CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
September 6, 2022
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – August 16, 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. **St. Thomas the Apostle Church Oktoberfest Special Event Permit Request and Class 16 Temporary Liquor License - Saturday, September 24, 2022**
   b. **Approval of Amendment to the Joint Funding Agreement between the United States Geological Survey (USGS) and the City of Crystal Lake for the Water Resource Investigation of Crystal Lake extending the completion date**
   c. **Agreement for use of Right-of-Way between the City of Crystal Lake and the Everstream GLC Holding Company LLC (Everstream)**

10. **Resolution Designating Interim City Manager**

11. **Crystal Lake Brewing Company Oktoberfest Special Event Request - September 9-10, 16-17, 2022**

12. **City Code Amendment to increase the number of Class 28 Liquor Licenses and to increase the number of Video Gaming Licenses – Applicant: Indian Chapata Swad Inc., d/b/a Jalsa Bar and Restaurant, located at 1295 Randall Road, Suite 112**

13. **123 Edgewater Drive - Variations from Article 3 Density and Dimensional Standards: maximum building coverage of 40% to allow 47%, maximum impervious surface coverage of 50% to allow 57%, 7-foot interior side yard to allow 2 feet 10 inches, combined total side yard setbacks of 18 feet to allow 12 feet, 71.68-foot front yard setback to allow 13.83 feet, and 21.2-foot yard abutting a street setback to allow 11.2 feet; and**

Variations from Article 7 Nonconformities to allow the enlargement of a nonconforming structures for an addition to the house increasing the footprint and the volume, to allow the connection of the garage to the house, and the increase in volume to install a second story to the garage

14. Sarah Ridge Subdivision – Sign Variation to allow a Subdivision Identification Sign

15. 8900 Route 14, McHenry County College - Final PUD Amendment for the Foglia Center for Advanced Technology and Innovation and Sign Variation with modification to the adopted Master Sign Plan

16. No Parking Restriction - North Main Street from Route 176 to Prairie Street

17. City Code Text Amendments

18. Purchase of Replacement Taser Equipment

19. Proposal Award and Appropriation of Motor Fuel Tax (MFT) Funds for Design Engineering Services for the Pedestrian Connections to the Regional Prairie Trail Improvement

20. Intergovernmental Funding Agreement for the Crystal Lake Depot Train Station Lighting Repairs and Upgrades

21. Bid Rejection and Award – Crystal Lake Depot Train Station Lighting Repairs and Upgrades

22. Proposal Award – Asset Management System

23. Council Inquiries and Requests

24. 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

25. Reconvene to Regular Session

26. 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

Meeting Date: September 6, 2022

Item: St. Thomas the Apostle Church Oktoberfest Special Event Permit Request and Class 16 Temporary Liquor License

Staff Recommendation: Motion to approve the following requests for St. Thomas the Apostle Church's Oktoberfest to be held on Saturday, September 24, 2022:

a. Issuance of a Class 16 Temporary Liquor License for the St. Thomas the Apostle Oktoberfest.
b. The application for a special event pursuant to staff recommended conditions, including the closure of part of Lake Street.

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

Background: St. Thomas the Apostle Church has requested a Special Event approval to hold an Oktoberfest. This event will be similar to their annual outdoor mass and picnic. The event is scheduled for Saturday, September 24, 2022 from 5:00 p.m. until 10:00 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. This is the first time the Oktoberfest will be held, however, St. Thomas has held numerous events at this location in the past with street closures.

The City has also received a request from the St. Thomas the Apostle Catholic Church for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their Oktoberfest event being held at their St. Thomas the Apostle Little Christopher's Shoppe grounds, located at 469 Lake Street, on Saturday, September 24, 2022 from 5:00 p.m. to 10:00 p.m.

Section 329-5-P of the City Code permits the issuance of a Class 16 Temporary Liquor License for the retail sale of beer and wine for consumption upon the premises specified in the license

where sold. The license shall be issued to not-for-profit corporations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license.

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) Food Trucks will be individually responsible for obtaining a certificate of operation from the McHenry County Health Department Permit and a City of Crystal Lake Permit, and scheduling an inspection with the Fire Rescue Department. To schedule an inspection please contact the Fire Rescue Department at (815)356-3640.
15) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
16) 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 September 6, 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 Parish/School Oktoberfest

EVENT LOCATION St. Thomas' Little Christopher Shoppe, 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	☐ General use of City-owned property
☐ Circus	☐ Parade
☐ Festival	☐ Outdoor Sales
☐ Filming	☐ Run/Walk Event

☑ Other Outdoor "Oktoberfest" Picnic

2. General Description/Purpose of the event:
To promote Parish and School fellowship with food, refreshments, and music Donated proceeds to be given to St. Thomas Church and School.

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: 25 people

9. Estimated attendance: 200 to 250

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: Kristin M. Blake
13. Contact Information for Event Manager:

Address: 673 Exmoor Ct.
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: [redacted] ☑
Emergency phone: ☐
Cell phone: ☐
Email: ☑

EVENT OPERATION

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

Set Up: Sept. 24, 2022
Event: Sept. 24, 2022
Dismantling: Sept. 25, 2022

15. Hours of the event:

Set Up: 10:00 am to 5:00 pm
Event: 5:00 pm to 10:00 pm
Dismantling: 9:00 am to 11 :30 am

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?
beer and wine

**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
    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:
First aid kit will be in the folloiwng locations:

Lake St. Grounds, St. Thomas Church andSchool, Parish office

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

August 5, 2022
Date

Robert W. Jones
Print Name

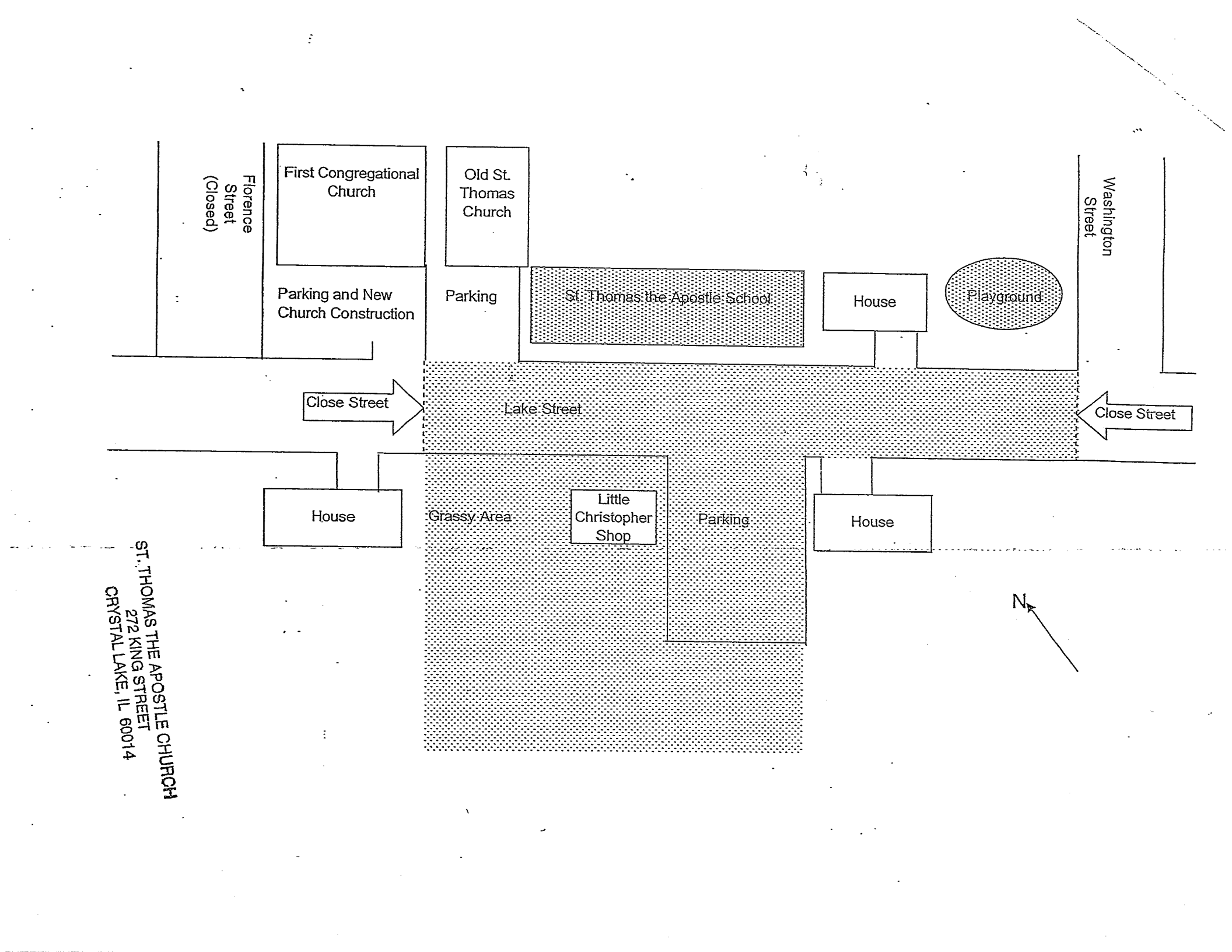
STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No


Florence Street (Closed)
First Congregational Church
Old St. Thomas Church
Washington Street
Parking and New Church Construction
Parking
St. Thomas the Apostle School
House
Playground
Close Street
Lake Street
Close Street
House
Grassy Area
Little Christopher Shop
Parking
House
N
ST. THOMAS THE APOSTLE CHURCH
272 KING STREET
CRYSTAL LAKE, IL 60014

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

The undersigned hereby makes application for a license for the sale at retail of beer and wine under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name St. Thomas the Apostle ~~Alumni Group~~ Catholic Church (AS)
(Must be not-for-profit organization)

   Address 272 King St. Crystal Lake Phone Number 815-459-5400

2. Location where beer and wine will be sold:
469 Lake St. Crystal Lake IL 60098

3. Dates of the event (**not to exceed three (3) days**): 9/24/22

4. Hours of operation: 5:00pm - 10:00pm

5. Describe the type of crowd and traffic control licensee will utilize. Blocked-off through street, defined event premise, street & parking lot parking, ticketed event.

6. Describe plan for refuse pickup. Disposal in on-site dumpster, pick-up by volunteers, recycle where possible

7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
Kris and Jim Blake 673 Exmoor Ct Crystal Lake IL 60014
Jana and John Dickson 8503 Mason Hill Rd Bull Valley IL 60098
Julie and Tim Sherwood 75 Indian Hill Trail Crystal Lake 6001

8. **Please attach the following to your application:**
   - ☒ **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
   - ☒ **Proof of liquor liability insurance**
   - ☐ **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer and wine on the property during the time requested.**
   - ☒ **Site plan of area where beer and wine will be sold.**
   - ☒ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "16" Temporary Liquor License to applicant.**

Robert W. Jones 8-05-2022
Signature of President Date

Signature of Secretary Date

Both application and affidavit must be signed by the President and Secretary of the not-for-profit organization.

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

We swear that we will not violate any of the Ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 8th day of August, 2022.

By Julie E. Blake only
And then by Father Jones
on 8-8-2022.

Notary Public

OFFICIAL SEAL
JOHN P DICKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/11/24

12

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Gallagher Bassett Services, Inc.
PHONE (A/C, No, Ext): 414-203-4053 **FAX (A/C, No):** 414-258-1250
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Catholic RRG , Inc	10083
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DIOCOFR-01
Diocese of Rockford
Finance & Administration Office
P.O. Box 7044
Rockford IL 61125

COVERAGES **CERTIFICATE NUMBER:** 1979255904 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			RRG 10268-25	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
	X Liquor Liability						MED EXP (Any one person)	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ Included
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ N/A
	OTHER:						PRODUCTS - COMP/OP AGG	$ Included
								$
A	AUTOMOBILE LIABILITY			RRG 10268-25	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	ANY AUTO			XS1026825	7/1/2022	7/1/2023	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			RRG 10268-25	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 1,000,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SP 4066812	7/1/2022	7/1/2023	X PER STATUTE OTH-ER	Statutory
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability and Auto Liability limits inclusive of $250,000 Self-Insured Retention.
If Additional Insured status noted herein, coverage afforded by Form #TNC-G118 (ed. 01/01/12).
For: St. Thomas the Apostle Parish/School Diocese of Rockford)
Description: Oktoberfest to be held on parish grounds at St. Thomas the Apostle Little Christopher Shoppe, 469 Lake St., Crystal Lake, IL 60014. On Saturday, September 24, 2022.
Crystal Lake, IL as a additional insurer.

CERTIFICATE HOLDER

St. Thomas the Apostle Parish/School
272 King St.
Crystal Lake IL 60014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cynthia L. La Montaine

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ST. THOMAS THE APOSTLE
CATHOLIC CHURCH

August 1, 2022

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Mayor Haig Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our Parish/School Oktoberfest. This event will be held at our St. Thomas the Apostle Little Christopher's Shoppe Grounds at 469 Lake Street, Crystal Lake, on Saturday, September 24, 2022.

The Oktoberfest will be held between 5:00 pm and 10:00 pm with participation of approximately 200 people. Wrist bands will be issued for those ages 21 and older. Set up will begin on September 24, 2022 at approximately 10:00 am.

We are planning this activity to be a fun activity which will help strengthen our community.

Thank you for your consideration of this request, and please contact us if you have any questions.

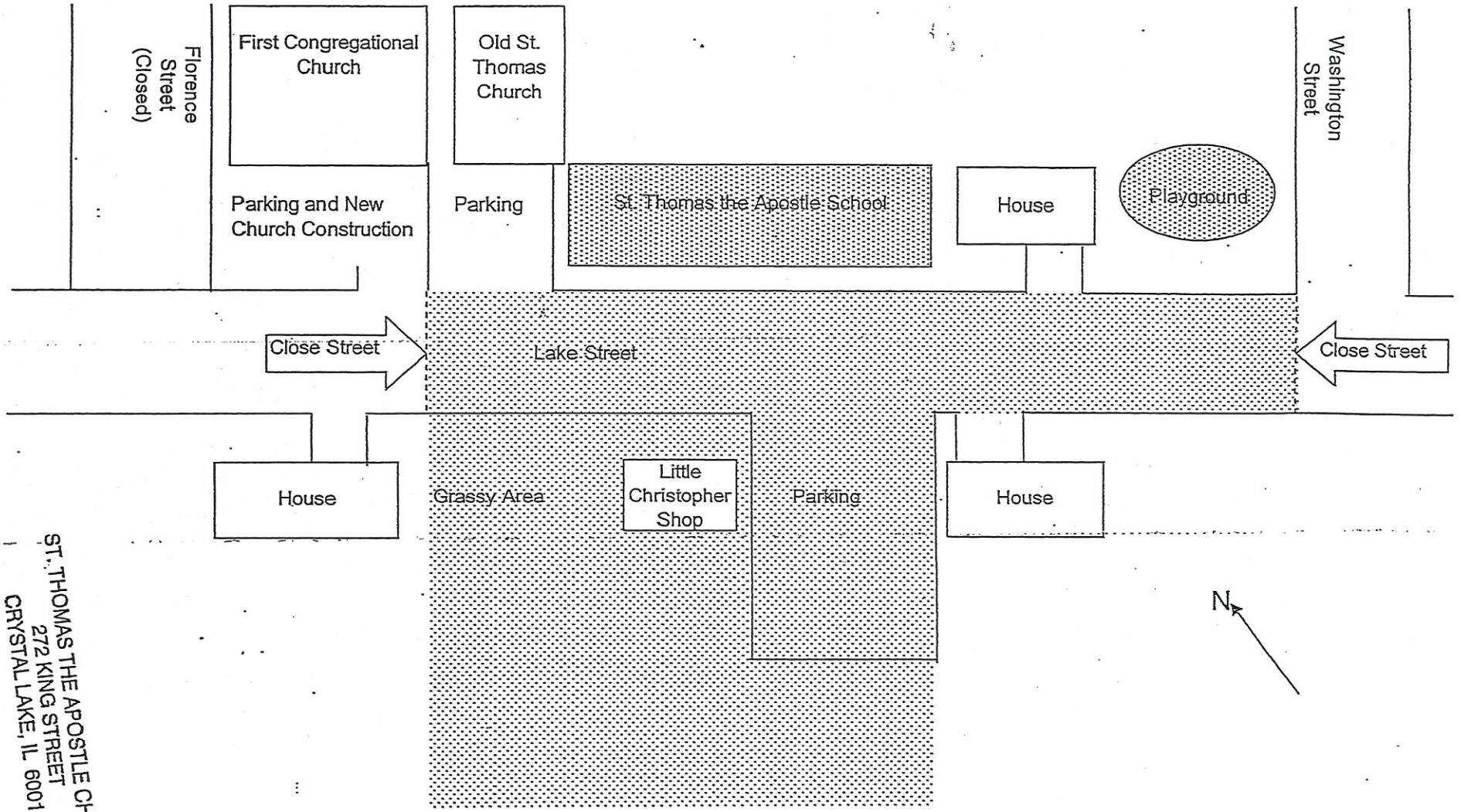
Sincerely in Christ,

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: 9b

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: Approval of Amendment to the Joint Funding Agreement between the United States Department of the Interior, United States Geological Survey (USGS) and the City of Crystal Lake for the Water Resource Investigation of Crystal Lake extending the completion date

Staff Recommendation: Motion to adopt a Resolution authorizing the Interim City Manager to execute an Amendment for the Joint Funding Agreement between the United States Department of the Interior, United States Geological Survey and the City of Crystal Lake for a Water Resource Investigation of Crystal Lake.

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

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Background

On July 7, 2020, City Council approved an agreement between the United States Department of the Interior, United States Geological Survey (USGS) and the City of Crystal Lake for a Water Resource Investigation of Crystal Lake. The three-year complex investigation by the USGS is analyzing the groundwater around the lake as groundwater plays a significant role with the lake both as its primary source of water into the lake and as water leaving the lake. Upon completion of this study, there will be a better understanding of how lowering or widening the weir structure at the outlet to Crystal Creek affects the lake and the groundwater levels surrounding the lake. This study is necessary prior to studying any type of alteration (permanent or seasonal) to the weir.

The original completion date of the study per the agreement was September 30, 2022. The USGS is requesting an extension to that completion date to February 28, 2023. Staff has discussed the status of the investigation with the USGS and agrees with the completion date extension request. No changes in funding will occur.

Votes Required to Pass:

A simple majority vote.

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE entered into a Joint Funding Agreement with the United States Department of the Interior, United States Geological Survey for a Water Resource Investigation associated with the Assessment of Groundwater and Surface Water Interaction and Lake Management Resiliency for Crystal Lake on July 1, 2020; and

WHEREAS, agreement states a completion date of September 30, 2022; and

WHEREAS, the Department of the Interior, United States Geological Survey is requesting an extension of the completion date to February 28, 2023.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the Interim City Manager is authorized to execute an Amendment to the Joint Funding Agreement with the United States Department of the Interior, United States Geological Survey for a Water Resource Investigation associated with the Assessment of Groundwater and Surface Water Interaction and Lake Management Resiliency for Crystal Lake for the change in completion date.

DATED this 6th day of September, 2022.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 6, 2022

APPROVED: September 6, 2022

Draft

Agreement #: 20NEJFA021
Customer #: 6000005200
TIN: 36-6005840
Project: NE00E6N
Fixed Cost Agreement: Yes

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
AMENDMENT OF JOINT FUNDING AGREEMENT
FOR WATER RESOURCES INVESTIGATIONS

This amendment is for the agreement dated July 1, 2020.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, **the assessment of groundwater and surface water interaction and lake management resiliency of Crystal Lake in McHenry County, IL**, herein called the program. This amendment extends the period of performance end date to February 28, 2023.

2. Paragraph 2a of the agreement is hereby ___ increased/ ___ decreased by **$0** to read as follows:

   (a) $**47,500** by the party of the first part during the period **July 1, 2020,** to **February 28, 2023.**

   Paragraph 2b of the agreement is hereby ___ increased/ ___ decreased by **$0** to read as follows:

   (b) **$111,100** by the party of the second part during the period **July 1, 2020,** to **February 28, 2023**.

Billing for this agreement will be rendered **quarterly**. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.) All parties agree that electronic signatures are an acceptable form of approval.

UNITED STATES DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY	**CITY OF CRYSTAL LAKE**
Kelly Love (Signature)	_____ (Signature)
Acting for: Amy Beussink (Name)	_____ (Name)
Director, Central Midwest WSC (Title)	_____ (Title)
08/24/2022 (Date)	_____ (Date)

Draft

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: Agreement for use of Right-of-Way between the City of Crystal Lake and Everstream GLC Holding Company LLC (Everstream)

Staff Recommendation: Motion to adopt a Resolution approving an Agreement for use of Right-of-Way between the City of Crystal Lake and Everstream and authorizing the Interim City Manager to execute a Fiber Optic Agreement between the City of Crystal Lake and Everstream.

Staff Contact: Mike Magnuson, Director of Public Works & Engineering

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Background:
The City has received a request from Everstream to develop a Right-of-Way (ROW) Use Agreement that will enable Everstream to utilize the City's Right-of-Way to build, maintain, operate and otherwise care for a fiber optic cable system. A similar agreement was approved on February 19, 2019 with MCI Metro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services. Everstream is requesting this agreement so that they can install a fiber optic cable system that will interconnect their systems. A majority of the proposed route is along Route 14 which is an Illinois Department of Transportation roadway. Everstream is also working through their approval process. The fiber optic cable installation will be underground and on existing ComEd poles. The only proposed section within the City's right-of-way is along Cog Circle and Dearborn Court.

The City has authority under the Illinois Telecommunications Infrastructure Maintenance Fee Act (the "Act") and pursuant to its home rule powers to establish standards for construction, use, and repair of telecommunication facilities within the ROW. The City has adopted such regulations, which are primarily set forth in Chapter 427 of the City Code. Among other things, the City's ROW Regulations require telecommunications providers to obtain permits before doing work in the ROW, provide performance security and insurance coverage relating to such work, and clean-up and restore the ROW after construction. The regulations also govern the placement of facilities and establish standards for construction methods and materials.
The City may also enter into agreements with telecommunications providers relating to deployment and maintenance of facilities in the ROW, and Section 427-1(E) (2) of the City Code

provides that such agreements will control in the event of a conflict with the ROW Regulations. However, the Act imposes some limitations with such agreements.

Most notably, the agreements cannot be used to impose franchise fees or other charges on telecommunication providers as a condition of access to or use of the City's ROW (35 ILCS 635/30). The Act prohibits municipalities—including home rule communities—from requiring telecommunications providers to pay such fees, even by agreement. The simplified municipal telecommunications tax authorized by State statute (see 35 ILCS 636/5-1 et seq.) is intended to compensate municipalities for the regulatory costs associated with telecommunications infrastructure in public ROW's, and other charges or fees are expressly preempted (See 35 ILCS 636/5-5, 5-60(c)). Additionally, the Act prohibits both home rule and non-home rule municipalities from regulating the manner in which telecommunications facilities in the ROW may be shared by or between telecommunications providers (35 ILCS 635/30).

The objective of the State Statue regarding these types of installations is to strike a balance between preserving the character of the community through careful design and installation, while enhancing the ability of communications carriers to deploy communications support structures in the City quickly, effectively, and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust communications availability.

Recommendation

It is City staff's recommendation to approve an Agreement for use of Right-of-Way between the City of Crystal Lake and Everstream, and to authorize the Interim City Manager to execute said agreement. Special counsel has reviewed and approved this agreement.

Votes Required to Pass:

Simple majority vote of the City Council

Res. No.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS GRANTING TO EVERSTREAM GLC HOLDING COMPANY LLC, A NON-EXCLUSIVE AGREEMENT FOR THE USE OF RIGHT-OF-WAY FOR INSTALLATION, OPERATION, AND MAINTENANCE OF FIBER OPTIC CABLE; AND IMPOSING CONDITIONS, OBLIGATIONS, AND RESTRICTIONS UPON THE USE OF THE PUBLIC RIGHTS-OF-WAY.

WHEREAS, the City of Crystal Lake ("City") is authorized to regulate its streets, alleys and public utility easements, and to grant, renew, deny, amend and terminate permits for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Crystal Lake City Code, and by virtue of state statutes, by the City's home rule and police powers, its authority over the City's public right-of-way, and its other governmental powers and authority; and

WHEREAS, Everstream GLC Holding Company LLC, (the "Everstream") desires the ability to install, operate, maintain and repair cable containing bundles of optical fibers and related equipment and facilities that are routed through underground conduits and/or attached to above-ground utility poles, ("Fiber Optic Cable") within the City's rights-of-way; and

WHEREAS, the City and Everstream desire to enter into a Use of Right-Of-Way Agreement granting Everstream the right to install and maintain its Fiber Optic Cable (the "Agreement") on public property all within the City of Crystal Lake (the "Agreement Route"); and

WHEREAS, Everstream desires a Use of Right-Of-Way Agreement for a term of twenty (20) years, which agreement would be subject to renewal only by mutual agreement and in accordance with then-applicable law; and

WHEREAS, the Mayor and City Council have determined that it will be beneficial to the City to approve an Agreement with Everstream.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Crystal Lake, Illinois, as follows.

SECTION 1. Everstream is hereby granted a non-exclusive authorization to construct, operate, and maintain Fiber Optic Cable equipment within the City's rights-of-way subject to the terms and conditions of the Agreement between the City and Everstream in substantially the form attached hereto as Exhibit A.

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SECTION 2: That the Interim City Manager is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City of Crystal Lake, a Use of Right-Of-Way Agreement for the term of twenty (20) years between the City and Everstream, in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, providing for the installation of Everstream's Fiber Optic Cable in the City.

SECTION 3: That the Interim City Manager or his designee is hereby authorized and directed to negotiate any additional terms and conditions or minor modifications to the Agreement as may be determined to be in the best interests of the City, provided that such terms, conditions, or modifications are substantially consistent with the purpose and intent of attached Agreement and this Resolution.

SECTION 4: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

DATED this 6th day of September, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 6, 2022
APPROVED: September 6, 2022

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EXHIBIT A

USE OF RIGHT-OF-WAY AGREEMENT

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USE OF RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF CRYSTAL LAKE AND EVERSTREAM GLC HOLDING COMPANY LLC

This Use of Right-of-Way Agreement ("Agreement") is entered into this ___day of ____, 2022 by and between the City of Crystal Lake, an Illinois municipal corporation ("City") and Everstream GLC holding company LLC ("Everstream"), a Delaware limited liability company (collectively "Parties").

RECITALS

WHEREAS, City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Crystal Lake; and

WHEREAS, Everstream is an interexchange carrier and local exchange carrier as designated by the Illinois Commerce Commission; and

WHEREAS, Everstream desires the ability to install, operate, maintain and repair cable containing bundles of optical fibers and related equipment and facilities that are routed through underground conduits and/or attached to above-ground utility poles, ("Fiber Optic Cable") within the right-of-way for the purpose of providing telecommunication services, as authorized by the Illinois Commerce Commission, subject to the requirements of this Agreement; and

WHEREAS, City is authorized to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate permits for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Crystal Lake City Code, and by virtue of federal (47 U.S.C. §253) and state statutes, by the City's home rule and police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, the City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Everstream permission to install, operate, maintain and repair Fiber Optic Cable within the City's right-of-way;

WHEREAS, Everstream agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Everstream in the City right-of-way, and to comply with such other mapping requirements as City may establish from time to time; and

WHEREAS, Everstream will secure all permits required by the City for the placement of its Fiber Optic Facilities within City right-of-way, as well as any necessary private property rights; and

WHEREAS, Everstream has agreed to comply with the City's regulations and procedures for facilities within City rights-of-way, including Chapter 427 of the City Code, as may be amended from time to time;

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NOW THEREFORE, for and in consideration of the foregoing, and the covenants and agreements contained herein to be kept and performed by Everstream, and for other good and valuable consideration, the City hereby grants to Everstream permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

SECTION 1. Permission to Use Right-of-Way

1.1 Subject to the provisions contained within this Agreement, the Crystal Lake City Code, and Illinois and federal law, the City hereby grants to Everstream a non-exclusive authorization to use the designated portions of the City right-of-way ("ROW") to install and maintain Fiber Optic Cable for telecommunications purposes, subject to and conditioned upon the terms of this Agreement and Everstream full, timely, complete, and faithful performance of all obligations to be performed or required hereunder by Everstream , and Everstream hereby accepts the terms and conditions of this Agreement.

1.2 Subject to the terms of this Agreement, Everstream shall be permitted to install and maintain Fiber Optic Cable along the route generally shown on Attachment A hereto ("Route"). Everstream may modify and expand its route from time to time by submitting permit applications to the City. At all times during the term of this Agreement, Everstream shall maintain on file with the City current, accurate information regarding the location of Everstream Fiber Optic Cable.

1.3 This Agreement does not, and shall not be construed to, grant Everstream a cable television license or franchise within the City's boundaries.

1.4 If Everstream ever obtains or seeks federal, state or local approval to provide a cable system or open video system over the Fiber Optic Networks within the City, this Agreement shall remain in effect according to its terms, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise.

1.5 Everstream shall comply with all applicable federal, state, and local laws and regulations [including, but not limited to, the City Code and all other applicable ordinances of the City and regulations of the Federal Communications Commission ("FCC") or the Illinois Commerce Commission ("ICC")], as the same may be amended from time to time, in the exercise and performance of its rights and obligations under this Agreement.

SECTION 2. Non-Exclusive Rights/Priority Rights

2.1 This grant is not exclusive, and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation.

2.2 Any and all rights granted to Everstream shall be subject to the prior and continuing rights of City to use the ROW exclusively or concurrently, to regulate use of the ROW, to allow use of the ROW by any other person or persons, and to install and maintain the City's own facilities. Nothing in this Agreement shall be construed to grant, convey, create or vest in Everstream any fee, leasehold, easement, or other real property interest in the ROW or any other City property.

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2.3 Any right or privilege claimed pursuant to this Agreement by Everstream for any use of any public ROW shall be subordinate to: A) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; B) any prior lawful occupancy or use thereof by any other person; and C) any pre-existing easements, dedications, conditions, covenants, restrictions, encumbrances, and claims affecting the ROW.

2.4 Everstream acknowledges that there may now or in the future exist all manner of work and improvements upon the ROW ("Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or other dealing with any or all of the following, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the right-of-way that the City may permit from time to time.

2.5 Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities, the ROW, or any Competing Activities, and for that purpose to require Everstream, at no expense to the City, to remove, relocate or abandon in place Everstream Fiber Optic Cable in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Everstream, however caused, because of damage, modification, alteration, or destruction of its Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations and upon notice to Everstream of the City's work.

SECTION 3. Notice of Other Users

3.1 Everstream may enter into contracts with unrelated third parties ("Users") in the ordinary course of Everstream's business for use of the Fiber Optic Cable within the portions of the ROW subject to this Agreement. Such contracts ("User Contracts") shall be subject to all requirements and provisions of this Agreement and the following:

3.1.1 No person shall transmit data over the Fiber Optic Networks or otherwise use the Conduit System(s) except under a User Contract with Everstream.

3.1.2 Such User(s) shall not perform any construction, maintenance, repair or other work of any kind in the ROW related to the Fiber Optic Cable. All User Contracts shall prohibit such User(s) from performing any construction, maintenance, repair or other work of any description in the ROW related to the Fiber Optic Cable, except as authorized by a City permit or agreement.

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SECTION 4. Description of the Fiber Optic Facilities Routes

4.1 Everstream's planned Route for the Fiber Optic Cable is generally depicted on Attachment A hereto.

SECTION 5. Regulatory Conditions Relating to Right-of-Way Usage and Work within the Right-of-Way.

5.1 Everstream shall be solely responsible for completing or causing completion of any work within the ROW pursuant to this Agreement, including any work performed by Everstream employees, agents, contractors or subcontractors (collectively "Contractors"), in accordance with the terms of this Agreement, including but not limited to the following requirements:

5.1.1 The Fiber Optic Cable shall be constructed, installed, operated, repaired, and/or maintained in accordance with all applicable provisions of the Crystal Lake City Code, all other applicable laws and regulations, and industry-standard best practices. Everstream shall be solely responsible for any and all acts, errors, omissions and negligence of its Contractors.

5.1.2 Everstream shall apply for and obtain City ROW construction permits in accordance with Chapter 427 of the City Code and all other permits as may be required by federal, state, or local law prior to commencing any work within the ROW. Everstream shall be responsible for strict compliance with all such permit terms and conditions and approved plans. The City's review and approval of such permit applications shall not be unreasonably withheld or delayed.

5.1.3 Everstream shall construct, install, operate, maintain, upgrade and remove the Fiber Optic Cable so as to interfere as little as possible with traffic, existing utility facilities, and other facilities and uses within or adjacent to the ROW or any utility easement as determined and directed by the City Engineer or designee.

5.1.4 Everstream shall not interfere with the optimum effective use or operation of fire, emergency, or other communications equipment, methodology or technology (i.e., voice or other data carrying receiving or transmitting equipment). If such interference should occur, Everstream shall immediately discontinue using the equipment, methodology or technology that causes the interference until Everstream takes corrective measures to eliminate such interference. Any such corrective measures shall be made at no cost to City.

5.1.5 Everstream shall comply with all generally-applicable policies and regulations established by the City from time to time relating to telecommunications service facilities and operations within the ROW, including but not limited to policies for the coordination of multiple permittees or utility providers operating within a ROW segment.

5.1.6 Everstream and the Fiber Optic Cable shall be subject to the City's exercise of its police powers, regulatory authority, and other powers as the City may exercise from time to time. The City shall have continuing jurisdiction and supervision over any facilities located within or on the

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City ROW. Daily administrative, supervisory, and enforcement responsibilities shall be delegated and entrusted to the City Manager or designee to interpret, administer and enforce the provisions of this Agreement.

5.1.7 Any new underground Fiber Optic Cable placed in the ROW will be constructed using industry standard boring and trenching construction methods and materials as approved by the City Engineer. Material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Everstream and/or its Contractors will install any new conduit and access points (manholes/pull boxes) using industry standard practices and in full compliance with the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction as amended (hereinafter referred to as "IDOT Standard Specifications") and the City of Crystal Lake Engineering Development Standards. Additionally, all Fiber Optic Cable installations shall comply with Chapter 427 of the Crystal Lake City Code, as may be amended from time to time.

5.1.8 The City shall have the right to inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to meet any requirements of law or terms of this Agreement during the course of construction. All work within the ROW shall be subject to final inspection and approval by the City.

5.1.9 Everstream shall maintain reasonable access to all properties adjoining the ROW during construction activities and other operations pursuant to this Agreement, except to the extent that the owner or other person having lawful control of such adjoining property agrees in writing to access closure. If any property's access will be modified or impaired by Everstream activities or operations, Everstream shall provide at least ten (10) days' advance written notice to the owners or other persons having lawful control of such property, If an emergency requires activity without such advance written notice, then Everstream shall use commercially reasonable efforts to provide actual notice to the owners or other persons having lawful control of the adjoining property as soon as practicable. Upon request, Everstream shall promptly furnish to the City copies of all such notices or access agreements.

5.1.10 Whenever Everstream or its Contractors shall cause any opening or alteration to be made for any purpose in any public streets or public places, the opening or alteration shall be completed and restored with due diligence within seven (7) business days unless otherwise authorized by the City. Everstream shall, upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Everstream or its Contractors to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

5.1.11 Everstream and/or its Contractors shall, during construction, maintain the ROW and all work sites in a safe, neat, and clean condition. Upon completion of any phase or segment of construction, Everstream shall promptly remove all temporary construction facilities, debris, and unused materials and restore the ROW in accordance with Section 12 of this Agreement.

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5.1.12 Everstream and its Contractors shall be solely and completely responsible for the conditions of its own job site(s) where Fiber Optic Cable is being placed, modified, or maintained by Everstream or its contractor(s), including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Everstream's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Everstream from compliance with these provisions.

SECTION 6. Plan Approval, Permits, and Inspection.

6.1 No Fiber Optic Cable shall be installed, constructed, modified, located on, or attached to any property within the City until Everstream has applied for and received all required permits from the City.

6.2 Prior to beginning any work pursuant to this Agreement, Everstream shall submit applications for all required City permits ("Permit Applications") together with all information, project details, plans, and specifications necessary for City review and approval. If Everstream desires to change the location of, or otherwise modify, any portion of Fiber Optic Cable system, including any related facilities or equipment, from that set forth in the initial Permit Application, Everstream shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

6.3 City will approve or deny Permit Applications based on the availability of space at the location sought by Everstream, safety, and other considerations in accordance with applicable City ordinances and policies and this Agreement.

6.4 Everstream may install the Fiber Optic Cable in multiple phases as agreed upon by Everstream and the City and as authorized by permit. Everstream will cooperate with the City to minimize inconvenience to the citizens of the City and others who use the City ROW in planning, phasing, and sequencing project segments.

6.5 Everstream installation of Fiber Optic Cable shall be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation, including co-location along Everstream Route; provided, however, that nothing herein shall require Everstream to incur any materially additional expense to accommodate common installations.

6.6 Although the exact placement and location of any additional Fiber Optic Cable shall be determined by City through the permit process, Everstream has expressed its intent and City has expressed its desire to have any Fiber Optic Cable installed outside of the paved street areas whenever such location is feasible and reasonable. Further, if it is the intent and desire of Everstream for the Fiber Optic Cable conduits to be placed by directional boring under streets, when feasible and reasonable, bore profiles based on vacuum pothole information shall be part of the engineered plans submitted to the City. Arterial streets shall not be bored unless approved by

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the City Engineer. In the event that a street opening in pavement cannot be avoided, Everstream agrees to pay a fee in accordance with the Crystal Lake City Code.

6.7 Everstream shall identify and provide contact information for an authorized representative, such as a project manager, who shall be the designated contact person for the City during any construction periods.

6.8 Traffic Control.

6.8.1 Everstream shall be responsible for providing traffic control that complies with the requirements of this Agreement, the City of Crystal Lake Construction Details and Standards, and the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD) and the IDOT Standard Specifications (collectively the "Traffic Control Specifications"). In the event of a conflict between any of the Traffic Control Specifications, the most restrictive manual shall apply.

6.8.2 At least five business days prior to beginning any work within the ROW for which traffic control measures are necessary (as determined by the City), Everstream shall submit an application to the City for a traffic control permit and prepare and submit a proposed traffic control plan ("Traffic Control Plan") to ensure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Everstream shall not begin construction until the Traffic Control Plan is approved by the City.

6.8.3 Following the City's approval of the Traffic Control Plan and permit, Everstream and the City shall conduct a pre-construction conference, which shall include review of the approved Traffic Control Plan and implementation measures. At that time, Everstream shall designate an individual who is well qualified and experienced in construction traffic control and safety to be responsible for implementing and monitoring the Traffic Control Plan. The City shall also designate a representative to oversee Everstream implementation of the Traffic Control Plan.

6.8.4 Everstream shall be responsible for implementing the Traffic Control Plan. Everstream shall pay any and all applicable barricade fees.

6.8.5 A copy of the approved Traffic Control Plan shall be maintained onsite during all phases of construction. Any alterations to the Traffic Control Plan must be approved by the City and comply with the Traffic Control Specifications.

6.8.6 In the event Everstream or its Contractors damage any traffic signal equipment, traffic signal conduit, loop detectors and/or circuits, the City may, at its election, either (i) repair such damage and bill Everstream for the repair costs, which costs shall be paid by Everstream within thirty (30) days or (ii) direct Everstream to repair the damage immediately at Everstream expense by an electrical contractor who has had traffic signal experience and who is pre-approved by the City.

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6.8.5 In the event of any street, alley, or sidewalk closures, Everstream shall provide at least five (5) days' advance written notice to all adjacent or affected residents or businesses.

6.8.6 Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by the City Engineer or designee.

