other similar access intersections in the area. The analysis indicated that during the evening roadway peak hour, traffic on Exchange Drive would queue (stack) back around 1.2 vehicles long. This is a small queue.

For comparison purposes, Camfil (with only one access to Main Street) operates up to 10 tractor-trailer trucks per day and Knaack (located off of IL 176) has 20-40 tractor-trailer trucks per day compared to the estimated 25 tractor-trailer trucks from the proposed Amazon development. Both the Camfil and Knaack facilities utilize a non-signalized full access (all movements permitted in and out) to access the arterial roadway system. A review of the last five years of crash data indicated that there were no crashes at driveways along Main Street. There were also no left-turn crashes on IL 176 at Knaack Drive.

If a problem develops at the Main Street/Exchange Drive intersection in the future, signage could be added to prohibit left turns in the evening peak hour. Staff does not recommend making this a requirement now as the traffic analysis does warrant this requirement. Tractor trailer traffic could also be restricted at this access point through signage in the future should a problem arise.

Cut-Through Traffic on Proposed Exchange Drive

A concern was raised at the PZC meeting about non-Amazon traffic utilizing the proposed Exchange Drive to avoid Congress Parkway traffic. The proposed routing of Exchange Drive is illustrated below:



Southbound Main Street traffic will not be able to turn left onto Exchange Drive, therefore there will be no cut-through traffic from the north. It is highly unlikely that any Pingree Station Metra traffic would proceed north on Main Street since they would pass the downtown train station (e.g. it is unlikely that commuters that live northwest of site would be using the Pingree Station.) Utilizing the proposed Exchange Drive rather than Congress Parkway would be slightly longer in distance and involve three curves that are tighter than Congress Parkway. The traffic study states "Based on the planned alignment of Exchange Drive east of Commonwealth Drive, it is not anticipated that drivers currently traveling to/from the east along Congress Parkway would find a more convenient connection by rerouting to Exchange Drive." Estimates of traffic rerouting to the proposed Exchange Drive for traffic heading to the west and then north would be very small.

PZC Highlights:

- The petitioner reviewed the request and shared that the proposed tenant is an Amazon Delivery Station warehouse.
    - This facility will be a Delivery Station, which is the last stop in the distribution process for packages before they are delivered to people's homes or businesses.
    - The facility generally operates with truck deliveries occurring in the overnight hours, followed by packages being sorted in the facility and then loaded onto vans for

delivery. The tenant representative stated that the vans will exit the property once a day between 9:50-11:10am and will return between 7:10-9:10pm.

- Amazon anticipates that 500 jobs will be created by this development with 199 associates who would work in the facility, 21 line haul truck drivers, 230 delivery drivers and 60 tenant flex route drivers. The anticipated starting pay range is between $18-22/hr.

- The PZC discussed the impact to the traffic in the area. Primarily the members asked about how the trucks and vans will enter and leave the site. The City's Traffic Consultant explained that based on the roadway network, the trucks which will arrive overnight will travel via Exchange Drive and the vans will depart/arrive during non-peak hours and will be dispersed throughout the network (Main Street, Congress and Exchange). See the above section on "Traffic Study Review and Summary" for an executive summary relating to traffic concerns and characteristics.
- The PZC stated that the petition met the Findings of Fact.

The PZC recommended **approval (6-0)** of the petitioner's request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (GW Properties, received 05/18/21)
   B. Site Plan (Kimley Horn, dated 10/13/21, received 10/20/21)
   C. Landscape Plan (Kimley Horn, dated 10/13/21, received 10/20/21)
   D. Elevations and Signage (Progressive ae, dated 10/15/21, received 10/20/21)
   E. Plat of Subdivision (Compass Surveying LTD, dated 09/30/21, received 10/20/21)
   F. Plat of Survey (Compass Surveying LTD, dated 08/25/21, received 10/20/21)
   G. Plat of Annexation (Compass Surveying LTD, dated 08/25/21, received 10/20/21)
   H. Preliminary Drainage Report (Kimley-Horn, dated October 15, 2021, received 10/20/21)
   I. Traffic Impact Study (Sam Schwartz, dated November 19, 2021, received 11/19/21)

2. Final Plat of Subdivision
   A. All municipal utilities are required to be in a Municipal Utility Easement (MUE). Work with staff to provide a plat of easement.

3. Landscape Plan
   A. As part of the building permit submittal, provide a final landscape plan indicating the species and size of all plantings.
   B. Provide additional tree plantings at the northeast corner of the property to help screen the building from the residential properties across the railroad tracks.

4. Provide a lighting plan that complies with the UDO exterior lighting standards.

5. Traffic Study: Based on the assumptions and analyses detailed in the report, the following recommendations should be implemented as part of the proposed development project:

A. The extension of Exchange Drive through the site should provide a single travel lane in each direction. A 30 MPH speed limit should be posted in the east- and westbound directions, particularly near the new intersection with Main Street.

B. On Commonwealth Drive between Exchange Drive and Congress Parkway, 30 MPH signage should be posted to reinforce City code.

C. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Congress Parkway and Exchange Drive traffic circle (12.5% estimated at $80,000) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated November 19, 2021 by Sam Schwartz.

D. The petitioner shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be calculated once final cost estimates have been provided based on the recommendation of the City's traffic engineering consultant as approved by the City's Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the petitioner executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or petitioner's successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived.

E. Sidewalks must be constructed on both sides of the extension of Exchange Drive between its current western terminus and the new intersection with Commonwealth Drive. The existing sidewalk on the east side of Commonwealth Drive north of Congress Parkway should be extended to meet Exchange Drive, including a striped crosswalk across the east leg of the Exchange Drive/Commonwealth Drive intersection. Because the sidewalk along the north side of Exchange Drive east of the site is not currently complete, the developer should also coordinate with the City to identify an appropriate location for a striped crosswalk across Exchange Drive at Access 2 or Access 3 (near the Associates parking lot and building entrances) to connect building employees to the complete sidewalk on the south side of the street.

F. Dedication of 34.92 feet of right-of-way along Main Street.

G. At Main Street/Exchange Drive:
   a. Provide a dedicated northbound right-turn lane with channelization.
   b. Provide a single westbound lane for left- and right-turn maneuvers.
   c. Post minor-leg stop control for westbound traffic.
   d. Post No Left Turn (R3-2) signage for southbound traffic in accordance with MUTCD standards.

H. At Exchange Drive/Commonwealth Drive:

   a. Provide separate left- and right-turn lanes on the northbound approach.
   b. Post minor-leg stop control for northbound Commonwealth Drive.

I. Post minor-leg stop control at all site access driveways to Exchange Drive.

6. Provide final detailed engineering plans for review.

7. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue, and Public Works Departments, as well as the City's Stormwater Consultant and the final approved Traffic Study.

8. **The burial of the overhead utility lines is deferred until an area wide program is established. (Added by PZC)**

9. **The installation of the sidewalk along Main Street is deferred until an area wide program is established. (Added by PZC)**

The proposed 20-year annexation agreement has been reviewed and approved by the petitioner and the City's legal counsel. The annexation agreement outlines the city's standards for annexations and reaffirms the development standards as outline in the City Code and Unified Development Ordinance.

Votes Required to Pass: A super majority (5 votes) is required to approve the annexation agreement.

Acknowledgement Form

Regarding Project Cooper- Please check one of the choices and sign below.

☒ I hereby acknowledge that I have read, understand, and agree to the staff review comments and recommended conditions contained in the staff report, city staff reviews, and consultant reviews (if applicable).

☐ I hereby acknowledge that I have read, understand, and agree to most of the staff review comments and recommended conditions contained in the staff report, city staff reviews, and consultant reviews (if applicable) but have concerns with the following items:

_____

_____

_____

_____

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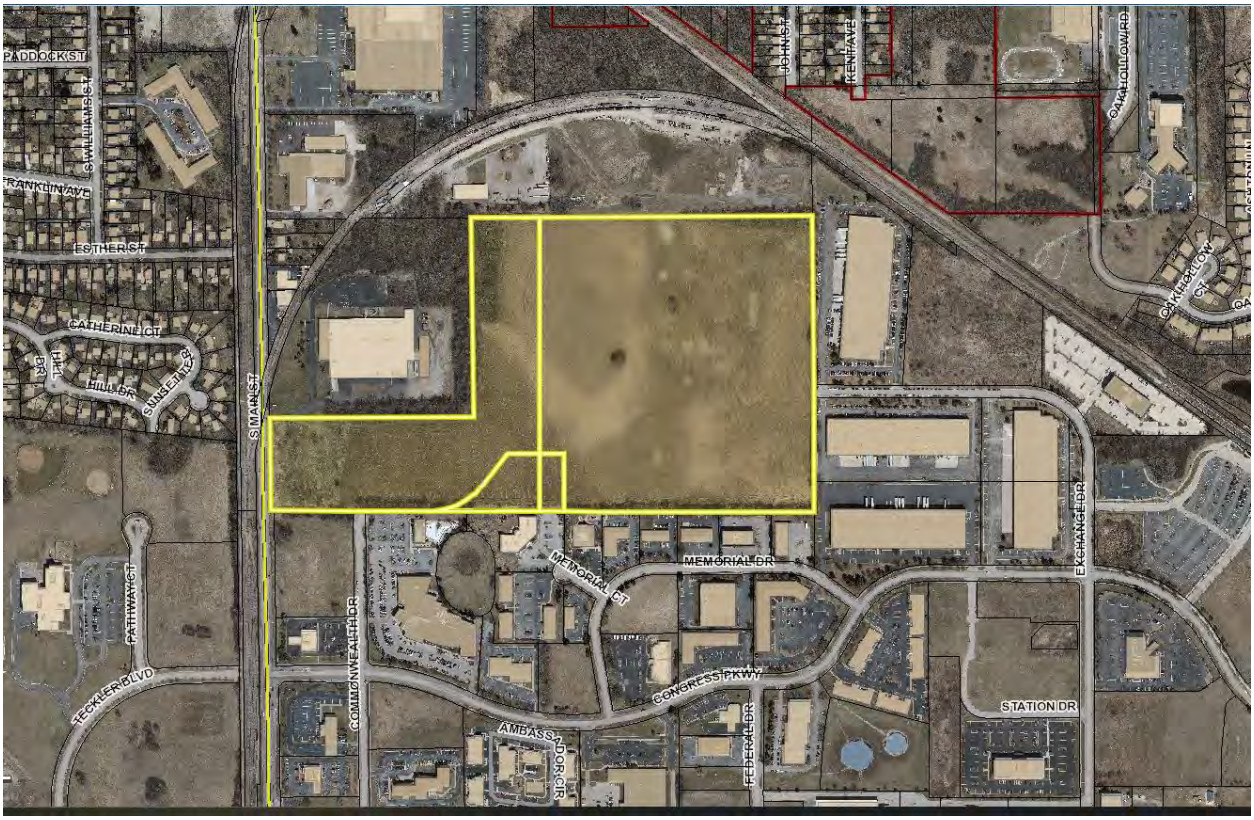
Petitioner's Name: _____ Date: 12/6/21

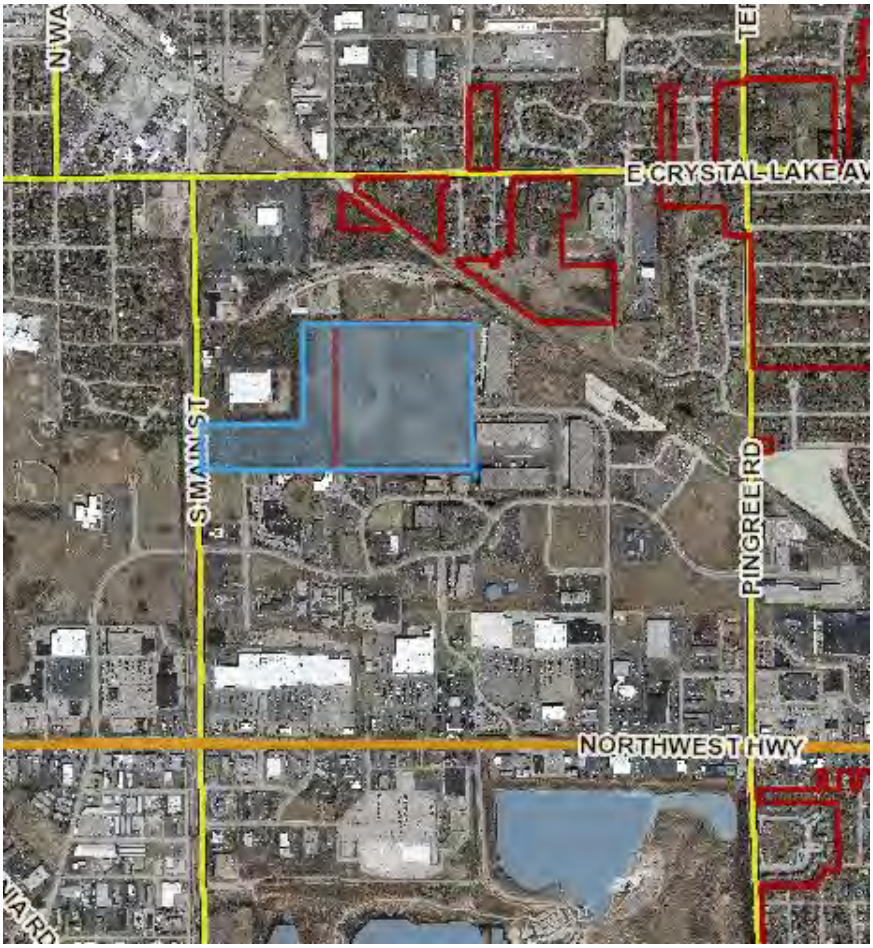
Signature

DAVID Riefe

SEEFRIED INDUSTRIAL PROPERTIES.

PIQ Map
275 South Main Street





Ord. No. xxxx
File No. xxx

The City of Crystal Lake Illinois

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT

WHEREAS, Main Street Crossing Development, LLC and Curran Group, Inc. (hereinafter, "the Owners") is the record title owner of a certain tract of land located in Algonquin Township in unincorporated McHenry County, Illinois, and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"); and

WHEREAS, there are no electors residing on the subject property; and

WHEREAS, the Subject Property consists of approximately 42.03 acres and is depicted on the plat of annexation attached as Exhibit B attached hereto (the "Plat of Annexation"); and

WHEREAS, the Subject Property is contiguous to the corporate limits of the City and is not within the corporate limits of any municipality; and

WHEREAS, the Owners desires and proposes to have the Subject Property annexed to the City of Crystal Lake pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code (the "Annexation"); and

WHEREAS, prior to approval of the Annexation, the City and the Owner desire to establish by agreement terms for the Annexation of the Subject Property; and

Draft

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et seq*. of the Illinois Municipal Code, a proposed annexation agreement, in substance and form substantially the same as the agreement attached hereto as Exhibit C, was submitted to the Corporate Authorities of the City of Crystal Lake and, pursuant to notice published in the Northwest Herald on November 11, 2021, as provided by statute, a public hearing was held thereon by the Corporate Authorities commencing on December 21, 2021.

WHEREAS, the Mayor and City Council of the City of Crystal Lake have found and determined that it is in the best interests of the City that an annexation agreement with the Owners be approved and the execution and attestation of such agreement be authorized;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, MCHENRY ILLINOIS, AS FOLLOWS:

SECTION I: The foregoing recitals are incorporated as though fully set forth herein.

SECTION II: That the Mayor be and he is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit C.

SECTION III: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provide by law.

AYES:

NAYS:

ABSENT:

Draft

PASSED this 21st day of December, 2021.

APPROVED by me this 21st day of December, 2021.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: December 21, 2021
Approved: December 21, 2021

Draft

EHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LEGAL DESCRIPTION OF LAND HEREBY ANNEXED TO THE CITY OF CRYSTAL LAKE

PARCEL 1:

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 40 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1324.0 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 1401.93 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 00 SECONDS EAST, 1301.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 16 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE, 1412.40 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 40 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1301.14 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Draft

PIN No: 19-04-176-003 & 19-04-176-004
Common Address: 275 S. Main Street, Crystal Lake, IL 60014

EXHIBIT B
PLAT OF ANNEXATION

Draft

EXHIBIT C
ANNEXATION AGREEMENT

Draft

Ord. No. xxxx
File No. xxx

The City of Crystal Lake Illinois

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

WHEREAS, a written Petition, signed by the legal owners of all land within the territory hereinafter described, has been filed with the City Clerk of the City of Crystal Lake, McHenry County, Illinois, requesting that said territory be annexed to the City of Crystal Lake; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Crystal Lake; and

WHEREAS, the Owners desires and proposes to have the Subject Property annexed to the City of Crystal Lake pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code (the "Annexation"); and

WHEREAS, said territory is not part of any public library district; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, all Petitions, documents and other necessary legal requirements are in full compliance with the requirements of the Statues of the State of Illinois, specifically 65 ILCS 5/7-1-8; and

Draft

WHEREAS, annexation of the territory by the City is also authorized under, and is in compliance with the requirements of, Section 7-1-10 of the Illinois Municipal Code, 65ILCS 5/7-1-10; and

WHEREAS, it is in the best interests of the City of Crystal Lake that said territory be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

SECTION I: The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

SECTION II: That the territory legally described in Exhibit "A" attached hereto and made a part hereof, be and the same is hereby annexed to the City of Crystal Lake, McHenry County, Illinois.

SECTION III: That the City Clerk of the City of Crystal Lake is hereby directed to record in the Office of the Recorder of Deeds of McHenry County, Illinois, being the County in which the aforesaid annexed territory is situated, a certified copy of this Ordinance together with an accurate map of the territory hereby annexed, said map being attached hereto and made a part hereof and labeled Exhibit "B". Additionally, the City Clerk is authorized and directed to cause a certified copy of this Ordinance, together with an accurate map to be filed in the Office of the County Clerk of McHenry County, Illinois.

Draft

SECTION IV: That this Ordinance shall be in full force and effect from and after its passage and approval.

AYES:

NAYS:

ABSENT:

PASSED this 21st day of December, 2021.

APPROVED by me this 21st day of December, 2021.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: December 21, 2021
Approved: December 21, 2021

Draft

Ord. No. xxxx
File No. xxx

C E R T I F I C A T I O N

I, NICK KACHIROUBAS, do hereby certify that I am the duly elected, authorized and acting City Clerk of the City of Crystal Lake, County of McHenry, and State of Illinois, and that as such City Clerk I am the keeper of the records and minutes of the proceedings of the Mayor and Councilmembers to the said City.

I do hereby certify that the following "AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS" is a true and correct copy of Ordinance Number _____ duly passed and approved at a regular meeting of said Mayor and Council; held on the 4th day of February 2020, at which time ___ councilmembers were present and ___ councilmembers were absent.

Motion was made by Councilmember _____ and seconded by Councilmember _____ that the following Ordinance be passed and approved. Upon roll-call vote, ___ councilmembers voted AYE and _____ councilmembers voted NAY; whereupon said Ordinance was declared duly passed and was thereupon approved by the Mayor.

_____
CITY CLERK

(SEAL)

Prepared by:

City of Crystal Lake
Community Development
100 W. Woodstock Street
Crystal Lake, IL 60014

After recording, return to:

City of Crystal Lake
Community Development
100 W. Woodstock Street
Crystal Lake, IL 60014

Draft

Ord. No. xxxx
File No. xxx

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF LAND HEREBY ANNEXED TO THE CITY OF CRYSTAL LAKE

PARCEL 1:

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 40 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1324.0 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 1401.93 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 00 SECONDS EAST, 1301.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 16 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE, 1412.40 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 40 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1301.14 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Draft

Commonly known as: 275 S. Main Street, Crystal Lake, IL 60014
PINs: 19-04-176-003 & 19-04-176-004

EXHIBIT “B”
PLAT OF ANNEXATION

Draft

Ord. No. xxxx
File No. xxx

The City of Crystal Lake Illinois

AN ORDINANCE ZONING CERTAIN PROPERTY "M -PUD" MANUFACTURING PLANNED UNIT DEVELOPMENT, A PRELIMINARY AND FINAL PLAT OF SUBDIVISION, AND PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT

WHEREAS, Main Street Crossing Development LLC and The Curran Group, Inc. (hereinafter, the "Owner") are the owners of property legally described in Exhibit A, attached hereto (hereinafter, the "Subject Property"); and

WHEREAS, pursuant to an application filed by the Owner, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on November 2, 2021 in the Northwest Herald, held a public hearing at 7:00 p.m., on December 1, 2021 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed zoning of the Subject Property to "M PUD" Manufacturing Planned Unit Development, the Preliminary and Final Plat of Subdivision, and the Preliminary and Final Planned Unit Development; and

WHEREAS, on December 1, 2021, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the zoning of the Property be changed to "M PUD" Manufacturing Planned Unit

Draft

Development, and the Preliminary and Final Plat of Subdivision and the Preliminary and Final Planned Unit Development be approved, all as more specifically set forth in the minutes of the Planning and Zoning Commission in Case #PLN-2021-00192; and

WHEREAS, the City Council of the City of Crystal Lake, pursuant to notice duly published on November 11, 2021 in the Northwest Herald, held a public hearing at 7:00 p.m., on December 21, 2021 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed annexation of the subject property; and

WHEREAS, said territory has been duly annexed by ordinance to the City of Crystal Lake; and

WHEREAS, said territory is to be zoned "M PUD" Manufacturing Planned Unit Development; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the property legally described herein below be classified and zoned as indicated.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

SECTION I: Recitals: The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

SECTION II: That the Subject Property is hereby zoned and classified "M PUD" Manufacturing Planned Unit Development and a Preliminary and Final Plat of Subdivision and Preliminary and Final Planned Unit Development is issued with the following conditions:

Draft

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (GW Properties, received 05/18/21)
   B. Site Plan (Kimley Horn, dated 10/13/21, received 10/20/21)
   C. Landscape Plan (Kimley Horn, dated 10/13/21, received 10/20/21)
   D. Elevations and Signage (Progressive ae, dated 10/15/21, received 10/20/21)
   E. Plat of Subdivision (Compass Surveying LTD, dated 09/30/21, received 10/20/21)
   F. Plat of Survey (Compass Surveying LTD, dated 08/25/21, received 10/20/21)
   G. Plat of Annexation (Compass Surveying LTD, dated 08/25/21, received 10/20/21)
   H. Preliminary Drainage Report (Kimley-Horn, dated October 15, 2021, received 10/20/21)
   I. Traffic Impact Study (Sam Schwartz, dated November 19, 2021, received 11/19/21)

2. Final Plat of Subdivision
   A. All municipal utilities are required to be in a Municipal Utility Easement (MUE). Work with staff to provide a plat of easement.

3. Landscape Plan
   A. As part of the building permit submittal, provide a final landscape plan indicating the species and size of all plantings.
   B. Provide additional tree plantings at the northeast corner of the property to help screen the building from the residential properties across the railroad tracks.

4. Provide a lighting plan that complies with the UDO exterior lighting standards.

5. Traffic Study: Based on the assumptions and analyses detailed in the report, the following recommendations should be implemented as part of the proposed development project:

   A. The extension of Exchange Drive through the site should provide a single travel lane in each direction. A 30 MPH speed limit should be posted in the east- and westbound directions, particularly near the new intersection with Main Street.

   B. On Commonwealth Drive between Exchange Drive and Congress Parkway, 30 MPH signage should be posted to reinforce City code.

   C. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Congress Parkway and Exchange Drive traffic circle (12.5% estimated at $80,000) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated November 19, 2021 by Sam Schwartz.

   D. The petitioner shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be

Draft

calculated once final cost estimates have been provided based on the recommendation of the City's traffic engineering consultant as approved by the City's Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the petitioner executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or petitioner's successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived.

E. Sidewalks must be constructed on both sides of the extension of Exchange Drive between its current western terminus and the new intersection with Commonwealth Drive. The existing sidewalk on the east side of Commonwealth Drive north of Congress Parkway should be extended to meet Exchange Drive, including a striped crosswalk across the east leg of the Exchange Drive/Commonwealth Drive intersection. Because the sidewalk along the north side of Exchange Drive east of the site is not currently complete, the developer should also coordinate with the City to identify an appropriate location for a striped crosswalk across Exchange Drive at Access 2 or Access 3 (near the Associates parking lot and building entrances) to connect building employees to the complete sidewalk on the south side of the street.

F. Dedication of 34.92 feet of right-of-way along Main Street.

G. At Main Street/Exchange Drive:
   a. Provide a dedicated northbound right-turn lane with channelization.
   b. Provide a single westbound lane for left- and right-turn maneuvers.
   c. Post minor-leg stop control for westbound traffic.
   d. Post No Left Turn (R3-2) signage for southbound traffic in accordance with MUTCD standards.

H. At Exchange Drive/Commonwealth Drive:
   a. Provide separate left- and right-turn lanes on the northbound approach.
   b. Post minor-leg stop control for northbound Commonwealth Drive.

I. Post minor-leg stop control at all site access driveways to Exchange Drive.

6. Provide final detailed engineering plans for review.

Draft

7. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue, and Public Works Departments, as well as the City's Stormwater Consultant and the final approved Traffic Study.

8. The burial of the overhead utility lines is deferred until an area wide program is established.

9. The installation of the sidewalk along Main Street is deferred until an area wide program is established.

SECTION III: That the City Clerk is hereby directed to amend the official zoning map of the City of Crystal Lake and all pertinent records of the City of Crystal Lake to show the Zoning classification, the Preliminary and Final Plat of Subdivision, and the Preliminary and Final Planned Unit Development of the above-described property in accordance with the provisions of this Ordinance, as provided by law.

SECTION IV: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provide by law.

AYES:

NAYS:

ABSENT:

PASSED this 21st day of December, 2021.

APPROVED by me this 21st day of December, 2021.

Draft

Ord. No. xxxx
File No. xxx

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: December 21, 2021
Approved: December 21, 2021

Draft

ANNEXATION AGREEMENT
BY AND BETWEEN
THE CITY OF CRYSTAL LAKE, ILLINOIS
AND
MAIN STREET CROSSING DEVELOPMENT, LLC
AND
CURRAN GROUP, INC.
AND
SEEFRIED INDUSTRIAL PROPERTIES, INC.

DATED: December 21, 2021

Draft

Prepared by:

David F. Pardys
Swanson, Martin & Bell, LLP
1860 Winchester, Suite 201
Libertyville, Illinois 60048
(847) 949-0025

After Recording, Return to:

Gary Mayerhofer, City Manager
100 W. Woodstock Street
Crystal Lake, Illinois 60014
(815) 459-2020

PERMANENT INDEX NO:

PROPERTY
ADDRESS:

CITY OF CRYSTAL LAKE

AN AGREEMENT RELATING TO THE ANNEXATION AND DEVELOPMENT OF PROPERTY LOCATED AT 275 S. MAIN STREET

THIS AGREEMENT, made as of this 21st day of December, 2021 by and between the CITY OF CRYSTAL LAKE, an Illinois home rule municipal corporation (the "City"), by and through the Mayor and City Council of the City of Crystal Lake (the "Corporate Authorities"), Main Street Crossing Development, LLC, an Illinois limited liability company ("**Main Street**"), Curran Group, Inc., a Delaware corporation ("**Curran**", with Main Street and Curran being sometimes individually referred to as a "**Owner**" or collectively as the "**Owners**") and SEEFRIED INDUSTRIAL PROPERTIES, INC., a Georgia corporation (hereinafter, "Developer"). Hereinafter, the City, Main Street, Curran, and the Developer may sometimes be individually referred to as a "Party", or collectively as the "Parties".

W I T N E S S E T H :

WHEREAS, Main Street is the sole owner of the real estate described on **Exhibit A-1** attached hereto (the "**Main Street Parcel**") and Curran is the sole owner of the real estate described on **Exhibit A-2** attached hereto (the "**Curran Parcel**"). The Main Street Parcel and the Curran parcel are sometimes hereinafter collectively referred to as the "**Subject Property**"; and

WHEREAS, the Subject Property consists of approximately 58.344 acres; and

WHEREAS, while a portion of the Subject Property is already within the corporate limits of the City, the eastern-most 42.03 acres comprised of tax parcel identification numbers 19-04-176-003 and 19-04-176-004, as depicted on the Plat of Annexation attached hereto as **Exhibit B** (the "**Property to be Annexed**") is contiguous to, but not yet within the corporate limits of the City and is not within the corporate limits of any other municipality; and

WHEREAS, the Developer is the contract purchaser of the Subject Property and it, or its nominee (in either case the "Successor Owner"), intends to acquire fee simple title to the Subject Property from the Owners; and

Draft

WHEREAS, the Developer and the Owners have heretofore filed with the City Clerk a duly executed petition signed by the sole owners of record of the Property to be Annexed, seeking annexation of the Property to be Annexed to the City, together with a plat of annexation which contains an accurate map of the Property to be Annexed, said plat (the "Plat of Annexation") having been prepared by Kimley-Horn and Associates, Inc. with revision date of August 23, 2021, and being attached hereto as **Exhibit B**; ; and

WHEREAS, there are no electors residing within the boundaries of the Property to be Annexed; and

WHEREAS, the Developer and the Owners desire and propose that the Property to be Annexed be annexed to the City pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and of this Agreement (the "Annexation"); and

WHEREAS, the Developer and the Owners have filed with the City a petition for a map amendment to the zoning map of the City of Crystal Lake, seeking to have the entire Subject Property be designated M-Manufacturing Planned Unit Development in accordance with the City of Crystal Lake Unified Development Ordinance ("UDO"); and

WHEREAS, once the Successor Owner has acquired title to the Subject Property, the Successor Owner intends to cause the Developer to develop and improve the Subject Property, and to thereafter use the Subject Property only in substantial compliance with this Agreement, the ordinances adopted pursuant to this Agreement, and in compliance with all applicable federal, state and City laws, statutes, codes, ordinances, resolutions, rules and regulations except as departures from any of same may be herein granted ("Requirements of Law"); and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed annexation agreement, in substance and form substantially the same as this Agreement, was submitted to the Corporate Authorities and, pursuant to notice published in the Northwest Herald on November 11, 2021 2021 as provided by statute (a certificate of such publication being presented to the Corporate Authorities), a public hearing on this proposed Agreement was scheduled on December 7, 2021 and continued by the Corporate Authorities to

Draft

December 21, 2021. The public hearing was held by the Corporate Authorities on December 21, 2021.

WHEREAS, pursuant to notice published in the Northwest Herald, as provided by statute, a public hearing was held by the Planning and Zoning Commission of the City on November 27, 2021 and the Planning and Zoning Commission has made its recommendations with respect to the requested amendments to the Zoning Map of the City to classify the Subject Property under the M-Manufacturing PUD zoning classification with respect to the entire Subject Property subject to the specific limitations set forth herein; and

WHEREAS, all petitions and other documents necessary to accomplish the Annexation have been executed; and

WHEREAS, notice of the Annexation has been delivered to the following entities and officials pursuant to and in accordance with the provisions of Section 7-1-1 of the Illinois Municipal Code, with an Affidavit of Service from the City's staff being presented to the Corporate Authorities:

1. The Crystal Lake Rural Fire Protection District, PO Box 484, Crystal Lake, Illinois 60014, and the Trustees (Brian Wolek, Greg Danielson, and Kevin Sarnwick) thereof;

2. The Algonquin Township Road Commissioner, Danijela Sandberg, 3702 US Hwy 14, Crystal Lake, Illinois 60014; and

3. The Trustees (Millie Mendendorp, Teresa Sharpe Decker, Theresa Fronczak, and Ed Zimel, Jr) and Supervisor of Algonquin Township, Randy Funk, 3702 US Hwy 14, Crystal Lake, Illinois 60014.

4. The Algonquin Township Clerk, Marueen Huff, 3702 US Hwy 14, Crystal Lake, Illinois 60014

WHEREAS, the Corporate Authorities after due and careful consideration, have concluded that the Annexation, zoning, and development of the Subject Property pursuant to and in accordance with this Agreement and all Requirements of Law would further enable the City to control the development of the area and would serve the best interest of the City; and

Draft

WHEREAS, the Corporate Authorities have reviewed and considered the proposed development of the Subject Property and zoning code amendments being requested to allow for its implementation and have found the proposed development and such zoning approvals to be consistent with the character of, and existing development patterns in the City; and

WHEREAS, as a home rule municipality in the State of Illinois, the City declares and the Owners and Developer agree that all of the terms and provisions of this Annexation Agreement shall be deemed to be a development agreement" with respect to those portions of the Subject Property already annexed to the City prior to the date of this Agreement and shall be of equal force and effect as is this Annexation with respect to the Property to be Annexed.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, and pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code, the Parties hereby agree as follows:

Section 1. Annexation; Recording: Possible Disconnection.

(a) Immediately following the execution of this Agreement by Owners and the Corporate Authorities the City shall adopt valid and binding ordinances as follows:

(i) An ordinance substantially in the form attached hereto as **Exhibit "C"**) annexing the Property to be Annexed to the City pursuant to Section 7-1-8 of the Illinois Municipal Code (the "Annexation Ordinance");

(ii) The Zoning Map Ordinance as described in Section 2;

(iii) An ordinance or resolution approving and authorizing the execution of the Final Plat of Subdivision of the First Addition to Crystal Lake Business Center, as prepared by Compass Surveying, Ltd. and bearing last revision date of September 30, 2021 (the "Subdivision Ordinance");

(iv) An ordinance approving a Planned Unit Development.

The aforesaid four (4) ordinances are sometimes herein collectively referred to as the "**Annexation and Development Legislation**".

Draft

(b) Immediately following satisfaction of the conditions precedent to the effectiveness of the Annexation Ordinance and the execution of this Agreement by the City Mayor, the City shall promptly cause this Agreement, the Affidavits of Service and the Annexation Ordinance to be properly recorded in the office of the McHenry County Recorder of Deeds.

(c) It is expressly agreed and understood that this Agreement, in its entirety, together with the aforesaid petitions for annexation, shall, at the request of the Owners, or either of them, be null, void and of no force and effect unless the Annexation and Development Legislation is enacted by the City contemporaneously with the adoption of this Agreement by the City.

(d) It is further expressly agreed and understood that unless, within one hundred eighty (180) days following the date the City executes this Agreement and enacts the Annexation and Development Legislation (the "**Title Acquisition Deadline**"), the Successor Owner or the Developer documents to the City that the Successor Owner has acquired fee simple title to the Subject Property, then upon the filing of a written petition for disconnection with the City Clerk by either of the Owners, in compliance with 65 ILCS 5/7-34 of the Illinois Municipal Code (the "Disconnection Petition") within sixty (60) days of the Title Acquisition Deadline (with copies to all other Parties), the City shall enact all ordinances required to (i) disconnect the Property to be Annexed from the corporate limits of the City, and (ii) abrogate any plat of subdivision of the Subject Property that has, as of said date, been approved and recorded (the actions in the foregoing clauses (i) and (ii) being collectively called the "**Disconnection Legislation**"), all for the purpose of nullifying the Annexation and Development Legislation. For the avoidance of doubt, neither of the Owners, nor the City shall have the right to require the City to enact the Disconnection Legislation or to otherwise disconnect the Subject Property from the City nor shall the City have the right to enact the Disconnection Legislation so long as Successor Owner completes the purchase of the Subject Property by the Title Acquisition Deadline.

(e) The City represents that there is no boundary agreement, order, restriction, or other agreements that are binding upon the City which would be violated by the City's annexation of the Property to be Annexed into the City or the performance by the City of its covenants as set forth in this Agreement.

Draft

Section 2. Land Use and Zoning of the Subject Property. Immediately after the adoption of the Annexation Ordinance, the City shall adopt a valid and binding ordinance, substantially in the form attached hereto as "**Exhibit "D**," amending the City's zoning map (the "Zoning Map Ordinance") to add the Subject Property to said map and to classify the Subject Property in the M-Manufacturing PUD classification and shall further adopt an ordinance approving a Planned Unit Development.

Section 3. Development of the Subject Property.

A. General Restrictions and Requirements: Departures. Except for minor alterations approved by the City Engineer due to field conditions, or as may otherwise approved by the City Council, the Subject Property shall, be developed pursuant to and in strict accordance with the following plans (collectively, the "Approved Final Plans", with the development depicted therein being herein referred to as the "Approved PUD Project"):

1. the Final Plat of Subdivision prepared by Compass Surveying, Ltd. dated September 30, 2021;
2. the Preliminary Engineering Plans prepared by Kimley-Horn and Associates, Inc. dated December 15, 2021;
3. the Permit Site Plan prepared by Kimley-Horn and Associates, Inc. dated December 15, 2021;
4. the Preliminary Landscaping Plans prepared by Kimley-Horn and Associates, Inc. dated December 15, 2021;
5. The elevations prepared by Progressive AE, dated October 15, 2021, 2021;
6. all other applicable provisions of the City's Municipal Code not otherwise inconsistent with the provisions of this Agreement,
7. all other Requirements of Law; provided, however, and for the avoidance of doubt, the Approved Final Plans represent the granting by

Draft

the Corporate Authorities of those departures and variations, if any, from the provisions of said Municipal Code as may be expressly granted herein or in the ordinances adopted hereunder, or as may be discerned from the Approved Final Plans. In the event of a conflict or inconsistency between, among or within any of the above Approved Final Plans and any of the provisions of the City's Unified Development Ordinance ("UDO") or its building code ("BC"), the approved Final Plans shall be deemed controlling and departures or variations shall be deemed to have been granted from such conflicting or inconsistent provisions of the UDO or BC. All of the above Approved Final Plans shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

Notwithstanding the foregoing, if the Developer does not proceed with the development of the Subject Property for the Approved PUD Project, the City agrees that the Subject Property may also be developed as a PUD for any other use allowed in the M Manufacturing PUD district provided same complies with all of the requirements for approval of a PUD in accordance with the City's Municipal Code.

B. Special Restrictions and Requirements. Notwithstanding any use or development right that may be applicable or available to the Subject Property pursuant to the UDO, the Subject Property shall be used and developed only pursuant to and in accordance with this Agreement.

Section 4. Improvements and Easements.

A. Improvements Required. The Developer shall, at its sole cost and expense, construct and install all of the public improvements and facilities necessary to serve the Subject Property as shown on the Approved Final Engineering Plans (the "Public Improvements"), including without limitation, all storm water detention and retention facilities, water mains, storm sewers, sanitary sewers, streets, lighting, sidewalks, parkways, rough and final grading, trees, sod, seeding and other landscaping in public rights of way, and all other public improvements required pursuant to this Agreement.

B. Easements Required. The Successor Owner shall, as a condition precedent to the any development of the Subject Property, grant to the City and other applicable

Draft

governmental bodies utility and stormwater easements, as depicted in the Approved Final Plat of Subdivision for the purposes of installing, operating, maintaining, servicing, repairing and replacing utility facilities servicing the Subject Property. In the event of a conflict in the application or interpretation of the terms and provisions of public service and utility easements platted on an Approved Final Plat of Subdivision and any terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control over the terms and provisions of the utility and stormwater easements platted on an Approved Final Plat of Subdivision.

C. Design and Construction of the Public Improvements.

1. General Standards. The Public Improvements shall be designed and constructed pursuant to and in accordance with the standards set forth in Section 3 of this Agreement and to the reasonable satisfaction of the City Engineer based upon sound general engineering practices in effect at the time such determination is made. The Developer shall cause all work on the Public Improvements to be conducted in a good and workmanlike manner and with due dispatch in accordance with the schedule established pursuant to Subsections 4D. All materials used for construction of the Public Improvements shall be new and of first quality; provided, however, that coarse aggregates manufactured from recycled concrete that meet the requirements of the *Standard Specifications for Road and Bridge Construction* most recently adopted by the Illinois Department of Transportation may be acceptable.

2. Contract Terms: Prosecution of the Work. The Developer shall include in every contract it may let for work on the Public Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement and all Requirements of Law, until it is properly completed and terms providing that the Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner. The Developer shall, in accordance with the schedule established pursuant to Subsections 4D, promptly file with the City Engineer an executed copy of each contract for work on the Public Improvements. If any such work is abandoned, or performed in violation of this Agreement or of the contract therefor,

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then the Developer shall promptly and aggressively act to cause the work to be completed properly and within the times for completion established pursuant to Subsection 4D below.

3. City Inspections and Approvals. All work on the Public Improvements shall be subject to inspection and approval by City professional staff and consultants at all times.

4. Other Approvals. Where the construction and installation of any Public Improvement requires the consent, permission or approval of any public agency or private party, the Developer shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain such consent, permission or approval.

5. Construction Traffic. The City reserves the right to designate certain prescribed routes of access to the Subject Property for construction traffic related to the Subject Property to provide protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that such designated routes shall not be unreasonably or unduly circuitous nor unreasonably or unduly hinder or obstruct direct and efficient access for construction traffic. Subject to the foregoing reservation of rights, the City shall, upon application by the Developer, issue a permit for the use upon designated streets of the City of vehicles weighing in excess of the limits prescribed by City ordinances, in order to provide access for construction vehicles. At all times during the development of the Subject Property and the construction of the Public Improvements, and until completion of the development of the Subject Property and the construction of the Public Improvements and approval and, where appropriate, acceptance thereof by the City, the Developer shall keep all routes used for construction traffic related to the Subject Property free and clear of mud, dirt, debris, obstructions and hazards and shall repair any damage caused by such construction traffic.

6. Streets. All streets required to provide access to, or circulation on, the Subject Property for general traffic shall be constructed and dedicated to the City in accordance with, and as required by or pursuant to, this Agreement. The final surface course of any such street, if bituminous concrete pavement is utilized, shall not be installed until a

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period of 12 months after installation of the base or until any construction traffic permitted to utilize such street pursuant to Paragraph 4(D(6) above has ceased on any such street, whichever is later. No construction traffic shall be permitted to utilize any such street after installation of the final surface course of said street; provided, however, that if reasonably direct access to the construction site cannot be made available by any other route, then Developer shall be permitted to use said streets for construction traffic *and* shall, during the period of such use, keep such streets free and clear of mud, dirt, debris, obstructions and hazards and shall, after such use is no longer necessary, restore and repair said streets to the standards established herein for the construction of such streets. Prior to commencing use of any such street for construction traffic after installation of the final surface course, the Developer shall post a maintenance bond or letter of credit with the City, in form and amount satisfactory to the City, conditioned upon the Developer's good and faithful performance of the obligations created by this Paragraph 4C6.

Notwithstanding any use of the streets required to be constructed and dedicated to the City, no such street shall be deemed to be accepted by the City, and the City shall have no obligation or liability in respect thereof, unless and until said street shall have been completed, approved and accepted by the City in accordance with Subsections 4F and 4H below. The Owner acknowledges and agrees that (1) the City shall not be obligated to accept any such street unless and until all construction traffic on said street has ceased and the street has been completed and, if necessary, restored and repaired as required herein and (2) the City shall not be obligated to keep any such streets cleared, plowed or otherwise maintained until such street has been completed, approved and accepted by the City in accordance with Subsections 4F and 4H below or until other arrangements satisfactory to the City, in its sole discretion, shall have been made.

D. Schedule for Completion of the Public Improvements. Once the Developer procures all required permits for the construction of the Public Improvements, said Public Improvements shall be completed by the Developer and made ready for inspection, approval and, where appropriate, acceptance by the City with reasonable diligence. The Developer shall be allowed extensions of time beyond the completion dates set forth in such schedule only for

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unavoidable delay caused by strikes, lockouts, acts of God or other factors beyond the control and ability to remedy of the Developer or any agent or contractor hired by, or on behalf of, the Developer;(collectively, "Force Majeure"); provided, however, that no extension of time shall be allowed for any delay caused by weather conditions unless such weather conditions are unusually severe or abnormal considering the time of year and the particular locality involved. The Developer shall, within ten (10) days after any unavoidable delay commences and again within ten (10) days after such delay terminates, give notice to the City for its review and approval of such delay, the cause for such delay the period or anticipated period of such delay and the steps taken by the Developer to mitigate the effects of such delay. Any failure of the Developer to properly give such notice shall be deemed a waiver of any right to an extension of time for any such delay. Notwithstanding any extension of time granted pursuant to this Subsection 4D, no building permit or certificate of occupancy for any building or structure within the Subject Property shall be issued except in accordance with Subsection 4I below.

E. Dedication and Maintenance of the Public Improvements.

1. Final Inspection and Approval of the Public Improvements. The Developer shall notify the City when it believes that any or all of the Public Improvements have been fully and properly completed and shall request final inspection, approval and, where appropriate acceptance of the Public Improvements by the City. Such notice and request shall be accompanied by the "as built" or "record" drawings required by Subsection 4G below and by proposed drafts of the documents of title transfer required by Subsection 4H below. Such notice and request shall be given far enough in advance of the applicable completion date required pursuant to Subsection 4E above to allow the City time to inspect the Public Improvements and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to such completion date. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The City shall not be required to approve or accept any portion of the

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Public Improvements until all of the Public Improvements, including all punch list items, have been fully and properly completed.

