CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
May 3, 2022
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Proclamations**
   - **a. Motorcycle Awareness Month**
   - **b. Public Works Week – May 15-21, 2022**

5. **Approval of Minutes – April 19, 2022 Regular City Council Meeting**

6. **Accounts Payable**

7. **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.

8. **Mayor's Report**

9. **City Council Reports**

10. **Consent Agenda**
    - **a. Prairie Ridge High School – Special Event Request and Fee Waiver - Fishing Tournaments at the Three Oaks Recreation Area – Saturday, May 7, 2022**
    - **b. Land Conservancy of McHenry County – Special Event Request - Crystal Lake Night Owl Bike Ride – Saturday, August 6 – Sunday, August 7, 2022**
    - **c. 6305 Londonderry Drive, Cary, Illinois - County Zoning Request**
    - **d. 10214 Algonquin Road, Huntley, Illinois, Tom's Farm Market - County Zoning Request**
    - **e. Resolution supporting the application for a RISE Local and Regional Planning Grant for the Downtown Crystal Lake Gathering Spaces Project**

11. **Young at Heart Senior Pet Adoption Fundraiser – Special Event Request and Fee Waiver at the Three Oaks Recreation Area – Saturday, June 11, 2022**

12. **Crusin' Tigers Pontiac Club – Special Event Request and Fee Wavier – 2022 Indian Uprising – August 12-14, 2022**

13. **Crystal Lake Police Department – Special Event Request - Special Olympics Car Show – Sunday, July 24, 2022**

14. 7205 Huntley Road – Annexation Public Hearing and Rezoning upon annexation to R-2 Single Family Residential

15. 112 Crandall Avenue - Variation from Article 3 the required 21-foot corner side setback along North Shore Drive to allow 14 feet and the required 20-foot rear yard setback along the alley to allow for 12 feet for a new house

16. 435 Angela Lane, Randall Plaza – Planned Unit Development (PUD) Amendment to remove five required parking lot landscape islands, a variation from Article 4-400 F

17. 551 Congress Parkway – Final Planned Unit Development (PUD) review for a new 93-unit apartment development

18. Resolution to Approve Branding and Digital Marketing Consultant Contract and Marketing Initiatives for Fiscal Year 2022/2023

19. Bid Award – 2022 Lead Service Line Replacement Program

20. Annual Allocation of State Motor Fuel Tax (MFT) Funds

21. Proposal Award – Consultant Selection for Various Architectural and Engineering Services

22. 2022 Independence Day Events and Donations

23. 2022-2025 Collective Bargaining Agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177

24. Ordinance Setting the Public Hearing Date and Approving the Public Notice for the Water's Edge Tax Increment Financing Redevelopment Project Area

25. Board and Commission Appointment – Historic Preservation Commission

26. Council Inquiries and Requests

27. 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

28. Reconvene to Regular Session

29. 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: 10a

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Special Event Request and Fee Waiver – Prairie Ridge High School Fishing Tournaments at Three Oaks Recreation Area

Council Discretion: Motion to approve a waiver of fees for District 155 students associated with the Prairie Ridge High School Fishing Tournament, to be held on Saturday, May 7, 2022, from 7:00 a.m. to 10:00 a.m., and a waiver of fees for an additional weekday fishing tournament for District 155 students at Three Oaks Recreation Area, subject to the recommended conditions, for a total fee waiver request of $360.

Staff Contact: Nick Hammonds, Assistant to the City Manager

Background:

The Prairie Ridge High School bass fishing team is requesting approval for a fishing tournament to be held at Three Oaks Recreation Area on Saturday, May 7, 2022, from 7:00 a.m. to 10:00 a.m. The tournament will be hosted by Prairie Ridge High School, and Crystal Lake South High School will also participate. The petitioner requests the exclusive reserved use of six of the City's 25 row boats and a waiver of fees.

Prairie Ridge High School is additionally requesting a weekday in May to hold a fishing tournament for Prairie Ridge High School students only, with a waiver of fees. The weekday event would be from 3:45 p.m. to 5:45 p.m. on a mutually agreed upon date between the City and the School. The petitioner requests six boats to be reserved for this event, with a waiver of fees. The organizers have also agreed to perform voluntary service hours at the park.

The event was held in 2018 and 2021. The event and the fee waiver request from the 2018 and 2021 events were approved by the City Council.

City Staff Review:

City Staff has reviewed the event and identified financial and park user impacts.

Financial Impact:

The following table provides a breakdown of the costs for the fishing tournaments. It is proposed that all six boats used by District 155 students will have no fee.

Event	*Amount*
May 7, 2022 (6 boats requested) for 3 Hours	
Fee for 6 boats for District 155 Schools	$216
Weekday 2022 Event – District 155 Schools Only for 2 Hours	
Fee for 6 boats for District 155 Schools	$144
Total Fees Waived for Both Events:	**$360**

Park User Impact
The operations at the park will be open as normal throughout the day and the beach will not be open at this time in the season. There are currently no pavilion rentals scheduled for May 7, 2022 at the Three Oaks Recreation Area.

The petitioner is requesting exclusive use of six boats from 7:00 a.m. to 10:00 a.m. on the day of the event. This leaves 19 available row boats for guests to rent at the Marina. Since there is typically high demand for fishing boats on a Saturday morning early in the season, the availability of boats for the general public will be limited. Staff will create social media posts to notify the public of the event and limited boat rentals.

Recommended Conditions:

City staff has reviewed the petitioner's request and offers the following conditions:

1. Comply with all City Code regulations and Special Event requirements, including all insurance requirements. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
2. Comply with all fishing and safety guidelines.
3. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
4. The majority of participating students will be under 18 years of age. Participants aged 14 to 15 must have an accompanying adult on the boat, and students aged 16 and 17 must have prior guardian consent to fish without an adult on board. Participants shall follow all fishing and safety requirements during the tournament.
5. All debris created by the event shall be cleaned up during and after the event.
6. In the case of inclement weather, an alternate date can be approved by the City Manager.
7. Prairie Ridge High School must provide insurance, severe weather and evacuation plan, hold harmless and liability waivers by May 6, 2022 or the event may be cancelled.

The petitioner is aware of the recommended conditions and plans to be present at the meeting.

Votes Required to Pass:

Simple majority vote of the City Council

Agenda Item No: 10b

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Land Conservancy of McHenry County - Crystal Lake Night Owl Bike Ride - Special Event Request

Staff Recommendation: Motion to approve the Land Conservancy of McHenry County's application for a Special Event for the Crystal Lake Night Owl Bike Ride on August 6 through August 7, 2022 pursuant to the recommended conditions.

Staff Contact: Kathryn Cowlin, Director of Community Development
Laurrie Fitzgerald, Support Services Coordinator

Background:
In an effort to promote bicycling as a viable transportation alternative in a unique and fun environment, the Land Conservancy of McHenry County will be hosting their annual Crystal Lake Night Owl Bike Ride, an overnight bike ride through the City between Saturday, August 6, 2022 and Sunday, August 7, 2022. This year's event will begin at 10:00 p.m. and finish around 1:00 a.m. There is no rain date scheduled in case of inclement weather.

The proposed bike ride route is approximately 21 miles long. The route will be the same as in previous years. The route makes use of many existing bike paths and bike routes throughout the City. The ride is open to riders of all ages, and has a limit of 300 riders.

The applicant is requesting use of the City Hall front parking lot for staging and start/end of the event. Entrances to the parking lot would remain open during the event. Participants will use the former public safety building parking lot at 121 W. Woodstock Street and the west end of the Alexander Commuter parking lot for parking during the event. Similar to previous years, City Hall will be open for access to restroom facilities.

City staff has reviewed the petitioner's request and does not have concerns regarding the event, providing the following conditions are met:

1) This approval is contingent upon this event maintaining compliance with the Governor's Restore Illinois Plan
2) The City will have flexibility in altering the course based on any concerns that may arise.

3) Participants shall obey all traffic laws.
4) The organizers will advise participants to ride in one lane and allow space for cars to pass in the other lane.
5) Amplified music will not be allowed in the City Hall parking lot in conjunction with the event.
6) Volunteers shall carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
7) This event will require two officers to direct traffic and race participants throughout City streets. Please contact Patrol Commander, Lucas Behning at (815) 356-3734 to determine/arrange for police officers for assistance with this event. The applicant shall be responsible for paying for Crystal Lake Police Services.
8) All debris created by the event shall be cleaned up during and after the event.
9) Petitioner must adhere to the required City insurance provisions for the use of City-owned property and has provided a certificate of insurance naming the City as additional insured, and signed the required Indemnity/Hold Harmless agreement.
10) Tents and canopies used for an event must comply with the conditions on the attached Tent and Canopy handout.
11) Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division.
    a. Please contact the Building Division regarding signage to be used in conjunction with the event.
    b. Ensure that all signage used for the event does not block the line of sight of vehicles exiting the parking lot.
12) In the case of inclement weather, an alternate date can be approved by the City Manager.

This event will require two officers to assist with the event. One officer will ride with the participants, and a second officer will be in a marked squad car. The Police Department estimates the chargeback fee for the police detail to be about $567.64. The applicant has paid for Police services during previous years' events.

The applicant has been made aware of these recommended conditions and advised to attend the May 3, 2022 City Council meeting to answer any questions.

Votes Required to Pass:
Simple majority vote.

Agenda Item No: 10c

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: COUNTY ZONING REQUEST
Dean Dellacecca, owner
6305 Londonderry Drive, Cary, IL

Recommendation: City Council's discretion.

a) Motion to object to the proposed Variation to allow for maximum impervious surface of 10,017 square feet (81%) instead of the maximum 6,156 square feet (50%) allowed, and a fence height of 7.5 feet instead of the maximum 6 feet allowed, directing staff to proceed with an objection to the County Hearing Officer.
b) No action.

Staff Contact: Kathryn Cowlin, Director of Community Development
Katie Rivard, Assistant City Planner

Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question consists of approximately 12,312 square feet (0.28 acres) and zoned "R-1" Single-Family Residential district. The property is adjacent to Lake Killarney and contains a single-family residence.

Request:

- The petitioner is requesting Variations to allow for a maximum impervious surface of 81% instead of the maximum (50%) and a fence height of 7.5 feet instead of the maximum 6 feet allowed. The petitioner constructed an after-the-fact fence and other additional improvements (patio and other hardscaping).
- The County's minimum lot area for a property in the R-1 Single-Family Residential District is one-half (½) acre. The property has a substandard lot area by approximately 11,968 square feet. The lot area is almost half the size of the minimum lot area requirement, which would allow for approximately 10,000 square feet of impervious surface coverage. The petitioner has indicated their hardship is that the bulk requirements are designed for a lot that is twice the size of their lot.

- Existing improvements on the property include: house, deck, wooden staircase, driveway, brick pavers, landscaped retaining wall, decorative stone, patio, shed and concrete.
- The petitioner has indicated the property has a significant slope on the south side of the lot. Due to the slope, the fence on the petitioner's property ranged from 64-65", while the neighboring property's fence ranges in height from 63.5-87.5" (or about 7.3 feet) as measured at the lower grade level. The petitioner has indicated the zoning ordinance does not accommodate for lots adjacent to a lot with a significant slope, and a 6-foot tall fence would be useless to provide screening to the adjacent lot.
- The property has no flood hazard areas; and, the Soil and Water Conservation District determined the impact to natural resources is minimal.
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

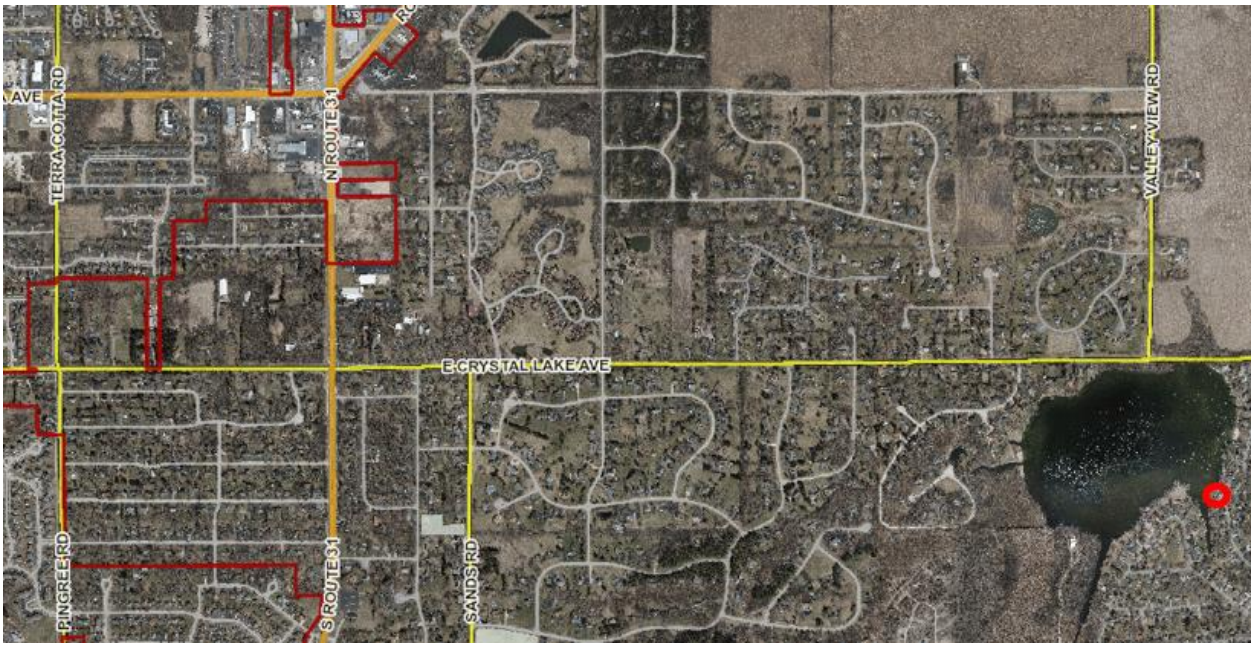
Votes Required to Pass: A simple majority.

PIQ Map

6305 Londonderry Lane, Cary, IL

Adjacent to Lake Killarney on its East Side

Approximately 1.36 miles outside the City Limits



Agenda Item No: 10d

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: COUNTY ZONING REQUEST
Tom's Farm Market – TFM LLC (Thomas C Halat, trustee of Thomas C. Halat Trust No. 101 dated November 14, 1991), Elizabeth Halat, and Mary Manning
10214 Algonquin Road, Huntley, IL

Recommendation: City Council's discretion.

a) Motion to object to the proposed Conditional Use Permit to allow for Agriculture Employee Housing, directing staff to proceed with an objection to the County Hearing Officer.
b) No action.

Staff Contact: Kathryn Cowlin, Director of Community Development
Katie Rivard, Assistant City Planner

Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question (referred to as "Cup Parcel" on the plat of survey) consists of approximately one acre and is zoned "A1" Agriculture District with Conditional Use and Variation.
- The overall area (approximately 42 acres) is most commonly known as Tom's Farm Market and zoned "A1CV" district.

Request:

- The petitioners are requesting a Conditional Use Permit to allow for Agriculture Employee Housing.
- Every other year the petitioners apply for and receive an agriculture housing permit for seasonal agriculture employees. Currently, these employees are housed in mobile homes from April through November.
- The petitioners would like to upgrade the living facilities by constructing one duplex housing unit (36'x88') or two single units (36'x45'). Each unit will house 6 seasonal employees each year. The mobile homes will be removed if the new living facilities are approved.
- The units must comply with OSHA, USDOL standards, and the McHenry County building codes.

- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

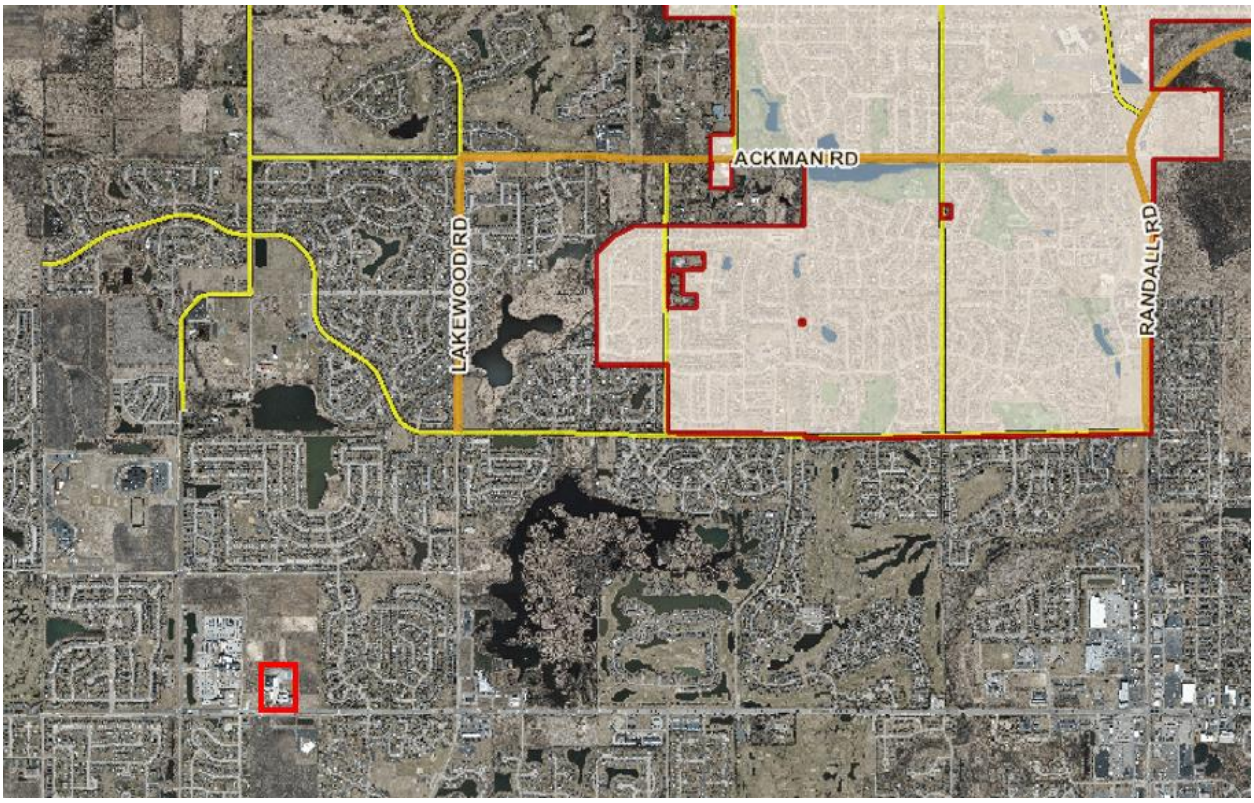
Votes Required to Pass: A simple majority.

PIQ Map

10214 Algonquin Road, Huntley

Adjacent to Northwestern Medicine Huntley Hospital near the Northeast Corner of Haligus Road and Algonquin Road in Grafton Township

Approximately 1.58 miles to City Limits



Agenda Item No: 10e

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Resolution supporting of the application for a RISE Local and Regional Planning Grant for the Downtown Crystal Lake Public Gathering Spaces Project

Staff Recommendation: Motion to adopt a Resolution supporting the application for RISE Local and Regional Planning Grant funding for the Downtown Crystal Lake Public Gathering Spaces Project.

Staff Contact: Kathryn Cowlin, Director of Community Development

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Background:

The Fiscal Year 2022/2023 budget includes professional services for planning projects. The Downtown Public Gathering Spaces project received positive support to continue to explore opportunities for enhancements in Downtown. Four conceptual plans were drafted by Teska Associates for spaces in the Downtown Crystal Lake District that could benefit from enhancements to encourage greater pedestrian-friendly streetscape and public gatherings. During the COVID-19 pandemic we learned that people enjoy dining and lounging outdoors in public spaces while frequenting local businesses.

This project will promote economic development by making the district more inviting. To further enhance the Downtown, the concept plans will be refined, presented to local stakeholders, the public and City Council for additional feedback and concept renderings would be created during Fiscal Year 2022/2023.

City staff is always looking for grant opportunities to fund projects. The RISE Local and Regional Planning Grant program is an opportunity to obtain funding for projects which will support the plan writing for regions affected by the COVID-19 pandemic. The projects must accelerate economic recovery from the COVID-19 pandemic through the updating or creation of a regional plan. The Downtown Crystal Lake Public Gathering Spaces project meets the application requirements of this grant. A resolution of support is a requirement of the grant application submittal and must be included in the City's application.

The City is requesting up to $35,000 to cover the costs of completing the next phases of the project. There is not a fund matching component of this grant, therefore the grant would cover the costs of the project, if awarded.

Votes Required to Pass: Simple majority vote.

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE encourages economic development and private investment within the Downtown Crystal Lake District; and

WHEREAS, the CITY will be preparing concept plans for the Downtown Crystal Lake Public Gathering Spaces Project to enhance the open spaces within Downtown for public gatherings and to further enhance the streetscape with pedestrian-friendly designs to create an inviting atmosphere to stimulate the local economy in an effort to accelerate recovery from the COVID-19 pandemic; and

WHEREAS, the CITY is desirous of obtaining a RISE Local and Regional Planning Grant to fund 100% of project planning costs at $35,000;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS, that the foregoing recitals are repeated and incorporated as though fully set forth herein; and:

BE IT FURTHER RESOLVED that the Mayor and City Council support the Downtown Crystal Lake Public Gathering Spaces Project and support all efforts in including this project in the RISE Local and Regional Planning Grant Program; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any required documents associated with the grant application process.

Draft

DATED this 3rd day of May 2022.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 3, 2022
APPROVED: May 3, 2022

Draft

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Special Event Request and Fee Waiver – Young at Heart Senior Pet Adoption Fundraiser at the Three Oaks Recreation Area

Staff Recommendation: Council Discretion:
1. Motion to approve a waiver of parking fees for event attendees and volunteers for the June 11, 2022 Young at Heart Senior Pet Adoption Fundraiser event at the Three Oaks Recreation Area.

2. Motion to approve a waiver of the Pavilion B rental fees for June 11, 2022.

Staff Contact: Nick Hammonds, Assistant to the City Manager

Background:

Young at Heart Senior Pet Adoptions is a 501(c)3 nonprofit organization based in Woodstock, IL that works to aid in the rescue and rehoming of older dogs and cats. Young at Heart is requesting approval to host a fishing derby fundraiser on Saturday, June 11, 2022 from 6:30 a.m. to 3:00 p.m., utilizing Pavilion B at the Three Oaks Recreation Area. The purpose of the event is to raise funds for the nonprofit, which relies solely on fundraisers and grants to support the mission of the organization. The event itself can be approved administratively, however, the waiver of parking fees and pavilion rental fees requires Council consideration.

The event will include up to 35 volunteers and attendees, and attendees will pay a small fee to participate in a shoreline fishing derby. Similar requests for fundraising fishing derbies have been approved by the City Council in the past for the Crystal Lake Anglers. Below are details regarding the shoreline fishing derby:

- The derby will take place from 7:00 a.m. to 11:00 a.m., with awards and prize distributions taking place at 12:00 p.m.
- It is anticipated that there may be up to 30 participants and five volunteers.

- The Island Pavilion will be the derby headquarters, and the east and west trails will be used for the competition.
- Ticket price will be $25.00 per participant. Prizes include a gift card or various bait and lure packages for largest bass caught and the highest total length of bass caught.
- Young at Heart will also accept donations and will have promotional materials for sale.
- Non-alcoholic refreshments will be available for event attendees.

Three Oaks Recreation Area staff has no issues with the request, and no additional Police or Fire Rescue staffing is necessary for the event. Young at Heart has requested that participants' parking fees and volunteer parking fees for this event be waived. In addition, as a 501(c)3 organization, they are requesting a waiver of the Pavilion B rental fee.

The City has waived parking fees and pavilion rental fees for events for nonprofit groups in the past, including overnight camps held by the Chippewa Girl Scout Service Unit, the Marine Corps Service League fishing events, the CASA of McHenry County Road Rally Fundraiser, and the Immanuel Lutheran morning service. A waiver of parking fees and the pavilion rental fee for the Road Rally would be consistent with previous fee waivers approved by the Council for nonprofit groups.

The following is a breakdown of estimated fees for the event.

Costs Requested to be Waived:

Fee Type	*Amount*
Resident Pavilion Rental Fee (Pavilion B – Island Pavilion) June 11, 2022	$50
Parking Fee (35 cars)	$175
Total Non-Refundable Fees	**$225**

Refundable Costs to be Paid by Petitioner:

Fee Type	*Amount*
Refundable Pavilion Deposit – (Pavilion B – Island Pavilion) June 11, 2022	$50
Refundable Damage Deposit (under 200 people)	$500
Total Refundable Fees	**$550**

Recommended Conditions:

City staff has reviewed the petitioner's request and offers the following conditions:

- Comply with all City Code regulations, Pavilion rental requirements, and Special Event requirements.
- Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
- All traffic control activities shall be performed by City staff.
- All debris created by the event shall be cleaned up during and after the event.
- All temporary electrical items shall comply with the 2017 Electric Code and shall be subject to City inspection. Petitioner shall be responsible for contacting the City for an inspection.
- Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
- If costs are not waived for the event, the petitioner is responsible for the Three Oaks Recreation Area costs.

Votes Required to Pass:

Simple majority vote of the City Council

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: 2022 Indian Uprising Special Event and Fee Waiver Request

Staff Recommendation: Motion to approve the Cruisin' Tigers Pontiac Club's application for the Indian Uprising Special Event and Fee Waiver of the Police Department chargeback fees ($10,163.40).

Staff Contact: Kathryn Cowlin, Director of Community Development

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Background:
The Cruisin' Tigers Pontiac Club is proposing to hold its 31st Annual Indian Uprising fundraiser at the Holiday Inn in Crystal Lake on August 12th through August 14th. The outdoor event will include a car show of over 500 classic cars, a live band, food trucks and a raffle. This is the second time the event will held in Crystal Lake. Previously, the event was held in St. Charles at Pheasant Run Resort.

City staff has reviewed the petitioner's request and does not have concerns regarding the event, providing the following conditions are met:

1. Per the State of Illinois, this event must comply with the Governor's Restore Illinois Plan.
2. Comply with all City Code regulations pertaining to the request.
3. Trash must be picked up on a daily basis.
4. Any lighting should be placed so as not to disturb the neighbors.
5. The event sites are subject to a life safety inspection by the Community Development, Fire Rescue, and Police Departments prior to the start of the event.
6. The petitioner shall work with the property owners regarding parking for the event. In addition to on-site parking for the event, the petitioner has requested the use of the Rita Corporation parking lots for trailer parking. Shuttles must be provided if off-site parking is utilized with the property owners permission.
7. To ensure public safety, uniformed City of Crystal Lake Police Officers will be on the grounds during all hours of the event operation on Saturday and Sunday.
8. Police staff is present on Holiday Inn grounds to ensure compliance with alcoholic beverage sales to the general public and overall crowd control.

9. Police are present at both entrance locations to the property to ensure traffic on Three Oaks Road and Sands Road remains fluid. Additionally, to be available for pedestrians that may be on foot crossing the aforementioned roadways.
10. Any security staff hired by the event organizer shall wear a consistent, distinct color t-shirt that identifies them as being "security".
11. Holiday Inn shall have posted signs indicating the prohibited concealed carry of firearms while on their property.
12. Tents and canopies used for this event must comply with the Tent Guidelines (enclosed).
13. The drive around the building shall be maintained and remain fully accessible for emergency responding vehicles.
14. Generators, if used, shall be a minimum of 20 feet from any tents/canopies and protected from the public by fencing, enclosure, or other approved means.
15. Please contact the Fire Prevention Bureau at (815) 356-3640 on Thursday prior to the event to arrange for the required inspections.
16. Obtain any necessary approvals from the McHenry County Department of Health.
17. If food trucks are to be utilized, the food truck shall have a current, valid annual inspection for operating issued by Crystal Lake Fire Department.
18. Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.
19. If an outdoor beer garden is to be utilized, the facility shall obtain a liquor license approval prior to the event.

Fee Waivers
Since this is a fundraiser for the Cruisin' Tigers Pontiac Club and the proceeds are donated to the Humanitarian Service Project and the Friends for Therapeutic Equine Activities, they are requesting that the Police chargeback fee be waived. The estimated cost of Police personnel for the event is approximately $10,163.40. This fee was waived last year by City Council.

The applicant has been advised to attend the May 3, 2022 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Crystal Lake Police Department Special Olympics Car Show Special Event Request

Recommendation: Motion to approve the Crystal Lake Police Department's Special Event for a Car Show benefiting Special Olympics to include the closure of the City parking lot at 41 Grant Street (Brink Street Parking Lot) on July 24, 2022 pursuant to the recommended conditions.

Staff Contact: Kathryn Cowlin, Director of Community Development

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Background: The City of Crystal Lake Police Department has applied for a Special Event Permit to hold the 1st annual Crystal Lake Police Department Car Show benefiting Special Olympics Illinois. The event is to be held in the City's Brink Street parking lot at 41 Grant Street on Sunday, July 24, 2022 between 11:00 a.m. and 4:00 p.m. The event will include food sold by local downtown restaurants, a mobile DJ, and Torch Run merchandise for sale.

The Police Department worked with Downtown Crystal Lake to ensure there were no conflicts for the proposed event. Downtown Crystal Lake did not have any concerns regarding the proposed event.

If the request is approved, the following conditions are recommended:

1. This approval is contingent upon this event maintaining compliance with the Governor's Restore Illinois Plan
2. This approval is valid for the Special Event Permit and closure of the public parking lot at 41 Grant Street on Sunday, July 24, 2022 from 9:00 a.m. to 5:00 p.m.
3. The event shall be in accordance with the submitted site plan.
4. All electrical must comply with the 2017 National Electric Code and is subject to an inspection prior to starting the event.
5. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.
6. The applicant is responsible for obtaining all necessary McHenry County Health Department permits.
7. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Downtown

amenities and landscaping must be properly maintained and/or restored to their original condition, as necessary.

8. Provide approved access for emergency vehicles to gain entry to the event as well as maintain access to the existing structures. Any barricades used must be easily moveable for emergency access.
9. Signs indicating the parking lot closure are to be posted a minimum of 24 hours prior to the event.
10. If food trucks are to be utilized, the food truck shall have a current, valid annual inspection for operating issued by Crystal Lake Fire Department.

The applicant has been made aware of these recommended conditions and advised to attend the May 3, 2022 City Council meeting to answer any questions.

Votes Required to Pass: A simple majority vote.

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: May 3, 2022

ANNEXATION PUBLIC HEARING

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Rezoning upon annexation to R-2 Single-Family Residential

Petitioner: William Bacon
371 Everett Avenue
Crystal Lake, IL 60014

Recommendation: Motion to adopt the annexation Ordinance and approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance for rezoning upon annexation to the R-2 Single-Family Residential District at 7205 Huntley Road.

Staff Contact: Kathryn Cowlin, Director of Community Development
Katie Rivard, Assistant City Planner

Background:

- The property is currently zoned R-1 Single-Family Residential in McHenry County. The areas to the north and west are predominately unincorporated McHenry County. The properties on the east side of Huntley Road and south of the subject property are within City Limits and zoned residential.

- The lot is part of Crystal Woodlands Subdivision and is considered a legal non-conforming lot since it does not meet the City's lot area, front yard setback and side yard abutting a street setback requirements.

- Water and sewer currently exist in the front of the residence on the west side of Huntley Road. The petitioner desires to attach to the City's utilities which triggered the annexation request.

- Request: The petitioner is requesting to rezone the property to R-2 Single-Family Residential upon annexation. When properties are annexed they are automatically brought in as E Estate zoning unless a rezoning is requested by the petitioner.

PZC Highlights:

- The petitioner reviewed the request to rezone the property to R-2 Single-Family Residential upon annexation.
- The PZC stated that the petition met the Findings of Fact.

The PZC recommended **approval (6-0)** of the petitioner's request.

Votes Required to Pass: A simply majority

Acknowledgement Form

Regarding 7205 Huntley Road – Rezoning upon annexation to R-2 Single-Family Residential. 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:

_____

_____

_____

_____

_____

_____

_____

Petitioner's Name: William H. Brown Date: 4-22-22

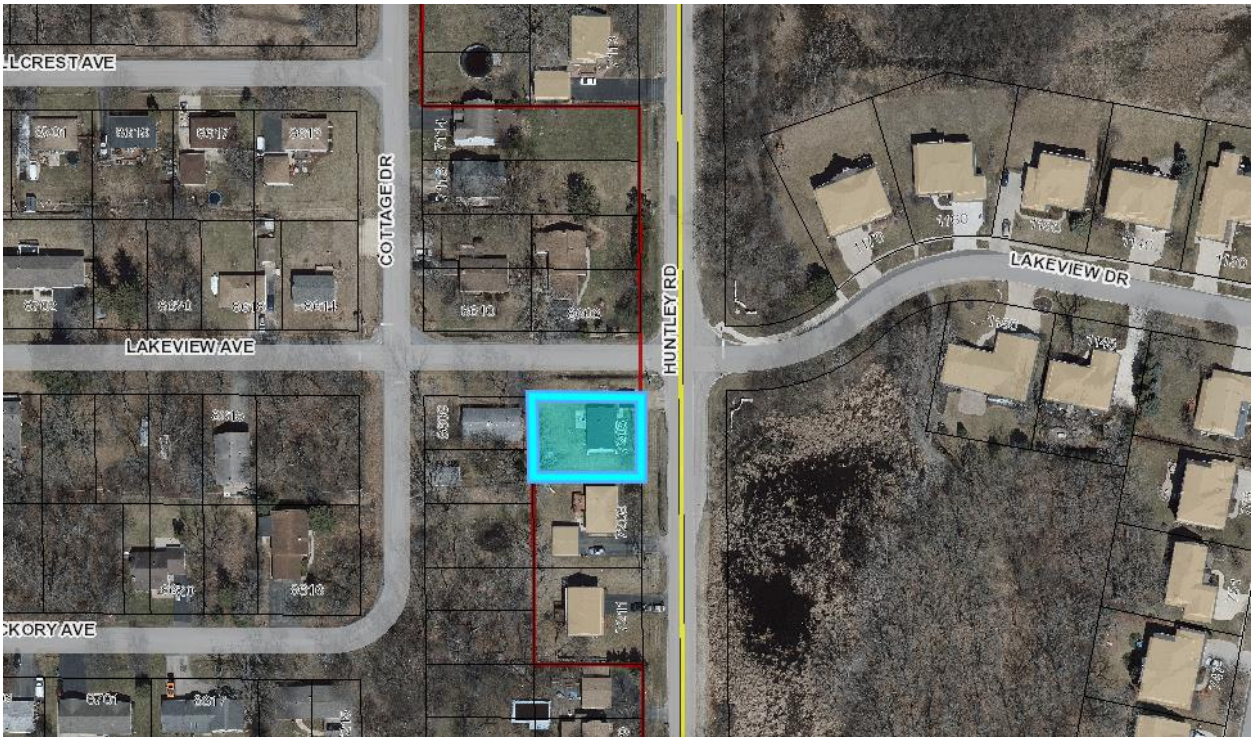
Signature

PIQ Map

7205 Huntley Road

Southwest Corner of Huntley Road and Lakeview Avenue in Grafton Township

Directly Adjacent to City Limits



Ord. No.
File No.

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, 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

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

Draft

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.

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

AYES:

NAYS:

ABSENT:

PASSED this 3rd day of May, 2022.

APPROVED by me this 3rd day of May, 2022.

Draft

Ord. No.
File No.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: May 3, 2022
Approved: May 3, 2022

Draft

Ord. No.
File No.

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 3rd day of May 2022, 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.
File No.

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 18 AND THE NORTH HALF OF LOT 17 IN BLOCK 8 IN CRYSTAL WOODLANDS AND THAT PART OF LAKEVIEW AVENUE LYING NORTH OF SAID LOT 18 IN BLOCK 8 IN CRYSTAL WOODLANDS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1928, AS DOCUMENT NO. 85076 IN BOOK 6 OF PLATS, PAGE 77, IN MCHENRY COUNTY, ILLINOIS.

COMMONLY KNOWN AS 7205 HUNTLEY ROAD, CRYSTAL LAKE, ILLINOIS 60014. PIN 18-12-134-008.

Draft

Ord. No.
File No.

EXHIBIT “B”
PLAT OF ANNEXATION

Draft

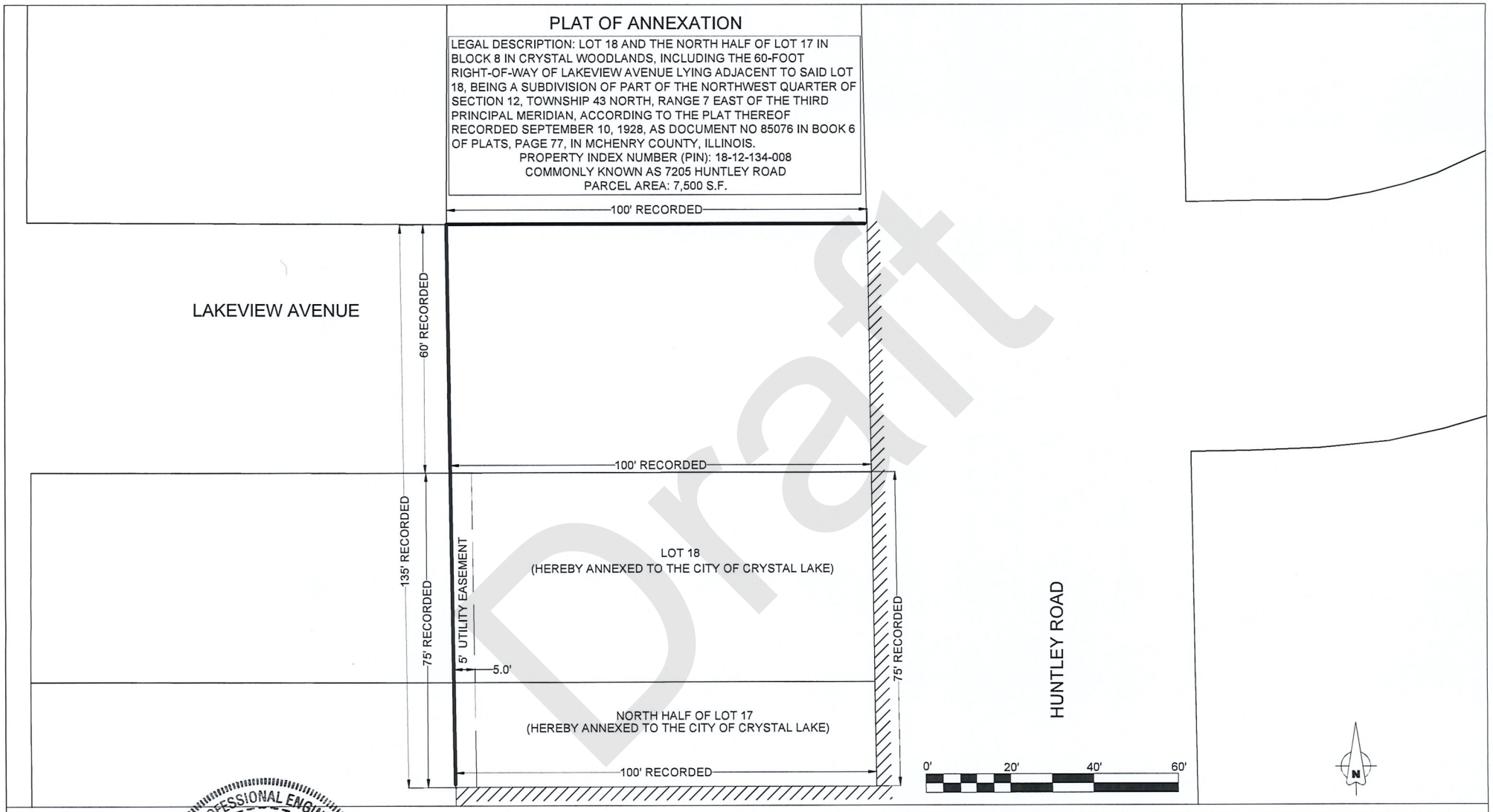
PLAT OF ANNEXATION

LEGAL DESCRIPTION: LOT 18 AND THE NORTH HALF OF LOT 17 IN BLOCK 8 IN CRYSTAL WOODLANDS, INCLUDING THE 60-FOOT RIGHT-OF-WAY OF LAKEVIEW AVENUE LYING ADJACENT TO SAID LOT 18, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1928, AS DOCUMENT NO 85076 IN BOOK 6 OF PLATS, PAGE 77, IN MCHENRY COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER (PIN): 18-12-134-008

COMMONLY KNOWN AS 7205 HUNTLEY ROAD

PARCEL AREA: 7,500 S.F.



Draft

APPROVED:

(REGISTERED PROFESSIONAL ENGINEER)

DATED: April 27, 2022

LICENSED PROFESSIONAL ENGINEER
ABIGAIL LYNN WILGREEN
062.060516
STATE OF ILLINOIS

LEGEND

- NEW BOUNDARY LINE
- EXISTING CITY OF CRYSTAL LAKE CORPORATE LIMITS
- PARCEL LINE

PREPARED BY:	
City of Crystal Lake Community Development 100 West Woodstock St Crystal Lake, Illinois 60014	
DRAWN BY:	KL
CHECKED BY:	KR
COMPLETION DATE:	4/25/2022

City of Crystal Lake Illinois

SHEET 1 OF 1

Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE ZONING CERTAIN PROPERTY "R-2" SINGLE-FAMILY RESIDENTIAL DISTRICT

WHEREAS, William Bacon (hereinafter, the "Owner") is the owner 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 April 2, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on April 20, 2022 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed zoning of the Subject Property to "R-2" Single-Family Residential District; and

WHEREAS, on April 20, 2022, 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 "R-2" Single-Family Residential District, all as more specifically set forth in that certain Report of the Planning and Zoning Commission in Case #PLN-2022-00055; and

WHEREAS, the City Council of the City of Crystal Lake, pursuant to notice duly published on April 23, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on May 3, 2022 at

Draft

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 "R-2" Single-Family Residential District zoning; 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 "R-2" Single-Family Residential District.

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 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.

Draft

Ord. No.
File No.

AYES:

NAYS:

ABSENT:

PASSED this 3rd day of May, 2022.

APPROVED by me this 3rd day of May, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____

Haig Haleblian, Mayor

SEAL

ATTEST:

_____

Nick Kachiroubas, City Clerk

Passed: May 3, 2022
Approved: May 3, 2022

Draft

EXHIBIT A

LOT 18 AND THE NORTH HALF OF LOT 17 IN BLOCK 8 IN CRYSTAL WOODLANDS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1928, AS DOCUMENT NO. 85076 IN BOOK 6 OF PLATS, PAGE 77, IN MCHENRY COUNTY, ILLINOIS.

COMMONLY KNOWN AS 7205 HUNTLEY ROAD, CRYSTAL LAKE, ILLINOIS 60014. PIN 18-12-134-008.

Draft

#PLN-2022-00055
7205 Huntley Road – Rezoning upon Annexation
Project Review for Planning and Zoning Commission

Meeting Date:	April 20, 2022
Request:	Rezoning upon annexation to R-2 Single-Family Residential
Location:	7205 Huntley Road
Acreage:	7,500 square feet
Existing Zoning:	McHenry County R1 Single-Family Residential
Proposed Zoning:	R-2 Single-Family Residential
Surrounding Properties:	North: McHenry County R1 Single-Family Residential South: R-2 Single-Family Residential East: R-1 PUD Single-Family Residential PUD West: McHenry County R1 Single-Family Residential
Staff Contact:	Katie Rivard (815.356.3612)

Background:

- Existing Use: The subject property has an existing single-family residence.
- The lot is part of Crystal Woodlands Subdivision and is considered a legal non-conforming lot since it does not meet the City's lot area, front yard setback and side yard abutting a street setback requirements.

Development Analysis:

General:

- Request: The petitioner is requesting to rezone the property to R-2 Single-Family Residential upon annexation. When properties are annexed they are automatically brought in as E Estate zoning unless a rezoning is requested by the petitioner.
- Land Use: The Comprehensive Land Use map shows the area as Urban Residential, which is an appropriate land use designation.
- Zoning**:** The property is currently zoned R1 – Single-Family Residential in McHenry County. The areas to the north and west are predominately unincorporated McHenry

County. The properties on the east side of Huntley Road and south of the subject property are within City Limits and zoned residential.

- R-2 Single-Family Residential is appropriate for the subject property due to lot size and the character of the surrounding area.
- Water and sewer currently exist in the front of the residence on the west side of Huntley Road.

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Urban Residential, which allows for existing and future single-family residential uses. The following goal is applicable to this request:

Land Use - Residential

Goal: Encourage a diversity of high quality housing in appropriate locations throughout the city that supports a variety of lifestyles and invigorates community character.

This can be accomplished with the following supporting action:

Supporting Action: Preserve and enhance the character and livability of existing residential area with architectural and development guidelines. Promote safe, clean and well-maintained housing by encouraging regular repair and maintenance of housing.

Findings of Fact:

REZONING

- The property is currently zoned R1 Single-Family Residential in McHenry County. Property annexed into the City of Crystal Lake comes in as E- Estate zoning.
- The property would be rezoned to the City's R-2 – Single-Family Residential zoning district upon annexation.

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*

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bacon, dated 03/10/2022)
   B. Plat of Survey (Schaff Engineering, dated 10/21/1980)

2. The petitioner shall address all of the review comments and requirements of the Engineering, Public Works, and Community Development Departments.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: BACON ANNEXATION 18-12-134-008

Action Requested

- ✓ **Annexation**
- ___ **Comprehensive Plan Amendment**
- ___ **Conceptual PUD Review**
- ___ **Final PUD**
- ___ **Final PUD Amendment**
- ___ **Final Plat of Subdivision**
- ___ **Preliminary PUD**
- ___ **Preliminary Plat of Subdivision**
- ✓ **Rezoning**
- ___ **Special Use Permit**
- ___ **Variation**
- ___ **Other**

Petitioner Information

Name: William BACON

Address: 371 EVERETT AV
CRYSTAL LAKE IL 60014

Phone: _____

Fax: _____

E-mail: _____

Owner Information (if different)

Name: SAME

Address: _____

_____

Phone: _____

Fax: _____

E-mail: _____

Property Information

Project Description: ANNEXATION, SEWER & WATER Hook-UP
EXISTING SINGLE FAMILY RESIDENCE

Project Address/Location: 7205 HUNTLEY RD
CRYSTAL LAKE IL 60014

PIN Number(s): 18-12-134-008

Development Team

Please include address, phone, fax and e-mail

Developer: BACON & SONS EXCAVATION

Architect: _____

Attorney: _____

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: JOHN REINERT

secondary contact

Signatures

Walton H. Bacon 3-10-22

PETITIONER: Print and Sign name (*if different from owner*) **Date**

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

_____

OWNER: Print and Sign name **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.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, APRIL 20, 2022
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:00 p.m.

CALL TO ORDER

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

Elizabeth Maxwell, City Planner and Katie Rivard, Assistant City Planner 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 APRIL 6, 2022 PLANNING AND ZONING COMMISSION MEETING

Mr. Jouron moved to approve the minutes from the April 6, 2022 regular Planning and Zoning Commission meeting as presented. Mr. Skluzacek seconded the motion. On roll call, members Jouron, Atkinson, Gronow, Skluzacek, Teetsov, and Greenman voted aye. Motion passed.

2022-55 – 7205 HUNTLEY ROAD – REZONING UPON ANNEXATION

Rezoning upon annexation of a single family residential lot to R-2 Single Family Residential.

Mr. William Bacon, owner and Mr. John Reinert, Reinert Builders, were present to represent the petition. Mr. Bacon noted that he would like to tie into the City utilities and needs to annex the property into the City limits. He noted staff has been very helpful and after the annexation they can apply for permits to do the connections.

Mr. Greenman opened the public hearing.
There being no one to speak, Mr. Greenman closed the public hearing.

Staff noted that the requested R-2 Single-Family Residential zoning was the most appropriate.

Members Skluzacek, Teetsov, Atkinson, and Jouron were in support of the request.

Mr. Gronow asked for clarification where the property was contiguous. He also asked about the neighbor's concern about the shared well. The petitioner replied that they have worked out a private agreement about the well.

Mr. Skluzacek made a motion to approve the Rezoning to R-2 Single-Family Residential upon annexation.

Mr. Jouron seconded the motion. On roll call Members Atkinson, Jouron, Gronow, Skluzacek, Teetsov, and Greenman voted aye. Motion passed 6-0.

2022-78 – 435 ANGELA LANE – PLANNED UNIT DEVELOPMENT AMENDMENT

Final Planned Unit Development Amendment to remove five required parking lot landscape islands, a variation from Article 4-400 F.

Mr. Nino Hermes, owner of Fire Bar restaurant and Vera Putro, property manager were present to represent the petition. Mr. Hermes stated that the summers slow down and if they do not have outside seating available customers go elsewhere that does. The outdoor patio will be a great thing. They spent a lot of money on the tables, chairs, barriers and tent. He understands the tent will no longer be permitted.

Mr. Greenman opened the public hearing.
There being no one to speak, Mr. Greenman closed the public hearing.

Staff summarized the request.

Mr. Atkinson stated he has no concerns with the request. He noted his only concerns is safety and asked the petitioner if they could install a barrier. Ms. Maxwell explained that the Fire Rescue Department does inspections. Mr. Hermes stated the planter wall is a barrier.

Ms. Teetsov and Mr. Jouron were in support of the request and think the area looks nice.

Mr. Hermes spoke to the planter box. He stated he has concrete barriers that he could use.

Mr. Gronow asked the petitioner if he could fit the concrete barriers within the 5 parking spaces. Mr. Hermes stated no they would lose more parking spaces.

Mr. Gronow asked if the other parking islands have been removed yet. Ms. Putro stated no, it was too late in the year to complete the work and it should all be done this year.

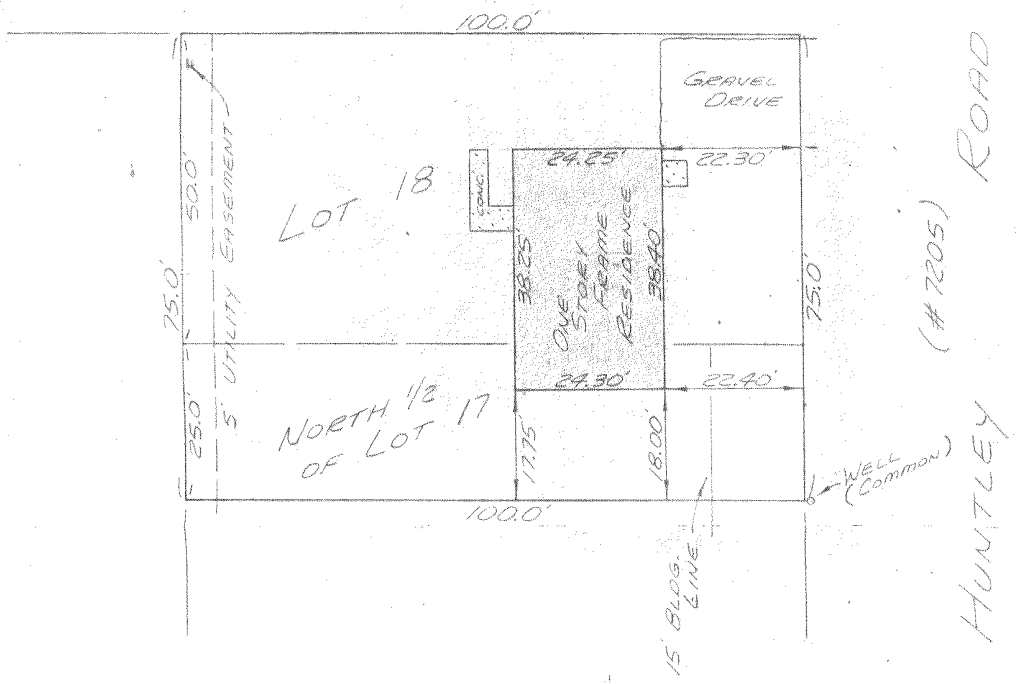
Mr. Greenman stated he does not believe any cars will hit the area due to the layout of the parking lot. Mr. Hermes stated they could cut slits in the barriers to give support without taking up more parking spaces. Mr. Greenman thought it was a great idea and asked the petitioner to work with Staff.

Mr. Skluzacek asked if they plan to use all 5 spaces. Mr. Hermes responded no, they only plan to use about 4.5 spaces. He noted there will be extra room. Mr. Skluzacek asked if they were keeping the handicap parking spaces. Mr. Hermes responded yes.

