# CITY OF CRYSTAL LAKE
## AGENDA
## CITY COUNCIL
## REGULAR MEETING

**City of Crystal Lake**
**100 West Woodstock Street, Crystal Lake, IL**
**City Council Chambers**
**June 21, 2022**
**7:00 p.m.**

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – June 7, 2022 Regular City Council Meeting**

5. **Accounts Payable**

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

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**
   a. **Crystal Lake Water Ski Association Tournaments Special Event Requests and No-wake Restriction Waiver – July 10, 2022, August 7, 2022 and September 4, 2022**
   b. **St. Thomas the Apostle Church Outdoor Mass and Picnic Special Event Request and Street Closure – Sunday, July 31, 2022**
   c. **St. Thomas the Apostle Church Filipino Community Picnic Special Event Request and Street Closure – Saturday, July 16, 2022**
   d. **Board and Commission Reappointments – Library Board**
   e. **Consideration of Cancellation of the July 5, 2022 Regular City Council Meeting**

10. **5050 Rickert Road, General Kinematics - Final Planned Unit Development (PUD) Amendment and variation from Article 3-200B to allow for a 42,000 square-foot building addition with a height of 49 feet**

11. **Manufacturing Job Creation and Investment Grant Program Matching Grant application request for General Kinematics requesting $10,000 in matching grant funds**

12. **Retailer Façade and Commercial Tenant Improvement Grant Funds request for Jalsa Bar & Restaurant, located at 1295 Randall Road, Suite 112, requesting up to $5,000 in matching grant funds**

13. **200 Congress Parkway, Northwestern Medicine - Special Use Permit (SUP) Amendment to allow for new free-standing signs with variations to the height and square footage and new wall signage**

**14. Intergovernmental Agreement with Algonquin Township Highway Department for the Resurfacing of Smithana Road**

**15. Intergovernmental Funding Agreement for the Crystal Lake Depot Train Station Lighting Repairs**

**16. Bid Award – Crystal Lake Depot Train Station Lighting Repairs and Updates**

**17. TIF Public Hearing – Public Hearing for the proposed Water's Edge Tax Increment Financing (TIF) District**

**18. Council Inquiries and Requests**

**19. 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**

**20. Reconvene to Regular Session**

**21. 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: 9a**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** Crystal Lake Water Ski Association Tournaments Special Event Request and No-wake Restriction Waiver

**Staff Recommendation:** Motion to approve the Crystal Lake Water Ski Association's Special Event requests for their 2022 Tournaments to be held on July 10, August 7 and September 4 pursuant to the conditions recommended in this agenda supplement, and a waiver of no-wake restrictions on *Crystal Lake*.

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

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**Background:**
The Crystal Lake Water Ski Association (CLWSA) is requesting approval of its schedule for three tournaments for the summer of 2022. This includes a waiver of the no-wake restrictions on *Crystal Lake*. The dates and times of the tournaments are:

1. Slalom Tournament – Sunday, July 10, 2022 from 2:00 p.m. to 6:00 p.m.
2. Slalom Tournament – Sunday, August 7, 2022 from 2:00 p.m. to 6:00 p.m.
3. Barefoot Tournament – Sunday, September 4, 2022 from 2:00 p.m. to 6:00 p.m.

As the events would occur during no-wake hours, the CLWSA is requesting a waiver from the no-wake restrictions for event participants. No-wake restrictions would be back in effect at the end of the events. The City Council has lifted the no-wake restrictions for these events in the past.

Ski areas will be clearly marked and adequate personnel would be provided to ensure a safe event. The organizers are not requesting any further assistance of the City. The CLWSA has also received approval for a no-wake restrictions waiver from the Crystal Lake Park District and the Village of Lakewood.

City staff has reviewed the request and does not have any concerns in waiving the no-wake restrictions, providing the following conditions are met:

1) All debris created by the event must be cleaned up during and after the event.
2) 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.
3) In the case of inclement weather, alternate dates can be approved by the City Manager.

The applicant has been made aware of these recommended conditions and advised to attend the June 21, 2022 City Council meeting to answer any questions.

**Votes Required to Pass:**
Simple majority vote.

CITY OF Crystal Lake ILLINOIS

# SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

**EVENT NAME** Crystal Lake Water Ski Association Events

**EVENT LOCATION** On Crystal Lake

This application should be completed by the "Event Manager", who will be the main coordinator and contact person for the event. Completing the application form will give you a good idea of the types of arrangements, approvals and documents that will be necessary for your special event. Please complete as much of the following information as possible before turning in the application. Once the application is turned in, a staff liaison will be in contact with you who will guide you in completing the remainder of the application and fulfilling City requirements for the event.

***Please note that City Council approval may be required for certain special events/requests***

## GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

| | |
|---|---|
| ☐ Carnival | ☐ General use of City-owned property |
| ☐ Circus | ☐ Parade |
| ☐ Festival | ☐ Outdoor Sales |
| ☐ Filming | ☐ Run/Walk Event |

☑ Other Water Ski Slalom Tournaments and Barefoot Exhibition

2. General Description/Purpose of the event:

Three events scheduled throughout the summer to promote fun and safe water skiing activities including two slalom tournaments and a barefoot exhibition. The annual events are held on Crystal Lake starting at 2pm on Sundays when No Wake is in effect. The Crystal Lake Park District and the Village of Lakewood also approve these events.

3. Will the event require the use of City-owned property? ☐ Yes ☑ No

4. Is a Site Map/Route Map attached? ☐ Yes ☐ No

5. Is the event an annual/recurring event? ☑ Yes ☐ No

6. Will the event require a public street/sidewalk to be blocked or closed? ☐ Yes ☑ No

7. Will the event require use of a public parking lot? ☐ Yes ☑ No

8. Number of persons scheduled to monitor and work the event: 10-15

9. Estimated attendance: 10-15 including club members

10. Is a "rain date" proposed? Y ☐ or N ☑ If yes, what is the rain date? _____

## ORGANIZATION INFORMATION

11. ☑ Organization is registered with the State of Illinois as a Non-Profit Organization
12. Name of Event Manager: Gerry Meyer/Rick Ridenour
13. Contact Information for Event Manager:

Address: 241 Edgewater Drive
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: _____ ☐

Emergency phone: _____ ☐

Cell phone: [redacted] ☐

Email: [redacted] ☐

## EVENT OPERATION

14. Date(s) of the event (including time for assembling and/or dismantling support structures):

Set Up: 7/10/22; 8/7/22; 9/4/22

Event: 7/10/22; 8/7/22; 9/4/22

Dismantling: 7/10/22; 8/7/22; 9/4/22

15. Hours of the event:

Set Up: 2pm-3pm

Event: 3pm-6pm

Dismantling: 3pm-6pm

## CITY MANAGER'S OFFICE

16. Will the event hold a raffle of any kind? ☐ Yes* ☑ No

***If yes, please complete attached Raffle License Application**

17. Is the Certificate of Insurance and Hold Harmless Agreement attached? ☑ Yes ☐ No

***Attached please see the City's insurance provisions (Required for all special events)**

18. Will alcoholic beverages be served or sold at the event? ☐ Yes* ☑ No

If yes, what type of alcoholic beverages will be served?

_____

_____

_____

***Please complete the attached Temporary Liquor License Application***

## COMMUNITY DEVELOPMENT

19. Will the event require tents or temporary structures? ☐ Yes ☑ No

20. What signs or advertising do you anticipate needing for the event?

    Temporary community event signs ☐ Yes ☑ No

    Temporary neighborhood event signs ☐ Yes ☑ No

    Directional signs ☐ Yes ☑ No

    Banner ☐ Yes ☑ No

21. Will food be served or sold at the event? ☐ Yes* ☑ No

    ***If yes, please contact the McHenry County Health Department and please provide the City with a copy of the approval from the McHenry County Health Department.***

22. Will the event include vendors selling products? ☐ Yes ☐ No

    Description of Products_____

23. Will the event require portable sanitation facilities? ☐ Yes ☑ No

    Name of Company_____
    Address_____
    Phone_____

24. Will the use of electricity be required for the event? ☐ Yes ☑ No

    If yes, please specify the power requirements and plan for provision

    _____

    _____

## PUBLIC SAFETY *Please remember to post the Firearm Concealed Carry Act sign*

25. Does this event require assistance from the Police Department? ☐ Yes ☑ No

26. Does this event require an on-site ambulance? ☐ Yes ☑ No

27. Will the event require sound amplification of any kind? ☐ Yes ☑ No

28. Please state what provisions have been made for first aid and emergency medical services, if any:
Village of Lakewood Police/Rescue patrol is on site for the events and a designated/trained USAWS Safety Event Coordinator is on site for the events.

## PUBLIC WORKS

29. Will the event require barricades for traffic control? ☐ Yes* ☑ No

***If yes, please complete the attached Barricade Borrowing Application***

30. Will the event require water? ☐ Yes ☑ No

Specify _____

Please remember to include the necessary attachments, if possible. (Please check those included)

- ☐ Barricade Borrowing Application
- ☑ Certificate of Insurance/Hold Harmless Agreement
- ☐ Raffle License Application
- ☐ Temporary Liquor License Application

The undersigned has read the foregoing application and knows the contents thereof, and affirms that the information is true and correct to the best of his/her knowledge, information and belief. For special events, the undersigned agrees to indemnify and hold harmless the City, together with its officers, agents, volunteers, and employees from all losses, damages, injuries, claims, demands and expenses arising out of, or as the result of, the operation of the event, the special City services provided for the event, and/or the permit issued for same, and/or the condition, maintenance and use of the public property in connection with the event, as well as for any injury to or sustained by a City employee, agent, or contractor in conjunction with the event authorized by the City.

Signature

5/20/22
Date

Gerry Meyer
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

May 20, 2022

City of Crystal Lake
100 West Municipal Complex
Crystal Lake IL 60014

To: Laurrie Fitzgerald and the City Council,

SUBJECT: CRYSTAL LAKE WATER SKI SLALOM AND BAREFOOT TOURNAMENTS

The Crystal Lake Water Ski Association (CLWSA) has traditionally held three events each summer on Crystal Lake with full support of the Crystal Lake Park District, the Village of Lakewood and the City of Crystal Lake. We would like to request approval of the following events to be held on Crystal Lake:

Summer 2022 events request.

1. **Slalom Tournament Sunday, 10 July from 2:00 to 6:00.**
Request No Wake hours be waived for CLWSA during the events.

**2. Slalom Tournament Sunday, 7 August from 2:00 to 6:00.**
Request No Wake hours be waived for CLWSA during the events.

2. **Barefoot Exhibition on Sunday, 4 September 2:00 to 6:00.**
Request No Wake hours for CLWSA be waived for the event. This is the seventh season for this event which is in place of the annual Ski Show which has been approved for numerous consecutive seasons.

Sincerely,

Gerry Meyer
President
Crystal Lake Water Ski Association

**Agenda Item No: 9b**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** St. Thomas the Apostle Church Outdoor Mass and Picnic Special Event Request and Street Closure

**Staff Recommendation:** Motion to approve the St. Thomas the Apostle Church's application for a Special Event for an outdoor mass and picnic, including the closure of part of Lake Street, on Sunday, July 31, 2022, pursuant to the staff recommended conditions.

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

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**Background:** St. Thomas the Apostle Church has requested a Special Event approval for their annual outdoor mass and picnic. The event is scheduled for Sunday, July 31, 2022 from 7:00 a.m. until 7:00 p.m. The request includes permission to close Lake Street between Washington Street and the western portion of the St. Thomas the Apostle Church property. Closing Lake Street would make it safer for the participants to move between the St. Thomas school area to the parking lot and grassy area across the street from the school, as well as provide for adequate time for setup and cleanup. The City Council has approved similar requests annually since 2013, with the exception of 2020 and 2021, due to the global pandemic.

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

1) City-owned barricades must be used to block off the street closure sections. Barricades must be placed to allow access to existing crosswalks. In addition, a "Local Traffic Only" sign must be placed temporarily at the entrance to Lake Street from Dole Avenue.
2) The petitioner must send a notice to all affected property owners along Lake Street.
3) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway, if necessary.

4) Local traffic access to Lake Street must be maintained throughout the event. Volunteers should be available to remove barricades to allow property owners on the roadway, if necessary.
5) All debris created by the event must be cleaned up during and after the event.
6) Provide 20-foot access lane(s) for emergency vehicles to gain access to the building, Fire Department Connection, and the event site.
7) Fire hydrants located on or near the property of the event must remain unobstructed and "No Parking" signs posted.
8) Tents and canopies used for this event must comply with City's tent requirements.
9) Generators, if used, must be a minimum of 20 feet from any tents/canopies and protected from the public by fencing, enclosure, or other approved means.
10) Any barricades used to restrict traffic or pedestrians must be easily moveable or manned by event staff should an emergency occur during the event hours.
11) The applicant needs to contact the Fire Prevention Bureau three days prior to the event to schedule a site/tent inspection, or if you have any questions or concerns regarding this review.
12) 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.
13) All food vendors must obtain approval from the McHenry County Health Department.
14) In the case of inclement weather, an alternate date can be approved by the City Manager.

The applicant has been made aware of these recommended conditions and advised to attend the June 21, 2022 City Council meeting to answer any questions.

**Votes Required to Pass:** Simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

# SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

**EVENT NAME** OUTDOOR MASS AND PICNIC

**EVENT LOCATION** 469 LAKE ST. CRYSTAL LAKE, IL 60014

This application should be completed by the "Event Manager", who will be the main coordinator and contact person for the event. Completing the application form will give you a good idea of the types of arrangements, approvals and documents that will be necessary for your special event. Please complete as much of the following information as possible before turning in the application. Once the application is turned in, a staff liaison will be in contact with you who will guide you in completing the remainder of the application and fulfilling City requirements for the event.

***Please note that City Council approval may be required for certain special events/requests***

## GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

- ☐ Carnival
- ☐ Circus
- ☐ Festival
- ☐ Filming
- ☐ Other OUTDOOR MASS AND PICNIC
- ☐ General use of City-owned property
- ☐ Parade
- ☐ Outdoor Sales
- ☐ Run/Walk Event

2. General Description/Purpose of the event:
DESCRIPTION: HISPANIC COMMUNITY OF SAINT THOMAS PARISH OUTDOOR MASS WITH A PICNIC
PURPOSE: TO PROMOTE FELLOWSHIP WITHIN THE HISPANIC COMMUNITY
DONATED PROCEEDS GO TO SAINT THOMAS CHURCH

3. Will the event require the use of City-owned property? ☐ Yes ☑ No
4. Is a Site Map/Route Map attached? ☐ Yes ☐ No
5. Is the event an annual/recurring event? ☑ Yes ☐ No
6. Will the event require a public street/sidewalk to be blocked or closed? ☑ Yes ☐ No
7. Will the event require use of a public parking lot? ☐ Yes ☑ No
8. Number of persons scheduled to monitor and work the event: 85 PEOPLE
9. Estimated attendance: 500 PEOPLE

10. Is a "rain date" proposed? Y ☐ or N ☑ If yes, what is the rain date? _____

## ORGANIZATION INFORMATION

11. ☐ Organization is registered with the State of Illinois as a Non-Profit Organization
12. Name of Event Manager: REV. WILLIAM TUNAROSA, ASSOCIATE PRIEST
13. Contact Information for Event Manager:

Address: ST. THOMAS THE APOSTLE CHURCH
272 KING ST. CRYSTAL LAKE, IL 60014

(Please check preferred means of contact)

Daytime phone: 815 455 5400 ☐
Emergency phone: 815 356 0860 ☑
Cell phone: [redacted] ☑
Email: igarcia@stthomascl.church ☑

## EVENT OPERATION

14. Date(s) of the event (including time for assembling and/or dismantling support structures):

Set Up: July 30th, 2022
Event: July 31st, 2022
Dismantling: July 31st, 2022

15. Hours of the event:

Set Up: 7:00am
Event: 10:00am
Dismantling: 5:00-6:00pm

## CITY MANAGER'S OFFICE

16. Will the event hold a raffle of any kind? ☑ Yes* ☐ No

***If yes, please complete attached Raffle License Application**

17. Is the Certificate of Insurance and Hold Harmless Agreement attached? ☑ Yes ☐ No

***Attached please see the City's insurance provisions (Required for all special events)**

18. Will alcoholic beverages be served or sold at the event? ☐ Yes* ☑ No

If yes, what type of alcoholic beverages will be served?

N/A

***Please complete the attached Temporary Liquor License Application***

## COMMUNITY DEVELOPMENT

19. Will the event require tents or temporary structures? ☑ Yes ☐ No

20. What signs or advertising do you anticipate needing for the event?

Temporary community event signs ☐ Yes ☑ No

Temporary neighborhood event signs ☐ Yes ☑ No

Directional signs ☐ Yes ☑ No

Banner ☐ Yes ☑ No

21. Will food be served or sold at the event? ☑ Yes* ☐ No

***If yes, please contact the McHenry County Health Department and please provide the City with a copy of the approval from the McHenry County Health Department.***

22. Will the event include vendors selling products? ☐ Yes ☑ No

Description of Products _____

23. Will the event require portable sanitation facilities? ☑ Yes ☐ No

Name of Company Arrow Septic Services
Address 1704 Lamb St. Woodstock, IL 60098
Phone 847 516-8050

24. Will the use of electricity be required for the event? ☑ Yes ☐ No

If yes, please specify the power requirements and plan for provision
St. Thomas Little Christopher Shoppe 469 Lake St. Crystal Lake, IL 60014

## PUBLIC SAFETY *Please remember to post the Firearm Concealed Carry Act sign*

25. Does this event require assistance from the Police Department? ☐ Yes ☑ No

26. Does this event require an on-site ambulance? ☐ Yes ☑ No

27. Will the event require sound amplification of any kind? ☑ Yes ☐ No

28. Please state what provisions have been made for first aid and emergency medical services, if any:

Lake St. Grounds, St. Thomas Parish Office, St. Thomas Church

## PUBLIC WORKS

29. Will the event require barricades for traffic control? ☑ Yes* ☐ No

***If yes, please complete the attached Barricade Borrowing Application***

30. Will the event require water? ☐ Yes ☑ No

Specify _____

Please remember to include the necessary attachments, if possible. (Please check those included)

- ☑ Barricade Borrowing Application
- ☑ Certificate of Insurance/Hold Harmless Agreement
- ☐ Raffle License Application
- ☐ Temporary Liquor License Application

The undersigned has read the foregoing application and knows the contents thereof, and affirms that the information is true and correct to the best of his/her knowledge, information and belief. For special events, the undersigned agrees to indemnify and hold harmless the City, together with its officers, agents, volunteers, and employees from all losses, damages, injuries, claims, demands and expenses arising out of, or as the result of, the operation of the event, the special City services provided for the event, and/or the permit issued for same, and/or the condition, maintenance and use of the public property in connection with the event, as well as for any injury to or sustained by a City employee, agent, or contractor in conjunction with the event authorized by the City.

Robert W. Jones — Signature

5/19/2022 — Date

Rev. Robert W. Jones, Pastor — Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

# ST. THOMAS THE APOSTLE
## CATHOLIC CHURCH

May 17, 2022

Crystal Lake City Council
100 W. Municipal Complex
Crystal Lake, IL 60014

Dear Council Members,

St. Thomas the Apostle Church is planning an Outdoor Mass and Picnic for Sunday, July 31st 2022. It will begin at 10:00 am Mass and end at 7:00 pm.

Approximately 500 persons, including children, are expected to participate in this Mass and Picnic.
Activities will include Mass, live music, food and refreshments, and group games.
Most of the activities will take place in the parking lot and grassy area across from St. Thomas School at 469 Lake Street in Crystal Lake.

A map of the area is enclosed for your review.

Safety for all participants crossing Lake Street is a primary concern. Accordingly, we respectfully request permission to close a portion of Lake Street from 7:00 am until 7:00 pm. The additional hours prior to and subsequent to the event will allow adequate time for setup and cleanup.

Please note that it is our hope that the roadway to be closed will not cause significant inconvenience to the residents in the area from having access to their homes and driveways.

We would appreciate if you would please let us know if our presence is needed at the upcoming City Council meeting regarding this matter. Your consideration of this matter is greatly appreciated. Thank you.

Sincerely, in Christ,

Robert W. Jones

Rev. Robert W. Jones, Pastor
St. Thomas the Apostle Church

272 King St, Crystal Lake, IL 60014 *(Parish Office)*
451 W. Terra Cotta Ave, Crystal Lake, IL 60014 *(Oak Street Church)*
453 Pierson St, Crystal Lake, IL 60014 *(Pierson Street Church)*

Phone 815-455-5400
Fax 815-455-2733
www.stthomascl.church

ST. THOMAS THE APOSTLE CHURCH
272 KING STREET
CRYSTAL LAKE, IL 60014

**Agenda Item No: 9c**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** St. Thomas the Apostle Church Filipino Community Picnic Special Event Request and Street Closure

**Staff Recommendation:** Motion to approve the St. Thomas the Apostle Church's application for a Special Event Permit for a picnic, including the closure of part of Lake Street, on Saturday, July 16, 2022, pursuant to the staff recommended conditions.

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

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**Background:** St. Thomas the Apostle Church has requested a Special Event approval for a picnic to promote fellowship within the Filipino community. The event is scheduled for Saturday, July 16, 2022 from 7:00 a.m. until 5:00 p.m. The request includes permission to close Lake Street between Washington Street and the western portion of the St. Thomas the Apostle Church property. Closing Lake Street would make it safer for the participants to move between the St. Thomas school area to the parking lot and grassy area across the street from the school, as well as provide for adequate time for setup and cleanup. The City Council has approved similar requests annually since 2013, with the exception of 2020 and 2021, due to the global pandemic.

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

1) City-owned barricades must be used to block off the street closure sections. Barricades must be placed to allow access to existing crosswalks. In addition, a "Local Traffic Only" sign must be placed temporarily at the entrance to Lake Street from Dole Avenue.
2) The petitioner must send a notice to all affected property owners along Lake Street.
3) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway, if necessary.

4) Local traffic access to Lake Street must be maintained throughout the event. Volunteers should be available to remove barricades to allow property owners on the roadway, if necessary.
5) All debris created by the event must be cleaned up during and after the event.
6) Provide 20-foot access lane(s) for emergency vehicles to gain access to the building, Fire Department Connection, and the event site.
7) Fire hydrants located on or near the property of the event must remain unobstructed and "No Parking" signs posted.
8) Tents and canopies used for this event must comply with City's tent requirements.
9) Generators, if used, must be a minimum of 20 feet from any tents/canopies and protected from the public by fencing, enclosure, or other approved means.
10) Any barricades used to restrict traffic or pedestrians must be easily moveable or manned by event staff should an emergency occur during the event hours.
11) The applicant needs to contact the Fire Prevention Bureau three days prior to the event to schedule a site/tent inspection, or if you have any questions or concerns regarding this review.
12) 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.
13) All food vendors must obtain approval from the McHenry County Health Department.
14) In the case of inclement weather, an alternate date can be approved by the City Manager.

The applicant has been made aware of these recommended conditions and advised to attend the June 21, 2022 City Council meeting to answer any questions.

**Votes Required to Pass:** Simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

# SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

**EVENT NAME** St. Thomas the Apostle Church Filipino Community Picnic

**EVENT LOCATION** 469 Lake St., Crystal Lake, IL

This application should be completed by the "Event Manager", who will be the main coordinator and contact person for the event. Completing the application form will give you a good idea of the types of arrangements, approvals and documents that will be necessary for your special event. Please complete as much of the following information as possible before turning in the application. Once the application is turned in, a staff liaison will be in contact with you who will guide you in completing the remainder of the application and fulfilling City requirements for the event.

***Please note that City Council approval may be required for certain special events/requests****

## GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

- ☐ Carnival
- ☐ Circus
- ☐ Festival
- ☐ Filming
- ☐ Other outdoor picnic
- ☐ General use of City-owned property
- ☐ Parade
- ☐ Outdoor Sales
- ☐ Run/Walk Event

2. General Description/Purpose of the event:
St. Thomas the Apostle Church Filipino Community outdoor Picnic to promote fellowship wihtin the communty

3. Will the event require the use of City-owned property? ☐ Yes ☑ No

4. Is a Site Map/Route Map attached? ☐ Yes ☐ No

5. Is the event an annual/recurring event? ☐ Yes ☑ No

6. Will the event require a public street/sidewalk to be blocked or closed? ☑ Yes ☐ No

7. Will the event require use of a public parking lot? ☐ Yes ☑ No

8. Number of persons scheduled to monitor and work the event: 30

9. Estimated attendance: 300 people

10. Is a "rain date" proposed? Y ☐ or N ☑ If yes, what is the rain date? _____

## ORGANIZATION INFORMATION

11. ☐ Organization is registered with the State of Illinois as a Non-Profit Organization
12. Name of Event Manager: Rev. Andrew Hernandez, Associate Priest
13. Contact Information for Event Manager:

Address: St. Thomas the Apostle Church
272 King St., Crystal Lake, IL 60014

(Please check preferred means of contact)

| | | |
|---|---|---|
| Daytime phone: | 815-455-5400, ext. 403 | ☑ |
| Emergency phone: | | ☐ |
| Cell phone: | [redacted] | ☑ |
| Email: | ahernandez@rockforddiocese.org | ☐ |

## EVENT OPERATION

14. Date(s) of the event (including time for assembling and/or dismantling support structures):

Set Up: Saturday, July 16, 2022
Event: Saturday, July 16, 2022
Dismantling: Saturday, July 16, 2022

15. Hours of the event:

Set Up: 7:00 am
Event: 8:00 am
Dismantling: 5:00 pm

## CITY MANAGER'S OFFICE

16. Will the event hold a raffle of any kind? ☐ Yes* ☑ No

***If yes, please complete attached Raffle License Application**

17. Is the Certificate of Insurance and Hold Harmless Agreement attached? ☑ Yes ☐ No

***Attached please see the City's insurance provisions (Required for all special events)**

18. Will alcoholic beverages be served or sold at the event? ☐ Yes* ☑ No

If yes, what type of alcoholic beverages will be served?

N/A

***Please complete the attached Temporary Liquor License Application***

## COMMUNITY DEVELOPMENT

19. Will the event require tents or temporary structures? ☑ Yes ☐ No

20. What signs or advertising do you anticipate needing for the event?

Temporary community event signs ☐ Yes ☑ No

Temporary neighborhood event signs ☐ Yes ☑ No

Directional signs ☐ Yes ☑ No

Banner ☐ Yes ☑ No

21. Will food be served or sold at the event? ☑ Yes* ☐ No

***If yes, please contact the McHenry County Health Department and please provide the City with a copy of the approval from the McHenry County Health Department.***

22. Will the event include vendors selling products? ☐ Yes ☑ No

Description of Products _____

23. Will the event require portable sanitation facilities? ☐ Yes ☐ No

Name of Company Arrow Septic Services
Address 1704 Lambe St., Woodstock, IL 60098
Phone 847-516-8050

24. Will the use of electricity be required for the event? ☑ Yes ☐ No

If yes, please specify the power requirements and plan for provision
St. Thomas Little Christopher Shoppe, 469 Lake St., Crystal Lake, IL 60014

## PUBLIC SAFETY *Please remember to post the Firearm Concealed Carry Act sign*

25. Does this event require assistance from the Police Department? ☐ Yes ☑ No

26. Does this event require an on-site ambulance? ☐ Yes ☑ No

27. Will the event require sound amplification of any kind? ☑ Yes ☐ No

28. Please state what provisions have been made for first aid and emergency medical services, if any:
A FIRST AID KIT WILL BE IN THE FOLLOWING LOCATIONS:

LAKE ST. GROUNDS

PARISH OFFICE, ST. THOMAS CHURCH

## PUBLIC WORKS

29. Will the event require barricades for traffic control? ☑ Yes* ☐ No

***If yes, please complete the attached Barricade Borrowing Application***

30. Will the event require water? ☐ Yes ☑ No

Specify _____

Please remember to include the necessary attachments, if possible. (Please check those included)

- ☑ Barricade Borrowing Application
- ☑ Certificate of Insurance/Hold Harmless Agreement
- ☑ Raffle License Application No
- ☐ Temporary Liquor License Application No

The undersigned has read the foregoing application and knows the contents thereof, and affirms that the information is true and correct to the best of his/her knowledge, information and belief. For special events, the undersigned agrees to indemnify and hold harmless the City, together with its officers, agents, volunteers, and employees from all losses, damages, injuries, claims, demands and expenses arising out of, or as the result of, the operation of the event, the special City services provided for the event, and/or the permit issued for same, and/or the condition, maintenance and use of the public property in connection with the event, as well as for any injury to or sustained by a City employee, agent, or contractor in conjunction with the event authorized by the City.

Robert W. Jones — Signature

5/16/2022 — Date

Rev. Robert W. Jones, Pastor — Print Name

---

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

# ST. THOMAS THE APOSTLE
## CATHOLIC CHURCH

May 18, 2022

Crystal Lake City Council
100 W. Municipal Complex
Crystal Lake, IL 60014

Dear Council Members,

The Filipino Community of St. Thomas the Apostle Church is planning a Picnic for Saturday, July 16, 2022. It will begin with set up at 7:00 am and will end around 5:00 pm (includes clean up).

Approximately 300 persons, including children, are expected to participate in this Picnic. Activities will include live music, food and refreshments, and group games. Most of the activities will take place in the parking lot and grassy area across from St. Thomas School at 469 Lake Street in Crystal Lake.

A map of the area is enclosed for your review.

Safety for all participants crossing Lake Street is a primary concern. Accordingly, we respectfully request permission to close a portion of Lake Street from 7:00 am until 7:00 pm. The additional hours prior to and subsequent to the event will allow adequate time for setup and cleanup.

Please note that it is our hope that the roadway to be closed will not cause significant inconvenience to the residents in the area from having access to their homes and driveways.

We would appreciate if you would please let us know if our presence is needed at the upcoming City Council meeting regarding this matter. Your consideration of this matter is greatly appreciated. Thank you.

Sincerely in Christ,

Robert W. Jones

Rev. Robert W. Jones, Pastor
St. Thomas the Apostle Church

RECEIVED
MAY 25 2022
By

RECEIVED
MAY 24 2022
By

272 King St, Crystal Lake, IL 60014 *(Parish Office)*
451 W. Terra Cotta Ave, Crystal Lake, IL 60014 *(Oak Street Church)*
453 Pierson St, Crystal Lake, IL 60014 *(Pierson Street Church)*

Phone 815-455-5400
Fax 815-455-2733
www.stthomascl.church

ST. THOMAS THE APOSTLE CHURCH
272 KING STREET
CRYSTAL LAKE, IL 60014

**Agenda Item No: 9d**

# City Council
# Agenda Supplement

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| | |
|---|---|
| **Meeting Date:** | June 21, 2022 |
| **Item:** | Board and Commission Reappointments – Library Board |
| **Mayor's Recommendation:** | Motion to reappoint Cary Waxler, Bonita Drew and Mary Fisher to the Library Board |
| **Contact:** | Haig Haleblian, Mayor |

---

**Background:**

Cary Waxler, Bonita Drew and Mary Fisher are current Library Board members, whose three-year terms expire June 30, 2022. All three Board members would like to be reappointed.

Library Board appointments and reappointments are nominated by the Mayor and confirmed by the City Council. If reappointed, their terms would expire June 30, 2025.

Should the Council have any questions, please contact Mayor Haig Haleblian.

**Votes Required to Pass:**
Simple majority

June 7th, 2022

Cary Waxler
1491 Blue Heron Drive
Crystal Lake, IL 60014
[redacted]

Mayor Haig Haleblian
100 W. Woodstock St.
Crystal Lake, IL 60014

Mr. Gary Mayerhofer, City Manager
100 W. Woodstock St.
Crystal Lake, IL 60014

Mayor Haleblian and Mr. Mayerhofer,

I write today to request the privilege of serving my community for another three years as a trustee on the Board of Trustees of the Crystal Lake Public Library.. In 2019, I was appointed by Mayor Shepley and confirmed by the Crystal Lake City Council for a three year term to serve the public as a Crystal Lake Public Library trustee. In those three years I feel I have learned a lifetime's worth about the community I have lived in since 2005. The library has completed a $3.9M renovations project that included a new drive-up service window, navigated the COVID-19 pandemic in a way that provided maximum service to our constituents, and completed a nationwide search for a new executive director to succeed Kathryn I. Martens, our library director of 31 years. I have had the privilege of working with the extraordinary staff at the library while learning from long-serving trustees like John Engebretson, who recently retired after many years of service.

While I am proud of what we've accomplished, there is more work to do. My three year term of service expires on 6/30/2022. I ask today for the opportunity to continue to do my small part in our great community and serve another three year appointment to the Board of Trustees of the Crystal Lake Public Library.

Please let me know if I can answer any questions for you about this appointment request. I love Crystal Lake and deeply appreciate your consideration.

Most Sincerely,

Cary Waxler
Trustee, Crystal Lake Public Library

## Melanie Nebel

**From:** Fyolek, Becky <bfyolek@crystallakelibrary.org>
**Sent:** Thursday, June 9, 2022 7:33 AM
**To:** Melanie Nebel
**Subject:** Re: Library Board Reappointments

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.

Melanie,

Both Bonnie and Mary would like to renew for another term. Do we need to do anything else? I'm happy to help however I can.

Thanks!
-Becky

Becky Fyolek
Executive Director
Crystal Lake Public Library
126 Paddock Street
Crystal Lake, IL 60014
815.526.5102
www.clpl.org

Your Community Place for Lifelong Learning

From: Melanie Nebel <mnebel@crystallake.org>
Sent: Wednesday, June 8, 2022 4:18:20 PM
To: Fyolek, Becky
Subject: RE: Library Board Reappointments

Perfect! Thank you !

Melanie Nebel | Executive Assistant | City Manager's Office City of Crystal Lake | 100 W. Woodstock St. | Crystal Lake, IL 60014
Website: http://www.crystallake.org | Direct: 815-459-2020 x4084

-----Original Message-----
From: Fyolek, Becky <bfyolek@crystallakelibrary.org>
Sent: Wednesday, June 8, 2022 3:20 PM
To: Melanie Nebel <mnebel@crystallake.org>
Subject: Re: Library Board Reappointments

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.

Melanie,

Thank you for the notice. I've reached out to both Bonnie and Mary to confirm that they want to renew and will let you know by Friday at the latest.

Thanks!
-Becky

Becky Fyolek
Executive Director
Crystal Lake Public Library
126 Paddock Street
Crystal Lake, IL 60014
815.526.5102
www.clpl.org<http://www.clpl.org>

Your Community Place for Lifelong Learning _____
From: Melanie Nebel <mnebel@crystallake.org>
Sent: Wednesday, June 8, 2022 2:03:51 PM
To: Fyolek, Becky
Subject: Library Board Reappointments

Hi Ms. Fyolek –

I hope you are doing well! We wanted to reach out to see if the following Board members are interested in continuing to serve on the Library Board:

Cary Waxler, Mary Fisher and Bontia Drew.

Their terms are expiring June 30, 2022. Mr. Waxler contacted us to indicate he would like to continue. If you would please let me know if Ms. Fisher and Ms. Drew are interested in being reappointed.

Thank you!

Melanie

[Award]
Melanie Nebel | Executive Assistant | City Manager's Office [Facebook] <https://www.facebook.com/City-of-Crystal-Lake-IL-127443873934138/?ref=hl> [Twitter] <https://twitter.com/crystallakeil>

[Logo] | 100 W. Woodstock St. | Crystal Lake, IL 60014
Website: www.crystallake.org<http://www.crystallake.org> | Phone: 815-459-2020 x4084

This electronic message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, confidential and/or exempt from disclosure under applicable law, including protected health information (PHI). If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of the information may be subject to legal

**Agenda Item No: 9e**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** Consideration of Cancellation of July 5, 2022 Regular City Council Meeting

**Staff recommendation:** City Council Discretion

**Staff Contact:** Haig Haleblian, Mayor

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**Background:**
Due to its proximity to the Independence Day Holiday, the City Council may wish to consider cancelling the July 5, 2022 regular City Council Meeting. City staff has reviewed upcoming items and has no concerns regarding the cancellation.

**Votes Required to Pass:**
Simple majority.

**Agenda Item No: 10**

# City Council
# Agenda Supplement

---

**Meeting Date:** June 21, 2022

**Item:** REPORT OF THE PLANNING & ZONING COMMISSION

**Request:** Final Planned Unit Development (PUD) Amendment and variation from Article 3-200B to allow a 42,000 square foot building addition with a height of 49 feet

**Petitioner:** Paul Musschoot, General Kinematics
5050 Rickert Road

**PZC Recommendation:** To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting a Final Planned Unit Development (PUD) Amendment and Variation for General Kinematics at 5050 Rickert Road

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

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## Background:

- Request: The petitioner is requesting an amendment to an approved Final Planned Unit Development to allow a 42,000 square foot building addition, and a Variation to allow a building addition that is 49 feet in height instead of the maximum 45 feet for principal structures in the Manufacturing zoning district.

- Land Use: The Comprehensive Land Use map shows the area as Industry, which is an appropriate land use designation.

- Zoning: The site is zoned Manufacturing PUD, which permits both light and heavy industrial uses.

- The petitioners are requesting a Final Planned Unit Development Amendment to construct a new 42,000 square foot building addition that is 49 feet in height, which exceeds the maximum allowable height of 45 feet in the Manufacturing zoning district. General Kinematics approached the City of Crystal Lake regarding the addition due to the high demand of their specialty products.

- The building addition will be located at the rear of the property, which is surrounded by Union Pacific Northwest rail line right-of-way, Menards and Rickert Road. The addition will not be

visible from the street and it meets the Unified Development Ordinance's setback requirements.

- The elevations of the building addition will match the existing building materials.

**PZC Highlights:**

- The petitioners explained they need to construct the addition to store and operate large overhead cranes. They stated due to the narrowness of the lot it reduces the ability for a larger addition. They stated the height variance is needed for the clearance of the overhead crane ability.

- The PZC was supportive of the request. They were excited that General Kinematics were expanding their facility in Crystal Lake. They thought the variation makes sense for the operation.

- The PZC found that the Findings of Fact had been met.

The PZC recommended **approval (7-0)** of the petitioners' request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (General Kinematics, date signed 05/10/2022, received 05/10/2022)
   B. Site Plan (Schmitt Engineering, dated 05/10/2022, received 05/10/2022)
   C. Floor Plans (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
   D. Building Elevations (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
   E. Turning Templates (Received 05/10/2022)

2. Continue to work with City staff to comply with the stormwater ordinance.

3. The Petitioner shall address all of the review comments and requirements of the Community Development, Engineering, and Fire Rescue Departments as well as the City's Stormwater Consultant, Christopher B. Burke Engineering.

**Votes Required to Pass:** A simple majority.

# Acknowledgement Form

Regarding the PUD Amendment at 5050 Rickert Road. 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: Paul Mussehl Date: 6/14/22
Signature

**Recommended Conditions:**

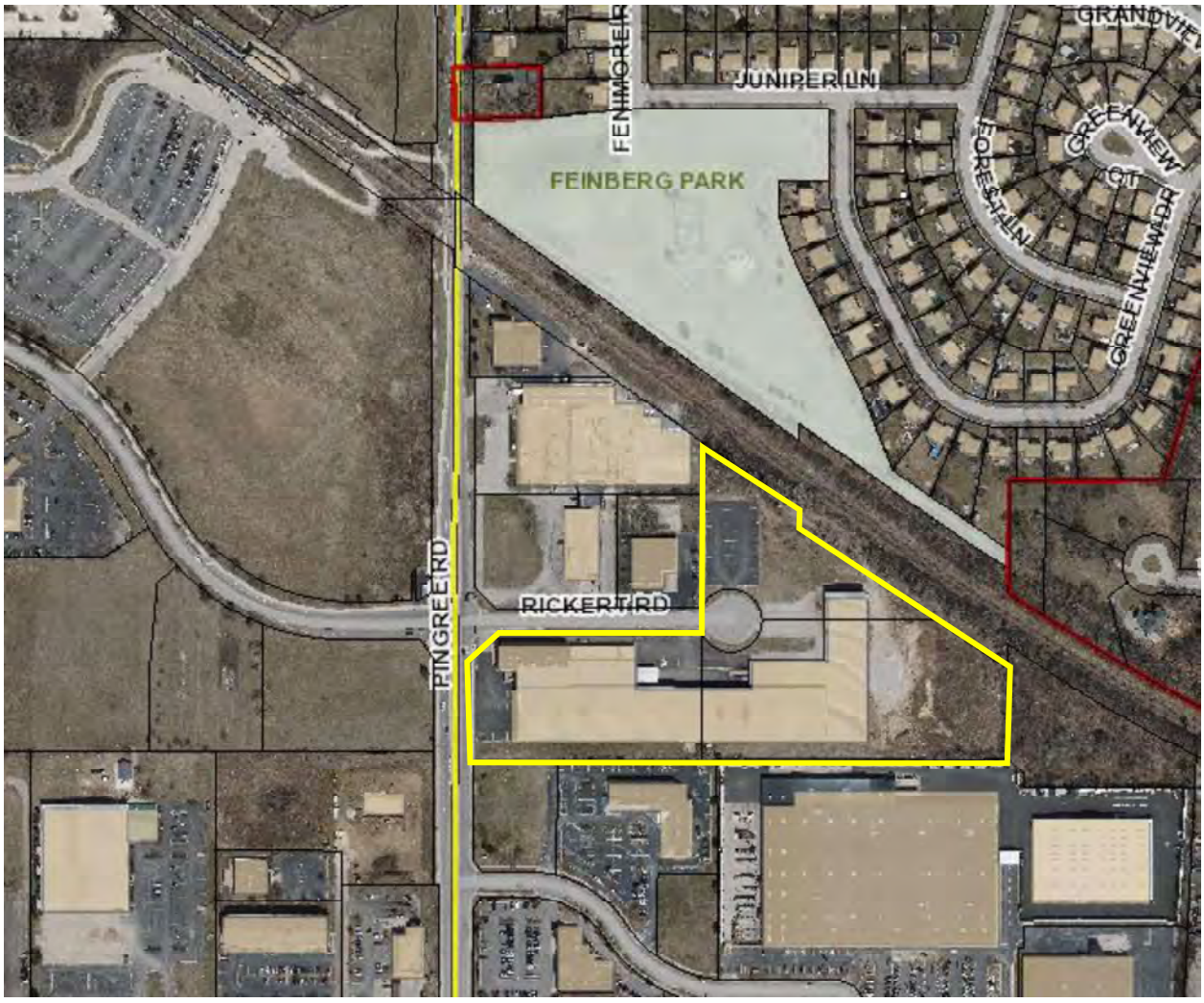
1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (General Kinematics, date signed 05/10/2022, received 05/10/2022)
   B. Site Plan (Schmitt Engineering, dated 05/10/2022, received 05/10/2022)
   C. Floor Plans (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
   D. Building Elevations (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
   E. Turning Templates (Received 05/10/2022)

2. Continue to work with City staff to comply with the stormwater ordinance.

3. The Petitioner shall address all of the review comments and requirements of the Community Development, Engineering, and Fire Rescue Departments as well as the City's Stormwater Consultant, Christopher B. Burke Engineering.

PIQ Map

5050 Rickert Road



Ord. No.
File No.

**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AMENDMENT AND A VARIATION FOR 5050 RICKERT ROAD**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-101) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested the issuance of a Final Planned Unit Development Amendment and Variation to allow a new building addition that is 49 feet in height at 5050 Rickert Road; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, held a public hearing at 7:00 p.m., on June 1, 2022 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development Amendment and Variation; and

WHEREAS, on June 1, 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 Amendment and Variation 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 Amendment and Variation 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 Final Planned Unit Development Amendment for a new 42,000 square foot building addition with a Variation from Article 3-200 B to allow the building addition to have a height of 49 feet, a Variation of 4 feet from the 45-foot maximum height at 5050 Rickert Road (19-10-476-012), Crystal Lake, Illinois are hereby approved.

Section II: Said Final Planned Unit Development Amendment and Variation issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (General Kinematics, date signed 05/10/2022, received 05/10/2022)

Draft

B. Site Plan (Schmitt Engineering, dated 05/10/2022, received 05/10/2022)
C. Floor Plans (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
D. Building Elevations (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
E. Turning Templates (Received 05/10/2022)

2. Continue to work with City staff to comply with the stormwater ordinance.

3. The Petitioner shall address all of the review comments and requirements of the Community Development, Engineering, and Fire Rescue Departments as well as the City's Stormwater Consultant, Christopher B. Burke Engineering.

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 Amendment and Variation 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 21st day of June, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: June 21, 2022
Approved: June 21, 2022

Draft

# #2022-101
# 5050 Rickert Road – Final PUD Amendment
# Project Review for Planning and Zoning Commission

| | |
|---|---|
| **Meeting Date:** | June 1, 2022 |
| **Request:** | 1. Final Planned Development Amendment to allow a 42,000 square foot building addition.<br><br>2. Variation to allow a building addition that is 49 feet in height from the max height of 45 feet, a variation of 4 feet. |
| **Location:** | 5050 Rickert Road |
| **Acreage:** | Approximately 11.42 acres |
| **Existing Zoning:** | M PUD – Manufacturing PUD |
| **Surrounding Properties:** | North: M – Manufacturing; and, Metra's Union Pacific Northwest (UP-NW) Rail Line<br>South: B-2 PUD – General Commercial PUD<br>East: Metra's Union Pacific Northwest (UP-NW) Rail Line<br>West: B-2 – General Commercial and B-2 PUD General Commercial PUD |
| **Staff Contact**: | Katie Rivard (815.356.3612) |

**Background:**

- Existing Use: The subject property is the existing General Kinematics.
- UDO Requirements: The maximum height of a principal structure in the Manufacturing zoning district is 45 feet.
- Previous Approvals:
    - In 2000, General Kinematics was annexed into the City and received a Special Use Permit and PUD approval for the existing facility.
    - In 2002, a building addition was constructed on the property.
- General Kinematics approached the City of Crystal Lake for an up to a 42,000 square foot building addition due to the high demand of their specialty products.

- The addition is going to house three new crane bays to help expand their current operations.

**Development Analysis:**

General:

- Request: The petitioner is requesting an amendment to an approved Final Planned Unit Development to allow a 42,000 square foot building addition, and a Variation to allow a building addition that is 49 feet in height instead of the maximum 45 feet for principal structures in the Manufacturing zoning district.
- Land Use: The Comprehensive Land Use map shows the area as Industry, which is an appropriate land use designation.
- Zoning: The site is zoned Manufacturing PUD, which permits both light and heavy industrial uses.

Request Overview:

- The building addition will be located at the rear of the building abutting the Metra Union Pacific Northwest rail line right-of-way to the east, Menard's to the south, and Rickert Road to the north. The addition will not be visible from the public street.

- The building addition meets Unified Development Ordinance's setback requirements.

| | Required | Proposed Addition |
|---|---|---|
| Front Yard | 30 feet | >900 feet |
| Rear Yard | 20 feet | >100 feet |
| Interior Side Yard | 15 feet | >30 feet |
| Combined Interior Side Yard | 30 feet | |

- The up to 42,000 square foot building addition will require additional storm water detention onsite. The petitioner will continue to work with City staff for the compliance of the storm water ordinance for the added impervious surface.

- The elevations of the building addition will match the building materials (pre-finished metal wall with a concrete kneewall base) of the existing warehouse portion. The UDO design standards do not apply since the addition is less than 50% of the façade area.

**Findings of fact:**

FINAL PLANNED UNIT DEVELOPMENT AMENDMENT
The petitioner is requesting approval of a Final Planned Unit Development Amendment to allow a 42,000 square foot building addition. 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 3-200. Manufacturing District Dimensional Standards, to allow a building height of 49 feet instead of the maximum 45 feet.

**Comprehensive Land Use Plan 2030 Vision Summary Review:**
The Comprehensive Plan designates the subject property as Industry, which permits heavy industrial uses. The following goal is applicable to this request:

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

This can be accomplished with the following supporting action:

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

**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 (General Kinematics, date signed 05/10/2022, received 05/10/2022)
   B. Site Plan (Schmitt Engineering, dated 05/10/2022, received 05/10/2022)
   C. Floor Plans (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
   D. Building Elevations (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
   E. Turning Templates (Received 05/10/2022)

2. Continue to work with City staff to comply with the stormwater ordinance.

3. The Petitioner shall address all of the review comments and requirements of the Community Development, Engineering, and Fire Rescue Departments as well as the City's Stormwater Consultant, Christopher B. Burke Engineering.

# City of Crystal Lake
# Development Application

Office Use Only
File # _____

Project Title: CRANE BUILDING ADDITION

RECEIVED
MAY 10 2022
By _____

**Action Requested**

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

**Petitioner Information**

Name: GENERAL KINEMATICS CORP.
Address: 5050 Rickert Rd.
Crystal Lake, IL 60014
Phone: 815-455-3222
Fax: 815-455-2285
E-mail: _____

**Owner Information (if different)**

Name: PAUL MUSSCHOOT
Address: _____
_____
Phone: 847-682-5627
Fax: _____
E-mail: pmusschoot@generalkinematics.com

**Property Information**

Project Description: 92,000 square foot addition

Project Address/Location: 5050 RICKERT RD.
CRYSTAL LAKE, IL 60014

PIN Number(s): 19-03-302-002
Adjoining 19-03-301-005-
19-03-302-004

**Development Team**

Please include address, phone, fax and e-mail

**Developer:** General Contractor Herron Construction Co. 908 E. Burnett Road, Island Lake, IL 847-487-4444 / Cell 847-878-7163

**Architect:** OLLMANN ERNEST MARTIN ARCHITECTS dheelein@oaarch.com 200 S. MAIN STREET, BELVIDERE, IL 61008 815.544.7790

**Attorney:** Richard Naughton

**Engineer:** Schmitt Engineering 215 W. Calhoun St. Woodstock, IL 60098 Al Schmitt 815-790-5493 als@schmittengineer.com

**Landscape Architect:**

**Planner:**

**Surveyor:** Schmitt Engineering 215 W. Calhoun St. Woodstock, IL 60098 Al Schmitt 815-790-5493 als@schmittengineer.com

**Other:**

**Signatures**

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.**

Paul Mussehorst May 10, 2022

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, JUNE 1, 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, Repholz, Skluzacek and Teetsov were present.

Elizabeth Maxwell, City Planner was present from Staff.

Mr. Gronow 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 MAY 18, 2022 PLANNING AND ZONING COMMISSION MEETING

Ms. Teetsov noted two corrections to the minutes; she suggested local artists for the 95 Crystal Lake Avenue project and Ms. Repholz suggested black trim around the windows. Staff will make the corrections. Mr. Skluzacek moved to approve the minutes from the May 18, 2022 regular Planning and Zoning Commission meeting as presented with corrections. Mr. Atkinson seconded the motion. On roll call, members Atkinson, Gronow, Jouron, Repholz, Skluzacek, Teetsov, and Greenman voted aye. Motion passed.

## 2022-81 – 230 VIRGINIA STREET – SPECIAL USE PERMIT

Special Use Permit to allow a drinking establishment.

The petitioners were not present. Mr. Greenman moved this item to after Agenda Item 6.

## 2022-119 – 200 CONGRESS PARKWAY, NORTHWESTERN MEDICINE – SPECIAL USE AMENDMENT AND VARIATIONS

A Special Use Permit Amendment to allow changes to the free-standing signs with variations from height and square footage.

Abigail Brueggeman, Construction Project Manager, was present to present the request. She thanked the commission members on behalf of Northwestern Medicine. She noted Northwestern has acquired several other health systems. They discovered that the signage and brand recognition was not up to par and the CEO provided a directive to conduct a signage study. They looked at all the facilities and studied appropriate sign packages from other health care providers to airports and schools. This request is in line

with their approach to streamline and provide clear and concise signage. They are requesting a few variations for the quantity and size of signs.

