CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
December 20, 2022
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – December 6, 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. **Resolution supporting the application for a T-Mobile Hometown Grant for the Downtown Crystal Lake Public Gathering Spaces Project**
   b. **Approval of an Intergovernmental Agreement Amendment between the State of Illinois/Department of Natural Resources and the City of Crystal Lake for the City of Crystal Lake Flood Hazard Mitigation Project for the Pine Street/Oriole Trail/Crystal Lake Avenue Stormwater Project**
   c. **MABAS Updated Master Agreement and Authorizing Ordinance**
   d. **Liquor License Ordinance Amendment**
   e. **Lease Agreement with Lou Street Lockup**
   f. **City Code Amendment to the City Code Section 11-9 Foreign Fire Insurance Board**
   g. **Special Service Area Number 47 Tax Levy**
   h. **General Obligation Bonds, Series 2012 Abatement**
   i. **General Obligation Bonds, Series 2013A Abatement**
   j. **General Obligation Bond, Series 2019 Abatement**
   k. **General Obligation Bond, Series 2022 Abatement**

10. **City Code Amendment to Increase the Number of Class 9 Liquor Licenses – Applicant: Beesy Bar, Inc. d/b/a Beesy Bar, located at 230 W. Virginia Street, Unit 820 A**

11. **City Code Amendment to Increase the Number of Class 9 Liquor Licenses – Applicant: Royal Pho, Inc. d/b/a Pho Royal, located at 230 W. Virginia Street, Unit 830**

12. 6119 Northwest Highway, Belle Tire - Final PUD Amendment to allow a new Auto Repair, Minor use for a tire store with a variation to the required setback for a parking lot and monument sign and Special Use Permit to allow parking in a different zoning district

13. Congress Parkway Roundabouts Grant of Easement Agreement

14. Bid Award – Salt for Water Treatment

15. Amendment to the Master Purchase and Sale Agreement for the Crystal Lake Depot Train Station and Surrounding Property at 70-88 E. Woodstock Street

16. Property Tax Levy Ordinance/Truth in Taxation Public Hearing

17. Council Inquiries and Requests

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

19. Reconvene to Regular Session

20. Adjourn

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: Resolution supporting the application for a T-Mobile Hometown Grant for the Downtown Crystal Lake Public Gathering Spaces Project

Staff Recommendation: Motion to adopt a Resolution supporting the application for T-Mobile Hometown Grant funding for the Downtown Crystal Lake Public Gathering Spaces Project.

Staff Contact: Kathryn Cowlin, Director of Community Development

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Background:
The Fiscal Year 2022/2023 budget includes professional services for planning projects. The Downtown Public Gathering Spaces project received positive support to continue to explore opportunities for enhancements in Downtown. Four conceptual plans were drafted by Teska Associates and presented to the City Council for spaces in the Downtown Crystal Lake District that could benefit from enhancements to encourage greater pedestrian-friendly streetscape and public gatherings.

This project will promote economic development by making the district more inviting and follow goals set by the 2030 Comprehensive Plan and the Strategic Action Plan for Downtown Crystal Lake and Pingree Metra Stations.

City staff is always looking for grant opportunities to fund projects. The T-Mobile Grant program is an opportunity to obtain funding for projects which will bring communities together and revitalize downtowns. The Downtown Crystal Lake Public Gathering Spaces project meets the application requirements of this grant. A resolution of support would accompany the grant application submittal.

The City is requesting the maximum award of $50,000 to cover the costs of completing the next phases of the project.

Votes Required to Pass: Simple majority vote.