Mr. Greenman stated he is fully supportive of the request. He noted they are great neighbors and has no concerns with the request. He spoke to his support of al fresco type areas where you can keep people

PLAT OF SURVEY

LAKEVIEW AVENUE



LOT 18 AND THE NORTH HALF OF LOT 17 IN BLOCK 8 IN CRYSTAL WOODLANDS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1928, AS DOCUMENT NO. 85076 IN BOOK 6 OF PLATS, PAGE 77, IN MCHENRY COUNTY, ILLINOIS.

SCHAFF ENGINEERING
P. O. Box 7
Algonquin, Illinois 60102
(312) 658-5013

Scale: 1" = 20'

Ordered: Sub. Coastal

Owner: Bacon

Drawn: BDH

Job: 8055947

STATE OF ILLINOIS
COUNTY OF KANE ss 10-21-1980

I hereby certify that the buildings on lot shown are within property lines and that the adjoining improvements do not encroach on said premises.

I hereby certify that I have surveyed the above described premises according to the official record, and that the above plat correctly represents said survey.

ILLINOIS REGISTERED LAND SURVEYOR NO. 35-2304

Compare the description on this plat with deed. Refer to deed for easements and building lines.

N62910

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Variation from Article 3 the required 21-foot corner side setback along North Shore Drive to allow 14 feet and from the required 20-foot rear yard setback along the alley to allow 12 feet for a new house

Petitioner: Robert McIntyre, petitioner
112 Crandall Avenue

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting variations from the yard abutting a street setback and rear yard setback to allow the construction of a new home at 112 Crandall Avenue.

Staff Contact: Kathryn Cowlin, Director of Community Development
Elizabeth Maxwell, City Planner

Background:

- The property is a vacant lot at the corner of Crandall Avenue and North Shore Drive. There is also an alley to the west.
- The average setback for the front yard along Crandall Avenue pushes the front yard setback for the house back to 36 feet 9 inches, well beyond the standard 21-foot setback. This forces the variation for the rear yard setback.
- The lot is only 50 feet wide and requires a 21-foot setback along North Shore Drive. In combination with the other side yard setback, this would leave a 25-foot wide building envelope for the house. The petitioner is requesting a variation from this yard setback to allow a 14-foot setback so a more standard sized house could be constructed.

PZC Highlights:

The following discussion took place during the Planning and Zoning Commission hearing:

- The Commission understood the challenges of this narrow lot with two road frontages and the average setback.

- Multiple neighbors expressed concerns over sight lines along North Shore Drive and potential flooding if impervious was added to the lot.
    - The City Engineer presented information about the storm water system in the area. This lot would be responsible for constructing a trench drain which would tie into the storm sewer that is routed through the swale to the east. This would improve the current no build conditions where water ponds on the site.
    - The petitioner presented the sight-line drawing showing the house location would not impact sight lines for vehicles exiting the alley or Crandall Avenue.
    - The Commission suggested moving the garage to off the alley so that cars parked in the driveway would not block the visibility of walkers or bikers along North Shore Drive.
- The PZC members found that the petition met the Findings of Facts.

The PZC recommended **approval (6-1)** 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 (McIntyre, received 03/10/22)
   B. Site Plan (Sarillo dated 03/08/22, received 03/10/21)
   C. Sight Triangle Exhibit (Sarillo, dated 03/29/22, received 03/29/22)

2. This property is located within the Crystal Lake Watershed. Any new impervious will need to be compensated for with the construction of infiltration trenches to be sized utilizing the Crystal Lake Watershed Existing Urbanized Residential Requirements.

3. The proposed infiltration trench shall be connected to the existing storm sewer along North Shore Drive so any overflow from the infiltration trench will not move southward down Crandall Avenue or the alley.

4. The petitioner shall address all of the review comments and requirements of Community Development Department.

5. **Change orientation of garage door to the west side off the alley provided no other variations are necessary. (Added by PZC)**

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Variation at 112 Crandall Avenue. 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:

_____

_____

Petitioner's Name: Robert McIntyre Date: 4-20-22
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (McIntyre, received 03/10/22)
   B. Site Plan (Sarillo dated 03/08/22, received 03/10/21)
   C. Sight Triangle Exhibit (Sarillo, dated 03/29/22, received 03/29/22)

2. This property is located within the Crystal Lake Watershed. Any new impervious will need to be compensated for with the construction of infiltration trenches to be sized utilizing the Crystal Lake Watershed Existing Urbanized Residential Requirements.

3. The proposed infiltration trench shall be connected to the existing storm sewer along North Shore Drive so any overflow from the infiltration trench will not move southward down Crandall Avenue or the alley.

4. The petitioner shall address all of the review comments and requirements of Community Development Department.

5. Change orientation of garage door to the west side off the alley provided no other variations are necessary.

PIQ Map
112 Crandall Avenue



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL VARIATION AT 112 CRANDALL AVENUE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-73) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Variation from Article 3 Yard Abutting a Street from the required 21-foot corner side setback along North Shore Drive to allow 14 feet and from the required 20-foot rear yard setback along the alley to allow 12 feet for a new house at 112 Crandall Avenue; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on March 19, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on April 6, 2022 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the setback variations; and

WHEREAS, on April 6, 2022, 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 proposed Variations be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Variations be issued as requested in said Petition.

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 a Variation from the required 21-foot corner side setback along North Shore Drive to allow 14 feet and from the required 20-foot rear yard setback along the alley to allow 12 feet for a new house be approved for the property commonly known as 112 Crandall Avenue (19-06-108-005), Crystal Lake, Illinois.

Section II: Said Variations are issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (McIntyre, received 03/10/22)
   B. Site Plan (Sarillo dated 03/08/22, received 03/10/21)

Draft

C. Sight Triangle Exhibit (Sarillo, dated 03/29/22, received 03/29/22)

2. This property is located within the Crystal Lake Watershed. Any new impervious will need to be compensated for with the construction of infiltration trenches to be sized utilizing the Crystal Lake Watershed Existing Urbanized Residential Requirements.

3. The proposed infiltration trench shall be connected to the existing storm sewer along North Shore Drive so any overflow from the infiltration trench will not move southward down Crandall Avenue or the alley.

4. The petitioner shall address all of the review comments and requirements of Community Development Department.

5. Change orientation of garage door to the west side off the alley provided no other variations are necessary.

Section III: That the City Clerk be and is hereby directed that all pertinent records of the City of Crystal Lake to show the issuance of Variations 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.

DATED at Crystal Lake, Illinois, this 3rd day of May, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: May 3, 2022
Approved: May 3, 2022

Draft

#2022-73
112 Crandall Avenue – Variation
Project Review for Planning and Zoning Commission

Meeting Date: April 6, 2022

Request: Variation from Article 3 Yard Abutting a Street from the required 21-foot corner side setback along North Shore Drive to allow 14 feet and from the required 20-foot rear yard setback along the alley to allow 12 feet for a new house.

Location: 112 Crandall Avenue

Acreage: Approximately 6,950 square feet

Existing Zoning: R-2 Single Family

Surrounding Properties:
North: R-2 Single Family
South: R-2 Single Family
East: R-2 Single Family
West: R-2 Single Family

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The property is a vacant lot at the corner of Crandall Avenue and North Shore Drive.
- The lot is unique because it has three street frontages. The alley is not treated like a street frontage and only requires a rear yard with the minimum 20-foot required setback.
- The lot is very narrow and forces a long skinny house to be constructed. The lot is an originally platted lot in the Clow's Subdivision from 1924.
- The average front yard setback along Crandall Avenue pushes the house back 15 feet past where the district standard setback would be located. This forces the house to be located farther towards the rear of the lot and requires the 8-foot rear yard setback encroachment.

Development Analysis:

General

- Request: The petitioner is requesting a variation from the required 21-foot corner side setback along North Shore Drive to allow 14 feet and from the required 20-foot rear yard setback along the alley to allow 12 feet.
- Zoning: The site is zoned R-2 Single Family. This property is currently vacant.

- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.

Project Analysis:

- The proposed house is a single-story ranch.
- The house is 30'-6" by 50' with the extension of a 30' garage attached. The total structure is 2,440 square feet with a small front porch.
- The petitioner provided a sight triangle analysis that shows the house will be setback outside sight lines from the neighboring alley and Crandall Avenue.
- Staff reviewed the impact this lot would have on water infiltrating into the ground. Per the ordinances an infiltration trench is required. This trench will be tied into the storm sewer along North Shore Drive.

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Urban Residential, which allows for existing and future single-family residential uses. The following goal is applicable to this request:

Land Use - Residential

Goal: Encourage a diversity of high quality housing in appropriate locations throughout the city that supports a variety of lifestyles and invigorates community character.

This can be accomplished with the following supporting action:

Supporting Action: Provide for a reasonable rate of residential growth, especially infill growth and mixed-use development which take advantage of existing City services.

Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting a variation from the required 21-foot corner side along North Shore Drive to allow 14 feet and from the required 20-foot rear yard along the alley to allow 12 feet.

The Unified Development Ordinance lists specific standards for the review and approval of a variation. The granting of a variation rests upon the applicant proving practical difficulty or hardship caused by the Ordinance requirements as they relate to the property. To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

Standards

When evidence in a specific case shows conclusively that literal enforcement of any provision of this Ordinance would result in a practical difficulty or particular hardship because:

a. The plight of the property owner is due to unique circumstances, such as, unusual surroundings or conditions of the property involved, or by reason of exceptional narrowness, shallowness or shape of a zoning lot, or because of unique topography, or underground conditions.

☒ *Meets* ☐ *Does not meet*

b. Also, that the variation, if granted, will not alter the essential character of the locality.

☒ *Meets* ☐ *Does not meet*

For the purposes of supplementing the above standards, the Commission may take into consideration the extent to which the following facts favorable to the application have been established by the evidence presented at the public hearing:

a. That the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoning classification;

☒ *Meets* ☐ *Does not meet*

b. That the alleged difficulty or hardship has not been created by any person presently having interest in the property;

☒ *Meets* ☐ *Does not meet*

c. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or

☒ *Meets* ☐ *Does not meet*

d. That the proposed variation will not impair an adequate supply of light or air to adjacent property, will not unreasonably diminish or impair the property values of adjacent property, will not unreasonably increase congestion in the public streets, substantially increase the danger of fire or otherwise endanger public safety.

☒ *Meets* ☐ *Does not meet*

Where the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation be denied.

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 (McIntyre, received 03/10/22)
   B. Site Plan (Sarillo dated 03/08/22, received 03/10/21)
   C. Sight Triangle Exhibit (Sarillo, dated 03/29/22, received 03/29/22)

2. This property is located within the Crystal Lake Watershed. Any new impervious will need to be compensated for with the construction of infiltration trenches to be sized utilizing the Crystal Lake Watershed Existing Urbanized Residential Requirements.

3. The proposed infiltration trench shall be connected to the existing storm sewer along North Shore Drive so any overflow from the infiltration trench will not move southward down Crandall Avenue or the alley.

4. The petitioner shall address all of the review comments and requirements of Community Development Department.

CITY OF CRYSTAL LAKE
DEVELOPMENT APPLICATION

Please type or print legibly

OFFICE USE ONLY
CASE #

PROJECT TITLE: Crandall Avenue Side and Rear Yard Variation

ACTION REQUESTED:

_____Annexation
_____Comprehensive Plan Amendment
_____Conceptual PUD Review
_____Final PUD
Final PUD Amendment
_____Preliminary PUD
_____Preliminary Plat of Subdivision
_____Rezoning
_____Special Use Permit
__X__Variation Side and rear yard setback

Petitioner Information:

NAME: Robert M. McIntyre

ADDRESS: 633 Crest Creek Lane Unit 3

Crystal Lake Il 60014

PHONE: [redacted]

E-MAIL:

Owner Information:(if different)

NAME: Robert M. McIntyre

ADDRESS:663 Crest Creek Lane Unit 3

Crystal Lake Il 60014

PHONE: [redacted]

Property Information:

Project Description: Petitioner's property is the Southwest Corner of the intersection of Crandall Avenue and North Shore drive. The property has 50 feet of frontage on Crandall Ave and 140 feet of frontage on North Shore Drive. Petitioner is seeking to reduce the set back on North Shore drive from 21 feet to 14 feet a reduction of 7 feet. The property to the West has a zero-foot setback. The property to the east is vacant and then has two lots that are approximately 10 foot set back. However, the vacant lot under the ordinance increases the average set back to 21 feet. In addition the petitioner request a reduction of the rear yard along the alley from 20 feet to 12 feet a reduction of 8 feet.

Project Address/Location: 112 S Crandall Avenue, Crystal Lake Il

PIN Number(s): 19-06-108-005

Development Team:

Developer: Robert Michael McIntyre 633 Crest Creek Lane Unit 3 Crystal Lake Il 60014

Architect: Sarillo Architect Suite 201 1095 Pingree Rd Crystal Lake Il 60014

Attorney: Joseph Gottemoller of McHenry County Law LLC, (815)459-5152, (FAX 815-459-0290)

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: _____

Signatures:

x Robert McIntyre Robert McIntyre

PETITIONER: Print and Sign Name (if different from owner) Date 3.29.22

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

Robert Michael McIntyre 3/29/22

OWNER: Print and Sign Name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, APRIL 6, 2022
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:00 p.m.

CALL TO ORDER

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

Kathryn Cowlin, Director of Community Development, Michael Magnuson, Director of Public Works & Engineering, Elizabeth Maxwell, City Planner, Abigail Wilgreen, City Engineer and Commander Luke Behning 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.

2022-73 – 112 CRANDALL AVENUE – RESIDENTIAL VARIATION

Variation from Article 3 Yard Abutting a Street from the required 21-foot corner side setback along North Shore Drive to allow 14 feet and from the required 20-foot rear yard setback along the alley to allow 12 feet for a new house.

Mr. Joe Gottemoller, attorney and Mr. Michael McIntyre, petitioner were present to represent the petition. Mr. Gottemoller stated this is an old, very small lot at approximately 50 feet by 140 feet. It is also very unique as it has frontages on three sides. When you average the setbacks, there is little land left to build on. They wanted the house closer to Crandall to see the lake, but then it would have required another variation. Mr. Gottemoller spoke to the unique locations of homes in this area and how accessory structures can be so close to the street. In order to build a modest size home, they need variations. He feels they meet the Findings of Fact. They meet the sight line requirements. He spoke to storm water and the Crystal Lake Watershed and they need to have a French drain. This will be tied into storm water line, which flows into the wetland to the east. He stated they are okay with engineering review.

Mr. Greenman opened the public hearing.

Mr. Matthew Siegers at 122 S. Crandall Avenue stated that many walk in the road or on the sidewalk along this lot and North Shore Drive. The sight lines and traffic is very scary. He is very glad the speed limit was lowered to 25mph. There are some items that will block this, such as trees, telephone poles, and cars in the driveway. The house will keep the sidewalk blocked from the sun so it will be icy. The City has done good improvements in the area. The alleyway has always been a river going down it.

Mr. Mark Gates at 116 Crandall Avenue stated this will impact the supply of light and air to his house and backyard. It will reduce the property values. It does not meet the definition of hardship. You cannot build the footprint you want, and you should try to stay within the confines of the ordinance.

Ms. Robin Reed at 840 North Shore Drive has lived here her whole life. She stated she is very aware of flooding. There is too much congestion over here. She is more concerned with people walking and biking. She spoke to the dimensions of the lot and the proposed dimensions of the home. She does not want sanitary backup.

Mr. Jim Heisler at 131 Baldwin complimented the City for the resurfacing, striping and storm water improvements. He stated has lived here for 32 years. He has seen floods, droughts, and crowds of people walking and biking around the lake. He stated his dog was recently killed by a vehicle on the road. He would like the size of the home reduced and the driveway off the alley so vehicles do not need to back up onto North Shore Drive.

Mr. Greenman closed the public hearing.

Ms. Maxwell explained the requested setbacks and how setbacks are determined. Ms. Wilgreen reviewed the stormwater requirements and addressed that a condition of the permit would be to replace the sidewalk if the drainage pattern is not correct. Ms. Wilgreen further explained the petitioner will have to compensate for new impervious surface and will need to install an infiltration trench. The trench will be tied into the stormwater sewer main, which goes to East Street and then to the Lake.

Mr. Greenman asked with no home, where does the water go. Ms. Wilgreen stated it flows wherever now and post-build conditions will concentrate water into the trench and then to storm sewer. Mr. Magnuson stated that from the improvements a few years ago, the City also revamped the stormwater requirements for new residential. The ordinance now takes into consideration the impervious added and soil types when determining the trench drain location and length, overall this is a much better trench drain process.

Mr. Gottemoller stated they are okay with the storm sewer connection so water will not impact adjacent properties. The driveway will go to North Shore. There will be no more variations. There is less room available abutting the alley and moving the driveway off of the alley could limit snow piling. The variation is not impacting air or light to neighbor to the south who has the same side yard setback. Since this lot was platted in 1920, there have been many changes to the ordinance.

Mr. Atkinson stated his concern with water seems to be addressed. Most of these lots are small and non-conforming. He stated he can support this better if the driveway were off the alley.

Ms. Repholz asked the petitioner when the lot was purchased. Mr. McIntyre responded about 20 years ago.

Ms. Teetsov noted if a car is parked in the driveway it blocks the sidewalk and blocks sight to North Shore.

Mr. Gronow asked if the front yard setback calculation reduces the size of the garage. It makes sense to have the driveway off the alley.

Mr. Jouron asked when the storm water improvements will go in with the house. Ms. Wilgreen stated the trench drain goes in at the same time as the house, it is all the same building permit.

Mr. Skluzacek stated it seems flooding has been addressed and should get better with the house construction.

Mr. Greenman discussed the driveway. Mr. Gottemoller there is more concern with the driveway coming off the alley. Mr. Greenman stated he is okay with what is proposed. He stated they have a hardship.

Mr. Atkinson made a motion to approve the Variation with the following recommended conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
    A. Application (McIntyre, received 03/10/22)
    B. Site Plan (Sarillo dated 03/08/22, received 03/10/21)
    C. Sight Triangle Exhibit (Sarillo, dated 03/29/22, received 03/29/22)

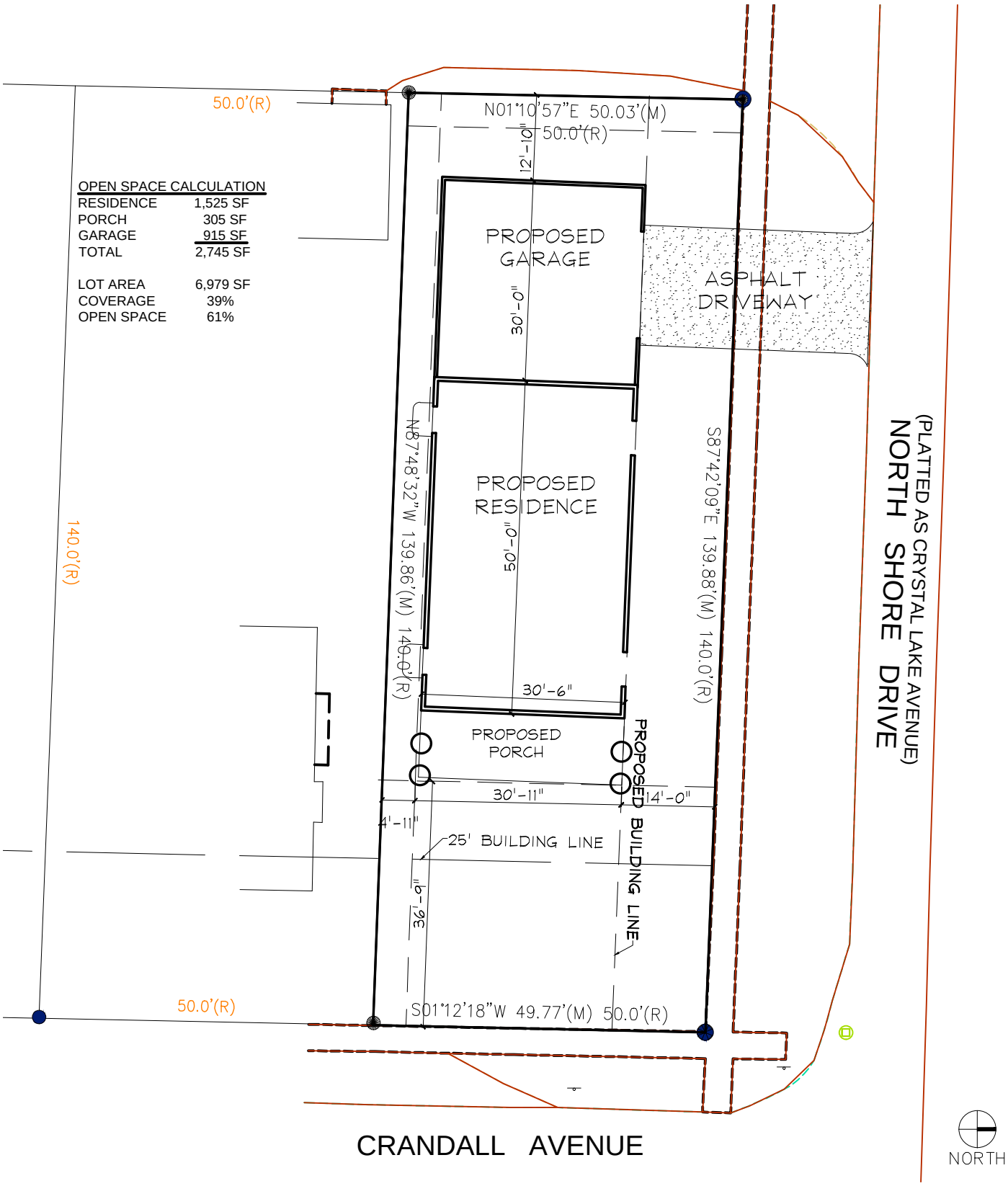
2. This property is located within the Crystal Lake Watershed. Any new impervious will need to be compensated for with the construction of infiltration trenches to be sized utilizing the Crystal Lake Watershed Existing Urbanized Residential Requirements.

3. The proposed infiltration trench shall be connected to the existing storm sewer along North Shore Drive so any overflow from the infiltration trench will not move southward down Crandall Avenue or the alley.

4. The petitioner shall address all of the review comments and requirements of Community Development Department.

5. Add condition #5 – Change orientation of garage door to west side off alley with no additional variations.

Mr. Gronow seconded the motion. On roll call Members Atkinson, Jouron, Gronow, Skluzacek, Teetsov, and Greenman voted aye. Ms. Repholz voted no. Motion passed 7-0.



OPEN SPACE CALCULATION

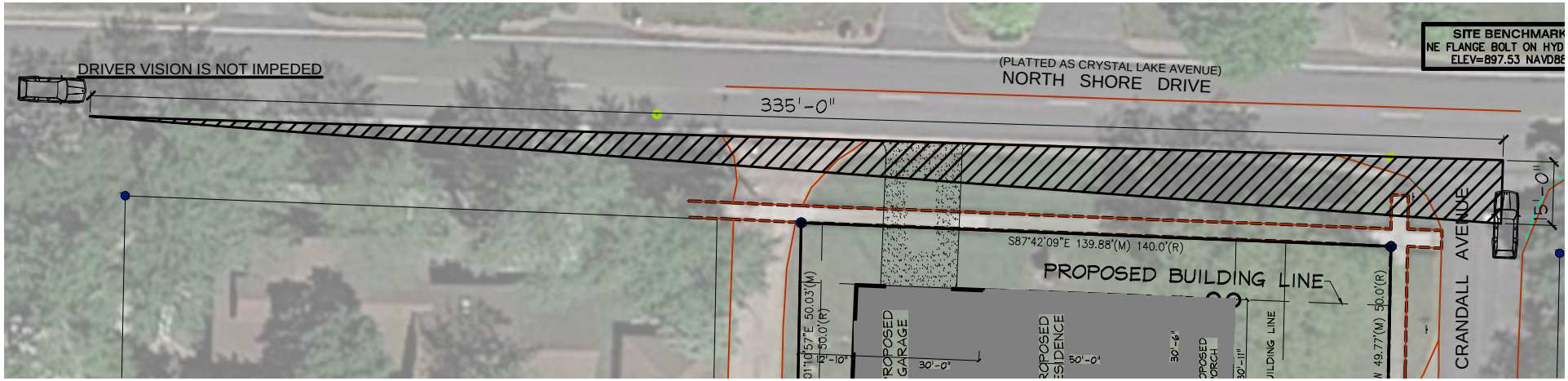
RESIDENCE	1,525 SF
PORCH	305 SF
GARAGE	915 SF
TOTAL	2,745 SF
LOT AREA	6,979 SF
COVERAGE	39%
OPEN SPACE	61%

Michael McIntyre
633 Crest Creek Ln, Unit 3
Crystal Lake, IL 60014

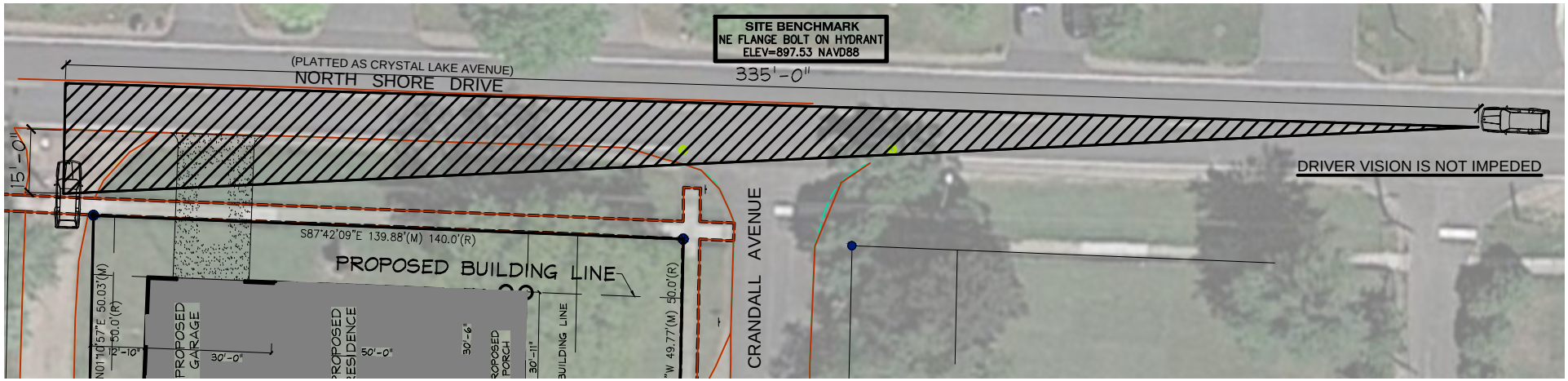
PROPOSED BUILDING LINE
112 S Crandall Ave
Crystal Lake, IL

SARILLO ARCHITECTURE
1095 Pingree Rd. - Suite 201
Crystal Lake, IL 60014
Phone: (847) 854-0800

PROJECT No: 2023-82j
DATE 3/08/2022
SCALE NTS



CLEAR SITE TRIANGLE -
CRANDALL AVE.



CLEAR SITE TRIANGLE -
PRIVATE ALLEY

NORTH

Michael McIntyre
633 Crest Creek Ln, Unit 3
Crystal Lake, IL 60014

CLEAR SITE TRIANGLE FOR PROPOSED
BUILDING LINE
112 S Crandall Ave
Crystal Lake, IL

SARILLO ARCHITECTURE
1095 Pingree Rd. - Suite 201
Crystal Lake, IL 60014
Phone: (847) 854-0800

PROJECT No:
2023-82j

DATE
3/29/2022

SCALE
NTS

Elizabeth Maxwell AICP

From: rich jackson [redacted]
Sent: Friday, March 25, 2022 7:34 AM
To: Elizabeth Maxwell AICP
Subject: Variation request for 112 Crandall Ave

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Maxwell:
The purpose of this e-mail is to voice my opposition to the granting of a variance for the lot at 112 Crandall. I basically mirror the concerns expressed by our neighbor Matt Siegers. My biggest concern is with a variance, a larger structure can be built, thereby covering more of the ground which tends to add to ore run-off and hence more flooding on Crandall which floods our lot at 137 each and every time there is a heavy rain. There are no curbs or gutters on the street so there is nowhere for the water to go except for to the south toward the lake.
I regret we cannot attend the public hearing as we are currently in Florida.

Thank you for listening to our concerns.

Rich Jackson
Jill Mawhinney
137 Crandall Ave.
[redacted]

Elizabeth Maxwell AICP

From: Matt Siegers [redacted]
Sent: Thursday, March 24, 2022 11:01 AM
To: Elizabeth Maxwell AICP
Subject: Regarding setback variation request for 112 Crandall Ave (PIN #19-06-108-005)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Maxwell,

Regarding the setback variation request for 112 S. Crandall Ave (PIN #19-06-108-005) with a public hearing scheduled for April 6th, 2022. I live at 122 S Crandall Ave and have concerns regarding this setback variation request. Foremost is the additional blind spots this will create for both pulling out of Crandall Ave and the alleyway to the west of the property, between Crandall and Baldwin Ave. Walking, running, and biking around the lake has become more and more popular each year and those participating always walk along the south sidewalk of North Shore directly in front of the property in question as it is the only practical route for them to take. The house on the corner of Baldwin and North Shore (111 Baldwin Ave.) already limits the view to some extent while exiting the alley and the requested setback reductions for 112 S. Crandall from N. Shore will make this worse.

During winter months, the family at 111 Baldwin Ave., place a large warning placard on the sidewalk alerting pedestrians of the potential ice as the sidewalk is mostly in the shadow of the house and ice forms quickly as runoff from N. Shore and from melting snow banks created by plowing refreezes on the shaded sidewalk. The proposed new home will also shade the N. Shore sidewalk and the shading and thus icing will be much worse with the proposed reduction in setback.

I snow plow the alleyway between S. Crandall and Baldwin and there is little room to place the snow as is but if the property is developed more snow will have to be put on the corners of the alley and N. Shore coupled with the reduce setback will only compound the issue of limited visibility and snow placement.

Another concern with the setback waiver is the effects on stormwater mitigation as the reduced setback will translate to a larger non-permeable footprint allowed for the new construction. Although there have been improvements in stormwater runoff mitigation for the houses and side streets from Baldwin ave and further west along N. Shore, Crandall Ave. has only become worse over the last few years from reduced bioretention and the alleyway to the west continues to become a river during heavy rains. The dirty runoff into the lake from the alley is now often visible from Crandall Ave. beach. I invite the city to take a look during or immediately after a major storm at the alley west of Crandall or at the property on the south end of the street, (137 S. Crandall) where the runoff now forms a pond in the yard. I am also concerned that the reduced setback and resulting increased stormwater runoff will only exacerbate the periodic flooding in my basement.

In summary, I hope the board will deny the request for the setback variance thereby maintaining the safety and enjoyment for all who live, walk, run and bike around the lake.

Thank you for your attention on this matter,
Matthew Siegers
122 S. Crandall Ave
[redacted]

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Randall Plaza, 435 Angela Lane

Request: Planned Unit Development (PUD) Amendment to remove five required parking lot landscape islands, a variation from Article 4-400 F

Petitioner: Vera Putro
Nino Hermes, petitioner
435 Angela Lane

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Planned Unit Development Amendment to remove five required landscape islands and convert them to parking spaces at 435 Angela Lane.

Staff Contact: Kathryn Cowlin, Community Development Director
Elizabeth Maxwell, City Planner

Background:

- After the temporary outdoor dining approvals expired, City staff contacted the businesses that utilized temporary outdoor dining areas. Fire Bar & Grill is proposing to make the temporary area a permanent outdoor patio, which would cover five parking spaces.
- In order to provide sufficient on-site parking, the petitioner is proposing to remove five landscape islands to make up the deficit.
- Landscape islands are required every 10 parking spaces to reduce impervious surface coverage and provide an aesthetic aspect to parking lots.
- Throughout the years there have been several amendments to the original PUD to allow this center to remain current for tenant parking needs.
- The petitioner will relocate/plant replacement landscape in areas around the perimeter of the site to make up for the removed islands.

PZC Highlights:

- The Planning and Zoning Commission was supportive of the request and shared the Al Fresco dining is what we are looking for in the community.
- The PZC found that this request meets 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 (West Suburban Real Estate Enterprises LLC, received 03/31/22)
   B. Site Plan (Sketch undated, received 03/31/22)

2. Relocate the landscape from the landscape islands being removed or plant new landscape of 1 tree and 5 shrubs per island totaling 5 trees and 25 shrubs in the grassy area near these islands along the perimeter of the parking lot. Provide a landscape plan for review and approval.

3. The petitioner must address all of the review comments and requirements of the Community Development Department.

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the PUD Amendment at 435 Angela Lane. 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:

_____

_____

Petitioner's Name: _____ Date: 4-21-22
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (West Suburban Real Estate Enterprises LLC, received 03/31/22)
   B. Site Plan (Sketch undated, received 03/31/22)

2. Relocate the landscape from the landscape islands being removed or plant new landscape of 1 tree and 5 shrubs per island totaling 5 trees and 25 shrubs in the grassy area near these islands along the perimeter of the parking lot. Provide a landscape plan for review and approval.

3. The petitioner must address all of the review comments and requirements of the Community Development Department.

PIQ Map
435 Angela Lane



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A PLANNED UNIT DEVELOPMENT AMENDMENT FOR RANDALL PLAZA AT 435 ANGELA LANE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-78) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Planned Unit Development Amendment to remove five required landscape islands and convert them to parking spaces to allow existing parking spaces to be used for an outdoor patio area at 435 Angela Lane; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on April 1, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on April 20, 2022 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Planned Unit Development Amendment; and

WHEREAS, on April 20, 2022, 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 proposed Planned Unit Development Amendment be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Planned Unit Development Amendment be issued as requested in said Petition.

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 a Planned Unit Development Amendment to remove five required landscape islands for the property commonly known as 435 Angela Lane (19-18-478-001), Crystal Lake, Illinois is hereby approved.

Section II: Said Planned Unit Development Amendment is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (West Suburban Real Estate Enterprises LLC, received 03/31/22)
   B. Site Plan (Sketch undated, received 03/31/22)

Draft

2. Relocate the landscape from the landscape islands being removed or plant new landscape of 1 tree and 5 shrubs per island totaling 5 trees and 25 shrubs in the grassy area near these islands along the perimeter of the parking lot. Provide a landscape plan for review and approval.

3. The petitioner must address all of the review comments and requirements of the Community Development Department.

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Planned Unit Development Amendment 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.

DATED at Crystal Lake, Illinois, this 3rd day of May, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: May 3, 2022
Approved: May 3, 2022

Draft

#2022-78
Randall Plaza Final PUD Amendment
Project Review for Planning and Zoning Commission

Meeting Date: April 20, 2022

Request: Final Planned Unit Development Amendment to remove five required parking lot landscape islands, a variation from Article 4-400 F.

Location: 435 Angela Lane

Acreage: Approximately 3.6 acres

Existing Zoning: B-2 PUD General Commercial

Surrounding Properties:
North: R-2 PUD Single Family Residential
South: R-1 PUD Single Family Residential
East: Across Randall Road, McHenry County Conservation District
West: B-2 PUD General Commercial

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- Constructed as part of the Kaper Business Park, the Randall Plaza provides space to a variety of tenants including restaurants, retail and service uses.
- Fire Bar is proposing a permanent outdoor patio area, which would cover five parking spaces. This requires the removal of five landscape islands to make up the deficit.
- Landscape islands are required every 10 parking spaces to reduce impervious surface coverage and provide an aesthetic aspect to parking lots.

Development Analysis:

Land Use/Zoning

- The site is zoned B-2 PUD General Commercial. This is the most appropriate zoning district for retail uses.
- The land use map shows the area as Commerce. This is an appropriate land use designation for retail development.
- The project was approved as a planned unit development. Changes to the approved site and landscape plans, as well as variations from the UDO require a PUD amendment.

Site/Landscape Plan:

- Five landscape islands will be removed to allow five additional parking spaces for customers.
- The Fire Bar will utilize the five parking spaces in front of their space to construct a permanent patio area.
- The required trees and shrubs can be accommodated adjacent to the parking lot behind the removed islands. A condition of approval has been added that the landscape be relocated or new landscape planted in those areas.
- The image below illustrates which five islands will be removed and where the landscape can be replaced.



Findings of fact:

FINAL PLANNED UNIT DEVELOPMENT AMENDMENT

The petitioner is requesting approval of a Final Planned Unit Development to allow the changes to the site and landscape plans removing five required landscape islands. 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.

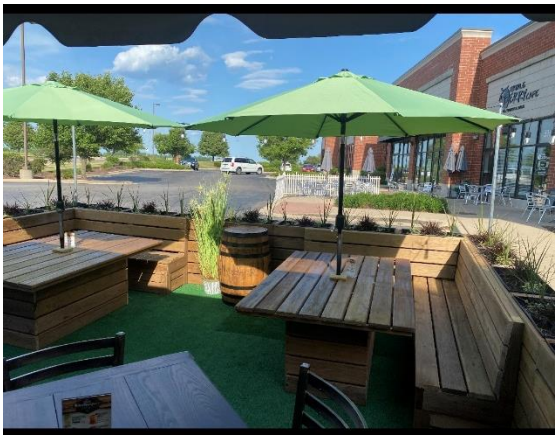
Ideally, this flexibility results in a development that is better planned, contains more amenities, and is ultimately more desirable than one that would have been produced through compliance with typical zoning ordinance and subdivision controls.

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 variation from the UDO:

A) Article 4-400 F. Site Landscaping, to remove five required landscape islands.

The variation is requested to allow for a permanent outdoor patio area. These images are from the temporary patio that was constructed during the COVID-19 pandemic.





Comprehensive Land Use Plan 2030 Summary Review:

The Comprehensive Plan designates the subject property as Commerce, which allows for existing and future homes. The following goals are applicable to this request:

Land Use - Commerce

Goal: Maintain a dynamic and sustainable base of commercial uses that provides a solid tax base, goods, services and jobs to the city, as well as, the surrounding region through coordination in the Unified Development Ordinance, Comprehensive Lane Use Plan and Economic Development Strategic Plan.

This can be accomplished with the following supporting action:

Supporting Action: Promote, retain and attract businesses that provide a diverse tax base.

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (West Suburban Real Estate Enterprises LLC, received 03/31/22)
   B. Site Plan (Sketch undated, received 03/31/22)

2. Relocate the landscape from the landscape islands being removed or plant new landscape of 1 tree and 5 shrubs per island totaling 5 trees and 25 shrubs in the grassy area near these islands along the perimeter of the parking lot. Provide a landscape plan for review and approval.

3. The petitioner must address all of the review comments and requirements of the Community Development Department.

City of Crystal Lake
Development Application
Ownership Sign-off Acknowledgement Form

The following information is related to a development application. As the owner of the property in question, I (we) acknowledge that the information provided in the submittal was reviewed and approved.

Owner Information

Name: West Suburban Real Estate Enterprises, LLC

Address: 4201 Lake Cook Road, Suite 100

Northbrook, IL 60062

Phone: 847-239-7516

E-mail: vera@xr-partners.com

Project Name & Description: Outdoor patio for Fire Bar

Project Address/Location:

Signature

Vera Putro Digitally signed by Vera Putro 03/31/2022

Owner: Print and Sign name Date

NOTE: If the property is held in a 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.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, APRIL 20, 2022
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:00 p.m.

CALL TO ORDER

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

Elizabeth Maxwell, City Planner and Katie Rivard, Assistant City Planner 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.

2022-78 – 435 ANGELA LANE – PLANNED UNIT DEVELOPMENT AMENDMENT

Final Planned Unit Development Amendment to remove five required parking lot landscape islands, a variation from Article 4-400 F.

Mr. Nino Hermes, owner of Fire Bar restaurant and Vera Putro, property manager were present to represent the petition. Mr. Hermes stated that the summers slow down and if they do not have outside seating available customers go elsewhere that does. The outdoor patio will be a great thing. They spent a lot of money on the tables, chairs, barriers and tent. He understands the tent will no longer be permitted.

Mr. Greenman opened the public hearing.
There being no one to speak, Mr. Greenman closed the public hearing.

Staff summarized the request.

Mr. Atkinson stated he has no concerns with the request. He noted his only concerns is safety and asked the petitioner if they could install a barrier. Ms. Maxwell explained that the Fire Rescue Department does inspections. Mr. Hermes stated the planter wall is a barrier.

Ms. Teetsov and Mr. Jouron were in support of the request and think the area looks nice.

Mr. Hermes spoke to the planter box. He stated he has concrete barriers that he could use.

Mr. Gronow asked the petitioner if he could fit the concrete barriers within the 5 parking spaces. Mr. Hermes stated no they would lose more parking spaces.

Mr. Gronow asked if the other parking islands have been removed yet. Ms. Putro stated no, it was too late in the year to complete the work and it should all be done this year.

Mr. Greenman stated he does not believe any cars will hit the area due to the layout of the parking lot. Mr. Hermes stated they could cut slits in the barriers to give support without taking up more parking spaces. Mr. Greenman thought it was a great idea and asked the petitioner to work with Staff.

Mr. Skluzacek asked if they plan to use all 5 spaces. Mr. Hermes responded no, they only plan to use about 4.5 spaces. He noted there will be extra room. Mr. Skluzacek asked if they were keeping the handicap parking spaces. Mr. Hermes responded yes.

Mr. Greenman stated he is fully supportive of the request. He noted they are great neighbors and has no concerns with the request. He spoke to his support of al fresco type areas where you can keep people outside more than just 3 months. Mr. Greenman thanked the petitioner and appreciates them coming before the PZC with the request.

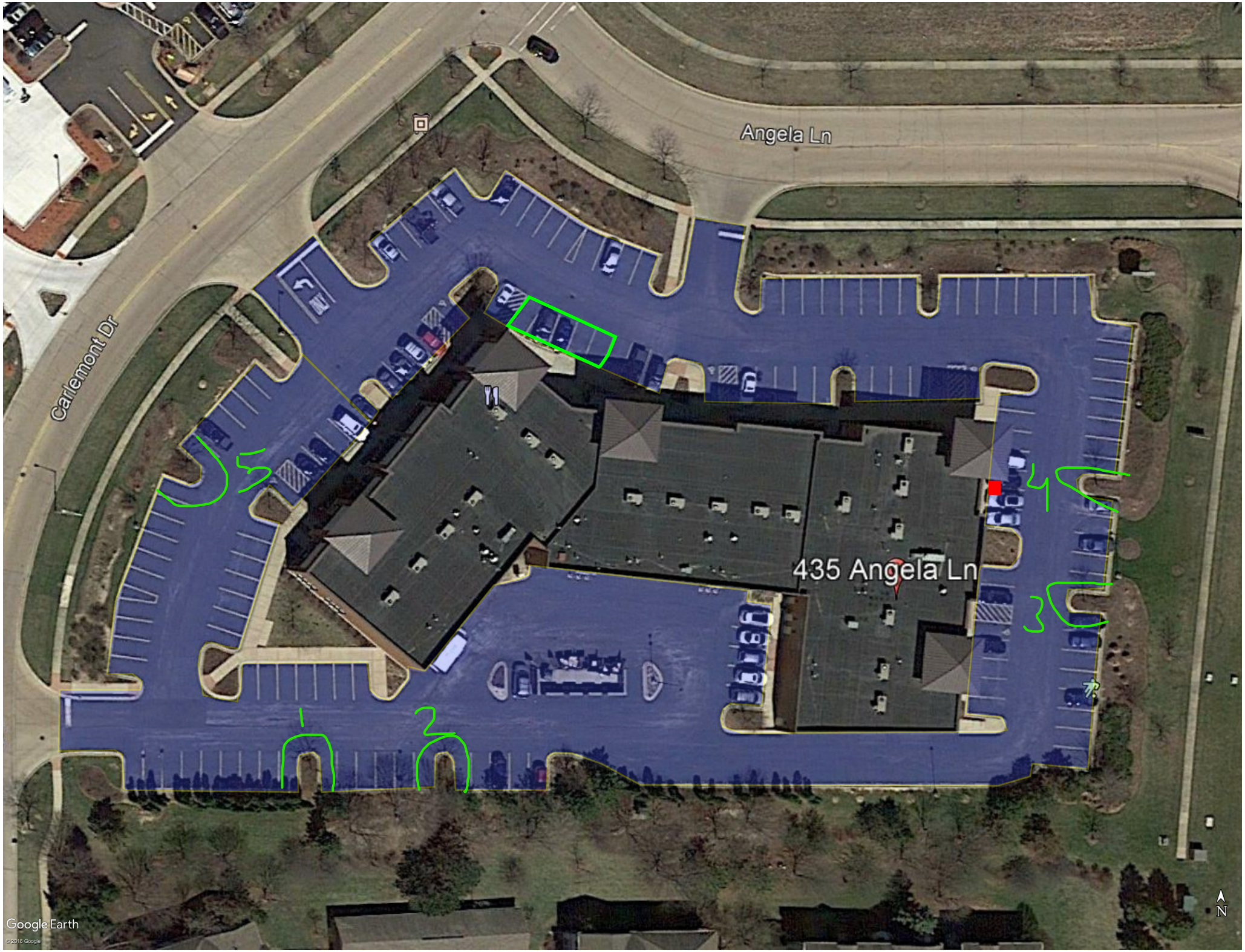
Ms. Teetsov made a motion to approve the PUD amendment with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (West Suburban Real Estate Enterprises LLC, received 03/31/22)
   B. Site Plan (Sketch undated, received 03/31/22)

2. Relocate the landscape from the landscape islands being removed or plant new landscape of 1 tree and 5 shrubs per island totaling 5 trees and 25 shrubs in the grassy area near these islands along the perimeter of the parking lot. Provide a landscape plan for review and approval.

3. The petitioner must address all of the review comments and requirements of the Community Development Department.

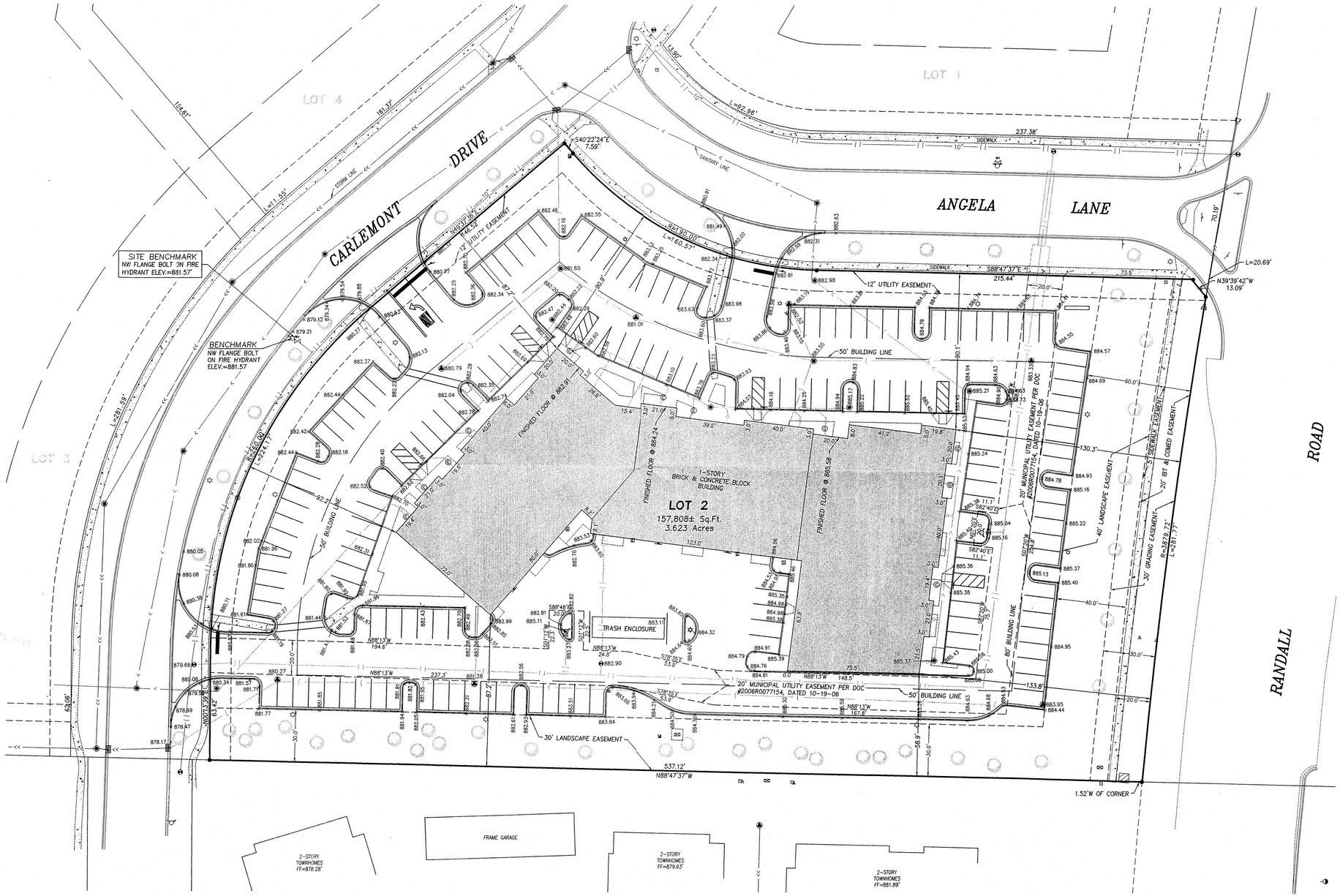
Mr. Atkinson seconded the motion. On roll call Members Atkinson, Jouron, Gronow, Skluzacek, Teetsov, and Greenman voted aye. Motion passed 6-0.


Angela Ln
Carlemont Dr
435 Angela Ln
Google Earth
© 2018 Google
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VANDERSTAPPEN SURVEYING & ENGINEERING INC.
EST. 1994
PHONE (815) 337-8370
FAX (815) 337-8374
1316 N. MADISON ST.
WOODSTOCK, IL 60098

PLAT OF SURVEY

Lot 2 in Kaper's Business Park, being a Re-Subdivision of Lot 5 in Skyridge Club Development, being a Subdivision of part of the Southeast Quarter of Section 18, Township 43 North, Range 8, East of the Third Principal Meridian, according to the Plat thereof, recorded June 13, 2000 as Document No. 2000R0031802, in McHenry County, Illinois.



LEGEND
WATER MANHOLE
FIRE HYDRANT
SANITARY MANHOLE
STORM MANHOLE
CATCH BASIN
STREET SIGN
LIGHT POLE
CURB INLET
FOUND IRON BAR
WATER VALVE
TRANSFORMER PAD
FLARED-END SECTION
TREE
DOWN GUY
UTILITY POLE
AMERITECH RISER
CABLE TV RISER
COMED PAD
CLEAN OUT
COMED RISER
GAS METER
ELECTRIC METER
SEPTIC LID

CLIENT: DON KIM
DRAWN BY: CPM CHECKED BY: WJV
SCALE: 1"=30' SEC. 18 T. 43 R. 08 E.
BASIS OF BEARING: ASSUMED
P.I.N.: 19-18-478-001
JOB NO.: 040484-D I.D. ASB
FIELDWORK COMP.: 07-13-06 BK. ___ PG. ___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 060448

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.

* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.

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

WILLIAM J. VANDERSTAPPEN PROFESSIONAL LAND SURVEYOR 035-002709 ILLINOIS EXP. 11/30/06

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at Woodstock, McHenry County, Illinois 11-30 A.D., 20 06.