Mr. Greenman opened the public hearing. There being no one in the public wishing to speak Mr. Greenman closed the public hearing portion and turned it over to staff for a summary of the request.

Ms. Maxwell provided a summary of the request and noted due to the large size of the site and the remote entrances it makes sense to have two free-standing monument signs. Also, for visitors the way-finding signage for pedestrians and vehicles is critical.

Mr. Skluzacek is in favor of the request. They need better directional signage, as he visited the site recently and was unsure where to go. These signs will help people navigate the site.

Ms. Repholz asked about lighting of the signs. Ms. Brueggeman said these are clear letters with internal lighting of the sign. This is better for readability and there are no ground-mounted lights that cause light pollution. Ms. Repholz stated that since this is a medical facility there are a lot of first time visitors and they need additional signage to know where to go so she is okay with the request.

Ms. Teetsov appreciated the sign package they put together and noted it was very helpful in understanding the size and appearance of the proposed signs. She is in support of the request.

Mr. Gronow supports the request. He asked about any landscape that would be disturbed. Ms. Brueggeman showed in the landscape plan and what new landscape would be planted when they disturb the site to remove the existing signs.

Mr. Jouron said this is very nice. He finds it very hard to find the existing directional signage especially if it is up against the building or on the building.

Mr. Atkinson echoed the support of his fellow commissioners.

Mr. Greenman stated he sees how this request meets the Finding of Fact including the hardship standards. He asked for a motion.

Ms. Teetsov made a motion to approve the Special Use Permit Amendment and Variations with the following conditions:

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Dylan DeGraw, received 05/17/22).
   B. Sign Plan Package (Kiku Obata, dated 05/10/22, received 05/17/22)

2. Changes to the signs which meet the UDO or the heights and sizes in this amendment are not required to amend the SUP in the future.

3. The petitioner shall comply with all of the requirements of the Community Development Department

Ms. Jouron seconded the motion. On roll call Members Atkinson, Gronow, Jouron, Repholz, Skluzacek, Teetsov, and Greenman voted aye. Motion passed 7-0.

**2022-101 – 5050 RICKERT ROAD – FINAL PUD AMENDMENT AND VARIATION**

Final Planned Unit Development Amendment to allow a building addition with a variation for maximum height to allow 49 feet.

Mr. Paul Musschoot, CEO and Owner of General Kinematics, his son Tom Musschoot, President of General Kinematics, and Mike Herron, Herron Construction were present to represent the petition. Mr. Musschoot stated they have been here for quite some time. They now have about 200 employees and the building is around 200,000 square feet. They have been blessed with a lot of work. They have customers in 40 countries and they own 4 other companies including an Engineering Design Firm, Foundry and Recycling Equipment Company. They can build things locally here that are too big to ship as one piece.

This request is to create an addition as they need large overhead crane ability. The last addition was done in 1990. The narrowness of the lot reduces the ability for a larger addition. The height is due to the clearance needed for the crane operation.

Mr. Greenman opened the public hearing. There being no one who wanted to speak, he closed the public hearing and turned it over to staff for a summary of the request.

Ms. Maxwell provided a summary of the petitioner's request and stated staff's support for their expansion and investment in Crystal Lake.

Mr. Skluzacek asked about the height variation and how tall is the other portion of the building. Mr. Musschoot stated there are four double hook cranes that will need to light and load large equipment. The trucks back down the cul-de-sac through the building for loading. The other portion of the building is around 38 feet in height. Mr. Skluzacek was okay with all the requests.

Ms. Repholz fully supports the request and thinks this is very exciting local success story.

Ms. Teetsov echoed those sentiments and was glad they are expanding their facility here.

Mr. Gronow supports this and is happy they are staying here and doing well.

Mr. Jouron has lived here 30 years and knows they have been a good business in the City for a long time.

Mr. Atkinson saw some of their equipment in operation when he worked in mining. He likes the design of the project and fully supports what they are doing.

Mr. Greenman said the variation makes sense for operation and they meet all the Findings of Fact. He asked for a motion.

Mr. Skluzacek made a motion to approve the Final Planned Unit Development Amendment with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (General Kinematics, date signed 05/10/2022, received 05/10/2022)
   B. Site Plan (Schmitt Engineering, dated 05/10/2022, received 05/10/2022)
   C. Floor Plans (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
   D. Building Elevations (Ollmann Ernest Martin Architects and Engineers, received 05/10/2022)
   E. Turning Templates (Received 05/10/2022)

2. Continue to work with City staff to comply with the stormwater ordinance.

3. The Petitioner shall address all of the review comments and requirements of the Community Development, Engineering, and Fire Rescue Departments as well as the City's Stormwater Consultant, Christopher B. Burke Engineering.

Mr. Jouron seconded the motion. On roll call Members Atkinson, Gronow, Jouron, Repholz, Skluzacek, Teetsov, and Greenman voted aye. Motion passed 7-0.

## 2022-81 – 230 VIRGINIA STREET – SPECIAL USE PERMIT

Special Use Permit to allow a drinking establishment.

The petitioners were not present so Mr. Greenman asked for a motion to continue the item to the June 15th hearing date.

Mr. Gronow made a motion to continue the item to the June 15th Regular Planning and Zoning Commission meeting. Mr. Skluzacek seconded the motion. On roll call Members Atkinson, Gronow, Jouron, Repholz, Skluzacek, Teetsov, and Greenman voted aye. Motion passed.

## REPORT FROM PLANNING

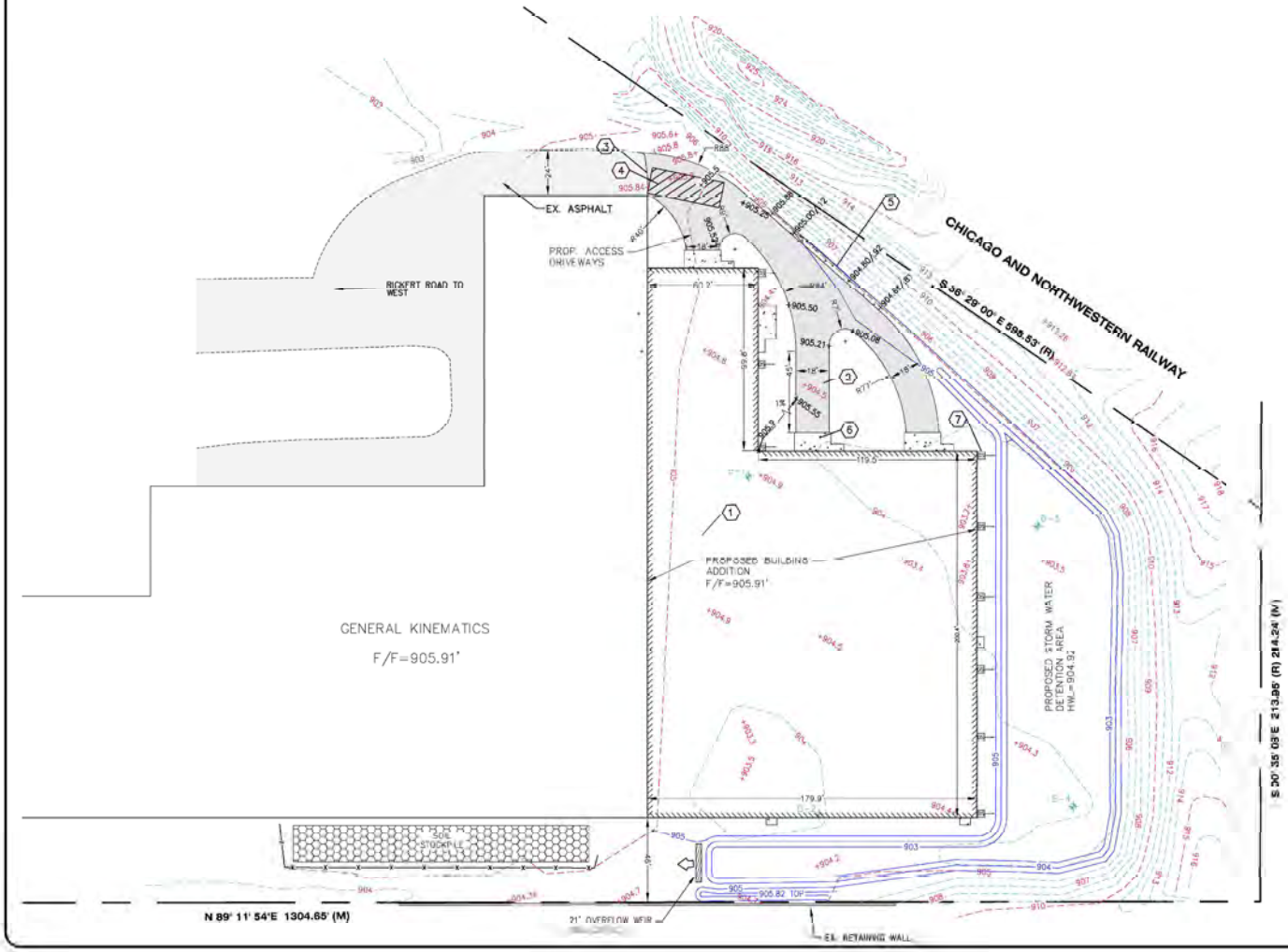
Staff summarized the items scheduled for the next PZC meeting, June 15, 2022. Mr. Greenman stated he will not be at the next meeting so Mr. Jouron will run the meeting.

## COMMENTS FROM THE COMMISSION

None.

## ADJOURNMENT

Mr. Skluzacek made a motion to adjourn the meeting. Mr. Gronow seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:35 p.m.




**THE FOLLOWING CITY DETAILS SHALL APPLY**

1) STANDARD NOTES AND SPECIFICATIONS ( GE-02A, GE-02B)
2) SILT FENCE EC-01
3) CONSTRUCTION ENTRANCE EC-02

## CONTRACTOR NOTES:

THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.

CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE SHALL PROVIDE A TWO-DAY NOTICE FOR ANY WORK REQUIRING OBSERVATION BY THE CITY. FAILURE TO PROVIDE THIS NOTICE MAY DELAY THE ABILITY OF THE CONTRACTOR TO COMPLETE THE WORK. HOWEVER, ANY DELAY SHALL NOT BE THE RESPONSIBILITY OF THE CITY OR ITS REPRESENTATIVES.

SCHMITT ENGINEERING AND ASSOC. INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITIES, OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF SCHMITT ENGINEERING & ASSOC. INC.

IMPERVIOUS AND DISTURBANCE AREAS DATA

| | |
|---|---|
| PROPOSED IMPERVIOUS: | |
| BUILDING ADDITION | 42,080 SQ FT |
| CONCRETE AREAS | 905 SQ FT |
| ASPHALT DRIVEWAYS | 6,341 SQ FT |
| TOTAL PROP. IMPERVIOUS | 49,326 SQ FT |
| TOTAL LOT SIZE: | 220,425 SQ FT 5.06 ACRES |
| SOIL DISTURBANCE | 84,150 SQ FT 1.96 ACRES |

UTILITY NOTES

EXISTING 8" WATER SERVICE TO BE REUSED FOR NEW BUILDING ADDITION

CLIENT:
GENERAL KINEMATICS
5050 RICKERT RD.
CRYSTAL LAKE, IL 60014
847.455.552
pmusschoot@GeneralKinematics.com

REVISIONS

EXPIRES 11 30 2023

GENERAL KINEMATICS
5050 RICKERT RD.
CRYSTAL LAKE IL 60014
PIN# 19-03-302-002
**SITE PLAN**

SCHMITT ENGINEERING

Drawn By: TJM
Checked By: AMS
Date: 5/10/22
Scale: 1"=30'
Job Number: 220402
SHEET Number: **1 of 3**

GE-02a

GENERAL SITE WORK:

1. Pre-Construction meeting shall be conducted with City Staff and all Contractors prior to commencing any grading or underground utility construction activities (schedule meeting with the Community Development Department at 815-356-3605).
2. 24-hour Emergency contact numbers shall be provided to City Staff at the Pre-Construction meeting.
3. Working hours shall be limited to the hours of 7:00 a.m. and 7:00 p.m. on weekdays only (except in cases of emergency). Non-emergency work on weekends or holidays is not permitted per City Code except under written permission from the City Engineer. The owner is responsible for the City Inspector cost of overtime inspection beyond the normal eight (8) hour day, including weekends and holidays.
4. Public/private streets shall be kept free of dirt and debris with regular cleaning, sweeping, and scraping conducted by the Contractor. Junk and debris shall not be allowed to accumulate, blow, or scatter onto streets or adjacent properties.
5. J.U.L.I.E. shall be contacted for utility locations on-site and in the adjacent rights-of-way.
6. Contractor shall provide and maintain fencing, barricades, traffic control signs, and other safeguarding measures during the course of all work to protect the public from the construction conditions.
7. Maintain access to adjacent streets during construction. No closing of streets unless approved is first obtained from the agency with jurisdiction (City of Crystal Lake, McHenry County Department of Transportation, Illinois Department of Transportation, etc).
8. Any damage to public right-of-way, public utilities, streets, curb, etc. shall be repaired/replaced as soon as possible and as directed by the City Engineer.
9. The contractor shall give the City of Crystal Lake, Illinois Department of Transportation, and any other governmental agency having jurisdiction, at least two (2) working days notice excluding Saturday and Sunday prior to the initiation of any phase of construction. Contractor shall immediately notify if construction has ceased and renew the two (2) working day notification thereafter.
10. The Contractor shall be responsible for obtaining all required permits for construction prior to commencement along or across existing streets or highways. The Contractor shall make arrangements for the proper bracing, shoring and other protection of all roadways before construction begins.

GRADING:

1. The grading and construction of the site improvements shall not cause ponding of storm sewer water. All areas adjacent to those improvements shall be graded to allow positive drainage.
2. The proposed grading elevations shown on the plans are finished grade. A minimum of six (6) inches of topsoil is to be placed before finished grade elevations are achieved.
3. Embankment material within parkway and open space areas shall be compacted to a minimum of ninety percent (90%) of maximum density in accordance with ASTM specification D-1557 (modified proctor method), or by such other comply as may be determined appropriate by the soils engineer.
4. All subgrade material shall have a minimum CBR (California Bearing Ratio) of 3.0 as determined by the soils engineer, or base replacement and pavement design revisions shall be provided which are adequate to obtain equivalent pavement strength.
5. Proposed pavement areas, building pads, driveways and sidewalks and parkspan space areas shall be excavated or filled to plus or minus 0.1 foot of design subgrade elevations by the Contractor.
6. Any borrow pit locations shall be identified by the Contractor on a copy of the approved site plans and forwarded to the Engineering Division at least 24-hours prior to excavation. Provide backfill compaction reports from a geotechnical engineer and as-built plans to the Engineering Division for any borrow pit area.
7. Backfill shall be monitored by a geotechnical engineer on-site with compaction reports forwarded to the Engineering Division for review.
8. Water truck shall be on-site at all times during mass-grading operations and be available as needed for the purposes of dust control or at the request of City Staff.
9. Use of City fire hydrants is not allowed unless approved (separate from this permit) by the Public Works Department and a hydrant meter and RPZ is obtained from the City of Crystal Lake Water Division (815-356-3614). Only the City of Crystal Lake Water Division may operate valves and hydrants.

| Revised: | Drawing Name | Drawing Number | |
|---|---|---|---|
| 1. 06/12/2015 | STANDARD NOTES AND SPECIFICATIONS | GE-02a | City of Crystal Lake Illinois |
| 2. | | Date: 01/30/15 | |
| 3. | | Drawn: DD / Checked: AW | |
| 4. | | | |

GE-02b

TOPSOIL STOCKPILING:

1. Location of any on-site topsoil stockpiles shall be identified on the approved plans with silt fence installed around the perimeter of the stockpile.
2. Topsoil stockpiled for future use shall be relatively free from large roots, sticks, weeds, brush, stones larger than one (1) inch diameter, or other litter and waste products including other extraneous materials not conducive to plant growth.
3. Topsoil shall be stockpiled in sequence to eliminate any re-handling or double movements by the Contractor. Failure to properly sequence the stockpiling operations shall not constitute a claim for additional compensation. No material shall be stockpiled in front yards, in utility easements, or in the right-of-way lines.
4. If a stockpile is to remain in place for more than (14) calendar days, it is required that the stockpile meet the requirements as outlined in section 585 of the City Code.

UNDERGROUND UTILITY:

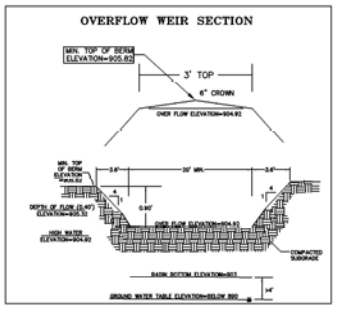
1. The Contractor shall coordinate water main, water service, sanitary and storm sewer inspections and testing with the Community Development at least 24 hours in advance.
2. All main line sanitary shall be cleaned and televised (provide DVD to the City's Engineering Division).
3. All manhole or valve covers shall be inscribed "City of Crystal Lake Sanitary", or "City of Crystal Lake Storm", or "City of Crystal Lake Water" as directed by the City.
4. Reference the latest edition of the Standard Specifications for Water and Sewer Main Construction in Illinois.
5. Existing manholes to be circular cores and covers.

EROSION CONTROL:

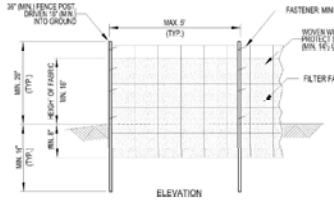
1. All specified erosion control measures shall be installed and maintained per the requirements of the Crystal Lake Stormwater Ordinance in accordance with the active NPDES permit.
2. All slopes 4:1 or steeper shall be sodded or blanketed immediately after mass earthwork.
3. All overland flow routes to be stabilized by sod or blankets.
4. Erosion control measures to be inspected and approved by City Engineering Division prior to additional work on site.
5. Continuous monitoring of erosion control measures is required. Maintain records of weekly reports per the City of Crystal Lake Stormwater Ordinance.
6. The Contractor shall implement any additional erosion control measures deemed necessary by the City per the standards of the City Of Crystal Lake Stormwater Ordinance.
7. All storm sewer catch basins, sumps and/or retention basins provided are to be cleaned at the end of construction of the project prior to final acceptance. Cleaning may also be required during the course of the construction of the project if it is determined that the silt and debris traps are not properly functioning and their performance is impaired.
8. Rip-rap material RR 2 (6") - RR1 (16") shall be in accordance with Article 281 and grouted in place according to Article 621 of the IDOT Standard Specifications.
9. Projects of 1 Acre or greater must obtain an NPDES permit prior to commencement of any construction activity.

| Revised: | Drawing Name | Drawing Number | |
|---|---|---|---|
| 1. 06/12/2015 | STANDARD NOTES AND SPECIFICATIONS | GE-02b | City of Crystal Lake Illinois |
| 2. | | Date: 01/30/15 | |
| 3. | | Drawn: DD / Checked: AW | |
| 4. | | | |

## OVERFLOW WEIR SECTION




GE-01




MATERIAL SPECIFICATIONS:

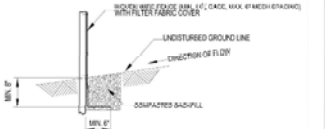
POSTS: STEEL (EITHER "T" OR "L" TYPE) OR HARDWOOD WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.0 SQ. IN.

FENCE: WOVEN WIRE (14½ GAGE) WITH 6" MAX. MESH OPENING

FILTER CLOTH: FILTER X, MIRAFI 100X, STABILINKA T 140N.

NOTES:

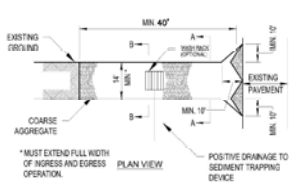
1. TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED AS NEEDED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION.
2. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POST WITH TIES OR STAPLES
3. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MIDSECTION
4. WHEN TWO (2) SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX (6) INCHES AND FOLDED
5. MATERIAL SHALL BE REMOVED WHEN BULGES DEVELOP IN THE SILT FENCE
6. DOUBLE ROWS OF SILT FENCE SPACED FIVE (5) FEET APART SHALL BE PLACED AROUND EXISTING STORMWATER MANAGEMENT FACILITIES OR WETLANDS AS ADDITIONAL PROTECTION WHEN REQUIRED BY CITY ENGINEER




FABRIC ANCHOR DETAIL

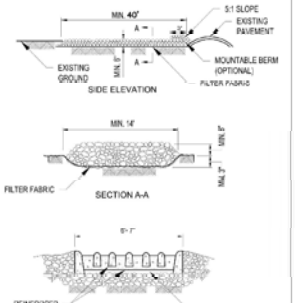
| Revised: | Drawing Name | Drawing Number | |
|---|---|---|---|
| 1. 06/12/2015 | SILT FENCE | EC-01 | City of Crystal Lake Illinois |
| 2. | | Date: 12/4/2012 | |
| 3. | | Drawn: DD / Checked: AW | |
| 4. | | | |

EC-02

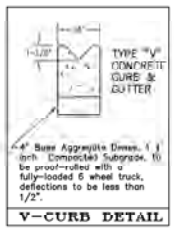



NOTES:

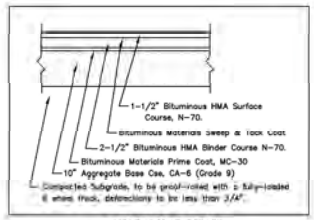
1. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF SECTION 282 OF THE IDOT STANDARD SPECIFICATIONS AND SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO THE PLACEMENT OF ROCK.
2. ROCK OR RECLAIMED CONCRETE SHALL MEET ONE OF THE FOLLOWING IDOT COARSE AGGREGATE GRADATIONS, CA-1, CA-2, CA-3 OR CA-4.
3. ANY DRAINAGE FACILITIES REQUIRED BECAUSE OF WASHING SHALL BE CONSTRUCTED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
4. IF WASH RACKS ARE USED, THEY SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS.




| Revised: | Drawing Name | Drawing Number | |
|---|---|---|---|
| 1. 06/12/2015 | CONSTRUCTION ENTRANCE | EC-02 | City of Crystal Lake Illinois |
| 2. | | Date: 2/13/2012 | |
| 3. | | Drawn: DD / Checked: AW | |
| 4. | | | |




V-CURB DETAIL




ASPHALT DETAIL

CLIENT:
GENERAL KINEMATICS
5050 RICKERT RD.
CRYSTAL LAKE, IL 60014
847-6800867
pmusschoot@GeneralKinematics.com

REVISIONS

EXPIRES 11-30-2023

GENERAL KINEMATICS
5050 RICKERT RD
CRYSTAL LAKE IL 60014
PIN# 19-03-302-002

**CONSTRUCTION DETAILS**


SCHMITT ENGINEERING
215 Pearl Street, Suite 201, Woodstock, IL 60098
Ph (815) 337-2910 Fx (815) 337-2912
www.schmittengineering.com


Drawn By: TJM
Checked By: AMS
Date: 5/10/22
Scale: N/A
Job Number: 220402
SHEET Number: **2 of 3**

| MEASURE GROUP | CONTROL MEASURE | APPL. | CONTROL MEASURE CHARACTERISTICS X | TEMP. | PERMANENT |
|---|---|---|---|---|---|
| VEGETATIVE SOIL COVER | TEMPORARY SEEDING | | PROVIDES QUICK TEMPORARY COVER TO CONTROL EROSION WHEN PERMANENT SEEDING IS NOT DESIRED OR TIME OF YEAR IS INAPPROPRIATE. | X | |
| | PERMANENT SEEDING | | PROVIDES PERMANENT VEGETATIVE COVER TO CONTROL EROSION, FILTERS SEDIMENT FROM WATER. MAY BE PART OF FINAL LANDSCAPE PLAN. | | X |
| | DORMANT SEEDING | | SAME AS PERMANENT SEEDING EXCEPT IS DONE DURING DORMANT SEASON. HIGHER RATES OF SEED APPLICATION ARE REQUIRED. | | |
| | SODDING | | QUICK PERMANENT COVER TO CONTROL EROSION. QUICK WAY TO ESTABLISH VEGETATION FILTER STRIP. CAN BE USED ON STEEP SLOPES OR IN DRAINAGEWAYS WHERE SEEDING MAY BE DIFFICULT. | | |
| | GROUND COVER | | PROVIDES GROUND COVER, SHRUBS AND TREES IN ADDITION TO PERMANENT VEGETATION. MAY BE USED AS PART OF A FINAL LANDSCAPE PLAN ALONG WITH SHRUBS AND TREES. | | |
| NON VEGETATIVE SOIL COVER | MULCHING | | ADDED INSURANCE OF A SUCCESSFUL TEMPORARY OR PERMANENT SEEDING. CONTROLS UNWANTED VEGETATION AND PRESERVES MOISTURE. PROVIDES COVER WHERE VEGETATION CANNOT BE ESTABLISHED | | |
| | AGGREGATE COVER | | PROVIDES SOIL COVER ON ROADS AND PARKING LOTS AND AREAS WHERE VEGETATION CANNOT BE ESTABLISHED. PREVENTS MUD FROM BEING PICKED UP AND TRANSPORTED OFF-SITE. | | |
| | PAVING | | PROVIDES PERMANENT COVER ON PARKING LOTS AND ROADS OR OTHER AREAS WHERE VEGETATION CANNOT BE ESTABLISHED. | | X |
| | EROSION BLANKET | | PROVIDES QUICK TEMPORARY COVER TO CONTROL EROSION WHEN PERMANENT SEEDING TIME OF YEAR IS INAPPROPRIATE AND IN SLOPED AREAS. | X | |
| DIVERSIONS | RIDGE DIVERSION | | TYPICALLY USED ABOVE SLOPES. USED WHERE AN EXCESS OF SOIL IS AVAILABLE. | | |
| | CHANNEL DIVERSION | | TYPICALLY USED AT TOP OR BASE OF SLOPES. USED WHEN EXCESS SOIL IS NOT AVAILABLE. | | |
| | COMBINATION DIVERSION | | TYPICALLY USED ANYWHERE ON A SLOPE, SOIL TAKEN OUT OF CHANNEL IS USED TO BUILD THE RIDGE. | | |
| | CURB AND GUTTER | | SPECIAL CASE OF DIVERSION USED IN CONJUNCTION WITH A STREET TO DIVERT WATER FROM AN AREA NEEDING PROTECTION. | | X |
| | BENCHES | | SPECIAL CASE OF DIVERSION CONSTRUCTED WHEN WORKING ON CUT SLOPES TO SHORTEN LENGTH OF SLOPE AND ADD SLOPE STABILITY. | | |
| WATERWAYS | BARE CHANNEL | | PROVIDES MEANS OF CONVEYING RUNOFF TO DESIRED LOCATION. MAY BE USED TO DRAIN DEPRESSIONAL AREAS. ONLY APPLICABLE WHEN VELOCITY OF FLOW IS VERY LOW. | | |
| | VEGETATIVE CHANNEL | | PROVIDES ADDED STABILITY TO CHANNEL. USED WHEN VELOCITY OF FLOW IS NOT EXTREMELY FAST. | | |
| | LINED CHANNEL | | USED WHEN VEGETATION WILL NOT PROTECT THE CHANNEL AGAINST HIGH VELOCITIES OF FLOW OR WHERE VEGETATION CANNOT BE ESTABLISHED. | | |
| | ROCK CHECKS | | PROVIDES AN ENERGY DISSIPATOR ALONG A LENGTHY CHANNEL TO REDUCE VELOCITY OF STORMWATER | | |
| ENCLOSED DRAINAGE | STORM SEWER | | CAN BE USED TO CONVEY SEDIMENT LADEN WATER TO SEDIMENT BASIN OR IN CONJUNCTION WITH A WATERWAY. | | X |
| | UNDERDRAIN | | USED TO LOWER WATER TABLE AND INTERCEPT GROUNDWATER FOR BETTER VEGETATION GROWTH AND SLOPE STABILITY. USED TO CARRY BASE FLOW IN WATERWAYS AND TO DEWATER SEDIMENT BASINS. | | |
| SPILLWAYS | STRAIGHT PIPE SPILLWAY | | USED FOR RELATIVELY SMALL VERTICAL DROPS AND SMALL FLOWS OF WATER. | | |
| | DROP INLET PIPE SPILLWAY | | SAME AS PIPE SPILLWAY EXCEPT LARGER FLOWS AND LARGE VERTICAL DROPS CAN BE ACCOMMODATED. | | |
| | WEIR SPILLWAY | | USED FOR RELATIVELY SMALL VERTICAL DROPS AND FLOWS MUCH GREATER THAN PIPE STRUCTURES. | | |
| | BOX INLET WEIR SPILLWAY | | SAME AS WEIR SPILLWAY LARGER FLOWS CAN BE ACCOMMODATED BECAUSE OF LOWER WEIR LENGTH. | | |
| OUTLETS | LINED APRON | | PROTECTS DOWNSTREAM CHANNEL FROM HIGH VELOCITY OF FLOW DISCHARGING FROM STRUCTURES. | | |
| | STONE RIPRAP | | USED AS AN ENERGY DISSAPATOR AT OUTLET STRUCTURES TO REDUCE VELOCITIES. | | |
| SEDIMENT BASINS | SEDIMENT TRAP | | USED WHERE TOPOGRAPHY LENDS ITSELF TO CONSTRUCTING A DAM AND EARTH FILL IS AVAILABLE. USED WHERE THERE IS NOT ENOUGH ROOM FOR A WET OR DRY DETENTION BASIN OR IN A LOCATION WHERE DETENTION IS NOT REQUIRED. | | |
| | SEDIMENTATION POND | | A WET OR DRY DETENTION BASIN SIZED FOR THE POST DEVELOPMENT 100 YEAR STORM TEMPORARILY MODIFIED TO ENHANCE SEDIMENT REMOVAL DURING CONSTRUCTION. | | |
| SEDIMENT FILTERS | BARRIER FILTER | | USED FOR SINGLE LOTS OR DRAINAGE AREAS LESS THAN 1/2 ACRE TO FILTER SEDIMENT FROM RUNOFF. | | |
| | VEGETATIVE FILTER | | USED ALONG DRAINAGEWAYS OR PROPERTY LINES TO FILTER SEDIMENT FROM RUNOFF. SIZE MUST BE INCREASED IN PROPORTION TO DRAINAGE AREA. | | |
| | FILTER FABRIC | | USED FOR FILTERING SEDIMENT WITHIN THE ROADWAY BEFORE ENTERING THE STORM SEWER. | X | |
| | INLET PROTECTION | | USED FOR FILTERING SEDIMENT WITHIN GRASS AREAS BEFORE WATER ENTERS THE STORM SEWER. | X | |
| MUD AND DUST CONTROL | CONST. ENTRANCE | | PREVENT MUD FROM BEING PICKED UP AND CARRIED OFF-SITE. (SEDIMENT ON PUBLIC ROADS IS NOT TO BE FLUSHED OFF WITH WATER). | X | |
| | DUST AND TRAFFIC CONTROL | | PREVENTS DUST FROM LEAVING CONSTRUCTION SITE. | | |

| STABILIZATION TYPE | JAN. | FEB. | MAR. | APR. | MAY | JUNE | JULY | AUG | SEPT. | OCT. | NOV. | DEC. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PERMANENT SEEDING | | | A,B,C, D | | | | | | | | | |
| SODDING | | | | C** | | | | | | | | |
| TEMPORARY SEEDING | | | E | | | | | | | | | |
| DORMANT SEEDING | | | | | | | | | | | | |

**STANDARD LAWN MIXTURE**
A (1) KENTUCKY BLUEGRASS 50 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE AND CREEPING RED FESCUE 20 LBS/ACRE

**SALT TOLERANT MIXTURE B**
(1A) BLUE GRASS 30 LBS/ACRE PERENNIAL RYEGRASS 10 LBS/ACRE DAWSONS RED FESCUE 10 LBS ACRE SCALDIS HARD FESCUE 10 LBS/ACRE FULTS SALT GRASS 30 LBS/ACRE

**LOW PROFILE NATIVE GRASS MIXTURE**
C ANDROPOGON SCOPARIUS (LITTLE BLUE STEM) 5 LBS/ACRE
BOUTELOVA CURTIPENDULA (SIDE OATS GRAMA) 5 LBS/ACRE ELYMUS CANADENSIS (MLD RYE) 1 LBS/ACRE SPOROBOLUS HETEROLEPSIS (PRAIRIE DROPSEED) 0.5 LBS/ACRE ANNUAL RYE GRASS 25 LBS/ACRE OATS, SPRING 25 LBS/ACRE PERENNIAL RYE GRASS 15 LBS/ACRE

**WETLAND GRASS AND SEDGE MIXTURE.**
D (4B) ANNUAL RYE GRASS 25 LBS/ACRE OATS, SPRING 25 LBS/ACRE
E CEREAL RYE 90 LBS/ACRE, OR WHEAT 90 LBS/ACRE, OR PERENNIAL RYEGRASS 25 LBS/ACRE
G SOD
* IRRIGATION NEEDED DURING JUNE AND JULY
** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD.
( ) IDOT STANDARD

## EROSION CONTROL SPECIFICATIONS & NOTES:

This plan has been prepared to comply with the provisions of the NPDES Permit, which is issued by the Illinois Environmental Protection Agency for Stormwater Discharges from Construction Site Activities.

**SITE DESCRIPTION**

a. The following is a description of the construction activity, which is the subject of this plan:

The proposed development consists of a building addition, driveways to loading docks, and the excavation of an infiltration basin. These construction activities will include: grading, soil erosion and sedimentation control measures.

b. The following is a description of the intended sequence of major activities, which will disturb soils for major portions of the construction site such as site clearing, excavation and grading.

The sequence of the construction activities may be as follows:

1. Install silt (barrier filter) fence and stabilized construction entrance
2. Site clearing
3. Mass grading
4. Storm sewer, sanitary sewer and watermain construction
5. Fine grade swales and place seed disturbed areas
6. Remove sediment from siltation fences and traps as necessary
7. Stabilize erosion areas with seeding & silt fence as necessary

The soil erosion and sedimentation control items will be constructed as needed during the above construction activities.

c. The site contains approximately 5.1 acres. 1.96 acres of this site will be disturbed by construction activities.

d. The existing site is comprised of a commercial building, grass landscaping around said building, an asphalt drive, asphalt parking lots, a grass field, a gravel drive, and trees.

e. This property is within the Fox River Watershed.

**CONTRACTOR CERTIFICATION STATEMENT**

"I certify under the penalty of law that I understand this storm water pollution prevention plan and the terms of the National Pollutant Discharge Elimination System (NPDES) permit (ILR10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification"

Date

Signature

Title

Name of Firm

Address

City State Zip Code

Phone Number

**OWNER CERTIFICATION STATEMENT**

"I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Date

Signature

Title

Name of Firm

Address

City State Zip Code

Phone Number

## 2. CONTROLS

This plan addresses the various controls that will be implemented for each of the major construction activities described in 1b above. For each measure discussed, the contractors will be responsible for its implementation as indicated. The general contractor has signed the required certification on forms, which are attached to, and are a part of, this plan.

a) Erosion and Sediment Controls

I. STABILIZATION PRACTICES

Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Except as provided in 2.a (I) (A) and 2.b. stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 10 days after the construction activity in that portions of the site where construction activity will not occur for a period of 21 or more calendar days.

A. Where the initiation of stabilization measures by the 10th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following interim and permanent stabilization practices, as a minimum will be implemented to stabilize the disturbed area of the site:

1. Permanent seeding
2. Temporary seeding, mulch, erosion mat, etc

B. Erosion control structures must be inspected weekly and after every rainstorm of one-half inch of rainfall or greater. Any repairs or replacements needed to ensure adequate erosion control must be made immediately. Items D-I will be repeated for each phase.

Construction shall be scheduled in the following order:

1. Install construction access entrances and silt fencing as located on plan
2. Grade Site
3. Seed topsoil stockpiles
4. Rough grade roadways
5. Rough grade building pads and yards
6. Final grade areas that will not be disturbed by building construction. These areas will then be covered with topsoil, seeded and stabilized with excelsior blanket where directed on erosion control plan sheet.
7. Temporary seed any areas that cannot be permanently seeded, including building pads that will not commence foundation construction for more than 21 days.
8. Install storm sewers including filter fabric between frame and grate, and riprap at the downstream end of flared end sections
9. Building construction
10. Finalize roadway grading
11. Finalize grading around buildings, re-spread topsoil, spread seed, and put excelsior blanket down.
12. Proof roll road sub-base
13. Construct gravel road sub-base and base surface course
14. Place topsoil in all disturbed areas along the right-of-way and seed

Any situation of conduits, structures, or ditches shall be cleaned and maintained by the Contractor on a weekly basis, until the seeding has taken hold. All washouts, gullies, etc. will be re-graded and reseeded by the contractor, at the Contractor's expense. Sediment on public roads from the site shall not be flushed off with water.

The Contractor's responsibility for erosion control shall extend throughout the construction process. The Contractor shall be responsible for cleanup of paved surfaces within and adjacent to the project.

All erosion control practices shall be in compliance with the latest revision of the "Standard Specifications for Road and Bridge Construction", by the Illinois Department of Transportation and with the Illinois Environmental Protection Agency's "Illinois Urban Manual".

II. STRUCTURAL PRACTICES.

Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed area of the site. The installation of these devices may be subject to Section 404 of the Clean Water Act.

1. Storm sewer system
2. Inlet protection using filter fabric
3. Silt filter fence

b. Stormwater Management

I. Provided below is a description of measures that will be installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The practices selected for implantation were determined on the basis of the technical guidance contained in IEPA's Standard Specifications for Soil Erosion and Sedimentation Control, and other ordinances listed in the Specifications. The stormwater pollutant control measures shall include:

1. Silt filter fence
2. Storm sewers
3. Inlet protection

II. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydro period and hydrodynamics present prior to the initiation of construction activities).

Stormwater Management Control includes:

1. Vegetative channels
2. Outlet protection using riprap
3. Inlet protection using filter fabric
4. Sediment basin

c. Other Controls

I. Waste Disposal. The solid waste materials including trash, construction debris, excess construction materials, machinery, tools and other items will be collected and disposed off-site by the contractor. The contractor is responsible to acquire any permit required for such disposal. Burning on the site will not be permitted. No solid materials, including building Materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.

II. The provision of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

d. Approved State or Local Plans

The management practices, controls and other provisions contained in this plan are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, use latest version. Requirements specified in sediment and erosion control site plans or site permits or stormwater management or surface water resources are, upon submittal of an NOI to be authorized to discharge under this permit, incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

## 3. MAINTENANCE

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan and Standard Specifications.

Vegetative or erosion control measures: The vegetative growth or temporary and permanent seeding, sodding, vegetative channels, vegetative filter, etc. shall be maintained periodically and supply adequate watering. The vegetative cover shall be reseeded as necessary.

Sedimentation basins/traps: The sediments shall be removed when the sediment occupies 40-50 percent of the total original capacity. In no case shall the sediment be built up to within 1 foot of the crest elevation. At this stage, the basin shall be cleaned out to restore its original volume. Sediment Basins shall be removed at end of construction; at the time the final surface course has been placed.

Silt filter fence: The damaged silt filter fence shall be restored to meet the Original Design Standards. Removed and replaced as needed.

Straw bale barrier filters: The straw bale barrier filter shall be inspected frequently and shall be repaired or removed and replaced as needed.

Riprap outlet protection: It shall be inspected after high flows for any scour beneath the riprap or for stones that have been dislodged. It shall be repaired immediately.

## 4. INSPECTIONS

Qualified personnel shall inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm that is 0.50 inches or greater or equivalent snowfall.

a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

b. Based on the results of the inspection, the description of potential pollutant sources identified in accordance with the Site Description of this permit and pollution prevention measures identified in the plan shall be revised as appropriate as soon as practicable after such inspection. Such modifications shall provide for timely implementation of any change to the plan within 7 calendar days following the inspection.

c. A report summarizing the scope of the inspection, the name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the storm water pollution prevention plan, and actions taken in accordance with paragraph b above shall be made and retained as part of the storm water pollution prevention plan for at lease 3 years after the date of inspection. The report shall be signed in accordance with Signatory Requirements of this permit.

d. The permitee shall complete and submit within 5 days an "incidence of noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during an inspection conducted, including those not required by the Plan. Submission shall be on forms provided by the Agency and include specific information of the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environment impact, which may have resulted from the noncompliance.

e. All reports of noncompliance shall be signed by a responsible authority as defined in General Permit ILR1Q, Part VI, G (Signatory Requirements).

f. All reports of noncompliance shall be mailed to the Agency at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section
1021 North Grand East
PO Box 19276
Springfield, IL 62794-9276

## 5. NON-STORMWATER DISCHARGES

Except for flows from fire fighting activities, sources of non-stormwater that may be combined with stormwater discharges associated with the construction activity address in this plan are described below:

a. Watering for dust control
b. Irrigation drainage for vegetative growth for seeding, etc.

The pollution prevention measures, as described below, will be implemented for non-stormwater components of the discharge.

The erosion due to irrigation of seeding shall be considered minor.

Contractor to provide the above non-stormwater discharges control to the standard specification required by the Village or the approved equal.

c. End of construction season/winter construction:

The grading contractor shall submit to the inspecting engineer, between September 1 and September 15, a 8 1/2" x 11" (or 11" x 17") reduced size grading sheet (unmarked sheet to be provided by the design engineer) marked to show areas to be disturbed and stabilized through the remainder of the year. This will include proposed schedule dates for grading activities and for placement of topsoil, seed, and excelsior blanket. The contractor shall not propose to disturb new areas that cannot be reasonably expected to be stabilized before the end of the year. This plan shall be updated and resubmitted the first week of each month as long as grading continues up to and including February. Each update will account for weather conditions, work completed, and available manpower.

In general, unless altered by unseasonably warm or cold conditions, no seeding shall be placed between October 15 and November 15. Dormant seeding shall be placed on any un-stabilized areas remaining after November 15 (where active grading has ceased). Dormant seeding shall be of the appropriate mixture for temporary or permanent seeding, but shall be placed at 150% of the normal rate. Dormant seeding shall also be covered with excelsior mat (where specified on the erosion control sheet) or with straw mulch at a rate of 2 ton/acre. If straw is placed, it shall be crimped into the soil by running over it with a tractor/bulldozer or similar tracked machine. All unfinished areas should be so stabilized before the first measurable and lasting snowfall. Any areas not stabilized shall be stabilized as soon as the snow melts.

Underground utility work may continue at the contractor's discretion. After November 15, once a portion of a trench is backfilled, it shall immediately be treated with dormant seeding as described above. Any grading that continues past December 15 shall be phased to minimize the amount of area being actively disturbed. Ongoing grading and stockpiles shall be surrounded with silt fence on the downhill edge and along curbs until grass is established

CLIENT:
GENERAL KINEMATICS
5050 RICKERT RD
CRYSTAL LAKE IL 60014
847-882-8827

REVISIONS

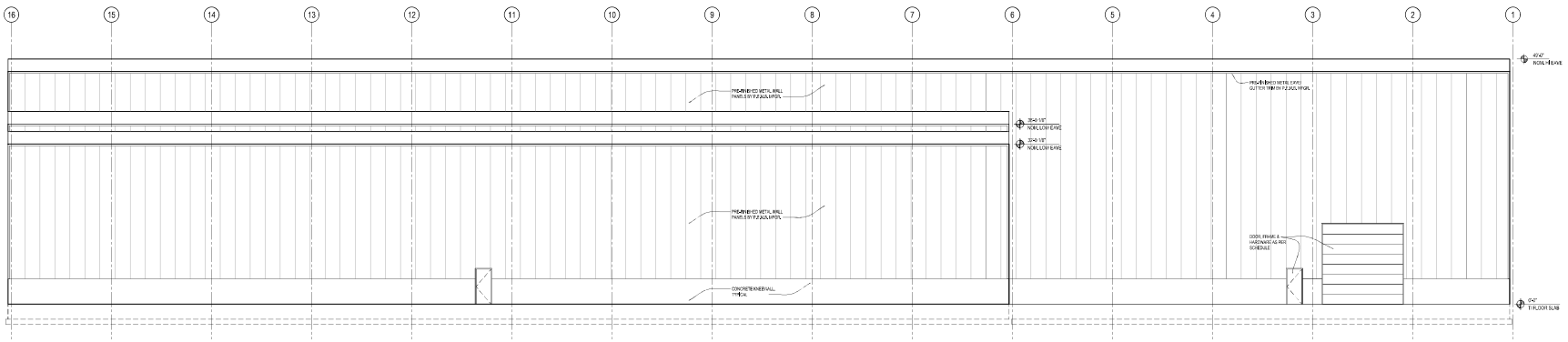
EXPIRES 11-30-2023

GENERAL KINEMATICS
5050 RICKERT RD.
CRYSTAL LAKE IL 60014
PIN# 19-03-302-002

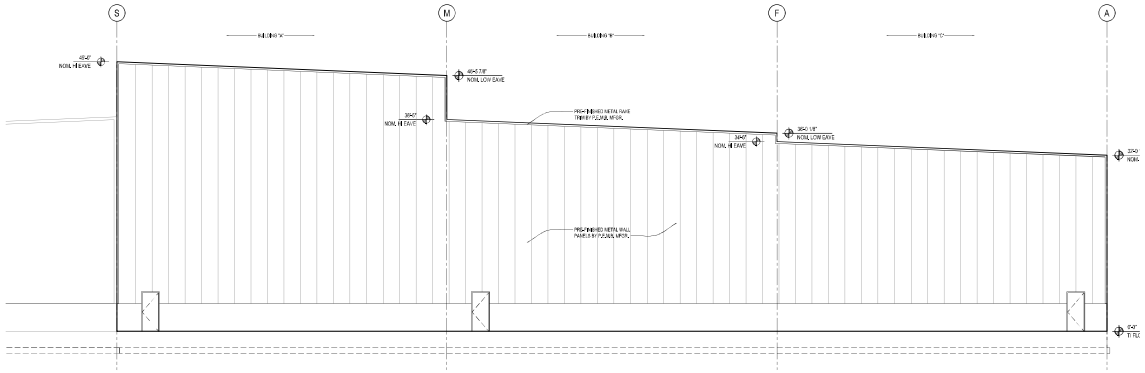
STORM WATER POLLUTION PREVENTION PLAN

SCHMITT ENGINEERING
215 West Calhoun, Woodstock, IL 60098
Ph (815) 337-1900 Fax (815) 337-1912
www.schmittengineering.com

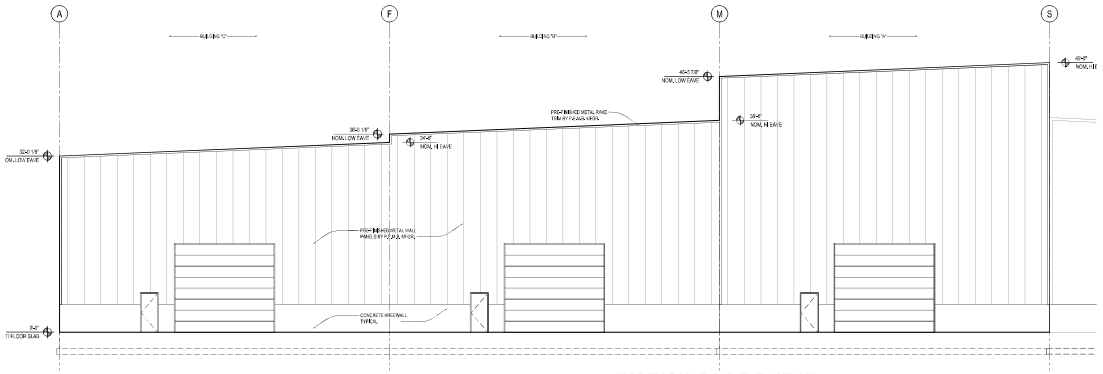
Drawn By
TJM
Checked By
AMS
Date
5/10/22
Scale
N/A
Job Number
220402
SHEET Number
3 of 3




F8 EAST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"




H4 SOUTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"




J8 NORTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

REVIEW MEETING WITH CITY 5-4-2022

BUILDING ELEVATIONS

Date PRELIM. Revisions

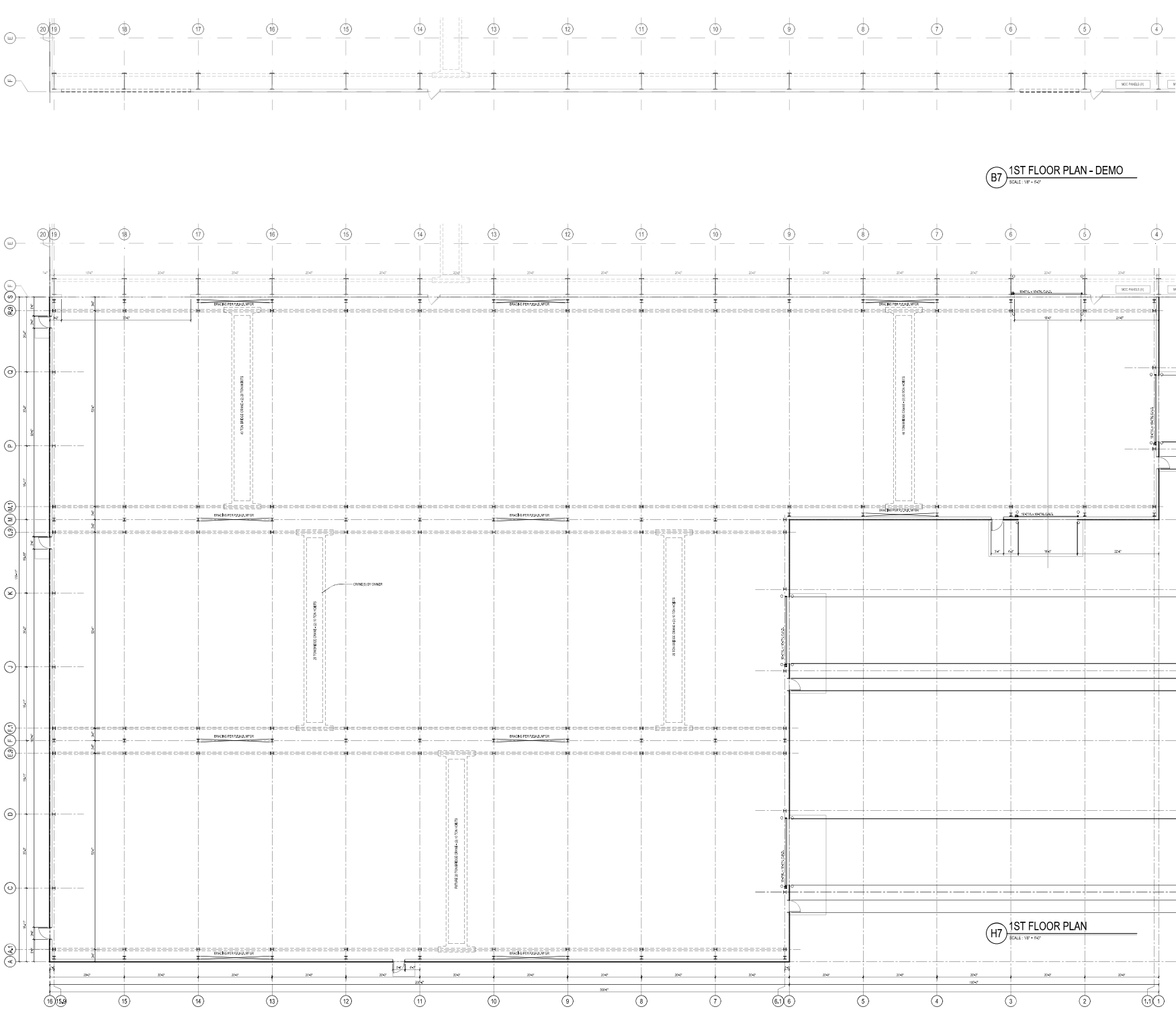
2022-002

A201

Ollmann Ernest Martin
Architects and Engineers
200 South Main Street Belvidere Illinois 61008
+815-544-7100 Phone