Res. R-

RESOLUTION

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

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

WHEREAS, the CITY is desirous of obtaining a T-Mobile Hometown Grant to fund a portion of project planning costs at $50,000;

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

BE IT FURTHER RESOLVED that the Mayor and City Council support the Downtown Crystal Lake Public Gathering Spaces Project and support all efforts in including this project in the T-Mobile Hometown Grant Program; and

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

Draft

DATED this 20th day of December 2022.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022
APPROVED: December 20, 2022

Draft

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: Approval of an Intergovernmental Agreement Amendment between the State of Illinois/Department of Natural Resources and the City of Crystal Lake for the City of Crystal Lake Flood Hazard Mitigation Project for the Pine Street/Oriole Trail/Crystal Lake Avenue Stormwater Project

Staff Recommendation: Motion to adopt a Resolution authorizing the Mayor to execute Amendment Number One for the Intergovernmental Agreement with the State of Illinois/Department of Natural Resources for the City of Crystal Lake Flood Hazard Mitigation Project for the for the Pine Street/Oriole Trail/Crystal Lake Avenue Stormwater Project.

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

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Background:

The City's Stormwater Solutions initiative identified the need to acquire homes in the Pine Street/Oriole Trail/Crystal Lake Avenue area that experienced repetitive flooding in homes, sheds and yards. This low pocketed area has no natural outlet and the area is fully developed (no vacant land). A traditional storm sewer solution is not feasible. Through the Illinois Department of Natural Resources, Office of Water Resources (IDNR/OWR) Flood Mitigation Program, the City received a $1,268,803 grant to fund the voluntary acquisition and demolition of five residences. The work also included the removal of fill material associated with the homes and restoration with native plantings and turf grass. This work is complete.

The City entered into an intergovernmental agreement with IDNR/OWR for the grant award on February 13, 2020. Per the agreement, the project must be completed by June 30, 2021. An amendment to the agreement was approved by City Council on June 15, 2021 to extend the completion date to June 30, 2022. The City completed the project prior to June 30, 2022. However, the IDNR/OWR is now requesting that the amendment extend the project completion date to June 30, 2023 to facilitate processing and close out of the project at the State level. All other terms of the agreement remain the same.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE identified the need to reduce the impacts of repetitive flooding occurring in the Pine Street/Oriole Trail/Crystal Lake Avenue area; and

WHEREAS the CITY received a $1,268,803 grant from the State of Illinois/ Department of Natural Resources to fund the acquisition and demolition of the five homes along with grading and restoration of the properties; and

WHEREAS the CITY entered into an intergovernmental agreement with the State of Illinois/ Department of Natural Resources on February 13, 2020 and approved an amendment to the agreement on June 15, 2021 extending the completion date to June 30, 2022; and

WHEREAS the State of Illinois/Department of Natural Resources has requested a revised amendment to the agreement extending the completion date to June 30, 2023;

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 Mayor is authorized to execute Amendment Number One to the Intergovernmental Agreement with the State of Illinois/Department of Natural Resources (IDNR) for the City of Crystal Lake Flood Hazard Mitigation Project for the Pine Street/Oriole Trail/Crystal Lake Avenue Stormwater Project extending the completion date to June 30, 2023.

DATED this 20th day of December, 2022.

Draft

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____

Haig Haleblian, MAYOR

SEAL

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022

APPROVED: December 20, 2022

Draft

AMENDMENT NUMBER ONE
to an
AGREEMENT
between
CITY OF CRYSTAL LAKE
and the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
for the
CITY OF CRYSTAL LAKE FLOOD HAZARD MITIGATION PROJECT

Contract Number OWR-382

THIS AMENDMENT NUMBER ONE is made among CITY OF CRYSTAL LAKE, Illinois (hereinafter referred to as the "CITY") and the Department of Natural Resources/Office of Water Resources, (hereinafter referred to as the "**DEPARTMENT**") acting for and on behalf of the State of Illinois.