6.9 "One Call" Utility Locations System (JULIE). Everstream and its Contractors shall comply with the Illinois "One Call" Utility Location System ("JULIE") and participate as a member of the JULIE system with the necessary records and persons to provide location service of the Fiber Optic Cables upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer. The City shall have no obligation to mark the location of Everstream facilities. The City shall have no obligation to alert Everstream to proposed work by itself or other, other than as a participating member of the JULIE system.

SECTION 7. Hazardous Substances

Everstream's and its Contractors' activities upon or about the ROW shall be subject to the all applicable federal, state, county, and local laws and regulations, including those pertaining to environmental protection and to hazardous or toxic wastes and substances (collectively "Toxic Substances"), including reporting requirements.

7.1 Everstream and/or its Contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW; provided, however, that the following shall not be deemed Toxic Substances if handled and stored in accordance with all applicable laws:

7.1.1 Ordinary gasoline, diesel fuel, or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery.

7.1.2 Electric backup batteries.

7.2 In addition to, and without limitation of any other indemnities or obligations, Everstream shall pay any damages incurred and indemnify, defend, and hold City and its elected and appointed officials, agents, employees and insurers harmless against any claims, losses, or liabilities incurred by reason of any Toxic Substance used or disposed by, or any environmental hazard or contamination caused by or attributable to, Everstream and/or its Contractor(s).

7.3 Everstream and/or its Contractors shall immediately notify City if any Toxic Substance is used or discovered upon the ROW. Everstream shall not be responsible for Toxic Substances that may exist in the ROW if Everstream, its Contractors, and/or any other persons using the ROW on Everstream's behalf under this Agreement did not do any of the following:

7.3.1 Participate in the Toxic Substance coming to the ROW;

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7.3.2 Fail to immediately report the Toxic Substance to City;
7.3.3 Participate in spreading or otherwise disturbing the Toxic Substance; or
7.3.4 Exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

7.4 Everstream understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Everstream acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

7.5 Within twenty-four (24) hours after any violation by Everstream and/or by its Contractors of this Agreement pertaining to Toxic Substances, Everstream shall give City notice reporting such violation.

SECTION 8. On-Call Assistance

8.1 Everstream shall be available to staff employees of any City department having jurisdiction over Everstream's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Network. City may contact by telephone the network control center operator at the following phone number (Jefin Stephen 847-707-6829) regarding such problems or complaints, and may use that number in order to reach Everstream at any time for any emergency matter. Everstream shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Everstream shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Everstream will immediately notify City if there is a change in the telephone number listed in this section.

SECTION 9. Mapping Requirement

9.1 Everstream shall create, and update as appropriate, accurate maps and as-built drawings of its Fiber Optic Cable system, including horizontal and vertical locations of all facilities and equipment located within the ROW ("As-Built Drawings"). Within ninety (90) days following completion of any work pursuant to this Agreement, Everstream shall furnish copies of the current As-Built Drawings to the City in both hard copy and an electronic format as specified by the City Engineer for compatibility with the City's electronic mapping system. Everstream shall also maintain precise, up-to-date maps of the overall Fiber Optic Cable system and Route.

SECTION 10. Relocation; Emergency Repairs

10.1 Everstream shall relocate, at no expense to the City, any Fiber Optic Cable or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City or other governmental project whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, Everstream shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-

day period, Everstream shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

10.2 If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such actual relocation costs by drawing upon the security required by this Agreement pursuant to Section 21 or the performance bond pursuant to Section 20.

10.3 The parties acknowledge there may be instances when Everstream is required to make unscheduled repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities. Everstream may apply for annual City permits to cover unplanned maintenance and emergency repairs. In such event, Everstream shall comply with all terms and conditions of such annual permits, including any requirements to provide notice to the City before or after undertaking unplanned maintenance or emergency repairs.

SECTION 11. Expansion or Extension of the Current Use Area

11.1 Everstream agrees that any expansions and/or extensions beyond the current Route shall be at all times governed by the terms and conditions of this Agreement.

SECTION 12. Damage to Public Property; Restoration.

12.1 In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Everstream's Fiber Optic Cable is required or permitted hereunder, and such installation, removal or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, Everstream, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, to as good a condition as before the disturbance and in accordance with applicable laws, normal wear and tear excepted, in a manner reasonably satisfactory to the City Engineer or designee. For any pavement cuts made by Everstream, Everstream shall be responsible to restore the pavement in a manner reasonably satisfactory to the City Engineer. If Everstream does not repair any damage or disturbance in accordance with this Section, then the City shall have the option, upon ten (10) business days' prior written notice to Everstream, to perform or cause to be performed all reasonable and necessary work on behalf of Everstream and to charge Everstream for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. If the City charges Everstream based upon the proposed costs and such proposed costs are less than the actual costs incurred by the City, Everstream shall pay the City the difference; if the proposed costs are greater than the actual costs incurred by the City the City shall pay Everstream the difference.

12.2 Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Everstream, such

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reasonable and necessary work on behalf of Everstream to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, in a manner reasonably satisfactory to the City Engineer or designee. The City shall provide written notice to Everstream of the repairs as soon as practicable.

12.3 Upon the receipt of any demand for payment by City in accordance with this Agreement, Everstream shall, within thirty (30) days, reimburse City for such costs. If Everstream fails to pay any amounts owed to the City by the date due, then Everstream shall incur interest on the amounts owed at the rate of one percent (1%) per month.

SECTION 13. Reserved

SECTION 14. Public Safety/Public Emergency

14.1 If any of Everstream's Fiber Optic Cable or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the ROW or perform City' s utility, public safety and/or other public health, safety and welfare functions, then Everstream shall immediately remedy the hazard, comply with City's request to secure the route area, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment.

14.2 In the event of a public emergency as determined by the City, neither the City nor any agent, contractor or employee of the City shall be liable to Everstream or its Contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding (including severing, disrupting, removing, tearing out, digging up or otherwise damaging or destroying the Fiber Optic Cable) to such public emergency. When practical and if possible, City will consult with Everstream in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or the Fiber Optic Cable involved._ Everstream will be responsible for repair at its sole expense of any of its Facilities damaged pursuant to any such action taken by City related to the public emergency.

SECTION 15. Effective Date and Validity of Agreement

15.1 This Agreement is effective upon the date of its approval and execution by both parties ("Effective Date").

15.2 Both parties were represented throughout the negotiations of this Agreement by their own attorneys and had the opportunity to consult with their own attorneys about their rights and obligations regarding this Agreement. This Agreement shall be construed without regard to the party responsible for its drafting. Additionally, Everstream acknowledges and accepts the right and authority of City to execute this Agreement and to enforce the terms herein.

SECTION 16. Term

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16.1 This Agreement shall continue in force for a period of twenty (20) years after the Effective Date unless sooner terminated as provided in this Agreement. Nothing in this Agreement shall be construed to grant any automatic extension, renewal, or replacement hereof.

SECTION 17. Reserved.

SECTION 18. ReservedSECTION 19. Taxes

19.1 Everstream shall pay all applicable local, state, and federal taxes that apply to the Fiber Optic Cables, Everstream use of the ROW, and any of Everstream's operations or facilities relating to this Agreement in the manner required by law.

SECTION 20. Performance Security.

20.1 Prior to receiving any permit to construct, install, maintain or perform any work on the ROW or other public property, Everstream shall establish a security fund with the City to secure performance of the permitted work (the "Performance Security"). The Performance Security shall be in the form of a surety bond or unconditional letter of credit in a form acceptable to the City and meeting the minimum requirements and amounts set forth in Section 427-10 of the City Code, as may be amended from time to time. The Performance Security shall be held and may be drawn upon by the City, and shall be maintained and replenished as necessary by Everstream, all in accordance with Section 427-10 of the City Code, as amended from time to time.

SECTION 21. Reserved.

SECTION 22. Insurance

22.1 Everstream shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain insurance that complies in all respects with Section 427-8 of the City Code, as may be amended from time to time.

22.2 Upon execution of this Agreement, Everstream shall furnish to City certificates of insurance issued by Everstream's agent or broker as evidence that policies providing the required coverages, conditions, and limits required by this Agreement and Section 427-8 of the City Code are in full force and effect, which certificates shall be in a form acceptable to the City.

22.3 Upon request, City shall have the right to review, within ten (10) business days following such request, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in McHenry County, Illinois. City shall not be obligated, however, to review same or to advise Everstream of any deficiencies in such policies and endorsements, and such receipt shall not relieve Everstream from, or be deemed a waiver of City's right to insist on, strict fulfillment of Everstream's obligations under this Agreement.

22.4 Copies of the certificates of insurance, policies, and any notices required or permitted to be given under this Section 22 shall be sent to:

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City of Crystal Lake
Attn: Risk Management
100 W. Woodstock Street
Crystal Lake, IL 60014

With a Copy to:
City of Crystal Lake
Attn: City Engineer
100 W. Woodstock Street
Crystal Lake, IL 60014

SECTION 23. Indemnity.

23.1 Everstream acknowledges that it is responsible and liable for any and all claims that may arise relating to its Fiber Optic Cable within the public ROW, its use of the ROW and its exercise of its rights under this Agreement directly or through its Contractor(s). To the fullest extent permitted by law, Everstream, shall defend, indemnify and hold harmless the City, and its its elected and appointed officials and officers, employees, agents, representatives, insurers and attorneys, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, injuries, expenses, and costs, including but not limited to, reasonable attorney's fees incurred through all appeals (collectively "Claims") proximately caused by the negligent, careless, or wrongful acts, errors, mistakes, omissions, or misconduct of Everstream or its affiliates, employees, agents, representatives, Contractors, or subcontractors in or relating to Everstream's performance of this Agreement including its construction, maintenance, or operation of the Fiber Optic Cables or other facilities; occupancy or use of the ROW or other public property; or providing or offering service over such facilities, whether such actions or omissions are expressly authorized, allowed, or prohibited by this Agreement or the City Code; provided, however, that Everstream's indemnity and defense obligations hereunder shall not apply to any Claims proximately caused solely the City's negligence, misconduct, or breach of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Everstream, its agents, employees or representatives to fulfill Everstream's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or nondelegable duty.

23.2 The provisions of Section 23 shall not be dependent or conditioned upon the validity of this Agreement, but shall be and remain a binding right and obligation of the City and Everstream even if part or all of this Agreement is declared null and void in a legal or administrative proceeding, and such obligation shall survive the expiration or termination of this Agreement. It is the intent of Everstream and the City upon the effective date of this Agreement that this Section serves as a declaration and shall be a binding obligation of and inure to the benefit of Everstream and the City

and their respective successors and assigns, if any. Any failure by Everstream to fulfill its obligations under this Section 23 shall be considered a material breach of this Agreement.

23.3 The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

23.4 To the extent any provision of this Section is not fully enforceable against Everstream for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

SECTION 24. Limitation of Liability

24.1 The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Everstream or to its affiliates or customers for any interference with or disruption in the operations of Everstream Fiber Optic Cable or the provision of services, or for any damages arising out of or materially related to Everstream's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

24.2 Everstream also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.

24.3 Everstream shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Illinois law to issue this Agreement.

SECTION 25. Transferability of Agreement

25.1 This Agreement is personal to Everstream and therefore the rights, privileges and Authorization granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Everstream, either by act of Everstream or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Everstream shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Crystal Lake City Code or this Agreement, whether arising before or after the date of transfer. The sale of all or substantially all ownership interest of Everstream, or corporate consolidation and or merger shall not constitute an assignment or transfer under this Agreement.

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25.2 The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Permittee.

25.3 Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement or any City permit, nor relieve Everstream of its obligations hereunder. City may, in its sole discretion and in addition to all other lawful remedies available to City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Everstream and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive City's consent.

SECTION 26. No Third Party Beneficiaries

26.1 No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Everstream's construction of improvements, Everstream's negligence, Everstream's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Everstream), or otherwise as a result of the existence of this Agreement.

SECTION 27. Penalties for Violation of Terms

27.1 In the event that Everstream breaches this Agreement, the City may pursue any remedy at law or equity and may withhold any City permits or authorizations until Everstream cures such breach.

27.2 Such remedies are cumulative and may be pursued in the alternative.

SECTION 28. Revocation/Termination

28.1. Any permit granted pursuant to or in accordance with this Agreement may be revoked and/or terminated prior to its date of expiration as provided in the City Code or for any of the following additional reasons:

28.1.1. Everstream fails to comply with the material terms and conditions of this Agreement or applicable law, including but not limited to failing to maintain any insurance, security fund, and/or performance security and fails to correct the same after notice and opportunity to cure.

28.1.2. Everstream fails to make any payment in the amounts and at the time specified in this Agreement after the appropriate notice.

28.1.3. Everstream ceases doing business in the City.

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28.1.4. Everstream fails to provide current, accurate As-Built Drawings or maps showing the location of all Fiber Optic Cables installed or constructed in the City.

28.1.5. Everstream is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the City, threaten the financial viability of Everstream as a going concern, or if there is any similar action that affects Everstream's capability to perform its obligations under this Agreement.

28.1.6. Everstream fails to obtain or maintain any licenses, permits, or other governmental approvals or to timely pay any applicable taxes pertaining to the Fiber Optic Cables or Everstream's use or occupancy of the ROW.

28.1.7. A court has issued an injunction that in any way prevents or restrains Everstream use of any portion of the ROW and remains in force for a period of at least thirty (30) consecutive days.

28.1.8. Everstream is unable to use any substantial portion of the ROW for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, flood, or other natural disaster or similar casualty.

28.2. If the City determines that Everstream is in material breach of any requirement, term, or provision of this Agreement, the City shall send written notice to Everstream identifying such breach or defect in performance, and Everstream shall have sixty (60) days in which to cure such breach or defect. If Everstream fails to cure the breach or defect in performance within such 60-day period, the City may immediately terminate this Agreement upon written notice to Everstream and pursue any other remedies available pursuant to this Agreement or in law or equity.

28.3 Notwithstanding the notice-and-cure period provided by Section 28.2, the City may terminate this Agreement immediately upon notice to Everstream (without opportunity to cure) if Everstream is in breach of the Agreement: (i) as a result of intentional misconduct or violation of criminal law, (ii) as part of a pattern of repeated and persistent breaches for which Everstream has previously received notice and opportunity to cure; or (iii) in a manner that objectively poses an immediate threat to public health, safety, or welfareas determined by the City.

28.4 Everstream may terminate this Agreement at any time during its term by providing the City with ninety (90) days' written notice and provided that Everstream remove all of its Fiber Optic Cables and related facilities from public property and the ROW in a manner satisfactory to the City Engineer, unless the City agrees in writing to allow Everstream to abandon part or all of its facilities in place. If the City agrees to allow Everstream to abandon its Facilities in place, the ownership of such Facilities, including everything permitted by City to be abandoned in place, shall transfer to City, and Everstream shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

SECTION 29. Reserved.

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SECTION 30. Notice

30.1 All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, or by facsimile transmission showing a valid delivery receipt if a hard copy of the same is followed by delivery through the U.S. mail or by private delivery systems, addressed as follows:

City of Crystal Lake:

City of Crystal Lake
City Engineer
100 W. Woodstock Street

Crystal Lake, IL 60014
Phone: (815) 459-2020
Fax: (815) 479-1647

With copy to:

City of Crystal Lake
City Manager
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: (815) 459-2020
Fax: (815) 459-3780

Everstream GLC Holding Company LLC
1228 Euclid Ave
Suite 250
Cleveland, OH 44115
Attn: General Counsel

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30.2 Notices shall be deemed sufficiently given and served upon the other party if delivered by facsimile transmission (provided with respect to facsimile that such transmissions are received on a business day during normal business hours), the first business day after deposit if sent by private overnight delivery service, and the fifth business day after deposit in U.S. Mail.

30.3 Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above.

30.4 Everstream shall notify the City within thirty (30) business days of any change in mailing address.

SECTION 31. Governing Law

31.1 It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of McHenry County, Illinois.

SECTION 32. Partial Invalidity

32.1 If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable or preempted.

SECTION 33. No Warranty

33.1 The issuance of any permit or other authorization by the City pursuant to this Agreement is not a representation or warranty, nor shall the City be liable for any damages or injuries that may be sustained as a result of its issuance of any such permit or authorization. Everstream acknowledges and agrees that the City does not warrant the condition or safety or its ROW or the premises surrounding the same, and Everstream hereby assumes all risks or any damage, injury or loss of any nature whatsoever caused by or in connection with the use of any City ROW subject to the provisions of this agreement.

SECTION 34. Non-Waiver

34.1 Everstream shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 35. Remedies Not Exclusive

35.1 The remedies set forth in this Agreement are not exclusive. Election of one remedy, including assessment of liquidated damages, does not preclude the use of other remedies.

SECTION 36. Force Majeure

36.1 With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Everstream, such violation or non-compliance shall be excused where such violation or non- compliance is the result of acts of God, war, terrorist attack, civil disturbance, strike or other labor unrest, , or other events, the occurrence of which was not reasonably foreseeable by Everstream and is beyond its reasonable control.

SECTION 37. Survival of Liability

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37.1 All warranties and indemnity obligations of Everstream as provided in this Agreement shall survive termination of this Agreement.

SECTION 38. Complete Agreement

38.1 This Agreement, including any Exhibits which are attached hereto and hereby incorporated into this Agreement, constitutes the entire agreement between the parties with respect to the subj ect matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

This Agreement executed this _____ day of _____, 2022.

City of Crystal Lake
An Illinois Municipal Corporation

By: _____
Eric T. Helm, Interim City Manager

Everstream GLC Holding Company LLC

By: _____
Greg Meinczinger, Exective VP, Operations

ATTEST:

By: _____
Nick Kachiroubas, City Clerk

Before me, the undersigned Notary Public, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a Corporation, who acknowledged this Acceptance as the free and voluntary act of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____day of_____, 2022, at _____.

{SEAL}

_____
Notary Public

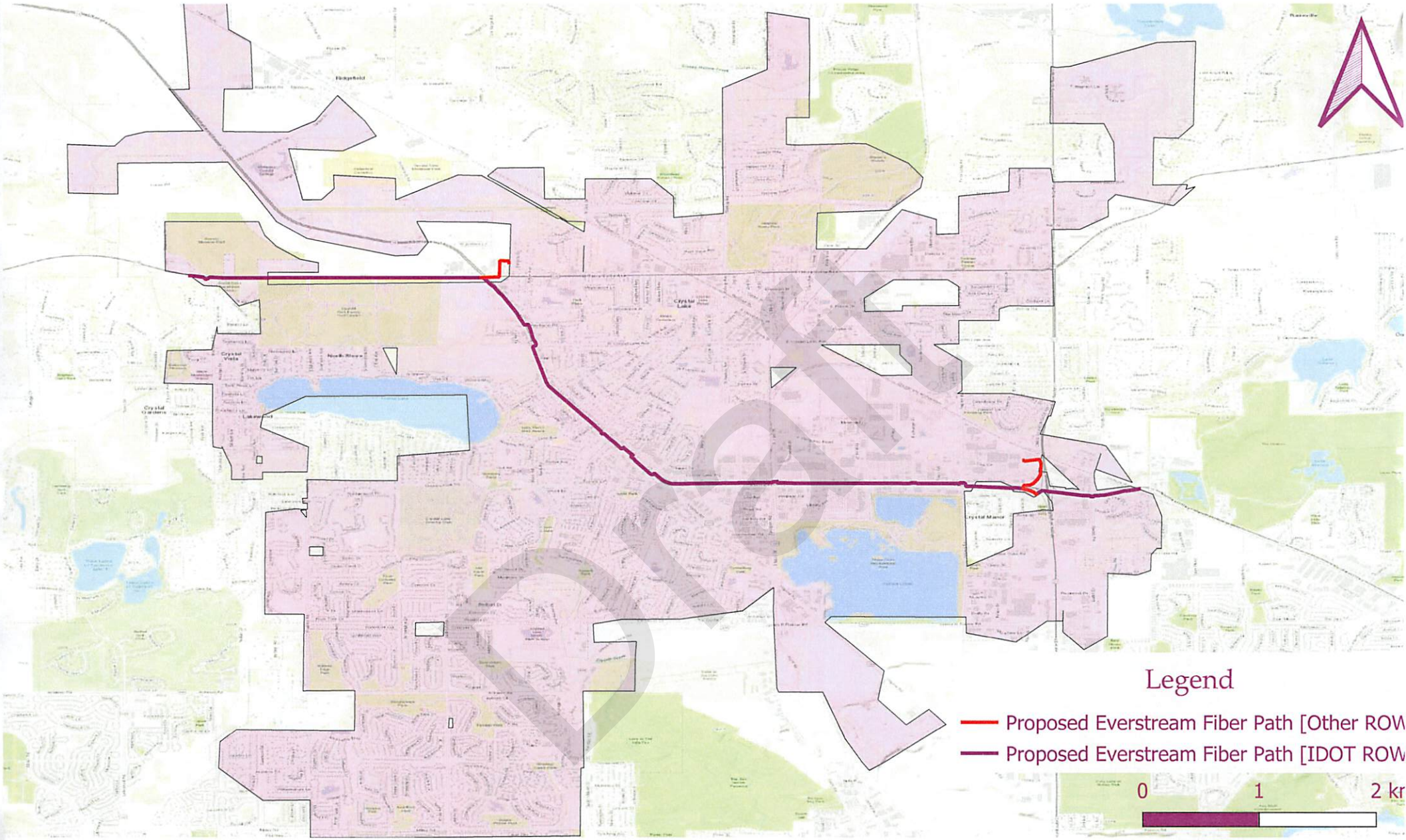
Printed Name: _____

My Commission Expires: _____

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ATTACHMENT A - Route Map Within Crystal Lake City Limits

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everstream®

FASTER FIBER. BETTER BUSINESS.®

Map & GIS Data Prepared By:
Amanda Vander Kelen, GIS Specialist

Proposed Crystal Lake Network

Everstream GLC Holdings, LLC
1228 Euclid Ave #250, Cleveland, OH 44115

CITY OF CRYSTAL LAKE, ILLINOIS · INCORPORATED SEPTEMBER, 1914 ·

ATTACHMENT B
Insurance Certificate

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Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: Resolution Designating Interim City Manager

Staff Recommendation: If the City Council is so inclined, a motion to approve the Resolution designating an Interim City Manager

Staff Contact: Julie Meyer, Director of Human Resources
Victor Filippini, Special Counsel

Background:

Effective September 2, 2022, long-time City Manager Gary Mayerhofer will retire from his service to the City. In order to afford the City Council sufficient time to decide on the selection of a successor to Gary, members of the City Council have expressed a desire to designate Deputy City Manager Eric Helm to serve as Interim City Manager.

According to Section 5-3-7 of the Illinois Municipal Code provides: "In the case of the absence or disability of the manager, the council or village board may designate a qualified administrative officer of the municipality to perform the duties of the manager during such absence or disability." 65 ILCS 5/5-3-7. The term "absence or disability," however, relates to the *incapacity* of the City Manager to perform his or her duties, not the City Manager's retirement. As such, the designation of an Interim City is the recommended "next step" for the City Council.

The attached resolution will designate the City's Deputy City Manager Eric Helm as the Interim City Manager for a "Transition Period," which the resolution defines as the 90-day period following Gary's retirement, or until a new City Manager is appointed. The resolution will also allow the City Council to amend or repeal the resolution at any time. This will preserve the Council's full discretion without the need to re-visit the Interim City Manager matter unless the Council so desires. The resolution also provides for special compensation to Eric while he serves as Interim City Manager.

By designating Eric as the Interim City Manager, he will retain his position as Deputy City Manager, but he will exercise all authority and be responsible for all duties of the City Manager as set forth in the City Code and State law. Upon appointment of a new City Manager, Eric will resume his duties as Deputy City Manager, unless he is appointed the new City Manager.

Vote Required to Pass:

Simple majority.

Res. No. xxxx
File No. xxx

The City of Crystal Lake Illinois

RESOLUTION DESIGNATING DEPUTY CITY MANAGER ERIC HELM AS INTERIM CITY MANAGER

WHEREAS, the City of Crystal Lake (the "***City***") is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6, that operates pursuant to the Council-City Manager form of government; and

WHEREAS, longtime City Manager Gary Mayerhofer has retired from the City as of September 2, 2022; and

WHEREAS, the Mayor and City Council (the "***City Council***") are responsible for appointing a new City Manager to succeed Mr. Mayerhofer; and

WHEREAS, in order to allow the City Council to assess the appointment of a new City Manager, the City Council desires to designate Eric Helm as the Interim City Manager for a "***Transition Period***," which period is expected to extend approximately 90 days following Mr. Mayerhofer's retirement; and

WHEREAS, Mr. Helm has dutifully served the City for approximately 22 years, and he currently serves as Deputy City Manager; and

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WHEREAS, during his period as Interim City Manager, Mr. Helm shall exercise all authority and undertake all responsibilities of the City Manager as provided in the City Code and the Illinois Municipal Code; and

WHEREAS, during his period as Interim City Manager, Mr. Helm will continue his employment as Deputy City Manager, but he shall receive an additional stipend in recognition of his service as Interim City Manager as further set forth in this Resolution;

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

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

SECTION II: The City Council hereby designates Deputy City Manager Eric Helm to serve as Interim City Manager for the Transition Period, which shall extend until such time as the City Council appoints a new City Manager or until this Resolution is amended or repealed. During his service as Interim City Manager, Mr. Helm:

a. Shall exercise all power and authority of the City Manager as provided in the City Code and the Illinois Municipal Code;

b. Shall receive $1,165 per bi-weekly pay period as an additional stipend in recognition of his service as Interim City Manager; and

c. Shall retain his current position as Deputy City Manager of the City.

To the extent that Mr. Helm has taken any action consistent with the responsibilities of the City Manager between the date of Mr. Mayerhofer's retirement and the date of this Resolution, such

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actions are hereby ratified.

SECTION III: Nothing in this Resolution shall limit the City Council's discretion regarding the selection of a successor City Manager.

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

AYES:

NAYS:

ABSENT:

PASSED this ____day of _____, 2022.

APPROVED by me this ____day of _____, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
City Clerk

Passed:
Approved:

Draft

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: Crystal Lake Brewing Company Oktoberfest Special Event Request

Staff Recommendation: Motion to approve a Special Event Permit for the Crystal Lake Brewing Company Oktoberfest to be held September 9th, 10th, 16th and 17th, 2022 from 3 p.m. to 10 p.m.

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

Background:
The Crystal Lake Brewing Company has requested a Special Event approval to hold an Oktoberfest on Friday, September 9th, Saturday, September 10th, Friday, September 16th, and Saturday, September 17th, 2022. The event is proposed to be held in the existing beer garden area of their building at 105 North Main Street. The event will include live music street performances, with no stage, minimal lighting, and small portable amplifiers and speakers. The events amplified noise requires the consideration of a Special Event Permit.

City staff has reviewed the applicant's requests and has no concerns regarding the event, provided the following conditions are met:

1) This approval is valid for the Special Event to be held September 9th, 10th, 16th and 17th, 2022, from 3:00 p.m. to 10:00 p.m.
2) All food trucks must meet the requirements listed in City Code Chapter 385-35, including a permit and an inspection of the truck by the Crystal Lake Fire Prevention Bureau. The petitioner shall contact the Fire Prevention Bureau to arrange for an inspection prior to the event.
3) Should valet parking be offered, parking attendant should wear clothing to make them more visible at night as they walk between the festival site and remote parking area.
4) Organizers are to contact the Police Department for official "No Parking" signs that are to be posted along Gates Street. The "No Parking" signs are not to be posted on telephone poles and are to be removed the day after the event. Signs must be posted directing attendees to various City parking lots that can be used during the event.
5) Maximum occupancy limits of the building must be maintained throughout the event.
6) Provide adequate lighting for participants during night hours.
7) Obtain any necessary approvals from McHenry County Health Department.

8) Provide electrical plan/layout for the performance area, if applicable. Temporary wiring must comply with the 2017 National Electrical Code.

The applicants have been made aware of these recommended conditions and will attend City Council meeting to answer any questions. The application materials have been attached for reference.

Votes Required to Pass: Simple majority vote

Office Use Only:
Application #: _____

City of Crystal Lake
Simplified Special Event Permit Application

Please submit the application at least two (2) weeks prior to event.

Name of Event: Oktoberfest @ CLB

Type of Event:

- ☐ Outdoor Plant Sale
- ☐ Holiday Greenery Sale Event
- ☐ Outdoor Sales Event or Promotion
- ☐ Other Beer Release, Live Music

Do you have permission from the property owner to operate on this property? ☐ Yes ☐ No
(Note: Please include written permission from the property owner. An e-mail from the owner is acceptable)

Applicant: Beth Alberger
Address: 150 N Main Street
Crystal Lake, IL 60014
Telephone: [redacted]
E-mail: beth@crystallakebrew.com

Owner: Beth Alberger
Address: 3423 Curling Pond Ct
Crystal Lake, IL 60012
Telephone: [redacted]
E-mail: beth.alberger@gmail.com

Location of Event: Crystal Lake Brewing
Date(s) of Event: 9/9, 9/10, 9/16, 9/17 Hours of Event: 3pm to 10pm
General Description of the Event (Attach a separate page if necessary):
Amplified music from small live bands on Fri/Sat nights. to be facing north at building.

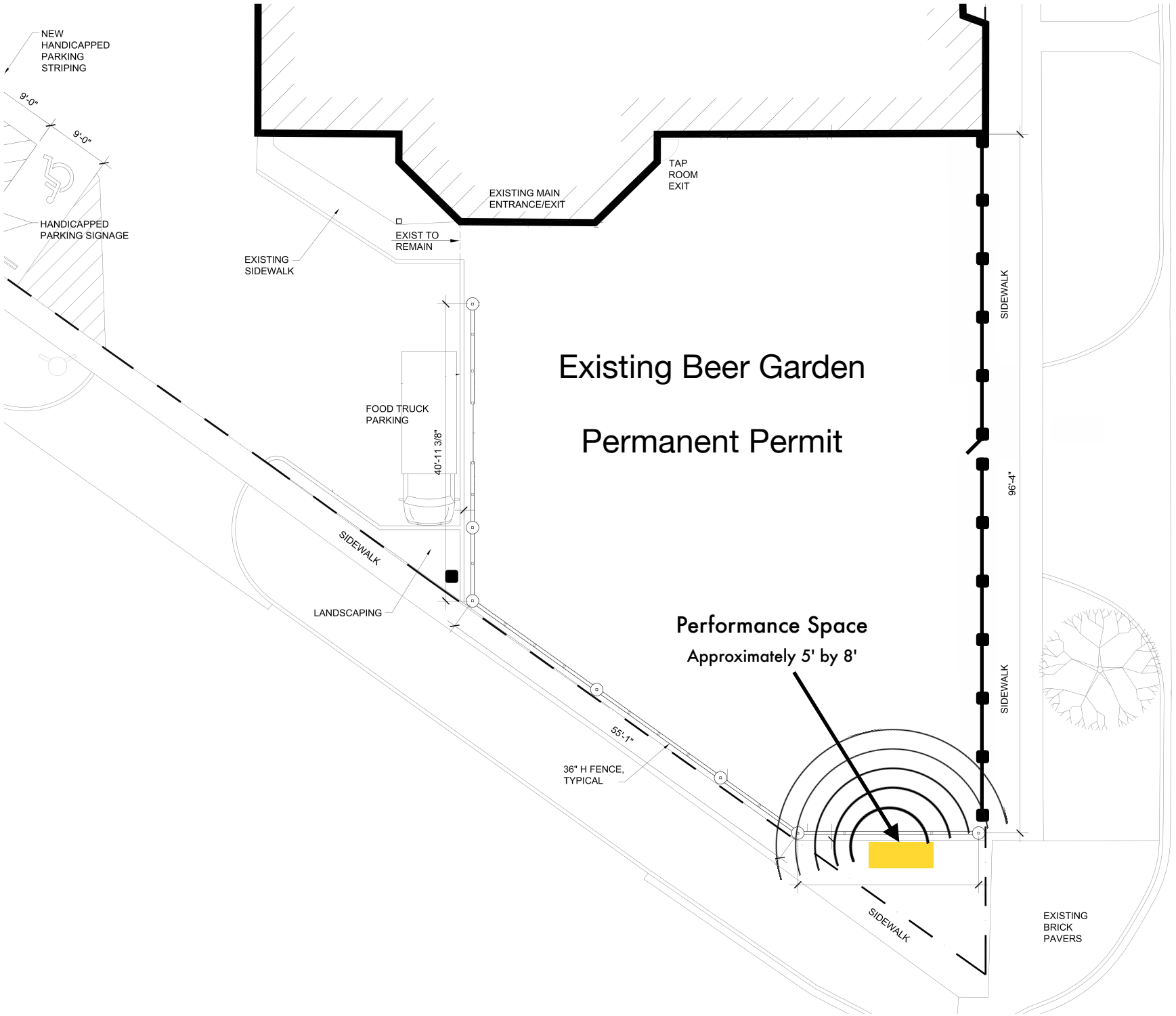
Will you be using tents or canopies at your event? ☐ **YES** ☑ **NO**

Will you have temporary lighting or need temporary electricity outlets for this event? ☐ **YES** ☑ **NO**

Are you planning to put up signs to promote your event? ☐ **YES** ☑ **NO**
If yes, include a description of the types of signs you will use for this event and show their location on the site plan.

Applicant: Beth Alberger *(Print & Sign name)* Beth Alberger 8/25/22 *Date*

Owner: Beth Alberger *(Print & Sign name)* Beth Alberger 8/25/22 *Date*


NEW
HANDICAPPED
PARKING
STRIPING
9'-0"
9'-0"
HANDICAPPED
PARKING SIGNAGE
EXISTING
SIDEWALK
EXISTING MAIN
ENTRANCE/EXIT
TAP
ROOM
EXIT
EXIST TO
REMAIN
SIDEWALK
Existing Beer Garden
Permanent Permit
FOOD TRUCK
PARKING
40'-11 3/8"
96'-4"
SIDEWALK
SIDEWALK
LANDSCAPING
Performance Space
Approximately 5' by 8'
55'-1"
36" H FENCE,
TYPICAL
SIDEWALK
EXISTING
BRICK
PAVERS

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: City Code Amendment to increase the Number of Class 28 Liquor Licenses and to increase the Number of Video Gaming Licenses - Applicant: Indian Chapata Swad Inc., d/b/a Jalsa Bar and Restaurant, located at 1295 Randall Road, Suite 112

Staff Recommendation:
1. Motion to adopt an Ordinance increasing the number of Class 28 Liquor Licenses from the current permitted 15 licenses to 16 licenses.
2. Motion to adopt an Ordinance increasing the number of Video Gaming License from the current permitted 15 licenses to 16 licenses.

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

Background:
Chapter 268 of the City Code establishes the regulations for video gaming in the City of Crystal Lake. Per the City Code, when an applicant desires to offer video gaming at its establishment, it must receive both a supplemental liquor license and a video gaming license. The City Council evaluates whether the number of supplemental liquor licenses should be increased. Following this consideration, the Mayor grants the supplemental liquor license. Similarly, the City Council also evaluates whether the number of video gaming licenses should be increased. Following this consideration, the City Manager grants the actual video gaming license.

The City has received a request from Indian Chapata Swad Inc., d/b/a Jalsa Bar and Restaurant for the issuance of a Class 28 Supplemental Liquor License and a Video Gaming License. The petitioner is requesting the supplemental Class 28 license in order to operate six video game machines in their establishment.

Section 329-5-AB of the City Code permits the issuance of a Class 28 liquor license, which authorizes the retail sale of alcoholic liquors, for consumption on the premises, at a bar or restaurant, as defined by § 268-3 of the City Code, to an applicant which possesses a valid video gaming location license issued by the Illinois Gaming Board and which also holds, for a period

of not less than one year, a current and valid liquor license to sell alcoholic liquor at such bar or restaurant.

Application Review

City staff has reviewed the application from Indian Chapata Swad Inc., d/b/a Jalsa Bar and Restaurant and compared it to the City Code requirements. City staff has reviewed the application for completeness and determined that it meets all of the necessary conditions. The below table depicts the applicant's compliance with the City Code requirements:

Requirement	City Code Section	Compliance Status
The establishment is an eligible bar or restaurant.	268-3 Definitions	**Yes.** Restaurant
The establishment has held a liquor license for at least 12 months.	268-3 Definitions	**Yes.** The establishment has held a Class "9" Liquor License since September 2021
Applicant submitted necessary documents, including site plan.	268-3 (C)	**Yes.**
Applicant has a State Video Gaming License.	268-3 (C)	**Yes. Expires 03/2023**
Applicant will be using a licensed video game terminal operator.	268-3 (C)	**Yes. Lucky Lincoln Gaming**
The establishment is outside of the 100-foot radius of any church or school in the vicinity.	State of Illinois Requirement	**Yes.**
Location screening and supervision	268-3 (K)	**Yes. Screening partially installed at this time. Installation must be completed prior to issuance of video gaming license.**
Signage	268-3 (N)	**Yes.** The terminals will not be visible from the street. There is no advertising of the availability of video gaming.
Applicant will be using an approved video surveillance system.	268-3 (O)	**Yes.** The terminal operator has provided video surveillance system specifications.
Video Gaming is incidental to establishment's business.	268-3 (P)	**Yes.**

Site Plan Review

The site plan depicts the petitioner's proposed gaming area, with six video gaming terminals. The new gaming area will be limited to patrons over the age of 21. There will be no dining services in this area. City staff recommends approval of the suggested site plan, with the following condition:

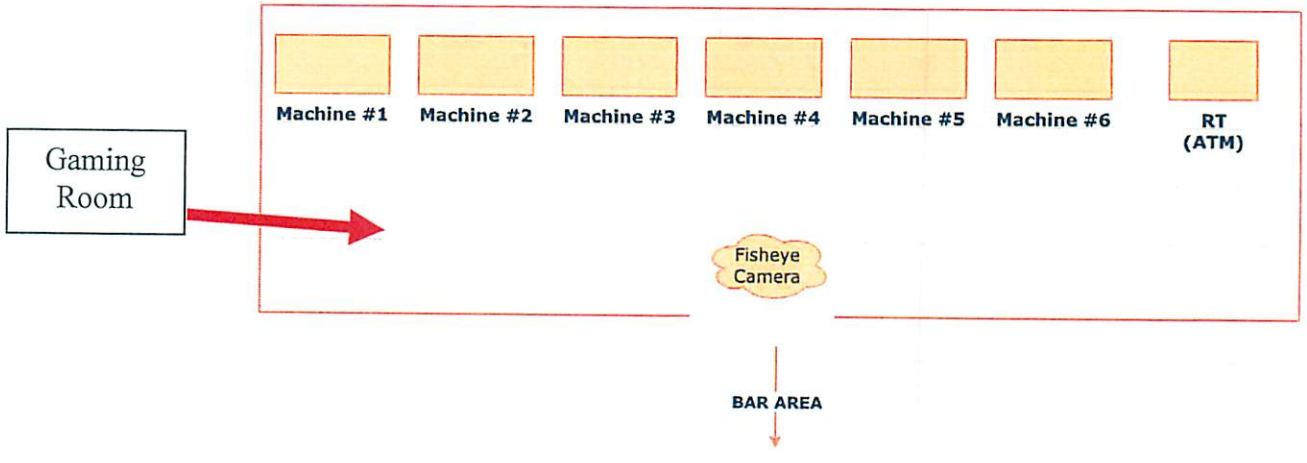
- Screening is partially installed. Installation of screening must be complete prior to issuance of the video gaming license.