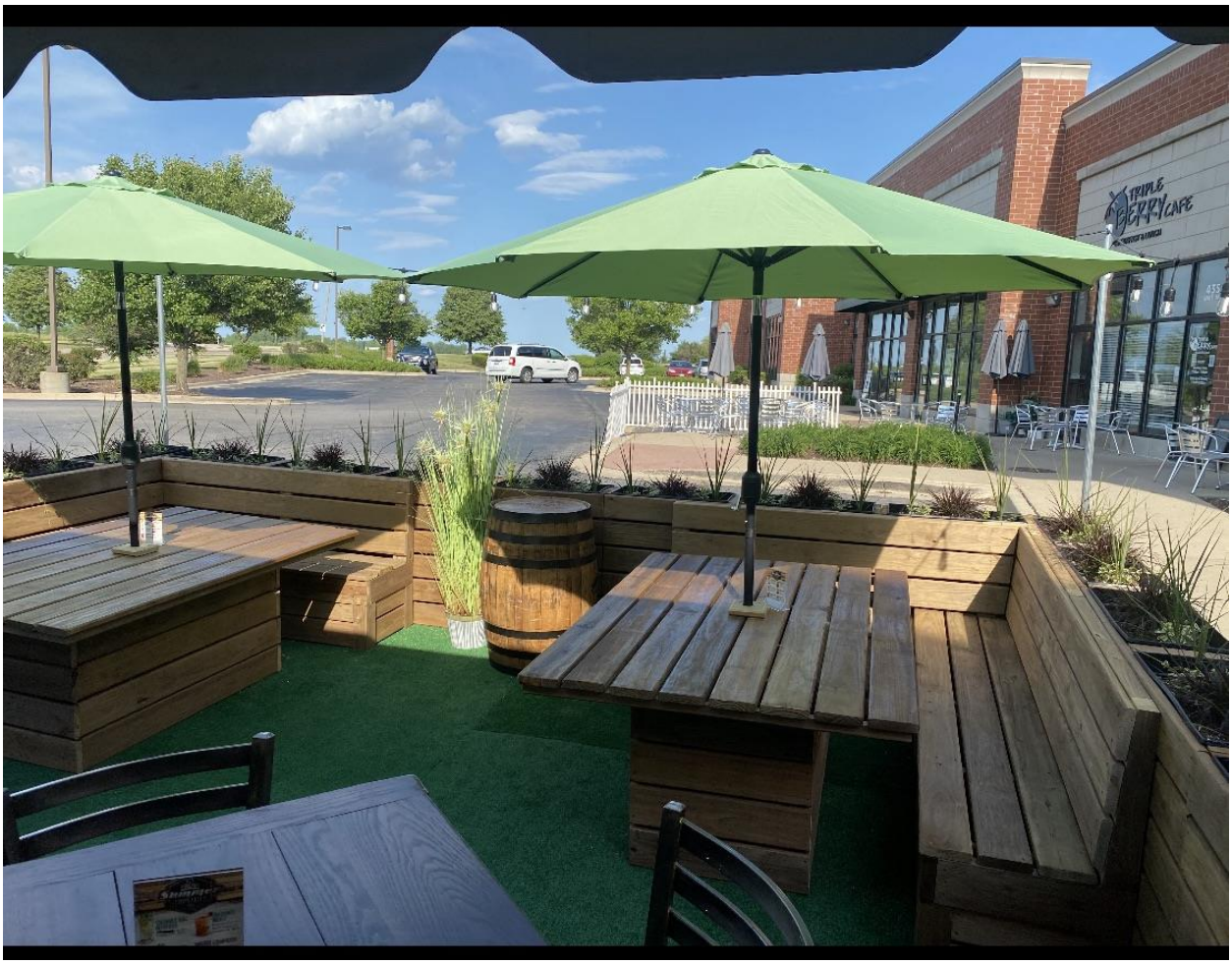
VANDERSTAPPEN SURVEYING, INC.
Design Firm No. 184-002792

By: _____
Illinois Professional Land Surveyor No. 2709

12/1/06 KP Page 1 of 1

E-0409




TRIPLE BERRY CAFE


FIRE BBQ
435


Angela Ln
Carlement Dr
PATIO
435 Angela Ln
Google Earth
RELOCATE 5 SHRUBS + 1 TREE FOR EACH LANDSCAPE ISLAND

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Final Planned Unit Development (PUD) review for a new 93-unit apartment development

Petitioner: Paul Swanson, Equity Trust Company

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Final Planned Unit Development (PUD) to allow a new 93-unit apartment development at 551 Congress Parkway.

Staff Contact: Kathryn Cowlin, Director of Community Development
Katie Rivard, Assistant City Planner

Background:

- Request: The petitioner is requesting approval of a Final Planned Unit Development to allow three 3-story apartment buildings with 31 units each, for a total of 93 units on the subject property. A Comprehensive Land Use Plan Map Amendment from Office to High-Density Residential, Rezoning from M Manufacturing to R-3B PUD Multi-Family Residential, and Preliminary Planned Unit Development with Variations were approved in January 2022.
- Zoning: The site is currently zoned R-3B PUD – Multi-Family Residential Planned Unit Development. This is the appropriate zoning district for a rental apartment development.
- Land Use: The current Comprehensive Plan land use designation is High Density Residential. This is the appropriate land use designation for a rental apartment development.
- The Final PUD is in substantial conformance with the approved Preliminary PUD.
- Variations were approved with the Preliminary PUD for density, lot area and lot width.

Key Points:

- The changes between the Preliminary PUD and Final PUD are as follows:
    - The site plan was revised to add two parking garages with 8 spaces each, which replaced 16 surface parking spaces. This was a recommendation from PZC at Preliminary PUD review.

- The garages will include a combination of brick and smooth Hardi board on the front elevations, brick and smooth Hardi board on the side elevations, and horizontal and smooth Hardi board on the rear elevations.
- Enhanced side/end elevations with an increase in smooth Hardi board siding and additional gable peaks.
- Added brackets to all balcony supports on all four elevations.
- Additional deciduous and evergreen plantings for the foundation landscaping.

PZC Highlights:

- The petitioner discussed the changes to the site plan, landscape plan and elevations.
- The PZC was supportive of the request. They were appreciative of the changes and thought the development would look very nice. They were also appreciative the petitioner worked with staff to improve the site and architecture.
- The PZC recommended the petitioner further work with staff to determine if additional garage spaces could be added. The petitioner agreed to work with staff.
- The PZC found that the Findings of Fact had been met.

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 (Equity Trust Co., dated 11/06/2021, received 11/10/2021)
   B. Final Site Plan (Paul Swanson, dated 02/13/2022, received 02/25/2022)
   C. Final Landscape Plan (Gary R. Weber Associates, Inc, dated 03/16/2022, last revised 03/16/2022, received 02/25/2022)
   D. Floor Plans (Arthur Swanson & Associates, LTD, dated 11/08/2021, last revised 12/19/2021, received 11/10/2021)
   E. Final Color Renderings (Paul Swanson, received 02/25/2022)
   F. Garage Building Renderings (Paul Swanson, dated 02/15/2022, received 03/10/2022)
   G. Trash Enclosure Renderings (Paul Swanson, dated 03/16/2022, received 03/16/2022)
   H. Final Engineering Plans (Haeger Engineering, dated 02/22/2022, received 02/25/2022)
   I. Engineering Report (Haeger Engineering, dated 02/22/2022, received 02/25/2022)
   J. Existing Conditions Pond Trib. Area Coverage Exhibit (Haeger Engineering, dated 12/16/2021, received 12/20/2021)
   K. Development Concept Memo (Paul Swanson, dated 11/09/2021, received 11/10/2021)
   L. Traffic Impact Study (Sam Schwartz Engineering, dated 12/06/2021, received 12/06/2021)
   M. Site Lighting and Photometric Plan (Haeger Engineering, dated 03/09/2022, received 02/25/2022)

2. All conditions from Ordinance #7772 remain valid, as applicable.

3. The internal drive aisles shall be posted with "NO PARKING – FIRE LANE" signs on one side of the road.

4. Landscape Plan/Tree Survey
   A. Additional deciduous and evergreen trees shall be planted in the foundation landscape area.

5. Work with staff to determine the final building and balcony colors and materials, which should include varying Hardi board colors.

6. Traffic Study:
   A. Restripe the median on Exchange Drive between Station Drive and the proposed site driveway to provide a two-way left-turn lane, bookended by dedicated left-turn lanes into Station Drive and the proposed site access driveway, each with a 50-foot storage bay and 50-foot taper transition.
   B. Relocate the existing curb ramps on Exchange Drive at the proposed site driveway south of the driveway. Stripe a high-visibility crosswalk between the ramps and post "Stop Here for Pedestrians" signage on both legs of Exchange Drive.
   C. Provide a continuous sidewalk across the site driveway and stripe a stop bar behind the sidewalk.
   D. Construct sidewalks between the site parking lot and the existing sidewalk on Exchange Drive near the north and south ends of the site.
   E. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Congress Parkway and Exchange Drive traffic circle (0.7% estimated at $4,480) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated December 6, 2021 by Sam Schwartz.

7. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City's traffic consultant, Sam Schwartz Engineering and stormwater consultant, Christopher B. Burke Engineering, Ltd.

8. Work with staff to determine if additional garage spaces can be added. **(Recommended by PZC)**

Votes Required to Pass: A simple majority

Acknowledgement Form

Regarding 551 Congress Parkway – Final PUD a multi-family residential 93-unit residential apartment development. 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:

_____

_____

_____

_____

_____

_____

_____

EQUITY TRUST CO, CUSTODIAN PAUL SWANSON IRA
PAUL SWANSON AUTHORIZED AGENT

Petitioner's Name: _____ Date: 4/21/22

Signature

PIQ Map

551 Congress Parkway



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT FOR A MULTI-FAMILY RESIDENTIAL 93-UNIT APARTMENT DEVELOPMENT AT 551 CONGRESS PARKWAY

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-39) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested the issuance of a Final Planned Unit Development a multi-family residential 93-unit apartment development at 551 Congress Parkway; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, held a public hearing at 7:00 p.m., on April 20, 2022 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development; and

WHEREAS, on April 20, 2022, 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 proposed Final Planned Unit Development be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Final Planned Unit Development be issued as requested in said Petition.

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 Final Planned Unit Development for a multi-family residential 93-unit apartment development at 551 Congress Parkway (19-04-427-009) Crystal Lake, Illinois is hereby approved.

Section II: Said Final Planned Unit Development is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Equity Trust Co., dated 11/06/2021, received 11/10/2021)
   B. Final Site Plan (Paul Swanson, dated 02/13/2022, received 02/25/2022)

Draft

C. Final Landscape Plan (Gary R. Weber Associates, Inc, dated 03/16/2022, last revised 03/16/2022, received 02/25/2022)
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2. All conditions from Ordinance #7772 remain valid, as applicable.

3. The internal drive aisles shall be posted with "NO PARKING – FIRE LANE" signs on one side of the road.

4. Landscape Plan/Tree Survey
   A. Additional deciduous and evergreen trees shall be planted in the foundation landscape area.

5. Work with staff to determine the final building and balcony colors and materials, which should include varying Hardi board colors.

6. Traffic Study:
   A. Restripe the median on Exchange Drive between Station Drive and the proposed site driveway to provide a two-way left-turn lane, bookended by dedicated left-turn lanes into Station Drive and the proposed site access driveway, each with a 50-foot storage bay and 50-foot taper transition.
   B. Relocate the existing curb ramps on Exchange Drive at the proposed site driveway south of the driveway. Stripe a high-visibility crosswalk between the ramps and post "Stop Here for Pedestrians" signage on both legs of Exchange Drive.
   C. Provide a continuous sidewalk across the site driveway and stripe a stop bar behind the sidewalk.

Draft

D. Construct sidewalks between the site parking lot and the existing sidewalk on Exchange Drive near the north and south ends of the site.

E. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Congress Parkway and Exchange Drive traffic circle (0.7% estimated at $4,480) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated December 6, 2021 by Sam Schwartz.

7. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City's traffic consultant, Sam Schwartz Engineering and stormwater consultant, Christopher B. Burke Engineering, Ltd.

8. Work with staff to determine if additional garage spaces can be added.

Section III: That the City Clerk be and is hereby directed that all pertinent records of the City of Crystal Lake to show the issuance of a Final Planned Unit Development 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.

DATED at Crystal Lake, Illinois, this 3rd day of May, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: May 3, 2022
Approved: May 3, 2022

Draft

#PLN-2022-00039
551 Congress Parkway – Final PUD
Project Review for Planning and Zoning Commission

Meeting Date:	April 20, 2022
Request:	Final Planned Unit Development review for a multi-family residential 93-unit apartment development
Location:	551 Congress Pkwy
Acreage:	Approximately 6.62 acres
Zoning:	M Manufacturing
Surrounding Properties:	North: M Manufacturing South: M Manufacturing & B-2 General Commercial East: M Manufacturing West: B-2 PUD General Commercial & O PUD Office
Staff Contact:	Katie Rivard (815.356.3612)

Background:

- Existing Use: The site is a vacant parcel located near the southeast intersection of Congress Parkway and Exchange Drive.
- Previous Approvals:
    - The subject property was annexed in 1987.
    - The three 3-story apartment buildings with 31 units each for a total of 93 units received a Comprehensive Land Use Plan Map Amendment from Office to High-Density Residential, Rezoning from M Manufacturing to R-3B PUD Multi-Family Residential, and Preliminary Planned Unit Development with Variations approval in January 2022.
- The Final PUD is in substantial conformance with the approved Preliminary PUD.
- Variations were approved with the Preliminary PUD for density, lot area and lot width.

Development Analysis:

LAND USE/ZONING

- The site was rezoned to R-3B PUD Multi-Family Residential.
- The current Comprehensive Plan land use designation is High Density Residential.
- The Petitioner requested the following variations with the Preliminary PUD.
    - Density: The proposed density is 14.06 units to the acre. R-3B allows a maximum of 9 units to the acre. This is a variation of 5.06 units to the acre.
    - Lot area: The lot is an existing vacant parcel at 288,048 square feet. Lot area for multi-family is calculated based on the total number of units, and the number of units proposed requires a lot area of 373,400 square feet. This is a variation of 85,352 square feet. Since this is an existing lot surrounded by development, there is not an opportunity to acquire additional property to increase the lot size. At 9 units to the acre (60 units), a variation would not be required, as the lot area would be 241,400 square feet.
    - Lot width: The existing lot width is 567.23 feet measured along both frontages. Lot width for multi-family is calculated based on the total number of units, and the number of units proposed requires a minimum lot width of 980 feet. This is a variation of 412.77 feet. In order to meet the lot width requirements, the development would need to be reduced to 40 units.

SITE

- The proposed development would consist of three 3-story apartment buildings with 31 units each for a total of 93 units. It would feature 21 one-bedroom units and 72 two-bedroom units.
- The proposed development complies with the setback requirements of the R-3B zoning district.

	R-3B requirement	Lot – Proposal
Front Yard Setback	30 feet	>100 feet
Side Yard Setbacks	8 feet	~83 feet
Combined Side Yard Setbacks	30 feet	>100 feet
Rear Yard Setback	20 feet	~98 feet

- The proposed impervious surface coverage is 50%, which meets the UDO requirements of 65%. There has been no changes to the proposed impervious surface coverage.
- The site layout provides green space throughout the development most predominately between the two center (horizontal) buildings, as well as, on the northeastern and southeastern portions of the development. The amenities include a grassy community area with gazebo and benches, and a dog park (northeast corner) and recreation area (southeast corner).

- The adjacent detention area, while not included in the subject property, provides a buffer between the eastern building and Congress Parkway.

PARKING

- Surface parking and 16 garage spaces would be utilized for the multi-family apartment buildings.
    - The petitioner has revised the site plan to include two parking garages with 8 spaces each per the Planning and Zoning Commission's request.
    - The garages will include a combination of smooth Hardi board and brick on the front elevations, brick and smooth Hardi board on the side elevations, and horizontal and smooth Hardi board on the rear elevations.
- Based on the submitted plans, 199 parking spaces would be required for the residential units (1.5 space per 1-bedroom unit, 2 spaces per 2-bedroom unit, 0.25 guest stalls per unit), and 199 spaces are provided.

SITE LAYOUT - ACCESS

- Access into the site would be provided off Exchange Drive. Developments that have sprinkler systems and are less than 200 dwelling units may proceed with one access, subject to the requirements of the 2018 International Fire Code (IFC).
- The internal drive aisles shall be posted with "NO PARKING – FIRE LANE" signs on one side of the road.
- Sidewalks and parkway trees are required along all roadway frontages. Sidewalk connections are provided between buildings and throughout the development. The sidewalks will connect to the existing sidewalk along Exchange Drive, as well as, the proposed sidewalk across the property's frontage along Congress Parkway.

TRAFFIC STUDY

- A traffic study was completed by Sam Schwartz. With implementation of the recommendations below, the area traffic operation would be generally acceptable after completion. The recommendations are as follows:
    - Restripe the median on Exchange Drive between Station Drive and the proposed site driveway to provide a two-way left-turn lane.
    - Relocate the existing curb ramps on Exchange Drive at the proposed site driveway south of the driveway. Stripe a high-visibility crosswalk between the ramps and post "Stope Here for Pedestrians" signage on both legs of Exchange Drive.
    - Provide a continuous sidewalk across the site driveway and stripe a stop bar behind the sidewalk.
    - Construct sidewalks between the site parking lot and the existing sidewalk on Exchange Drive near the north and south ends of the site.
    - The proposed use will increase the average volume of traffic at the Exchange Drive

and Congress Parkway intersection by 0.7%. Similar to other projects in the City, it is recommended that the petitioner contribute 0.7% of the cost of the scheduled intersection improvement (roundabout installation).

BUILDING ELEVATIONS

- The buildings are 3-stories with brick on the first level and a combination of smooth Hardie board siding and horizontal Hardie board siding on the second and third floor elevations.
- The proposed elevations meet the design criteria for multi-family residential, and include the following architectural accents:
    - A recessed entry;
    - Pillars, posts or pilasters;
    - Eaves with a minimum six-inch projection from the façade plane; and
    - Varying styles of Hardie board siding (horizontal and smooth siding).
- Each first floor unit will be provided a patio, and each second and third story units will be provided a balcony.
- The petitioner must also include building colors and materials that are compatible with the surrounding area.
    - The petitioner has enhanced the side/end elevations with an increase in smooth Hardi board siding and additional gable peaks.
    - The petitioner has also added brackets to all balcony supports on all four elevations.

LANDSCAPING

- The landscaping must meet the UDO requirements of Section 4-400, including but not limited to, parkway trees, parking lot landscaping, foundation landscaping and landscape buffers.
    - Additional deciduous and evergreen plantings shall be added to the foundation landscaping.

STORMWATER

- Currently, the stormwater detention is shown off-site as part of the Crystal Lake Business Center detention area.

Findings of Fact:

PRELIMINARY PLANNED UNIT DEVELOPMENT

The following is a synopsis of the conditions of approval from the Preliminary PUD and the status of their completion.

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Equity Trust Co., dated 11/06/2021, received 11/10/2021)
   B. Revised Preliminary Site Plan (Paul Swanson, received 12/21/2021)
   C. Floor Plans (Arthur Swanson & Associates, LTD, dated 11/08/2021, last revised 12/19/2021, received 11/10/2021)
   D. Revised Colored Elevations (Paul Swanson, dated 12/19/2021, received 12/21/2021)
   E. Revised Front Colored Rendering (Paul Swanson, received 12/30/2021)
   F. Revised Preliminary Engineering Plans (Haeger Engineering, dated 11/09/2021, last revised 12/16/2021, received 12/20/2021)
   G. Executive Summary of Preliminary Engineering Report (Haeger Engineering, dated 11/09/2021, received 11/10/2021)
   H. Existing Conditions Pond Trib. Area Coverage Exhibit (Haeger Engineering, dated 12/16/2021, received 12/20/2021)
   I. Development Concept Memo (Paul Swanson, dated 11/09/2021, received 11/10/2021)
   J. Traffic Impact Study (Sam Schwartz Engineering, dated 12/06/2021, received 12/06/2021)

No comment necessary. This is just the notation of the approved plans.

2. The internal drive aisles shall be posted with "NO PARKING – FIRE LANE" signs on one side of the road. **This will remain a condition of Final PUD.**

3. Final Engineering Plans must be submitted with Final Planned Unit Development in compliance with the City's Code and Stormwater ordinance. **Provided.**

4. Landscape Plan/Tree Survey
   A. A Final Landscape Plan must be submitted with Final Planned Unit Development that complies with the landscape requirements of the UDO of Section 4-400. **Provided. Additional deciduous and evergreen trees shall be planted in the foundation landscape area.**
   B. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO. **Provided.**
   C. Provide quantities of trees on the Tree Survey. Based on the quantities of trees and the Tree Preservation Section of the UDO, additional trees may be required. **Provided.**
   D. Parkway trees must be planted along the frontage of Exchange Drive and Congress Parkway that comply with the requirements of the UDO. **Provided.**

5. A Final Photometric and Lighting Plan must be submitted with Final Planned Unit Development that complies with the lighting requirements of the UDO. **Provided.**

6. Elevations:
   A. Work with staff on ways to further enhance the side/end and rear elevations, including but not limited to, variation to the roof line and gable peaks. **The petitioner revised the side/end elevations to increase the amount of smooth Hardi board siding, which will break-up the horizontal Hardi board siding. The petitioner also added additional gable peaks on the side/end elevations.**
   B. Work with staff on ways to incorporate additional design elements, including but not limited to, brick on the bases of the balcony posts and entryway posts. **The petitioner added brackets to all balcony supports on all elevations.**
   C. Work with staff to determine the final building and balcony colors and materials, which should include varying Hardi board colors. **This will remain a condition of Final PUD.**

7. Traffic Study:
   A. Restripe the median on Exchange Drive between Station Drive and the proposed site driveway to provide a two-way left-turn lane, bookended by dedicated left-turn lanes into Station Drive and the proposed site access driveway, each with a 50-foot storage bay and 50-foot taper transition. **Provided. This will remain a condition of Final PUD.**
   B. Relocate the existing curb ramps on Exchange Drive at the proposed site driveway south of the driveway. Stripe a high-visibility crosswalk between the ramps and post "Stop Here for Pedestrians" signage on both legs of Exchange Drive. **Provided. This will remain a condition of Final PUD.**
   C. Provide a continuous sidewalk across the site driveway and stripe a stop bar behind the sidewalk. **Provided. This will remain a condition of Final PUD.**
   D. Construct sidewalks between the site parking lot and the existing sidewalk on Exchange Drive near the north and south ends of the site. **Provided. This will remain a condition of Final PUD.**
   E. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Congress Parkway and Exchange Drive traffic circle (0.7% estimated at $4,480) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated December 6, 2021 by Sam Schwartz. **This will remain a condition of Final PUD.**

8. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City's traffic consultant, Sam Schwartz Engineering and storm water consultant, Christopher B. Burke Engineering, Ltd. **This will remain a condition of Final PUD.**

FINAL PLANNED UNIT DEVELOPMENT

The petitioner is requesting approval of a Final Planned Unit Development to allow a multi-family residential 93-unit apartment development. 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*

Comprehensive Land Use Plan 2030 Vision Summary Review:

Land Use: Residential
The Comprehensive Plan designates the subject property as Office, which required an amendment to the Comprehensive Plan from an Office designation to Residential. The goal of a Residential designation is as follows:

Encourage a diversity of high quality housing in appropriate locations throughout the city that supports a variety of lifestyles and invigorates community character.

The Comprehensive Plan indicates this can be accomplished with the following supporting action:

Supporting Action: Encourage a diversity of housing types throughout the city, which satisfy wide-range needs for all persons regardless of age, race, religion, national origin, physical ability and economic level for existing and future city residents.

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Equity Trust Co., dated 11/06/2021, received 11/10/2021)
   B. Final Site Plan (Paul Swanson, dated 02/13/2022, received 02/25/2022)
   C. Final Landscape Plan (Gary R. Weber Associates, Inc, dated 03/16/2022, last revised 03/16/2022, received 02/25/2022)
   D. Floor Plans (Arthur Swanson & Associates, LTD, dated 11/08/2021, last revised 12/19/2021, received 11/10/2021)
   E. Final Color Renderings (Paul Swanson, received 02/25/2022)
   F. Garage Building Renderings (Paul Swanson, dated 02/15/2022, received 03/10/2022)
   G. Trash Enclosure Renderings (Paul Swanson, dated 03/16/2022, received 03/16/2022)
   H. Final Engineering Plans (Haeger Engineering, dated 02/22/2022, received 02/25/2022)
   I. Engineering Report (Haeger Engineering, dated 02/22/2022, received 02/25/2022)
   J. Existing Conditions Pond Trib. Area Coverage Exhibit (Haeger Engineering, dated 12/16/2021, received 12/20/2021)
   K. Development Concept Memo (Paul Swanson, dated 11/09/2021, received 11/10/2021)
   L. Traffic Impact Study (Sam Schwartz Engineering, dated 12/06/2021, received 12/06/2021)
   M. Site Lighting and Photometric Plan (Haeger Engineering, dated 03/09/2022, received 02/25/2022)

2. All conditions from Ordinance #7772 remain valid, as applicable.

3. The internal drive aisles shall be posted with "NO PARKING – FIRE LANE" signs on one side of the road.

4. Landscape Plan/Tree Survey
   A. Additional deciduous and evergreen trees shall be planted in the foundation landscape area.

5. Work with staff to determine the final building and balcony colors and materials, which should include varying Hardi board colors.

6. Traffic Study:
   A. Restripe the median on Exchange Drive between Station Drive and the proposed site driveway to provide a two-way left-turn lane, bookended by dedicated left-turn lanes into Station Drive and the proposed site access driveway, each with a 50-foot storage bay and 50-foot taper transition.
   B. Relocate the existing curb ramps on Exchange Drive at the proposed site driveway south of the driveway. Stripe a high-visibility crosswalk between the ramps and post "Stop Here for Pedestrians" signage on both legs of Exchange Drive.
   C. Provide a continuous sidewalk across the site driveway and stripe a stop bar behind the sidewalk.
   D. Construct sidewalks between the site parking lot and the existing sidewalk on Exchange Drive near the north and south ends of the site.
   E. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Congress Parkway and Exchange Drive traffic circle (0.7% estimated at $4,480) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated December 6, 2021 by Sam Schwartz.

7. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City's traffic consultant, Sam Schwartz Engineering and stormwater consultant, Christopher B. Burke Engineering, Ltd.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: THE COURT YARD @ CONGRESS STATION

Action Requested

- ___ Annexation
- ___ Comprehensive Plan Amendment
- ___ Conceptual PUD Review
- ___ Final PUD
- ___ Final PUD Amendment
- ___ Final Plat of Subdivision
- X Preliminary PUD
- ___ Preliminary Plat of Subdivision
- ___ Rezoning
- ___ Special Use Permit
- ___ Variation
- ___ Other

Petitioner Information

Name: EQUITY TRUST CO. CUSTODIAN FBO PAUL SWANSON IRA
Address: 401 E. PROSPECT AVE
MT. PROSPECT, IL 60056
Phone: 847-670-6710
Fax: 847-670-6713
E-mail: PAUL@PSA-INC.BIZ

Owner Information (if different)

Name: WALK IN THE WORD, INC
JAMES MAC DONALD, PRES
Address: C/O TIMOTHY BILLIMACK
101 N. MAIN ST SUITE 15
CRYSTAL LAKE, IL 60014
Phone: 815-355-0196
Fax: —
E-mail: BILLIMACKT@GMAIL.COM

Property Information

Project Description: 3 - 3 STORY 31 UNIT APT. BUILDINGS W/ 199 CAR# PARKING

Project Address/Location: 551 CONGRESS PWKY

PIN Number(s): 19044270009

Please include address, phone, fax and e-mail

Development Team

Developer: EQUITY TRUST CO. CUSTODIAN FBO PAUL SWANSON IRA
401 E PROSPECT AVE MT. PROSPECT IL 60056 847-670-6710
PAUL@PSA-INC.BIZ

Architect: PAUL SWANSON ASSOC. INC 401 E. PROSPECT AVE MT. PROSPECT, IL 60056
847-670-6710 PAUL@PSA-INC.BIZ

Attorney: NOT LET

Engineer: HAEGER ENGINEERING 1000 E. STATE PKWY SCHAUMBURG, IL 60173
DAN VANEK 847-230-3177 DANIEL-V@HAEGERENGINEERING.COM

Landscape Architect: GARY R. WEBER ASSOC. INC 402 W. LIBERTY DR. WHEATON, IL
RICH OLSON ROLSON@GRWAINC.COM 630-774-9055 60187

Planner: NONE

Surveyor: VANDERSTAPPEN LAND SURVEYING, INC. 1316 N. MADISON ST WOODSTOCK, IL 60098
815-337-8310 KATHY@VANDER-SINC.COM

Other:

Signatures

EQUITY TRUST CO. CUSTODIAN FBO PAUL SWANSON IRA
PAUL SWANSON AUTHORIZED AGENT 11/4/21

PETITIONER: Print and Sign name (*if different from owner*) Date

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

11-06-2021

OWNER: Print and Sign name **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.

outside more than just 3 months. Mr. Greenman thanked the petitioner and appreciates them coming before the PZC with the request.

Ms. Teetsov made a motion to approve the PUD amendment with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (West Suburban Real Estate Enterprises LLC, received 03/31/22)
   B. Site Plan (Sketch undated, received 03/31/22)

2. Relocate the landscape from the landscape islands being removed or plant new landscape of 1 tree and 5 shrubs per island totaling 5 trees and 25 shrubs in the grassy area near these islands along the perimeter of the parking lot. Provide a landscape plan for review and approval.

3. The petitioner must address all of the review comments and requirements of the Community Development Department.

Mr. Atkinson seconded the motion. On roll call Members Atkinson, Jouron, Gronow, Skluzacek, Teetsov, and Greenman voted aye. Motion passed 6-0.

2022-39 – 551 CONGRESS PARKWAY – FINAL PLANNED UNIT DEVELOPMENT

Final Planned Unit Development review for a multi-family residential three-building, 93-unit apartment development.

Mr. Paul Swanson, petitioner and Mr. Tom Burney, attorney were present to represent the petition. Mr. Swanson stated he was here in January for Preliminary PUD and now he is back for Final PUD. Mr. Burney stated that Ms. Rivard accurately represented the petition, and they are asking for Final PUD approval.

Mr. Greenman asked the petitioner if he was ok with the conditions of approval. Mr. Swanson responded yes.

Mr. Greenman opened the item for public comment.
There being no one to speak, Mr. Greenman closed the public comment.

Staff summarized the changes made from Preliminary PUD, including architecture, landscaping, and the addition of 16 garage spaces.

Mr. Skluzacek asked the petitioner if they could have a second entrance/exit. Mr. Swanson stated that Code only required one entrance/exit. Mr. Skluzacek stated he is worried about traffic. He asked questions about the proposed roundabouts. Ms. Maxwell described the various types of roundabouts and stated that the design for the roundabout at Exchange will be designed to accommodate fire trucks and semi-trucks.

Mr. Gronow noted the conditions have been met. He was appreciative of the petitioner adding garages.

Mr. Jouron stated the project was very nice and look good.

Ms. Teetsov stated she is supportive of the request. She appreciates the garage spaces, but feels that 16 is not enough. She stated that more garage spaces would be ideal. She asked if bike storage would be available. Mr. Swanson responded yes.

Mr. Atkinson stated he thinks the project looks great and it has come a long way.

Mr. Greenman stated he is also supportive of the request. He appreciates the effort, but would also support the need for more garages. He noted he would like for the petitioner to work with staff to add more garages. Mr. Greenman suggested a condition that the petitioner work with staff to determine if more garage spaces could be added.

Mr. Gronow made a motion to approve the Final PUD with the following recommended conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Equity Trust Co., dated 11/06/2021, received 11/10/2021)
   B. Final Site Plan (Paul Swanson, dated 02/13/2022, received 02/25/2022)
   C. Final Landscape Plan (Gary R. Weber Associates, Inc, dated 03/16/2022, last revised 03/16/2022, received 02/25/2022)
   D. Floor Plans (Arthur Swanson & Associates, LTD, dated 11/08/2021, last revised 12/19/2021, received 11/10/2021)
   E. Final Color Renderings (Paul Swanson, received 02/25/2022)
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   L. Traffic Impact Study (Sam Schwartz Engineering, dated 12/06/2021, received 12/06/2021)
   M. Site Lighting and Photometric Plan (Haeger Engineering, dated 03/09/2022, received 02/25/2022)

2. All conditions from Ordinance #7772 remain valid, as applicable.

3. The internal drive aisles shall be posted with "NO PARKING – FIRE LANE" signs on one side of the road.

4. <u>Landscape Plan/Tree Survey</u>
   A. Additional deciduous and evergreen trees shall be planted in the foundation landscape area.

5. Work with staff to determine the final building and balcony colors and materials, which should include varying Hardi board colors.

6. Traffic Study:
   A. Restripe the median on Exchange Drive between Station Drive and the proposed site driveway to provide a two-way left-turn lane, bookended by dedicated left-turn lanes into Station Drive and the proposed site access driveway, each with a 50-foot storage bay and 50-foot taper transition.
   B. Relocate the existing curb ramps on Exchange Drive at the proposed site driveway south of the driveway. Stripe a high-visibility crosswalk between the ramps and post "Stop Here for Pedestrians" signage on both legs of Exchange Drive.
   C. Provide a continuous sidewalk across the site driveway and stripe a stop bar behind the sidewalk.
   D. Construct sidewalks between the site parking lot and the existing sidewalk on Exchange Drive near the north and south ends of the site.
   E. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Congress Parkway and Exchange Drive traffic circle (0.7% estimated at $4,480) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated December 6, 2021 by Sam Schwartz.

7. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City's traffic consultant, Sam Schwartz Engineering and stormwater consultant, Christopher B. Burke Engineering, Ltd.

8. Work with staff to determine if additional garage spaces can be added. **(Recommended by the PZC)**

Mr. Atkinson seconded the motion. On roll call Members Atkinson, Jouron, Gronow, Skluzacek, Teetsov, and Greenman voted aye. Motion passed 6-0.

2022-32 – 7225 TECKLER BLVD – CONCEPTUAL PLANNED UNIT DEVELOPMENT

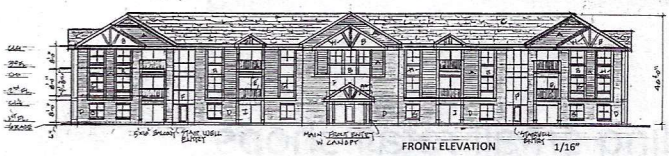
Conceptual Planned Unit Development review for a new seven-building, 42-unit row home development.

Mr. Paul Swanson, petitioner and Mr. Tom Burney, attorney were present to represent the petition. Mr. Swanson described the proposed development. He spoke to the site plan, architecture and anticipated price point of $300,000 to $350,000 per unit. He spoke to the rezoning of the property. He stated this is a problem property to develop for manufacturing due to detention. Mr. Burney asked Mr. Swanson what he thought the anticipated investment was. Mr. Swanson stated several millions. Mr. Burney stated this is a forgotten area with no formal storm sewer. He stated they are doing everyone a favor by going to residential. He noted there is a mish-mash of land uses – Mariano's, Teckler Industrial, roller rink, and mini warehouses. He stated this land use makes a lot of sense.

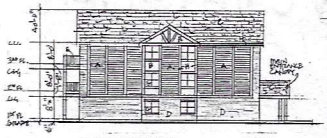
Staff spoke to the request and provided additional information.



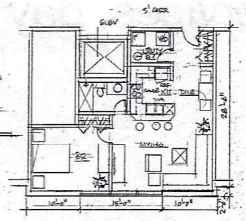
COURTYARD ELEVATION 1/16"



FRONT ELEVATION 1/16"



SIDE ELEVATION 1/16"



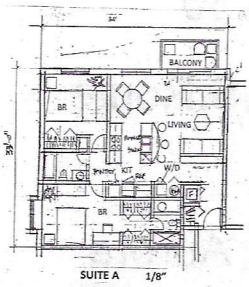
SUITE D 1/8"
766 SF

BUILDING EXTERIOR FINISH SCHEDULE

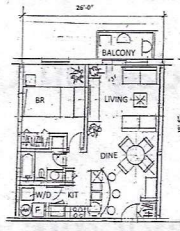
A. SIDING – HORIZONTAL BOARDS HARDI BOARD SIDING
B. SIDING – SMOOTH HARDI BOARD SIDING
C. ROOF – ARCHITECTURAL DIMENSIONAL ASPHALT SHINGLES
D. FACEBRICK –
E. BALCONY RAILINGS – BRONZE ANONIZED ALUMINUM
F. CURTAIN WALL – BRONZE ANODIZED ALUMINUM FRAMES WITH CLEAR INSULATED GLASS
G. WINDOWS – BRONZE FIBERGLASS FRAMES WITH CLEAR INSULATED GLASS
H. TRIM BOARDS – 1 X 6 TRIM 1 X 12 FASCIA
I. SLIDING GLASS DOORS – BRONZE ANODIZED ALUMINUM WITH CLEAR INSULATED GLASS

RENTAL UNITS

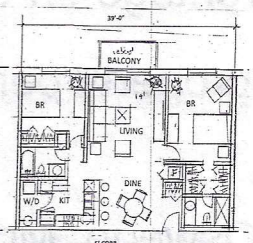
UNITS/BUILDINGS		
	1 BR	7
	2 BR	24
TOTAL UNITS (3 BUILDINGS)	1 BR	21 (23%)
	2 BR	72
TOTAL		93 UNITS



SUITE A 1/8"
1,102 SF

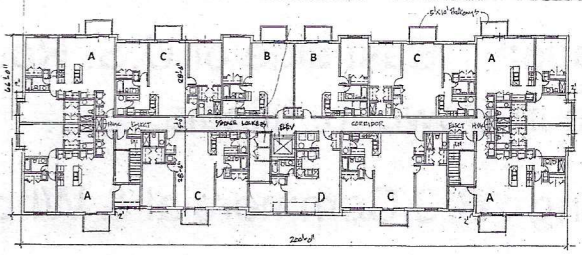


SUITE B 1/8"
741 SF

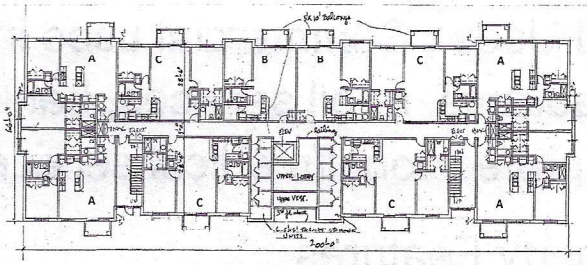


SUITE C 1/8"
1,112 SF

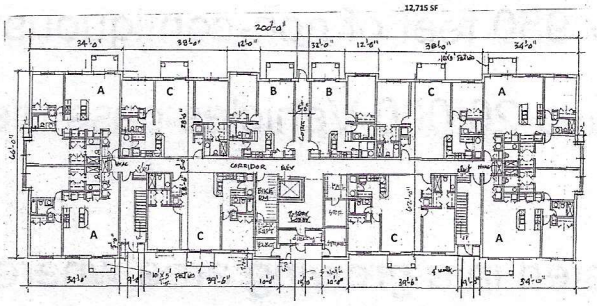
INDIVIDUAL UNIT FLOOR PLANS 1/8"



THIRD FLOOR PLAN 1/16" = 1' – 0"
12,790 SF



SECOND FLOOR PLAN 1/16" = 1' – 0"
12,715 SF



TOTAL BUILDING SF 38,220 SF

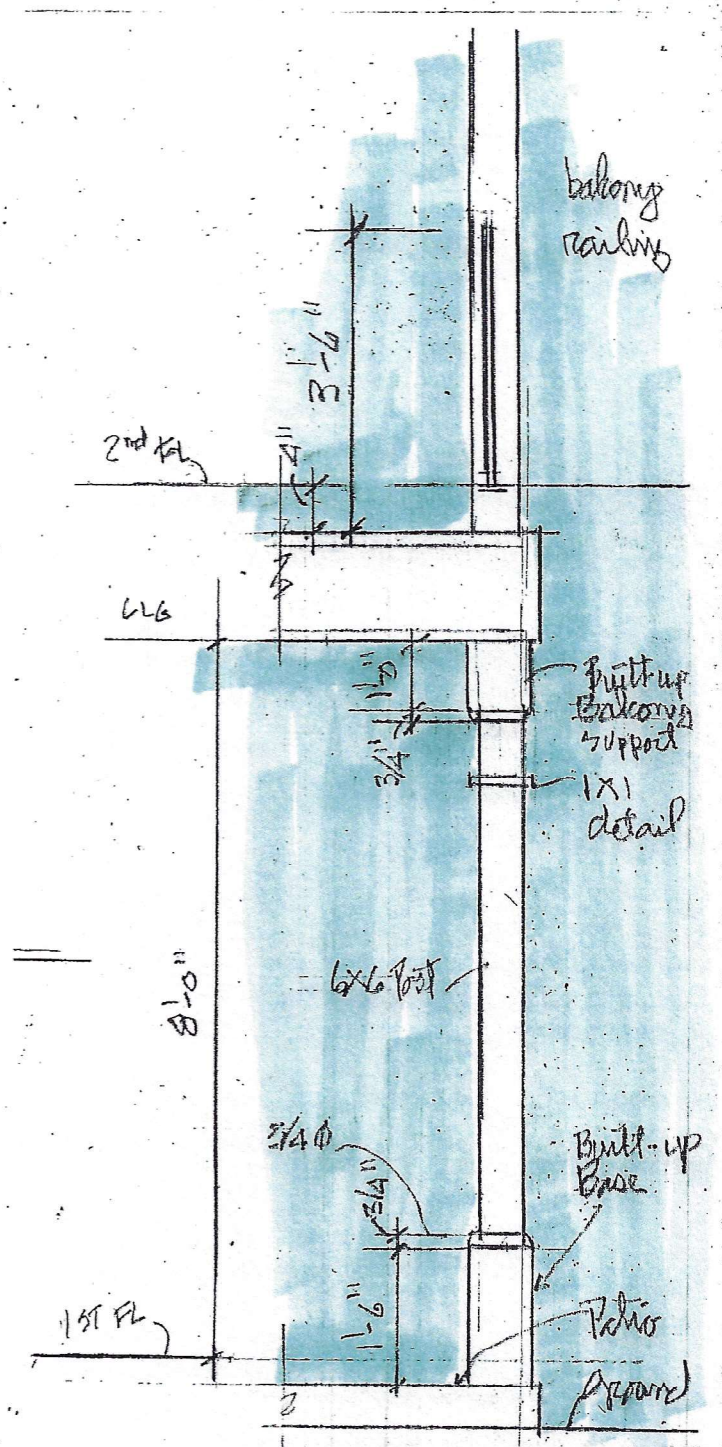
FIRST FLOOR PLAN 1/16" = 1' – 0"
12,715 SF

DESIGN PARTNERSHIP
ARCHITECTURE
OTHER BUILDINGS & BUILDINGS, INC.
6500 WEST LAKE AVENUE • PEORIA, ILLINOIS 61614
PHONE (309) 693-9111 • FAX (309) 693-9026

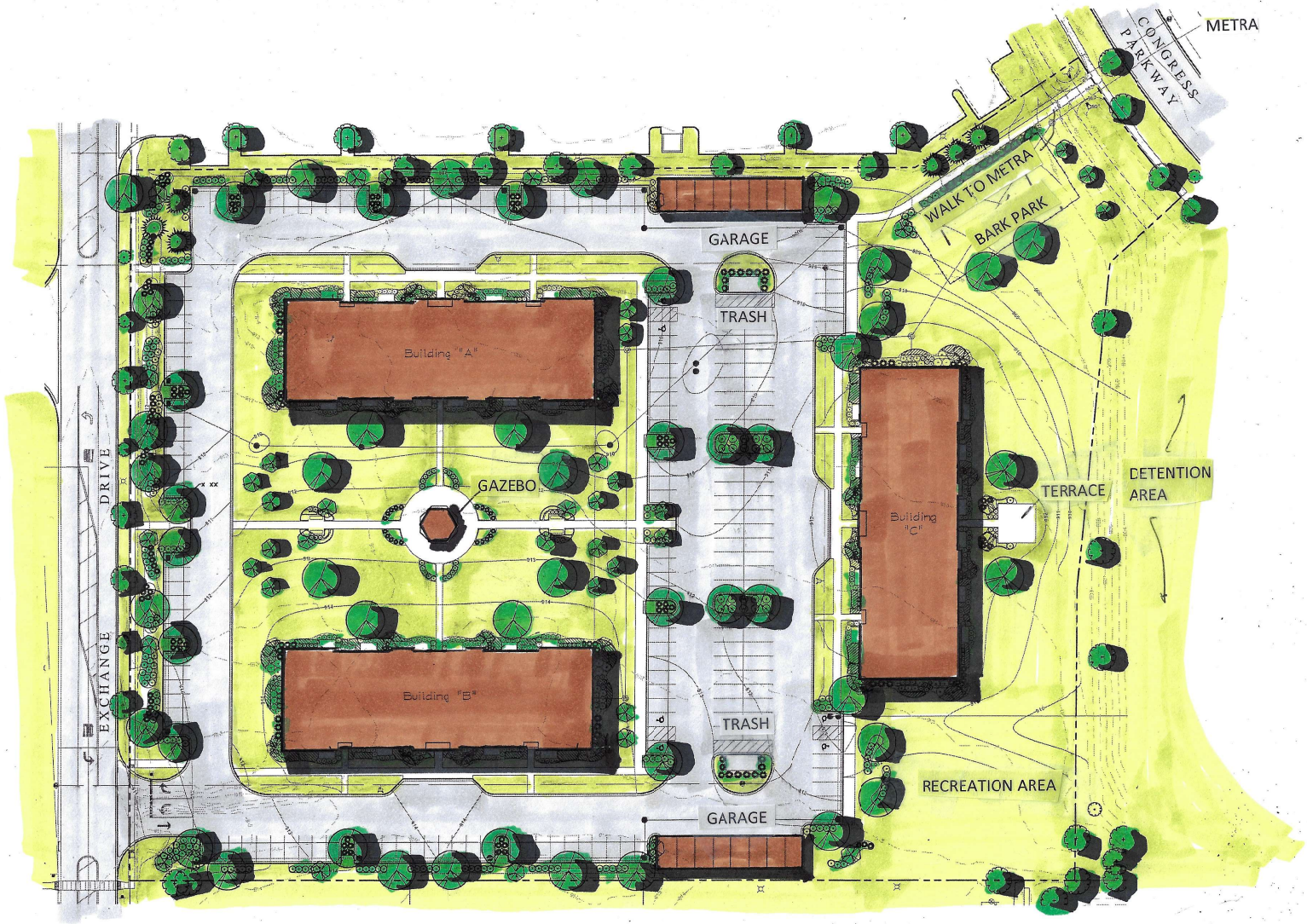
THE COURTYARD AT CONGRESS STATION
551 CONGRESS PARKWAY
CRYSTAL LAKE, ILLINOIS

DATE 11/5/21
REVISED 12/17/21

A1



BALCONY SUPPORT DETAIL 1/2"=1'-0"



551 CONGRESS PARKWAY

SITE PLAN

2/18/22

0 15' 30' 60' 90'
SCALE: 1"=30'

NORTH

FINAL LANDSCAPE PLAN

551 CONGRESS PARKWAY

Crystal Lake, IL

March 16, 2022

CONSULTANTS:

LANDSCAPE ARCHITECT:

GARY R. WEBER ASSOCIATES, INC
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187

ENGINEER:

HAEGER ENGINEERING
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173



LOCATION MAP

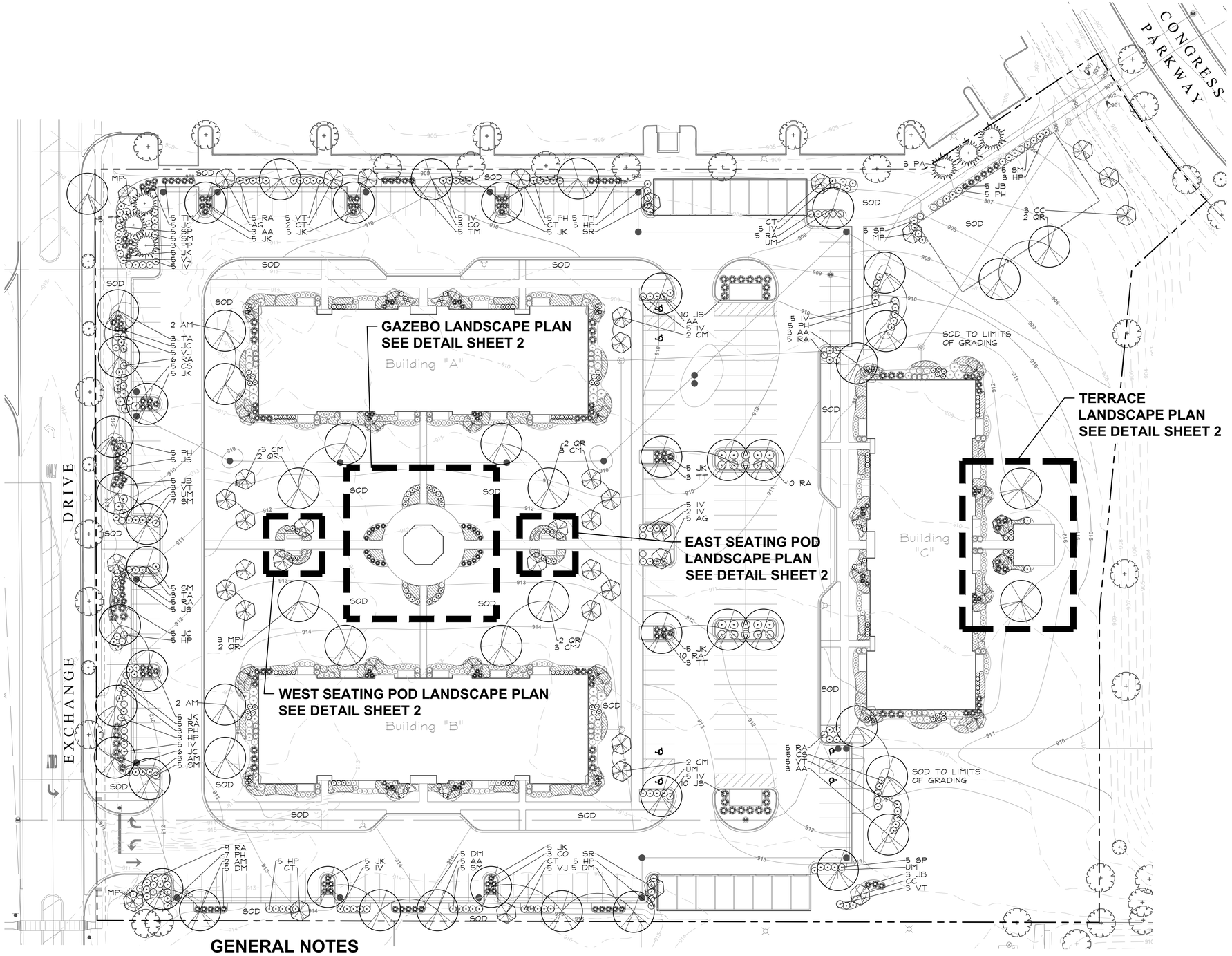
SCALE: 1"=300'

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE PLANS & DETAILS
3	FOUNDATION LANDSCAPE PLAN
4	TREE PRESERVATION PLAN
5	LANDSCAPE SPECIFICATIONS

PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
		SHADE TREES		
AA	13	Acer x freemanii 'Jeffer's Red' AUTUMN BLAZE MAPLE	2 1/2" Cal.	
AM	9	Acer miyabei 'Morton' STATE STREET MAPLE	2 1/2" Cal.	
CO	6	Celtis occidentalis COMMON HACKBERRY	2 1/2" Cal.	
QR	12	Quercus rubra RED OAK	2 1/2" Cal.	
TA	6	Tilia americana 'Redmond' REDMOND AMERICAN LINDEN	2 1/2" Cal.	
TT	7	Tilia tomentosa 'Sterling' STERLING SILVER LINDEN	2 1/2" Cal.	
UM	6	Ulmus 'Morton Glossy' TRIUMPH ELM	2 1/2" Cal.	
		ORNAMENTAL TREES		
AG	3	Amelanchier x grandiflora APPLE SERVICEBERRY	8' Ht.	Multi-Stem
CC	6	Cercis canadensis EASTERN REDBUD	8' Ht.	Multi-Stem
CM	13	Cornus mas CORNELIANCHERRY DOGWOOD	8' Ht.	Multi-Stem
CT	6	Crataegus crusgalli var. inermis THORNLESS COCKSPUR HAWTHORN	8' Ht.	Multi-Stem
MP	9	Malus 'Prairifire' PRAIRIFIRE CRABAPPLE	8' Ht.	Multi-Stem
SR	4	Syringa reticulata 'Ivory Silk' IVORY SILK JAPANESE TREE LILAC	8' Ht.	Multi-Stem
		EVERGREEN TREES		
PA	3	Picea abies NORWAY SPRUCE	8' Ht.	
PP	3	Picea pungens COLORADO SPRUCE	8' Ht.	
		DECIDUOUS SHRUBS		
CS	12	Cornus sericea 'Baileyi' BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
HP	46	Hydrangea paniculata 'SMHPLGF' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
IV	50	Itea virginica 'Little Henry' LITTLE HENRY VIRGINIA SWEETSPIRE	24" Tall	3' O.C.
PH	30	Physocarpus opulifolius 'Seward' SUMMER WINE NINEBARK	30" Tall	4' O.C.
RA	65	Rhus aromatica 'Gro-low' GRO-LOW SUMAC	24" Wide	3' O.C.
SM	35	Syringa meyeri 'Palabin' DWARF KOREAN LILAC	24" Tall	4' O.C.
SP	18	Syringa patula 'Miss Kim' MISS KIM LILAC	24" Tall	4' O.C.
VT	16	Viburnum trilobum 'Redwing' JN SELECT CRANBERRYBUSH VIBURNUM	36" Tall	5' O.C.
VJ	15	Viburnum x juddii JUDD VIBURNUM	36" Tall	4' O.C.
		EVERGREEN SHRUBS		
JK	56	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
JC	21	Juniperus chinensis 'Sea Green' SEA GREEN JUNIPER	30" Wide	5' O.C.
JS	30	Juniperus chinensis var. sargentii 'Viridis' GREEN SARGENT JUNIPER	24" Wide	5' O.C.
JB	34	Juniperus conferta 'Blue Pacific' BLUE PACIFIC JUNIPER	24" Wide	4' O.C.
TM	30	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
CK	12	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
PE	26	Pennisetum alopecuroides 'Burgundy Bunny' BURGUNDY BUNNY FOUNTAIN GRASS	#1	24" O.C.
		PERENNIALS		
AB	46	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
EC	18	Echinacea 'CBG Cone 2' PIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
GB	80	Geranium 'Brookside' BROOKSIDE GERANIUM	#1	18" O.C.
HH	104	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
HL	20	Hemerocallis 'Little Wine Cup' LITTLE WINE CUP DAYLILY	#1	18" O.C.
RG	12	Rudbeckia fulgida 'Goldsturm' GOLDSTRUM BLACK-EYED SUSAN	#1	18" O.C.
SE	18	Sedum 'Autumn Joy' AUTUMN JOY SEDUM	#1	18" O.C.
		MISC. MATERIALS		
	100	SHREDDED HARDWOOD MULCH	C.Y.	
	11,543	SOD	S.Y.	