WHEREAS, the DEPARTMENT, and the CITY, entered into an agreement, hereinafter referred to as the "**AGREEMENT**", effective February 13, 2020, covering the DEPARTMENT'S participation in the City of Crystal Lake Flood Hazard Mitigation Project, hereinafter referred to as the "**PROJECT**"; and

WHEREAS, the Illinois General Assembly has appropriated funds to the DEPARTMENT for the PROJECT under Public Act 98-0675, Article 8, Section 10 for expenditure by the Office of Water Resources for statewide flood hazard mitigation projects; and

WHEREAS, it is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State; and

WHEREAS, the CITY requested an extension to the PROJECT because they were unable to complete the scope of work by the time specified in the AGREEMENT and requested an extension of the termination date of the original AGREEMENT to allow adequate time to complete the PROJECT; and

WHEREAS, the DEPARTMENT has determined that 1) The circumstances that necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, 2) The change is germane to the original contract as signed, and 3) The circumstances that necessitate the change in performance are in the best interest of the unit of State or local government and authorized by law.

WHEREAS, the DEPARTMENT has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act", 30 ILCS 105/9.02; and

NOW THEREFORE, for and in consideration of these premises, the parties hereto agree to the following modifications therein:

1. On page 2 of the AGREEMENT, under Item A.4. the first sentence which reads "The DEPARTMENT's funding obligation of $1,268,803 will expire upon completion of the work covered hereunder or June 30, 2021, whichever occurs first" should be changed to "The DEPARTMENT's funding obligation of $1,268,803 will expire upon completion of the work covered hereunder or June 30, 2023, whichever occurs first."

2. All other covenants under terms of the February 13, 2020 AGREEMENT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AMENDMENT NUMBER ONE to the AGREEMENT for the CITY OF CRYSTAL LAKE FLOOD HAZARD MITIGATION PROJECT on behalf of their respective bodies, and that the effective date of this AMENDMENT NUMBER ONE is the date approved and executed by the Director of the DEPARTMENT.

STATE OF ILLINOIS

RECOMMENDED:

Loren Wobig, Director
Office of Water Resources

Date: _____

APPROVED:

Colleen Callahan, Director
Department of Natural Resources

Date: _____

APPROVED:

Renee Snow, Legal Counsel

Date: _____

APPROVED:

Meta Darnell, Chief Fiscal Officer

Date: _____

APPROVED FOR EXECUTION
Date: 11/30/22
Legal Counsel: Rebecca S. Mead

City of Crystal Lake

ATTEST:

[redacted]
Nick Kachiroubas, City Clerk

Date: _____

APPROVED:

[redacted]
Haig Haleblian, Mayor

Date: _____

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: MABAS Updated Master Agreement and Authorizing Ordinance

Staff Recommendation: Motion to adopt an Ordinance authorizing the City Manager to execute an updated Master Agreement with the Mutual Aid Box Alarm System (MABAS-IL) for disaster mobilizations.

Staff Contact: Paul DeRaedt, Fire Rescue Chief

Background:

The Fire Rescue Department has been a member of the Mutual Aid Box Alarm System (MABAS) since the 1970's. During that time, there were approximately 200 fire departments that were MABAS members. MABAS is an organization that provides a common method for requesting and receiving mutual aid from other member agencies. Crystal Lake is a member of MABAS Division 5 which is made up of all McHenry County fire departments. MABAS has over 2,600 agencies as members and is active in 6 states. MABAS is recognized as a deployable asset of the State of Illinois in the event of a disaster.

In 2011, MABAS sponsored an initiative known as the Mid-America Mutual Aid Compact (MAMA-C) to draft updated legislation in MABAS states to improve legal provisions for inter-state mutual aid. In 2014, MABAS amended their master agreement (section 5) for all agencies to comply with federal regulations for reimbursement in the event of a disaster deployment. Then in 2019, work began to update the MABAS master agreement to create a single agreement that could be adopted in all states, by all member units, without modification. In June 2022, MABAS adopted the updated master agreement.

A summary of the changes to the agreement addresses the following:

- Disaster response reimbursement
- Ownership of real property, apparatus, and equipment
- Daily intrastate/interstate mutual aid and automatic aid
- Multi-department training activities
- Definition/limitation of member units

    - Federal government and private fire departments
    - Non-governmental organizations
- Improved reimbursement language for FEMA and disaster responses, spiller pays, technical rescue, and similar events.
- Improved liability and indemnification language

This updated master agreement will further protect the City in case of disaster within our community or if our Fire Rescue units are deployed to another community to render aid. The City's legal counsel has reviewed the agreement.