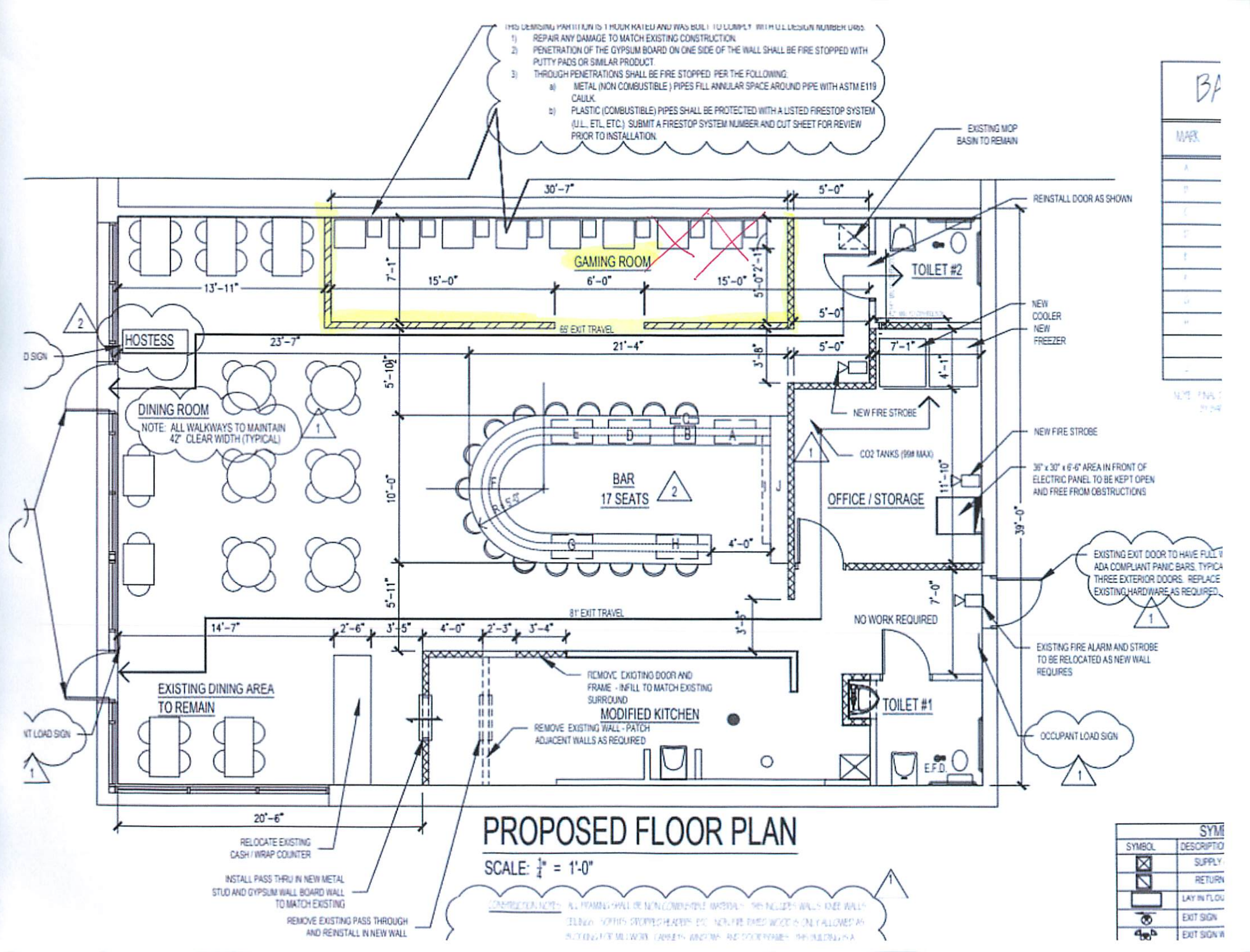
Votes Required to Pass:
Simple majority.

Proposed Location:



Proposed Site Plan:





PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

Property in Question:



PIQ

Ord. No.
File No. 255L

The City of Crystal Lake Illinois

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 28 License shall be increased from 15 to 16.

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

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

DATED at Crystal Lake, Illinois, this 6th day of September, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: September 6, 2022
Approved: September 6, 2022

Draft

Ord. No.
File No. 255VG

The City of Crystal Lake Illinois

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

SECTION I: That CHAPTER 268 Gambling Section 268-3E(2) Limitations on licenses shall be amended as follows:

1. Video Gaming Licenses shall be increased from 15 to 16.

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

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

DATED at Crystal Lake, Illinois, this 6th day of August, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: September 6, 2022
Approved: September 6, 2022

Draft

☒ (New Applicant)
☐ (Renewal)

FOR OFFICE USE:
Date Received: _____
$100 License fee paid: _____

Application for a Video Gaming Supplemental Liquor License
Class 28

Business Information:

Business Name: Indian Chhapra Sweets Inc	Phone #: 815-893-6527
Street Address: 1215 Rundall Rd, Suit-112 Crystal Lake, IL, 60014	Fax #:

Applicant Information
(Establishment Owner)

Name: Dhara Patel	
DOB: 05/05/1988	Age: 34
Street Address: 153 Regal Dr	Phone #: [redacted]
City, State, Zip: Crystal Lake, IL, 60014	Email: Jalsa Bar1215@gmail.com

Applicant Information
(If additional owner information)

Name:	
DOB:	Age:
Street Address:	Phone #:
City, State, Zip:	Email:

Contact Person
(If different than the Establishment Owner)

Contact Name: Nick Patel	Phone #: [redacted]
Address: 153 Regal Dr, Crystal Lake IL, 60014	Email: [redacted]

Please Circle One

(Yes) No Have you applied for a Crystal Lake Video Gaming License?

(Yes) No Have you held a Crystal Lake liquor license for at least 12 months?
License #: 2021-112 & 2022-112

(Yes) No Do you have a license from the Illinois Gaming Board to operate video gaming terminals at your establishment?
License #: 2107036 96

(Yes) No Does your establishment have a separate bar area for the purchase of alcohol?

(Yes) No Will all video gaming terminals be located in an area restricted to individuals 21 years of age or older?

(Yes) No Will the video game terminals be screened from view from individuals less than 21 years of age?

Please sign below:

Name	Title	Date
Jatin J.	Manager	5/6/2022
Nirmal Patel.		

☐ (New Applicant)
☐ (Renewal)

Date: _____

Application for a Video Gaming License and Terminal Permit Application

Application is hereby made to the City of Crystal Lake for the issuance of a non-transferable Video Gaming license, pursuant to the ordinances of the City of Crystal Lake and the laws of the State of Illinois. In support of said application, the undersigned being duly sworn, does state the following:

Location of business at which the video gaming terminals will be placed:

Business Name: Indian Chutpatel Swad Inc.	Phone #: 815-893-6527
Street Address: 1295 Randall Rd, Suit-112 Crystal Lake, IL, 60014	Fax #: —

Applicant Information
(Establishment Owner)

Name: Dhaw patel	
DOB: 05/05/1988	Age: 34
Street Address: 153 Regal Dr	Phone #: [redacted]
City, State, Zip: Crystal Lake, IL, 60014	Email: JulsaBar1245@gmail.com.

Applicant Information
(If additional owner information)

Name:	
DOB:	Age:
Street Address:	Phone #:
City, State, Zip:	Email:

Contact Person

(If different than the Establishment Owner)

Contact Name: Nikunj Patel	Phone #: [redacted]
Address: 153 Royal Dr, Crystal Lake, IL, 60014	Email: [redacted]

Video Gaming Terminal Operator Information

Company Name: Lucky Lincoln Gaming LLC	Phone #: 800-818-2502
Street Address: 3945 N Neenah Ave, Chicago, IL, 60634	Fax #:
City, State, Zip: Chicago, IL, 60634	Email: Compliance@luckylincoln.com
Contact Name: Chuck Mckenzie	Mobile #: 224-602-1577

Terminal Information → See email

Illinois Gaming Board Terminal License Number	Serial Number for each Terminal
1.	1.
2.	2.
3.	3.

Check all that applies to the location in which video gaming terminals will be placed:

	✓
Bar	✓
Restaurant	
Will individuals under the age of 21 be allowed in the business premises?	No

IGB

Serial #

4.

5.

6.

Please see the machine list below:

Make	Serial Number	IGB Tag
WMS S32	5115643	544962
Spielo Prodigy Slant	2219477	542831
Novomatic VIP Lounge	823968	581256
Novomatic VIP Lounge	807941	556509
IGT G23 Slant	2377472	545669
Bally Wave	B170506717	544987

BOTH APPLICATION, AFFIDAVIT AND INDEMNIFICATION AGREEMENT MUST BE SIGNED AS FOLLOWS:

- ☐ Sole Proprietorship- By Owner
- ☐ Partnership- By both Owners
- ☒ Corporation- By President and Secretary
- ☐ LLC- By President and Secretary

VERIFICATION:

- Has applicant held a Crystal Lake Liquor license for at least 12 months prior to the submittal of this application? **YES** (X) **NO ( )** (If yes, local and State license number, date, location of premises and disposition of application)

  _____

- Has applicant made application for a similar license for premises other than described in this application? **YES** (X) **NO ( )** (If yes, state date, location of premises and disposition of application)

  See email

- Has a previous license/permit by any state or subdivision, or the federal government been revoked? **YES ( ) NO** (X) (If yes, state reasons & date of revocation.)

  _____

- Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or thing contained in this Section, laws of this State or the ordinances of this City? **YES ( ) NO** (X)

- The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.

Please sign below:

Dhaval Patel — Owner.

Full Name — Title

Applicant Signature — 5/6/2022 — Date

_____ _____

Full Name — Title

_____

Applicant Signature — Date

Melanie Nebel

From: Nikunj Patel <NKpatel21@hotmail.com>
Sent: Tuesday, August 30, 2022 4:30 PM
To: Melanie Nebel; Dan Robertson
Subject: Re: Questions for Gaming Application - Jalsa Bar

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.

Hi Melanie,

Get Outlook for iOS

From: Melanie Nebel <mnebel@crystallake.org>
Sent: Tuesday, August 30, 2022 4:01 PM
To: Dan Robertson <dan@luckylincoln.com>; Nikunj Patel <NKpatel21@hotmail.com>
Subject: Questions for Gaming Application - Jalsa Bar

Hi Dan and Nik –

A few quick questions- I am putting together the information for the Jalsa Bar Video Gaming Request:

Dan – Would you please email the model number for the Verkada camera system that will be used at this location. I am getting information from the website and there are different systems.
Nik – Would you please email a list of other locations that you have gaming, including name and address. This needs to be included in the application.
Pbrhcary llc dba -Lucky penny's of cary -724 northwest highway, Cary, 60014
Psndhgrove inc dba - lucky Lucy's 7 - 412 northwest highway, fox river grove, 60021
Nik – If you would also please provide a description of the product you have ordered to complete the screening of the games from the restaurant.
2ft height plastic sheet

Thank you for your help!

Melanie

Melanie Nebel | Executive Assistant | City Manager's Office
City Of Crystal Lake | 100 W. Woodstock St. | Crystal Lake, IL 60014
Website: 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

AGREEMENT

The, undersigned, on behalf of the applicant, has read and agrees to abide by the terms and conditions of the City of Crystal City Code. The undersigned further agrees to indemnify the City of Crystal Lake, and its appointed and elected officials and employees (collectively, the "Indemnitees") from and against any suits, claims or causes of action (collectively, "Claims") brought by or behalf of the applicant or by any owner, shareholder, member, officer, partner or employee of the applicant, which seeks to challenge the validity of any provision of Section 268-3 of the City of Crystal Lake City Code. Such indemnification obligation shall include indemnification of the Indemnitees from and against all damages, costs of litigation and reasonable attorneys fees incurred by or on behalf of said Indemnitees in connection with the Claims.

Dhaval Patel — Owner

Full Name — Title

Dhaval Patel — Owner 5/6/2022

Applicant Signature — Date

Full Name — Title

Applicant Signature — Date

SURVEILLANCE CAMERA CONDITIONS

All Licensed Establishments shall be equipped with video surveillance equipment capable of recording clear continuous video of the area in which the Video Gaming Terminals are located. Video Surveillance shall meet the following standards:

1) The video surveillance cameras shall be digital in nature (digital video recorder) and shall be of sufficient number, type, placement and location to view and record all activity in front of and within 15 feet of either side of the video gaming area; and
2) The video surveillance cameras shall be sufficiently light sensitive and provide sufficient image resolution (supported by additional lighting if necessary) to produce easily discernible images recorded at all times; and
3) The video surveillance cameras shall record at a minimum speed of fifteen frames per second; and
4) The video surveillance camera image shall be capable of being viewed through use of appropriate technology, including but not limited to a computer screen or closed circuit television monitor; and
5) The video surveillance camera system shall be capable of transferring the recorded images to portable format of media, including but not limited to compact disc, digital video disc or USB thumb drive; and
6) The video surveillance cameras shall not have an audio capability or such audio recording ability shall be disabled at the camera or digital video recorder level; and
7) The video surveillance cameras shall be maintained in good working condition; and
8) The video surveillance cameras shall be in operation and recording continuously, twenty –four hours per day; and
9) In the event of a power loss, the video surveillance camera system shall be powered by a backup power supply so that there is no period of time that the video gaming area is not being recorded; and
10) The recordings made by video surveillance cameras installed and maintained pursuant to this ordinance shall be indexed by dates and times and preserved for a minimum of thirty (30) days so that they may be made available to the liquor commissioner, the police department and other governmental agencies in furtherance of a criminal investigation or a civil or administrative enforcement investigation, prosecution or hearing.

Applicant hereby agrees to these conditions: D.P **Date:** 5/6/2022

Applicant hereby agrees to these conditions: D.P **Date:** 5/6/2022

AFFIDAVIT

STATE OF Illinois)
) SS
COUNTY OF McHenry)

I (we) swear that I (we) will not violate any of the ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of my (our) knowledge and belief.

(Affidavit must be signed in front of a notary public.)

Please sign below:

Name	Title	Date
Dheeraj Patel	Owner	5/6/2022

Subscribed and sworn to before me this

6th day of May, 2022.

"OFFICIAL SEAL"
MARIA G CORREA-MUNOZ
Notary Public - State of Illinois
My Commission Expires February 23, 2023

Notary Public

My commission expires: Feb. 23, 2023

STATE OF ILLINOIS

ILLINOIS GAMING BOARD

VIDEO GAMING ESTABLISHMENT LICENSE

INDIAN CHATPATA SWAD INC., - 210703696
d/b/a JALSA BAR AND RESTAURANT
1295 RANDALL RD STE 112
CRYSTAL LAKE, IL 60014

License No:	210703696
Date Issued:	03/10/2022
Expiration Date:	03/2023

This certifies that the entity listed above is hereby issued a Video Gaming Establishment License as authorized by Illinois Gaming Board Adopted Rules. All Video Gaming Establishment licensees are subject to, and must abide by, all provisions of the Video Gaming Act and Illinois Gaming Board Rules, including but not limited to 11 Illinois Administrative Code Sections 1800.250(e) and 1800.420(b).

Marcus D. Fruchter
Administrator

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Requests:

1. Variations from Article 3 Density and Dimensional Standards: maximum building coverage of 40% to allow 47%, maximum impervious surface coverage of 50% to allow 57%, 7-foot interior side yard to allow 2 feet 10 inches, combined total side yard setbacks of 18 feet to allow 12 feet, 71.68-foot front yard setback to allow 13.83 feet, and 21.2-foot yard abutting a street setback to allow 11.2 feet

2. Variations from Article 7 Non Conformities to allow the enlargement of a non-conforming structures for an addition to the house increasing the footprint and the volume, to allow the connection of the garage to the house, and the increase in volume to install a second story to the garage

Petitioner: Tim Parrish, petitioners
123 Edgewater Drive

PZC Recommendation: To approve the PZC recommendation and adopt an Ordinance granting the variations for 123 Edgewater Drive

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

Background:

- The current property is a conforming lot with a non-conforming single-family home.
- The buildable box on the lot is very small and the house is currently outside the calculated setback.
- The northeast portion of the lot is a low spot where water from the surrounding properties drains to and then flows along the east side of the lot to the lake. The petitioner will not disturb this area with the home to reduce flooding risk.

PZC Highlights:

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

- The petitioner explained the difficulty with the property noting it was in probate and the closing was difficult, which left him little time to fully explore what could be done on the property without so many variations.
- During the discussion, the hardship was explained that the house and garage structures are currently existing beyond the setbacks. The addition is not increasing the encroachment of the house into the front yard setback. The petitioner also noted the low spot and water issues up at the northeast portion of the lot.
- Several members of the PZC was concerned with the numerous variations being requested and they did not want to set precedent for other properties along the lake. During the discussion they understood the need for the various hardships.
- The majority of the PZC found that the petition did met the Findings of Facts.

The Planning and Zoning Commission recommended **approval (5-1)** of the petitioner's request with the following recommended conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Parrish, received 07/06/22)
   B. Architectural Plans (ALA, dated 07/01/22, received 07/06/22)

2. No additional impervious coverage is permitted anywhere on the lot.

3. No additional impervious coverage is permitted between the existing home and the water's edge. No fabric, plastic sheeting, etc. shall be placed under the deck which causes it to become impervious. The deck shall not be covered.

4. Utilize an Illinois Registered Licensed Professional Engineer to prepare the grading plan for the property and to design an adequate storm water management infrastructure to accommodate and properly convey the offsite water along the east side of the property for a 100-year storm event.

5. Trench drains will be required to infiltrate 95% of the water from the new impervious on the lot. The roof drains will need to be tied into the trench drain. These trench drains will be in addition to any required to handle off-site flows.

6. The petitioner shall address all of the review comments and requirements of Community Development Department, the Public Works and Engineering Department, and the City's Stormwater Consultant.

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the Variations at 123 Edgewater Drive. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: _____ Date: 8/18/22
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Parrish, received 07/06/22)
   B. Architectural Plans (ALA, dated 07/01/22, received 07/06/22)

2. No additional impervious coverage is permitted anywhere on the lot.

3. No additional impervious coverage is permitted between the existing home and the water's edge. No fabric, plastic sheeting, etc shall be placed under the deck which causes it to become impervious. The deck shall not be covered.

4. Utilize an Illinois Registered Licensed Professional Engineer to prepare the grading plan for the property and to design an adequate storm water management infrastructure to accommodate and properly convey the offsite water along the east side of the property for a 100-year storm event.

5. Trench drains will be required to infiltrate 95% of the water from the new impervious on the lot. The roof drains will need to be tied into the trench drain. These trench drains will be in addition to any required to handle off-site flows.

6. The petitioner shall address all of the review comments and requirements of Community Development Department, the Public Works and Engineering Department, and the City's Stormwater Consultant.

PIQ Map
123 Edgewater Drive



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING SIMPLIFIED RESIDENTIAL VARIATIONS AT 123 EDGEWATER DRIVE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-116) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested Variations from Article 3 Density and Dimensional Standards from the maximum building coverage of 40% to allow 47%, from the maximum impervious surface coverage of 50% to allow 57%, from the required 7-foot interior side yard to allow 2 feet 10 inches, from the required combined total side yard setbacks of 18 feet to allow 12 feet, from the required 71.68-foot front yard setback to allow 13.83 feet, and from the required 21.2-foot yard abutting a street setback to allow11.2 feet and Variations from Article 7 Non Conformities to allow the enlargement of a non-conforming structure to allow the addition to the house increasing the footprint and the volume and to allow the enlargement of a non-conforming structure to allow the connection of the garage to the house and increase in volume to install a second story; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on July 30, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on August 17, 2022 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the variations; and

WHEREAS, on August 17, 2022, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variations be approved, as documented in the minutes, and

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

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

Section I: That the Variations from Article 3 and Article 7 at 123 Edgewater Drive (18-01-139-003), Crystal Lake, Illinois are hereby approved.

Draft

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Parrish, received 07/06/22)
   B. Architectural Plans (ALA, dated 07/01/22, received 07/06/22)

2. No additional impervious coverage is permitted anywhere on the lot.

3. No additional impervious coverage is permitted between the existing home and the water's edge. No fabric, plastic sheeting, etc. shall be placed under the deck which causes it to become impervious. The deck shall not be covered.

4. Utilize an Illinois Registered Licensed Professional Engineer to prepare the grading plan for the property and to design an adequate storm water management infrastructure to accommodate and properly convey the offsite water along the east side of the property for a 100-year storm event.

5. Trench drains will be required to infiltrate 95% of the water from the new impervious on the lot. The roof drains will need to be tied into the trench drain. These trench drains will be in addition to any required to handle off-site flows.

6. The petitioner shall address all of the review comments and requirements of Community Development Department, the Public Works and Engineering Department, and the City's Stormwater Consultant.

Section III: That the City Clerk be and is hereby directed that all pertinent records of the City of Crystal Lake to show the issuance of Variations in accordance with the provisions of this Ordinance, as provided by law.

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

Draft

Ord. No.
File No.

DATED at Crystal Lake, Illinois, this 6th day of September, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: September 6, 2022
Approved: September 6, 2022

Draft

#2022-116
123 Edgewater Drive – Variations
Project Review for Planning and Zoning Commission

Meeting Date: August 17, 2022

Requests:

1. Variation from Article 3 Density and Dimensional Standards
   a. Section 3-200 from the maximum building coverage of 40% to allow 47% coverage, a variation of 7% or 688 square feet
   b. Section 3-200 from the maximum impervious surface coverage of 50% to allow 57%, a variation of 7% or 688 square feet
   c. Section 3-200 from the required 7-foot interior side yard to allow 2 feet 10 inches, a variation of 4 feet 2 inches
   d. Section 3-200 from the required combined total side yard setbacks of 18 feet to allow 12 feet, a variation of 6 feet
   e. Section 3-300 3 from the required 71.68-foot front yard setback to allow 13.83 feet, a variation of 57.85 feet
   f. Section 3-300 from the required 21.2-foot yard abutting a street setback to allow11.2 feet, a variation of 10 feet
2. Article 7 Non Conformities
   a. Section 7-300 B to allow the enlargement of a non-conforming structure to allow the addition to the house increasing the footprint and the volume
   b. Section 7-300 B to allow the enlargement of a non-conforming structure to allow the connection of the garage to the house and increase in volume to install a second story

Location: 123 Edgewater Drive

Acreage: Approximately 9,978 square feet

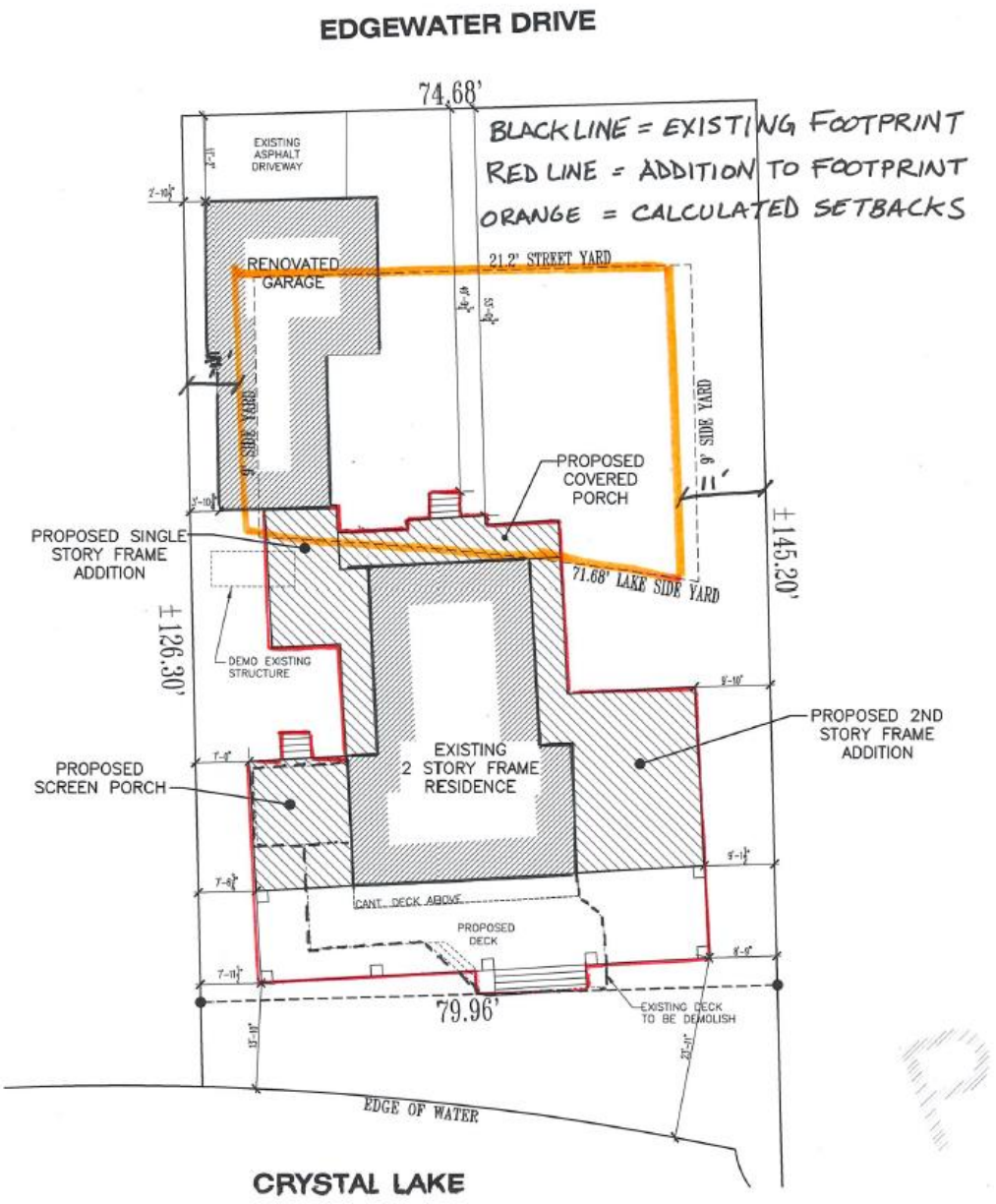
Existing Zoning: R-2 Single Family

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

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The current property is a conforming lot with a non-conforming single-family home.
- Setbacks for properties in existing neighborhoods are determined by the average of the homes within 400 feet. The average setbacks have come out to 21.2 feet along the street and 71.68 feet along the lake. The existing footprint of the house is in the front yard setback.
- There are a significant number of variation requests as outlined on the first page of the report. The buildable area for the lot is highlighted in orange below.



Development Analysis:

General

- Zoning: The site is zoned R-2 Single Family. This property is used as a single-family home.
- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.

Project Analysis:

SITE PLAN

- The existing house footprint is 1,735 square feet. An additional 1,137 square feet is proposed, the majority of which is proposed in the front yard setback.
- The existing floor plan will be remodeled and two large wings at the south end of the lot will be added for a great room and a screened porch. These two wings double the frontage of the home fronting the lake.
- A full deck is proposed along the length of the lake front side of the home projecting 12 feet out and then an additional four feet for the stairs.
- In order to add a second story to the garage, the petitioner is attaching it to the principal structure. The existing garage does not meet the principal or accessory structure setbacks. Attaching it to the principal structure requires it meet the minimum seven-foot side yard setback for the principal structure.
- Variations from building coverage and impervious surface coverage are being requested due to the additions. The deck is included in these calculations.

ELEVATIONS

- The street side elevation features a stone faced raised porch. Decorative features have been added under the peaked roofs.
- The lake side elevation, also features the stone column raised deck and the decorative elements under the peaked roof. A second deck extends out from the second story.
- A second story with projecting dormers is proposed for the garage portion of the structure.

STORM WATER

- Complete engineering plans are required as part of the house permitting process in order determine the storm water and infiltration improvements required. The petitioner will need to satisfy engineering review comments before a building permit can be issued. Staff has identified the following items that will need to be addressed as part of the design:
    - There is a relatively large area of land upstream of the property that drains through the east side of the property. The petitioner will have to hire a Licensed Professional Engineer to prepare the grading plan for the property and to design an adequate storm water management infrastructure to accommodate and properly convey this offsite water along the east side of the property for a 100-year storm event. It is

likely that this infrastructure will take the form of a swale or storm sewer and infiltration trenches. The swale will likely encompass the entire side yard on the east side of the home. Best Management Practices (BMP's) shall be required in the design of the swale. A "river rock" type swale may be required. The elevation of the house and garage shall be set to avoid any storm water being directed towards the doors of the new home or garage. Additional storm water features, such as additional trench drains may be required for this tributary flow.

- Trench drains will also be required to infiltrate 95% of the water from the new impervious on the lot. The roof drains will need to be tied into the trench drain. These trench drains will be in addition to any required to handle off-site flows.
- The area under the deck must be pervious. Weed fabric that allows water to infiltrate is allowed. Impervious fabric or vinyl plastic is not allowed. The deck will not be allowed to be covered.

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use - Residential

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

This can be accomplished with the following supporting action:

Supporting Action: Promote safe, clean and well-maintained housing by encouraging regular repair and maintenance of housing.

Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting Variations from Article 3 Density and Dimensional Standards from the maximum building coverage to allow 47% coverage, from the maximum impervious surface coverage to allow 57%, from the required 7-foot interior side yard to allow 2 feet 10 inches, from the required combined total side yard setbacks of 18 feet to allow 12 feet, from the required 71.68-foot front yard setback to allow 13.83 feet, from the required 21.2-foot yard abutting a street setback to allow11.2 feet.

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

Standards

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

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

☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

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

☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Parrish, received 07/06/22)
   B. Architectural Plans (ALA, dated 07/01/22, received 07/06/22)

2. No additional impervious coverage is permitted anywhere on the lot.

3. No additional impervious coverage is permitted between the existing home and the water's edge. No fabric, plastic sheeting, etc shall be placed under the deck which causes it to become impervious. The deck shall not be covered.

4. Utilize an Illinois Registered Licensed Professional Engineer to prepare the grading plan for the property and to design an adequate storm water management infrastructure to accommodate and properly convey the offsite water along the east side of the property for a 100-year storm event.

5. Trench drains will be required to infiltrate 95% of the water from the new impervious on the lot. The roof drains will need to be tied into the trench drain. These trench drains will be in addition to any required to handle off-site flows.

6. The petitioner shall address all of the review comments and requirements of Community Development Department, the Public Works and Engineering Department, and the City's Stormwater Consultant.

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: Tim Parrish

Address: 123 Edgewater Drive

Crystal Lake

Phone: [redacted]

E-mail: sales@signetpavementsupply.com

Project Name & Description: Addition to the house

Project Address/Location:

Signature

TIM PARRISH — 8/9/2022

Owner: Print and Sign name — Date

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

RECEIVED
AUG 10 2022
BY

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, AUGUST 17, 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

On roll call, members, Atkinson, Greenman, Gronow, Repholz, Skluzacek, and Teetsov were present. Mr. Jouron was absent.

Elizabeth Maxwell, City Planner, and Abigail Wilgreen, City Engineer, were present from Staff.

Mr. Greenman gave heartfelt get well wishes to Mr. Jouron and support to his wife and his family in hopes of a speedy recovery.

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

2022-116 – 123 EDGEWATER DRIVE – SIMPLIFIED RESIDENTIAL VARIATION

Simplified Residential Variations to allow an addition to a home and connection of the garage with variations from building coverage, impervious surface coverage, side yard setbacks, front yard setback, street side setback and enlargement of a non-conforming structure.

Tim Parrish, owner and Ryan Farrell, attorney with Zukowski, Rogers, Flood & McArdle were present to represent the petition. Mr. Parrish explained that this property had been a challenge from the start. The property was in probate court and any offers were in writing and mailed in as the owners did not have email. The process took a long time and they were not sure they were going to get the house or not. He did call the City and found out the setbacks were very far back. Anything that was going to be done to the house was going to require variations. He hired ALA as they had done other houses in the area to design the house. They wanted something that would work for their family.

Being close to the lake also means being close to the floodplain so they did not want to get any closer to the lake than the existing front of the house. This was a small 1940s cottage and then the back half was an addition. The interior is small so they needed to increase the size of everything especially since they are all very tall. The garage was a one car then a second garage was added on to the first to make one large structure that is now considered non-conforming. Since the existing house is already beyond the buildable area they cannot comply with the setback restrictions and the only way to use the property is to request variations, this was a hardship not created by them. Also the north portion of the lot is the low portion so the water will pool there and they plan to provide a channel to get it passed the house to the lake. They do not want to build near the north side of the lot because of the water issues.

Ryan Farrell was not sure how the original house was constructed or the addition to the garage, but the situation is existing. He went through the hardship criteria stating that this will not affect the character of the area, that the lake setbacks make this lot unique and they have no control over the setbacks, it will not be detrimental to the neighbors and in fact will be better since during these improvements they will channel that water and get it away from the homes and the street.

Mr. Parrish stated that many of the neighbors are excited for this project. They are tired of the old green siding and run down appearance of the property.

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 highlighting the setbacks and the hardship criteria.

Mr. Atkinson said they are lucky to have the house so close to the lake. Future improvements could be done closer to the street to preserve the lake front portion of the property. He can see the hardships. He asked about the water. Ms. Wilgreen explained the north portion of the lot is low and the owner will need to install infiltration trenches here to capture any new water from the roof. The owner could install a river rock channel along the east side of the lot to convey the water. Mr. Farrell stated this could be an amenity to the lot. He also said that since the addition is on the south facing elevation, they are not blocking any light to the neighboring properties.

Ms. Teetsov appreciates the petitioners walking them through the unique attributes of the property. She wondered if there was any ability to modify the design to reduce the requested variations. Mr. Farrell stated they are not getting any closer to the lake that front elevation is just getting wider.

Ms. Repholz showed this house a few times and their proposed plans for fixing up the interior and exterior are amazing, this will be a great looking home. She asked about the second story and the deck off the master bedroom. Mr. Parrish stated that the second story is just adding volume to the space not encroaching further into the setbacks. Yes there is a small cantilever deck off the second floor, but it is not structurally safe so it needs to be rebuilt. Ms. Repholz said she struggles with the hardships and if the criteria are met. The width of the house eats up a lot of space and limits what can be done on the sides of the lot. Mr. Parrish stated they do want to be sure to address the water issues. They currently live on Rockland and the soils are very hydric so their sump pumps ran all the time. They want to be sure not to have similar issues at this house.

Mr. Gronow appreciates the work they put in on this and is glad they will improve the stormwater for the area. He also struggles with the hardships. He asked if during the probate process if the petitioner talked with the City on what could be done on this lot. Mr. Parrish said they did call and get the setbacks so knew the restrictions. But until they really got into the design of the house and the property they did not understand everything they would need to ask for. Mr. Gronow said they do not want to create precedent by how they vote on this request when the next applicant comes in.

Mr. Skluzacek agrees with the comments the other members have made. His first thought was that there are too many variations. Now he understands the practical explanation of what they are doing.

Mr. Greenman said he understands what they want to do in theory and it is wonderful, but the reality is there are numerous variations that need to be granted to allow it. He asked the City Engineer about the challenges building to the north. Ms. Wilgreen explained that the area left on the north side of the lot would be used for the trench drain to tie into the roof gutters. She also noted that the water flowing this direction would sheet flow into this grass area and infiltrate and heavier events would move through the channel and down to the lake. If they were to build up north this would impact where the water could go.

Mr. Greenman states when he reviews a case for variations, he looks at other options for the petitioner so they do not need a variation. He is looking at how they could add to the house in the buildable box. Also moving the construction further north would reduce potential sight line issues for the neighbors. Even if the petitioner identifies meeting one of the hardship criteria that is not carte blanche to request everything. Their proposed addition is an increase of 65% in footprint, which is a lot. As the buyer you take on some responsibility to follow the codes that everyone needs to abide by.

Mr. Gronow asked if Engineering was comfortable with the stormwater management plan. Ms. Wilgreen stated the petitioner will need to have an engineer provide the calculations and design plans for review and she feels confident that they can find a solution to manage the stormwater.

Mr. Atkinson noted the petitioner met the Findings of Fact.

Mr. Atkinson made a motion to approve the Simplified Residential Variations with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Parrish, received 07/06/22)
   B. Architectural Plans (ALA, dated 07/01/22, received 07/06/22)

2. No additional impervious coverage is permitted anywhere on the lot.

3. No additional impervious coverage is permitted between the existing home and the water's edge. No fabric, plastic sheeting, etc. shall be placed under the deck which causes it to become impervious. The deck shall not be covered.

4. Utilize an Illinois Registered Licensed Professional Engineer to prepare the grading plan for the property and to design an adequate storm water management infrastructure to accommodate and properly convey the offsite water along the east side of the property for a 100-year storm event.

5. Trench drains will be required to infiltrate 95% of the water from the new impervious on the lot. The roof drains will need to be tied into the trench drain. These trench drains will be in addition to any required to handle off-site flows.

6. The petitioner shall address all of the review comments and requirements of Community Development Department, the Public Works and Engineering Department, and the City's Stormwater Consultant.

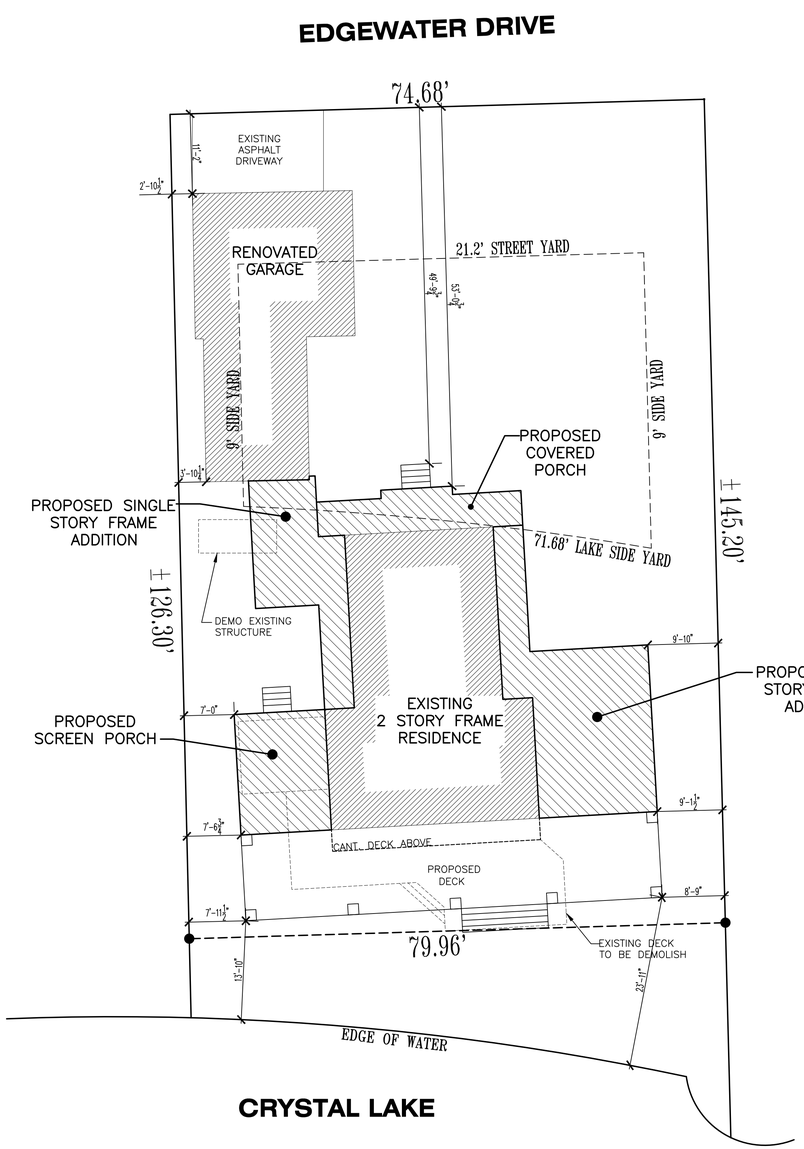
Ms. Repholz seconded the motion. On roll call Members Atkinson, Gronow, Repholz, Skluzacek, and Teetsov voted aye. Mr. Greenman voted no. Motion passed 5-1.

ADJOURNMENT

Ms. Teetsov made a motion to adjourn the meeting. Ms. Repholz seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 8:33 p.m.