GENERAL NOTES

1. Contractor shall verify underground utility lines and is responsible for any damage.
2. Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
3. Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
4. The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
5. Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
6. Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
7. See General Conditions and Specifications for landscape work for additional requirements.

0 15' 30' 60' 90'
SCALE: 1"=30'

NORTH

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

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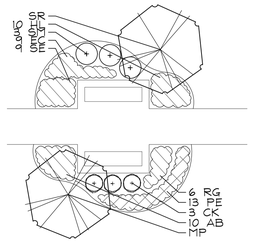
551 E. CONGRESS PARKWAY
CRYSTAL LAKE, IL 60014

OVERALL LANDSCAPE PLAN

1	03.16.2022
REVISIONS	

DATE	2022.02.21
PROJECT NO.	PSW2205
DRAWN	DHS
CHECKED	MGM
SHEET NO.	1 OF 5

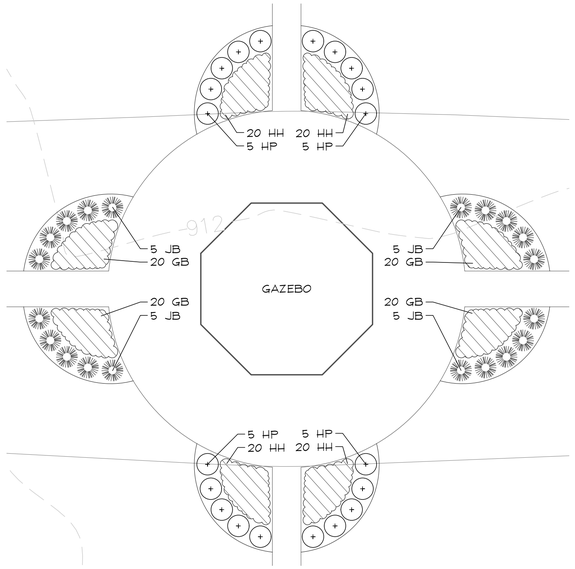
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WEST SEATING POD LANDSCAPE PLAN

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SCALE: 1"=10'

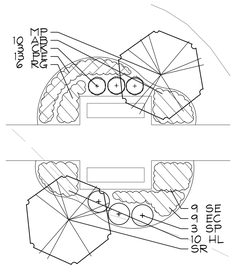
NORTH



GAZEBO LANDSCAPE PLAN

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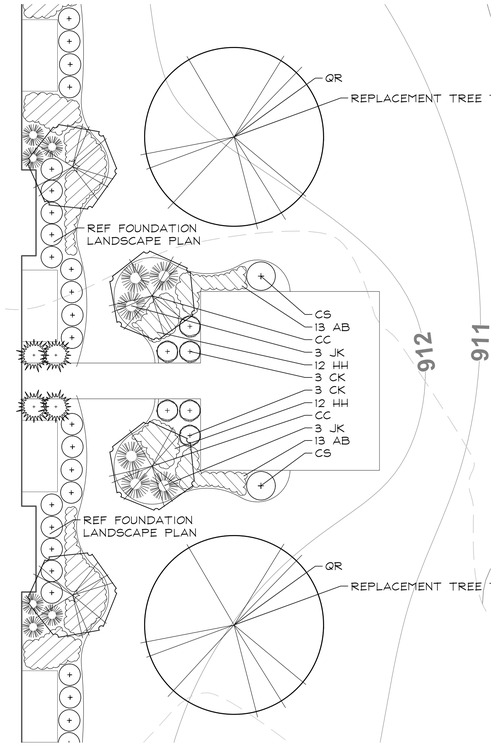
NORTH



EAST SEATING POD LANDSCAPE PLAN

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SCALE: 1"=10'

NORTH

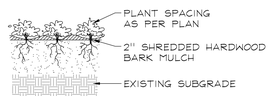


TERRACE LANDSCAPE PLAN

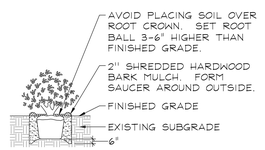
0 5' 10' 20' 30'
SCALE: 1"=10'

NORTH

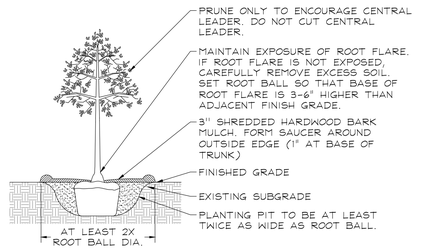
PLANTING DETAILS



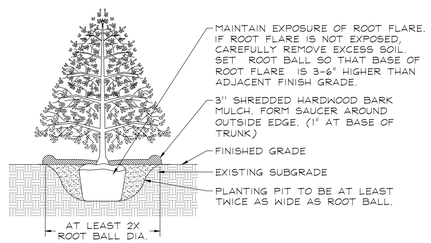
PERENNIALS AND GROUNDCOVERS
NOT TO SCALE



DECIDUOUS AND EVERGREEN SHRUBS
NOT TO SCALE



DECIDUOUS TREES
NOT TO SCALE



EVERGREEN TREES
NOT TO SCALE

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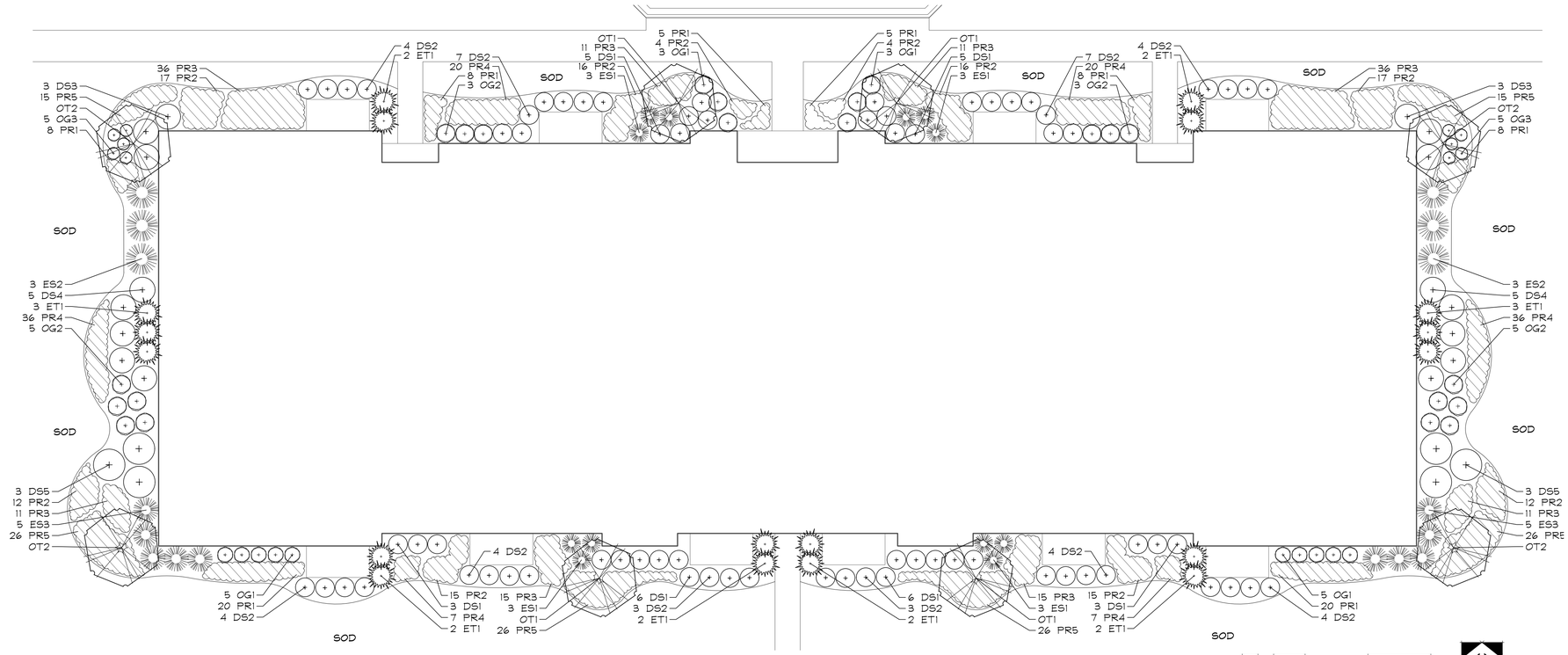
LANDSCAPE PLANS & DETAILS

1	03.16.2022	
REVISIONS		

DATE	2022.02.21
PROJECT NO.	PSW2205
DRAWN	DHS
CHECKED	MGM
SHEET NO.	

2 OF 5

XREFS
PLOT CONFIG



PLANT LISTS

TYPICAL APARTMENT BUILDING FOUNDATION PLANT LIST A (BUILDINGS A& C)

Key	Qty	Botanical/Common Name	Size	Remarks
		ORNAMENTAL TREES		
OT1	4	Syringa pekinensis 'Morton' CHINA SNOW PEKING LILAC	6' Ht.	Multi-Stem
OT2	4	Betula nigra 'Cully' HERITAGE RIVER BIRCH	6' Ht.	Multi-Stem
		EVERGREEN TREES		
ET1	9	Thuja occidentalis 'Nigra' DARK GREEN ARBORVITAE	8' Ht.	
		DECIDUOUS SHRUBS		
DS1	28	Fothergilla gardenii DWARF FOTHERGILLA	24" Tall	3' O.C.
DS2	44	Hydrangea arborescens 'Abetwo' INCREDIBALL HYDRANGEA	24" Tall	3' O.C.
DS3	6	Syringa patula 'Miss Kim' MISS KIM LILAC	24" Tall	4' O.C.
DS4	10	Viburnum trilobum 'Redwing' JN SELECT CRANBERRYBUSH VIBURNUM	36" Tall	5' O.C.
DS5	6	Weigela florida 'Alexandra' WINE & ROSES WEIGELA	36" Tall	4' O.C.
		EVERGREEN SHRUBS		
ES1	12	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
ES2	6	Juniperus chinensis var. sargentii 'Viridis' GREEN SARGENT JUNIPER	24" Wide	5' O.C.
ES3	10	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
OG1	16	Sporobolus heterolepis PRAIRIE DROPSEED	#1	24" O.C.
OG2	16	Panicum virgatum 'Heavy Metal' HEAVY METAL SWITCHGRASS	#1	24" O.C.
OG3	10	Pennisetum alopecuroides 'Hameln' DWARF FOUNTAIN GRASS	#1	24" O.C.
		PERENNIALS		
PR1	82	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
PR2	128	Echinacea 'CBG Cone 2' PIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
PR3	146	Nepeta racemosa 'Walker's Low' WALKER'S LOW CATMINT	#1	18" O.C.
PR4	126	Iris sibirica 'Caesars Brother' CAESAR'S BROTHER SIBERIAN IRIS	#1	24" O.C.
PR5	134	Geranium 'Brookside' BROOKSIDE GERANIUM	#1	18" O.C.
		MISC. MATERIALS		
	26	SHREDDED HARDWOOD MULCH	C.Y.	

TYPICAL APARTMENT BUILDING FOUNDATION PLANT LIST B (BUILDING B)

Key	Qty	Botanical/Common Name	Size	Remarks
		ORNAMENTAL TREES		
OT1	4	Malus 'Prairifire' PRAIRIFIRE CRABAPPLE	6' Ht.	Multi-Stem
OT2	4	Cornus mas CORNELIANCHERRY DOGWOOD	6' Ht.	Multi-Stem
		EVERGREEN TREES		
ET1	9	Thuja occidentalis 'Nigra' DARK GREEN ARBORVITAE	8' Ht.	
		DECIDUOUS SHRUBS		
DS1	28	Cornus sericea 'Farrow' ARCTIC FIRE REDTWIG DOGWOOD	24" Tall	3' O.C.
DS2	44	Itea virginica 'Little Henry' LITTLE HENRY VIRGINIA SWEETSPIRE	24" Tall	3' O.C.
DS3	6	Rhus aromatica 'Gro-low' GRO-LOW SUMAC	24" Wide	3' O.C.
DS4	10	Syringa meyeri 'Palabin' DWARF KOREAN LILAC	24" Tall	4' O.C.
DS5	6	Weigela florida 'Bramwell' FINE WINE WEIGELA	24" Tall	3' O.C.
		EVERGREEN SHRUBS		
ES1	12	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
ES2	6	Juniperus chinensis 'Sea Green' SEA GREEN JUNIPER	30" Wide	5' O.C.
ES3	10	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
OG1	16	Schizachyrium scoparium 'Twilight Zone' TWILIGHT LITTLE BLUESTEM	#1	24" O.C.
OG2	16	Panicum virgatum 'Northwind' NORTHWIND SWITCHGRASS	#1	30" O.C.
OG3	10	Pennisetum alopecuroides 'Burgundy Bunny' BURGUNDY BUNNY FOUNTAIN GRASS	#1	24" O.C.
		PERENNIALS		
PR1	82	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.
PR2	128	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
PR3	146	Perovskia atriplicifolia RUSSIAN SAGE	#1	24" O.C.
PR4	126	Rudbeckia fulgida 'Goldsturm' GOLDSTRUM BLACK-EYED SUSAN	#1	18" O.C.
PR5	134	Hosta 'Patriot PATRIOT HOSTA	#1	24" O.C.
		MISC. MATERIALS		
	26	SHREDDED HARDWOOD MULCH	C.Y.	

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FOUNDATION LANDSCAPE PLAN

1 03.16.2022
REVISIONS

DATE 2022.02.21
PROJECT NO. PSW2205
DRAWN DHS
CHECKED MGM
SHEET NO.
3 OF 5

Know what's below. Call before you dig.

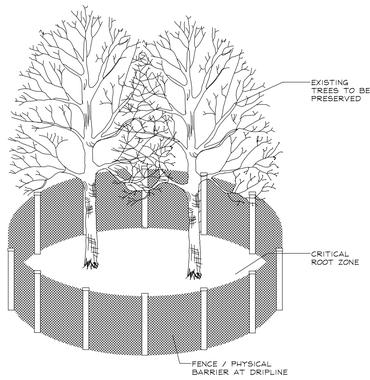
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LEGEND

1234 — **TREE TO BE PRESERVED**

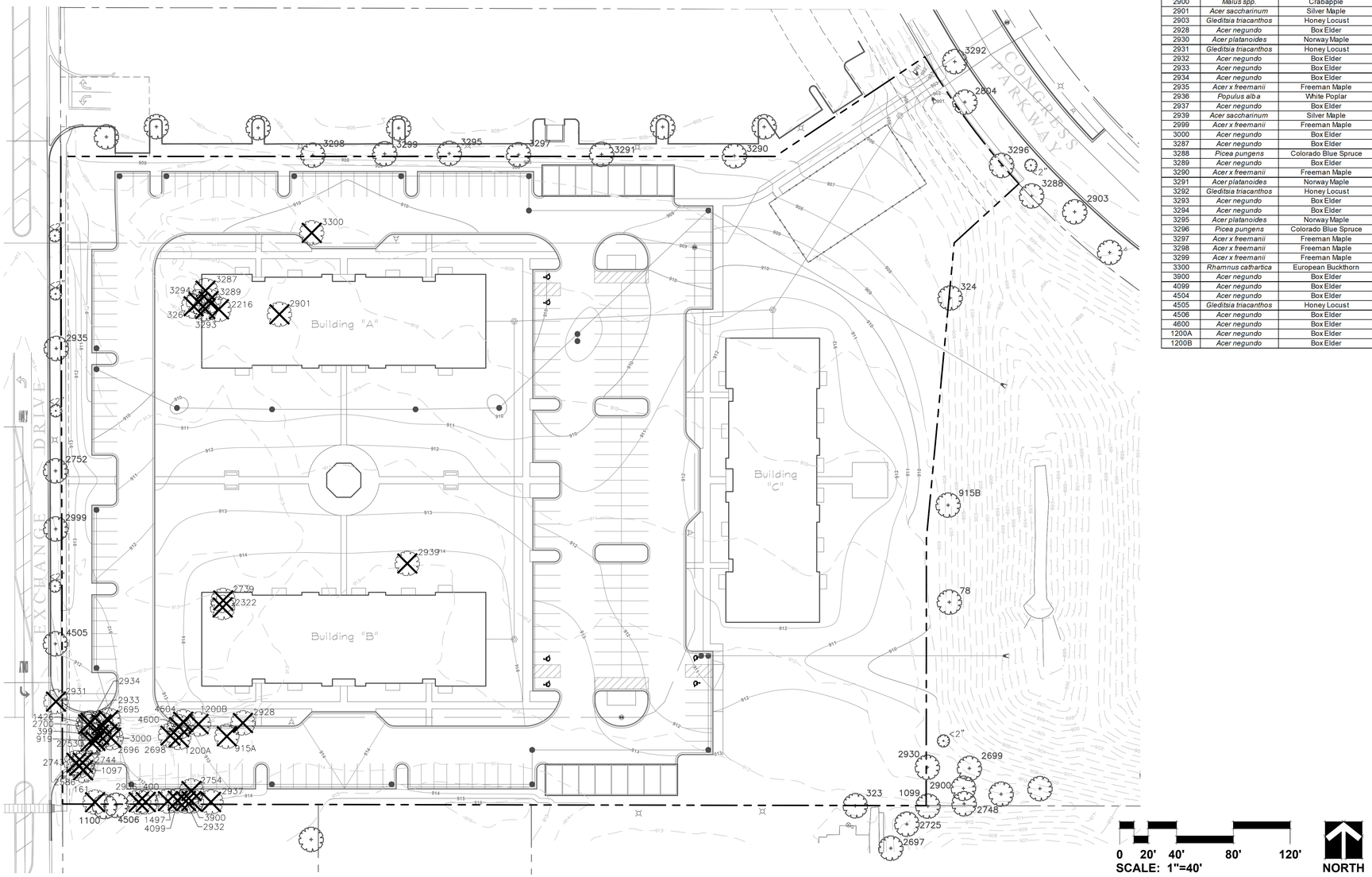
<2" — **TREE LESS THAN 2" DBH TO BE PRESERVED**

1234 — **TREE TO BE REMOVED**



TREE PRESERVATION DETAIL

(NOT TO SCALE)
SEE NOTES



0 20' 40' 80' 120'
SCALE: 1"=40'

NORTH

TREE INVENTORY

TAG NO.	SCIENTIFIC NAME	COMMON NAME	DBH (inches)	RATING	No. Rating	HEALTH/STRUCTURE	REMOVE/ PRESERVE	REPLACEMENT VALUE (CAL. IN.)
78	*Acer x freemanii*	Freeman Maple	7	Poor	5	Trunk scar, dead branches	Preserve	
161	*Acer negundo*	Box Elder	7	Poor	4	Strong lean	Remove	
323	*Acer platanoides*	Norway Maple	13	Good	2		Preserve	
324	*Acer platanoides*	Norway Maple	10	Good	2		Preserve	
326	*Acer negundo*	Box Elder	7,5,4	Poor	5	Strong crown lean	Remove	
399	*Acer negundo*	Box Elder	5	Fair	4	Lean	Remove	
400	*Populus alba*	White Poplar	9	Good	2		Replace	0.45
915A	*Acer negundo*	Box Elder	9,5	Poor	5	Strong lean	Remove	
915B	*Acer x freemanii*	Freeman Maple	6	Poor	5	Trunk scar, dead branches	Preserve	
919	*Acer negundo*	Box Elder	6,4	Fair	4	Lean	Remove	
1097	*Populus deltoides*	Eastern Cottonwood	10	Fair	3	Lean	Replace	1
1099	*Acer platanoides*	Norway Maple	14	Good	2		Preserve	
1100	*Acer negundo*	Box Elder	5	Poor	5	Strong crown lean	Preserve	
1426	*Acer negundo*	Box Elder	7	Poor	5	Strong crown lean	Remove	
1497	*Acer negundo*	Box Elder	4,2	Poor	5	Strong lean	Remove	
2216	*Acer negundo*	Box Elder	5	Poor	5	Strong lean	Remove	
2322	*Rhamnus cathartica*	European Buckthorn	2,2,2	Poor	5	Crowded	Remove	
2586	*Populus deltoides*	Eastern Cottonwood	7	Fair	3	Lean	Replace	0.7
2695	*Acer negundo*	Box Elder	9,6,5	Fair	4	Lean	Remove	
2696	*Acer negundo*	Box Elder	6,6	Poor	5	Split risk	Remove	
2697	*Acer platanoides*	Norway Maple	12	Good	2		Preserve	
2698	*Acer negundo*	Box Elder	10,8,8,6	Poor	5	Split risk	Remove	
2699	*Acer platanoides*	Norway Maple	12	Good	2		Preserve	
2700	*Acer negundo*	Box Elder	8,7	Poor	5	Strong lean	Remove	
2725	*Acer platanoides*	Norway Maple	12	Good	2		Preserve	
2739	*Rhamnus cathartica*	European Buckthorn	2,2	Poor	5	Crowded	Remove	
2743	*Populus deltoides*	Eastern Cottonwood	9	Fair	3	Lean	Replace	0.9
2744	*Salix nigra*	Black Willow	8	Poor	5	Strong lean	Remove	
2748	*Acer platanoides*	Norway Maple	11	Good	2		Preserve	
2752	*Gleditsia triacanthos*	Honey Locust	2.5	Good	3	Trunk scar (from mower)	Preserve	
2753	*Acer negundo*	Box Elder	4,4	Poor	5	Strong lean	Remove	
2754	*Acer negundo*	Box Elder	7	Poor	5	Strong lean	Remove	
2804	*Gleditsia triacanthos*	Honey Locust	14	Good	2		Preserve	
2900	*Malus spp.*	Crabapple	3,2	Fair	3		Preserve	
2901	*Acer saccharinum*	Silver Maple	8,7	Poor	5	Split risk	Remove	
2903	*Gleditsia triacanthos*	Honey Locust	12	Good	2		Preserve	
2928	*Acer negundo*	Box Elder	12,10,7,7	Poor	5	Strong lean	Remove	
2930	*Acer platanoides*	Norway Maple	11	Good	2		Preserve	
2931	*Gleditsia triacanthos*	Honey Locust	2.5	Good	2		Replace	1.25
2932	*Acer negundo*	Box Elder	7	Poor	5	Strong lean	Remove	
2933	*Acer negundo*	Box Elder	8	Poor	5	Strong lean	Remove	
2934	*Acer negundo*	Box Elder	8	Poor	5	Strong lean	Remove	
2935	*Acer x freemanii*	Freeman Maple	4	Good	2		Preserve	
2936	*Populus alba*	White Poplar	10	Fair	3	Vines	Replace	0.5
2937	*Acer negundo*	Box Elder	7	Poor	5	Strong lean, dead limbs, trunk scar	Remove	
2939	*Acer saccharinum*	Silver Maple	7,7	Poor	5	Split risk	Remove	
2999	*Acer x freemanii*	Freeman Maple	6	Good	2		Preserve	
3000	*Acer negundo*	Box Elder	5,4	Poor	5	Strong lean	Remove	
3287	*Acer negundo*	Box Elder	9,7	Poor	5	Strong lean	Remove	
3288	*Picea pungens*	Colorado Blue Spruce	12	Good	1		Preserve	
3289	*Acer negundo*	Box Elder	7	Poor	5	Strong lean	Remove	
3290	*Acer x freemanii*	Freeman Maple	7	Good	2		Preserve	
3291	*Acer platanoides*	Norway Maple	10	Good	2		Preserve	
3292	*Gleditsia triacanthos*	Honey Locust	12	Good	2		Preserve	
3293	*Acer negundo*	Box Elder	5	Poor	5	Strong lean	Remove	
3294	*Acer negundo*	Box Elder	5,3,3	Poor	5	Strong lean	Remove	
3295	*Acer platanoides*	Norway Maple	9	Good	2		Preserve	
3296	*Picea pungens*	Colorado Blue Spruce	14	Good	1		Preserve	
3297	*Acer x freemanii*	Freeman Maple	10	Good	2		Preserve	
3298	*Acer x freemanii*	Freeman Maple	6	Good	2		Preserve	
3299	*Acer x freemanii*	Freeman Maple	8	Good	2		Preserve	
3300	*Rhamnus cathartica*	European Buckthorn	3,2,2,2	Poor	5		Remove	
3900	*Acer negundo*	Box Elder	7	Poor	5	Strong lean	Remove	
4099	*Acer negundo*	Box Elder	7	Poor	5	Strong lean	Remove	
4504	*Acer negundo*	Box Elder	8	Poor	5	Strong lean	Remove	
4505	*Gleditsia triacanthos*	Honey Locust	2.5	Good	2		Preserve	
4506	*Acer negundo*	Box Elder	6	Poor	5	Strong crown lean	Preserve	
4600	*Acer negundo*	Box Elder	12,10,9	Poor	5	Split risk	Remove	
1200A	*Acer negundo*	Box Elder	10,8,8,6	Poor	5	Split risk	Remove	
1200B	*Acer negundo*	Box Elder	8,6,5,5	Poor	5	Strong lean	Remove	

REQUIRED TREE REPLACEMENTS

4.8 CALIPER INCHES OF REPLACEMENT

LOCATION OF REQUIRED REPLACEMENT TREES TO BE SHOWN ON FINAL LANDSCAPE PLAN

TREE PRESERVATION NOTES

1. 48'' high snow fence or wood barriers shall extend to the dripline of the tree or tree mass whenever possible, shall be installed before construction begins, and should not be removed until the completion of construction.
2. All accidental damage to existing trees that are to be preserved shall be promptly treated as required in accordance with recognized horticultural practices and the instructions of the professional Arborist, Landscape Architect or Horticulturist.
3. Broken or badly bruised branches shall be removed with a clean cut. If recommended by the professional Arborist, Landscape Architect or Horticulturist.
4. Care shall be exercised by the contractors to protect all overhead limbs and branches from damage by contact with material, machinery or equipment and by damage from engine exhaust.
5. Contractors shall protect trees and vegetation against spills or discharge of fuels, lubricating oils, hydraulic fluids, anti-freeze and coolants, calcium chloride, lime and all other similar hydrocarbons, organic chemicals, and other materials which can be harmful.
6. When underground utilities are proposed within 5' of a preserved tree trunk, they must be augered if possible.

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

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ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
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WHEATON, ILLINOIS 60187
PHONE: 630-668-7197
www.grwainc.com

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MT. PROSPECT, IL 60056

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HAEGER ENGINEERING
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173

551 CONGRESS PARKWAY

551 E. CONGRESS PARKWAY
CRYSTAL LAKE, IL 60014

TREE PRESERVATION PLAN

1	03.16.2022	
REVISIONS		

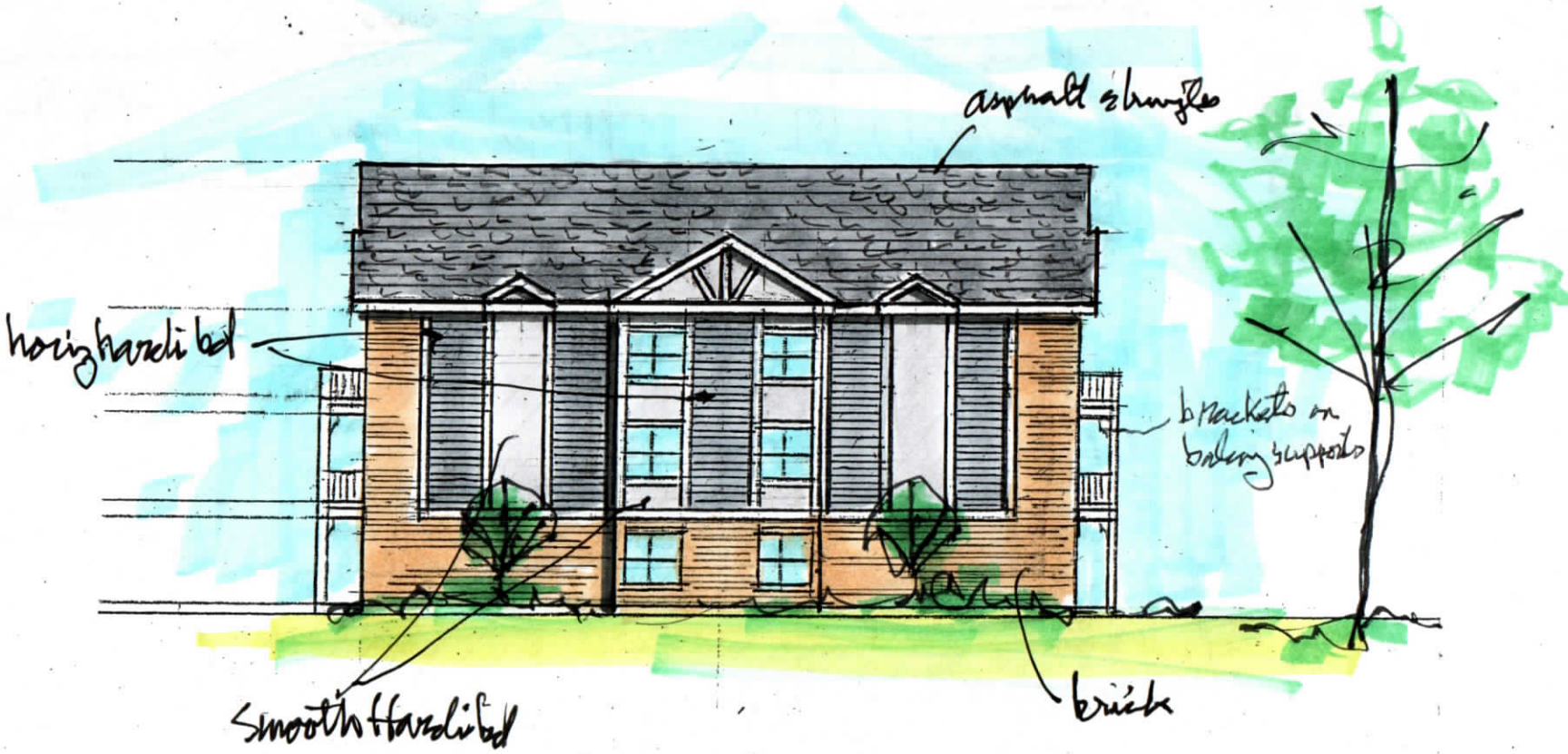
DATE	2022.02.21
PROJECT NO.	PSW2205
DRAWN	DHS
CHECKED	MGM
SHEET NO.	

4 OF 5

XREFS
PLOT CONFIG

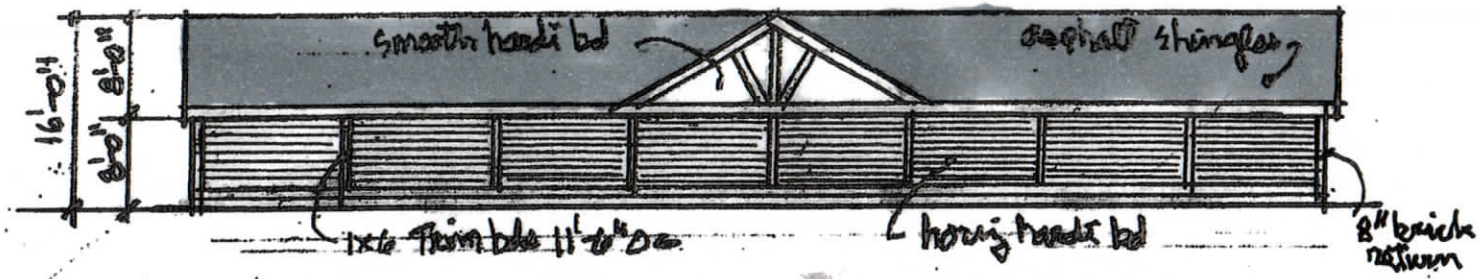




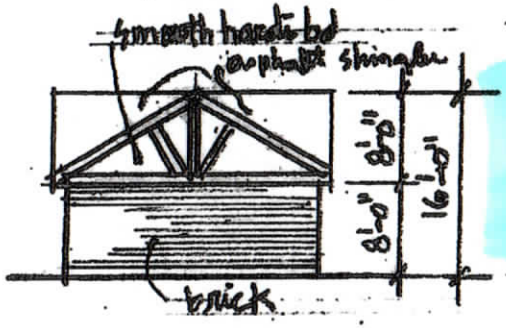


end elevation

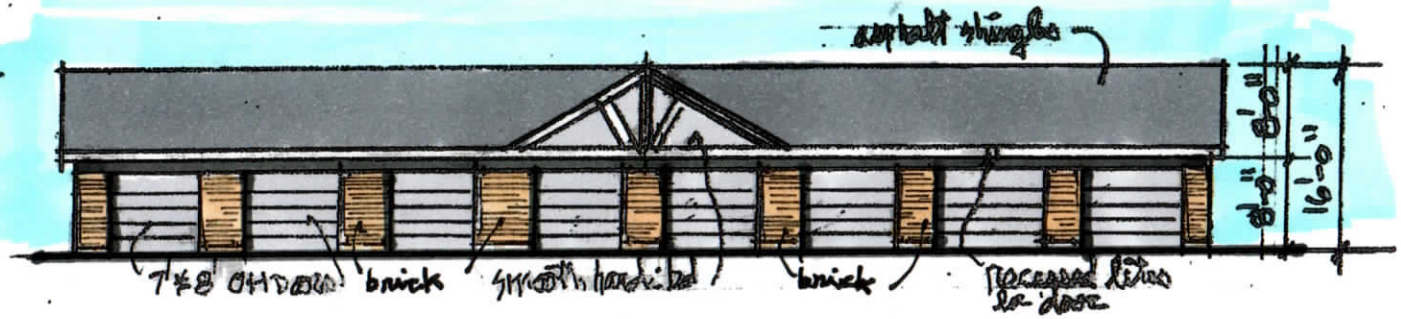
revised 3/10/22



BACK ELEVATION 1/16"

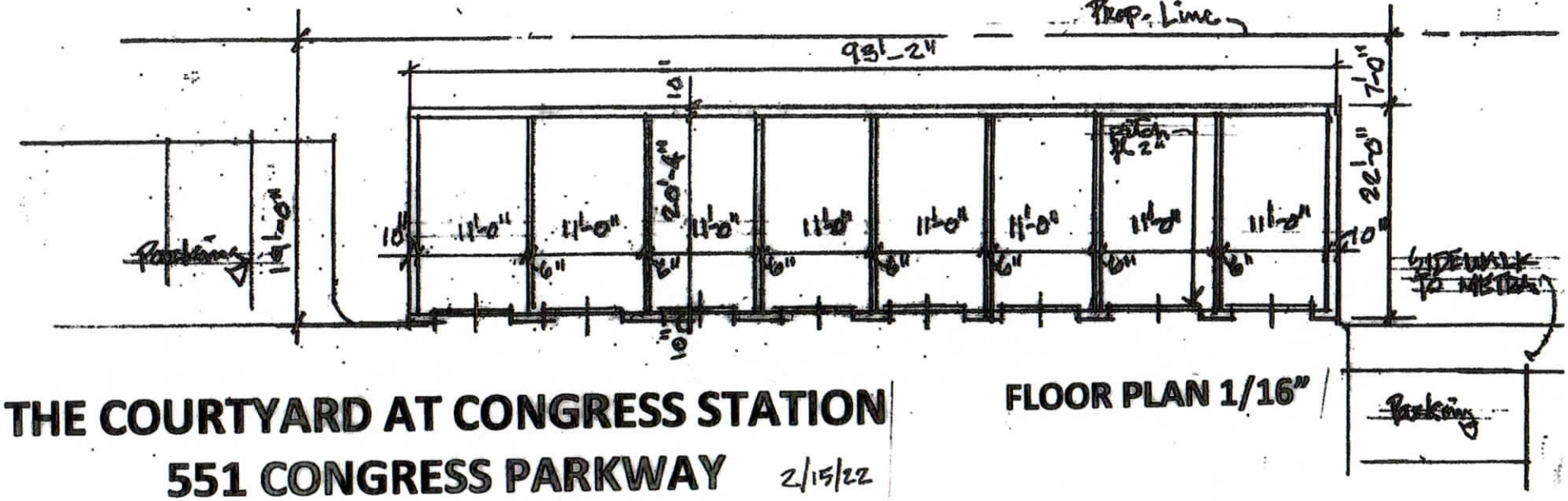


SIDE ELEVATION 1/16"



FRONT ELEVATION 1/16"

8 CAR GARAGE BUILDING

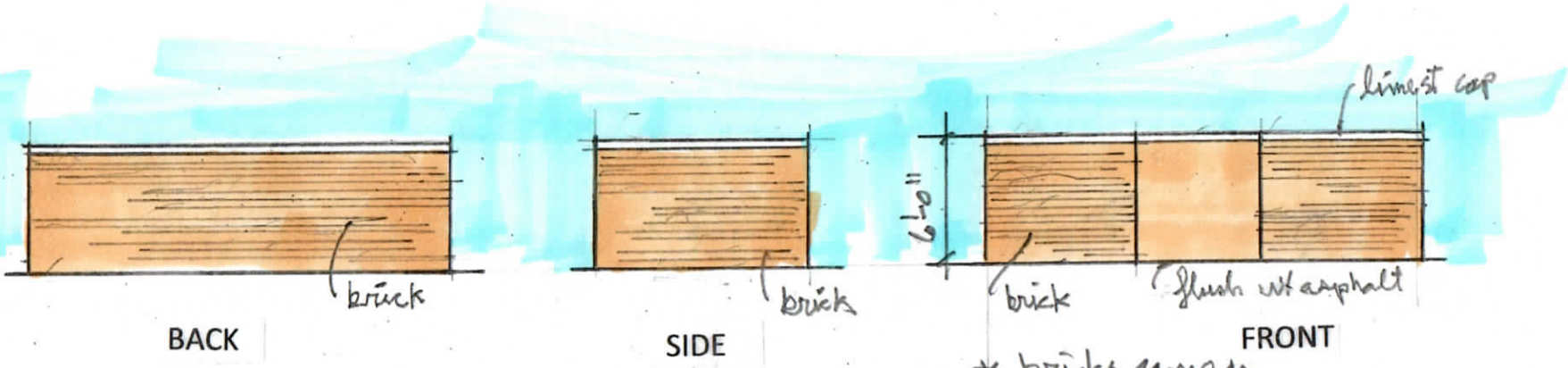


FLOOR PLAN 1/16"

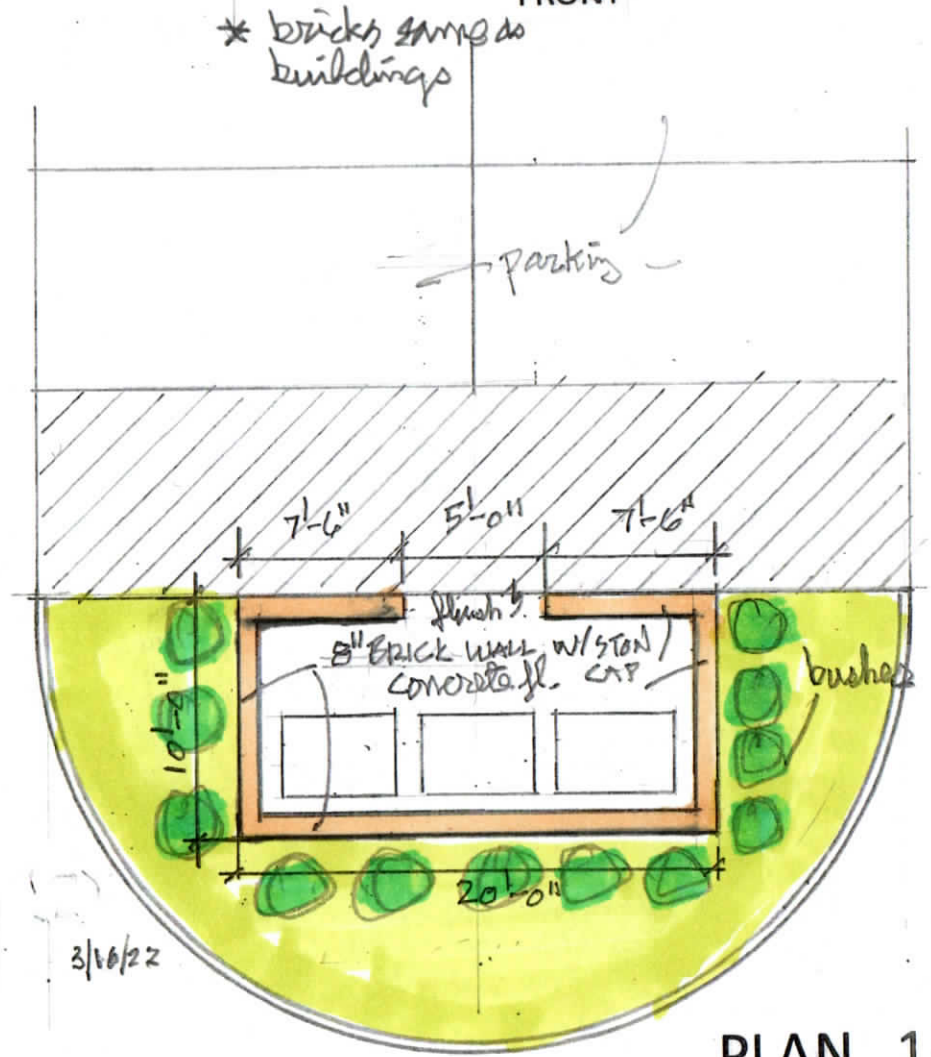
THE COURTYARD AT CONGRESS STATION

551 CONGRESS PARKWAY

2/15/22



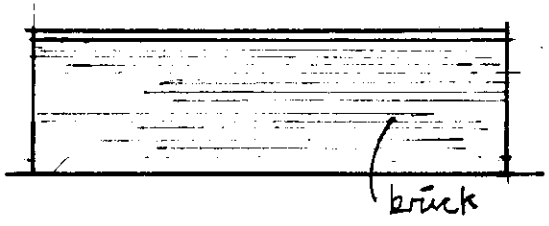
ELEVATIONS 1/8



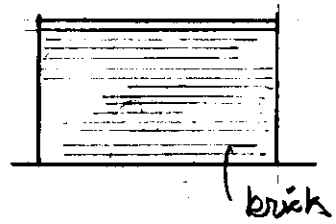
TRASH ENCLOSURES

551 CONGRESS PKWY

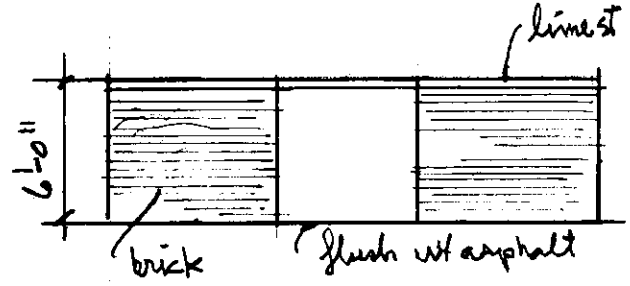
PLAN 1/8



BACK

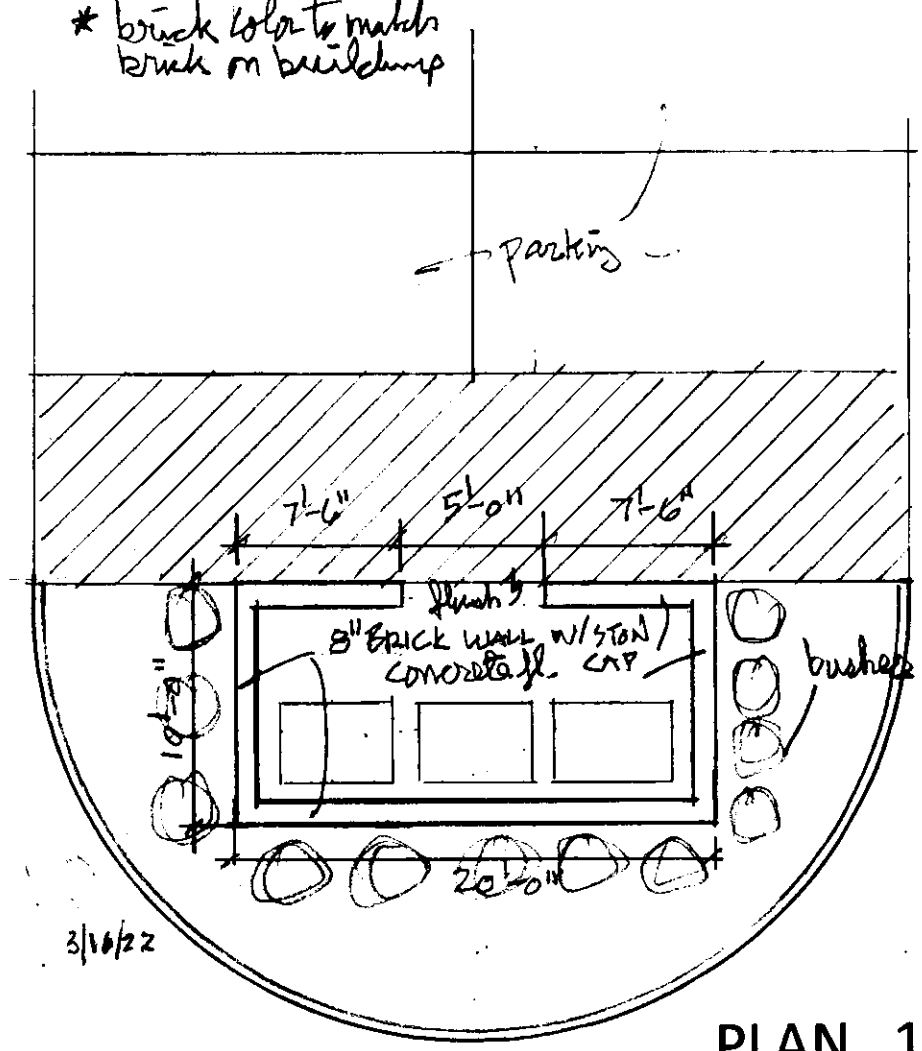


SIDE



FRONT

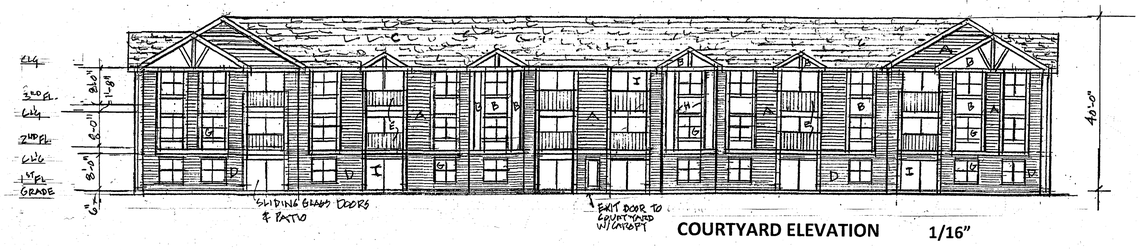
ELEVATIONS 1/8



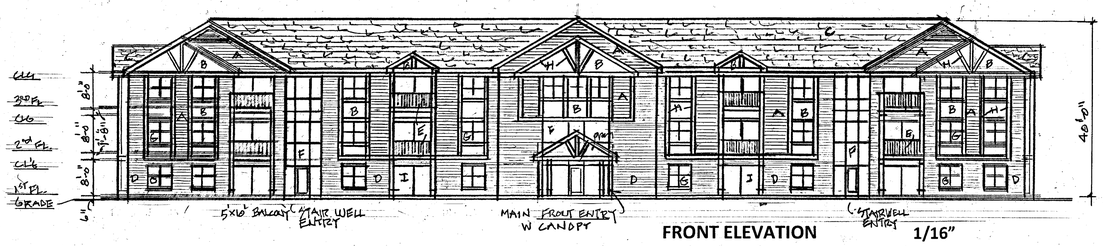
PLAN 1/8

TRASH ENCLOSURES

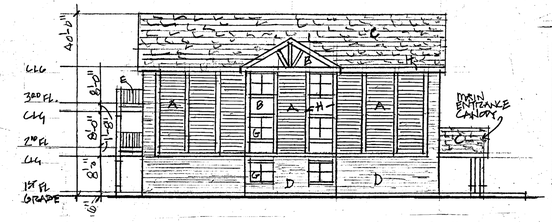
551 CONGRESS PKWY



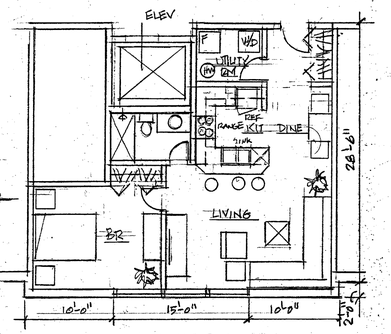
COURTYARD ELEVATION 1/16"



FRONT ELEVATION 1/16"



SIDE ELEVATION 1/16"



SUITE D 1/8"

766 SF

BUILDING EXTERIOR FINISH SCHEDULE

A. **SIDING –** HORIZONTAL BOARDS HARDI BOARD SIDING

B. **SIDING –** SMOOTH HARDI BOARD SIDING

C. **ROOF –** ARCHITECTURAL DIMENSIONAL ASPHALT SHINGLES

D. **FACEBRICK –**

E. **BALCONY RAILINGS –** BRONZE ANONDIZED ALUMINUM

F. **CURTAIN WALL –** BRONZE ANODIZED ALUMINUM FRAMES WITH CLEAR INSULATED GLASS

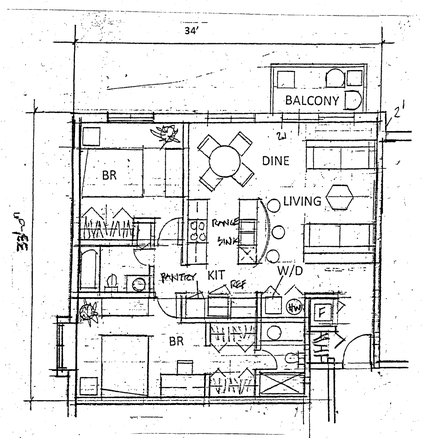
G. **WINDOWS –** BRONZE FIBERGLASS FRAMES WITH CLEAR INSULATED GLASS

H. **TRIM BOARDS –** 1 X 6 TRIM 1 X 12 FASCIA

I. **SLIDING GLASS DOORS –** BRONZE ANODIZED ALUMINUM WITH CLEAR INSULATED GLASS

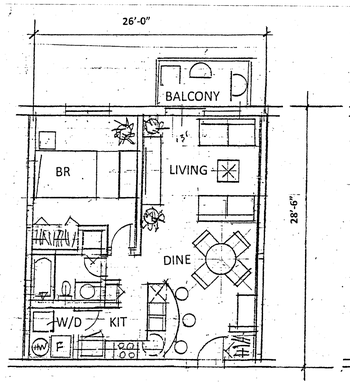
RENTAL UNITS

UNITS/BUILDINGS	1 BR	7
	2 BR	24
TOTAL UNITS (3 BUILDINGS)	1 BR	21 (23%)
	2 BR	72
TOTAL		93 UNITS



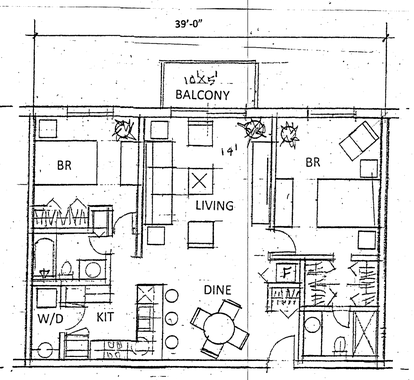
SUITE A 1/8"