CRANE BUILDING ADDITION for
GENERAL KINEMATICS
5060 Rickert Road
Crystal Lake, Illinois 60014, USA

2022©

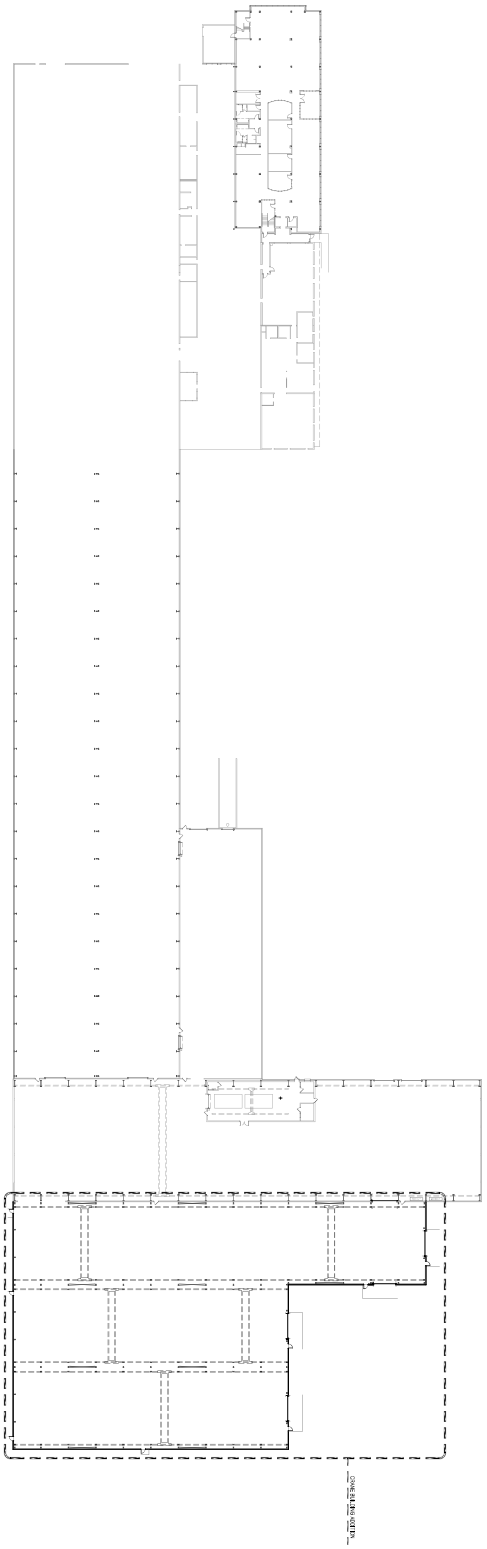



REVIEW MEETING WITH CITY 5-4-2022

CRANE BUILDING ADDITION for
GENERAL KINEMATICS
5060 Rickert Road
Crystal Lake, Illinois 60014, USA
2022©

Ollmann Ernest Martin
Architects and Engineers
200 South State Street Belvidere Illinois 61008
+815-544-7100 Phone

1ST FLOOR PLAN
Date PRELIM. Revisions
2022-000
A101



A1 OVERALL 1ST FLOOR PLAN
SCALE: 1/32" = 1'-0"

REVIEW MEETING WITH CITY 5-4-2022

OVERALL PROJECT PLAN

A101

2022

Date: PRELIM. Revision:

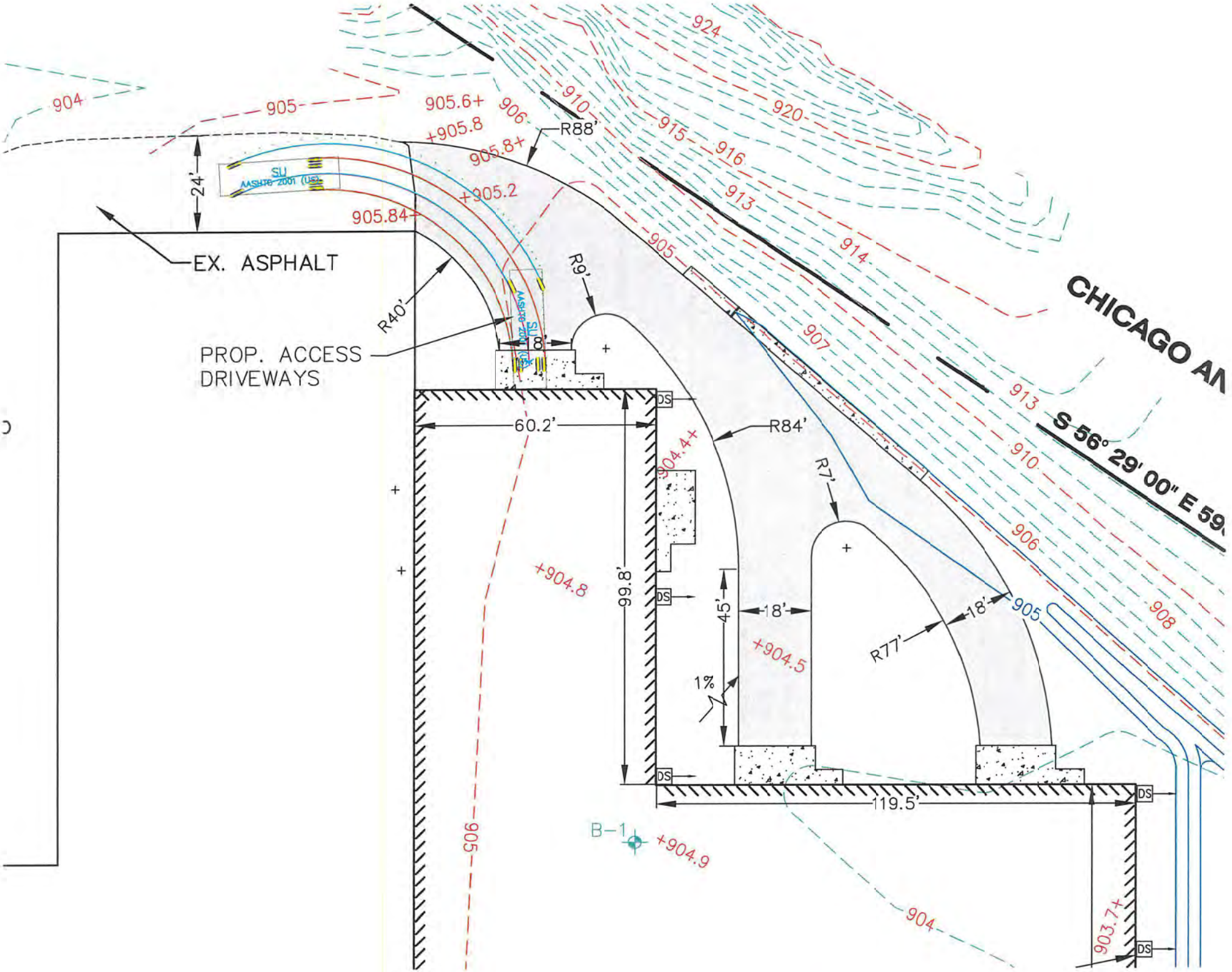
Ollmann Ernest Martin
Architects and Engineers
200 South State Street Belvidere Illinois 61008
T 815-544-7790 Phone

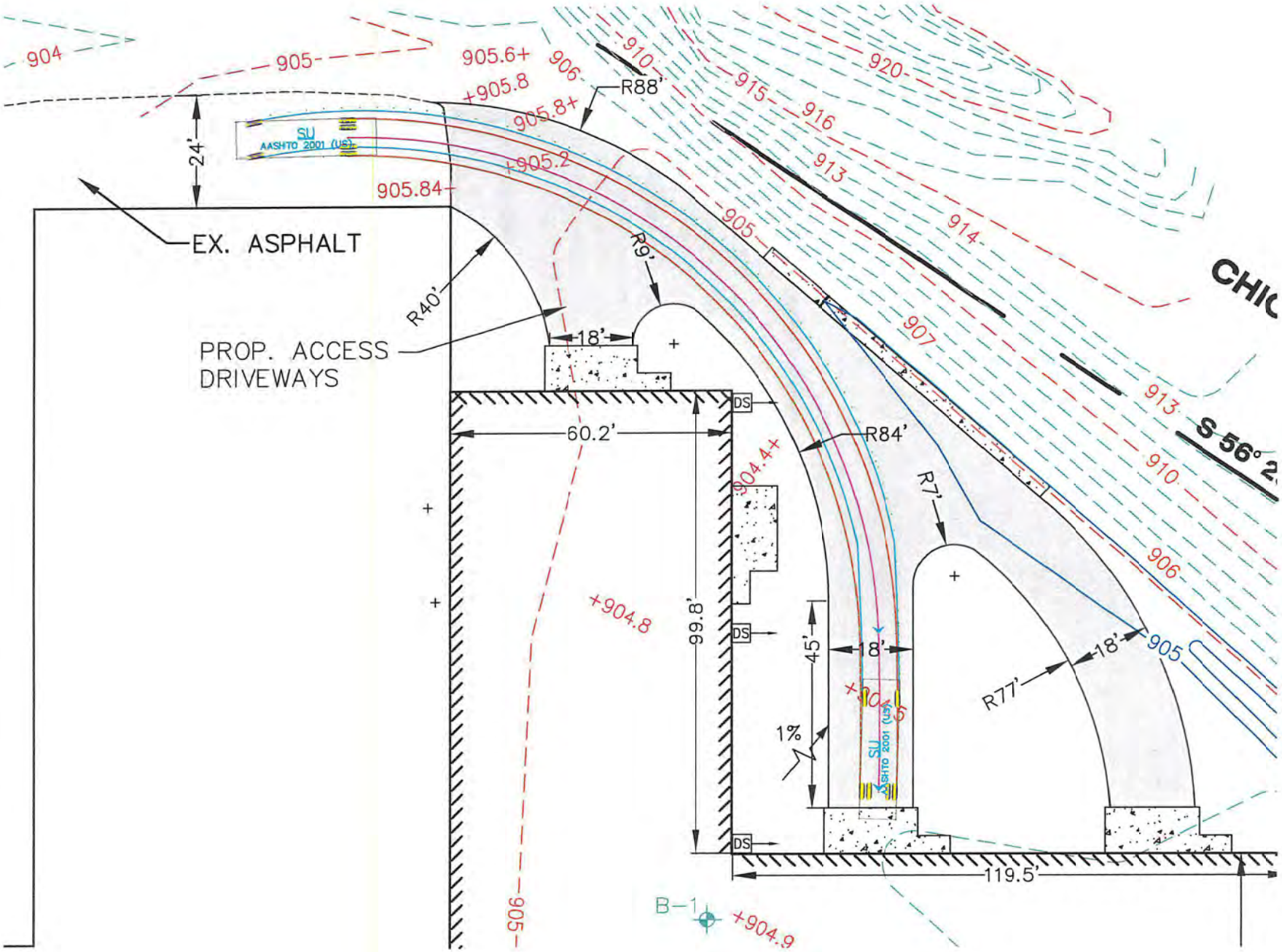
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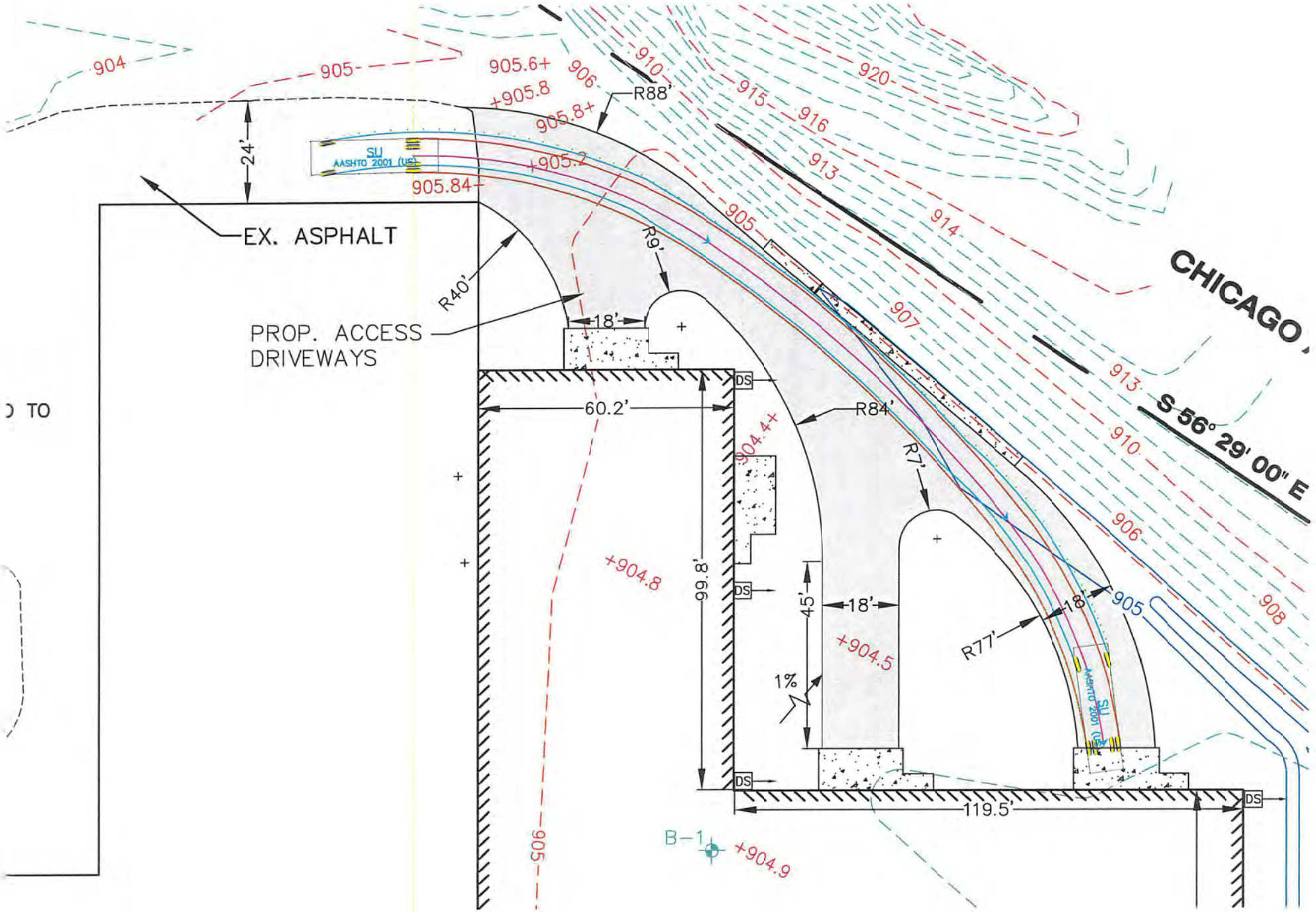
# GENERAL KINEMATICS

5050 Rickert Road Crystal Lake, Illinois 60014 USA

2022


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AASHTO 2001 (US)

**Agenda Item No: 11**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** Manufacturing Job Creation and Investment Grant Program Matching Grant application request for General Kinematics requesting $10,000 in matching grant funds.

**Recommendation:** City Council's discretion:

1. Motion to award $10,000 in Manufacturing Job Creation and Investment Grant Funds to General Kinematics, 5050 Rickert Road, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with General Kinematics, or

2. Motion to deny the grant application request.

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

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## Background:

The Retailer and Manufacturer Job Creation and Investment Program was instituted in 2011 as a tool to help attract new businesses to Crystal Lake. This program provides matching grant funding to new and existing retailers and manufacturers who occupy vacant space, hire new full-time or part-time employees, and/or install eligible furniture, fixtures, and equipment (FFE). Typically applicants cannot start the improvement before the grant is awarded but given the emergency and time constraints of manufacturing their products and the cancelation of public meetings, the applicant was advised that they would be still eligible.

KEY FACTOR

- General Kinematics is in the process of adding a new 42,000 square-foot addition to be completed the first quarter of 2023. This will significantly increase their manufacturing capacity and add 20 new full-time manufacturing jobs.

- General Kinematics is eligible for a $10,000 grant award under the matching grant program guidelines to expand their current facility by over 20%. They have applied for the zoning approval for the expansion, which is also on the agenda.

Upon approval of the grant by the City Council, the City and applicant will enter into an agreement that includes all the stipulations for the grant award. The agreement specifies what documentation

must be submitted before the payment is disbursed. Additionally, it has provisions to recoup the grant in case the business closes before the required four-year period.

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

1. The program is open to any new manufacturer or professional service provider that will occupy vacant manufacturing space or a building, or that will construct a new building for its business.
   ☒ *Meets* ☐ *Does not meet*

2. Applicant business must develop and manufacture finished hard or soft goods, provide technological products, equipment, or software.
   ☒ *Meets* ☐ *Does not meet*

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

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

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

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

7. Applicant's business must be new to Crystal Lake City limits; in-town relocations are ineligible.
   ☒ *Meets* ☐ *Does not meet*

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

FUNDING STATUS OF 2022-2023 PROGRAM
For the 2022-2023 Fiscal Year, there is $80,000 budgeted for the Retailer and Manufacturer Job Creation and Investment Program. This is the second 22/23 application received this fiscal year for the program, so there are sufficient funds for the grant.

| **Applicant Name/ Business Name** | **Address** | **Total Requested** | **Date Approved** | **Amount Approved** |
|---|---|---|---|---|
| Vine & Plate Wine Bar + Provisions | 414 W. Virginia Street | $5,000 | ***6/7/2022*** | ***$5,000*** |
| General Kinematics | 5050 Rickert Road | $10,000 | ***Pending*** | ***Pending*** |
| Jalsa Bar & Restaurant | 1295 Randall Road, Suite 112 | $5,000 | ***Pending*** | ***Pending*** |
| ***Totals*** | | ***$20,000 Pending*** | | Pending |

**Votes Required to Pass:**
A simple majority vote.

2022- General Kinematics

5050 Rickert Road





Res. 22R-11

**The City of Crystal Lake Illinois**

**RESOLUTION**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE** that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for General Kinematics at 5050 Rickert Road, for a Manufacturing Job Creation and Investment Matching Grant in an amount not to exceed $10,000.

**DATED** at Crystal Lake, Illinois, this 21st day of June, 2022.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 21, 2022

APPROVED: June 21, 2022

Draft

GENERAL KINEMATICS®

Leadership in Vibrating Process Equipment

**From: Thomas Musschoot**
President, General Kinematics | 5050 Rickert Rd. | Crystal Lake | IL | 60014

**To: Mayor Haleblian and Members of the Crystal Lake City Council**
100 Woodstock St. | Crystal Lake | IL | 60014

Dear Mayor Haleblian and Members of the Crystal Lake City Council,

General Kinematics is in the process of expanding our manufacturing operations at 5050 Rickert Rd. with a 42,000 sq. ft. addition. The addition proposed is to be completed in the first quarter of 2023. It will provide a significant increase to our manufacturing capacity, and will be designed to meet our customers increased demand for heavy-duty material handling equipment.

The current plan is to have three additional building sections designed specifically for construction of our larger scale equipment. Some of the machines we design and manufacture can reach up to 160,000 (80 tons) or more. Our current facility cannot easily accommodate this type of construction, as existing ceiling heights and crane capacities are limited.

Once complete, we are projecting and addition of up to 20 additional full-time manufacturing employees. In order for these additional people to operate efficiently and effectively, we will be designing and equipping the new building with multiple high capacity bridge cranes (40 ton and 20 ton). We are applying to the City of Crystal Lake Job Creation and Investment Program to help us cover some of the expense of adding these new people and production tools.

Thank you for your consideration,

Thomas P. Musschoot
President
General Kinematics
Ph. 815-455-3222

# CITY OF CRYSTAL LAKE
## *Manufacturer Job Creation and Investment Grant Application*

*Please completely fill out this application and return it to the City of Crystal Lake with the items listed in the checklist on page 2.*

| | | |
|---|---|---|
| **Applicant Information** | Name<br>THOMAS MUSSCHOOT | Phone 815<br>455-2285 |
| | Mailing Address<br>5050 RICKERT RD<br>CRYSTAL LAKE, ILL 60014 | Fax |
| | Email<br>TMUSSCHOOT@GENERALKINEMATICS.COM | Federal Tax ID#<br>36-2435662 |

| | | |
|---|---|---|
| **Property Information** | Address for the building/storefront where the grant funds are sought:<br>5050 RICKERT RD, CRYSTAL LAKE ILL 60014 | |
| | Property Identification Number(s)<br>19-03-302-004 | Phone 815<br>455-2285 |

***Description of the product(s) manufactured by the applicant. Please include information regarding the end-users of the product(s):***

INDUSTRIAL GRADE VIBRATORY EQUIPMENT FOR USE IN FOUNDRY'S, RECYCLING, WASTE TO ENERGY FACILITIES, MINING ETC..

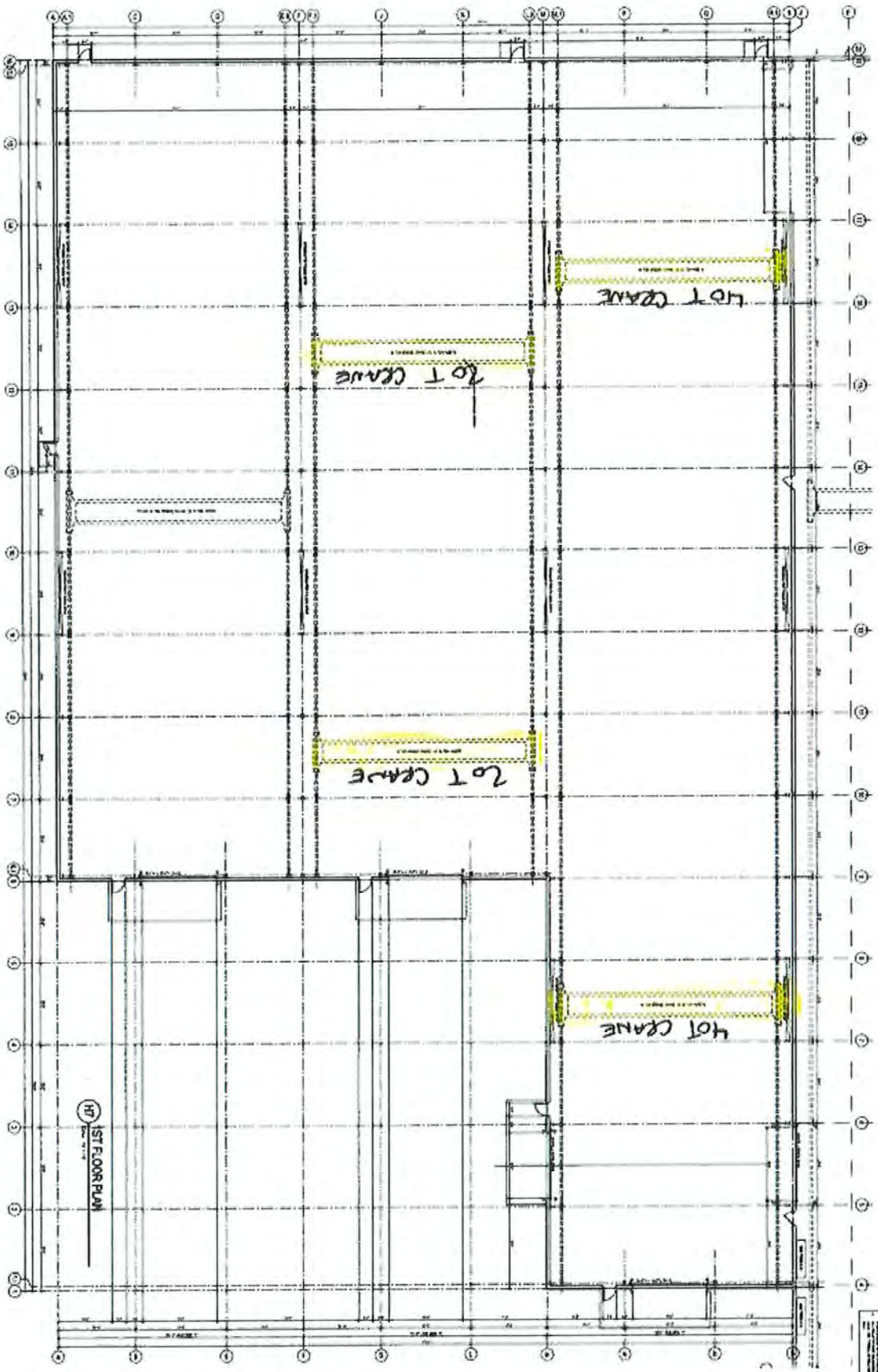
***New employment information:***

Number of full-time employees: ~~8~~ 10-20 Wage rates $ 20+ /hr or Salary: $_____

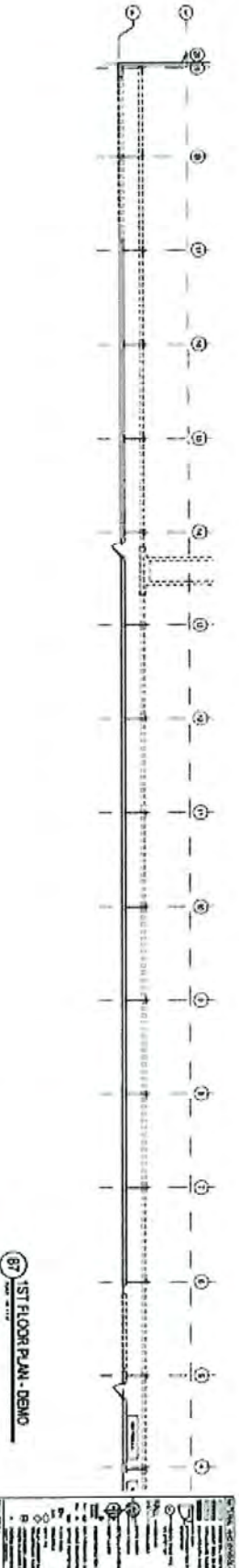
Number of part-time employees: _____ Wage rates $ _____/hr

***Description of furniture, fixtures, and equipment to be utilized:***

- LARGE CRANES (SEE ATTACHED)
- SEVERAL WORK STATION AREAS (~ 12/16 @ $25K EACH)
- MISC. RACKING FOR INVENTORY STORAGE




1ST FLOOR PLAN



1ST FLOOR PLAN - DEMO



1ST FLOOR PLAN

Ollmann Ernest Martin
Architects and Engineers

CRANE BUILDING ADDITION for
GENERAL KINEMATICS

## ***Application Checklist***

***The following items must be submitted <u>with</u> the Improvement Application form (Page 1):***

- ☑ Completed and signed Crystal Lake Improvement Grant Application
- ☑ Written estimates for the cost of the furniture, fixtures, and equipment
- ☑ Details regarding the number of employees to be hired and their employment status (part-time or full-time)
- ☑ A fixture plan, illustrating the locations for the furniture, fixtures, and equipment (drawings do not have to be architectural renderings, but should be to scale so that the City can understand the proposed project)
- ☑ Written description of the scope of the proposed project (letter to the Mayor and City Council)

I agree to comply with the guidelines and standards of the City of Crystal Lake Job Creation and Investment Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature _____ Date 5-31-22

Applicant(s) Signature _____ Date _____

DESHAZO
CRANES / SERVICE / AUTOMATION
190 Airpark Industrial Road
Alabaster, Alabama 35007

# PROPOSAL

Paul Musschoot
General Kinematics
Crystal Lake, IL

Proposal: 501983C
May 26, 2022


Attention: Mr. Musschoot:

Based on our interpretation of the specifications, **DESHAZO CRANE COMPANY** proposes to furnish the following:

## ITEM NO. 1 ONE (1) OVERHEAD TRAVELING CRANE

**TYPE:** Top running - Double girder - Dual motor **SERIES:** 75

**CAPACITY:** Bridge – 80,000 lbs. Hoist – 40,000 lbs. x 2

**SERVICE:** Indoor **CMAA Class "D"** **SPAN:** 60'-0"

**BRIDGE:**
Girders: Plate box
Wheels: Double flanged - 18" Dia. – Rotating axle
Brakes: Magnetic disc type
Speed: 174 FPM Max No. of speeds: Two step variable
Motor HP: 2 @ 7.5 hp. each

**TROLLEY x 2:**
Wheels: Double flanged – 7.87" Dia. – Rotating axle
Speed: 80 FPM No. of speeds: Two step variable
Motor HP: 1 @ 3.5 hp. each

**HOIST x 2:**
Model: YKE-T20-033S416-V-78
Brakes: Magnetic disc motor brake & regenerative
Ropes: 20mm Dia. Reeving – 4 part single
Speed: 16 FPM No. of speeds: Two step variable
Available Lift: 33' - 0"
Motor HP: 1 @ 24 hp

**POWER SUPPLY:** 460 Volt, 3 Phase, 60 HZ - **CONTROL VOLTAGE:** 120 Volt

**CONTROLS:** Type –Variable frequency Enclosure - NEMA 12

**BRIDGE CONDUCTORS:** Flat cable festooning

**POINT OF CONTROL:** **Primary:** Tandem Hand-held radio control with spare transmitter. **Secondary:** Push-button pendant suspended from an independent trolley track running the length of the bridge.

**CRANE ALSO EQUIPPED AND FURNISHED WITH THE FOLLOWING:**

**Bridge:**

1. Magnetic mainline contactor
2. Fused manual safety switch
3. Thermal overload protection
4. Rail sweeps and rubber bumpers
5. Capacity signs
6. Painted safety yellow
7. Two (2) parts manuals
8. Bridge price includes collector shoes

**Hoist:**

1. Hoist geared upper and lower limit switch
2. Hoist upper paddle type limit switch

**ESTIMATED SHIPPING WEIGHT:** 41,400 lbs. each

**PRICE: (Crane)$209,781.00 each** **FOB Alabaster, Alabama**
(Excluding sales and/or use taxes)

## ITEM NO. 2 CRANE RAIL

To provide 600' linear feet of 60#, ASCE crane rail for (1) runway 300' feet long. Price includes hook-bolts, splice-bars and hardware.

**PRICE: (Rail)** **$21,528.00** **FOB Alabaster, Alabama**
(Excluding sales and/or use taxes)

## ITEM NO. 3 RUNWAY ELECTRIFICATION

To provide 300' linear feet of 4-bar, 200-amp runway electrification for (1) runway 300' feet long. Price includes buss-bar, brackets and hardware.

**PRICE: (Electrification)** **$6,096.00** **FOB Alabaster, Alabama**
(Excluding sales and/or use taxes)

## ITEM NO. 4 RUNWAY END STOPS

To provide four (4) runway end stops for one (1) runway system.

**PRICE: (End Stops)** **$1,780.00 lot FOB Alabaster, Alabama**
(Excluding sales and/or use taxes)

## ITEM NO. 5 INSTALLATION

The price below is to provide installation of (2) 40-ton cranes, 600'-0" of crane rail, 300'-0" of runway electrification, and four (4) end stops. Price based on free and clear access, *non-union labor*, and straight time. Installation price assumes level access for a truck crane and a tractor-trailer for unloading of crane, crane rail and runway electrification.

**PRICE: (Installation)** **$43,393.00**

Work delayed by the customer for any reason or DESHAZO's inability to gain free and clear access to work site shall result in additional charges.

## ITEM NO. 6 START-UP & LOAD TEST

The price below is to provide start-up of (2) 40-ton cranes and load test at 100% - 125%. DeShazo Crane will provide certification that the crane has been tested according to OSHA requirements. Price based on free and clear access, *non-union labor*, and straight time.

**PRICE: (Start-up)** **$2,600.00**

## ITEM NO. 7 TEST WEIGHTS

The price below is to provide freight for the test weights to the job-site and back to the plant in one day. The test weights are used to do the load test certification. Level access must be provided to remove the test weights from the truck. Price based on free and clear access, *non-union labor*, and straight time.

**PRICE: (Test Weights)** **$8,200.00**

## ITEM NO. 8 FREIGHT

The price below is to provide freight of (1) 40-ton cranes to Crystal Lake, IL.

**PRICE: (Freight)** **$TBD**

## ITEM NO. 9 PRICING SUMMARY

| | | | |
|---|---|---|---|
| 2 | 20/20-Ton Crane | $209,781.00 each | $419,562.00 |
| 1 | Crane rail | $21,528.00 lot | $21,528.00 |
| 1 | Runway electrification | $6,096.00 lot | $6,096.00 |
| 1 | Crane end stops | $1,780.00 lot | $1,780.00 |
| 1 | Installation | $43,393.00 lot | $43,393.00 |
| 1 | Start-up/Load Test | $2,600.00 | $2,600.00 |
| 1 | Freight for test weights (Estimate only) | $8,200.00 | $8,200.00 |
| | **TOTAL PRICE** (Excluding sales and/or use taxes) | | $503,159.00 |

Wiring from power source to runway electrification, by others.

## NOTES:

**TERMS:**

- 25% down payment – material only
- 60% prior to shipment – material only
- 15% net 30 days – material, freight and any taxes only
- Installation and load test weights billed after installation – net 30 days
- A late payment interest charge of 1 1/2% per month (18% per annum) will be added to unpaid balances over 30 days.

**DELIVERY:** 34 - 35 weeks – confirmed after receipt of order.

**INSTALLATION:**

- All work will be performed on a regular 12-hour day with non-union labor. If these hours are not able to be worked, other charges could apply.
- Area of installation should have clear and free access.
- Area of installation will provide a work surface suitable for operating lifting devices necessary to assemble and install equipment quoted in this proposal.
- Should area of installation not be in the condition or order requested and agreed to at time of installation, the extra time and equipment rental required to complete the installation operation due to obstructions or delays will be charged back to the customer. A signed change order will be required prior to work commencing.

**THIS PROPOSAL IS SUBJECT TO DESHAZO CRANE COMPANY "GENERAL CONDITIONS".**

**THIS CRANE IS DESIGNED TO MEET ALL OSHA SAFETY REQUIREMENTS AS INTERPRETED BY DESHAZO CRANE COMPANY.**

***Pricing is based upon our best steel and/or component acquisition cost at the time of this quotation. Any steel and/or component price increases will be passed on at our cost.***

**ACCEPTED:**

This _____ day of _____ 20_____

By_____

Title _____

Respectfully submitted,

**DESHAZO / CRANE**

Ray Lacey

**Ray Lacey**
Regional Sales Manager
(317) 867-7677
rlacey@deshazo.com

DESHAZO
CRANES / SERVICE / AUTOMATION
190 Airpark Industrial Road
Alabaster, Alabama 35007

# PROPOSAL

Paul Musschoot
General Kinematics
Crystal Lake, IL

Proposal: 502104C
May 26, 2022


Attention: Mr. Musschoot:

Based on our interpretation of the specifications, **DESHAZO CRANE COMPANY** proposes to furnish the following:

## ITEM NO. 1 ONE (1) OVERHEAD TRAVELING CRANE

**TYPE:** Top running - Double girder - Dual motor **SERIES:** 75

**CAPACITY:** Bridge – 80,000 lbs. Hoist – 40,000 lbs.

**SERVICE:** Indoor **CMAA Class "D"** **SPAN:** 60'-0"

**BRIDGE:**
Girders: Plate box
Wheels: Double flanged - 12" Dia. – Rotating axle
Brakes: Magnetic disc type
Speed: 119 FPM Max No. of speeds: Two step variable
Motor HP: 2 @ 2 hp. each

**TROLLEY:**
Wheels: Double flanged – 7.87" Dia. – Rotating axle
Speed: 80 FPM No. of speeds: Two step variable
Motor HP: 1 @ 3.5 hp. each

**HOIST:**
Model: YKE-T20-033S416-V-78
Brakes: Magnetic disc motor brake & regenerative
Ropes: 20mm Dia. Reeving – 4 part single
Speed: 16 FPM No. of speeds: Two step variable
Available Lift: 33' - 0"
Motor HP: 1 @ 24 hp

**POWER SUPPLY:** 460 Volt, 3 Phase, 60 HZ - **CONTROL VOLTAGE:** 120 Volt

**CONTROLS:** Type –Variable frequency Enclosure - NEMA 12

**BRIDGE CONDUCTORS:** Flat cable festooning

**POINT OF CONTROL:** **Primary:** Hand-held radio control with spare transmitter.
**Secondary:** Push-button pendant suspended from an independent trolley track running the length of the bridge.

**CRANE ALSO EQUIPPED AND FURNISHED WITH THE FOLLOWING:**

**Bridge:**

1. Magnetic mainline contactor
2. Fused manual safety switch
3. Thermal overload protection
4. Rail sweeps and rubber bumpers
5. Capacity signs
6. Painted safety yellow
7. Two (2) parts manuals
8. Bridge price includes collector shoes

**Hoist:**

1. Hoist geared upper and lower limit switch
2. Hoist upper paddle type limit switch

**ESTIMATED SHIPPING WEIGHT:** 28,700 lbs. each

**PRICE: (Crane) $127,470.00 each** **FOB Alabaster, Alabama**
(Excluding sales and/or use taxes)

## ITEM NO. 2 CRANE RAIL

To provide 400' linear feet of 60#, ASCE crane rail for (1) runway 200' feet long. Price includes hook-bolts, splice-bars and hardware.

**PRICE: (Rail)** **$14,352.00** **FOB Alabaster, Alabama**
(Excluding sales and/or use taxes)

## ITEM NO. 3 RUNWAY ELECTRIFICATION

To provide 200' linear feet of 4-bar, 200-amp runway electrification for (1) runway 200' feet long. Price includes buss-bar, brackets and hardware.

**PRICE: (Electrification)** **$4,064.00** **FOB Alabaster, Alabama**
(Excluding sales and/or use taxes)

## ITEM NO. 4 RUNWAY END STOPS

To provide four (4) runway end stops for one (1) runway system.

**PRICE: (End Stops)** **$1,780.00 lot FOB Alabaster, Alabama**
(Excluding sales and/or use taxes)

## ITEM NO. 5 INSTALLATION

The price below is to provide installation of (2) 40-ton cranes, 600'-0" of crane rail, 300'-0" of runway electrification, and four (4) end stops. Price based on free and clear access, *non-union labor*, and straight time. Installation price assumes level access for a truck crane and a tractor-trailer for unloading of crane, crane rail and runway electrification.

**PRICE: (Installation) $27,991.00 (Price shown is considering installation during same mobilization as the (2) 20/20-Ton cranes)**

Work delayed by the customer for any reason or DESHAZO's inability to gain free and clear access to work site shall result in additional charges.

## ITEM NO. 6 START-UP & LOAD TEST

The price below is to provide start-up of (2) 20-ton cranes and load test at 100% - 125%. DeShazo Crane will provide certification that the crane has been tested according to OSHA requirements. Price based on free and clear access, *non-union labor*, and straight time.

**PRICE: (Start-up) $2,200.00 (Price shown is considering start-up during same mobilization as the (2) 20/20-Ton cranes)**

## ITEM NO. 7 TEST WEIGHTS

The price below is to provide freight for the test weights to the job-site and back to the plant in one day. The test weights are used to do the load test certification. Level access must be provided to remove the test weights from the truck. Price based on free and clear access, *non-union labor*, and straight time.

**PRICE: (Test Weights) $Included with 20/20-Ton crane test weights during same mobilization**

## ITEM NO. 8 FREIGHT

The price below is to provide freight of (1) 40-ton cranes to Crystal Lake, IL.

**PRICE: (Freight)** **$TBD**

## ITEM NO. 9 PRICING SUMMARY

| | | | |
|---|---|---|---|
| 2 | 20-Ton Crane | $127,470.00 each | $254,940.00 |
| 1 | Crane rail | $14,352.00 lot | $14,352.00 |
| 1 | Runway electrification | $4,064.00 lot | $4,064.00 |
| 1 | Crane end stops | $1,780.00 lot | $1,780.00 |
| 1 | Installation | $27,991.00 lot | $27,991.00 |
| 1 | Start-up/Load Test | $2,200.00 | $2,200.00 |
| 1 | Freight for test weights (Estimate only) | $6,000.00 | $6,000.00 |
| | **TOTAL PRICE** (Excluding sales and/or use taxes) | | $311,327.00 |

Wiring from power source to runway electrification, by others.

## NOTES:

**TERMS:**

- 25% down payment – material only
- 60% prior to shipment – material only
- 15% net 30 days – material, freight and any taxes only
- Installation and load test weights billed after installation – net 30 days
- A late payment interest charge of 1 1/2% per month (18% per annum) will be added to unpaid balances over 30 days.

**DELIVERY:** 32 - 34 weeks – confirmed after receipt of order.

**INSTALLATION:**

- All work will be performed on a regular 12-hour day with non-union labor. If these hours are not able to be worked, other charges could apply.
- Area of installation should have clear and free access.
- Area of installation will provide a work surface suitable for operating lifting devices necessary to assemble and install equipment quoted in this proposal.
- Should area of installation not be in the condition or order requested and agreed to at time of installation, the extra time and equipment rental required to complete the installation operation due to obstructions or delays will be charged back to the customer. A signed change order will be required prior to work commencing.

**THIS PROPOSAL IS SUBJECT TO DESHAZO CRANE COMPANY "GENERAL CONDITIONS".**

**THIS CRANE IS DESIGNED TO MEET ALL OSHA SAFETY REQUIREMENTS AS INTERPRETED BY DESHAZO CRANE COMPANY.**

***Pricing is based upon our best steel and/or component acquisition cost at the time of this quotation. Any steel and/or component price increases will be passed on at our cost.***

**ACCEPTED:**

This _____ day of _____ 20_____

By_____

Title _____

Respectfully submitted,

**DESHAZO / CRANE**

**Ray Lacey**
Regional Sales Manager
(317) 867-7677
rlacey@deshazo.com

# CITY OF CRYSTAL LAKE
## *Grant Agreement*

**THIS AGREEMENT,** entered into this 31st day of MARCH, 2022 between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Business Owner's Name: THOMAS MUSSCHOOT

Name of Business: GENERAL KINEMATICS

Federal Tax ID#: 36.2435662

Address of Property where the business will be located:

5050 RICKERT ROAD
CRYSTAL LAKE ILL 60014

PIN Number(s): 19.03.302.004

**WITNESSETH:**

**WHEREAS,** the City of Crystal Lake has established a Manufacturer Job Creation and Investment Program ("Grant Program"); and

**WHEREAS,** said Grant Program is administered by the CITY and are funded by the general fund for the purposes of enhancing economic development opportunities in the City; and

**WHEREAS,** pursuant to the Grant Program, the City has agreed to participate, subject to its sole discretion, in reimbursing business owners who occupy vacant manufacturing space in the City limits of Crystal Lake and who 1) hire new full-time and/or part-time employees; and/or 2) invest in furniture, fixtures, and equipment for their business, at a cost of no more than $10,000; and

**WHEREAS,** the OWNER'S property or leased space is located within the corporate limits of the City of Crystal Lake, and the OWNER desires to participate in the Grant Program pursuant to the terms and provisions of this Agreement.

**NOW THEREFORE,** in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER do hereby agree as follows:

**SECTION 1**

The City shall reimburse the OWNER for creating new jobs and for the cost of furniture, fixtures and equipment at OWNER'S property. Reimbursements to the OWNER will be made by the



*This is a sample agreement containing general agreement terms. Applicant's actual agreement may contain different provisions customized for their application.*

CITY at the rate of $2,500 for each new full-time employee and $1,000 for each new part-time employee hired by the OWNER. The City will also reimburse the owner at a rate of fifty percent (50%) for the cost of eligible furniture, fixtures, and equipment for the OWNER's business, up to a maximum amount of $10,000 for new manufacturers to Crystal Lake. The actual total reimbursement amounts per this Agreement shall not exceed $ _____.

**SECTION 2**

The CITY's approval of a grant shall not be construed as permission to commence construction on the subject property. No improvements or construction shall be undertaken by the OWNER on the location of their business until applications for Building Permits and Occupancy have been submitted to the Building Division and approved by the CITY. Following approval, the OWNER shall occupy the subject property and commence full-time business operations within one hundred eighty days (180) from the date of City Council approval. The OWNER may request a ninety-day (90) extension provided there is a demonstrated hardship.

**SECTION 3**

Upon completion of the improvements and upon their final inspection and approval by the City Building Commissioner, the OWNER shall submit to the CITY properly executed documentation, including: documented proof regarding the new employees through an Employer's Contribution and Wage Report; receipts and cancelled checks for the purchase of the approved furniture, fixtures, and equipment; copy of a final Certificate of Occupancy for the business. The CITY shall, within forty-five (45) days, issue a check to the OWNER as reimbursement for the new employees hired or one-half of the furniture, fixtures, and equipment, subject to the limitations set forth in Section 1 hereof.

**SECTION 4**

If the OWNER fails to hire new full-time or part-time employees or to purchase furniture, fixtures, or equipment consistent with the conditions of the approval by the Mayor and City Council, then upon written notice being given by the City Manager to the OWNER, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.



*This is a sample agreement containing general agreement terms. Applicant's actual agreement may contain different provisions customized for their application.*

**SECTION 5**

Upon completion of the improvement work pursuant to this Agreement, the OWNER shall be responsible for properly maintaining the furniture, fixtures, and equipment without change or alteration thereto, as provided in this Agreement for a period of four (4) years following completion of the construction and/or business commencement. The OWNER shall also be required to retain the employees hired for which the CITY reimbursed the OWNER for subject to the OWNER's application for the Retailer Job Creation and Investment Program, where practical, for a period of one (1) year.

**SECTION 6**

This Agreement shall be binding upon the CITY and upon the OWNER and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

In the event that at any time, subsequent to the reimbursement payment required by this Agreement have been paid by the City, the Owner abandons, closes, transfers, sells or terminates the Owner's business upon the Property during the four (4) year term of this Agreement (hereinafter collectively referred to as the "Terminating Event"), the Owner shall, within thirty (30) days from the date of the Terminating Event or such later date as the City may agree to in writing (hereinafter, the "Refund Payment Due Date"), refund to the City a portion of the Improvement Grant received from the City prior to the Terminating Event, in accordance with the following schedule (hereinafter, the "Refund Payment").

| **Date of Terminating Event** | **% of the Total Grant Payment to be Refunded** |
|---|---|
| Within one year of the agreement date | 100% |
| Within two years of the agreement date | 75% |
| Within three years of the agreement date | 50% |
| Within four years of the agreement date | 25% |

Such Refund Payment shall be paid to the City within thirty (30) days from the date of the Terminating Event (hereinafter, the "Refund Payment Due Date").



*This is a sample agreement containing general agreement terms. Applicant's actual agreement may contain different provisions customized for their application.*

Owner agrees on its own behalf and on behalf of its heirs, successors, and assigns that the City's right to the Refund Payment pursuant to this paragraph shall constitute both a personal obligation of the Owner and a lien against the Property, and Owner agrees that the City may record this Agreement with the McHenry County Recorder of Deeds. To further secure the repayment of Reimbursement Payments pursuant to this paragraph, Owner agrees to execute and deliver to the City a UCC financing statement, in a form acceptable to the City Attorney, pledging inventory, accounts held at financial institutions, accounts receivables, and such other assets of the Owner as the parties may agree to in writing, and Owner further consents to the filing and/or recording of such financing statements as may be appropriate under the laws of the State of Illinois. Such financing statement shall be delivered to the City upon request.

**SECTION 7**

The OWNER releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the furniture, fixtures, and equipment, and/or employees hired for the OWNER's business. The OWNER further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

**IN WITNESS THEREOF,** the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF CRYSTAL LAKE

City Manager

ATTEST:

City Clerk



*This is a sample agreement containing general agreement terms. Applicant's actual agreement may contain different provisions customized for their application.*

**Agenda Item No: 12**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** Retailer Facade and Commercial Tenant Improvement Grant Funds request for Jalsa Bar & Restaurant located at 1295 Randall Road, Suite 112, requesting up to $5,000 in matching grant funds

**Recommendation:** City Council's discretion:

1. Motion to award up to $5,000 in Retailer Façade and Commercial Tenant Improvement Grant Funds to Jalsa Bar & Restaurant at 1295 Randall Road, Suite 112, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with Jalsa Bar & Restaurant.
2. Motion to deny the grant application request.

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

---

## Background:

The Retailer and Manufacturer Job Creation and Investment Program was introduced in 2011 as a tool to help attract new or expanding businesses to Crystal Lake. This program includes the Retailer Façade and Commercial Tenant Improvement grant and provides matching grant funding to new and existing retailers and manufacturers who occupy vacant space, hire new full-time or part-time employees, and/or install eligible furniture, fixtures, and equipment (FFE). In 2021, the grant was amended to allow existing restaurants and bars that add a permanent outdoor seating area to qualify for a maximum of a $5,000 matching grant award, as long as they meet the annual taxable sales threshold of $150,000.

KEY FACTOR

- Nick Patel opened a grocery store and Indian food carryout business in 2019 and in 2021 decided to shift the space into a full service sit-down restaurant called Jalsa Bar & Restaurant at 1295 Randall Road, Suite 112.

- Jalsa Bar & Restaurant is eligible for a $5,000 grant award under the matching grant program guidelines to add an outdoor dining area.

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

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

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

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

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

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

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

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

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

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

FUNDING STATUS OF 2022-2023 PROGRAM

For the 2022-2023 Fiscal Year, there is $80,000 budgeted for the Retailer and Manufacturer Job Creation and Investment Program. This is the third 22/23 application received this fiscal year for the program, so there are sufficient funds for the grant.

| **Applicant Name/ Business Name** | **Address** | **Total Requested** | **Date Approved** | **Amount Approved** |
|---|---|---|---|---|
| Vine & Plate Wine Bar + Provisions | 414 W. Virginia Street | $5,000 | ***$5,000*** | ***$5,000*** |
| General Kinematics | 5050 Rickert Road | $10,000 | ***Pending*** | ***Pending*** |
| Jalsa Bar & Restaurant | 1295 Randall Road, Suite 112 | $5,000 | ***Pending*** | ***Pending*** |
| ***Totals*** | | ***$20,000 Pending*** | | Pending |

**Votes Required to Pass:**

A simple majority vote.

2022- Jalsa Bar & Restaurant

1295 Randall Road, Suite 112






Res. 22R-12

**The City of Crystal Lake Illinois**

**RESOLUTION**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE** that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for Jalsa Bar & Restaurant at 1295 Randall Road, Suite 112, for a Retail Façade and Commercial Tenant Improvement Matching Grant in an amount not to exceed $5,000.

**DATED** at Crystal Lake, Illinois, this 21st day of June, 2022.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 21, 2022

APPROVED: June 21, 2022

Draft

Jalsa Bar & Restaurant
1295 Randall Road, Suite 112,
Crystal Lake, Il 60014

5/31/2022

To Mayor Haig Haleblain and City Council Members:

Thank you so much for the opportunity to be considered for this grant.

We have been in business in Crystal Lake since 2019. We open a business in 2019, Indian food carryout place with grocery store, In 2021 we decide the make full siting nice Indian bar and restaurant. We open bar & restaurant in September 2021. We are very excited that our business has continued to grow in the Crystal Lake community!

Our goal is to be able to provide our customers a place outdoors to sit and enjoy our delicious food! The grant would allow us to purchase tables, chairs, umbrellas, planters and lights to create a welcoming and inviting place for our customers to enjoy a meal.

Thank you once again for considering us for this grant.