PARRISH RESIDENCE

123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014



1E / A000 SITE PLAN

1"=10'-0"

NOTES:

1. VERIFY UTILITY LOCATIONS.
2. VERIFY TREES TO BE REMOVED WITH OWNER
3. VERIFY STRUCTURE LOCATION WITH OTHERS. SITE PLAN DEPICTED REPRESENTS A REFERENCE LOCATION ONLY, NOT TO BE USED FOR STAKING, EXCAVATION, FOUNDATION LOCATION OR BUILDING OF ANY KIND. REFERENCE CIVIL ENGINEERING FOR ACTUAL HOUSE LOCATION AND VERIFY IN FIELD NO PORTION OF THE STRUCTURE EXTENDS OVER SETBACKS, BUILDING LINES OR EASEMENTS.
4. REFER TO CIVIL ENGINEERING PLANS FOR UTILITY INFORMATION.
5. BOUNDARY BASED UPON PLAT OF SURVEY FURNISHED TO ARCHITECT BY OWNER. VERIFY LOT DIMENSIONS IN FIELD.

IECC — INTERNATIONAL ENERGY CONSERVATION CODE

--NOTE TO PLAN REVIEWERS, OFFICALS & CONTRACTORS--

• THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE TO THE CURRENT EDITION OF INTERNATIONAL ENERGY CONSERVATION CODE AS AMENDED BY THE STATE OF ILLINOIS AND MEET OR EXCEED ALL APPLICABLE REQUIREMENTS OF SAID CODE.

• THE ARCHITECT HAS CHOSEN TO DEMONSTRATE COMPLIANCE OF MEETING THE PROVISIONS OF THE ILLINOIS ENERGY CONSERVATION CODE COVERED BY 71 ILL ADM. CODE 600 SUBPART D BY SUBMITTING, AS REQUIRED BY SECTION 101.5 OPTION 3, THE SEAL OF THE THE ARCHITECT/ENGINEER AS REQUIRED BY SECTION 14 OF THE ILLINOIS ARCHITECTURAL PRACTICE [225 ILCS 305] .

• AS SPECIFIED BY THE CODE, 401.2 OPTION 1, COMPLIANCE IS DEMONSTRATED BY MEETING THE REQUIREMENTS OF SECTIONS 402 TO 404. OPTION 1 WAIVES THE REQUIREMENT OF PERFORMING A "SIMULATED PERFORMANCE ALTERNATIVE" OR "RESCHECK" TO EVALUATE THE ENVELOPE.

• THESE PLANS STATE CERTAIN APPLICABLE ASPECTS OF THE ENERGY CODE AND ARE NOT INTENDED TO RESTATE THE ENTIRE CODE OR ACT AS A REPLACEMENT TO THE CODE. ALL CONTRACTORS ARE TO FAMILIARIZE THEMSELVES WITH THE CODE AND FOLLOW THOSE REQUIREMENTS THAT RELATE TO THEIR PARTICULAR TRADE AND ARE RESPONSIBLE FOR SAME. CONTRACTORS SHOULD ALSO VERIFY WHICH EDITION/YEAR ENERGY CODE SHALL BE FOLLOWED BASED ON THE MUNICIPALITY IN WHICH THE PROJECT IS LOCATED IN.

{ IF YOU DONT READ ANY OTHER NOTES – READ THIS ONE }

NOTE TO BIDDERS & CONTRACTORS:

THESE PLANS HAVE BEEN PREPARED BASED ON THE DOCUMENTATION OF AVAILABLE CODES AND ORDINANCES WHICH ARE OPEN TO APPROVAL AND INTERPRETATION BY THE GOVERNING BODY AUTHORIZED TO ISSUE A BUILDING PERMIT. THE REQUIREMENTS AND BUILDING SPECIFICATIONS ARE SUBJECT TO CHANGE BASED ON THIS APPROVAL AND MAY AFFECT THE COST OF THE PROJECT OR SUCCESSFUL COMPLETION. BIDDERS ARE RESPONSIBLE FOR NOTIFYING THE OWNER(S) OR FINANCIAL INSTITUTION RESPONSIBLE FOR FUNDING THE PROJECT FOR APPROVAL PRIOR TO BEGINNING WORK.

THIS ARCHITECTURAL DOCUMENTATION IS INTENDED TO GIVE AN OVERALL SCOPE AND DESCRIPTION OF WORK, ALONG WITH GENERAL SPECIFICATIONS FOR CONSTRUCTION. NOT ALL INFORMATION REQUIRED OR PERTINENT TO THE PROJECT REQUIRED FOR SUCCESSFUL PRICING OR COMPLETION IS INCLUDED. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS TO FAMILIARIZE THEMSELVES WITH ALL CODES PERTAINING TO THEIR DISCIPLINES AND BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE PROJECT.

PLAN & ELEVATION SYMBOLS

5S 5 SHELVES — 1SR 1 SHELF & 1 ROD — SPR SPRINKLER HEAD
GAS GAS HOOKUP — WATER WATER HOOKUP — FPHB FROST PROOF HOSE BIBB
SHOWER HEAD FAUCET — SHOWER RAIN HEAD — FD FLOOR DRAIN
PRE-FAB FIREPLACE FLUE — MASONRY FIREPLACE FLUE — REBAR
CEILING DETAIL DIAGRAM — WORK POINT — 6/12 ROOF PITCH
SECTION/ VIEW MARKER — ELEVATION MARKER — REVISION MARKER
FACE BRICK — HORIZONTAL SIDING — ASPHALT SHINGLES ROOFING — CONCRETE
STONE — SHAKE SIDING — CEDAR SHAKE ROOFING — GRAVEL
FIELD STONE — STUCCO / E.I.F.S. — METAL ROOFING — FACE BRICK OR STONE (CUT SECTION)

WINDOW & DOOR NOTES

EXAMPLE WINDOW: 2555 = 2'-5" X 5'-5" (E) – EGRESS WINDOW (T) – TEMPERED GLASS
EXAMPLE DOOR: 2468 = 2'-4" X 6'-8" (F) – FIXED WINDOW

ELECTRICAL SYMBOLS:

SINGLE OUTLET (1) — SWITCHED DUPLEX OUTLET (2) — TELEVISION JACK
DUPLEX OUTLET (2) — $ SWITCH — TELEPHONE JACK
QUAD. OUTLET (4) — $K DOOR ACTIVATED SWITCH — HDMI JACK
FLUORESCENT LIGHT FIXTURE — AUDIO SYSTEM JACK
CEILING MOUNTED LIGHT FIXTURE — EXHAUST FAN (VENTED TO EXTERIOR)
RECESSED CAN LIGHT — EXHAUST FAN/LIGHT (VENTED TO EXTERIOR)
DIRECTIONAL RECESSED CAN LIGHT — UNDER CABINET LIGHT
RECESSED W.P. LED CAN LIGHT — UNDER CABINET LED LIGHT STRIP
WALL MOUNTED LIGHT FIXTURE — LAMP W/ POST
FLOOD LIGHT WITH MOTION DET. — CEILING MOUNTED FAN/LIGHT
A/C HARD WIRED CARBON MONOXIDE DETECTOR W/ BATTERY BACKUP — 110V SMOKE DETECTOR WIRED IN SERIES W/ BATTERY BACKUP RUN ON DEDICATED CIRCUIT

WALL TYPES

NEW FRAME WALL — NEW FOUNDATION WALL & FOOTING
DRYWALL, ARCHED OR CASED OPENING — DEPRESSED FOUNDATION WALL
BEARING WALL ABOVE — TR. SILL PLATE @ FDTN. WALL

IMPERVIOUS SURFACE	
EXISTING FOOTPRINT	1,735.0 S.F.
PROPOSED FOOTPRINT	2,872.1 S.F.
PROPOSED DECK	739.2 S.F.
EXISTING DRIVEWAY	205.9 S.F.
TOTAL IMPERVIOUS SURFACE	5,552.2 S.F.

DRAWING INDEX

A000 SITE PLAN, DRAWING INDEX, GENERAL NOTES
A010 DETACHED GARAGE DEMOLITION PLAN
FIRST FLOOR DEMOLITION PLAN, SECOND FLOOR DEMOLITION PLAN,
A100 FOUNDATION PLAN
A101 FIRST FLOOR PLAN
A102 SECOND FLOOR PLAN
A103 GARAGE FIRST FLOOR PLAN
GARAGE SECOND FLOOR PLAN
A200 FRONT ELEVATION, REAR ELEVATION
A201 LEFT SIDE ELEVATION, RIGHT SIDE ELEVATION
A202 GARAGE FRONT ELEVATION, GARAGE REAR ELEVATION, GARAGE RIGHT SIDE ELEVATION, GARAGE LEFT SIDE ELEVATION
E101 FIRST FLOOR ELECTRICAL PLAN
E102 SECOND FLOOR ELECTRICAL PLAN
E102 GARAGE ELECTRICAL PLAN

NOTE TO CONTRACTORS

• ALL CONTRACTORS PRIOR TO CONSTRUCTION ARE TO FAMILIARIZE THEMSELVES WITH THE PLANS AND EXISTING CONDITIONS OF THE PROJECT. ALL CONTRACTORS ARE RESPONSIBLE FOR PERFORMING WITHIN INDUSTRY STANDARDS AND TO COMPLY WITH ALL APPLICABLE CODES. NOTIFY ARCHITECT OF ANY CONDITIONS OR DISCREPANCIES ON PLANS WHICH MAY INTERFERE WITH SUCCESSFUL COMPLETION OF THE PROJECT, PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR DEMOLITION.
• ALL NOTES SHOWN ARE TYPICAL, AND SOME MAY NOT APPLY TO THE SCOPE OF WORK.

CODE CONFORMANCE

THE DRAWINGS AND RELATED CONSTRUCTION TO CONFORM WITH THE FOLLOWING

2018 INTERNATIONAL RESIDENTIAL CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2015 INTERNATIONAL ENERGY CONSERVATION CODE
2018 INTERNATIONAL FIRE CODE
2017 NATIONAL ELECTRIC CODE
2014 ILLINOIS PLUMBING CODE
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
CITY OF CRYSTAL LAKE CODE OF ORDINANCES

PLUMBING NOTES

• PROVIDE GAS SHUTOFF VALVES TO ALL GAS APPLIANCES & FIREPLACES
• ALL FRAMING DRILLED FOR PLUMBING VENTS OR SIMILAR HOLES TO BE IN A 2 X 6 MIN. STUD WALL
• ALL WATER LINES TO A SECOND FLOOR TO HAVE 18" AIR CHAMBERS
ABOVE GROUND WASTE – SCHEDULE 40 PVC, 1120 SERIES
BELOW GROUND WASTE – SCH 40 PVC OR CAST IRON
ABOVE GROUND WATER – TYPE L COPPER, NO LEAD SOLDER
BELOW GROUND WATER – TYPE K COPPER
• UNDERGROUND SANITARY SHALL BE 4" MIN.
• COLORED PRIMER & STAIN TEST REQUIRED ON ALL PVC PIPING
• 75 LB. AIR OR WATER PRESSURE TEST REQUIRED ON WATER PIPING

HVAC NOTES:

• HVAC CONTRACTOR TO VERIFY NEW & EXISTING HVAC SYSTEMS IN FIELD
• HVAC CONTRACTOR TO VERIFY HVAC SYSTEMS ARE CAPABLE OF PROVIDING ADEQUATE AIR FLOW TO NEW ADDITION. UPDATE, REPLACE, ADD TO OR MOVE AS REQ'D
• FOR ANY PROPOSED ATTIC FURNACES, PROVIDE A SMOKE/CO2 DETECTOR, PROVIDE FLOOR DRAIN WITH PAN & AUTO SHUT OFF VALVE (FOR DRAIN BACK UP) ALONG WITH ANY OTHER REQUIREMENTS WHICH MAY BE NEEDED TO SATISFY LOCAL & NATIONAL BUILDING CODES
• DUCT JOINTS AND SEAMS SHALL BE MADE SUBSTANTIALLY AIR TIGHT
• DUCTS SHALL BE SUPPORTED @ 10'-0" MIN. INTERVALS
• PROVIDE MIN. 36" DEEP X 30" WIDE X 78" HIGH CLEAR WORK AREA IN FRONT OF FURNACE SERVICE PANEL

FINISHES

• ALL INTERIOR & EXTERIOR FINISHES INCLUDING BUT NOT LIMITED TO MOULDING, DOORS, WINDOWS, SIDING, ROOFING, ETC. ARE TO MATCH EXISTING UNLESS OTHERWISE NOTED.

DESIGN LOADING VALUES

ROOF =30 PSF LIVE LOAD — WALLS =20 PSF MIND FOR 0-20 FT. HEIGHT
CEILING =20 PSF LIVE LOAD — =25 PSF MIND FOR 21-29 FT. HEIGHT
FLOOR =60 PSF LIVE FOR EXTERIOR BALCONY — =30 PSF MIND FOR 30 FT. AND ABOVE
=40 PSF LIVE FOR FLOORS, DECKS, STAIRS — SOIL =3000 PSF MINIMUM ASSUMED
OWNER/CONTRACTOR RESPONSIBLE TO VERIFY

CONCRETE/MASONRY NOTES:

• SEE FOUNDATION PLAN AND SECTIONS FOR HEIGHT, THICKNESS & REINFORCING OF FOUNDATION WALLS
• FOUNDATION REINFORCING TO BE GRADE 60. LAP CONTINUOUS BARS 36 DIAMETERS.
• ALL FOUNDATION WALLS WITH FULL MASONRY VENEER ABOVE TO BE A MINIMUM OF 10" THICK
• ALL EXTERIOR WALKOUT OR ENGLISH BASEMENT FRAME WALLS 6" (2x6 W/ 1/2" SHEATHING)
• STRENGTH OF CONCRETE AFTER 28 DAYS: TO BE 3000 PSI FOR CONCRETE WALLS & 3500 PSI FOR CONCRETE FLAT WORK AND EXTREME CONDITIONS
• ALL PORCHES, STEPS AND GARAGE FLOOR SLABS SHALL BE A MIN. OF 3500 PSI & BETWEEN 5% & 7% AIR ENTRAINED
• FOUNDATION HEIGHT TO BE AT SUCH A LEVEL SO NEW TOP OF FINISHED FLOOR MATCHES EXISTING TOP OF FINISHED FLOOR, UNLESS OTHERWISE NOTED.
• PROVIDE SAW CUTS IN EXISTING FOUNDATION TO PROVIDE FOR ADEQUATE ACCESS EITHER TO NEW CRAWL SPACE OR BASEMENT, PER PLANS AND LOCAL CODES.
• PROVIDE SAW CUTS IN EXISTING FOUNDATION FOR HVAC ACCESS TO NEW ADDITION AS REQ'D.
• CONTRACTOR IS RESPONSIBLE TO PROVIDE VERIFICATION OF EXISTING STRENGTH AND DEPTH OF EXISTING FOUNDATION AND FOOTING.
• MASONRY MORTAR TO BE TYPE N.

WINDOW NOTES:

• VERIFY ALL NEW WINDOW SIZES IN FIELD PRIOR TO PURCHASE
• NEW WINDOWS TO MATCH EXISTING WINDOW TYPE & STYLE, UNLESS OTHERWISE NOTED
• TOP OF WINDOWS IN REMODELED AREAS TO MATCH EXISTING UNLESS FOLLOWING HDR. HEIGHTS BELOW
• FOR BASEMENTS, TOP OF WINDOWS @ 6'-8" (80") ABOVE FLOOR SLAB, UNLESS OTHERWISE NOTED
• FOR 10'-0" PLATES, TOP OF WINDOWS @ 106-3/4" ABOVE SUB-FLOOR, UNLESS OTHERWISE NOTED
• FOR 9'-0" PLATES, TOP OF WINDOWS @ 94-3/4" ABOVE SUB-FLOOR, UNLESS OTHERWISE NOTED
• FOR 8'-0" PLATES, TOP OF WINDOWS @ 82-3/4" ABOVE SUB-FLOOR, UNLESS OTHERWISE NOTED
• ALL WINDOWS ARE DESIGNATED IN ROUGH OPENING, SHOWN IN FEET & INCHES
EXAMPLE: 2555 = 2'-5" X 5'-5" (TO BE MET WITHIN 2" OR EXCEEDED), DEPENDING ON MFG.
• PROVIDE (2) 2 X 12 HDR. ABOVE ALL NEW WINDOWS & OPENINGS, UNLESS OTHERWISE NOTED
• VERIFY ALL EXISTING HEADERS, WHERE BEARING WILL BE INCREASED AS A RESULT OF THE REMODELING, TO BE MIN. (2) 2 X 12 HDR., UNLESS OTHERWISE NOTED
• PROVIDE TEMPERED SAFETY GLAZING IN ALL NEW WINDOWS WITHIN 24" OF ANY DOOR, WITHIN 18" OF FLOOR, IN TUB & SHOWER ENCLOSURES, & IN STAIR WELLS
• PROVIDE WINDOW GUARDS THAT COMPLY WITH ASTM F2006 OR F2090 WHEN NEW WINDOW SILLS ARE LESS THAN 24" ABOVE FINISHED FLOOR
• ALL NEW FENESTRATIONS SHALL HAVE A MAXIMUM U-VALUE AS FOLLOWS:
WINDOWS & DOORS =(0.30), SKYLIGHTS =(0.55)
• WINDOW & DOOR TAGS: FIXED WINDOW = (F), EGRESS WINDOW = (E), TEMPERED GLASS = (T)

STRUCTURAL NOTES:

• PROVIDE DOUBLE JOISTS UNDER ALL BEARING PARALLEL PARTITIONS, KITCHEN ISLANDS & POINT LOADS
• ALL INTERIOR FRAME WALL PARTITIONS = 3-1/2" (2 X 4 STUD), UNLESS OTHERWISE NOTED
~~• ALL EXTERIOR FRAME WALLS = 6-1/2" (2 X 4 STUD + 1" SHEATHING)~~
~~• ALL EXTERIOR FRAME WALLS WITH MASONRY VENEER = 9-1/2" (2 X 4 STUD + 1" SHEATHING + 1" AIR SPACE + 4" MASONRY VENEER)~~
• ALL EXTERIOR FRAME WALLS = 6" (2 X 6 STUD + 1/2" SHEATHING)
~~• ALL EXTERIOR FRAME WALLS WITH MASONRY VENEER = 11" (2 X 6 STUD + 1/2" SHEATHING + 1" AIR SPACE + 4" MASONRY VENEER)~~
• ALL EXTERIOR DIMENSIONS ARE SNAPPED TO EXTERIOR OF WALL SHEATHING ~~OR FULL MASONRY~~ VENEER & ALSO COINCIDES WITH EXTERIOR OF FOUNDATION EDGE (DIMENSIONS ARE NEVER SNAPPED TO THIN-CUT MASONRY VENEERS, THEY ARE DEPICTED AS A TYPE OF EXTERIOR SIDING/CLADDING)
• ALL STEEL TO BE A-36 & STRUCTURAL STEEL BOLTS TO BE A-325
~~• PROVIDE (5" X 3-1/2" X 5/16") STEEL ANGLE L.L.V. ABOVE OPENINGS UP TO 9'-0" WIDE WITH MASONRY VENEER ABOVE~~
~~• PROVIDE (8" X 4" X 1/2") STEEL ANGLE L.L.V. ABOVE OPENINGS FROM 9'-0" TO 16'-0" WIDE WITH MASONRY VENEER ABOVE~~
~~• PROVIDE (7" X 4" X 3/8") STEEL ANGLE L.L.V. ABOVE 16'-0" & 18'-0" WIDE OVERHEAD DOORS WITH UP TO 2'-0" OF MASONRY VENEER ABOVE~~
~~• PROVIDE (9" X 4" X 9/16") STEEL ANGLE L.L.V. ABOVE 16'-0" & 18'-0" WIDE OVERHEAD DOORS WITH MORE THAN 2'-0" OF MASONRY VENEER ABOVE~~
• STEEL FABRICATOR SHALL PROVIDE ALL MISCELLANEOUS CONNECTORS & SHIMS FOR A COMPLETE INSTALLATION.
~~• STEEL PLITCH PLATE BEAMS TO BE CONNECTED WITH 1/2" ø BOLTS STAGGERED @ 20" O.C. & (2) @ EACH END~~
• ALL STEEL BEAMS, LINTELS & COLUMN PLATES SHALL BE SHOP PRIMED
• WALLS SHALL BE BRACED @ EACH END & 20'-0" BETWEEN PANELS MAX.
• ALL JOISTS, STUDS & RAFTERS TO BE SPF #2 (CANADIAN), UNLESS OTHERWISE NOTED
• ALL HEADERS TO BE (2) 2 X 12 SPF #2 (CANADIAN), UNLESS OTHERWISE NOTED
• THE DIAMETER OF HOLES BORED INTO SOLID SAWN FRAMING MEMBERS SHALL NOT EXCEED 1/3 THE DEPTH OF THE MEMBER & SHALL NOT BE CLOSER THAN 2" FROM THE TOP OR BOTTOM OF THE MEMBER OR TO ANY OTHER HOLE.
~~• THE DIAMETER OF HOLES BORED INTO PRE-ENGINEERED FRAMING MEMBERS SHALL FOLLOW MFG. APPROVED SPECIFICATIONS~~
~~• PROVIDE PRE-ENGINEERED FLOOR JOIST MANUFACTURER'S INSTALLATION INSTRUCTIONS ON THE JOBSITE AT THE TIME OF INSPECTIONS~~
~~• PRE-ENGINEERED FLOOR JOIST TO BE BY "TRUSJOIST" MANUFACTURER OR EQUIVALENT PER MANUFACTURER'S RECOMMENDATIONS~~
~~• PRE-ENGINEERED FLOOR JOIST SUPPLIER SHALL PROVIDE JOIST LAYOUT FROM MANUFACTURER PRIOR TO START OF ROUGH FRAMING~~
• ■ = (2) 2x STUDS IN INTERIOR PARTITIONS WITH DOUBLE JOIST BELOW, UNLESS OTHERWISE NOTED
• ■ = (2) 2x STUDS IN EXTERIOR WALLS, UNLESS OTHERWISE NOTED
• □ = POINT LOAD FROM ABOVE WITH DOUBLE JOIST BELOW, UNLESS OTHERWISE NOTED
• ALL EXTERIOR WALLS OVER 10'-0" TALL TO BE MIN. 2 X 6 STUDS @ 16" O.C.
• ADD 2 X HORIZONTAL BLOCKING, SAME WIDTH AS STUDS, BETWEEN STUDS IN EXTERIOR WALLS OVER 6'-0" IN HEIGHT. EASTEN EXTERIOR SHEATHING TO BLOCKING & TO STUDS.
• HALF WALLS TO BE MIN. 36" TALL, UNLESS OTHERWISE NOTED
• FIREBLOCKING SHALL BE INSTALLED @ THE FOLLOWING LOCATIONS:
– CONCEALED SPACES OF STUD WALLS & PARTITIONS, INCLUDING STAGGERED OR PARALLEL ROWS OF STUDS, VERTICAL AT CEILING & FLOOR LEVELS AND HORIZONTAL AT 10'-0" INTERVALS
– ALL INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS AND COVE CEILINGS
– CONCEALED SPACES BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF THE STAIR RUN
– OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS AND FIREPLACES AT CEILINGS & AT FLOOR LEVEL, WITH NONCOMBUSTIBLE MATERIALS

ELECTRICAL NOTES

• WHEN REMODELING OR ADDING A KITCHEN, LAUNDRY ROOM OR GARAGE, THE FOLLOWING NOTES APPLY:
• ALL OUTLETS ABOVE KITCHEN COUNTERTOP TO BE GFI & MAXIMUM 48" O.C.
• ALL OUTLETS WITHIN 72" OF ANY SINK OR WATER FEATURE TO BE GFI
• ALL OUTLETS IN GARAGE TO BE GFI
• WHEN REMODELING OR ADDING TO EXISTING STRUCTURES THE FOLLOWING NOTES APPLY:
• ALL EXISTING ELECTRICAL COMPONENTS WHICH ARE AFFECTED BY THE REMODELING AND/OR ADDITION ARE TO BE ADJUSTED, UPDATED, MOVED OR MODIFIED AS REQ'D TO CONFORM TO CURRENT LOCAL & NATIONAL ELECTRICAL CODES.
• WHEN MODIFYING AN EXISTING RESIDENCE (ALTERATIONS, REPAIRS OR MODIFICATIONS) THE ENTIRE BUILDING SHALL BE PROVIDED WITH SMOKE & CARBON MONOXIDE DETECTORS PER LOCAL CODE & LOCATED AS REQUIRED FOR A NEW DWELLING.
-(1) COMBO. SMOKE/CARBON MONOXIDE DETECTOR @ EACH FLOOR LEVEL
-(1) SMOKE DETECTOR IN EACH BEDROOM
-(1) COMBO. SMOKE/CARBON MONOXIDE DETECTOR WITHIN 15'-0" OF EACH BEDROOM DOOR/ENTRANCE
• ALL TYPICAL ROOM OUTLETS TO BE SPACED MAX. 12'-0" APART, UNLESS OTHERWISE NOTED
• VERIFY THAT NO POINT ALONG ANY WALL 2'-0" LONG OR LONGER IN ANY HABITABLE ROOM TO BE MORE THAN 6'-0" FROM AN OUTLET
• ALL ELECTRICAL CONDUCTORS ARE TO BE SOLID COPPER IN ELECTRICAL METALLIC TUBING
• ALL OUTLETS SHALL BE ARC FAULT PROTECTED
• ALL 15 & 20 AMP OUTLETS SHALL BE TAMPER RESISTANT
• RECESSED INCANDESCENT OR SURFACE MOUNTED FLUORESCENT LIGHT FIXTURES IN CLOSETS SHALL BE LOCATED 6" MIN. IN FRONT OF THE TOP SHELF. SURFACE MOUNTED INCANDESCENT FIXTURES IN WALK-IN CLOSETS SHALL BE 12" MIN. IN FRONT OF TOP SHELF & SHALL BE FULLY ENCLOSED WITH A GLOBE. SURFACE MOUNTED INCANDESCENT LIGHT FIXTURES ARE NOT PERMITTED IN CLOSETS OTHER THAN WALK-IN CLOSETS
• ALL CEILING OUTLET ELECTRICAL BOXES SHALL BE CAPABLE OF SUPPORTING A CEILING FAN
• PROVIDE SEPARATE 20 AMP CIRCUITS FOR KITCHEN REFRIGERATORS, MICROWAVES, GARBAGE DISPOSALS & DISHWASHERS
• PROVIDE SEPARATE LOCAL DISCONNECTS FOR KITCHEN GARBAGE DISPOSALS & DISHWASHERS
• PROVIDE MIN. 36" DEEP X 30" WIDE X 78" HIGH CLEAR WORK AREA IN FRONT OF ELECTRICAL PANEL
• PROVIDE 200 AMP ELECTRICAL SERVICE FOR BUILDINGS UP TO 6,000 SF.
• PROVIDE 400 AMP ELECTRICAL SERVICE FOR BUILDINGS OVER 6,000 SF.

REVISIONS		
1	05-06-22 JSB	06-13-22 JSB
2	05-20-22 NM	07-06-22 JSB
3	06-25-22 JSB	

DESIGN STAGE
PRELIMINARY DESIGN
PRELIMINARY PRICING
RELEASE FOR BID
FINAL REVIEW
RELEASE FOR PERMIT
REVISION

PRELIMINARY

PARRISH RESIDENCE
123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014

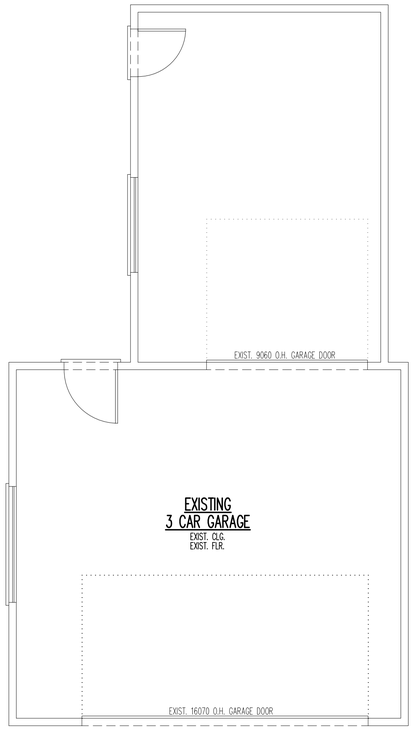
SITE PLAN
GENERAL NOTES
DRAWING INDEX

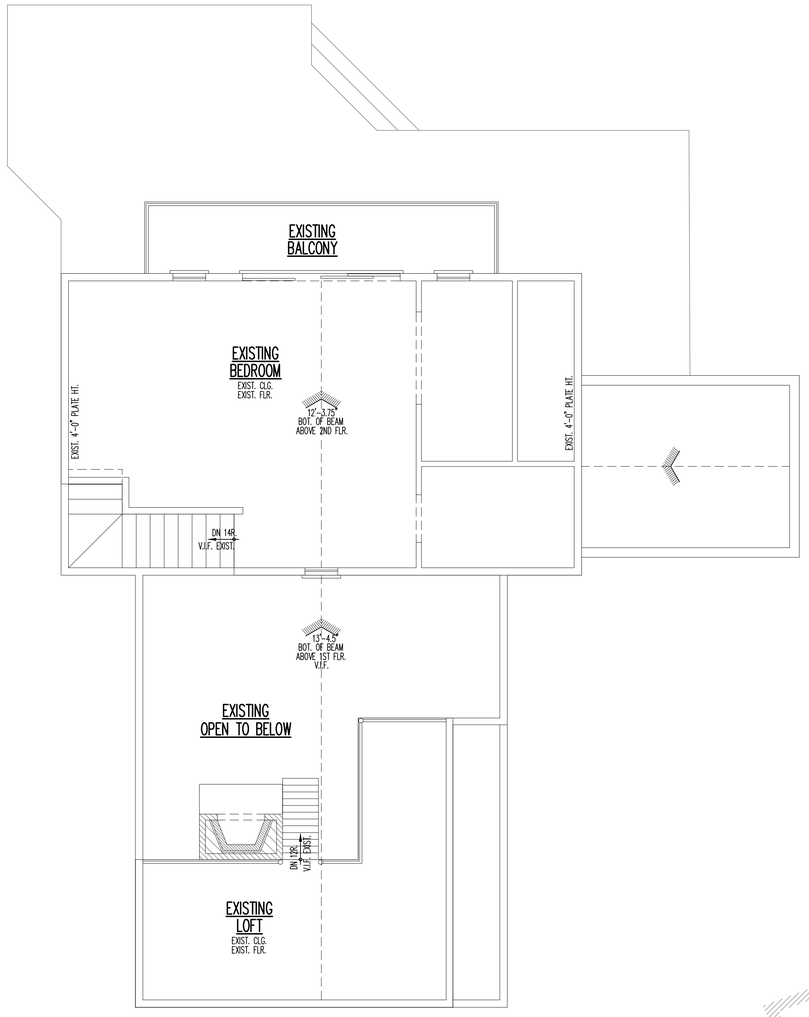
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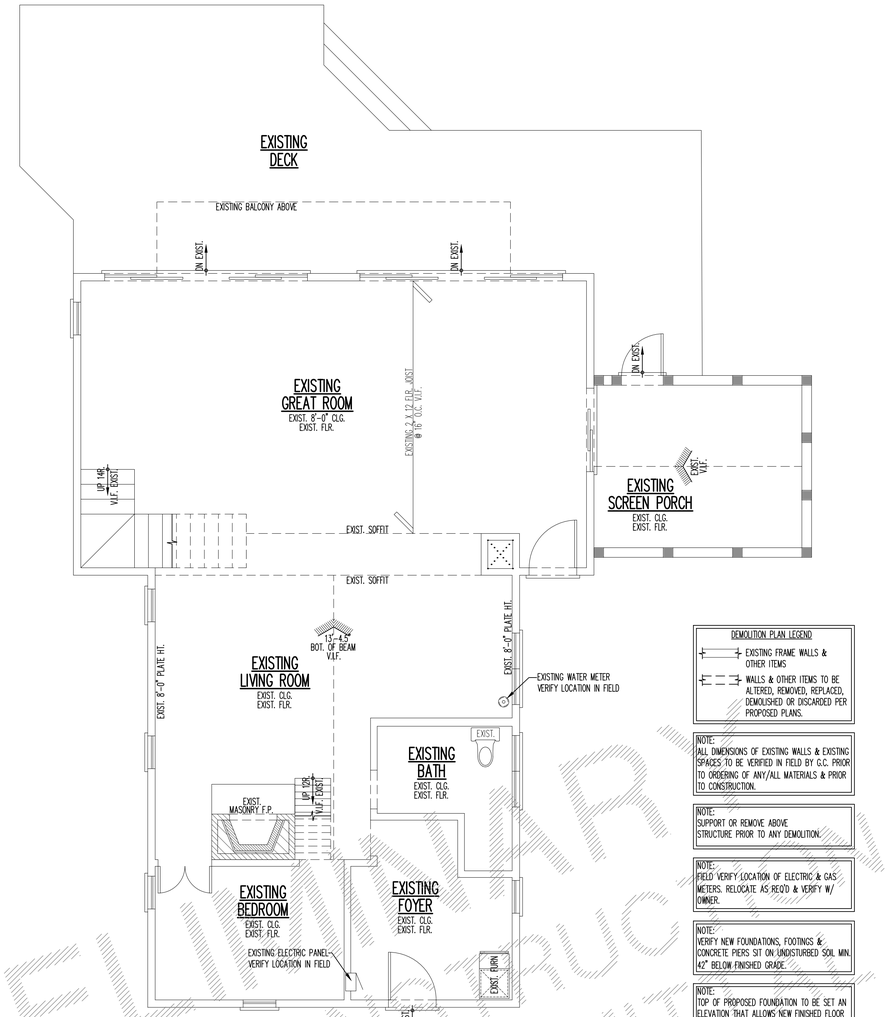
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Sheet Number: A000
File Name: 22131000

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TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"







DEMOLITION PLAN LEGEND

EXISTING FRAME WALLS & OTHER ITEMS

WALLS & OTHER ITEMS TO BE ALTERED, REMOVED, REPLACED, DEMOLISHED OR DISCARDED PER PROPOSED PLANS.

NOTE:
ALL DIMENSIONS OF EXISTING WALLS & EXISTING SPACES TO BE VERIFIED IN FIELD BY G.C. PRIOR TO ORDERING OF ANY/ALL MATERIALS & PRIOR TO CONSTRUCTION.

NOTE:
SUPPORT OR REMOVE ABOVE STRUCTURE PRIOR TO ANY DEMOLITION.

NOTE:
FIELD VERIFY LOCATION OF ELECTRIC & GAS METERS. RELOCATE AS REQ'D & VERIFY W/ OWNER.

NOTE:
VERIFY NEW FOUNDATIONS, FOOTINGS & CONCRETE PIERS SIT ON UNDISTURBED SOIL MIN. 42" BELOW FINISHED GRADE.

NOTE:
TOP OF PROPOSED FOUNDATION TO BE SET AN ELEVATION THAT ALLOWS NEW FINISHED FLOOR TO ALIGN WITH EXISTING, V.I.F.

NOTE:
ALL ELECTRIC SWITCHES, FIXTURES & OUTLETS TO BE INSTALLED AS SHOWN. RE-USE & TIE-INTO EXISTING AS MUCH AS POSSIBLE, VERIFY IN FIELD

1E / A100 DETACHED GARAGE DEMOLITION PLAN 1/4"=1'-0"

1E / A100 SECOND FLOOR DEMOLITION PLAN 1/4"=1'-0"

1E / A100 FIRST FLOOR DEMOLITION PLAN 1/4"=1'-0"

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REVISIONS

1	05-06-22 JSW	PRELIMINARY DESIGN
2	05-20-22 JSW	PRELIMINARY DESIGN
3	06-25-22 JSW	DESIGN REVIEW/COMMENT
4	07-06-22 JSW	RELEASE FOR BID
5		FINAL REVIEW
		RELEASE FOR PERMIT
		REVISION

DESIGN STAGE

PRELIMINARY

PARRISH RESIDENCE
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FIRST FLOOR DEMOLITION PLAN
SECOND FLOOR DEMOLITION PLAN
DETACHED GARAGE DEMOLITION PLAN

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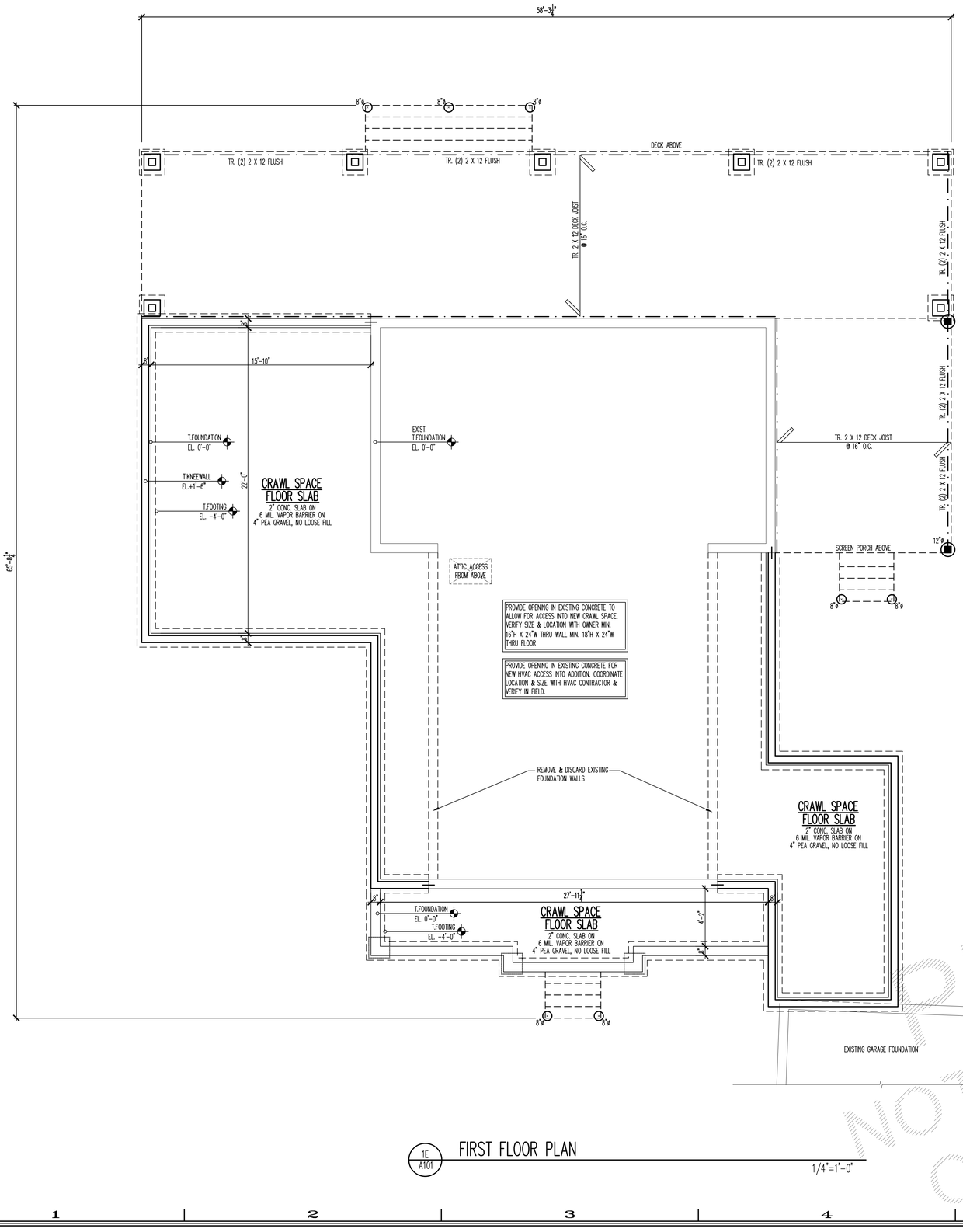
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1E / A101 FIRST FLOOR PLAN

1/4"=1'-0"

DEMOLITION PLAN LEGEND

EXISTING FRAME WALLS & OTHER ITEMS

WALLS & OTHER ITEMS TO BE ALTERED, REMOVED, REPLACED, DEMOLISHED OR DISCARDED PER PROPOSED PLANS.