Recommendation:
Approve a motion to direct the City Manager to execute an updated master agreement with the Mutual Aid Box Alarm System.

Votes Required to Pass:
Simple majority

Ordinance No.: _____
File No.: ___

ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and,

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and,

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and,

Draft

WHEREAS, the Constitution of the State of Illinois, 1970, Article Vll, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 Il-CS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and,

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 Il-CS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Mayor and City Council of the City of Crystal Lake have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is

Draft

hereby approved, and the Mayor and the City Clerk be and are hereby authorized and directed to execute and attest the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

DATED this 20th day of December, 2022

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022
APPROVED: December 20, 2022

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Draft

STATE OF ILLINOIS
COUNTY OF McHENRY

SECRETARY/CLERK'S CERTIFICATE

I, Nick Kachiroubas, the duly qualified Clerk of the City of Crystal Lake, McHenry County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM

(MABAS MASTER AGREEMENT 2022)

which Ordinance was duly adopted by said Council at a meeting held on the 20th day of December 2022.

I do further certify that a quorum of said Council was present at said meeting, and that the Council complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of December, 2022.

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Draft

MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
233 W. Hintz Road
Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

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630-327-2661
davids@mabas-il.org

1st VICE PRESIDENT
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TREASURER/COMPTROLLER
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Bedford Park Fire Department
6820 South Archer Road
Bedford Park, IL 60501
708-563-4510 ext 103
smaloy@mabas-il.org

CHIEF EXECUTIVE OFFICER
Glenn Ericksen, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
847-403-0506
ericksen@mabas-il.org

ALL DIVISONS NOTICE

At the October 19, 2022 MABAS Executive Board meeting in Peoria the new Mutual Aid Box Alarm System Master Agreement was approved by a unanimous vote. What this now means is that all MABAS member agencies must have the new Agreement approved and signed by the members authorizing board no later than 12:01 a.m. Central Standard Time on January 1,2024.

In order to accomplish this task, each MABAS Divisional Executive Board will be provided copies of the new MABAS Master Agreement along with Resolution or Ordinance authorization forms. It will be the responsibility of each MABAS Division's Executive Board to forward these documents to each of their member agencies for approval.

Copies of the documents will be available to download on the MABAS website www.MABAS-il.org.

Required to be submitted,

- Signed copy of the MABAS Master Agreement
- Signed copy of the Authorizing Resolution or
- Signed copy of the Authorizing Ordinance
- The preferred method of delivery would be email to agreements@mabas-il.org

Documents can also be mailed using the address of;
MABAS
233 West Hintz Road
Wheeling, IL 60090
ATTN: Bernie Lyons

Remember, it is critical that MABAS Headquarters receive each set of signed documents from MABAS members **no later 12:01 CST on January 1, 2024**. Please contact your local MABAS Operations Branch Chief should you have any questions.

The MABAS Leadership Board appreciates everyone's efforts in accomplishing this important and necessary task.

Thank you.

Don Davids, MABAS President Glenn Ericksen, MABAS CEO



MUTUAL AID BOX ALARM SYSTEM
MASTER AGREEMENT

As Approved by the MABAS Executive Board:
October 19, 2022

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.

2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
   A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
   B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
   C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
   D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
   E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
   F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

G. **"Chapter President"** means a person elected as the President of each state Chapter;

H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.

I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.

J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.

K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.

L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.

M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.

N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.

O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

P. "**Incident Command System**" means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

Q. "**MABAS**" means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.

R. "**Mutual Aid**" is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.

S. "**Requesting Unit**" means any Unit requesting assistance of another Unit under this Agreement.

T. "**Serious Threats to Public Health and Safety**" means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.

U. "**Training**" means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.

V. "**Unit**" (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: $1,000,000 combined single limit
General Liability: $1,000,000 per occurrence
Emergency Medical Service Professional Liability: $1,000,000 per occurrence
Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.