2. Dedication and Acceptance of Specified Improvements. The Successor Owner shall dedicate to the City the Public Improvements set forth in the schedule attached hereto as **Exhibit "E**." Neither the execution of this Agreement, nor any other act by or on behalf of the City shall constitute an acceptance by the City of any of the Public Improvements, including without limitation any streets or other public facilities that are depicted as "dedicated" on the Approved Final Plat of Subdivision. No Improvement shall be accepted by the City except by ordinance or resolution duly adopted by the Corporate Authorities specifying with particularity the accepted Public Improvements.

F. "As-Built" or "Record" Drawings and Specifications of the Public Improvements. The Developer shall, not later than the time it gives the notice of completion and request for approval and, where appropriate, acceptance required pursuant to Subsection 4E above, provide to the City three sets of "as-built" or "record" drawings and specifications for all of the Public Improvements, including one set on a reproducible Mylar and one set on an external thumb drive. Such "as-built" or "record" drawings and specifications shall depict every Improvement as built and shall include all final dimensions, elevations and calculations necessary to fully describe the Public Improvements and to establish their compliance with all applicable standards and requirements.

G. Transfer of Ownership, of the Public Improvements and Easements to the City. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the City pursuant to Subsection 4E above, the Successor Owner shall execute, or cause to be executed, such documents as the City shall request to transfer ownership of such Public Improvements to, and to evidence ownership of such Public Improvements by, the City, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the City in writing. The Successor Owner shall, at the same time, grant, or cause to be granted, to the City all such easements or other property rights as the City may require to install, operate, maintain, service, repair and replace the Public Improvements which have not

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previously been granted to the City, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the City in writing.

H. Two-Year Guaranty of the Public Improvements. The Developer hereby guaranties the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements, including without limitation landscaping installed by the Developer on public lands or within public rights-of-way or easements, that occur or become evident within two years after approval and, where appropriate, acceptance of the Public Improvements by the City pursuant to Subsections 4E above. If any such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within ten (10) days, weather permitting, after written demand from the City to do so, correct it or cause it to be corrected.

I. Issuance of Permits and Certificates.

(1) Subject to Subsection I-(2), the City agrees to issue, within a reasonable time after initial submission, review, and approval of building construction plans, and the payment of required building permit fees and all other applicable fees, all necessary building and other permits for the construction of any and all improvements on the Subject Property or issue a letter of denial within said period of time informing Developer as to wherein the application does not conform to the stated section of the Code. At the Developer's request, the City shall issue up to four (4) separate building permits for construction on a lot within the Subject Property, with such phases to be as follows:

Phase I: Mass grading, earthwork, and detention.

Phase II: Foundation permit and permits for the construction of the underground utilities;

Phase III: Shell of the building as well as base building mechanical, electrical, plumbing, and fire protection systems.

Phase IV: Tenant Improvements Permit, inclusive of all interior improvements and tenant-required site improvements.

(2) The City agrees that, at the request of the Developer the City will issue the aforesaid building permit(s) identified as Phase I, Phase II, and Phase III above prior to the completion of utilities and streets, but on the condition that the City's Building Commissioner or

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his designee is / are reasonably satisfied that (i) access to the Subject Property by fire and emergency vehicles ("Emergency Vehicular Access") is safe and adequate and (ii) the Developer enters into a hold harmless and indemnity agreement in a form approved by the City's Corporation Counsel. The Developer shall also be allowed to construct both combustible and non-combustible parts of such structure before water for fire protection purposes is provided, so long as the Developer enters into a hold harmless and indemnity agreement in a form approved by the City's Corporation Counsel. Without limiting the generality of the foregoing, the Parties further agree with respect to the conditions of Emergency Vehicular Access that may also be satisfied by the installation of the gravel road base intended to serve as the base for the right-of-way approved by the Final Plat of Subdivision of the Subject Property. The issuance of any building permit or certificate of occupancy by the City at any time prior to completion of all the Public Improvements and approval and, where appropriate, acceptance thereof by the City shall not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

(3) The City agrees that construction access to the Subject Property shall be allowed from the existing City-owned public rights of way known as Main Street and Exchange Drive.

(3) The City shall have the absolute right to withhold any building permit or certificate of occupancy at any time Successor Owner or Developer is in violation of, or is not in full compliance with, the terms of this Agreement.

J. Duty to Restore Property. If the Developer fails to diligently pursue all construction and installation of the Public Improvements as required by this Section 4 to completion within the time periods prescribed pursuant to Subsection 4D above, then the City, in its sole discretion and in writing, may demand removal of any or all of any partially completed building, structure or Improvement from the Subject Property and restoration of---------- the affected property to its original condition. The Developer shall, within sixty (60) days after receipt of such a demand from the City either cure its failure to perform as described in this paragraph or remove any such partially completed building, structure or Improvement

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from the Subject Property and restore the affected property in accordance with the City's demand.

K. City Rights to Complete Work. If the Developer fails or refuses to diligently pursue all construction and installation of the Public Improvements as required by this Section 4 to completion within the time periods prescribed pursuant to Subsection 4D above; or to correct any defect or deficiency as required pursuant to Subsection 4H above, or to remove any partially completed building, structure or Improvement from the Subject Property as required by Subsection 4J above, then the City shall have, and Successor Owner and the Developer hereby grant to the City, in addition to all other rights afforded to the City in this Agreement and by law, the right, at the City's option, to complete such construction and installation of said Public Improvements, to correct any such defect or deficiency therein, or to demolish and remove any or all of such partially completed Public Improvements from the Subject Property, using either its own forces or contractors hired for that purpose. The City shall only exercise this option only if the Developer, after the sixty (60) day demand period set forth in 4K, above, has failed to and thereafter diligently pursue the completion of the construction and installation of the Public Improvements required by Subsections 4A and 4D in accordance with the time periods pursuant to Subsection 4E and brought the status of the completion of the construction and installation of the Public Improvements current with such time periods not later than one hundred twenty (120) days following the demand required by Subsection 4K, above. The City shall have the right to draw from the performance securities deposited pursuant to Section 8 of this Agreement, as well as the right to demand payment directly from the Developer, based either on costs actually incurred or the City's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of such work, including legal fees and administrative expenses. The Developer shall, upon demand by the City, pay such amount to the City.

L. No Obligation to Pay Recapture Fees. The City (i) represents that, to its knowledge, there are no so-called recapture or reimbursement agreements pursuant to Section 9-5-1 of the Illinois Municipal Code ("Recapture Agreements") currently in place, and (ii) the

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City will not hereafter approve any Recapture Agreements, in either case that do currently require or will hereafter require the Successor Owner, as a benefitted property owner or otherwise, to reimburse any third party for a portion of the cost of the construction and installation, including, interest, if any, of any water main, sanitary sewer, storm sewer or any other utility or telecommunication improvement or any street improvement or traffic control device or facility, or any other improvement that allegedly may be used for the benefit of the Subject Property, or a portion thereof.

M. Relocation/Undergrounding of Utility Lines. At such time as the Developer deposits with the City the Performance and Payment Letter of Credit required by Section 8 of this Agreement, the Developer shall also deposit with the City cash funds in an amount equal to the estimated cost for undergrounding the existing overhead public utility lines (the "Utility Undergrounding Project") located within the public right of way adjacent to the Main Street frontage of the Subject Property (the "Utility Undergrounding Deposit"). The Developer shall provide the City with an engineering estimate for the Utility Undergrounding Project, which estimate shall be subject to the approval by the City's Director of Public Works. At such time as the City determines that it is necessary and/or appropriate to carry out the Utility Undergrounding Project, the City may take such actions to carry out and complete the Utility Undergrounding Project and may apply any portion, or the entirety of the Utility Undergrounding Deposit, to reimburse the City for all costs which it incurs in carrying out the Utility Undergrounding Project. In the event that the City elects to relocate the existing overhead utility lines, rather than undergrounding such utility lines, the City may apply any portion or the entirety of the Utility Undergrounding Deposit to reimburse the City for all costs which it incurs in relocating such above ground utility lines. Upon completion of the Utility Undergrounding project (whether by undergrounding or relocation of overhead utility lines), the City shall refund any unapplied portion of the Utility Undergrounding Deposit to the Developer or its designee.

Section 5. Damage to Public Property. The Developer shall maintain the Subject Property and all streets, sidewalks and other public property in and adjacent to the Subject Property in a good and clean condition at all times during the development of the Subject

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Property and the construction of the Public Improvements; shall promptly clean all mud, dirt or debris deposited on any street, sidewalk or other public property in or adjacent to the Subject Property caused to be deposited thereon by the Developer or any agent of or contractor hired by, or on behalf of the Developer; and shall repair any damage to any street, sidewalk or other public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of the Developer

Section 6. Dedications and Contributions.

A. Dedications. The Successor Owner shall dedicate sites, easements and rights-of-way as required by Subsections 4B and 4E of this Agreement.

B. No Other Dedications. Except as required by this Section 6, the Successor Owner shall not be required to dedicate or donate any land to the City nor shall the City require Successor Owner to dedicate or donate any land to any other governmental or private agency.

Section 7. Payment of City Fees and Costs.

A. General Requirements. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Developer shall pay to the City, as and when due, all application, inspection and permit fees, and all water and sewer connection fees. Because of the business use of the property, annexation fees for the Subject Property are waived. The City hereby acknowledges and agrees, however, that if, as part of the Approved Final Engineering Plans, the Developer is required to install oversized public water mains primarily for the benefit of the City or neighboring properties as identified in the Recapture Agreement, as the City and the Developer may agree, then the Developer or, by way of assignment by the Developer, the Successor Owner shall be permitted to be reimbursed by the City in an amount equal to the incremental difference between the actual cost of pipe materials for any such oversized public water main and the estimated cost of the pipe materials for the size of the public water main that would have otherwise been required to have been provided in its place as benefited properties connect to the water main. The City shall reimburse the Developer or, by way of assignment by the Developer, the Successor Owner for such incremental difference once the actual cost of pipe

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materials for any such oversized public water main has been ascertained and the City and the Developer have mutually agreed to the estimated cost of the pipe materials for the size of the public water main that would have otherwise been required to have been provided in its place as presented in the Recapture Agreement.

B. Special Requirements. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement or by applicable City codes, ordinances, resolutions, rules or regulations, the Developer shall pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred or accrued in connection with the review and processing of plans for the development of the Subject Property. Estimated fees are: stormwater review shall not exceed $217.00 per hour, the traffic study shall not exceed $31,700.00. Payment of all such fees, costs and expenses for which demand has been made, but payment has not been received, by the City prior to execution of this Agreement shall be made as a condition precedent to the execution of this Agreement by the City Mayor. Further, the Developer agrees that it will continue to be liable for and to pay, immediately upon presentation of a written demand or demands therefor, such fees, costs and expenses incurred in connection with any applications, documents or proposals, whether formal or informal, of whatever kind submitted by it during the term of this Agreement in connection with the use and development of the Subject Property.. Notwithstanding any other provision of this Agreement, payment of all said fees, costs and expenses shall be a condition precedent to each and every obligation of the City under this Agreement.

Section 8. Performance Security.

A. Performance and Payment Letter of Credit or Subdivision Bond. As security to the City for the performance by the Developer of the Developer's obligations (1) to construct and complete the Public Improvements pursuant to and in accordance with this Agreement; (2) to pay listed City fees, costs and expenses, and to make all contributions and dedications, due from the Developer pursuant to this Agreement, including, without limitation, those due pursuant to Sections 6 and 7 of this Agreement; (3) to maintain and

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repair streets, sidewalks and other public property pursuant to Paragraphs 4C5 and 4C6 and Section 5 of this Agreement, (4) to restore property pursuant to Subsection 4L of this Agreement, and (5) to otherwise faithfully perform its undertakings pursuant to this Agreement, the Developer shall, deposit with the City Administrator a letter of credit or subdivision bond (the "Performance and Payment Letter of Credit"), in a total amount equal to the sum of (1) all amounts due to the City or any other governmental agency pursuant to Section 6 of this Agreement, (2) all amounts the City reasonably anticipates will become due to the City and (2) either one hundred twenty (120%) of the estimate of the cost of construction of the Public Improvements, as approved by the City (the "Approved Cost Estimate"). . The Performance and Payment Letter of Credit shall be maintained and renewed by the Developer, and shall be held in escrow by the City, until approval and, where appropriate, acceptance of all the Public Improvements by the City pursuant to Subsections 4E of this Agreement and the posting of all Guaranty Letters of Credit required by Subsection 8B below. After such acceptance and posting, the City shall release the Performance and Payment Letter of Credit.

B. Guaranty Letter of Credit or Subdivision Bond. As a condition of the City's approval and, where appropriate, acceptance of any or all of the Public Improvements pursuant to Subsections 4E of this Agreement, the Developer shall post a new letter of credit or subdivision bond in the amount of five percent (5%) of the actual total cost of such Improvements as security for the performance of the Developer's obligations under Subsection 4H and Sections 5 and 7 of this Agreement (each such letter of credit or subdivision bond shall be referred to individually as the "Guaranty Letter of Credit"). The Guaranty Letter of Credit shall be held by the City in escrow until the end of the two-year guaranty period set forth in Subsection 4I of this Agreement or until two years after the proper correction of any defect or deficiency in the Public Improvements pursuant to Subsection 4H and payment therefor, whichever occurs later. If the City is required to draw on the Guaranty Letter of Credit by reason of the Developer's failure to fulfill its obligations under Subsection

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4H or Sections 5 and 7 of this Agreement, then the Developer shall within ten (10) days thereafter cause the Guaranty Letter of Credit to be increased to its full original amount.

C. Form of Letters of Credit or Subdivision Bonds. The Performance and Payment Letter of Credit and the Guaranty Letter of Credit shall each be in a form satisfactory to the City Attorney. Every letter of credit or subdivision bond, as selected by Owners, shall be from a bank or bonding company, as applicable, acceptable to the City, which bank or bonding company shall have an office in the Chicago Metropolitan Area with any bank being insured by the Federal Deposit Insurance Corporation. For every letter of credit or subdivision bond in excess of $1,000,000, such bank or bonding company shall have capital resources of at least $50,000,000. Each letter of credit or subdivision bond shall, at a minimum, provide that **(1)** it shall expire no earlier than the later of one year following the date of its issuance or forty-five (45) days after delivery to the City, in the manner provided in Section 15 of this Agreement, of written notice that such letter of credit or subdivision bond will expire; (2) it may be drawn on based upon the City Manager's or his designee's certification that Owners have failed to fulfill any of the obligations for which the letter of credit or subdivision bond is security, as stated in Subsections 8A and 8B above as well as for the reasons stated in the final sentence of Subsection 8D below and the final sentence of Subsection 8E below; (3) it shall not require the consent of the Developer prior to any draw on it by the City; (4) it shall not be canceled without the prior written consent of the City; and (5) if at any time it will expire within forty-five (45) or any lesser number of days, and if it has not been renewed, and if any obligation of the Developer for which it is security remains uncompleted or unsatisfactory, then the City may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the letter of credit or subdivision bond and thereafter either hold all proceeds as security for the satisfactory completion of all such obligations or employ the proceeds to complete all such obligations and reimburse the City for any and all fees, costs and expenses, including legal fees and administrative costs, incurred by the City, as the City shall determine.

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The Performance and Payment Letter of Credit may provide that the aggregate amount of the letter of credit or subdivision bond may be reduced, but only upon joint written direction by the Developer and the City, to reflect a reduction in the total amount of the deposit required pursuant to Subsection 8A above as a result of payments made by the Developer in full or partial satisfaction of the Developer's obligations pursuant to Sections 6 or 7 of this Agreement, to reflect a reduction in the total amount of the deposit required pursuant to Subsection 8A above from one hundred twenty-five percent (125%) of the Approved Cost Estimate to one hundred ten percent (110%) of the amount of an executed contract or to reimburse the Developer for payment of Improvement work satisfactorily completed. No such reduction to reimburse the Developer for payment of Improvement work satisfactorily completed shall be allowed except upon presentation by the Developer of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and all such additional documentation as the City may reasonably request to demonstrate satisfactory completion of the Improvement in question and full payment of all contractors, subcontractors and material suppliers.

The Guaranty Letter of Credit shall not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under Subsection 4H or Sections 5 and 7 of this Agreement.

D. Replenishment of Letters of Credit and Subdivision Bond. If at any time the City determines that the funds remaining in the Performance and Payment Letter of Credit are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Improvements and all unpaid or reasonably anticipated City fees, costs and expenses, or that the funds remaining in the Guaranty Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements and all unpaid or reasonably anticipated City fees, costs and expenses, then, within ten (10) days following a demand by the City, the Developer shall increase the amount of the appropriate letter of credit or subdivision bond to an amount determined by the City to be sufficient to pay such unpaid fees, costs and expenses. Failure to so increase the amount of the security shall be grounds for the City to draw down the entire remaining balance of the Performance and Payment Letter of

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Credit and the Guaranty Letter of Credit and to hold and apply such funds pursuant to Subsections 4K and 4L of this Agreement.

E. Replacement of Letters of Credit. If at any time the City determines that the bank or bonding company, as the case may be, issuing either the Performance and Payment Letter of Credit or the Guaranty Letter of Credit is unable to meet any federal or state requirement for reserves, or is insolvent, or is, for any letter of credit or subdivision bond in excess of $1,000,000.00, without capital resources of at least $50,000,000.00, or is in danger of becoming any of the foregoing or is otherwise in danger of being unable or unwilling to honor such letter of credit or subdivision bond at any time during its term, or if the City otherwise reasonably deems itself to be insecure, then the City shall have the right to demand that the Developer provide a replacement letter of credit or subdivision bond from a bank or bonding company satisfactory to the City. Such replacement letter of credit or subdivision bond shall be deposited with the City not later than ten (10) days following such demand. Upon such deposit, the City shall surrender the original letter of credit or subdivision bond to the Developer. Failure to provide such a replacement letter of credit or subdivision bond shall be grounds for the City to draw down the entire remaining balance of the Performance and Payment Letter of Credit and the Guaranty Letter of Credit.

F. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Public Improvements in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Public Improvements as required by Subsection 4H of this Agreement, or fails or refuses to maintain and repair streets, sidewalks and other public property pursuant to Paragraphs 4D6 and Section 5 of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Subsection 4J of this Agreement, or fails or refuses to pay immediately any amount, or to make immediately any dedication of land, demanded by the City pursuant to Sections 6 and 7 of this Agreement or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the City may, in its discretion, draw on and retain all or any of the funds remaining in the Performance and Payment Letter of Credit and the Guaranty Letter of Credit. The City

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thereafter shall have the right to exercise its rights under Subsections 4K of this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of such failure or refusal, and to reimburse itself from the proceeds of the Performance and Payment Letter of Credit and the Guaranty Letter of Credit for all of its fees, costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the Performance and Payment Letter of Credit and the Guaranty Letter of Credit are insufficient to repay fully the City for all such fees, costs and expenses, and to maintain a cash reserve equal to the required Guaranty Letter of Credit during the entire time such Guaranty Letter of Credit should have been maintained by the Developer, then the Developer shall, upon demand of the City therefor, immediately deposit with the City such additional funds as the City determines are necessary to fully repay such fees, costs and expenses and to establish such cash reserve.

G. City Lien Rights. If any money, property or other consideration due from the Developer or the Successor Owner to the City or any other governmental agency pursuant to Sections 4, 5, 6 or 7 of this Agreement is not either recovered from the performance security deposits required in this Section 8 or paid or conveyed to the City by Developer or Successor Owner within ten (10) days after a demand for such payment or conveyance, then such money, or the City's reasonable estimate of the value of such property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses, shall become a lien upon all portions of the Subject Property in which Successor Owner retains any legal, equitable or contractual interest, and the City shall have the right to collect such amount or value, with interest and costs, including legal fees and administrative expenses, and the right to enforce such lien in the same manner as in statutory mortgage foreclosure proceedings. Such lien shall be subordinate to any first mortgage now or hereafter placed upon the Subject Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Subject Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not

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relieve the Subject Property from liability for any charges thereafter becoming due nor from the lien of any subsequent charge.

Section 9. Liability and Indemnity of City.

A. No Liability for City Review. The Successor Owner acknowledges and agrees (1) that the City is not, and shall not be, in any way liable for any violations of restrictive covenants applicable to the Subject Property that may occur, or for any damages or injuries that may be sustained, as the result of the City's review and approval of any plans for the Subject Property or the Public Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Subject Property or the Public Improvements, and (2) that the City's review and approval of any such plans and issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure Successor Owner, or any of its heirs, successors, assigns, tenants or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

B. Indemnification. The Successor Owner agrees to, and does hereby, hold harmless and indemnity the City, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (1) the City's review and approval of any plans for the Subject Property or the Public Improvements, (2) the issuance of any approval, permit, certificate or acceptance for the Subject Property or the Public Improvements, (3) the development, construction, maintenance or use of any portion of the Subject Property or the Public Improvements, (4) the violation of any restrictive covenant applicable to the Subject Property and (5) the performance by the Developer or the Successor Owner of their respective obligations under this Agreement and all related agreements and documents, except for such claims which are adjudicated as having resulted from the willful or intentional acts of the City.

C. Defense Expenses. The Successor Owner shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims mentioned in Subsection 9B above.

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Section 10. Nature, Survival and Transfer of Obligations.

(a) Upon conveyance of fee simple title to the Subject Property by the Owners to the Successor Owner, the Owners shall be released from all further obligations to the City under this Agreement and, by accepting conveyance of the Subject Property from the Owners, the Successor Owner shall be deemed to have assumed all of the obligations, and shall have all of the benefits, of the Owners under this Agreement..

(b) Upon any subsequent conveyance of the fee simple title to the Subject Property by the Successor Owner to any third party (hereafter a "Grantee") all of the rights and obligations of the Successor Owner under this Agreement shall be binding upon Grantee personally, upon any and all of Grantee's heirs, successors and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property.

(c) The Successor Owner further agrees that all payment and conveyance obligations under this Agreement, together with interest and costs of collection, including legal fees and administrative expenses, may, if not satisfied as required by this Agreement, become an enforceable lien upon the Subject Property and the City shall have the right to collect such amount or value, with interest and costs, including legal fees and administrative expenses, and the right to enforce such lien in the same manner as in statutory mortgage foreclosure proceedings. Such lien shall be subordinate to any first mortgage now or hereafter placed upon the Subject Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Subject Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Subject Property from liability for any charges thereafter becoming due nor from the lien of any subsequent charge.

(d) To ensure that the Successor Owner and all of its successors in interest have notice of this Agreement and the obligations created by it:

1. The Owners shall deposit with the City Clerk, contemporaneously with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement with the McHenry County Recorder of Deeds; and

2. Owners shall notify the City in writing within five (5) business days after the date on which the Owners transfer fee simple title to all or any portion of the Subject Property to the Successor Owner;

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3. The Successor Owner or the Developer shall notify the City in writing within five (5) business days after the date on which the Successor Owner transfers fee simple title to all or any portion of the Subject Property to a Grantee;

4. Each transferor of fee simple title to the Subject Property shall incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Subject Property to any party not a Party to this Agreement; and

5. Prior to the transfer by the Developer of its interest as the developer to any other party (a "Successor Developer"), the Developer and the Successor Developer shall execute an enforceable written agreement, in substantially the form attached hereto as Exhibit "F," under which the Successor Developer agrees to be bound by the provisions of this Agreement, and if any Performance and Payment Letter of Credit or Guaranty Letter of Credit originally deposited by the transferring Developer is then still on deposit with the City for any then incomplete Public Improvements and any completed Public Improvement which is still within the two-year guaranty period required by Section 3(H), herein, the Successor Developer shall provide the City, upon request, with substitute security reasonably acceptable to the City, whereupon the City shall release the security posted by the transferring Developer.

(e) Except as provided herein, the provisions in the immediately preceding Subsection (d) clauses shall not apply to any Grantee after which all Public Improvements have been installed and accepted by the City pursuant to Subsections 4G of this Agreement or will remain the personal obligation of the transferor. The City agrees that upon a successor becoming bound to the personal obligation created herein in the manner provided herein and providing the financial assurances if required herein, the personal liability of the Successor Owner shall be released to the extent of the transferee's assumption of such liability. The failure of a transferor (other than the Owners with respect to a conveyance to the Successor Owner) to comply with the requirements of this Section 9 shall result in Successor Owner remaining fully liable for all of Successor Owner's obligations under this Agreement but shall not relieve the transferee of its liability for all such obligations as a successor to Owner. To the extent that the two-year guaranty period set forth in Section 3H has not expired at the time of the transfer to a Grantee the transferor shall remain liable for the obligations set forth in Section 3H shall maintain the Guaranty Letter of Credit unless a substitute security reasonably acceptable to the City has been deposited with the City by such Grantee.

Section 11. No Implied Waiver of City Rights. The City shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the City, no failure

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to exercise at any time any right granted herein to the City shall be construed as a waiver of that or any other right.

Section 12. Requirements of Law. Every reference in this Agreement to Requirements of Law shall include such Requirements of Law as they have been, or as they may hereafter be, amended.

Section 13. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 14. Term. This Agreement shall be in full force and effect from and after the date of its execution and until the twentieth (20^{th}) anniversary thereof.

Section 15. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (3) on the next business day following the placement of such notice into the hands of a nationally recognized overnight delivery company (such as FedEx or UPS) .

If to the City: City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, Illinois 60014
Attention: City Manager

If to Main Street: Main Street Crossing Development, LLC
24 Grant Street
Crystal Lake, Illinois 60014
Attn: Robert C. Boncosky
Email: rcboncosky@gmail.com

If to Curran: Curran Group, Inc.
286 Memorial Court
Crystal Lake, IL 60014
Attention: Greg Preves

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Email: gpreves@currangroup.com

If to the Developer:

Seefried Industrial Properties, Inc.
8745 W. Higgins Road, Suite 220
Chicago, IL, 60631
Attn: David D. Riefe, President
Email: daveriefe@seefriedproperties.com

With an additional copy to:

Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Ave., Suite 100
Elgin, IL 60123
Attn: Peter C. Bazos
Email: pbazos@basozfreeman.com

By notice complying with the requirements of this Section 15, each Party shall have the right to change the addressee, the address of the addressee or both for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Section 16. Enforcement. The Parties hereto may, in law or in equity, by suit, action, mandamus or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that Owners and Successor Owner agree that it / they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers or attorneys thereof, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement, the prevailing Party in such judicial proceeding shall be entitled to reimbursement of all costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by the prevailing Party in connection with such judicial proceeding from the unsuccessful party.

Section 17. Authority To Execute. The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the City with respect to

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the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. The City hereby warrants and represents to Owners and the Successor Owner that the persons executing this Agreement on the City's behalf have been properly authorized to do so by the Corporate Authorities. Each of the Owners hereby warrants and represents to the City (1) that it is the record and beneficial owner of fee simple title to its respective portions of the Subject Property, (2) that no other person or entity has any legal, beneficial, contractual or security interest to its respective portions of the Subject Property, (3) that it has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth herein and to bind to its respective portions of the Subject Property as set forth herein, (4) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken by it, and (5) that neither the execution of this Agreement nor the performance of the obligations assumed by it hereunder will (i) result in a breach or default under any agreement to which it is a Party or to which its respective portions of the Subject Property is bound or (ii) violate any statute, law, restriction, court order or agreement to which it or its respective portions of the Subject Property is subject.

Section 18. Amendments and Waivers. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the Parties pursuant to all applicable statutory procedures. No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived, the circumstances giving rise to such waiver and, where applicable, the conditions and limitations on such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement**.**

Section 19. No Third Party Beneficiaries. Except for Seefried and the Successor Owner, no claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the City or Owners.

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Section 20. Exhibits. The following Exhibits "A" through and including "F" attached to, or incorporated by reference in, this Agreement are by this reference incorporated herein and made a part hereof:

Exhibit A-1	Legal Description of the Main Street Parcel
Exhibit A-2	Legal Description of Curran Parcel
Exhibit B	Plat of Annexation
Exhibit C	Annexation Ordinance
Exhibit D	Zoning Map Ordinance
Exhibit E	Schedule of Public Improvements to be Dedicated to the City
Exhibit F	Transferee Assumption Agreement

[signature pages follow]

Draft

CITY OF CRYSTAL LAKE

By _____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Kachiroubas
City Clerk

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF MCHENRY)

The foregoing instrument was acknowledged before me on _____, 2021 by Haig Haleblian, the City Mayor of the CITY OF CRYSTAL LAKE an Illinois municipal corporation, and by Nick Kachiroubas, the City Clerk of said municipal corporation.

_____
Signature of Notary

My Commission Expires:

Draft

MAIN STREET CROSSING DEVELOPMENT, LLC

By: _____
Name: Robert C. Boncosky
Title: Manager
Date: _____, 2021

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF McHenry)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, Robert C. Boncosky, personally known to me to be the Manager of Main Street Crossing Development LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Manager he signed and delivered the said instrument as their free and voluntary act and deed of said Main Street Crossing Development LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this
_____ day of _____, 2021.

_____
(SEAL)

Draft

Curran Group, Inc.

By: _____
Name: Greg Preves
Title: President
Date: _____, 2021

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF McHenry)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, Greg Preves, personally known to me to be the President of Curran Group, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President he signed and delivered the said instrument as their free and voluntary act and deed of said Curran Group, Inc, for the uses and purposes therein set forth.

Given under my hand and official seal this
_____ day of _____, 2021.

_____
(SEAL)

Draft

Seefried Industrial Properties, Inc.

By: _____
Name: _____
Title: _____
Date: December_____, 2021

ACKNOWLEDGMENTS

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, _____, personally known to me to be the _____ of Seefried Industrial Properties, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such _____ he signed and delivered the said instrument as their free and voluntary act and deed of said Seefried Industrial Properties, Inc., for the uses and purposes therein set forth.

Given under my hand and official seal this
_____ day of December _____, 2021.

_____
(SEAL

Draft

EXHIBIT A-1
LEGAL DESCRIPTION OF THE MAIN STREET PARCEL

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 21 CHAINS AND 63 LINKS SOUTH OF THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4 FOR A PLACE OF BEGINNING; THENCE EAST 39 CHAINS AND 80 LINKS TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, 22 CHAINS AND 3 LINKS SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE, 21 CHAINS AND 29 LINKS, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 39 CHAINS AND 50 LINKS TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM ALL THAT PORTION THEREOF WHICH WAS CONVEYED BY CLEM C. CRAIN AND WIFE TO THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED RECORDED IN BOOK 180, PAGE 11, ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING NORTHWESTERLY OF THE PIECE SO CONVEYED; ALSO EXCEPTING THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 4 AND RUNNING THENCE NORTH ALONG THE WEST LINE THEREOF, 427.25 FEET FOR A PLACE OF BEGINNING; THENCE EAST ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 45 MINUTES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 995.3 FEET; THENCE NORTH ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 58 MINUTES WITH THE LAST DESCRIBED COURSE AS MEASURED FROM WEST TO NORTH, 953.0 FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES, 44 MINUTES WITH THE LAST DESCRIBED COURSE, AS MEASURED FROM SOUTH TO WEST, 527.6 FEET TO THE SOUTHEASTERLY. RIGHT OF WAY LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1765.5 FEET, A DISTANCE OF 126.95 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1885 FEET, A DISTANCE OF 876.21 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, 84.93 FEET TO THE PLACE OF BEGINNING, ALSO, EXCEPTING THEREFROM THAT PART BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CIRCLE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUSP; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST ALONG THE

SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 650.19 TO THE PLACE OF BEGINNING), IN MCHENRY COUNTY, ILLINOIS.

Permanent Index Numbers : 19-04-152-003 and 19-04-176-003
Owner: Main Street Crossing Development, LLC, an Illinois limited liability company

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EXHIBIT A-2
LEGAL DESCRIPTION OF CURRAN PARCEL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CIRCLE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUSP; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 650.19 TO THE POINT OF BEGINNING, IN THE COUNTY OF MCHENRY, STATE OF ILLINOIS.

Permanent Index Numbers: 19-04-152-004 and 19-04-176-004

Owner: Curran Group, Inc., a Delaware corporation

Draft

EXHIBIT B
PLAT OF ANNEXATION

Draft

EXHIBIT C
ANNEXATION ORDINANCE

Draft

EXHIBIT D
ZONING MAP ORDINANCE

Draft

EXHIBIT E
SCHEDULE OF PUBLIC IMPROVEMENTS TO BE DEDICATED TO THE CITY

Draft

EXHIBIT "F"

TRANSFEREE (SUCCESSOR DEVELOPER) ASSUMPTION AGREEMENT

THIS TRANSFEREE ASSUMPTION AGREEMENT ("Agreement") is made as of this day of _____, 202___, by, between and among _____ ("Transferor"), _____ ("Transferee"), and the CITY OF CRYSTAL LAKE, ILLINOIS, an Illinois municipal corporation ("City").

RECITALS:

WHEREAS, under that certain Annexation Agreement dated December 21, 2021 (the Annexation Agreement", the terms and provisions of which are incorporated herein by reference) among _____ (individually or collectively, the "Owner"), the City, and the Transferor,, as "Developer", has various obligations with respect to the construction of certain Public Improvements (the "Developer Obligations"); and

WHEREAS, the Annexation Agreement pertains to certain real property situated in McHenry County, Illinois and legally described in Exhibit "1" attached hereto and by this reference incorporated herein and made a part hereof ("Subject Property"); and

WHEREAS, the Transferor now proposes to transfer and assign its rights and obligations as "Developer" under the Annexation Agreement to Transferee, with the knowledge and consent of the Owner; and

WHEREAS, following the aforesaid Transfer, the Transferee will be the Successor Developer as defined in the Annexation Agreement; and

NOW, THEREFORE, in consideration of the agreement of the Transferor making the Transfer to the Transferee and of the City agreeing to accept the Transfer of obligations as provided herein and to grant the release granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the City, the Owner and the Transferee as follows:

1. Recitals. The foregoing Recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and unfulfilled obligations of the Transferor under the Annexation Agreement, including all exhibits and attachments thereto.

3. Assurances of Financial Ability. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the City Administrator the Performance and Payment Letter of Credit required by Section 8 of the Annexation Agreement (the "Substitute Security"), if any. Upon receipt of same, the City shall deposit the Substitute Security with the City Administrator, and shall surrender and release for cancellation the original Performance and Payment Letter of Credit to the Transferor.

4. Payment of City Fees and Costs. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Annexation Agreement or by applicable City codes, ordinances, resolutions, rules or regulations, the Transferee shall pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. Acknowledgment and Release of Transferor. The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Annexation Agreement, including all exhibits and attachments thereto, and the City hereby releases the Transferor from any personal liability for failure to comply with the terms, requirements and obligations of the Annexation Agreement first occurring from and after the date of the T.

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

CITY OF CRYSTAL LAKE

ATTEST

By: _____

By _____
Haig Haleblian, Mayor

\

_____

[TRANSFEROR]

ATTEST:

By: _____

By:_____

Name: _____

Name: _____

Title: _____

Title: _____

[TRANSFEREE]

ATTEST:

By:_____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Draft

Exhibit 1
Legal description

LEGAL DESCRIPTION OF THE MAIN STREET PARCEL

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 21 CHAINS AND 63 LINKS SOUTH OF THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4 FOR A PLACE OF BEGINNING; THENCE EAST 39 CHAINS AND 80 LINKS TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, 22 CHAINS AND 3 LINKS SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE, 21 CHAINS AND 29 LINKS, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 39 CHAINS AND 50 LINKS TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM ALL THAT PORTION THEREOF WHICH WAS CONVEYED BY CLEM C. CRAIN AND WIFE TO THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED RECORDED IN BOOK 180, PAGE 11, ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING NORTHWESTERLY OF THE PIECE SO CONVEYED; ALSO EXCEPTING THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 4 AND RUNNING THENCE NORTH ALONG THE WEST LINE THEREOF, 427.25 FEET FOR A PLACE OF BEGINNING; THENCE EAST ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 45 MINUTES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 995.3 FEET; THENCE NORTH ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 58 MINUTES WITH THE LAST DESCRIBED COURSE AS MEASURED FROM WEST TO NORTH, 953.0 FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES, 44 MINUTES WITH THE LAST DESCRIBED COURSE, AS MEASURED FROM SOUTH TO WEST, 527.6 FEET TO THE SOUTHEASTERLY. RIGHT OF WAY LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1765.5 FEET, A DISTANCE OF 126.95 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1885 FEET, A DISTANCE OF 876.21 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, 84.93 FEET TO THE PLACE OF BEGINNING, ALSO, EXCEPTING THEREFROM THAT PART BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CIRCLE,

BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUSP; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 650.19 TO THE PLACE OF BEGINNING), IN MCHENRY COUNTY, ILLINOIS.

Permanent Index Numbers : 19-04-152-003 and 19-04-176-003
Owner: Main Street Crossing Development, LLC, an Illinois limited liability company

LEGAL DESCRIPTION OF CURRAN PARCEL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CIRCLE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUSP; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 650.19 TO THE POINT OF BEGINNING, IN THE COUNTY OF MCHENRY, STATE OF ILLINOIS.

Permanent Index Numbers: 19-04-152-004 and 19-04-176-004

Owner: Curran Group, Inc., a Delaware corporation

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#2021-192
275 S. Main Street – Rezoning upon Annexation to M PUD, Preliminary/Final Planned Unit Development, Preliminary/Final Plat of Subdivision
Project Review for Planning and Zoning Commission

Meeting Date: December 1, 2021

Requests:
1. Rezoning upon Annexation to M PUD Manufacturing
2. Preliminary and Final Planned Unit Development to allow a new warehouse
3. Preliminary and Final Plat of Subdivision to create a two lot subdivision.

Location: 275 South Main Street

Acreage: Approximately 63 acres

Existing Zoning: M Manufacturing and I-1 Light Industrial McHenry County

Surrounding Properties:
North: M Manufacturing and E Estate, City Owned brush dump
South: B-2 PUD General Commercial and M PUD Manufacturing
East: M Manufacturing
West: M Manufacturing

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The site is currently vacant with a portion in the City and a portion under McHenry County's jurisdiction. The entire site would be developed in the City.
- The site is north of the Crystal Lake Business Center business park and ties into Exchange Drive adjacent to several other industrial properties.

Land Use Analysis:

ZONING

- The western portion of the site is currently zoned M Manufacturing and connects to Main Street. The eastern portion of the site has not been annexed and is zoned I-1 Light Industrial by McHenry County and connects to Exchange Drive. The proposed zoning district would be M-PUD Manufacturing Planned Unit Development, which is the most appropriate zoning for this use.
- The Comprehensive Land Use Plan designates this area as Industry. The proposed warehouse and distribution center use fits in the Industry land use designation.

SITE PLAN

- Access into and through the site is provided via Exchange Drive, which is being extended to Main Street.
- The total site is approximately 63 acres. The majority of the site will be utilized as a parking area for employee vehicles and work vehicles used during the day.
- The building and activity areas are setback from property lines to reduce noise and impacts on the surrounding properties.
- Exchange Drive will be constructed as a City street.
- The site meets all setbacks and impervious coverage requirements. The parking lots are setback at least 100 feet from property lines and the building is over 250 feet from the nearest property line.

TRAFFIC STUDY

- A traffic study was completed by Sam Schwartz. This traffic study analyzed the existing traffic and was adjusted to accommodate the Metra traffic pre-COVID.
- It projected future no build and build options and based on those options created recommendations for improvements to the City's roadway network.
- Recommendations include:
    - Installation of a northbound right turn lane into the site from Main Street.
    - Dedication of right-of-way on Main Street.
    - Construction of Exchange Drive to City street standards including a sidewalk on both sides of the road.
    - Various upgrades to minor legs/side streets and the Commonwealth Drive intersection.
    - The proposed use will increase the average volume of traffic at the Exchange Drive and Congress Parkway intersection by 12.5%. Similar to other projects in the City, it is recommended that the petitioner contribute 12.5% of the cost of the scheduled intersection improvement (roundabout installation).

STORMWATER

- Stormwater is accommodated through two basins, which are connected.
- Pond 1 is adjacent to Main Street and will retain the majority of water from the site.
- Pond 2, located in the southeast corner, collects the remaining portion of the site. This pond is connected to Pond 1 via a storm sewer line.
- Both ponds are planted with native plantings that can survive water retention in the bottom of the basin with trees and shrubs on the top of the slopes.

PARKING

- The UDO requires parking for the employees and the vehicles used during business hours.
- The site provides 1,434 spaces which exceeds the UDO requirements.

ELEVATIONS

- The building is constructed of tilt up concrete paneling.
- Decorative scoring, faux windows and blue banding around the canopy and the top of the building has been added to help break up the facade.
- The employee entrance doors are articulated with a projecting entry feature painted the same blue as the top banding.
- Staff has reviewed the elevations based on the criteria listed in the Design Standards. Industrial properties are required to meet 3 of the 6 optional standards. The project meets 3 of the 6 criteria. The elevations meet:
    - Building Materials
    - Building Colors
    - Entrance Design

LANDSCAPE PLAN

- There are some existing trees on the property, primarily around the perimeter of the site. 274.4 inches of trees would be removed, which equates to 110 new 2.5" trees to be planted.
- The extension of Exchange Drive will have street trees planted on both sides. These street trees will create a pleasurable drive through the development and help provide screening from outside the site.
- The perimeter of the site and throughout the parking area will be a combination of trees, shrubs, flowers, and grasses.

SIGNAGE

- The building is permitted 150 square feet of wall signage.
- The illustrated wall signage equals 88.8 square feet.
- There are several monument signs proposed. The monument signs are also used for way-finding signage. The sign is 5 feet high and 25 square feet in sign area. A variation has been requested as part of the PUD for the multiple monument signs.

Findings of fact:

REZONING

- The property is currently zoned M Manufacturing and I-1 Light Industrial in McHenry County.
- Upon Annexation the property would be rezoned to M PUD Manufacturing Planned Unit Development. The Manufacturing zoning criteria are:
    - ✓ General: This district is the primary heavy industrial district, serving uses that are visually obtrusive, generate nuisances such as noise and odors, or have excessive exterior operations or storage of equipment and materials.

- ✓ Character: This district is characterized by large-scale buildings, exterior storage of materials, and/or exposed equipment. Landscape buffers, architectural and design controls are required to mitigate impacts on the City's visual character.
- ✓ Uses: This district is intended to provide for heavy industrial uses with high nuisance potential.

Criteria for Rezoning:

(a) The existing uses and zoning of nearby property.
☒ *Meets* ☐ *Does not meet*

(b) The extent to which property values are diminished by a particular zoning classification or restriction.
☒ *Meets* ☐ *Does not meet*

(c) The extent to which the destruction of property value of a petitioner property owner promotes the health, safety, morals or general welfare of the public.
☒ *Meets* ☐ *Does not meet*

(d) The relative gain to the public as opposed to the hardship imposed on a petitioning property owner.
☒ *Meets* ☐ *Does not meet*

(e) The suitability of the subject property for its zoned purposes.
☒ *Meets* ☐ *Does not meet*

(f) The length of time the property has been vacant as zoned, considered in the context of land development in the area.
☒ *Meets* ☐ *Does not meet*

(g) The Comprehensive Plan designation and the current applicability of that designation.
☒ *Meets* ☐ *Does not meet*

(h) The evidence or lack of evidence, of community need for the use proposed.
☒ *Meets* ☐ *Does not meet*

PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT

The petitioner is requesting approval of a Preliminary/Final Planned Unit Development to allow the construction of a warehouse and distribution center with a variation for the number of monument signs. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

Section 2-400 B General Standards for all special uses in the Unified Ordinance establishes standards for all special uses in Crystal Lake. Briefly, the criteria are as follows:

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.

☒ *Meets* ☐ *Does not meet*

2. The use will not be detrimental to area property values.
   ☒ *Meets* ☐ *Does not meet*

3. The use will comply with the zoning districts regulations.
   ☒ *Meets* ☐ *Does not meet*

4. The use will not negatively impact traffic circulation.
   ☒ *Meets* ☐ *Does not meet*

5. The use will not negatively impact public utilities or municipal service delivery systems. If required, the use will contribute financially to the upgrading of public utilities and municipal service delivery systems.
   ☒ *Meets* ☐ *Does not meet*

6. The use will not negatively impact the environment or be unsightly.
   ☒ *Meets* ☐ *Does not meet*

7. The use, where possible will preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standards.
   ☒ *Meets* ☐ *Does not meet*

8. The use will meet requirements of all regulating governmental agencies.
   ☒ *Meets* ☐ *Does not meet*

9. The use will conform to any conditions approved as part of the issued Special Use Permit.
   ☒ *Meets* ☐ *Does not meet*

10. The use will conform to the regulations established for specific special uses, where applicable.
    ☒ *Meets* ☐ *Does not meet*

In addition PUDs must also meet the standards in Section 4-500 C. Development Standards and 4-500 D. 1 Additional standards for Planned Unit Developments Commercial PUDs.