NOTE:
ALL DIMENSIONS OF EXISTING WALLS & EXISTING SPACES TO BE VERIFIED IN FIELD BY G.C. PRIOR TO ORDERING OF ANY/ALL MATERIALS & PRIOR TO CONSTRUCTION.

NOTE:
SUPPORT OR REMOVE ABOVE STRUCTURE PRIOR TO ANY DEMOLITION.

NOTE:
FIELD VERIFY LOCATION OF ELECTRIC & GAS METERS. RELOCATE AS REQ'D & VERIFY W/ OWNER.

NOTE:
VERIFY NEW FOUNDATIONS, FOOTINGS & CONCRETE PIERS SIT ON UNDISTURBED SOIL MIN. 42" BELOW FINISHED GRADE.

NOTE:
TOP OF PROPOSED FOUNDATION TO BE SET AN ELEVATION THAT ALLOWS NEW FINISHED FLOOR TO ALIGN WITH EXISTING, V.I.F.

DECK CONSTRUCTION

- ALL OUTDOOR DECK FRAMING LUMBER TO BE PRESSURE TREATED SPF#2 LUMBER UNLESS OTHERWISE NOTED

CONCRETE PIERS:
- -PIER DIAMETER PER PLAN
- -TOP OF PIER 6" MIN. ABOVE FIN. GRADE
- -BOTTOM OF PIERS TO SIT ON UNDISTURBED SOIL 42" MIN. BELOW FIN. GRADE

DECK POSTS:
- -SIZE OF POSTS PER PLAN
- -POST FASTENED TO CONC. PIER W/ GALVANIZED STEEL POST TO PIER STANDOFF BRACKET
- -PROVIDE DECK JOIST/BEAM TO CONC. PIER CONNECTION BRACKET FOR DECKS WITHOUT POSTS

DECK:
- -TR. DECK JOIST PER PLAN
- -TR. 2x LEDGER BOARD (2 X 8 MIN.) FOR DECK TO HOUSE CONNECTION, PER PLAN
- -CODE REQUIRED LATERAL DECK TO HOUSE CONNECTIONS PER PLAN
- -TR. 5/4" X 6" DECKING LAYED PERP. TO DECK JOIST W/ 1/8" SPACING PER MFG. SPECS. OR COMPOSITE DECKING INSTALLED PER MFG. SPECS.

DECK STAIR(S):
- -MIN. (1) STAIR SET DOWN TO GRADE. LOCATION PER PLAN, VERIFY W/ OWNER
- -STAIR RISER HEIGHT 7-3/4" MAX (SOLID) W/ 4" MAX. OPENINGS
- -STAIR TREAD 10" MIN.
- -STAIR WIDTH 36" MIN.
- -STAIR HAND RAILING REQ'D ON MIN. (1) SIDE OF STAIR & BOTH SIDES OF STAIR WHEN APPLICABLE
- -CONC. PIER @ BOTTOM OF EACH STAIR STRINGER
- -CONC. STOOP 36" X STAIR WIDTH @ BOTTOM OF DECK STAIR WHEN APPLICABLE

TR. WOOD DECK RAILING(S):
- -36" HIGH GUARD RAILINGS REQ'D ON ALL DECKS GREATER THAN 30" ABOVE ADJACENT WALKING LEVEL(S)
- -TR. 4 X 4 POSTS SPACED AS REQ'D FOR RAILING SYSTEM TO RESIST 200# LATERAL LOAD
- -TR. 2 X 6 VERT. & HOR. @ TOP HAND RAIL
- -TR. 2 X 2 BALUSTERS W/ 4" MAX. OPENINGS

- VERIFY STYLES W/ OWNER. ACCEPTABLE TO SUBSTITUTE-OUT STANDARD WOOD DECKING & WOOD RAILING SYSTEMS FOR OTHER SYSTEMS (i.e. COMPOSITE DECKING & METAL RAILINGS). ALL SUBSTITUTIONS TO MEET MFG. SPECS. & LOCAL CODES FOR CONSTRUCTION.
- ALL DECK HANGERS, BRACKETS & FASTENING SYSTEMS TO MEET MFG. SPECS. & LOCAL CODES FOR CONSTRUCTION.
- REFER TO STAIR NOTES ON SHEET A000 AND STAIR & RAIL DETAIL ON SHEET A301 FOR ADDITIONAL CONSTRUCTION SPECS. & CODE REQUIREMENTS.

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REVISIONS

1	05-06-22 JSH
2	05-20-22 NM
3	06-25-22 JSH
4	07-01-22 JSH
5	

DESIGN STAGE
- PRELIMINARY DESIGN 05-06-22
- PRELIMINARY DESIGN 05-20-22
- DESIGN & BUDGET 06-25-22
- RELEASE FOR BID 07-01-22
- FINAL REVIEW
- RELEASE FOR PERMIT
- REVISION

PARRISH RESIDENCE
123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014

PRELIMINARY

FOUNDATION PLAN

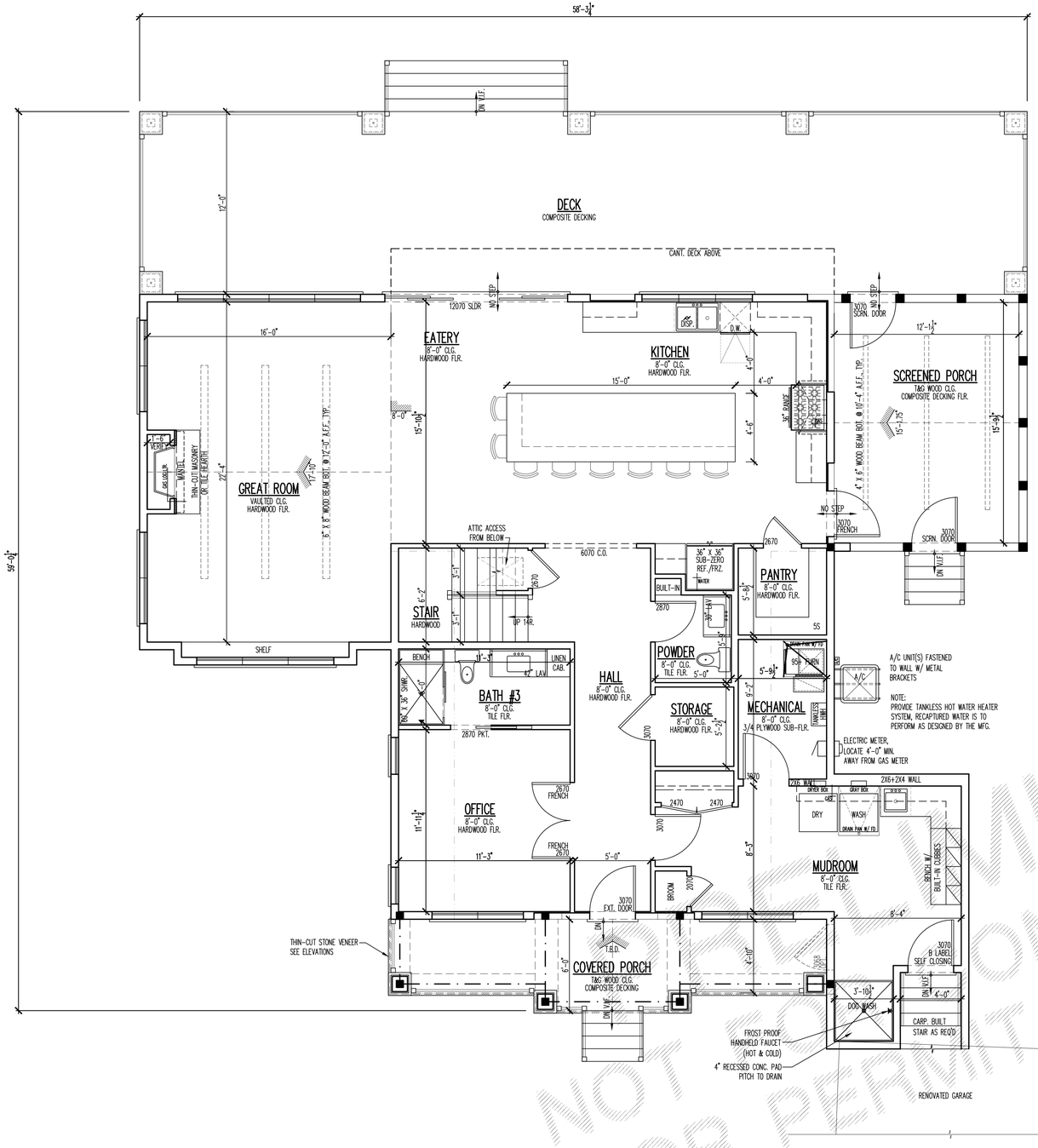
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1E
A101 FIRST FLOOR PLAN

1/4"=1'-0"

ALA SQUARE FOOTAGE	
EXISTING FIRST FLOOR	993
EXISTING SECOND FLOOR	640
EXISTING RESIDENCE TOTAL	1633
EXISTING GARAGE TOTAL	742
PROPOSED FIRST FLOOR	1740
PROPOSED SECOND FLOOR	1138
PROPOSED RESIDENCE TOTAL	2878
PROPOSED GARAGE BONUS ROOM	476

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TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"

REVISIONS

	DESIGN STAGE	1	2	3	4	5
PRELIMINARY DESIGN	05-06-22 JGM					
PRELIMINARY DESIGN	05-20-22 NJM					
RELEASE FOR BID	06-23-22 JGM					
FINAL REVIEW	07-01-22 JGM					
RELEASE FOR PERMIT						
REVISION						

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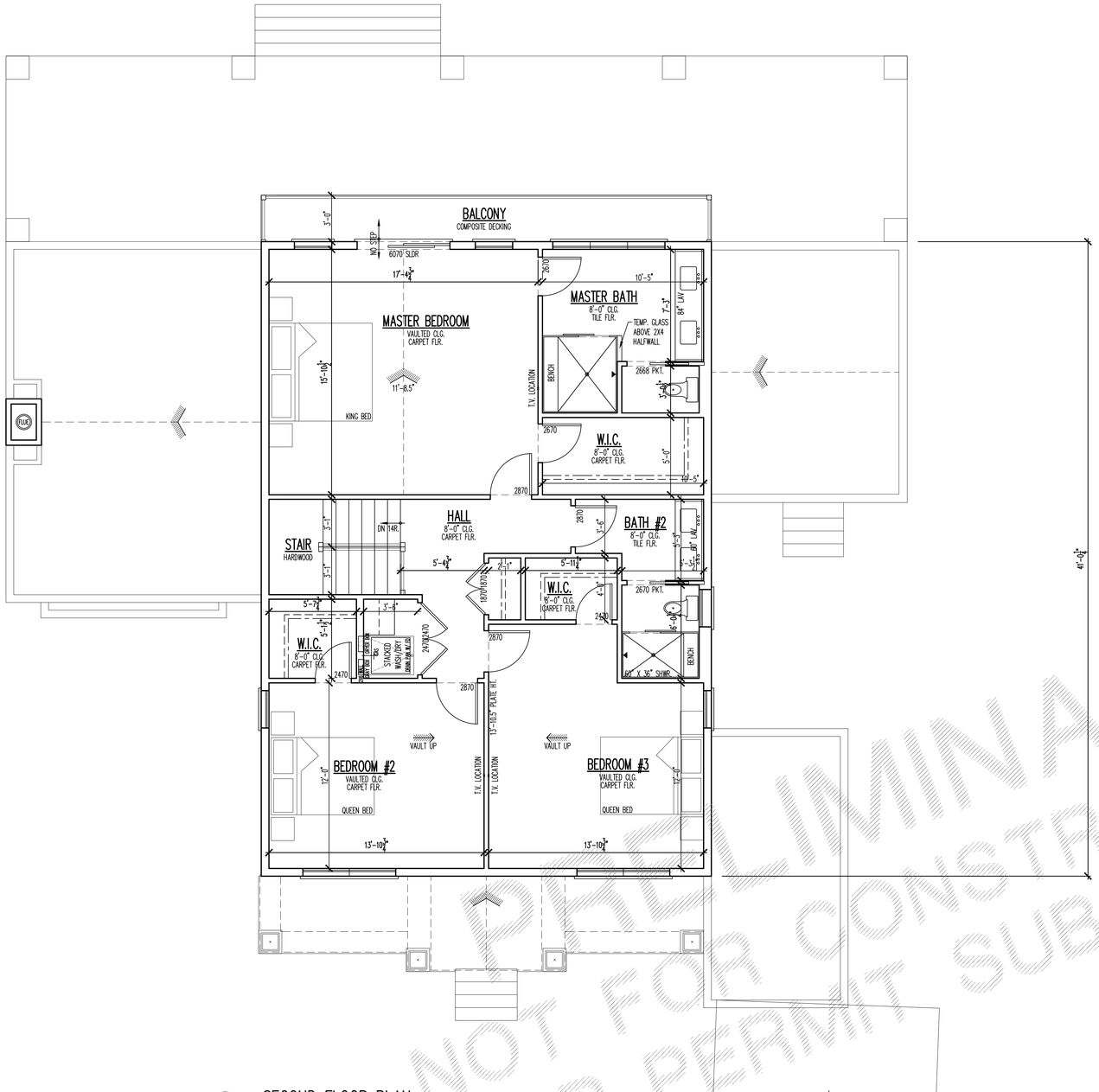
FIRST FLOOR PLAN

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TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"



1E / A102 SECOND FLOOR PLAN

1/4"=1'-0"

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DESIGN STAGE

PRELIMINARY DESIGN	
PRELIMINARY DESIGN	
DESIGN & BUDGET	
RELEASE FOR BID	
FINAL REVIEW	
RELEASE FOR PERMIT	
REVISION	

REVISIONS

	1	2	3	4	5
	05-06-22 JGM	05-20-22 NJM	06-23-22 JGM	07-01-22 JGM	

PRELIMINARY

PARRISH RESIDENCE
123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014

SECOND FLOOR PLAN

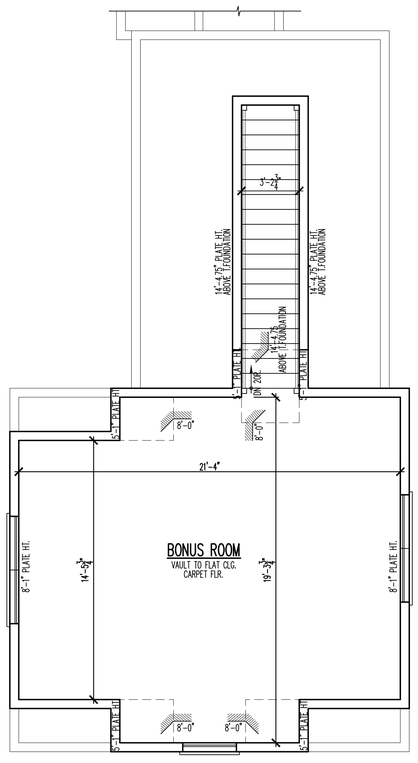
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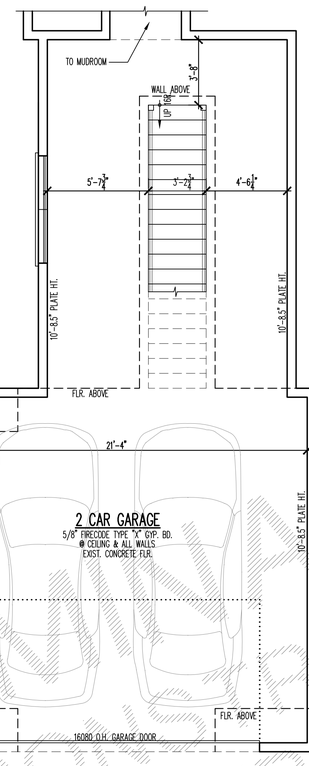
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1E A103 GARAGE SECOND FLOOR PLAN

1/4"=1'-0"



1E A103 GARAGE FIRST FLOOR PLAN

1/4"=1'-0"

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REVISIONS

	DESIGN STAGE	
1	PRELIMINARY DESIGN	05-06-22 JSK
2	PRELIMINARY DESIGN	05-20-22 NJM
3	DESIGN REVIEW/COMMENT	06-25-22 JSK
4	RELEASE FOR BID	07-06-22 JSK
5	FINAL REVIEW	
A	RELEASE FOR PERMIT	
Δ	REVISION	

PARRISH RESIDENCE
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PRELIMINARY

GARAGE FIRST FLOOR PLAN
GARAGE SECOND FLOOR PLAN

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TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"



1E / A200 REAR ELEVATION

1/4"=1'-0"



1E / A200 FRONT ELEVATION

1/4"=1'-0"

ELEVATION NOTES

- DO NOT SCALE ELEVATIONS, VERIFY WALL HEIGHTS WITH PLANS, CONTACT ARCHITECT WITH ANY DISCREPANCIES
- WHEN INTERSECTING TWO ROOF PLANES WITH DIFFERENT ROOF PITCHES, BLOCK TOP OF STUD WALL OR BEAM AS REQUIRED TO ALLOW FASCIAS TO LINE UP RETAINING A COMMON EAVE DISTANCE.
- SEE ROOF PLAN FOR TYPICAL EAVE AND RAKE DISTANCES UNLESS OTHERWISE NOTED ON ELEVATIONS
- IF RIDGE AND SOFFIT VENTS PROVIDE LESS THAN THE CODE MINIMUM, ADD CAN VENTS AS NEEDED TO THE REAR AND SIDE ELEVATIONS

WINDOW NOTES

- ALL WINDOWS ARE DESIGNATED IN ROUGH OPENING, SHOWN IN FEET & INCHES EXAMPLE: 2555 = 2'-5" X 5'-5" (TO BE MET WITHIN 2" OR EXCEEDED), DEPENDING ON MFG.

TEMPERED GLASS = (T)
FIXED WINDOW = (F)
EGRESS WINDOW = (E)
EGRESS WINDOW BREAKDOWN =
MIN. CLEAR OPEN AREA OF 5.7 S.F.
MIN. CLEAR OPEN WIDTH OF 20"
MIN. CLEAR OPEN HEIGHT OF 24"
MAX. SILL HEIGHT OF 44"

REMODELING & ADDITION NOTES

- WHEN ALIGNING NEW ROOF PLANES WITH EXISTING, VERIFY EXISTING ROOF PITCH IN FIELD PRIOR TO PURCHASE OR ORDERING OF ROOFING STRUCTURAL AND FINISHING MATERIALS.
- ALL NEW SIDING TO MATCH EXISTING UNLESS OTHERWISE NOTED. VERIFY WITH OWNER.
- ALL NEW FASCIA, FRIEZE AND SOFFITS TO MATCH EXISTING UNLESS OTHERWISE NOTED, VERIFY WITH OWNER.
- VERIFY SIZE OF WINDOWS IN FIELD PRIOR TO PURCHASE.
- ALL BEDROOMS MUST BE PROVIDED ONE EGRESS WINDOW SIZE TO MEET LOCAL CODE. VERIFY LOCATION WITH PLANS AND OWNER.

REVISIONS
1 05-06-22 JSM
2 05-20-22 NJM
3 05-25-22 JSM
4
5

DESIGN STAGE
PRELIMINARY DESIGN
PRELIMINARY DESIGN
ADDENDUM #1 TO BIDDERS
RELEASE FOR BID
FINAL REVIEW
RELEASE FOR PERMIT
REVISION

PARRISH RESIDENCE
123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014

PRELIMINARY

FRONT ELEVATION
REAR ELEVATION

A L A Architects & Planners, Inc.
IL Telephone: 815-788-9200 WI Telephone: 262-250-0021
2600 Belvan Road at Rt. 176, Crystal Lake, IL 60014
98 W. Main St., Lake Geneva, WI 53147
40 Crystal St., Crys, IL 60013
1700 E. Racine Ave., Waukesha, WI 53186

Job Number: 22131
Sheet Number: A200
File Name: LA170172200

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OR PERMIT
PRELIMINARY
SUBMITTAL



1E
A201

LEFT SIDE ELEVATION

1/4"=1'-0"



1E
A201

RIGHT SIDE ELEVATION

1/4"=1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION
OR PERMIT SUBMITTAL

TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"

REVISIONS

1	05-06-22 JSK	PRELIMINARY DESIGN
2	05-20-22 NJM	PRELIMINARY DESIGN
3	06-25-22 JSK	DESIGN REVIEW
4	07-06-22 JSK	RELEASE FOR BID
5	08-23-22 JSK	FINAL REVIEW
		RELEASE FOR PERMIT
		REVISION

DESIGN STAGE

PARRISH RESIDENCE
123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014

LEFT SIDE ELEVATION
RIGHT SIDE ELEVATION

Architects & Planners, Inc.
IL Telephone: 815-788-9200 WI Telephone: 262-259-0021
2600 Behan Road at Rt. 176, Crystal Lake, IL 60014
98 W. Main St. Lake Geneva, WI 53147
1700 E. Racine Ave. Waukesha, WI 53186
40 Crystal St. Cary, IL 60013

Job Number: 22131

Sheet Number: A201

File Name: LAYOUT2600

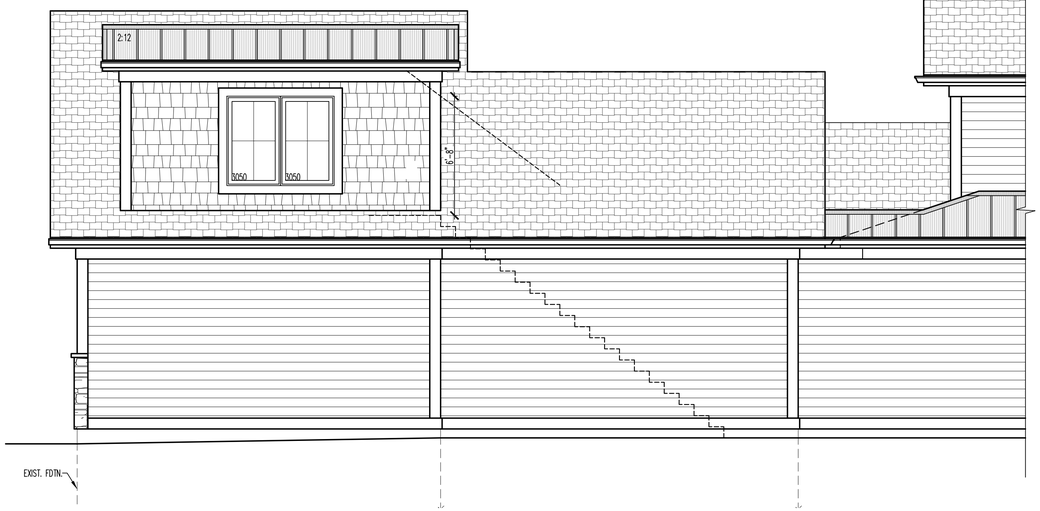
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TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"



5E A202 GARAGE LEFT SIDE ELEVATION

1/4"=1'-0"



5E A202 GARAGE RIGHT SIDE ELEVATION

1/4"=1'-0"

ELEVATION NOTES

- DO NOT SCALE ELEVATIONS, VERIFY WALL HEIGHTS WITH PLANS, CONTACT ARCHITECT WITH ANY DISCREPANCIES
- WHEN INTERSECTING TWO ROOF PLANES WITH DIFFERENT ROOF PITCHES, BLOCK TOP OF STUD WALL OR BEAM AS REQUIRED TO ALLOW FASCIAS TO LINE UP RETAINING A COMMON EAVE DISTANCE.
- SEE ROOF PLAN FOR TYPICAL EAVE AND RAKE DISTANCES UNLESS OTHERWISE NOTED ON ELEVATIONS
- IF RIDGE AND SOFFIT VENTS PROVIDE LESS THAN THE CODE MINIMUM, ADD CAN VENTS AS NEEDED TO THE REAR AND SIDE ELEVATIONS

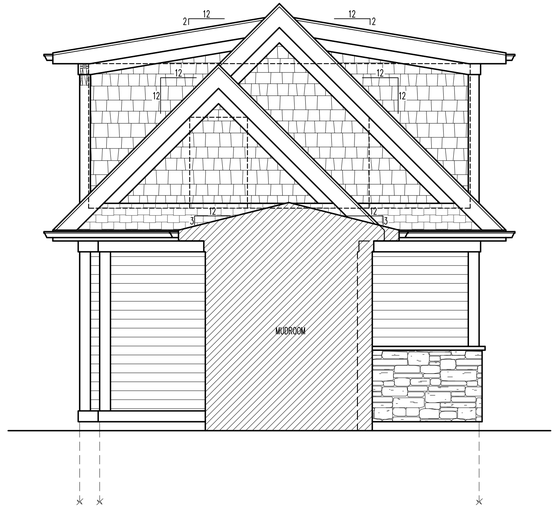
WINDOW NOTES

- ALL WINDOWS ARE DESIGNATED IN ROUGH OPENING, SHOWN IN FEET & INCHES EXAMPLE: 2555 = 2'-5" X 5'-5" (TO BE MET WITHIN 2" OR EXCEEDED), DEPENDING ON MFG.

TEMPERED GLASS = (T)
FIXED WINDOW = (F)
EGRESS WINDOW = (E)
EGRESS WINDOW BREAKDOWN =
MIN. CLEAR OPEN AREA OF 5.7 S.F.
MIN. CLEAR OPEN WIDTH OF 20"
MIN. CLEAR OPEN HEIGHT OF 24"
MAX. SILL HEIGHT OF 44"

REMODELING & ADDITION NOTES

- WHEN ALIGNING NEW ROOF PLANES WITH EXISTING, VERIFY EXISTING ROOF PITCH IN FIELD PRIOR TO PURCHASE OR ORDERING OF ROOFING STRUCTURAL AND FINISHING MATERIALS.
- ALL NEW SIDING TO MATCH EXISTING UNLESS OTHERWISE NOTED. VERIFY WITH OWNER.
- ALL NEW FASCIA, FRIEZE AND SOFFITS TO MATCH EXISTING UNLESS OTHERWISE NOTED, VERIFY WITH OWNER.
- VERIFY SIZE OF WINDOWS IN FIELD PRIOR TO PURCHASE.
- ALL BEDROOMS MUST BE PROVIDED ONE EGRESS WINDOW SIZE TO MEET LOCAL CODE. VERIFY LOCATION WITH PLANS AND OWNER.



5E A202 GARAGE REAR ELEVATION

1/4"=1'-0"



5E A202 GARAGE FRONT ELEVATION

1/4"=1'-0"

DESIGN STAGE	REVISIONS
PRELIMINARY DESIGN 05-06-22 JGM	1 06-23-22 JGM
PRELIMINARY DESIGN 05-20-22 JGM	2 07-01-22 JGM
CLIENT REVIEW	3 05-25-22 JGM
RELEASE FOR BID	4
FINAL REVIEW	5
RELEASE FOR PERMIT	
REVISION	

PARRISH RESIDENCE
123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014

PRELIMINARY

GARAGE FRONT ELEVATION
GARAGE REAR ELEVATION
GARAGE RIGHT SIDE ELEVATION
GARAGE LEFT SIDE ELEVATION

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2600 Behan Road at Rt. 176 98 W. Main St.
Crystal Lake, IL 60014 Lake Geneva, WI 53147
40 Crystal St. 1700 E. Racine Ave.
Cary, IL 60013 Waukesha, WI 53186

Job Number: 22131
Sheet Number: A202
File Name: LAYOUT2600

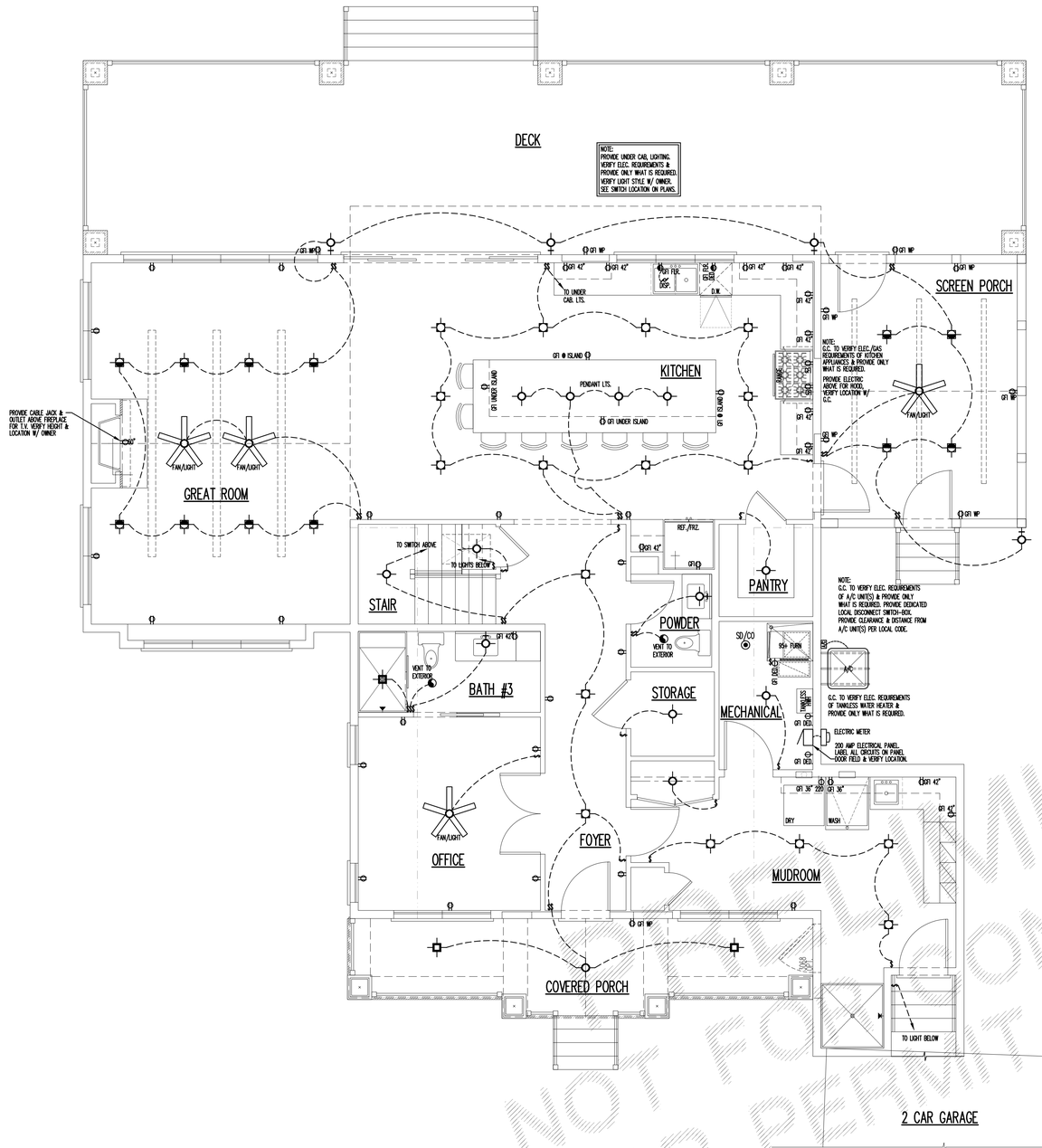
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TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"

ELECTRICAL SYMBOLS

- SINGLE OUTLET (1)
- DUPLEX OUTLET (2)
- QUAD. OUTLET (4)
- SWITCHED DUPLEX OUTLET (2)
- CEILING MOUNTED LIGHT FIXTURE
- RECESSED CAN LIGHT
- DIRECTIONAL RECESSED CAN LT.
- WALL MOUNTED LIGHT FIXTURE
- RECESSED WATER PROOF LED CAN LIGHT (EXTERIOR)
- EXTERIOR LAMP W/ POST
- FLUORESCENT LIGHT FIXTURE
- $ SWITCH
- $D DOOR ACTIVATED SWITCH
- $M MOTION ACTIVATED SWITCH
- T THERMOSTAT CONTROLS
- EXHAUST FAN, VENTED TO EXTERIOR
- EXHAUST FAN/LIGHT, VENTED TO EXTERIOR
- FLOOD LIGHT W/ MOTION DETECTOR
- CEILING MOUNTED FAN/LIGHT
- .....LED LIGHT STRIP
- TELEVISION JACK
- TELEPHONE JACK
- HDMI JACK
- SD 110V SMOKE DETECTOR WIRED IN SERIES W/ BATTERY BACKUP, RUN ON DEDICATED CIRCUIT
- SD/CO 110V SMOKE & CARBON MONOXIDE DETECTOR COMBO. WIRED IN SERIES W/ BATTERY BACKUP, RUN ON DEDICATED CIRCUIT
- P.C. = PULL CHAIN LIGHT
- W.P. = WATER PROOF
- GFI = GROUND FAULT CIRCUIT INTERRUPTER



1E / E101 FIRST FLOOR ELECTRICAL PLAN

1/4"=1'-0"

DESIGN STAGE	REVISIONS
PRELIMINARY DESIGN	
PRELIMINARY DESIGN	05-06-22 JSK
PRELIMINARY COST ESTIMATE	05-20-22 NJM
RELEASE FOR BID	06-23-22 JSK
FINAL REVIEW	07-01-22 JSK
RELEASE FOR PERMIT	
REVISION	

PRELIMINARY

PARRISH RESIDENCE
123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014

FIRST FLOOR ELECTRICAL PLAN

Architects & Planners, Inc.
IL Telephone: 815-788-9200 WI Telephone: 262-259-0021
2600 Rehan Road at Rt. 176, Crystal Lake, IL 60014
98 W. Main St. Lake Geneva, WI 53147
40 Crystal St. Crys.,IL 60013
1700 E. Racine Ave. Waukesha, WI 53186

Job Number: 22131

Sheet Number: E101

File Name: LAYOUT2100

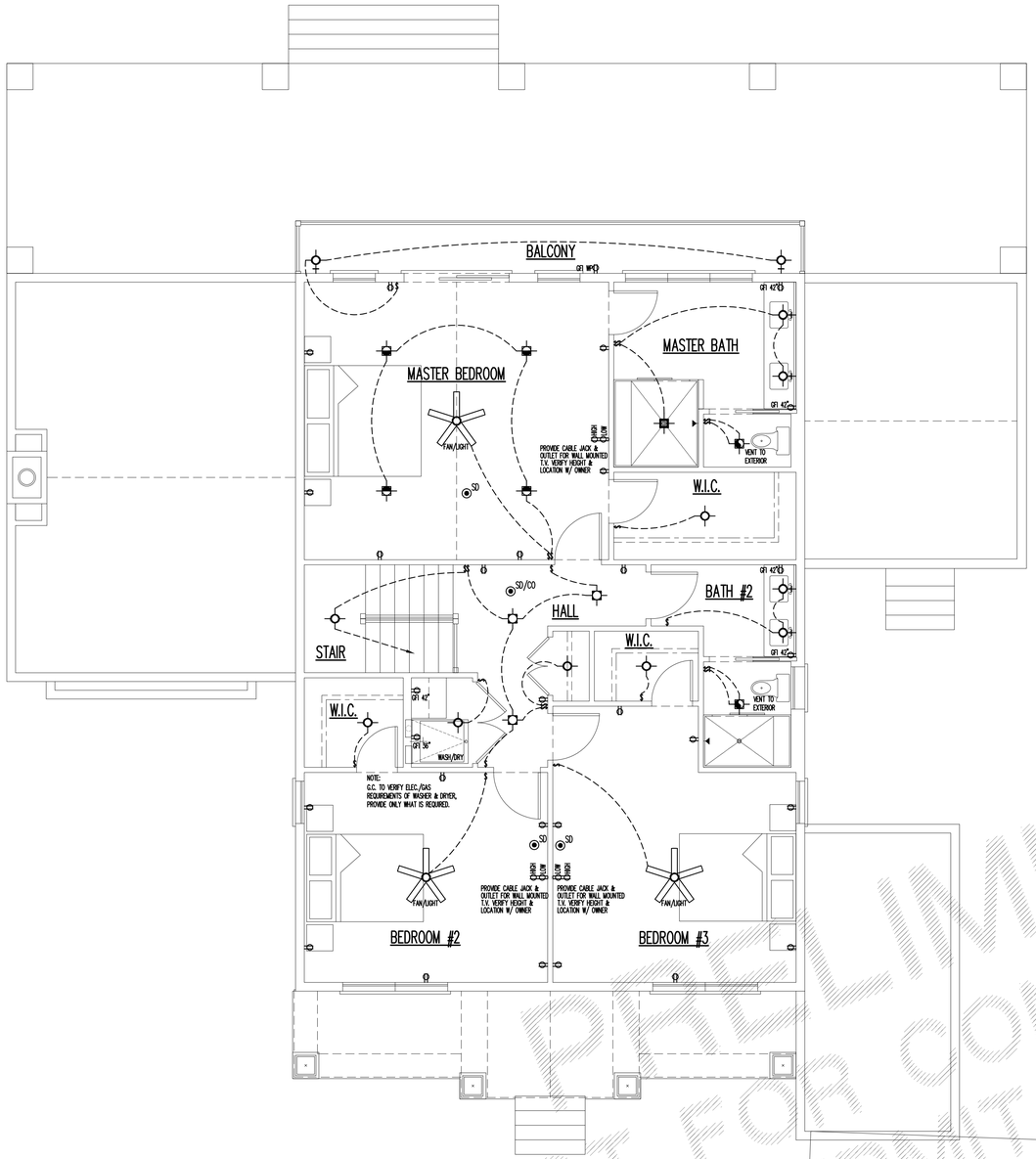
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PRELIMINARY NOT FOR CONSTRUCTION OR PERMIT SUBMITTAL

TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"

ELECTRICAL SYMBOLS

- SINGLE OUTLET (1)
- DUPLEX OUTLET (2)
- QUAD. OUTLET (4)
- SWITCHED DUPLEX OUTLET (2)
- CEILING MOUNTED LIGHT FIXTURE
- RECESSED CAN LIGHT
- DIRECTIONAL RECESSED CAN LT.
- WALL MOUNTED LIGHT FIXTURE
- RECESSED WATER PROOF LED CAN LIGHT (EXTERIOR)
- EXTERIOR LAMP W/ POST
- FLUORESCENT LIGHT FIXTURE
- $ SWITCH
- $D DOOR ACTIVATED SWITCH
- $M MOTION ACTIVATED SWITCH
- T THERMOSTAT CONTROLS
- EXHAUST FAN, VENTED TO EXTERIOR
- EXHAUST FAN/LIGHT, VENTED TO EXTERIOR
- FLOOD LIGHT W/ MOTION DETECTOR
- CEILING MOUNTED FAN/LIGHT
- .....LED LIGHT STRIP
- TELEVISION JACK
- TELEPHONE JACK
- HDMI JACK
- SD 110V SMOKE DETECTOR WIRED IN SERIES W/ BATTERY BACKUP, RUN ON DEDICATED CIRCUIT
- SD/CO 110V SMOKE & CARBON MONOXIDE DETECTOR COMBO. WIRED IN SERIES W/ BATTERY BACKUP, RUN ON DEDICATED CIRCUIT
- P.C. = PULL CHAIN LIGHT
- W.P. = WATER PROOF
- GFI = GROUND FAULT CIRCUIT INTERRUPTER



1E / E102 SECOND FLOOR ELECTRICAL PLAN

1/4"=1'-0"

REVISIONS		DESIGN STAGE
1	05-06-22 ASH	PRELIMINARY DESIGN
2	05-20-22 ASH	PRELIMINARY DESIGN
3	06-23-22 ASH	PRELIMINARY BID RELEASE FOR BID
4	07-01-22 ASH	FINAL REVIEW RELEASE FOR PERMIT
5	05-25-22 NJM	REVISION