B. Binding Effect. This Agreement shall be binding upon and Inure to the benefit of any successor entity which may assume the obligations of any Party hereto.

C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. Recitals. The Recitals shall be considered an integral part of this Agreement.

G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.

I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.

J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____ _____, (Unit) this ___ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By:_____

Title:_____

Attest:_____

Title:_____

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: Liquor License Ordinance Amendment

Staff Recommendation: Motion to adopt an Ordinance allowing for all retail liquor license holders to temporarily make carry-out, curbside delivery and/or home residential deliveries in the original package, of such alcoholic liquor, beer or wine as they may be otherwise authorized to sell in accordance with the license issued to such licensees, until December 31, 2023.

Staff Contact: Melanie Nebel, Executive Assistant

Background:

In response to the hardships faced by restaurants and bars as a result of the COVID-19 pandemic, the City Council and the City's Liquor Control Commissioner previously approved certain temporary authorizations to allow for the expansion of the authority for delivery of alcoholic liquor consistent with the Governor's Disaster Proclamations and Executive Orders due to the COVID-19 Pandemic.

On March 21, 2020, the City's Liquor Control Commissioner issued an authorization which adopted the position taken by the Illinois Liquor Control Commission and allowed delivery and take-out of packaged alcoholic liquor for *all restaurant and bar liquor license holders*, notwithstanding any license restriction which only allowed for on-premises consumption.

In June 2021, the Mayor and City Council adopted an Ordinance allowing for all retail liquor license holders to temporarily make carry-out, curbside delivery and/or home residential deliveries in the original package, of such alcoholic liquor, beer or wine as they may be otherwise authorized to sell in accordance with the license issued to such licensees, until December 31, 2021. Last year, this approval was extended through December 31, 2022.

In order to prevent any adverse impact on the City's restaurant and bar establishments that wish to continue carry-out, curb-side delivery and/or residential deliveries of alcoholic liquor in the original package, it is proposed that the City extend this authorization until December 31, 2023. If City liquor license holders wish to deliver beyond December 31, 2023, and do not have a license that includes the sale of packaged alcoholic liquor, they will be required to move to a liquor license category that allows this type of sale.

Votes Required to Pass:

Simple majority

Ordinance #:
File #:

ORDINANCE TO ALLOW FOR ALL LIQUOR LICENSE HOLDERS TO TEMPORARILY MAKE CARRY-OUT, CURBSIDE DELIVERY AND/OR OR HOME RESIDENTIAL DELIVERIES IN THE ORIGINAL PACKAGE, OF SUCH ALCOHOLIC LIQUOR, BEER OR WINE AS THEY MAY BE OTHERWISE AUTHORIZED TO SELL IN ACCORDANCE WITH THE LICENSES ISSUED TO SUCH LICENSEES

Draft

WHEREAS, pursuant to Executive Order 20-03, Illinois Governor JB Pritzker issued an Executive Order declaring all counties within the State of Illinois a disaster area in order to address the spread of COVID-19; and

WHEREAS, subsequent Executive Orders of the Governor placed restrictions upon businesses that offer on-premises consumption of food or beverages but encouraged such businesses to serve food and beverages for consumption off-premises through curb-side pick-up or delivery; and

WHEREAS, in conjunction with the Executive Orders of the Governor and in recognition of the difficulties experienced by the restaurants and bars and other retail sellers of alcoholic liquor throughout the State, the Illinois Liquor Control Commission ("ILCC"), on March 19, 2020, issued its Guidance authorizing all retail licensees, including on-premises only licensees, to make curb-side and home residential deliveries, of alcoholic liquor in the original packages, subject to the approval of local liquor commissions; and

WHEREAS, on March 21, 2020, an "Authorization by the Liquor Commissioner of the City of Crystal Lake Allowing for the Delivery of Alcoholic Liquor in the Original Package" was issued; and