Sincerely,
Nick Patel
Jalsa Bar & Restaurant

# CITY OF CRYSTAL LAKE
## *Retailer Façade and Commercial Tenant Improvement Grant Application*

*Please completely fill out this application and return it to the City of Crystal Lake with the items listed in the checklist on page 2.*

| | | |
|---|---|---|
| **Applicant Information** | Name<br>Nikunj Patel | Phone<br>[redacted] |
| | Mailing Address<br>153 Regal Dr<br>Crystal Lake, IL, 60014. | Fax |
| | Email<br>[redacted] | IL Business Tax#<br>[redacted] |

| | | |
|---|---|---|
| **Property Information** | Address for building for which grant is sought:<br>1245 Rundall Rd, suite-112, Crystal Lake IL, 60014. | |
| | Property Identification Number(s) | Phone<br>[redacted] |

*Check one:*

| | |
|---|---|
| ☐ | New business occupying vacant retail space |
| ☒ | Existing retail business making improvements to my building or tenant space |

***Description of furniture, fixtures, and equipment to be utilized:***

Fencing. gate.
Pagular
Tables
chairs.
umbrella.
Havor port.
lighting.

***Continued on the next page***

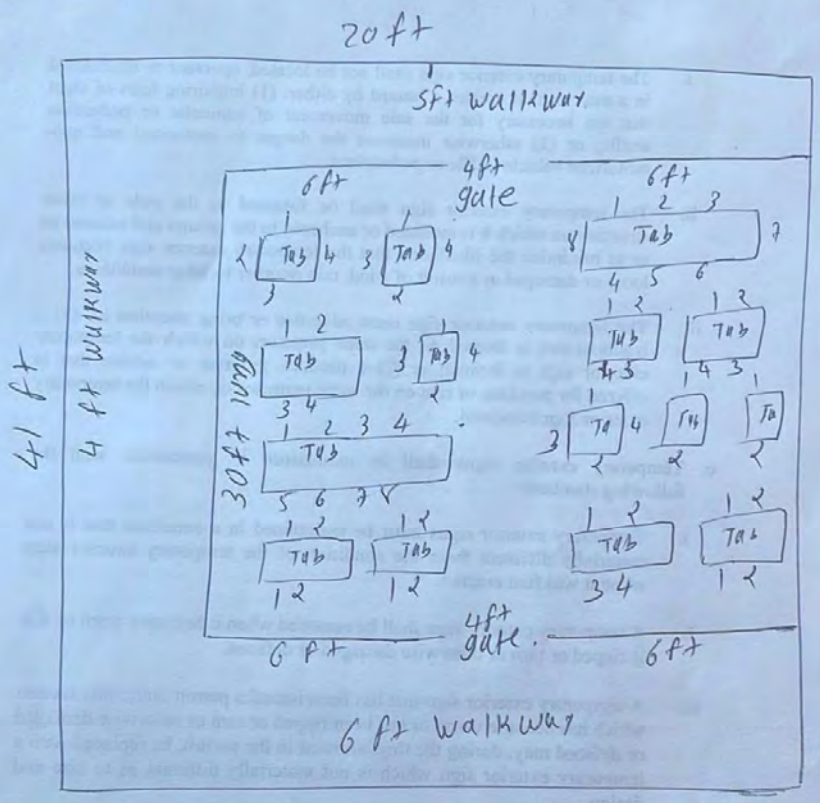
## Application Checklist

The following items must be submitted with the Improvement Application form (Page 1):

- ☐ Completed and signed Crystal Lake Improvement Grant Application;
- ☐ Written estimates for the furniture, fixtures, and equipment to be purchased;
- ☐ Written estimates for the façade improvements;
- ☐ A floor plan, illustrating the locations for the furniture, fixtures, and equipment (drawings do not have to be architectural renderings, but should be to scale so that the City can understand the scope of the proposed project);
- ☐ Written description of the scope of the proposed project (letter to the Mayor and City Council);
- ☐ Taxable sales records and/or projections.

I agree to comply with the guidelines and standards of the City of Crystal Lake Job Creation and Investment Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature _____ Date 5/26/2022.




Pergolas will cover on top of the patio size 16 ft x 30ft.

Garden lighting will be hanging on pergolas.

# Use Our Live Chat

Mon-Thur 24 Hours, Fri 12AM-8PM EST
Sat & Sun 9AM-4PM EST

Chat Now **Online**



Email us your questions at
**help@webstaurantstore.com**

Have a question?
**Check out our FAQs**

Use this number when contacting customer service about cart issues:
Your Cart ID: **ZHQJKH**



Lancaster Table & Seating Alloy Series 63" x 32" Black Dining Height Outdoor Table with 6 Industrial Cafe Chairs

Qty: 4

TOTAL:
**$2,196.00**

---



Flash Furniture TLH-073H092H4-GR-GG 27 1/2" x 27 1/2" x 39 1/2" Outdoor Glass Bar Table Set with 4 Gray Chairs

Usually Ships in 3 - 5 Bus. Days

Qty: 8

TOTAL:
**$2,855.92**

---



Endless Summer 30" Square LP Gas Outdoor Fire Pit Table with Wood Grain Top - 30,000 BTU

Usually Ships in 3 Weeks Free Shipping

Qty: 6

TOTAL:
**$1,534.38**

## Recommended Products



Avantco SNZGD4C Curved Glass Sneeze Guard - 26"
$589.00/Each

*plus*



Wall Mount Workboard Faucet with 8 3/4"
$179.99/Each



Avantco SNZGD8 Flat Glass Sneeze Guard - 49"
$589.00/Each

*plus*



Baker Glaze Steel
$10.9

## Subtotal $6,586.30

Ships To Business at ZIP/Postal code

Pay with credit card

Or use a third-party payment service

Credit Key
Payments as low as **$585.19** / month






Coupon Code

LOOKS LIKE FATHER'S DAY SAVINGS While Supplies Last. Shop Now

Error! We're sorry, there's a problem with your cart. Please correct any errors indicated below and try again.

# Your Cart (58)

Share

Remove All Items

Checkout

FREE Shipping on eligible items. View Details



## 4 in. x 4 in. x 39 in. White Traditional Post Jacket

Model #73003561

**$131.78**
($11.98/item)

11

| Ship To Store | Ship To Home | Scheduled Delivery |
|---|---|---|
| **Crystal Lake**<br>60014<br>**FREE** | Estimated Arrival:<br>Thu, Jun 23<br>**FREE** | Starting at **$8.99** for delivery as soon as **tomorrow**<br>How It Works |

Save for Later | Save to Favorites | Remove



## **Trex** 4 in. x 4 in. Enhance Classic White Composite Post Cap-Flat

Model #5457486

**$76.78**
($6.98/item)

11

| Store Pickup | Ship To Home | Scheduled Delivery |
|---|---|---|
| | Estimated Arrival:<br>Mon, Jun 27<br>**FREE** | Starting at **$8.99** for delivery as soon as **tomorrow**<br>How It Works |

Save for Later | Save to Favorites | Remove



**Trex** 4 in. x 4 in. Transcend Classic White Composite Post Sleeve Skirt

Model #5457500

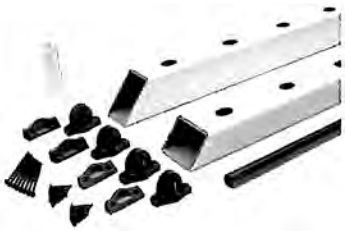
**$50.27**
($4.57/item)

11

| Store Pickup | Ship To Home | Scheduled Delivery |
|---|---|---|
| 34 in stock at Crystal Lake 60014 | Estimated Arrival: Mon, Jun 27 | Starting at $8.99 for delivery as soon as tomorrow |
| **FREE** | **FREE** | How It Works |

Save for Later | Save to Favorites | Remove

Please reduce the quantity of this item.



**Trex** Trex6 ft. x 36 in. Enhance Classic White Composite Rail with Black Round Aluminum Baluster Kit-Stair

Model #WTRD0636SENKHD

**$933.68**
($84.88/item)

11

| Store Pickup | Ship To Home | Scheduled Delivery |
|---|---|---|
| 2 in stock at Crystal Lake 60014 | | 60014 |
| **FREE** | | **$79.00**/order |

Enter ZIP Code to check availability

60014 Go

Save for Later | Save to Favorites | Remove

**Hampton Bay** 24-Light Indoor/Outdoor 48 ft. String Light with S14 Single Filament LED Bulbs

Fixture Color/Finish: **Black**
Pack Size: **1 Pack**
Product Length (ft.): **48 ft**

**$499.70**

($49.97/item)

✔ **Buy More Save More | Applied**



10

| Store Pickup | Ship To Home | Scheduled Delivery |
|---|---|---|
| **192** in stock at **Crystal Lake** 60014 | | 60014 |
| **FREE** | **FREE** | **$79.00**/order |

Enter ZIP Code to check availability

60014 | Go

☐ **Add a Home Depot Protection Plan by Allstate?**
2-year Protection for **$60.00**
*(Qty: 10 , at $6.00/item)*

Learn More

Save for Later | Save to Favorites | Remove

**Limit** 4 per Order



## **Hampton Bay** 48000 BTU Stainless Steel Patio Heater

Model #PG210H

**$796.00**
($199.00/item)

4

| Ship To Store | Ship To Home | Scheduled Delivery |
|---|---|---|
| **Crystal Lake** 60014 | Order within **43 mins** get it by **Sat, Jun 18** | Starting at **$8.99** for delivery as soon as **tomorrow** |
| **FREE** | **FREE** | How It Works |

☐ **Add a Home Depot Protection Plan by Allstate?**
2-year Protection for **$100.00**
*(Qty: 4 , at $25.00/item)*

Learn More

Save for Later | Save to Favorites | Remove

| | |
|---|---|
| **Subtotal** | **$2,488.21** |
| Savings | -$74.96 |
| Estimated Shipping* | FREE |
| Estimated Scheduled Delivery* | $79.00 |
| Sales Tax (determined in later step) | --- |
| Total | $2,492.25 |

You Saved **3% Off** Your Items

✔ **Buy More Save More | Applied**
View Details

✔ **Free Shipping on Most Orders | Applied**
View Details

Have a promo code?

* Shipping and delivery charges are calculated at the lowest rate available. Other methods will be viewable on the next page.

Checkout

— or —

PayPal

**Easy In-Store and Online Returns**
Read our Return Policy

## Customers Also Purchased...

Best Seller



**Trex** 6 ft. x 36 in. Enhance Classic White Composite

(37)

$82.98

Add To Cart

Best Seller



**Veranda** Post Install Kit for 36 in. Railings

(327)

$47.98

Add To Cart



**Veranda** 4 in. x 4 in. 7 Lumens Black Plastic Solar Post

$5.98

Add To Cart

Best Seller



**Veranda** Traditional/Williams White Line Bracket

(462)

$12.98

Add To Cart

Best Seller



**Trex** Hideaway Universal Hidden Fastener Combo

(386)

$34.97

Add To Cart

Best Seller



**Veranda** 4 in. x 4 in. White Solar Post Cap

(789)

$24.98

Add To Cart

Best Seller



4 in. x 4 #2 Pre Treate

$10.98

Add

# CITY OF CRYSTAL LAKE
## *Grant Agreement*

**THIS AGREEMENT,** entered into this 7th day of June, 2022, between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Business Owner's Name: Nick Patel

Name of Business: Jalsa Bar & Restaurant

Tax ID#: 83-3967581

Address of Property where the business will be located:

1295 Randall Road, Crystal Lake, IL 60014

**WITNESSETH:**

**WHEREAS**, the CITY has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the CITY and its residents, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

**WHEREAS**, to promote the vitality of the CITY's commercial business areas, the CITY established its Economic Development Matching Grant Programs; and

**WHEREAS**, the Retailer Job Creation and Investment Programs provide financial assistance to building and business owners who occupy vacant space and facilitate job creation in Crystal Lake; and

**WHEREAS,** the City Council has found and determined that increased participation in the Retailer Job Creation and Investment Programs will encourage the maintenance and improvement of businesses within Crystal Lake and will stimulate economic activity in Crystal Lake, including the creation and maintenance of jobs and the attraction of consumers to Crystal Lake and will otherwise generally benefit the well-being of the residents of Crystal Lake by stimulating commercial growth, and provide crucial economic support to allow the CITY to continue to provide the level of municipal services to its commercial and residential citizens; and

**WHEREAS,** the CITY is authorized to expend public funds for a public benefit and by participating in the Retailer Job Creation and Investment Programs, the CITY will provide a benefit to the public, generally; and

**WHEREAS,** the OWNER has applied for reimbursement under the Retailer Job Creation and Investment Program; and

**WHEREAS,** The CITY has determined that the OWNER is eligible for the Retailer Job Creation and Investment Program, subject to the condition and limitation set forth in the City Code and this Agreement.

**NOW THEREFORE,** in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER do hereby agree as follows:

**SECTION 1**

The CITY shall reimburse the OWNER for the cost of furniture, fixtures and equipment at OWNER'S property. Reimbursements to the OWNER will be made at a rate of fifty percent (50%) for the cost of façade improvements or of eligible outdoor improvements, furniture, fixtures, and equipment for the OWNER's business, up to a maximum amount of $5,000 for new retailers. Façade improvements must comply with all applicable codes and ordinances. The OWNER must follow all laws regarding prevailing wages for façade improvements. The actual total reimbursement amounts per this Agreement shall not exceed $5,000.

**SECTION 2**

The CITY's approval of a grant shall not be construed as permission to commence construction on the subject property. No improvements or construction shall be undertaken by the OWNER on the location of their business until applications for Building Permits and Occupancy have been submitted to the Building Division and approved by the CITY. Following approval, the OWNER shall occupy the subject property and commence full-time business operations within one hundred eighty days (180) from the date of City Council approval. The OWNER may request a ninety-day (90) extension provided there is a demonstrated hardship.

**SECTION 3**

Upon completion of the improvements and upon their final inspection and approval by the City Building Commissioner, the OWNER shall submit to the CITY properly executed documentation, including: receipts and cancelled checks for the purchase of the approved furniture, fixtures, and equipment; copies of material costs and certified payrolls verifying prevailing wages were paid for all façade improvements; copy of a final Certificate of Occupancy for the business. The CITY shall issue a check to the OWNER as reimbursement for one-half of the furniture, fixtures, and equipment, subject to the limitations set forth in Section 1 hereof once one year of sales tax data has been verified. The OWNER shall only be entitled to the reimbursement set forth in Section 1 hereof if the taxable sales exceed $150,000 in the first year of operation.

**SECTION 4**

If the OWNER fails to purchase furniture, fixtures, or equipment, or fails to construct improvements to the façade, consistent with the conditions of the approval by the Mayor and City Council, then upon written notice being given by the City Manager to the OWNER, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

**SECTION 5**

Upon completion of the improvement work pursuant to this Agreement, the OWNER shall be responsible for properly maintaining the façade, furniture, fixtures, and equipment without change or alteration thereto, as provided in this Agreement for a period of four (4) years following completion of the construction and/or business commencement.

**SECTION 6**

This Agreement shall be binding upon the CITY and upon the OWNER and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

In the event that at any time, subsequent to the reimbursement payment required by this Agreement have been paid by the City, the OWNER abandons, closes, transfers, sells or terminates the OWNER's business upon the Property during the four (4) year term of this Agreement (hereinafter collectively referred to as the "Terminating Event"), the OWNER shall, within thirty (30) days from the date of the Terminating Event or such later date as the City may agree to in writing (hereinafter, the "Refund Payment Due Date"), refund to the City a portion of the Improvement Grant received from the City prior to the Terminating Event, in accordance with the following schedule (hereinafter, the "Refund Payment").

| **Date of Terminating Event** | **% of the Total Grant Payment to be Refunded** |
|---|---|
| Within one year of the completion date | 100% |
| Within two years of the completion date | 75% |
| Within three years of the completion date | 50% |
| Within four years of the completion date | 25% |

Such Refund Payment shall be paid to the City within thirty (30) days from the date of the Terminating Event (hereinafter, the "Refund Payment Due Date").

OWNER agrees on its own behalf and on behalf of its heirs, successors, and assigns that the City's right to the Refund Payment pursuant to this paragraph shall constitute both a personal obligation of the OWNER and a lien against the Property, and OWNER agrees that the City may record this Agreement with the McHenry County Recorder of Deeds. To further secure the repayment of Reimbursement Payments pursuant to this paragraph, OWNER agrees to execute and deliver to the City a UCC financing statement, in a form acceptable to the City Attorney, pledging inventory, accounts held at financial institutions, accounts receivables, and such other assets of the OWNER as the parties may agree to in writing, and OWNER further consents to the filing and/or recording of such financing statements as may be appropriate under the laws of the State of Illinois. Such financing statement shall be delivered to the City upon request.

**SECTION 7**

The OWNER releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the façade, furniture, fixtures, and equipment. The OWNER further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

**IN WITNESS THEREOF,** the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

_____

CITY OF CRYSTAL LAKE

_____
City Manager

ATTEST:

_____

**Agenda Item No: 13**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** REPORT OF THE PLANNING & ZONING COMMISSION

**Request:** Special Use Permit (SUP) Amendment to allow for new free-standing signs with variations to the height and square footage and new wall signage

**Petitioner:** Abigail Brueggeman, Northwestern Medicine, petitioner
200 Congress Parkway

**PZC Recommendation:** To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting the Special Use Permit (SUP) Amendment to allow for new free-standing signs with variations to the height and square footage and new wall signage for the Northwestern Medicine facility at 200 Congress Parkway.

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

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**Background:**

- A Special Use Permit was issued for the Health Bridge facility in 1993. This approval included the elevations and signage.
- Northwestern Medicine has acquired several health care facilities and to create a single cohesive brand recognition they are updating their sign packages at all locations. This also allowed them to study appropriate signage to ensure the signs they have are clear and concise.
- The variations are to allow two main free-standing monument signs and to allow directional signage taller and larger than permitted.

**PZC Highlights:**

- The PZC was supportive of the revised signage and noted it made sense for a medical facility.

The PZC recommended **approval (7-0)** of the petitioner's request with the following conditions:

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Dylan DeGraw, received 05/17/22).
   B. Sign Plan Package (Kiku Obata, dated 05/10/22, received 05/17/22)

2. Changes to the signs which meet the UDO or the heights and sizes in this amendment are not required to amend the SUP in the future.

3. The petitioner shall comply with all of the requirements of the Community Development Department.

**Votes Required to Pass:** A simple majority.

# Acknowledgement Form

Regarding the Special Use Permit Amendment and Variations at 200 Congress Parkway. 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: Abigail R. Bruggeman Date: 6/2/2022
Signature

**Recommended Conditions:**

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Dylan DeGraw, received 05/17/22).
   B. Sign Plan Package (Kiku Obata, dated 05/10/22, received 05/17/22)

2. Changes to the signs which meet the UDO or the heights and sizes in this amendment are not required to amend the SUP in the future.

3. The petitioner shall comply with all of the requirements of the Community Development Department.

PIQ MAP
200 Congress Parkway



Ord. No.
File No.

**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT AMENDMENT FOR NORTHWESTERN MEDICINE AT 200 CONGRESS PARKWAY**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-119) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Special Use Permit Amendment to allow for new free-standing signs with variations to the height and square footage and new wall signage for the Northwestern Medicine facility at 200 Congress Parkway; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on May 17, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on June 1, 2022, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit Amendment; and

WHEREAS, on June 1, 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 Special Use Permit Amendment be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Special Use Permit 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 Special Use Permit Amendment to for new free-standing signs with variations to the height and square footage and new wall signage for the Northwestern Medicine facility at 200 Congress Parkway (19-04-301-018), Crystal Lake, Illinois is hereby approved.

Section II: Said Special Use Permit Amendment is issued with the following conditions:

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Dylan DeGraw, received 05/17/22).
   B. Sign Plan Package (Kiku Obata, dated 05/10/22, received 05/17/22)

Draft

2. Changes to the signs which meet the UDO or the heights and sizes in this amendment are not required to amend the SUP in the future.

3. The petitioner shall comply with all of the 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 Special Use Permit 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 21st day of June, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: June 21, 2022
Approved: June 21, 2022

Draft

# #2022-119
# Northwestern Medicine SUP Amendment
# Project Review for Planning and Zoning Commission

| | |
|---|---|
| **Meeting Date:** | June 1, 2022 |
| **Request:** | Special Use Permit Amendment for new free-standing signs with variations to the height and square footage and new wall signage. |
| **Location:** | 200 Congress Parkway |
| **Acreage:** | Approximately 8.acres |
| **Zoning:** | B-2 PUD General Commercial |
| **Surrounding Properties:** | North: M Manufacturing<br>South: B-2 PUD General Commercial<br>East: B-2 PUD General Commercial<br>West: B-2 PUD General Commercial |
| **Staff Contact:** | Elizabeth Maxwell (815.356.3615) |

**Background:**

- Previous Approvals:
  - The property received a Special Use Permit in 1993 which laid out the allowable free-standing signs.
- Existing Use: The current building is owned and operated by Northwestern Medicine. Due to the changes in ownership, the signage needs to change to reflect their branding identity.

**Development Analysis:**

- There are multiple free-standing signs on the property. The existing signs were approved as part of the SUP. The existing signs were allowed at:
  - Sign 1 – 45 square feet, 5 feet 2 inches in height
  - Sign 2 – 16.25 square feet, 4 feet in height
  - Sign 3 – 4.5 square feet, 3 feet in height
  - Sign 4 – 5 square feet, 4 feet in height
- Request: To allow new free-standing signs as detailed in the table below.

| Sign Type | Height | Square Footage | Location |
|---|---|---|---|
| Site ID Sign 1 | 6 feet 6 inches | 32.8 square feet | Second Entrance<br>On Congress Pkwy |
| Site ID Sign 2 | 6 feet 6 inches | 32.8 square feet | Main Entrance<br>On Commonwealth Dr |
| Directional Small | 6 feet | 15.1 square feet | East Entrance |
| Directional Small | 6 feet | 15.1 square feet | Internal |
| Directional Small | Existing<br>3 feet 6 inches | 4.59 square feet | Internal |

- Wall Signage: Three new walls signs are proposed

| Sign | Square Footage |
|---|---|
| NM Northwestern Medicine | 49.2 square feet |
| Health & Fitness | 8.6 square feet |
| Natural Therapy | 4.9 square feet |

- The UDO allows one (1) free-standing monument style sign at 50 square feet and eight (8) feet in height. This request is for two (2) monument signs at 32.8 square feet and six (6) feet six (6) inches in height.
- The UDO allows multiple directional signs four (4) square feet and three (3) feet in height. This request is for multiple signs up to 15.1 square feet and six (6) feet in height.
- The UDO allows up to 150 square feet of wall signage. This request meets the wall signage standards.
- Landscape materials will need to be removed to remove some of the existing signs. New landscape meeting the UDO requirements is being planned around the signs.
- Land Use: The land use map shows the area as Commerce. This land use designation is appropriate for physical fitness, health club service use.
- Zoning: The site is zoned B-2 PUD General Commercial. The zoning district is appropriate for the health club.

**Findings of Fact:**
**Special Use Permit Amendment**
The petitioner is requesting approval of an amendment to a Special Use Permit Amendment to allow multiple free-standing signs that exceed the height and square footage requirements. A Special Use requires separate review because of the 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*

ZONING ORDINANCE VARIATION

The petitioner is requesting a variation from Article 4 to allow multiple free-standing signs that exceed the height and square footage requirements.

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.

**Comprehensive Land Use Plan 2020 Vision Summary Review:**

The Comprehensive Plan designates the subject property as Commerce, which allows for existing and future commercial and service uses. 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 Land Use Plan and Economic Development Strategic Plan.**

This can be accomplished with the following supporting actions:

**Supporting Action:** Encourage mixed-use developments that allow people to live, work, and plat in the same area, as well as support the transfer of goods and services between businesses and limit the number of traffic trips generated.

**Recommended Conditions:**

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

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Dylan DeGraw, received 05/17/22).
   B. Sign Plan Package (Kiku Obata, dated 05/10/22, received 05/17/22)

2. Changes to the signs which meet the UDO or the heights and sizes in this amendment are not required to amend the SUP in the future.

3. The petitioner shall comply with all of the 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: Dylan DeGraw

Address: 4201 Medical Center Drive, McHenry IL

Phone: 815-334-3124

E-mail: dylan.degraw@nm.org

Project Name & Description:

Northwestern Medicine Exterior Brand & Wayfinding Signage - 200 Congress Parkway

Exterior signage at 200 Congress Parkway per Northwestern Medicine signage design standards.

Project Address/Location: 200 Congress Parkway, Crystal Lake, IL

Signature

Dylan DeGraw 5/17/22

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, JUNE 1, 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, Repholz, Skluzacek and Teetsov were present.

Elizabeth Maxwell, City Planner was present from Staff.

Mr. Gronow 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.

## 2022-119 – 200 CONGRESS PARKWAY, NORTHWESTERN MEDICINE – SPECIAL USE AMENDMENT AND VARIATIONS

A Special Use Permit Amendment to allow changes to the free-standing signs with variations from height and square footage.

Abigail Brueggeman, Construction Project Manager, was present to present the request. She thanked the commission members on behalf of Northwestern Medicine. She noted Northwestern has acquired several other health systems. They discovered that the signage and brand recognition was not up to par and the CEO provided a directive to conduct a signage study. They looked at all the facilities and studied appropriate sign packages from other health care providers to airports and schools. This request is in line with their approach to streamline and provide clear and concise signage. They are requesting a few variations for the quantity and size of signs.

Mr. Greenman opened the public hearing. There being no one in the public wishing to speak Mr. Greenman closed the public hearing portion and turned it over to staff for a summary of the request.

Ms. Maxwell provided a summary of the request and noted due to the large size of the site and the remote entrances it makes sense to have two free-standing monument signs. Also, for visitors the way-finding signage for pedestrians and vehicles is critical.

Mr. Skluzacek is in favor of the request. They need better directional signage, as he visited the site recently and was unsure where to go. These signs will help people navigate the site.

Ms. Repholz asked about lighting of the signs. Ms. Brueggeman said these are clear letters with internal lighting of the sign. This is better for readability and there are no ground-mounted lights that cause light pollution. Ms. Repholz stated that since this is a medical facility there are a lot of first time visitors and they need additional signage to know where to go so she is okay with the request.

Ms. Teetsov appreciated the sign package they put together and noted it was very helpful in understanding the size and appearance of the proposed signs. She is in support of the request.

Mr. Gronow supports the request. He asked about any landscape that would be disturbed. Ms. Brueggeman showed in the landscape plan and what new landscape would be planted when they disturb the site to remove the existing signs.

Mr. Jouron said this is very nice. He finds it very hard to find the existing directional signage especially if it is up against the building or on the building.

Mr. Atkinson echoed the support of his fellow commissioners.

Mr. Greenman stated he sees how this request meets the Finding of Fact including the hardship standards. He asked for a motion.

Ms. Teetsov made a motion to approve the Special Use Permit Amendment and Variations with the following conditions:

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Dylan DeGraw, received 05/17/22).
   B. Sign Plan Package (Kiku Obata, dated 05/10/22, received 05/17/22)

2. Changes to the signs which meet the UDO or the heights and sizes in this amendment are not required to amend the SUP in the future.

3. The petitioner shall comply with all of the requirements of the Community Development Department

Ms. Jouron seconded the motion. On roll call Members Atkinson, Gronow, Jouron, Repholz, Skluzacek, Teetsov, and Greenman voted aye. Motion passed 7-0.

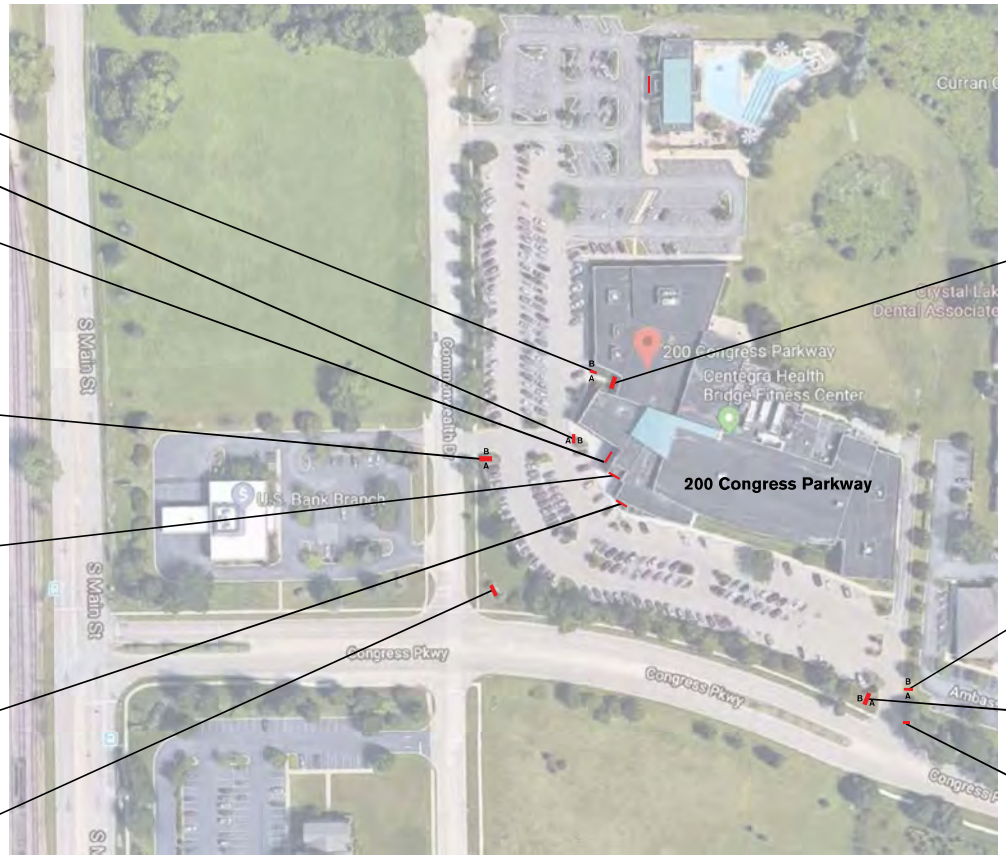
Northwestern Medicine®

Northwestern Medicine
Northwest Region Transition
200 Congress Parkway
Crystal Lake, IL

2019017.00

Exterior Brand & Wayfinding Signage
Design Documentation

May 10, 2022




Reface Existing Directional Sign **10**

Directional Sign, Small **4**

Entrance ID Letters, Acrylic **7**

Address Numerals, Aluminum **7.1**

Site ID Sign (I) **2**
Remove existing Tobacco-Free sign

Address Numerals, Vinyl **6**

Brand Letters, Stacked (I) **5**

Remove Existing Monument Sign **11**

**8** Entrance ID Letters, Acrylic

**8.1** Address Numerals, Vinyl

**3** Directional Sign, Small
Remove Existing Directional Sign

**1** Site ID Sign (I)
Remove Existing Monument Sign

**13** Remove Existing Tobacco Free Sign

Not to Scale

I = Internally illuminated, type varies, refer to drawings

# KIKU OBATA

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St. Louis, MO 63112
Office 314.361.3110
Fax 314.361.4716
www.kikuobata.com

Owner:
Northwestern Medicine
251 E Huron St.
Chicago, IL 60611

Authorized Use:
**Review**

Issue Date: May 10, 2022
Revisions:

| No. | Date | Description | Drawn By |
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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

**Sign Location Plan**

Drawn by: JM
Checked by: DL

**02**






**1** **Site ID Sign (I)**

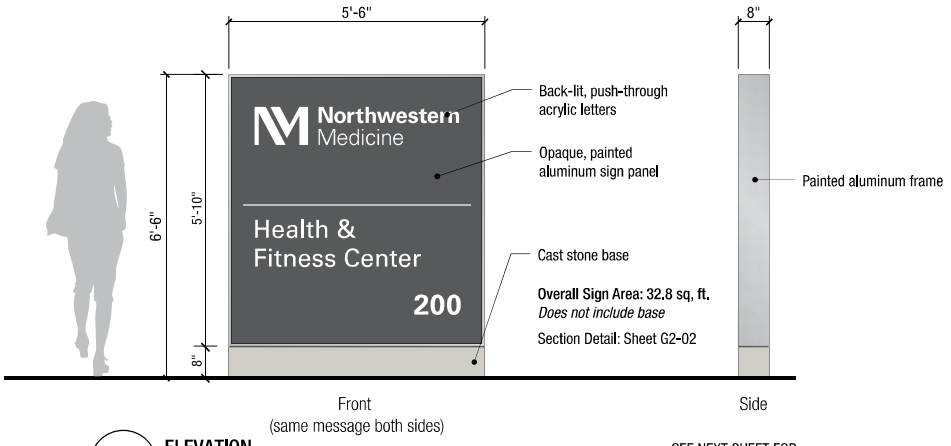
**Existing Sign Removal / Electrical**

Remove entire brick wall structure, sign panel, and ground light fixtures; use existing power source for new sign.

**Landscaping**

1. Restore mulch around new sign
2. Restore grass around new sign (seed)
3. Replace any damaged low-growth plantings in kind.
   A. TO – Nigra Arborvite (behind existing sign)
   B. JS – Green Sargent Juniper (sides of existing sign)
   C. SK – Kamtschaticm Sedum (sides of sign)

*Refer to original landscape plans provided at end of document.*




**1** **ELEVATION**

SCALE: 3/8"=1'-0"

SEE NEXT SHEET FOR LOCATION PLAN DETAIL

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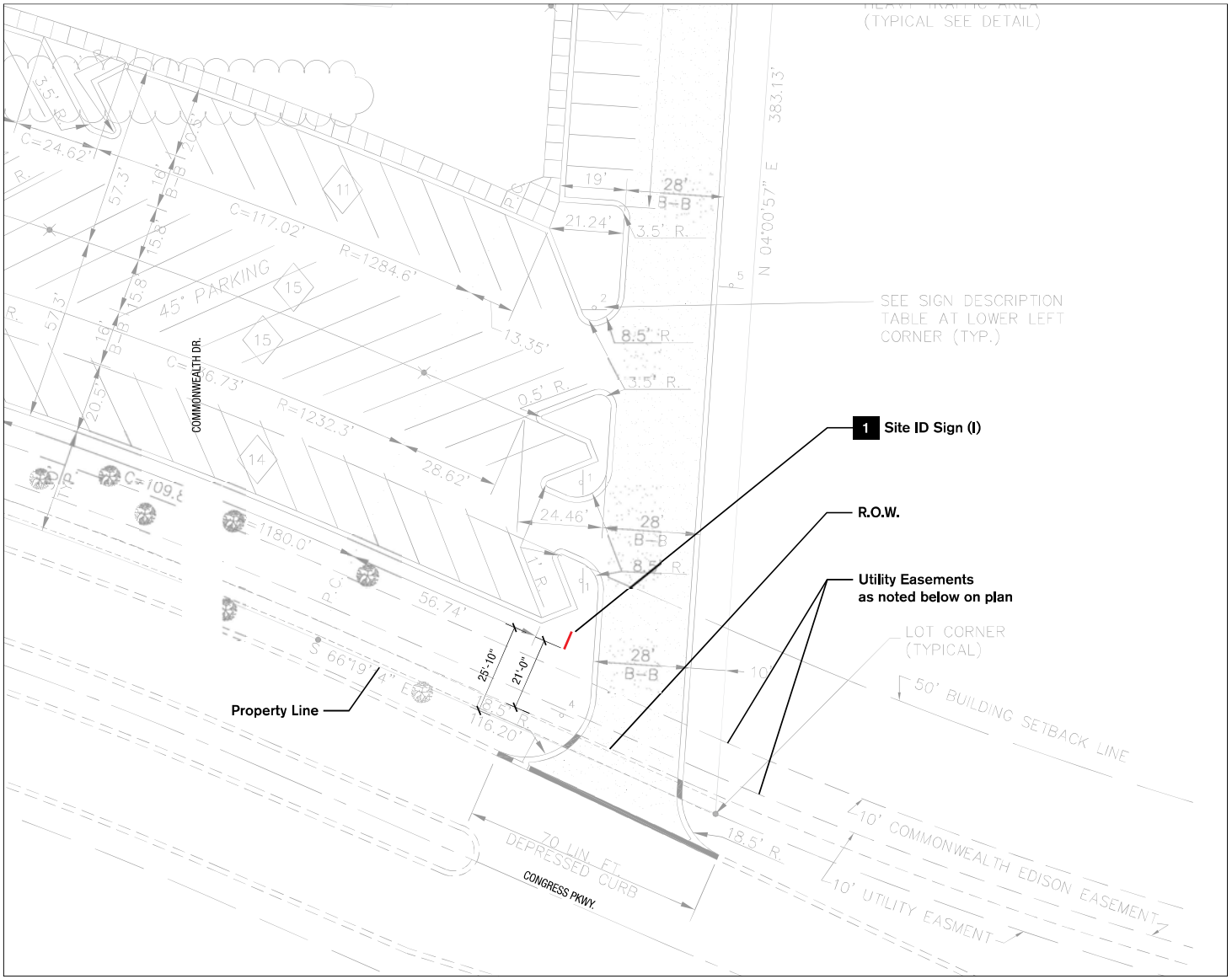
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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

**Sign Location 1**

Drawn by: JM
Checked by: DL




1 **LOCATION 1 – PLAN DETAIL**

SCALE: 1"= 30'-0"


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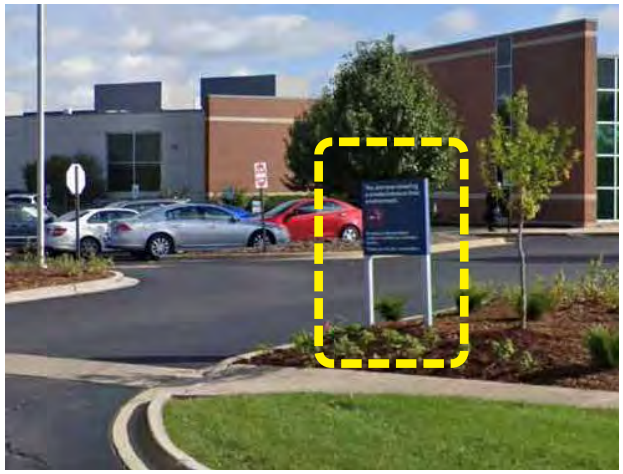

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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

**Sign Location 1 – Location Detail**

Drawn by: JM
Checked by: DL






**Existing Sign Removal**
Remove post and panel sign.

**2** **Site ID Sign (I)**

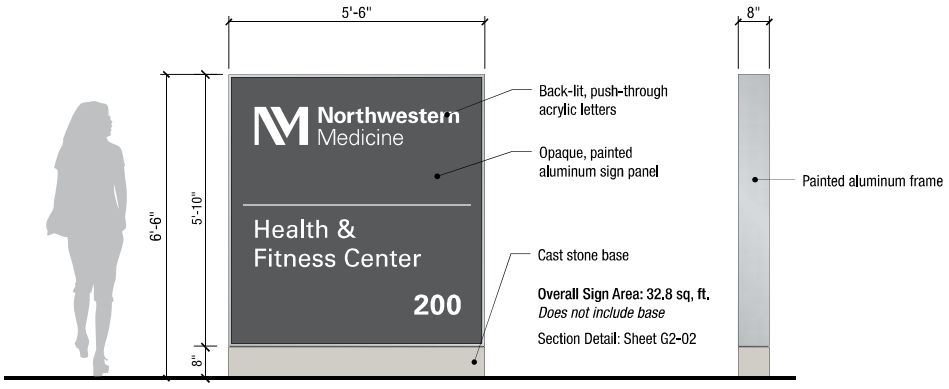
**Electrical**
No existing power source at sign location. Verify conditions with Owner and provide cost to run power to sign location, including any landscape repair that may be required as a result.

**Landscaping**
Restore mulch around new sign

Replace any damaged low-growth plantings in kind.

A. Grass - Seed
B. MD - Marshall's Delight Bee Balm
C. JC - Sea Green Juniper (evergreen shrub)
D. RA - Low Grow Sumac (Deciduous shrub)
E. HS – Stella De Oro Day Lilly

*Refer to original landscape plans provided at end of document.*




1 **ELEVATION**
SCALE: 3/8"=1'-0"

SEE NEXT SHEET FOR LOCATION PLAN DETAIL

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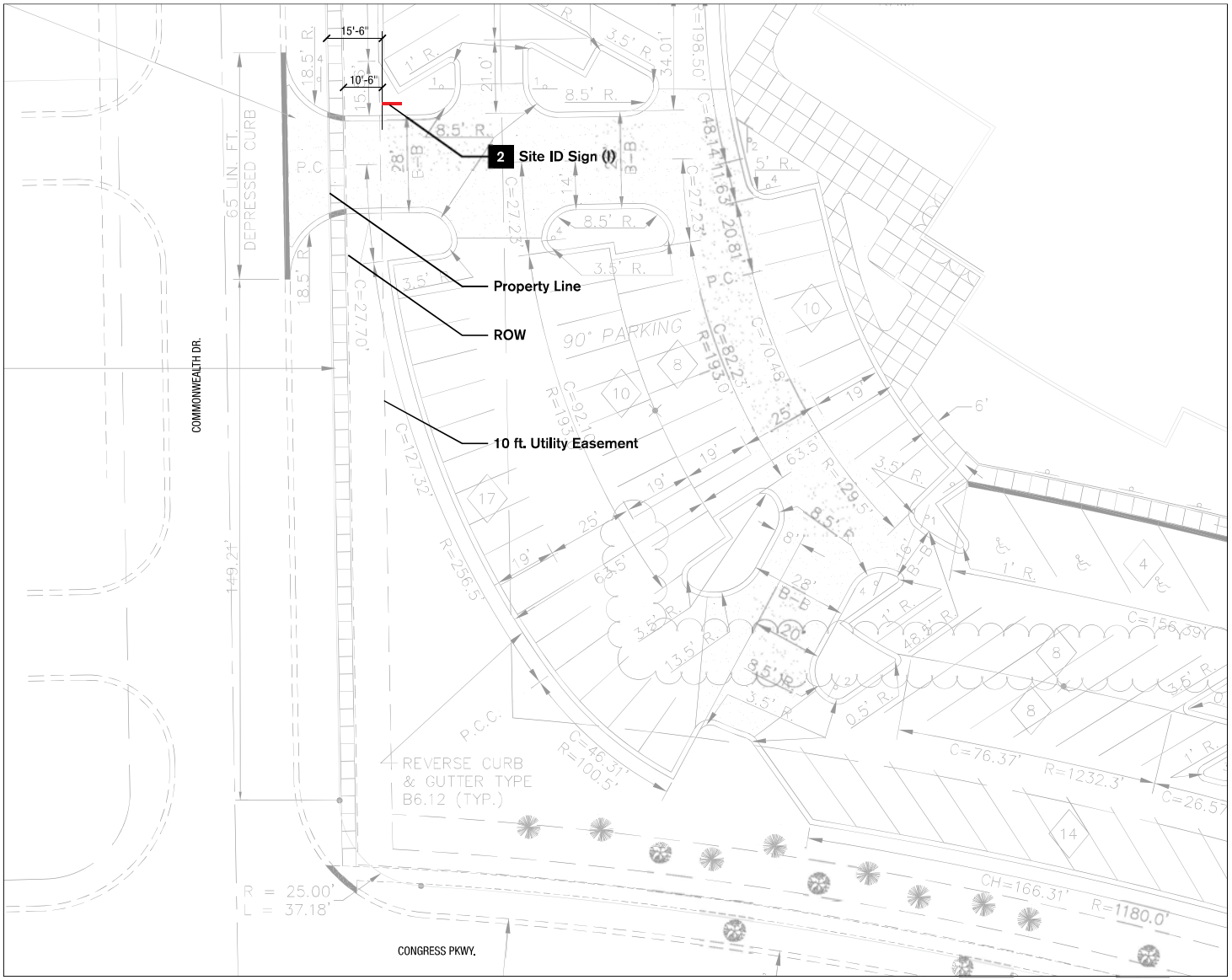
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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

**Sign Location 2**

Drawn by: JM
Checked by: DL




1 **LOCATION 2 – PLAN DETAIL**

SCALE: 1"= 30'-0"

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**Review**

Issue Date: May 10, 2022

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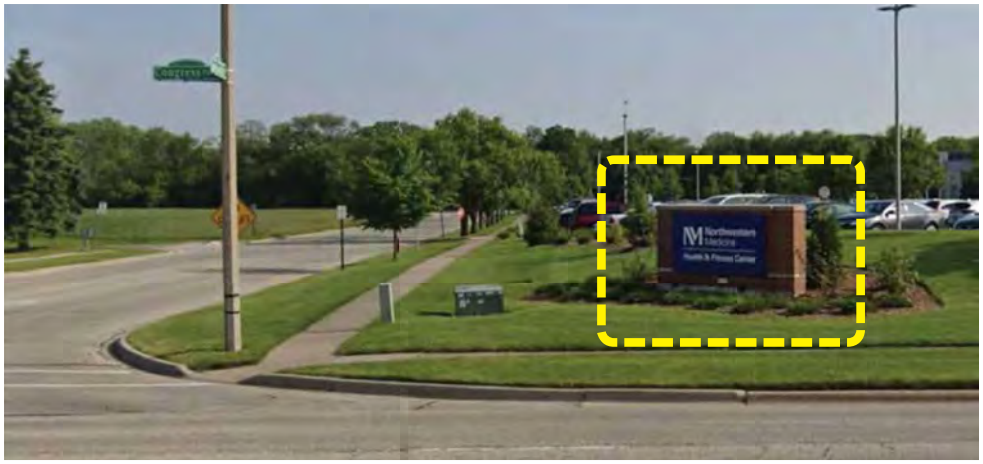

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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

**Sign Location 2 – Location Detail**

Drawn by: JM
Checked by: DL



**11** **Remove Existing Monument Sign**

**Existing Sign Removal / Electrical**
Remove entire brick wall structure, sign panel, and ground light fixtures; terminate power source to lights.

**Landscaping**
1. Maintain taller shrubs behind monument sign if possible, remove if not:
   A. TO – Nigra Arborvite (evergreen tree) behind existing monument sign
2. Restore disturbed mulch. Infill to cover removed foundation
3. Replace damaged low-growth plantings in kind.
   A. JS – Green Sargent Juniper (evergreen shrub)
   B. VC – Compact Koreanspice Vibrurnum (deciduous shrub)
   C. SS – Little Bluestem (groundcover, perennial, ornamental grass)
   D. HS – Stella De Oro Day Lilly (groundcover, perennial, ornamental grass)
4. Add low grow plantings per original landscape plan. To replace arborvite (if required) and infill existing monument sign location.
   A. JS – Green Sargent Juniper (evergreen shrub)
   B. SS – Little Bluestem (groundcover, perennial, ornamental grass)
   C. HS – Stella De Oro Day Lilly (groundcover, perennial, ornamental grass)

*Refer to original landscape plans provided at end of document.*



**13** **Remove Existing Tobacco Free Sign**

**Existing Sign Removal**
Remove post and panel sign.

**Landscaping**
Restore disturbed mulch.

NOTE
Additional sign removal locations shown with new signs.


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Authorized Use:
**Review**

Issue Date: May 10, 2022
Revisions:

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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

**Sign Location 11 & 13**

Drawn by: JM
Checked by: DL



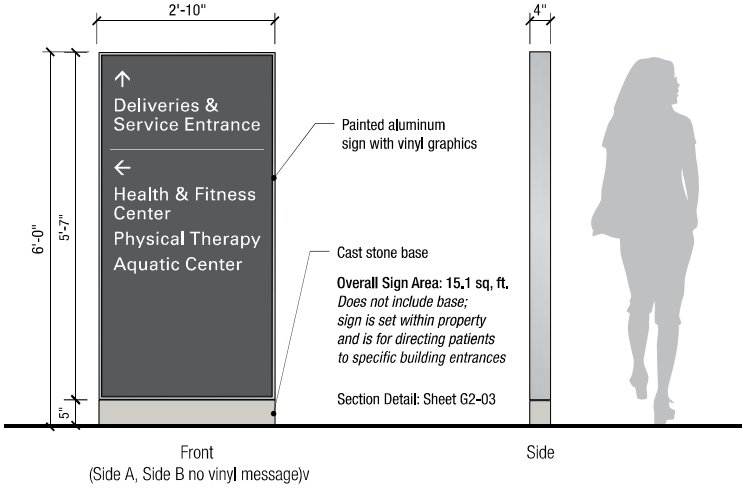

**Existing Sign Removal**
Remove post and panel sign. See sheet **G1-02** for removal requirements.




**3** **Directional Sign, Small**

LOCATION NOTE
Match location and curb setback of existing sign; perpendicular to curb.