PRELIMINARY

PARRISH RESIDENCE
123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014

SECOND FLOOR ELCTRICAL PLAN

Architects & Planners, Inc.
IL Telephone: 815-788-9200 WI Telephone: 262-249-0021
2600 Behan Road at Rt. 176, Crystal Lake, IL 60014
98 W. Main St., Lake Geneva, WI 53147
1700 E. Racine Ave., Waukesha, WI 53186
40 Crystal St., Cary, IL 60013

PRELIMINARY
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OR PERMIT
SUBMITTALS

Job Number: 22131

Sheet Number: E102

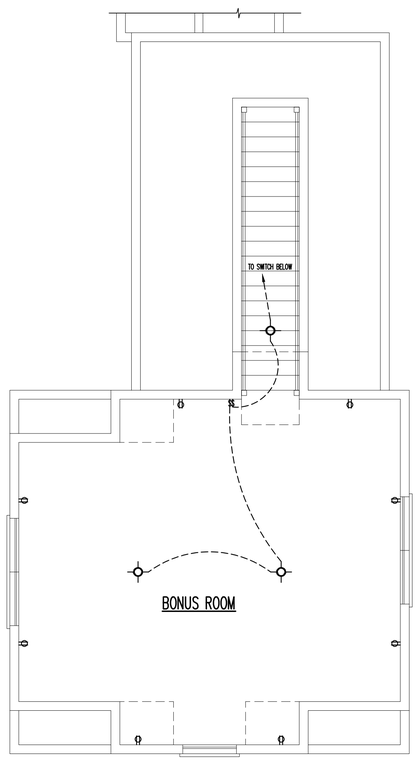
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TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"

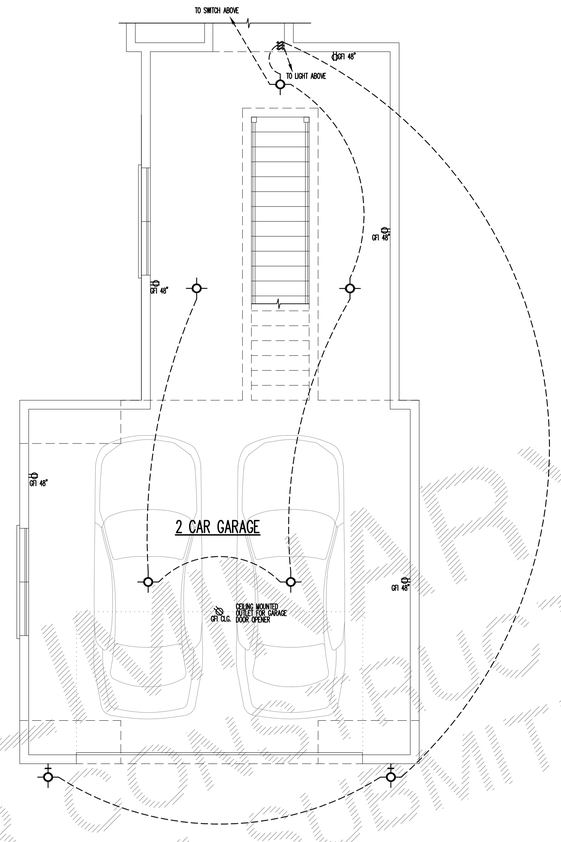
ELECTRICAL SYMBOLS

- SINGLE OUTLET (1)
- DUPLEX OUTLET (2)
- QUAD. OUTLET (4)
- SWITCHED DUPLEX OUTLET (2)
- CEILING MOUNTED LIGHT FIXTURE
- RECESSED CAN LIGHT
- DIRECTIONAL RECESSED CAN LT.
- WALL MOUNTED LIGHT FIXTURE
- RECESSED WATER PROOF LED CAN LIGHT (EXTERIOR)
- EXTERIOR LAMP W/ POST
- FLUORESCENT LIGHT FIXTURE
- $ SWITCH
- $D DOOR ACTIVATED SWITCH
- $M MOTION ACTIVATED SWITCH
- T THERMOSTAT CONTROLS
- EXHAUST FAN, VENTED TO EXTERIOR
- EXHAUST FAN/LIGHT, VENTED TO EXTERIOR
- FLOOD LIGHT W/ MOTION DETECTOR
- CEILING MOUNTED FAN/LIGHT
- .....LED LIGHT STRIP
- TELEVISION JACK
- TELEPHONE JACK
- HDMI JACK
- SD 110V SMOKE DETECTOR WIRED IN SERIES W/ BATTERY BACKUP, RUN ON DEDICATED CIRCUIT
- SD/CO 110V SMOKE & CARBON MONOXIDE DETECTOR COMBO, WIRED IN SERIES W/ BATTERY BACKUP, RUN ON DEDICATED CIRCUIT
- P.C. = PULL CHAIN LIGHT
- W.P. = WATER PROOF
- GFI = GROUND FAULT CIRCUIT INTERRUPTER



1E / E103 GARAGE SECOND FLOOR ELECTRICAL PLAN

1/4"=1'-0"



1E / E103 GARAGE FIRST FLOOR ELECTRICAL PLAN

1/4"=1'-0"

PRELIMINARY NOT FOR CONSTRUCTION OR PERMIT SUBMITTAL

REVISIONS

1	05-06-22 JSR
2	05-20-22 NJM
3	06-23-22 JSR
4	07-06-22 JSR
5	08-25-22 JSR

DESIGN STAGE

- PRELIMINARY DESIGN
- PRELIMINARY DESIGN
- RELEASE FOR BID
- FINAL REVIEW
- RELEASE FOR PERMIT
- REVISION

PRELIMINARY

PARRISH RESIDENCE
123 EDGEWATER DRIVE
CRYSTAL LAKE, IL 60014

GARAGE FIRST FLOOR ELECTRICAL PLAN
GARAGE SECOND FLOOR ELCTRICAL PLAN

Architects & Planners, Inc.
IL Telephone: 815-788-9200 WI Telephone: 262-249-4021
2600 Behan Road at Rt. 176, Crystal Lake, IL 60014
98 W. Main St., Lake Geneva, WI 53147
40 Crystal St., Cary, IL 60013
1700 E. Racine Ave., Waukesha, WI 53186

Job Number: 22131

Sheet Number: E103

File Name: LAYOUTE103

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Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: Sign Variation to allow a Subdivision Identification Sign

Petitioner: William Franzen, petitioner
635 Primrose Lane

Recommendation: City Council Discretion:
A. Motion to approve an Ordinance with the recommended conditions for the variations as requested.
B. Motion to deny the variation request.

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

Background:

- Sarah's Ridge is a 19-lot single-family residential subdivision.
- The homeowner's association is requesting a subdivision identification sign for their neighborhood.
- The petitioners made a similar request in 2007 and it was denied by the City Council. See the minutes from the June 19, 2007 Council meeting.
- The petitioners are requesting a post-style sign with a small side-projecting sign at the top.



Analysis

- Per the UDO, Single-Family residential neighborhoods do not qualify for individual subdivision identification signs. The thought behind the UDO provisions are that Crystal Lake is one community not individual subdivisions.
- Despite the language in the UDO, there are a few single family subdivision signs that were either approved as part of a Planned Unit Development request or prior to the ordinance adoption in 1996.
- The proposed sign would be located on property owned by the property homeowner's association.
- The variation would be for one (1) subdivision identification sign one point one two five (1.125) square feet and seven (7) feet six (6) inches high.

The City Council can grant a variation from the requirements of the Ordinance to overcome an exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent the display of a sign as intended by the Ordinance and where the following standards are met:

A. The proposed variation will not serve merely as a convenience, but alleviate some demonstrable and unusual hardship.

B. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The proposed variation will not by itself, or with other signs, contribute to the creation of a visual distraction which may lead to personal injury or a substantial reduction in the value of the property.

C. The proposed variation is in harmony with the intent, purpose and objectives of the Ordinance.

If a recommendation of approval is made, the following conditions are suggested:

1. Approved plans, as approved by the City Council:
   A. Application (Franzen, received 08/12/22)
   B. Sign Plans (Krogstad Land Design, dated 10/20/17, received 08/12/22)

2. The sign shall remain non-illuminated.

3. The sign shall have one (1) square foot of landscape planed for each square foot of signage proposed surrounding the sign. A mix of small deciduous trees, medium evergreen trees, ornamental trees, and deciduous and evergreen shrubs is required. At least 50% of the required landscaping area shall be planted with trees and shrubs.

4. Any landscaping removed along the detention area must be replaced within the outlot.

5. The signs shall meet all other aspects of the Unified Development Ordinance.

Votes Required to Pass: Simple majority vote

PIQ Map
Sarah's Ridge Subdivision



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIGN VARIATION FOR SARAH'S RIDGE SUBDIVISION

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-184) before the City of Crystal Lake, the Petitioner has requested a sign variation to allow a subdivision identification sign for Sarah's Ridge subdivision at 16 Sarah Drive; and

WHEREAS, a hearing of the request was held before the City of Crystal Lake City Council on September 6, 2022 in the manner and in the form as prescribed by Ordinance and Statute; and

WHEREAS, as a result of said hearing, the City Council made a motion to approve the sign variation as requested selecting Sign C a post-style sign seven feet six inches (7' 6")high and one point one two five (1.125) square feet in area; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the sign variation be granted as requested,

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 sign variation be granted to allow a subdivision identification sign for Sarah's Ridge subdivision at 16 Sarah Drive (14-33-484-001), Crystal Lake, Illinois.

Section II: Said sign variation is approved with the following conditions:

1. Approved plans, as approved by the City Council:
   A. Application (Franzen, received 08/12/22)
   B. Sign Plans (Krogstad Land Design, dated 10/20/17, received 08/12/22)

2. The sign shall remain non-illuminated.

3. The sign shall have one (1) square foot of landscape planed for each square foot of signage proposed surrounding the sign. A mix of small deciduous trees, medium evergreen trees, ornamental trees, and deciduous and evergreen shrubs is required. At least 50% of the required landscaping area shall be planted with trees and shrubs.

Draft

4. Any landscaping removed along the detention area must be replaced within the outlot.

5. The signs shall meet all other aspects of the Unified Development Ordinance

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 the sign 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 6th day of September, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: September 6, 2022
Approved: September 6, 2022

Draft

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: WILLIAM B FRANZEN, BOARD PRESIDENT
SARAH RIDGE ESTATES HOMEOWNERS ASSOCIATION

Address: 635 PRIMROSE LN

CRYSTAL LAKE, IL 60014

Phone: [redacted]

E-mail: BILLFRANZEN1990 @ GMAIL.COM

Project Name & Description: SARAH RIDGE ESTATES
SUBDIVISION ENTRANCE SIGN

Project Address/Location: SARAH RIDGE ESTATES SUBDIVISION

Signature William B. Franzen, PRESIDENT

SARAH RIDGE HOA William B. Franzen

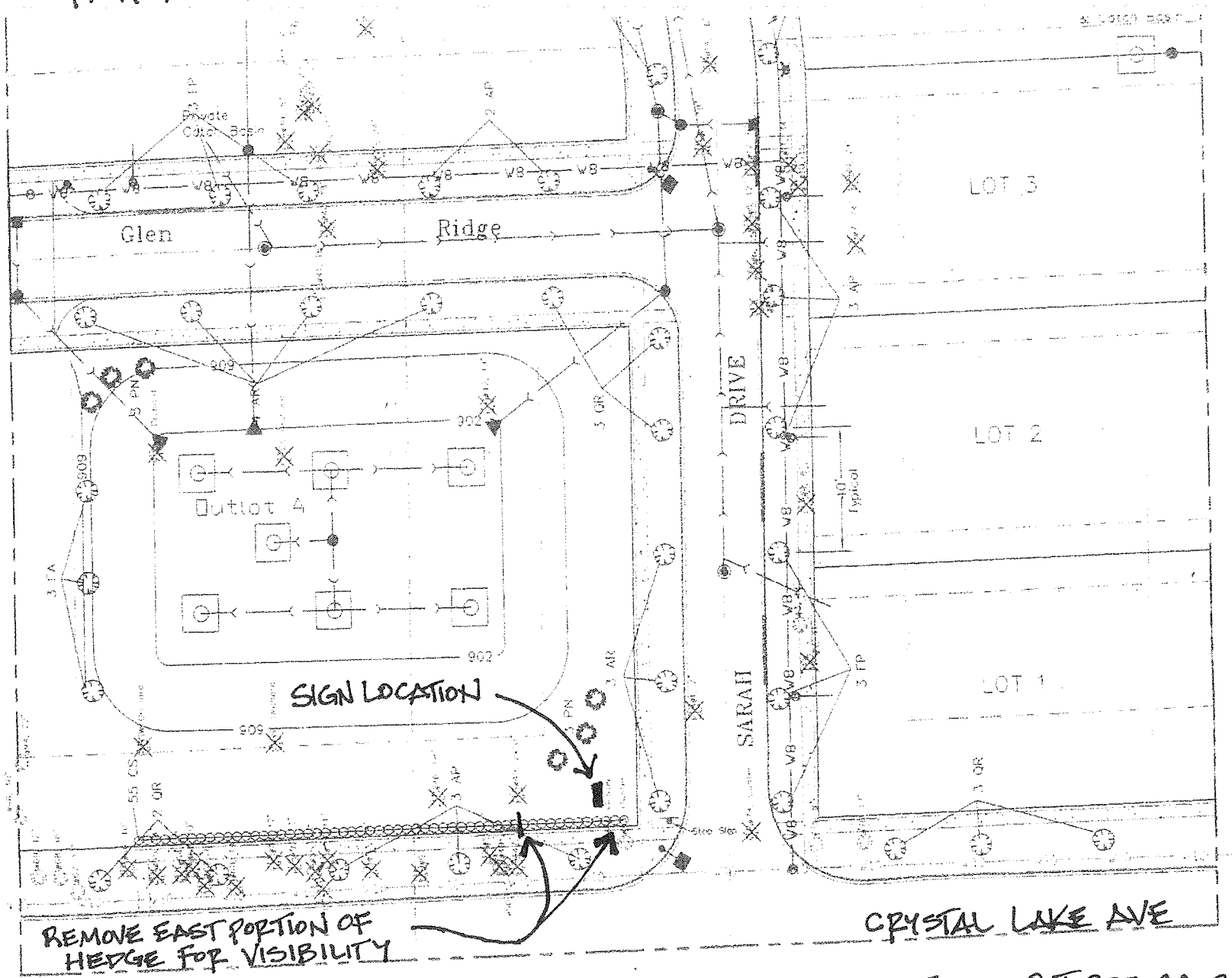
Owner: Print and Sign name

Date 8/9/22

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.

SARAH RIDGE ESTATES

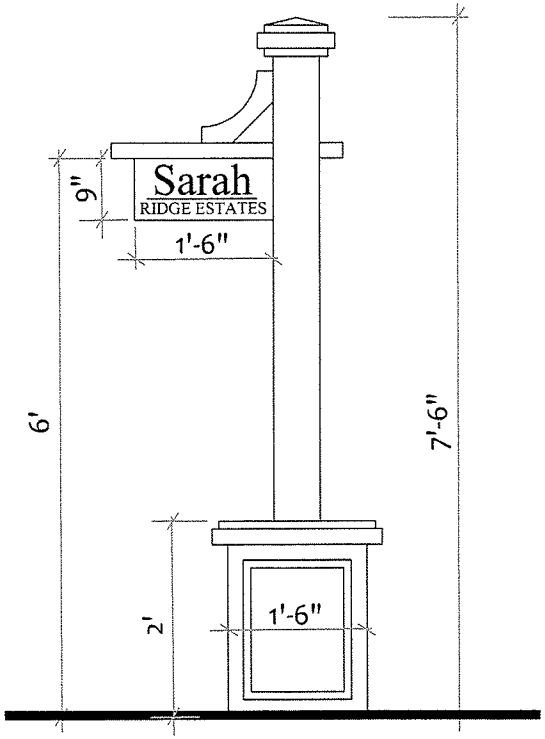
SIGN LOCATION



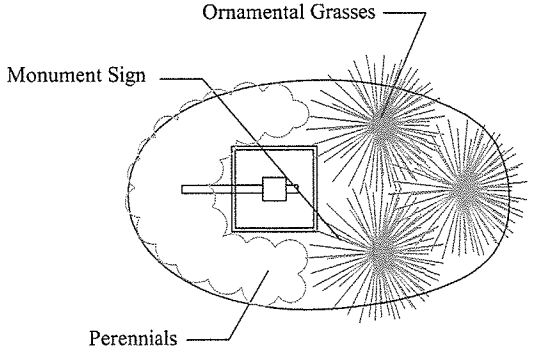
PLANT LIST

Symbol | Quantity | Common Name | Botanical Name

N.T.S. OCTOBER 20, 2017



ELEVATION: 1/2" = 1.0'



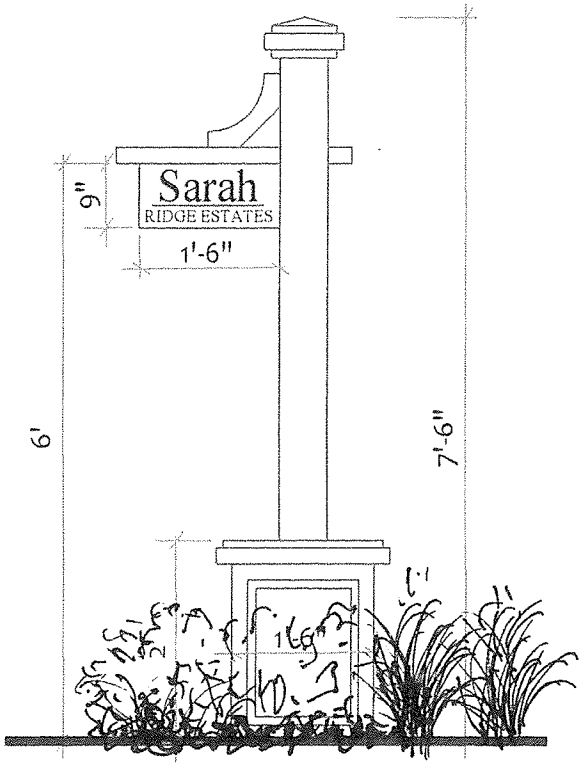
PLAN VIEW: 1/4" = 1.0'

KROGSTAD
LAND DESIGN LIMITED
LANDSCAPE ARCHITECTURE * CONSULTING
519 Pembrook Ct. N. CRYSTAL LAKE, IL 60014

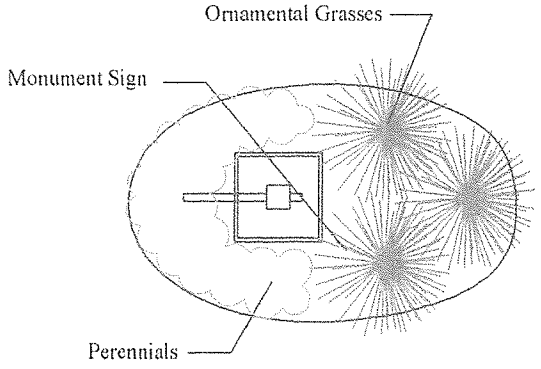
SARAH RIDGE ESTATES
CRYSTAL LAKE, IL

MONUMENT SIGN-C

10/20/2017



ELEVATION: 1/2" = 1.0'



PLAN VIEW: 1/4" = 1.0'

KROGSTAD
LAND DESIGN LIMITED
LANDSCAPE ARCHITECTURE * CONSULTING
519 Pembrook Ct. N. CRYSTAL LAKE, IL 60014

SARAH RIDGE ESTATES
CRYSTAL LAKE, IL

MONUMENT SIGN-C

10/20/2017

Elizabeth Maxwell, AICP
City Planner / Community Development
c/o City of Crystal Lake
100 W Woodstock St
Crystal Lake, IL 60014

Dear Elizabeth,

Greetings! I hope this finds you well, and, enjoying your summer.

Please find enclosed our formal Sign Variation application. We chose to submit it by paper due to the large number of supporting documents. We understand the city has instituted an online system but didn't feel we could properly submit everything attached. Our intent was not to create more work for the city, thus, if you can retain the documents (and check payment) that is enclosed – but still need us to formally submit/re-submit our core application on-line – please advise and we will gladly do so. Thank you for your understanding.

Also, could you please make a change to the records as they stand now. We believe your records show our former board president (Myles McEvily) as still in office. Myles did not run for this position several years ago and another resident – William "Bill" Franzen – is now our board president. Bill has authorized, signed, and dated the application as the duly elected Sarah Ridge Homeowners Association Board President. But if you are able to assist in changing this information that is currently on file with the city, we would be most appreciative.

Finally, please continue – if you would - to utilize me as the primary contact person for our project.

Thank you, Elizabeth, for all that you have done to assist us. On behalf of Bill, Tom Kretschmer, and the other board members, we are very grateful to you!

Respectfully yours and always His,

Paul Obermayer
Sarah Ridge Subdivision Sign Project Lead
17 Sarah Dr, Crystal Lake, IL, 60014
paulobe3@gmail.com
[redacted]

8/9/2022

Sarah Ridge Subdivision Homeowner's Association – Sign Ordinance variation request for a freestanding subdivision identification sign for the Sarah Ridge Subdivision.

Miles McEvilly, President of the Homeowner's Association and Bob Stone, homeowner and board member, were present. Mr. McEvilly stated that they wished to erect a sign for safety reasons to help the Fire Department find their street easier, for visitors, and as a matter of civic pride in the community.

Mayor Shepley asked if anyone in the audience wished to speak on the matter. No one wished to speak.

Councilwoman Ferguson questioned that they had subdivision covenants prohibiting signage, but wished to erect a sign requiring a variation from a City ordinance. Mr. McEvilly stated that the prohibited signs were for advertising. Councilwoman Ferguson stated that she did not see the need for a subdivision sign.

Councilman Dawson stated that he felt it was a natural thing to want to identify your neighborhood and he did not have a problem with the request, stating that the Council had approved numerous subdivision signs in the past. Michelle Rentzsch, Director of Planning and Economic Development, responded to a question from Councilwoman Brady Mueller by stating that the ordinance prohibiting individual subdivision signs was adopted in 1996 with the thought that Crystal Lake was one community, not individual communities. She noted that any signs that had been erected since that time had been approved as part of the original Planned Unit Development. Councilman Goss agreed with Councilwoman Ferguson. Councilman Thorsen agreed with Councilman Dawson. Mayor Shepley stated that he did not wish to set a precedent for other neighborhoods to request signs. Councilwoman Ferguson pointed out that in order to receive a variation, a hardship would need to be proven, and that requirement had not been met. Councilwoman Brady Mueller stated that the majority of neighborhoods in Crystal Lake did not have signs.

Councilman Thorsen moved to approve the Sign Ordinance variation request. Councilman Dawson seconded the motion. On roll call, Councilmembers Dawson and Thorsen voted yes. Councilmembers Brady Mueller, Ferguson, Goss and Mayor Shepley voted no. Motion failed.

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: REPORT OF THE PLANNING & ZONING COMMISSION

McHenry County Community College – 8900 Route 14

Request: Final PUD Amendment for the Foglia Center for Advanced Technology and Innovation and Sign Variation with modification to the adopted Master Sign Plan

Petitioner: Bob Tenuta, McHenry County College, petitioner
8900 Route 14

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting the Planned Unit Development Amendment and Sign Variation for McHenry County Community College at 8900 Route 14

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

Background:

- McHenry County College (MCC) is currently located at 8900 Route 14 and was annexed in 1985. Over the years the college has made numerous improvements to the campus.
- The new Center for Advanced Technology and Innovation will provide education in Welding, CNC, Milling, and HVAC repair. Hands-on instruction is provided in the classroom space and equipment installed on the building can be used for teaching purposes.
- Master Sign Plan Changes:
    - A new variation for wall signage is requested for the FOGLIA CATI sign. This sign is a translucent film applied to the window that integrates into the architecture and design of the building.

PZC Highlights:

- The PZC was very supportive of MCC's efforts to expand continuing education and noted that the building looked great.

- The PZC was supportive of the sign variation as the sign did not act like a traditional wall sign.
- The PZC found that this request meets the Findings of Fact.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (MCC, received 07/26/22)
   B. Architectural Plan (Ross Barney Architects, dated 06/17/22, received 07/15/22)

2. Provide a final landscape plan for review and approval by city staff.

3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments, as well as the City's storm water consultant.

Votes Required to Pass: A simple majority vote.

Acknowledgement Form

Regarding the Final PUD Amendment at 8900 US Route 14 for MCC. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name:  Robert Tenuta Date: 08-18-2022

Signature

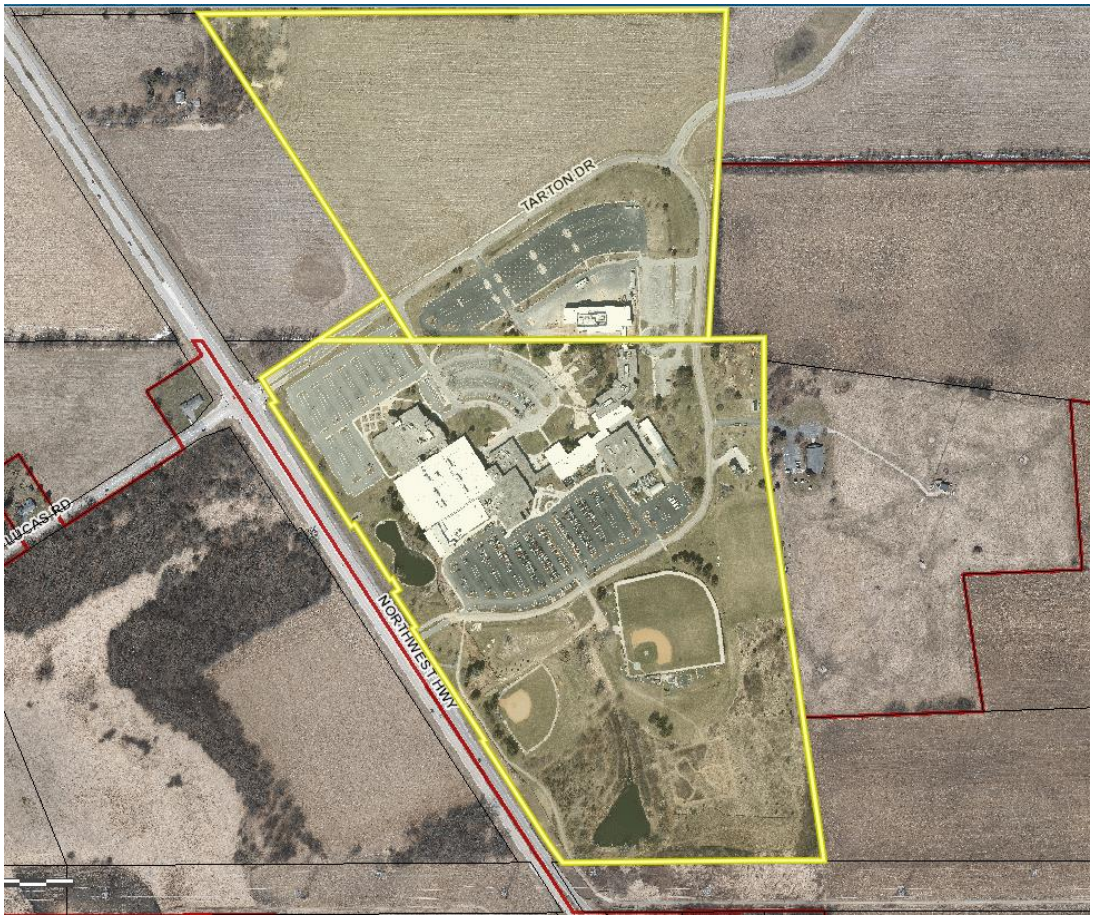
Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (MCC, received 07/26/22)
   B. Architectural Plan (Ross Barney Architects, dated 06/17/22, received 07/15/22)

2. Provide a final landscape plan for review and approval by city staff.

3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments, as well as the City's storm water consultant.

PIQ Map
8900 US Route 14





Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING AN AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT FOR THE FOGLIA CENTER FOR ADVANCED TECHNOLOGY AND INNOVATION AND SIGN VARIATION FOR MCHENRY COUNTY COLLEGE

WHEREAS, pursuant to the terms of the Petition (File #2022-157) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested an Amendment to the Final Planned Unit Development for the construction of the Foglia Center for Advanced Technology with a Sign Variation modifying the Master Sign Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on July 30, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on August 17, 2022 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Amendment to the Final Planned Unit Development and Sign Variation; and

WHEREAS, on August 17, 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 Amendment to the Final Planned Unit Development and Sign Variation be approved, all as documented in the minutes; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the Amendment to the Final Planned Unit Development and Sign Variation be granted 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 PUD Amendment and Sign Variation be granted to permit the construction of the Foglia Center for Advanced Technology and Innovation for the property located at 8900 US Highway 14 (13-25-300-021, 13-25-300-015, 13-25-176-001, 13-25-300-015), Crystal Lake, Illinois.

Draft

SECTION II: That the Final PUD Amendment be granted with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (MCC, received 07/26/22)
   B. Architectural Plan (Ross Barney Architects, dated 06/17/22, received 07/15/22)

2. Provide a final landscape plan for review and approval by city staff.

3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments, as well as the City's storm water consultant.

SECTION III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Planned Unit Development Amendment and Sign 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 6th day of September, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: September 6, 2022
Approved: September 6, 2022

Draft

#2022-157
MCC Science Center Building and Master Sign Plan – Final PUD Amendment
Project Review for Planning and Zoning Commission

Meeting Date: August 17, 2022

Request: Final PUD Amendment for the Foglia Tech Center Building.

Location: 8900 Route 14

Acreage: Approximately 170 acres

Existing Zoning: W Watershed

Surrounding Properties:

North:	O-PUD Office and A1-V Agriculture McHenry County
South:	A1-V Agriculture McHenry County
East:	A1-V Agriculture and OCV Office McHenry County
West:	A1 Agriculture McHenry County

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The current request is to construct the Center for Advanced Technology and Innovation and make modifications to the overall Master Sign Plan.
- The new two-story building will feature 48,677 square feet of classroom space.
- McHenry County College (MCC) is currently located at 8900 Route 14 and was annexed in 1985. Over the years the college has made numerous improvements to the campus.
- Previous Approvals:
  - 1985-15: MCC Annexation
  - 2000-09: PUD Amendment for building and parking lot expansion
  - 2008-05: Variation to allow up to 50% impervious surface coverage
  - 2012-30: Master Plan Conceptual
  - 2013-12: Deferral from Watershed stormwater requirements for parking lot and temporary sign.
  - 2014-04: Sign Variation to allow a temporary 104 square-foot, 10.5-foot high sign.
  - 2015-65: Adoption of a Master Sign plan for the campus.
  - 2016-57: Final PUD Amendment for the construction of the Science Center building and to modify the Master Sign Plan for MCC

Development Analysis:

Technology and Innovation Center

Site Layout:

- Outside of building D and a green house is a parking area and single-story storage building. These will be demolished to make room for the new building.
- The majority of the area is already impervious coverage. MCC will be able to meet all of the Watershed and storm water requirements.

Building Elevations:

- MCC is exempt from the UDO design standards, but will blend with the existing buildings with its modern style.
- The building features a variety of materials to give it a modern "innovative" look. It will feature large windows to let in light and add to the desired look of the building.
- The building also uses brick, aluminum and metal composite panels and polycarbonate wall panels.

Parking:

- MCC has sufficient on-site parking for its students.

Landscape:

- The building will feature a green roof.
- Native grass seed will be spread at the bottom of the infiltration basin and turf grass will be planted in the other disturbed areas.

Wall Signs:

- Across the first floor glass windows is the building name FOGLIA CATI for the Foglia Center for Advanced Technology and Innovation.
- The letters are 10 feet high and span a length of approximately 88 feet. This is 880 square feet of wall signage.

This new wall sign will amend the Master Sign Plan for building wall signage.

Findings of fact:

Planned Unit Development Amendment

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.

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

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

Article 4-1000 Signs

- UDO allows 150 square feet of wall signage per building.
    - The building features a wall sign along the window bays of the first floor. The translucent applied film features the name of the building as part of the design of the architecture. The signage totals 880 square feet.

Comprehensive Land Use Plan 2030 Summary Review:

The Comprehensive Plan designates the subject property as Public / Semi-Public. MCC fits within this category. The following goals are applicable to this request:

Land Use: Public / Semi-Public

Goal: Provide area for high quality public and semi-public facilities, such as schools, libraries, municipal facilities and private service providers, throughout the City to support the diverse and evolving needs of the people in the City.

This can be accomplished with the following supporting action:

Supporting Action: The City shall support the school districts, library, park district, neighboring municipalities, private service providers and other public and semi-public agencies.

Success Indicator: The number of zoning approvals for public/semi-public projects.

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 (MCC, received 07/26/22)
    B. Architectural Plan (Ross Barney Architects, dated 06/17/22, received 07/15/22)

2. Provide a final landscape plan for review and approval by city staff.

3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments, as well as the City's storm water consultant.

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: McHenry County College

Address: 8900 US Highway 14

Crystal Lake, IL 60012

Phone: (815) 455 8585

E-mail: btenuta@mchenry.edu

Project Name & Description: McHenry County College - Foglia Center for Advanced Technology and Innovation

New 2-story 48,677 sf classroom and teaching laboratory facility and related site work.

Work includes the demolition of an existing single story storage building.

Project Address/Location: 8900 US Highway 14, Crystal Lake, IL 60012

Signature

07-26-2022

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, AUGUST 17, 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

On roll call, members, Atkinson, Greenman, Gronow, Repholz, Skluzacek, and Teetsov were present. Mr. Jouron was absent.

Elizabeth Maxwell, City Planner, and Abigail Wilgreen, City Engineer, were present from Staff.

Mr. Greenman gave heartfelt get well wishes to Mr. Jouron and support to his wife and his family in hopes of a speedy recovery.

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

2022-157 – 8900 ROUTE 14 MCHENRY COUNTY COLLEGE – FINAL PLANNED UNIT DEVELOPMENT AMENDMENT

A Final Planned Unit Development Amendment to allow the construction of the Center for Advanced Technology and Innovation with a sign variation.

Ryan Giblin, and Jonathan Graves with Ross Barney Architects, and Bob Tenuta with McHenry County College were present to represent the petition. Mr. Giblin presented several slides illustrating the site plan and the architecture of the building. The building will connect to the adjacent building and have a separate new accessible entrance. There is new detention basin with native plantings and the building will feature an area installed with a green roof. He explained the focus of the building is to teach CNC, milling, welding, and HVAC repair. Mechanical equipment will be installed on the building that can be used by the students for training purposes.

The elevations are very modern looking. There is translucent film on the windows and the building will allow in lots of natural light reducing energy use. All lighting will be LED.

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 the film on the window for the name FOGLIA CATI is considered a sign, which is why there is a sign variation.

Mr. Skluzacek asked if any classroom space was being removed. Mr. Giblin confirmed that no teaching space is being removed, just a storage building.

Mr. Gronow stated this is a great looking building and a good addition to the college's programs. He agreed that the sign does not act like a traditional sign and has no issues supporting the variation.

Ms. Repholz asked about the public component to the student space. Mr. Giblin clarified that there was a lounge area like an incubator space where manufactures can come and share ideas with students. They also have a 3D printer that could be used. She asked about lighting and if solar was being used. Mr. Giblin said they are not using solar and will meet or exceed energy code requirements. Mr. Tenuta stated that the building is partially funded by the State and all State funded buildings must meet LEED Silver status or better.

Ms. Teetsov is very supportive by accessible education as this is a great service to the community and to have the building look great is just a bonus.

Mr. Atkinson was also very supportive of the request. We are in a competitive environment for higher education so this improves the college's appeal. We need programs like this and to have it in a nice looking space will draw students to the campus.

Mr. Greenman thanked the petitioners for their support of higher education. He stated that the petitioner meets the findings of fact.

Mr. Gronow made a motion to approve the Final Planned Unit Development Amendment with a sign variation with the following recommendations:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (MCC, received 07/26/22)
   B. Architectural Plan (Ross Barney Architects, dated 06/17/22, received 07/15/22)

2. Provide a final landscape plan for review and approval by city staff.

3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments, as well as the City's storm water consultant.

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

ADJOURNMENT

Ms. Teetsov made a motion to adjourn the meeting. Ms. Repholz seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 8:33 p.m.

CDB - PROJECT NUMBER 810 - 066 - 019

CONSTRUCT CAREER, TECH. AND MFG. CENTER
(FOGLIA CENTER FOR ADVANCED TECHNOLOGY AND INNOVATION)
MCHENRY COUNTY COLLEGE
CRYSTAL LAKE, MCHENRY COUNTY
CDB BUILDING INVENTORY NO. J027

FOR:
STATE OF ILLINOIS
CAPITAL DEVELOPMENT BOARD

USING AGENCY:
McHENRY COUNTY COLLEGE

BY:

ross barney architects

r_barc

10 west hubbard street chicago illinois 60654
v312 832 0600 f312 832 0601
www.r-barc.com

dbHMS design build engineering

MEP ENGINEERS

303 WEST ERIE STREET, SUITE 5100
CHICAGO IL 60654
312.915.0057

ORION ENGINEERS

CIVIL ENGINEERS

3750 N KEDZIE AVE.
CHICAGO IL 60618
312.544.9108

Thornton Tomasetti

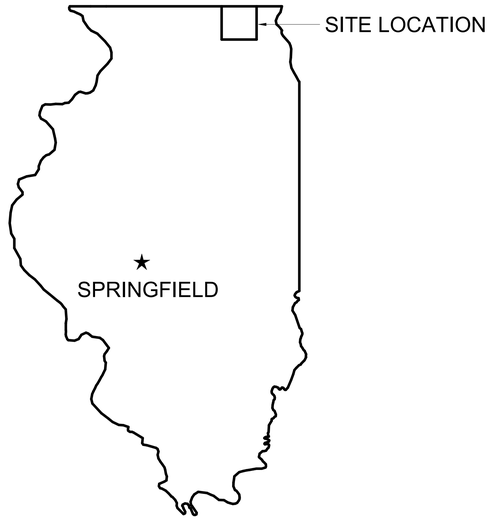
STRUCTURAL ENGINEERS

330 WABASH STREET, SUITE 1500
CHICAGO IL 60611
312.596.2000

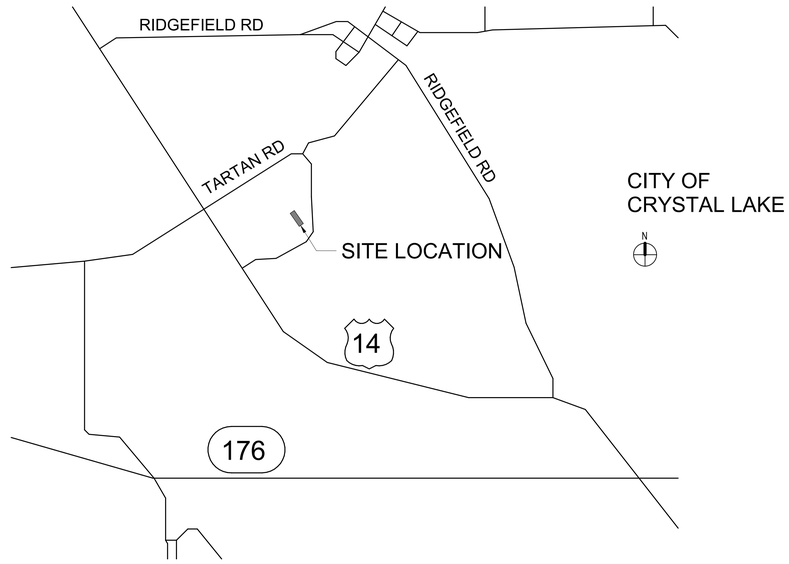
threshold

ACOUSTICAL ENGINEERS

141 WEST JACKSON BOULLEVARD, SUITE 2080
CHICAGO IL 60604
312.386.1400



STATE LOCATION PLAN



AREA LOCATION PLAN

NOTE: CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME.