WHEREAS, on June 1, 2021, the Mayor and City Council enacted Ordinance #7716, which further affirmed the authority of all liquor license holders to temporarily make carry-out

curbside delivery and/or home residential delivery of such alcoholic liquor beer or wine as they may be otherwise authorized to sell in accordance with the license issued to such licensees; and

WHEREAS, the extension of temporary authorization approved by Ordinance #7716 is scheduled to expire on December 31, 2022; and

WHEREAS, on April 2, 2021 the Illinois legislature adopted PA 101-0668, which provided further regulations pertaining to the delivery of alcoholic liquor by licensed retailers (the "Delivery Statute"). The Delivery Statute will become effective on January 1, 2022;

WHEREAS, the Mayor and City Council desire to enact an ordinance which will extend the temporary authorization set forth in Ordinance #7716 through December 31, 2023.

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. Temporary Authorization for Delivery of Alcoholic Liquor in the Original Package

1) Holders of retail alcoholic liquor licenses issued by the City of Crystal Lake are temporarily authorized to make carry-out, curb-side delivery and/or home residential deliveries, in the original package, of such alcoholic liquor, beer or wine as they may be otherwise authorized to sell in accordance with the license issued to such licensee. Such sales and deliveries shall only be made to persons who are at least twenty-one (21) years of age and shall comply with the Illinois Liquor Control Act.
2) This authorization provided by this Section 2 shall apply to all retail licensees, notwithstanding any limitation within such license restricting sales to on-premises consumption only.
3) This temporary delivery authorization shall expire on December 31, 2023.

SECTION THREE 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 20th day of December, 2022

Draft

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022
APPROVED: December 20, 2022

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Draft

Agenda Item No: 9e

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: Lease Agreement with Lou Street Lockup

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a six-month lease agreement with Lou Street Lockup for the use of the property at 6210 Lou Street, at a rate of $2,000 per month.

Staff Contact: Jim Black, Chief of Police
Eric T. Helm, City Manager

Background:

The City's Police Department utilizes off-site storage for vehicles and equipment that have been impounded and are required to be stored. Since 2007, the City has utilized Lou Street Lockup, located at 6210 Lou Street, for this purpose. The facility currently meets the City's storage needs and the monthly rent of $2,000 has not increased since 2007. The current owner has notified the City that they are looking to sell the property. A six-month lease ending on January 18, 2023 was previously approved by the City Council. The owner has not yet sold the property and is agreeable to extend the lease for another six months. The Police Department is currently researching options for future storage if the facility cannot be secured beyond July 19, 2023.

There is no change to the "Industrial Building Lease" language that was previously reviewed and approved by City legal counsel.

Votes Required to Pass:

Simple majority

Res.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute a six (6) month lease agreement with Lou Street Lockup in the form attached hereto as Exhibit A for the use of the property at 6210 Lou Street, Suite 1 at a rate of $2,000 per month.

DATED this 20th day of December 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022
APPROVED: December 20, 2022

Draft

Exhibit A
Lou Street Lockup Industrial Building Lease

Draft

INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF LEASE BEGINNING	 ENDING
January 19, 2023	January 19, 2023	July 19, 2023
MONTHLY RENT - $2,000.00		
PREMISES: 6210 Lou Street, Suite 1, Crystal Lake, Illinois 60014		
PURPOSE		
Storage of City vehicles and equipment and vehicles and equipment that have been impounded and are required to be stored by the City of Crystal Lake		

LESSEE

Name: City of Crystal Lake
Address: 100 W. Woodstock Street
City: Crystal Lake, IL 60014

LESSOR

Name: Lou Street Lockup
Address: P.O. Box 551
City: Crystal Lake, IL 60039-0551

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In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this Lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. CONDITION AND UPKEEP OF PREMISES. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this Lease that are not herein expressed; Lessee will keep the Premises, including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this Lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

3. LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT. Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other hereinbefore specified, and will not load floors with machinery or goods beyond the floor load

rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this Lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in Premises acquired through this Lease, and will not permit Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

4. MECHANIC'S LIEN. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

5. INDEMNITY FOR ACCIDENTS. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense arising out of any accident or occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any such claims and against and from any such loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provision hereof.

6. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts of neglect of any owners or occupants of adjacent or contiguous property.

7. KEEP PREMISES IN REPAIR. Lessor shall not be obliged to incur any expense for repairing any of Lessee's improvements upon said demised premises or connected therewith, and the Lessee, at his own expense, will keep all such improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep such improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may, but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

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8. ACCESS TO PREMISES. Lessee will allow Lessor access to the Premises only when accompanied by a representative of the City for the purpose of examining or exhibiting the same, or to make any repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice for "For Sale" and "To Rent", and will not interfere with the same.

9. ABANDONMENT AND RELETTING. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiencies monthly during the remaining period of this Lease.

10. EXTRA FIRE HAZARD. There shall not be allowed, kept or used on the Premises any flammable or explosive liquids or materials save such as may be necessary for use in the business of the lessee, and in such case, any such substances shall be delivered and stored in amount, and use, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

11. DEFAULT BY LESSEE. If default is made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may, at any time thereafter at his election, declare said term ended and re-enter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

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12. NO RENT DEDUCTION OR SET OFF. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

13. RENT AFTER NOTICE OR SUIT. It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

14. PAYMENT OF COSTS. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease.

15. RIGHTS CUMULATIVE. The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

16. FIRE AND CASUALTY. In case the Premises shall be rendered un-tenantable during the term of this Lease by fire or other casualty, Lessor, at its option, may terminate the Lease or

repair the Premises within sixty (60) days thereafter. If Lessor elects to repair, this Lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this Lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.

17. SUBORDINATION. This Lease is subordinate to all mortgages which may now or hereafter affect the Premises.

18. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease, and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

19. SEVERABILITY. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease. If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.

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LESSEE:	LESSOR:
CITY OF CRYSTAL LAKE	LOU STREET LOCKUP
By: _____	By: _____
Printed Name: Eric T. Helm	Printed Name: _____

Agenda Item No: 9f

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: City Code Amendment to City Code Section 11-9 Foreign Fire Insurance Board

Staff Recommendation: Motion to adopt an Ordinance amending section 11-9 making changes to the City's Foreign Fire Insurance Board.

Staff Contact: Eric T. Helm, City Manager
Victor Filippini, City Special Legal Counsel

Background:

In May 2022, the Illinois General Assembly approved P.A. 102-740 amending provisions of the Foreign Fire Insurance Law in the Illinois Municipal Code. The Foreign Fire Insurance Law authorizes the collection of fees from insurance providers with headquarters located outside of the State of Illinois. Traditionally the fees have been devoted to purchases for the "maintenance, use, and benefit of the fire department."

City Code section 11-9 provides for the establishment of the local Foreign Fire Insurance Board (FFIB). Due to the recent change in State law, City Staff and City Special Legal Counsel are recommending changes to City Code section 11-9 to comply with the new State law. Listed below are some key elements of the P.A. 102-740 that impact the proposed City Code change:

New Law	Previous Law
Foreign Fire Insurance (FFI) companies will be charged a statewide license fee of 2%.	Foreign Fire insurance companies were charged an amount not to exceed 2% through a local tax/fee. (The current City Code sets the tax at 0%.)
The collection of revenue from insurance companies is the responsibility of the *Statutory FFIB*	The collection of revenue from insurance companies is the responsibility of the *municipality*.
FFIB exists by virtue of State Law	FFIB exists based on local ordinance.
Broadens use of FFI revenue to include contracting of services (legal, accounting, etc.).	FFI revenue can only be used for "maintenance, use and benefit of the fire department."