1. Implements the vision and land use policies of the Comprehensive Plan.
   ☒ Meets ☐ Does not meet

2. Shall not result in substantial adverse effect on adjacent property, natural resources, infrastructure, public sites or other matter of public health, safety and welfare.
   ☒ Meets ☐ Does not meet

3. PUDs must provide transitional uses to blend with adjacent development.
   ☒ Meets ☐ Does not meet

4. PUD phases must be logically sequenced.
   ☒ Meets ☐ Does not meet

5. The density and intensity of a PUD shall be in accordance with the Comprehensive Plan.
   ☒ Meets ☐ Does not meet

6. All dimensional standards shall be listed within the PUD plan if they do not meet the Ordinance minimum standards.
   ☒ Meets ☐ Does not meet

7. The responsible parties for all on-site and other required public improvements shall be established and a utility plan indicating all proposed easements shall be provided.
   ☒ Meets ☐ Does not meet

8. Any private infrastructure shall comply with the city standards.
   ☒ Meets ☐ Does not meet

9. The PUD plan shall establish the responsibility of the applicant/developer.
   ☒ Meets ☐ Does not meet

10. A bond or letter of credit shall be posted to cover required fees or public improvements.
    ☒ Meets ☐ Does not meet

PLANNED UNIT DEVELOPMENT VARIATIONS
The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal. This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements which may otherwise require individual requests and applications for zoning variations.

Ideally, this flexibility results in a development that is better planned, contains more amenities, and is ultimately more desirable than one that would have been produced through compliance with typical zoning ordinance and subdivision controls.

Therefore more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. Although a formal variation request is not required to be made in conjunction with a Planned Unit Development, Staff identifies those aspects of the Planned Unit Development which effectively result in variations from UDO requirements. If the evidence is not found to justify these variations from the UDO that fact shall be reported to the City Council with a recommendation that the variations from the UDO which are proposed as part of the Planned Development be lessened or denied.

The Planned Unit Development proposed by the Petitioner includes the following variations from the UDO:

1) Article 4-1000 Signs. Industrial properties are permitted one monument sign. Due to the scale of the site and the fact that the sign is also used as way-finding sign, several signs are proposed. The total number cannot exceed four monument signs at 5 feet high and 25 square feet.

FINAL PLAT OF SUBDIVISION

The petitioner is requesting Final Plat of Subdivision approval for a subdivision with two outlots and right-of-way dedication for Exchange Drive and Main Street. Final Plats are required to meet the following requirements:

a) Promote the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the City by providing for the orderly growth and development of the City;
☒ *Meets* ☐ *Does not meet*

b) Coordinating streets and roads within proposed subdivisions with the City's planned street system, and with other public facilities;
☒ *Meets* ☐ *Does not meet*

c) Providing right-of-way easements for streets and utilities;
☒ *Meets* ☐ *Does not meet*

d) Avoiding congestion and overcrowding, and encouraging the proper arrangement of streets in relation to existing or planned streets;
☒ *Meets* ☐ *Does not meet*

e) Ensuring there is adequate open space and recreation facilities to serve development;
☒ *Meets* ☐ *Does not meet*

f) Ensuring there is proper recordation of landownership records;
☒ *Meets* ☐ *Does not meet*

g) Installation of any public improvements including water, sewer, storm sewer or detention, parkway trees, and sidewalks;
☒ *Meets* ☐ *Does not meet*

h) Burial of overhead utility lines and all new lines and services in appropriate easements; and
☒ *Meets* ☐ *Does not meet*

i) Ensuring the provision of such other matters as the City Council may deem necessary in order to protect the general health, safety, and welfare of the City
☒ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Summary Review:

The Comprehensive Plan designates the subject property as Industry, which allows for existing and future industrial business uses. The following goal is applicable to this request:

Land Use – Industry

Goal: Support manufacturing uses within the community which contribute to the regional and local economy and Crystal Lake's live, work, play philosophy.

This can be accomplished with the following supporting actions:

Supporting Action: Expand and attract manufacturing users which provide jobs, services, and products strengthening the City's economy.

Success Indicator: The number of new manufacturing company occupancies.
Success Indicator: The number of properties zoned manufacturing as reviewed annually.

Economic Development – Increase the Number of Jobs

Goal: Reduce barriers and create incentives for the development of projects which will increase the number of construction related jobs.

This can be accomplished with the following supporting actions:

Supporting Action: Focus economic development efforts on growth sectors including green-collar, bio-tech and health sciences, retail and food production, and distribution.

Success Indicator: The number of new occupancies for "green" technology, bio-technology, health sciences, and food production and distribution businesses.

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made it should be with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (GW Properties, received 05/18/21)
   B. Site Plan (Kimley Horn, dated 10/13/21, received 10/20/21)
   C. Landscape Plan (Kimley Horn, dated 10/13/21, received 10/20/21)
   D. Elevations and Signage (Progressive ae, dated 10/15/21, received 10/20/21)
   E. Plat of Subdivision (Compass Surveying LTD, dated 09/30/21, received 10/20/21)
   F. Plat of Survey (Compass Surveying LTD, dated 08/25/21, received 10/20/21)
   G. Plat of Annexation (Compass Surveying LTD, dated 08/25/21, received 10/20/21)
   H. Preliminary Drainage Report (Kimley-Horn, dated October 15, 2021, received 10/20/21)
   I. Traffic Impact Study (Sam Schwartz, dated November 19, 2021, received 11/19/21)

2. Final Plat of Subdivision
   A. All municipal utilities are required to be in a Municipal Utility Easement (MUE). Work with staff to provide a plat of easement.

3. Landscape Plan
   A. As part of the building permit submittal, provide a final landscape plan indicating the species and size of all plantings.
   B. Provide additional tree plantings at the northeast corner of the property to help screen the building from the residential properties across the railroad tracks.

4. Provide a lighting plan that complies with the UDO exterior lighting standards.

5. Traffic Study: Based on the assumptions and analyses detailed in the report, the following recommendations should be implemented as part of the proposed development project:

   A. The extension of Exchange Drive through the site should provide a single travel lane in each direction. A 30 MPH speed limit should be posted in the east- and westbound directions, particularly near the new intersection with Main Street.

   B. On Commonwealth Drive between Exchange Drive and Congress Parkway, 30 MPH signage should be posted to reinforce City code.

   C. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Congress Parkway and Exchange Drive traffic circle (12.5% estimated at $80,000) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated November 19, 2021 by Sam Schwartz.

   D. The petitioner shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be calculated once final cost estimates have been provided based on the recommendation of the City's traffic engineering consultant as approved by the City's Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the petitioner executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or petitioner's successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived.

   E. Sidewalks must be constructed on both sides of the extension of Exchange Drive between its current western terminus and the new intersection with Commonwealth Drive. The existing sidewalk on the east side of Commonwealth Drive north of Congress Parkway should be extended to meet Exchange Drive, including a striped crosswalk across the east leg of the Exchange Drive/Commonwealth Drive intersection. Because the sidewalk along the north side of Exchange Drive east of the site is not currently complete, the developer should also coordinate with the City to

identify an appropriate location for a striped crosswalk across Exchange Drive at Access 2 or Access 3 (near the Associates parking lot and building entrances) to connect building employees to the complete sidewalk on the south side of the street.

F. Dedication of 34.92 feet of right-of-way along Main Street.

G. At Main Street/Exchange Drive:
   a. Provide a dedicated northbound right-turn lane with channelization.
   b. Provide a single westbound lane for left- and right-turn maneuvers.
   c. Post minor-leg stop control for westbound traffic.
   d. Post No Left Turn (R3-2) signage for southbound traffic in accordance with MUTCD standards.

H. At Exchange Drive/Commonwealth Drive:
   a. Provide separate left- and right-turn lanes on the northbound approach.
   b. Post minor-leg stop control for northbound Commonwealth Drive.

I. Post minor-leg stop control at all site access driveways to Exchange Drive.

6. Provide final detailed engineering plans for review.

7. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue, and Public Works Departments, as well as the City's Stormwater Consultant and the final approved Traffic Study.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Project Cooper

Action Requested

- [X] **Annexation** 19-04-152-003 and 19-04-176-003 only
- [ ] **Comprehensive Plan Amendment**
- [ ] **Conceptual PUD Review**
- [X] **Final PUD**
- [ ] **Final PUD Amendment**
- [X] **Final Plat of Subdivision**
- [X] **Preliminary PUD**
- [X] **Preliminary Plat of Subdivision**
- [X] **Rezoning** to M1 PUD
- [ ] **Special Use Permit**
- [ ] **Variation**
- [ ] **Other**

Petitioner Information

Name: Seefried Industrial Properties, Inc.

Address: 8745 W. Higgins Rd., Chicago IL 60631 ~~60632~~

Attn: David Riefe, Sr. VP.

Phone: (847) 298-1122

Fax: _____

E-mail: daveriefe@seefriedproperties.com

Owner Information (if different)

Name: Please see the attached Exhibit A

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Property Information

Project Description: Proposed warehousing and distribution center with outdoor loading and parking of commerical vehicles.

Project Address/Location: Approximately 62 acres generally located northeast of South Main Street and Congress Parkway, Crystal Lake, Illinois 60012

PIN Number(s): 19-04-152-003; 19-04-152-004; 19-04-176-003; and 19-04-176-004

Development Team

Please include address, phone, fax and e-mail

Developer: Seefried Industrial Properties Inc., David D. Riefe, Sr VP-Midwest 845 W Higgins, Chicago IL 60631; 847-298-1122; daveriefe@seefriedproperties.com

Architect: Kevin Jacot, Progressive AE, 1811 4 Mile Rd., NE, Grand Rapids, MI 49525 616-361-2604; jacotk@progressiveAE.com

Attorney: Peter C. Bazos, Esq., 1250 Larkin Ave., Suite 100, Elgin, IL 60123, (847) 841-2024, pbazos@bazosfreeman.com

Engineer: Jared Kenyon, Kimley-Horn; 4201 Winfield Rd., #600, Warrenville IL 60555 630-487-5550; jared.kenyon@kimley-horn.com

Landscape Architect: Same as Engineer

Planner: Same as Architect

Surveyor: Helen Belgio, Compass Surveying; 2631 Gingerwoods Pkwy #100 Aurora IL 60502 630-820-9100; hbelgio@clsurveying.com

Other:

Seefried Industrial Properties, Inc.

By: _____ October 18, 2021

PETITIONER: David D. Riefe, Sr. VP - Midwest **Date**

As owner of the property in question, I hereby authorize the seeking of the above requested action.

By: _____ October 18, 2021

OWNER: Print and Sign name Michael J. Curran, President Curran Group, Inc. **Date**

NOTE: If the property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.

SEEFRIED PROPERTIES EXHIBIT A

OWNERSHIP INFORMATION

Parcels 19-04-152-003 and 19-04-176-003 are owned by:

Main Street Crossing Development, LLC, an Illinois limited liability company
Attn: Robert C. Boncosky
24 Grant Street
Crystal Lake, Illinois 60014
rcboncosky@gmail.com

Parcels 19-04-152-004 and 19-04-176-004 are owned by:

The Curran Group, Inc., a Delaware Corporation
Attn: Greg Preves
286 Memorial Court
Crystal Lake, Illinois 60014
Gpreves@currangroup.com

Development Team — Please include address, phone, fax and e-mail

Developer: Seefried Industrial Properties Inc., David D. Riefe, Sr VP-Midwest
845 W Higgins, Chicago IL 60631; 847-298-1122; daveriefe@seefriedproperties.com

Architect: Kevin Jacot, Progressive AE, 1811 4 Mile Rd., NE, Grand Rapids, MI 49525
616-361-2664; jacotk@progressiveAE.com

Attorney: Peter C. Bazos, Esq., 1250 Larkin Ave., Suite 100, Elgin, IL 60123, (847) 841-2024, pbazos@bazosfreeman.com

Engineer: Jared Kenyon, Kimley-Horn; 4201 Winfield Rd., #600, Warrenville IL 60555
630-487-5550; jared.kenyon@kimley-horn.com

Landscape Architect: Same as Engineer

Planner: Same as Architect

Surveyor: Helen Belgio, Compass Surveying; 2631 Gingerwoods Pkwy #100 Aurora IL 60502
630-820-9100; hbelgio@clsurveying.com

Other:

Seefried Industrial Properties, Inc.

By: _____ October 18, 2021

PETITIONER: David D. Riefe, Sr. VP - Midwest — **Date**

Main Street Crossing Development, LLC

As owner of the property in question, I hereby authorize the seeking of the above requested action.

By: Robert C Boncosky

OWNER: Print and Sign name Robert C. Boncosky, Manager of Boncross Management, LLC, its Manager — **Date** 10/18/21

NOTE: If the property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.

SEEFRIED PROPERTIES EXHIBIT A

OWNERSHIP INFORMATION

Parcels 19-04-152-003 and 19-04-176-003 are owned by:

Main Street Crossing Development, LLC, an Illinois limited liability company
Attn: Robert C. Boncosky
24 Grant Street
Crystal Lake, Illinois 60014
rcboncosky@gmail.com

Parcels 19-04-152-004 and 19-04-176-004 are owned by:

The Curran Group, Inc., a Delaware Corporation
Attn: Greg Preves
286 Memorial Court
Crystal Lake, Illinois 60014
Gpreves@currangroup.com

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, DECEMBER 1, 2021
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:01 p.m.

Mr. Greenman called the meeting to order. On roll call, members Gronow, Jouron, Repholz, Skluzacek, Teetsov, and Greenman were present. Member Atkinson was absent.

Kathryn Cowlin, Director of Community Development, Michael Magnuson, Director of Public Works and Engineer, Katie Rivard, Assistant City Planner and Abigail Wilgreen, City Engineer, were present from Staff.

Mr. Greenman said this meeting is being recorded for broadcast and future playback on the City's cable channel. He led the group in the Pledge of Allegiance.

APPROVE MINUTES OF THE NOVEMBER 17, 2021 PLANNING AND ZONING COMMISSION MEETING

Mr. Jouron moved to approve the minutes from the November 17, 2021 regular Planning and Zoning Commission meeting as presented. Mr. Skluzacek seconded the motion. On roll call, members Gronow, Jouron, Repholz, Teetsov, Skluzacek and Greenman voted aye. Motion passed.

2021-192 WAREHOUSE – 275 SOUTH MAIN STREET – REZONING, FINAL PLAT, AND FINAL PLANNED UNIT DEVELOPMENT – PUBLIC HEARING

Rezoning upon Annexation to M PUD Manufacturing, Preliminary and Final Planned Unit Development to allow a new warehouse, and Preliminary and Final Plat of Subdivision to create a two lot subdivision.

David Riefe, Senior Vice President of Seefried Industrial Properties (Developer); Peter Bazos, Zoning Attorney with Bazos, Freeman, Schuster & Pope, LLC; Dan Hill, Architect with Progressive AE; Jared Kenyon, Civil Engineer with Kimley-Horn Associates, Inc.; Chris Silis, Senior Program Manager, Real Estate at Amazon; and, Sara Disney Haufe, Traffic Engineer with Sam Schwartz were present to represent the request.

Mr. Riefe stated Seefried Properties is under contract to purchase the property. The intent is to development a warehouse use. Seefried is currently in the feasibility stage. Mr. Riefe provided an overview of Seefried. Seefried is headquartered in Atlanta, Georgia, but have locations in various cities and states, including Chicago. Seefried has 37 years of experience and 25 years of experience in the Chicago area. Mr. Riefe showed pictures of past projects in the Chicago area. He noted this is Seefried's first project in Crystal Lake.

Mr. Bazos provided an overview of the site. He noted the property is a 63-acre site, with the westerly 21 acres within City boundaries and the easterly 42 acres in unincorporated McHenry County. The westerly portion is zoned M Manufacturing, and they are seeking an M PUD zoning classification. Mr. Bazos referenced the Comprehensive Plan, and that it indicates industry for this site. He spoke to the UDO's signage standards and that only one monument sign is permitted. They are seeking an additional monument sign, as well as, wayfinding signage. He spoke to the requested subdivision and extension of Exchange Drive.

Mr. Kenyon provided information related to the roadway extension of Exchange Drive. He referenced the site plan and indicated which parking spaces would be allocated for associates, deliveries trucks, etc. He further spoke to the circulation and access points within the site. He stated the two detention basins are connected.

Mr. Hill reviewed the proposed elevations for the building, noting that the east and west elevations have a canopy for the van loading areas. The main entrance is on the south façade near the associates' parking lot. The building will be constructed of concrete panels, painted and have accents of metal along canopies and the entrance.

Mr. Silis stated the tenant will be Amazon. He spoke to the tenant operation plan. He stated there will be approximately 199 associates per day with shifts starting between 2:00 am to 2:00 pm; 21 line haul trucks from 10:00 pm to 8:00 am; and 230 delivery associates and vans daily with delivery associates arriving at 9:20 am and departing between 9:50 am to 11:10 am and returning between 7:10 pm to 9:10 pm. Vans do not rotate in and out, they only come and go once. He spoke to the number of associates (230) and drivers (260), with pay starting at $18-$22/hour.

Ms. Disney Haufe provided a brief overview of the traffic report. She indicated they looked at the existing traffic conditions, future traffic without the development, how much traffic will the development add, future traffic with development, and the conclusions and recommendations. She indicated they selected several intersections to analyze traffic. She noted peak hours are typically 8:00-9:00 am for mornings, and 4:30-5:30 pm for evenings, Monday through Friday. She further noted the peak hours of the development being 9:30-10:30 am for mornings, and 7:30-8:30 pm for evenings. She stated that adjustments were made because of COVID-19 and Metra. She noted they were extra conservative and analyzed pre-pandemic numbers when traffic counts were greater. She explained the Institute of Transportation Engineers (ITE) Trip Generation guide and how it was utilized for development. She provided a summary of the existing level of service for the intersections of Main Street and Congress Avenue and Main Street and Northwest Highway, and the level of service with the development.

Ms. Abigail Wilgreen, City Engineer for the City of Crystal Lake, referenced the aerial map of the development site and surrounding areas. She noted the recommendations, which included separate left and right turn lanes for northbound on Main Street, restricting vehicles from making a left turn on Exchange Drive when driving southbound on Main Street, the extensions of Exchange Drive and Commonwealth

Drive, striped crosswalks, contribution to the proposed roundabout at Congress Parkway and Exchange Drive, and right-of-way dedication on the east side of Main Street.

Staff presented the information on the request. Ms. Cowlin provided a brief overview of the proposed development. She noted the surrounding uses and zoning classifications. She noted the design standards meet the UDO standards, and the number of parking spaces proposed exceeds the UDO standards. She further spoke to the landscape plan. She noted the request is compliant with the 2030 Comprehensive Plan. She requested an additional recommendation be considered for the deferral of the burial of overhead utilities and for the addition of sidewalk along Main Street until such time that there is an area wide program.

The Chairman opened the public hearing. There was no one in the public wishing to speak on the agenda item. The public hearing was closed.

Mr. Skluzacek referenced the traffic report and sought clarification on the ingress/egress out of Exchange Drive onto Main Street. He asked where the boundary lines were for the subdivision. Mr. Riefe referenced to the Subdivision Plat.

Ms. Repholz asked from where the trucks would be traveling. Ms. Disney Haufe noted the vast majority are delivery trucks and passenger vehicles. This location would only have 25 larger trucks. Ms. Repholz asked if the City completed a sound study. Ms. Cowlin responded the City does not do them for this type of use, but they would do one for sensitive areas. Ms. Repholz asked if the trucks would be coming through downtown Crystal Lake. Ms. Disney Haufe stated they do not expect any trucks north on Main Street due to truck restrictions.

Mr. Jouron asked where the vans are loaded. Mr. Silis responded that they will be loaded/unloaded under the canopy. Mr. Jouron asked if they will have truck idling or mitigate sound if needed. Mr. Riefe responded that if it becomes an issue, they will take measures to correct it. Mr. Jouron stated it was wonderful there would be no traffic signals.

Mr. Gronow asked about the trucks coming south on Exchange. Ms. Wilgreen noted the future roundabout at Congress and Exchange. Mr. Gronow asked if trucks would be able to maneuver the site. Ms. Wilgreen noted that 65% of trucks will use Exchange Drive, 10 % will use Pingree Road, 25% at Northwest Highway. Mr. Gronow asked for clarification on the number of trips generated per day. Ms. Disney Haufe stated there will be 1,716 trips generated per day, per the information provided by the petitioner. Mr. Gronow reiterated that vans will be in and out of the site once daily. Mr. Riefe confirmed. Mr. Gronow referenced another Amazon location. Mr. Silis indicated he did not the specifics of that location, but anticipated they were likely very similar.

Mr. Jouron asked about the length of the line haul trucks. Mr. Silis responded the trailer portion is approximately 51 feet, for an overall length of 65 feet.

Ms. Teetsov asked if it is anticipated that Exchange Drive will become another cut-through. Ms. Disney Haufe responded the route will not be as direct based on its curvature. Ms. Teetsov noted her concerns related to safety along Congress Parkway. Ms. Wilgreen stated there will be another roundabout at Congress Parkway and Federal Drive that will help turning traffic and cause vehicles to slow down.

Mr. Greenman stated he is excited for manufacturing at this location. He stated the petition met the Findings of Fact. Mr. Greenman asked about the distance the vans traveled. Mr. Silis responded deliveries are typically made within 15 miles, or about 40 minutes. Mr. Greenman asked if there were any impervious surface concerns. Ms. Cowlin stated there were not. Mr. Kenyon stated the stormwater is accounted for and will meet the ordinance. Mr. Greenman suggested that semi-truck traffic to be cut-off earlier than 8:00 AM due to the Pingree Metra Station traffic. Mr. Silis stated that controlling the flow timeline is difficult, but most deliveries are done before 4:00 am. Mr. Greenman further suggested deliveries are cut-off between 5:30 am and 7:00 am. He noted his concerns with adding trucks to the existing commuter traffic. Ms. Disney Haufe stated the number of trucks going that direction will be negligible. Mr. Greenman expressed concerns with the left turn onto Main Street. Ms. Disney Haufe explained the left turn lane alleviates concerns with vehicles backing up at Congress Parkway and Main Street. Mr. Greenman expressed concerns with 40 mph on Main Street and asked if there were additional mitigations that can be provided. Ms. Disney Haufe noted the COVID-19 adjustments and the highly conservative traffic study. She stated they will look into additional traffic calming measures throughout the site. Ms. Wilgreen suggested various solutions such as a speed table, narrowing Commonwealth Drive and flashing speed limit signs if an issue is observed.

Ms. Repholz referenced Willow Church and their use of police officers to allow vehicles to turn left onto Main Street. Ms. Wilgreen stated that Staff worked with the Church; and, unlike this use, the Church has a concentrated amount of vehicles at one time. She stated that drivers will acclimate to the area, and the left turn lane will alleviate the potential back-up of vehicles at Congress Parkway and Main Street. She noted Staff understands the concerns and will closely monitor.

Mr. Greenman stated he does not want someone to get hurt or put them at risk as Main Street is already busy enough. He stated everything else is spot on.

Ms. Teetsov clarified that vehicles will not be able to make a left turn onto Exchange Drive from Main Street. Ms. Wilgreen confirmed.

Mr. Jouron made a motion to approve the Rezoning upon Annexation to M PUD Manufacturing, Preliminary and Final Planned Unit Development to allow a new warehouse, and Preliminary and Final Plat of Subdivision to create a two lot subdivision at 275 Main Street with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (GW Properties, received 05/18/21)
   B. Site Plan (Kimley Horn, dated 10/13/21, received 10/20/21)
   C. Landscape Plan (Kimley Horn, dated 10/13/21, received 10/20/21)
   D. Elevations and Signage (Progressive ae, dated 10/15/21, received 10/20/21)

E. Plat of Subdivision (Compass Surveying LTD, dated 09/30/21, received 10/20/21)
F. Plat of Survey (Compass Surveying LTD, dated 08/25/21, received 10/20/21)
G. Plat of Annexation (Compass Surveying LTD, dated 08/25/21, received 10/20/21)
H. Preliminary Drainage Report (Kimley-Horn, dated October 15, 2021, received 10/20/21)
I. Traffic Impact Study (Sam Schwartz, dated November 19, 2021, received 11/19/21)

2. Final Plat of Subdivision
   A. All municipal utilities are required to be in a Municipal Utility Easement (MUE). Work with staff to provide a plat of easement.

3. Landscape Plan
   A. As part of the building permit submittal, provide a final landscape plan indicating the species and size of all plantings.
   B. Provide additional tree plantings at the northeast corner of the property to help screen the building from the residential properties across the railroad tracks.

4. Provide a lighting plan that complies with the UDO exterior lighting standards.

5. Traffic Study: Based on the assumptions and analyses detailed in the report, the following recommendations should be implemented as part of the proposed development project:

   A. The extension of Exchange Drive through the site should provide a single travel lane in each direction. A 30 MPH speed limit should be posted in the east- and westbound directions, particularly near the new intersection with Main Street.

   B. On Commonwealth Drive between Exchange Drive and Congress Parkway, 30 MPH signage should be posted to reinforce City code.

   C. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Congress Parkway and Exchange Drive traffic circle (12.5% estimated at $80,000) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated November 19, 2021 by Sam Schwartz.

   D. The petitioner shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be calculated once final cost estimates have been provided based on the recommendation of the City's traffic engineering consultant as approved by the City's Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the petitioner executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or

petitioner's successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived.

E. Sidewalks must be constructed on both sides of the extension of Exchange Drive between its current western terminus and the new intersection with Commonwealth Drive. The existing sidewalk on the east side of Commonwealth Drive north of Congress Parkway should be extended to meet Exchange Drive, including a striped crosswalk across the east leg of the Exchange Drive/Commonwealth Drive intersection. Because the sidewalk along the north side of Exchange Drive east of the site is not currently complete, the developer should also coordinate with the City to identify an appropriate location for a striped crosswalk across Exchange Drive at Access 2 or Access 3 (near the Associates parking lot and building entrances) to connect building employees to the complete sidewalk on the south side of the street.

F. Dedication of 34.92 feet of right-of-way along Main Street.

G. At Main Street/Exchange Drive:
   a. Provide a dedicated northbound right-turn lane with channelization.
   b. Provide a single westbound lane for left- and right-turn maneuvers.
   c. Post minor-leg stop control for westbound traffic.
   d. Post No Left Turn (R3-2) signage for southbound traffic in accordance with MUTCD standards.

H. At Exchange Drive/Commonwealth Drive:
   a. Provide separate left- and right-turn lanes on the northbound approach.
   b. Post minor-leg stop control for northbound Commonwealth Drive.

I. Post minor-leg stop control at all site access driveways to Exchange Drive.

6. Provide final detailed engineering plans for review.

7. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue, and Public Works Departments, as well as the City's Stormwater Consultant and the final approved Traffic Study.

8. The burial of the overhead utility lines is deferred until an area wide program is established. (Added by PZC)

9. The installation of the sidewalk along Main Street is deferred until an area wide program is established. (Added by PZC)

Mr. Skluzacek seconded the motion. On roll call, members Gronow, Jouron, Repholz, Skluzacek, Teetsov and Greenman voted aye. The motion passed 6-0.

REPORT FROM PLANNING

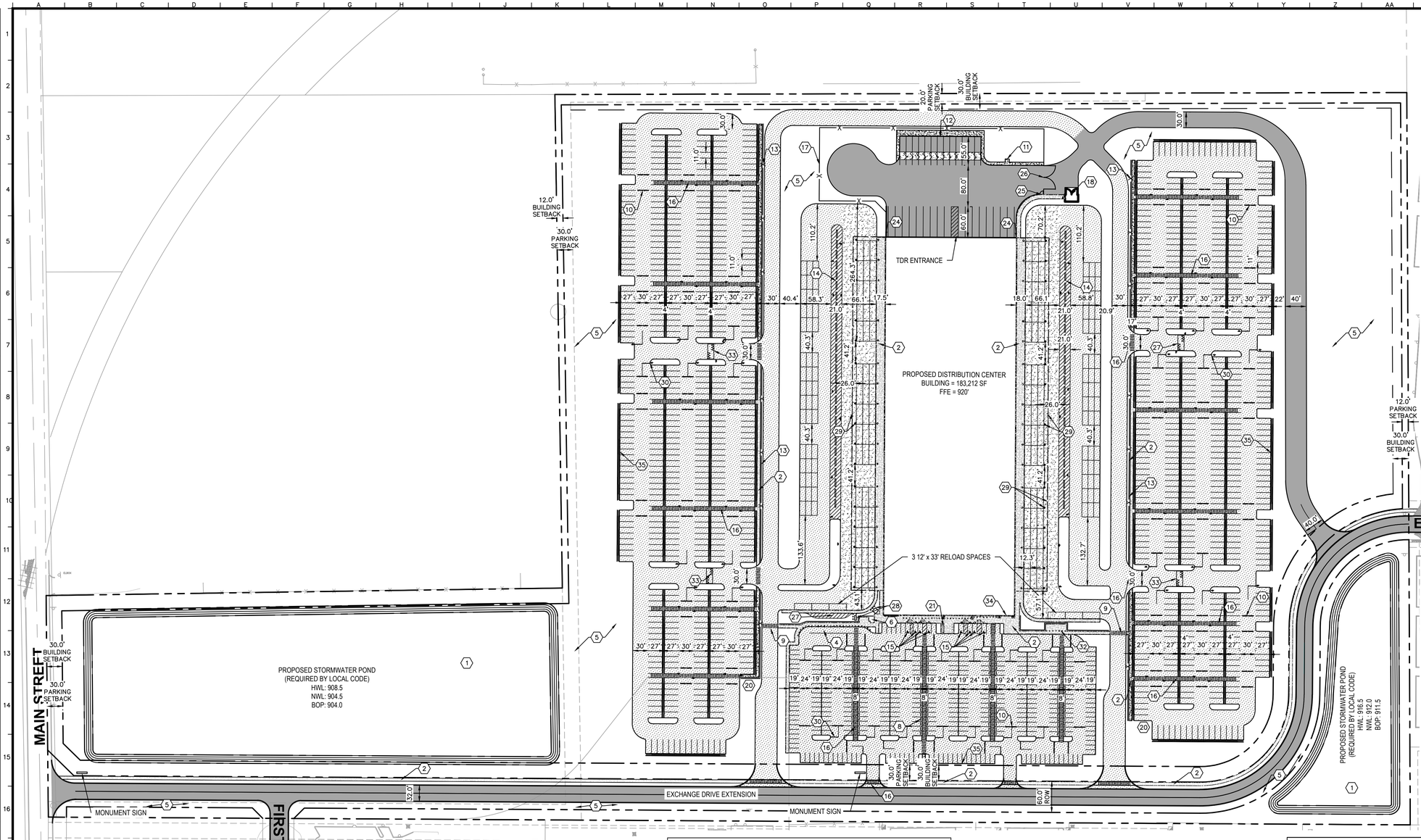
Ms. Cowlin stated there are no updates from City Council and noted the items scheduled for the next PZC meeting.

COMMENTS FROM THE COMMISSION

There were no comments from the Commission.

ADJOURNMENT

Mr. Gronow made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 8:19 p.m.



GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3-FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

PARKING SUMMARY

PARKING CODE REQUIREMENTS	1 PER 1,000 SF NFA (UP TO 10,000 SF) + 1 PER 2,000 SF NFA ABOVE 10,000 SF + AS REQUIRED FOR OFFICE USE +1 PER VEHICLE USED IN THE CONDUCT OF BUSINESS
PARKING SPACES REQUIRED	186 SPACES
PARKING SPACES PROVIDED (9'X19')	397 SPACES
ACCESSIBLE PARKING SPACES REQUIRED	8 SPACES
ACCESSIBLE PARKING SPACES PROVIDED	8 SPACES
PARKING SPACES PROVIDED (11'X27')	1,021 SPACES

ZONING INFORMATION

	REQUIRED	PROVIDED
ZONE	(M) MANUFACTURING	(M) MANUFACTURING
PERMITTED/CONDITIONAL USE	INDUSTRY, COMMERCE	INDUSTRY, COMMERCE
FRONT SETBACK (SOUTH)	30FT MIN	32.7FT
SIDE SETBACK (WEST, EAST)	12FT MIN	106FT
REAR SETBACK (NORTH)	20FT MIN	30FT
YARD ABUTTING STREET SETBACK	30FT MIN	30FT
IMPERVIOUS SURFACE COVERAGE	65% MAX	59%
BUILDING HEIGHT/STORIES	45FT/3 STORIES MAX	30FT/ 1 STORY
FLOOR AREA RATIO	0.75 MAX	0.07
SETBACK REQUIREMENTS	NORTH: 20FT PARKING, 30FT BUILDING EAST: 12FT PARKING, 30FT BUILDING WEST: 12FT PARKING, 30FT BUILDING SOUTH: 30FT PARKING, 30FT BUILDING	NORTH: 30FT PARKING, 277FT BUILDING EAST: 106FT PARKING, 753.8FT BUILDING WEST: 106FT PARKING, 619.7FT BUILDING SOUTH: 32.7FT PARKING, 319.3FT BUILDING
SURROUNDING ZONES	NORTH: (E) ESTATE EAST: (M-L) MANUFACTURING LIMITED WEST: (M-L) SOUTH: (B-2 PUD) GENERAL COMMERCIAL PLANNED UNIT DEVELOPMENT	

PAVING AND CURB LEGEND

- STANDARD DUTY ASPHALT PAVEMENT — 2" SURFACE, 2.5" BINDER, 8" STONE
- HEAVY DUTY ASPHALT PAVEMENT — 2" SURFACE, 5" BINDER, 10" STONE
- CONCRETE SIDEWALK — 5" PCC CONCRETE, 4" STONE
- STANDARD DUTY CONCRETE PAVEMENT — 6" PCC CONCRETE, 6" STONE
- HEAVY DUTY CONCRETE PAVEMENT — 8" PCC REINFORCED WITH #3 BAR @ 16" C-C EACH WAY, 6" STONE
- STANDARD PITCH CONCRETE CURB AND GUTTER
- REVERSE PITCH CONCRETE CURB AND GUTTER
- CONCRETE DEPRESSED CURB AND GUTTER

**GEOTECHNICAL ENGINEER TO DETERMINE FINAL PAVEMENT SECTIONS AS PART OF GEOTECHNICAL INVESTIGATION REPORT.

KEYNOTES

1. STORMWATER MANAGEMENT AS REQUIRED BY CODE
2. CONCRETE SIDEWALK
3. ACCESSIBLE CURB RAMP
4. RIDE SHARE DROP-OFF
5. LANDSCAPE
6. SMOKING SHELTER
7. RIDE-SHARE SHELTER
8. CONCRETE WHEEL STOP
9. SPEED TABLE / PEDESTRIAN WALKWAY
10. SPEED BUMP
11. 4'x6' TRUCK YARD SPILL KIT SHED (BY TENANT) ON 6'x8' CONCRETE PAD
12. 12" WIDE CURB
13. PEDESTRIAN BARRIER FENCE PER SITE DETAILS
14. STRIPED TRAFFIC SEPARATION WITH JERSEY BARRIERS (OR EQUAL)
15. ACCESSIBLE PARKING STALL
16. STRIPED PEDESTRIAN ACCESS
17. YARD PERIMETER SECURITY FENCE
18. TRASH ENCLOSURE PER ARCHITECTURAL PLANS
19. BOLLARDS PER SITE PLAN ENLARGEMENTS AND SITE DETAILS
20. EMPLOYEE MUSTER AREA SIGNAGE PER SIGNAGE AND STRIPING PLAN
21. BIKE RACKS
22. 8' WIDE CONCRETE SIDEWALK (5% MAX SLOPE) WITH GUARDRAILS AND LANDINGS AS REQUIRED
23. TRASH CAN (BY TENANT) ON CONCRETE PAD
24. RETAINING WALL AS REQUIRED
25. 5' WIDE MAN GATE WITH LOCKING HARDWARE
26. PAIR OF 22'-6"W x 8'-0"H GALVANIZED MANUAL SWING GATES WITH DROP ROD AND LOCKING HARDWARE. IS REQUIRED, PROVIDE GATE WITH RUBBER ROLLERS OR TIRED. IN-GROUND TRACK SYSTEMS ARE NOT ALLOWED
27. EMERGENCY MOBILE GENERATOR PARKING
28. ELECTRICAL EQUIPMENT WITH BOLLARD PROTECTION PER ELECTRICAL PLANS
29. BUILDING CANOPY AND COLUMNS PER ARCHITECTURAL SHEET A8.10
30. SIGNAGE PER SIGNAGE AND STRIPING PLAN
31. BENCH
32. ASSOCIATE OUTDOOR AREA
33. SPEED HUMP

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SCALE: AS NOTED
DESIGNED BY: ARD
DRAWN BY: ARD
CHECKED BY: JJK

PROJECT COOPER
SOUTH MAIN ST AND CONGRESS PKWY
CRYSTAL LAKE, IL 60014

PERMIT SITE PLAN

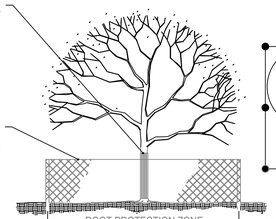
ORIGINAL ISSUE: 10/13/2021
KHA PROJECT NO. 168880006
SHEET NUMBER
EX:A

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TRUNK PROTECTION
REQUIRED IF WHEELED CONSTRUCTION EQUIPMENT INVOLVED WITHIN 20' OR LESS. 1" BOARDS NOT LESS THAN 5' LONG OR TO REACH FIRST SCAFFOLD BRANCH. WIRE TO HOLD BOARDS IN PLACE. NO NAILS PERMITTED. INCLUDE WRAPPING OF BURLAP UNDER BOARDS.

BRANCH PROTECTION
PROTECT LOWER BRANCHES OF TREE CANOPY. PROVIDE CONSTRUCTION FENCING OR EQUAL AT DRIPLINE (MIN.)



PLACE SIGNS:

KEEP OUT
TREE PROTECTION
AREA

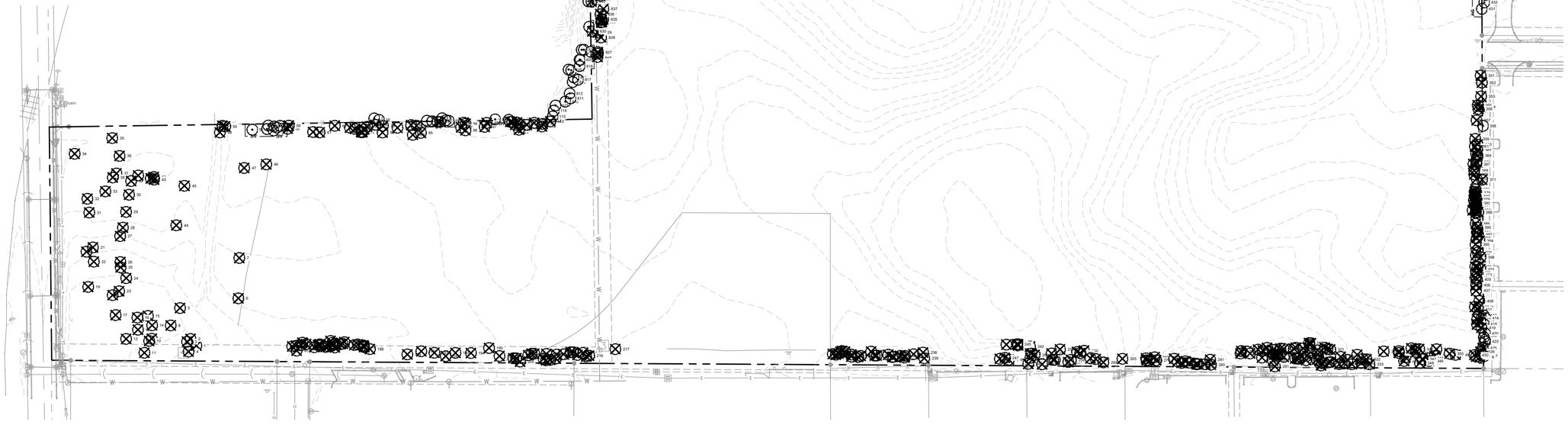
EVERY 50' ATTACHED TO FENCING

TREE PROTECTION NOTES

1. ALL TREES TO BE PROTECTED AND PRESERVED SHALL BE PER DETAIL. GROUPING OF MORE THAN ONE TREE MAY OCCUR.
2. TREES TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH WHITE SURVEY TAPE.
3. TO PREVENT ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN THE DRIP LINE OR WITHIN 15 FEET OF A TREE TRUNK, WHICHEVER IS GREATER.
4. TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
6. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.
7. WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
8. AUGER TUNNELING RATHER THAN TRENCHING SHOULD BE USED FOR UTILITY PLACEMENT WITHIN DRIP LINE.
9. FENCING MATERIAL SHALL ENCIRCLE ANY TREE OR SHRUB WHOSE OUTER DRIP LINE EDGE IS WITHIN 20 FEET OF ANY CONSTRUCTION ACTIVITIES.
10. FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.
11. FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
12. ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.
13. REFER TO PLANS FOR FENCE STAKING LOCATIONS.