1,102 SF



SUITE B 1/8"

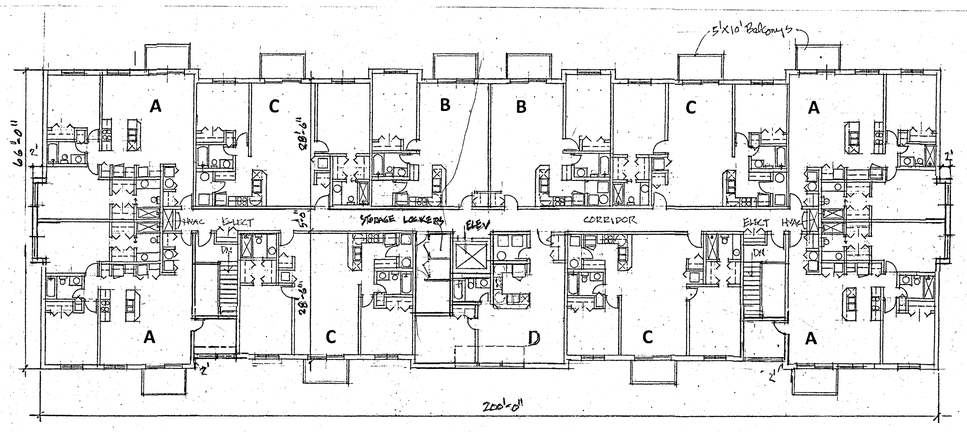
741 SF



SUITE C 1/8"

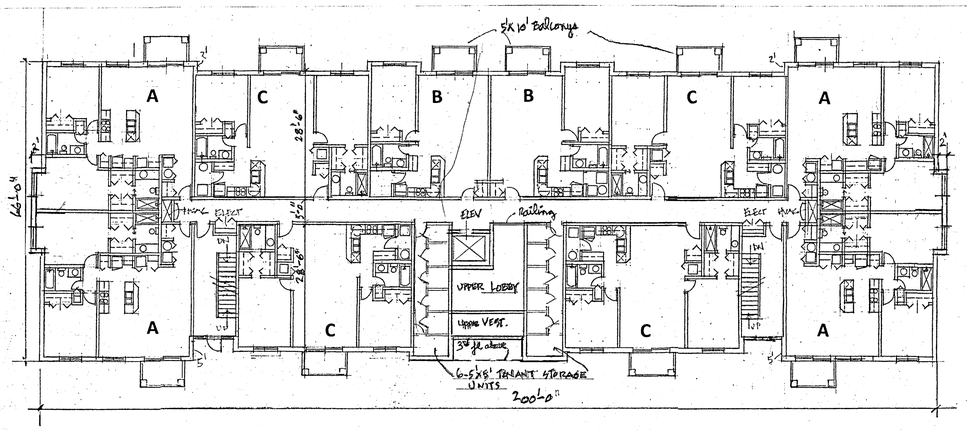
1,112 SF

INDIVIDUAL UNIT FLOOR PLANS 1/8"



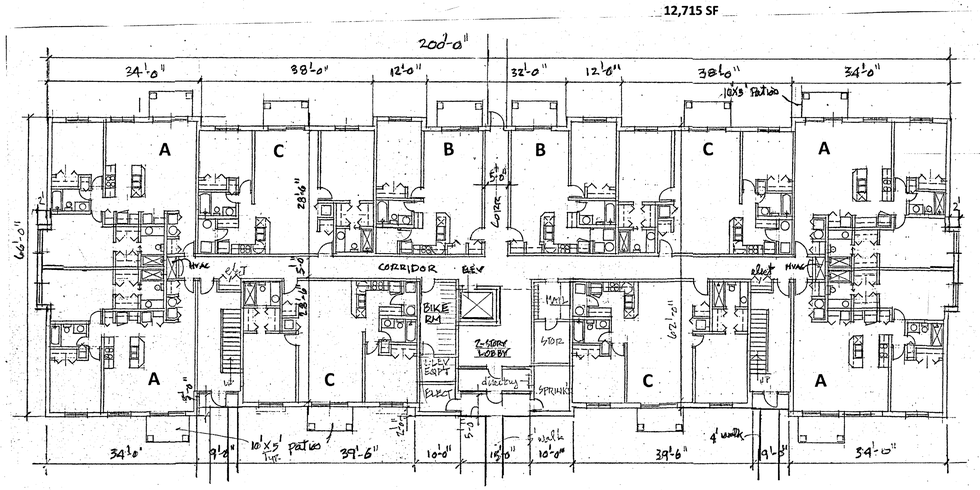
THIRD FLOOR PLAN 1/16" = 1' – 0"

12,790 SF



SECOND FLOOR PLAN 1/16" = 1' – 0"

12,715 SF



TOTAL BUILDING SF 38,220 SF

FIRST FLOOR PLAN 1/16" = 1' – 0"

12,715 SF

Architectural Services
arthur swanson & associates, llc.
10500 WEST LUNT AVENUE • ROSEMONT, ILLINOIS 60018
Phone (708) 635-6111 • FAX: (708) 635-6926

REVISIONS

NO	DATE	REVISIONS

THE COURTYARD AT CONGRESS STATION

551 CONGRESS PARKWAY
CRYSTAL LAKE, ILLINOIS

DATE 11/8/21
JOB NO. ESV 12/19/21
SHEET NO. A1

551 CONGRESS PARKWAY
SITE IMPROVEMENT PLANS
SECTION 4 TOWNSHIP 43 NORTH RANGE 8 EAST
CRYSTAL LAKE, ILLINOIS
MCHENRY COUNTY



LOCATION MAP
Not To Scale

OWNER / DEVELOPER:
Paul Swanson Associates, Inc.
401 E Prospect Ave, Suite 201
Mount Prospect, Illinois 60056
Tel: (847) 670-6710

PREPARED BY:
Haeger Engineering LLC
Illinois Prof. Design Firm #184-003152
100 E. State Parkway, Schaumburg, IL 60173
Tel: (847) 394-9600
Fax: (847) 394-6608
www.haegerengineering.com

CITY OF CRYSTAL LAKE:
100 W. Woodstock Street
Crystal Lake, IL 60014
Tel: (815) 459-2020

BENCHMARKS:

Site Benchmarks:

Cut Cross on curb located in parking lot Northeast corner of property & Southeast of Congress Parkway.
Elevation = 906.46

Cut Cross on curb East side of Exchange Drive & South of Station Drive.
Elevation = 913.78

INDEX TO SHEETS

NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	GENERAL NOTES & SPECIFICATIONS
C2.1	GENERAL NOTES & SPECIFICATIONS
C2.2	CITY OF CRYSTAL LAKE NOTES & SPECIFICATIONS
C3.0	EXISTING CONDITIONS & DEMOLITION PLAN
C4.0	GEOMETRY, PAVING, STRIPPING, & SIGNAGE PLAN
C5.0	GRADING PLAN
C6.0	UTILITY PLAN
C7.0	CITY OF CRYSTAL LAKE STANDARD DETAILS
C7.1	CITY OF CRYSTAL LAKE STANDARD DETAILS
C7.2	CITY OF CRYSTAL LAKE STANDARD DETAILS
C7.3	CITY OF CRYSTAL LAKE STANDARD DETAILS
C7.4	IDOT STANDARD DETAILS
C7.5	IDOT STANDARD DETAILS
C7.6	TYPICAL DETAILS

INDEX TO STORM WATER POLLUTION PREVENTION PLAN SHEETS

NO.	DESCRIPTION
EC1.0	SWPPP TITLE SHEET
EC2.0	SWPPP GENERAL NOTES & SPECIFICATIONS
EC3.0	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
EC4.0	SWPPP DETAILS

LEGEND

Existing Symbol	Description	Proposed Symbol
	Storm Sewer Manhole	
	Catch Basin	
	Inlet	
	Flared End Section	
	Headwall	
	Area Drain	
	Sanitary Sewer Manhole	
	Clean Out	C.O.
	Storm Sewer	
	Storm Sewer Service	
	Perforated Underdrain	
	Sanitary Sewer	
	Sanitary Sewer Service	
	Combined Sewer	
FM	Force Main	FM
W	Water Main	W
	Water Main Service	
	Fire Hydrant	
	Valve Vault	
	Valve Box	
	BuBox	
	Well Head	
	Light Pole	
	Light Pole With Mast Arm	
	Traffic Signal	
	Traffic Signal With Mast Arm	
	Hand Hole	
	Fence	
	Guardrail	
	Pipe Bollard	
	Sign	
	Gas Valve	
G	Gas Line	G
E	Electric Line	E
OHW	Overhead Utility Line	OHW
FO	Fiber Optic Line	FO
	Electrical Pedestal	
	Electric Manhole	
	Guy Wire	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
T	Telephone Line	T
CATV	Cable TV Line	CATV
	Cable TV Pedestal	
	Flagpole	
	Mailbox	
	Handicapped Parking Stall	
X	Number of Parking Stalls	X
	Curb & Gutter	
	Reverse Pitch Curb & Gutter	
	Depressed Curb	
	Retaining Wall	
C XXX.XX	Curb Elevation and	C XXX.XX
G/P XXX.XX	Gutter/Pavement Elevation	G XXX.XX
XXX.XX	Pavement Elevation	P XXX.XX
XXX.XX	Sidewalk Elevation	W XXX.XX
XXX.X +	Ground Elevation	XXX.X
T/W XXX.XX	Top of Wall Elevation	TW XXX.XX
B/W XXX.XX	Bottom of Wall Elevation	BW XXX.XX
Gr XXX.XX	Open Lid Frame & Grate	Gr XXX.XX
Rim XXX.XX	Closed Lid Frame & Lid	Rim XXX.XX
FG XXX.XX	Finish Grade	FG XXX.XX
GF XXX.XX	Garage Floor	GF XXX.XX
TF XXX.XX	Top of Foundation	TF XXX.XX
	Swale	
	Hardscape Flow	
	Softscape Flow	
XXX	Contour Line	XXX
	Wetland	
	Wetland Buffer	
	Normal Water Level	
	High Water Level	
	Flood Plain	
	Flood Way	
	Deciduous Tree	
	Coniferous Tree	
	Bush	
	Brushline	
B-1	Soil Boring	B-1
	Over Land Flow Route	

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

Note:
Call 811 at least 48 hours, excluding weekends and holidays, before you dig.

062-072037
LICENSED PROFESSIONAL ENGINEER
OF
EXPIRES 02-28-22

No.	Revision	Date

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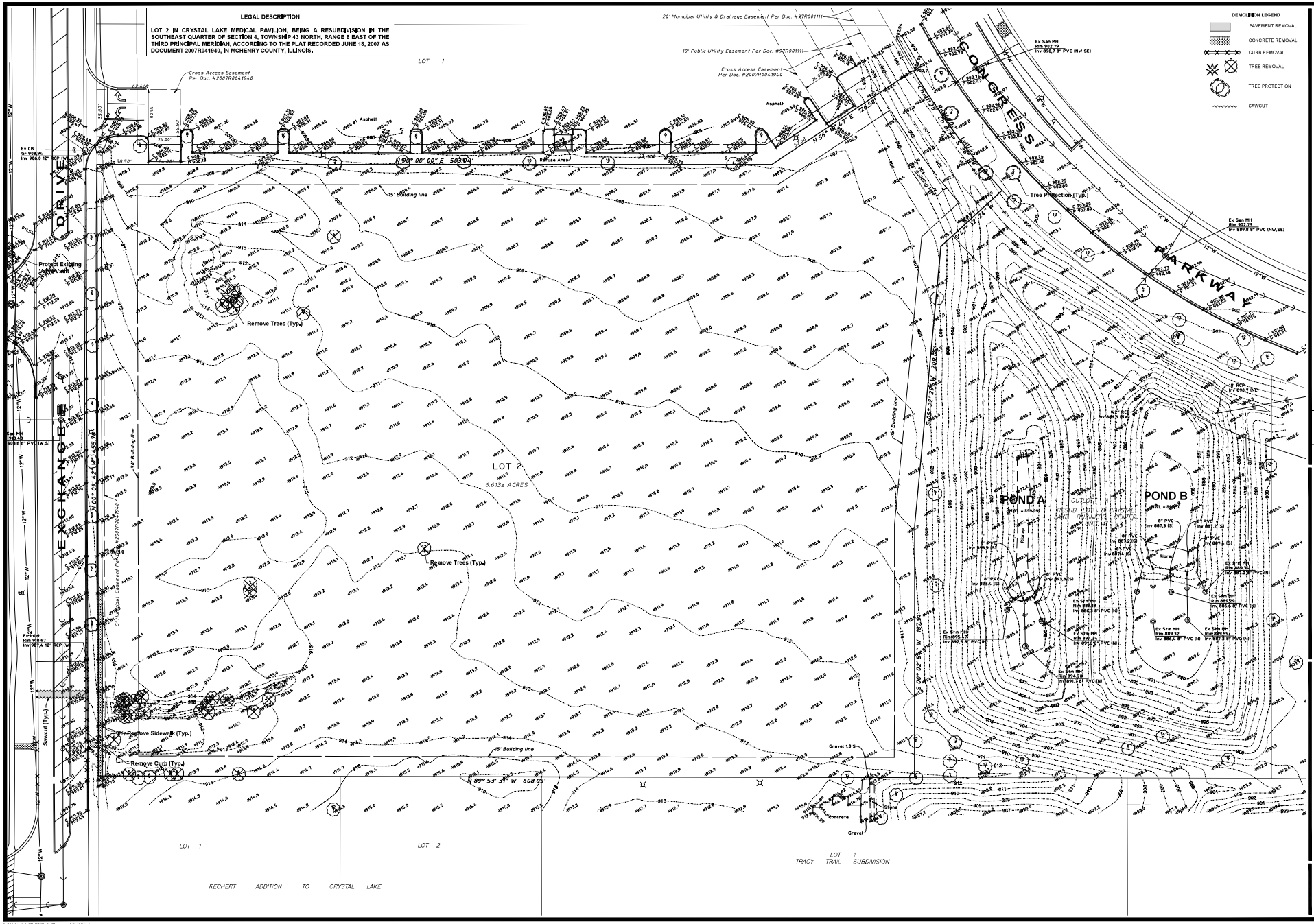
TITLE SHEET

SITE IMPROVEMENT PLANS
551 CONGRESS PARKWAY
CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Project Manager: D J V
Engineer: D J V
Date: 02/22/2022
Project No. 21-215
Sheet C1.0 / C7

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Plot Date: Feb 22, 2022 - 8:42am Plotted By: dvane
File Name: P:\2021\21215\Drawings\Final Engineering\21215-TIHL ENGINEERING.dwg



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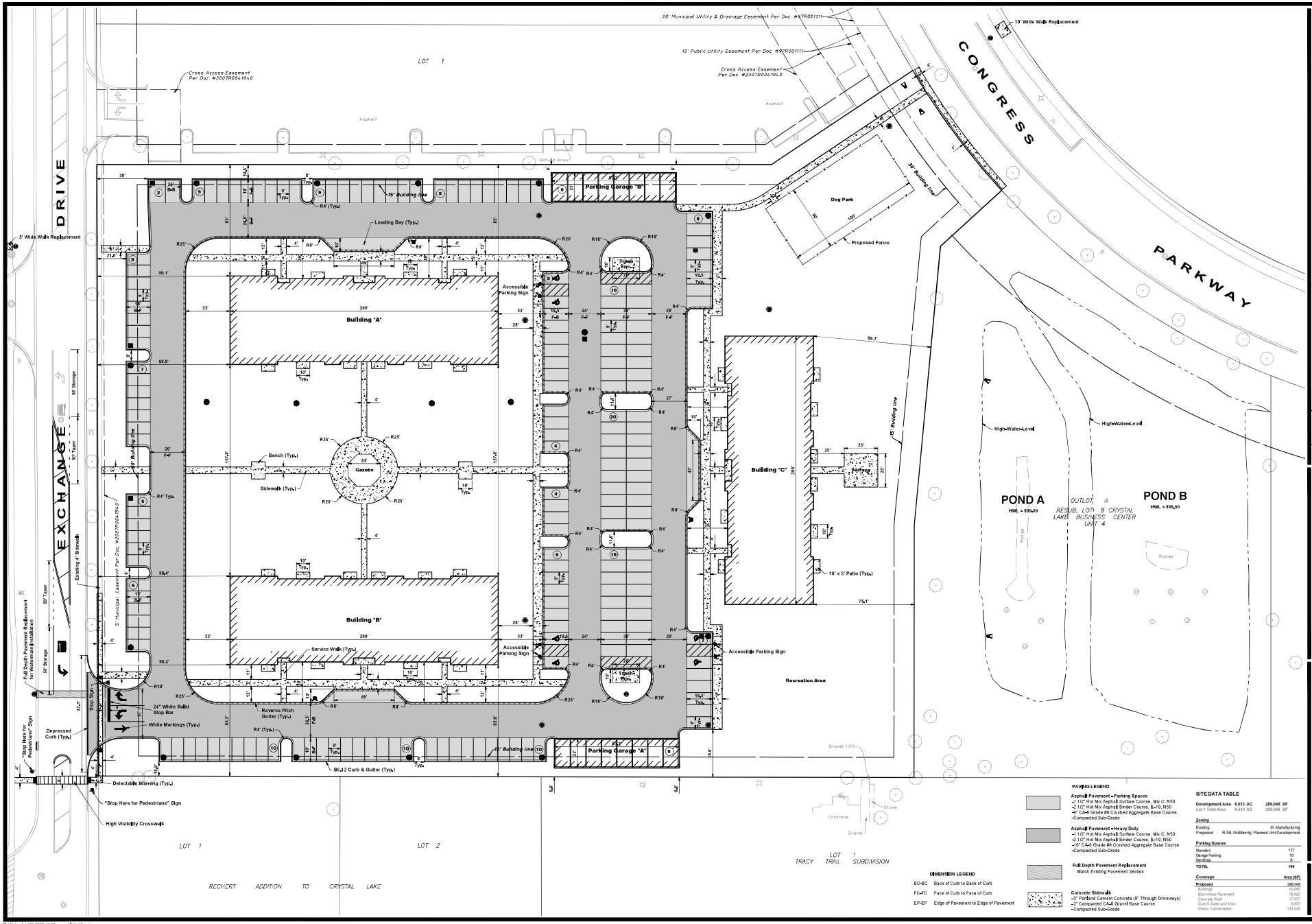
EXISTING CONDITIONS & DEMOLITION PLAN

SITE IMPROVEMENT PLANS
551 CONGRESS PARKWAY
CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Project Manager:	D J V
Engineer:	D J V
Date:	02/22/2022
Project No.	21-215
Sheet	C3.0 / C7

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Plot Date: Feb 22, 2022 - 8:40am Plotted By: dvane
File Name: P:\2021\21215\Drawings\Final Engineering\21215-ENGINEERING.dwg



PAVING LEGEND

Asphalt Pavement - Parking Spaces
- 1 1/2" Hot Mix Asphalt Surface Course, Mix C, N50
- 2 1/2" Hot Mix Asphalt Binder Course, IL-19, N50
- 8" CA-6 Grade #6 Crushed Aggregate Base Course
- Compacted Sub-Grade

Asphalt Pavement - Heavy Duty
- 1 1/2" Hot Mix Asphalt Surface Course, Mix C, N50
- 2 1/2" Hot Mix Asphalt Binder Course, IL-19, N50
- 10" CA-6 Grade #6 Crushed Aggregate Base Course
- Compacted Sub-Grade

Full Depth Pavement Replacement
Match Existing Pavement Section

Concrete Sidewalk
- 5" Portland Cement Concrete (6" Through Driveways)
- 2" Compacted CA-6 Gravel Base Course
- Compacted Sub-Grade

DIMENSION LEGEND

BC-BC	Back of Curb to Back of Curb
FC-FC	Face of Curb to Face of Curb
EP-EP	Edge of Pavement to Edge of Pavement

SITE DATA TABLE

Development Area	6.813 AC	288,048 SF
Lot 1 Total Area	6.813 AC	288,048 SF
Zoning		
Existing		M, Manufacturing
Proposed		R-3B, Multifamily; Planned Unit Development
Parking Spaces		
Standard		177
Garage Parking		18
Handicap		6
TOTAL		199
Coverage		**Area (SF)**
Proposed		288,048
Buildings		62,000
Bituminous Pavement		79,000
Concrete Walk		17,477
Curb & Gutter and Misc.		6,023
Grass / Landscaped		143,448

NORTH
Scale: 1" = 30'

No.	Date	Revision

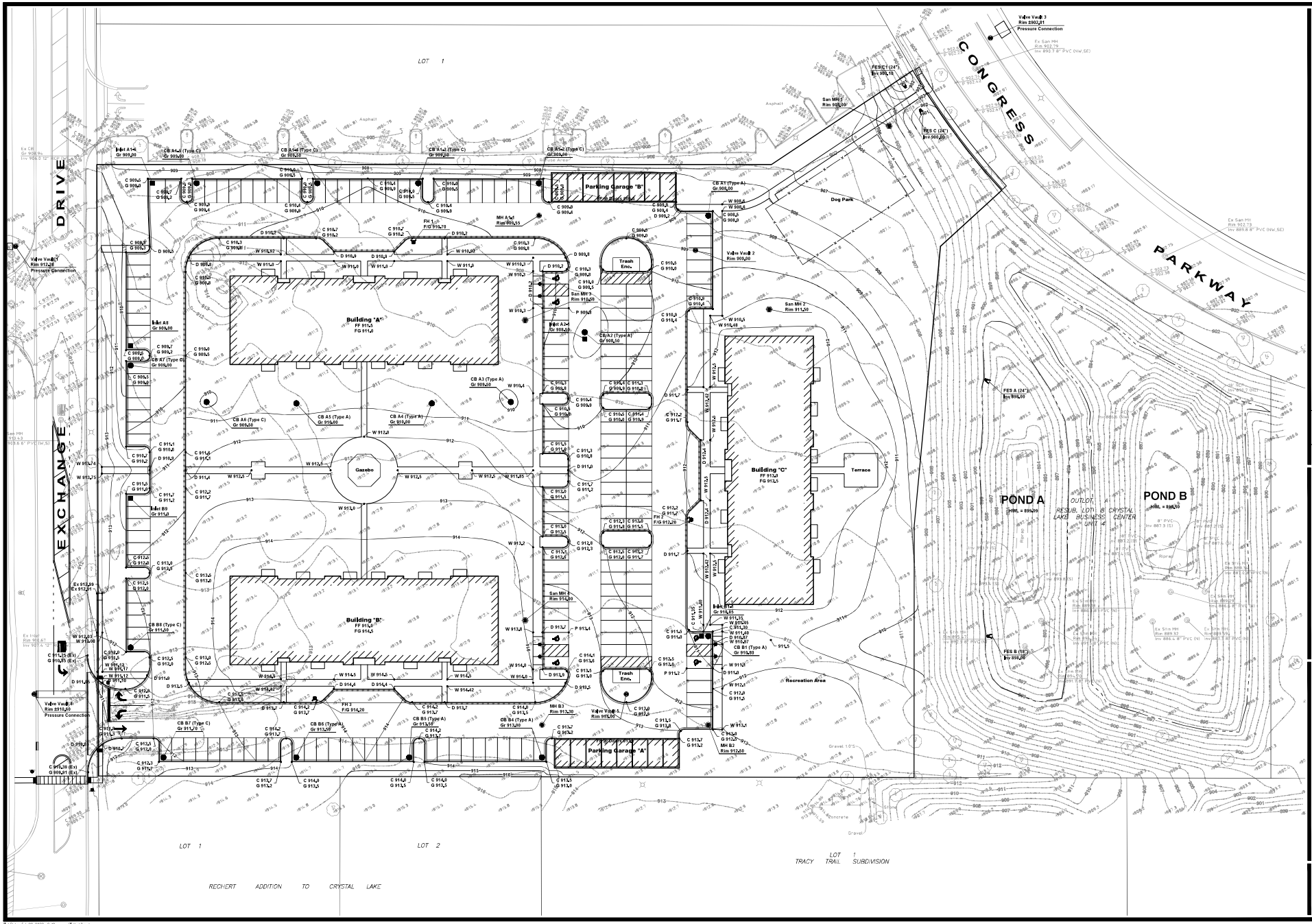
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GEOMETRY, PAVING STRIPING, & SIGNAGE PLAN
SITE IMPROVEMENT PLANS
551 CONGRESS PARKWAY
CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Project Manager:	D J V
Engineer:	D J V
Date:	02/22/2022
Project No.	21-215
Sheet	C4.0 / C7

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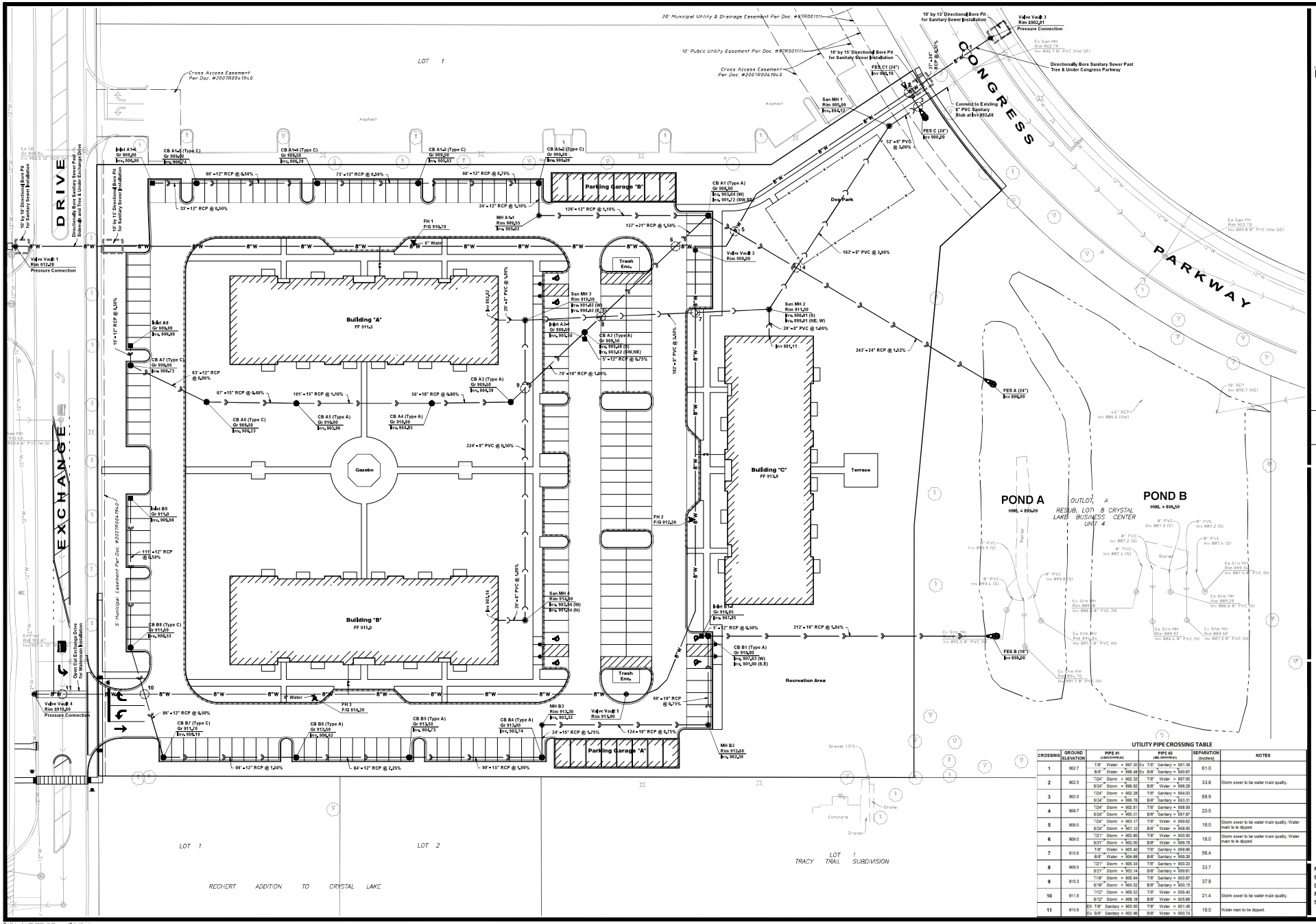
GRADING PLAN

SITE IMPROVEMENT PLANS
551 CONGRESS PARKWAY
CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Project Manager:	D J V
Engineer:	D J V
Date:	02/22/2022
Project No.	21-215
Sheet	C5.0 / C7

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Plot Date: Feb 22, 2022 - 8:40am Plotted By: dvane
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NORTH
Scale: 1" = 30'
CONGRESS PARKWAY
DRIVE
EXCHANGE
Building "A"
FF 911.5
Building "B"
FF 915.0
Building "C"
FF 913.0
Parking Garage "B"
Parking Garage "A"
Gazebo
Trash Enc.
Terrace
Dog Park
Recreation Area
POND A
HWL = 895.10
POND B
HWL = 896.50
OUTLOT A
RESUB. LOT 8 CRYSTAL LAKE BUSINESS CENTER UNIT 4
LOT 1
LOT 2
RECHERT ADDITION TO CRYSTAL LAKE
LOT 1
TRACY TRAIL SUBDIVISION
Cross Access Easement Per Doc. #2007R0061940
20' Municipal Utility & Drainage Easement Per Doc. #97R061111
10' Public Utility Easement Per Doc. #97R061111
5' Municipal Easement Per Doc. #2007R0061940
Asphalt
Concrete
Gravel
Stone
Valve Vault 1 Rim 912.28 Pressure Connection
Valve Vault 2 Rim 905.00
Valve Vault 3 Rim ±907.91 Pressure Connection
Valve Vault 4 Rim ±910.00 Pressure Connection
Valve Vault 5 Rim 913.00
FH 1 F/G 910.70
FH 2 F/G 912.20
FH 3 F/G 914.20
San MH 1 Rim 905.00 Inv. 894.12
San MH 2 Rim 911.20 Inv. 900.01 (S) Inv. 899.91 (NE, W) Inv. 901.11
San MH 3 Rim 910.50 Inv. 905.62 (W) Inv. 899.92 (S, E)
San MH 4 Rim 911.00 Inv. 903.64 (W) Inv. 901.04 (N)
MH A1 Gr 905.55 Inv. 895.03
MH B2 Rim 912.60 Inv. 907.20
MH B3 Rim 913.30 Inv. 903.32
Inlet A1 Gr 905.00 Inv. 896.10
Inlet A2 Gr 905.00 Inv. 900.10
Inlet A3 Gr 905.00 Inv. 900.22
Inlet A4 Gr 905.00 Inv. 900.14
Inlet A5 Gr 905.00 Inv. 900.15
Inlet A6 Gr 905.00 Inv. 900.16
Inlet A7 Gr 905.00 Inv. 900.17
Inlet A8 Gr 909.00 Inv. 899.30
Inlet B1 Gr 915.00 Inv. 907.55
Inlet B2 Gr 915.00 Inv. 907.45
Inlet B3 Gr 915.00 Inv. 900.68
CB A1-1 (Type C) Gr 905.00 Inv. 896.24
CB A1-2 (Type C) Gr 905.00 Inv. 896.29
CB A1-3 (Type C) Gr 905.00 Inv. 896.32
CB A1-4 (Type C) Gr 905.00 Inv. 896.29
CB A1 (Type A) Gr 905.00 Inv. 903.44 (W) Inv. 901.72 (SW, SE)
CB A2 (Type A) Gr 905.00 Inv. 900.28 (S) Inv. 900.28 (SW, NE)
CB A3 (Type A) Gr 905.00 Inv. 900.30
CB A4 (Type A) Gr 910.00 Inv. 904.25
CB A5 (Type A) Gr 910.00 Inv. 905.26
CB A6 (Type C) Gr 905.00 Inv. 900.23
CB A7 (Type C) Gr 905.00 Inv. 900.73
CB B1 (Type A) Gr 915.00 Inv. 907.33 (W) Inv. 901.30 (S, E)
CB B4 (Type A) Gr 913.00 Inv. 903.74
CB B5 (Type A) Gr 913.50 Inv. 904.73
CB B6 (Type C) Gr 911.20 Inv. 900.53
CB B7 (Type C) Gr 911.20 Inv. 905.19
CB Type A Gr 913.00 Inv. 900.62
FES A (24") Inv 896.00
FES B (18") Inv 899.00
FES C (24") Inv 900.10
Ex San MH Rim 912.78 Inv 893.78 8" PVC (NW,SE)
Ex San MH Rim 912.73 Inv 889.8 8" PVC (NW,SE)
Ex CB Gr 908.94 Inv 900.3 12" (NW)
Ex Manhole Rim 916.67 Inv 907.4 12"
Ex Storm MH Rim 889.34 Inv 887.2 8" PVC (N)
Ex Storm MH Rim 889.29 Inv 886.6 8" PVC (N)
Ex Storm MH Rim 889.32 Inv 886.6 8" PVC (N)
Ex Storm MH Rim 889.59 Inv 887.3 8" PVC (N)
Ex Storm MH Rim 891.70 Inv 891.7 8" PVC (N)
Ex Storm MH Rim 889.08 Inv 886.7 8" PVC (N)
Ex Storm MH Rim 891.90 Inv 892.5 8" PVC (N)
Directionally Bore Sanitary Sewer Past Tree & Under Congress Parkway
Connect to Existing 8" PVC Sanitary Stub at Inv 892.66
10' by 15' Directional Bore Pit for Sanitary Sewer Installation
Open Cut Exchange Drive for Watermain Installation
Trench Backfill Per Detail
Temporary Asphalt Pavement Per Detail
Proposed Curb & Gutter Per Detail
Proposed Sidewalk Per Detail
Proposed Asphalt Pavement Per Detail
Proposed Concrete Pavement Per Detail
Proposed Concrete Curb & Gutter Per Detail
Proposed Concrete Sidewalk Per Detail
Proposed Concrete Pavement Per Detail
Proposed Asphalt

551 CONGRESS PARKWAY
STORMWATER POLLUTION PREVENTION PLAN
SECTION 4 TOWNSHIP 43 NORTH RANGE 8 EAST
CRYSTAL LAKE, ILLINOIS
MCHENRY COUNTY

OWNER / DEVELOPER:
Paul Swanson Associates, Inc.
401 E Prospect Ave, Suite 201
Mount Prospect, Illinois 60056
Tel: (847) 670-6710

PREPARED BY:
Haeger Engineering LLC
Illinois Prof. Design Firm #184-003152
100 E. State Parkway, Schaumburg, IL 60173
Tel: (847) 394-9600
Fax: (847) 394-6608
www.haegerengineering.com

CITY OF CRYSTAL LAKE:
100 W. Woodstock Street
Crystal Lake, IL 60014
Tel: (815) 459-2020



LOCATION MAP
Not To Scale

BENCHMARKS:

Site Benchmarks:

Cut Cross on curb located in parking lot Northeast corner of property & Southeast of Congress Parkway.
Elevation = 906.46

Cut Cross on curb East side of Exchange Drive & South of Station Drive.
Elevation = 913.78

INDEX TO STORM WATER POLLUTION PREVENTION PLAN SHEETS

NO.	DESCRIPTION
EC1.0	SWPPP TITLE SHEET
EC2.0	SWPPP GENERAL NOTES & SPECIFICATIONS
EC3.0	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
EC4.0	SWPPP DETAILS

LEGEND

Existing Symbol	Description	Proposed Symbol
	Storm Sewer Manhole	
	Catch Basin	
	Inlet	
	Flared End Section	
	Headwall	
	Area Drain	
	Sanitary Sewer Manhole	
C.O.	Clean Out	C.O.
	Storm Sewer	
	Storm Sewer Service	
	Perforated Underdrain	
	Sanitary Sewer	
	Sanitary Sewer Service	
	Combined Sewer	
FM	Force Main	FM
W	Water Main	W
	Water Main Service	
	Fire Hydrant	
	Valve Vault	
	Valve Box	
	BJBox	
	Well Head	
	Light Pole	
	Light Pole With Mast Arm	
	Traffic Signal	
	Traffic Signal With Mast Arm	
	Hand Hole	
	Fence	
	Guardrail	
	Pipe Bollard	
	Sign	
	Gas Valve	
G	Gas Line	G
E	Electric Line	E
OHW	Overhead Utility Line	OHW
FO	Fiber Optic Line	FO
	Electrical Pedestal	
	Electric Manhole	
	Guy Wire	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
T	Telephone Line	T
CATV	Cable TV Line	CATV
	Cable TV Pedestal	
	Flagpole	
	Mailbox	
	Handicapped Parking Stall	
X	Number of Parking Stalls	X
	Curb & Gutter	
	Reverse Pitch Curb & Gutter	
	Depressed Curb	
	Retaining Wall	
C XXX.XX	Curb Elevation and	C XXX.XX
G/P XXX.XX	Gutter/Pavement Elevation	G XXX.XX
XXX.XX	Pavement Elevation	P XXX.XX
XXX.XX	Sidewalk Elevation	W XXX.XX
XXX.X +	Ground Elevation	XXX.X
T/W XXX.XX	Top of Wall Elevation	TW XXX.XX
B/W XXX.XX	Bottom of Wall Elevation	BW XXX.XX
Gr XXX.XX	Open Lid Frame & Grate	Gr XXX.XX
Rim XXX.XX	Closed Lid Frame & Lid	Rim XXX.XX
FG XXX.XX	Finish Grade	FG XXX.XX
GF XXX.XX	Garage Floor	GF XXX.XX
TF XXX.XX	Top of Foundation	TF XXX.XX
	Swale	
	Hardscape Flow	
	Softscape Flow	
XXX	Contour Line	XXX
	Wetland	
	Wetland Buffer	
	Normal Water Level	
	High Water Level	
	Flood Plain	
	Flood Way	
	Deciduous Tree	
	Coniferous Tree	
	Bush	
	Brushline	
B-1	Soil Boring	B-1
	Over Land Flow Route	

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TITLE SHEET

SITE IMPROVEMENT PLANS
551 CONGRESS PARKWAY
CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Project Manager:	D J V
Engineer:	D J V
Date:	02/22/2022
Project No.	21-215
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STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

SITE IMPROVEMENT PLANS

551 CONGRESS PARKWAY

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ENGINEERING REPORT

Contents:

	Drainage Narrative
Appendix A	City of Crystal Lake Flowcharts
Appendix B	Maps of the Project Area
Appendix C	Drainage Exhibits
Appendix D	Stormwater Calculations
Appendix E	2007 Final Plat of Crystal Lake Medical Pavilion
Appendix F	1996 Crystal Lake Business Center Plans & Calculations

Project:
551 Congress Parkway
Site Improvements

Location:
551 Congress Parkway
Crystal Lake, Illinois

Prepared For:
Paul Swanson Associates, Inc.
401 E Prospect Ave, Suite 201
Mount Prospect, Illinois 60056

Date:
February 22, 2022

LICENSED PROFESSIONAL ENGINEER
DANIEL J. VANEK
062-072032
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EXP. 02-28-22

Prepared By:
Daniel Vanek, PE

Haeger Project No.:
21-215



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INTRODUCTION

The 551 Congress Parkway Site Improvements project is proposed at 551 Congress Parkway in Crystal Lake, McHenry County, Illinois. The subject site is proposed to be re-graded to construct three apartment buildings with related site improvements. The development area's Property Index Number is 19-04-427-009. The legal description is as follows:

Legal Description

LOT 2 IN CRYSTAL LAKE MEDICAL PAVILION, BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JUNE 18, 2007 AS DOCUMENT 2007R041940, IN MCHENRY COUNTY, ILLINOIS.

Permits

The developer has applied for or is currently applying for the following permits.

- City of Crystal Lake (CoCL)
  - See the Crystal Lake permitting flowcharts in *Appendix A*
- Illinois Environmental Protection Agency (IEPA) Notice of Intent (NOI) General Permit to Discharge Storm Water from Construction Site Activities
- Illinois Environmental Protection Agency (IEPA) Sanitary and Watermain Permits
- Illinois Department of Natural Resources (IDNR), Consultation Agency Action Report to Identify Endangered/Threatened Species or Natural Resources (EcoCAT)
- Illinois Historic Preservation Agency (IHPA) Project Review

EXISTING CONDITIONS

Surrounding Area Description

To the north is Advocate Good Shepherd Outpatient Center & Immediate Care. To the east is the subdivision stormwater management pond and Congress Parkway. To the south is NAPA Auto Parts and Harvest Bible Chapel. To the west is Exchange Drive. There are no upstream areas that drain to the site.

Maps of the Project Area

Aerial, NRCS Soils, FEMA, USGS, Hydrologic Atlas, NWI Wetland, and Zoning exhibits are included in *Appendix B*. Per the FEMA Exhibit, no floodway or floodplain areas are located on the site. Per the Wetland Exhibit, no wetlands are located on the site.

Site History

Prior to development in 1996, the site was part of a farm. In 1996, the site was part of the Crystal Lake Business Center subdivision. The subdivision created subdivision stormwater management ponds Pond A and Pond B. The subject site has detention storage provided for up to 60% impervious area coverage. The 1996 design had the site's area split with 6.06 acres tributary to Pond A and the remaining area tributary to Pond B.

Existing Drainage

The 6.613-acre site was surveyed in 2021, and the survey points and contours were analyzed to determine the current drainage patterns. The site is mostly pervious with only 0.033 acres of impervious area coming from the sidewalk along Exchange Drive.

Existing drainage patterns:

- 0.387 acres flows to the west to Exchange Drive
- 4.661 acres flows to the north to Lot 1. This stormwater is then directed to Pond B via Lot 1 storm sewer and the swale along Congress Parkway
- 1.221 acres flows to the northeast and then flows to Pond B via the swale along Congress Parkway
- 0.384 acres flows to the east to Pond A

PROPOSED CONDITIONS

Proposed Site Plan

The developer is proposing to construct three apartment buildings with related site improvements. The related improvements consist of parking features, utilities (water, storm, sanitary, etc.), and mass grading. Each building has 7 one-bedroom units and 24 two-bedroom units. For these proposed units, a total of 199 parking spaces are required with 6 spaces being accessible spaces. The spaces area located along a ring road within the site around Building A & Building B. Two parking garages are proposed, each with 8 spaces. A full entrance is proposed onto Exchange Drive in the southwest corner of the site. Work within the Exchange Drive ROW consists of removing and adding some sidewalk, constructing a new entrance, regrading, and restriping. A sidewalk connection is proposed to Congress Parkway. For further information concerning the site plan, please see the Site Improvement Plans.

Storm Sewer Design

Stormwater is transported to the ponds via sheet flow and 100-year storm sewer from throughout the site. Overland flow routes direct stormwater to the subdivision pond for large storm events or in the situation that a component has become clogged. The system only accepts stormwater from the project site. Detailed storm sewer calculations and a storm sewer tributary area exhibit are included in *Appendix D*.

Proposed Detention Storage

The site has detention storage already provided for up to 60% impervious area coverage per the 1996 Crystal Lake Business Center subdivision calculations. The proposed site plan is 50.20% impervious area, which is less than the 60% allowable.

The 1996 design had 6.06 acres of the site tributary to Pond A, with the rest tributary to Pond B. The proposed grading & utility plans has 5.696 acres tributary to Pond A, with the rest tributary to Pond B. This is within 6% of the design tributary area.

551 CONGRESS PARKWAY

ENGINEERING REPORT



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APPENDIX B

MAPS OF THE PROJECT AREA

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NORTH

0 200

Scale: 1" = 200'

AERIAL EXHIBIT

551 CONGRESS PARKWAY SITE IMPROVEMENTS

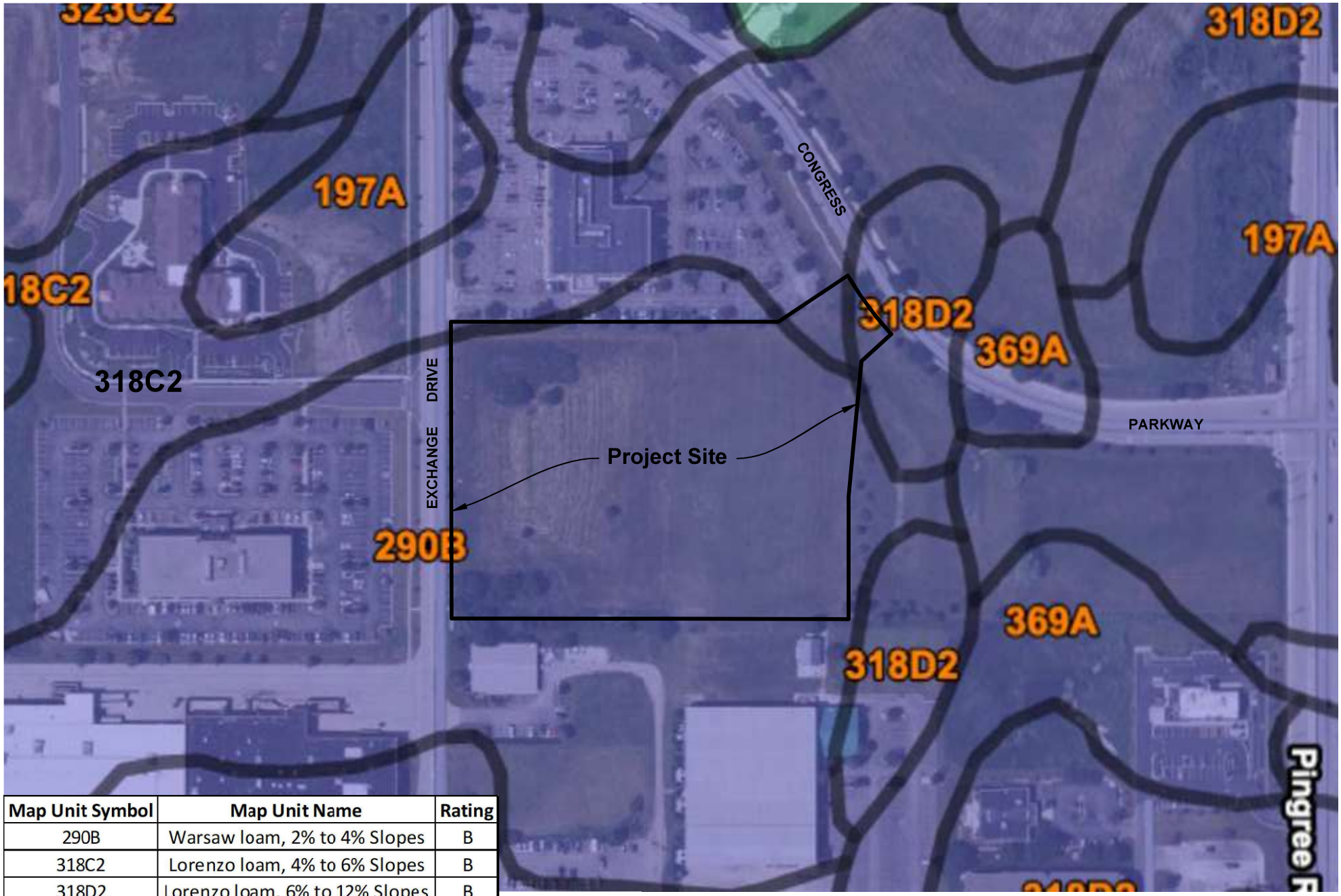
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Map Unit Symbol	Map Unit Name	Rating
290B	Warsaw loam, 2% to 4% Slopes	B
318C2	Lorenzo loam, 4% to 6% Slopes	B
318D2	Lorenzo loam, 6% to 12% Slopes	B

NORTH

0 200

Scale: 1" = 200'

NRCS EXHIBIT

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NORTH

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FEMA EXHIBIT

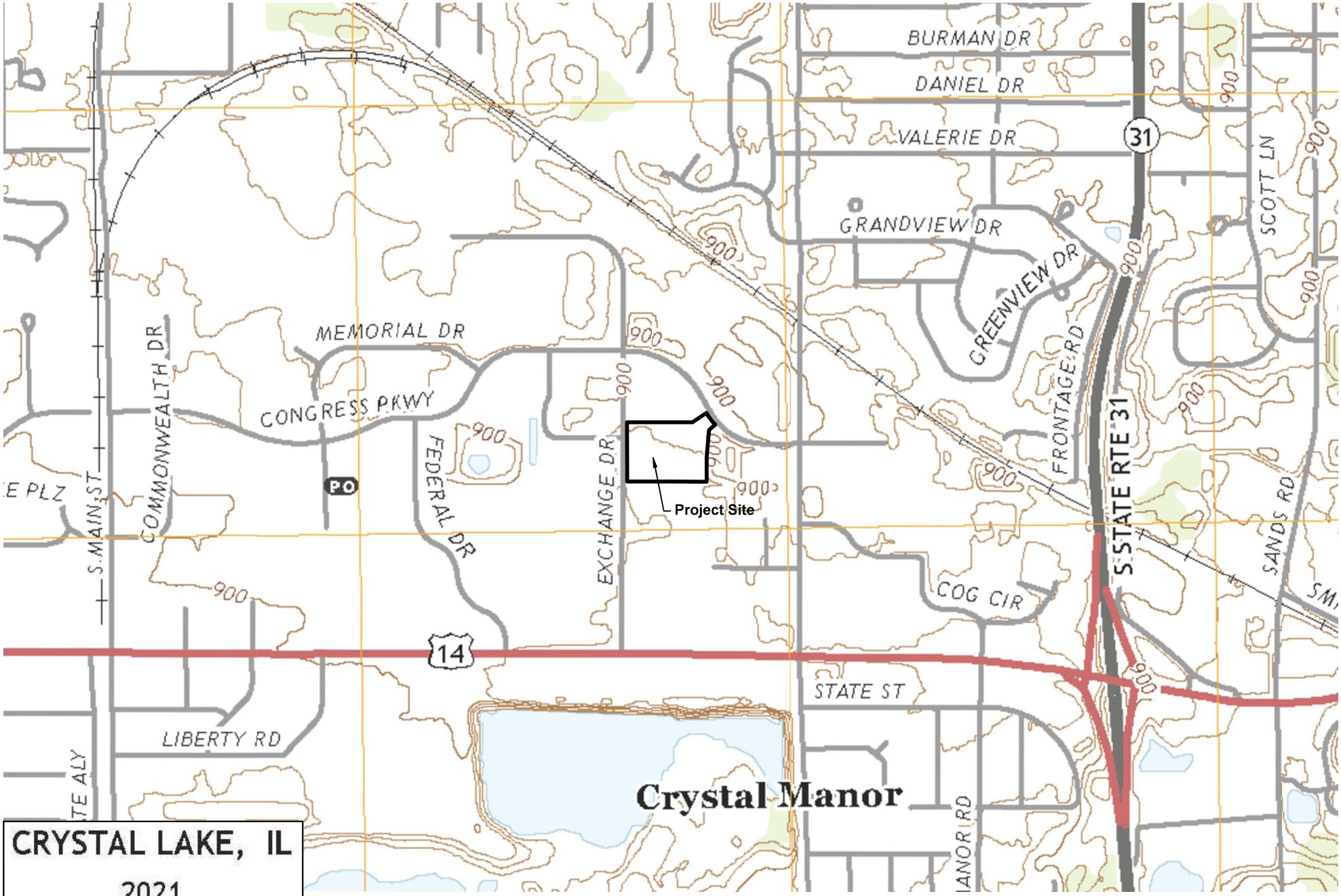
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NORTH