**Landscaping**
Restore/replant grass around sign (seed)
*Refer to original landscape plans provided at end of document.*




1 **ELEVATION**
SCALE: 1/2"=1'-0"

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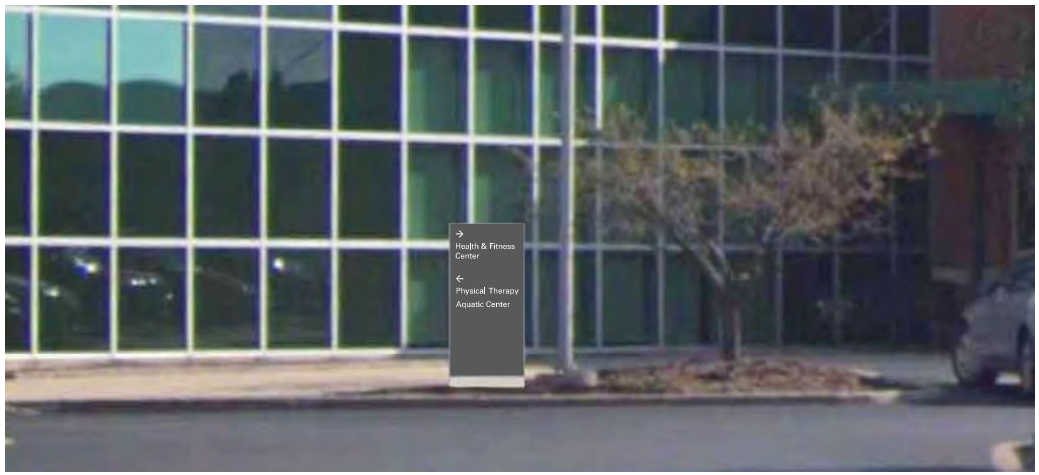
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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

**Sign Location 3**

Drawn by: JM
Checked by: DL

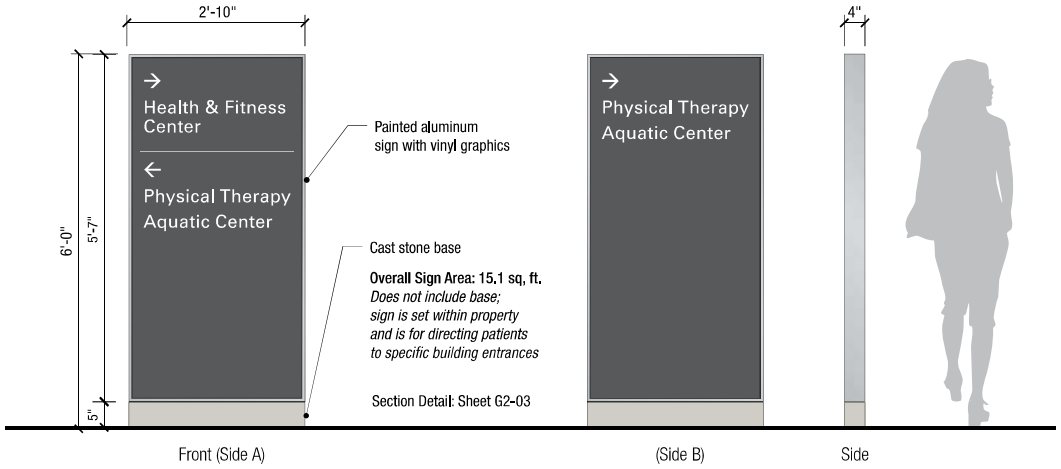



**4** **Directional Sign, Small**

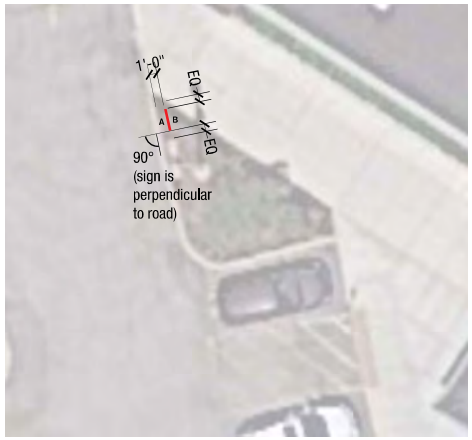
**Landscaping**

1. Restore mulch around new sign
2. Replace any damaged low-growth plantings in kind.
   A. EP – Bubblegum coneflower
   B. SK – Kamtschaticm Sedum
   C. PH – Dwarf fountain grass

*Refer to original landscape plans provided at end of document.*




**1** **ELEVATION**
SCALE: 1/2"=1'-0"




**2** **LOCATION PLAN DETAIL**
SCALE: 1/16"= 1'-0" (approx.)

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Owner:
Northwestern Medicine
251 E Huron St.
Chicago, IL 60611

Authorized Use:
**Review**

Issue Date: May 10, 2022
Revisions:

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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

**Sign Location 4**

Drawn by: JM
Checked by: DL




Existing




Replace sign panels and paint top/side/bottom returns **NM Grey** in the field (describe application to achieve smooth as surface possible in shops)

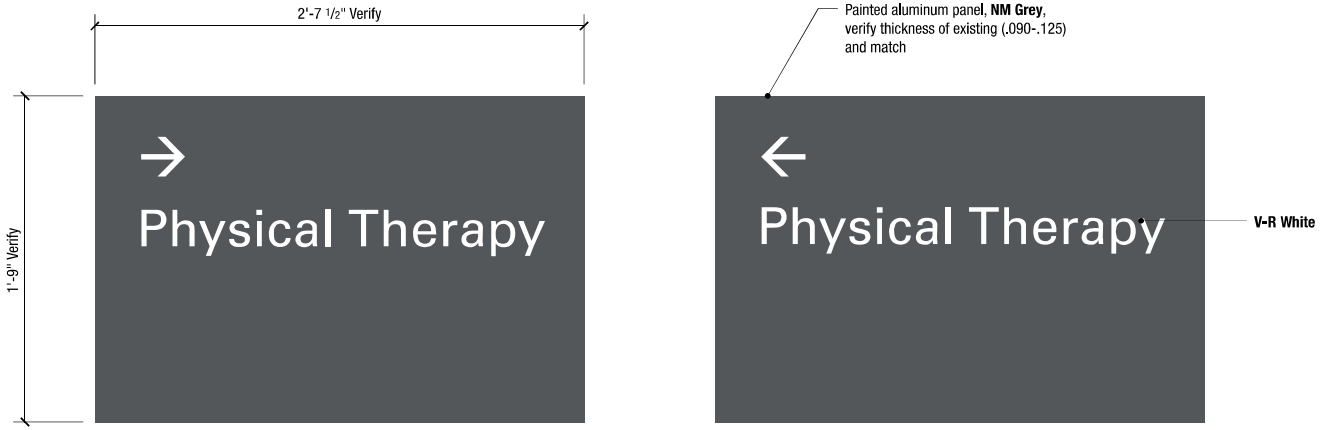
Posts remain the same, touch up paint to match existing as needed

**Landscaping**

1. Restore any disturbed much.
2. Replace any damaged low-growth plantings in kind.
   A. SS – Little Bluestem
   B. LS – Snow Cap Shasta Daisy

*Refer to original landscape plans provided at end of document.*

**10 Reface Existing Directional Sign**




Side A

Side B

**1 ELEVATION (Sign Panels)**

SCALE: 1/2"=1'-0"

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6161 Delmar Blvd., Suite 200
St. Louis, MO 63112
Office 314.361.3110
Fax 314.361.4716
www.kikuobata.com

Owner:
Northwestern Medicine
251 E Huron St.
Chicago, IL 60611

Authorized Use:
**Review**

Issue Date: May 10, 2022
Revisions:

| No. | Date | Description | Drawn By |
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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

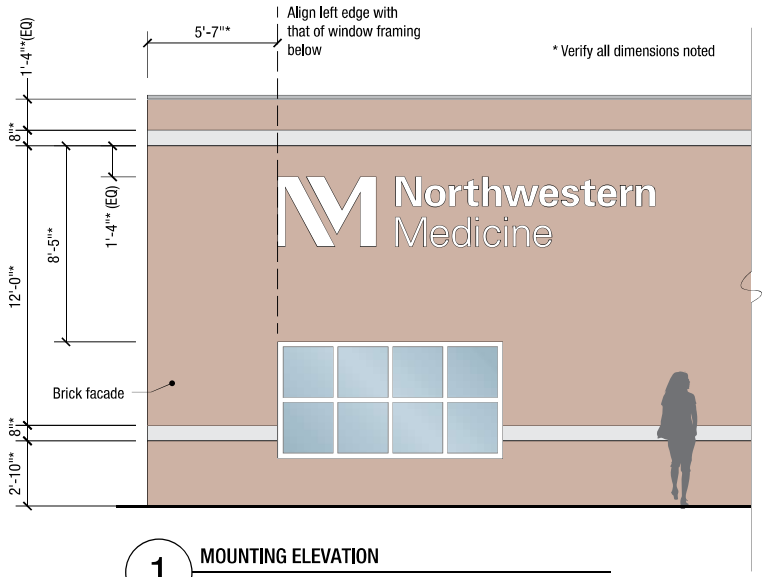
**Sign Location 10**

Drawn by: JM
Checked by: DL

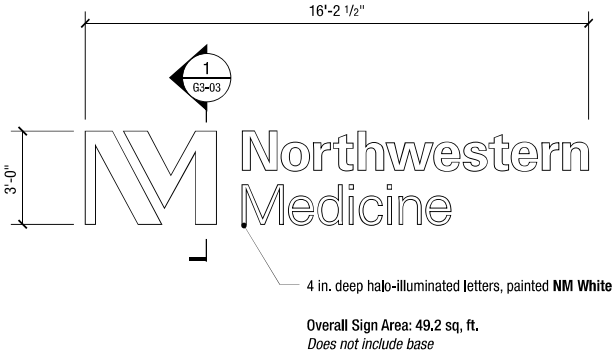



**Electrical**
No existing power source at sign location. Verify conditions with Owner and provide cost to run power to sign location, including any building repair that may be required as a result.

**5** **Brand Letter, Stacked (I)**




1 **MOUNTING ELEVATION**
SCALE: 3/16"=1'-0"




2 **ELEVATION**
SCALE: 1/4"=1'-0"

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**Sign Location 5**

Drawn by: JM
Checked by: DL

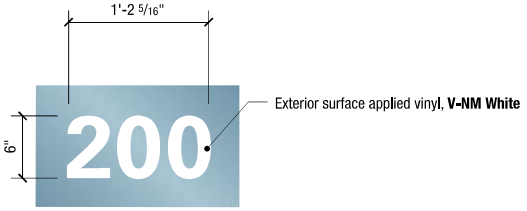



**Existing Sign Removal**
Remove existing vinyl address numerals and clean surface before installing new vinyl numerals.




**6** **Address Numerals, Vinyl**

1 **MOUNTING ELEVATION/RENDERING**
SCALE: 1/4"=1'-0" (approx.)




2 **ELEVATION**
SCALE: 1"=1'-0"

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**Crystal Lake, IL**

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**Sign Location 6**

Drawn by: JM
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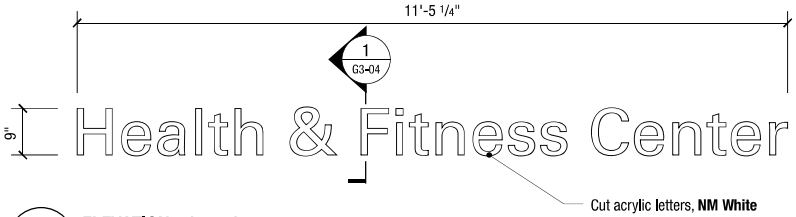



## 1 MOUNTING ELEVATION/RENDERING

SCALE: 1/4"=1'-0" (approx.)

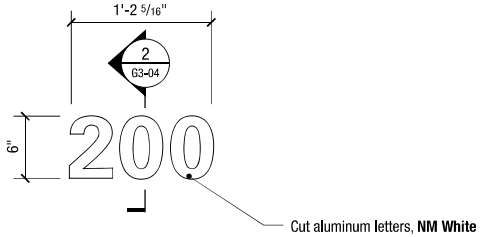
**7** **Entrance ID Letters, Acrylic**

**7.1** **Address Numerals, Aluminum**




## 2 ELEVATION – Location 7

SCALE: 1/2"=1'-0"




## 3 ELEVATION – Location 7.1

SCALE: 1"=1'-0"

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**Crystal Lake, IL**

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**Sign Location 7 & 7.1**

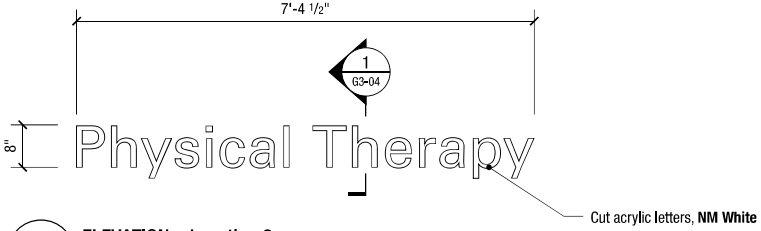
Drawn by: JM
Checked by: DL




## 1 MOUNTING ELEVATION/RENDERING

Not to Scale

**8** **Entrance ID Letters, Acrylic**




## 3 ELEVATION – Location 8

SCALE: 1/2"=1'-0"

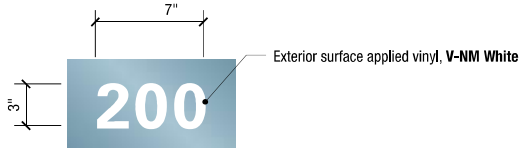



## 2 MOUNTING ELEVATION/RENDERING

Not to Scale

**8.1** **Address Numerals, Vinyl**

NOTE
Verify existing vinyl conditions at entrance, provide image in shops, plan for removal of existing similar "Suite A" vinyl letters.




## 4 ELEVATION – Location 8.1

SCALE: 1 1/2"=1'-0"

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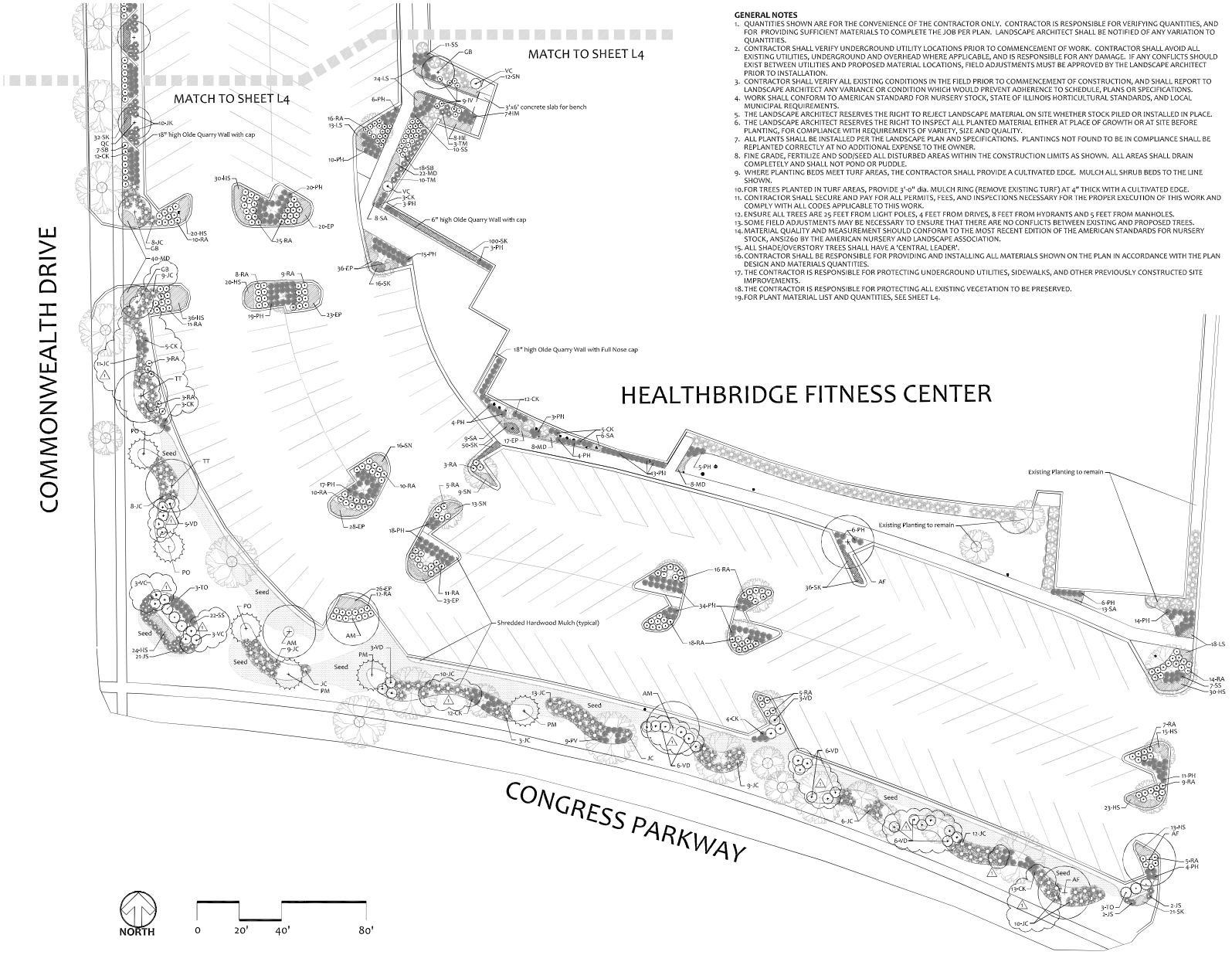
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**200 Congress Parkway**
**Crystal Lake, IL**

Project Number: 20219017.00

**Sign Location 8 & 8.1**

Drawn by: JM
Checked by: DL




**GENERAL NOTES**

1. QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES, AND FOR PROVIDING SUFFICIENT MATERIALS TO COMPLETE THE JOB PER PLAN. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY VARIATION TO QUANTITIES.
2. CONTRACTOR SHALL VERIFY UNDERGROUND UTILITY LOCATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL AVOID ALL EXISTING UTILITIES, UNDERGROUND AND OVERHEAD WHERE APPLICABLE, AND IS RESPONSIBLE FOR ANY DAMAGE. IF ANY CONFLICTS SHOULD EXIST BETWEEN UTILITIES AND PROPOSED MATERIAL LOCATIONS, FIELD ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND SHALL REPORT TO LANDSCAPE ARCHITECT ANY VARIANCE OR CONDITION WHICH WOULD PREVENT ADHERENCE TO SCHEDULE, PLANS OR SPECIFICATIONS.
4. WORK SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, STATE OF ILLINOIS HORTICULTURAL STANDARDS, AND LOCAL MUNICIPAL REQUIREMENTS.
5. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT LANDSCAPE MATERIAL ON SITE WHETHER STOCK PILED OR INSTALLED IN PLACE.
6. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO INSPECT ALL PLANTED MATERIAL EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING, FOR COMPLIANCE WITH REQUIREMENTS OF VARIETY, SIZE AND QUALITY.
7. ALL PLANTS SHALL BE INSTALLED PER THE LANDSCAPE PLAN AND SPECIFICATIONS. PLANTINGS NOT FOUND TO BE IN COMPLIANCE SHALL BE REPLANTED CORRECTLY AT NO ADDITIONAL EXPENSE TO THE OWNER.
8. FINE GRADE, FERTILIZE AND SOD/SEED ALL DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS AS SHOWN. ALL AREAS SHALL DRAIN COMPLETELY AND SHALL NOT POND OR PUDDLE.
9. WHERE PLANTING BEDS MEET TURF AREAS, THE CONTRACTOR SHALL PROVIDE A CULTIVATED EDGE. MULCH ALL SHRUB BEDS TO THE LINE SHOWN.
10. FOR TREES PLANTED IN TURF AREAS, PROVIDE 3'-0" dia. MULCH RING (REMOVE EXISTING TURF) AT 4" THICK WITH A CULTIVATED EDGE.
11. 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.
12. ENSURE ALL TREES ARE 25 FEET FROM LIGHT POLES, 4 FEET FROM DRIVES, 8 FEET FROM HYDRANTS AND 5 FEET FROM MANHOLES.
13. SOME FIELD ADJUSTMENTS MAY BE NECESSARY TO ENSURE THAT THERE ARE NO CONFLICTS BETWEEN EXISTING AND PROPOSED TREES.
14. MATERIAL QUALITY AND MEASUREMENT SHOULD CONFORM TO THE MOST RECENT EDITION OF THE AMERICAN STANDARDS FOR NURSERY STOCK, ANSIZ60 BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
15. ALL SHADE/OVERSTORY TREES SHALL HAVE A 'CENTRAL LEADER'.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN IN ACCORDANCE WITH THE PLAN DESIGN AND MATERIALS QUANTITIES.
17. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING UNDERGROUND UTILITIES, SIDEWALKS, AND OTHER PREVIOUSLY CONSTRUCTED SITE IMPROVEMENTS.
18. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING VEGETATION TO BE PRESERVED.
19. FOR PLANT MATERIAL LIST AND QUANTITIES, SEE SHEET L4.

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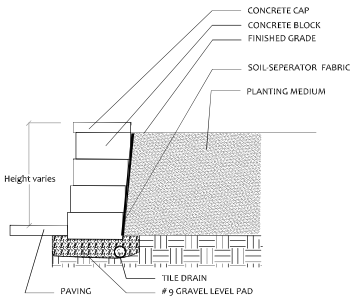
**Centegra Healthbridge Fitness**
**200 Congress Parkway, Crystal Lake, IL**
# PROPOSED LANDSCAPE PLAN

| REVISIONS |
|---|
| 1 PER CITY August 1, 2018 |
| DATE July 21, 2017 |
| PROJECT CHS1701 |
| DRAWN KTK |
| CHECKED KTK |
| SHEET NO. L3 |

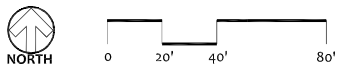
# PLANT MATERIAL KEY

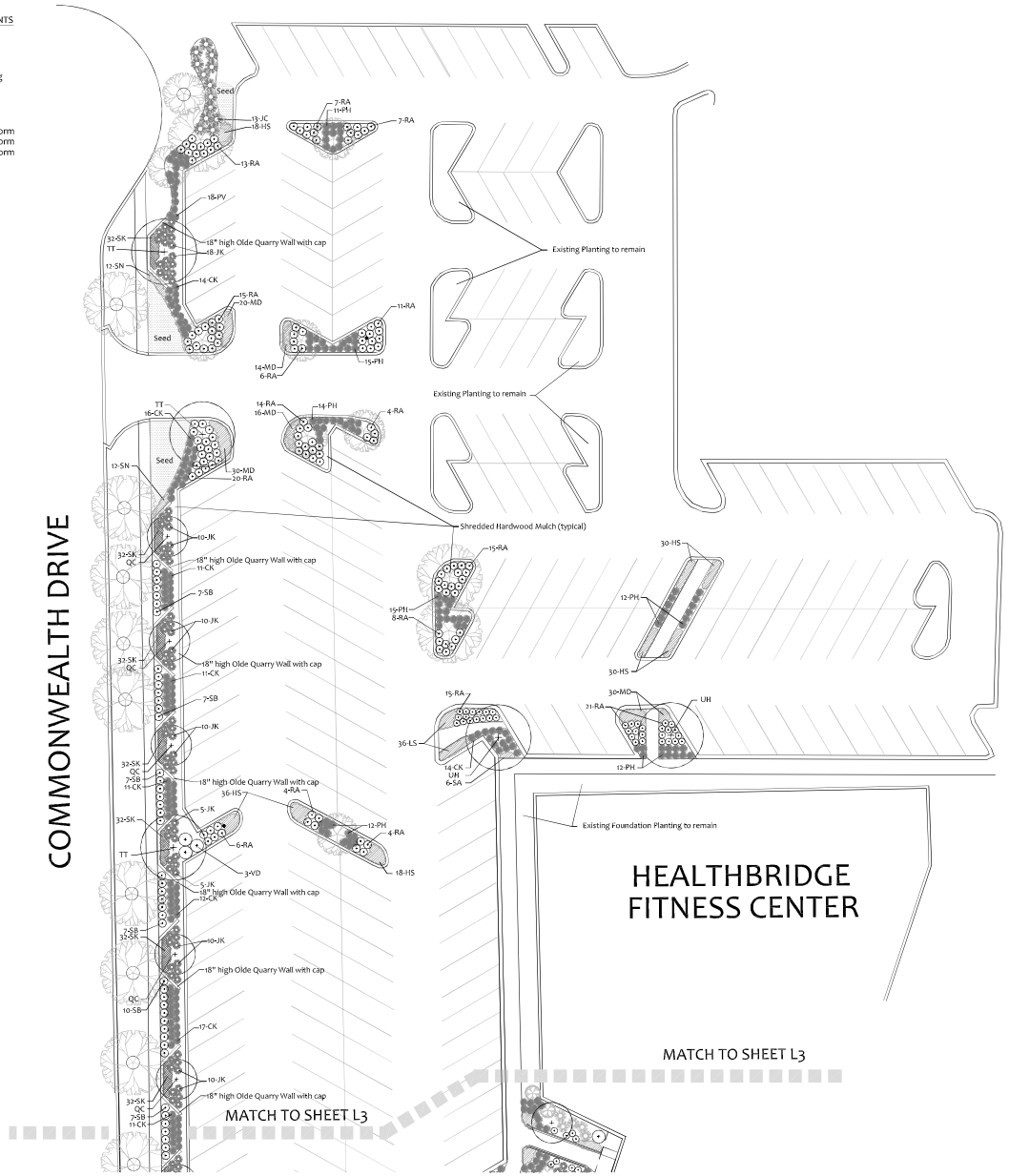
| SYM | QTY | BOTANICAL NAME | COMMON NAME | SIZE | COMMENTS |
|---|---|---|---|---|---|
| **SHADE TREES** | | | | | |
| AF | 3 | Acer freemanii | Autumn Blaze Maple | 2 1/2" | |
| AM | 3 | Acer miyabe 'Morton' | State Street Maple | 2 1/2" | |
| GB | 3 | Ginkgo biloba 'Princeton Sentry' | Princeton Sentry Ginkgo | 2 1/2" | |
| QC | 6 | Quercus robur 'Crimson Spire' | Crimson Spire English Oak | 2 1/2" | Spring Dig |
| TT | 5 | Tilia tomentosa | Silver Linden | 2 1/2" | |
| UH | 2 | Ulmus 'Homestead' | Homestead Elm | 2 1/2" | |
| **EVERGREEN TREES** | | | | | |
| PM | 3 | Pseudotsuga menziesii | Douglas Fir | 6' | Natural Form |
| PO | 3 | Picea omerika | Serbian Spruce | 6' | Natural Form |
| TO | 6 | Thuja occidentalis 'Nigra' | Nigra Arborvitae | 6' | Natural Form |
| **DECIDUOUS SHRUBS** | | | | | |
| IV | 9 | Itea virginicum 'Little Henry' | Little Henry Sweetspire | 24" | 3' O.C. |
| RA | 380 | Rhus aromatica 'Gro-low' | Gro-low Sumac | 24" | 3' O.C. |
| SB | 70 | Spirea bumalda 'Goldflame' | Goldflame Spirea | 24" | 3' O.C. |
| VC | 8 | Viburnum carlesii 'compactum' | Compact Koreanspice Viburnum | 36" | 4' O.C. |
| VD | 33 | Viburnum dentatum 'Blue Muffin' | Blue Muffin Viburnum | 36" | 4' O.C. |
| **EVERGREEN SHRUBS** | | | | | |
| JC | 123 | Juniperus chinensis 'Sea Green' | Sea Green Juniper | 30" | |
| JK | 68 | Juniperus chinensis 'Kallay Compact' | Kallay Compact Juniper | 24" | |
| JS | 25 | Juniperus chinensis sargentii 'Viridis' | Green Sargent Juniper | 24" | |
| TM | 13 | Taxus media 'densiformis' | Dense Yew | 24" | |
| **GROUNDCOVER, PERENNIALS, AND ORNAMENTAL GRASSES** | | | | | |
| CK | 183 | Calamogrostris 'Karl Foerster' | Karl FoersterReed Grass | 1 Gal. | 36" O.C. |
| EP | 173 | Echinacea purpurea 'Bubble Gum' | Bubble Gum Coneflower | 1 Gal. | 18" O.C. |
| HE | 8 | Hosta 'Elegans' | Elegans Hosta | 1 Gal. | 18" O.C. |
| HM | 7 | Hakonechloa macra 'All Gold' | All Gold Hakone Grass | 1 Gal. | 18" O.C. |
| HS | 343 | Hemerocallis 'Stella De Oro' | Stella De Oro Daylilly | 1 Gal. | 18" O.C. |
| LS | 91 | Leucanthemum superbum 'Snow Cap' | Snow Cap Shasta Daisies | 1 Gal. | 18" O.C. |
| MD | 188 | Monarda didyma 'Marshall's Delight' | Marshall's Delight Bee Balm | 1 Gal. | 36" O.C. |
| PH | 371 | Pennisetum alopecuroides 'Hameln' | Dwarf Fountain Grass | 1 Gal. | 36" O.C. |
| PV | 37 | Panicum virgatum | Switch Grass | 1 Gal. | 36" O.C. |
| SA | 42 | Sedum 'Autumn Joy' | Autumn Joy Sedum | 1 Gal. | 36" O.C. |
| SK | 479 | Sedum kamtschaticum | Kamtschaticm Sedum | 3" pots | 12" O.C. |
| SN | 70 | Salvia nemorosa 'May Night' | May Night Salvia | 1 Gal. | 18" O.C. |
| SS | 40 | Schizachyrium scoparium | Little Bluestem | 1 Gal. | 18" O.C. |
| **MISCELLANEOUS MATERIALS** | | | | | |
| 120 | | Shredded Hardwood Mulch | | C.Y. | |
| 565 | | Kentucky Bluegrass Blend Seed | | S.Y. | |
| 506 | | Unilock Retaining Wall "Olde Quarry" | | F.F. | |

EXISTING PLANTS TO REMAIN (UNLABELED)




CONCRETE BLOCK PLANTER DETAIL
N.T.S.




KROGSTAD
LAND DESIGN LIMITED
LANDSCAPE ARCHITECTURE + LAND PLANNING
KROGSTADLD@COMCAST.NET

**Centegra Healthbridge Fitness**
**200 Congress Parkway, Crystal Lake, IL**
# PROPOSED LANDSCAPE PLAN

REVISIONS
PER CITY August 1, 2018

DATE July 21, 2017
PROJECT CHS1701
DRAWN KTK
CHECKED KTK

SHEET NO.
**L4**

Northwestern Medicine®

Northwestern Medicine
Northwest Region Transition
Off-Campus Sites

2019017.00

Exterior Brand & Wayfinding Signage
Typical Details & Specifications

September 17, 2021

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G1-02 General Notes
G1-03 General Notes (cont.)

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G2-02 Elevation, Type EW2-2 – Site ID, Small
G2-03 Elevation, Type EW7-1 – Directional, Small
G2-04 Elevation, Type EV1-2 – Door Vinyl

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G3-02 Section Details, Type EW7-1 –Directional, Small
G3-03 Section Details, Types EB1, EB2, EB3 (all sub types) – Brand Letters
G3-04 Section Details, Types EE1-1, EE1-3, EE2-1, EE2-2, Cut Letters
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G4-02 Specifications
G4-03 Specifications
G4-04 Specifications
G4-05 Specifications
G4-06 Specifications
G4-07 Specifications


This document is part of a set that includes drawing packages for individual facility locations; refer to all drawing packages.

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Chicago, IL 60611

Authorized Use:
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Issue Date: September 17, 2021
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**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

Project Number: 20219017.00

**Contents**

Drawn by: JM
Checked by: DL

**G1-01**

## Existing Sign Removal

- Refer to specific location drawing sets for existing signs to be removed. Only remove signs noted on drawings, notify Designer of any conflicts with existing signage not designated for removal.
- Contractor to inspect areas of all existing signs to be removed and inform owner of any damage, maintenance needs, or unsafe conditions.
- Building-mounted Signs: Contractor to remove all signs designated for removal and patch, repair, clean, paint, or refinish building as required to match existing adjacent conditions; all final repair to appear seamless with adjacent undamaged areas and as though original sign never existed (e.g. clear silicone fill alone for patching holed in masonry is not acceptable, fill must match color of brick or mortar).
- Freestanding Signs: Sign contractor to remove all signs designated for removal including footings unless noted otherwise on specific drawing sheets; backfill to existing grade and plant grass seed or mulch to match existing conditions.

## Civil/ Landscaping

- Extent of finished landscaping for freestanding signs is backfill to grade and plant grass seed or mulch to match adjacent conditions.

## Electrical Work

- Refer to specific drawing and plan sheets for signs requiring power.
- Several sign locations do not have power source at location. Contractor is responsible for running power to all illuminated signs as required where existing power source is not available as noted on drawings. Verify all conditions and coordinate as required with Owner; provide cost and proposal accordingly. Contractor is responsible for all required electrical components,connections for signage.

## Structural Engineering

- Contractor is responsible for the design of the structural elements and the structural integrity of all signs; and any stamped engineering drawings for permitting.

*Also refer to G4 Specifications Section*

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**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

Project Number: 20219017.00

**General Notes**

Drawn by: JM
Checked by: DL

**G1-02**

## Sign Layout Artwork

Designer to provide electronic layout artwork for all signs based on field verification and shop drawing dimensions from Sign Contractor.

## Sign Mock-Ups

In addition to the submittals outlined in the Specifications section, Sign Contractor is to submit sign mock-ups as identified on the drawing sheets

*Also refer to G4 Specifications Section*

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**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

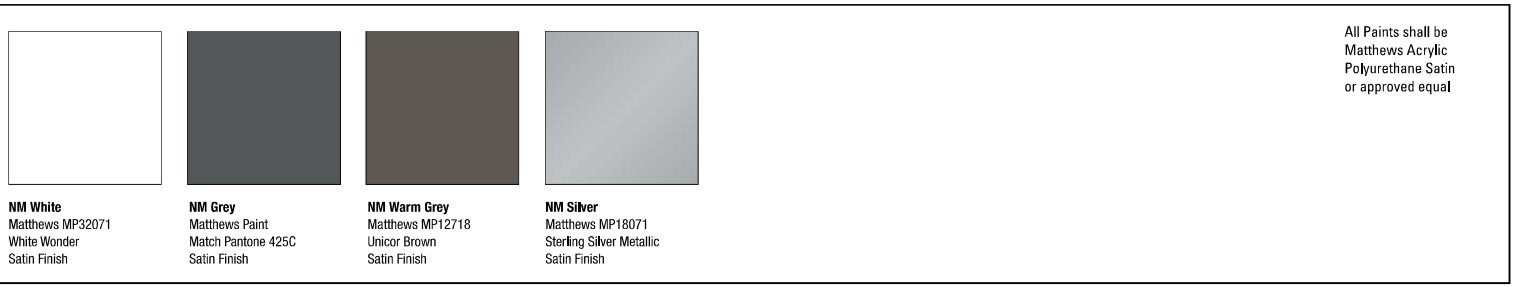
Project Number: 20219017.00

**General Notes**

Drawn by: JM
Checked by: DL

**G1-03**

## Paint Colors



All Paints shall be
Matthews Acrylic
Polyurethane Satin
or approved equal

**NM White**
Matthews MP32071
White Wonder
Satin Finish

**NM Grey**
Matthews Paint
Match Pantone 425C
Satin Finish

**NM Warm Grey**
Matthews MP12718
Unicor Brown
Satin Finish

**NM Silver**
Matthews MP18071
Sterling Silver Metallic
Satin Finish

## Vinyl Colors



**V-NM White**
3M ScotchCal
50-100 Matte White

**V-T White**
3M ScotchCal
3630-20 Transparent White

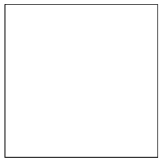
**V-R White**
3M ScotchCal
5100-10 Reflective White

**V-NM Grey**
3M ScotchCal
7725-41 Dark Grey

**V-NM Warm Grey**
TBD to match paint spec,
opaque

**V-Light Grey**
3M ScotchCal
7725-61 Mid Grey

## Acrylic Finishes



**A-T White**
#7328 Translucent White Acrylic
Standard product finish for sheets/panels

**Notes**
1. Additional paint, vinyl, or other finishes may be added upon confirmation of building material finishes as noted in drawings.

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**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

Project Number: 20219017.00

**Colors and Finishes**

Drawn by: JM
Checked by: DL

**G2-01**

# EW2-2 – Site ID, Small




1 **TYPICAL ELEVATION**
SCALE: 3/4"=1'-0"

Sign is Powered
Sign Typically has Messages on Both Sides


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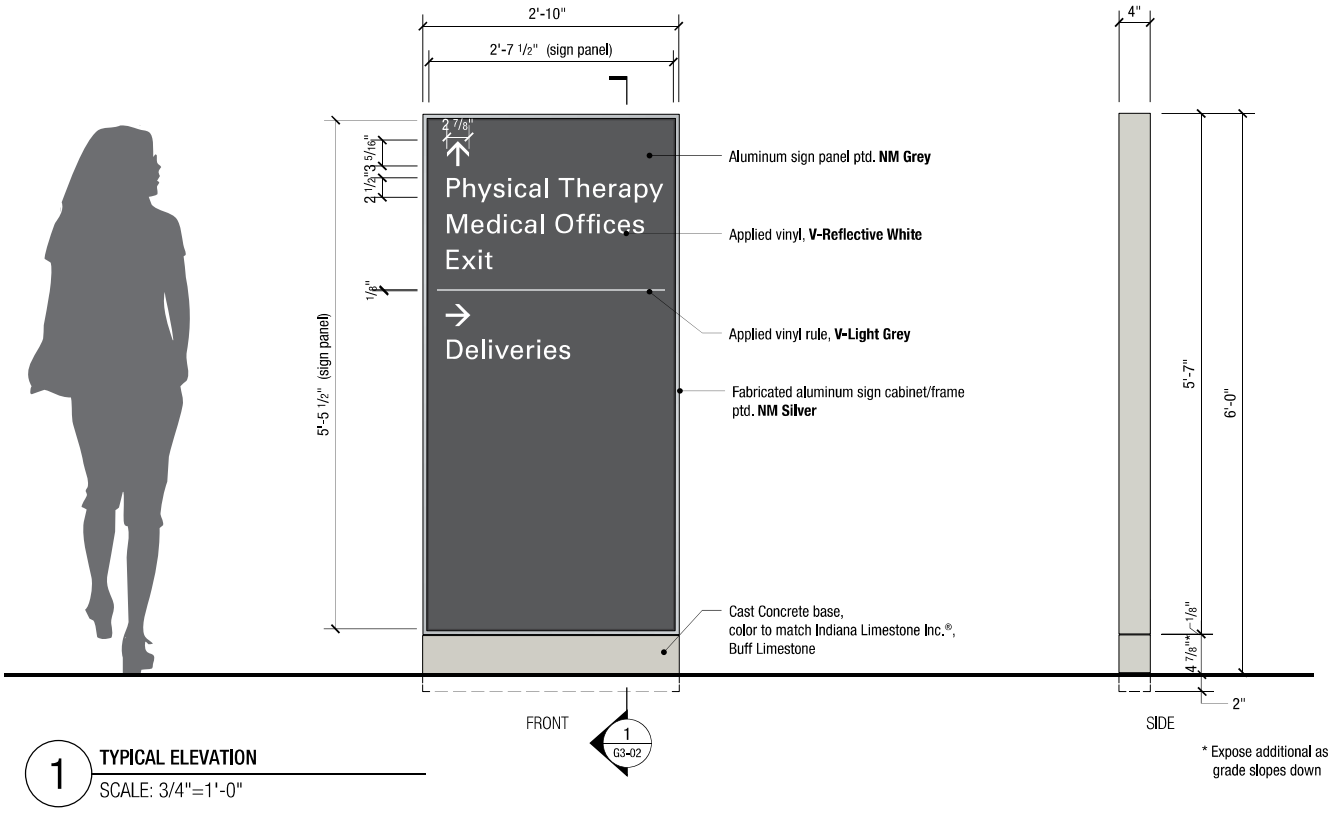
Project Number: 20219017.00

**Elevation, Type EW2-2 – Site ID, Small**

Drawn by: JM
Checked by: DL

**G2-02**

# EW7-1 – Directional, Small




1 **TYPICAL ELEVATION**
SCALE: 3/4"=1'-0"

A | B Sign Typically has Messages on Both Sides


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**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

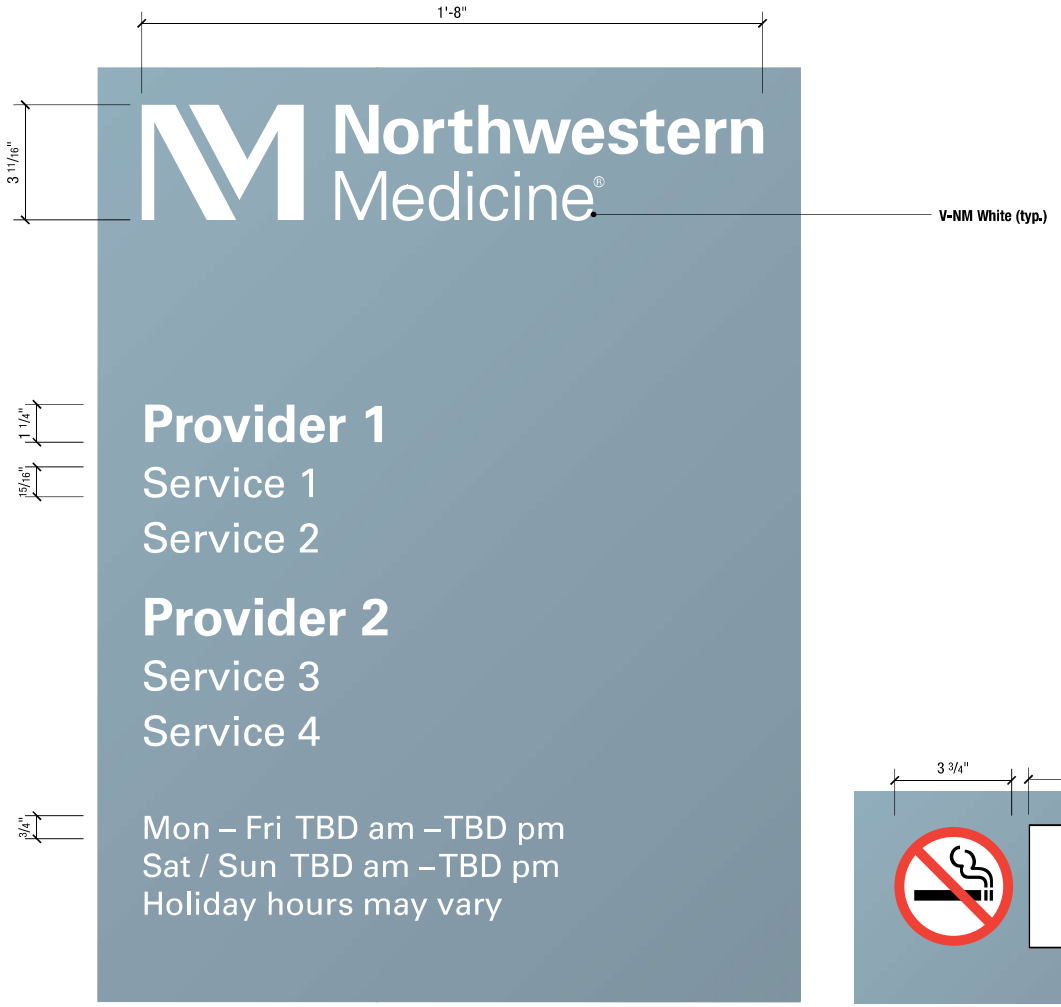
Project Number: 20219017.00

**Elevation, Type EW7-1 – Directional, Small**

Drawn by: JM
Checked by: DL

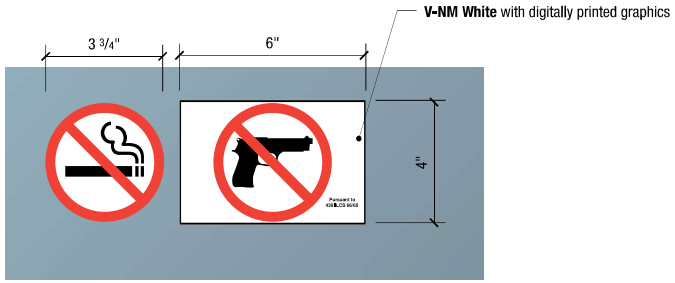
**G2-03**

# EV1-2 – Door Vinyl, Non-Hospital Building




All vinyl is applied to the exterior surface of the glass.

Refer to specific site Plans and Elevations for mounting locations.




1 TYPICAL ELEVATION
SCALE: 3"=1'-0"

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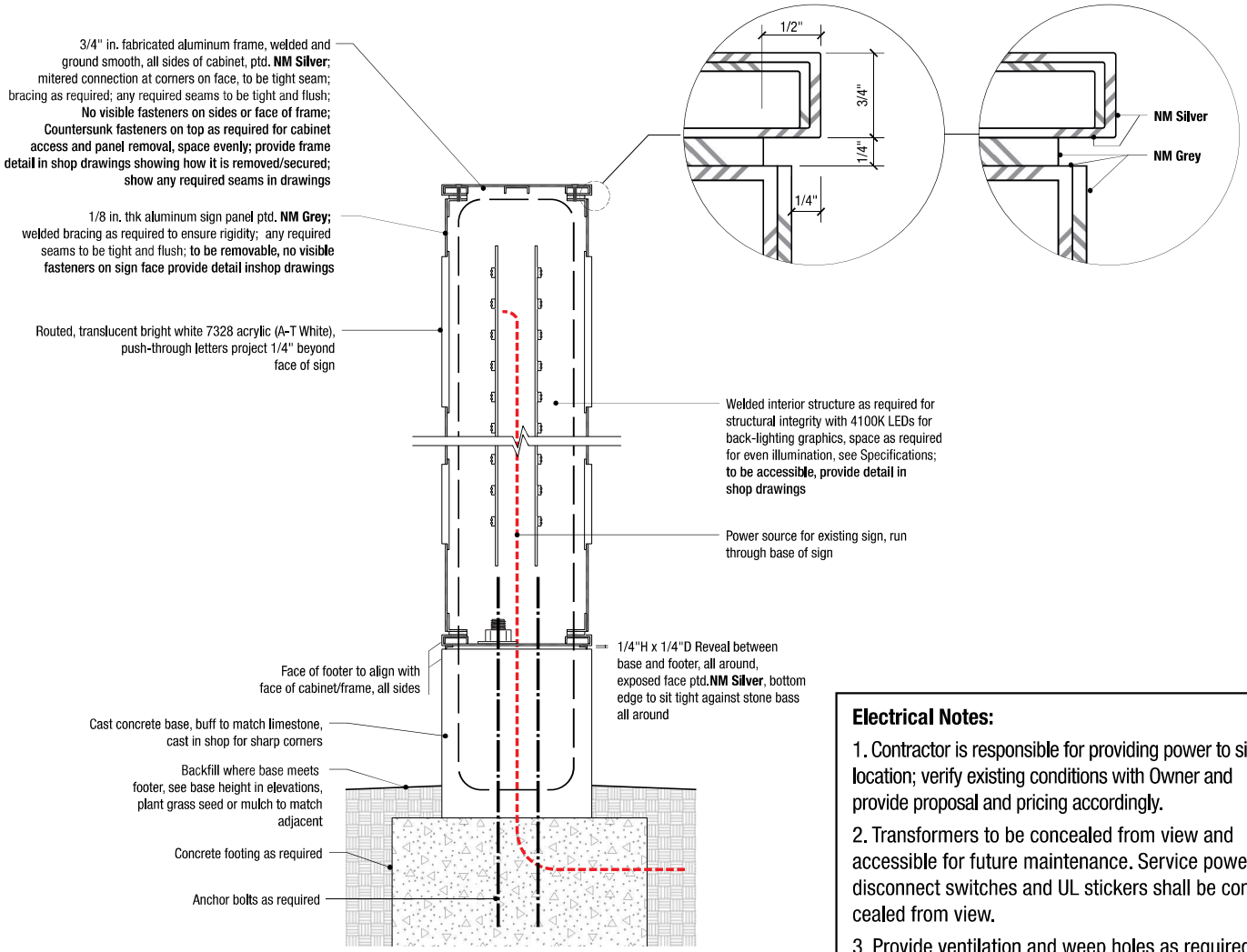
**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

Project Number: 20219017.00

**Elevation, Type EV1-2 – Door Vinyl**

Drawn by: JM
Checked by: DL

**G2-04**




1 **VERTICAL SECTION**

SCALE: 1 1/2"=1'-0"

**Electrical Notes:**

1. Contractor is responsible for providing power to sign location; verify existing conditions with Owner and provide proposal and pricing accordingly.

2. Transformers to be concealed from view and accessible for future maintenance. Service power disconnect switches and UL stickers shall be concealed from view.

3. Provide ventilation and weep holes as required for draining with light shields to prevent light leak.

4. If the sign is not on a timed circuit, provide a photo eye to automatically power sign on and off from dusk until dawn; propose low visibility location.

*Coordinate above items with Owner as required and show and note locations in shop drawings.*


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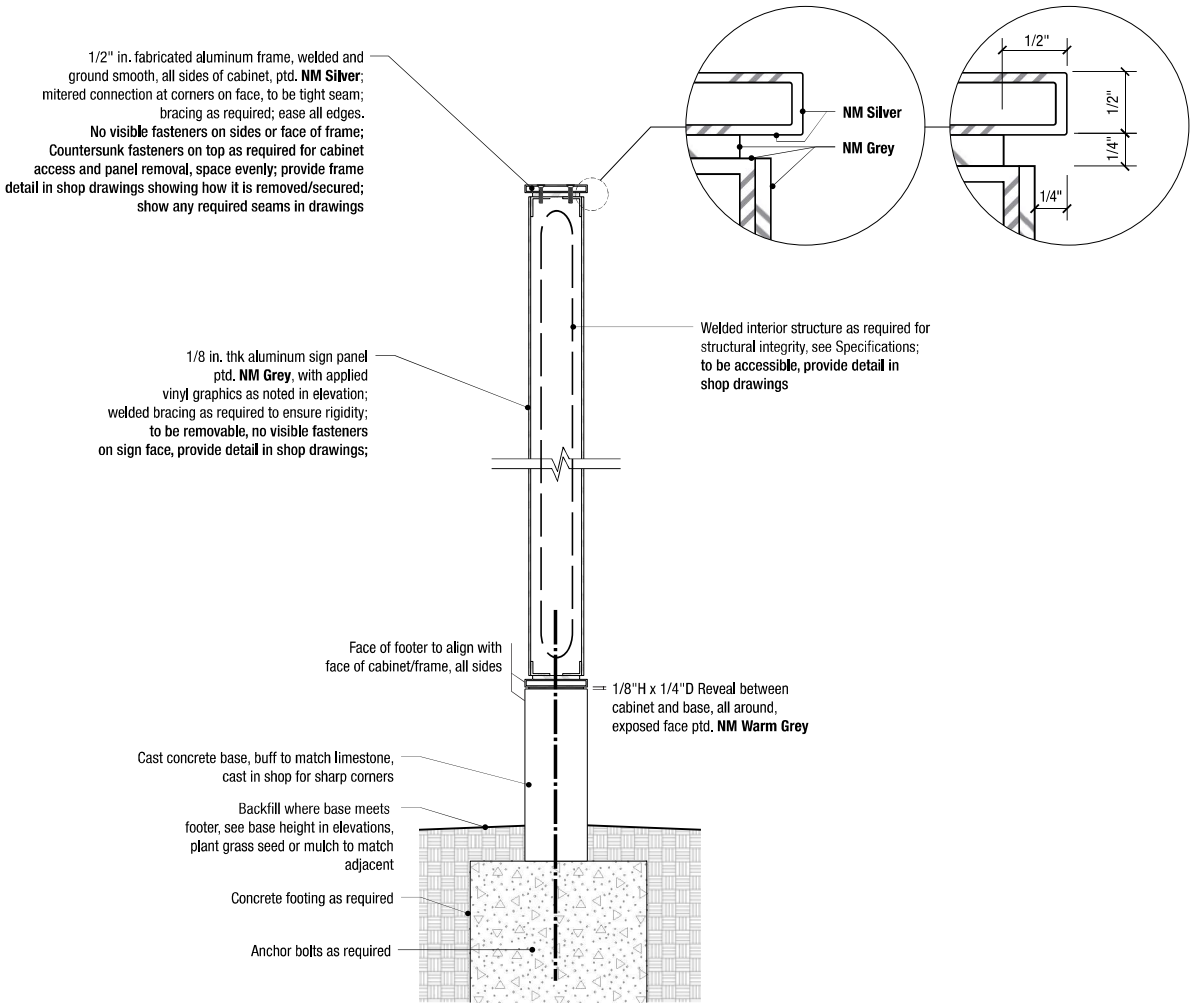

**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

Project Number: 20219017.00

**Section Details, Type EW2-2 – Site ID, Small**

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**G3-01**




1 **VERTICAL SECTION**

SCALE: 1 1/2"=1'-0"

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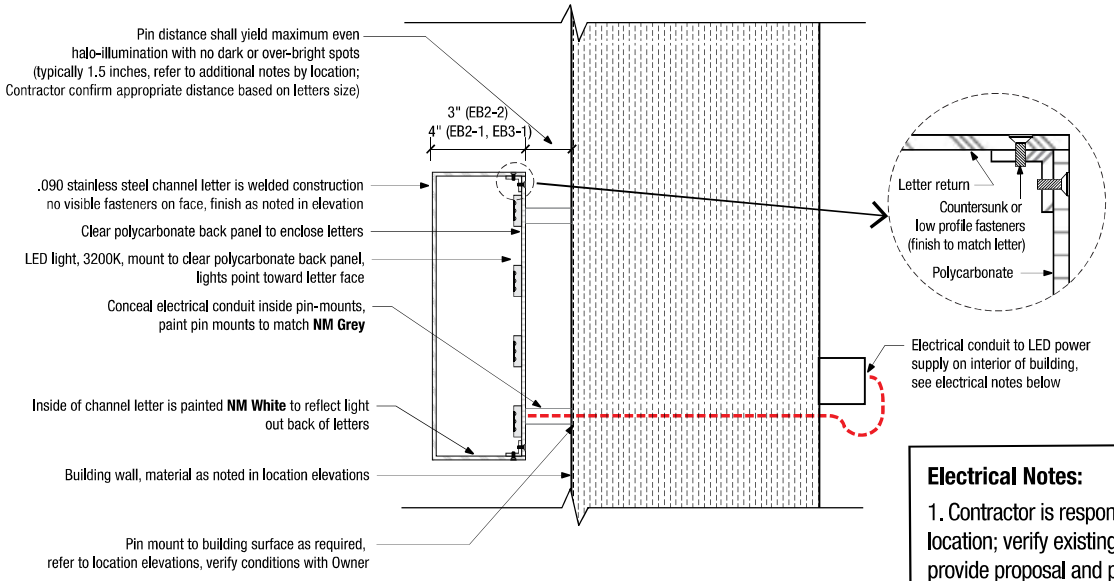
**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

Project Number: 20219017.00

**Section Details, Type EW7-1 – Directional, Small**

Drawn by: JM
Checked by: DL

**G3-02**




1 **VERTICAL SECTION**

SCALE: 3"=1'-0"

**Electrical Notes:**

1. Contractor is responsible for providing power to sign location; verify existing conditions with Owner and provide proposal and pricing accordingly.
2. Transformers to be concealed from view and accessible for future maintenance. Service power disconnect switches and UL stickers shall be concealed from view.
3. Provide ventilation and weep holes as required for draining with light shields to prevent light leak.