X TREE PROTECTION

NTS



NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

LEGEND

		QTY
○ #	TREE LOCATION WITH ID	987 TOTAL
○	TREE TO BE PRESERVED	435
⊗	TREE TO BE REMOVED	552
—▾—	TREE PROTECTION FENCE	

ARBORIST CONDITION AND FORM RATING

CONDITION / FORM 1 = EXCELLENT
CONDITION / FORM 2 = GOOD
CONDITION / FORM 3 = AVERAGE
CONDITION / FORM 4 = POOR
(RECOMMENDED FOR REMOVAL)
CONDITION / FORM 5 = VERY POOR
(RECOMMENDED FOR REMOVAL)

TREE REPLACEMENT REQUIREMENTS

TOTAL TREES REMOVED = 552
(SEE EXCEL FOR TREE REPLACEMENT BREAKDOWN)

TOTAL REPLACEMENT VALUE = 274.4 CALIPER INCHES
REMOVED TREES SHALL BE REPLACED WITH A 2.5 CALIPER INCH TREE

110 REPLACEMENT TREES (2.5 CALIPER INCHES) REQUIRED

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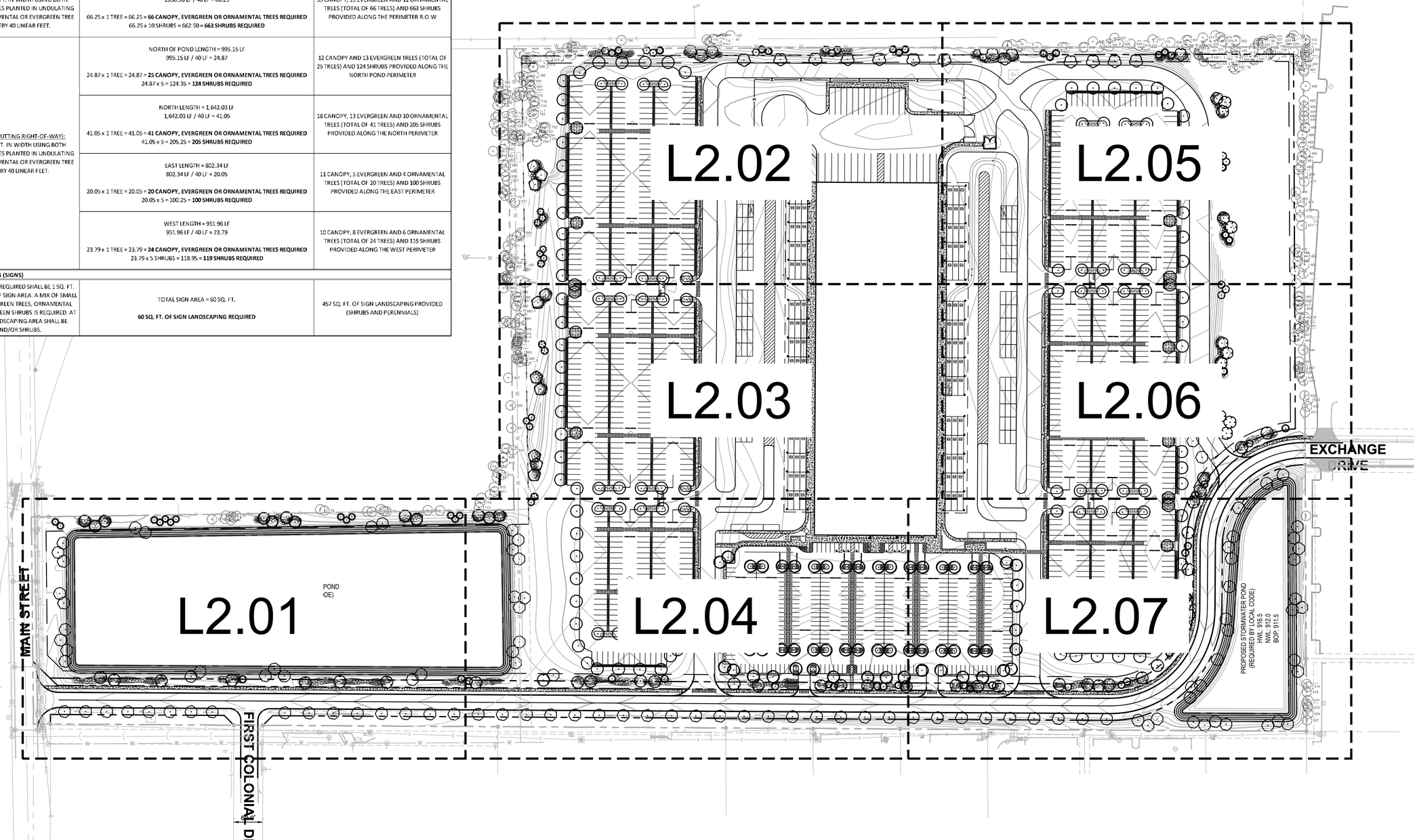
SCALE: AS NOTED
DESIGNED BY: ARD
DRAWN BY: ARD
CHECKED BY: JJK

TREE PRESERVATION PLAN

PROJECT COOPER
SOUTH MAIN ST AND CONGRESS PKWY
CRYSTAL LAKE, IL 60014

ORIGINAL ISSUE: 10/13/2021
KHA PROJECT NO. 168880006
SHEET NUMBER
L1.0

CRYSTAL LAKE, IL LANDSCAPE CODE REQUIREMENTS		
ZONING ORDINANCE	**REQUIRED**	**PROPOSED**
SECTION 4-400 F-2 - SITE LANDSCAPING (PARKING LOTS OVER 200 SPACES)		
INTERIOR LANDSCAPE: 660 SQ. FT. ISLANDS, CONTAINING 6 CANOPY, ORNAMENTAL OR EVERGREEN TREES AND 30 SHRUBS, EVERY INCREMENT OF 40 PARKING SPACES AND AT THE ENDS OF EVERY PARKING ROW.	TOTAL NUMBER OF REGULAR PARKING SPACES = 397 SPACES 397 SPACES / 40 SPACES = 9.93 9.93 x 6 TREES = 59.58 = **60 CANOPY, ORNAMENTAL OR EVERGREEN TREES REQUIRED** 9.93 x 30 SHRUBS = 297.9 = **298 SHRUBS REQUIRED**	60 CANOPY TREES AND 298 SHRUBS PROVIDED THROUGHOUT THE INTERIOR OF THE PARKING LOT (WITH REGULAR SPACES)
	TOTAL NUMBER OF VAN PARKING SPACES = 1,021 SPACES 1,021 SPACES / 40 SPACES = 25.53 25.53 x 6 TREES = 153.18 = **153 CANOPY, ORNAMENTAL OR EVERGREEN TREES REQUIRED** 25.53 x 30 SHRUBS = 765.90 = **766 SHRUBS REQUIRED**	153 CANOPY TREES AND 774 SHRUBS PROVIDED THROUGHOUT THE INTERIOR OF THE PARKING LOT (WITH VAN SPACES)
PERIMETER LANDSCAPE (ABUTTING RIGHT-OF-WAY): CONTINUOUS VISUAL SCREEN 15 FT. IN WIDTH USING BOTH DECIDUOUS AND EVERGREEN SPECIES PLANTED IN UNDULATING BEDS REQUIRING 1 CANOPY, ORNAMENTAL OR EVERGREEN TREE AND 10 SHRUBS ALONG EVERY 40 LINEAR FEET.	TOTAL PERIMETER ALONG R.O.W = 2650.36 LF 2650.36 LF / 40 LF = 66.25 66.25 x 1 TREE = 66.25 = **66 CANOPY, EVERGREEN OR ORNAMENTAL TREES REQUIRED** 66.25 x 10 SHRUBS = 662.50 = **663 SHRUBS REQUIRED**	39 CANOPY, 15 EVERGREEN AND 12 ORNAMENTAL TREES (TOTAL OF 66 TREES) AND 663 SHRUBS PROVIDED ALONG THE PERIMETER R.O.W
PERIMETER LANDSCAPE (NOT ABUTTING RIGHT-OF-WAY): CONTINUOUS VISUAL SCREEN 8 FT. IN WIDTH USING BOTH DECIDUOUS AND EVERGREEN SPECIES PLANTED IN UNDULATING BEDS REQUIRING 1 CANOPY, ORNAMENTAL OR EVERGREEN TREE AND 5 SHRUBS ALONG EVERY 40 LINEAR FEET.	NORTH OF POND LENGTH = 995.15 LF 995.15 LF / 40 LF = 24.87 24.87 x 1 TREE = 24.87 = **25 CANOPY, EVERGREEN OR ORNAMENTAL TREES REQUIRED** 24.87 x 5 = 124.35 = **124 SHRUBS REQUIRED**	12 CANOPY AND 13 EVERGREEN TREES (TOTAL OF 25 TREES) AND 124 SHRUBS PROVIDED ALONG THE NORTH POND PERIMETER
	NORTH LENGTH = 1,642.03 LF 1,642.03 LF / 40 LF = 41.05 41.05 x 1 TREE = 41.05 = **41 CANOPY, EVERGREEN OR ORNAMENTAL TREES REQUIRED** 41.05 x 5 = 205.25 = **205 SHRUBS REQUIRED**	18 CANOPY, 13 EVERGREEN AND 10 ORNAMENTAL TREES (TOTAL OF 41 TREES) AND 205 SHRUBS PROVIDED ALONG THE NORTH PERIMETER
	EAST LENGTH = 802.34 LF 802.34 LF / 40 LF = 20.05 20.05 x 1 TREE = 20.05 = **20 CANOPY, EVERGREEN OR ORNAMENTAL TREES REQUIRED** 20.05 x 5 = 100.25 = **100 SHRUBS REQUIRED**	11 CANOPY, 5 EVERGREEN AND 4 ORNAMENTAL TREES (TOTAL OF 20 TREES) AND 100 SHRUBS PROVIDED ALONG THE EAST PERIMETER
	WEST LENGTH = 951.96 LF 951.96 LF / 40 LF = 23.79 23.79 x 1 TREE = 23.79 = **24 CANOPY, EVERGREEN OR ORNAMENTAL TREES REQUIRED** 23.79 x 5 SHRUBS = 118.95 = **119 SHRUBS REQUIRED**	10 CANOPY, 8 EVERGREEN AND 6 ORNAMENTAL TREES (TOTAL OF 24 TREES) AND 119 SHRUBS PROVIDED ALONG THE WEST PERIMETER
SECTION 4-400 F-6 SITE LANDSCAPING (SIGNS)		
THE AMOUNT OF LANDSCAPE AREA REQUIRED SHALL BE 1 SQ. FT. OF LANDSCAPE AREA PER 1 SQ. FT. OF SIGN AREA. A MIX OF SMALL DECIDUOUS TREES, MEDIUM EVERGREEN TREES, ORNAMENTAL TREES AND DECIDUOUS AND EVERGREEN SHRUBS IS REQUIRED. AT LEAST 50% OF THE REQUIRED LANDSCAPING AREA SHALL BE PLANTED WITH TREES AND/OR SHRUBS.	TOTAL SIGN AREA = 60 SQ. FT. **60 SQ. FT. OF SIGN LANDSCAPING REQUIRED**	457 SQ. FT. OF SIGN LANDSCAPING PROVIDED (SHRUBS AND PERENNIALS)



NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

No.	REVISIONS	DATE	BY

Kimley»Horn

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SCALE: AS NOTED
DESIGNED BY: ARD
DRAWN BY: ARD
CHECKED BY: JJK

OVERALL LANDSCAPE PLAN

PROJECT COOPER

SOUTH MAIN ST AND CONGRESS PKWY
CRYSTAL LAKE, IL 60014

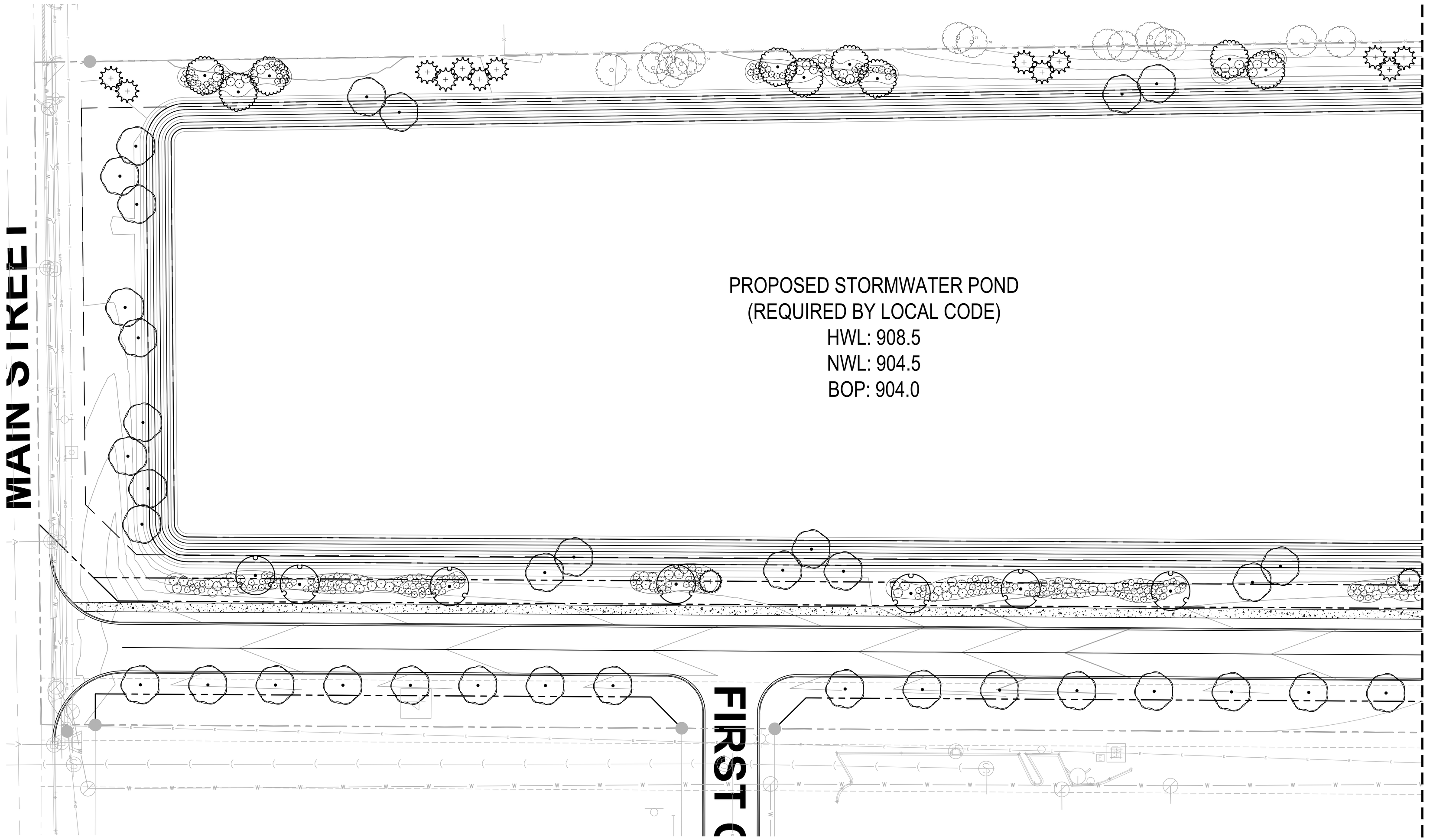
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SHEET NUMBER
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NORTH

GRAPHIC SCALE IN FEET
0 15 30 60



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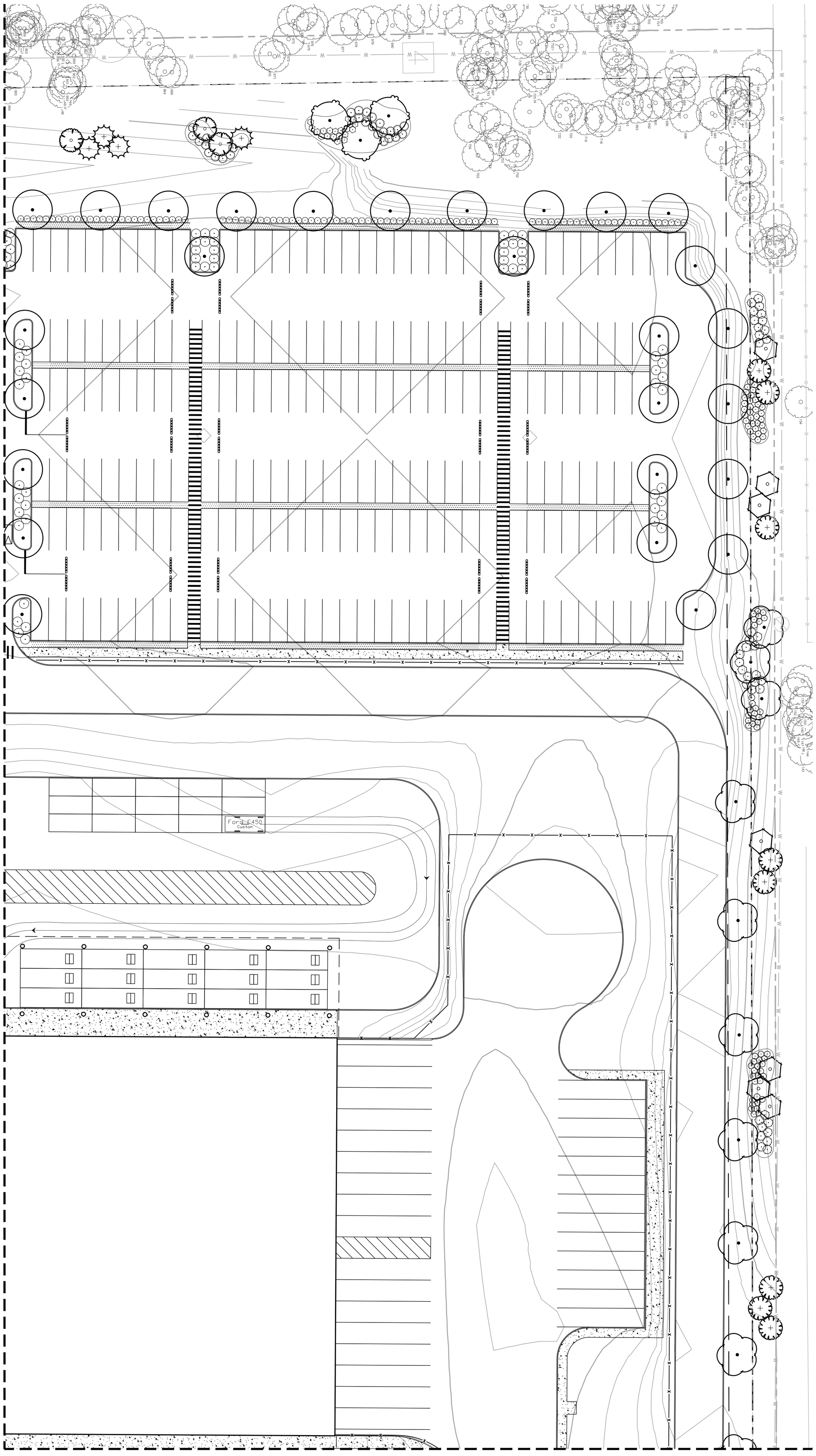
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CHECKED BY: JJK

DETAILED LANDSCAPE PLAN

PROJECT COOPER
SOUTH MAIN ST AND CONGRESS PKWY
CRYSTAL LAKE, IL 60014

ORIGINAL ISSUE: 10/13/2021
KHA PROJECT NO. 168880006
SHEET NUMBER
L2.01

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DETAILED LANDSCAPE PLAN

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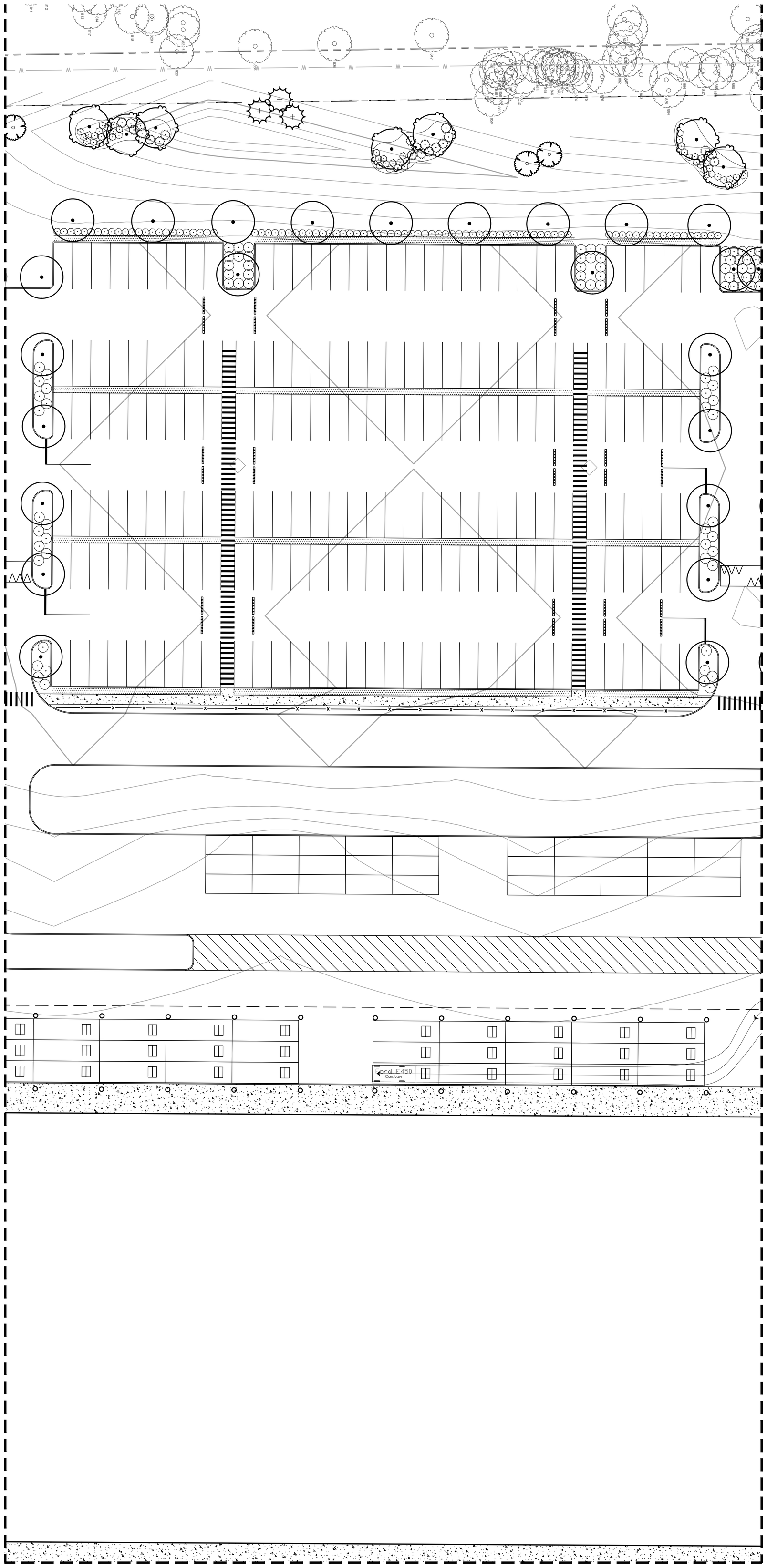
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NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

L2.03
SHEET NUMBER

ORIGINAL ISSUE: 10/13/2021
KHA PROJECT NO. 168880006

PROJECT COOPER

SOUTH MAIN ST AND CONGRESS PKWY
CRYSTAL LAKE, IL 60014

DETAILED LANDSCAPE PLAN

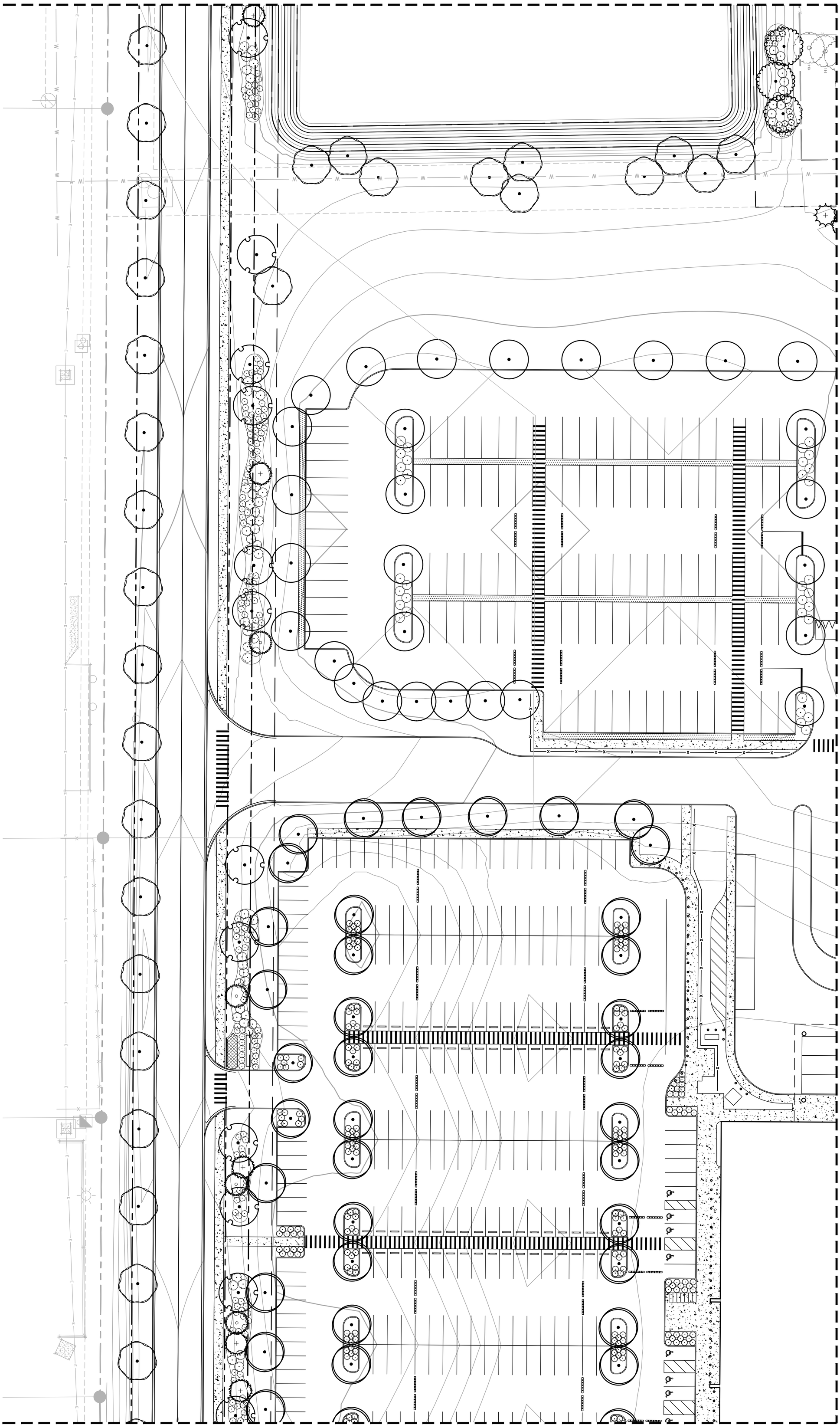
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MATCHLINE - SEE SHEET L2.02



MATCHLINE - SEE SHEET L2.03

MATCHLINE - SEE SHEET L2.07

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

L2.04	SHEET NUMBER
ORIGINAL ISSUE: 10/13/2021	
KHA PROJECT NO. 168880006	

PROJECT COOPER

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DETAILED LANDSCAPE PLAN

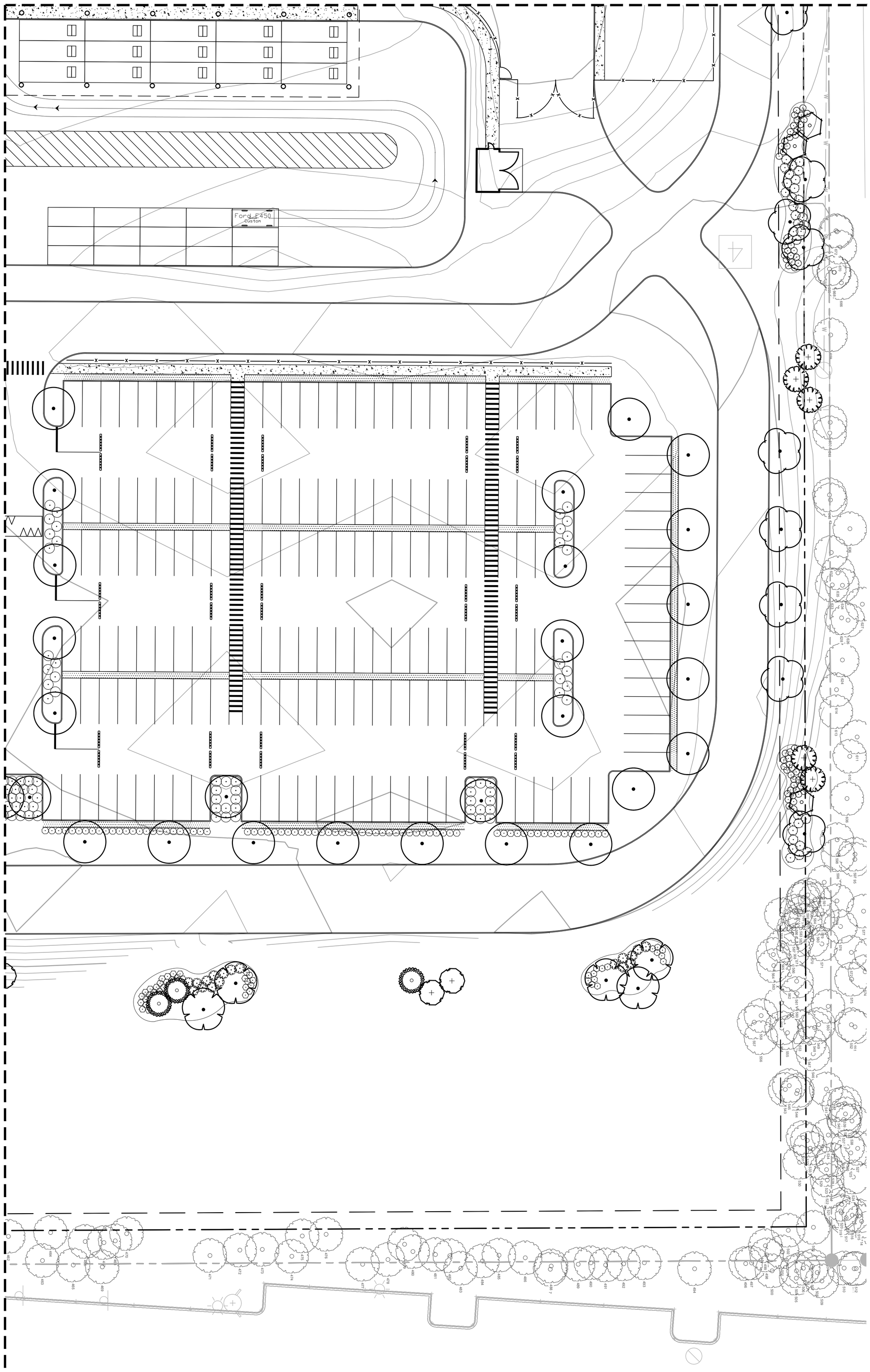
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MATCHLINE - SEE SHEET L2.01



MATCHLINE - SEE SHEET L2.06

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ORIGINAL ISSUE:	10/13/2021
KHA PROJECT NO.	168880006
SHEET NUMBER	L2.05

PROJECT COOPER

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DETAILED LANDSCAPE PLAN

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MATCHLINE - SEE SHEET L2.05

MATCHLINE - SEE SHEET L2.03

MATCHLINE - SEE SHEET L2.07

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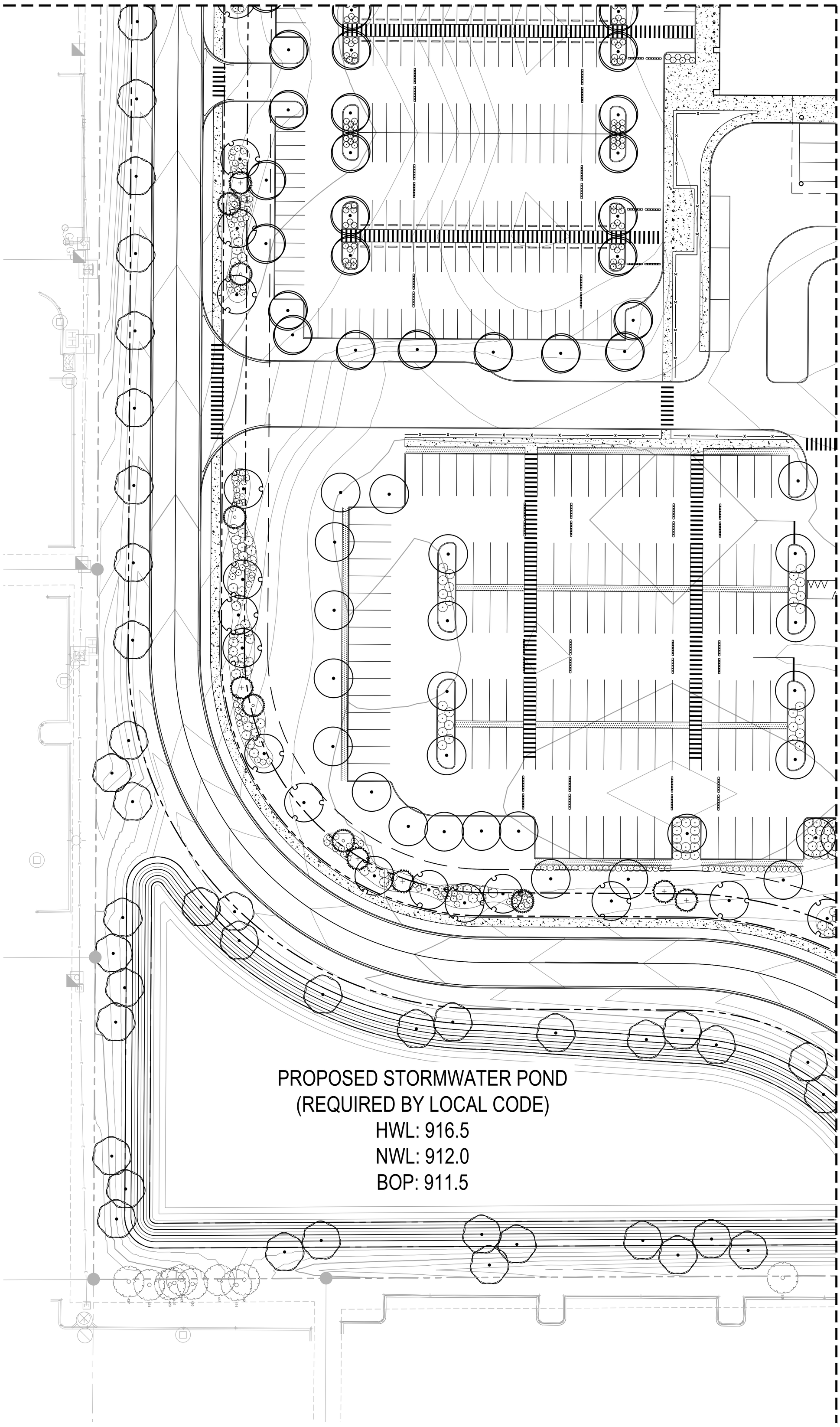
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DETAILED LANDSCAPE PLAN

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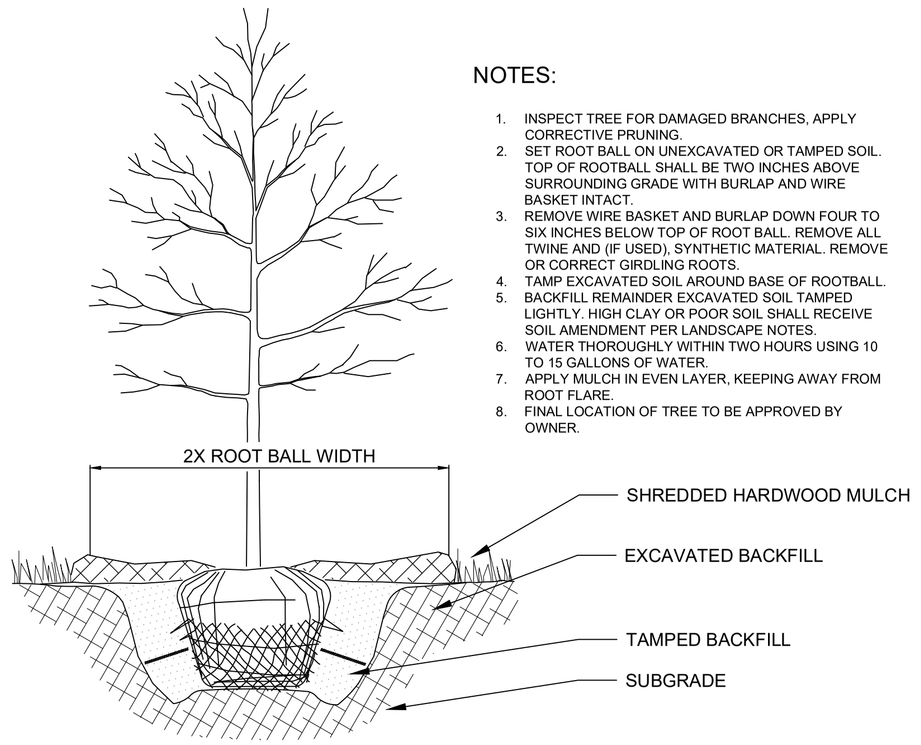
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CONCEPT PLANT SCHEDULE

CANOPY TREE (PARKING LOT)	-	60
CANOPY TREE (VAN PARKING)	-	153
CANOPY TREE (R.O.W PERIMETER)	-	39
EVERGREEN TREE (R.O.W PERIMETER)	-	15
ORNAMENTAL TREE (R.O.W PERIMETER)	-	12
CANOPY TREE (NORTH OF POND PERIMETER)	-	12
EVERGREEN TREE (NORTH OF POND PERIMETER)	-	13
CANOPY TREE (NORTH PERIMTER)	-	18
EVERGREEN TREE (NORTH PERIMTER)	-	13
ORNAMENTAL TREE (NORTH PERIMTER)	-	10
CANOPY TREE (EAST PERIMETER)	-	11
EVERGREEN TREE (EAST PERIMETER)	-	5
ORNAMENTAL TREE (EAST PERIMETER)	-	4
CANOPY TREE (WEST PERIMETER)	-	10
EVERGREEN TREE (WEST PERIMETER)	-	8
ORNAMENTAL TREE (WEST PERIMETER)	-	6
REPLACEMENT TREE	-	110
SHRUB (PARKING LOT)	-	298
SHRUB (VAN PARKING)	-	383
SHRUB 2 (VAN PARKING)	-	391
SHRUB (R.O.W PERIMETER)	-	471
SHRUB 2 (R.O.W PERIMETER)	-	192
SHRUB (NORTH OF POND PERIMETER)	-	75
SHRUB 2 (NORTH OF POND PERIMETER)	-	49
SHRUB (NORTH PERIMETER)	-	137
SHRUB 2 (NORTH PERIMETER)	-	68
SHRUB (EAST PERIMETER)	-	67
SHRUB 2 (EAST PERIMETER)	-	33
SHRUB (WEST PERIMETER)	-	71
SHRUB 2 (WEST PERIMETER)	-	48
SHRUB (SIGN)	-	15
PERENNIALS	-	138 SF

NOTE: ALL DISTURBED AREAS SHALL BE TREATED WITH TURF SEED, TURF SOD OR ALTERNATE PLANT MIX

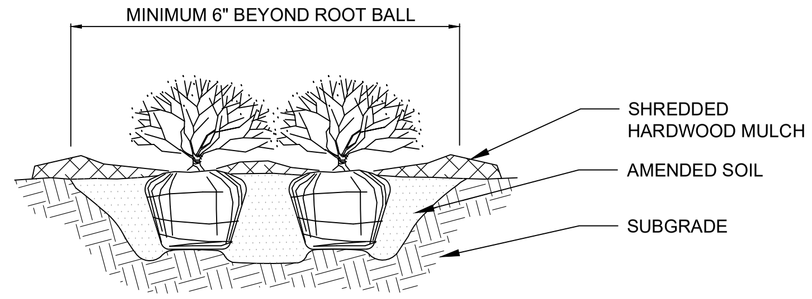


NOTES:

1. INSPECT TREE FOR DAMAGED BRANCHES, APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL SHALL BE TWO INCHES ABOVE SURROUNDING GRADE WITH BURLAP AND WIRE BASKET INTACT.
3. REMOVE WIRE BASKET AND BURLAP DOWN FOUR TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWINE AND (IF USED), SYNTHETIC MATERIAL. REMOVE OR CORRECT GIRDLING ROOTS.
4. TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL.
5. BACKFILL REMAINDER EXCAVATED SOIL TAMPED LIGHTLY. HIGH CLAY OR POOR SOIL SHALL RECEIVE SOIL AMENDMENT PER LANDSCAPE NOTES.
6. WATER THOROUGHLY WITHIN TWO HOURS USING 10 TO 15 GALLONS OF WATER.
7. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
8. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.

1 TREE PLANTING

NTS



NOTES:

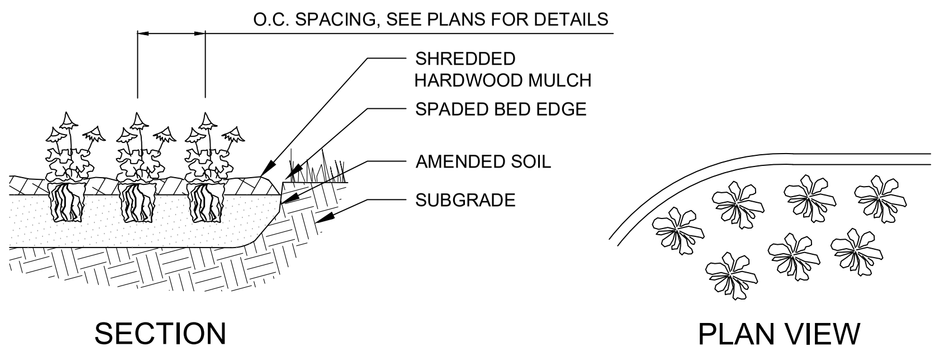
1. APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL OR CONTAINER ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL (CONTAINER) SHALL BE ONE INCH ABOVE SURROUNDING GRADE. FOR LARGER SHRUBS WITHIN PLANTING BED DIG A DEEPER PIT ONLY FOR THOSE SHRUBS.
3. REMOVE BURLAP FROM TOP HALF THE LENGTH OF ROOTBALL. TWINE AND (IF USED) SYNTHETIC MATERIAL SHALL BE REMOVED FROM PLANTING BED. FOR CONTAINER GROWN SHRUBS, REMOVE CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
4. REMOVE OR CORRECT GIRDLING ROOTS.
5. PLUMB AND BACKFILL WITH AMENDED SOIL PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR SHRUBS EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.

2 SHRUB PLANTING

NTS

NOTES:

1. EXCAVATE PLANTING BED.
2. BED HEIGHT IS TO BE 2" ABOVE FINISH GRADE AND WELL DRAINED.
3. REMOVE CONTAINER, SCORE SOIL MASS TO REDIRECT AND PREVENT CIRCLING ROOTS. CORRECT GIRDLING ROOTS.
2. PLANT MATERIAL SHALL BE LAID OUT BY FOLLOWING THE BED EDGE, WORKING TOWARDS THE CENTER OF THE BED USING TRIANGULAR (STAGGERED) SPACING AS PLAUSIBLE.
3. PLUMB AND BACKFILL WITH PLANTING MIX AS SPECIFIED IN LANDSCAPE NOTES.
4. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR PERENNIALS/GROUNDCOVER EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.
5. SPACING TO BE AS SPECIFIED IN THE PLANT LIST. PERENNIALS SHALL BE PLACED WITH THEIR CENTER 24" FROM EDGE OF BED.



3 PERENNIAL PLANTING

NTS

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. ALL PLANTS TO BE SPECIMEN GRADE, WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS PART OF THIS CONTRACT.
6. THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
7. ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNERS WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
8. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
9. PRUNE PLANTS AS NECESSARY- PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
10. TOPSOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
11. PLANTING AREA TOPSOIL SHALL BE AMENDED WITH 25% SPHAGNUM PEATMOSS, 5% HUMUS AND 70% PULVERIZED SOIL FOR ALL NON TURF SEED MIX AREAS, SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS.
12. SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
13. EDGING TO BE A SPADED EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
14. CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUNDCOVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH.
15. INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
16. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
17. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. SOD/SEED SHALL BE LOCAL HARDY TURF GRASS MIX UNLESS, OTHERWISE NOTED.
18. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.