REVISIONS

NO.	DATE	REMARKS	DRAWN	PREPARED
1	10/11/21	DESIGN DEVELOPMENT	TRACED	APPROVED
2	12/20/21	75% CD		
3	04/11/22	100% CD	CHECKED	APPROVED
4	06/17/22	101% DESIGN SUBMITTAL		

ross barney architects
r_barc
10 west hubbard street chicago illinois 60654
v312 832 0600 f312 832 0601
www.r-barc.com

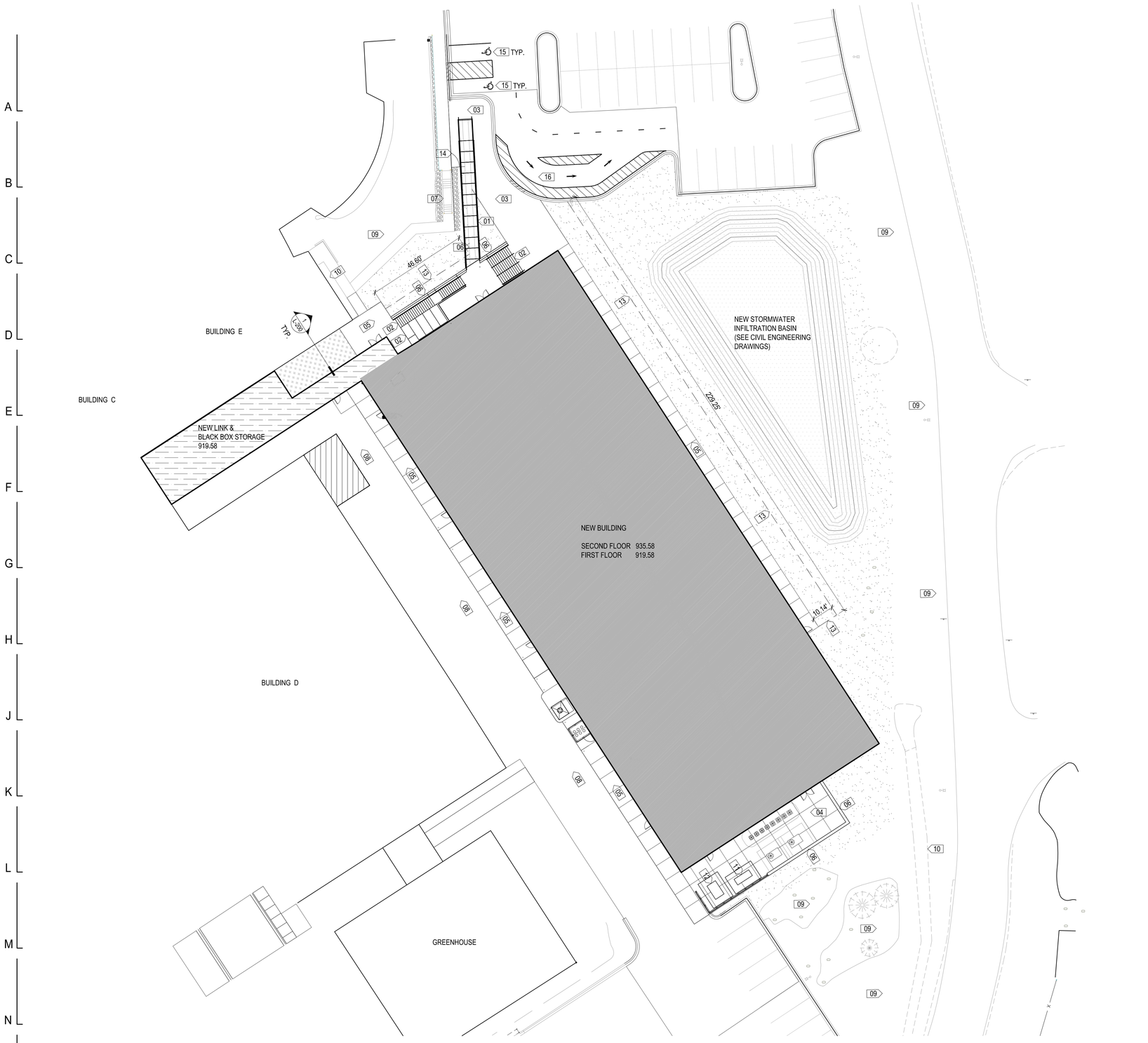
Capital Development Board
Building a Better Illinois

State of Illinois
JB PRITZKER, GOVERNOR
Illinois Capital Development Board

COVER SHEET

FOGLIA CENTER FOR ADVANCED TECH. & INNOVATION
McHENRY COUNTY COLLEGE
8900 US HIGHWAY 14
CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

PROJECT NO. 810-066-019
DATE 06/17/22
SHEET NO. G-001
1 OF (251) SHEETS



P2 LANDSCAPE PLAN
SCALE: 1"=20'-0"

LEGEND

- EXISTING TREE TO REMAIN (APPROXIMATE DRIPLINE OUTLINE PER AERIAL PHOTOGRAPH)
- NATIVE GRASS / FORB SEED
- TURF LAWN SEED (IDOT CLASS 2A TO MATCH EXISTING CAMPUS TURF LAWN)
- DARK GREY TRAP ROCK, SIZE RANGE 1-1/2" TO 2-1/2" SEE 3/L-200
- GREEN ROOF WITH PRE-GROWN MODULAR TRAY SYSTEM
- 01 RAMP ABOVE PLAZA AND PLANTING BED (SEE ARCHITECTURE DRAWINGS)
- 02 EXTERIOR STAIRS (SEE ARCHITECTURE DRAWINGS)
- 03 PEDESTRIAN PLAZA (SEE CIVIL ENGINEERING DRAWINGS FOR GRADING)
- 04 OUTDOOR LAB (SEE ARCHITECTURE DRAWINGS)
- 05 CONCRETE PAVEMENT
- 06 CONCRETE RETAINING WALL (SEE CIVIL ENGINEERING DRAWINGS FOR WALL ELEVATIONS)
- 07 EXISTING EXTERIOR STAIR TO REMAIN (SEE SURVEY)
- 08 EXISTING BITUMINOUS DRIVE TO BE REMOVED AND REPLACED (SEE CIVIL ENGINEERING DRAWINGS)
- 09 EXISTING SURFACE TO REMAIN (SEE SURVEY)
- 10 EXISTING DRAINAGE FEATURE TO REMAIN (SEE SURVEY)
- 11 GENERATOR (SEE ELECTRICAL ENGINEERING DRAWING)
- 12 TRANSFORMER (SEE ELECTRICAL ENGINEERING DRAWING)
- 13 STEEL EDGING (PROVIDE MATERIALS ONLY FOR USING AGENCY'S FUTURE INSTALLATION N.I.C.)
- 14 EDGE OF NEW CONCRETE PAVEMENT AT END OF EXISTING RIPRAP
- 15 RE-STRIPE EXISTING PARKING SPACES FOR TWO (2) NEW ADA PARKING STALLS (SEE CIVIL ENGINEERING DRAWINGS)
- 16 PASSENGER DROP-OFF (SEE CIVIL ENGINEERING DRAWINGS)
- EXISTING LIGHT POLE TO REMAIN (SEE SURVEY)

NOTES

1. SEE SURVEY FOR EXISTING CONDITIONS.
2. SEE CIVIL ENGINEERING DRAWINGS FOR SITE DEMOLITION, GEOMETRIES, GRADING, AND UTILITIES INFORMATION.
3. PROTECT EXISTING TREES TO REMAIN WITH TREE PROTECTION FENCING ALONG DRIPLINE OF TREE DURING CONSTRUCTION. DO NOT DISTURB AREA INSIDE DRIPLINE OF TREE.

0' 10' 20' 40'

N

NOTE: CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME.

REVISIONS

NO.	DATE	REMARKS
1	10/11/21	DESIGN DEVELOPMENT
2	12/20/21	75% CD
3	04/11/22	100% CD
4	06/17/22	101% DESIGN SUBMITTAL

DRAWN | PREPARED
TRACED | APPROVED
CHECKED | APPROVED

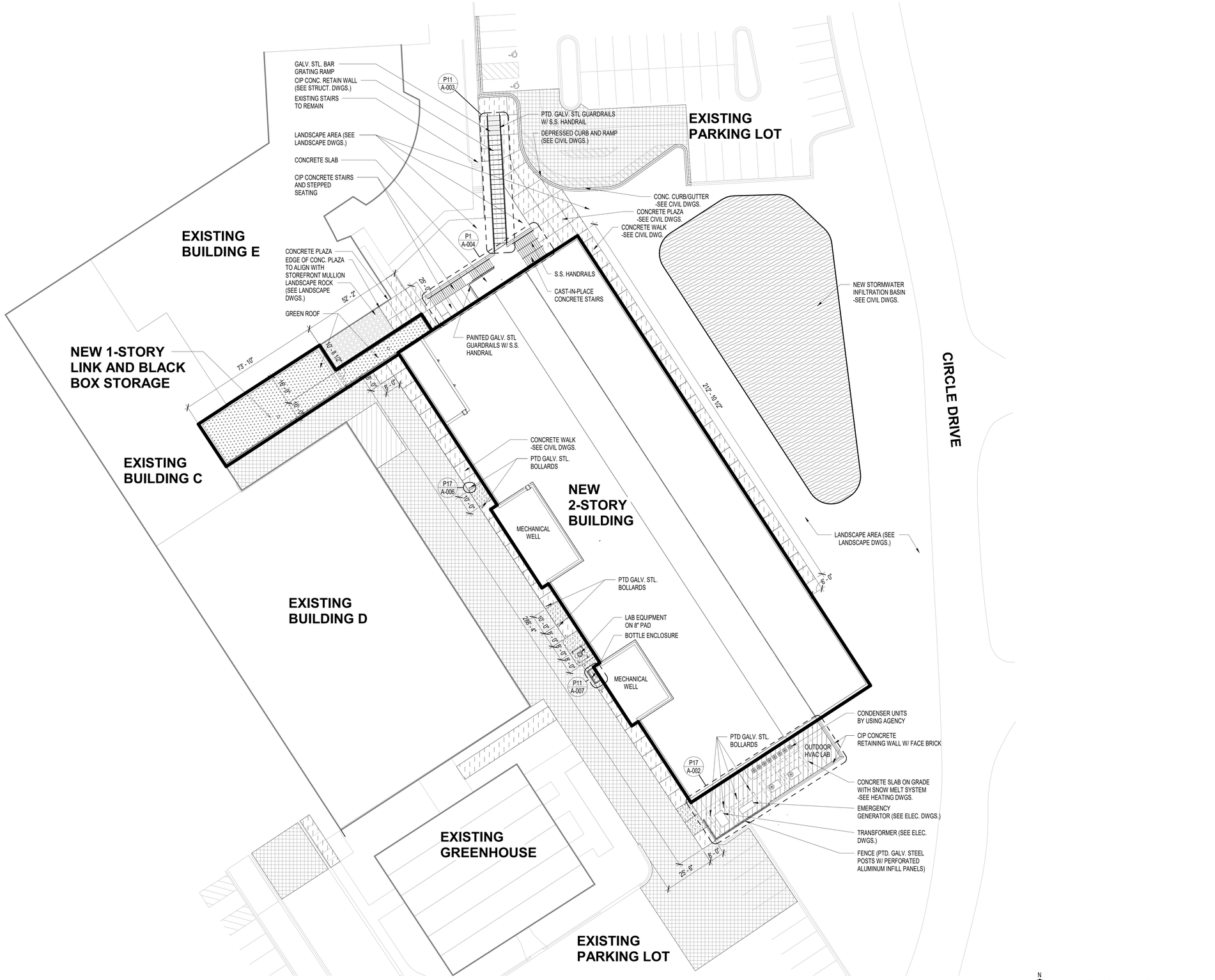
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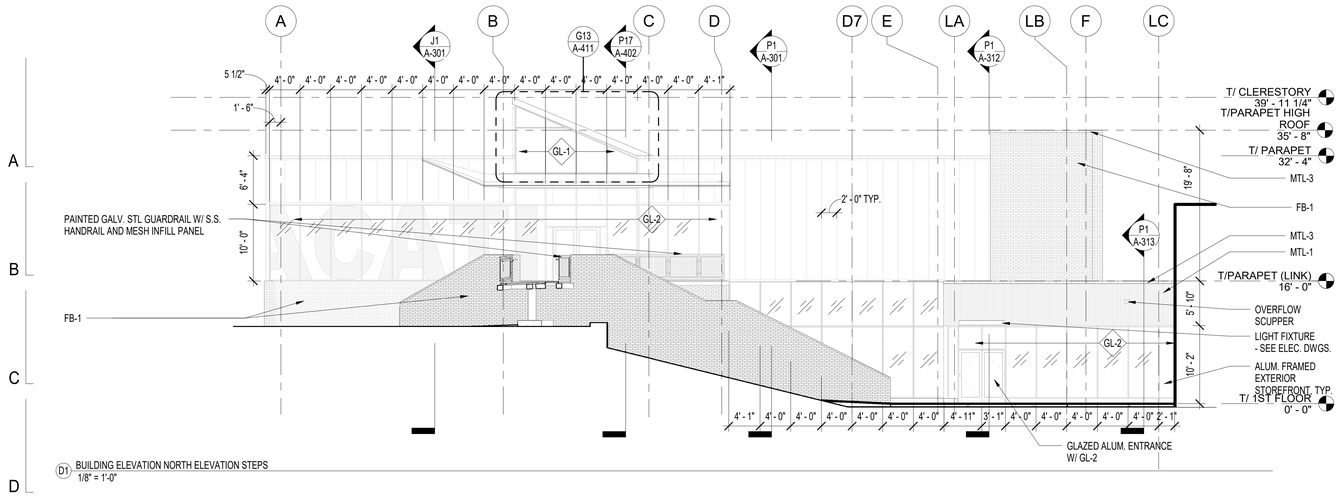
State of Illinois
JB PRITZKER, GOVERNOR
Illinois Capital Development Board

LANDSCAPE PLAN

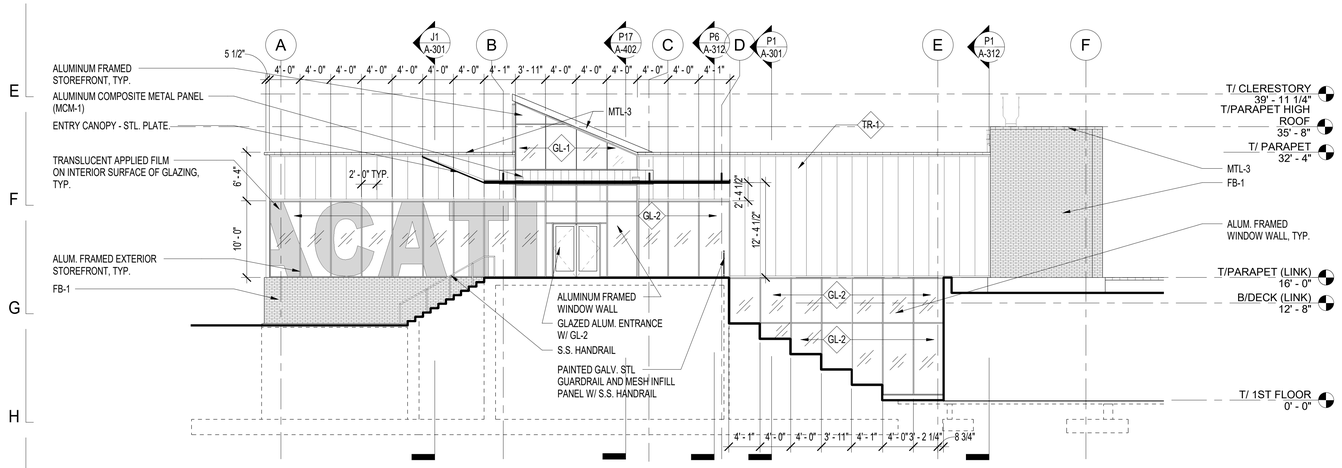
FOGLIA CENTER FOR ADVANCED TECH. & INNOVATION
McHENRY COUNTY COLLEGE
8900 US HIGHWAY 14
CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

PROJECT NO. 810-066-019
DATE 06/17/22
SHEET NO. L-100
17 OF (251) SHEETS

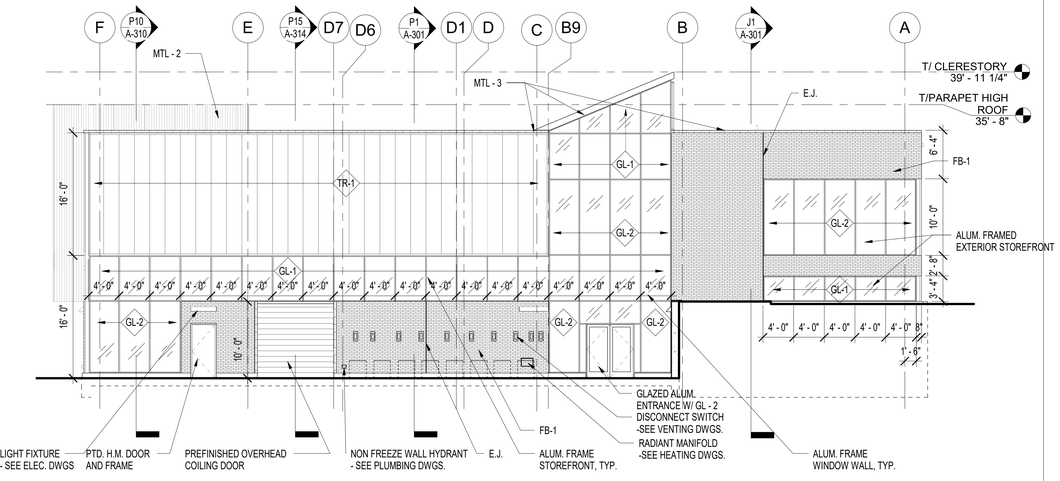

EXISTING BUILDING E
NEW 1-STORY LINK AND BLACK BOX STORAGE
EXISTING BUILDING C
EXISTING BUILDING D
EXISTING GREENHOUSE
EXISTING PARKING LOT
NEW 2-STORY BUILDING
EXISTING PARKING LOT
CIRCLE DRIVE
GALV. STL. BAR GRATING RAMP
CIP CONC. RETAIN WALL (SEE STRUCT. DWGS.)
EXISTING STAIRS TO REMAIN
LANDSCAPE AREA (SEE LANDSCAPE DWGS.)
CONCRETE SLAB
CIP CONCRETE STAIRS AND STEPPED SEATING
CONCRETE PLAZA
EDGE OF CONC. PLAZA TO ALIGN WITH STOREFRONT MULLION
LANDSCAPE ROCK (SEE LANDSCAPE DWGS.)
GREEN ROOF
PTD. GALV. STL. GUARDRAILS W/ S.S. HANDRAIL
DEPRESSED CURB AND RAMP (SEE CIVIL DWGS.)
CONC. CURB/GUTTER -SEE CIVIL DWGS.
CONCRETE PLAZA -SEE CIVIL DWGS.
CONCRETE WALK -SEE CIVIL DWG.
S.S. HANDRAILS
CAST-IN-PLACE CONCRETE STAIRS
PAINTED GALV. STL GUARDRAILS W/ S.S. HANDRAIL
NEW STORMWATER INFILTRATION BASIN -SEE CIVIL DWGS.
CONCRETE WALK -SEE CIVIL DWGS.
PTD GALV. STL. BOLLARDS
MECHANICAL WELL
LANDSCAPE AREA (SEE LANDSCAPE DWGS.)
PTD GALV. STL. BOLLARDS
LAB EQUIPMENT ON 8" PAD
BOTTLE ENCLOSURE
MECHANICAL WELL
CONDENSER UNITS BY USING AGENCY
PTD GALV. STL. BOLLARDS
CIP CONCRETE RETAINING WALL W/ FACE BRICK
OUTDOOR HVAC LAB
CONCRETE SLAB ON GRADE WITH SNOW MELT SYSTEM -SEE HEATING DWGS.
EMERGENCY GENERATOR (SEE ELEC. DWGS.)
TRANSFORMER (SEE ELEC. DWGS.)
FENCE (PTD. GALV. STEEL POSTS W/ PERFORATED ALUMINUM INFILL PANELS)
P11 A-003
P1 A-004
P17 A-006
P11 A-007
P17 A-002
73' - 10"
16' - 0"
2' - 10" 1/2"
10' - 8 1/2"
25' - 0"
2' - 5"
5' - 5"
10' - 0"
206' - 4"
10' - 0"
8' - 0"
8' - 0"
8



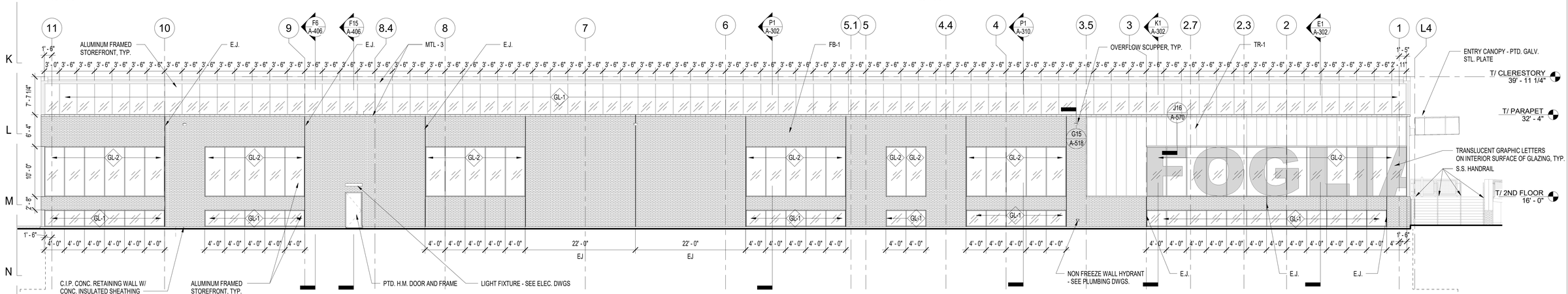
D1 BUILDING ELEVATION NORTH ELEVATION STEPS
1/8" = 1'-0"



J1 BUILDING ELEVATION - NORTH
1/8" = 1'-0"



J13 BUILDING ELEVATION - SOUTH
1/8" = 1'-0"



P1 BUILDING ELEVATION - EAST
1/8" = 1'-0"

SCALE 1/8" = 1'-0"

FINISH MATERIAL LEGEND

ACT-1	ACOUSTICAL TILE CEILING (SECTION 09 51 23 - ACOUSTICAL TILE CEILINGS)	GL-3	1/4" TEMPERED GLAZING (SECTION 08 80 00 - GLAZING)
CONC-1	POLISHED CONCRETE (SECTION 03 35 43 - POLISHED CONCRETE FINISHING)	GYP-1	PAINTED GYPSUM BOARD (SECTION 09 29 00 - GYPSUM BOARD)
CONC-2	SEALED CONCRETE (SECTION 09 91 23 - INTERIOR PAINTING)	MTL-1	PREFIN. CORRUGATED GALV. STL. WALL PANELS (SECTION 07 42 13.13 - FORMED METAL WALL PANELS)
CPT-1	TILE CARPETING (SECTION 09 68 13 - TILE CARPETING)	MTL-2	PREFIN. CORRUGATED PERFORATED ALUMN. WALL PANELS (SECTION 07 42 13.13 - FORMED METAL WALL PANELS)
EXP	EXPOSED CEILING, PAINT ALL EXPOSED DECK, DUCTWORK, PIPES, CONDUIT, AND STRUCTURE	MTL-3	PREFINISHED ALUM. COPING (SECTION 07 71 00 - ROOF SPECIALTIES)
EXIST	EXISTING MATERIAL TO REMAIN	MTL-4	PAINTED PIPE AND TUBE RAILINGS (SECTION 05 52 13 - PIPE AND TUBE RAILINGS)
FB-1	FACE BRICK (SECTION 04 26 13 - MASONRY VENEER)	MCM-1	METAL COMPOSITE PANEL (SECTION 07 42 13.23 - METAL COMPOSITE MATERIAL WALL PANELS)
FL-1	COMPOSITE METAL DECKING (SECTION 03 30 00 - CAST IN PLACE CONCRETE & SECTION 05 30 00 - STEEL DECK)	SS-1	SOLID SURFACE (SECTION 12 36 61 - SOLID SURFACING COUNTERTOPS)
FL-2	C.I.P. SLAB ON GRADE CONCRETE FLOOR (SECTION 03 30 00 - CAST IN PLACE CONCRETE)	TR-1	STRUCTURED POLYCARBONATE TRANSLUCENT WALL PANEL (SECTION 08 45 13 - STRUCTURED POLYCARBONATE PANEL ASSEMBLIES)
FL-3	NOT USED		
FL-4	ENTRANCE FLOOR GRILLE (SECTION 12 48 16 - ENTRANCE FLOOR GRILLE)	WB-1	4" RESILIENT WALL BASE (SECTION 09 65 13 - RESILIENT BASE AND ACCESSORIES)
FT-1	CERAMIC FLOOR TILE (SECTION 09 30 13 - CERAMIC TILING)	WD-1	PTD. 3/4" FIRE-RETARDANT TREATED PLYWOOD PANEL (SECTION 06 10 53 - MISC. ROUGH CARPENTRY)
GL-1	1" INSULATED GLAZING UNIT (IGU) (SECTION 08 80 00 - GLAZING)	WT-1	CERAMIC WALL TILE (SECTION 09 30 13 - CERAMIC TILING)
GL-2	1" TEMPERED INSULATED GLAZING UNIT (IGU) (SECTION 08 80 00 - GLAZING)		

NOTE: CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME.

REVISIONS			DRAWN	PREPARED
NO.	DATE	REMARKS		
1	10/11/21	DESIGN DEVELOPMENT	TRACED	APPROVED
2	12/20/21	75% CD		
3	04/11/22	100% CD	CHECKED	APPROVED
4	06/17/22	101% DESIGN SUBMITTAL		

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JB PRITZKER, GOVERNOR
Illinois Capital Development Board

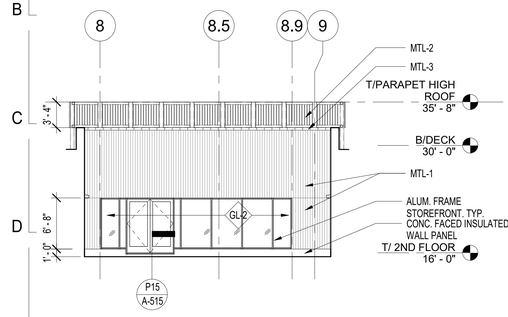
EXTERIOR ELEVATIONS

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McHENRY COUNTY COLLEGE
8900 US HIGHWAY 14
CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

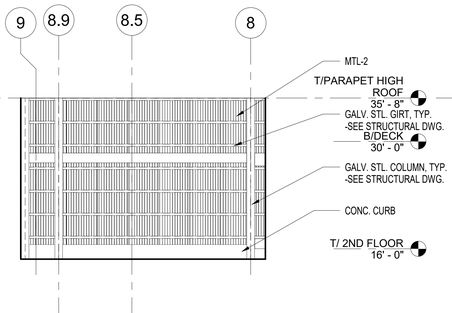
PROJECT NO. 810-066-019
DATE 06/17/22
SHEET NO. A-201
90 OF (251) SHEETS

FINISH MATERIAL LEGEND

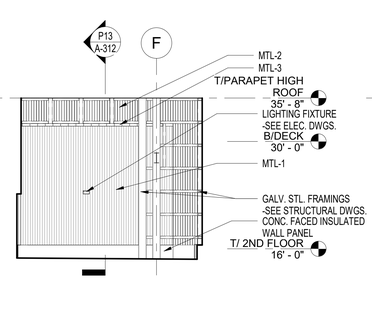
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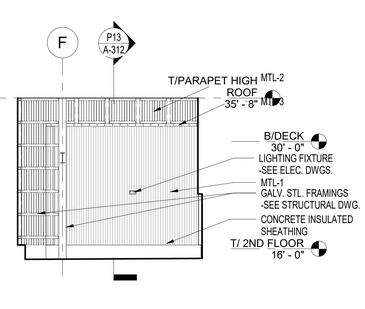
E1 OUTDOOR MECH SPACE 2 - EAST
1/8" = 1'-0"



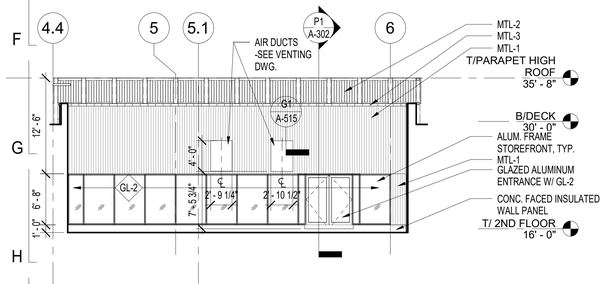
E5 OUTDOOR MECH SPACE 2 - WEST
1/8" = 1'-0"



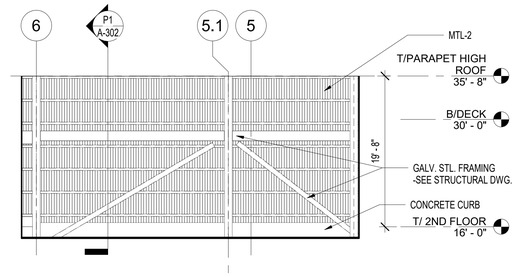
E9 OUTDOOR MECH SPACE 2 - SOUTH
1/8" = 1'-0"



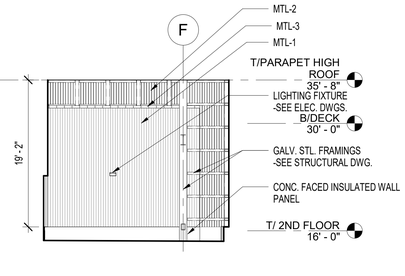
E13 OUTDOOR MECH SPACE 2 - NORTH
1/8" = 1'-0"



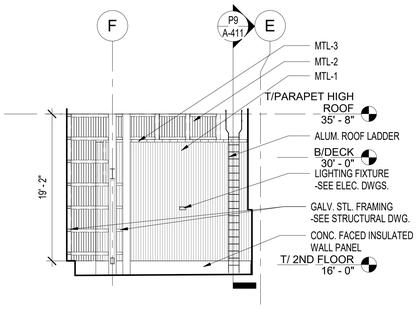
J1 OUTDOOR MECH SPACE 1 - EAST
1/8" = 1'-0"



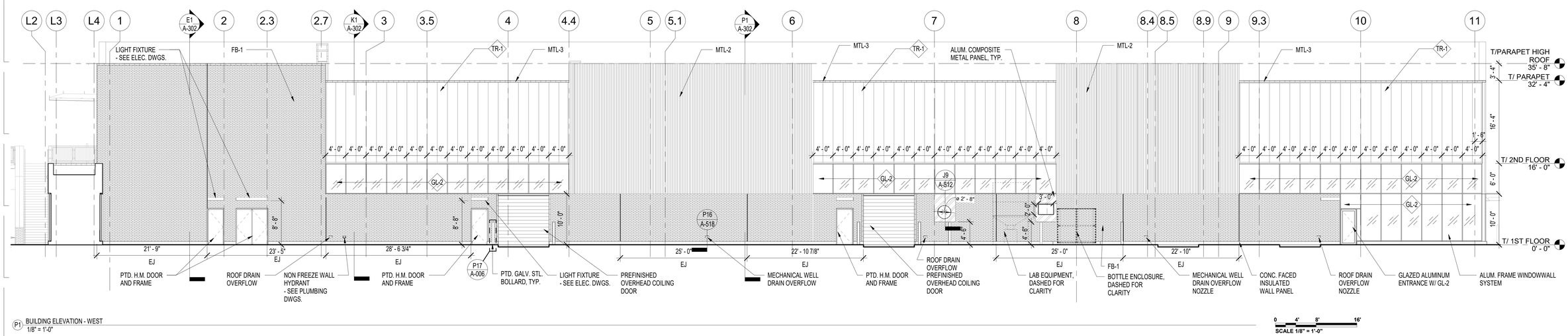
J6 OUTDOOR MECH SPACE 1 WEST
1/8" = 1'-0"



J11 OUTDOOR MECH SPACE 1 - SOUTH
1/8" = 1'-0"



J15 OUTDOOR MECH SPACE 1 - NORTH
1/8" = 1'-0"



P1 BUILDING ELEVATION - WEST
1/8" = 1'-0"

SCALE 1/8" = 1'-0"

NOTE: CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME.

REVISIONS			DRAWN	PREPARED
NO.	DATE	REMARKS		
1	10/11/21	DESIGN DEVELOPMENT	TRACED	APPROVED
2	12/20/21	75% CD		
3	04/11/22	100% CD	CHECKED	APPROVED
4	06/17/22	101% DESIGN SUBMITTAL		

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PROJECT NO. 810-066-019
DATE 06/17/22
SHEET NO. A-202
91 OF (251) SHEETS









Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: No Parking Restriction - North Main Street from Route 176 to Prairie Street

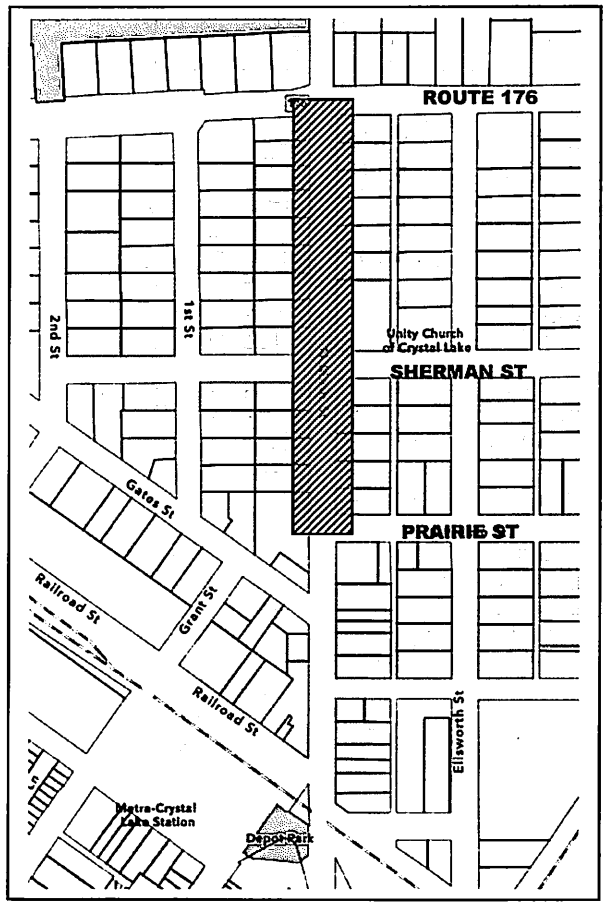
Staff Recommendation: Motion to adopt an Ordinance making it unlawful to stop, stand, or park any vehicle on the east and west side of North Main Street from the intersection of Route 176 to the intersection of Prairie Street.

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

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Background:
North Main Street from Prairie Street to Route 176 was a two-lane roadway with parking allowed on both sides. With current construction project, a northbound left turn lane from Main Street to Route 176 will be construction as well as turn lanes at Prairie Street. To preserve parkway trees, the road is not being widened to accommodate the turn lanes and on-street parking. Therefore, parking is no longer available along North Main Street and must be restricted. Residents along North Main Street have driveways. Parking is available on the nearby side streets such as Sherman Street and Prairie Street.

The project, with parking restrictions, was presented to residents as part of the Phase I preliminary engineering public meeting held on November 2, 2017.



Votes Required to Pass:
Simple majority

ORDINANCE

WHEREAS, the CITY OF CRYSTAL LAKE completed an improvement along North Main Street from Route 176 to Woodstock Street; and

WHEREAS, the improvement added a center bi-directional turn lane in addition to the existing two thru lanes; and

WHEREAS, due to the addition of the center bi-directional turn lane, parking is no longer feasible along North Main Street from Route 176 to Prairie Street.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, as follows

SECTION I: That it shall be unlawful to stop, stand, or park any vehicle on the east or west side of North Main Street from the intersection of Illinois Route 176 and North Main Street to the intersection of Prairie Street and North Main Street.

SECTION II: That any person, firm, or corporation violating any provisions of this Ordinance shall be fined in accordance with Chapter 1, Article II providing for General Penalty Provision in the Code of Ordinances of the City of Crystal Lake, Illinois.

SECTION III: That suitable signs and markers shall be erected.

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

SECTION V: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

DATED this 6th day of September, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 6, 2022
APPROVED: September 6, 2022

Draft

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date:	September 6, 2022
Item:	City Code Text Amendments
Recommendation:	Motion to adopt an Ordinance amending various sections of the City Code
Staff Contact:	Michael P. Magnuson, P.E. Director of Public Works and Engineering Kathryn Cowlin, Director of Community Development

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Background:
The proposed City Code amendments would address issues observed by staff based on their day-to-day application of the City Code and would simplify the requirements for procedures, businesses and residents.

Request:
Changes are proposed to Chapters 33, 334, 358, 422, 427, 435, 526, 575, 595, 650 Appendix. The following provides a brief explanation of the proposed text changes.

- *Chapter 33 Divisions and Departments*: Change the location of the Engineering Division to be under the Public Works Department and update the description of the Engineering Divisions role and duties within the City. Change the Public Works Director title to Director of Public Works and Engineering.
- *Chapter 34 Litter:* Additional language will be added to the Litter definition to include leaves as well as to further define what litter is not allowed to be thrown or deposited in public places.
- *Chapter 422 Residential Code:* Amendment to Chapter 45, Swimming Pools to remove the specific detail regarding the minimum and maximum distance between horizontal supports on a fence. The proposed change would allow existing board-on-board fencing to qualify as a pool barrier. A barrier is still required.
- *Chapter 427 Right-Of-Ways, Use Of*: Update for the Director of Public Works and Engineering to approve the approved parkway plantings.
- *Chapter 435-8 General Sewer Use Requirements:* Correct a typographical error.
- *Chapter 526-1 Weeds and Nuisance Greenery*: Update the definition of Weeds to accurately reflect the current industry standards.

- *Chapter 575 Planning and Development:* Update the review department and who completes the selection of the traffic engineering consultants. Also reduce the list of qualified consultants from six to four. A majority of the time developers either direct select a consultant or request quotes from three of the six consultants. Over the last few years, three of the consultants have been used on various occasions, two have been utilized once and one consultant has never been utilized.
- *Chapter 595 Stormwater Management:* Update to include all new single family homes must provide an existing and proposed topographic survey by an Illinois Licensed Professional Engineer. Also updated the department reference.
- *Chapter 650 Unified Development Ordinance Part 2 Appendix:* Update the list of acceptable and unacceptable street trees to match what is currently available. The Callery Pear is now considered an invasive species.

Votes Required to Pass:

Simple majority

Ordinance #:
File

ORDINANCE AMENDING VARIOUS CHAPTERS OF THE CITY CODE

WHEREAS, certain administrative changes have been made in connection with the designation of Divisions and Department within the City as well as the titles of City personnel within such Departments and Divisions; and

WHEREAS, it is appropriate to enact certain amendments to the City Code to address administrative changes to Departments and Divisions of the City; and

WHEREAS, City staff has determined that certain updates are necessary and appropriate within certain additional sections of the City Code; and

WHEREAS, the Mayor and City Council have found and determined that the amendments set forth herein are necessary and appropriate and in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE THAT:

SECTION ONE. Recitals. The foregoing recitals are incorporated as though fully set forth herein.

SECTION TWO. Amendment to Article II of Chapter 33.

1. Article II of Chapter 33 is amended by the deletion, in its entirety, of §33-7 (Engineering Services Division) and Section 33-8 through Section 33-9.1 shall be redesignated as Sections 33-7 through Sections 33-8.1, respectively.