*Coordinate above items with Owner as required and show and note locations in shop drawings.*


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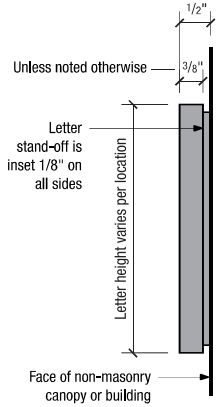

**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

Project Number: 20219017.00

**Section Details, Types EB1, EB2, EB3 (all sub types) – Brand Letters**

Drawn by: JM
Checked by: DL

**G3-03**



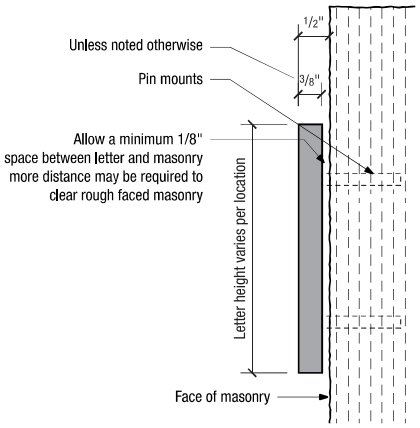

Letters are painted acrylic with 1/8" router cut inset on back side to create an 1/8" stand-off. Apply letter to facade with VHB tape.

**EE1-1, EE2-1 SECTION:**

**Typical Cut Letter or Numeral Mounted to Non-Masonry Surface**

1

SCALE: Half Size




Letters are painted aluminum. Apply letter to masonry with metal pin mounts and silicone adhesive as required.

**EE1-2, EE2-2 SECTION:**

**Typical Cut Letter or Numeral Mounted to Masonry**

2

SCALE: Half Size

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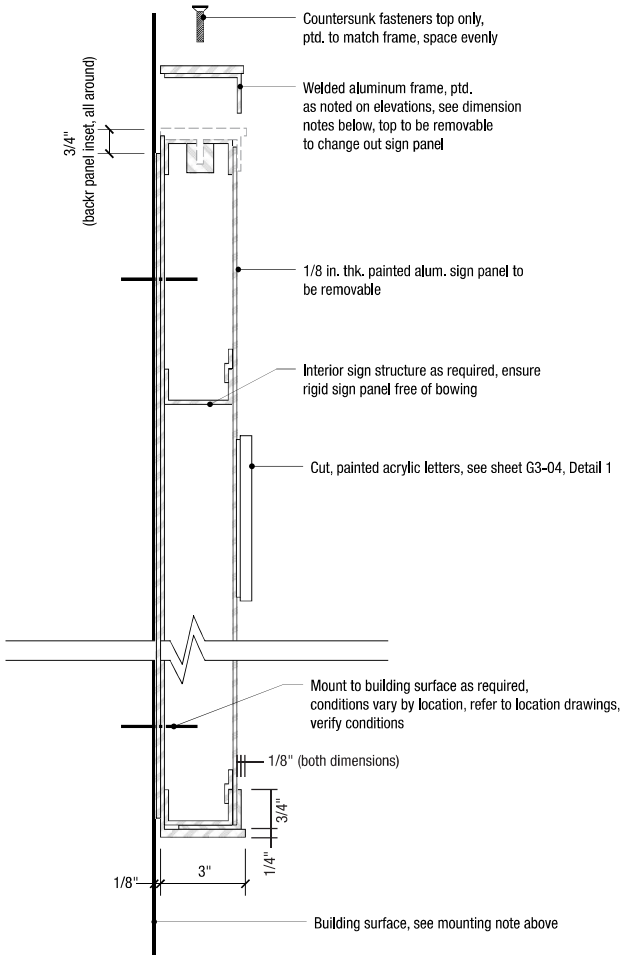
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Project Number: 20219017.00

**Section Details, Types EE1-1, EE1-3, EE2-1, EE2-2, Cut Letters**

Drawn by: JM
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**G3-04**




1 **VERTICAL SECTION**

SCALE: 3"=1'-0"


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**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

Project Number: 20219017.00

**Section Detail, Brand Panel w. Frame**

Drawn by: JM
Checked by: DL

**G3-05**

## SECTION 10 40 00 - SIGNAGE AND GRAPHICS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Sign Message Schedule, Sign Location Plan, Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. The work includes the manufacture and installation of exterior signs.

B. The Sign Contractor shall provide all labor, materials, equipment and services necessary for the fabrication, delivery and installation of signage as described in the detail drawings, including all fasteners, connectors, hardware and support structures, and as needed for a complete and proper installation. The Sign Contractor is responsible for visiting the Project site prior to starting the work and field verifying all existing conditions and dimensions, and shall notify the Designer and Owner immediately of any discrepancies.

C. Refer to the individual site drawings for a complete list of sign types and quantities. Signs listed on drawings should match those indicated on sign location plans. The Sign Contractor shall notify the Designer and Owner immediately of any discrepancies in sign quantities or locations.

1.3 SUBMITTALS

A. The Sign Contractor shall not begin fabrication without approved Shop Drawings, Product Data, and Samples.

B. Limitations on Substitutions:

1. Sign Contractor-requested Substitutions for any materials, products, colors, and components will only be considered for acceptance if the following conditions are met:
   a. Documented Delivery Problem: The Sign Contractor must provide substantial written documentation to support a claim of a delivery problem which is in conflict with the fabrication/installation schedule, including but not limited to copies of correspondence to and from the product manufacturer which demonstrates that a delivery problem exists relative to the timely completion of the work. Delivery problems caused by the Sign Contractor or any subcontractor failure to place orders for materials or items in a timely manner shall not be considered.
   b. Requests for Substitution will NOT be considered during the Bid period. Sign Contractor's bid shall be based on the Drawings and Specifications.
   c. Sign Contractor-requested product substitution will NOT be considered if the Sign Contractor or any subcontractor has delayed executing subcontract labor agreements or scheduling subcontract work from the time of contract award.

C. Substitutions will NOT be considered when indicated on shop drawings or product data submittals without prior approval by Designer.

D. Substitutions will NOT be considered when requested directly by subcontractor or supplier.

E. Additional studies, investigations, submittals, redesign and/or analysis by the Architect/Engineer or Designer caused by the requested substitutions shall be paid by the Sign Contractor at no expense to Owner.

F. Substitute products shall NOT be ordered or installed without written acceptance by Designer or Owner.

G. Requests For Substitution:

1. All Requests For Substitution submitted by the Sign Contractor shall include, for all products, finishes, or materials proposed to be substituted: Complete manufacturer's product specification information; MSDS; catalog information; full range of colors and options available as applicable; and documentation demonstrating that the substitute product is equal to the specified product.
2. Request For Substitution constitutes a representation that the Sign Contractor has investigated the proposed product and has determined that it is equal to or superior in all respects to the specified product.
3. Request For Substitution constitutes a representation that the Sign Contractor will provide the same type of warranty for substitution as for the specified product.
   a. Sign Contractor's warranty shall be in writing guaranteeing all substituted products have same or superior performance as the product specified.
4. Request For Substitution constitutes a representation that the Sign Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
5. The Sign Contractor shall state in writing the reason for the Request For Substitution; e.g., time, price, better quality, etc.

H. Shop Drawings:

1. Shop Drawings shall be submitted in electronic format (PDF).
2. Sign Contractor shall provide complete fabrication and installation drawings for each type and version of sign, and each installation condition, clearly mark drawings with sign type and location, and indicate all dimensions, materials, components, parts, connections, and devices. Field-verified dimensions and conditions shall be included in shop drawings where applicable.
3. Sign Contractor shall provide accurately scaled pattern layouts (in electronic format) for all signs of each type. All letter styles, fonts, and graphic elements shall be faithfully reproduced. Do not re-submit Message Schedule.
4. Sign Contractor shall provide a copy of their stamped and signed Structural Design Drawings and Calculations, for record purposes only.
5. For projects where the sign contractor is subcontracted to a General Contractor, the General Contractor's stamp, initialed or signed, certifying review of submittal, compliance with Contract Documents, and verification of field measurements, shall be affixed to each drawing.

I. Product or Catalog Data:

1. Product or Catalog Data shall be submitted in electronic format (PDF)
2. Submit only pages which are pertinent, or manufacturer's standard drawings modified to delete non-applicable data:

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Project Number: 20219017.00

**Specifications**

Drawn by: JM
Checked by: DL

**G4-01**

Clearly mark the product information or catalog to identify pertinent materials, products, or models.
Clearly mark-the data to identify the sign type or specified material which it references.
Show dimensions and clearances required.

J. Samples:

1. Submit (3) samples of the following items:
   a. Each type exposed metal used, with respective finish (5"x5" min. size).
   b. Each type plastic used, with respective finish (5"x5" min. size).
   c. Each type adhesive vinyl film, including computer-cut designs. Samples shall include actual fonts, glyphs or designs as specified in project. Sample size shall be large enough to clearly depict fonts or patterns.
   d. All specified paint colors and finishes, on actual materials to be provided in project (5"x5" min. size). If paint or finish has an appearance range or variation, provide a range of samples including extreme appearances.
   e. Special letters, numbers, or logo types.
2. Samples of each piece of hardware, that is visible on the exterior all finished signs, are to be submitted for approval.

K. Submittal Review:

1. Designer shall review submittals and return to Sign Contractor for revisions or re-submittals as indicated, within (7) business days of receipt.
2. Designer's review of submittals does not relieve the Sign Contractor of the responsibility to complete all work in accordance with the Contract Documents.

L. Typography

1. Lettering shown on the Contract Documents are intended as guidelines for layouts and type size only, and are based on scale calculations of the message lengths within estimated sign areas. Should conflicts arise in the final message layout, notify the Designer before proceeding. Notations contained within parenthesis () in the message schedule are instructions referencing a name to be supplied by the Owner or other instructions.
2. The Sign Contractor shall be responsible for purchasing all required fonts for the project.
3. All type shall be straight and accurately spaced with correct spelling and punctuation.

M. Artwork

1. All sign final layout artwork will be provided to scale in electronic form (Adobe Illustrator), by the Designer. It is the responsibility of the Sign Contractor to access and translate the digital information correctly.
2. Quality of artwork for finished signage shall be the responsibility of the Sign Contractor. Owner and Designer reserve the right to reject artwork if it fails to meet the standard of quality established.
3. Do not, under any circumstances, use Contract Documents as final art.

## 1.4 ENGINEERING AND FABRICATION METHODS

A. The Sign Contractor is responsible for structural and electrical engineering; structural integrity of signage, sign mountings, and attachments; and fabrication means and methods. Any significant structural or engineering changes in design, materials, fabrication techniques, or details that the Sign Contractor deems necessary to the successful completion of the Project shall be communicated in a timely manner to the Designer and Owner, and shall be subject to the following conditions:

1. Proposed changes solely related to cost issues shall not be considered. The Sign Contractor's bid shall be based on the Drawings and Specifications.

B. Further development and engineering of Designer's details for fabrication and installation is required and shall be shown in the Sign Contractor's shop drawings.

C. Nothing in this section shall be construed as allowing the Sign Contractor to make substitutions of any specified product or finish material without submitting a Request For Substitution and receiving Owner and Designer approval.

## 1.5 QUALITY ASSURANCE

A. The work shall comply with all applicable codes and regulations as enforced by the governing jurisdiction.

B. All signs shall comply with applicable provisions of the Americans with Disabilities Act, ADA Standards for Accessible Design, as revised 2010 (ADA).

1. Lettering and graphics including, but not limited to, copy height, letter stroke, symbols, materials, and finishes shown on the Contract Document are intended as guidelines for compliance. Should conflicts or questions arise, notify the Designer before proceeding.
2. Where braille copy is required, the Sign Contractor is responsible for the coordination of all messages in conjunction with sign schedule. Braille copy shown on Contract Documents is for general size and position only and should not be used for full message.
3. The Sign Contractor shall provide written documentation the braille translation included on the signage has been evaluated by the American Foundation for the Blind and is, in their opinion, correct and compliant with ADA.

C. The work shall comply with the highest relevant industry and trade standards, and standards as indicated in product sections of this specification.

D. Unless otherwise specified, materials and equipment shall be new and of the latest design.

E. Use only personnel thoroughly skilled and experienced with the products and method for fabrication and installation of signage specified.

F. The Owner shall reserve the right to reject any shop drawings, samples or other submittals, as well as any finished product or installation, that cannot meet the standard of quality established. Any such decision will be considered final and not subject to recourse.

G. Materials and hardware not specified, but necessary to the complete functioning of the sign, shall conform to the quality level established.

H. Structural Design and Calculations: It shall be the responsibility of the Sign Contractor to provide complete structural design for signs and signage supports,

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**Exterior Brand & Wayfinding Signage Typical Details & Specifications**

Project Number: 20219017.00

**Specifications**

Drawn by: JM
Checked by: DL

**G4-02**

foundations and attachments as required, and to coordinate with all other work. Design must meet all applicable local, state, and national codes, as well as testing laboratory listings where required. Sign Contractor drawings and calculations shall be prepared, stamped, and signed by a licensed structural engineer in the State of Illinois.

## 1.6 DELIVERY STORAGE & HANDLING

A. Transport, deliver, handle, and store materials and equipment at the job site in such manner as to prevent damage, including damage to finish and damage which might result from the intrusions of foreign matter or moisture from any source.

B. Packaging:

1. Maintain packaged materials in manufacturer's original container with seals unbroken and labels intact until they are incorporated into the Work.
2. Protect finishes on exposed surfaces from damage by application of strippable temporary protective covering prior to shipment.
3. Protect assemblies from injury at the shop, in transit to the job and until erected in place, completed, inspected and accepted.
4. Packaged material shall bear the name of the manufacturer, the product, including brand name, color, stock number, and all other complete identifying information.
5. Packages showing indications of damage that may affect conditions of content are not acceptable.

C. Store all materials and equipment:

1. In accordance with manufacturer's instructions, above grade, and properly protected from weather and construction activities.
2. For any attic stock ordered, package separately or in like groups labeled as to contents. Include installation hardware, adhesives and installation instructions; include a reasonable array of alternate adhesives, fasteners or materials to be able to respond effectively to varying field conditions.

## 1.7 SCHEDULING

A. Within (14) business days of being awarded the contract, the Sign Contractor shall prepare and present to the General Contractor, Owner and Designer a schedule for submittals, reviews, fabrication and installation of the work. The Sign Contractor is responsible for coordinating the schedule of all necessary work with the General Contractor.

## 1.8 MAINTENANCE

A. Maintenance Materials:

1. Touch-up paint: Provide Owner with one 1/2 pint can of touch-up paint of each type and color used in the work.
2. Extra parts: Sign Contractor shall provide a listing of extra stock or parts furnished as part of the Contract.

B. Maintenance Manual:

1. Provide electronic files of all shop drawings, product data, parts lists, nameplate data, warranties, and other information described in this section.
   a. Provide all information in 8-1/2 x 11 or folded 11 x 17 sheets in tabbed and labeled three ring binders.
   b. Provide specific manufacturer's warranty. List each component covered, with day and date warranty begins, date of expiration, and name, address and telephone number of person to contact regarding problems during warranty period.
   c. Provide names, addresses, email addresses, and telephone numbers of Sign Contractor and Sign Installation Contractor.
   d. Compile and maintain a listing of all paint colors with the factory batch number and formulation code for all paints and coatings, including contact information for local representative.
2. Provide each manufacturer's recommendations and instructions for maintenance of all items and materials:
   a. The instructions shall cover cleaning, repair, repainting and maintenance of signs, including data on cleaning solutions or methods of application which should be avoided.

## 1.9 WARRANTIES AND SUBSTANTIAL COMPLETION

A. Provide written warranty signed by the Sign Contractor agreeing to repair or replace products which fail because of faulty materials, workmanship, and design for a minimum period of two years from date of substantial completion, or within parts manufacturer's specified warranty, whichever is greater.

1. Vinyl die-cut letters shall be warranted for five years against delamination from substrate.
2. Paint finishes shall be warranted for seven years against chalking and fading.

B. Failure includes, but is not limited to: Fading, cracking, crazing, warping, peeling, fading, oxidizing, delaminating, rusting, corroding, improper functioning of electrical apparatus other than lamps, loose welds or fasteners, loose joints or panels, and structural failure, including distortion by whatever cause, shall be construed to mean failure because of faulty materials and workmanship.

C. Failures during the warranty period shall be repaired or replaced to the satisfaction of the Owner.

D. Products corrected under warranty shall have a warranty extension of minimum one year from the date of correction in addition to the two-year warranty.

E. Punch List:

1. When the Sign Contractor considers the work to be acceptable to the Owner and Designer and is substantially completed, the Sign Contractor shall notify the Owner and Designer and request a Punch List.
2. When the Designer has observed the work and determined that the work or designated portion thereof is substantially complete, he will prepare and issue the Punch List and letter to the Owner and Sign Contractor indicating the project is substantially complete, or if not substantially complete, describing the portion of the work that is not acceptable.
3. This letter shall establish the date of Substantial Completion and shall fix the schedule in which the Sign Contractor shall complete the items listed in the Punch List.

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Authorized Use:
**Bid**

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**G4-03**

4. Failure by the Designer to include any items on the Punch List does not relieve the Sign Contractor of the responsibility to complete all work in accordance with the Contract Documents.

F. Warranties shall commence on the Date of Substantial Completion of the Work or designated portion thereof.

PART 2 - PRODUCTS

2.1 GENERAL SIGN CONSTRUCTION

A. It is intended that all finished work be of the highest quality to pass eye-level examination and scrutiny by the Designer and Owner.

1. Construct all work to eliminate burrs, dents, cutting edges, and sharp corners.
2. Finish welds on exposed surfaces shall be of the correct type to eliminate distortions of flat surfaces, and to be imperceptible in the finished work. At exposed connections, all flux, oxides, slag, and discolorations shall be removed so that these areas match the finish of adjacent areas. Any damage by welding must be repaired by grinding, polishing or buffing.
3. Except as indicated or directed otherwise, finish all surfaces smooth.
4. Surfaces which are intended to be flat shall be without dents bulges, oil canning, gaps, or other physical deformities.
5. Surfaces which are intended to be curved shall be smoothly free-flowing to required shapes.
6. Except where approved otherwise by Designer, conceal all fasteners.
7. Make access panels tight-fitting, lightproof, and flush with adjacent surfaces.
8. Place all identification labels and U.L. labels to conform to U.L. Codes in a discreet location.
9. Carefully follow manufacturer's recommended fabricating procedures regarding expansion/contraction, fastening, and restraining of acrylic plastic.
10. Exercise care to assure that polished, plated, or finished surfaces are unblemished in the finished work.
11. Isolate dissimilar materials. Exercise particular care to isolate nonferrous metals from ferrous metals.
12. Sign Contractor responsible for coordination of work with other trades.
13. Hangers, brackets and accessories shall be of the type indicated, and of size, material and construction to provide appropriate structural support as calculated by the Sign Contractor. Where such items are not specifically called for, provide hangers, brackets and accessories as required for the proper execution of the work, as approved by the Owner.

2.2 REVERSE CHANNEL LETTER CONSTRUCTION

A. Material: As indicated on drawings.

B. Fabrication: Letters shall be accurately cut, reverse channel construction with polycarbonate panels cut to fit inside the letters on the back. Letter returns shall have a minimal number of overlapped seams placed so that visibility is minimized. Returns shall be spot-welded or riveted to letter front with no exposed welds or rivets on return of letter. All returns shall be straight and perpendicular and follow exact edge of letter back. Letter returns shall be free from oil canning, buckling, dents or other defects.

2.3 CUTTING

A. Push-Through Letters: All "push-thru" or "punch-through" letters are to be through-cut with clean edges. Remove all saw marks and irregularities, chips, etc. provide uniform minimum required space between acrylic infill and sign face material for temperature expansion and contraction. All acrylic infill to be mechanically attached to sign face with blind (no exposed fasteners on sign face) mechanical fasteners designed to allow required movement for expansion and contraction.

2.4 PAINTING AND FINISHING

A. Products:

1. Aliphatic Polyurethane Enamel: Low VOC M.A.P. High Solids Acrylic Polyurethane System, Matthews Paint Co, Pleasant Prairie, WI 53158. (1-800-323-6593) Manufacturer's specification MPC108.
2. Clear topcoat over all painted surfaces: Matthews VOC clear topcoat products, gloss level to be determined by application.
3. Gloss level of finish shall be as indicated on drawings.

B. Application and Finish: Coatings shall be applied by an applicator having facilities, equipment and experience required to apply the finish to manufacturer specifications. All substrates shall be cleaned of any foreign substance such as oil, grease, dirt, etc.

1. Aluminum components to receive painted finish: All faces shall be etched to give an even satin finish and remove oxidation, then conversion coated to improve paint adhesion and inhibit corrosion. Surface shall be belt-sanded for a smooth finish, edges filed and ground then immersed in hot alkaline cleaner to remove contamination.
2. Provide manufacturer's Recommended System as appropriate for specific substrates and applications.
3. An acid-wash prime coat shall be applied per manufacturer's specifications when using raw metal as a substrate.
4. A primer / filler seal coat shall be properly applied to all substrates per manufacturer's specifications.
5. Primer / filler coat shall be sanded smooth before topcoating and coated with a minimum of two applications of acrylic polyurethane in colors as indicated on the drawings. Top coating shall be applied per manufacturer's recommendations to a minimum total dry film thickness of 2.0 mil.
6. All painting shall be free of oxidation, cracking, chipping, or any defect. Sign Contractor shall be required to touch-up or otherwise repair any damage to painted surfaces to the satisfaction of the Designer or Owner.
7. Sign panels shall be predrilled in proper locations before any priming, painting or coating processes.
8. Adhesion: No removal of any finish after 1/16" cross-hatching to base metal,

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impacting to the point of metal rupture, and subjecting to application and quick removal of cellophane tape.

C. Pigmented (Opaque) finishes: Completely cover to provide an opaque, smooth surface of uniform color, appearance, and cover. Cloudiness, spotting, holidays, laps, brush marks, orange peel, runs sags, or other surface imperfections will not be acceptable.

## 2.5 ELECTRICAL

A. Sign Illumination: All illuminated signs and letters shall have an evenly distributed lighted surface. All areas of illumination shall be of equal intensity in all parts of the sign or illuminated letter. Non-illuminated areas of signage shall not have light leaks. All weep holes shall have baffles to prevent light leak.

B. Conform to State Electrical Code, National Electrical Code, and U.L. listings for all materials. Provide wiring and conductors as required by code and specific application. Sign Contractor is responsible for making final connections at all signs. Make provisions for future servicing of all electrical and lighting components.

C. Required disconnect switches shall be provided. Locations shall be inconspicuous and shown on shop drawings for approval by Designer. Use heavy duty, fused or unfused, by General Electric, Square D, or ITE. Provide NEMA 1 for dry locations and proper enclosure for others.

D. LED:

1. Provide all the necessary components required for a complete operational lighting system. Illumination at faces of letters and sign panels to be even and shadow free. System to include all necessary modules, cable & connectors, mounting accessories, and power supplies to achieve a completely operational U.L. rated system.
2. Provide GE Tetra Lighting System or approved equal:

Tetra Mini Max (Small Channel Letters or Sign Panel)
Color Temp: 3,200K | Lumens: 30 lumens /module
Viewing Angle: 150 degrees | Lamp Life: 50,000 hours.
Tetra Max (Medium Channel Letters or Sign Panel)
Color Temp: 3,200K | Lumens: 43 lumens /module
Viewing Angle: 150 degrees | Lamp Life: 50,000 hours.
Tetra Power Max (Large Channel Letters or Sign Panel)
Color Temp: 3,200K | Lumens: 109 lumens /module
Viewing Angle: 125 degrees | Lamp Life: 50,000 hours.
Tetra Power Strip (Single & Double Sided Panel Backlighting Applications)
Color Temp: 4,100K | Lumens: 300 lumens /module – single sided and 600 lumens/module double sided
Viewing Angle: 135 degrees horizontal/140 degrees vertical
Lamp Life: 50,000 hours.

E. Sign Contractor is responsible for verifying available power sources for illuminated signs and providing connection(s) at signs as required.

## 2.6 METAL MATERIALS

A. Aluminum Extrusions:

1. Conform to ASTM B- 221, Alloy 6063-T6. Shapes, sizes and weights of members shall be as required for structural stability. All connections of aluminum members shall be heli-arc welded, continuous fillets, ground smooth on all exposed faces, unless specifically detailed otherwise.
2. Aluminum sign extrusions such as SignComp™ or similar are unacceptable if they alter the design, dimensions, functionality, or add additional joints/ reveals. Prior to incorporating SignComp™ or similar extrusions into the shop drawings, the Sign Contractor shall provide cut sheets showing the extrusion dimensions, note where the extrusion would be used, and provide product data to the Owner and Designer. The Owner and Designer shall reserve the right to reject SignComp™ or similar extrusions that do not conform to the design intent and performance specifications.
3. Finishes as shown on drawings.

B. Aluminum Finishes:

1. Finishes shall be consistent in color and surface appearance throughout the project.
2. Matte finish - clear anodized: AA M12 C22 A41. Except as otherwise indicated or directed by Designer, use this type finish for all exposed aluminum.
3. Matte finish - color anodized: AA M12 C22 A42.
4. Bright finish - clear anodized: AA M21 C31 A41.

C. Aluminum sheet and plate:

1. Type 5052-H-32 alloy aluminum, thickness as indicated on drawings.

D. Stainless steel

1. Type 302 or 304, to meet ASTM A167.
2. Exposed surfaces shall be No. 4 finish, unless otherwise indicated.
3. Unexposed surfaces shall be mill finish.

E. Stainless steel tubing

1. Type 300 Series, to meet ASTM A269 or ASTM A312.
2. Exposed surfaces shall be No. 4 finish unless otherwise indicated.
3. Unexposed surfaces shall be mill finish.

F. Metal thickness: Provide metal thickness indicated on drawings. When metal thickness is not indicated on drawings, provide thickness most appropriate for the fabrication condition to prevent warping or distortion.

1. For sheet steel not indicated, use not less than 20 gauge.
2. For non-ferrous metal not indicated, use not less than 0.063” thickness.

G. Corrosion Protection: Coat concealed surfaces which will be in contact with concrete, stone, masonry, wood, or dissimilar metals, in exterior work, with a heavy or double coat of bituminous paint.

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2.7 PLASTIC MATERIALS

A. Acrylic: Provide cast (not extruded) methylmethacrylate Monomer plastic sheet with a minimum flexural strength of 16,000 psi, when tested in accordance with ATSM D790, minimum allowable continuous service temperature of 180 degrees F.

1. Provide solid sheet, laminated sheet, or cast acrylic in size, thickness, clarity, opacity, texture, and color required for work or specified in Contract Documents.
2. Edges shall be free of saw marks, chips, and to be square to face of material. All edges are to be smooth unless otherwise specified.
3. Transparent Sheet: Where indicated as “Clear” provide colorless sheet with light transmittance of 92%, when tested in accordance with ASTM D 1003, in a non-glare finish unless otherwise indicated. The non-glare finish should not compromise the clarity or resolution of the displayed image.
4. White Translucent Sheet: Where indicated as “White” provide white translucent sheet of density required to provide uniform brightness and minimum halation. Product: Translucent bright white #7328 acrylic.
5. Cement for acrylic plastic: No. 4 cement by Industrial Polychemical Co.

B. Suppliers:

1. Plexiglas: Arkema
800-523-1532
2. lucitelux: Lucite International
800-4- LUCITE
3. Acrylite: Evonik Industries
800-631-5384

C. Polycarbonate: Lexan by General Electric.

1. Provide with scratch and ultra-violet resistant coating.
2. Transparent Sheet: Where indicated as “Clear” provide colorless sheet with light transmittance of 92%, when tested in accordance with ASTM D 1003, in a non-glare finish unless otherwise indicated. The non-glare finish should not compromise the clarity or resolution of the displayed image.

2.8 ADHESIVE VINYL FILM

A. Computer-generated vinyl graphics:

1. Non-reflective: Pressure-sensitive adhesive type, .0035 inch thickness minimum, .006 inch thickness maximum, 3M “Scotchcal” series OR APPROVED EQUAL.
2. Reflective: Pressure sensitive adhesive type, .0065 inch minimum, .0075 inch maximum, 3M “Scotchlite” engineer-grade series OR APPROVED EQUAL.

B. Manufacturer:

1. 3M Commercial Graphics Division,
800-328-3908
2. Avery Dennison
800-282-8379

C. All inks, paints dyes, and other materials used in the process will be compatible and guaranteed against discolorations, deterioration or delamination.

2.9 ADHESIVES

A. Very High Bond (VHB) Tape: Acrylic foam tape, in specific foam, adhesive, color, and release liner type appropriate to the materials, conditions, and substrates to be adhered. Provide products as manufactured by 3M Company, VHB Tape Specialty Tapes, or approved equal. Prepare surfaces and apply VHB tape per manufacturer’s recommendations and within recommended temperature ranges.

B. Liquid adhesive mounting: Use liquid adhesive recommended by manufacturer to attach pin mounted or flush mounted signs to porous or irregular surfaces.

2.10 CONCRETE & STONE

A. Stone per Indiana Limestone, Inc. ® manufacturers criteria, standards, guidelines

B. Cast-in-place concrete shall meet all applicable building code and jurisdictional requirements. Concrete mix and reinforcement shall be designed and specified by the Sign Contractor.

C. Concrete footings are to be poured in place, from thoroughly mixed and agitated concrete in order prevent unreasonable voids. All exposed faces of concrete shall receive a finish to match existing, adjacent surfaces unless otherwise noted or described in the drawings.

D. All brackets, anchor bolts, connectors, base plates or other attachment points for signs shall be set and allowed to fully cure in place before any signage is attached or mounted in any way.

2.11 HARDWARE

A. All hardware at, on and within signs to be stainless steel unless noted otherwise.

B. Every piece and type of hardware used on the entire project, including all sign mounting hardware, is to be thoroughly documented. Information is to include hardware type, dimension, thread sizes, material, strength rating and identification number. ID number example is McMaster Carr catalogue number, or equal.

PART 3 - EXECUTION

3.1 INSPECTION AND OBSERVATION

A. Designer reserves the right to observe work or portions of the work in the Sign Contractor’s fabrication shop before it is shipped to the job site for installation.

B. Sign Contractor shall inspect installation locations for conditions which will

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adversely affect execution, permanence and quality of work, and shall not proceed with installation until unsatisfactory conditions have been corrected.

C. Approval by Designer or Owner of portions of the work, shop drawings, or submittals, prior to the time of final acceptance shall not preclude rejection of delivered items which do not satisfy these specifications.

3.2 PREPARATION

A. Protection:

1. Protect all finished building surfaces, including jambs and soffits of all openings used as passage-ways through which materials and equipment are handled.
2. Provide protection for all finished flooring surfaces in traffic areas before allowing materials and equipment to be moved over those finished surfaces.

B. Surface Preparation:

1. Maintain all finished surfaces clean, un-marred and suitably protected until accepted by the Owner

3.3 INSTALLATION

A. Verify the exact location with the Designer for all signs, which are not exactly dimensioned on the Contract Documents. Sign location plans represent general sign location only. The indicator representing the sign is not to scale, nor does it show exact placement. Field verify all sign locations.

B. Prior to installation, Sign Contractor must examine areas, surfaces and conditions under which work is to be installed. Sign Contractor shall inspect installation locations for conditions which will adversely affect execution, permanence and quality of work and shall not proceed with installation until unsatisfactory conditions have been corrected. Notify the Designer in writing of these conditions.

C. Except as may be indicated otherwise on the Contract Documents, install prefabricated work plumb, level, square, and true to line.

D. Provide anchors and fasteners required to secure work in place. All anchors/ fasteners shall be appropriate for the anchorage condition and be of non-corrosive type. Any signs that require cutting of building surface materials, shall be coordinated with the Owner and General Contractor. The Sign Contractor shall be responsible for repairing and patching the affected areas.

E. Sign Contractor is responsible for coordination of work with other trades as required.

F. Surfaces under adhesive-applied signs shall be smooth, clean, and free of dust, oil, fingerprints, or other foreign matter. All adhesives required shall be used in accordance with the manufacturer's specifications. Signs shall be permanently installed and not removable unless indicated on the Contract Documents. No adhesives which will fade, discolor or delaminate as a result of ultra violet light or heat shall be used.

G. Final adjustment and cleaning:

1. Touch-up all scratched, marred, abraded, or otherwise damaged surface to match original finishes.
2. Clean-up work area after installation has been completed.

3.4 WORKMANSHIP

A. Tradeswork: It is intended that the workmanship be of the highest quality obtainable by the respective trades and crafts experienced in the fabrication of signs, and that all work be done by journeymen, or by tradesmen under the direct supervision of journeymen.

1. "Journeymen" shall be interpreted to mean those craftsmen who have the qualifications and experience to meet the requirements described in the Job Classification and Descriptions for the Electric Sign Industry, as developed by the NESA/TRI-TRADES COMMITTEE.

B. Artisans: It is intended that work of an artistic or specialized nature such as gilding, artistic carving and engraving, artistic painting, when included as part of Contract, be executed by artisans with experience, credentials, and reputation to satisfy the demands of the Designer.

3.5 SITE CLEANUP

A. Clean-up during construction:

1. Execute cleaning to ensure excavation sites, premises, adjacent and public properties are maintained free from accumulation of materials and construction debris.

B. Final Clean-up/Landscaping:

1. All interior and exterior sign surfaces, including light boxes, translucent materials, and internally illuminated signs, shall be cleaned and free of dirt, dust, oil, fingerprints or other foreign matter.
2. Repair, replace, and clean-up surrounding landscaping adjacent to excavated areas. Backfill landscape to grade. Building renovation GC responsible for additional landscaping to match adjacent conditions
3. All evidence of installation work or damages incurred on other surfaces shall be cleaned or repaired prior to completion of work. Protect all work from damage until acceptance by the Owner.
4. Remove protective materials and dispose of properly.
5. Broom clean paved or concrete surfaces. Rake clean other surfaces of excavation site.

**END OF SECTION 10 40 00**

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**Agenda Item No: 14**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** Intergovernmental Agreement (IGA) with Algonquin Township Highway Department for the Resurfacing of Smithana Road

**Staff Recommendation:** Motion to adopt a Resolution authorizing the City Manager to execute the Smithtana Road Intergovernmental Agreement with Algonquin Township Highway Department

**Staff Contact:** Michael P. Magnuson, Director of Public Works and Engineering
Abigail Wilgreen, City Engineer

---

**Background:**
The 2022 Street Resurfacing Program includes the resurfacing of Smithtana Road from Sands Road to Nimco Drive. The section from Sands Road to approximately 1,100 feet southeast of Sands Road is under the jurisdiction of the City while the remaining section to the east is under the jurisdiction of the Alqonquin Township Highway Department (Township).

The entire length of Smithtana Road is in very poor condition and in need of resurfacing. Through discussions, the Township agreed that the road needed resurfacing. They also agreed to pay the City's contractor, Arrow Road Construction, to complete their portion of Smithtana Road. The estimated cost of the Township's portion is approximately $26,000. The exact final cost will be paid by the township. Ownership and maintenance of Smithana Road will remain as-is.

The City's legal counsel has reviewed the intergovernmental agreement and has deemed it acceptable.

**Votes Required to Pass:**
Simple majority

# RESOLUTION

**WHEREAS,** the CITY OF CRYSTAL LAKE has identified the need to have an Annual Street Resurfacing Program to keep the City's roadways in a state of good repair; and

**WHEREAS,** the City entered into a contract with Arrow Road Construction to complete the City's annual resurfacing program on March 1, 2022; and

**WHEREAS,** the Algonquin Township Highway Department has jurisdiction over a portion of Smithtana Road which is scheduled to be resurfaced with the Annual Street Resurfacing Program.

**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 an intergovernmental agreement between the CITY OF CRYSTAL LAKE and the Algonquin Township Highway Department for the exact cost to complete the roadway resurfacing along Smithtana Road within the township limits.

**DATED** this 21st day of June, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 21, 2022
APPROVED: June 21, 2022

Draft

**AGREEMENT**
**BETWEEN THE ALGONQUIN TOWNSHIP ROAD DISTRICT**
**AND THE CITY OF CRYSTAL LAKE**
**FOR IMPROVEMENTS**
**ALONG SMITHTANA ROAD**

**THIS AGREEMENT** entered into the _____ day of _____ A.D. 2022 and between the Algonquin Township Road District (hereinafter referred to as the TOWNSHIP) and the City of Crystal Lake, and Illinois Municipal Corporation, acting by and through its Mayor and City Council (hereinafter referred to as the CITY).

**WITNESSETH**

**WHEREAS,** Smithtana Road is a minor east-west local road, and

**WHEREAS,** that portion of Smithtana Road from Sands Road to approximately 1,100 feet southeast of Sands Road is under the jurisdiction of the CITY (THE "City Section") ; and

**WHEREAS,** that portion of Smithtana Road from approximately 1,100 feet southeast of Sands Road to Nimco Drive is under the jurisdiction of the TOWNSHIP (the "Township Section") and

**WHEREAS,** the City Section of Smithtana Road is within the City's corporate limits and is scheduled to be resurfaced in connection with the City's annual resurfacing program; and,

**WHEREAS,** it is an advantageous time for the Township Section of Smithtana Road to be resurfaced; and,

**WHEREAS,** improvement of the Township Section of Smithtana Road will be of immediate and lasting benefit to the residents of the CITY and the TOWNSHIP, and will be permanent in nature; and

**WHEREAS,** there can be public benefit derived by a cooperative approach between the CITY and the TOWNSHIP to the improvement in terms of efficiency of effort and resources; and

**WHEREAS,** the CITY requested competitive bids for the CITY'S resurfacing program; and

**WHEREAS,** at the request of the TOWNSHIP, the City requested that the bids include resurfacing of the Township Section of Smithtana Road; and

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**WHEREAS,** following competitive bidding, the City has entered into a contract with Arrow Road Construction to complete the City's annual resurfacing program such contract includes the resurfacing of the Township Section of Smithtana Road; and

WHEREAS, the CITY and the TOWNSHIP are authorized to enter into this Agreement pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220) and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the TOWNSHIP and the CITY agree as follows;

1. The CITY agrees to act as Lead Agency for construction and construction engineering in connection with the resurfacing of both the City Section and the Township Section of Smithtana Road.

2. The TOWNSHIP shall be responsible for all costs associated with the construction of the Township Section of Smithtana Road per the bid tab provided by Arrow Road Construction, included as Exhibit A.

3. The CITY shall invoice the TOWNSHIP at the completion of the project for the TOWNSHIP'S share of the actual construction as estimated in Exhibit B. The TOWNSHIP further agrees that it will promptly pay all invoices submitted to it by the CITY in accordance with the provisions of this paragraph.

4. The TOWNSHIP agrees to indemnify, defend, and hold harmless the CITY, its elected officials, its duly appointed officials, agents, employees, and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the CITY arising from the provisions of this agreement.

5. The CITY agrees to indemnify, defend, and hold harmless the TOWNSHIP, its elected officials, its duly appointed officials, agents, employees, and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the TOWNSHIP arising from the provisions of this agreement.

6. It is mutually agreed by and between the parties hereto that nothing contained in this AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of the TOWNSHIP or the TOWNSHIP Engineer to maintain, operate, improve,

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construct, re-construct, repair, build, widen, or expand any TOWNSHIP Highway as best determined and provided by law.

7. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of partners between the parties hereto, or as constituting the CITY (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of the TOWNSHIP for any purpose, or in any manner, whatsoever. The CITY is to be and shall remain independent of the TOWNSHIP with respect to all services performed under THIS AGREEMENT.

8. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.

9. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.

10. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.

11. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.

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12. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto as follows:

ALGONQUIN TOWNSHIP HIGHWAY DEPARTMENT
3702 Northwest Highway
Crystal Lake, IL 60014
Attention: Danijela Sandberg
Algonquin Township Highway Commissioner

CITY OF CRYSTAL LAKE
100 West Woodstock Street
Crystal Lake, Illinois 60014
Attention: Mr. Gary Mayerhofer
City Manager

13. The terms of THIS AGREEMENT will be construed in accordance with the laws of Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

14. Each Person Signing below on behalf on one of the parties hereto agrees, represents, and warrants that he or she has been duly and validly authorized to sign THIS AGREEMENT on behalf of their party.

ATTEST:

_____
Clerk
City of Crystal Lake

CITY OF CRYSTAL LAKE

By: _____
City Manager
City of Crystal Lake

ATTEST:

_____
Clerk
Algonquin Township

ALGONQUIN TOWNSHIP ROAD DISTRICT

By: _____
Highway Commissioner
Algonquin Township

Date: _____

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**2/3/2022 Bid Opening**
**2022 Resurfacing Program, City of Crystal Lake, Illinois**
**Tabulation of Bids**

| | | | | Arrow Road Construction | | Geske & Sons | | Plote Construction | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Unit | Quantity | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost |
| 20201200 | REM & DISP UNS MATL | CY | 1,716 | $ 4.00 | $ 6,864.00 | $ 5.00 | $ 8,580.00 | $20.00 | $ 34,320.00 |
| 21001000 | GEOTECH FAB F/GR STAB | SY | 5,150 | $ 2.25 | $ 11,587.50 | $ 1.00 | $ 5,150.00 | $1.00 | $ 5,150.00 |
| 30300001 | AGG SUBGRADE IMPROVE | CY | 1,715 | $ 1.00 | $ 1,715.00 | $ 20.00 | $ 34,300.00 | $25.00 | $ 42,875.00 |
| X0800006 | PREPARATION OF BSE SP | SY | 51,472 | $ 0.01 | $ 514.72 | $ 0.82 | $ 42,207.04 | $1.40 | $ 72,060.80 |
| X35800300 | AGG BASE REPAIR SPL | TON | 1,544 | $ 17.50 | $ 27,020.00 | $ 14.50 | $ 22,388.00 | $10.00 | $ 15,440.00 |
| LR355205 | BIT MATL PR CT | GAL | 2,810 | $ 9.50 | $ 26,695.00 | $ 0.01 | $ 28.10 | $7.00 | $ 19,670.00 |
| 40600625 | LEV BIND MM N50 | TON | 1,215 | $ 72.90 | $ 88,573.50 | $ 71.90 | $ 87,358.50 | $86.00 | $ 104,490.00 |
| 40603080 | HMA BC IL-19.0 N50 | TON | 7,422 | $ 65.10 | $ 483,172.20 | $ 66.55 | $ 493,934.10 | $64.25 | $ 476,863.50 |
| 40603335 | HMA SC "D" N50 | TON | 5,955 | $ 75.90 | $ 451,984.50 | $ 73.45 | $ 437,394.75 | $74.00 | $ 440,670.00 |
| 40603340 | HMA SC "D" N70 | TON | 930 | $ 84.70 | $ 78,771.00 | $ 74.90 | $ 69,657.00 | $77.00 | $ 71,610.00 |
| 44000157 | HMA SURF REM 2 | SY | 26,600 | $ 1.55 | $ 41,230.00 | $ 2.10 | $ 55,860.00 | $2.40 | $ 63,840.00 |
| X4401198 | HMA SURF REM VAR DP | SY | 51,472 | $ 2.20 | $ 113,238.40 | $ 2.72 | $ 140,003.84 | $2.80 | $ 144,121.60 |
| X4400220 | CURB REM & REPLACEMT | LF | 100 | $ 72.00 | $ 7,200.00 | $ 75.60 | $ 7,560.00 | $70.00 | $ 7,000.00 |
| 44201713 | CL D PATCH T1 6 | SY | 200 | $ 24.15 | $ 4,830.00 | $ 13.50 | $ 2,700.00 | $67.00 | $ 13,400.00 |
| 44201723 | CL D PATCH T4 6 | EA | 200 | $ 19.35 | $ 3,870.00 | $ 13.50 | $ 2,700.00 | $67.00 | $ 13,400.00 |
| X6030310 | FR & LIDS ADJUST SPL | EA | 74 | $ 500.00 | $ 37,000.00 | $ 625.00 | $ 46,250.00 | $685.00 | $ 50,690.00 |
| Z0017700 | DRAIN UTIL STR RECON | EA | 3 | $ 1,800.00 | $ 5,400.00 | $ 1,265.00 | $ 3,795.00 | $1,150.00 | $ 3,450.00 |
| 70102620 | TR CONT & PROT 701501 | LS | 1 | $ 21,050.00 | $ 21,050.00 | $ 21,000.00 | $ 21,000.00 | $20,500.00 | $ 20,500.00 |
| 70102622 | TR CONT & PROT 701501 | LS | 1 | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 | $1.00 | $ 1.00 |
| 70102632 | TR CONT & PROT 701501 | LS | 1 | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 | $1.00 | $ 1.00 |
| 70102635 | TR CONT & PROT 701501 | LS | 1 | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 | $1.00 | $ 1.00 |
| Z0048665 | RR PROT LIABILITY INS | LS | 1 | $ 15,380.62 | $ 15,380.62 | $ 3,000.00 | $ 3,000.00 | $6,000.00 | $ 6,000.00 |
| X0327762 | RAILROAD FLAGGER | LS | 1 | $ 7,875.00 | $ 7,875.00 | $ 3,000.00 | $ 3,000.00 | $1,000.00 | $ 1,000.00 |
| 70300220 | TEMP PVT MK LINE 4 | LF | 14,000 | $ 0.01 | $ 140.00 | $ 0.25 | $ 3,500.00 | $0.65 | $ 9,100.00 |
| 78000100 | THPL PVT MK LTR & SYM | SF | 586 | $ 4.50 | $ 2,637.00 | $ 4.64 | $ 2,719.04 | $4.50 | $ 2,637.00 |
| 78000200 | THPL PVT MK LINE 4 | LF | 25,550 | $ 0.60 | $ 15,330.00 | $ 0.62 | $ 15,841.00 | $0.60 | $ 15,330.00 |
| 78000400 | THPL PVT MK LINE 6 | LF | 1,176 | $ 0.80 | $ 940.80 | $ 0.82 | $ 964.32 | $0.80 | $ 940.80 |
| 78000600 | THPL PVT MK LINE 12 | LF | 2,545 | $ 3.00 | $ 7,635.00 | $ 3.09 | $ 7,864.05 | $3.00 | $ 7,635.00 |
| 78000650 | THPL PVT MK LINE 24 | LF | 431 | $ 4.50 | $ 1,939.50 | $ 4.64 | $ 1,999.84 | $4.50 | $ 1,939.50 |
| | | | | | | | | | |
| | | | | TOTAL | $ 1,462,596.74 | TOTAL | $ 1,519,757.58 | TOTAL | $ 1,644,136.20 |

**2/3/2022 Bid Opening**
**2022 Resurfacing Program, City of Crystal Lake, Ill**
**Tabulation of Bids**

| | | | | Schroeder Asphalt | | Peter Baker & Son | |
|---|---|---|---|---|---|---|---|
| Item No. | Description | Unit | Quantity | Unit Price | Cost | Unit Price | Cost |
| 20201200 | REM & DISP UNS MATL | CY | 1,716 | $32.00 | $ 54,912.00 | $ 67.25 | $ 115,401.00 |
| 21001000 | GEOTECH FAB F/GR STAB | SY | 5,150 | $1.25 | $ 6,437.50 | $ 0.85 | $ 4,377.50 |
| 30300001 | AGG SUBGRADE IMPROVE | CY | 1,715 | $46.00 | $ 78,890.00 | $ 83.75 | $ 143,631.25 |
| X0800006 | PREPARATION OF BSE SP | SY | 51,472 | $0.70 | $ 36,030.40 | $ 1.35 | $ 69,487.20 |
| X35800300 | AGG BASE REPAIR SPL | TON | 1,544 | $23.00 | $ 35,512.00 | $ 21.20 | $ 32,732.80 |
| LR355205 | BIT MATL PR CT | GAL | 2,810 | $0.01 | $ 28.10 | $ 5.00 | $ 14,050.00 |
| 40600625 | LEV BIND MM N50 | TON | 1,215 | $78.50 | $ 95,377.50 | $ 85.80 | $ 104,247.00 |
| 40603080 | HMA BC IL-19.0 N50 | TON | 7,422 | $76.00 | $ 564,072.00 | $ 70.80 | $ 525,477.60 |
| 40603335 | HMA SC "D" N50 | TON | 5,955 | $78.50 | $ 467,467.50 | $ 80.15 | $ 477,293.25 |
| 40603340 | HMA SC "D" N70 | TON | 930 | $81.50 | $ 75,795.00 | $ 80.15 | $ 74,539.50 |
| 44000157 | HMA SURF REM 2 | SY | 26,600 | $1.85 | $ 49,210.00 | $ 3.15 | $ 83,790.00 |
| X4401198 | HMA SURF REM VAR DP | SY | 51,472 | $3.85 | $ 198,167.20 | $ 5.80 | $ 298,537.60 |
| X4400220 | CURB REM & REPLACEMT | LF | 100 | $110.00 | $ 11,000.00 | $ 72.00 | $ 7,200.00 |
| 44201713 | CL D PATCH T1 6 | SY | 200 | $50.00 | $ 10,000.00 | $ 94.40 | $ 18,880.00 |
| 44201723 | CL D PATCH T4 6 | EA | 200 | $48.50 | $ 9,700.00 | $ 68.60 | $ 13,720.00 |
| X6030310 | FR & LIDS ADJUST SPL | EA | 74 | $535.00 | $ 39,590.00 | $ 895.00 | $ 66,230.00 |
| Z0017700 | DRAIN UTIL STR RECON | EA | 3 | $1,900.00 | $ 5,700.00 | $ 2,525.00 | $ 7,575.00 |
| 70102620 | TR CONT & PROT 701501 | LS | 1 | $2,000.00 | $ 2,000.00 | $ 13,240.00 | $ 13,240.00 |
| 70102622 | TR CONT & PROT 701501 | LS | 1 | $18,000.00 | $ 18,000.00 | $ 1.00 | $ 1.00 |
| 70102632 | TR CONT & PROT 701501 | LS | 1 | $1.00 | $ 1.00 | $ 1.00 | $ 1.00 |
| 70102635 | TR CONT & PROT 701501 | LS | 1 | $1.00 | $ 1.00 | $ 1.00 | $ 1.00 |
| Z0048665 | RR PROT LIABILITY INS | LS | 1 | $3,000.00 | $ 3,000.00 | $ 6,725.00 | $ 6,725.00 |
| X0327762 | RAILROAD FLAGGER | LS | 1 | $5,000.00 | $ 5,000.00 | $ 3,000.00 | $ 3,000.00 |
| 70300220 | TEMP PVT MK LINE 4 | LF | 14,000 | $0.60 | $ 8,400.00 | $ 0.10 | $ 1,400.00 |
| 78000100 | THPL PVT MK LTR & SYM | SF | 586 | $5.00 | $ 2,930.00 | $ 5.00 | $ 2,930.00 |
| 78000200 | THPL PVT MK LINE 4 | LF | 25,550 | $0.65 | $ 16,607.50 | $ 0.75 | $ 19,162.50 |
| 78000400 | THPL PVT MK LINE 6 | LF | 1,176 | $0.88 | $ 1,034.88 | $ 1.20 | $ 1,411.20 |
| 78000600 | THPL PVT MK LINE 12 | LF | 2,545 | $3.30 | $ 8,398.50 | $ 2.50 | $ 6,362.50 |
| 78000650 | THPL PVT MK LINE 24 | LF | 431 | $5.00 | $ 2,155.00 | $ 5.00 | $ 2,155.00 |
| | | | | | | | |
| | | | | TOTAL | $ 1,805,417.08 | TOTAL | $ 2,113,558.90 |

EXHIBIT B

TOWNSHIP ESTIMATED COST - SMITHTANA TOWNSHIP SECTION

| Description | Unit | Unit Price | Quantity | Cost |
|---|---|---|---|---|
| Hot Mix Asphalt Surface Course Removal | SY | $2.20 | 1388.3 | $3,054.33 |
| Preparation of Base | SY | $0.01 | 1388.3 | $13.88 |
| Aggregate Base Repair Special | TON | $17.50 | 41.7 | $728.88 |
| Hot Mix Asphalt Binder Course | Ton | $65.10 | 194.4 | $12,652.97 |
| Hot-Mix Asphalt Surface Curse Mix D N50 | Ton | $75.90 | 116.6 | $8,851.25 |
| Thermoplastic Pavement Marking - Line 4 | LF | $0.60 | 1150.0 | $690.00 |
| | | | **Total** | **$25,991.30** |

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**Agenda Item No: 15**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** Intergovernmental Funding Agreement for the Crystal Lake Depot Train Station Lighting Repairs and Upgrades

**Staff Recommendation:** Motion to adopt a Resolution authorizing the City Manager to execute an Intergovernmental Funding Agreement with the Commuter Rail Division of the Regional Transportation Authority (Metra) for the Crystal Lake Depot Train Station Lighting Repairs and Upgrades including grant funding by Metra in the amount of $25,000 to perform the station lighting repairs and upgrades.