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USGS EXHIBIT

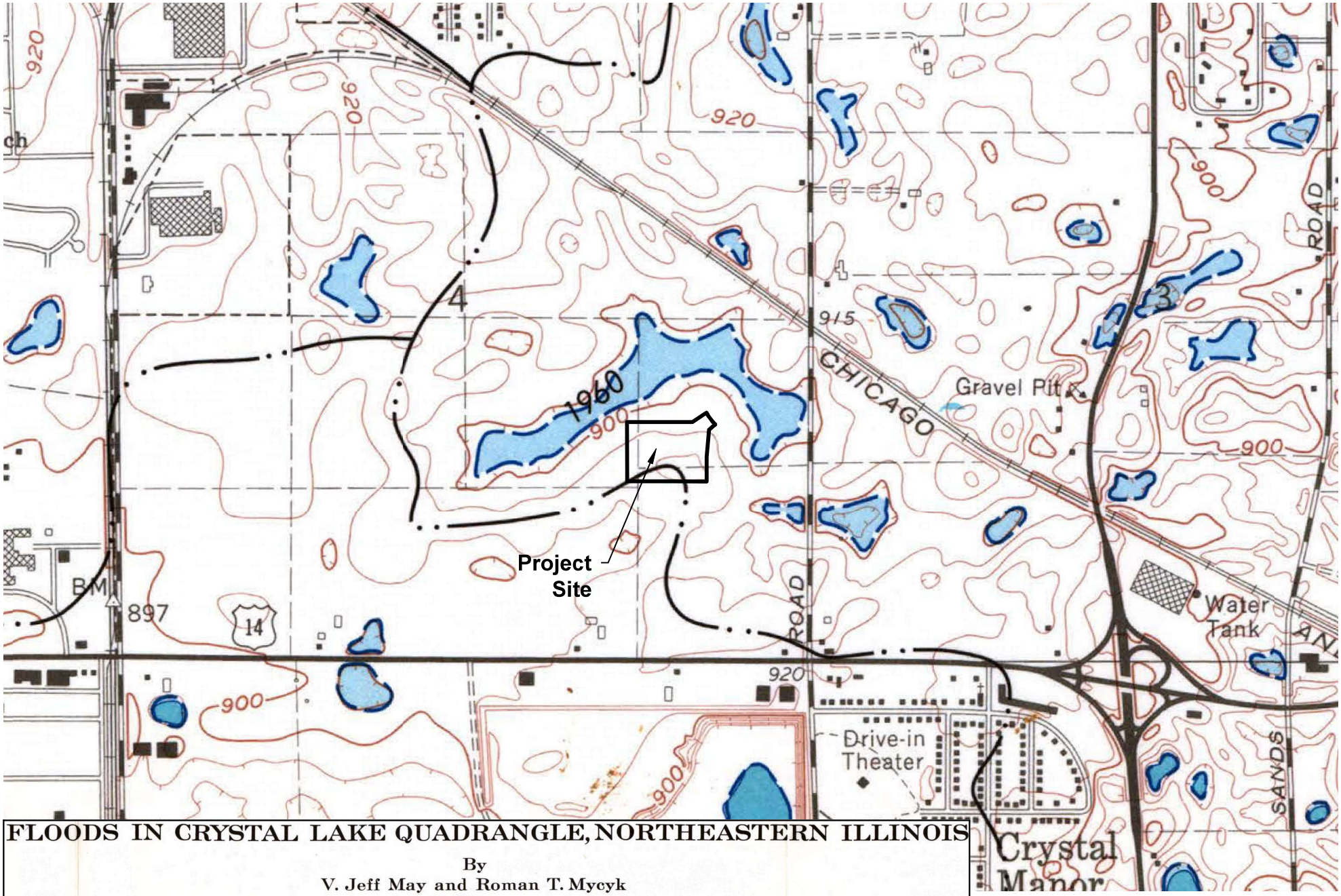
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NORTH

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HYDROLOGIC ATLAS EXHIBIT

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NWI WETLAND EXHIBIT

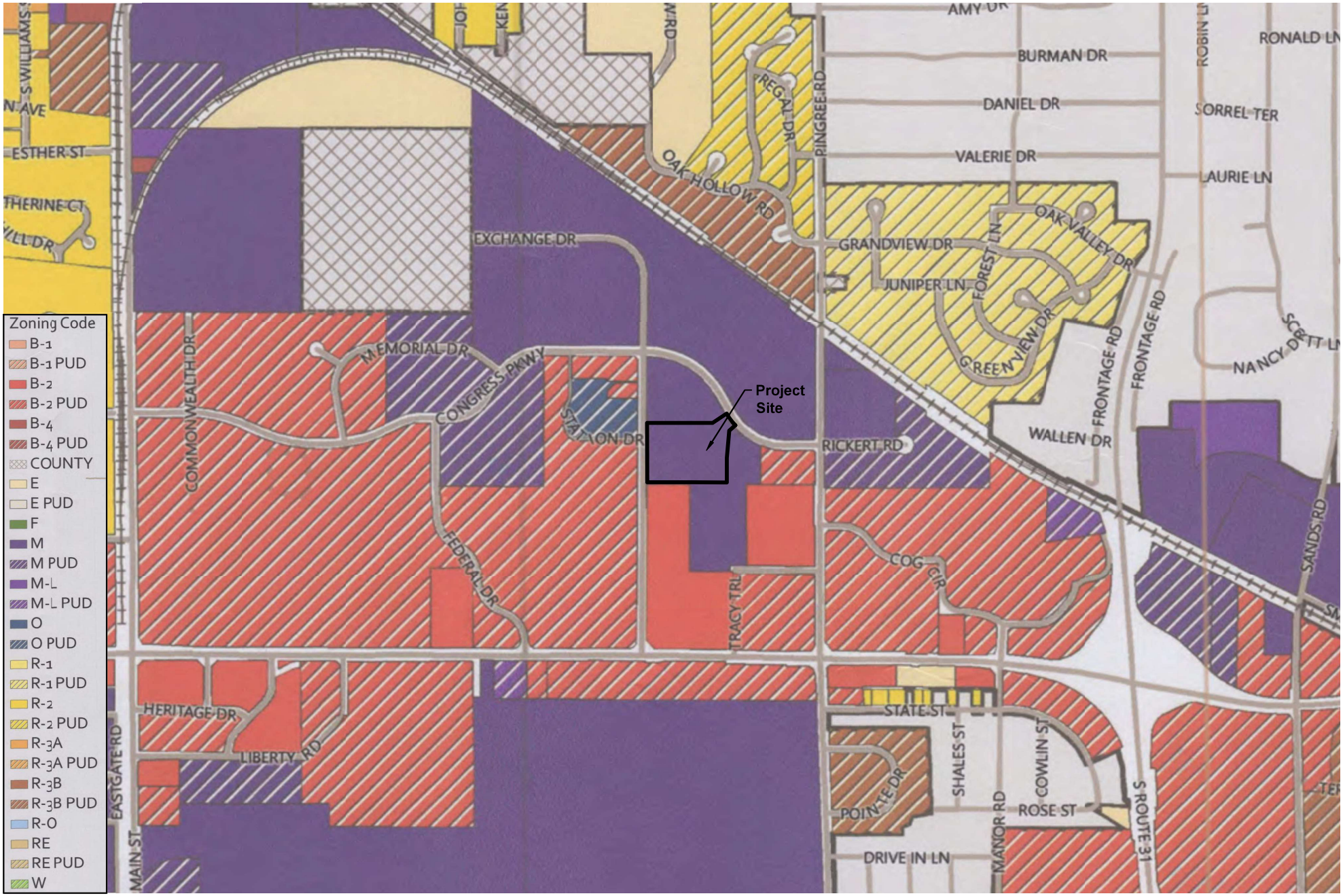
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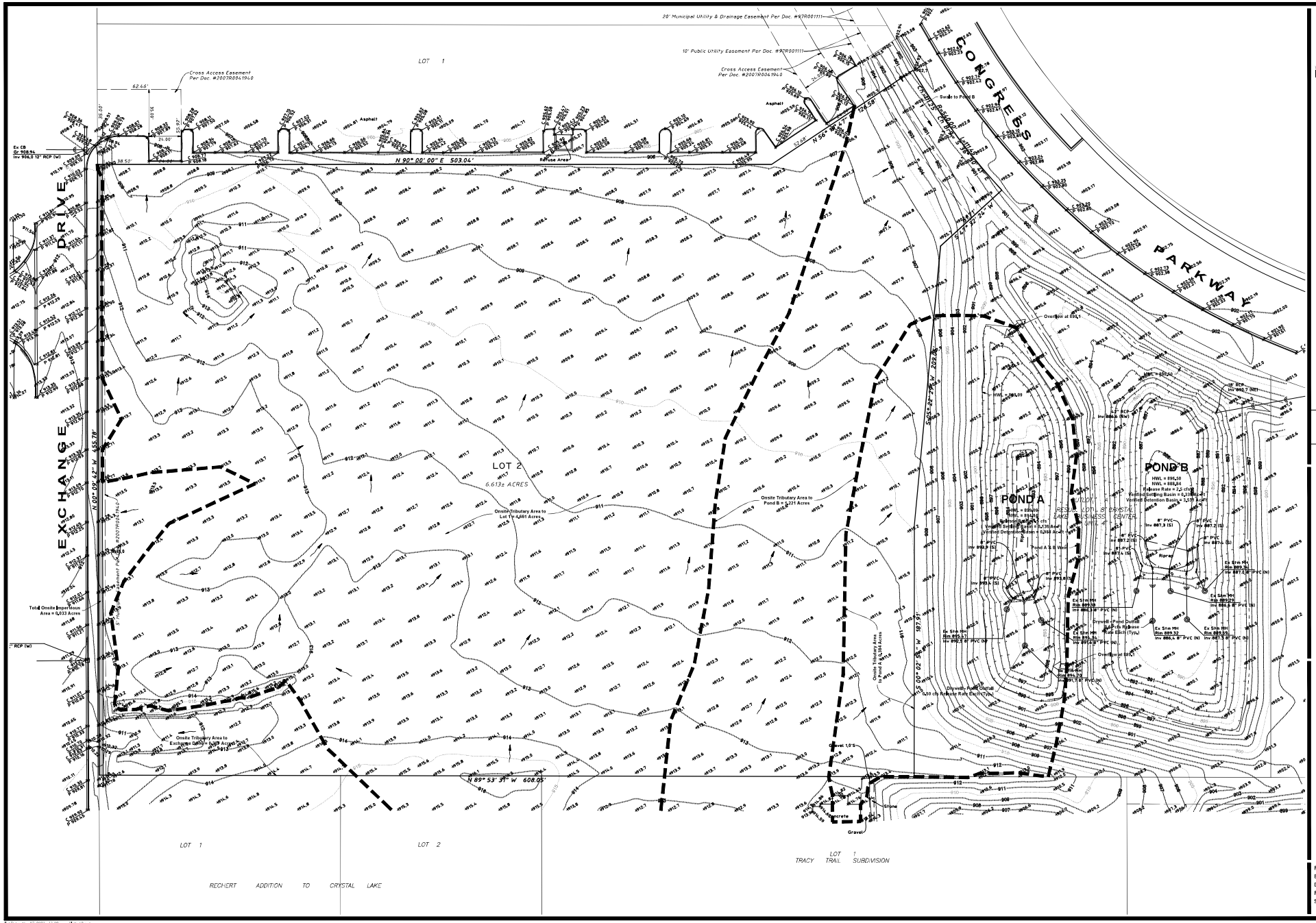
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APPENDIX C

DRAINAGE EXHIBITS

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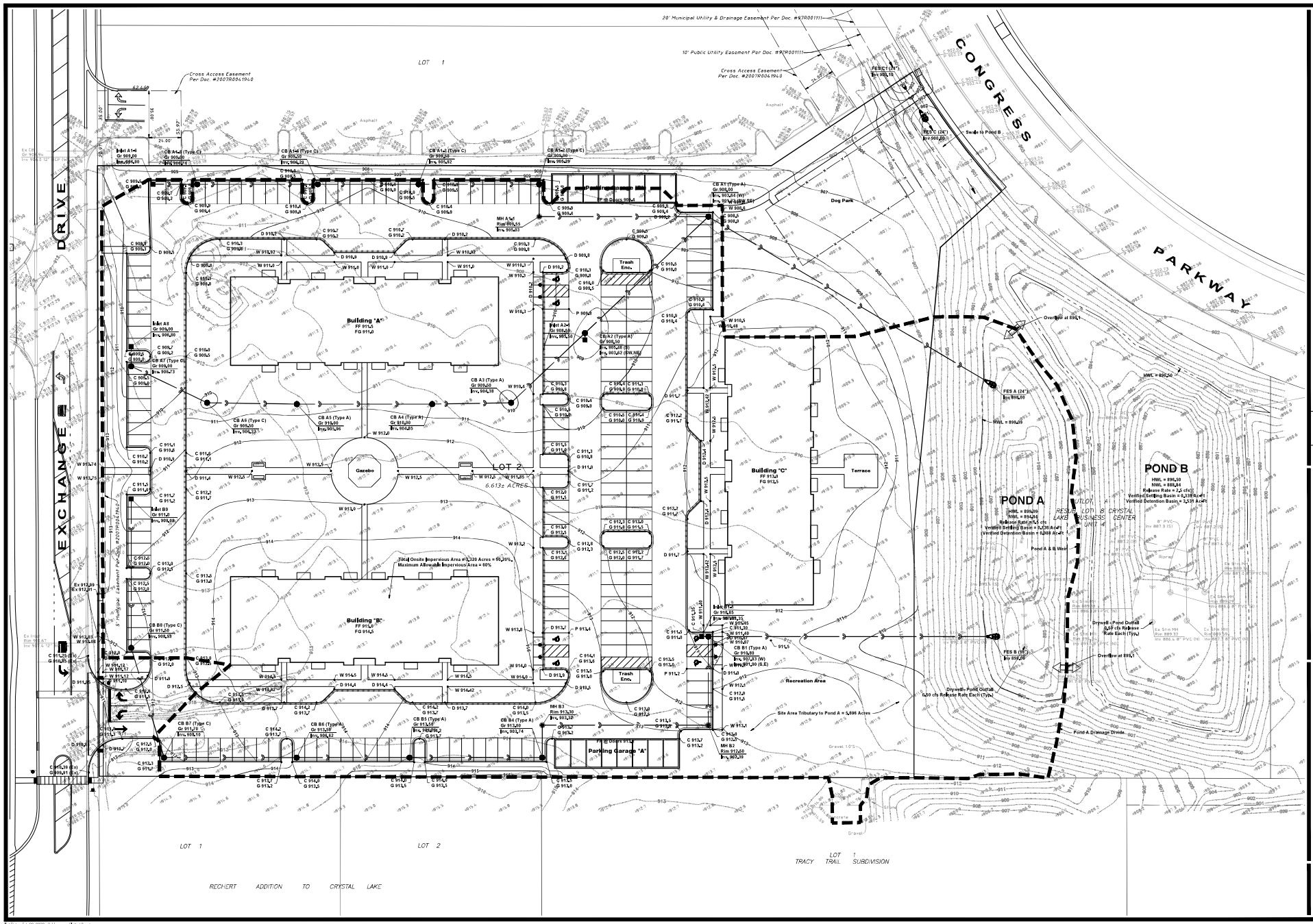
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PROPOSED CONDITIONS DRAINAGE EXHIBIT

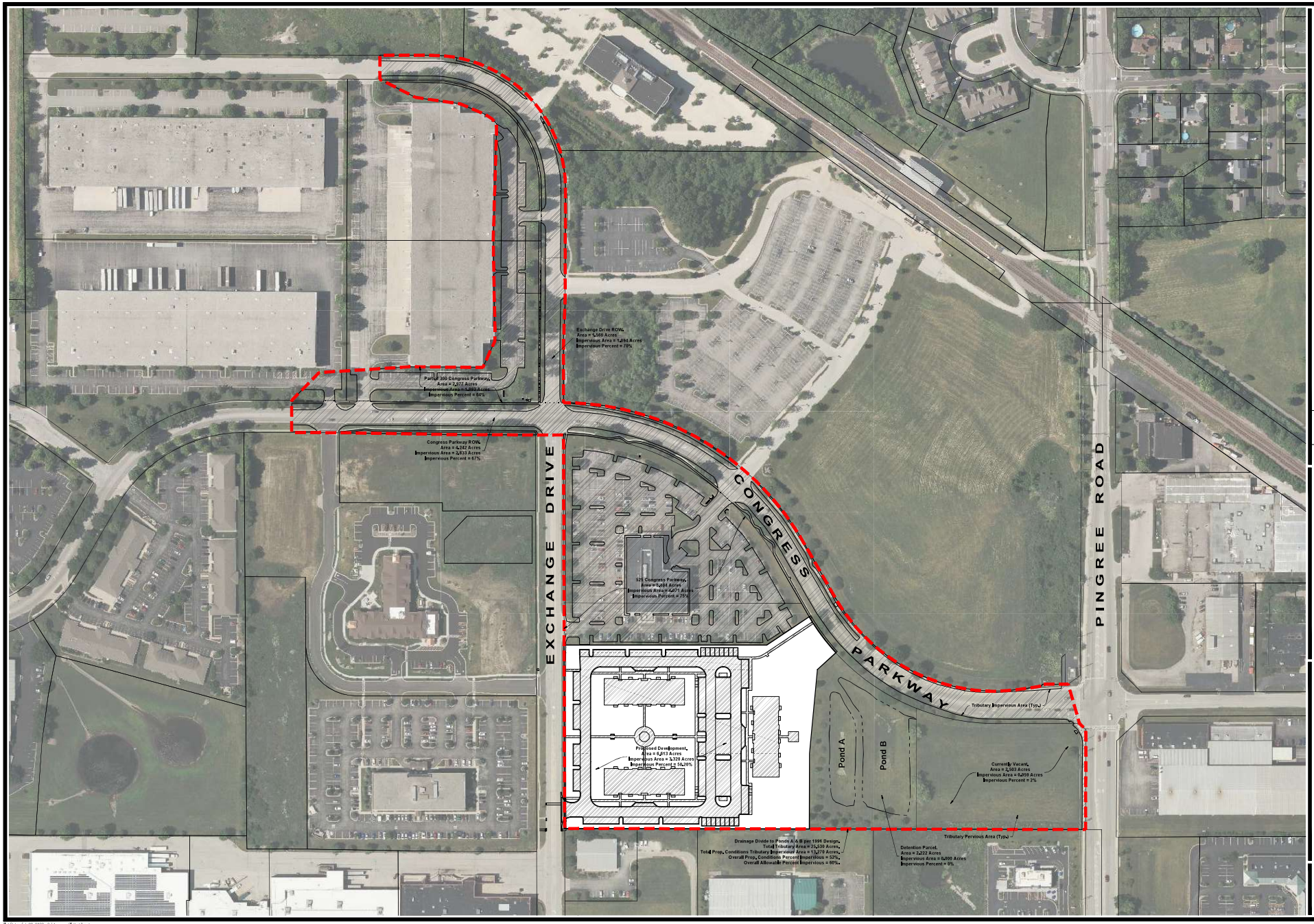
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PROPOSED CONDITIONS POND TRIB. AREA COVERAGE EXHIBIT

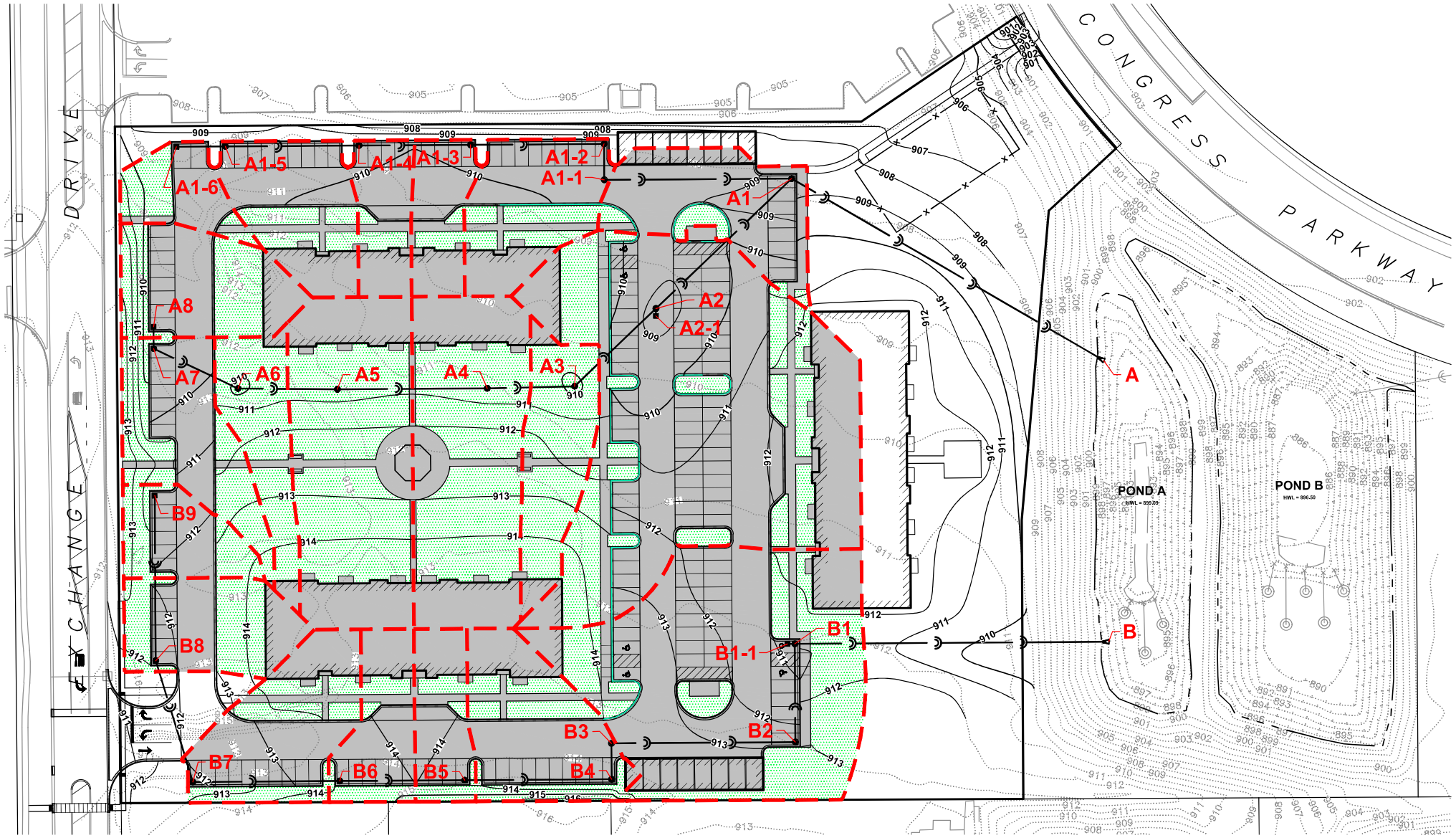
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Plot Date: Feb 22, 2022 - 9:14am Plotted By: dvane
File Name: P:\2021\21215\Drawings\Details\21215_Proposed Drainage Exhibit.dwg



NORTH

0 60

Scale: 1" = 60'

No.	Date	Revision

STORM SEWER TRIBUTARY AREA EXHIBIT

SITE IMPROVEMENTS
551 CONGRESS PARKWAY
CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152 www.HaegerEngineering.com

Project Manager:	D J V
Engineer:	D J V
Date:	02/22/2022
Project No.	21-215
Sheet	1 / 1

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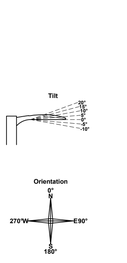
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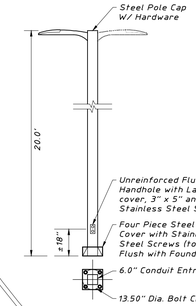
Schedule								
Symbol	Label	Quantity	Manufacturer	Catalog Number	Lamp	Lumens	LLF	Wattage
✖	A	20	Sternberg Lighting	G14LED- 1L40TS-MDL060	LED	Absolute	1.0	25.8
⊕	B	8	Lithonia Lighting	DSX1 LED P2 30K T3M MVOLT	LED	Absolute	1.0	70
⊕	C	11	Lithonia Lighting	DSX1 LED P2 30K T3M MVOLT HS	LED	Absolute	1.0	70
⊕	D	1	Lithonia Lighting	DSX1 LED P2 30K T4M MVOLT	LED	Absolute	1.0	70

Statistics (Calculated 5 ft Above Finished Grade)					
Description	Avg (fc)	Max (fc)	Min (fc)	Max/Min	Avg/Min
Calculation Zone - 50' Beyond Property Line	0.4	5.3	0.0	N/A	N/A
Statistical Zone - Property Line	1.4	5.3	0.1	53:1	14:1
Statistical Zone - Pavement	0.5	5.3	0.0	N/A	N/A

Luminaires			
Label	Mounting Height	Orientation	Tilt
A1	10.0'	0°	0°
A2	10.0'	0°	0°
A3	10.0'	0°	0°
A4	10.0'	0°	0°
A5	10.0'	0°	0°
A6	10.0'	0°	0°
A7	10.0'	0°	0°
A8	10.0'	0°	0°
A9	10.0'	0°	0°
A10	10.0'	0°	0°
A11	10.0'	0°	0°
A12	10.0'	0°	0°
A13	10.0'	0°	0°
A14	10.0'	0°	0°
A15	10.0'	0°	0°
A16	10.0'	0°	0°
A17	10.0'	0°	0°
A18	10.0'	0°	0°
A19	10.0'	0°	0°
A20	10.0'	0°	0°

Luminaires			
Label	Mounting Height	Orientation	Tilt
B1	20.0'	270°	5°
B2	20.0'	90°	5°
B3	20.0'	270°	5°
B4	20.0'	90°	5°
B5	20.0'	270°	5°
B6	20.0'	90°	5°
B7	20.0'	270°	5°
B8	20.0'	90°	5°
C1	20.0'	180°	5°
C2	20.0'	180°	5°
C3	20.0'	180°	5°
C4	20.0'	180°	5°
C5	20.0'	90°	5°
C6	20.0'	90°	5°
C7	20.0'	90°	5°
C8	20.0'	90°	5°
C9	20.0'	0°	5°
C10	20.0'	0°	5°
C11	20.0'	0°	5°
D1	20.0'	0°	0°





LIGHT POLE DETAIL
Not to Scale



D-Series Size 1
LED Area Luminaire

Specifications

EPA:	1.0 ft²
Length:	33"
Width:	13"
Height H1:	7.125"
Height H2:	3.13"
Weight (max):	27 lbs

Introduction
The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement that enhances any setting in which it is environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for general, task, and ambient lighting in pedestrian and area lighting applications with typical energy savings of 60% and expected service life of over 100,000 hours.

Ordering Information
EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED							
Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	Forward optics P1 P4 P7 P10 P2 P5 P8 P3 P6 P9 Rotated optics P12 P14 P16 P13 P15 P17	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short T2S Type II short T2M Type II medium T3M Type III medium T3L Type III long T4M Type IV medium T4W Type IV medium TFTM Forward throw medium	BLC Backlight control LCCO Left corner cutoff RCCO Right corner cutoff	MVOLT 347 480 277 347 480 HVOLT (277V-480V)* 120 208 240 277 347 480	Shipped included SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adapter** RPUMBA Round pole universal mounting adapter** Shipped separately KMA8 DDBXD U Mast arm mounting bracket adapter (specify finish)**

Options		Finish	
Shipped installed NLTAIR2 nLight AIR generation 2 enabled*** PIR High/low, motion/ambient sensor **** PIRH Same as PIR except functions as a wireless control (requires a wireless control node, sold separately)**** PIRHN Same as PIR except only functions as a wireless control node (requires a wireless control node, sold separately)**** DS Dual switching **** PE Multi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc **** PBBW Multi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc, bird-safe **** PIRHTCW Multi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc **** SF Single fuse (120, 277, 347V) **** DF Double fuse (208, 240, 480V) ****	Shipped included HS House-side shield **** SF Single fuse (120, 277, 347V) **** DF Double fuse (208, 240, 480V) **** L90 Left mounted arm **** R90 Right mounted arm **** BS 60° C ambient operation EGS External glare shield Shipped separately BSW Bird spike **** SGS Sconce guard (steel)	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white	

Performance Data

Lumen Output
Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerance allowed by Lighting Facts Contact factory for performance data on any configurations not shown here.

Performance
Drive Current (mA)
Power System (W)
Distribution
Voltage
Lumens
BUG Rating
Efficacy (LPW)

Drive Current (mA)	Power System (W)	Distribution	Voltage	Lumens	BUG Rating	Efficacy (LPW)
525	P1	T1S	120	4,477	B1 U0 G1	124
		T2S		4,477	B1 U0 G1	124
		T2M		4,464	B1 U0 G1	124
		T3M		4,464	B1 U0 G1	124
		T3L		4,464	B1 U0 G1	124
		T4M		4,464	B1 U0 G1	124
		T4W		4,464	B1 U0 G1	124
		TFTM		4,464	B1 U0 G1	124
		T1S	277	4,477	B1 U0 G1	124
		T2S		4,477	B1 U0 G1	124
		T2M		4,464	B1 U0 G1	124
		T3M		4,464	B1 U0 G1	124
		T3L		4,464	B1 U0 G1	124
		T4M		4,464	B1 U0 G1	124
		T4W		4,464	B1 U0 G1	124
		TFTM		4,464	B1 U0 G1	124
		T1S	347, 480	4,477	B1 U0 G1	124
		T2S		4,477	B1 U0 G1	124
		T2M		4,464	B1 U0 G1	124
		T3M		4,464	B1 U0 G1	124
		T3L		4,464	B1 U0 G1	124
		T4M		4,464	B1 U0 G1	124
		T4W		4,464	B1 U0 G1	124
		TFTM		4,464	B1 U0 G1	124
700	P2	T1S	120	6,354	B2 U0 G2	124
		T2S		6,354	B2 U0 G2	124
		T2M		6,333	B2 U0 G2	124
		T3M		6,333	B2 U0 G2	124
		T3L		6,333	B2 U0 G2	124
		T4M		6,333	B2 U0 G2	124
		T4W		6,333	B2 U0 G2	124
		TFTM		6,333	B2 U0 G2	124
		T1S	277	6,354	B2 U0 G2	124
		T2S		6,354	B2 U0 G2	124
		T2M		6,333	B2 U0 G2	124
		T3M		6,333	B2 U0 G2	124
		T3L		6,333	B2 U0 G2	124
		T4M		6,333	B2 U0 G2	124
		T4W		6,333	B2 U0 G2	124
		TFTM		6,333	B2 U0 G2	124
		T1S	347, 480	6,354	B2 U0 G2	124
		T2S		6,354	B2 U0 G2	124
		T2M		6,333	B2 U0 G2	124
		T3M		6,333	B2 U0 G2	124
		T3L		6,333	B2 U0 G2	124
		T4M		6,333	B2 U0 G2	124
		T4W		6,333	B2 U0 G2	124
		TFTM		6,333	B2 U0 G2	124
1050	P3	T1S	120	8,477	B3 U0 G3	118
		T2S		8,477	B3 U0 G3	118
		T2M		8,453	B3 U0 G3	118
		T3M		8,453	B3 U0 G3	118
		T3L		8,453	B3 U0 G3	118
		T4M		8,453	B3 U0 G3	118
		T4W		8,453	B3 U0 G3	118
		TFTM		8,453	B3 U0 G3	118
		T1S	277	8,477	B3 U0 G3	118
		T2S		8,477	B3 U0 G3	118
		T2M		8,453	B3 U0 G3	118
		T3M		8,453	B3 U0 G3	118
		T3L		8,453	B3 U0 G3	118
		T4M		8,453	B3 U0 G3	118
		T4W		8,453	B3 U0 G3	118
		TFTM		8,453	B3 U0 G3	118
		T1S	347, 480	8,477	B3 U0 G3	118
		T2S		8,477	B3 U0 G3	118
		T2M		8,453	B3 U0 G3	118
		T3M		8,453	B3 U0 G3	118
		T3L		8,453	B3 U0 G3	118
		T4M		8,453	B3 U0 G3	118
		T4W		8,453	B3 U0 G3	118
		TFTM		8,453	B3 U0 G3	118
1400	P4	T1S	120	10,477	B3 U0 G3	115
		T2S		10,477	B3 U0 G3	115
		T2M		10,444	B3 U0 G3	115
		T3M		10,444	B3 U0 G3	115
		T3L		10,444	B3 U0 G3	115
		T4M		10,444	B3 U0 G3	115
		T4W		10,444	B3 U0 G3	115
		TFTM		10,444	B3 U0 G3	115
		T1S	277	10,477	B3 U0 G3	115
		T2S		10,477	B3 U0 G3	115
		T2M		10,444	B3 U0 G3	115
		T3M		10,444	B3 U0 G3	115
		T3L		10,444	B3 U0 G3	115
		T4M		10,444	B3 U0 G3	115
		T4W		10,444	B3 U0 G3	115
		TFTM		10,444	B3 U0 G3	115
		T1S	347, 480	10,477	B3 U0 G3	115
		T2S		10,477	B3 U0 G3	115
		T2M		10,444	B3 U0 G3	115
		T3M		10,444	B3 U0 G3	115
		T3L		10,444	B3 U0 G3	115
		T4M		10,444	B3 U0 G3	115
		T4W		10,444	B3 U0 G3	115
		TFTM		10,444	B3 U0 G3	115
1750	P5	T1S	120	12,477	B4 U0 G4	112
		T2S		12,477	B4 U0 G4	112
		T2M		12,444	B4 U0 G4	112
		T3M		12,444	B4 U0 G4	112
		T3L		12,444	B4 U0 G4	112
		T4M		12,444	B4 U0 G4	112
		T4W		12,444	B4 U0 G4	112
		TFTM		12,444	B4 U0 G4	112
		T1S	277	12,477	B4 U0 G4	112
		T2S		12,477	B4 U0 G4	112
		T2M		12,444	B4 U0 G4	112
		T3M		12,444	B4 U0 G4	112
		T3L		12,444	B4 U0 G4	112
		T4M		12,444	B4 U0 G4	112
		T4W		12,444	B4 U0 G4	112
		TFTM		12,444	B4 U0 G4	112
		T1S	347, 480	12,477	B4 U0 G4	112
		T2S		12,477	B4 U0 G4	112
		T2M		12,444	B4 U0 G4	112
		T3M		12,444	B4 U0 G4	112
		T3L		12,444	B4 U0 G4	112
		T4M		12,444	B4 U0 G4	112
		T4W		12,444	B4 U0 G4	112
		TFTM		12,444	B4 U0 G4	112
2100	P6	T1S	120	14,477	B4 U0 G4	108
		T2S		14,477	B4 U0 G4	108
		T2M		14,444	B4 U0 G4	108
		T3M		14,444	B4 U0 G4	108
		T3L		14,444	B4 U0 G4	108
		T4M		14,444	B4 U0 G4	108
		T4W		14,444	B4 U0 G4	108
		TFTM		14,444	B4 U0 G4	108
		T1S	277	14,477	B4 U0 G4	108
		T2S		14,477	B4 U0 G4	108
		T2M		14,444	B4 U0 G4	108
		T3M		14,444	B4 U0 G4	108
		T3L		14,444	B4 U0 G4	108
		T4M		14,444	B4 U0 G4	108
		T4W		14,444	B4 U0 G4	108
		TFTM		14,444	B4 U0 G4	108
		T1S	347, 480	14,477	B4 U0 G4	108
		T2S		14,477	B4 U0 G4	108
		T2M		14,444	B4 U0 G4	108
		T3M		14,444	B4 U0 G4	108
		T3L		14,444	B4 U0 G4	108
		T4M		14,444	B4 U0 G4	108
		T4W		14,444	B4 U0 G4	108
		TFTM		14,444	B4 U0 G4	108
2800	P7	T1S	120	18,477	B5 U0 G5	104
		T2S		18,477	B5 U0 G5	104
		T2M		18,444	B5 U0 G5	104
		T3M		18,444	B5 U0 G5	104
		T3L		18,444	B5 U0 G5	104
		T4M		18,444	B5 U0 G5	104
		T4W		18,444	B5 U0 G5	104
		TFTM		18,444	B5 U0 G5	104
		T1S	277	18,477	B5 U0 G5	104
		T2S		18,477	B5 U0 G5	104
		T2M		18,444	B5 U0 G5	104
		T3M		18,444	B5 U0 G5	104
		T3L		18,444	B5 U0 G5	104
		T4M		18,444	B5 U0 G5	104
		T4W		18,444	B5 U0 G5	104
		TFTM		18,444	B5 U0 G5	104
		T1S	347, 480	18,477	B5 U0 G5	104
		T2S		18,477	B5 U0 G5	104
		T2M		18,444	B5 U0 G5	104
		T3M		18,444	B5 U0 G5	104
		T3L		18,444	B5 U0 G5	104
		T4M		18,444	B5 U0 G5	104
		T4W		18,444	B5 U0 G5	104
		TFTM		18,444	B5 U0 G5	104

Ordering Information

Accessories
Ordered and shipped separately.

DLL127F 1.5 JU Photocell - SSL twist-lock (120-277V)*
DLL347F 1.5 CUL JU Photocell - SSL twist-lock (347V)*
DSHORT SBK U Shorting cap
DSX1HS 30 C House-side shield for P5, P6, P7 and P10
DSX1HS 40 C House-side shield for P4
DSX1HS 50 C House-side shield for P2, P3, P11 and P12
DSX1HS 60 C House-side shield for P1
DSX1HSWM 30 C House-side shield for wall mount
DSX1DSHIELD U Glare shield

*Not available with PIR, PIRH, PIRHN, PE, PBBW, PIRHTCW, NLTAIR2 PIR, PIRH, PIRHN, DS, PER, PERH, PERS, PERH1FC3V, PERHDM, PERHDMFC3V, PERS, PERHS, PERHSFC3V, PERHSDM, PERHSDMFC3V, PERW, PERHW, PERHFC3V, PERHDMW, PERHDMFC3V, PERSW, PERHSW, PERHSFC3V, PERHSDMW, PERHSDMFC3V, PIRHTC, PIRHTCFC3V, PIRHTCDM, PIRHTCDMFC3V, PIRHTCW, PIRHTCWFC3V, PIRHTCWDM, PIRHTCWDMFC3V, PIRHTCSW, PIRHTCSWFC3V, PIRHTCSWDM, PIRHTCSWDMFC3V, PIRHTCDMW, PIRHTCDMWFC3V, PIRHTCSDMW, PIRHTCSDMW

Development Concept
THE COURTYARD AT CONGRESS STATION
551 CONGRESS PARKWAY
CRYSTAL LAKE, ILLINOIS
11/9/2021

Overall Concept

The overall Development Concept for **The Courtyard** is to provide an alternative to Home Ownership – being tied down to one place with Mortgage Payments, Real Estate Taxes, Home Upkeep and Repair etc.

Up Scale Rental Residences, such as **The Courtyard**, is a Life Style Choice; not so much built on Economics, (our residences will lease for between $1,500 a month for a 1 Bedroom/1 Bathroom residence to over $2,700 a month for our largest 2 Bedroom/2 Bathroom residence but to offer a more mobile attachment free lifestyle.

To attract this upscale clientele, we provide 4 different floor plans, which vary in size and layout, but with features found in upscale homes, such as hardwood floors in all living areas (carpet in bedrooms) ceramic tile floors and walls in bathrooms, kitchens all with designer countertops and appliances including in unit washer and dryers. All utilities are separately metered for future conversion to Condominiums.

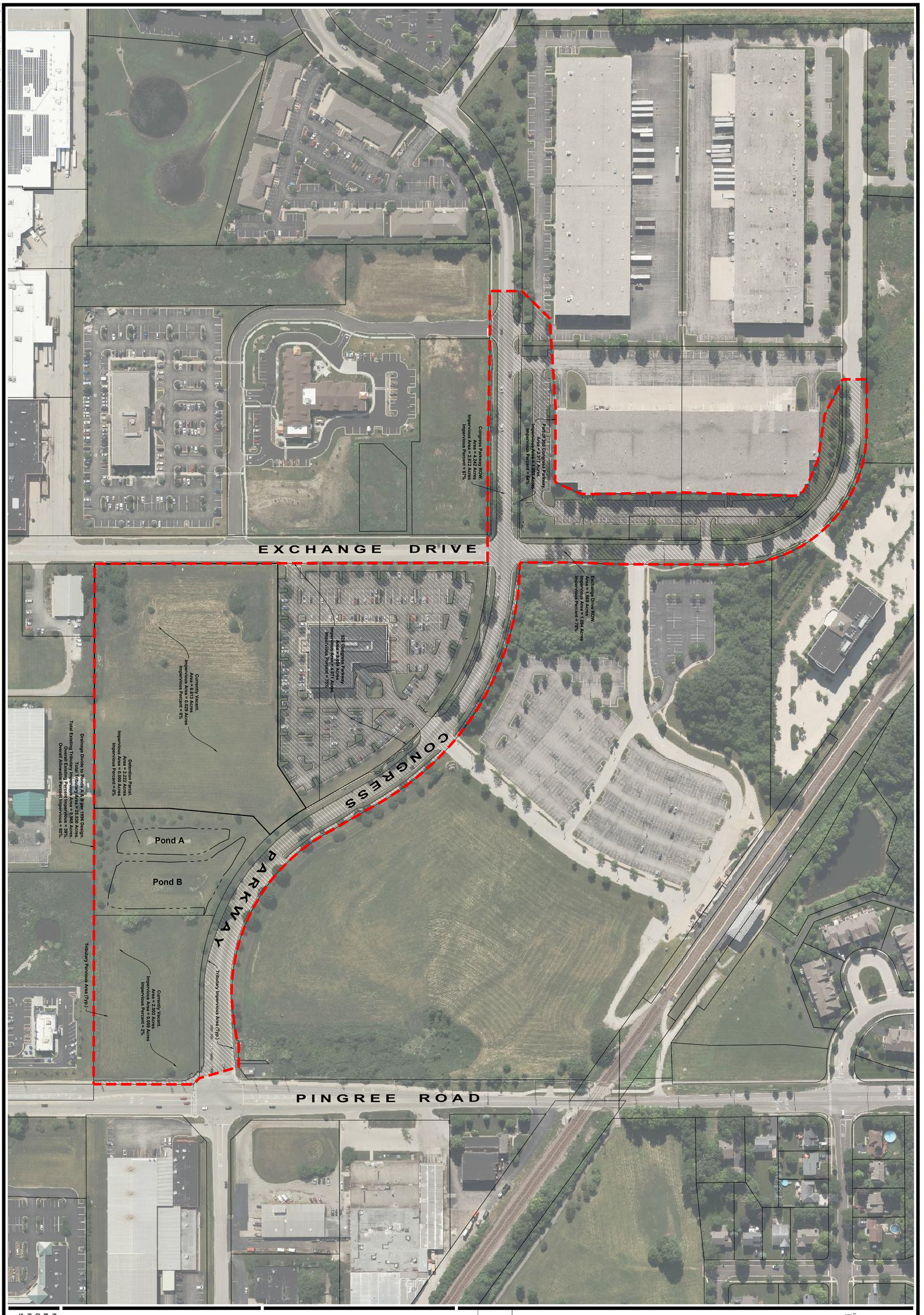
Amenities include 2 large Terraces with BBQ areas, large open space, recreational areas, bike room and tenant storage lockers. But the biggest amenity is the location, 1 block from the Metra Train Station and walking distance to many restaurants and retail shopping.

Site Specific Concept

Another plus for these Upscale Residences is the fact that there will be very few school aged children as the Residents will be economically upscale, mobile, young working professionals and older empty nesters.

Site specifically we are presenting 3 – 3 story, 31-unit buildings centered around a large courtyard all with the afore mentioned amenities. Every unit will have either a private patio or balcony while the exterior architecture is more residential in character with a variety of materials building articulation and roof lines.

All the above being said, we are excited about becoming part of the Crystal Lake Community and while looking to present an alternative lifestyle, become a good and stable part of the neighborhood.



Project Manager: D J V
Engineer: D J V
Date: 12/16/2021
Project No. 21-215
Sheet 1 of 1

EXISTING CONDITIONS POND TRIB. AREA COVERAGE EXHIBIT

551 CONGRESS PARKWAY SITE IMPROVEMENTS

CRYSTAL LAKE, ILLINOIS

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

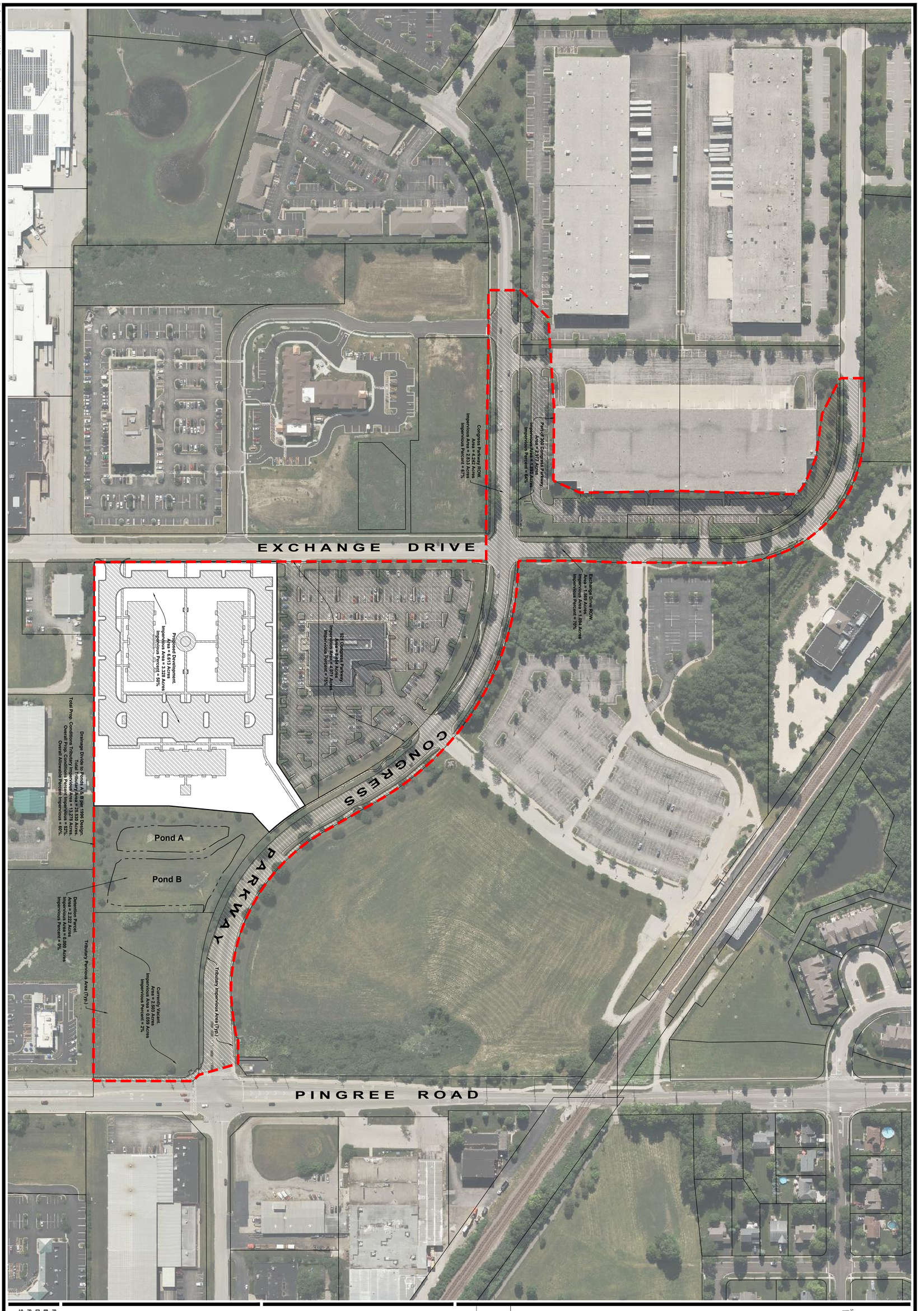
No.	Date	Revision

Scale: 1" = 100'

NORTH

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Plot Date: Dec 16, 2021 - 5:30pm Plotted By: dsmith
File Name: P:\2021\21215\Drawings\Admin\21215 Existing Drainage Exhibit.dwg



Plot Date: Dec 16, 2021 - 5:38pm Plotted By: dsmith
File Name: P:\2021\21215\Drawings\Admin\21215-Proposed Drawings Exhibit.dwg

Project Manager: D J V
Engineer: D J V
Date: 12/16/2021
Project No. 21-215
Sheet 1 / 1

PROPOSED CONDITIONS POND TRIB. AREA COVERAGE EXHIBIT

551 CONGRESS PARKWAY SITE IMPROVEMENTS

CRYSTAL LAKE, ILLINOIS

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

No.	Date	Revision

NORTH
Scale: 1" = 100'
50 0 100

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Sam Schwartz

Memorandum

To: Abigail Wilgreen PE CFM, City of Crystal Lake
From: Sara Disney Haufe, PE, PTOE, and Kathleen Murphy, PE
Date: December 6, 2021
Re: 551 Congress Apartments – Technical Memorandum

Sam Schwartz Consulting, LLC, (Sam Schwartz) was retained through an existing on-call contract with the City of Crystal Lake to prepare a technical memorandum detailing the projected traffic characteristics of a multifamily residential development proposed on the east side of Exchange Drive south of Congress Parkway in Crystal Lake, Illinois. Under the proposed development plan, three three-story buildings would be constructed providing a total of 93 dwelling units, including 21 one-bedroom units and 72 two-bedroom units. The development would include 199 total parking spaces (including six accessible spaces) in an on-site parking lot that would be accessed via a single driveway on Exchange Drive. A site plan is included in the Appendix.

The following memorandum documents Sam Schwartz's methodology and projections for the traffic characteristics of the proposed site. The contents of this memorandum reflect typical industry practices for estimating traffic for developments of this nature.

Trip Generation Projections

Using the Institute of Transportation Engineers (ITE) manual Trip Generation, 11th Edition, site-generated trip projections were calculated according to data provided for ITE Land Use Code (LUC) 220 – Multifamily Housing (Low-Rise). This category corresponds to multifamily dwellings with two or three stories. Within LUC 220, the ITE manual provides data for a variety of settings, including General Urban/Suburban, Dense Multi-Use Urban, and Center City Core. In addition to these settings, the ITE manual provides data for two subcategories: Close to Rail Transit (defined as within a half-mile walking distance of a rail transit station entrance) and Not Close to Rail Transit. Given the vehicle-centric nature of area development, demonstrated by the large parking lots that are generally located between the street and commercial areas, the study area fits the ITE definition of a General Urban/Suburban setting. Although the proposed site will be approximately one quarter-mile walking distance from the Pingree Road Metra commuter rail station, the Close to Rail Transit subcategory for a General Urban/Suburban setting only has data from one site during the peak hours of adjacent street traffic. Because of this small sample size, using the data for this subcategory and setting is not likely to produce reliable results. Additionally, local census data on area mode split would provide a more representative estimate of potential non-auto trips generated by the subject site than this single-survey data in the ITE manual, as further discussed in the subsequent paragraph. Therefore, data for the Not Close to Rail Transit subcategory in a General Urban/Suburban setting was utilized for the purposes of this evaluation to estimate baseline trip generation potential for the site. This data is shown in **Table 1** on the following page.

Sam Schwartz Engineering, DPC is a firm authorized to perform engineering services in different states and works in cooperation with Sam Schwartz Consulting, LLC, collectively comprising the Sam Schwartz team. Working as a team provides both companies access to the entire network of professionals.

Sam Schwartz

Table 1. ITE Trip Generation Data

Land Use	Weekday Daily	Weekday Morning Peak Hour	Weekday Evening Peak Hour
Multifamily Housing (Low-Rise) *Setting: General Urban/Suburban* *Subcategory: Not Close to Rail Transit*	T = 6.41(X) + 75.31 50% in / 50% out	T = 0.40(X) 24% in / 76% out	T = 0.51(X) 63% in / 37% out

T = Trips generated
X = Number of dwelling units

Since the proposed residential development is located in close proximity to the Pingree Road Metra station, it is likely that this development would attract residents who would walk to the station to commute via Metra. Therefore, the trip projections were reduced to account for the projected non-auto mode share, which was determined using local data for commuters in the surrounding neighborhood. The American Community Survey *Means of Transportation to Work* database was referenced to obtain information about commuting patterns for Census Tract 8713.01, shown in ***Figure 1***. The location of the proposed development within this census tract is marked below.