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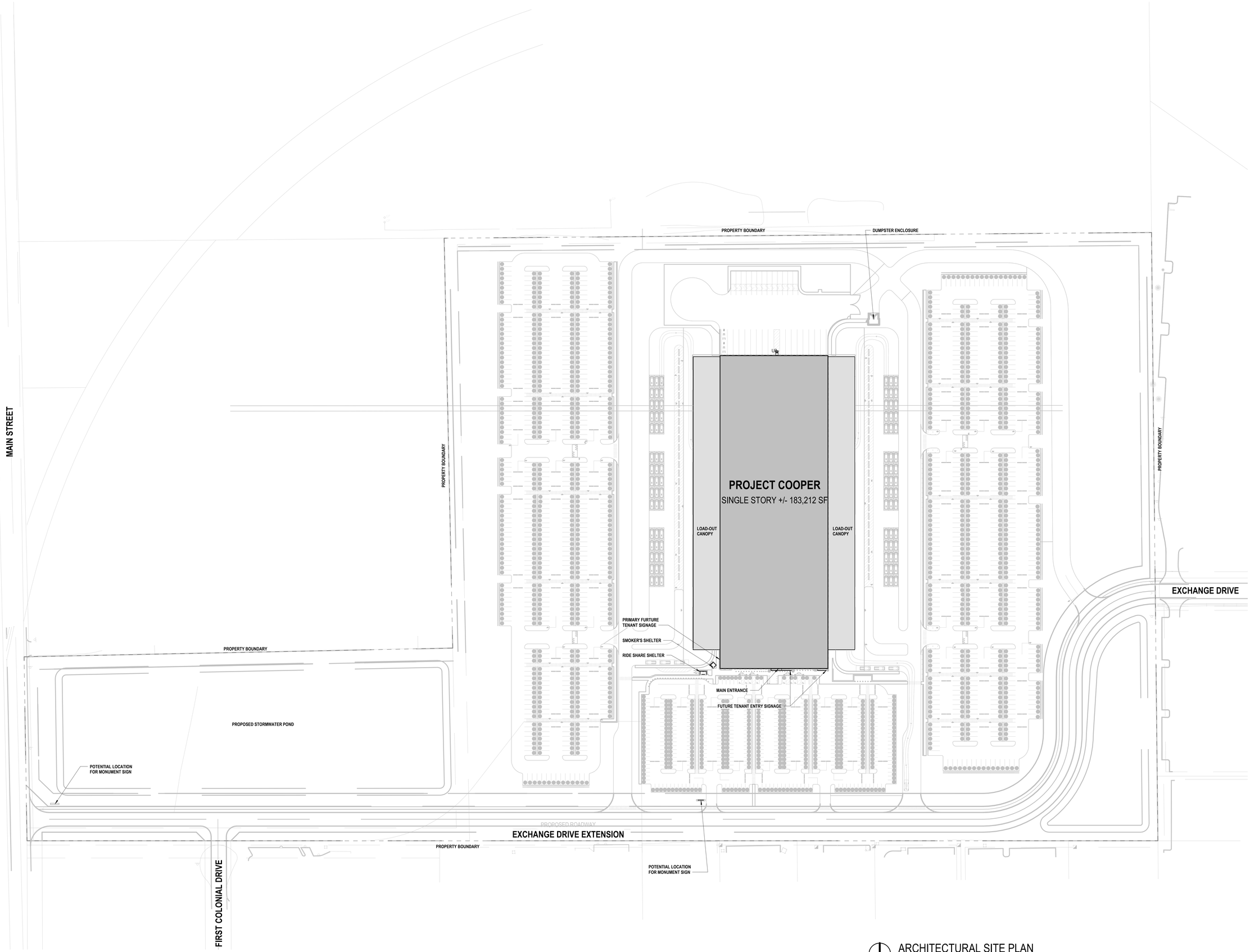
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LANDSCAPE NOTES AND DETAILS

PROJECT COOPER

SOUTH MAIN ST AND CONGRESS PKWY
CRYSTAL LAKE, IL 60014

ORIGINAL ISSUE: 10/13/2021
KHA PROJECT NO. 168880006
SHEET NUMBER
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ARCHITECTURAL SITE PLAN

1" = 80'-0"

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ZONING AND ANNEXATION APPLICATION

10/15/2021

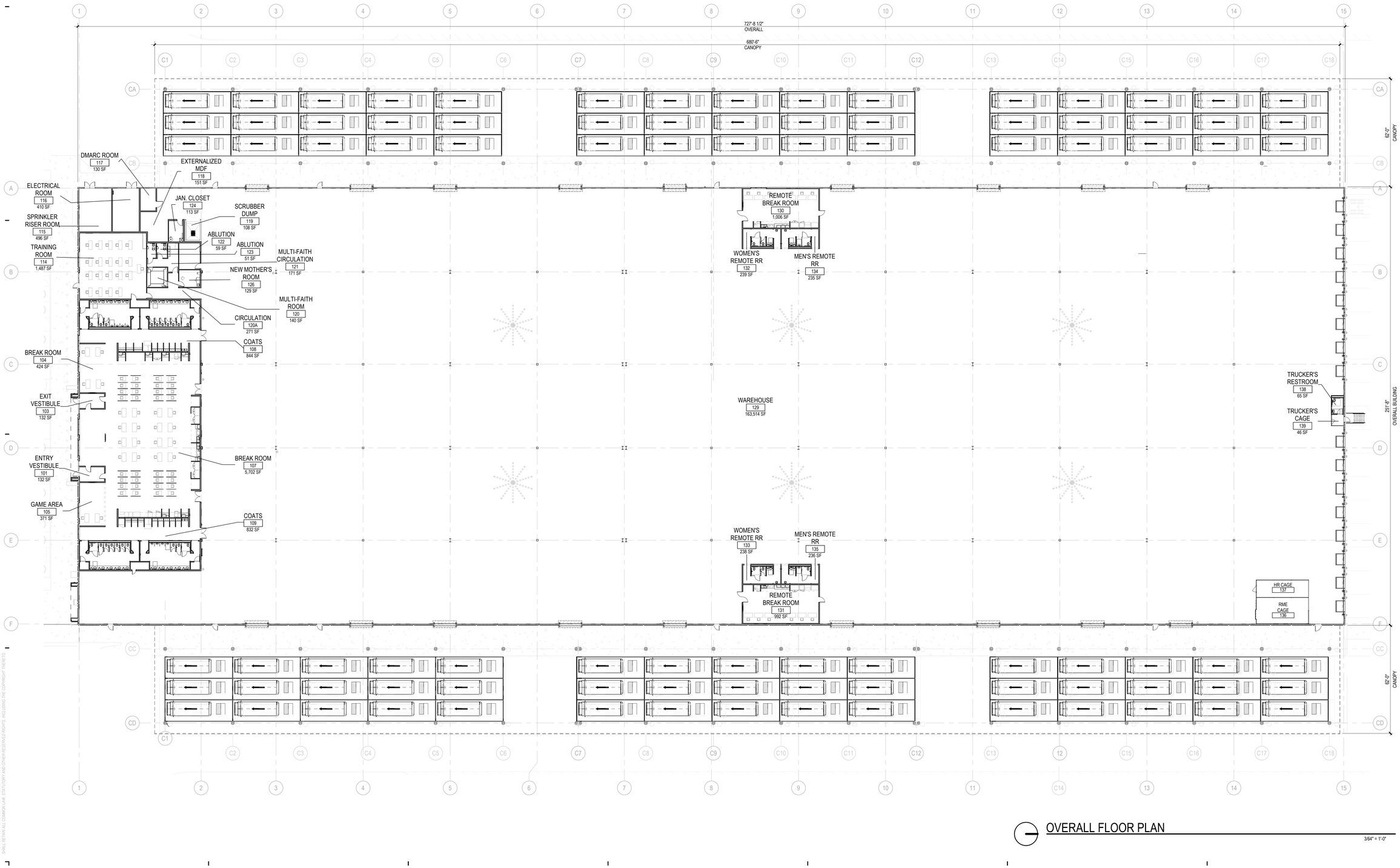
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PROJECT MANAGER	DMH
PROFESSIONAL	SDW
DRAWN BY	MEO
CHECKED BY	DMH/KSJ

ARCHITECTURAL SITE PLAN

AS1.0



OVERALL FLOOR PLAN

3/64" = 1'-0"

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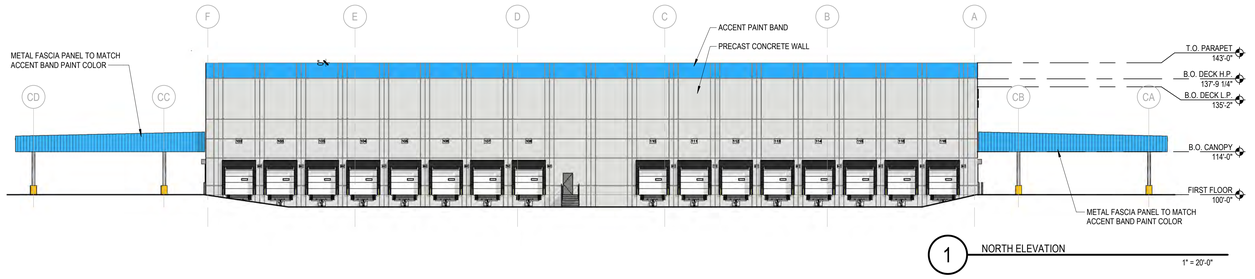
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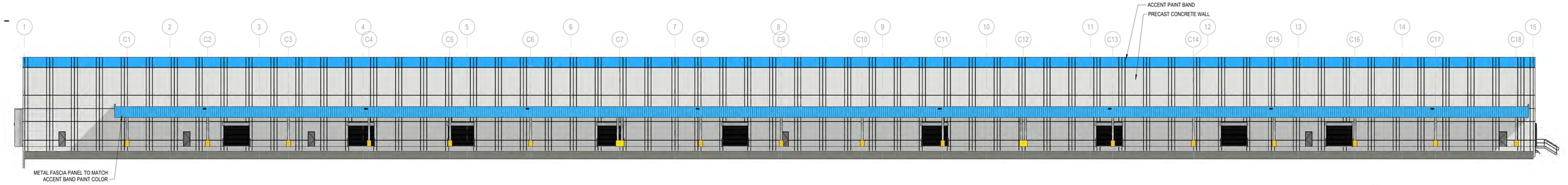
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OVERALL FLOOR PLAN

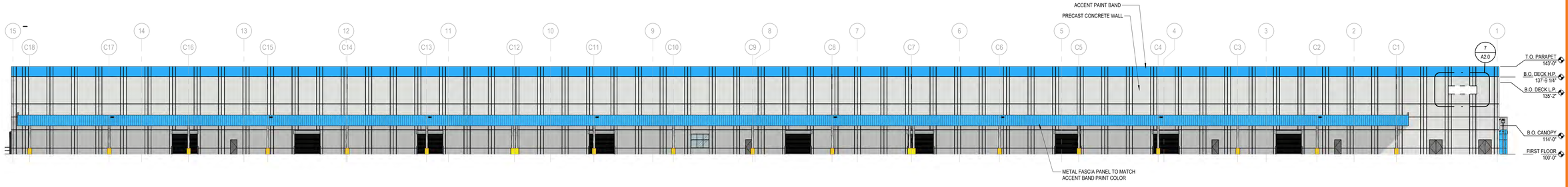
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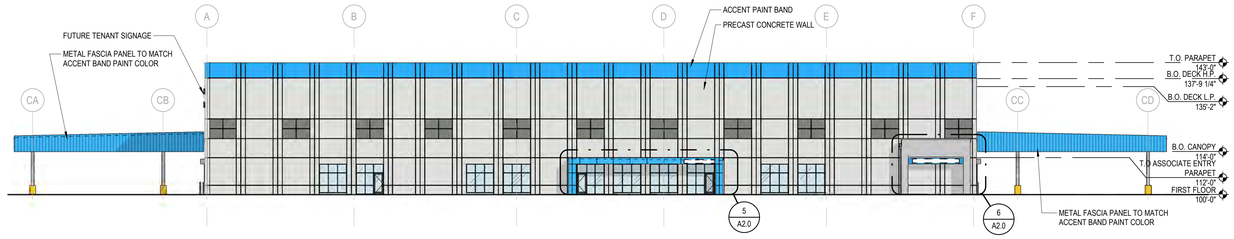
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1" = 20'-0"



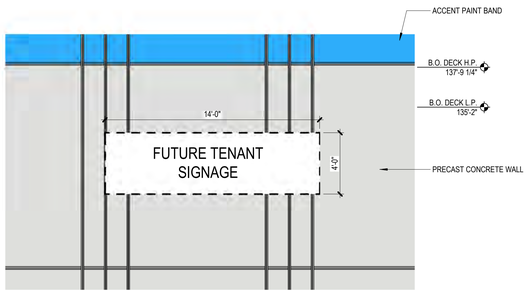
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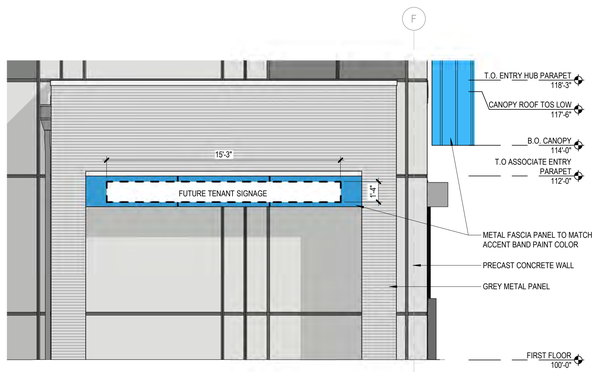
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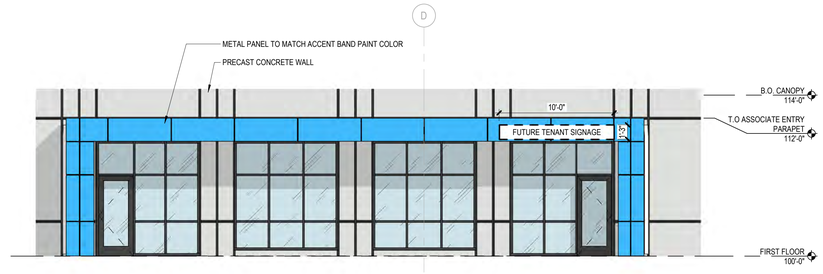
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A2.01 1" = 20'-0"



7 ENLARGED BUILDING SIGNAGE ELEVATION
A2.0 1/4" = 1'-0"



6 ENLARGED OFFICE SE CANOPY ELEVATION
A2.0 1/4" = 1'-0"



5 ENLARGED ASSOCIATE ENTRY ELEVATION
A2.0 3/16" = 1'-0"

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progressive ae
1911 4 Mile Rd NE Grand Rapids, MI 49525 616.361.1493 www.progressiveae.com

PROJECT COOPER

SOUTH MAIN STREET AND CONGRESS PARKWAY
CRYSTAL LAKE, IL 60012

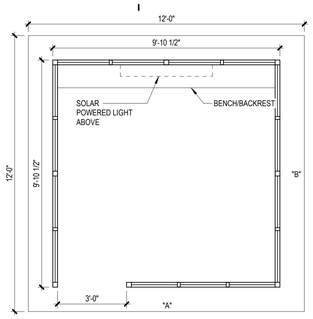
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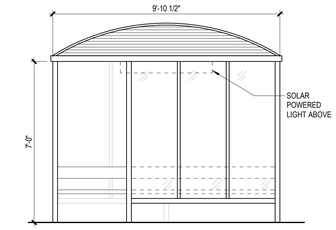
ISSUANCE
ZONING AND ANNEXATION APPLICATION
10/15/2021

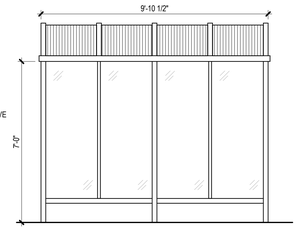
REVISIONS
NO. DATE DESCRIPTION

FILE NUMBER	83460132
PROJECT MANAGER	DMH
PROFESSIONAL	SDW
DRAWN BY	MEO
CHECKED BY	DMH/KSJ

BUILDING ELEVATIONS
A2.0



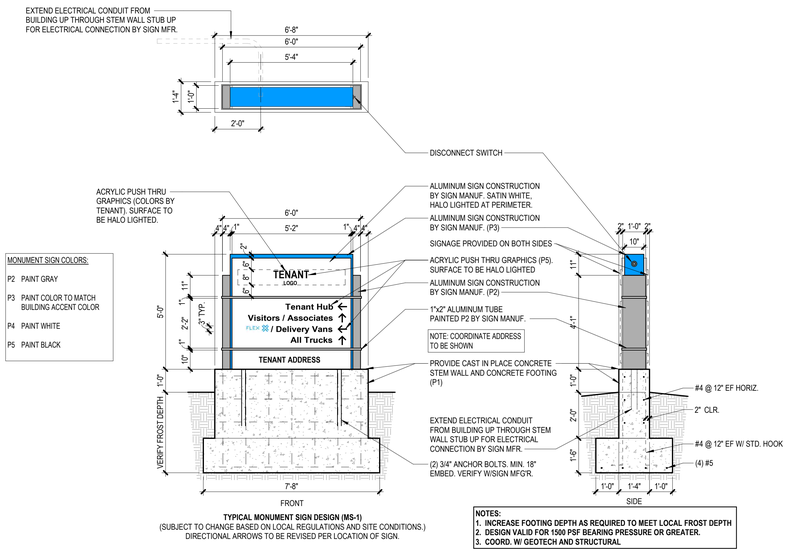




BASIS OF DESIGN
- HANDI HUT, MODEL #SR4-4, 6063-T52
- 10' x 10' ON A 12' x 12' x 6" THICK CONCRETE PAD.
- SHELTER TO HAVE BARREL ROOF, CLEAR ANODIZED, 1/4" TEMPERED GLASS AND 1/4" WHITE TWIN WALL POLYCARBONATE ROOF PANELS AND EXTRUDED ALUMINUM INTEGRATED INTERIOR BENCH/BACKREST.
- LOCATE PRE-FABRICATED SMOKING SHELTER AS SHOWN ON THE SITE PLAN.

ACCEPTABLE ALTERNATE MANUFACTURERS:
- SHELTERS DIRECT
- AUSTIN MOHAWK
- PORTAFAB CORPORATION

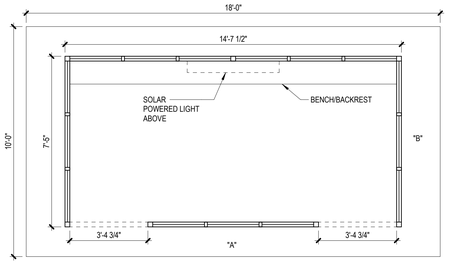
5 SMOKER'S SHELTER
3/8" = 1'-0"

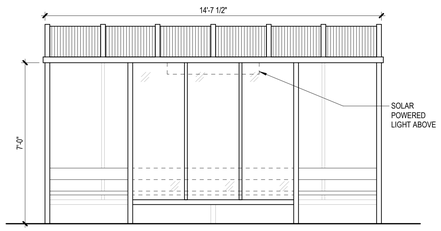


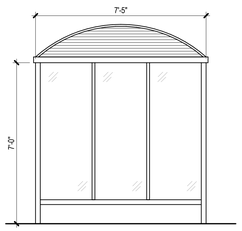
TYPICAL MONUMENT SIGN DESIGN (MS-1)
(SUBJECT TO CHANGE BASED ON LOCAL REGULATIONS AND SITE CONDITIONS.)
DIRECTIONAL ARROWS TO BE REVISED PER LOCATION OF SIGN.

NOTES:
1. **INCREASE FOOTING DEPTH AS REQUIRED TO MEET LOCAL FROST DEPTH**
2. **DESIGN VALID FOR 1500 PSF BEARING PRESSURE OR GREATER.**
3. **COORD. W/ GEOTECH AND STRUCTURAL**

1 MONUMENT SIGN
3/8" = 1'-0"



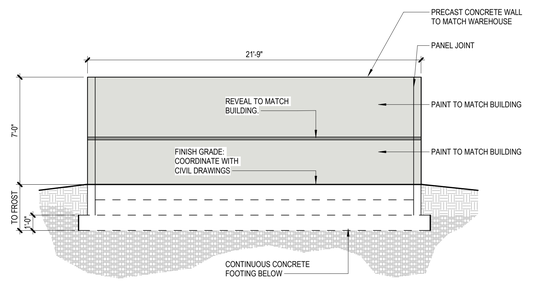




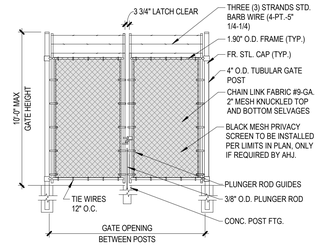
BASIS OF DESIGN
- HANDI HUT, MODEL #6-3WSB, 6063-T52.
- 8' x 18' ON A 10' x 18' x 6" THICK CONCRETE PAD.
- SHELTER TO HAVE BARREL ROOF, CLEAR ANODIZED, 1/4" TEMPERED GLASS AND 1/4" WHITE TWIN WALL POLYCARBONATE ROOF PANELS AND EXTRUDED ALUMINUM INTEGRATED INTERIOR BENCH/BACKREST.
- LOCATE PRE-FABRICATED RIDE SHARE SHELTER AS SHOWN ON THE SITE PLAN.

ACCEPTABLE ALTERNATE MANUFACTURERS:
- SHELTERS DIRECT
- AUSTIN MOHAWK
- PORTAFAB CORPORATION

6 RIDESHARE SHELTER
3/8" = 1'-0"

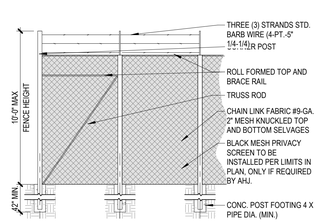


7 DUMPSTER ELEVATION
1/4" = 1'-0"



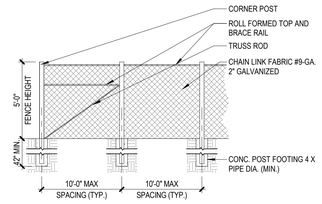
CHAIN LINK FENCE WITH BARBED WIRE DOUBLE SWINGING GATE DETAIL

INSTALL GALVANIZED CHAIN LINK FENCE AND GATES. COORDINATE LOCATION, DIMENSIONS AND REQUIREMENTS WITH SITE PLAN AND AHJ.



CHAIN LINK FENCE WITH BARBED WIRE CORNER AND LINE SECTIONS DETAIL

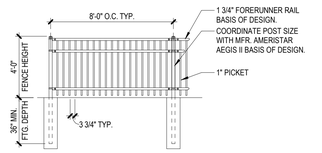
2 CHAIN LINK FENCE AND GATE TYP. DETAIL
1/4" = 1'-0"



CHAIN LINK FENCE CORNER AND LINE SECTIONS DETAIL

INSTALL BLACK VINYL COATED CHAIN LINK FENCE. PVC COATED ONLY WHEN REQUIRED BY AHJ. COORDINATE LOCATION, DIMENSIONS AND REQUIREMENTS WITH SITE PLAN AND AHJ.

3 PEDESTRIAN CHAIN LINK FENCE AND GATE TYP. DETAIL
1/4" = 1'-0"



ORNAMENTAL FENCE TYPICAL DETAIL

POST SIZE DEPENDS ON FENCE HEIGHT AND WIND LOADS.
BASIS OF DESIGN: AMERISTAR AEGIS II FENCE, GALVANIZED STEEL WITH A TWO-COAT POWDER COAT SYSTEM, BLACK IN COLOR.
COORDINATE LOCATION, DIMENSIONS AND REQUIREMENTS WITH SITE PLAN AND AHJ.

4 ORNAMENTAL FENCE TYP. DETAIL
1/4" = 1'-0"

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PROJECT COOPER
SOUTH MAIN STREET AND CONGRESS PARKWAY
CRYSTAL LAKE, IL 60012

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ISSUANCE
ZONING AND ANNEXATION APPLICATION

10/15/2021

REVISIONS
NO. DATE DESCRIPTION

FILE NUMBER	8346013
PROJECT MANAGER	DMH
PROFESSIONAL	SDW
DRAWN BY	MEO
CHECKED BY	DMH/KSJ

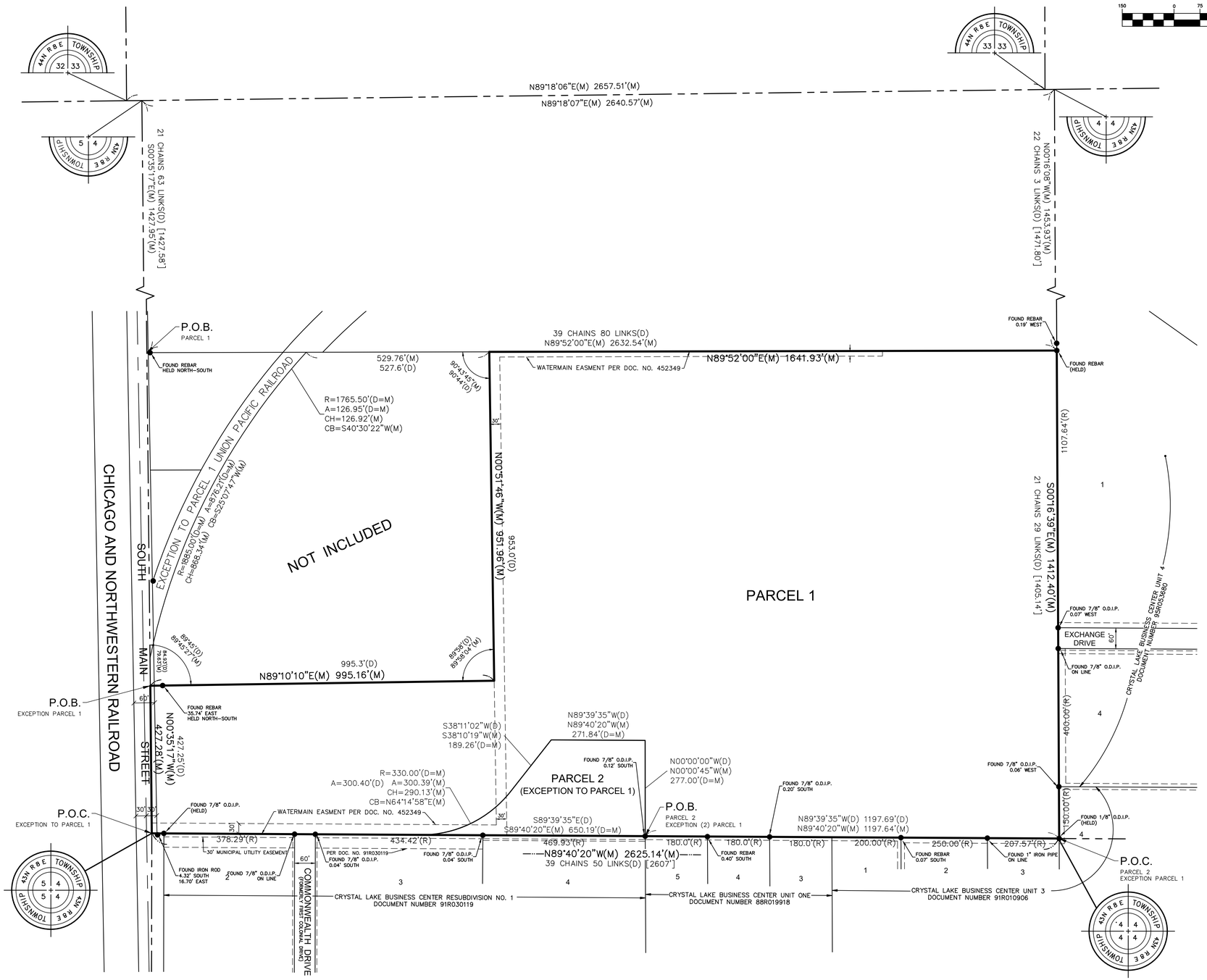
SITE SIGNS, SHELTERS AND DETAILS
A3.0

PLAT OF SUBDIVISION
FIRST ADDITION TO CRYSTAL LAKE BUSINESS CENTER

PART OF THE NORTHWEST 1/4 OF SECTION 4,
TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS.

P.I.N. 19-04-176-003
P.I.N. 19-04-176-004
P.I.N. 19-04-152-003
P.I.N. 19-04-152-004

GRAPHIC SCALE
150 0 75 150 300 600
(IN FEET)
1 inch = 150 ft.



LEGEND

- ● SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- ■ SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- \+ SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

LINE LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE

NO.	DATE: 9/30/21	PC N/A	DRAWN BY MRA	CHECKED BY SK	BOOK N/A PG N/A
	REVISIONS				DATE / BY

CLIENT: Kimley»Horn
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4201 WINFIELD ROAD, SUITE 600,
WARRENVILLE, IL 60555
PHONE: 630-487-6550
WWW.KIMLEY-HORN.COM

PROJECT: DHC9 - Crystal Lake
S. Main St & Congress Pkwy

COMPASS SURVEYING LTD
ALTA SURVEYS ● TOPOGRAPHY ● CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-9181 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 150'

1 OF 3

PROJ. NO.: 21.0205-01

J:\PSDATA\2021 PROJECTS\21.0205\21.0205-02 SUBDIVISION\21.0205-02 POSUBD.DWG

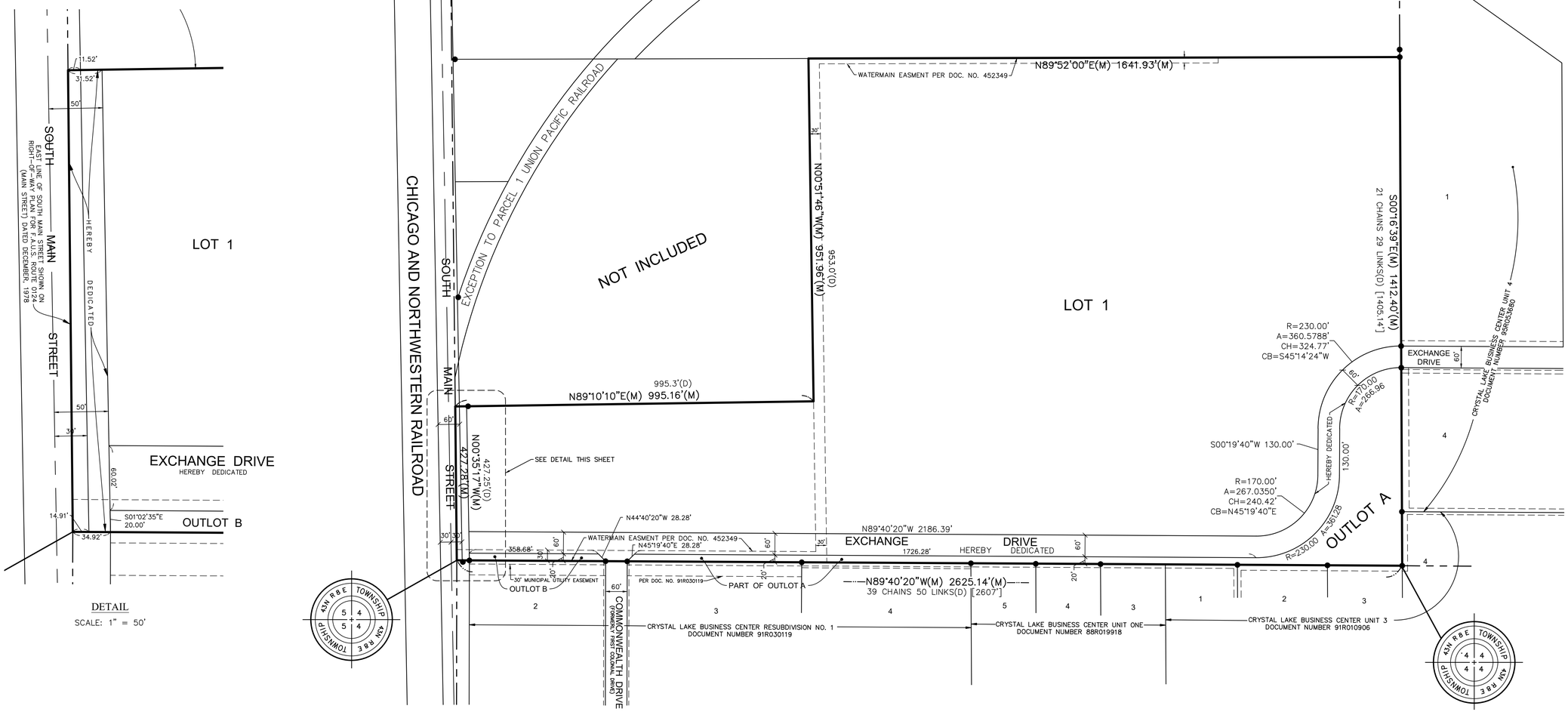
PLAT OF SUBDIVISION
FIRST ADDITION TO CRYSTAL LAKE BUSINESS CENTER

PART OF THE NORTHWEST 1/4 OF SECTION 4,
TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS.

P.I.N. 19-04-176-003
P.I.N. 19-04-176-004
P.I.N. 19-04-152-003
P.I.N. 19-04-152-004

GRAPHIC SCALE

150 0 75 150 300 600
(IN FEET)
1 inch = 150 ft.



LEGEND

- ● SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- ■ SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- \+ SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

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LINE LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE

AREA SUMMARY

TOTAL	2,733,904 SQUARE FEET	OR	62.761 ACRES
LOT 1	2,394,580 SQUARE FEET	OR	54.972 ACRES
OUTLOT A	139,535 SQUARE FEET	OR	3.203 ACRES
OUTLOT B	7,369 SQUARE FEET	OR	0.169 ACRES
EXCHANGE DR. DEDICATION	178,216 SQUARE FEET	OR	4.091 ACRES
HEREBY DEDICATED	14,204 SQUARE FEET	OR	0.326 ACRES
NET AREA	2,541,484 SQUARE FEET	OR	58.344 ACRES

(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

NO.	DATE: 9/30/21	PC N/A	DRAWN BY MRA	CHECKED BY SK	BOOK N/A PG N/A
	REVISIONS				DATE / BY

CLIENT: Kimley»Horn
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4201 WINFIELD ROAD, SUITE 600,
WARRENVILLE, IL 60555
PHONE: (630) 487-6550
WWW.KIMLEY-HORN.COM

PROJECT: DHC9 - Crystal Lake
S. Main St & Congress Pkwy

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-9030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 150'

PROJ. NO.: 21.0205-02

J:\PSDATA\2021 PROJECTS\21.0205\21.0205-02 SUBDIVISION\21.0205-02 POSUBD.DWG

PLAT OF SUBDIVISION
FIRST ADDITION TO CRYSTAL LAKE BUSINESS CENTER

PART OF THE NORTHWEST 1/4 OF SECTION 4,
TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS.

P.I.N. 19-04-176-003
P.I.N. 19-04-176-004
P.I.N. 19-04-152-003
P.I.N. 19-04-152-004

OWNER'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, LLC, A _____ LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICT _____.

DATED AT _____, _____, THIS _____ DAY OF _____,
A.D., 20 ____.

OWNER NAME: _____ ADDRESS: _____

BY: _____
SIGNATURE
TITLE: _____
PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____ , A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____(PRINT NAME), _____ (TITLE) OF SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D., 20____

_____
NOTARY PUBLIC SIGNATURE

_____
(PRINT NAME)

MORTGAGEE'S CERTIFICATE

STATE OF _____)
)SS
COUNTY OF _____)

_____ , AS MORTGAGEE UNDER

PROVISIONS OF A CERTAIN MORTGAGE DATED _____

AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY,

ILLINOIS, AS DOCUMENT NUMBER _____ , HEREBY CONSENTS TO RECORDING OF THE PLAT HEREIN SHOWN.

DATED AT _____ , THIS _____ DAY

OF _____ , A.D., 20 _____ .

BY: _____ BY: _____

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF _____)
)SS
COUNTY OF _____)

I, _____ , A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____ (TITLE) AND _____

(TITLE) OF _____ (COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING MORTGAGEE'S CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AN DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY

OF _____ A.D., 20_____ .

BY: _____
NOTARY PUBLIC

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____ , OWNER(S) AND I, _____ , PROFESSIONAL ENGINEER OF THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OF ANY PART THEREOF,OR, IF SUCH CHANGES OCCUR, ADEQUATE PROVISIONS HAVE BEEN MADE GOT THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJOINING LAND OWNERS IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

_____
OWNER(S)

_____
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____, CHAIRMAN OF THE CRYSTAL LAKE PLANNING AND ZONING COMMISSION, DO HEREBY CERTIFY THAT ON THIS _____ DAY OF_____, 20_____, THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF CRYSTAL LAKE.

_____
CHAIRMAN

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

APPROVED BY THE CITY COUNCIL OF CRYSTAL LAKE, ILLINOIS THIS _____ DAY OF _____, 20____, A.D.

_____
MAYOR

_____
ATTEST: CITY CLERK

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____ , COUNTY CLERK IN MCHENRY COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX AGAINST ANY OF THE LAND INCLUDED IN THE ATTACHED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT WOODSTOCK, ILLINOIS,

THIS _____ DAY OF _____, 20____ , A.D.

_____
MCHENRY COUNTY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

THIS INSTRUMENT FILED FOR RECORD IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS ON

THIS _____ DAY OF _____ , 20____, A.D. AT _____O'CLOCK ___M.

AND RECORDED AS DOCUMENT NUMBER _____.

_____
MCHENRY COUNTY RECORDER

SURVEYOR'S AUTHORIZATION TO RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I HEREBY DESIGNATE _____, AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS _____ DAY OF_____, 20_____, AT AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2023

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509

EXPIRES 11/30/2022

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, SCOTT C. KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

PARCEL 1:

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 21 CHAINS AND 63 LINKS SOUTH OF THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4 FOR A PLACE OF BEGINNING; THENCE EAST 39 CHAINS AND 80 LINKS TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, 22 CHAINS AND 3 LINKS SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE, 21 CHAINS AND 29 LINKS, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 39 CHAINS AND 50 LINKS TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM ALL THAT PORTION THEREOF WHICH WAS CONVEYED BY CLEM C. CRAIN AND WIFE TO THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED RECORDED IN BOOK 180, PAGE 11, ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING NORTHWESTERLY OF THE PIECE SO CONVEYED; ALSO EXCEPTING THAT PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 4 AND RUNNING THENCE NORTH ALONG THE WEST LINE THEREOF, 427.25 FEET FOR A PLACE OF BEGINNING; THENCE EAST ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 45 MINUTES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 995.3 FEET; THENCE NORTH ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 58 MINUTES WITH THE LAST DESCRIBED COURSE AS MEASURED FROM WEST TO NORTH, 953.0 FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES, 44 MINUTES WITH THE LAST DESCRIBED COURSE, AS MEASURED FROM SOUTH TO WEST, 527.6 FEET TO THE SOUTHEASTERLY. RIGHT OF WAY LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1765.5 FEET, A DISTANCE OF 126.95 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1885 FEET, A DISTANCE OF 876.21 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, 84.93 FEET TO THE PLACE OF BEGINNING, ALSO, EXCEPTING THEREFROM THAT PART BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CIRCLE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUSP; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 650.19 TO THE PLACE OF BEGINNING), IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CIRCLE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUSP; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 650.19 TO THE POINT OF BEGINNING, IN THE COUNTY OF MCHENRY, STATE OF ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. THIS SUBDIVISION IS WITHIN THE CITY OF CRYSTAL LAKE WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBERS 17111C0335J AND 17111C0327J, HAVING A REVISED DATE OF NOVEMBER 16, 2008.

GIVEN UNDER MY HAND AND SEAL AT AURORA , ILLINOIS THIS_____ DAY OF _____, 20_____.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2023

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/2022

DATE: 9/30/21	PC N/A	DRAWN BY MRA	CHECKED BY SK	BOOK N/A PG N/A
NO.	REVISIONS		DATE	BY

CLIENT: Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600,
WARRENVILLE, IL 60555
PHONE: (630) 487-6500
WWW.KIMLEY-HORN.COM

PROJECT: DHC9 - Crystal Lake
S. Main St & Congress Pkwy

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-9030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 150'

3 OF 3

PROJ. NO.: 21.0205-02

J:\PSDATA\2021 PROJECTS\21.0205\21.0205-02 SUBDIVISION\21.0205-02 POSUBD.DWG

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY



VICINITY MAP
NO SCALE

LEGAL DESCRIPTION – PARCEL 1

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 21 CHAINS AND 63 LINKS SOUTH OF THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4 FOR A PLACE OF BEGINNING; THENCE EAST 39 CHAINS AND 80 LINKS TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, 22 CHAINS AND 3 LINKS SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE, 21 CHAINS AND 29 LINKS, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 39 CHAINS AND 50 LINKS TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM ALL THAT PORTION THEREOF WHICH WAS CONVEYED BY CLEM C. CRAIN AND WIFE TO THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED RECORDED IN BOOK 180, PAGE 11, ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING NORTHWESTERLY OF THE PIECE SO CONVEYED; ALSO EXCEPTING THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 4 AND RUNNING THENCE NORTH ALONG THE WEST LINE THEREOF, 427.25 FEET FOR A PLACE OF BEGINNING; THENCE EAST ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 45 MINUTES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 995.3 FEET; THENCE NORTH ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 58 MINUTES WITH THE LAST DESCRIBED COURSE AS MEASURED FROM WEST TO NORTH, 953.0 FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES, 44 MINUTES WITH THE LAST DESCRIBED COURSE, AS MEASURED FROM SOUTH TO WEST, 527.6 FEET TO THE SOUTHEASTERLY, RIGHT OF WAY LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1785.5 FEET, A DISTANCE OF 126.95 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1885 FEET, A DISTANCE OF 876.21 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, 84.93 FEET TO THE PLACE OF BEGINNING, ALSO, EXCEPTING THEREFROM THAT PART BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CIRCLE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUSP; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 650.19 TO THE PLACE OF BEGINNING), IN MCHENRY COUNTY, ILLINOIS.

LEGAL DESCRIPTION – PARCEL 2

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A CIRCLE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUSP; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 650.19 TO THE POINT OF BEGINNING, IN THE COUNTY OF MCHENRY, STATE OF ILLINOIS.

SCHEDULE B EXCEPTIONS – PARCEL1

SHOWN OR NOTED HEREON

3 PERMIT IN FAVOR OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, ITS SUCCESSORS AND ASSIGNS, RECORDED SEPTEMBER 11, 1912 IN BOOK 1 MISC. RECORDS, PAGE 380, AND THE TERMS AND PROVISIONS THEREOF.

4 GRANT OF EASEMENT FOR WATER MAINS BY AND BETWEEN NAPCO INDUSTRIES, INC. AND THE CITY OF CRYSTAL LAKE, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, RECORDED DECEMBER 8, 1965 AS DOCUMENT 452349, AND THE TERMS AND PROVISIONS THEREOF.

5 RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS, IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

6 RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

SCHEDULE B EXCEPTIONS 1, 2 AND 7 ARE NOT SURVEY RELATED AND THEREFORE NOT SHOWN

SCHEDULE B EXCEPTIONS – PARCEL 2

SHOWN OR NOTED HEREON

3 GRANT OF EASEMENT FOR WATER MAINS BY AND BETWEEN NAPCO INDUSTRIES, INC. AND THE CITY OF CRYSTAL LAKE, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, RECORDED DECEMBER 8, 1965 AS DOCUMENT 452349, AND THE TERMS AND PROVISIONS THEREOF.