**Staff Contact:** Nick Hammonds, Assistant City Manager

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## Background:

The City has been in contact with Metra regarding the repair and upgrade of lighting components at the Crystal Lake Depot Train Station and has requested that Metra address the items needing repair. Under the proposed 2022 Intergovernmental Funding Agreement, Metra will be providing funds for the City to coordinate and perform repairs and upgrades to the lighting at the Depot Station. Since Metra does not have the expertise necessary to make facility lighting repairs, it is common for Metra to repair its facilities through grants to local governments.

The costs for these improvements will be covered by grant funding provided by Metra pursuant to the proposed 2022 IGA. No additional unreimbursed costs will be incurred by the City outside of the grant funding, excluding staff time to coordinate bidding and project oversight. Project oversight will not result in additional staff salary costs.

## Project Scope:

Pursuant to the proposed 2022 IGA, the City has put this project out to bid and will propose a selected contractor in an additional action item for the City Council's approval. Once the City has entered into a contract and the work has been completed, Metra will provide a lump sum payment to reimburse the City for the completed lighting repairs and upgrades The following repair and upgrade work is included in the intergovernmental agreement.

Station Lighting Repairs and Upgrades:

- Retrofit interior and exterior lights with LED lights.
- Repair light fixtures that are no longer working.
- Repair any damaged or deteriorated wiring and sockets.
- Ensure all lighting is up to code.

## Recommendation:

Staff recommends a motion to approve an IGA with Metra for the Crystal Lake Depot Train Station Lighting Repairs and Upgrades and to authorize the City Manager to execute the necessary documents, including an agreement with Metra for the City to perform the lighting repairs and upgrades and be reimbursed by Metra through grant funding as provided in the 2022 IGA. The City's legal counsel has reviewed the IGA and finds it generally acceptable.

## 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 he is hereby authorized and directed to execute an Intergovernmental Funding Agreement with Metra providing for the Lighting Repairs and Upgrades at the Crystal Lake Depot Train Station and accepting grant funding, pursuant to such agreement from Metra, in the amount of $25,000 to perform the Crystal Lake Depot Train Station Lighting Repairs and Upgrades.

DATED this 21st day of June, 2022.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 21, 2022
APPROVED: June 21, 2022

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# INTERGOVERNMENTAL FUNDING AGREEMENT FOR UPGRADING THE LIGHTING AT THE DOWNTOWN CRYSTAL LAKE STATION PROPERTY

**THIS INTERGOVERNMENTAL AGREEMENT** ("**Agreement**") made and entered into this___ day of_____, 20____, by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**") and the City of Crystal Lake, an Illinois municipal corporation ("**Municipality**").

## RECITALS

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local municipalities and school districts may contract among themselves in any manner not prohibited by law or by ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions or authority which may be exercised by a public agency, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

C. Metra has the authority to cooperate with other governmental agencies and desires to contribute grant funds to the Municipality to conduct certain repairs and improvements specifically, replacing forty-five existing lighting fixtures with LED fixtures (the "**Project**") .

D. The Municipality is authorized to cooperate with Metra in the exercise of its powers and agrees to perform, or cause to be performed, the Project at Metra's downtown Crystal Lake Commuter Facility located on the Union Pacific NorthWest Line, in Crystal Lake ("**Premises**").

E. Metra's goal in providing the agreed upon grant funds to the Municipality is to assure its commuter station facility is in a state of good repair.

F. Metra has determined that it is in the best interest of the parties to provide the Municipality the necessary grant funding for the performance of the Project.

## AGREEMENT

**NOW, THEREFORE,** for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, the Parties agree as follows:

**1. THE PROJECT.** The Municipality agrees, subject to the reimbursement provided pursuant to this Agreement, to undertake and complete the Project, approved by

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Metra and more specifically described on the **Exhibit A**, attached to and made a part of this Agreement, ("**Project Scope**").

**2. AMOUNT OF GRANT.** Metra agrees to provide grant funding to the Municipality in an amount not to exceed $25,000.00 ("**Grant**" or "**Grant Funds**"). Metra, at its sole discretion, may agree in writing to increase the amount of the Grant Funding subject to the approval of Metra's Executive Director, but in no event shall the total amount provided by Metra under this Agreement exceed the actual Net Project Cost. Metra is not liable for any amount in excess of the amount of the Grant Funding. The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for Metra's participation.

**3. METRA'S OBLIGATIONS.**

(a) Metra has reviewed and approved of the Project Scope and Cost Estimate.

Metra shall review the proposed list of station property improvements and cost estimate(s) submitted by the Municipality ("**repair Cost Estimate**"). No work on the Project shall begin prior to Metra's approval of the Improvements Cost Estimate. Said approved Improvements Cost Estimate shall become a part of this Agreement as **Exhibit B**.

(b) Metra agrees to pay Municipality the Grant Funds pursuant to the terms and conditions of this Agreement.

(c) Metra reserves the right to inspect the Project at any and all stages of Work, as later defined herein, and the right to audit the funding transaction and use of said funds.

**4. MUNICIPALITY'S OBLIGATIONS.**

(a) Municipality shall be responsible for providing the Project Scope and Cost Estimate for the Project, unless Metra agrees in writing to provide such information. Metra will be under no obligation to pay for any work performed prior to Metra approving the Improvements Cost Estimate.

(b) Municipality shall be responsible for the performance of the Project elements ("**Work**") or causing the Work to be performed in a good and workmanlike manner and in accordance with the Project Scope and this Agreement.

(c) Municipality agrees to comply with all applicable federal laws, state laws and regulations and shall obtain all necessary permits, licenses, consents and other approvals for the performance of the Work.

(d) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the Regional Transportation Authority ("**RTA**"), the Northeast Illinois Regional Commuter Railroad Corporation ("**NIRCRC**") and the Union Pacific Railroad, a Utah corporation ("**UPRR**"), their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons,

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firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with the Project or this Agreement. The indemnities contained in this Section shall survive termination of this Agreement.

(e) Municipality shall permit, and shall require its contractors to permit, Metra or its designated agents to inspect all work, materials, payrolls, and other data, and records with regard to the Project and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project.

**5. JOINT OBLIGATIONS.**

(a) The Parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

(b) Neither Party shall assign this Agreement to any person or entity without the prior written consent of the other Party.

(c) Municipality and Metra agree that this Agreement is for the benefit of the Parties and not for the benefit of any third-party beneficiary. No third party shall have any rights or claims against Metra or the Municipality arising from this Agreement.

(d) The Parties understand that a Railroad flagman may be required whenever Municipality or its contractor is performing the Work on Metra property or other railroad property for the purposes set forth herein, the cost of which will be borne by Metra. In the event it is determined flagging will be required pursuant to a work schedule ("**Schedule**") provided by Municipality, then Metra and Municipality agree to cooperate in scheduling the flagging to facilitate the Project. In the event the Work is being performed on the property of another railroad, but is being funded by Metra, then in that event, the Municipality or its contractor may need to enter into an Entry Agreement with the other railroad, and Metra agrees to provide the Municipality any such additional funding to compensate the Municipality for any costs associated with access to another railroad's property or the flagging required by the other railroad.

**6. NO OBLIGATIONS TO THIRD-PARTIES.** Neither Metra nor any state or federal funding agency shall be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without Metra's specific consent. This limitation shall apply despite the fact that Metra concurred in or approved of the award of any contract, subcontract, or the solicitation thereof. Unless expressly authorized in writing by Metra, the Municipality agrees to

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refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect Metra's interest in any Project Facilities or obligating itself in any manner to any third party with respect to Project Facilities.

**7. CONTRACTOR INDEMNIFICATION AND INSURANCE.**

(a) In all contracts executed by Municipality for the Project and performance of the Work on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, the RTA the NIRCRC, and the UPRR, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Municipality will further require its contractor to obtain any insurance that may be required by Metra and cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, the RTA the NIRCRC, and the UPRR, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

**8. ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality relating to the Project shall be reimbursable to the Municipality under the Project as "Eligible Costs" to the extent they meet the requirements set forth below:

i) Be necessary in order to accomplish the Project; and

ii) Be satisfactorily documented.

(b) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by Metra.

**9. PAYMENT BY METRA.** Metra may pay Municipality the Grant Funds in advance of the Work being performed or may pay Municipality upon submittal of an acceptable invoice to Metra along with any detailed information about the Work that may be required by Metra. In the event Metra has determined that payment to Municipality will be pursuant to a submitted invoice, then in that event, Metra shall process the invoice to verify that such costs are Eligible Costs incurred by Municipality and shall submit payment within 30 days of the date upon which such payment invoice was timely received. Municipality shall submit invoices for actual costs incurred within 45 days after

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completion of the Project. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by Metra of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. Metra will make a final determination as to the allowability only after a final audit of the Project has been conducted.

**10. DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

**11. AUDIT AND INSPECTION.** Municipality shall permit, and shall require its contractors to permit, Metra, the RTA, the NIRCRC, or any other state or federal agency providing grant funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. Metra also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles at Metra's expense. Municipality agrees to promptly comply with recommendations contained in Metra's final audit report. Any audit that may be required by Metra shall be at Metra's sole cost and expense.

**12. RIGHT OF METRA TO TERMINATE.** Upon written notice to Municipality, Metra reserves the right to suspend or terminate all or part of the financial assistance herein provided if Municipality is, or has been, in violation of the terms of this Agreement. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant Funds will not invalidate obligations properly incurred by Municipality and concurred in by Metra prior to the date of termination to the extent they are non-cancellable. The acceptance of a remittance by Metra of any or all Grant Funds previously received by Municipality or the closing out of Metra financial participation in the Project shall not constitute a waiver of any claim which Metra may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by Municipality, Metra shall determine the most appropriate course of action to be taken with respect to the Project.

**13. PROJECT SETTLEMENT AND CLOSE-OUT.** Upon receipt of notice of successful completion of the Project or upon termination by Metra, Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the Metra Grant. If Metra has made payments to Municipality in excess of the Total Project Cost of such Metra Grant or if Metra has advanced funds pursuant to an invoice submitted under Section 12 which exceed the Net Project Cost, Municipality shall promptly remit such excess funds to Metra. Project close-out occurs when Metra notifies Municipality and forwards the final Grant payment or when an appropriate refund of Metra Grant Funds has been received from Municipality and acknowledged by Metra. Grant Funds which have not been dispersed to the Municipality will automatically revert to Metra upon completion of the Project, provided that no outstanding invoices from the Municipality are pending submittal. Close-out shall

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be subject to any continuing obligations imposed on Municipality by this Agreement or contained in the final notification or acknowledgment from Metra.

**14. CONTRACTS AND PROJECT MANAGEMENT.** Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement.

**15. COMPETITIVE BIDDING.** Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be paid for with Grant Funds and Municipality shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition. The award for each such contract shall be made by Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by Metra.

**16. SETTLEMENT OF THIRD-PARTY CONTRACT DISPUTES OR BREACHES.** Metra has a vested interest in the settlement of disputes, defaults, or breaches involving any Metra-assisted third-party contracts. Metra retains a right to a proportionate share, based on the percentage of the Metra share committed to the Project, of any proceeds derived from any third-party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third-party contract. Municipality shall notify Metra of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third-party contract, before making Metra assistance available to support that settlement. If the third-party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless Metra permits otherwise.

**17. SEVERABILITY.** Metra and Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

**18. AMENDMENT.** Metra and Municipality agree that no change or modification to this Agreement or any Exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced, and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Project Budget has been amended to conform thereto.

**19. COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

**20. EXPENDITURE OF GRANT FUNDS.** Municipality agrees that the Grant Funds for this Project must be expended upon approved Project elements within 24 months of execution of the Grant contract. Unless otherwise specified in writing by Metra, all unexpended Grant Funds will automatically revert to Metra upon the expiration of this

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24-month time period. In no event shall the term of this Agreement exceed 36 months from the date first mentioned above.

**21. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between Metra and Municipality and supersedes all prior negotiations and agreements. This Agreement shall be construed in accordance with the internal laws of the State of Illinois. This Agreement may be amended only be written instrument signed by both parties hereto.

**22. NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below, or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Chief of Staff
Phone: (312) 322-6753

(b) Notices to Municipality shall be sent to:

City of Crystal Lake
100 W. Woodstock Drive
Crystal Lake, Illinois 60014
Attn: City Manager
Phone: (815) 459-2020

**23. GENERAL.**

(a) This Agreement and the rights and obligations accruing hereunder are binding upon the Parties and their respective heirs, legal representatives, successors and assigns. No waiver of any obligation or default of Municipality shall be implied from omission by Metra to take any action on account of such obligation or default, and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

(b) Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for

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performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(c) This Agreement shall be governed by the laws of the State of Illinois. This Agreement provides for the development and maintenance of real estate located within the State
of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder shall be governed by the applicable statutory and common law of the State of Illinois.

(d) This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire Agreement between the Parties with respect to the subject matter hereof.

(e) The execution, delivery of, and performance under this Agreement is pursuant to authority, validity and duly conferred upon the Parties and signatories hereto.

**IN WITNESS WHEREOF,** this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

| **CITY OF CRYSTAL LAKE:** | **COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY:** |
|---|---|
| By: _____ | By: _____ |
| Gary Mayerhofer | James M Derwinski |
| City Manager | CEO/Executive Director |

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# Exhibit A

**Scope & Estimate**
**(to be attached when available)**

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**Agenda Item No: 16**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** Bid Award – Crystal Lake Depot Train Station Lighting Repairs and Upgrades

**Staff Recommendation:** Motion to award the bid for the Crystal Lake Depot Train Station Lighting Repairs and Upgrades to the lowest responsive and responsible bidder, Associated Electrical Contractors, LLC and adopt a Resolution authorizing the City Manager to execute a contract with Associated Electrical Contractors, LLC for Crystal Lake Depot Train Station Lighting Repairs and Upgrades in the amounts bid.

**Staff Contact:** Nick Hammonds, Assistant City Manager

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**Background:**

The Crystal Lake Depot Train Station located in Downtown Crystal Lake was refurbished in 2004. The lighting components and fixtures at the station have deteriorated or ceased to function properly over time and are in need of repair. Under a proposed 2022 Intergovernmental Funding Agreement (2022 IGA) between the City of Crystal Lake and Metra, Metra will be providing grant funding, in an amount of up to $25,000, for the City to coordinate and perform repairs and upgrades to the lighting at the Crystal Lake Depot Train Station. The scope of work includes repairs to fixtures, wiring, and sockets, retrofitting existing lights with LED lights, and ensuring all lighting components are up to code.

On June 9, 2022, bids were publicly opened for lighting repairs and upgrades, and the results are as follows:

| Company | Total Bid |
|---|---|
| √Associated Electrical Contractors, LLC | $23,620.00 |

*√ Indicates lowest responsive and responsible bidder.*

Prior to going out to bid, City staff received one quote from Ridgeview Electric in the amount of $29,000 for the work. While only one bidder submitted a price, the bid price is lower than the original cost estimate, and Metra has no concerns with the submitted bid pricing. **The costs for these improvements will be covered by grant funding provided by Metra pursuant to the 2022 IGA.**

## 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, Associated Electrical Contractors, Inc., for the Crystal Lake Depot Train Station lighting repairs and upgrades. The City has contracted with Associated Electrical for various City projects in the past, and Associated Electrical provided satisfactory work.

## 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 he is hereby authorized and directed to execute a contract with Associated Electrical Contractors, LLC for the Lighting Repairs and Upgrades at the Crystal Lake Depot Train Station in the amount of $23,620.

DATED this 21st day of June, 2022.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 21, 2022
APPROVED: June 21, 2022

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**Agenda Item No: 17**

# City Council
# Agenda Supplement

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**Meeting Date:** June 21, 2022

**Item:** **TIF PUBLIC HEARING** – Public Hearing for the proposed Water's Edge Tax Increment Financing (TIF) District

For Discussion Only

**Staff Contact:** Kathryn Cowlin, Director of Community Development

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## Background:

Tax Increment Financing is an economic development tool that allows a municipality to address some of the problems of urban decline. With the reduction in federal and state funding, it provides one of the few mechanisms where a municipality can make a major effort to revitalize older parts of the community. When used effectively, it can create an opportunity to focus on eliminating or preventing blight through private investment, promote economic development and enhance the tax base. It is unparalleled in its ability to advance a municipality's economic development, planning, redevelopment and public improvement goals.

The State's TIF Statute requires that a public hearing be held before the consideration of any proposed TIF district. City staff and the City's consultant from Teska and Associates have worked together to complete an Eligibility Study and Redevelopment Plan for the proposed Water's Edge TIF District.

The project area is loosely described as the former Crystal Court Shopping Center and properties along Liberty Road.

***Joint Review Board Review***

The Joint Review Board (JRB), by Illinois Statute, consists of members of all taxing bodies with the ability to levy taxes on the properties within the TIF area boundaries, as well as a member of the public. On May 18, 2022 the JRB convened, which was attended by representatives of most taxing bodies affected by the proposed TIF District, met on May 18, 2022. After a review of the Eligibility Study and the Redevelopment Plan and Program for the proposed Water's Edge TIF District, the JRB voted unanimously to recommend approval of the TIF District. A summary report from the JRB has been provided.

***Summary Points***

- TIF Districts are put in place for up to 23 years.
- The new TIF District in the City would represent only 0.26% of the City's overall EAV.

- The limited area identified in the proposed TIF District would not develop to the City's vision, or its highest and best use, without the assistance of TIF. The City's 2030 Comprehensive Land Use Plan identified the Crystal Court Shopping Center as a key unique area and an opportunity for a mixed-use development.
- In a collaborative effort to work with School Districts 47 and 155, city staff created an internal process to simplify the school district's procedure to request an annual allocation of TIF increment generated by residential development within the TIF District. This process complies with and follows the Illinois State Statute regarding residential TIF increment and reimbursement to school districts.
- Assuming the public hearing is concluded during the June 21 Council meeting, it is anticipated that the TIF District Redevelopment Plan and Program would be voted on by the City Council at the July 19th, 2022 regular City Council meeting.

**Votes Required to Pass:** Discussion only.

**Northwest Herald**

NORTHWEST HERALD

Publication Name:
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Publication URL:
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Notice Popular Keyword Category:

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Notice Publish Date:
Thursday, June 02, 2022

**Notice Content**

PUBLIC NOTICE 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 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 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. Nick Kachiroubas, City Clerk (Published in Northwest Herald June 2,7,2022)1989228

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**JOINT REVIEW BOARD REPORT AND RECOMMENDATION**
**WATER'S EDGE TIF**

**TO:** The Mayor and City Council, City of Crystal Lake

**FROM:** Joint Review Board for the Proposed Water's Edge TIF District

**DATE:** June14, 2022

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Pursuant to notice duly given, the Joint Review Board for the Proposed Water's Edge TIF District (the "***JRB***") convened on May 18, 2022 at 10:00 a.m. at the City Council Chambers of the Crystal Lake City Hall. This Report summarizes the proceedings and recommendation of the JRB.

**Attendance:**
The following members were present:
City of Crystal Lake – Kathryn Cowlin, Director of Community Development
Crystal Lake Park District – Jason Herbster, Executive Director, and Tina Becke, Superintendent of Business Services
McHenry County – Scott Hartman, Deputy County Administrator
Public Member – Diana Kenney
School District 47 – Cathy Nelson, Assistant Superintendent of Business
School District 155 – Kevin Werner, Chief Officer of Finance and Operations

Also in attendance were: Jodie Hartman, City of Crystal Lake Director of Finance; Lee Brown with Teska Associates; Betsy Gates-Alford, Special Counsel to the City of Crystal Lake; and Donald Kountz from the general public.

**Summary:**
Mr. Brown reviewed what a TIF district is and how it functions. The overall goal is to enhance the tax base for all taxing bodies. Over time with investment in properties, the equalized assessed value (EAV) of the area will increase. At the end of the term of the district, the increased EAV will be available to all taxing bodies.

Mr. Brown provided an overview of the draft TIF Plan and Program and reviewed the criteria to establish a TIF district in the State of Illinois. He noted that the area of the proposed TIF represents a small portion of the overall EAV of the tax base for each taxing body, and establishing the TIF would have a minimal effect on the tax rates of such taxing bodies and extension of their annual levies.

The JRB discussed the draft TIF Plan and Program and asked for minor corrections and clarifications within the report.

JRB members proposed revisions to clarify that new residential development is planned within the TIF, and to identify this as an anticipated impact on taxing bodies, particularly school districts. The members agreed the report needs to be consistent and transparent regarding the possible residential element of the TIF district. JRB members also discussed the use of TIF incremental revenues to make payments to school districts if there is new TIF-supported residential development within the district. It was noted that the TIF Act provides a process and formula for such payments, and that it would be appropriate to coordinate administrative processes for

implementation. JRB members also asked about impact fees, and Ms. Cowlin noted that no changes are proposed to the City's ordinances regarding assessment and collection of impact fees.

There was further discussion of additional minor clarifications and corrections to the TIF Plan, including identifying properties within the proposed TIF that are currently tax exempt in order to increase transparency. The JRB also discussed the report's financial projections for the TIF and redevelopment project costs, whether the TIF could be terminated early, and whether increment would be shared with the Vulcan Lakes TIF District for certain projects. Regarding coordination between the Water's Edge TIF and the existing contiguous Vulcan Lakes TIF, Mr. Brown commented that some property may need to be transferred along the Three Oaks Recreation Area entrance road, and TIF funds could be used as necessary to benefit the area, such as to reconfigure the entry into Three Oaks Recreation Area.

The JRB invited public comment on the TIF Plan and Program. One resident in attendance offered comments. He expressed several concerns about the TIF Plan including its land use and redevelopment goals, TIF financial projections, and discussion of certain blight characteristics.

**Actions and Recommendation:**

Upon a motion, second, and unanimous roll call vote, the JRB recommended approval of the proposed Waters Edge TIF District Plan and Program and the proposed draft Ordinances subject to certain minor changes, including: the addition of property owners to the PIN list, clarification that property which is currently publicly-owned/ tax exempt has a $0 base EAV, clarification that new residential development is anticipated within the TIF District, addition of a note that the TIF District does not modify impact fees, removal of a PIN included in the list in error, and other minor clerical changes to the draft document. This recommendation was approved by unanimous vote of all JRB members present.

Upon a motion, second, and unanimous roll call vote, the JRB authorized the JRB Chair, Ms. Cowlin, to prepare and file the written report and recommendation of the JRB, provided that Ms. Cowlin would circulate a draft to the JRB members and confer with them individually prior to finalizing the report.

This Report reflects the actions and recommendation of the JRB, and the Report has been shared with the JRB members, who have concurred with its presentation to the City Council.

Respectfully submitted,

Kathryn Cowlin,
JRB Chair

FILIPPINI
LAW FIRM

Tel 312.300.6554

Fax 312.324.0668

Filippini Law Firm, LLP
990 Grove Street
Suite 220
Evanston, IL 60201

**Victor P. Filippini, Jr.**
312.300.6549
Victor.Filippini@filippinilawfirm.com

15 June 2022

**TO:** Kathryn Cowlin
Director of Community Development
City of Crystal Lake

**COPY:** Gary Mayerhofer
City Manager

**FROM:** Victor P. Filippini, Jr.

**RE:** Water's Edge TIF Plan and Program/Eligibility Report

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Under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "***TIF Act***"), a municipality can establish a redevelopment project area (a "***TIF District***") and adopt tax increment financing for a TIF District that satisfies the statutory criteria for a "blighted area," 65 ILCS 5/11-74.4-3(a), and for which a redevelopment plan has been prepared to reduce or eliminate those conditions that make the TIF District a "blighted area" (the "***TIF Plan***"). 65 ILCS 5/11-74.4-3(n).

With respect to the proposed Water's Edge TIF District (the "***Proposed TIF District***"), the City has retained Teska Associates, Inc. ("***Teska***") to assess the eligibility of the Proposed TIF District as a "blighted area" as defined in the TIF Act; this assessment in set forth in the "***Eligibility Report***" that Teska has prepared. In addition, Teska has consulted with the City in conceiving and preparing a "Tax Increment Financing Redevelopment Plan & Program for Water's Edge TIF" (the "***Water's Edge TIF Plan***").[1]

Teska is a well-recognized planning firm that has previously assessed many potential and actual TIF Districts in Illinois. Teska has substantial familiarity with the eligibility requirements

[1] A draft of the Water's Edge TIF Plan accompanies this memorandum. The Eligibility Report is incorporated as Appendix A to the Water's Edge TIF Plan. I understand that an updated version is being prepared that will not materially affect the substance of these documents.

of a blighted area under the TIF Act, and the documentation in the Eligibility Report offers ample justification for Teska's conclusion that the Proposed TIF District does in fact qualify as a "blighted area" under the TIF Act. Similarly, Teska's Water's Edge TIF Plan incorporates appropriate guidance for the use of incremental revenue in the Proposed TIF District to serve as a proper TIF Plan under the TIF Act.

Although it is ultimately for the City Council to determine whether to accept Teska's Water's Edge TIF Plan and the findings of Teska's Eligibility Report, it is my opinion that the Eligibility Report and the Water's Edge TIF Plan establish the requisite statutory bases for the City Council to establish the Proposed TIF District, approve the Water's Edge TIF Plan, and adopt tax increment financing for the Proposed TIF.

Please feel free to contact me with any questions.

**CITY OF CRYSTAL LAKE**

**ORDINANCE NO. ___**

**AN ORDINANCE DESIGNATING THE WATER'S EDGE REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

**WHEREAS,** the City of Crystal Lake, Illinois (the "***City***") desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "***Act***") for the proposed Water's Edge Redevelopment Project Area within the municipal boundaries of the City as legally described in Exhibit A and depicted in Exhibit B, attached hereto and made a part hereof (the "***Redevelopment Project Area***"); and

**WHEREAS,** on _____, 2022, the Mayor and City Council of the City (the "***City Council***") adopted Ordinance No.___ approving an Eligibility Study and a Redevelopment Plan and Project (as defined in said Ordinance No.__) for the Redevelopment Project Area (the "***Redevelopment Plan and Project***"); and

**WHEREAS,** the Redevelopment Project Area and the Redevelopment Plan and Project were subject to notice and a public hearing held on June 21, 2022 as required by the Act; and

**WHEREAS,** all findings and certifications set forth in Ordinance No.___ and in the Redevelopment Plan and Project are hereby adopted as the findings and certifications of the City Council as if fully set forth in this Ordinance; and

**WHEREAS,** the City Council has determined that it is now necessary and desirable to designate the Redevelopment Project Area as a redevelopment project area pursuant to the Act;

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

**SECTION 1. Recitals.** The foregoing recitals are incorporated into this Ordinance as findings of the City Council.

**SECTION 2. Designation of the Water's Edge Redevelopment Project Area.** The Redevelopment Project Area, as legally described on Exhibit A and depicted on Exhibit B, is hereby designated as a redevelopment project area, pursuant to Section 4 of the Act and shall hereafter be known as the Water's Edge Redevelopment Project Area.

**SECTION 3. Repealer.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4. Filing of Ordinance.** The City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance to be filed in the Office of the McHenry County Clerk.

**SECTION 5. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED by roll call vote this ___ day of _____, 2022.

AYES:
NAYS:
ABSENT:
ABSTAIN:
APPROVED this ___ day of _____, 2022.

_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Kachiroubas, City Clerk

**EXHIBIT A**

(Legal Description of the Redevelopment Project Area)

**EXHIBIT B**

(Map showing the general street location of the Redevelopment Project Area)

STATE OF ILLINOIS )
) ss
COUNTY OF McHENRY )

**CERTIFICATE**

I, _____, certify that I am the ***[Deputy]*** City Clerk of City of Crystal Lake, Illinois.

I further certify that on _____, 2022, the Corporate Authorities of City of Crystal Lake passed and approved Ordinance No. ___, entitled,

**AN ORDINANCE DESIGNATING THE WATER'S EDGE REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

A true and correct copy of Ordinance No. ___ is attached

Dated at Crystal Lake, Illinois, this __th day of _____, 2022.

_____
***[Deputy]*** City Clerk

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

**FILING CERTIFICATE RE: APPROVAL OF THE WATER'S EDGE REDEVELOPMENT PROJECT AREA**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of McHenry County, Illinois, and as such official I do further certify that on the ____ day of _____ 2022 there was filed in my office a duly certified copy of an ordinance numbered ___, entitled:

**AN ORDINANCE DESIGNATING THE WATER'S EDGE REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

duly adopted by City Council of City of Crystal Lake, McHenry County, Illinois, on the __th day of _____, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____ 2022

_____
County Clerk of McHenry County, Illinois

[SEAL]

**CITY OF CRYSTAL LAKE**

**ORDINANCE NO. ___**

**AN ORDINANCE APPROVING THE REDEVELOPMENT PLAN AND PROGRAM FOR THE WATER'S EDGE TAX INCREMENT FINANCING DISTRICT**

**WHEREAS,** the City of Crystal Lake (the "***City***") desires to implement Tax Increment Financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "***Act***") for the proposed Water's Edge Redevelopment Project Area within the municipal boundaries of the City as legally described in Exhibit A and depicted in Exhibit B, attached hereto and made a part hereof (the "***Redevelopment Project Area***"); and

**WHEREAS,** the City has retained Teska Associates, Inc. ("***Consultant***") to assist the City in analyzing redevelopment strategies for the Redevelopment Project Area and to provide consulting services to support such redevelopment; and

**WHEREAS,** the Consultant's investigation and review of the Redevelopment Project Area indicated that the Redevelopment Project Area is blighted and meets the applicable standards for designation as a tax increment financing ("***TIF***") district under the Act, and to that end the Consultant has prepared a written report regarding the eligibility of the Redevelopment Project area as a TIF district ("***Eligibility Study***"); and

**WHEREAS,** the Consultant also prepared a written report titled "Water's Edge Redevelopment Plan and Program," dated _____, 202__, which sets forth a comprehensive program for the redevelopment of the Redevelopment Project Area, including the public and private development projects and redevelopment project costs intended to reduce or eliminate blight in the Redevelopment Project Area (the "***Redevelopment Plan and Project***"); and

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**WHEREAS,** copies of the Eligibility Study and the Redevelopment Plan and Project were made available for public inspection as required by the Act; and

**WHEREAS,** copies of the Eligibility Study and the Redevelopment Plan and Project were sent to all taxing districts that have taxable property in the proposed Redevelopment Project Area and to the Illinois Department of Commerce and Economic Opportunity; and

**WHEREAS,** notice of the availability of the Eligibility Study and the Redevelopment Plan and Project was sent by regular first-class U.S. mail to all residential addresses located outside the Redevelopment Project Area and within 750 feet of its boundaries and to individuals registered on the interested parties registry for the Redevelopment Project Area, if any; and

**WHEREAS,** pursuant to notice as required by the Act, a Joint Review Board was convened on May 18, 2022; and

**WHEREAS,** at such meeting, the Joint Review Board reviewed the public record, planning documents, and proposed ordinances relating to the Redevelopment Project Area and the Redevelopment Plan and Project, heard comments from members of the public in attendance, and thereafter ***[favorably]*** recommended the designation of the Redevelopment Project Area and adoption of tax increment financing, approval of the Eligibility Study and the Redevelopment Plan and Project, and adoption of proposed ordinances needed to establish the TIF district, as more fully set forth in the written report of the Joint Review Board; and

**WHEREAS,** pursuant to Section 5 of the Act, the City Council (the "***City Council***") held a public hearing June 21, 2022 ("***Public Hearing***") to consider approval of the Redevelopment Plan and Project and designation of the Redevelopment Project Area under the Act; and

**WHEREAS,** due notice with respect to the Public Hearing was given pursuant to the Act; and



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**WHEREAS,** the City Council has reviewed and considered information, documentation, and studies so as to be generally informed about the conditions of the Redevelopment Project Area and the Redevelopment Plan and Project, including: (1) the Redevelopment Plan and Project and the Eligibility Study for the proposed Redevelopment Project Area; (2) the condition of the Redevelopment Project Area and conditions and factors qualifying such Area for designation as a TIF district under the Act; (3) the report and recommendation of the Joint Review Board; and (4) the testimony and comments made at the Public Hearing; and

**WHEREAS,** the City Council has determined that it is in the best interests of the City and its residents to approve the Redevelopment Plan and Project for the Redevelopment Project Area pursuant to Section 4(a) of the Act, as provided in this Ordinance;

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

**SECTION 1. Recitals.** The foregoing recitals are incorporated into this Ordinance as findings of the City Council.

**SECTION 2. Findings of Fact.** The City Council hereby makes the following findings of fact pursuant to Sections 3 and 4(a) of the Act:

A. The City has obtained an Eligibility Report addressing the feasibility of establishing the Redevelopment Project Area as a TIF district under the Act in accordance with the requirements of the Act.

B. The conditions in the Redevelopment Project Area, including those set forth in the Redevelopment Plan and Project and Eligibility Study, establish that the site meets the applicable standards for designation as a TIF District under the Act.

C. The parcels of real property in the Redevelopment Project Area are contiguous, and the Redevelopment Project Area includes only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the Redevelopment Plan and Project.



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D. The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan and Project.

E. The Redevelopment Plan and Project conforms to the Comprehensive Plan for the development of the City as a whole.

F. The Redevelopment Plan and Project establishes an estimated date for final completion of the Redevelopment Plan and Project that is not later than December 31st of the year in which the payment to the municipal treasurer is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which this Ordinance was adopted.

G. The Redevelopment Plan and Project establishes an estimated date for retirement of obligations incurred for redevelopment project costs that is not later than December 31st of the year in which the payment to the municipal treasurer is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which this Ordinance was adopted.

H. The proposed Redevelopment Project Area would not reasonably be developed or redeveloped without the use of tax incremental revenues.

I. The tax incremental revenues will be exclusively utilized for the development of the Redevelopment Project Area and otherwise to the extent allowed by the Act.

J. The City certifies that the Redevelopment Plan and Project for the Redevelopment Project Area will not result in the displacement of residents from 10 or more inhabited residential units.

K. All other findings and certifications set forth in the Redevelopment Plan and Project are hereby adopted as the findings and certifications of the City Council as if fully set forth in this Ordinance.

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**SECTION 3. Approval of the Redevelopment Plan and Project and the Eligibility Report.** The Redevelopment Plan and Project and the Eligibility Report for the Redevelopment Project Area, which were the subject matter of the Public Hearing, are hereby adopted and approved. Copies of the Redevelopment Plan and Project and the Eligibility Report are attached hereto as Exhibit C and, by this reference, made a part of this Ordinance.

**SECTION 4. Partial Invalidity.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**SECTION 5. Repealer.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6. Filing of Ordinance.** The City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance to be filed in the Office of the McHenry County Clerk.

**SECTION 7. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED by roll call vote this ___ day of _____, 2022.

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED this ___ day of _____, 2022.

_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Kachiroubas, City Clerk

DRAFT

**EXHIBIT A**
(Legal Description of the Redevelopment Project Area)

DRAFT

**EXHIBIT B**

(Map showing the general street location of the Redevelopment Project Area)

DRAFT

**EXHIBIT C**

(Redevelopment Plan and Project and Eligibility Report for the Redevelopment Project Area)

DRAFT

STATE OF ILLINOIS )
) ss
COUNTY OF McHENRY )

**CERTIFICATE**

I, _____, certify that I am the ***[Deputy]*** City Clerk of City of Crystal Lake, Illinois.

I further certify that on _____, 2022, the Corporate Authorities of City of Crystal Lake passed and approved Ordinance No. ___, entitled,

**AN ORDINANCE APPROVING THE REDEVELOPMENT PLAN AND PROGRAM FOR THE WATER'S EDGE TAX INCREMENT FINANCING DISTRICT**

A true and correct copy of Ordinance No. ___ is attached

Dated at Crystal Lake, Illinois, this __th day of _____, 2022.

_____
***[Deputy]*** City Clerk

DRAFT

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

**FILING CERTIFICATE RE: APPROVAL OF PLAN AND PROJECT**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of McHenry County, Illinois, and as such official I do further certify that on the ____ day of _____ 2022 there was filed in my office a duly certified copy of an ordinance numbered ___, entitled:

**AN ORDINANCE APPROVING THE REDEVELOPMENT PLAN AND PROGRAM FOR THE WATER'S EDGE TAX INCREMENT FINANCING DISTRICT**

duly adopted by City Council of City of Crystal Lake, McHenry County, Illinois, on the __th day of _____, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____ 2022

_____
County Clerk of McHenry County, Illinois

[SEAL]

DRAFT

**CITY OF CRYSTAL LAKE**

**ORDINANCE NO. ____**

**AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE WATER'S EDGE REDEVELOPMENT PROJECT AREA**

**WHEREAS,** the City of Crystal Lake, Illinois (the "***City***") desires to adopt tax increment allocation financing ("***TIF Financing***") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "***Act***") with respect to the Water's Edge Redevelopment Project Area, legally described in Exhibit A and depicted in Exhibit B, attached hereto and, by this reference, incorporated herein (the "***Redevelopment Project Area***"); and

**WHEREAS,** on _____, 2022, the Mayor and City Council of the City (the "***City Council***") adopted: (i) Ordinance No.___ approving an Eligibility Study and Redevelopment Plan and Project (as defined in said Ordinance No. ____) for the Redevelopment Project Area; and (ii) Ordinance No. ___ designating the Redevelopment Project Area as a redevelopment project area under the Act; and

**WHEREAS,** all findings and certifications set forth in Ordinance Nos. _____ and ____ and in the Redevelopment Plan and Project are hereby adopted as the findings and certifications of the City Council as if fully set forth in this Ordinance, and the City has complied with all conditions required by the Act for the adoption of TIF Financing for the Redevelopment Project Area; and

**WHEREAS,** the City Council has determined that it is now necessary and desirable to adopt TIF Financing for the Redevelopment Project Area pursuant to the Act;

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

**SECTION 1. Recitals.** The foregoing recitals are incorporated into this Ordinance as findings of the City Council.

**SECTION 2. Tax Increment Allocation Financing Approved.** TIF Financing is hereby approved and adopted for the Redevelopment Project Area. The ad valorem taxes arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts, and tax rates determined in the manner provided by Section 9 of the Act each year after the effective date of this Ordinance until the expiration of the Redevelopment Plan and Project for the Redevelopment Project Area, shall be divided as follows:

A. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lesser of either the current equalized assessed value or the initial equalized assessed value of such taxable lot, block, tract, or parcel of real property in the Redevelopment Project Area shall be allocated to and when collected shall be paid to the respective taxing districts in the manner required by law in the absence of the adoption of TIF Financing.

B. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area shall be allocated to and when collected shall be paid to the City in such manner as shall be designated by the City Council. Said funds shall be deposited in a special fund called the Special Tax Allocation Fund for the Water's Edge Redevelopment Project Area, and such taxes shall be used for the purposes of paying redevelopment project costs and obligations pursuant to the Redevelopment Plan and Project for the Redevelopment Project Area as provided in Section 3 of this Ordinance.

C. The County Clerk shall use tax year 2022 for purposes of determining the total initial equalized assessed value of the Redevelopment Project Area and each lot, block, tract, or parcel of real property located therein. A list of the tax parcel identification number for each such lot,

block, tract, or parcel of real property included in the Redevelopment Project Area is attached hereto as **Exhibit C**.

**SECTION 3. Use of Funds.** The City shall obtain and utilize the Special Tax Allocation Fund solely for the payment of all reasonable or necessary costs incurred pursuant to, and any such costs incidental to, the Redevelopment Plan and Project for the Redevelopment Project Area and all municipal obligations financing such costs in accordance with the provisions of the Act and as otherwise allowed by Act and the Redevelopment Plan and Project.

**SECTION 4. Repealer.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5. Filing of Ordinance.** The City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance to be filed in the Office of the McHenry County Clerk.

**SECTION 6. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED by roll call vote this ___ day of _____, 2022.

AYES:
NAYS:
ABSENT:
ABSTAIN:
APPROVED this ___ day of _____, 2022.

_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Kachiroubas, City Clerk

**EXHIBIT A**
(Legal Description of the Redevelopment Project Area)

**EXHIBIT B**

(Map showing the general street location of the Redevelopment Project Area)

## EXHIBIT C

(List of the Tax Parcel Identification Numbers for Parcels in the Redevelopment Project Area)

P.I.N.s in the Redevelopment Project Area:

STATE OF ILLINOIS )
) ss
COUNTY OF McHENRY )

**CERTIFICATE**

I, _____, certify that I am the ***[Deputy]*** City Clerk of City of Crystal Lake, Illinois.

I further certify that on _____, 2022, the Corporate Authorities of City of Crystal Lake passed and approved Ordinance No. ___, entitled,

**AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE WATER'S EDGE REDEVELOPMENT PROJECT AREA**

A true and correct copy of Ordinance No. ___ is attached

Dated at Crystal Lake, Illinois, this __th day of _____, 2022.

_____
***[Deputy]*** City Clerk

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

**FILING CERTIFICATE RE: ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE WATER'S EDGE REDEVELOPMENT PROJECT AREA**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of McHenry County, Illinois, and as such official I do further certify that on the ____ day of _____ 2022 there was filed in my office a duly certified copy of an ordinance numbered ___, entitled:

**AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE WATER'S EDGE REDEVELOPMENT PROJECT AREA**

duly adopted by City Council of City of Crystal Lake, McHenry County, Illinois, on the __th day of _____, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____ 2022

_____
County Clerk of McHenry County, Illinois

[SEAL]

# TAX INCREMENT FINANCING

# REDEVELOPMENT PLAN & PROGRAM

# FOR WATER'S EDGE TIF

Crystal Lake, Illinois

**DRAFT** June 21, 2022

Prepared By:

Teska Associates, Inc.

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## INTRODUCTION

In the mid 1980's, the development of big-box retailing had emerged as the preferred development form bridging between regional malls and traditional central business districts. With continued growth in population, high accessibility corridors, and available sites, Crystal Lake attracted the interest of national retailers and retail developers. In 1988, the Melvin Simon Company developed the Crystal Court shopping center, an L shaped multi-tenant center anchored by three fast growing big box retailers: Cub Foods, Walmart, and Service Merchandise. As was typical of Simon centers, Crystal Court was subdivided so that each of the anchors owned the parking field in front of their store, assuring that they would each have control and maintenance responsibility of 6.5 parking places per 1000 square feet of store area. The center's management retained responsibility only for the building and common areas serving the smaller shops that were located between the anchors.

Crystal Lake continued to grow, both as a community and as a retail destination, and soon newer and bigger boxes began to line Rt. 14. Walmart relocated to a larger facility nearby, leaving their building vacant. Cub Foods went bankrupt and closed, as did Service Merchandise. Lacking the attraction of the anchors and accelerated by the great recession that began in 2007 the remaining shops began to falter and close. By 2012, the City of Crystal Lake had noted serious decay and code violations in and on the vacant Cub and Walmart buildings. The City of Crystal Lake has been pursuing the revitalization of the center, working with a succession of interested retail redevelopers, banks, consultants, and has entertained multiple redevelopment schemes without success. The Cub and Walmart buildings were razed, the property has decayed, and the behavior of retailing and customers has drastically shifted away from the way people shopped when the center was built.

The site is located near the entry into Crystal Lake from the east and south and adjoins a major community resource at the Three Oaks Recreation Area. With thoughtful redevelopment, this site could be transformed from a liability that dampens the strength of the corridor and the City's tax-base into an attractive asset that is enlivens the gateway into the community. Ten years of concerted effort by the City have demonstrated that market economics alone will not drive this redevelopment, and the City has concluded that it is necessary and appropriate to establish a Tax Increment District to support redevelopment of the site.

### Tax Increment Financing

Tax increment financing is permitted in Illinois under the "Tax Increment Allocation Redevelopment Act" (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes, as amended (hereinafter the "Act"). Only areas which meet certain specifications outlined in the Act are *eligible* to use this financing mechanism. Besides describing the redevelopment objectives, this Redevelopment Area Plan and Program report sets forth in general terms the overall program to be undertaken to achieve these objectives.

The Act permits municipalities to improve eligible "conservation" or "blighted" areas in accordance with an adopted Redevelopment Plan over a period not to exceed 23 years. The municipal cost of certain public improvements and programs can be repaid with the revenues generated by increased assessed values of private real estate within a designated project area. This taxing power is only applied to the increase in equalized assessed valuation generated within the designated project area during the limited term of the Redevelopment Plan and Program, principally increased equalized assessed valuation from new private development.

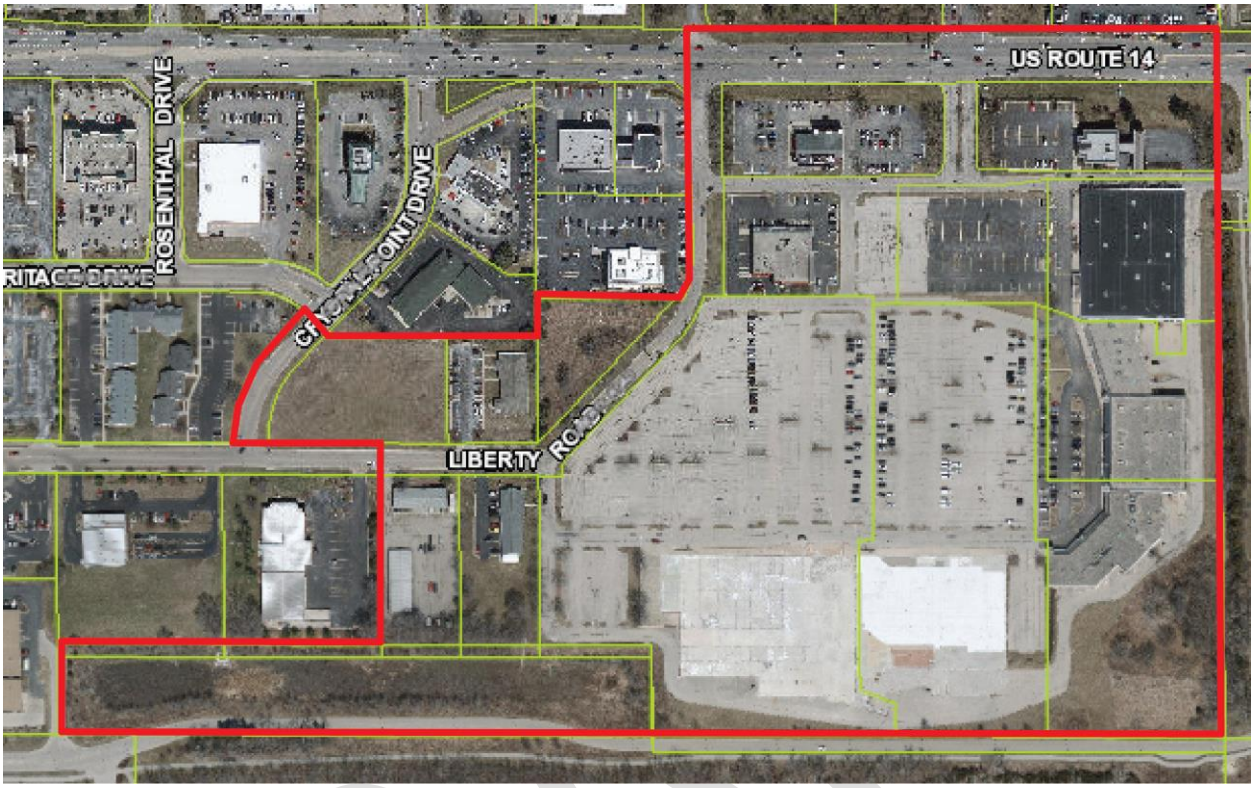



*Figure 1: Project Area Boundary*

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The Act stipulates specific procedures which must be adhered to determining the eligibility of a Redevelopment Project area. A "Redevelopment Project Area" is defined as:

"…an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas" (65 ILCS 5/11-74.4-3(p)).

Section 5/11-74.4-3 defines a "blighted area" as:

"…any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:

(1) If improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; need for environmental remediation; or declining total equalized assessed value."

This report and its appendices summarize the analysis and findings of Teska Associates, Inc., the consultant to the City of Crystal Lake. Teska has prepared this report with the understanding that the City would rely on: (1) the findings and conclusions of this report in proceeding with the designation of the study areas as a "Redevelopment Project Area" under the Act; and (2) the fact that Teska has obtained the necessary information to conclude that the study area can be designated as a "Redevelopment Project Area" in compliance with the Act.

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## PROJECT AREA BOUNDARIES

The Legal Description of the Project Area is as follows:

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 Route 14/Northwest Highway, thence east along the north right-of-way line of 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.

## REDEVELOPMENT PROJECT AREA DESCRIPTION

Determination of eligibility of the Redevelopment Project Area is based on a comparison of data gathered through field observations by Teska Associates, Inc. (Teska), document and archival research, and information obtained from the City of Crystal Lake, the Township Assessor of Algonquin and McHenry County against the eligibility criteria set forth in the Act. The boundaries of the Project Area were carefully established in adherence to the eligibility criteria and include only parcels which would benefit by the Redevelopment Plan and Program. The Project Area generally consists of properties within the boundaries of the Crystal Court Shopping Area, plus several adjoining properties fronting Liberty Road. The exact boundaries are illustrated in "Figure 1: Project Area Boundary". The Project Area includes a total 8 structures on a total of 20 parcels. The Project Area is approximately forty-nine (49) acres, including privately owned roadways but excluding streets and rights-of-way.