Figure 1: Census Tract Boundaries & Area Transit Service

The resulting mode split data reveals that approximately 13.1 percent of residents in the census tract travel to and from work via non-auto modes, which include public transportation, walking, bicycling, and working from home. Census tract data is attached to this memorandum. Since the non-auto mode share for this development may be higher than the census tract average due to its close proximity to transit, a 13.1 percent non-auto mode share can be considered conservative for this evaluation. The baseline trip

generation data was therefore reduced accordingly, and the resulting vehicular trip generation projections for the proposed site are shown in **Table 2**.

Table 2. Site-Generated Vehicle Trip Projections

Land Use	Size	Weekday Daily	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
			In	Out	Total	In	Out	Total
Multifamily Housing (Low-Rise)	93 dwelling units	670	10	30	40	30	20	50
Minus Non-Auto Mode Share (13.1%)		*-90*	*–*	*-5*	*-5*	*-5*	*–*	*-5*
Total Vehicle Trips (rounded to nearest multiple of five)		**580**	**10**	**25**	**35**	**25**	**20**	**45**

As shown, the proposed development is expected to generate 35 total vehicle trips in the morning peak hour and 45 trips in the evening peak hour. On a typical weekday, approximately 580 total vehicle trips are expected to be generated.

Site Access & Circulation

Access to the site is proposed via a single driveway to Exchange Drive, located approximately 300 feet south of the existing Station Drive. On the site plan, this driveway is shown to provide one left-turn lane and one right-turn lane for outbound traffic, as well as a single receiving lane. Given the relatively low trip projections for the peak hours, which are not expected to exceed 45 vehicles per hour as shown in Table 2, a single outbound lane should sufficiently accommodate peak hour demand; the outbound lane configuration as shown would therefore be expected to provide adequate capacity. The internal traffic circulation shown on the site plan was also found to be acceptable, including the placement of the site access driveway at the southern end of the property.

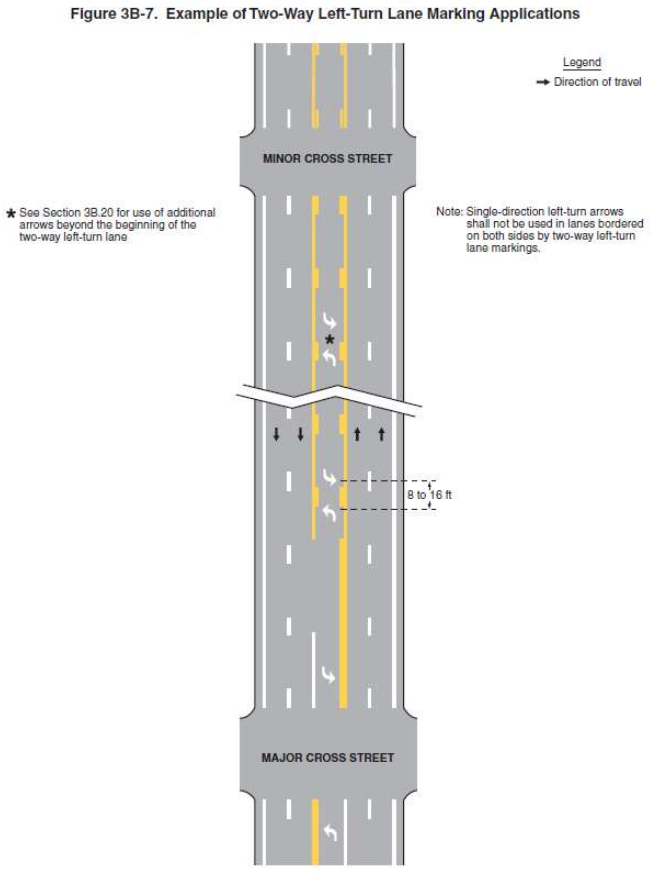


Figure 2: Two-Way Left Turn Lane Application (MUTCD)

Warrants for auxiliary turn lanes along Exchange Drive at the site driveway would not be met based on the anticipated site trip projections and a review of existing traffic volumes on Exchange Drive (which were referenced from previously collected count data

at Exchange Drive and Congress Parkway for the nearby Project Cooper development). However, because there is an existing striped median at the access location that transitions into a northbound left-turn lane on Exchange Drive at Station Drive just north of the site driveway, it is recommended that a southbound left-turn lane be striped along Exchange Drive at the site driveway. It is recommended that the median on the roadway segment between Station Drive and the site driveway be restriped as a two-way left-turn lane, with northbound and southbound left-turn lanes on either end consisting of a 50-foot storage bay and a 50-foot taper transition for each. An excerpt from the Manual on Uniform Traffic Control Devices (MUTCD) illustrating this proposed configuration is shown in ***Figure 2***.

Area Traffic Operations

The dominant routing of site-generated trips during the weekday peak hours is expected to be to and from the south on Exchange Drive to connect to Northwest Highway (US 14) approximately one quarter-mile south of the site, since this regional arterial route would connect residents to numerous employment centers throughout the metropolitan area. The intersection of Exchange Drive and US 14 currently serves as the main access point to the Bohl Farm Marketplace retail center, which includes several big-box stores, restaurant outlots, and smaller retailers. Based on the traffic projections shown previously in Table 2, anticipated site traffic from this residential development would make up a small percentage of traffic on the southbound approach of Exchange Drive at Northwest Highway. With existing dual southbound left-turn lanes on Exchange Drive at this location, as well as dedicated turn lanes onto Exchange Drive from Northwest Highway and signalized intersection control, the addition of a relatively small number of site trips at this location should have a negligible effect on operations.

Although the majority of site-generated trips are expected to travel to and from the south on Exchange Drive, it is expected that some will travel to and from the north on Exchange Drive and use Congress Parkway to access Main Street to the west or Pingree Road to the east. Using an estimated directional distribution of the site-generated trips, Sam Schwartz expects that approximately 15 percent of site trips would utilize this intersection and has identified the relative increase in traffic attributable to the proposed residential development as compared to existing volumes at the intersection of Congress Parkway and Exchange Drive, shown in **Table 3** below. Similar comparison tables were previously completed for nearby developments to facilitate discussions between the City and area developers regarding future area improvements that would provide benefits to existing and future users.

Table 3. Projected Traffic Volume Increase due to Proposed Development

Intersection	Total Intersection Traffic Volume PM Peak Hour (vehicles per hour)		Percent Increase
	Existing	Existing + Residential Development	
Congress Parkway / Exchange Drive	1,030	1,037	0.7%

Area Pedestrian Access

In addition to being located near the Pingree Road Metra Station, as discussed earlier in this memorandum, the proposed residential development is also located less than a quarter-mile from the Bohl Farm Marketplace retail center. This retail center includes a Fresh Thyme grocery store, a Target, a Planet Fitness gym, and several other retailers and restaurants that would be within walking distance for site residents. Therefore, area pedestrian infrastructure was reviewed for potential improvements that could be made to facilitate this expected pedestrian activity.

The City of Crystal Lake has indicated that there are plans to construct a roundabout at the intersection of Congress Parkway and Exchange Drive, which would include crosswalks on all four legs of the intersection. These proposed crosswalks would create a continuous pedestrian connection from the proposed residential development to the Pingree Road Metra station. A preliminary geometric plan for this intersection reconstruction can be found in the Appendix.

There are existing curb ramps on Exchange Drive at the proposed site driveway location. Since the ramp on the east side of Exchange Drive will have to be demolished in order to construct the site driveway as proposed, it is recommended that both ramps be reconstructed just south of the proposed site driveway. Since residents of the proposed development would be expected to use this crossing to access the shops at the Bohl Farm Marketplace, it is recommended that a high-visibility crosswalk be striped between these ramps and “Stop Here for Pedestrians” signage (MUTCD sign code R1-5b, shown in ***Figure 3***) be posted on both legs of Exchange Drive in accordance with the MUTCD. A continuous sidewalk should be provided across the site driveway, and a stop bar should be striped behind the sidewalk.



Figure 3: R1-5b Sign (MUTCD)

Within the proposed site, some additional sidewalk segments are recommended to connect the internal sidewalk network with the sidewalk on Exchange Drive, which will provide easier pedestrian access both to the Metra station and to the shopping center. First, a sidewalk segment should be constructed along the north side of the site driveway to provide pedestrian access between the proposed sidewalk running south of Building “B” and the sidewalk on Exchange Drive. Another sidewalk segment should be constructed near the north end of the site to connect the proposed sidewalk along the north side of Building “A” to the existing sidewalk along Exchange Drive.

Recommendations and Conclusions

Based on the assumptions and analyses detailed in this memorandum, the following recommendations should be implemented as part of the proposed residential development:

- Restripe the median on Exchange Drive between Station Drive and the proposed site driveway to provide a two-way left-turn lane, bookended by dedicated left-turn lanes into Station Drive and the proposed site access driveway, each with a 50-foot storage bay and 50-foot taper transition.
- Relocate the existing curb ramps on Exchange Drive at the proposed site driveway south of the driveway. Stripe a high-visibility crosswalk between the ramps and post “Stop Here for Pedestrians” signage on both legs of Exchange Drive.
- Provide a continuous sidewalk across the site driveway and stripe a stop bar behind the sidewalk.
- Construct sidewalks between the site parking lot and the existing sidewalk on Exchange Drive near the north and south ends of the site.

With implementation of the above recommendations, it is anticipated that area traffic operation would be generally acceptable after completion of the subject development.

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Resolution to Approve Branding and Digital Marketing Consultant Contract and Marketing Initiatives for Fiscal Year 2022/2023

Staff Recommendation: 1) Motion to approve an extension contract with a5 Branding and Digital for marketing services in the not-to-exceed amount of $63,000, and authorizing the City Manager to execute a contract and adopt a Resolution authorizing the City Manager to execute a continuation contract with a5 Branding and Digital.

2) Motion to adopt a Resolution authorizing the City Manager to implement the marketing initiatives in the not-to-exceed amount of $87,000 recently approved in the FY22-23 budget.

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

Background:

As part of the FY2022/2023 Budget, funds for a marketing consultant were included to continue the marketing campaign that was created and implemented in 2020. The City sent out an RFP in 2020 that provided for an initial phase and a potential second phase. An initial contract was awarded to a5 Branding and Digital in the amount of $63,300 and the initial phase was approved and implemented in 2020 with great results developing the new Clearly Crystal Lake brand. Last year we continued and expanded the marketing campaign and contract with a5 and received even more successful feedback and results.

The proposed contract with a5 Branding and Digital is a professional service, which can be selected and approved by the City Council as a sole source. It is in the best interest of the City to continue and expand our professional services marketing efforts with a5 Branding and Digital. As the City has already been engaged in working with a5 Branding and Digital the last two years and has invested significant time and resources with a5 Branding and Digital to develop our brand and image. The City found last year's marketing campaign to be even more successful

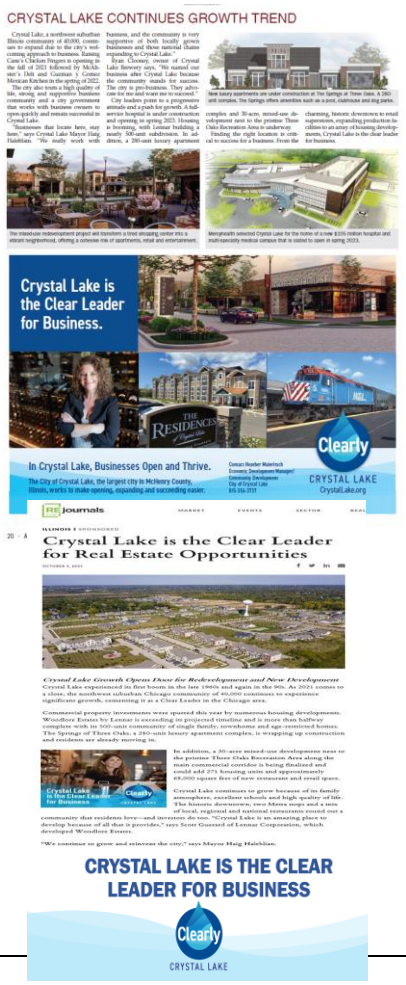
than the previous year in helping to improve Crystal Lake's image and contributing to gains in economic development and citizen pride.

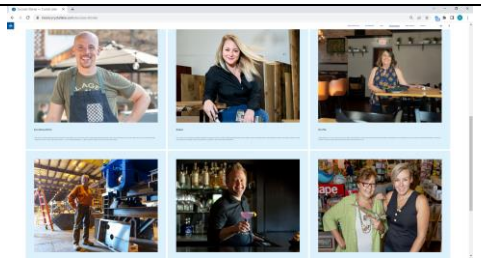
Marketing campaigns help to tell a community's story by understanding our community, developing our brand, and professionally marketing to targeted audiences. A good marketing campaign raises awareness of what makes a city a good place to live, work, dine, and play.

Benefits of a Marketing Plan for Crystal Lake

- ✓ Reinforces our "Brand".
- ✓ Positions Crystal Lake amongst other municipalities in the Chicagoland Marketplace.
- ✓ Heightens the awareness and positive perception of Crystal Lake.
- ✓ Targets positive image to specific markets to build awareness and spur growth.
- ✓ Builds pride and confirms beliefs of current residents and businesses,
- ✓ Helps to attract new business prospects.
- ✓ The Plan serves as a tool to measure what works and is cost effective.

The following services are being proposed:

DELIVERABLE	SAMPLE	Costs
Media Buy and Project Management • Manage purchase of media, coordinate media proposal solicitation, meet with media properties and handle and draft media buys. Crain's Chicago Bisnow Nation's Restaurant News Heartland Business IL Real Estate Journal LinkedIn Metra Billboard Ads Northwest Herald Monthly Articles IL Investment Guide by Site Selection Magazine Crystal Lake Broker Event Presentation Chicago Parent • Provide Crystal Lake reports to ensure media is properly placed. Includes up to two status calls/meetings a month.		a5 Expenses: $43,500 Marketing Expenses: Media buys and Marketing $83,000

Attraction Video • Production of a series of short videos (two 30 second videos) • Production of one video up to two-minutes in length. • Features will include benefits of starting, growing and locating a business in Crystal Lake.		a5 Expenses: $15,000
Photography • a5 will oversee new photography to augment the image library to be used for the campaign components. The imagery will complement the existing campaign creative and feature business owners. For two days of photography, we will photograph 12 more business owners		a5 Expenses: $3,000 Marketing Expenses: Photographer $ 4,000
Microsite • Since our media campaign drives traffic up 48% on our Clearly Crystal Lake website. We want to ensure we maintain and update the Clearly Crystal Lake website with new photos, videos and other updates as needed to keep it fresh and inviting for returning users.		a5 Expenses: $1,500

Recommendation
It is staff's recommendation to move forward with the contract amount of up to $63,000 for a5 Branding and Digital and for the other marketing initiatives in an amount not to exceed $87,000 that was budgeted in the FY 2022/2023 budget.

Votes Required to Pass:

A simple majority vote.

Res. 22R-

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 to execute the continuation contract with a5 Branding and Digital in the not-to-exceed amount of $63,000 and directed to have implemented the marketing initiatives in the not-to-exceed amount of $87,000 for FY22-23.

DATED at Crystal Lake, Illinois, this day of May, 2022.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 3, 2022

APPROVED: May 3, 2022

Draft

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Bid Award – 2022 Lead Service Line Replacement Program

Staff Recommendation: Motion to award the 2022 Lead Service Line Replacement Program to the lowest responsive and responsible bidder, and adopt a Resolution authorizing the City Manager to execute a contract with Brandt Excavating, Inc. in the submitted bid amount and to authorize the City Manager to approve warranted change orders for up to ten percent (10%) of the contract and approve warranted completion date extensions for the contract.

Staff Contact: Michael Magnuson, P.E., Director of Public Works and Engineering

Background:

Recent changes to State Law require that if the City disturbs an existing lead service line, the City must offer to replace the lead service line. The City's North Main Street/Illinois Route 176 project includes water main work that will disturb known lead service lines. This project was approved by the Illinois Department of Transportation (IDOT) last summer before the state law was enacted. This project also has federal transportation funds. In order to comply with the new state law and keep the federally funded intersection improvement on schedule, a separate contract was developed by Engineering staff for bidding that addresses replacement of the lead service line work. This contract was advertised for bids in accordance with City procurement policies and bids were publically opened at the City of Crystal Lake on April 15, 2022. The bid results are as follows:

Bidder	*Total Price*
[1]Brandt Excavating Inc.,	$457,900.00
Joel Kennedy Constructing Corp.	$657,900.00
Holiday Sewer and Water Construction	$754,750.00

[1] Indicates Recommended 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: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price 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 recommendation of City staff is to award the contract to the lowest responsive and responsible bidder, Brandt Excavating, Inc. Brandt Excavating, Inc. meets all of the City's requirements and has performed this type of work for other municipalities. This project is included in the Fiscal Year 2022/2023 budget as part of the North Main Street/Illinois Route 176 project.

Votes Required to Pass:

Simple majority vote

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE will be replacing aging water main as part of the North Main Street/Illinois Route 176 project; and

WHEREAS as part of the water main replacement the City will need to replace lead service lines with the approval of the various property owners; and

WHERAS bids were received and publicly opened for the 2022 Lead Service Line Replacement Program on April 15, 2022; and

WHEREAS the lowest responsive and responsible bidder is Brandt Excavating, Inc.

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 he City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Brandt Excavating, Inc. for the 2022 Lead Service Line Replacement Program in the bid amount of $457,900.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted changes orders for up to ten percent (10%) of the contract amount and approve warranted completion date change orders relating to the contract.

Draft

DATED this 3rd day of May, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 3, 2022
APPROVED: May 3, 2022

Draft

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Annual allocation of State Motor Fuel Tax (MFT) Funds

Staff Recommendation: Motion to adopt a Resolution appropriating $1,338,000 in MFT funds for FY 2022/2023

Staff Contact: Michael Magnuson, P.E., Director of Public Works and Engineering

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Background:
The City uses Motor Fuel Tax (MFT) funds to fund a portion of general roadway maintenance activities such as traffic signal/street light maintenance and repairs, snow-fighting material purchases, and resurfacing. These expenditures are included in the Fiscal Year 2022/2023 Budget. The use of MFT funds is regulated by the State of Illinois through the Illinois Department of Transportation (IDOT). IDOT requires the City to formally appropriate MFT funds through a City Council resolution for these purposes annually.

Traffic Signal and Street Light Maintenance (Total $130,000)
The City maintains traffic signals for intersections under City jurisdiction, as well as certain intersections along IDOT routes per agreements between the City and IDOT. The City is responsible for the maintenance of 33 signalized intersections. For this maintenance period, City staff estimates that traffic signal maintenance and repairs will cost $85,000. An additional $5,000 is appropriated for the City's share of traffic signal maintenance costs on intersections maintained exclusively by IDOT on Route 31 (funds to be paid to IDOT).

The City maintains street lights along public streets in the downtown, the Virginia Street Corridor (Carpenter Street to Coventry Lane), and US Route 14 from Coventry Lane east to Exchange Drive. Staff estimates that $40,000 will be needed for MFT-funded street light maintenance and repairs.

Snow-Fighting Materials (Total $733,000)
The Public Works Department estimates that it will spend $733,000 on snow-fighting material purchases in the next fiscal year. This is the same amount as budgeted for last year. The $733,000 includes road salt, liquid calcium chloride, liquid de-icing mixture (organic and inorganic), and bag salt for sidewalks. Liquids are used as an additive when temperatures are low.

Annual Resurfacing Program (Total $475,000)
A portion of the City's annual resurfacing program will be paid utilizing MFT funds. The total MFT amount for this year is $475,000.

Total estimated expenditures are $1,338,000. Any funds that are obligated and not spent will be returned to the City's unobligated MFT fund balance. The funds will then be available for future projects.

Votes Required to Pass:
Simple majority vote

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
	Original	23-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Crystal Lake (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of one million three hundred thirty eight thousand Dollars ($1,338,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/22 (Beginning Date) to 04/30/23 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Crystal Lake (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) ceritified originals of this resolution to the district office of the Department of Transportation.

I Nick Kachiroubas (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Crystal Lake (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Governing Body Type) of Crystal Lake (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3 (Day) day of May, 2022 (Month, Year).

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Draft

Illinois Department of Transportation

Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type: Original

Estimate of Cost for: Municipality

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
Crystal Lake	McHenry	23-00000-00-GM	05/01/22	04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Traffic Signal Maintenance	IIB	No	Maintenance	LS	1	$75,000.00	$75,000.00	$75,000.00
		No	Emergency Repairs	LS	1	$10,000.00	$10,000.00	$10,000.00
Street Light Maintenance	IIB	No	Maintenance	LS	1	$30,000.00	$30,000.00	$30,000.00
		No	Emergency Repairs	LS	1	$10,000.00	$10,000.00	$10,000.00
Snow & Ice Control	III	No	Salt	TON	6,000	$100.00	$600,000.00	$600,000.00
	IIB	No	Sidewalk Salt	LB	10,000	$0.80	$8,000.00	$8,000.00
	IIB	No	Liquid CaCl	Gal	50,000	$1.00	$50,000.00	$50,000.00
	IIB	No	Super Mix	Gal	75,000	$1.00	$75,000.00	$75,000.00
Traffic Signal Maintenance - State	IIA	No	Maintenance	LS	1	$5,000.00	$5,000.00	$5,000.00
Resurfacing	IIB	No	Maintenance	LS	1	$475,000.00	$475,000.00	$475,000.00
							Total Operation Cost	$1,338,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	$0.00	$0.00	$0.00	$0.00
Local Public Agency Equipment	$0.00	$0.00	$0.00	$0.00
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	$0.00	$0.00	$0.00	$0.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	$0.00	$0.00	$0.00	$0.00
Engineering Inspection	$0.00	$0.00	$0.00	$0.00
Material Testing	$0.00	$0.00	$0.00	$0.00
Advertising	$0.00	$0.00	$0.00	$0.00
Bridge Inspection Engineering	$0.00	$0.00	$0.00	$0.00
Maintenance Engineering Total	$0.00	$0.00	$0.00	$0.00
Total Estimated Maintenance	$0.00	$0.00	$0.00	$0.00

Remarks

Draft

Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section	Maintenance Period Beginning	Ending
Crystal Lake	McHenry	23-00000-00-GM	05/01/22	04/30/23

SUBMITTED

Local Public Agency Official

Date

Title: Director of Public Works & Engineering

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer
Department of Transportation

Date

Draft

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Proposal Award - Consultant Selection for Various Architectural and Engineering Services

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a contract with Wold Architects and Engineers for Various Architectural and Engineering Services for three (3) years with two additional one (1) year extensions on a task order basis at an annual not-to-exceed amount of $150,000.00

Staff Contact: Michael P. Magnuson, P.E. Director of Public Works and Engineering

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Background:
As the Municipal Complex ages there is a more frequent need to retain the services of a consultant to address building improvement and repair/rehabilitation projects. The proposed Fiscal Year 2022/2023 Budget contains several larger projects to address electrical, mechanical (heating, ventilation and air conditioning - HVAC) and plumbing needs. It is advantageous to the City to retain a firm that offers expertise in a wide range of building design services (architectural, mechanical (HVAC), electrical, plumbing, etc.) It is also advantageous to the City to utilize a single consultant that will be familiar with our facilities and therefore be able to accomplish assigned project tasks efficiently and cost effectively. Staff estimates that annually these services (design, estimating, bidding and construction observation assistance) will not exceed $150,000.00.

The Engineering Division requested proposals from qualified architectural-engineering firms. The proposals were reviewed based on the consultants' qualifications and average hourly billing rates. The qualification criteria considered during the review were:

- Past performance and experience with the City of Crystal Lake
- Number of services provided by in-house staff as opposed to sub-consultants
- Architectural experience with municipal facilities
- Suburban Chicagoland area municipal or county architectural clients
- Client Manager, years of experience and experience with municipal facilities
- Review of average hourly rates with industry peers

During the qualification review, a point system was established with items being weighted differently depending on the importance of each item. The following summarizes the points received by each firm:

Evaluation Measure	Possible Points	BKV Group Chicago	Cordogan Clark Aurora	HOH Group Schaumburg	HPZS Chicago	Larson & Darby Group Rockford	Studio GC Chicago	Valdes Lombard	Wold Palatine
Past City of Crystal Lake Performance (Excellent=5, Average 3, N=0)	5	0	0	0	0	3	0	0	5
Category of Services Provided (Yes = Area of Expertise)									
Architectural: New Construction		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Architectural: Additions		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Architectural: Remodels		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MEP Engineering		Subconsultant	Yes	Yes	Subconsultant	Subconsultant	Subconsultant	Yes	Yes
Structural Engineering		Subconsultant	Yes	Yes	Subconsultant	Yes	Subconsultant	Yes	JWA
Interiors, Furniture & Signage		Yes	Yes	Yes	Yes	Yes	Yes	Subconsultant	Yes
Facilites Assessments		Yes	Yes	Subconsultant	Subconsultant	Yes	Yes	Yes	Yes
Civil/Site Work		Subconsultant	Not stated	Yes	Subconsultant	Subconsultant		Not stated	Subconsultant
Total Category of Service (5 pts per Yes)	40	25	35	35	20	30	25	30	30
Past Firm Experience									
Municipal Facilities Architectural Experience	3	3	3	0	3	3	3	3	3
Suburban Chicagoland Area Muncipal or County Architectural Clients	10	2	10	0	5	10	10	10	10
Client Manager									
Assigned Client Manager		Craig Carter	Nathan Melotte	Nick Raskovich	Henry Zimoch	Stephen Nelson	Craig Meadows	Michael Shrader	Matt Bickel
Years of Experience		17	20	No resume	30	30	16	32	21
Experience with Municipal Facilities Projects	5	5	0	0	5	5	5	0	5
Hourly Rate Client Manager (Average - $180)		$200	$160	Salaries provided, not billing rates	$185	$184	$170	$182	$180
TOTAL POINTS	63	35	48	35	33	51	43	43	53

Recommendation:

This contract is being presented pursuant to a request for qualification (RFQ) process. Under such process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City." The City staff has reviewed the various proposals received, and determined that the recommended contractor is the most well-suited for the project.

Based on the proposals received, the City's evaluation criteria, reference checks, and the detailed review by staff, it is the recommendation of staff that Wold Architects and Engineers be selected for the Various Architectural and Engineering Services. The initial contract will be for one year, with three one year extensions at the discretion of the City.

Wold Architects and Engineers (Wold) is proposing a very well rounded experienced team with a depth of experience in municipal facilities. They received excellent reference recommendations and their rates are comparable to others in the industry. On past assignments for the City, Wold has provided excellent service and has been very cost effective when compared to other firms. Wold would be retained to provide the services on a task order basis with each task's fee reviewed by City Engineering staff and approved by the City Manager.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE requires a full-service architectural and engineering consultant to prepare plans, specifications and bid documents for various projects to municipal facilities; and

WHERAS proposals were publically solicited and reviewed resulting in a determination that Wold Architects and Engineers proposal will be the most advantageous to the City.

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 a contract with Wold Architects and Engineers to provide various architectural and engineering services for three (3) years with two additional one (1) year extensions; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve individual task order assignments with Wold Architects and Engineers under the contract for an aggregate annual total not-to-exceed amount of $150,000.00 per year.

DATED this 3rd day of May, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 3, 2022
APPROVED: May 3, 2022

Draft

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: 2022 Independence Day Events and Donations

Staff Recommendation:

1) A motion to adopt a Resolution approving the 2022 Crystal Lake Chamber of Commerce Independence Day Parade and authorizing $15,000 to the Crystal Lake Chamber of Commerce for the Independence Day Parade from the fiscal year 22/23 City Budget.

2) A motion adopting a Resolution authorizing the City Manager to accept two donations, each in the amount of $15,000 designated for the expansion of the 2022 Independence Day Fireworks Show, per City Code Chapter 102.

3) A motion adopting a Resolution authorizing the City Manager to execute a contract amendment with American Fireworks for an additional amount of $30,000, with a total contract price of $60,000 for the 2022 Independence Day Fireworks Show and a corresponding Budget Amendment to increase the budgeted amount for the 2022 fireworks display from $30,000 to $60,000 for fiscal year 22/23 and authorizing the City Manager to approve up to 10 percent in justifiable contract amendments from a contingency allowance.

Staff Contact: Eric T. Helm, Deputy City Manager
Paul DeRaedt, Fire Rescue Chief

Background:

Chamber of Commerce 2022 Independence Day Parade

Since 2009, the Crystal Lake Chamber of Commerce has organized and coordinated the annual Independence Day parade. In 2022, the Chamber of Commerce will again coordinate the parade and partner with the Crystal Lake Lions Club and the City to ensure that the parade tradition continues. The Lions Club will provide on-site volunteers to assist with the organization on the parade day. It is proposed that the parade occur on Sunday, July 3, 2022, the last day of the Lakeside Festival and the day of the City's fireworks display.

Funding for the parade will be a combination of sponsorship revenue, as well as a contribution from the City of Crystal Lake. Annually, the City contributes $15,000 toward the parade, which is included in the fiscal year 22/23 budget.

2022 Independence Day Fireworks Display and Donations

In 2020, the City cancelled its Independence Day fireworks show due to the COVID 19 pandemic and the fireworks vendor agreed to suspend the show until July 3, 2022. The City Council originally approved a contract with American Fireworks for a $30,000 show and this amount was placed in the Fiscal Year 22/23 budget.

Two individuals, who wish to remain anonymous, have each offered to donate $15,000 to expand the 2022 show beyond the original $30,000 display. As the City Council may recall, in 2017, 2018, 2019 and 2021, the City also received donations to expand the show. These donations will allow the City to further increase the size and intensity of the show. Chapter 102 of the City Code establishes a formal process for the acceptance and documentation of donations made to the City; therefore, City staff recommends that these donations be formally accepted by the City and designated toward the expansion of the fireworks show.

Fireworks Show Expansion

Due to the donations, City staff proposes to expand the 2022 show from the original Fiscal Year 22/23 budgeted amount of $30,000 to $60,000. The vendor's proposal for the expansion of the show is attached and will be stylistically comparable to the 2021 show. Due to shipping and supply costs increase, the total number of shells will be slightly less than 2021; however, the reduction is insignificant and will not impact the quality of the show. The fireworks display will be located on the lake, as has been done in past years, with the display shells mounted to a floating platform. The Fire Rescue Department will be the lead City agency coordinating the contractor's activities.

The assembly of the show will take place near the center of the lake so that nearby roads can be reopened to traffic. "No wake" restrictions on the lake are in effect during the entire time the fireworks are on site. The City will coordinate the tow of the floating platform. The Fire Rescue Department will assign one of its members to transport the fireworks vendor to and from the shore during the course of the day as needed. The Crystal Lake Park District and the Fire Rescue Department will maintain a safe perimeter between the floating platform and boaters and swimmers during set up and the show.

The City's Fire Rescue Department has been satisfied with the safety of the show and the contractor's employees who manage and operate the show. The vendor has extensive experience in providing shows throughout the country. Previously, staff contacted references in Carbondale, Illinois; Lakewood, Ohio; Cleveland, Ohio; St. Clair, Michigan; and Hoosier Park Casino in Indiana, and received positive feedback for American Fireworks' services. American Fireworks has also performed floating platform shows similar to Crystal Lake's show in Cleveland, Ohio, and St. Clair, Michigan.

Votes Required to Pass:

Simple majority.

Res. 22R -

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and is hereby authorized to accept two donations designated for the 2022 Independence Day fireworks show each in the amount of $15,000 and to execute appropriate documents therefor.

DATED this 3rd day of May, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 3, 2022
APPROVED: May 3, 2022

Draft

Res. 22R-

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and is hereby authorized and directed to take necessary and appropriate actions to increase the July 3, 2022 Independence Day Fireworks Display to be provided by American Fireworks from $30,000 to $60,000. The City Manager is additionally authorized to approve up to 10 percent in justifiable contract amendments from a contingency allowance.

BE IT FURTHER RESOLVED, that a corresponding budget amendment is also approved to increase the budgeted amount for fiscal year 2022/2023 for the 2022 fireworks display from $30,000 to $60,000.

DATED this 3rd day of May, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 3, 2022
APPROVED: May 3, 2022

Draft

Res. 22R-

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the July 3, 2022 Crystal Lake Chamber of Commerce Independence Day Parade is hereby approved.

BE IT FURTHER RESOLVED that the City may make modifications to the parade request, including suspending stopping, standing and parking restrictions, as needed, to ensure that traffic and safety issues are addressed.

BE IT FURTHER RESOLVED that $15,000 is authorized to be disbursed for the 2022 parade from the FY 22/23 City Budget to the Crystal Lake Chamber of Commerce for Independence Day Parade expenses.

DATED this 3rd day of May, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 3, 2022
APPROVED: May 3, 2022

Draft

Agenda Item No: 23

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: 2022-2025 Collective Bargaining Agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177

Staff Recommendation: Motion to Adopt a Resolution Authorizing the City Manager to Execute the 2022-2025 Collective Bargaining Agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177

Staff Contact: Jim Black, Chief of Police
Julie Meyer, Director of Human Resources

Background:

We are pleased to present to the Mayor and City Council a new collective bargaining agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177. Five negotiation sessions were held between the parties over the past two months. The end result provides minimal changes and a compensation plan increase of 3%, 3.25%, and 3.5% for each of the respective three years of the agreement. This contract was ratified by a majority vote of the union members.

Votes Required to Pass:

Simple Majority.

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 authorized to execute the 2022-2025 Collective Bargaining Agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177.

Dated this 3rd day of May, 2022.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: May 3, 2022
Approved: May 3, 2022

Draft

AGREEMENT

BETWEEN

CITY OF CRYSTAL LAKE

AND

METROPOLITAN ALLIANCE OF POLICE,
CRYSTAL LAKE POLICE CHAPTER #177

May 1, 2022-April 30, 2025

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AGREEMENT

BETWEEN

CITY OF CRYSTAL LAKE

AND

METROPOLITAN ALLIANCE OF POLICE,

CRYSTAL LAKE POLICE CHAPTER #177

PREAMBLE

THIS AGREEMENT entered into by the CITY OF CRYSTAL LAKE, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, CRYSTAL LAKE POLICE CHAPTER #177 (hereinafter referred to as the "Chapter") is in recognition of the Chapter's status as the representative of certain of the City's full-time sworn peace officers (hereinafter referred to as "officers" or "employees") and has as its basic purpose the promotion of harmonious relations between the City and the Chapter, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Chapter do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1. Recognition. Pursuant to an election and certification by the Illinois State Labor Relations Board in Case No. S-RC-95-35, the City recognizes the Chapter as the exclusive bargaining agent for all full-time sworn police officers below the rank of sergeant employed within the City's Police Department, but excluding all part-time police officers, and all sworn police

officers with the rank of sergeant who are excluded as supervisors under the Illinois Public Labor Relations Act, and above, and all other employees of the City of Crystal Lake, Illinois.

Section 1.2. Probationary Period. The probationary period for bargaining unit members hired on or after the effective date of this Agreement shall be fifteen (15) months of actual work as a Crystal Lake police officer, from the date of successful police academy completion or from the date of appointment for an experienced officer not requiring academy attendance. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or to any other forum. It is further agreed that probationary employees shall be entitled to all other rights, privileges and benefits conferred by this Agreement except as previously stated or otherwise provided in this Agreement

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter. The Chapter agrees to indemnify and hold harmless the City for any reasonable damages, costs or attorneys' fees incurred by the City as a result of any legal action asserting that the Chapter has violated its duty of fair representation.

Section 1.4. Gender. Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.5. Immediate Family Definition. The immediate family shall be defined to include the employee's spouse, parties to a certified civil union, children, siblings, parents, grandparents, and the employee's spouse's parents (this includes relationships of "great," "half," and "step").

Section 1.6. Chapter Officers. For purposes of this Agreement, the term "Chapter officers" shall refer to the Chapter's duly elected President, Vice President, Secretary and Treasurer.

Section 1.7. Residency. All bargaining unit members are required to live within a 40 nautical mile radius of the Municipal Complex upon completion of the probationary period. This requirement is in place in order to provide efficient and effective response to emergency situations. Employees who do not meet this requirement may be subject to discipline up to and including termination of employment.

ARTICLE II
UNION SECURITY

Section 2.1. Dues Checkoff. While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the uniform, regular monthly Chapter dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective checkoff authorization form so long as there exists on the employee's existing paycheck stub room for such deduction. The City will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the City to an address provided by the Chapter together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Chapter agrees to refund to the employee(s) any amounts paid to the Chapter in error on account of this dues deduction provision.

A Chapter member desiring to revoke the dues checkoff may do so at any time by providing written notice to the City with a copy to the Chapter. Dues shall be withheld and remitted to the Chapter unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings

after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Chapter, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article XXIV of this Agreement (No Strike/No Lockout).

The actual dues amount to be deducted shall be certified to the City by the Chapter, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Chapter may change the fixed uniform dollar amount that will be the regular monthly dues once each calendar year during the life of this Agreement. The Chapter will give the City forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Chapter Indemnification. The Chapter shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Chapter that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Chapter shall refund directly to the employee(s) any such amount. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the City harmless in the event the City initiates a cause of action against the Chapter, unless the City initiates such an action in response to a claim or cause of action initiated by another party.

Section 2.3. Bulletin Board. The City shall provide the Chapter with a designated space (2' x 2') for a Union-provided locked bulletin board upon which the Chapter may post its official notices of a non-inflammatory, non-political nature. Prior to posting any materials on the bulletin board, the Chapter shall provide a copy of the posting to the Chief of Police or his designee. The

Chapter will limit the posting of Chapter notices to said bulletin board. The only keys to the locked bulletin board shall be kept by the Union President and the Chief of Police or his designee.

Section 2.4. Labor-Management Meetings. The Union and the City agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings will be held if mutually agreed or at least quarterly between no fewer than three (3) Union representatives and three (3) responsible administrative representatives of the City. Such meetings may be requested by either party by contacting the other party for a "labor-management conference" and by providing, if possible, the specific agenda for such conference. Such conferences, times and locations mutually agreed upon, shall be limited to:

- discussion of the implementation and general administration of this Agreement;
- a sharing of general information of interest to the parties;
- safety issues
- other issues of concern.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences unless mutually agreed to otherwise.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Police Chief or his designee and the employee's supervisor. The City in its sole discretion shall determine its representatives at such meetings.

Section 2.5 Union Communications. If and when such technology becomes available through the Information Technology Department of the City of Crystal Lake, the Union may have access to an "electronic bulletin board" to be used in the same fashion as a regular bulletin board (see section 2.4 above). Just as with the bulletin board, prior to posting any materials on the electronic bulletin board, the Chapter shall provide a copy of the posting to the Chief of Police or his designee. The Chapter will limit the posting of Chapter notices to said electronic and standard bulletin board.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to transfer and reassign employees; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; or make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine equipment to be used and uniforms to be worn; to determine work hours, shifts and shift

hours; to determine internal investigation procedures; to do all things expressly granted and reserved to the City under Illinois statutes; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor or City Manager or their authorized designees, or otherwise. In the event of any such emergency action, which may include but is not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE IV
SENIORITY

Section 4.1. Definition of Seniority. Seniority shall be defined as an employee's length of continuous full-time service as a sworn police officer with the City since his last date of hire, excluding any unpaid break in service as defined in Section 4.4 of this Section, or temporary service.

If required by law, time spent in the armed forces on military leave of absence and authorized leave not to exceed thirty (30) days and time lost due to a duty related disability shall be included.

Section 4.2. Conflict Due to Date of Hire. Should more than one employee have the same date of hire, seniority of the employees involved shall be resolved based on the order of their names on the eligibility list from which they were hired, with the employee whose name is higher on the list being the more senior.

Section 4.3. Seniority List. Within two (2) weeks of the effective date of this Agreement, and thereafter on or before December 31 of each year, the City will provide the Chapter, at the address designated by it, with a seniority list setting forth the order of seniority of each member of

the bargaining unit. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City, in writing, within fourteen (14) days after the receipt of the list by the Chapter, and the City may thereafter rely on such list as called for in this Agreement.

A current and up-to-date seniority list showing the names and length of service of each police officer shall be maintained for inspection by members and shall be updated.

Section 4.4. Non-Accrual of Seniority. Notwithstanding any other provision of this Agreement, an employee shall not accrue seniority when such employee: a) is on an unpaid disciplinary suspension in excess of thirty (30) days; or b) is on an approved unpaid medical leave of absence in excess of 84 calendar days, *i.e.,* seniority will cease to accrue on the 85th day.

Section 4.5. Termination of Seniority. An employee's seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged;

(c) retires or is retired;

(d) is absent for two (2) consecutive work days without notice and without just cause;

(e) falsifies the reason for a leave of absence;

(f) fails to return to work at the conclusion of an authorized leave of absence or vacation without just cause;

(g) if after being laid off, fails to report as required after having been recalled;

(h) has been laid off for a period of one (1) year.

Section 4.6. Purpose of Seniority. Employees shall be allowed preference according to seniority on all sections of this Agreement which specifically designate seniority as an accounting procedure.

Section 4.7. Reinstatement of Seniority. Full seniority rights shall be reinstated provided that any officer, who has a break in service of more than one year, must successfully complete a retraining program if prescribed and approved by the Chief of Police and at the City's expense and under the following conditions:

(a) A police officer is dismissed and later reinstated by a Court of competent jurisdiction.

(b) A police officer is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Revised Statutes.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period, shift or year.

Section 5.2. Permanent Shifts by Seniority. Officers assigned to the patrol division will bid for shift work by seniority, being the most senior officer gets first choice of his shift for the year and so on down the seniority list. Bids for shift work will be completed no later than October 31st of each year, so as the employees have at least thirty (30) days advanced notice of upcoming shift work.

Employees that are currently assigned to School Liaison Officer, North Central Narcotics Task Force, Traffic Units, Investigations, or any other specialty division that are assigned back to the patrol division, will be placed on the shift that the Chief of Police or his designee chose, until the aforementioned bid date arrives. The reassigned Officer will not have a less senior Officer change to another shift unless mutually agreed upon by both parties.

If an employee is assigned out of the patrol division creating a vacancy in a certain shift that an employee with the appropriate seniority could occupy, that employee retains the right to

request, in writing, a shift transfer based on seniority to the Chief of Police or his designee within seven (7) business days of receiving official notice of shift vacancy.

The Chief of Police or his designee also retains the sole discretion to assign officers holding specialty positions, as dictated by the operational needs of the police department and to reassign officers to a different shift when operational needs require such.

Both the Union and the Department agree that the permanent shift schedule may, from time to time, require adjustment. The Police Chief or his designee retains final authority to make such adjustments and to determine shift assignments as outlined above, provided that no adjustment shall be made without giving the Union the opportunity to review and comment.

Section 5.3. Normal Workweek and Workday. Except as provided elsewhere in this Agreement, the normal workweek shall be established by the City from time to time. The normal workday will consist of an eight (8) hour and fifteen (15) minute shift, including a thirty-minute (30) paid lunch break each day subject to emergency work duties. For those officers assigned to the 5-2, 5-3 work schedule rotation, the normal workday will consist of an eight (8) hour and thirty (30) minute shift, including a thirty-minute (30) paid lunch break each day subject to emergency work duties. For payroll purposes, base hours will be eighty (80) hours in a fourteen (14) day work period for officers assigned to the 5-2, 5-3 work schedule.

If an officer's lunch is seriously interrupted by emergency work duties, the officer is obligated to request that his supervisor allow him to take additional time off for lunch to account for his thirty (30) minute lunch period, work permitting. In addition, officers shall be allowed to take one fifteen (15) minute paid break each day with permission of their supervisor.

Section 5.4. Changes in Normal Workweek and Workday. The shifts, workdays and hours to which employees are regularly assigned shall be based upon the twenty-eight (28) day departmental work schedule. Should it be necessary in the interest of efficient operations to

establish regular work schedules departing from the normal workday or workweek, absent emergency, the City will where practicable give at least forty-eight (48) hours' notice of such change to the individuals affected by such change; temporary changes may be made without such notice.

Section 5.5. Overtime Pay and Overtime Scheduling. Employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond eight (8) hours in a normal work day or forty (40) hours in a seven (7) day work week as established by the Department. Under the 5-2, 5-3 work schedule, employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond eight hours and thirty (30) minutes in a normal work day or beyond all hours regularly scheduled in a fourteen (14) day work period as established by the Department.

Time paid but not worked (vacations, holidays, compensatory time off, personal business days, and sick time) shall be considered as hours worked for the purpose of calculating overtime pay.

Absent an operational necessity or exigent circumstances, as determined by the Police Chief or his designee, a patrol officer working a full patrol shift on his or her RDO will not be required to work the patrol shift immediately following the overtime shift.

Section 5.6. Compensatory Time. Compensatory time at a time and one half (1 ½) rate may be earned at such times and in such time blocks as are mutually agreed upon between the involved employee and the supervisor. If mutual agreement on compensatory time cannot be reached, the employee shall receive pay for overtime worked in accordance with the provisions of Section 5.5.

Employees may accumulate no more than eighty (80) hours of compensatory time during a calendar year. Each fiscal year an employee may request, in writing to the Chief, the pay out of up to forty (40) hours of his or her accrued compensatory time. Compensatory time off may only be taken in a minimum of one (1) hour increments, except upon approval of the Chief or his designee. However, for patrol officers assigned to the 5-2, 5-3 work schedule, compensatory time off may be used in half-hour increments in conjunction with other paid time off under this Agreement to allow for a full eight (8) hours and thirty (30) minutes of benefit pay where an employee otherwise would only receive eight hours of pay when taking leave under this Agreement. This benefit is only available for use with holiday pay if an employee requests to take a holiday as time off.

Section 5.7. Court Time. Officers required to attend court on off-duty time shall be compensated with a minimum of three (3) hours straight time pay for such court appearance and necessary preparation. If court time immediately precedes or follows an employee's shift, the employee shall be compensated only for the actual time spent prior to, or after their regular shift, at the overtime rate of pay.

Section 5.8. Court Standby Time. If an employee is requested to be on standby by the Office of the State's Attorney or City Attorney for a possible court call(s) outside of his normal hours of work, the employee shall receive a total of two hours of compensatory time for each day the officer is on "court standby," provided that to be eligible to receive such standby compensation, the employee must immediately notify the Supervisor on duty of the name of the individual who placed him on such standby status. For purposes of this Section, compensatory time shall accrue and be paid out at the employee's straight-time hourly rate, not at a time and one half rate.

Section 5.9. Temporary Duty Trades. Subject to the approval of the Chief or his designee, which approval will not be unreasonably denied, officers shall be permitted to exchange duty shifts so long as:

(1) the exchange is made and repaid within the same pay period and does not result in additional overtime compensation being paid to any of the officers involved in the shift exchange;

(2) the officer requesting the exchange provides the Chief or his designee with the reason for the request.

Section 5.10. Meetings. Any officer required to be at a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of one (1) hour of compensation with such hour paid at straight time or overtime under Section 5.5, Overtime Pay.

Section 5.11. Call-Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Call-back hours actually worked shall be included in the Section 5.5 calculation for purposes of determining overtime payments, with a two-hour minimum, except that if the employee is called back to rectify his own error, the two (2) hour minimum guarantee shall not apply.

Section 5.12. Overtime Assignments. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In those instances where it is necessary to hold an officer over from a prior shift or to call an officer in earlier on the next shift, the selection will be requested by seniority of the officers either present or scheduled to work the next shift. If no officer volunteers and it becomes necessary to order an officer to hold over or to report early, the selection of the officer or officers shall be done on the basis of reverse seniority on the shift. For purposes of this Section, a shift shall be defined as one of the three established patrol tours: days, afternoons, and midnights, regardless of the staggered starts within each individual shift.

When overtime opportunities arise, other than a hold over or an early call-in and where it will not adversely affect the job, officer safety and or unduly add to the time of making work assignments, the Chief or his designee shall assign overtime on a reverse seniority basis among non-volunteering employees present and or available. Also specific individuals may be directed to perform specific overtime assignments and assignments can be made to minimize the adverse overtime impact on the City. When the overtime event is of a large-scale nature, including but not limited to events requiring the utilization of numerous officers from various shifts, the Chief of Police or his designee reserves the right to assign officers to overtime assignments without regard to seniority.

Section 5.13. No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VI
VACATION

Section 6.1 Eligibility and Allowances. Employees shall start to earn vacation allowance as of their date of hire, but cannot use vacation time until after it is earned and until after the first six (6) months of employment. Effective May 1, 2022, vacation allowances shall be earned based on the following schedule:

Service	Days Per Year Earned On A Monthly Basis	Hours Per Year Earned On A Monthly Basis
Hire date through 5th year	12	96
After 5th year	17	136
After 9th year	20	160
After 12th year	23	184
After 16th year	25	200
After 20th year	28	224

Section 6.2. Definition of Vacation. A "vacation" for purposes of this Agreement is defined as any time off period which is five (5) or more days long and during which five (5) or more benefit days are used (benefit days include paid vacation, holiday, compensatory or personal days off, but not paid sick days).

Section 6.3. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Under the 5-2, 5-3 work schedule, use of vacation time shall result in a deduction of eight and one half (8 ½) hours of accrued vacation time.

Section 6.4. Scheduling. Employees shall select their vacation preference within their shift and/or unit in accordance with their seniority in their rank. Two employees per shift will be permitted on vacation at the same time. On or about November 1, the Chief of Police or his designee shall post a schedule for vacation during the upcoming calendar year. Included with this schedule will be a list of dates when extraordinary manpower requirements are anticipated; no vacation time will be approved for these dates. The employees shall then select their vacation preferences in the order of their rank and seniority within rank, with the most senior employee in rank having first choice, and so on until November 30th. Employees can schedule no less than one (1) week nor more than two (2) consecutive weeks of vacation at a time, except that greater or lesser amounts may be scheduled with the approval of the Chief of Police or his designee. Vacation time shall be taken in a minimum of one (1) hour increments.

The vacation period requested pursuant to this procedure shall be submitted to the Chief of Police or his designee for approval by December 1, and the requests shall be reviewed and, if necessary, modified by the Chief of Police and a vacation schedule posted on or before December 31st. Thereafter, vacation requests shall be handled on a first-requested, first-received basis, subject to the overriding scheduling needs of the City, and nothing herein shall preclude an officer

from requesting a 3rd consecutive week at that time. Vacations may be accrued in an amount not to exceed one and one half (1 ½) times the officer's annual accrual rate except if an officer is incapable of using such days because the officer is off work because of worker's compensation leave.

Section 6.5. City Emergency. In case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the City Manager and/or Police Chief, or their designee(s), may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

Section 6.6. Pay for Vacation Upon Separation. If an officer covered by this Agreement terminates or is separated from his employment with the Crystal Lake Police Department, he/she shall receive compensation for all accumulated but unused vacation time at the officer's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days after separation or termination.

Section 6.7. Pay for Vacation Upon Death. The families of all officers covered by this Agreement who are killed in the line of duty or who otherwise die while employed by the City shall receive compensation for all vacation time accumulated but unused by that officer to the extent required by law at the officer's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days of the officer's death.

ARTICLE VII
HOLIDAY AND PERSONAL BUSINESS TIME

Section 7.1. Holidays. The following ten (10) days are holidays with pay for all officers in the City service:

Memorial Day

Independence Day

Labor Day
Veteran's Day
Thanksgiving Day & Day After
Christmas Eve
Christmas Day
New Year's Day
President's Day

Section 7.2. Holiday Pay. Officers scheduled to work on a holiday shall do so. Holiday pay for all officers, including patrol officers assigned to the 5-2, 5-3 work schedule, shall be paid on the following basis:

a. If an officer works on a holiday, compensation will be at the officer's straight time hourly rate of pay for each hour worked, plus eight (8) hours pay for the holiday. However, if an officer works on the City recognized and celebrated holidays of Thanksgiving Day, Christmas Eve , Christmas Day, New Year's Day and Independence Day, they will be paid at time and one half for hours worked on those specific days. For patrol officers assigned to the 5-2, 5-3 work schedule only, the term "holiday" as used in this Section 7.2 means the date of the actual holiday, not the date of the City's observance. In order to be eligible for the holiday pay benefit described in this Subsection a, the officer must work all of their scheduled work hours on the date of the holiday.

b. If a holiday falls on an officer's regularly scheduled day off, he will receive compensation equivalent to eight (8) hours at his straight time rate of pay in lieu of a day off.

c. An officer may request time off on a holiday subject to approval by the Chief of Police. If a holiday is taken as time off, the officer will be paid only the eight (8) hours for the holiday with no additional payment for any benefit time. However, patrol officers

assigned to the 5-2, 5-3 work schedule may receive payment for one half hour of compensatory time off as set forth under Section 5.5 of this Agreement.