4 RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

SCHEDULE B EXCEPTIONS 1, 2, 5 AND ARE NOT SURVEY RELATED AND THEREFORE NOT SHOWN

ABBREVIATIONS

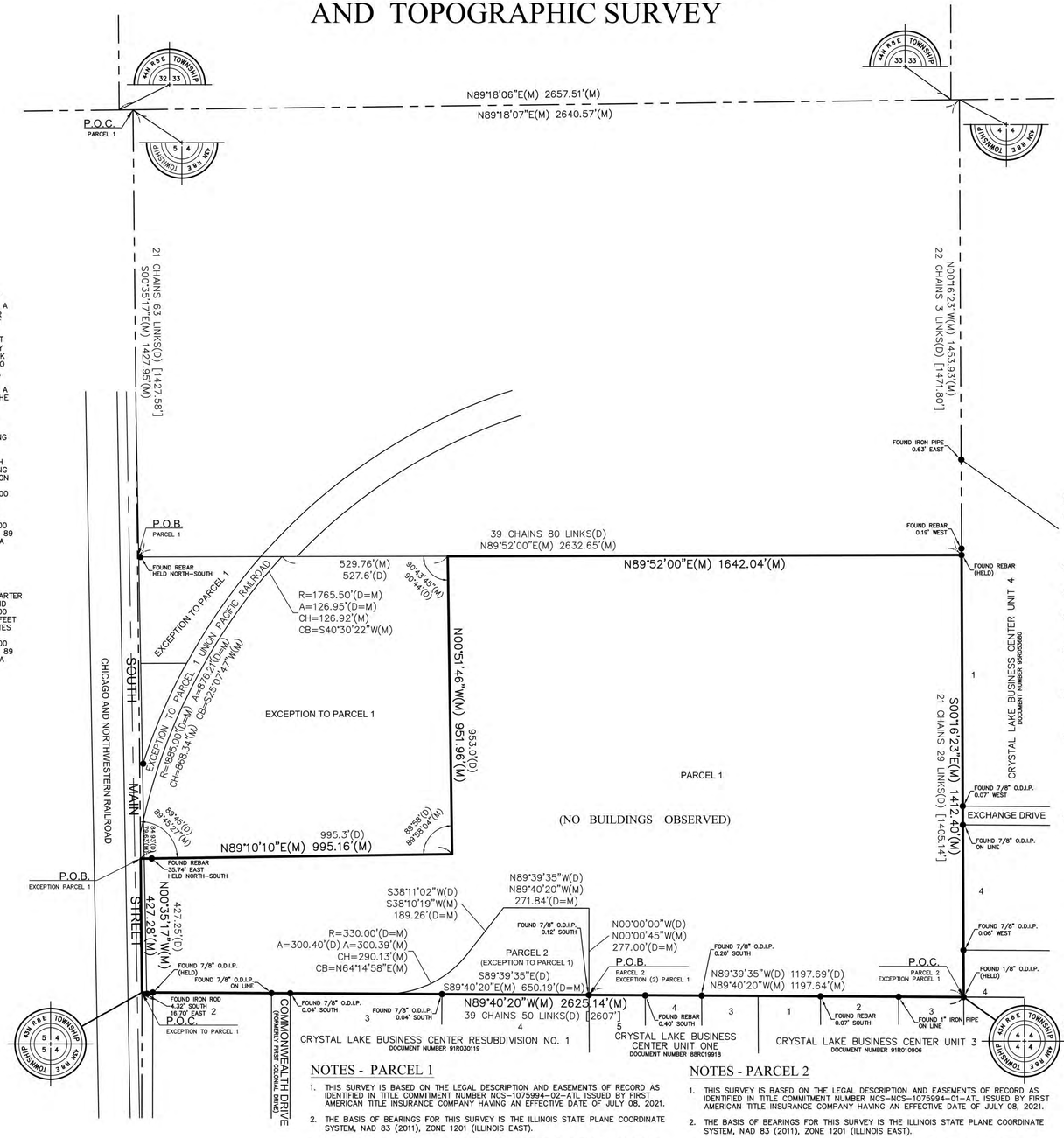
O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
TF = TOP OF FOUNDATION
FF = FINISHED FLOOR
FES = FLARED END SECTION
VCP = VITRIFIED CLAY PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
N = NORTH
S = SOUTH
E = EAST
W = WEST
A = ARC LENGTH
R = RADIUS
CH = CHORD
CB = CHORD BEARING
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
BC = BACK OF CURB
BDC = BACK OF DEPRESSED
FL = FLOW LINE
C = CONCRETE
P = PAVEMENT
G = GRAVEL
EW = EDGE OF WALK
TW = TOP OF WALL
TP = TOP OF PIPE
IE = INVERT ELEVATION
PL = PROPERTY LINE
DS = DOWN SPOUT
S.F. = SQUARE FEET
SL = SHORE LINE
TSF = TRANSFORMER
B = PAVERS

LINE LEGEND

- LIMITS OF LAND PER LEGAL DESCRIPTION
- ADJACENT LAND PARCEL LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE
- EXISTING CONTOUR

LEGEND

- FOUND 7/8" O.D.I.P. UNLESS OTHERWISE NOTED (HELD LOCATION)
- CONCRETE MONUMENT
- CROSS IN CONCRETE
- MANHOLE
- STORM STRUCTURE
- SANITARY MANHOLE
- CLEANOUT
- FLARED END SECTION
- TRANSFORMER PAD
- ELECTRIC MANHOLE
- ELECTRIC BOX
- ELECTRIC PEDESTAL
- ELECTRIC MARKER
- ELECTRIC METER
- UTILITY POLE
- UTILITY POLE W/LIGHT
- UTILITY POLE W/TSF
- GUY POLE
- OVERHEAD TRAFFIC SIGNAL
- TRAFFIC SIGNAL MANHOLE
- LIGHT
- LIGHT POLE
- HAND HOLE
- VALVE VAULT
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- POST INDICATOR VALVE
- SIAMESE WATER CONNECTION
- WATER METER
- VALVE BOX
- B/BOX
- SPRINKLER CONTROL VALVE
- TELEPHONE MANHOLE
- TELEPHONE NETWORK INTERFACE
- TELEPHONE MARKER
- TELEPHONE PEDESTAL
- CABLE TELEVISION PEDESTAL
- CONTROL BOX
- WETLAND FLAG
- GAS METER
- GAS VALVE
- GAS MARKER
- DOWN SPOUT
- BORING HOLE
- MONITORING WELL
- GATE POST
- BOLLARD POLE
- SIGN
- FLAG POLE
- MAILBOX
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC LINE
- OVERHEAD WIRES
- TELEPHONE LINE
- CONIFEROUS TREE W/APPROX. DIAMETER
- DECIDUOUS TREE W/APPROX. DIAMETER MS=MULTI-STEM (DRIP LINE SHOWN IS APPROXIMATE)
- TREE LINE
- + ELEVATION
- BITUMINOUS PAVEMENT
- CONCRETE SURFACE
- DEPRESSED CURB
- GRAVEL SURFACE
- LANDSCAPE AREA
- STONE SURFACE
- DETECTABLE TACTILE WARNING SURFACE
- BRICK PAVERS
- WOOD FENCE
- CHAIN LINK FENCE
- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC ARM



NOTES - PARCEL 1

1. THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION AND EASEMENTS OF RECORD AS IDENTIFIED IN TITLE COMMITMENT NUMBER NCS-1075994-02-ATL ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF JULY 08, 2021.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201 (ILLINOIS EAST).
3. THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170732 0335 J, MAP NUMBER 17111C0335J AND MAP 17111C0327J, BOTH HAVING AN EFFECTIVE DATE OF NOVEMBER 16, 2068,
4. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS, AND IS BASED ON FIELD WORK PERFORMED ON 08/05/2021.
5. THE SURVEYOR CONTACTED J.U.L.I.E. FOR A DESIGN STAGE REQUEST FOR THIS SITE WHICH WAS ASSIGNED A DIG NUMBER OF 194 2351. INQUIRIES WERE SENT OUT TO THE VARIOUS UTILITY COMPANIES REQUESTING MAPS AND/OR ATLASES OF THEIR RESPECTIVE FACILITIES. THE INFORMATION RECEIVED TO DATE IS SHOWN HEREON.
6. IN ACCORDANCE WITH TABLE A ITEMS 6(A) AND 6(B), A ZONING REPORT OR LETTER WAS NOT PROVIDED TO THE SURVEYOR FOR REVIEW.
7. IN ACCORDANCE WITH TABLE A ITEM 17, NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES BASED ON INFORMATION RECEIVED FROM THE CONTROLLING JURISDICTION AT THE TIME OF THE SURVEY. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
8. THERE WERE NO DRAINAGE TILE MARKINGS OBSERVED. DITCHES ARE BASED ON OBSERVATIONS AT THE TIME OF THE SURVEY. THERE WERE NO RECORDED EASEMENTS IDENTIFIED IN THE TITLE COMMITMENT REGARDING THESE ITEMS. NOT PLOTTABLE.

NOTES - PARCEL 2

1. THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION AND EASEMENTS OF RECORD AS IDENTIFIED IN TITLE COMMITMENT NUMBER NCS-NCS-1075994-01-ATL ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF JULY 08, 2021.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201 (ILLINOIS EAST).
3. THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170732 0335 J, MAP NUMBER 17111C0335J AND MAP 17111C0327J, BOTH HAVING AN EFFECTIVE DATE OF NOVEMBER 16, 2068,
4. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS, AND IS BASED ON FIELD WORK PERFORMED ON 08/05/2021.
5. THE SURVEYOR CONTACTED J.U.L.I.E. FOR A DESIGN STAGE REQUEST FOR THIS SITE WHICH WAS ASSIGNED A DIG NUMBER OF 194 2351. INQUIRIES WERE SENT OUT TO THE VARIOUS UTILITY COMPANIES REQUESTING MAPS AND/OR ATLASES OF THEIR RESPECTIVE FACILITIES. THE INFORMATION RECEIVED TO DATE IS SHOWN HEREON.
6. IN ACCORDANCE WITH TABLE A ITEMS 6(A) AND 6(B), A ZONING REPORT OR LETTER WAS NOT PROVIDED TO THE SURVEYOR FOR REVIEW.
7. IN ACCORDANCE WITH TABLE A ITEM 17, NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES BASED ON INFORMATION RECEIVED FROM THE CONTROLLING JURISDICTION AT THE TIME OF THE SURVEY. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
8. THERE WERE NO DRAINAGE TILE MARKINGS OBSERVED. DITCHES ARE BASED ON OBSERVATIONS AT THE TIME OF THE SURVEY. THERE WERE NO RECORDED EASEMENTS IDENTIFIED IN THE TITLE COMMITMENT REGARDING THESE ITEMS. NOT PLOTTABLE.

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

AREA SUMMARY
(TO HEAVY LINES)
2,733,980 SQUARE FEET
OR
62.763 ACRES
(BASED ON MEASURED VALUES)

GRID NORTH

GENERAL NOTES

1. THE LEGAL DESCRIPTION ON AND DEPICTION OF THE SUBJECT PROPERTY CONTAINED IN THE SURVEY DESCRIBE AND DEPICT THE SAME PROPERTY DESCRIBED IN THE LEGAL DESCRIPTIONS CONTAINED IN THAT CERTAIN TITLE COMMITMENT NUMBERS NCS-1075994-02-ATL AND NCS-1075994-01-ATL ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATES OF JULY 08, 2021.
2. THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITHIN ACCEPTABLE TOLERANCES.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201 (ILLINOIS EAST).
4. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS, AND IS BASED ON FIELD WORK PERFORMED ON AUGUST 23, 2021.
5. THE SUBJECT PROPERTY ABUTS, WITHOUT GAPS, GORES OR STRIPS, AND HAS PHYSICAL VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM SOUTH MAIN STREET, EXCHANGE DRIVE AND COMMONWEALTH DRIVE, ALL DEDICATED PUBLIC RIGHT(S) OF WAY.
6. THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170732 0335 J, MAP NUMBER 17111C0335J AND MAP 17111C0327J, BOTH HAVING AN EFFECTIVE DATE OF NOVEMBER 16, 2068.
7. OBSERVED EVIDENCE WHICH MAY INDICATE UTILITIES LOCATED ON, OVER, OR BENEATH THE SURVEYED PROPERTY AND ALSO WITHIN THE RIGHT-OF-WAYS ADJOINING THE SURVEYED PROPERTY IS SHOWN HEREON. THE SURVEYOR CONTACTED J.U.L.I.E. (JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS) FOR A DESIGN STAGE REQUEST FOR THIS SITE WHICH WAS ASSIGNED A DIG NUMBER OF 194 2351. INQUIRIES WERE SENT OUT TO THE VARIOUS UTILITY COMPANIES REQUESTING MAPS AND/OR ATLASES OF THEIR RESPECTIVE FACILITIES. THE INFORMATION RECEIVED TO DATE IS SHOWN HEREON.
8. BASED ON A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY AND REVIEW OF MATTERS OF RECORD PROVIDED BY THE TITLE COMPANY OR CLIENT:

   (i) IN ACCORDANCE WITH TABLE A ITEMS 6(A) AND 6(B), A ZONING REPORT WAS NOT PROVIDED TO THE SURVEYOR.
   (ii) THE EVIDENCE, LOCATION, AND EXTENT OF STRUCTURAL APPURTENANCES AND PROJECTIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK BY OR ONTO ADJOINING PROPERTY, OR ONTO RIGHTS OF WAY, EASEMENTS, OR SETBACK LINES DISCLOSED IN DOCUMENTS PROVIDED TO THE SURVEYOR, ARE SHOWN HEREON.
   (iii) THE CHARACTER AND LOCATION OF IMPROVEMENTS WITHIN FIVE FEET OF EACH SIDE OF THE BOUNDARY LINES OBSERVED IN THE PROCESS OF CONDUCTING FIELD WORK ARE SHOWN OR NOTED HEREON.
   (iv) OBSERVED EVIDENCE OF SPRINGS, STREAMS, CREEKS, RIVERS, PONDS, LAKES, CEMETERIES OR BURIAL GROUNDS ARE SHOWN OR NOTED HEREON.
   (v) NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
   (v) NO PROPOSED CHANGES IN THE STREET RIGHT OF WAY LINES BASED ON INFORMATION RECEIVED FROM THE CONTROLLING JURISDICTION AT THE TIME OF THE SURVEY. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
   (vi) THERE WERE NO WETLAND DELINEATION MARKERS OBSERVED IN THE PROCESS OF CONDUCTING FIELD WORK.
   (viii) THERE WAS NO EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OBSERVED IN THE PROCESS OF CONDUCTING FIELD WORK.
9. THE SURVEY SHOWS:
   (i) OBSERVED EVIDENCE OF UTILITIES ON OR IMMEDIATELY ADJOINING THE SURVEYED PROPERTY.
   (ii) DRAINAGE PATTERNS ON AND IMMEDIATELY ADJOINING THE SURVEYED SITE ARE INDICATED BY THE TOPOGRAPHY SHOWN HEREON.
   (iii) THE LOCATION AND CHARACTER OF PHYSICAL VEHICULAR, PEDESTRIAN, OR OTHER FORMS OF ACCESS BY OTHER THAN THE APPARENT OCCUPANTS OF THE SURVEYED PROPERTY TO OR ACROSS THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

SURVEYOR'S CERTIFICATION

TO: AMAZON.COM, INC. AND THEIR RESPECTIVE AFFILIATES, SUCCESSORS AND ASSIGNS AND FIRST AMERICAN 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 2021 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, 6(A), 6(B), 8, 9, 11(A), 13, 14, 16, 17, 18 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 08/12/2021.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2023

DATE OF PLAT OR MAP: 08/27/2021

BY: _____
SCOTT C. KREBS
IL PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/22

PROFESSIONAL LAND SURVEYOR SCOTT C. KREBS 35-3509 AURORA, ILLINOIS STATE OF ILLINOIS

J:\PSDATA\2021 PROJECTS\21.0205\21.0205 LTS TOPO.DWG

Know what's below. Call before you dig.

UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE STRUCTURES, HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

NO.	REVISIONS	DATE	BY
1.	PER IN HOUSE REVIEW	09-15-21	RHM

DATE: 08-25-21 | PC CS | DRAWN BY RHM | CHECKED BY SK | BOOK | PG 25

CLIENT: Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600,
WARRENVILLE, IL 60555
PHONE: (630) 487-9900
WWW.KIMLEY-HORN.COM

PROJECT: DHG - Crystal Lake
S. Main St & Congress Pkwy

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-9030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 200'

1 OF 7

PROJ. NO.: 21.0205

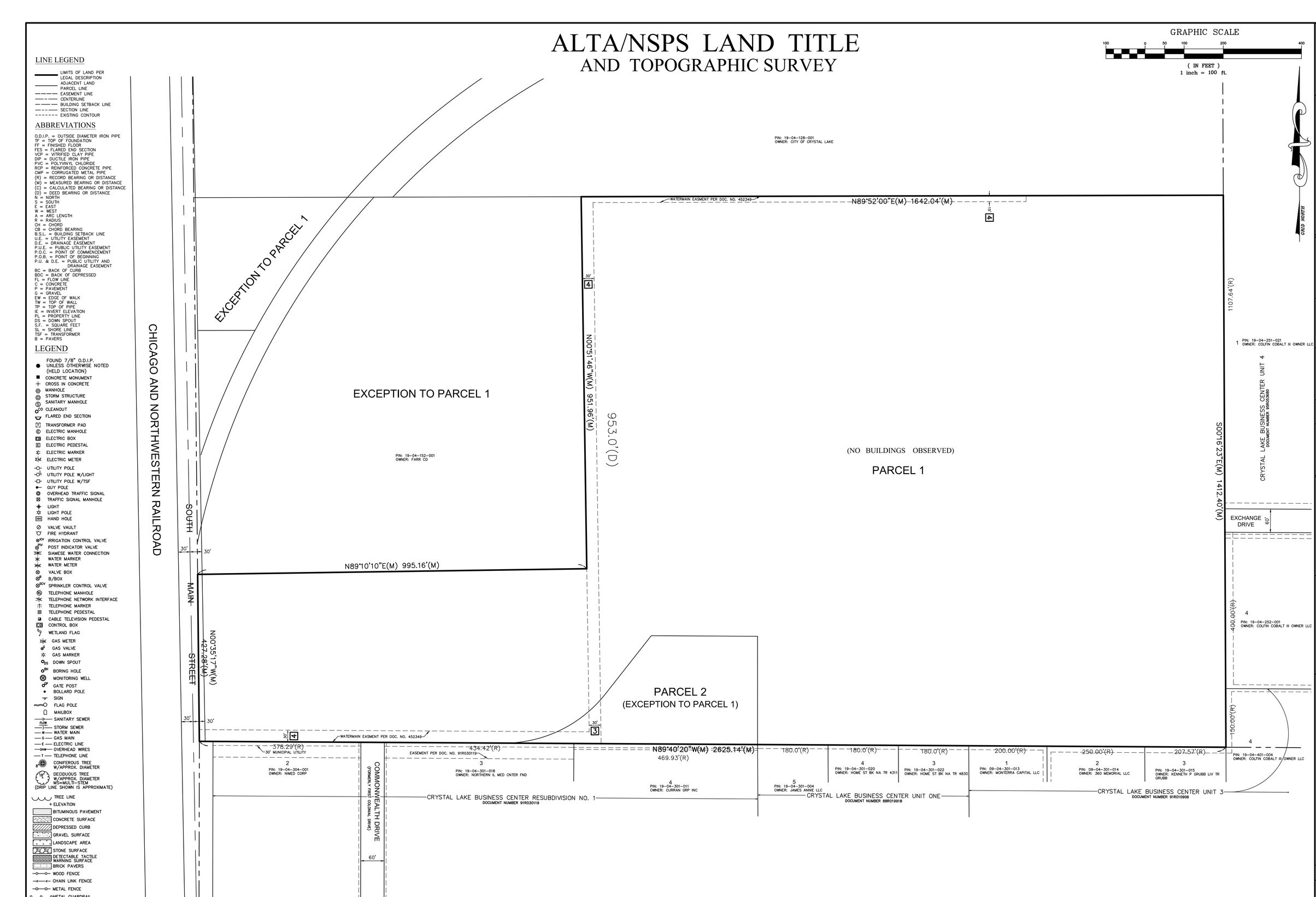
ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

LINE LEGEND
- LIMITS OF LAND PER LEGAL DESCRIPTION
- ADJACENT LAND PARCEL LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE
- EXISTING CONTOUR

ABBREVIATIONS
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LEGEND
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- CONCRETE MONUMENT
- CROSS IN CONCRETE
- MANHOLE
- STORM STRUCTURE
- SANITARY MANHOLE
- CLEANOUT
- FLARED END SECTION
- TRANSFORMER PAD
- ELECTRIC MANHOLE
- ELECTRIC BOX
- ELECTRIC PEDESTAL
- ELECTRIC MARKER
- ELECTRIC METER
- UTILITY POLE
- UTILITY POLE W/LIGHT
- UTILITY POLE W/TSF
- GUY POLE
- OVERHEAD TRAFFIC SIGNAL
- TRAFFIC SIGNAL MANHOLE
- LIGHT
- LIGHT POLE
- HAND HOLE
- VALVE VAULT
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- POST INDICATOR VALVE
- SIAMESE WATER CONNECTION
- WATER MARKER
- WATER METER
- VALVE BOX
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- SPRINKLER CONTROL VALVE
- TELEPHONE MANHOLE
- TELEPHONE NETWORK INTERFACE
- TELEPHONE MARKER
- TELEPHONE PEDESTAL
- CABLE TELEVISION PEDESTAL
- CONTROL BOX
- WETLAND FLAG
- GAS METER
- GAS VALVE
- GAS MARKER
- DOWN SPOUT
- BORING HOLE
- MONITORING WELL
- GATE POST
- BOLLARD POLE
- SIGN
- FLAG POLE
- MAILBOX
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC LINE
- OVERHEAD WIRES
- TELEPHONE LINE
- CONIFEROUS TREE W/APPROX. DIAMETER
- DECIDUOUS TREE W/APPROX. DIAMETER MS=MULTI-STEM (DRIP LINE SHOWN IS APPROXIMATE)
- TREE LINE
- ELEVATION
- BITUMINOUS PAVEMENT
- CONCRETE SURFACE
- DEPRESSED CURB
- GRAVEL SURFACE
- LANDSCAPE AREA
- STONE SURFACE
- DETECTABLE TACTILE WARNING SURFACE
- BRICK PAVERS
- WOOD FENCE
- CHAIN LINK FENCE
- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC ARM



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DATE: 08-25-21	PC CS	DRAWN BY RHM	CHECKED BY SK	BOOK	PG 25

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1.	PER IN HOUSE REVIEW	09-15-21	RHM

CLIENT: Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600,
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PHONE: (630) 487-6550
WWW.KIMLEY-HORN.COM

PROJECT: DHC9 - Crystal Lake
S. Main St & Congress Pkwy

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-9030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 100'

2 OF 7

PROJ. NO.: 21.0205

J:\PSDATA\2021 PROJECTS\21.0205\21.0205 LTS TOPO.DWG

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

LINE LEGEND

- LIMITS OF LAND PER LEGAL DESCRIPTION
- ADJACENT LAND PARCEL LINE
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LEGEND

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- CONCRETE MONUMENT
- CROSS IN CONCRETE
- MANHOLE
- STORM STRUCTURE
- SANITARY MANHOLE
- CLEANOUT
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- TRANSFORMER PAD
- ELECTRIC MANHOLE
- ELECTRIC BOX
- ELECTRIC PEDESTAL
- ELECTRIC MARKER
- ELECTRIC METER
- UTILITY POLE
- UTILITY POLE W/LIGHT
- UTILITY POLE W/TSF
- GUY POLE
- OVERHEAD TRAFFIC SIGNAL
- TRAFFIC SIGNAL MANHOLE
- LIGHT
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- HAND HOLE
- VALVE VAULT
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- CONTROL BOX
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- GAS METER
- GAS VALVE
- GAS MARKER
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- BORING HOLE
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- TREE LINE
- + ELEVATION
- BITUMINOUS PAVEMENT
- CONCRETE SURFACE
- DEPRESSED CURB
- GRAVEL SURFACE
- LANDSCAPE AREA
- STONE SURFACE
- DETECTABLE TACTILE WARNING SURFACE
- BRICK PAVERS
- WOOD FENCE
- CHAIN LINK FENCE
- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC ARM

WATER MANHOLE CLOSED
4' DIA. CONCRETE
RIM=921.53
TP=915.27(E-W-N)12"DIP

WATER MANHOLE CLOSED
4' DIA. CONCRETE
RIM=914.52
TP=908.27(E-W)8"DIP

WATER VALVE
RIM=912.44

GRID NORTH

J:\PSDATA\2021 PROJECTS\21.0205\21.0205 LTS TOPO.DWG

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CLIENT

Kimley»Horn

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PROJECT

DHC9 - Crystal Lake
S. Main St & Congress Pkwy

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AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-9030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 40'

3 OF 7

PROJ. NO.: 21.0205

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

GRID NORTH

LINE LEGEND

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- BRICK PAVERS
- WOOD FENCE
- CHAIN LINK FENCE
- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC ARM

WATER MANHOLE
CLOSED
4' DIA. CONCRETE
RIM=924.58
(E-W)
WITH DEBRIS FILLED

WATER MANHOLE
RIM=927.31

SITE BENCHMARK #5

J:\PSDATA\2021 PROJECTS\21.0205\21.0205 LTS TOPO.DWG

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SCALE: 1" = 40'

PROJ. NO.: 21.0205

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE

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(IN FEET)
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GRID NORTH

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- GRAVEL SURFACE
- LANDSCAPE AREA
- STONE SURFACE
- DETECTABLE TACTILE WARNING SURFACE
- BRICK PAVERS
- WOOD FENCE
- CHAIN LINK FENCE
- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC ARM

WATER MANHOLE
CLOSED
4" DIA. CONCRETE
RIM=922.81
TP=916.78(E-W)12" DIP

STORM STRUCTURE
RIM=919.74

STORM STRUCTURE
RIM=919.08

WATER VALVE
RIM=922.03

WATER MANHOLE
RIM=921.27

WATER MANHOLE
RIM=920.66

STORM STRUCTURE
RIM=919.12

SITE BENCHMARK #4

STORM STRUCTURE
RIM=911.71

SITE BENCHMARK #3

WATER MANHOLE
RIM=912.48

WATER VALVE
RIM=913.01

REMAINS OF WIRE FENCE
2.19' NORTH

REMAINS OF WIRE FENCE
0.19' SOUTH

STORM STRUCTURE
RIM=909.22

STORM STRUCTURE
RIM=910.51

STORM STRUCTURE
RIM=914.42

STORM STRUCTURE
RIM=913.95

J:\PSDATA\2021 PROJECTS\21.0205\21.0205 LTS TOPO.DWG

811 Know what's below. Call before you dig.

UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE STRUCTURES. HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

NO.	REVISIONS	DATE	BY
1.	PER IN HOUSE REVIEW	09-15-21	RHM

DATE: 08-25-21 | PC CS | DRAWN BY RHM | CHECKED BY SK | BOOK | PG 25

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WARRENVILLE, IL 60555
PHONE: (630) 487-6550
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PROJECT

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S. Main St & Congress Pkwy

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AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 40'

5 OF 7

PROJ. NO.: 21.0205

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

GRID NORTH

LINE LEGEND

- LIMITS OF LAND PER LEGAL DESCRIPTION
- ADJACENT LAND PARCEL LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE
- EXISTING CONTOUR

ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
TF = TOP OF FOUNDATION
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CH = CHORD
CB = CHORD BEARING
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U.E. = UTILITY EASEMENT
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P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
BC = BACK OF CURB
BDC = BACK OF DEPRESSED
FL = FLOW LINE
C = CONCRETE
P = PAVEMENT
G = GRAVEL
EW = EDGE OF WALK
TW = TOP OF WALL
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IE = INVERT ELEVATION
PL = PROPERTY LINE
DS = DOWN SPOUT
S.F. = SQUARE FEET
SL = SHORE LINE
TSF = TRANSFORMER
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LEGEND

- FOUND 7/8" O.D.I.P. UNLESS OTHERWISE NOTED (HELD LOCATION)
- CONCRETE MONUMENT
- CROSS IN CONCRETE
- MANHOLE
- STORM STRUCTURE
- SANITARY MANHOLE
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- ELECTRIC METER
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- UTILITY POLE W/TSF
- GUY POLE
- OVERHEAD TRAFFIC SIGNAL
- TRAFFIC SIGNAL MANHOLE
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- HAND HOLE
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- GAS METER
- GAS VALVE
- GAS MARKER
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- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC ARM

FENCE 0.64' NORTH

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=910.85 TP=902.15(N-S)8"DIP

FIELD EDGE

FENCE 6.65' SOUTH

FENCE 1.21SOUTH

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=911.62 (N-S)DIP FILLED WITH DEBRIS

STORM STRUCTURE RIM=909.22

J:\PSDATA\2021 PROJECTS\21.0205\21.0205 LTS TOPO.DWG

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DATE: 08-25-21	PC CS	DRAWN BY RHM	CHECKED BY SK	BOOK	PG 25

NO.	REVISIONS	DATE	BY
1.	PER IN HOUSE REVIEW	09-15-21	RHM

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PROJECT

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SCALE: 1" = 40'

6 OF 7

PROJ. NO.: 21.0205

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

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- BRICK PAVERS
- WOOD FENCE
- CHAIN LINK FENCE
- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC ARM

STORM STRUCTURE CURB GRATE 4' DIA. CONCRETE RIM=911.36 IE=906.86(E-N)15"RCP

STORM STRUCTURE CURB GRATE 4' DIA. CONCRETE RIM=910.93 IE=906.28(E-W)15"RCP

STORM STRUCTURE CLOSED 4' DIA. CONCRETE RIM=911.00 IE=905.98(W-N-S)15"RCP

CURB 4.43' NORTH

FENCE 0.79' NORTH

FENCE 0.64' NORTH

SITE BENCHMARK #1

SANITARY MANHOLE CLOSED 4' DIA. CONCRETE RIM=911.18 IE=898.73(S-NW)10"VCP

WATER VALVE RIM=910.53

STORM STRUCTURE CURB GRATE 2' DIA. CONCRETE RIM=909.34 IE=904.84(E-W)12"RCP

STORM STRUCTURE CLOSED 4' DIA. CONCRETE RIM=909.87 IE=904.62(W)12"RCP IE=904.52(N-S)18"RCP

STORM STRUCTURE CURB GRATE 2' DIA. CONCRETE RIM=909.78 IE=906.06(E)12"RCP

STORM STRUCTURE CURB GRATE 2' DIA. CONCRETE RIM=908.43 IE=904.45(E-W)12"RCP

STORM STRUCTURE CURB GRATE 2' DIA. CONCRETE RIM=908.32 IE=905.40(E)12"RCP

SITE BENCHMARK #2

STORM STRUCTURE CLOSED 4' DIA. CONCRETE RIM=909.01 IE=904.01(W)12"RCP IE=903.96(N-S)18"RCP

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=908.72 TP=902.47(N-SE)10"DIP

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=906.94 TP=900.19(NW-SE)10"DIP

STORM STRUCTURE CLOSED 4' DIA. CONCRETE RIM=908.65 IE=903.50(E-W)12"RCP IE=903.40(N-S)18"RCP

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=907.38 TP=901.71(E-W)10"DIP

STORM STRUCTURE CURB GRATE 4' DIA. CONCRETE RIM=908.04 IE=904.55(E-W)12"RCP

12" FES IE=905.17

12" FES IE=905.02

SANITARY MANHOLE CLOSED 4' DIA. CONCRETE RIM=907.43 IE=899.88(E-N)10"VCP

SANITARY MANHOLE CLOSED 4' DIA. CONCRETE RIM=907.09 IE=900.14 W)10" IE=900.36(S)8" IE=901.69(E)10"PVC

STORM STRUCTURE CURB GRATE 2' DIA. CONCRETE RIM=908.02 IE=903.69(E-W)12"RCP

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=907.18 TP=902.12(N-S)12"DIP

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=907.34 TP=902.30(E-W)12"DIP

STORM STRUCTURE CLOSED 4' DIA. CONCRETE RIM=908.65 IE=903.50(E-W)12"RCP IE=903.40(N-S)18"RCP

SANITARY MANHOLE CLOSED 4' DIA. CONCRETE RIM=908.35 IE=902.78(W)10"PVC IE=902.75(E)8"PVC

STORM STRUCTURE RIM=907.89

FIELD EDGE

GAS LINE MARKER POST

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=907.99 TP=902.59(E-W-S)12"DIP

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=908.30 TP=902.35(E-W)8"DIP

SANITARY MANHOLE CLOSED 4' DIA. CONCRETE RIM=907.91 IE=903.58(E-W-S)8"PVC

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=909.57 TP=902.64(N-S)6"DIP

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=911.18 TP=903.46(E-W-S)10"DIP

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=911.62 (N-S)DIP FILLED WITH DEBRIS

WATER MANHOLE CLOSED 4' DIA. CONCRETE RIM=910.85 TP=902.15(N-S)8"DIP

J:\PSDATA\2021 PROJECTS\21.0205\21.0205 LTS TOPO.DWG

Know what's below. Call before you dig.

UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE SURFACE EVIDENCE AND/OR MARKINGS AND/OR FROM RECORDS SUPPLIED TO SURVEYOR. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE STRUCTURES. HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

NO.	REVISIONS	DATE	BY
1.	PER IN HOUSE REVIEW	09-15-21	RHM

DATE: 08-25-21 | PC CS | DRAWN BY RHM | CHECKED BY SK | BOOK | PG 25

CLIENT

Kimley»Horn

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SCALE: 1" = 40'

7 OF 7

PROJ. NO.: 21.0205

PLAT OF ANNEXATION TO CITY OF CRYSTAL LAKE

P.I.N. 19-04-176-003
P.I.N. 19-04-176-004

GRAPHIC SCALE

200 0 100 200 400 800

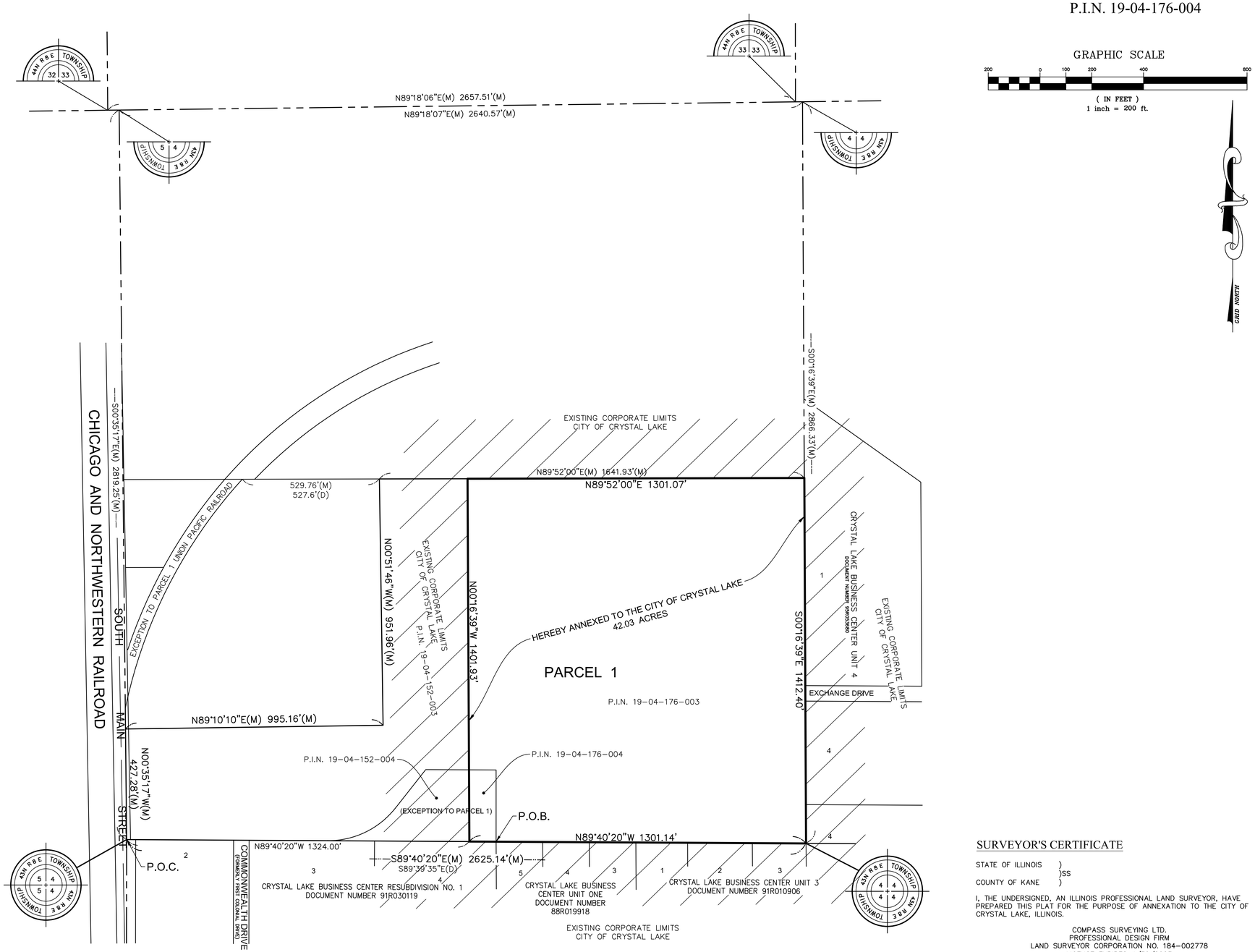
(IN FEET)
1 inch = 200 ft.

LEGAL DESCRIPTION OF LAND HEREBY ANNEXED TO THE CITY OF CRYSTAL LAKE

PARCEL 1:

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 40 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1324.0 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 1401.93 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 00 SECONDS EAST, 1301.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 16 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE, 1412.40 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 40 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1301.14 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.



ABBREVIATIONS

(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
N = NORTH
S = SOUTH
E = EAST
W = WEST
A = ARC LENGTH
R = RADIUS
CH = CHORD
CB = CHORD BEARING

LINE LEGEND

LIMITS OF LAND PER LEGAL DESCRIPTION
ADJACENT LAND PARCEL LINE

= CORPORATE LIMITS OF THE CITY OF CRYSTAL LAKE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE CITY OF CRYSTAL LAKE, ILLINOIS.

COMPASS SURVEYING LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2023

GIVEN UNDER MY HAND AND SEAL THIS ___ DAY OF _____, A.D., 2021

_____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/20/22

DATE:	NO.	REVISIONS	DRAWN BY	CHECKED BY	BOOK	PG
08-25-21			RHM	SK		25

DATE	BY

CLIENT: Kimley»Horn
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PROJECT: DHC9 - Crystal Lake
S. Main St. & Congress Pkwy

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AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 200'

1 OF 1

PROJ. NO.: 21.0205-01

J:\PSDATA\2021 PROJECTS\21.0205\21.0205-01 ANNEXATION\21.0205-01 POANNEX.DWG

PRELIMINARY DRAINAGE REPORT – PROJECT COOPER

South Main Street and Congress Parkway

Crystal Lake (McHenry County), IL

Prepared by:
Kimley-Horn and Associates, Inc.
4201 Winfield Road, Suite 600
Warrenville, IL 60555
Contact: Jared J. Kenyon, P.E.

Prepared on: October 15, 2021

Kimley»Horn

1. PROJECT DESCRIPTION

Kimley-Horn is the civil engineering consultant for Seefried Industrial Properties, Inc. intends to develop an approximate 63+/- acre property into a 181,500 SF industrial building with associated parking, loading areas, Exchange Drive extension and stormwater improvements. The existing facility is located at the northeast corner of S Main St and Congress Pkwy.

This report evaluates the previously designed and post-development runoff characteristics of the development and addresses the stormwater requirements of McHenry County. The analysis and design of the existing and proposed storm sewer system was completed with the assistance of HydraFlow Storm Sewer Extensions, Version 10 and HydraFlow Express Extension. The analysis of the stormwater detention basin was completed with the assistance of HydroCAD Version 9.10.

1.1. Pre-Development Conditions

The existing site is divided into four drainage areas. Existing drainage Area's "A" and "C" drain to low areas before overtopping and discharging offsite. Existing drainage Area "B" drains to a low area and remains on site. Drainage Area "D" drains to the west and discharges to the South Main Street ROW. (Refer to **Exhibit A** for the Pre-Development Drainage Plan.) The existing low areas provide **16.57 ac-ft** of depressional storage. (Refer to **Exhibit F** for the analysis of the Pre-Development conditions with depressional storage.)

The FEMA FIRM Map numbers 17111C0335J and 17111C0327J, effective date 11/16/06, show the site within Zone X (Refer to **Exhibit B**).

According to the U.S. Fish and Wildlife Service, there are not wetlands within or adjacent to the proposed limits of improvements. In addition, a wetlands investigation has been completed that shows no wetlands are located on site. (Refer to **Exhibit C** for the NWI Map and Negative Wetland Findings Report).

The soils within the site boundaries have a hydrologic rating of 'B' according to the USDA Natural Resources Conservation Service (Refer to **Exhibit D**).

A field tile investigation was conducted that shows no field tiles are located on site. (Refer to **Exhibit E** for the Existing Agricultural Drain Tile Investigation Plan).

1.2. Post Development Conditions

The proposed improvements will consist of a warehouse with associated parking, utilities, and Exchange Drive extension. The proposed runoff will be conveyed via storm sewer and swales to two stormwater basins. Pond 1 collects a majority of the site and discharges to the storm sewer in South Main Street. Pond 2 collects the remainder of the site and discharges to Pond 1 via storm sewer in the proposed Exchange Drive extension storm sewer. The proposed ponds will be natively planted with the normal water level 6-inches above the bottom to promote infiltration and water quality.

Runoff volume reduction and water quality protection will be maximized to the greatest extent possible to meet the Runoff Volume Reduction Hierarchy and Water Quality Protection requirements set forth in Sections 17.04.060.B.6 – Runoff Rate Reduction and 17.04.060.B.7 of the McHenry County Stormwater Management Ordinance. (Refer to **Exhibit G** for the Post-Development Drainage Plan.)

2. DETENTION POND DESIGN SUMMARY

2.1. McHenry County Requirements

Stormwater detention requirements are determined from the McHenry County Stormwater Ordinance. In order to determine the amount of stormwater runoff for the development, a stormwater model was created using HydroCAD 10.00. Per the McHenry County Stormwater Ordinance, the event hydrograph method SCS TR-20 was used to create the model. The following assumptions were made:

1. Antecedent moisture condition = 2
2. Huff 3rd Quartile rainfall distribution

The rainfall data was obtained from the Illinois State Water Survey Bulletin 75 northeast sectional rainfall statistics.

The emergency overflow weir is designed to handle 1 cubic foot per second of flow per acre will be constructed at the southwest corner of Pond 1 and Pond 2. Since Pond 2 outfalls into Pond 1, the emergency overflow weir for Pond has been sized for the entire development.

2.2. Detention Summary

Table 1: Detention Summary

	Pond 1	*Pond 2*
Drainage Area (ac)	50.31	12.45
2-Year Allowable Release Rate (cfs)	2.01	0.50
2-Year Actual Release Rate (cfs)	1.98	0.48
2-Year HWL	905.52	913.31
2-Year Detention Volume Required (af)	5.75	1.38
2-Year Detention Volume Provided (af)	5.75	1.43
Depressional Storage Required (af)	16.57	0.00
Depressional Storage Provided (af)	16.57	0.00
100-Year Allowable Release Rate (cfs)	7.55	1.87
100-Year Actual Release Rate (cfs)	4.83	1.86
100-Year HWL	908.40	916.18
100-Year Detention Volume Required (af)	23.10	5.07
100-Year Detention Volume Provided (af)	23.77	5.54

(Refer to **Exhibit H** for the analysis of the Post-Development Conditions.)

3. STORM SEWER DESIGN SUMMARY

3.1. Storm Sewer Design

The stormwater runoff for the proposed site will be conveyed through the storm sewer system for the 0 – 10 year events and overland through the parking lot for the rainfall events larger than the 10-year event. Storm pipes sized to convey the 100-year event are provided for areas where the 100-year event cannot pass overland. Landscaped drainage swales will also be used to convey runoff to the storm sewer system and post construction best management practices (PCBMP).

The proposed storm sewer conveyance system was designed to meet the McHenry County requirements using HydraFlow Storm Sewer Extensions, Version 10 and HydraFlow Express Extension. A weighted runoff coefficient for each drainage area was calculated and a minimum time of concentration of 10 minutes was assumed for each drainage area. The HydraFlow analysis is provided in Final Drainage Report.



TRAFFIC IMPACT STUDY

Project Cooper – Crystal Lake, Illinois

November 19, 2021

Prepared for the City of Crystal Lake
on behalf of Seefried Industrial Properties

City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, Illinois 60014

Sam Schwartz

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APPENDIX 38

Executive Summary

A traffic impact study was conducted for a proposed industrial development on an undeveloped 63-acre parcel located on the east side of Main Street north of Congress Parkway in Crystal Lake, Illinois. The proposed development would contain a 183,212 square-foot distribution center building, a total of 1,418 parking spaces, and an additional 210 spaces for loading and staging operations. As part of this project, Exchange Drive would be extended beyond its current terminus through the subject property to Main Street. Additionally, the existing Commonwealth Drive would be extended approximately 125 feet north of its existing terminus north of Congress Parkway to meet the Exchange Drive extension.

With construction of the proposed development project, several improvement measures were identified to accommodate site traffic. These recommendations were identified in accordance with jurisdictional standards, where applicable, and to promote safe and efficient traffic operation within the study area. Based on the assumptions and analyses detailed in this report, the following recommendations should be implemented as part of the proposed development project:

- The extension of Exchange Drive through the site should provide a single travel lane in each direction. A 30 MPH speed limit should be posted in the east- and westbound directions, particularly near the new intersection with Main Street.
- On Commonwealth Drive between Exchange Drive and Congress Parkway, 30 MPH signage should be posted to reinforce City code.
- Sidewalks should be constructed on both sides of the extension of Exchange Drive between its current western terminus and the new intersection with Commonwealth Drive. The existing sidewalk on the east side of Commonwealth Drive north of Congress Parkway should be extended to meet Exchange Drive, including a striped crosswalk across the east leg of the Exchange Drive/Commonwealth Drive intersection. Because the sidewalk along the north side of Exchange Drive east of the site is not currently complete, the developer should also coordinate with the City to identify an appropriate location for a striped crosswalk across Exchange Drive at Access 2 or Access 3 (near the Associates parking lot and building entrances) to connect building employees to the complete sidewalk on the south side of the street.
- At Main Street/Exchange Drive:
    - Provide a dedicated northbound right-turn lane with channelization.
    - Provide a single westbound lane for left- and right-turn maneuvers.
    - Post minor-leg stop control for westbound traffic.
    - Post No Left Turn (R3-2) signage for southbound traffic in accordance with MUTCD standards.
- At Exchange Drive/Commonwealth Drive:
    - Provide separate left- and right-turn lanes on the northbound approach.
    - Post minor-leg stop control for northbound Commonwealth Drive.
- Post minor-leg stop control at all site access driveways to Exchange Drive.

With implementation of the above recommendations, it is anticipated that area traffic operation would be generally acceptable after completion of the subject development and that the impact of site-related traffic would be mitigated. Sam Schwartz also reviewed the site plan and found internal traffic circulation to be acceptable.

Sam Schwartz has identified the relative increase in traffic attributable to the proposed industrial development as compared to existing volumes at the intersection of Congress Parkway and Exchange Drive shown in ***Table 1*** below. Similar comparison tables were previously completed for other developments in Crystal Lake to facilitate discussions between the City and area developers regarding future area improvements that would provide benefits to existing and future users.

Table 1. Projected Traffic Volume Increase due to Proposed Development – Exchange/Congress Intersection

Peak Hour	Total Intersection Traffic Volume (Vehicles per Hour)		Percent Increase
	Existing	Existing + Industrial Development	
Weekday Morning Peak Hour of Street Traffic (8:00-9:00AM)	521	521	0.0%
Weekday Morning Peak Hour of Site Traffic (9:30-10:30AM)	618	758	22.7%
Weekday Evening Peak Hour of Street Traffic (4:30-5:30PM)	1,030	1,060	2.9%
Weekday Evening Peak Hour of Site Traffic (7:30-8:30PM)	449	609	35.6%
Average	**655**	**737**	**12.5%**

01. Introduction

Sam Schwartz Consulting (Sam Schwartz) was retained through an existing on-call contract with the City of Crystal Lake to conduct a traffic impact study for an industrial development proposed by Seefried Industrial Properties. The subject site is a 63-acre undeveloped parcel within city limits located on the east side of Main Street north of Congress Parkway. As part of this project, Exchange Drive would be extended beyond its current terminus through the subject property to Main Street. Additionally, the existing Commonwealth Drive would be extended approximately 125 feet north of its existing terminus north of Congress Parkway to meet the Exchange Drive extension. The development is proposed to contain a 183,212 square-foot distribution center building and a total of 1,418 parking spaces, plus 210 spaces for loading and staging operations. A conceptual site plan showing the proposed development can be found in the Appendix. An aerial view of the existing study area can be seen on ***Figure 1***.