Existing Land Uses (see Figure 2) within the Project Area are predominantly commercial, though there are also business and medical office uses, and some yet undeveloped parcels. Adjacent to the Project Area, there are also institutional uses. Office uses are clustered in the south of the Project Area. No residential uses currently exist within the boundary of project area, and no relocation of residents or residential uses is anticipated in the project area.

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*Figure 2: Existing Land Use*




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Summary of the Eligibility of the Project Area TIF District

In January and February of 2021, and with subsequent field observations in August and September of 2021, a study was undertaken, consistent with the Act and related procedural guidelines, to determine the eligibility of the Project Area. These "Eligibility Findings" indicate that the Project Area meets the statutory requirements of a "Blighted Area" and is therefore eligible for designation as a "Tax Increment Finance Redevelopment Project Area."

As detailed in Appendix A, and based on the findings contained herein, the Project Area as a whole qualifies as a 'blighted area' according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following primary characteristics:

- Obsolescence
- Deterioration
- Excessive vacancies
- Deleterious land use or layout
- Decline of Equalized Assessed Value (EAV)
- Presence of Structures Below Minimum Code Standards

Each of these factors contributes significantly to the eligibility of the Project Area as a "blighted area". All these characteristics point towards the need for designation of the Project Area as a "blighted area" to be followed by public intervention in order that redevelopment might occur.

## REDEVELOPMENT PLAN AND PROGRAM

The revitalization of the Project Area presents challenges and opportunities for the City of Crystal Lake. The success of this effort will depend upon cooperation between private investors and local government. Private investment has not driven comprehensive revitalization of the Project Area. The adoption of this Redevelopment Plan and Program will assist with the implementation of the goals and objectives of the Comprehensive Plan, which otherwise could not reasonably be anticipated to occur without the adoption of this Redevelopment Area Plan and Program. Through public investment, the area will become attractive to private investment.

The Act describes a Redevelopment Plan as:

"*… the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the redevelopment project area as a blighted area or conservation area ..., and thereby serves to enhance the tax bases of the taxing districts which extend into the redevelopment project area*."

The successful implementation of the Project Area Plan and Program requires that the City take full advantage of the real estate tax increment attributed to the Project Area as provided for by the Act. **The Project Area would not reasonably be redeveloped without the use of such incremental revenues.**

Purpose of the Redevelopment Plan

Pursuant to the "Tax Increment Allocation Redevelopment Act" (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes as amended (hereinafter the "Act"), the purpose of a Redevelopment Plan and Program is to promote the health, safety, morals, and welfare of the general public by:

- Alleviating adverse conditions by encouraging private investment of underutilized and vacant properties which will strengthen the economy, tax base, business environment, and living environment;
- Improving existing public utilities and infrastructure within the area; and
- Enhancing the overall quality of the business environment in the City of Crystal Lake.

Redevelopment Plan Goals & Objectives

The aim of the Redevelopment Plan is the revitalization of the Project Area as an attractive, regionally significant mixed-use district which will contribute to the health and vitality of the City of Crystal Lake. The goals and objectives of the Redevelopment Plan are both those articulated in the Illinois Tax Allocation Redevelopment Act, and those stated in the City of Crystal Lake Comprehensive Plan. The goals and objectives outlined in these plans which relate to this Redevelopment Plan are summarized below:

The City of Crystal Lake most recently updated their Comprehensive Plan in 2012. The Plan anticipated an ongoing period of uncertainty with regards to the future of retail which would have an impact for the Crystal Lake community given its position as a regional commercial destination. Crystal Court shopping center had already lost its anchor tenants and had begun leasing to non-retail tenants at the writing of the plan.

The land use goal recognized the need to maximize property values in Crystal Lake by maintaining compatible and efficient land use patterns while providing ample opportunities for living, working, shopping, and recreation in Crystal Lake. The goal for commercial uses, to preserve and enhance the City's regional significance as a retail center and provide residents with easy access to neighborhood shopping opportunities, remains today. Objectives relate to ensuring that new development is consistent with the Comprehensive Plan, that there is a focus on infill development, and that circulation (vehicular and pedestrian) to and within sites is a high priority.

Future Land Use Plan

The recommended land uses and public improvements of this Redevelopment Plan are consistent with the guidelines and development opportunities presented in the City of Crystal Lake 2012 Comprehensive Plan.

The intent of the Future Land Use Plan is to provide a long-range guide for determining the uses to which the land should eventually be put, and to direct subsequent zoning and capital improvements as redevelopment occurs within the Project Area. The Plan identifies reuse of the property as a way of planning for their future redevelopment if a property owner pursues a development project or an existing business vacates a property.

Predominantly Commercial Mixed Use

The Crystal Lake Comprehensive Plan remains the guiding policy for development of the property. It recognizes the Rt. 14 corridor as a primary commercial area serving both the needs for local goods and services, as well as a regional destination for food, entertainment and employment. The City recognizes that the exceptional depth and the topography of the site contributed to the failure of retailing, and looks to future development to counter this liability with uses on the southern portion of the site that take advantage of the adjacency to the Three Oaks Recreation Area as an amenity. As such, although the

creation of a unique and active pedestrian retail and entertainment area on the portion of the property closest to Rt. 14 is a priority, the potential for residential uses on the southern portion of the site is a likely and compatible contributor to foot traffic for the commercial north. Commercial uses are likely to include a variety of retail, restaurant and services businesses appropriate for a commercial center located along commercial corridors.* One objective of the plan and program will be to increase the proportion of businesses within the commercial area which generate sales taxes.

** Parking and open space uses associated with any of the above categories are permitted.*

*Figure 3: Future Land Uses*




**Future Land Use Plan**

The Redevelopment Plan shall serve as a guideline for the Project Area but is not meant to establish specific regulatory requirements. Adjustments may be made in response to market conditions and other key factors as long as they remain faithful to the City's overall goals and objectives for the Project Area and the City of Crystal Lake in general. Therefore, this Redevelopment Plan is consistent with the City's Comprehensive Plan and is intended to be a key vehicle for implementing the plan.

As indicated by Figure 3, the Project Area parcels are anticipated to be redeveloped for a mixed-use with commercial retail and entertainment uses on the northern portion of the site and residential uses on the southern portion of the site.

The Redevelopment Plan anticipates activities to be undertaken by the public sector, which are identified in the Estimated Project Costs section of this report (page 16). All of the redevelopment opportunities and public improvements should be conducted with the guidance of the City's Comprehensive Plan.

Undertaking these redevelopment activities will generate increased tax revenues, strengthen commercial uses, create mixed-use commercial opportunities, upgrade public improvements such as roadways, parking areas, sidewalks, etc., and provide a stimulus for additional development in surrounding areas. Through these improvements, the character and economic viability of the Project Area and the City of Crystal Lake will be improved over time.

Given the adjacency of the Three Oaks Recreation Area, to which access is provided on City owned property adjoining the subject property along its east property line, and given the desirability for access to and from the Recreation Area to take advantage of a traffic light and controlled intersection with Rt. 14, it may be appropriate and necessary for the redevelopment of the Crystal Court site to accommodate a modification to the access to Three Oaks Recreation Area. Furthermore, improvements to access, visibility, activities and functions on the Three Oaks Recreation Area site will directly benefit the marketability and sustainability of the redevelopment of the Crystal Court site. It is likely, therefore, that the City will transfer a portion of its property to the redeveloper, and further to use TIF revenues to support and fund on-site and adjoining site public improvements.

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Eligible Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project, as allowed by Statute. Such costs may include, without limitation, the following:

*Costs of studies, surveys, development plans, specifications, and administrative expenses*

Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected.

*Property Assembly Costs*

Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.

To meet the development objectives of this Water's Edge Redevelopment Plan, the City may determine it necessary to acquire properties within the Project Area. The City may elect to do so during the lifetime of the TIF through a direct market transaction, and, under exceptional circumstances, the City Council may choose to exercise its power of eminent domain, including appropriate and just compensation for property acquisition. It is not the intent of the City to acquire through eminent domain, or to acquire specific properties at this time. However, a determination by the City to acquire properties may be made without further amendment to this Plan.

Property, which may be acquired by the City, may be assembled into appropriate development or rehabilitation sites. These properties may be sold or leased by the City to other public bodies or to private developers, in whole or in part. Terms of conveyance may be incorporated into appropriate disposition documents or agreements and may include more specific restrictions than contained in this Redevelopment Plan or in other municipal codes and ordinances governing the use of the land. The City reserves the right to sell or lease any property acquired within the Project Area during the 23-year duration of the TIF District. Any future modifications to the stated disposition actions of this Plan will be in accordance with the objectives of this Redevelopment Plan and Program and will not require any amendment to the Plan.

No conveyance, lease, mortgage, disposition of land or other property aquired with incremental revenue, or agreement relating to the development of such property will be made except upon the adoption of an ordinance by the City. Furthermore, no conveyance, lease, mortgage, or other disposition of land or agreement relating to the development of such property shall be made without providing reasonable opportunity for the submission of alternative proposals or bids.

*Rehabilitation*

Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building, if pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification. The TIF district may support rehabilitation or reconstruction of buildings or outlot buildings in an effort to eliminate obsolescent or deteriorating commercial spaces or facilities.

*Public Works*

Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building.

Public improvements in the form of underground infrastructure, roadways, lighting, traffic lighting, and storm water facilities which directly serve the uses within the project area are anticipated to be constructed on public rights-of-way, public property, or within permanent public easements. Such improvements may be necessary to attract and support specific private reinvestment in buildings and uses and will be authorized by the City in phases and in locations supporting such specific private reinvestment.

*Financing costs*

Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto. In an effort to induce private reinvestment, the City may issue promissory notes, may borrow funds or make loans to the TIF Fund in advance of the return of such funds from incremental revenues.

*Taxing District Capital Costs*

To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project.

*Residential Impact Costs*

If property within the District are redeveloped for residential uses consistent with the Plan and Program, and such redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment

revenue is received as a result of the assisted housing units, and such housing units generate school age children attending public schools, the TIF district will reimburse the school district and the library district for increased costs in accordance with the limitation set forth in the Act.

*Developer Interest Costs*

Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, not exceeding the limits set forth in the Act.

Phasing of Project

Redevelopment projects anticipated in this Plan may commence immediately, though some will likely occur over a longer period. All projects are anticipated to be completed within the 23-year life of the TIF District. The City may undertake additional public improvements or development projects within the redevelopment area or on adjoining TIF district redevelopment sites as appropriate throughout the life of the Redevelopment Plan and Program. Internal and external building remodeling, additions, rehabilitations, reuse and other activities on individual properties will also occur throughout the life of the TIF District.

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Estimated Project Costs

Eligible public project costs are listed in Table 1. These costs are based on 2022 dollars and are therefore subject to inflation. Increases in estimated Total Redevelopment Project Costs of more than five percent (5%), after adjustment for inflation from the date of the Redevelopment Plan adoption, are subject to amendment procedures as provided under the Act.

*Table 1: Estimated Redevelopment Project Costs*

| **Category** | **Cost** |
|---|---|
| Costs of Studies, Surveys, Development Plans, Implementation and administration of the Redevelopment Plan | |
| Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation, and Site Improvements | |
| Rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings and fixtures | |
| Financing Costs | |
| Taxing District Capital Costs and Residential Impact Costs (1) | |
| Developer Interest Costs, taxing districts eligible reimbursement and capital costs | |
| Total Estimated Project Costs (2) | $30,000,000 |

(1) *Public improvements may also include capital costs of taxing districts and other costs allowable under the Act. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the City or other public entities. As provided in the Act, Redevelopment Project Costs may include, to the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.*

(2) *Actual costs for each category identified above may vary provided that the total estimated project costs may not be exceeded without amendment to this Redevelopment Plan.*

Sources of Funds

The Act provides a method for municipalities to finance public development costs with incremental real estate tax revenues. Incremental tax revenues are derived from the increase in the current equalized assessed valuation (EAV) of real property within the Project Area over and above the certified initial EAV of the real property. Any increase in EAV is then multiplied by the current tax rate, resulting in the tax increment revenue.

Real property tax increment revenues from the Project Areas as well as any proceeds from the issuance of bonds, notes or other financial instruments are available to pay redevelopment project costs. Funds to

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pay redevelopment project costs may also be derived from other sources that may be approved by the City Council, including, but are not limited to, the following:

1. Tax revenues resulting from any Special Service Area districts or Business Districts within the Project Area;
2. Interest earned on temporary investments;
3. Gifts, grants, and contributions;
4. Sale or lease of land proceeds;
5. User fees;
6. Transfer from a contiguous redevelopment project area created under the Act;

Impact fees collected on behalf of the Park District, School Districts, or other agencies as a result of development within the Project Area will not be diverted or pledged to the special tax allocation fund.

The principal source of funds to undertake redevelopment activities will be the incremental increase in real property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the Project Area over the initial equalized assessed value of each such lot, block, tract or parcel. There may also be other eligible local sources of revenue, such as the sale or lease of City owned property, that the City determines are appropriate to allocate to the payment of redevelopment project costs.

The City may utilize net incremental property taxes received from the Project Area to pay eligible Redevelopment Project Costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs with the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in the Plan.

<u>Nature & Term of Obligations to be Issued</u>

The financial plan of this Redevelopment Plan is intended to establish a conservative public expenditure approach. Revenues will be accumulated in the special tax allocation fund to pay for public purpose expenditures identified in this Redevelopment Plan, and whenever practical, expenditures will be made on a cash basis. This method of financing shall not preclude the City from undertaking initiatives designed to stimulate appropriate private investment in the Project Area.

Certain redevelopment projects may be of a certain scale or on a certain timetable as to preclude financing on a cash basis. These projects may be funded using tax increment revenue obligations issued pursuant to the Act for a term not to exceed December 31st of the year after the 23rd year. Consistent with the conservative nature of the financial plan for this Redevelopment Plan, the highest priority for the issuance of tax increment revenue obligations shall occur when the commitment is in place for private sector investment necessary to fund the amortization of such obligations.

All obligations are to be covered after issuance by projected and actual tax increment revenues and by such debt service reserved and sinking funds as may be provided by ordinance. Revenues not required for the retirement of obligations providing for reserves, sinking funds, and anticipated redevelopment project costs may be declared surplus and become available for distribution annually to the taxing districts in the Project Area.

One or more issues of obligations may be sold at one or more times in order to implement this Plan, as now or hereafter amended, in accordance with law.

The City may, by ordinance, in addition to obligations secured by the special tax allocation fund provided by law, pledge for a period not greater than the term of the obligations any part or any combination of the following:

1. Net revenues of all or part of a redevelopment project;
2. Taxes levied and collected on any or all property in the municipality;
3. The full faith and credit of the municipality;
4. A mortgage on part or all of the redevelopment projects; or
5. Any other taxes or anticipated receipts that the municipality may lawfully pledge.

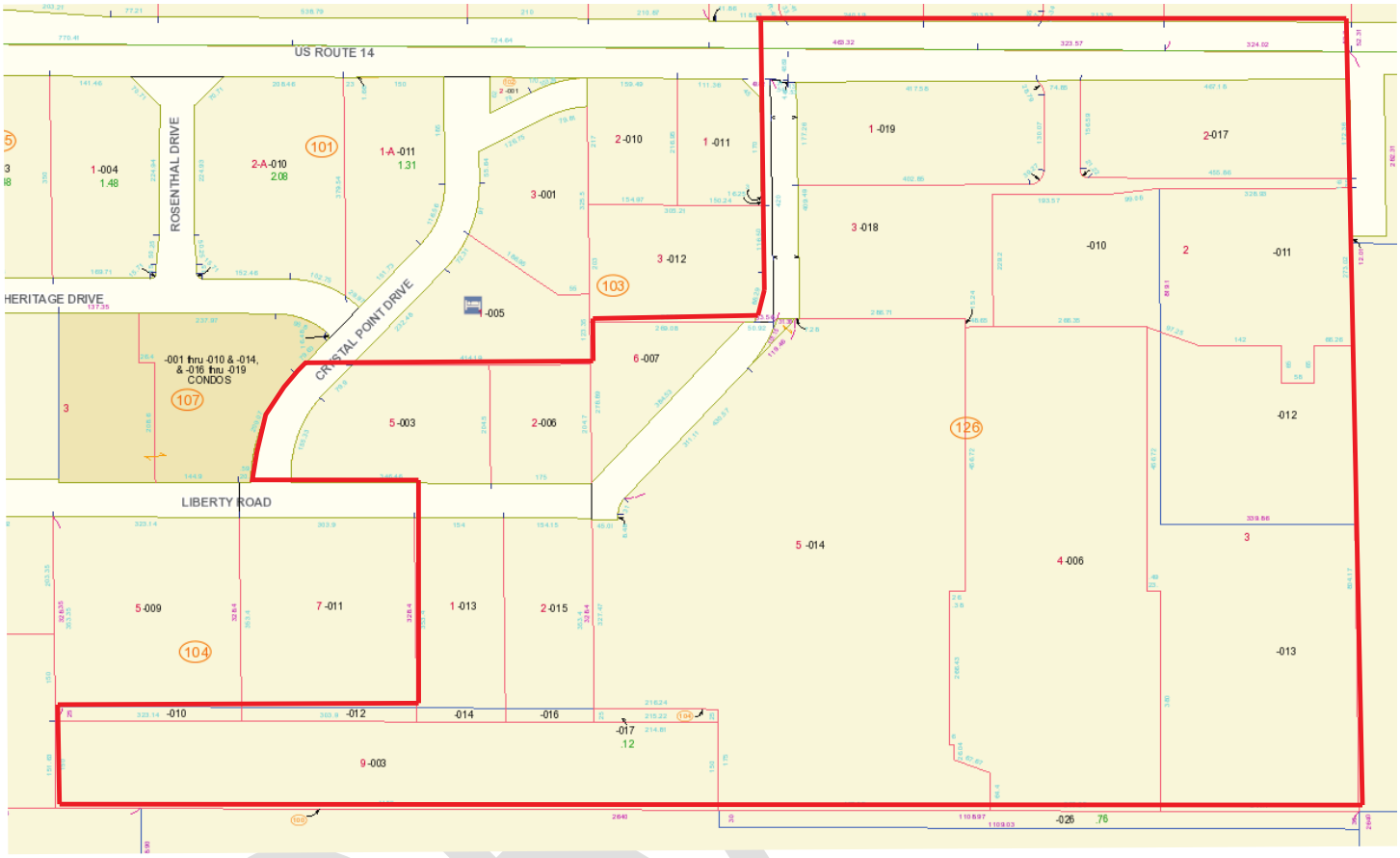
2020 Equalized Assessed Valuation

Table 2 lists the equalized assessed valuation of properties in the Project Area. The total 2021 equalized assessed valuation (most recently available EAV) of the Project Area is **$3,333,192**

*Table 2: Equalized Assessed Value*

| PIN | 2021 EAV | Owner |
|---|---|---|
| 19-09-103-003 | $ 133,030 | Akshar Motel Inc |
| 19-09-103-006 | $ 242,548 | MZA ENT LLC |
| 19-09-103-007 | $ 1,177 | CL Urban LLC |
| 19-09-104-003 | $ - | City of Crystal Lake |
| 19-09-104-010 | $ - | City of Crystal Lake |
| 19-09-104-012 | $ - | City of Crystal Lake |
| 19-09-104-013 | $ 198,701 | 261 Liberty RD LLC |
| 19-09-104-014 | $ - | City of Crystal Lake |
| 19-09-104-015 | $ 242,507 | Calypso Ventures, LLC |
| 19-09-104-016 | $ - | City of Crystal Lake |
| 19-09-104-017 | $ - | City of Crystal Lake |
| 19-09-126-006 | $ 214,395 | CL Urban LLC |
| 19-09-126-010 | $ 29,651 | CL Party City LLC |
| 19-09-126-011 | $ 220,456 | CL Party City LLC |
| 19-09-126-012 | $ 431,893 | CL Urban LLC |
| 19-09-126-013 | $ 310,907 | CL Urban LLC |
| 19-09-126-014 | $ 240,447 | CL Urban LLC |
| 19-09-126-017 | $ 489,680 | 5545 Lake LLC |
| 19-09-126-018 | $ 302,483 | CL Urban LLC |
| 19-09-126-019 | $ 275,317 | CL Seven LLC |
| TOTAL EAV | **$ 3,333,192** | |

*Figure 3: Parcel Identifiers*




Anticipated Equalized Assessed Valuation

Upon the completion of the development projects, it is estimated that the Project Area will have a market value in excess of $90,000,000, which will yield an equalized assessed valuation of real property within the Project Area will be in excess of **$30,000,000** (2022 dollars), this represents an approximate **800%** increase in the total equalized assessed valuation. This figure is based upon estimates of value of new development projects that are anticipated.

Payment in Lieu of Taxes

No payments in lieu of taxes are anticipated as part of the Redevelopment Plan and Program.

Provisions for Amending the Redevelopment Plan & Program

The Redevelopment Plan and Program may be amended pursuant to provisions of the Act.

## FINANCIAL IMPACT OF REDEVELOPMENT

Without the adoption of the Redevelopment Plan and Program, the Project Area is not reasonably expected to see an increase in EAV or be appropriately redeveloped by private enterprise. In the absence of financial assistance and public improvements provided by the City, there is a prospect that the economic condition of the Project Area will continue to decline and spread beyond the Project Area. Given the anchoring nature of the commercial center at the heart of the Project Area, continual decline will distract from the potential for new development and occupation in existing buildings and sites, which would lead to higher vacancies, lower assessed values and further diminished sales tax receipts. The continued erosion of the assessed valuation of property in and outside of the Project Area will lead to a reduction of real estate tax revenue to all taxing districts.

Implementation of the Redevelopment Plan is expected to have short-term and long-term positive financial impacts on all the taxing districts affected by this Redevelopment Plan. In the short term, the City's effective use of tax increment financing can be expected to stabilize existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long-term, after the completion of all redevelopment improvements and activities, the completion of redevelopment projects and the payment of all redevelopment project costs and municipal obligations, the taxing districts will benefit from any enhanced tax base which results from the increase in equalized assessed valuation generated as a result of financial incentives proposed in this Redevelopment Plan.

It is anticipated that the implementation of this Redevelopment Plan and Project will have a minimal financial impact on most of the affected taxing districts. In fact, the action taken by the City to stabilize and encourage growth of its tax base through the implementation of this Redevelopment Plan and Project will have a positive impact on the affected taxing districts by addressing Project Area vacancies and the lag in growth (as compared to the remainder of the City). To the extent that such development does occur, and school age children result from new community arrivals, the elementary and high school taxing districts could potentially be affected. The City will follow the guidelines provided by the Act to compensate the districts at levels dictated by the precise increase in net new students pursuant to the Act.

Additionally, should the City achieve success in attracting private investment which does result in the demonstrated need for increased services from any other taxing district, the City would consider declaring sufficient TIF related surpluses, which funds are neither expended or obligated for redevelopment activities, as provided by the Act, to assist such taxing districts in paying the costs for any increased services. Any surplus Special Tax Allocation Funds, to the extent any surplus exists, will be proportionately shared, based on the appropriate tax rates for a given year, with the various taxing districts, including the City. This will occur only after all TIF eligible costs to satisfy any financial obligations that have incurred or expended by the City have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the City as provided by the Act. The exception to this provision will be to the extent that the City utilizes TIF funding to assist in the redevelopment of residential units. In such cases the City will provide for the cost incurred by eligible school districts in the manner prescribed by 65 ILCS Section 5/11-74.4.3(q)(7.5) of the Act.

The following taxing districts cover the Project Area:

- McHenry County
- McHenry County Conservation District
- Community College of McHenry District 528
- Algonquin Township
- Algonquin Township Road and Bridge
- Consolidated School District #47
- High School District #155
- City of Crystal Lake
- Crystal Lake Park District
- Crystal Lake Library District
- Crystal Lake Fire Protection

The Project Area's proportion of total EAV of each such taxing district is set forth in Table 3 below

*Impact on McHenry County*

McHenry County provides a variety of services, principally the County government system, health, senior and administrative services, and flooding mitigation activities. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by the County. Due to the small size of the Project Area in relation to the overall County, services provided to residents will likely not be affected, and the impact is anticipated to be minimal. No specific program is set forth in this Redevelopment Plan.

*Impact on Community College of McHenry District 528*

Community College of McHenry District 528 provides education and training services to residents of McHenry County, Illinois. The replacement of underutilized property with new development and redevelopment may cause a minimal increased demand for the services and programs provided by Community College of McHenry District 528, including training programs to serve new businesses and educational services for new residents. However, the impact is anticipated to be insignificant given the relatively small size of the Project Area in proportion to the size of the community college district. Therefore, no specific program is set forth in this Redevelopment Plan.

*Impact on Algonquin Township*

Algonquin Township provides a variety of services, including road maintenance and property assessments. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by Algonquin Township, although the impact is not anticipated to be significant. Roads within the Project Area are either private property or are controlled by either the City of Crystal Lake or McHenry County. No specific program is set forth in this Redevelopment Plan.

*Impact on Conservation District of McHenry County*

The Conservation District of McHenry County operates and maintains forest preserves and educational programs throughout the County. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by the County resulting from an increase in employees. Due to the small size of the Project Area in relation to the County at large, services provided to residents will likely not be affected, and the impact is anticipated to be minimal. No program is set forth in this Redevelopment Plan.

*Impact on Consolidated School District #47*

New residential development is anticipated to be part of the mix of uses developed within the Project Area. To address the potential impact on Consolidated School District #47, the TIF Act under subsection (q) "Redevelopment Project Costs", subsection (7.5) requires that if a redevelopment project results in increased attendance from a project that has received TIF assistance, District #47 shall be paid, from the TIF fund, the increase cost in accordance with the method described in the Act. Therefore, no additional redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

*Impact on High School District #155*

New residential development is anticipated to be part of the mix of uses developed within the Project Area. To address the potential impact on High School District #155, the TIF Act under subsection (q) "Redevelopment Project Costs", subsection (7.5) requires that if a redevelopment project results in increased attendance from a project that has received TIF assistance, District #155 shall be paid, from the TIF fund, the increase cost in accordance with the method described in the Act. Therefore, no additional redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

*Impact on City of Crystal Lake*

The City of Crystal Lake provides a variety of services, including police protection, forestry and tree care, snow removal, road maintenance, water and sewer service, and building and zoning services. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by the City. As provided in the Act, a portion of Redevelopment Project Costs may be allocated toward capital costs incurred by the City which are made necessary by development as described in this Redevelopment Plan. The public improvements section of this plan and program highlight some of these anticipated capital costs.

*Impact on Crystal Lake Park District*

The Crystal Lake Park District provides a variety of services, including operation and maintenance of parks and recreational facilities throughout the City. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by the City resulting from an increase in employees. Due to the size of the Project Area in relation to the City at large, services provided to residents will likely not be affected, and the impact is anticipated to be minimal. No program is set forth in this Redevelopment Plan.

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*Impact on Crystal Lake Library District*

New residential development is anticipated to be part of the mix of uses developed within the Project Area. The Crystal Lake Library District provides library services and educational programming in the City of Crystal Lake. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by the City. As provided in the Act, a portion of Redevelopment Project Costs may be allocated toward capital costs incurred by the City which are made necessary by development as described in this Redevelopment Plan. The public improvements section of this plan and program highlight some of these anticipated capital costs.

*Impact on Crystal Lake Fire Protection District*

The Crystal Lake Fire Protection District provides fire protection services to residents and businesses of the City of Crystal Lake. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by the City. Due to the small size of the Project Area in relation to the Crystal Lake Fire Protection District at large, services provided to residents will likely not be affected, and the impact is anticipated to be minimal. No program is set forth in this Redevelopment Plan.

*Table 3: Representative District EAVs*

| | Total District EAV | TIF as % of Total |
|---|---|---|
| 2021 EAV of Water's Edge TIF | $ 3,333,192 | |
| McHenry County | $ 9,560,275,900 | 0.0349% |
| McHenry County Conservation | $ 9,560,275,900 | 0.0349% |
| College District MCC 528 | $ 8,377,280,963 | 0.0398% |
| School Dist 47 | $ 2,043,140,592 | 0.1631% |
| School Dist 155 | $ 3,125,054,618 | 0.1067% |
| Crystal Lake Public Library | $ 1,291,239,908 | 0.2581% |
| Crystal Lake Park Dist. | $ 1,687,237,192 | 0.1976% |
| Algonquin Township | $ 2,899,219,943 | 0.1150% |
| Township Road and Bridge | $ 2,899,219,943 | 0.1150% |
| City of Crystal Lake | $ 1,293,136,882 | 0.2578% |

## FINDINGS OF NEED FOR TAX INCREMENT FINANCING

On the basis of the findings contained in the Water's Edge Eligibility Report and this Redevelopment Plan, the Crystal Lake City Council may adopt the following findings pursuant to Section 11-74.4-3(n) of the Act.

Project Area Not Subject to Growth

The City finds that the Project Area on the whole is facing decline in property value and increasing vacancy and transitions in land use and dominant commercial businesses as follows:

- As described in the TIF Eligibility Findings Report (see Appendix A), the conditions of the Project Area testify to an increase in obsolescence of the Project Area. In particular, the Eligibility Report identifies obsolescence, significant and widespread vacancies, and a significant decline in EAV, which are consequences of changes in consumer retail behavior and the marketability of the type of commercial retail spaces available within the Project Area. While each individual property may not exhibit these conditions, the Project Area as a whole is characterized by a reasonable extent and meaningful distribution of these factors which has resulted in underutilization of this area.
- The equalized assessed value (EAV) of the Project Area has decreased in three of the last five years (available as part of Appendix A – TIF Eligibility Findings Report).
- The Project Area is part of a planned development and several areas adjacent to the Project Area have had long periods of vacancy or have not been developed as commercial uses in accordance with the initial PUD.

Therefore, the City of Crystal Lake finds that the Project Area has not maintained value relative to the commercial-retail market and shows significant signs of obsolescence. Therefore, the Project Area is not reasonably anticipated to remain competitive within the intended market without adoption of this Redevelopment Plan.

Conformance with Comprehensive Plan

This Redevelopment Plan and Program is consistent with the community improvement goals identified in the 2012 Crystal Lake Comprehensive Plan.

Date of Completion

The estimated year of completion of the redevelopment projects and retirement of obligations issued to finance redevelopment project costs is December 31, 2046 (The year after the 23rd year from the date of adoption of the ordinance approving the Project Area)

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APPENDIX "A"

# WATER'S EDGE TAX INCREMENT FINANCING DISTRICT

## ELIGIBILITY REPORT

***CITY OF CRYSTAL LAKE***

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***DRAFT REPORT***

***October, 2021***

Prepared by:
Teska Associates, Inc.

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## INTRODUCTION

In order to encourage redevelopment of the site of the former Crystal Court Shopping Center, which fronts RT. 14 Northwest Highway, between Liberty Road and the entry to Three Oaks recreation Area, the City of Crystal Lake (the "City") is considering the creation of a Tax Increment Financing (TIF) District. The purpose of this Eligibility Report is to document the eligibility criteria as required by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4 - 1, et seq., as amended (the "Act"). The following study documents the presence of eligibility criteria necessary for designation as a TIF District, as required in the Act. The study evaluated the area depicted in Figure 4 below.

*Figure 4: Study Area*



## TAX INCREMENT FINANCING

The Act, as amended, stipulates specific procedures, which must be adhered to in designating a Redevelopment Project Area and amendments thereto. A Redevelopment Project Area is defined as:

*"..an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas" (65 ILCS 5/11-74.4-3(p)).*

Section 5/11-74.4-3(a) defines a "blighted area" as follows:

*"any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:*

*if improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors (dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; environmental clean-up; lack of community planning; decline in equalized assessed value), each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area, and*

*If vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors (dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; environmental clean-up; lack of community planning; decline in equalized assessed value), each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains.", or*

*The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.*

This report summarizes the analysis and findings of the City's planning consultant, Teska Associates, Inc. ("Teska"). Teska has prepared this report with the understanding that the City would rely on: (1) the findings and conclusions of this report in proceeding with the designation

of the Study Area as a Redevelopment Project Area under the Act; and (2) the fact that Teska has obtained the necessary information to conclude that the Project Area can be designated as a Redevelopment Project Area in compliance with the Act.

The Water's Edge area (the "Project Area") is eligible for designation as a "blighted area" based on the predominance and extent of parcels exhibiting the following primary characteristics:

1. **Obsolescence**
2. **Deterioration**
3. **Excessive vacancies**
4. **Deleterious land use or layout**
5. **Decline of Equalized Assessed Value (EAV)**
6. **Presence of Structures Below Minimum Code Standards**

In addition, the following secondary characteristics contribute to a lesser degree:

7. **Dilapidation**
8. **Inadequate utilities**
9. **Environmental clean up**

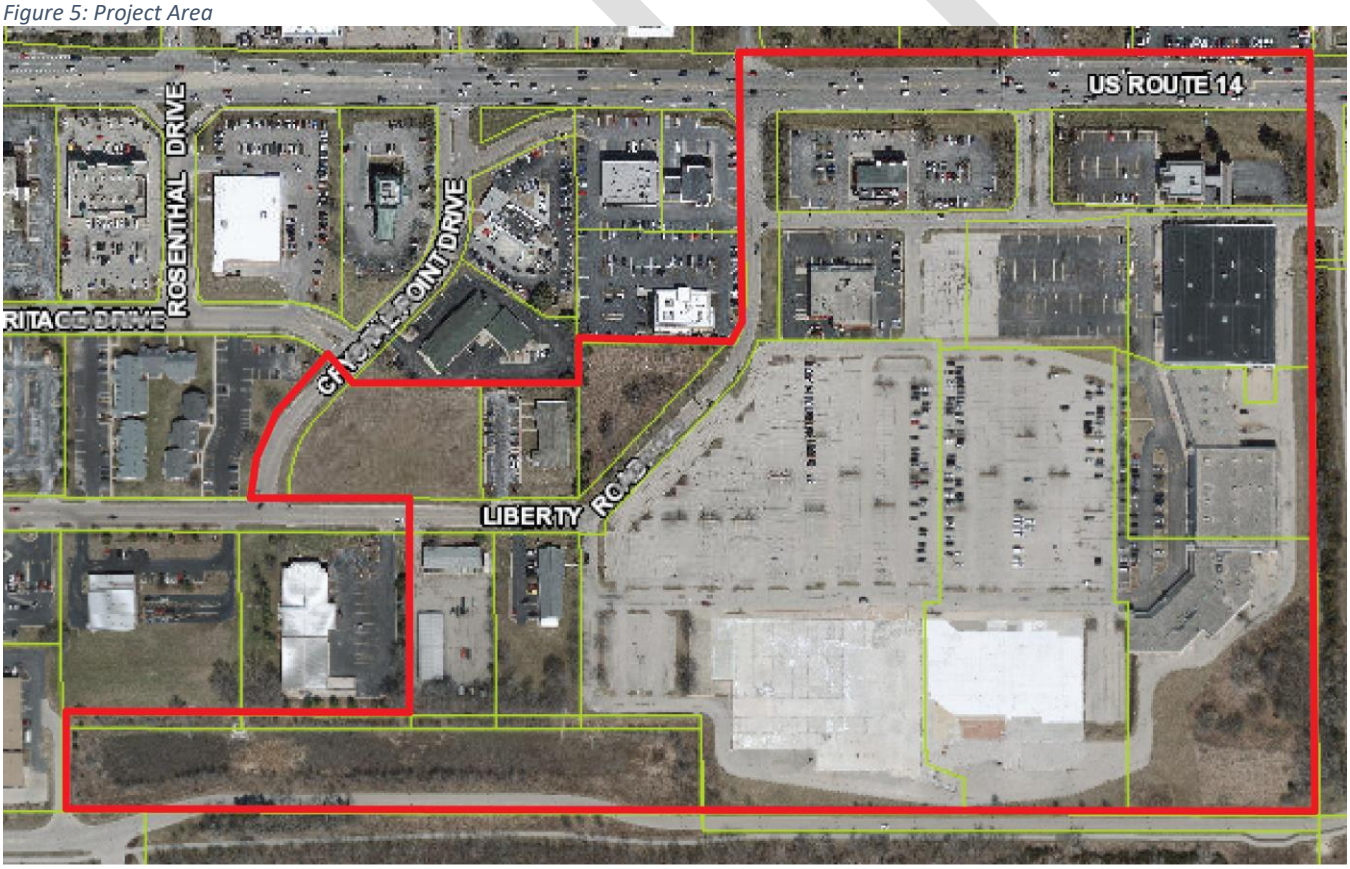
Each of these factors contributes sufficiently towards the eligibility of the Project Area as a whole.

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## DESCRIPTION OF PROJECT AREA

The Project Area includes both vacant and improved parcels north and west of Three Oaks Recreation Drive, east of S Main Street, and South of Northwest Highway/Route 14. It is located approximately 1.5 miles Southeast of downtown Crystal Lake. The area previously hosted a Walmart and Cub Foods, which became long vacant and years later demolished after those tenants left the shopping center. Of the remaining structures, most are vacant storefronts. The Project Area contains 8 buildings and 20 parcels. Figure 5 illustrates the exact boundaries of the Project Area.

*Figure 5: Project Area*



## ELIGIBILITY FINDINGS

Over the past 10 years, following the demise of Cub Foods and Service Merchandise, and the relocation of Walmart from their place within the Crystal Court Shopping Center, Teska has worked with the City of Crystal Lake to promote and plan for the revitalization of this center. On at least three occasions, Teska conducted field and research surveys of the property to determine potential eligibility for a Tax Increment District, the most recent of which occurred on October 8, 2021. Teska conducted a field survey of every property within the Project Area. Based on an inspection of the exteriors of buildings and grounds, field notes were taken to record the condition for each parcel. Photographs further document the observed conditions.

In order to be designated as a blighted area, five or more blighting factors outlined in the Act must be present to a meaningful extent and reasonably distributed throughout the Project Area.

***Dilapidation***

Dilapidation refers to an advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required, or the defects are so serious and so extensive that the buildings must be removed.

Of the remaining buildings in the Project Area, some have fallen into disrepair as a result of prolonged vacancy and lack of upkeep. Buildings that were demolished were in a state of dilapidation prior to their demolition, and the removal of walls and other vertical structures did not include removal of foundations, building slabs, plumbing, electrical lines, and other building debris scattered near the original footprint of both the Cub Foods and Walmart property. Prior to having become vacant, the Cub and Walmart properties, including more than half the acreage of the shopping center, had evidenced dilapidation that contributed to the need to demolish the improvements. Examples of dilapidation include but are not limited to foundation cracks on existing buildings, displaced or cracked walls, and other structural deficiencies. See Figures 6-10. Dilapidation is present within the Project Area and contributes towards the designation of the Project Area as a 'blighted area.'

*Figure 6*



*Figure 7*



*Figure 8*




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*Figure 9*

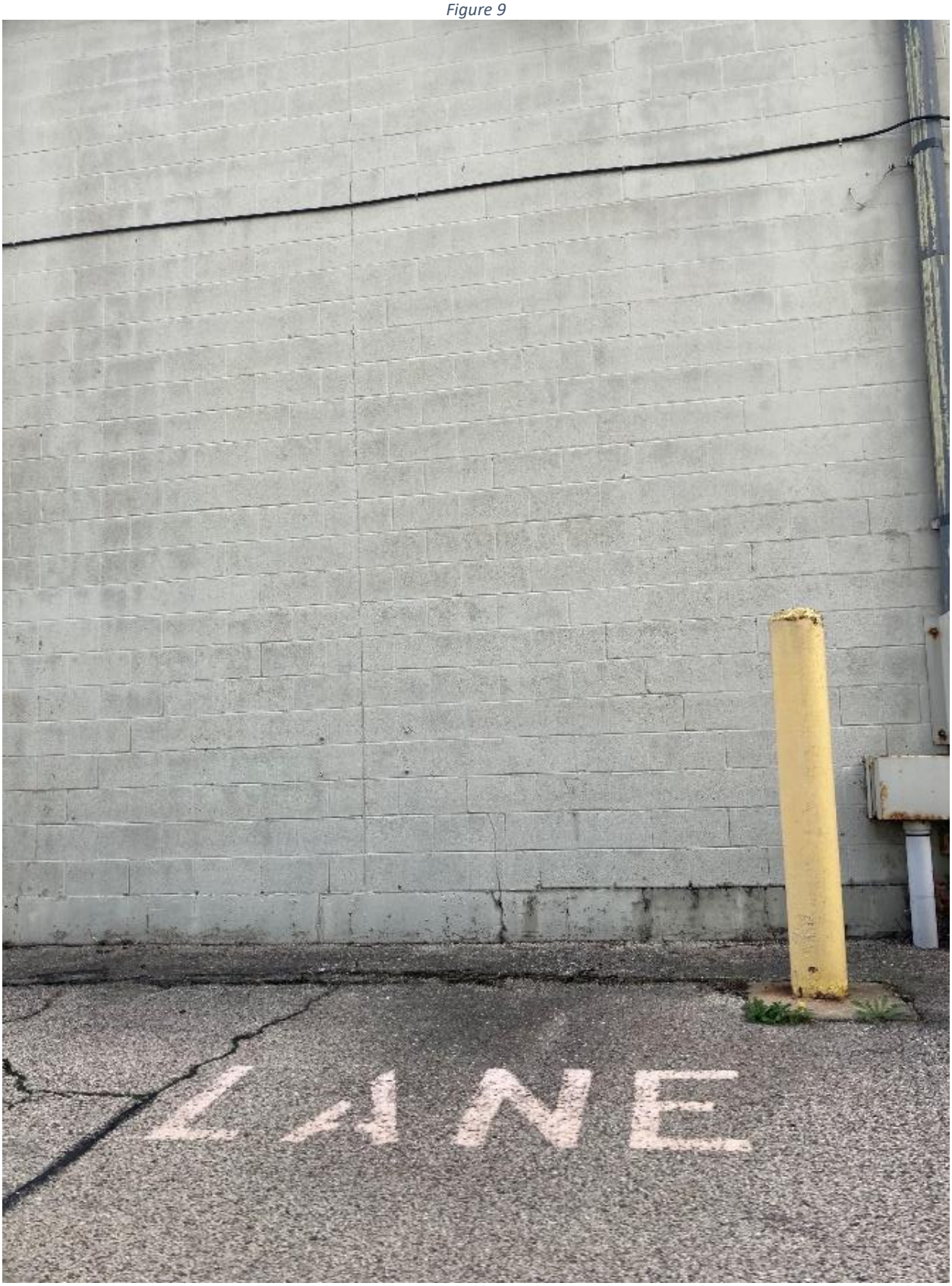


*Figure 10*



***Obsolescence***

Obsolescence is the condition or process of falling into disuse. Obsolete structures have become ill-suited for the original use. With respect to properties and buildings, the nature of obsolescence may be functional or economic, or a combination of both. Generally, functional obsolescence relates to the physical utility of a property or structure, and economic obsolescence relates to the ability of a property or building to compete in the marketplace.

a) *Functional obsolescence*
The design and spatial layout of buildings and site improvements and their geographical location and building orientation and setbacks respond to market needs for specific uses at the time those buildings and improvements were constructed. Additionally, buildings and improvements are designed within the technological constraints of the time. Design and spatial layout characteristics of buildings and site improvements include, but are not limited to, floor area, height, column spacing, loading and service areas, building orientation, on-site parking and storage areas, and vehicular circulation.

Over time, changes occur within industries and real estate markets causing properties to become ill suited for their original use, resulting in deficiencies in those buildings that limit their ability to function for their original purpose. This loss in functionality and overall usefulness or desirability of a property, diminishes the value and utility of the property and the building.

b) *Economic obsolescence*
Economic obsolescence is generally a result of building or site improvements that cause some degree of market rejection, resulting in a diminished market value of the property for its original intended use. Symptoms of economic obsolescence include excessive vacancies, lack of maintenance, deterioration, and dilapidation of buildings and site improvements.

Site improvements, including sewer and water lines, public utility lines (gas, electric, and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of this type of obsolescence may include inadequate utility capacities, outdated designs, etc.

Typically, buildings with excessive vacancies or those classified as deteriorating or dilapidated contain undesirable building or site improvement conditions that may be infeasible to cure, resulting in an accelerated decline in market value. When not corrected, these building and site improvement deficiencies adversely impact neighboring areas, thereby detracting from the physical, functional, and economic vitality of the overall area.

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The Project Area is both functionally and economically obsolete. The original anchors for the center were located more than 900 feet south of the primary access on Rt. 14, more than twice the distance commonly associated with current commercial development. The existing buildings and the layout of the parking no longer serves current market conditions and shifts in consumer attitudes and tendencies have rendered the Project Area ill-suited to compete with nearby commercial properties. See Figure 11. Lack of maintenance and deterioration of the buildings and site improvements demonstrate and contribute to the growing obsolescence of the Area. Most of the commercial spaces are underutilized and have persistently vacant tenancies, showing evidence of both economic and functional obsolescence.

Both functional and economic obsolescence of buildings and site improvements is present within the Project Area. The presence of obsolescence significantly contributes towards designation of the Project Area as a 'blighted area'.

*Figure 11*



***Deterioration***

With respect to buildings, deterioration refers to defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. The field survey found that 4 out of 8 buildings and the majority of the non-building surface improvements exhibited some level of deterioration. Clear evidence of building deterioration can be seen from the rear of buildings, but are also present in the front of the buildings. These deteriorating effects include but are not limited to: cracks in walls, foundations, and columns, and roofs. These issues are widely distributed throughout the entirety of the Project Area.

With respect to surface improvements, the condition of the pavement, roadways, curbs, and surface parking show clear evidence of deterioration, including but not limited to: surface cracking, crumbling, potholes, depressions, and weeds protruding through paved surfaces. Parking areas, sidewalks, curbs and other surface improvements have deteriorated to the point of requiring repaving or replacement. In general, the condition of the site is poor in both the areas with and without structures.

The deterioration, both of buildings and surface improvements, is widely distributed throughout the entirety of the Project Area. See Figures 12-19. The presence of deterioration of buildings and surface improvements is a significant contributing factor towards the designation of the Project Area as a 'blighted area.'

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*Figure 12*




*Figure 13*



*Figure 14*



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*Figure 15*



*Figure 16*



*Figure 17*



*Figure 18*



*Figure 19*



***Presence of Structures Below Minimum Code Standards***

Structures below minimum code standards include all structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

Prior to demolition, the Cub and Walmart buildings had been cited for code violations. The remaining buildings fail to meet the existing fire code requirements and have been cited for functional failure of fire suppression systems. The presence of structures below minimum code standards is a contributing factor towards the designation of the Project Area as a 'blighted area.'

***Illegal Use of Individual Structures***

Illegal use of individual structures refers to the use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

The exterior field survey conducted by Teska found no obvious instances of illegal uses of structures within the Project Area. Illegal Use of Individual Structures does not contribute to the designation of the Project Area as a 'blighted area.'

***Excessive Vacancies***

Excessive vacancies refer to the presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

The field survey conducted by Teska found that most existing structures in the Project Area are vacant and many have been for a prolonged period. See Figures 20-23. Prior to demolition, the two large anchor buildings were vacant for several years, and the departure of these businesses contributed to the excessive vacancies of the smaller storefronts. The pervasiveness of vacancies in the Project Area makes it difficult to attract and retain new businesses, particularly on the Eastern end of the Project Area. Excessive vacancies in the remaining structures of the Project Area are a significant contributing factor towards the designation of the Project Area as a "blighted area."

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*Figure 20*



*Figure 21*



*Figure 22*




*Figure 23*



***Inadequate utilities***

Inadequate utilities refer to utilities that have insufficient capacity to serve the uses in the redevelopment project area; are deteriorated, antiquated, obsolete, or in disrepair; or are lacking within the redevelopment project area. "Utilities" are defined in the Act as "underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services" (65 ILCS 5/11-74.4-3 (a)(1)(H)).

The utility infrastructure is insufficient to serve the needs of the Project Area, particularly if any residential use of the site is anticipated. The utilities are outdated and, in some cases, are in disrepair. See Figures 24-25. Unless the property is redeveloped using the existing footprint, the alignment and location of underground utilities must be completely modified and is a substantial financial impediment to the reuse of the site. Inadequate utilities to service the Project Area are a contributing factor towards the designation of the Project Area as a "blighted area."

*Figure 24*



*Figure 25*



***Deleterious land use or layout***

Deleterious land use or layout refers to the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

The layout of the Project Area is no longer marketable. The buildings have a deep setback (more than 900 feet to the original anchor buildings) and the area where the anchors previously stood is downhill from the main road, making them difficult to see from Route 14/Northwest Highway. This low visibility, due to the deep "L" shape of the layout, has made customer attraction to the area difficult. Currently, the foundations of the demolished buildings have not been fully removed. See Figures 26-27.

Furthermore, most of the parking in the section of the Project Area that was previously the Crystal Court Shopping Center was owned and controlled by the anchor tenants, which created a parking and maintenance issue when those businesses left the shopping center. Deleterious land use or layout is a significant contributing factor towards the designation of the Project Area as a 'blighted area.'

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*Figure 26*



*Figure 27*



***Environmental Clean Up***

Environmental clean up is a contributing factor to a 'blighted area' designation when the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

In 2012, Glenn's Cleaners, (previously located at 5583 Northwest Highway, in the current Project Area) was enrolled in the Illinois Environmental Protection Agency system, after a request from Crystal Lake Shopping Center Limited Partnership.. Although some clean-up occurred at the time, the Agency's no further remediation letter did not anticipate reuse of the site for residential purposes. Environmental clean up is a contributing factor to the designation of the Project Area as a 'blighted area.'

***Decline in total Equalized Assessed Values (EAVs)***

This factor can be cited if the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available; or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

The equalized assessed value for the combined parcels within the Project Area has increased at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available (see Table 1). In 2016 and 2017 the EAVs for the Project Area decreased 11.4% and 8.4%, whereas the EAVs for Crystal Lake increased by 5.8% and 5.4%. In 2020, the EAVs for the Project Area increased by 0.4% and Crystal Lake's total EAVs increased by 3.8%. In 2021, the EAVs for the Project Area increased by 1.65%, whereas the EAV for Crystal Lake increased by 3.65%. These three years satisfy the condition that the EAVs for the Project Area increase at an annual rate that is lower than that of the municipality as a whole.

Table 1: Percent Change in EAV

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| Project Area | -11.40% | -8.40% | 8.70% | 7.40% | 0.40% | 1.65% |
| Crystal Lake | 5.80% | 5.36% | 5.37% | 4.57% | 3.81% | 3.65% |

Source: McHenry County

Decline in the Equalized Assessed Value contributes toward the designation of the Project Area as a 'blighted area' due to EAV decline in the Project Area as compared to the City of Crystal Lake.

## CONCLUSIONS

Based on the findings contained herein, the Project Area as a whole qualifies as a 'blighted area' according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following primary characteristics:

1. **Obsolescence**
2. **Deterioration**
3. **Excessive vacancies**
4. **Deleterious land use or layout**
5. **Decline of Equalized Assessed Value (EAV)**
6. **Presence of Structures Below Minimum Code Standards**

Each of these factors contributes significantly to the eligibility of the Project Area as a blighted area. These characteristics point to the need for designation of the Project Area as a blighted area, to be followed by public intervention in order that development might occur.

In addition to the primary significant qualifying factors listed above, the following eligibility criteria are present to a lesser degree within the Project Area. While these factors are not present to such a degree and/or sufficiently distributed throughout the Project Area, they do contribute towards the eligibility of the Project Area as a whole, and include:

1. **Dilapidation**
2. **Inadequate utilities**
3. **Environmental clean up**

Based on the evidence provided in this Eligibility Report, the Water's Edge area qualifies as a 'blighted area' according to the eligibility criteria established by the Act.

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