Section 7.3. Personal Business Time. All officers assigned to the 5-2, 5-3 patrol work schedule with one (1) full year of service will be given one (1) personal business day (8 hours) off with pay. Officers with one (1) full year of service and assigned to work any work schedule other than a patrol work schedule will be given three (3) personal business days (24 hours) off with pay. All personal benefit time must be used within the fiscal year in which it was received. If a patrol work schedule other than the 5-2, 5-3 patrol work schedule is implemented, members assigned to the patrol work schedule will no longer be entitled to any personal business time. Any officer hired after August 1, 2015 and assigned to any patrol work schedule, will not be eligible to receive personal business time.

If an officer is reassigned to a different schedule mid-year, the addition or deletion of personal business time shall be pro-rated based on the month in which the schedule change is effective. The use of personal business time must be approved by the Chief or his designee upon reasonable notice so the City may schedule without incurring overtime costs. Personal business time may be used in no less than one-half (1/2) hour increments. Unused personal business time cannot be carried over from year to year. Any personal business time not used in the fiscal year will be added to the employee's sick leave accrual.

Section 7.4. Floating Holiday Time. In addition to the holidays listed in Section 7.1, each bargaining unit employee will be granted four (4) hours of floating holiday time to be used during the course of the fiscal year. This floating holiday time must be granted with prior approval of the Chief or his designee. Floating holiday time may be used in no less than four (4) hour increments. Unused floating holiday time shall be converted to sick leave if not used by the end of the fiscal year.

ARTICLE VIII
LEAVE OF ABSENCE

Section 8.1. Discretionary Leaves. The City may grant a leave of absence under this Article to any bargaining unit employee where the Police Chief and City Manager determine there is good and sufficient reason. The Chief and City Manager shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 8.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Chief of Police and it shall be in writing.

Section 8.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. An employee shall immediately notify the Police Chief or his designee if he is required to report for jury duty. If an employee is compensated by the City for performing jury duty, such employee must sign over to the City any check received for performance of such jury duty.

Section 8.4. Leave for Illness, Injury or Disability. (a) In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation), the City may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave if so required by law.

(b) To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report.

Section 8.5. Benefits While on Leave. (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon the employee's return, the City will place the employee in his or her previous job, if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

(b) If, upon expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City.

Section 8.6. Family and Medical Leave Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Family and Medical Leave Act so long as it does not diminish or alter any current statutory benefit.

Section 8.7. Alternate Duty. Per the City of Crystal Lake policy on Alternate Duty, employees who are recuperating from an illness or injury and unable to assume the responsibilities of their regular positions but are able to perform some duties on a restricted basis, may be required to return to work. Department Directors and supervisors will determine if any work is available based upon the restrictions set by the employee's physician. If there is work available, either on a full-time or part-time basis, and the department director wants the employee to perform this work, the employee will be required to perform those duties. The length of time of the restricted duties will not exceed the earliest of the following:

(1) The time limit for restricted work set by the employee's physician;

(2) The length of time to complete the available work; or

(3) Three (3) months; except this time may be extended at the absolute discretion of the Chief and the City Manager.

There is no guarantee that work will be available for employees on restricted duties. The decision for restricted duty work depends solely upon the work being available, the decision of the department director, and the employee's ability to do the work. Preference will be given to employees recuperating from work related illnesses or injuries.

Section 8.8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline.

Section 8.9. Military Leave. Employees required to fulfill a military obligation for training will be granted a leave of absence. Employees with accrued vacation, compensatory time or personal business may use these accrued benefits during their military leave, otherwise, the leave is unpaid. All Military Leave situations will be handled in accordance with applicable state and federal laws.

Section 8.10. Bereavement Leave. The Chief or his designee shall grant leave with pay for funerals and wakes in the immediate family. The immediate family shall be defined to include the employee's spouse, children, parents, spouse's parents, grandparents, siblings, and those persons residing in the employee's household (residence) at time of death. The maximum funeral leave shall be three (3) days. This may be paid as regular time. Should a death occur outside of the immediate family, the employee may request and per the Chief or his designee, be authorized to use as appropriate vacation, compensatory or personal leave.

ARTICLE IX
SICK LEAVE

Section 9.1. Purpose. Sick leave shall be used for the purpose for which it was intended, that being to provide an officer protection against a full day's loss of pay due to a non-work related illness or injury of the officer or in the officer's immediate family (as defined in Section 1.5). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. Sick leave shall be taken in a minimum of one (1) hour increments. Under the 5-2, 5-3 work schedule, use of a full day's sick leave will result in a deduction of eight and one half (8 ½) hours of accrued paid time off. In addition to employee illness, sick leave may be used for medical or dental appointments, illness and the birth of a male employee's child or for the adoption of a male or female employee's child, but not to exceed three (3) days sick leave usage.

Section 9.2. Sick Days Earned. Sick leave will be computed on the basis of 8 hours earned on the first day of each month for a total of 96 hours per year. Sick leave may be accumulated to a maximum of 240 days (1920 hours). If employment begins on or before the tenth day of the month, credit for the month will be allowed. If employment begins after the tenth day of the month, the employee will begin earning credit the first day of the following month. New hires may use sick leave, when necessary, after the first credit for sick leave is accrued.

Section 9.3. Request for Sick Leave. Employees requesting sick leave must call their supervisor or an on-duty supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. Any employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse. Where the employee is absent three (3) consecutive workdays or more due to illness, the employee may be required to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 9.4. Sick Leave Buy Back. For all employees hired prior to August 1, 2015 as listed on Appendix F, upon satisfactory termination of employment, all bargaining unit employees shall receive compensation at fifty percent (50%) of the employee's regular hourly rate of pay for all sick days accumulated but not used to a maximum of one hundred twenty (120) days if such employee has more than 320 hours accumulated in his or her sick leave account at the time of retirement. An employee who uses less than twenty-four (24) hours of sick leave in the one (1) year period between May 1st and April 30th may receive payment for the difference between the twenty-four (24) hours and the amount actually used. The number of hours for which payment is received shall be subtracted from the employee's accumulated sick leave. Employees hired after May 1st are not eligible for this payment in the fiscal year in which they are hired. Employees hired on or after August 1, 2015 shall not be eligible for a sick leave buy back benefit.

ARTICLE X

INSURANCE

Section 10.1. Coverage. The City shall make available to non-retired employees and their dependents substantially similar group health insurance coverage and benefits as that provided to the remaining employees of the City. Further, the City shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee to the extent required by COBRA or pursuant to the applicable provisions of the Police Officer continuation statute (215 ILCS 5/367g). The City reserves the right to change insurance carriers, benefit levels or employee costs, or to self-insure, or to adopt a health maintenance organization or Preferred Provider Organization plan for the provision of health care benefits, so long as the new coverage and benefits are reasonably similar to those provided to the remaining full-time employees of the City.

Section 10.2. Cost Containment. The City strictly reserves its rights to institute cost containment provisions similar to those applicable to most other City employees. Examples of such cost containment provisions include, but are not limited to, the following:

1. hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;

2. authorization for emergency admission must be obtained within 48 hours of the admission or benefits may be reduced;

3. hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;

4. the City may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 10.3. Cost. Subject to the provisions of Section 10.1 above, the City will offer insurance coverage to employees and their dependents with a share in the cost of this coverage

between the employer and employee. The percentage of the cost share may vary over time; however, the cost share for bargaining unit employees would be the same as all other City employees. Should the need for cost sharing exceed 25% for the employee, this section would reference Article XXIX- Entire Agreement.

Section 10.4. Life Insurance. Active employees covered by the health insurance plan also have life insurance paid by the City equal to one (1) year's base salary raised to the next multiple of $1,000 if not already an even $1,000 figure.

Section 10.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 10.6. Continuation of Benefit. When an officer is killed in the line of duty, the City will pay the full costs of premiums for the continuance of the then current health insurance for the benefit of the spouse and minor children of the deceased officer. Said coverage shall continue for the officer's spouse and minor children of the deceased officer as required by applicable state or federal law.

ARTICLE XI
DISABILITY BENEFITS

The City shall retain the right, pursuant to the Illinois Pension Code, 40 ILCS 5/22-301 to 3081, et seq. to establish a compensation system for employees injured or killed in the line of duty. Such system shall supersede any statutory or common law right employees may now have against the City.

ARTICLE XII
UNIFORMS

Section 12.1. Uniform Benefits. The City will provide all initial uniforms and equipment required by the City at no cost to the officer. Beginning with the officer's second year of service with the City, the officer shall be reimbursed for approved clothing purchases up to $600.00 annually, which said amount shall increase to $650 effective May 1, 2020. Members of the department assigned to the investigations division shall be permitted to use their clothing allowance to purchase non-uniform items of clothing required for use in their plainclothes assignment. Members of NIPAS and ILEAS shall receive uniforms and equipment from the City on an "as needed" basis as reasonably determined by the City. Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

Section 12.2. Vest Procurement. The City shall provide vests of a type and quality to include gender specific, determined appropriate by the City to all employees hired after May 1, 1999 as part of their initial uniform issue. The City may require that such vests will be worn under circumstances deemed appropriate by the Chief. The City will replace vests as indicated in its vest replacement schedule. When an officer's vest requires replacement, the cost of the vest will be covered by the City. All vests must be worn when performing police operational duties and should be cared for as instructed by the Chief or his designee.

Section 12.3. Uniform Procurement. Only department approved uniforms, clothing or equipment may be purchased from the uniform allowance fund. Uniforms as approved may be purchased through such vendor that may be approved by the department.

ARTICLE XIII
SECONDARY EMPLOYMENT

Section 13.1. Secondary Employment (Off-Duty). Employees considering employment in addition to work with the City must receive written approval from the Police Chief prior to beginning work to assure that the employee's secondary employment is in full compliance with the following guidelines:

(a) the secondary employment must not be a conflict of interest with the City employment;

(b) secondary employment must be scheduled outside of work time with the City including scheduled and unscheduled overtime;

(c) secondary employment may not infringe upon City work time including lack of energy on the job and interruptions concerning secondary employment including telephone calls and visitors;

(d) secondary employment may not require the officer to wear a City uniform, or to possess a firearm;

(e) secondary employment must also be in compliance with all portions of the Police Department's General Order, as such Order may be modified from time to time, relating to secondary employment and consist of employment of a non-police nature in which vested police powers are not a condition of employment.

Failure to comply with this procedure may result in being requested to terminate secondary employment and/or result in disciplinary action.

ARTICLE XIV
EDUCATIONAL BENEFITS

Section 14.1. On-Duty Training. Officers assigned to training sessions (other than basic law enforcement training) away from the police department, will be permitted to use a city car if the Chief or his designee determines a vehicle is available. If no vehicle is available, he shall be

paid the prevailing mileage rate for the use of his own vehicle. The officer will be compensated at his hourly rate only for the number of hours the class is in session, including meals and rest period.

Section 14.2. Scheduling of On-Duty Training. Time permitting; police officers assigned to in-house training shall be given reasonable advance notice of such training. When training outside the Department is scheduled for officers covered herein, said officers shall be given as much notice as reasonably possible as the City receives notice from the training facility and decides that such training would be appropriate.

Section 14.3. Educational Reimbursement. The City promotes the education of its employees to improve the efficiency and effectiveness of City services. All employee requests for tuition reimbursement shall be subject to the availability of budgeted funds. In order to be considered for tuition reimbursement, the applicant must provide evidence of application for any applicable scholarships for the current year. The employee's course or degree program requirements, including instruction time and/or coursework, shall not be pursued during work hours and is purely voluntary. The employee's hours spent attending such course or degree program requirements shall not constitute hours worked for the purpose of calculating compensation due the employee even if the courses are job related. For employees governed by a collective bargaining agreement, where sections of this directive conflict with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Eligibility Requirements

Only regular full-time employees, who have completed their probationary period and achieved at least a "meets expectation" in their most recent performance evaluation, are eligible to request tuition reimbursement assistance.

Courses must be by distance education courses or classroom attendance. An accredited educational institution shall provide the course work.

Employees are eligible to request tuition reimbursement for the following academic instruction: high school (not applicable to Fire Rescue or Police sworn positions), vocational, Associates degree/courses, undergraduate degree/courses and graduate degree/courses.

Procedure for Evaluation of Tuition Reimbursement Requests

Employee requests for approval must be made in writing, on the "Employee Request for Approval of Tuition Reimbursement for Course or Degree Program" form (*2007-42 Training Forms / Directive Forms*). Request to pursue a degree program must be made no later than September 30th prior to the next fiscal year (May 1st). Request to pursue an individual class, not related to a degree program, must be made at least 30 days prior to the class. All training and educational activities shall be prioritized according to department needs and available and budgeted funds. The department director shall consult with the Director of Human Resources on the employee request. Prior to beginning coursework, the employee shall complete the "Voluntary Course Attendance Agreement," (*2007-42 Training Forms / Directive Forms*).

The following guidelines will be examined in relation to each request for tuition reimbursement, and guide whether the employee request will be approved:

The immediate benefit that the course would provide to the employee, and the immediate effect that it would have on the employee's job performance. Individual non-degree courses will be approved on a case-by-case basis as to their relevance to the enhancement of the employee's current position. Degree programs must be required or directly related to the employee's current position.

The recommendation of the employee's department director in regard to the request for tuition reimbursement and the employees overall educational pursuits.

Whether or not the course for which tuition reimbursement is being requested is to be taken as part of a program leading to a college degree that is related to the employee's position and responsibilities.

- The cost of the tuition for the course
- The availability of budgeted funds.
- Employee's individual work record.
- Tuition Reimbursement Criteria

The following criteria shall guide the approval of reimbursement for academic instruction: The maximum reimbursement schedule for reimbursement shall be three thousand three hundred dollars ($3,300) per fiscal year, or less depending on budgeted available funds. Employees pursuing academic instruction will be eligible for reimbursement of tuition, not including books and fees.

Only courses taken at an accredited state or private college/university will be eligible for reimbursement. Courses towards certification through continued education units (C.E.U.'s), i.e. non-credit courses, are not eligible for reimbursement. Expenses toward successfully completing a College Level Examination Program (CLEP) are eligible for reimbursement, but shall count toward the maximum reimbursement.

Reimbursement shall be disbursed based on the following grade criteria:

Grade	Reimbursement
A	100%
B	75%
C	50%
D or less	0%

*For pass/fail classes, the City shall pay 100% for "Pass" and 0% for "Fail". If employee chooses a pass/fail option when the course may be taken for a grade, the City shall pay 50% for "Pass" and 0% for "Fail".

The acceptance of reimbursement by the employee acknowledges that the employee has not received payment from any other financial assistance program, not including student loans. If other financial assistance is available to the employee, the City will reimburse only the remaining eligible expense. Reimbursement above a specific annual amount established by the IRS will be included in your taxable income.

Prior to receiving tuition reimbursement, the employee shall make a good faith effort to receive scholarship funds to offset tuition.

Tuition reimbursement does not include mileage, fees, lodging, books and special materials such as computer related items or incidental expenses.

Seminars, workshops and other short-term training directly related to current department needs are not covered under this tuition reimbursement directive.

Tuition Reimbursement Procedure

Submit to the Department Director, following the class:

A completed "Statement of Educational Expenses" (*2007-42 Training Forms / Directives Forms*),

Receipts for all expenses for which reimbursement is requested; and,

Verification of the grade received in the course.

Submit to the Department Director, the executed "Agreement for Repayment of Educational Expenses" (*2007-42 Training Forms / Directives Forms*), and agree to continue employment with the City for at least two (2) years following completion of the last course(s) or degree requirement, or repay per the following:

Time employed from and after last Course or Degree requirement	*Amount to be refunded to City by the employee*
Less than 12 months:	100%*
12 months to 18 months:	50%*
18 months to 24 months:	25%*

*Employees in a degree program shall refund to the City the tuition percentage of the entire degree program from the date of program initiation to the last day of employment, not just the last class taken.

The Department Director shall submit this information to the Director of Human Resources for review and the City Manager for final approval.

Section 14.4. Travel and Meeting Expense Allowances. Members of the bargaining unit who desire to attend a professional conference or training seminar shall request permission, in writing, from the Chief. The Chief may grant or deny such request, as he solely deems appropriate. Any police officer attending a conference, meeting, seminar or convention who is reimbursed in whole or in part by the City, or who attends in a paid status, is expected to conduct himself or herself in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours.

Any police officer attending any conference, meeting, seminar or convention and being reimbursed by the City must submit paid receipts for reimbursable expenses. The City will not reimburse expenses which are not documented or which are considered by the City to be unreasonable. Officers who have been authorized to attend such professional conferences, training seminars or other authorized educational meetings shall be reimbursed for all reasonable pre-approved meal, lodging, and travel costs during training upon presentation of appropriate receipts to the City.

Section 14.5. Training. For assigned training classes outside of an employee's normal commuting time, travel time will be considered compensable hours. Provided, however, if an employee is dismissed from a scheduled eight (8) hour training class early, any compensation for travel time will be adjusted accordingly to account for the time of early dismissal (e.g. if an employee who would be entitled to 30 minutes of travel time under this section is released from class 30 minutes early, then no travel time compensation would be due).

ARTICLE XV
REIMBURSEMENT OF TRAINING EXPENSES

Section 15.1. If an employee voluntarily leaves the employment of the City during his first three (3) years of employment, the City may require such employee to reimburse the City for all costs and expenses of training received by the employee during his employment with the City, including the costs associated with attendance at the Police Academy. This Section shall not apply to employees who retire from employment with the City in good standing and in accordance with the terms and provisions of the Police Pension Act or whose employment is terminated by the City. Employees hired by the City after the effective date of this Agreement will be advised of the requirements of this Article XV, Reimbursement of Training Expenses, before they receive training which may be subject to such reimbursement.

ARTICLE XVI
WAGES

Section 16.1. Wage Scale. Retroactive to May 1, 2022 to and through April 30, 2025, employees covered by this Agreement at the time of execution shall be paid pursuant to the wage schedules that are attached hereto and incorporated herein as Appendices A through C. The May 1, 2022 adjustment shall be retroactive for all hours paid to members currently employed and members who have terminated in good standing.

Any wage payment for hours worked prior to the signing of this agreement will be governed by Section 16.1.

Section 16.2. Step Placement. The attached wage schedule will apply, in terms of years of service, to employees employed on the date this Agreement is executed.

After May 1st of each year covered by this Agreement, employees will be eligible to move from one step to the next, on their anniversary date of hire (based upon the employee's most recent date of beginning continuous full-time employment in a bargaining unit position), provided the employee has received a "satisfactory/ meets expectations" or better evaluation by the City for work performed during the prior year. Step movement will not be automatic; step increases shall, if awarded, be contained in the employee's paycheck closest to the employee's anniversary date. Step movement may only be withheld if notice of unsatisfactory performance evaluation is provided ten (10) days prior to the employee's anniversary date.

The City's evaluation and compensation decisions applicable to employees in all Steps are subject to the grievance procedure.

The City, at its sole discretion, may determine the pay rate for newly hired employees. If in the exercise of that discretion the City determines that a newly hired employee shall be compensated at a rate higher than the beginning pay rate, it may do so.

The parties agree that the step increases called for in this Agreement shall be considered part of each year's wage increase for costing and comparison purposes.

Section 16.3. Longevity. Employees with 20 years of service as a sworn Police Officer with the City of Crystal Lake Police Department shall be granted an annual Longevity Payment of $1000 in the fourth quarter of the calendar year starting in the year in which he/she completes 20 years of service or in the case of a retiring employee with more than 20 or more years of service, on his/her date of retirement. This payment will be granted in a lump sum fashion to the employee.

Section 16.4 Stipends. Employees who have been designated as certified Field Training Officers (FTO) or certified Police Training Officers (PTO) shall receive an additional one and one half hour (1 ½) of pay at the straight time rate for each day they are assigned to seven (7) or more hours of recruit training.

For purposes of this section, "recruit" will be defined as a probationary police officer.

Section 16.5 Canine Officer. In the event the City, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as Appendix D, and incorporated herein by reference. Nothing herein shall obligate the City to create or maintain such a program.

ARTICLE XVII
EMPLOYEE WELLNESS AND FITNESS

Section 17.1. Physical Fitness Requirements. All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the City may establish reasonable physical fitness standards for all employees.

Section 17.2. Fitness Examinations. If there is any reasonable question for any reason concerning an employee's fitness for duty, or fitness to return to duty, the City may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid for by the City.

ARTICLE XVIII
EMPLOYEE ALCOHOL AND DRUG TESTING

Section 18.1. Statement of Policy. It is the policy of the City of Crystal Lake that the public has the absolute right to expect persons employed by the City in its Police Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Police Department.

Section 18.2. Prohibitions. Officers shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business, except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Section 18.3. Drug And Alcohol Testing Permitted. Where the City has reasonable suspicion to believe that: (a) an officer is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The City may also require an officer to suspicionless alcohol or drug testing to the extent permitted by Constitutional law.
If the City were to conduct suspicionless testing, no fewer than four (4) officers will be selected for a random sample. Employees may be subjected to suspicionless testing no more than one (1) time per year unless otherwise specified in this Agreement. The foregoing shall not limit the right of the City to conduct any tests it may deem appropriate for persons working in a narcotics

assignment or those seeking employment as police officers prior to their date of hire, or upon promotion or reassignment to another position within the Department.

Section 18.4. Order To Submit To Testing. Within forty-eight (48) hours of the time the officer is ordered to testing authorized by this Agreement, the City shall provide the officer with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess. Employees ordered to submit to reasonable suspicion testing must, prior to the drug test, report to their supervisor, upon request, the use of any test-altering agents. The officer will have the option to complete a substance disclosure form that would disclose any prescribed or non-prescription medications, herbal supplements or other substances that the employee may have ingested to present to the testing agency.

Section 18.5. Test To Be Conducted. In conducting the testing authorized by this Agreement, the City shall:

(a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed Breathalyzer operator who is not a member of the bargaining unit.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) If a blood, hair, or urine test, collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.

(d) Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any blood, hair or urine sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas

chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the officer tested with an opportunity to have the additional blood or urine sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the City within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the City that a blood, hair or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the officer's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the City from attempting to show that test results between .010 and .020 demonstrate that the officer was under the influence, but the City shall bear the burden of proof in such cases).

(i) Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results.

(j) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 18.6. Right To Contest. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Chapter and/or the officer, with or without the Chapter, shall have the right to

file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the officer.

Section 18.7. Voluntary Request For Assistance. The City shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem not involving or related to criminal activity, other than the City may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) The officer was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.

(b) The officer agreeing to appropriate treatment as determined by the physician(s) involved.

(c) The officer discontinues his use of illegal drugs or abuse of alcohol.

(d) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months.

(e) The officer agrees to submit to suspicionless testing during hours of work during the period of "aftercare."

Officers who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 19.1. Definition. It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a "grievance" is any dispute or difference of opinion raised by an employee or the Chapter against the Employer involving an alleged violation or misapplication of an express provision of this Agreement shall be subject to review under the grievance procedure. Any time period provided under the steps in the grievance procedure may be extended by mutual agreement of the parties.

Section 19.2. Procedure. A grievance filed against the Employer shall be processed in the following manner:

STEP 1: Any employee who has a grievance, or the Chapter if a Chapter grievance, shall submit the grievance in writing to the appropriate sergeant specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee or the Chapter, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The sergeant shall render a written response to the grievance within ten (10) business days after the grievance is received by the sergeant.

STEP 2: If the grievance is not settled at Step 1 and the employee, or the Chapter if a Chapter grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police within seven (7) business days

after receipt of the City's answer in Step 1 or within seven (7) business days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step of the grievance procedure. The Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days with the grievant or the Chapter representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief or his designee shall provide a written answer to the grievant, or to the Chapter if a Chapter grievance, within ten (10) business days following receipt of the grievance by the Chief or his designee.

STEP 3: If the grievance is not settled at Step 2 and the employee, or the Chapter if a Chapter grievance, desires to appeal, it shall be referred by the employee or the Chapter in writing to the City Manager or his designee within seven (7) business days after receipt of the Police Chief's answer in Step 2. Thereafter, the Manager or his designee and such other representatives of the City as are desired by the Manager or his designee, shall meet with the grievant, the Chapter's representative and an outside, non-employee representative of the Chapter if desired by the grievant, within fifteen (15) business days of receipt of the employee's or the Chapter's appeal, if practicable. If no agreement is reached, the Manager or his designee shall submit a written answer to the employee, or the Chapter if a Chapter grievance, within twenty (20) business days of the receipt of the grievance by the Manager or his designee. Grievances regarding discipline will begin at this Step.

Section 19.3. Arbitration. If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter may advance the grievance to arbitration by making a written demand for arbitration to the City Manager within twenty (20) business days of receipt of the City's written answer as provided to the Chapter at Step 3:

a. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators who are all members of the National Academy of Arbitrators residing in the State of Illinois. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the City and the Chapter shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

b. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and City representatives.

c. The City and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Chapter retain the right to employ legal counsel.

d. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

e. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 19.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at Step 1 (or at Step 3 in the case of discipline). The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this Section shall be binding upon the Chapter and employees covered by this Agreement, and upon the City.

Section 19.5. Time Limit For Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee, through the use

of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the City. If a grievance is not presented by the employee or the Chapter within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Chapter. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered withdrawn. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Chapter may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 19.6. Time Off. The grievant and one Chapter representative, or a Chapter representative if a Chapter grievance, shall be given paid time off to participate in the Step 3 meeting if the meeting is conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE XX
NON-DISCRIMINATION

Section 20.1. Non-Discrimination. In accordance with applicable law, both the City and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, sexual orientation, national origin, political affiliation and/or beliefs, mental and/or physical handicaps and Chapter activities. An alleged violation of this Section may be pursued through Step 3 of the grievance procedure and no further.

Section 20.2. Chapter Activity. The City and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in the Chapter. An

alleged violation of this Section may be pursued through Step 3 of the grievance procedure and no further.

Section 20.3. Americans With Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans With Disabilities Act, so long as it does not diminish or alter any current statutory benefit.

ARTICLE XXI
DISCIPLINE

Section 21.1. Policy of Progressive Discipline. It is the intention of the Police Department to develop and coach our employees to be successful, effective professionals. However at times, despite coaching and training efforts, it may be most appropriate to encourage behavioral change through disciplinary action. The Police Department, in a written notice from the office of the Chief of Police, may take, among others, any of the following disciplinary actions against a bargaining unit member who has violated the rules and regulations of the department:

a. oral reprimand;

b. written reprimand;

c. suspension without pay for a period not to exceed sixty (60) days;

d. termination of employment.

Section 21.2. Oral and Written Reprimand. In cases of an oral or written reprimand or corrective interview report, notation of such reprimand or report shall become a part of the employee's personnel file and a copy given to the employee. Nothing herein shall preclude an employee from submitting written response to an oral or written reprimand, which such response shall be filed with the reprimand.

Section 21.3. Removal of Records. Removal of written reprimands will be allowed only at the written request of the affected employee following the guidelines below. The request for removal of written reprimand must be presented to the Chief or his designees, approved by the Chief or his designee and sent to the Human Resources Director for removal of the record to occur.

Verbal counseling or verbal reprimand, if sent to the personnel file, may be requested for removal after one (1) year with no additional counseling or discipline of any nature.

Written reprimand for an administrative rule violation with no direct life-safety impact, may be requested for removal after two (2) years with no additional counseling or discipline of any nature.

Written reprimands for violations with life-safety impact, suspensions, demotions, etc., shall remain in the employee's file.

Section 21.4. Personnel File Records Act. The City agrees to abide by the lawful requirements of the "Access to Personnel Records Act," 820 ILCS 40/0.01, et seq. of the Illinois Revised Statutes. Any alleged violation of this Section shall only be subject to review under the first three steps of the grievance procedure and no further.

Section 21.5. Pre-disciplinary Meeting. Prior to imposing any unpaid suspension or termination of a non-probationary employee, the Police Chief, or in his absence the Chief's designee, will offer to meet with such employee. The employee will be allowed Union representation at such meeting, if requested. Prior to said meeting, the employee will be provided with a copy of a written description of the infractions such employee has allegedly committed. The employee and/or the Union will be allowed the opportunity to offer exculpatory facts or mitigating factors during said meeting.

ARTICLE XXII
INVESTIGATIONS CONCERNING OFFICERS

The City agrees to abide by the lawful requirements of the Illinois Compiled Statutes, 50 ILCS 725/1 et seq. Any alleged violation of this Article shall only be subject to review under the first three steps of the grievance procedure and no further.

ARTICLE XXIII
LAYOFF AND RECALL

Section 23.1. Layoff. The City in its absolute discretion shall determine when and whether layoffs are necessary. If the City so determines that these conditions exist, employees covered by this Agreement will be laid off in rank in accordance with their length of service with the City as provided in Ill. Rev. Stat., chapter 24, § 10-2.1-18. Absent emergency, all officers shall receive notice in writing of a layoff at least seven (7) days in advance of the effective date of such layoff(s). While on layoff status, employees do not accrue, are not eligible to receive, nor are they entitled to City benefits. Time off on layoff status shall not be counted toward years of service.

Section 23.2. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee

with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE XXIV
NO STRIKE/NO LOCKOUT

Section 24.1. No Strike. Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, organized interference or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 24.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 24.3. Judicial Restraint. Nothing contained herein shall preclude the City or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 24.4. Discipline of Strikers. Any employee who violates the provisions of Section 24.1 of this Article shall be subject to disciplinary action and statutory penalties. Any action taken by the Employer against any employee who participates in any action prohibited by Section 24.1

above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

ARTICLE XXV
MAINTENANCE OF ECONOMIC BENEFITS

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Chapter becomes aware of such a change and has not received notification from the City, the Chapter must notify the City within fourteen (14) days of the date the Chapter became aware of such change and request discussions or such inaction shall act as a waiver of the right to such discussions by the Chapter. If no agreement is reached within thirty (30) calendar days after discussions begin, the Chapter shall have the right to defer the dispute over the change to arbitration as set forth in Section 1614 of the Illinois Public Labor Relations Act; the parties agree that the City shall have the right to temporarily implement the change during the period of such bargaining or arbitration.

ARTICLE XXVI
UNION SOLICITATION

While the City of Crystal Lake acknowledges that the chapter may be conducting solicitation of merchants, residents or citizens, the bargaining unit members covered by this agreement agree that none of them will solicit any person or entity for contributions or appear to so solicit any person on behalf of the Crystal Lake Police Department or the City of Crystal Lake.

Bargaining unit members agree that the City name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by

bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Crystal Lake Police Department" in its name or describe itself as the "City of Crystal Lake". The bargaining unit members shall have the right to explain to the public, if necessary that they are members of an organization providing collective bargaining and legal defense benefits to all patrol-rank police officers employed by the City.

The foregoing shall not be construed as a prohibition of other lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This agreement does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE XXVII
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVIII
ENTIRE AGREEMENT

Section 28.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed

in this Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article III. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

Section 28.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Chapter's membership and then the City's elected officials and signed by authorized representatives thereof, and may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE XXIX
TERMINATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than ninety (90) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed. The party wishing to terminate shall give at least ten (10) days' notice to the other party and such termination date shall not be prior to April 30, 2025. Executed this _____ day of

_____, 2022, after receiving official approval by the Mayor and City Council and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF POLICE, CHAPTER #177:

Keith R. George, President

METROPOLITAN ALLIANCE OF POLICE, CHAPTER #177

Jeffrey Mattson, President M.A.P. Chapter #177

CITY OF CRYSTAL LAKE:

APPENDIX A

WAGE SCHEDULE
May 1, 2022 – April 30, 2023 (3.0%)

Step	Hourly	Annual
1	$33.78	$70,262.40
2	$35.74	$74,339.20
3	$37.74	$78,499.20
4	$ 39.70	$82,576.00
5	$41.65	$86,632.00
6	$43.63	$90,750.40
7	$52.05	$108,264.00

APPENDIX B

WAGE SCHEDULE
May 1, 2023 – April 30, 2024 (3.25%)

Step	Hourly	Annual
1	$34.88	$72,550.40
2	$ 36.90	$76,752.00
3	$38.97	$81,057.60
4	$40.99	$85,259.20
5	$43.00	$89,440.00
6	$45.05	$93,704.00
7	$53.74	$111,779.20

APPENDIX C

WAGE SCHEDULE
May 1, 2024 – April 30, 2025 (3.5%)

Step	Hourly	Annual
1	$36.10	$75,088.00
2	$38.19	$79,435.20
3	$40.33	$83,886.40
4	$42.42	$88,233.60
5	$44.51	$92,580.80
6	$46.63	$96,990.40
7	$55.62	$115,689.60

APPENDIX D
Canine Officer Agreement

The canine officer shall perform and log on his/her daily log the following duties relative to his/her assigned canine during the course of his/her duty shift:

- Exercise and Grooming
- Feeding (one meal)
- Training
- Veterinarian routine checkups and shots
- Procuring food and supplies

The officer shall be granted four (4) hours of compensatory time per week for the following at home outside work activities with his/her assigned canine:

- Cleaning the canine's kennel or other place where the canine is kept, and cleaning up after the canine.
- Feeding (one meal for on-duty days and 2 meals on off-duty days)
- Exercise on off-duty days
- Emergency trips to the Veterinarian

These functions are also logged on a daily log. If the off-duty at-home canine care activities exceed the hours per week allowance, for any week, the officer shall submit via the daily log identifying the additional activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week in order to receive any further compensation.

_____ _____

Officer Date

_____ _____

Chief of Police Date

APPENDIX E

Sick Leave Buy Back Employee Eligibility List

The following bargaining unit employees shall be eligible for the sick leave buy back benefit described in Section 9.4 of the Agreement:

BADGE	OFFICER	DATE of APPOINTMENT
105	Dimitrios Boulahanis	01/03/2000
126	Brian Burr	09/08/1997
125	Jason Duncan	09/24/2001
163	David Eitel	11/04/2013
117	Thomas Jacobi	09/24/1999
159	Krzysztof Krol	07/05/2005
124	Kurt Majzner	01/08/1996
131	Michael Maloney	03/17/2014
153	Jeffrey R. Mattson	11/05/2001
146	Dennis Meyer	11/27/2000
166	Zachary Morse	12/22/2008
140	Adam Munaretto	12/27/2000
158	Brian Rossow	07/02/2007
169	Christopher Sanders	09/20/2010
160	Kimberley Shipbaugh	09/06/2005
128	Algirdas Sindaravicius	12/15/2014
143	Eric Stopka	09/08/1997

164	Scott Torkelson	10/27/2008
133	Lisa Tietz	09/15/2008
168	Ingrid Pinto	09/14/2009
162	Dominika Wawrzyniak	12/04/2006
141	Russell Will	09/05/1995

SIDE LETTER OF AGREEMENT
DRUG AND ALCOHOL TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of Crystal Lake ("City"), the Metropolitan Alliance of Police Chapter # 177, referred to herein as the "Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City's Policy regarding "Officer Involved Shooting and Deaths" including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary

action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant, unless the officer otherwise consents. This does not limit the City's right to obtain test results via other available legal process.

Metropolitan Alliance of Police Chapter 177

By: _____

Date: 4/22/22

City of Crystal Lake, Illinois

By: _____

Date: _____

AMENDED SIDE LETTER OF AGREEMENT

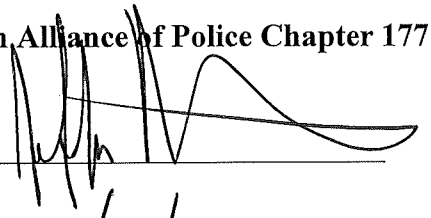
In light of the current public health crisis, the parties have determined that an amendment to their collective bargaining agreement (CBA) is appropriate, to provide supplemental sick leave to newly hired employees. The City of Crystal Lake (City), the Metropolitan Alliance of Police Chapter # 177, Union) hereby agree as follows:

1. Retroactive to October 3, 2021, the City will provide newly hired employees with paid sick leave upon hire, in such amount as the City deems appropriate. Such grant of sick leave shall be in addition to the sick leave accrual provided under Section 9.2 of the CBA, but such use of such sick leave shall otherwise be subject to the applicable provisions of Article IX (Sick Leave) of the CBA.

2. The parties further agree that in the future, the City may adjust or modify the supplemental sick leave benefit for new hires described above, as circumstances change. Nothing herein shall affect sick leave accrual under Section 19.2 of the CBA.

3. This Amended Side Letter shall be effective upon execution and expire on April 30, 2025..

AGREED:

Metropolitan Alliance of Police Chapter 177	**City of Crystal Lake, Illinois**
By: 	By:_____
Date: 4/27/22	Date:_____

Agenda Item No: 24

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Ordinance Setting the Public Hearing Date and Approving the Public Notice for the Water's Edge Tax Increment Financing Redevelopment Project Area

Staff Recommendation: Motion to adopt an Ordinance setting the Public Hearing date for Tuesday, June 21, 2022 and approving the public notice for the Water's Edge Tax Increment Financing Redevelopment Project Area.

Staff Contact: Kathryn Cowlin, Director of Community Development

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Background:
The City of Crystal Lake is considering the adoption of a Tax Increment Financing District (TIF District) for the redevelopment of the former Crystal Court Shopping Center. In order to consider such adoption, the City must adopt an ordinance setting the public hearing date and approving the public notice for the public hearing.

The Project Area includes properties previously known as the Crystal Court Shopping Center, and properties along Liberty Road east of Crystal Point Drive, inclusive of the rights of way that these properties front.

Votes Required to Pass: Simple majority vote.

Ord. No. ……

File No. ….

The City of Crystal Lake Illinois

AN ORDINANCE TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING FOR THE WATER'S EDGE TAX INCREMENT FINANCE REDEVELOPMENT PROJECT AREA

WHEREAS, the City of Crystal Lake (the "*City*") is an Illinois home-rule municipal corporation and is reviewing the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq*. (the "*Act*"), for purposes of designating the Water's Edge Tax Increment Redevelopment Project Area; and

WHEREAS, pursuant to the Act, the City is required to adopt an ordinance fixing the time and place for a public hearing on the proposed Water's Edge Tax Increment Tax Increment Financing Redevelopment Plan and Program; and

WHEREAS, the City desires to adopt this Ordinance to comply with the Act's requirements.

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

Draft

Section 1. The above recitals and all exhibits attached to this Ordinance are incorporated herein and made a part hereof.

Section 2. It is necessary and in the best interests of the City that a public hearing be held prior to the consideration of the adoption by the Mayor and City Council of the City (the "*Corporate Authorities*") of an ordinance or ordinances approving the Water's Edge Tax Increment Redevelopment Plan and Program (the "*Plan and Program* "), designating the proposed Water's Edge Redevelopment Project Area (the "*Project Area*") and adopting tax increment allocation financing, and accordingly, it is necessary that a date for such public hearing be established and notice thereof be given, all in accordance with the provisions of the Act.

Section 3. The Project Area includes properties previously known as the Crystal Court Shopping Center, and properties along Liberty Road east of Crystal Point Drive, inclusive of the rights of way that these properties front, all as depicted on Exhibit A.

Section 4. It is hereby determined that a public hearing (the "*Hearing*") on the proposed Water's Edge Tax Increment Finance Redevelopment Plan and Program for the proposed Project Area, described in Section 3, above, shall be held on Tuesday, June 21, 2022, at 7:00 p.m., at Crystal Lake City Hall, 100 W. Woodstock Street, Crystal Lake, Illinois (the "*City Hall*"). If a disaster proclamation issued by the Governor of Illinois is in place at the time of the Hearing which prevents the conduct of such Hearing in person at the City Hall, the City may choose to hold the Hearing as a remotely accessible teleconference meeting in accordance with applicable law and as will be set forth in the agenda for the June 21, 2022 meeting of the Corporate Authorities.

Draft

Section 5. Within a reasonable time after the adoption of this Ordinance, the Redevelopment Plan and Program along with the name of the contact person at the City shall be sent to the affected taxing districts by certified mail.

Section 6. Notice of the Hearing is hereby authorized to be given by publication and mailing, said notice by publication to be given at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Hearing in the *Northwest Herald*, being a newspaper of general circulation within the taxing districts in the Project Area, and notice by mailing to be given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Project Area, and to each residential address located with the Project Area, not less than ten (10) days prior to the date set for the Hearing. In the event taxes for the last preceding year were not paid, notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as owner(s) of such property.

Section 7. Notice of the Hearing is hereby directed to be in substantially the following form:

NOTICE OF PUBLIC HEARING

CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS, PROPOSED APPROVAL OF THE WATER'S EDGE TAX INCREMENT REDEVELOPMENT PROJECT AND AREA

Notice is hereby given that on the 21st day of June, 2022 at 7:00 p.m., at City of Crystal Lake City Hall, 100 W. Woodstock Street, Crystal Lake, Illinois ("*City Hall*"), a public hearing (the "*Hearing*") will be held to consider the approval of the proposed Water's Edge Tax Increment Redevelopment Plan and Program (the "*Plan and Program*"), the designation of the Water's Edge Tax Increment Redevelopment Project Area (the "*Project Area*") and the adoption of tax increment

Draft

financing therefor. The Project Area consists of the territory generally described as follows:

Approximately 49 acres of developed and undeveloped parcels fronting on IL Rt. 14, Northwest Highway, known as the Crystal Court shopping center and additional parcels fronting on Liberty Road, within Algonquin Township. The Project Area is further described as:

> Commencing at the southeast corner of Lot 3 in Crystal Court Subdivision, being a part of the north half of the northwest Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat recorded on May 25, 1989 as Document Number 89R016170 and re-recorded as August 3, 1989 as Document Number 89R024953, thence westerly to the southwest corner of Lot 9 in Farmstead Subdivision according to the plat recorded on April 24, 1978 as Document Number 730083, thence northernly 175 feet to a point that is 25 feet northernly of the northeast corner of said Lot 9 of the Farmstead Subdivision, thence east 627.04 feet to a point that is 25 feet northernly of the southeast corner of Lot 7 in Farmstead Subdivision, thence north 413.4 feet to the northern right-of-way line of Liberty Road, thence west approximately 284 feet to the western right-of-way line of Crystal Point Drive, thence northeast along said edge of right-of-way to the intersection of the western right-of-way line of Crystal Point Drive and the south right-of-way line of Heritage Drive, thence southeast approximately 64 feet to the northwest corner of Lot 5 in Farmstead Subdivision, thence east 414.19 feet to a point on the western line of Lot 6 in Crystal Court Subdivision, thence north approximately 74 feet to the corner of said Lot 6, thence east 286.37 feet to the west right-of-way line of Liberty Road, thence north along the west right-of-way line of Liberty Road to the north right-of-way line of Illinois Route 14/Northwest Highway, thence east along the north right-of-way line of Illinois Route 14 approximately 1,027 feet to the southwest corner of Lot 9 in Bohl Farm Marketplace Subdivision according to the plat recorded on June 5, 1998 as Document Number 98R35196, thence south approximately 1,370 feet to the point of beginning, all in McHenry County, Illinois.

The Plan and Program objectives are to eliminate or prevent blighting conditions, to enhance the real estate and sales tax base of the City and other affected taxing districts by encouraging private investment in commercial development within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq*. (the "*Act*"). The City may issue obligations relating to the financing of project costs in accordance with the Plan and Program, which obligations may also be secured by the special tax allocation fund and other

Draft

available funds, if any, as now or hereafter permitted by law, and which also may be secured by the full faith and credit of the City.

At the Hearing, approval of the Plan and Program, designation of the Project Area, and the adoption of tax increment allocation financing for the Project Area will be considered. The Draft Plan and Program is on file and available for public inspection at the office of the City Clerk at City Hall.

Pursuant to the proposed Plan and Program, the City proposes to facilitate redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs, which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, and interest costs, all as authorized under the Act. The Plan and Program proposes to provide assistance by paying or reimbursing costs redevelopment project costs (as defined in the Act), including without limitation costs related to site assembly, analysis, professional services and administrative activities, public improvements and facilities, including new streets, water, sewer, street lighting, and landscaping improvements, capital costs incurred by a taxing district as a direct result of a redevelopment project and the payment of financing and interest costs, pursuant to one or more redevelopment agreements.

Tax increment financing is a public financing tool that does not raise property taxes but is used to assist economic development projects by capturing the projected increase in the property tax revenue stream to be created by the increase of the assessed value of the development or development area and investing those funds in improvements associated with the project.

At the Hearing, all interested persons or affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Plan and Program, designation of the Project Area, and adoption of tax increment allocation financing therefor.

The Hearing may be continued or adjourned by the Mayor and City Council of the City without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent reconvening of the Hearing.

For additional information about the proposed Plan and Program and to file comments or suggestions prior to the hearing contact the Director of Community Development, Kathryn Cowlin, City of Crystal Lake, City Hall, 100 W. Woodstock St. Crystal Lake, Illinois 60014.

By Order of the Mayor and City Council of the City of Crystal Lake this 3rd day of May 2022.

_____

City Clerk

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Section 8. The above notice is hereby directed to be given by mail, not less than forty-five (45) days prior to the date set for the Hearing, to all taxing districts of which taxable property is included in the proposed Project Area and to the Illinois Department of Commerce and Economic Opportunity ("*DCEO*"). Notice shall include an invitation to each taxing district and DCEO to submit written comments to the City, in care of the City Clerk at the City Hall concerning the subject matter of the Hearing prior to the date of the Hearing.

Section 9. It is hereby ordered that a Joint Review Board (the "*JRB*") shall be convened on the 18th of May, 2022 at 10:00 a.m., at the City Hall [or, if a disaster proclamation issued by the Governor of Illinois is in place at the time of the JRB meeting that prevents the conduct of such meeting in person at the City Hall, the City may choose to hold the JRB meeting as a remotely accessible teleconference meeting in accordance with applicable law and as will be set forth in the agenda for the May 18, 2022 JRB meeting to be issued by the City], which date is not sooner than fourteen (14) days nor later than twenty-eight (28) days following the notice to be given to all taxing districts, as provided in Section 8 above, to review the public record, planning documents and the proposed ordinances approving the Plan and Program. The JRB shall consist of representatives of the taxing districts as set forth in the Act; for the City, Kathryn Cowlin, Director of Community Development is hereby appointed as its representative on the JRB, and Diana Kenney is hereby appointed to serve as a public member of the JRB. The members of the JRB shall act in accordance with the applicable provisions of the Act, and the City staff shall cause an agenda for the JRB meeting to be prepared and posted as required by the TIF Act and the Open Meetings Act.

Draft

Section 10. The document entitled *the Water's Edge Tax Increment Tax Increment Financing District Redevelopment Plan and Program* has been available for inspection and review commencing the 20th day of April, 2022, which is more than 10 days prior to the adoption of this Ordinance at the office of the City Clerk at the City Hall, during regular office hours.

Section 11. An interested parties' registry has been created for the proposed Project Area. The Corporate Authorities have authorized and directed the City Clerk to maintain the registry for the proposed Project Area. The registration rules for the registry have been approved by the Corporate Authorities and are available from the City Clerk. Notice of the establishment of an interested parties' registry which entitles all registrants to receive information on activities related to the proposed designation of a redevelopment project area and the preparation of a Redevelopment Plan and Program has previously been published, which notice is hereby ratified.

Section 12. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 13. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 14. This Ordinance shall be in full force and effect immediately upon its passage.

Passed this 3rd day of May, 2022, pursuant to a roll call vote as follows:

AYES:

NAYS:

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ABSENT:

Approved this _____ day of _____, 2022.

_____
Haig Haleblian, Mayor

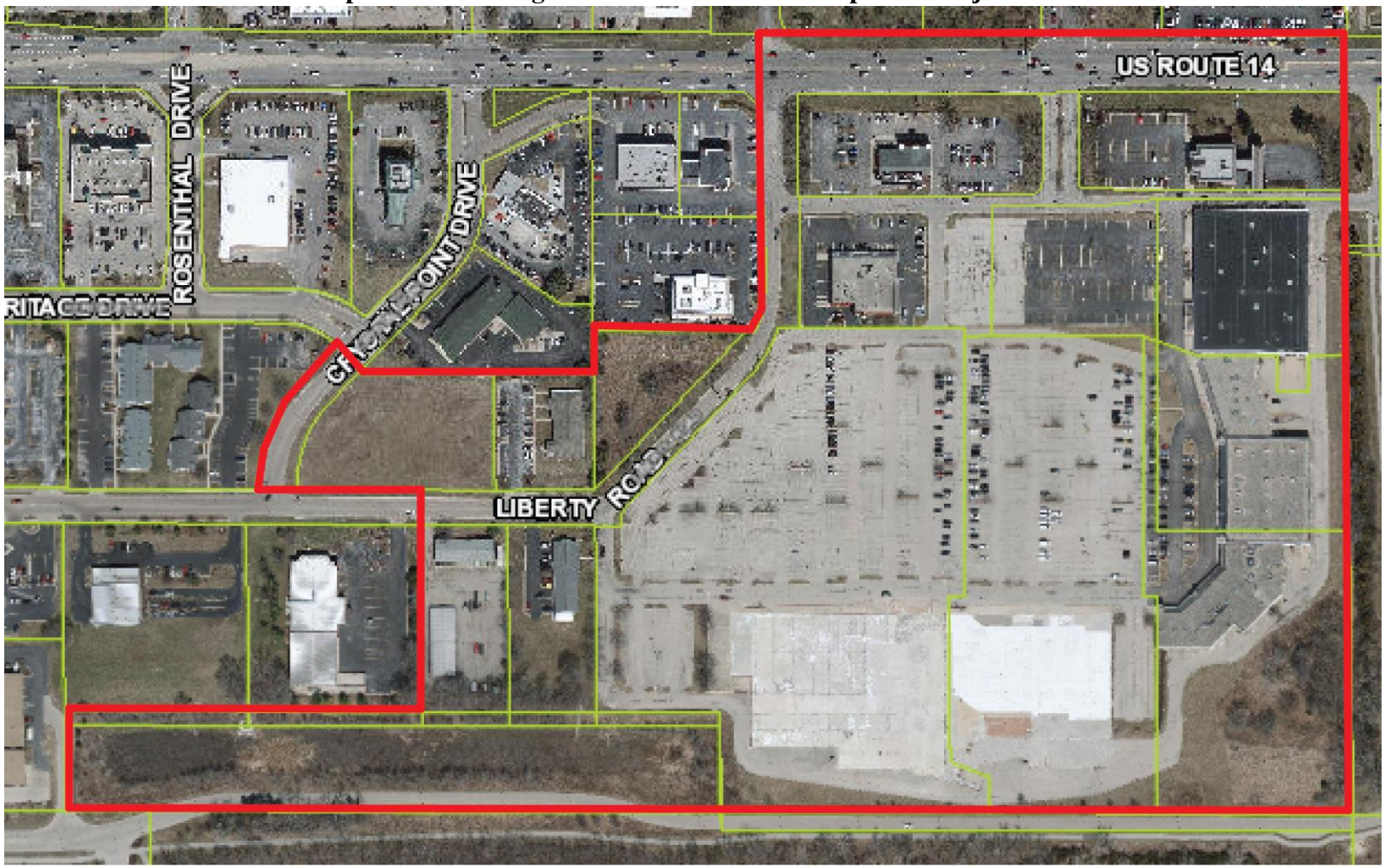
Attest:

_____
Nick Kachiroubas, City Clerk

Draft

Exhibit A

Map of Water's Edge Tax Increment Redevelopment Project Area



{00031711 2}

Agenda Item No: 25

City Council
Agenda Supplement

Meeting Date: May 3, 2022

Item: Board and Commission Appointment - Historic Preservation Commission

Council Discretion: Motion to appoint Robert Kosin to the Historic Preservation Commission for a term ending June 30, 2024

Contact: Haig Haleblian, Mayor

Background:

Robert Kosin, a long-time Crystal Lake resident with a passion for historic preservation, is interested in filling one of two vacancies on the Commission. If appointed, Kosin's term would expire on June 30, 2024. The Historic Preservation Commission supports Mr. Kosin's nomination.

Historic Preservation Commission appointments and reappointments are nominated and confirmed by the Mayor and City Council.

Should the Council have any questions, please contact Mayor Haleblian.

Votes Required to Pass:

Simple majority