The following report documents Sam Schwartz's methodology regarding data collection, traffic forecasting, and analyses for this study. Recommended improvements are documented to mitigate anticipated traffic-related impacts resulting from the proposed development and to promote safe and functional operation of the local transportation system.



Sam Schwartz

Figure 1
Site Location Map

02. Existing Conditions

Sam Schwartz conducted field visits to collect relevant information pertaining to the site, the surrounding street network, traffic volumes, traffic controls, lane geometry, and infrastructure at the study intersections. Based on these characteristics, existing intersection capacity was evaluated to establish baseline operational conditions for the study area. This section of the report provides a description of these existing characteristics.

2.1. Area Land Uses & Connectivity

Located approximately one quarter mile north of Congress Parkway between Main Street and the existing western terminus of Exchange Drive, the subject parcel is currently undeveloped. South of the site along Congress Parkway, land uses are generally mixed in nature and include a fitness center, an apartment complex, a retirement community, several medical offices, and a post office, as well as a collection of commercial, office, and industrial uses that are branded as part of the Crystal Lake Business Center on signage at the nearby Main Street/Congress Parkway intersection. Further to the south, along Northwest Highway east of its intersection with Main Street, there are several large commercial developments containing big box retail tenants and associated outlots; two car dealerships are also located along this section of Northwest Highway. Directly north of the site, there are industrial uses and a large church. To the west, the land uses are primarily residential in nature. Two industrial buildings located directly east of the site contain recreational complexes occupied by Sky High Volleyball and Urban Air Trampoline and Adventure Park.

Northwest Highway (US 14), located approximately one half mile south of the subject site, is designated as a Strategic Regional Arterial (SRA) Route by the Chicago Metropolitan Agency for Planning (CMAP) and provides northwest-southeast connectivity through the northwestern portion of the Chicagoland area. US 14 provides additional regional connectivity via a full-access interchange with Illinois Route 31 (IL 31) one and a half miles southwest of the site. IL 31 connects to Interstate 90 (I-90) approximately 11 miles south of the subject site.

Transit service is present within the study area via Metra commuter rail and Pace Suburban Bus. The Pingree Road Metra station (Union Pacific Northwest line) is located approximately one-half mile east of the site and can be accessed from both Congress Parkway and Exchange Drive. Pace Bus Route 550 (Elgin Transportation Center) runs north-south along Main Street with nearside stops provided in both directions at Congress Parkway and US 14. With weekday service from approximately 6:15AM to 8:00PM, Route 550 connects to Metra stations at Big Timber Station (Milwaukee District West line), Crystal Lake (Union Pacific Northwest line), and Elgin station (Milwaukee District West line), as well as the Randall Road Park & Ride that is also served by Pace Bus Route 605 (I-90/Randall Road Station – Rosemont Express) and Pace Bus Route 607 (I-90/Randall Road Station – Schaumburg Express).

2.2. Existing Street Characteristics

Field data collection was performed along the primary study roadways of Main Street, Congress Parkway, Rickert Road, US 14, Pingree Road, Crystal Lake Avenue, Exchange Drive, and Commonwealth Drive. Descriptions of these roadways are provided as follows:

Main Street is a north-south minor arterial roadway that provides two lanes in each direction through the study area. At its signalized intersection with Crystal Lake Avenue, the northbound approach of Main Street provides one exclusive left-turn lane, two through lanes, and one dedicated right-turn lane. The southbound approach provides one exclusive left-turn lane, a through lane, and a shared through/right-turn lane. At its signalized intersection with Congress Parkway, the northbound approach of Main Street provides two through lanes and one dedicated right-turn lane. The southbound approach provides a dedicated left-turn lane and two through lanes. At its signalized intersection with US 14, the northbound and southbound approaches of Main Street each provide dual left-turn lanes, a through lane, and a shared through/right-turn lane. Main Street has a posted speed limit of 40 MPH between its intersections with Crystal Lake Avenue and US 14. A 30 MPH speed limit is posted North of Crystal Lake Avenue, while 35 MPH is posted south of US 14. This roadway is under the jurisdiction of the City of Crystal Lake, and its 2017 Annual Average Daily Traffic (AADT) is 17,200 vehicles.

Congress Parkway is an east-west major collector roadway that provides a three-lane cross-section through most of the study area. Beginning approximately 600 feet east of its intersection with Commonwealth Drive and extending west to its terminus at Main Street, Congress Parkway provides two lanes in each direction. At its signalized T-intersection with Main Street, the westbound approach of Congress Parkway provides one exclusive left-turn lane and one dedicated right-turn lane, along with a wide landscaped median. At its intersection with Commonwealth Drive, the eastbound approach provides one exclusive left-turn lane, two through lanes, and one dedicated right-turn lane. The westbound approach at this intersection provides one dedicated left-turn lane, a through lane, and a shared through/right-turn lane. At its signalized intersection with Pingree Road and Rickert Road, the eastbound approach of Congress Parkway provides one shared left-turn/through lane and one dedicated right-turn lane. Congress Parkway has a posted speed limit of 30 MPH, and it is under the jurisdiction of the City of Crystal Lake. Congress Parkway carries approximately 8,850 vehicles per day west of its intersection with Federal Drive and 7,150 vehicles per day east of this intersection.

Rickert Road is an east-west local roadway that aligns with Congress Parkway at its signalized intersection with Pingree Road and ends at a cul-de-sac approximately 650 feet east of this location. The westbound approach of Rickert Road at its signalized intersection with Pingree Road and Congress Parkway provides one exclusive left-turn lane and a shared through/right-turn lane. Rickert Road is under the jurisdiction of the City of Crystal Lake.

Northwest Highway (US 14) is an arterial roadway that runs east-west through the study area, providing two lanes in each direction. Outside of the study area, US 14 is primarily oriented northwest-southeast throughout the region. US 14 is designated as an SRA Route by CMAP. The SRA system is designed to promote throughput on regionally significant corridors with the use of such strategies as access management and limited signalization. At its signalized intersection with Main Street, the eastbound approach of US 14 provides dual left-turn lanes, a through lane, and a shared through/right-turn lane. On the westbound approach, dual left-turn lanes, two through lanes, and a dedicated right-turn lane are provided. US 14 has a posted speed limit of 35 MPH. It is under the jurisdiction of the Illinois Department of Transportation (IDOT) and has a 2019 AADT of 27,800 vehicles.

Pingree Road is a north-south major collector roadway that provides two lanes in each direction south of its intersection with Congress Parkway and one lane in each direction north of this intersection. At its signalized intersection with Congress Parkway and Rickert Road, the northbound approach of Pingree Road provides dual left-turn lanes, a through lane, and a shared through/right-turn lane. The southbound approach provides one exclusive left-turn lane, a through lane, and one dedicated right-turn lane. Pingree

Road has a posted speed limit of 35 MPH, and there is signage north of its intersection with Congress Parkway indicating a weight limit of 12 tons. This roadway is under the jurisdiction of the City of Crystal Lake, and its 2017 AADT is 11,800 vehicles.

Crystal Lake Avenue is an east-west minor arterial roadway that provides one lane in each direction through the study area. At its signalized intersection with Main Street, the eastbound approach of Crystal Lake Avenue provides one exclusive left-turn lane, a through lane, and one dedicated right-turn lane. On the westbound approach, a dedicated left-turn lane and a shared through/right-turn lane are provided. Crystal Lake Avenue has a posted speed limit of 30 MPH as well as signage indicating a weight limit of 12 tons. It is under the jurisdiction of the City of Crystal Lake and has a 2017 AADT of 10,100 vehicles.

Exchange Drive is a local roadway that runs north-south from its T-intersection with US 14 to approximately 700 feet north of its intersection with Congress Parkway, where it turns to the west and then runs east-west to its existing terminus. Exchange Drive is approximately 34 feet wide and is striped with one lane in each direction through the majority of the study area. On-street parking is prohibited along this roadway. At its minor-leg stop-controlled intersection with Congress Parkway, the northbound and southbound approaches of Exchange Drive each provide a dedicated left-turn lane and a shared through/right-turn lane. At its existing western terminus, Exchange Drive intersects with two private driveways: one to Sky High Volleyball and one to Urban Air Trampoline and Adventure Park. The westbound approach of Exchange Drive at this location provides a single shared left-turn/right-turn lane. Exchange Drive has a posted speed limit of 30 MPH and is under the jurisdiction of the City of Crystal Lake.

Commonwealth Drive is a north-south local roadway that is approximately 34 feet wide, striped as a three-lane cross-section south of its intersection with Congress Parkway and generally absent striping north of Congress Parkway. Commonwealth Drive ends in a cul-de-sac approximately 700 feet north of this intersection. At its minor-leg stop-controlled intersection with Congress Parkway, the northbound and southbound approaches of Commonwealth Drive each provide a dedicated left-turn lane and a shared through/right-turn lane. Commonwealth Drive is under the jurisdiction of the City of Crystal Lake and has no posted speed limit; for analysis purposes it was assumed to have a 30 MPH speed limit per the City of Crystal Lake's Code Section 496-42.

2.3. Baseline Traffic Volumes

Intersection turning movement counts (TMCs) were conducted in September 2021 in order to identify existing traffic volumes within the study area. The intersections that were counted for this study are listed below:

- Main Street at Congress Parkway
- Main Street at Northwest Highway (US 14)
- Congress Parkway at Commonwealth Drive
- Congress Parkway at Exchange Drive
- Congress Parkway at Pingree Road

TMCs were also collected at the intersection of Exchange Drive with the westernmost access driveways serving the Sky High Volleyball and Urban Air Trampoline buildings for use in estimating future traffic redistribution after completion of the Exchange Drive extension. At the request of the Client, all counts

were performed for a 24-hour period on a weekday. Additionally, the Client provided a 24-hour turning movement count at the intersection of Main Street at Crystal Lake Avenue, which was also conducted on a weekday in September 2021. Based on the resulting data, the observed weekday peak hours of the existing roadway network occurred from 8:00-9:00AM during the weekday morning and from 4:30-5:30PM during the weekday evening; for the purposes of this report, these are referred to as the "peak hours of adjacent street traffic." In addition to the two peak hours of adjacent street traffic, the projected morning and evening peak hours of site traffic were also analyzed. According to trip generation data obtained from the proposed site's end-user (detailed later in this report), these peak hours are projected to occur from 9:30-10:30AM and from 7:30-8:30PM.

In a review of existing traffic volumes, it can be noted that turning movements from Congress Parkway onto both Main Street and Pingree Road are particularly heavy in the weekday evening peak hour of street traffic. Additionally, at the intersection of Main Street and US 14, it can be noted that eastbound volumes are heavier during the morning peak hour of street traffic, whereas westbound volumes are heavier during the evening peak hour of street traffic. These travel patterns align with an inbound commute into the Crystal Lake Business Center and toward the Pingree Road Metra station in the morning and an outbound commute in the evening. On the other study roadways, peak hour volumes are distributed relatively evenly in both directions.

Given that the current COVID-19 pandemic has resulted in increased work-from-home arrangements and significant changes to daily commuting behaviors, it is found in some parts of the region that traffic volumes are still below pre-pandemic levels. Traffic counts during the pandemic therefore may not provide a reliable basis for traffic analyses without adjustments. In addition to the general decrease in traffic throughout the area, traffic volumes at the study intersection of Congress Parkway at Pingree Road are expected to have been impacted even further due to its location immediately adjacent to the Pingree Road Metra commuter rail station. Therefore, the field counts obtained for this study were reviewed for potential adjustments to bring these volumes to pre-pandemic conditions.

Historical Average Daily Traffic (ADT) data was obtained for several of the study roadways from the IDOT database for the most recent reporting years (2017 and 2019). Sam Schwartz sorted the historical data by hour and selected the peak bidirectional traffic volumes during the four peak periods. These volumes were compared to the peak hour volumes collected in September 2021 at the study intersections and are summarized in **Table A** in the Appendix.

As shown in Table A, field-collected traffic data from September 2021 was higher than the pre-pandemic ADT counts on US 14 during both weekday morning peak periods and during the weekday evening peak hour of adjacent street traffic. Field counts were also higher than the pre-pandemic counts on Pingree Road during the weekday morning and weekday evening peak hours of adjacent street traffic. As such, volumes along these two roadways during the listed peak hours were not adjusted. All other study roadways were adjusted according to the calculated factors shown in the Appendix, and the volume network was balanced where applicable (namely, along Congress Parkway between Main Street and Commonwealth Drive) throughout the study area.

In evaluating the COVID-related adjustment applied to area study roadways, Sam Schwartz also considered whether the historical count data on Congress Parkway could be used to account for reduced use of the Pingree Road Metra station. The hourly counts in the IDOT database for this roadway did not show highly peaked traffic volumes during the morning and evening peak periods, as would typically be expected near a commuter rail station; furthermore, the relative volume of traffic from hour to hour in the

IDOT counts are similar to a roadway segment count performed by the City of Crystal Lake at a location west of the Metra station access. As such, it was assumed for the purposes of this study that a separate adjustment must be applied to account for reduced activity at the Metra station.

During field data collection, Sam Schwartz performed a spot count of cars parked in the Metra parking lots on a weekday afternoon in September 2021. This count was compared to three historical aerial images, each taken on weekdays in 2018 and 2019 prior to the onset of the COVID-19 pandemic. A summary of this comparison can be found in **Table B** in the Appendix. Since traffic entering and exiting these lots is generally expected to occur within the typical weekday rush periods (roughly 7:00-9:00AM and 4:00-6:00PM), this comparison was used to adjust volumes during the weekday morning and evening peak hours of adjacent street traffic only. Furthermore, because the Crystal Lake Metra station is located approximately 1.25 miles northwest of the Pingree Road station on Main Street, it was assumed most commuters coming from areas west of this location would utilize the Crystal Lake station instead. Therefore, Congress Parkway and Pingree Road was the only study intersection where volumes were adjusted. For the morning peak hour of adjacent street traffic, northbound left-turn and southbound right-turn volumes at this intersection were adjusted to account for this decrease in the Metra parking lot usage. During the evening peak hour of adjacent street traffic, the eastbound left-turn and right-turn volumes at this location were adjusted. It should be noted that these adjustments may be considered conservative, since commuting behaviors may not be fully restored to pre-pandemic conditions due to changes in the prevalence of remote work and the resulting decrease in transit ridership. As a result, the projected vehicular delay at the intersection of Pingree Road and Congress Parkway may be overestimated for existing and future analysis scenarios detailed later in this study.

With adjustment factors applied as detailed in this section, the resulting peak hour traffic volumes for a baseline Year 2021 are illustrated on ***Figure 2***. Summaries of the raw TMC counts and historical IDOT ADT are contained in the Appendix.

Not to Scale

xx = Weekday AM Peak Hour of Street (8:00 - 9:00 AM)
[xx] = Weekday AM Peak Hour of Site (9:30 - 10:30 AM)
(xx) = Weekday PM Peak Hour of Street (4:30 - 5:30 PM)
{xx} = Weekday PM Peak Hour of Site (7:30 - 8:30 PM)
= Existing Stop Sign
= Existing Traffic Signal
- = Less than Five Vehicles

Crystal Lake Avenue

15 [10] (35) {40}
340 [340] (435) {260}
10 [25] (45) {45}
30 [40] (55) {50}
245 [160] (265) {120}
50 [90] (120) {40}
{30} (30) [15] 20
{130} (340) [130] 220
{165} (270) [240] 230
{135} (250) [175] 75
{390} (565) [325] 215
{100} (125) [65] 55

Congress Parkway

445 [405] (610) {325}
215 [225] (210) {60}
90 [135] (310) {145}
95 [195] (275) {125}
20 [50] (45) {45}
– [5] (5) {–}
10 [15] (10) {10}
10 [10] (15) {5}
155 [265] (515) {220}
15 [25] (25) {5}
5 [5] (15) {5}
5 [–] (20) {15}
– [–] (10) {20}
15 [5] (5) {10}
220 [240] (305) {90}
50 [50] (85) {40}
380 [240] (275) {85}
230 [185] (360) {160}
25 [5] (15) {5}
20 [5] (55) {10}
5 [5] (10) {5}
15 [10] (60) {15}

Commonwealth Drive

{35} (45) [75] 55
{110} (370) [330] 330
{5} (25) [15] 20
{400} (650) [420] 330
{90} (230) [195] 190
{5} (25) [15] 10
{–} (–) [5] –
{15} (20) [35] 20

Exchange Drive

{–} (10) [5] 5
{165} (370) [190] 145
{10} (30) [35] 10
{15} (40) [20] 20
{–} (5) [5] 5
{75} (135) [60] 40
{165} (555) [170] 100
{–} (5) [–] 10
{115} (310) [120] 90
{50} (115) [100] 180
{280} (390) [165] 180
{–} (15) [5] 30

Rickert Road

Pingree Road

75 [125] (200) {105}
255 [260] (390) {220}
100 [115] (125) {90}
65 [110] (130) {70}
560 [670] (1,260) {710}
65 [125] (220) {210}
{–} (5) [–] –
{75} (160) [130] 90
{505} (940) [735] 835
{50} (60) [70] 55
{70} (140) [110] 35
{205} (440) [345] 300
{120} (180) [145] 115

Main Street

Northwest Highway (US 14)

Sam Schwartz

Figure 2
Baseline (Year 2021) Traffic Volumes

2.4. Existing Intersection Operations

The operational effectiveness of transportation facilities is measured in terms of Level of Service (LOS). LOS ranges from LOS A to LOS F, with LOS A being the best level of operation for an intersection and LOS F being the worst. LOS A represents free-flow conditions where motorists experience a high level of comfort and convenience. LOS E represents saturated or at-capacity conditions, and LOS F represents oversaturated conditions. During peak periods, it is not uncommon for some movements at busy suburban intersections to operate at LOS E or LOS F due to a combination of heavy demand and physical constraints.

LOS at a signalized intersection is defined in terms of average control delay (measured in seconds per vehicle), which is the portion of total delay experienced by a motorist that is attributable to the traffic signal. LOS A describes operations with minimal delays (up to 10 seconds per vehicle on average), while LOS F describes operations with delays in excess of 80 seconds per vehicle. At intersections with long cycle lengths, the quantity of red time that is allocated to an approach or movement may near or exceed that 80-second threshold, increasing the likelihood of poor LOS. The LOS criteria for signalized intersections, as defined in the Highway Capacity Manual, Sixth Edition (HCM), are provided in **Table 2**.

Table 2. LOS Criteria for Signalized Intersections

Level of Service (LOS)	Average Delay	Volume-to-Capacity (v/c) Ratio
A	≤ 10.0 seconds	< 1.0
B	> 10.0 and ≤ 20.0 seconds	< 1.0
C	> 20.0 and ≤ 35.0 seconds	< 1.0
D	> 35.0 and ≤ 55.0 seconds	< 1.0
E	> 55.0 and ≤ 80.0 seconds	< 1.0
F	> 80.0 seconds	≥ 1.0

Transportation Research Board. Highway Capacity Manual, Sixth Edition.

For unsignalized intersections, total delay (measured in seconds per vehicle) is defined as the total elapsed time from the moment a vehicle stops at the back of the queue until the vehicle departs from the stop bar on the stop-sign controlled approach. This includes the time required for the vehicle to travel from the last-in-queue to the first-in-queue position. The LOS criteria for unsignalized intersections, as defined in the HCM, are summarized in **Table 3**.

Table 3. LOS Criteria for Unsignalized Intersections

Level of Service (LOS)	Average Delay	Volume-to-Capacity (v/c) Ratio
A	≤ 10.0 seconds	< 1.0
B	> 10.0 and ≤ 15.0 seconds	< 1.0
C	> 15.0 and ≤ 25.0 seconds	< 1.0
D	> 25.0 and ≤ 35.0 seconds	< 1.0
E	> 35.0 and ≤ 50.0 seconds	< 1.0
F	> 50.0 seconds	≥ 1.0

Transportation Research Board. Highway Capacity Manual, Sixth Edition.

Capacity analysis was performed to analyze the study intersections for the weekday peak hours using Synchro capacity analysis software. For the signalized intersections, Synchro's *Lanes, Volumes, and Timings* reports was utilized. The HCM 6th Edition report was referenced for unsignalized study intersections. The results for each study intersection under existing conditions are summarized in **Table 4**.

Table 4. Baseline (Year 2021) Levels of Service

Intersection	Weekday Morning				Weekday Evening			
	Peak Hour of Street Traffic (8:00-9:00AM)		Peak Hour of Site Traffic (9:30-10:30AM)		Peak Hour of Street Traffic (4:30-5:30PM)		Peak Hour of Site Traffic (7:30-8:30PM)	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Main Street / Crystal Lake Avenue[1]								
Eastbound	25.1	C	21.8	C	41.6	D	22.3	C
Westbound	42.3	D	35.6	D	42.7	D	39.7	D
Northbound	11.3	B	10.9	B	19.2	B	13.2	B
Southbound	19.6	B	17.4	B	28.8	C	17.4	B
Intersection	*24.3*	*C*	*19.4*	*B*	*30.9*	*C*	*19.8*	*B*
Main Street / Congress Parkway[1]								
Westbound	37.1	D	39.8	D	45.8	D	34.0	C
Northbound	2.0	A	2.2	A	6.0	A	2.4	A
Southbound	4.1	A	5.7	A	9.2	A	3.7	A
Intersection	*7.8*	*A*	*11.4*	*B*	*17.4*	*B*	*10.3*	*B*

[1]Signalized Intersection
[2]Unsignalized Intersection

Table 4. Baseline (Year 2021) Levels of Service (continued)

Intersection	Weekday Morning				Weekday Evening			
	Peak Hour of Street Traffic (8:00-9:00AM)		Peak Hour of Site Traffic (9:30-10:30AM)		Peak Hour of Street Traffic (4:30-5:30PM)		Peak Hour of Site Traffic (7:30-8:30PM)	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Main Street / US 14[1]								
Eastbound	29.9	C	29.8	C	37.7	D	26.4	C
Westbound	25.5	C	26.2	C	41.2	D	28.8	C
Northbound	52.1	D	57.5	E	59.6	E	54.8	D
Southbound	39.7	D	39.1	D	44.0	D	37.5	D
Intersection	*34.3*	*C*	*35.9*	*D*	*44.0*	*D*	*33.9*	*C*
Congress Parkway / Commonwealth Drive[2]								
Eastbound Left Turn	7.7	A	8.1	A	8.7	A	7.8	A
Westbound Left Turn	8.2	A	8.2	A	8.2	A	7.5	A
Northbound	12.4	B	13.6	B	16.9	C	9.8	A
Southbound	11.5	B	12.4	B	13.8	B	10.0	B
Congress Parkway / Exchange Drive[2]								
Eastbound Left Turn	7.8	A	8.7	A	8.0	A	7.4	A
Westbound Left Turn	7.7	A	7.8	A	8.5	A	7.7	A
Northbound	11.8	B	11.8	B	16.9	C	10.2	B
Southbound	13.5	B	12.3	B	21.2	C	12.3	B
Congress Parkway / Pingree Road[1]								
Eastbound	27.0	C	26.2	C	89.1	F	28.5	C
Westbound	34.7	C	42.7	D	40.3	D	38.8	D
Northbound	30.0	C	25.2	C	32.1	C	17.7	B
Southbound	10.5	B	9.7	A	21.5	C	13.0	B
Intersection	*19.9*	*B*	*19.3*	*B*	*52.3*	*D*	*20.5*	*C*

[1]Signalized Intersection
[2]Unsignalized Intersection

As shown above, baseline traffic operations are shown to be acceptable at LOS D or better for most approaches. However, the eastbound approach of Congress Parkway at Pingree Road is projected at LOS F under baseline volumes during the weekday evening peak hour. As detailed in Section 2.3, the traffic volumes on the eastbound approach during this 4:30-5:30 PM peak hour were increased to account

for the decreased usage of the Metra station's parking lots during the COVID-19 pandemic, reflecting the conservative assumption that Metra usage would eventually return to pre-pandemic levels. This assumption may not come to fruition, however, given the remaining possibility that many workplaces may allow employees to permanently work from home either on a partial or full-time basis. The projected LOS F on the eastbound approach was discussed with City staff, and they noted that the eastbound approach of this intersection was constructed with the idea that it may provide dual left-turn lanes in the future, with a wide striped median and two receiving lanes on the north leg. While some additional physical adjustments may be needed to provide dual eastbound left-turn lanes at this location in alignment with IDOT standards (including a barrier median alongside the dual left-turn lanes and a minimum receiving width of 35 feet), it should be noted that the signal phasing at Pingree Road/Congress Parkway already provides the east-west split phasing that would be required as part of that future lane geometry. It is therefore recommended that the traffic volumes and operations at this intersection be monitored by the City to determine if future improvements are needed to accommodate the return of Metra commuters.

Elsewhere in the study area, the northbound approach of Main Street at US 14 currently operates at LOS E during the weekday morning peak hour of site traffic and the weekday evening peak hour of adjacent street traffic. It can be noted that, according to the Synchro results, these delays are both entirely attributable to control delay, and therefore are likely due to the long cycle lengths in place at this intersection: 130 seconds during the morning peak hour of site traffic and 145 seconds during the evening peak hour of street traffic. Because Main Street is the minor corridor at this location and a large portion of the cycle length is allocated to green time for the major street, the resulting long periods of red time result in higher delay for the northbound approach.

03. Future Conditions

In order to evaluate future intersection operations, traffic volumes were forecasted for a "build plus five" design year, per IDOT standards. With the expectation that the proposed development would be completed in Year 2022, a Year 2027 design year was utilized. Future traffic forecasting was based on three main factors: background traffic growth, redistribution of area traffic to utilize the new roadway connections constructed as part of this project, and trips generated by the subject development. Based on the resulting projections, capacity analyses were prepared to evaluate operational conditions before and after completion of the proposed development. The findings and resulting recommendations are discussed in this section of the report.

3.1. Area Improvement Plans

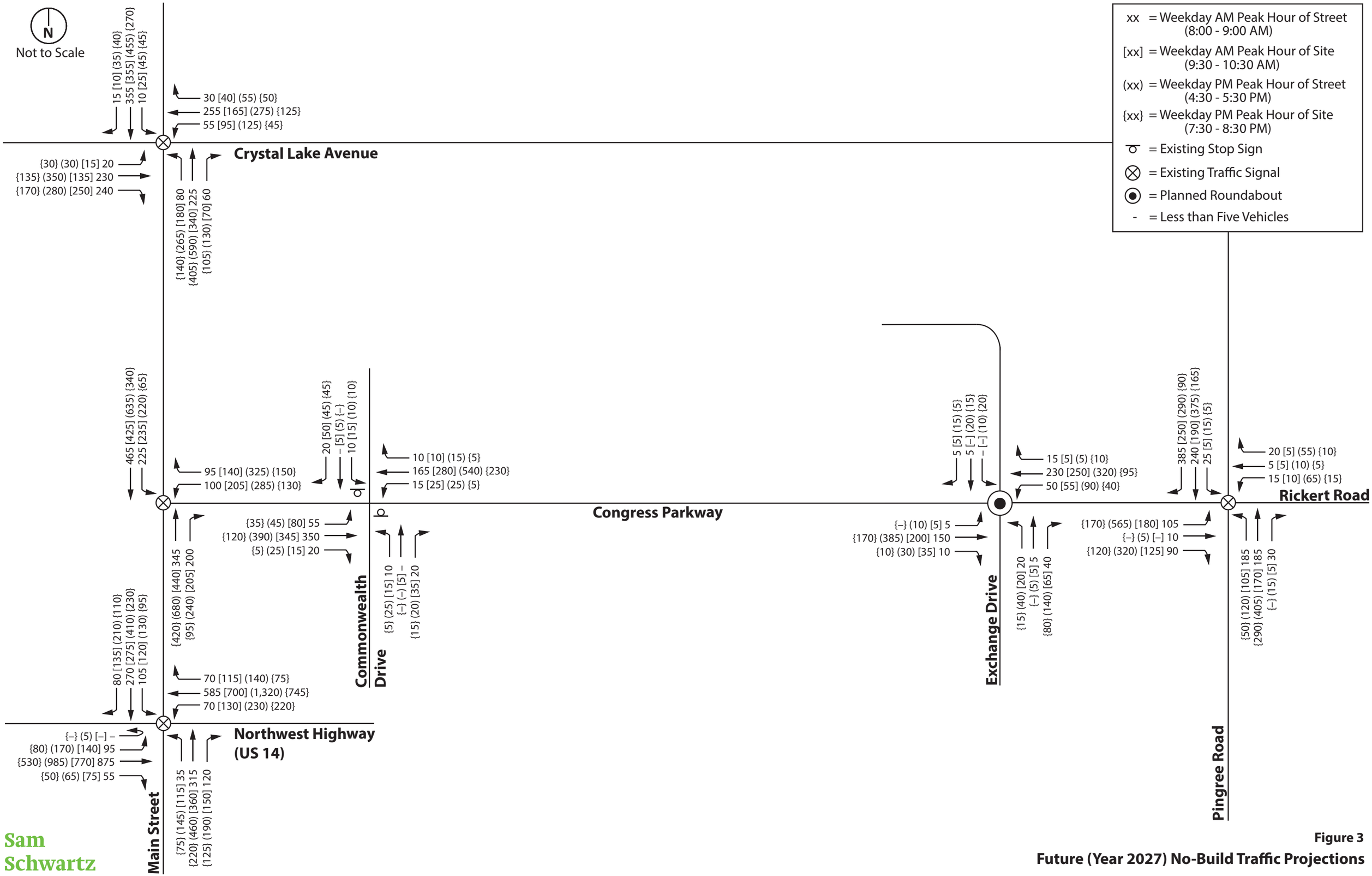
The City of Crystal Lake indicated that there are plans to construct a roundabout at the intersection of Congress Parkway and Exchange Drive before the Year 2027 design horizon. As such, this intersection was evaluated using the proposed geometry, provided by the City, for all Year 2027 scenarios. A preliminary geometric plan for this intersection reconstruction can be found in the Appendix.

3.2. Background Traffic Growth

In order to estimate future background traffic for the Year 2027 design horizon, Year 2050 ADT projections were obtained from the Chicago Metropolitan Agency for Planning (CMAP) for the roadways within the study area. Based on the projections provided, compounded annual growth rates were derived for each roadway, as summarized below:

- Northwest Highway (US 14): 0.79%
- Main Street: 0.73%
- Crystal Lake Avenue: 0.60%
- Pingree Road: 0.61%
- Congress Parkway: 0.74%

The above growth rates were applied to baseline (Year 2021) traffic volumes on each respective roadway. The growth rate projected for Congress Parkway was also applied to volumes on Commonwealth Drive and Exchange Drive. The resulting volumes were then balanced across the study area, with the exception of Congress Parkway between Commonwealth Drive and Exchange Drive. This roadway segment was left unbalanced, since several vacant parcels remain along this corridor and the background growth projected for this roadway is assumed to be attributable to development along the roadway itself. These volumes were then added to the baseline Year 2021 volumes to yield Year 2027 Future No-Build traffic projections, illustrated on ***Figure 3***.



Sam Schwartz

Figure 3

Future (Year 2027) No-Build Traffic Projections

3.3. Site Development Plan

As proposed, the 63-acre site would contain a 183,212 square-foot distribution center, 1,418 parking spaces, and 210 spaces for loading and staging operations. As part of this project, Exchange Drive would be extended through the site to meet Main Street approximately 900 feet north of Congress Parkway. Additionally, the existing Commonwealth Drive would be extended approximately 125 feet north of its existing terminus north of Congress Parkway to meet the Exchange Drive extension. On the site plan, five full-access intersections are proposed to connect the site to the new segment of Exchange Drive, as detailed below:

- Access 1: Located approximately 900 feet east of Commonwealth Drive. Access 1 would connect to the western loading docks and the western parking lot, which would be used for parking Delivery Service Provider (DSP) vans (described in more detail in *Section 3.5*) as well as DSP drivers' personal vehicles.
- Access 2: Located approximately 205 feet east of Access 1. Access 2 would connect to the southern parking lot, which would be used by associates and for DSP drivers' personal vehicles.
- Access 3: Located approximately 280 feet east of Access 2. Access 3 would connect to the southern parking lot, which, as mentioned above, would be used for parking associates' and DSP drivers' personal vehicles.
- Access 4: Located approximately 210 feet east of Access 3. Access 4 would connect to the eastern loading docks and the eastern parking lot, which would be used for parking DSP vans and DSP drivers' personal vehicles.
- Access 5: Located approximately 580 feet northeast of Access 4. Access 5 would connect to the truck loading docks and the eastern parking lot. Access 5 would be the only access used by heavy truck traffic entering and exiting the site.

3.4. Area Traffic Redistribution

As shown on the concept site plan in the Appendix and noted above in *Section 3.3*, Exchange Drive would be extended from its current western terminus to meet Main Street as part of the proposed development. Additionally, Commonwealth Drive north of Congress Parkway would be extended to meet the new section of Exchange Drive at a T intersection. Future background traffic volumes were therefore reviewed to determine how much traffic may utilize these new roadway connections.

At the intersection of Congress Parkway and Exchange Drive, the eastbound left-turn and southbound right-turn movements were reviewed to determine which trips may use the new segment of Exchange Drive to route to and from the west. During each of the four peak hours, the COVID-adjusted volume for these two movements are 15 vehicles or less. Furthermore, the volume of traffic recorded at the Exchange Drive access driveways serving Sky High Volleyball and Urban Air Trampoline Park (both located at the current terminus of Exchange Drive) was no more than five vehicles per movement during any of the peak hours studied. Based on these considerations, it is estimated that the volume of traffic that may redistribute to the new segment of Exchange Drive from Congress Parkway is negligible.

Similarly, movements to and from the north leg of Commonwealth Drive at Congress Parkway were reviewed for potential redistribution to the new Exchange Drive/Commonwealth Drive intersection. Based on the planned alignment of Exchange Drive east of Commonwealth Drive, it is not anticipated that drivers currently traveling to/from the east along Congress Parkway would find a more convenient

connection by rerouting to Exchange Drive. For drivers traveling to and from the west (ultimately to and from Main Street), it is anticipated that the quantity of trips that would reroute to Exchange Drive via Commonwealth Drive is negligible, since the majority of density and associated parking along this segment of Commonwealth Drive is in closer proximity to Congress Parkway. As will be further discussed later in this report, it is also anticipated that the new Exchange Drive intersection at Main Street would not provide full access, further influencing the expectation of negligible potential traffic redistribution from Commonwealth Drive.

3.5. Trip Generation

Traffic impact studies commonly calculate site-generated trip projections using data in the Institute of Transportation Engineers (ITE) manual Trip Generation, 11th Edition, based on the proposed land use code. For the proposed distribution center, however, a specific end-user has been identified and plans to operate a delivery station, which "operate[s] 24/7 to support delivery of packages to… customer locations between 11:00AM and 9:00PM." Because a delivery station does not align with the land use codes in ITE's Trip Generation, and due to the unique operational characteristics of the proposed facility, the end-user of the proposed distribution center provided site-generated traffic information for the development, sorted by vehicle type. Use of this tenant-specific data was approved by City staff. The vehicle types that are included in this summary are as follows:

- *Associates*: Personal vehicles driven by employees that work inside the delivery station building.
- *Delivery Service Provider (DSP) Vans*: Branded light-goods vans that carry products from the delivery station to customers.
- *DSP Drivers*: Personal vehicles driven by employees who drive DSP vans. These employees drive to the site, leave their vehicle in the parking lot, and use an on-site DSP van for deliveries. The DSP van is then returned to the site at the end of the shift, and the employee departs in his/her personal vehicle.
- *Flex Drivers*: Employees who deliver goods using their personal vehicles. These vehicles enter the property, travel straight to the delivery loading area, and depart to complete their delivery route. It is understood that flex drivers do not park on site.
- *Trucks*: Tractor-trailer vehicles that deliver products to the delivery station in large quantities for processing.

A complete summary of these projected site trips as provided by the development team is included in the Appendix, detailing inbound and outbound movements throughout the entire day on a half-hourly basis.

Based on the projections provided by the end-user, shifts for Associates, DSP drivers, and flex drivers occur at different times of day, presumably to distribute the traffic impact associated with the proposed facility. Additionally, it can be noted that shift times are generally set to take place outside of the typical rush periods of 7:00-9:00AM and 4:00-6:00PM on weekdays. In order to evaluate the impact of the proposed development when it is most active, this study also considered the periods when site traffic is highest (referred to previously as the "peak hours of site traffic" in this report). Site-generated traffic projections for the peak hours are presented in **Table 5**.

Table 5. Site-Generated Trips for Delivery Station[1]

Vehicle Type	Daily	AM Peak Hour of Street Traffic (8:00-9:00AM)			AM Peak Hour of Site Traffic (9:30-10:30AM)			PM Peak Hour of Street Traffic (4:30-5:30PM)			PM Peak Hour of Site Traffic (7:30-8:30PM)		
		IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
Associates	454	–	–	–	–	–	–	–	–	–	–	–	–
Trucks	50	1	1	2	1	2	3	1	1	2	1	2	3
DSP Drivers	536	–	–	–	228	–	228	–	–	–	–	194	194
DSP Vans	536	–	–	–	–	120	120	–	–	–	194	–	194
Flex Drivers	140	–	–	–	–	–	–	–	70	70	–	–	–
Total	*1,716*	*1*	*1*	*2*	*229*	*122*	*351*	*1*	*71*	*72*	*195*	*196*	*391*
Total (rounded to nearest multiple of five)		**–**	**–**	**–**	**230**	**120**	**350**	**–**	**70**	**70**	**195**	**195**	**390**

[1]Based on site-generated traffic projections provided by the end-user, included in the Appendix.

The site-generated trip projections provided by the end-user were compared to trip rates for High-Cube Fulfillment Center, Sort (Land Use Code 155) in ITE's Trip Generation, which is the ITE land use that most closely corresponds to the proposed facility. The end-user's trip projections were found to be generally higher for a typical weekday than Trip Generation would suggest for a fulfillment center of this size. During the typical rush periods of 7:00-9:00AM and 4:00-6:00PM, the proposed development is projected to generate less traffic than ITE data would suggest due to the offset shift schedule reflected in the end-user's trip generation projections. These weekday peak hours of adjacent street traffic are the typical basis for traffic studies and intersection design since they relate to the period of highest total traffic on the area roadway network; within the subject study area, however, it should be noted that several area roadways (particularly Congress Parkway) carry a higher volume of traffic during the AM Peak Hour of Site Traffic (9:30-10:30AM) than during the AM Peak Hour of Street Traffic (8:00-9:00AM).

While ITE does not provide trip generation data for this Land Use Code during the weekday peak hours of generator, a comparison between the end-user's anticipated peak hours of site traffic and ITE projections for the weekday peak hours of adjacent street traffic indicate that the proposed development's traffic volumes are the higher of the two.

3.6. Directional Distribution

The projected future site trips shown in Table 5 were assigned to the study intersections based on an estimated directional distribution. The directional distribution of site-generated traffic is a function of several variables, including existing travel patterns, characteristics of the area street network and traffic control, and peak hour congestion within the study area. The resulting percentages are a best estimate using engineering judgment, familiarity with the area, and logical travel paths to likely origins and destinations for site users. The trip distribution percentages identified for this project also consider the different points of access that would be utilized by vehicle type, which is detailed in the *Trip Generation* section of this report.

Another consideration for developing these trip distribution percentages was the origins and destinations of different vehicle types. It was assumed that Associates, DSP Drivers, and Inbound Flex Drivers would be traveling to and from their homes, whereas DSP Vans and Outbound Flex Drivers would be traveling to and from destinations within a defined service radius for the subject area. Trucks were assumed to be

traveling to and from the site from further away, primarily utilizing the roadways providing the most regional connectivity near the subject site and avoiding the use of area roadways with posted weight restrictions (namely, Crystal Lake Avenue and Pingree Road north of Congress Parkway). Given these considerations, projected trip distribution percentages are shown in **Table 6** by vehicle type.

Table 6. Estimated Trip Distribution Percentages

Travel to/from:	Vehicle Type		
	Associates / DSP Drivers / Inbound Flex Drivers	DSP Vans / Outbound Flex Drivers	Trucks
North via Main Street	5%	5%	–
North via Pingree Road	20%	15%	–
South via Main Street	40%	30%	–
South via Exchange Drive	15%	15%	65%
South via Pingree Road	5%	10%	10%
West via Crystal Lake Avenue	10%	15%	–
West via US 14	5%	10%	25%
Total	**100%**	**100%**	**100%**

The trip distribution percentages shown above are also illustrated on ***Figure 4*** (for Associates / DSP Drivers / Inbound Flex Drivers), ***Figure 5*** (for DSP Vans / Outbound Flex Drivers), and ***Figure 6*** (for Trucks).

3.7. Site Trip Assignment

Trips generated by the proposed development were assigned to the street network based on the total trip generation estimates (Table 5) and the estimated trip distribution (Table 6). The resulting trip assignments are shown on ***Figure 7***. As shown, this site trip assignment assumes a right-in/right-out configuration at Main Street/Exchange Drive as a baseline; a discussion of assumed routing modifications that may occur if right-in/right-out/left-out maneuvers were allowed at this location is included in *Section 3.8*.

3.8. Future Traffic Projections

Site-generated trip projections (Figure 7) were added to the Future No-Build (Year 2027) volumes to obtain Future Build (Year 2027) traffic projections, illustrated on ***Figure 8***. As shown, it is assumed as a baseline analysis scenario for the future transportation network that Exchange Drive at Main Street would be limited to right-in/right-out movements. Based on discussions with City staff, an alternate configuration allowing westbound left-turn movements (right-in/right-out/left-out) was also considered, with the assumption that all site trips that would otherwise make a left turn from Congress Parkway onto Main Street would instead utilize Exchange Drive to connect to Main Street. The resulting future traffic projections for this alternate scenario are presented on ***Figure 9***.