2. Article II of Chapter 33 shall be amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

§ 33-9 Planning and Economic Development Division.

Draft

A. Establishment. There is hereby created the Planning and Economic Development Services Division. It shall consist of the ~~Planning and Economic Development Manager~~ **Director of Community Development** and such administrative assistants and other employees as may be provided for by the City Council in the annual Appropriation and Budget Ordinance of the City.

B. General duties. The ~~Planning and Economic Development Manager~~ **Director of Community Development** or his/her designated representative shall have the following duties:

(1) The ~~Planning and Economic Development Manager~~ **Director of Community Development** shall assist the Planning and Zoning Commission in the review and approval of all planned unit developments and all subdivisions of lots, tracts, or parcels of land.

(2) The ~~Planning and Economic Development Manager~~ **Director of Community Development** shall be responsible for the implementation of the official Comprehensive Plan.

(3) The ~~Planning and Economic Development Manager~~ **Director of Community Development** shall assist in the preparation of amendments to the official Comprehensive Plan and supporting data, the Official Map, and all amendments to the Zoning Ordinance.

(4) The ~~Planning and Economic Development Manager~~ **Director of Community Development** shall assist in the preparation of all federal grants.

(5) In addition to the aforementioned duties, the ~~Planning and Economic Development Manager~~ **Director of Community Development** shall perform such other duties as may be assigned by the City Manager.

SECTION THREE. Deletion of Article III of Chapter 33 and Redesignation of Articles IV and V of Chapter 33.

1. Article III of Chapter 33 shall be deleted in its entirety.

2. Article IV of Chapter 33, entitled Public Safety Shall be redesignated as Article III of Chapter 33 and Sections 33-13 through 33-18 shall be redesignated as Sections 33-10 through 33-15, respectively.

3. Article V of Chapter 33 shall be redesignated as Article IV and shall hereinafter be entitled Public Works and Engineering Department.

SECTION FOUR. Redesignated Article IV shall be amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

Draft

Article ~~V~~ IV Public Works and Engineering Department

§ 33-~~19~~10 Establishment.

There is hereby created the Department of Public Works **and Engineering** for the City of Crystal Lake. It shall consist of the Director of Public Works **and Engineering** and such administrative assistants and other employees with such titles as may be appointed by the City Manager or provided for in the annual Appropriation and Budget Ordinance of the City. The Director shall have control over all employees of the Department of Public Works **and Engineering**, subject to the authority and control of the City Manager. In the event of a vacancy in the office of Director of Public Works **and Engineering,** the City Manager shall serve as ex officio head of the Department of Public Works **and Engineering** until the position is filled by a separate appointment by the City Manager. **Wherever referenced in this Code the Department of Public Works shall mean the Department of Public Works and Engineering and the Director of Public Works shall mean the Director of Public Works and Engineering.**

§ 33-~~20~~11. Duties.

The Director of Public Works **and Engineering** shall have the following duties:

A. The Director of Public Works **and Engineering** shall have control and supervision over all public property of the City not otherwise provided for by ordinance of the City or the Illinois Compiled Statutes, including but not limited to, all streets, parks, parkways, sidewalks and municipal buildings. The Director of Public Works **and Engineering** shall also have direct supervision and control over all buildings, equipment and supplies involved in the treatment and production of water, sewage treatment and the treatment of stormwater.

B. The Director **of Public Works and Engineering** shall have charge of and be responsible for the care and maintenance of the City storm sewer system and all City streets, sidewalks, right-of-ways and all other public improvements**.** ~~and shall also serve as the Director of Public Works.~~

C. All construction, repair, or extension of any pavement, sewer or water main, or any appurtenances thereto, and all other construction, repair or maintenance work conducted by the City shall be done by or under the control and supervision of the Director of Public Works **and Engineering**, unless that control is specifically delegated to another department by any ordinance of the City, or by the specific direction of the City Manager.

Draft

D. The Director of Public Works **and Engineering** or designated administrative assistant shall have charge of and be responsible for the condition of all motor vehicles, trucks and other equipment of the City, and of all buildings or places in which the same are housed or kept, with the exception of those vehicles, equipment or buildings specifically placed under the authority of another department by any ordinance of the City.

E. It shall be the duty of the Director of Public Works **and Engineering** to assist the City Manager in the preparation of all applications for grants for the extension, repair or remodeling of existing facilities or the construction of new facilities. The Director of Public Works **and Engineering** shall also assist the City Manager in the preparation of plans and specifications for the development and construction of new water treatment plants, sanitary sewer plants, stormwater treatment facilities and all appurtenances thereto.

F. The Director of Public Works **and Engineering** shall assist the Director of Pollution Control in the enforcement of all applicable ordinances of the City and statutes of the State of Illinois pertaining to pollution control.

G. It shall be the duty of the Director of Public Works **and Engineering** to maintain the City water supply in accordance with ordinances of the City and the Illinois Compiled Statutes.

H. The Director of Public Works **and Engineering,** or designee shall be responsible to study, investigate, counsel, and develop and/or update annually, and administer a plan for care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs from public areas and along public streets.

§33-12 Engineering Division.

A. Establishment. There is hereby created the Engineering Division of the Public Works and Engineering Department. It shall consist of the City Engineer, Capital Engineering Manager, and such other professional and technical employees as may be provided for by the City Council in the annual Appropriation and Budget Ordinance of the City.

B. General duties. Under the supervision of the Director of Public Works and Engineering or his/her designated representative, the Engineering Division shall have the following duties:

Draft

(1) Shall have charge of and supervision over the making of all surveys, plans, maps and investigations regarding City facilities until specific direction to the contrary is made by the City Manager.

(2) Shall exercise approval authority over engineering plans or all public and private improvements in the City, and shall make all inspections needed for that purpose.

(3) Shall issue all permits required by ordinance of the City to be issued by the City Engineer.

(4) Shall perform all other engineering services required of the City, as well as such other duties as may be prescribed by any ordinance of the City, by the Director of Public Works and Engineering or by the City Manager.

SECTION FIVE. Amendment to Section §334-1 (Litter). The definition of LITTER is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

LITTER Any discarded, used or unconsumed substance or waste. Litter may include, but is not limited to, any garbage, trash, refuse, debris, rubbish, grass clippings, **leaves** or other lawn or garden waste, newspaper, magazines, glass, metal, plastic or paper containers or other packaging, construction material, motor vehicle parts, furniture, oil, carcass of a dead animal, any noxious or offensive matter of any kind, any object likely to injure any person or create a traffic hazard, potentially infectious medical waste as defined in Section 3.84 of the Environmental Protection Act (415 ILCS 5/3.360), or anything else of an unsightly or unsanitary nature, which has been discarded, abandoned or otherwise disposed of improperly including any material which if thrown or deposited improperly may tend to create a danger to the public health, safety and welfare.

SECTION SIX. Amendment to Section §334-2 (Litter). Section 334-2 is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

334-2 Litter in public places.

No person shall throw or deposit litter **or rubbish including but not limited to grass clippings, leaves or garden waste** in or upon any street, sidewalk, or other public place

Draft

within the City except in public receptacles, in authorized private receptacles for collection or in an official City disposal facility.

SECTION SEVEN. Amendment to Section §334-5 (Litter). Section 334-5 is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

334-5 Sweeping litter into public places prohibited; duty to keep public places free of litter.

Sweeping litter into public places prohibited; duty to keep public places free of litter. No person shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter **or rubbish including but not limited to grass clippings, leaves or garden waste** from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying any premises within the City shall keep the sidewalk, parkway, gutter and street adjacent to their premises free of litter.

SECTION EIGHT. Amendment to Section 358-7 (Noise). Section 358-7 is hereby amended as follows: [Additions are shown in **bold** and underlined deletions are shown as ~~strikethroughs~~].

358-7 Exemptions.

Sounds caused by the following are exempt from the prohibitions set out in § 358-6 and are in addition to the exemptions specifically set forth in § 358-6:

A. Motor vehicles on traffic ways of the City, provided that the prohibition of § 358-6B continues to apply.

B. Repairs of utility structures which pose a clear and immediate danger to life, health, or significant loss of property.

C. Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger, provided that the prohibition contained in § 358-6D continues to apply.

D. The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.

E. Repairs or excavations of bridges, streets, highways, sewers, or water mains by or on behalf of the City, the state, or the federal government, between the hours

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of 7:00 p.m. and 7:00 a.m., when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.

F. Outdoor school and playground activities. Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to school athletic and school entertainment events.

G. Other outdoor events. Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.

SECTION NINE. Amendment to Section §422-2(FF)(4502.2.5) and §422-2(FF)(4502.2.6) (Residential Code). Section 422-2(FF)(4502.2.5) and 422-2(FF)(4502.2.6) shall be deleted in their entirety.

SECTION TEN. Amendment to Section §427-27 (Rights-Of-Way). Section 427-27 is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

427-27 Approved parkway planting.

Planting of shrubs and trees other than those approved by the ~~City Engineer~~ **Director of Public Works and Engineering** shall be prohibited.

SECTION ELEVEN. Amendment to Section §435-8 (Sewer Use). Section 435-8 is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

435-8 Sewer use limits, local limits

The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater containing in excess of the following instantaneous maximum allowable discharge limits:

Discharge Limit (mg/l)	**Pollutant**
26	Ammonia nitrogen
0.1	Arsenic

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Discharge Limit (mg/l)	Pollutant
24.0	Barium
0.1	Cadmium
2225	Chloride
0.3	Chromium (Hex)
8.5	Chromium (Tot)
0.5	Copper
0.3	Cyanide
7.0	Fluoride
20.0	Iron
0.6	Lead
40	Manganese
0.4	Molybdenum
0.0005	Mercury
0.3	Nickel
11.0	Phenols
1.3	Selenium
0.25	Silver
2500	Sulfate
1.0	Zinc
100	Fats, oil and grease (FOG) (mineral or petroleum origin)
200	Fats, oil and grease (FOG) (food origin)
236	Biochemical oxygen demand (BOD)
272	Total suspended solids (TSS)
10	~~Phosphate~~ **Phosphorus**, total (as P)

Note: Discharge limit for pH (5.0 - 9.5) Standard Units (SU).

SECTION TWELVE. Amendment to Section §526-1 (Weeds and Nuisance Greenery). Section 526-1 is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

526-1 Definitions

WEEDS Includes but is not limited to the following: burdock, ragweed (giant), ragweed (common), thistle, cockleburr, jimson, ~~blue vervain, common milkweed,~~ wild carrot,

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poison ivy, wild mustard, rough pigweed, lambsquarter, wild lettuce, curled dock, smart weeds (all varieties), poison hemlock, and wild hemp, and all other plant materials in an **unmanaged,** untended or uncultivated state, including grass.

SECTION THIRTEEN. Amendment to Section §575-2 (Planning and Development). Section 575-2 is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

575-2 Procedure

A. The **Public Works and Engineering Department** ~~Engineering Services Division~~ shall determine if a traffic study is necessary or specific traffic issues need to be evaluated as part of the development review process, as outlined in Chapter 650, Unified Development Ordinance.

B. The **Public Works and Engineering Department** ~~Engineering Services Division~~ shall review the proposed development and, based upon a suitable site plan, shall develop a scope of services or request a scope of services from one of the approved traffic engineering firms.

C. The developer/owner shall be given the choice to select the private traffic consulting firm to be retained by the City that will complete the traffic study using one of the following two selection procedures:

(1) The developer/owner can opt to select one of the **four** ~~six~~ approved traffic engineering firms to complete the traffic study/analysis, pursuant to the process outlined in Subsection D below.

(2) The developer/owner can opt to select one of the **four**~~six~~ approved traffic engineering firms to complete the traffic study/analysis using the request for proposal (RFP) process outlined in Subsection E below.

D. In order to expedite the traffic review procedure, the developer/owner shall have the option of selecting an approved traffic consultant to complete the traffic study/analysis, exclusive of the RFP process. The City shall furnish the developer/owner with a list of **up to four**~~six~~ approved traffic consultants having been selected pursuant to the selection process in § 575-3.

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(1) The developer/owner shall select one of the **four**~~six~~ approved traffic consultants, and notify the City in writing of the selection. Upon receipt of the developer's/owner's selection, the ~~Engineering Services Division~~ **Public Works and Engineering Division** shall request a scope of services from the selected consultant and request a quote from the consultant, to include a "not to exceed" amount, for review and approval.

(2) The developer/owner shall execute a task order, in a form provided by the City Engineer, that acknowledges and agrees that the services provided by the consultant are for the benefit of the developer/owner. The developer/owner shall, pursuant to § 241-34 of this Code, be responsible for payment to the City of all fees, actual costs or actual expenses related to the City retaining a traffic consultant pursuant to this section.

SECTION FOURTEEN. Amendment to Section §575-3. Section 575-3 is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

575-3 Consultant Selection

A. The selection of traffic engineering consultants shall be the duty of a committee comprised of the ~~City Manager~~ **Director of Public Works and Engineering**, Director of Community Development and the City Engineer, who shall be subject to confirmation and approval by the Mayor and City Council.

B. Statements of qualifications from interested consultants will be received by the committee and evaluated to obtain the most qualified field of candidates.

C. It is the policy of the City to place up to six qualified consultants on an active list that would be called upon to review traffic-related issues pertinent to development projects and provide proposals to the City for studying same.

D. The essential criteria used to select consultants would include, but may not be limited to:

(1) Traffic engineering experience.

(2) Qualifications of principals and staff engineers to supervise and perform the scope of intended services.

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(3) Suitable, comparable results in previous studies performed with the City of Crystal Lake or other reliable references.

(4) Adequate available personnel to accomplish the scope of services in a timely manner.

(5) That the consultant does not perform engineering services to private developers/owners seeking approvals within the City of Crystal Lake.

E. The **up to four** ~~six~~ consultants selected pursuant to this section shall be subject to removal from the list, at any time, by direction of the committee referred to in § 573-3A. If, in the opinion of the City selection committee, results are unsatisfactory on a second successive study or other negative quality issue, that firm may be dropped and replaced with the next most highly qualified firm.

SECTION FIFTEEN. Amendment to Section §595-10 Section 595-10B(1)(a) is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

(a) A development plan shall be **prepared by a licensed professional engineer and be** submitted showing the proposed regulated development with all other relevant information, including, but not limited to:

[1] Property lines;

[2] Buildings and other structures;

[3] Easements;

[4] Utility lines, culverts, on-site waste disposal systems, and wells;

[5] Existing and proposed ground elevations sufficient to depict the proposed work and how it ties into existing ground elevations;

[6] Existing and proposed impervious areas;

[7] Areas of temporary disturbance;

[8] Placement of spoil materials;

[9] Details of construction;

[10] Dimensions of the proposed regulated development;

[11] The type and location of all soil erosion and sediment control measures;

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[12] Specifications for seeding or other methods of stabilization;

[13] The McHenry County Standard Soil Erosion and Sediment Control Notes in Appendix 2;[1]

[1] Editor's Note: Appendix 2 is included as an attachment to this chapter.

[14] All components of the stormwater management system, including the overland flow path, drain tiles, storm sewers, and water quality protection measures;

[15] The McHenry County Standard Drain Tile Notes in Appendix 3;[2]

[2] *Editor's Note: Appendix 3 is included as an attachment to this chapter.*

[16] The location of any flood hazard area on the development site and extending 100 feet beyond the development site, based on available maps and studies; and

[17] The location of all WOTUS and IWMC, extending 100 feet beyond the development site, based on available maps and studies.

SECTION SIXTEEN. Amendment to Section §A-1100(A). Section A-1100(A) is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

A. Acceptable street trees.

Alder, Black (Alnus glutinosa)

Alder, Speckled (Alnus rugosa)

Birch, River (Betula nigra), especially Heritage

Cherry, Sargent (Prunus sargentii)

Chokecherry, Schubert (Prunus virginiana "Schubertii")

Corktree, Amur (Phellodendron amurense)

Corktree, Sakhalin (Phellodendron sakhalinense)

Dogwood, Kousa (Cornus kousa)

Dogwood, Corneliancherry (Corrus mas)

Elm, Accolade (Ulmus morton)

Elm, Chinese (Ulmus parvifolia, NOT Siberian elm)

Elm, Triumph (Ulmus morton glossy)

Ginkgo (Ginkgo biloba), male clones only

Hackberry (Celtis occidentalis), esp. Chicago-land, Prairie Pride, and Windy City

Honeylocust, Thornless Common (Gleditsia triacanthos inermis)~~, many cultivars available; vastly overused; would discourage continued planting~~

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Hornbeam, American (Carpinus caroliniana)

Hornbeam, European (Carpinus betulus)

Horsechestnut (Aesculus hippocastanum)

Hophornbeam, American (Ostrya virginiana)

Katsuratree (Cercidiphyllum japonicum)

Kentucky coffeetree (Gymocladus dioicus)

Linden, Crimean (Tilia X euchlora), esp. Redmond

Linden, Littleleaf (Tilia cordata), esp. Glenleven, Greenspire, and June Bride

Linden, Silver (Tilia tomentosa)

London Plane Tree (Platanus acerifolla)

Maple, Hedge (Acer campestre)

Maple, Paperbark (Acer griseum)

Maple, Three-flower (Acer triflorum)

Maple, Miyabe (Acer miyabei)

Maple, Norway (Acer platanoides), esp. Cleveland, Emerald Queen, Schwedler, Summershade, and Superform. May be too big for many areas; too shady, often preventing lawn growth.

Maple, Red (Acer rubrum), esp. Autumn Blaze, Marmo, Morgan, Northwood, October Glory, and Red Sunset

Maple, Sycamore (Acer pseudoplatanus)

Maple, Tartarian (Acer tataricum)

Maple, Purpleblow (Acer truncatum)

Oak, Bur (Quercus macrocarpa)

Oak, English (Quercus robur)

Oak, Red (Quercus rubra or Q. borealis)

Oak, Swamp White (Quercus bicolor)

Tulip Tree (Lirlodendron tullipifera)

~~Pear, Callery (Pyrus calleryana), esp. Chanticleer and Fauriei (cultivars such as Brad ford and Aristocrat are proving to be landscape liabilities as they age beyond 15 years)~~

SECTION SEVENTEEN. Amendment to Section §A-1100(B). Section A-1100(B) is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

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B. Unacceptable street trees. The following are landscape liabilities because of high susceptibility of pests or disease; invasive root systems; casting deep shade; dangerous thorns; troublesome seeds, fruits, or cones; or weak-wooded, leading to hazardous twig and limb breakage.

Ash (Fraxinus species)

Birches (Betula species), except river birch (B. nigra)

Boxelder (Acer negundo)

Buckeyes (Aesculus species)

Buckthorn (Rhamnus species)

Catalpa (Catalpa species)

Cone-bearing trees, including pines, spruces, firs, larches

Crabapples, except for non-fruiting varieties

Elms (Ulmus species), except Chinese elm (U. parvifolia)

Fruit trees, including apple, cherry, peach, pear, plum

Ginkgo (Ginkgo species), female only

Hawthorns (Crataegus species)

Hickories (Carya species)

~~Horsechestnut (Aesculus hippocastanum)~~

~~Kentucky coffeetree (Gymocladus dioicus)~~

Locust, Black (Robinia pseudoacacia)

Maple, Silver (Acer saccharunum)

Mulberries (Morus species)

Mountainashes (Sorbus species)

Osage-orange (Maclura pomifera)

Poplars (Populus species), including aspens and cottonwoods

Russian-olive (Eleagnus augustifolia)

Sycamore, or Planetree (Platanus species)

Tree-of-heaven (Ailanthus altissima)

Walnut, Black (Juglars nigra)

Willows (Salix species)

The above-listed plants shall not be planted within parkways, medians, or other passageways. Such approval will be contingent upon an agreement that the developer/owner will accept all obligations for maintenance, liability, and removal if such is deemed necessary.

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SECTION EIGHTEEN. Amendment to Section §A-1100(C). Section A-1100(C) is hereby amended as follows: [Additions are shown as **bold** and underlined deletions are shown as ~~strikethroughs~~]

C. Acceptable street trees to be planted under power lines.

Maple, Trident (Acer buergeranum)

Maple, Amur (Acer tataricum subsp. ginnala)

Maple, Tatarian (Acer tataricum)

Ivory Silk Japanese Lilac (Syringa reticulata)

SECTION NIGHTEEN. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this 6th day of September, 2022

APPROVED:

_____

Haig Haleblian, MAYOR

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

PASSED: September 6, 2022

APPROVED: September 6, 2022

Draft

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Draft

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: Purchase of Replacement Taser Equipment

Council Discretion: Motion to adopt a Resolution approving and authorizing the Interim City Manager to execute a sole source agreement with Axon Enterprise, Inc. for the purchase of twenty (20) replacement Tasers and Taser Equipment in the amount of $32,499.90

Staff Contact: James Black, Chief of Police

Background:

The City of Crystal Lake Police Department utilizes several less lethal options to help officers respond to physically violent and resistant subjects. Since 2008, in order to do this in the safest manner possible to both an offender and officer, sworn Police Department staff have been equipped with Tasers manufactured by Axon Enterprises. Tasers disrupt voluntary control of muscles, causing "neuromuscular incapacitation". The effects of a Taser device may only be localized pain or strong involuntary long muscle contractions, based on the mode of use and connectivity of the device.

Evaluation:

The Police Department currently owns 55 Tasers for use by Police Department staff. Each Taser maintains a five-year warranty. Due to the significant cost of this equipment, the police department has spread the replacement costs to replace all of the Tasers over a three-year budget cycle. This purchase is the third of a three-year planned cycle for replacement of the Department's current Axon Enterprise Tasers. This purchase will replace Taser units that were purchased in 2014, replacing the first batch of Tasers purchased in 2008. The units to be replaced are out of warranty. It is because of the warranty limitations that the Department has always planned a five-year replacement cycle for this equipment. Axon Enterprise Incorporated is the only manufacturer of this type of equipment and is a sole source vendor for the City of Crystal Lake.

Axon Enterprise Incorporated is the only manufacturer of this type of equipment and has been designated as a sole source vendor for the City of Crystal Lake. There was a company that manufactured a product similar to the Taser, however, that company filed for bankruptcy in January 2020.

Recommendation:

Staff recommends the purchase of twenty (20) X26P Tasers and equipment from Axon Enterprises Incorporated to replace current X26P units at a total cost of $32,499.90. Funds have been appropriated for this purchase.

Votes Required to Pass:

Simple majority vote of the City Council.

Res. 22R-__

R E S O L U T I O N

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the Interim City Manager is authorized to execute a sole source purchase agreement between the CITY OF CRYSTAL LAKE and Axon Enterprise Incorporated for Tasers and Taser equipment in the submitted proposal amounts.

DATED this 6th day of September, 2022.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: September 6, 2022
APPROVED: September 6, 2022

Draft

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-412100-44791.655JS

Issued: 08/18/2022

Quote Expiration: 09/30/2022

Estimated Contract Start Date: 10/01/2022

Account Number: 188451
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-100 W Woodstock St 100 W Woodstock St Crystal Lake, IL 60014-4262 USA	Crystal Lake Police Dept. - IL 100 W Woodstock St Crystal Lake, IL 60014-4262 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jake Sheedy Phone: Email: jsheedy@axon.com Fax:	Adam Munaretto Phone: Email: amunaretto@crystallake.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$32,499.90
ESTIMATED TOTAL W/ TAX	$32,499.90

Discount Summary

Average Savings Per Year	$23.20
TOTAL SAVINGS	$116.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	$32,499.90	$0.00	$32,499.90
Total	**$32,499.90**	**$0.00**	**$32,499.90**

Quote Unbundled Price:	**$32,615.90**
Quote List Price:	**$32,615.90**
Quote Subtotal:	**$32,499.90**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
11002	BLACK X26P CEW, HANDLE	20			$1,220.00	$1,220.00	$24,400.00	$0.00	$24,400.00
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK	3			$77.35	$77.35	$232.05	$0.00	$232.05
11503	HOLSTER, BLADE TECH, LEFT, X26P	3			$77.35	$77.35	$232.05	$0.00	$232.05
A la Carte Warranties									
80398	EXT WARRANTY, X26P HANDLE	20	49		$7.91	$7.79	$7,635.80	$0.00	$7,635.80
Total							**$32,499.90**	**$0.00**	**$32,499.90**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	11002	BLACK X26P CEW, HANDLE	20	09/01/2022
A la Carte	11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK	3	09/01/2022
A la Carte	11503	HOLSTER, BLADE TECH, LEFT, X26P	3	09/01/2022

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80398	EXT WARRANTY, X26P HANDLE	20	09/01/2023	09/30/2027

Payment Details

Sep 2022						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Invoice Upon Fulfillment	11002	BLACK X26P CEW, HANDLE	20	$24,400.00	$0.00	$24,400.00
Invoice Upon Fulfillment	11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK	3	$232.05	$0.00	$232.05
Invoice Upon Fulfillment	11503	HOLSTER, BLADE TECH, LEFT, X26P	3	$232.05	$0.00	$232.05
Invoice Upon Fulfillment	80398	EXT WARRANTY, X26P HANDLE	20	$7,635.80	$0.00	$7,635.80
Total				**$32,499.90**	**$0.00**	**$32,499.90**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/18/2022



Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: Proposal Award and Appropriation of Motor Fuel Tax (MFT) Funds for Design Engineering Services for the Pedestrian Connections to the Regional Prairie Trail Improvement

Staff Recommendation: 1) Motion to adopt a Resolution authorizing the Interim City Manager to execute an agreement with Gewalt Hamilton and Associates for the Pedestrian Connections to the Regional Prairie Trail Improvement Design Engineering Consultant Services in the amount of $98,070, approve warranted changes for up to 10 percent of the agreement cost, and to approve warranted completion date extensions.

2) Motion to adopt a Resolution appropriating $108,000 in MFT funds for the Pedestrian Connections to the Regional Prairie Trail Improvement.

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

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Background:

The City was awarded an Illinois Transportation Enhancement Program (ITEP) federal grant for the Pedestrian Connections to the Regional Prairie Trail project which completes critical sidewalk gaps for residents and pedestrians to access the regional Prairie Trail, portions of the Route 14 commercial corridor, the historic Downtown, both Metra stations, and the post office, at the following locations:

- Main Street and Commonwealth Drive/Shopping Center Back Entrance: Upgrade existing traffic signal to accommodate pedestrians, add new sidewalk along the east side of Main Street from Commonwealth Drive to the existing sidewalk to the north, and add new sidewalk to access the Shopping Center;
- Fill in missing sidewalk along the south side of Congress Parkway just east of Commonwealth Drive; and
- Fill in missing sidewalk along the north side of Virginia Road from Route 14 to Berkshire Drive and upgrading the existing sidewalk to meet ADA requirements along the south side of Virginia Road from Route 14 to Berkshire Drive.

The preliminary engineering has been approved by the Illinois Department of Transportation and the next step is for a consultant to be selected to complete the design engineering per IDOT and federal requirements.

Consultant Selection Process

The Engineering Division followed the City's Purchasing Policy to solicit proposals from consulting engineering firms for design engineering services for this project. The City received proposals from five firms. The proposals were reviewed based on the consultants' qualifications, experience, proposed staff for this specific project, adequacy of hours and cost. Not all of the consultants demonstrated the same level experience and expertise for this type of project. The evaluation process ranked Gewalt Hamilton and Associates the highest based on qualifications, scope, experience, etc. When the qualifications and costs were considered together to determine which firm offers the City the best value (value index below), Gewalt Hamilton and Associates remained the highest ranked consultant. Gewalt Hamilton and Associates has previously worked on various City projects and done a good job. Staff recommends selecting Gewalt Hamilton and Associates.

Pedestrian Connections to the Regional Prairie Trail Improvement - Design Engineering

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Clark Dietz		Baxter & Woodman		Engineering Resource Associates		Gewalt Hamilton & Associates		GSG	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)										
Understanding of Project Scope: Did the consultant properly identify key aspects of the specific design/ how to resolve them and not submit a generic approach?	9	4	36.00	5	45.00	5	45.00	5	45.00	0	0.00
Are the project hours by task appropriate and align with other consultant's submittals and past experience.	8	5	40.00	3	24.00	5	40.00	5	40.00	0	0.00
Project examples are pertinent and aligned with the proposed scope	6	3	18.00	2	12.00	4	24.00	5	30.00	2	12.00
Senior/ lead project team members have demonstrated experience, relevant experience in project examples, good performance on past CL projects	7	5	35.00	2	14.00	4	28.00	5	35.00	2	14.00
Total Weighted Rating	30		129.00		95.00		137.00		150.00		26.00
PROPOSAL RANKING		4.30		3.17		4.57		5.00		0.87	
Total Cost		$122,000.00		$91,500		$94,860		$98,070		$79,652	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg)		1.86		2.65		2.56		2.48		2.95	
TOTAL VALUE RANKING =		3.08		2.91		3.56		3.74		1.91	

Virginia Road is maintained by, and under the jurisdiction of the McHenry County Division of Transportation (MCDOT). Per an Intergovernmental Agreement that was approved on June 15, 2021, MCDOT will financially participate for 50% of the design engineering. The City and MCDOT will each financially contribute $49,035 for the design engineering services.

Recommendation:

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

Based on the proposals received, the City's evaluation criteria and the detailed review by staff, it is the recommendation of staff that Gewalt Hamilton and Associates be selected for the design engineering services. This project is included in the Fiscal Year 2022/2023 Capital Budget.

Votes Required to Pass:

Simple majority.

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to improve pedestrian connections to the Prairie Trail which links the US Route 14 Corridor, the Downtown, Post Office and Metra Stations; and

WHEREAS, these improvements will consist of eliminating gaps in the existing sidewalk system along with traffic signal improvements to aid pedestrians; and

WHEREAS, the CITY requires consultant design and engineering services; and

WHERAS proposals were publically solicited and reviewed resulting in a determination that Gewalt Hamilton and Associates offered a proposal that is the most advantageous to the City.

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

BE IT FURTHER RESOLVED that the Interim City Manager is authorized to execute an agreement with Gewalt Hamilton and Associates for design engineering services in the amount of $98,070; and

BE IT FURTHER RESOLVED that the Interim City Manager is authorize to approve warranted changes orders for up to ten percent (10%) of the agreement value and to approve warranted time extensions.

DATED this 6th day of September, 2022.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 6, 2022
APPROVED: September 6, 2022

Draft

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☐ Yes ☐ No

Resolution Type	Resolution Number	Section Number
		21-00131-00-SW

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)
of Crystal Lake (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Main Street		FAU 0124	At Commonwealth Drive	
Congress Parkway	0.09	FAU 3857	Commonwealth Drive	East 500 feet
Virginia Road	0.49	FAU 0121	850 ft East of Route 14	Berkshire Drive

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of
Sidewalk installation, ADA improvements, traffic signal upgrade to include pedestrian signal heads.

2. That there is hereby appropriated the sum of one hundred and eight thousand Dollars ($108,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Nick Kachiroubas (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)
of Crystal Lake (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council (Governing Body Type) of Crystal Lake (Name of Local Public Agency) at a meeting held on September 06, 2022 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6 (Day) day of September, 2022 (Month, Year).

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Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Draft

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: September 6, 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 Interim City Manager to execute an Intergovernmental 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 $33,000 to perform the station lighting repairs and upgrades.

Staff Contact: Nick Hammonds, Assistant City Manager

Background:

The City has been coordinating with Metra regarding the repair and upgrade of lighting components inside the Crystal Lake Depot station and has requested that Metra address the items needing repair. Under the proposed 2022 IGA, 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 City Council previously approved the IGA with Metra, however, the IGA amount has been updated due to the re-bidding of the project.**

The costs for these improvements will be covered by grant funding provided by Metra pursuant to the 2022 IGA. No additional unreimbursed costs will be incurred by the City outside of the scope of the grant funding other than staff time to coordinate bidding and project oversight. Project oversight will not result in additional staff salary costs.

Project Scope:

City staff will conduct bidding and coordinate contractors to perform the work. 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 areas and repair work are 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, sockets, and fixtures.
- 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 Interim 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 Interim 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 $33,000 to perform the Crystal Lake Depot Train Station Lighting Repairs and Upgrades.

DATED this 6th day of September, 2022.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 6, 2022
APPROVED: September 6, 2022

Draft

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 June, 2022, 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

Draft

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 $33,000.00 ("**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: Interim 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: _____
Eric Helm	James M Derwinski
Interim City Manager	CEO/Executive Director

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Exhibit A

Scope & Estimate

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Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: Bid Rejection and Award – Crystal Lake Depot Train Station Lighting Repairs and Upgrades

Staff Recommendation: 1) Motion to reject the Crystal Lake Depot Train Station Lighting Repairs and Upgrades bids from the bid opening on June 9, 2022; and

2) 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 Interim 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

Background:

The Crystal Lake Depot Train Station located in Downtown Crystal Lake was refurbished in 2004. The lighting components and fixtures inside the station have deteriorated or ceased to function properly over time and are in need of repairs. 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. Under a proposed 2022 Intergovernmental Funding Agreement between the City of Crystal Lake and Metra, Metra will be providing funds for the City to coordinate and perform repairs and upgrades to the lighting at the Crystal Lake Depot Train Station. **The costs for these improvements will be covered by grant funding provided by Metra pursuant to the 2022 IGA.**

On June 9, 2022, bids were publicly opened for lighting repairs and upgrades at the Downtown Crystal Lake Metra Station. The awarded bidder withdrew their bid due to a lack of available manufactured parts for certain lighting fixtures, and the City proposes to reject the bid from the June 9, 2022 bid opening. On August 23, 2022, bids were publicly opened for the lighting repairs and upgrades re-bid, and the results are as follows:

Company	Total Bid
√Associated Electrical Contractors, LLC	$32,585.00
Carey Electric Contracting, LLC	$39,815.00
Ron Jones Electric, Inc.	$47,344.00

√ *Indicates lowest responsive and responsible bidder.*

Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

The recommendation of City staff is to award the contract to the lowest responsive and responsible bidder, 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

WHEREAS the CITY OF CRYSTAL LAKE received and publicly opened bids for the Crystal Lake Depot Train Station Lighting Repairs and Upgrades on June 9, 2022; and

WHEREAS the awarded bidder withdrew their bid; and

WHEREAS the CITY OF CRYSTAL LAKE bid the project again and received and publicly opened bids for the Crystal Lake Depot Train Station Lighting Repairs and Upgrades on August 23, 2022; and

WHEREAS the lowest responsive and responsible bidder is Associated Electrical Contractors.

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 bids of June 9, 2022 are hereby rejected; and

BE IT FURTHER RESOLVED that the Interim City Manager 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 $32,585.00; and

BE IT FURTHER RESOLVED that the Interim City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

DATED this 6th day of September, 2022.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 6, 2022
APPROVED: September 6, 2022

Draft

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: September 6, 2022

Item: Proposal Award – Asset Management System

Staff Recommendation: A motion to adopt a Resolution authorizing the Interim City Manager to execute a Sales Agreement and Software License Agreement for a five year term with Novotx LLC for the implementation and annual fees of an Asset Management System in the amounts proposed, allowing for a 10% annual contingency for unforeseen changes

Staff Contact: Michael P. Magnuson, P.E. Director of Public Works and Engineering
Greg Fettes, Director of Information Technology

Background:

Asset Management is the combination of management, financial, economic, engineering, and other practices to manage physical assets and optimize service delivery in the most cost effective manner. Implementation of Asset Management is now a requirement of the American Public Works Association (APWA) accreditation process and regulatory agencies such as the Environmental Protection Agency (EPA) are requiring water and wastewater providers to document they are implementing the principals of Asset Management in their planning and financial decisions. Many municipalities in our region have already implemented Asset Management systems. Asset Management systems can also provide work order functionality and other integrations to improve operational efficiency and tracking of resources.

The City of Crystal Lake has a robust Geographic Information System (GIS) that serves as our database for many of the City's assets (sewer mains, water mains, hydrants, sanitary sewer pumping stations, etc.) Several of the divisions within Public Works also track assets in spreadsheets or in other databases. There is a need for the Department of Public Works and Engineering to implement a Department-wide system to allow us to take the next step in Asset Management and assist us in further optimizing our service delivery. The Asset Management system will also provide for work flow and resource tracking (work orders and improved inventory control) and will interface directly with our GIS system to avoid having to create a new and separate database of assets. Public Works is also legally required to respond to the JULIE system requests to locate our underground utilities for construction and excavation. These requests come to Public Works from JULIE via an e-mail account that has to be monitored by staff. Many Asset Management system providers provide an interface with JULIE systems to automatically generate work orders for utility locates. This would save time and improve tracking.

City staff researched various systems and providers and developed a Request for Proposals (RFP) that was issued in 2021. Staff received 11 proposals. Of the 11 proposals received, only 9 were considered responsive in that they meet the requirements of the RFP and submitted a full proposal. An important requirement of the RFP evaluation process was whether the vendor's software addressed the City's needs "off the shelf" or require custom software programming. "Off the shelf" software systems are more desirable as they are updated as the vendor regularly updates their software at no cost to the user as opposed to having to pay a vendor to update a custom programmed system. Of the 9 submitted proposals, only six (6) vendors required three or less custom software programming applications to meet the City's needs. The proposals were reviewed for both initial and costs for the next five years.

Vendor	Required No. of Custom Software Applications	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Total
Novotx, LLC (Elements XS) √	0	$121,500.00	$39,380.00	$39,776.90	$40,191.48	$40,624.57	**$281,472.95**
DTS (VUEWorks)	1	$236,000.00	$32,500.00	$32,500.00	$32,500.00	$32,500.00	**$366,000.00**
Cartegraph	1	$124,939.27	$68,101.08	$70,144.11	$72,248.47	$74,415.88	**$409,848.81**
Intelligent Technology Solutions, LLC (IBM Maximo)	0	$228,739.00	$74,707.00	$76,525.00	$78,388.00	$80,298.00	**$538,657.00**
Timmons (Cityworks)*	5	$456,220.00	$51,180.00	$61,325.00	$61,470.00	$61,620.00	**$691,815.00**
Accrete (Carl Source)	3	$722,000.00	$251,000.00	$211,000.00	$211,000.00	$211,000.00	**$1,606,000.00**

√ Lowest responsive and responsible proposer

*Additional annual increase in years 4 and 5 to be based on Consumer Price Index (CPI)

The lowest responsive and responsible proposer, Novotx, LLC and its ElementsXS software was further vetted by the City's Information Technology (IT) Director and by the City's GIS consultant, Baxter and Woodman. The Software License and Sales Agreement were also reviewed by legal counsel. The software will be cloud-based and not require an investment in IT infrastructure.

Recommendation

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

Not only is Novotx LLC's ElementsXS the least costly option, but staff is confident their platform will increase efficiencies and improve operations in the Public Works and Engineering Department. This software can also be used for managing assets and work orders at the Three Oaks Recreation Area. The first year's cost (12 months) will total $121,500.00 Fiscal Year 2022/23 contains adequate funding for the system.

Votes Required to Pass:

Simple majority.

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE continually strives to improve delivery of Public Works related services to its citizens; and

WHEREAS implementation of an Asset Management System is a proven methodology to improve efficiencies and allocation of resources; and

WHEREAS proposals for an Asset Management System were publically solicited and reviewed resulting in a determination that Novotx LLC offered a proposal that is the most advantageous to the CITY;

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

BE IT FURTHER RESOLVED that the Interim City Manager is authorized to execute a Sales Agreement and Software License Agreement with Novotx, LLC for a period of five years in the total amount of $281,472.95; and

BE IT FURTHER RESOLVED that the Interim City Manager is authorized to approve warranted changes orders for up to ten percent (10%) of the agreement value and to approve warranted time extensions.

DATED this 6th day of September, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
MAYOR HAIG HALEBLIAN

Draft

SEAL

ATTEST

_____

CITY CLERK NICK KACHIROUBAS

PASSED: September 6, 2022
APPROVED: September 6, 2022

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