N
Not to Scale

xx% = Percent Distribution
= Existing Stop Sign
= Proposed Stop Sign
= Existing Traffic Signal
= Planned Roundabout
xx′ = Approximate Centerline Distance

5%
10%
20%
5%
15%
5%
40%
5%

Crystal Lake Avenue
Congress Parkway
Rickert Road
Commonwealth Drive
Exchange Drive
Pingree Road
Main Street
Northwest Highway (US 14)
Exchange Drive

SITE

Access 1
Access 2
Access 3
Access 4
Access 5

900′
205′
280′
210′
580′

Sam Schwartz

Figure 4
Directional Distribution (Associates, DSP Drivers, and Inbound Flex Drivers)

N
Not to Scale

xx% = Percent Distribution
= Existing Stop Sign
= Proposed Stop Sign
= Existing Traffic Signal
= Planned Roundabout
xx′ = Approximate Centerline Distance

5%
15%
15%
10%
15%
10%
30%
10%

Crystal Lake Avenue
Congress Parkway
Rickert Road
Commonwealth Drive
Exchange Drive
Pingree Road
Main Street
Northwest Highway (US 14)
Exchange Drive

SITE

Access 1
Access 2
Access 3
Access 4
Access 5

900′
205′
280′
210′
580′

Sam Schwartz

Figure 5
Directional Distribution (DSP Vans and Outbound Flex Drivers)

N
Not to Scale

xx% = Percent Distribution
= Existing Stop Sign
= Proposed Stop Sign
= Existing Traffic Signal
= Planned Roundabout
xx' = Approximate Centerline Distance

Crystal Lake Avenue

SITE

Access 1
Access 2
Access 3
Access 4
Access 5

900'
205'
280'
210'
580'

Exchange Drive

Congress Parkway

Rickert Road

Commonwealth Drive

Exchange Drive

65%

10%

25%

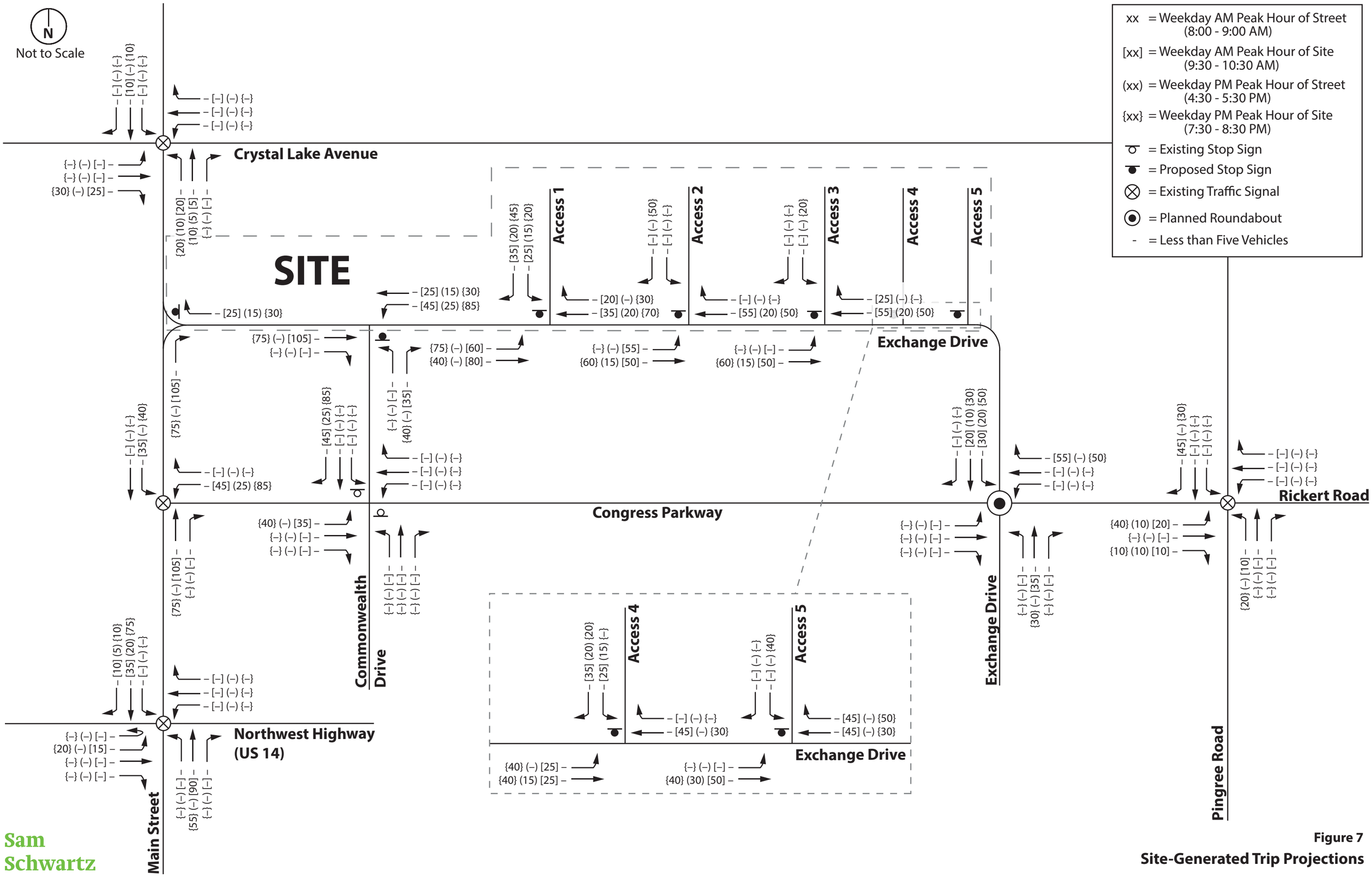
Northwest Highway
(US 14)

Main Street

Pingree Road

Sam Schwartz

Figure 6
Directional Distribution (Trucks)



Sam Schwartz

Figure 7

Site-Generated Trip Projections

N
Not to Scale

xx = Weekday AM Peak Hour of Street (8:00 - 9:00 AM)
[xx] = Weekday AM Peak Hour of Site (9:30 - 10:30 AM)
(xx) = Weekday PM Peak Hour of Street (4:30 - 5:30 PM)
{xx} = Weekday PM Peak Hour of Site (7:30 - 8:30 PM)
= Existing Stop Sign
= Proposed Stop Sign
= Existing Traffic Signal
= Planned Roundabout
- = Less than Five Vehicles

Crystal Lake Avenue
Congress Parkway
Rickert Road
Pingree Road
Exchange Drive
Commonwealth Drive
Main Street
Northwest Highway (US 14)
SITE
Access 1
Access 2
Access 3
Access 4
Access 5

15 [10] (35) {40}
355 [365] (455) {280}
10 [25] (45) {45}
30 [40] (55) {50}
255 [165] (275) {125}
55 [95] (125) {45}
{30} (30) [15] 20
{135} (350) [135] 230
{200} (280) [275] 240
{160} (275) [200] 80
{415} (595) [345] 225
{105} (130) [70] 60
– [25] (15) {30}
– [35] (20) {45}
– [25] (15) {20}
– [25] (15) {30}
– [45] (25) {85}
– [20] (–) {30}
– [35] (20) {70}
– [–] (–) {50}
– [–] (–) {–}
– [–] (–) {–}
– [55] (20) {50}
– [–] (–) {20}
– [25] (–) {–}
– [55] (20) {50}
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{–} (–) [–] –
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{40} (–) [80] –
{–} (–) [55] –
{60} (15) [50] –
{–} (–) [–] –
{60} (15) [50] –
465 [425] (635) {340}
225 [270] (220) {105}
{570} (1,005) [580] 440
{75} (–) [105] –
20 [95] (70) {130}
– [5] (5) {–}
10 [15] (10) {10}
95 [140] (325) {150}
100 [250] (310) {215}
{–} (–) [–] –
{40} (–) [35] –
10 [10] (15) {5}
165 [280] (540) {230}
15 [25] (25) {5}
5 [5] (15) {5}
5 [20] (30) {45}
– [30] (30) {70}
15 [60] (5) {60}
230 [250] (320) {95}
50 [55] (90) {40}
385 [295] (290) {120}
240 [190] (375) {165}
25 [5] (15) {5}
20 [5] (55) {10}
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{30} (5) [40] 5
{80} (140) [65] 40
{210} (575) [200] 105
{–} (5) [–] 10
{130} (330) [135] 90
{70} (120) [115] 185
{290} (405) [170] 185
{–} (15) [5] 30
80 [145] (215) {120}
270 [310] (430) {305}
105 [120] (130) {95}
70 [115] (140) {75}
585 [700] (1,320) {745}
70 [130] (230) {220}
{–} (5) [–] –
{100} (170) [155] 95
{530} (985) [770] 875
{50} (65) [75] 55
{75} (145) [115] 35
{275} (460) [450] 315
{125} (190) [150] 120
– [35] (20) {20}
– [25] (15) {–}
– [–] (–) {–}
– [45] (–) {30}
– [–] (–) {–}
– [–] (–) {40}
– [45] (–) {50}
– [45] (–) {30}
{40} (–) [25] –
{40} (15) [25] –
{–} (–) [–] –
{40} (30) [50] –
Exchange Drive

Sam Schwartz

Figure 8
Future (Year 2027) Build Traffic Projections

N

Not to Scale

xx = Weekday AM Peak Hour of Street (8:00 - 9:00 AM)

[xx] = Weekday AM Peak Hour of Site (9:30 - 10:30 AM)

(xx) = Weekday PM Peak Hour of Street (4:30 - 5:30 PM)

{xx} = Weekday PM Peak Hour of Site (7:30 - 8:30 PM)

= Existing Stop Sign

= Proposed Stop Sign

= Existing Traffic Signal

= Planned Roundabout

\- = Less than Five Vehicles

SITE

Crystal Lake Avenue

Congress Parkway

Commonwealth Drive

Northwest Highway (US 14)

Main Street

Access 1

Access 2

Access 3

Access 4

Access 5

Exchange Drive

Rickert Road

Pingree Road

Figure 9

Future (Year 2027) Build Traffic Projections (Exchange Drive/Main Street Alternate Configuration)

Sam Schwartz

3.9. Future Intersection Operations

Capacity analyses were conducted to assess future traffic operation both with and without the proposed development. For signalized and stop-controlled study intersections, these analyses were conducted using Synchro software. The planned roundabout at Congress Parkway and Exchange Drive was analyzed using SIDRA Intersection software. The results of these analyses for Future No-Build and Future Build conditions are detailed in the following sections.

Future No-Build (Year 2027) Conditions

As noted previously in *Section 3.1*, the City of Crystal Lake plans to construct a roundabout at the intersection of Congress Parkway and Exchange Drive. This intersection was therefore analyzed as such using the geometry illustrated on a preliminary concept plan provided by the City (included in the Appendix). Based on these assumptions, **Table 7** shows the intersection capacity analysis results for the study area under Future No-Build (Year 2027) conditions.

Table 7. Future No-Build (Year 2027) Levels of Service

Intersection	Weekday Morning				Weekday Evening			
	Peak Hour of Street Traffic (8:00-9:00AM)		Peak Hour of Site Traffic (9:30-10:30AM)		Peak Hour of Street Traffic (4:30-5:30PM)		Peak Hour of Site Traffic (7:30-8:30PM)	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Main Street / Crystal Lake Avenue[1]								
Eastbound	25.3	C	22.0	C	43.6	D	22.6	C
Westbound	42.0	D	35.8	D	43.7	D	39.9	D
Northbound	11.8	B	11.1	B	19.8	B	13.4	B
Southbound	20.5	C	17.9	B	29.9	C	17.8	B
Intersection	*24.6*	*C*	*19.7*	*B*	*32.0*	*C*	*20.1*	*C*
Main Street / Congress Parkway[1]								
Westbound	36.4	D	39.8	D	46.5	D	34.1	C
Northbound	2.1	A	2.2	A	6.5	A	2.5	A
Southbound	4.3	A	6.0	A	9.8	A	3.8	A
Intersection	*7.9*	*A*	*11.6*	*B*	*17.9*	*B*	*10.3*	*B*

[1]Signalized Intersection
[2]Stop-Controlled Intersection
[3]Roundabout Intersection

Table 7. Future No-Build (Year 2027) Levels of Service (continued)

Intersection	Weekday Morning				Weekday Evening			
	Peak Hour of Street Traffic (8:00-9:00AM)		Peak Hour of Site Traffic (9:30-10:30AM)		Peak Hour of Street Traffic (4:30-5:30PM)		Peak Hour of Site Traffic (7:30-8:30PM)	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Main Street / US 14[1]								
Eastbound	32.2	C	30.7	C	38.9	D	27.1	C
Westbound	26.2	C	26.7	C	43.9	D	29.7	C
Northbound	52.4	D	58.3	E	60.2	E	54.9	D
Southbound	39.8	D	39.6	D	45.4	D	39.2	D
Intersection	*35.4*	*D*	*36.6*	*D*	*45.7*	*D*	*34.8*	*C*
Congress Parkway / Commonwealth Drive[2]								
Eastbound Left Turn	7.8	A	8.1	A	8.8	A	7.9	A
Westbound Left Turn	8.3	A	8.3	A	8.3	A	7.5	A
Northbound	12.7	B	14.0	B	17.6	C	9.9	A
Southbound	11.6	B	12.8	B	14.2	B	10.1	B
Congress Parkway / Exchange Drive[3]								
Eastbound	5.0	A	4.9	A	5.4	A	4.9	A
Westbound	5.5	A	5.6	A	5.9	A	5.9	A
Northbound	6.7	A	6.5	A	7.7	A	5.9	A
Southbound	6.2	A	6.1	A	7.0	A	6.9	A
Intersection	*5.5*	*A*	*5.5*	*A*	*6.1*	*A*	*5.6*	*A*
Congress Parkway / Pingree Road[1]								
Eastbound	27.2	C	26.4	C	94.6	F	28.3	C
Westbound	34.8	C	43.3	D	41.1	D	39.1	D
Northbound	30.2	C	25.9	C	32.5	C	17.9	B
Southbound	10.9	B	10.0	A	22.0	C	13.1	B
Intersection	*20.2*	*C*	*19.6*	*B*	*54.5*	*D*	*20.5*	*C*

[1]Signalized Intersection
[2]Stop-Controlled Intersection
[3]Roundabout Intersection

As shown in the preceding table, most intersection approaches are projected to continue to operate at LOS D or better during the morning and evening peak hours. As was the case under existing conditions, two study approaches operate at LOS E or LOS F during certain peak hours. The eastbound approach of Congress Parkway at Pingree Road continues to operate at LOS F during the evening peak hour of adjacent street traffic, a condition that the City of Crystal Lake will be monitoring for in the event that a significant increase in background traffic and Metra commuter traffic return to this approach as pandemic recovery continues. Furthermore, the northbound approach of Main Street at US 14 is projected to continue operating at LOS E during the morning peak hour of site traffic and the evening peak hour of adjacent street traffic, which is largely the result of the long cycle length at this intersection and the allocation of a large portion of green time to US 14 as the major street.

Future Build (Year 2027) Conditions

With construction of the proposed development project, several improvement measures were identified to accommodate site traffic. These recommendations were identified in accordance with jurisdictional standards, where applicable, and to promote safe and efficient traffic operation within the study area.

As noted previously in *Section 3.8*, two potential access configurations were considered for the proposed extension of Exchange Drive at Main Street based on discussions with City staff: right-in/right-out only and right-in/right-out/left-out. In other words, consideration was given to permitting westbound left-turn maneuvers at this new intersection. The projected capacity results with and without westbound left-turn maneuvers at this intersection (assuming a single westbound approach lane for both scenarios) are compared later in this section in order to recommend an appropriate configuration. Due to the lack of a median for a dedicated left-turn lane on Main Street and the proximity to an at-grade railroad crossing, consideration was not given to permitting southbound left-turn maneuvers onto Exchange Drive, per discussions with City staff. As such, No Left Turn signage should be posted in accordance with standards in the Manual on Uniform Traffic Control Devices for Sign R3-2 (No Left Turn). For northbound right-turn maneuvers from Main Street onto Exchange Drive, reference was made to turn lane warrant criteria in the IDOT Bureau of Design and Environment (BDE) Manual. This criteria, however, does not specifically cover a four-lane roadway with a design speed limit below 50 MPH (Main Street has a posted speed of 40 MPH, which typically coincides with a design speed of 45 MPH). Absent a specific jurisdictional standard for the provision of a dedicated right-turn lane on this corridor, Sam Schwartz considered the high volume of northbound right-turning movements anticipated during the peak hours of site traffic and recommends that a dedicated northbound right-turn lane be provided. To further reinforce the prohibition against southbound left-turn movements and provide a visible location for No Left Turn signage to be mounted, it is recommended that this right-turn lane be constructed with channelization. Per BDE standards, a 185-foot storage bay and 200-foot taper should be provided for this dedicated turn lane.

Along the site frontage, it is assumed based on discussions with City staff that Exchange Drive would be constructed with a width similar to its existing segment immediately east of the subject property and would be striped with one lane in each direction. Based on a review of projected inbound left- and right-turning movements at the site access intersections, it is not anticipated that dedicated turn lanes would be warranted at those locations. For consistency with existing posted signage on Exchange Drive and City code, a 30 MPH speed limit is assumed for this roadway. Signage indicating this speed limit should be posted for both eastbound and westbound traffic, especially in proximity to the new intersection with Main Street. Commonwealth Drive should also be posted with 30 MPH speed limit signage north of Congress Parkway, since this roadway would become a through street as part of the proposed project.

At the new intersection of Exchange Drive and Commonwealth Drive, it is assumed that Exchange Drive would provide a single approach lane with shared turn movements on its east- and westbound approaches. Based on its current width and striping at other area intersections, it is recommended that Commonwealth Drive be striped with separate northbound left- and right-turn lanes at Exchange Drive. Minor-leg stop control is recommended for Commonwealth Drive based on projected traffic volumes and the T intersection configuration planned at this location.

To facilitate pedestrian access to and from the site and within the larger study area, it is recommended that sidewalks be constructed on both sides of Exchange Drive between its current western terminus and the new intersection with Commonwealth Drive. The existing sidewalk on the east side of Commonwealth Drive north of Congress Parkway should be extended to meet Exchange Drive, including a striped crosswalk across the east leg of the Exchange Drive/Commonwealth Drive intersection. These new sidewalks would provide a continuous connection through the park (meeting a complete and contiguous sidewalk on the south side of Exchange Drive east of the site) while also supporting employees of the subject development with a sidewalk connection along the immediate site frontage. This infrastructure would support connections between the proposed development and the Pingree Road Metra station, as well as the Pace Bus Route 550 stop at Main Street/Congress Parkway. Because the sidewalk along the north side of Exchange Drive east of the site is not currently complete, the developer should also coordinate with the City to identify an appropriate location for a striped crosswalk across Exchange Drive at Access 2 or Access 3 (near the Associates parking lot and building entrances) to connect building employees to the complete sidewalk on the south side of the street.

At the site access intersections, it is recommended that minor-leg stop control be posted for outbound traffic. For the purposes of analysis, it was assumed that Access 1 and Access 4 would provide separate left- and right-turn lanes for outbound traffic, while Access 2, Access 3, and Access 5 would provide a single outbound lane, as shown on the concept site plan in the Appendix. Sam Schwartz also reviewed internal traffic circulation on the concept site plan and found it to be acceptable.

Based on these recommended improvements and assumptions, capacity analysis results for Future Build traffic conditions are presented in **Table 8**. The results shown in this table reflect a right-in/right-out configuration at Main Street/Exchange Drive.

Table 8. Future Build (Year 2027) Levels of Service

Intersection	Weekday Morning				Weekday Evening			
	Peak Hour of Street Traffic (8:00-9:00AM)		Peak Hour of Site Traffic (9:30-10:30AM)		Peak Hour of Street Traffic (4:30-5:30PM)		Peak Hour of Site Traffic (7:30-8:30PM)	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Main Street / Crystal Lake Avenue[1]								
Eastbound	25.3	C	21.2	C	44.0	D	21.4	C
Westbound	42.0	D	36.3	D	44.1	D	40.4	D
Northbound	11.8	B	11.2	B	19.9	B	13.5	B
Southbound	20.5	C	18.5	B	30.2	C	18.5	B
Intersection	*24.6*	*C*	*19.7*	*B*	*32.1*	*C*	*20.0*	*B*
Main Street / Congress Parkway[1]								
Westbound	36.4	D	41.2	D	45.9	D	39.8	D
Northbound	2.1	A	3.0	A	7.0	A	3.2	A
Southbound	4.3	A	7.7	A	10.7	B	5.8	A
Intersection	*7.9*	*A*	*12.9*	*B*	*18.6*	*B*	*13.5*	*B*
Main Street / US 14[1]								
Eastbound	32.2	C	31.7	C	38.9	D	28.8	C
Westbound	26.2	C	27.5	C	43.9	D	31.3	C
Northbound	52.4	D	63.1	E	60.2	E	54.7	D
Southbound	39.8	D	40.9	D	47.0	D	39.5	D
Intersection	*35.4*	*D*	*39.1*	*D*	*45.9*	*D*	*36.3*	*D*
Congress Parkway / Commonwealth Drive[2]								
Eastbound Left Turn	7.8	A	8.2	A	8.8	A	8.0	A
Westbound Left Turn	8.3	A	8.3	A	8.3	A	7.5	A
Northbound	12.7	B	15.6	C	18.1	C	10.7	B
Southbound	11.6	B	12.4	B	13.5	B	10.4	B

[1]Signalized Intersection
[2]Stop-Controlled Intersection
[3]Roundabout Intersection

Table 8. Future Build (Year 2027) Levels of Service (continued)

Intersection	Weekday Morning				Weekday Evening			
	Peak Hour of Street Traffic (8:00-9:00AM)		Peak Hour of Site Traffic (9:30-10:30AM)		Peak Hour of Street Traffic (4:30-5:30PM)		Peak Hour of Site Traffic (7:30-8:30PM)	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Congress Parkway / Exchange Drive[3]								
Eastbound	5.0	A	5.2	A	5.6	A	5.3	A
Westbound	5.5	A	5.7	A	5.9	A	5.7	A
Northbound	6.7	A	6.5	A	7.8	A	6.1	A
Southbound	6.5	A	8.1	A	8.1	A	7.4	A
Intersection	*5.5*	*A*	*5.8*	*A*	*6.3*	*A*	*6.0*	*A*
Congress Parkway / Pingree Road[1]								
Eastbound	27.2	C	27.5	C	99.6	F	29.7	C
Westbound	34.8	C	45.8	D	41.1	D	40.9	D
Northbound	30.2	C	29.2	C	32.5	C	21.1	C
Southbound	10.9	B	10.4	B	22.0	C	13.1	B
Intersection	*20.2*	*C*	*20.9*	*C*	*56.9*	*E*	*22.3*	*C*
Main Street / Exchange Drive[2]								
Westbound (Right Turn Only)	10.0	B	10.3	B	12.7	B	10.4	B
Exchange Drive / Commonwealth Drive[2]								
Westbound Left Turn	7.2	A	7.7	A	7.3	A	7.7	A
Northbound	8.4	A	9.4	A	8.8	A	9.3	A
Exchange Drive / Access 1[2]								
Eastbound Left Turn	7.2	A	7.5	A	7.3	A	7.8	A
Southbound	8.4	A	10.2	B	8.7	A	10.3	B

[1]Signalized Intersection
[2]Stop-Controlled Intersection
[3]Roundabout Intersection

Table 8. Future Build (Year 2027) Levels of Service (continued)

Intersection	Weekday Morning				Weekday Evening			
	Peak Hour of Street Traffic (8:00-9:00AM)		Peak Hour of Site Traffic (9:30-10:30AM)		Peak Hour of Street Traffic (4:30-5:30PM)		Peak Hour of Site Traffic (7:30-8:30PM)	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Exchange Drive / Access 2[2]								
Eastbound Left Turn	7.2	A	7.5	A	7.3	A	7.4	A
Southbound	8.4	A	9.9	A	8.6	A	9.0	A
Exchange Drive / Access 3[2]								
Eastbound Left Turn	7.2	A	7.5	A	7.3	A	7.4	A
Southbound	8.4	A	9.2	A	8.6	A	9.6	A
Exchange Drive / Access 4[2]								
Eastbound Left Turn	7.2	A	7.4	A	7.2	A	7.4	A
Southbound	8.4	A	9.3	A	8.5	A	8.7	A
Exchange Drive / Access 5[2]								
Eastbound Left Turn	7.2	A	7.5	A	7.2	A	7.5	A
Southbound	8.9	A	10.4	B	9.1	A	9.8	A

[1]Signalized Intersection
[2]Stop-Controlled Intersection
[3]Roundabout Intersection

After completion of the proposed development, area traffic operation is expected to be largely similar to Future No-Build (Year 2027) conditions. The intersection LOS grade for Congress Parkway and Pingree Road is projected to change from LOS D under no-build conditions to a LOS E during the evening peak hour of adjacent street traffic due to additional delay on the eastbound approach. As stated earlier in this report, the City should monitor this approach for future congestion as pandemic recovery continues to determine whether a second left-turn lane may be a beneficial improvement at this intersection. No other level of service changes are projected to occur after the addition of site traffic.

At the intersection of Main Street and Congress Parkway, the westbound 95th percentile queue is projected to be 386 feet long during the evening peak hour of adjacent street traffic. With 360 feet of storage on Congress Parkway between Main Street and Commonwealth Drive, a queue of this length would be expected to extend into the intersection of Congress Parkway and Commonwealth Drive by approximately one vehicle length. This projected queue length can be attributed to the fact that all site traffic departing to the south on Main Street must make a left turn from westbound Congress Parkway, since no left turns from Exchange Drive onto Main Street were included in the scenario presented in Table 8. If these westbound left turns from Exchange Drive onto Main Street were permitted and all site-related traffic heading south on Main Street routed via this permitted movement, the westbound 95th percentile queue on Congress Parkway at Main Street would be projected at 360 feet long, fitting within the available spacing between Main Street and Commonwealth Drive. Capacity analysis results at the

intersection of Main Street and Exchange Drive under this right-in/right-out/left-out configuration are shown in **Table 9** below.

**Table 9. Future Build (Year 2027) Levels of Service –
Main Street/Exchange Drive Alternate with Westbound Left Turns Permitted**

Intersection	Weekday Morning				Weekday Evening			
	Peak Hour of Street Traffic (8:00-9:00AM)		Peak Hour of Site Traffic (9:30-10:30AM)		Peak Hour of Street Traffic (4:30-5:30PM)		Peak Hour of Site Traffic (7:30-8:30PM)	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Main Street / Exchange Drive[1]								
Westbound (Left Turns Allowed)	15.0	C	19.1	C	39.9	E	20.6	C
[1]Stop-Controlled Intersection								

As shown above, the westbound approach of Exchange Drive at Main Street is expected to operate at LOS C during most peak hours if westbound left turns are permitted. The one exception is during the evening peak hour of adjacent street traffic, when traffic volumes on Main Street are at their highest volume. During this peak hour, westbound Exchange Drive is projected to operate at LOS E. It can be noted that it is not atypical for minor-leg stop-controlled approaches to experience this level of delay at intersections with arterial roadways, and an evaluation of projected future traffic volumes at the Main Street/Exchange Drive intersection reveal that a new traffic signal is not expected to be warranted. With a projected 95th percentile westbound queue of only 1.2 vehicle lengths during this peak hour, it is expected that traffic operation would be generally satisfactory at the intersection of Main Street and Exchange Drive if westbound left turns were permitted. Based on these results and a high-level review of available sight distance, Sam Schwartz did not identify any reasons to prohibit westbound left turns at this location. As noted previously, a single westbound approach lane was assumed for these analyses and is recommended in order to better reinforce the restriction against southbound left turns, since unnecessary pavement width on Exchange Drive could increase drivers' comfort performing illegal left turns at this location.

Elsewhere in the study area, it can be noted that future traffic operation is expected to be satisfactory, including at the new intersection of Exchange Drive and Commonwealth Drive and all site access intersections.

Based on discussions with City staff, the relative increase in existing traffic volume at the intersection of Congress Parkway and Exchange Drive as a result of the proposed development during each of the peak hours was quantified, as shown in **Table 10** on the following page. Table 10 also shows the average relative increase in traffic volumes across the four study peak hours for use in discussing a fair-share contribution toward the cost of constructing a roundabout at this location.

Table 10. Projected Traffic Volume Increase at Congress Parkway & Exchange Drive due to Proposed Development

Peak Hour	Total Intersection Traffic Volume (Vehicles per Hour)		Percent Increase
	Existing	Existing + Industrial Development	
Weekday Morning Peak Hour of Street Traffic (8:00-9:00AM)	521	521	0.0%
Weekday Morning Peak Hour of Site Traffic (9:30-10:30AM)	618	758	22.7%
Weekday Evening Peak Hour of Street Traffic (4:30-5:30PM)	1,030	1,060	2.9%
Weekday Evening Peak Hour of Site Traffic (7:30-8:30PM)	449	609	35.6%
Average	**655**	**737**	**12.5%**

04. Recommendations and Conclusions

Based on the assumptions and analyses detailed in this report, the following recommendations should be implemented as part of the proposed development project:

- The extension of Exchange Drive through the site should provide a single travel lane in each direction. A 30 MPH speed limit should be posted in the east- and westbound directions, particularly near the new intersection with Main Street.
- On Commonwealth Drive between Exchange Drive and Congress Parkway, 30 MPH signage should be posted to reinforce City code.
- At Main Street/Exchange Drive:
    - Provide a dedicated northbound right-turn lane with channelization.
    - Provide a single westbound lane for left- and right-turn maneuvers.
    - Post minor-leg stop control for westbound traffic.
    - Post No Left Turn (R3-2) signage for southbound traffic in accordance with MUTCD standards.
- At Exchange Drive/Commonwealth Drive:
    - Provide separate left- and right-turn lanes on the northbound approach.
    - Post minor-leg stop control for northbound Commonwealth Drive.
- Post minor-leg stop control at all site access driveways to Exchange Drive.

With implementation of the above recommendations, it is anticipated that area traffic operation would be generally acceptable after completion of the subject development and that the impact of site-related traffic would be mitigated.

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: December 21, 2021

Item: Bid Award – Tek Drive Sanitary Sewer Pump Station 19 Generator Replacement Project

Staff Recommendation: Motion to award the contract for the Tek Drive Sanitary Sewer Pump Station 19 Generator Replacement Project to the lowest responsive, responsible bidder, Midwest Power Industry, and adopt a Resolution authorizing the City Manager to execute a contract with Midwest Power Industry in the amount of $121,376.00 with a 10% contingency for unforeseen expenses and to approve warranted completion date extensions.

Staff Contact: Michael Magnuson, P.E., Director of Public Works & Engineering

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Background:
The Wastewater Division is responsible for the operation and maintenance of 28 sanitary sewer pump stations and 3 storm water pump stations. Repair parts for the generator located at 697 Tek Drive are becoming increasingly difficult to obtain. This generator is over 30 years old. Therefore, the City had the necessary engineering design studies conducted and sought bids to replace the existing emergency diesel generator. The existing generator is located inside of the building and has a "day tank" with a 50 gallon diesel capacity which does not allow for 24-hours of continuous operation in an extended emergency event. The new generator will be natural gas and will therefore have a continuous fuel supply to run without the need for refueling operations. The project includes minor building modifications.

On December 13, 2021, the City of Crystal Lake publicly opened and read aloud the bids received for the Sanitary Sewer Pump Station 19 Generator Replacement Project. The following are the bid results:

Bidder	Base Bid Total
√ Midwest Power Industry Ringwood, IL	$121,376.00
Keno & Sons Lake Bluff, IL	$129,600.00
Newcastle Electric, Itasca, IL	$130,000.00

√ Indicates the lowest responsive and responsible bidder

Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (1)whose bid substantially conforms to the material provisions of the bid specifications, (2) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with the bid specifications, and (3) whose bid prices is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Midwest Power Industry is the current generator maintenance and repair contractor for the City and has provided satisfactory service. It is the recommendation of staff to award the contract to the lowest responsive, responsible bidder, Midwest Power Industry, for the Sanitary Sewer Pump Station 19 Generator Replacement Project. The FY 2021/2022 Budget for this project is $165,000.

Votes Required to Pass:

Simple majority.

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to replace the generator at the Tek Drive Sanitary Sewer Pump Station 19; and

WHEREAS the CITY received and publicly opened bids for the replacement of the Tek Drive Sanitary Sewer Pump Station 19 Generator Replacement Project on December 13, 2021; and

WHEREAS the lowest responsive and responsible bidder is Midwest Power Industry, Ringwood, Illinois.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Midwest Power Industry for the Tek Drive Sanitary Sewer Pump Station 19 Generator Replacement Project in the amount of $121,376.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

Draft

DATED this 21st day of December, 2021.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 21, 2021
APPROVED: December 21, 2021

Draft

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: December 21, 2021

Item: Bid Award – Edgewater Drive Sanitary Sewer Pump Station 16 Rehabilitation Project

Staff Recommendation: Motion to award the Edgewater Drive Sanitary Sewer Pump Station 16 Rehabilitation Project to Marc Kresmery Construction and adopt a Resolution authorizing the City Manager to execute an agreement with Marc Kresmery Construction in the amount of $696,000 with a 10% contingency for unforeseen expenses and to approve warranted completion date extensions.

Staff Contact: Michael Magnuson, P.E., Director of Public Works & Engineering

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Background:
Sanitary Sewer Pump Station 16, located at 250 Edgewater Drive, was constructed in 1972 and last rehabilitated in 1989 (32 years ago). The pumps are obsolete (no longer manufactured) and replacement parts need to be custom fabricated. The existing station configuration requires fall protection and confined space entry for employees to service. This project was initially included in the FY 2019/2020 Budget and part of the Capital Improvement Plan. During that budget year, Crawford, Murphy and Tilly, Inc. was awarded the project's contract for design and engineering.

This project includes the removal of the dry pit lift station wet well pumps, generator and associated components. The rehabilitation includes the installation of new pumps, piping, check valves, and new electrical motor control center (MCC). In addition, the existing diesel powered emergency generator with a "day tank" will be replaced with a natural gas generator with a new automatic transfer switch. This will be a safer configuration for the employees to operate in. A natural gas generator will eliminate the need to resupply the station with diesel fuel during prolonged power outages. The scope of work also includes the design of all required changes or upgrades to the existing SCADA controls, associated Programmable Logic Circuit (PLC's) equipment and the connections to the City's existing SCADA network (cellular/internet).

On December 13, 2021, the City of Crystal Lake publicly opened and read aloud the bids received for the Edgewater Drive Sanitary Sewer Pump Station 16 Rehabilitation Project.

The bid results are as follows:

Bidder	Total Project Cost
√ Marc Kresmery Construction Elgin, IL	$696,000.00
Independent Mechanical, Elk Grove Village, IL	$855,000.00
Boller Construction, Waukegan, IL	$867,600.00
Bolder Construction, Cary, IL	$1,040,000.00

√ Indicates the lowest responsive and responsible bidder

Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (1)whose bid substantially conforms to the material provisions of the bid specifications, (2) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with the bid specifications, and (3) whose bid prices is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Marc Kresmery Construction has previously completed satisfactory work for the City. It is the recommendation of staff to award the contract to the lowest responsive, responsible bidder, Marc Kresmery Construction, for the Edgewater Drive Sanitary Sewer Pump Station 16 Rehabilitation Project. The FY 2021/2022 Budget for this project is $728,000.00.

Votes Required to Pass:

Simple majority of the City Council

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to rehabilitate the Edgewater Drive Sanitary Sewer Pump Station 16; and

WHEREAS the CITY received and publicly opened bids for the rehabilitation of the Edgewater Drive Sanitary Sewer Pump Station 16 on December 13, 2021; and

WHEREAS the lowest responsive and responsible bidder is Marc Kresmery Construction Elgin, IL.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Marc Kresmery Construction for the Edgewater Drive Sanitary Sewer Pump Station 16 in the amount of $696,000.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

Draft

DATED this 21st day of December, 2021.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 21, 2021
APPROVED: December 21, 2021

Draft

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: December 21, 2021

Item: Proposal Award - North Main Street Improvement for Construction Engineering Services

Staff Recommendation: Motion to award the proposal for the North Main Street Improvement Construction Engineering Services to the most qualified, responsible and responsive proposer, GSG Consultants, Inc., and adopt a Resolution authorizing the City Manager to execute an agreement with GSG Consultants, Inc. in the amount of $323,951.00 with a 10-percent contingency for changes in scope and approve warranted completion date extensions.

Staff Contact: Michael Magnuson, P.E., Director of Public Works & Engineering

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Background:
The North Main Street Improvement, scheduled for construction in 2022, will improve the intersection of North Main Street at Illinois Route 176 (IL 176) and also improve North Main Street between IL 176 and Woodstock Street. The project will include:

- A new traffic signal with an eastbound right turn lane on IL 176 and a northbound left turn lane on North Main Street
- Resurfacing of North Main Street from IL 176 to south of Woodstock Street
- Upgrading the water main along IL 176 (North Main Street to Park Avenue) and along North Main Street (Prairie Street to IL 176)

Construction of this project will be complex. In order to construct the water main, eastbound IL 176 will have to be detoured during the water main construction portion of the project. Similarly, northbound Main Street will be detoured during the construction of the water main on Main Street. Once the water main work is completed, two-way traffic will be restored for the remainder of the construction project.

The City was successful in obtaining $1.5 million in federal Surface Transportation Program funding and an additional $187,500 from the Illinois Department of Transportation (IDOT) to reduce the City's share of costs. As a condition of this funding assistance, the construction contract will be administered through IDOT, which had a construction letting on November 5, 2021. Pirtano Construction Company placed the low bid of $4,564,372.47, and the construction contract was awarded on December 3, 2021 by IDOT.

Construction Engineering Services

This project will require full time construction observation staff along with surveying assistance, extensive IDOT documentation and submittals. The City does not have enough in-house staff to dedicate to this project. Therefore, the Public Works Department followed the City's Purchasing Policy to solicit proposals from consulting engineering firms for construction engineering services for this project. The request for proposal (RFP) outlined specific experience and expertise requirements to ensure responding consultants were proposing qualified staff for this complicated project. These requirements include prequalification by IDOT and the requirement that the staff member who will directly oversee the improvement must have previous construction engineering experience with IDOT District 1 (Chicago metro area). As part of IDOT's involvement and administration of the contract, along with the detour of a State Highway (IL 176), the construction oversight, documentation and inspection of traffic control during the detours will need to meet all IDOT District 1 requirements. District 1 has unique construction standards and requirements that are not found in other Districts around the State.

Two firms submitted proposals. The proposals were reviewed based on the consultants' qualifications, experience, proposed staff for this specific project and the proposed cost. The qualifications criteria considered during the review were:

- Firm Experience
- Staff Experience, specifically with IDOT District 1 projects
- Scope of Services
- Relevant IDOT District 1 Project Examples
- References

Vendor	Meets RFP Min. Staffing Qualifications	Total Base Proposal
√ GSG Consultants, Inc.	Yes	$323,951.00
Fehr Graham and Associates LLC	No	$293,050.00

√ Indicates the recommended vendor

The City attempted to solicit proposals from other qualified firms, but was unsuccessful. Firms indicated they did not have enough qualified staff available to dedicate to this project.

Recommendation:

This contract is being presented pursuant to an RFP process. Under such process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City" and not necessarily the lowest cost proposer. City staff has reviewed the proposals received, and determined that the recommended consultant meets the requirements for project and therefore will be the most well-suited for the project.

The North Main Street Improvement project is a very complicated project that includes:

- Extensive coordination with the directly impacted residents within the project limits
- Impacts to traffic and local businesses near downtown Crystal Lake

- Eastbound IL 176 detour along US 14 and IL 31 which requires very detailed coordination with IDOT
- Northbound Main Street detour along Gates Street and Walkup Avenue
- Daily coordination with IDOT
- Coordination with multiple private utilities
- Construction around the Union Pacific Railroad and Metra station

Based on the proposals received and the experience and qualifications noted, it is the recommendation of Public Works staff to select GSG Consultants, Inc. to provide construction engineering services for the North Main Street Improvement project. GSG Consultants, Inc. and the assigned construction engineer have extensive construction oversight experience with IDOT District 1 projects on state roadways including expressways. The assigned construction engineer also has extensive communication experience with residents and has worked with rail agencies and private utilities.

Funds have been budgeted for this work.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to add a new traffic signal at the intersection of IL 176 and North Main Street, replace and upgrade water mains, valves, water services and associated appurtenances in the vicinity of North Main Street and IL 176 to improve water service and system reliability; and

WHEREAS in order to ensure the project is constructed to proper engineering standards consulting construction engineering services are required to augment staff resources; and

WHEREAS the CITY OF CRYSTAL LAKE received proposals for Construction Engineering Services for the North Main Street Improvement Project on November 17, 2021; and

WHEREAS the most qualified, responsible, and responsive proposer was GSG Consultants, Inc. of Schaumburg, IL;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute and agreement and between the CITY OF CRYSTAL LAKE and GSG Consultants, Inc. for Construction Engineering Services associated with the North Main Street Improvement Project in the amount of $323,951.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve change orders for up to 10 percent of the agreement amount, and execute warranted contract completion date change orders.

DATED this 21st day of December, 2021.

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CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 21, 2021
APPROVED: December 21, 2021

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: December 21, 2021

Item: National Multistate Opioid Settlement Agreement

Staff Recommendation: Motion to adopt a Resolution authorizing the City of Crystal Lake to participate in the national multistate opioid settlement and execute the settlement participation forms noted in this agenda supplement.

Staff Contact: Eric T. Helm, Deputy City Manager
Victor Filippini, City Special Legal Counsel

Background:

The negative public health impact of opioid addiction is widely chronicled. Thousands of lawsuits have been filed by state and local governments against opioid distributors and manufacturers requesting compensation due to the negative impact of opioid addiction. Over the last several years negotiations occurred to reach a single nationwide settlement with state and local governments. In July 2021, Attorney Generals from across the United States, including Illinois, announced they had reached a settlement with the three largest pharmaceutical distributers, McKesson, Cardinal Health and AmerisourceBergen ("Distributors") and the manufacturer Janssen Pharmaceuticals, Inc. and its parent company, Johnson & Johnson (collectively "J&J"). The settlement could provide funds to states and local governments to abate the opioid epidemic.

The proposed settlement requires distributors and manufacturers to pay $26 billion. Of this amount, approximately $22.7 billion is earmarked for use by participating states and local subdivisions to remediate or abate opioid addiction. Since Illinois is participating in the settlement, the City could receive settlement funds. The amount the City could receive will be based on the number of communities participating and the terms of the final settlement. Settlement funds are restricted to funding future opioid remediation efforts, including opioid user treatment and support, preventing future misuse, and training first responders to address opioid misuse.

The Illinois Attorney General encourages Illinois local governments participate in the settlement for several reasons. First, settlement funds will allow local governments to make meaningful change to curb opioid addiction. Second, sufficient participation needs to occur to finalize the settlement and end future litigation. If not enough local governments participate, the incentive for the pharmaceutical distributors and manufacturers to enter into the settlement will not exist. The named parties have the option of "walking away" from the settlement discussions, cancelling the

existing settlement terms. Finally, the extent of participation in each State will determine how much money is allocated to the State. Approximately one half of the payments are in the form of "incentive payments", where States with higher participation receive a greater percentage of settlement funds.

In addition, the City consulted the Illinois Municipal League (IML) to receive its feedback on the proposed settlement. *The IML legal counsel offered no reasons for the City to not "opt-in" on the settlement.* Except for the communities that have previously filed litigation against the pharmaceutical providers, the IML is unaware of any communities that have affirmatively decided to not participate in the settlement. The State encouraged participation by passing PA 102-85, which requires home rule and non-home rule communities to receive permission from the Attorney General prior to filing suit against the parties in question. Receiving this approval is unlikely; therefore, the only opportunity to receive funds from pharmaceutical distributors and manufacturers would be through the settlement noted in this supplement.

Next Steps

At this stage, local governments are requested to sign the attached settlement participation forms. The City's participation in the settlement is optional. If the City were to participate, the City will need to sign the attached settlement participant forms by January 2, 2022.

If the City participates, it will not pay any past, present or future legal fees associated with the settlement. By entering into the settlement, the City would agree to not bring a claim or suit against the pharmaceutical distributors or manufacturers. The City's special legal counsel is not aware of any City damages that would warrant an individual lawsuit against the pharmaceutical industry. Since the City does not have an outstanding lawsuit against the named parties, it would not be negatively impacted by this requirement.

Also attached to this supplement is an example letter sent to local governments, an executive summary of the settlement, and settlement FAQ fact sheet.

City special legal counsel has reviewed the attached settlement forms and finds them acceptable. The City's legal counsel has also confirmed that the City would incur no legal fees or face any legal liability from participation in the settlement.

Votes Required to Pass:

Simple majority

Res. No. ____
File No. ____

The City of Crystal Lake

RESOLUTION AUTHORIZING THE CITY OF CRYSTAL LAKE TO PARTICIPATE IN THE NATIONAL MULTISTATE OPIOID SETTLEMENT AND EXECUTE THE SETTLEMENT PARTICIPATION FORMS

WHEREAS, the State of Illinois has elected to join the two proposed national multistate opioid settlements that have been reached, in order to resolve all opioid litigation claims brought by states and the local political subdivisions against three pharmaceutical distributors ("Distributors") and one manufacturer ("Janssen") (collectively, the "Settlement Agreements"); and

WHEREAS, the Illinois General Assembly has enacted Public Act 102-0085, which precludes any unit of local government, on or after July 9, 2021, from filing or becoming a party to any opioid litigation against an opioid defendant that is subject to a national multistate opioid settlement, unless approved by the Attorney General; and

WHEREAS, the City of Crystal Lake (the "City"), as a unit of local government of the State of Illinois, is authorized to participate in the Settlement Agreements; and

WHEREAS, the corporate authorities of the City find it advisable, necessary and in the best interest of the public that the City opt-in as a participant in the Settlement Agreements.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE by the corporate authorities of the City of Crystal Lake, McHenry County, Illinois as follows:

Section 1. The foregoing recital clauses to this Resolution are adopted as the finding of the corporate authorities of the City and are incorporated herein by specific reference.

Section 2. The corporate authorities of the City hereby elect to opt-in to the National Multistate Opioid Settlement Agreements, which shall include the proposed settlement agreements with Johnson & Johnson, Janssen Pharmaceutical, Inc., Ortho-McNeil-Janssen

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Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., (the "Janssen Settlement") and the proposed settlement agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributor Settlement").

Section 3. The Mayor, City, Clerk, City Manager, and their designees are hereby authorized and directed to take all appropriate actions to cause the City to opt-in as a participant in the Settlement Agreements.

Section 4. This Resolution shall be effective immediately upon its passage and approval by the City Council.

DATED at Crystal Lake, Illinois, this 21st day of December, 2021.

City of Crystal Lake, an
Illinois municipal corporation

_____

Haig Haleblian, MAYOR

SEAL

ATTEST

_____

Nick Kachiroubas, CITY CLERK

PASSED: December 21, 2021
APPROVED: December 21, 2021

Draft