FFI revenue *is not consid*ered part of annual municipal audit. No clear standards for the scope of an audit or its frequency.	FFI revenue *to be included* part of annual municipal audit.
If challenges to expenditure of FFI revenues are lodged, they must be resolved through binding arbitration under agreement established by Statutory FFIB.	Municipalities are authorized to verify that the FFI revenues have been expended lawfully including, if necessary, through a court proceeding.

Since State law preempts the City's home rule status, the FFIB will no longer be created or governed by the City Code as of January 1, 2023. In order to reflect these changes, the proposed City Code amendment includes the following changes:

- The proposed City Code revision retains the current City Code provisions elaborating on expenditures that are for the "maintenance, use and benefit of the fire department" (Subsection (a)). The purpose of retaining this language is to set forth City policies to provide guidance regarding appropriate expenditures for the "maintenance, use and benefit of the fire department."

- City shall transfer existing FFI revenues to the FFIB treasurer (Subsection (b)). Under the new State Law, new FFI revenues will be transferred directly from the State to the FFIB and the City will have no responsibility for the accounting or transfer of the funds.

- Dissolution of the "City" FFIB and replacement with a "Statutory" FFIB. The City also disclaims responsibility for the statutory FFIB.

Votes Required to Pass:

Simple majority

Ord. No. _____
File No. _____

The City of Crystal Lake, Illinois

AN ORDINANCE FURTHER AMENDING SECTION 11-9 OF THE CITY CODE OF THE CITY OF CRYSTAL LAKE

WHEREAS, Article 11, Division 10 of the Illinois Municipal Code, 65 ILCS 5/11-10-1 et seq. (the "***FFI Law***"), (i) authorizes the City to impose a foreign fire insurance tax at a rate not in excess of two percent (2%), (ii) regulates the collection and management of foreign fire insurance taxes, and (iii) provides for the establishment of a Foreign Fire Insurance Board (the "***FFI Board***") to manage such funds; and

WHEREAS, Section 11-9 of the City Code of Crystal Lake (the "***City Code***") provides for the establishment of the FFI Board and other matters relating to the FFI Law; and

WHEREAS, the General Assembly enacted P.A. 102-740, effective January 1, 2023, which substantially changed the FFI Law; and

WHEREAS, P.A. 102-740 includes a home rule pre-emption provision; and

WHEREAS, in order to comply with P.A. 102-740, the City Council has determined that it is necessary, appropriate, and in the best interests of the City and its residents to amend Section 11-9 of the City Code as hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, as follows:

Section One: Recitals. The foregoing recitals are incorporated herein as findings of the Mayor and City Council.

Section Two: Amendment. Section 11-9 of the City Code of the City of Crystal Lake is

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hereby amended in its entirety, so that said Section shall hereafter be and read as follows:

Section 11-9: Foreign Fire Insurance Tax Board.

(a) **Recognized Uses of Foreign Fire Insurance License Fee Moneys**.

~~1. Imposition of Tax. Pursuant to Section 11-10-1 of the Illinois Municipal Code, 65 ILCS 5/11-10-1, the City hereby sets the rate of the foreign fire insurance tax as 0.00% to be imposed upon every corporation, company, and association which is not incorporated under the laws of the State of Illinois and which is engaged in effecting fire insurance within the corporate limits of the City a based upon the gross receipts received from fire insurance upon property situated within the corporate limits of the City (the "*FFI Tax*").~~

~~2~~. ~~Purpose of Tax.~~ **Pursuant to Section 11-10-1 of the Illinois Municipal Code, 65 ILCS 5/11-10-1, the Illinois General Assembly has imposed a 2% license fee upon every corporation, company, and association which is not incorporated under the laws of the State of Illinois and which is engaged in effecting fire insurance within the corporate limits of the City a based upon the gross receipts received from fire insurance upon property situated within the corporate limits of the City (the "*FFI License Fee*").** The FFI **License Fee** ~~Tax~~ is imposed for the ~~exclusive~~ purpose of providing for the maintenance, use, and benefit of the Fire Rescue Department of the City (the "***Department***"). For purposes of this Section 11-9, an expenditure of FFI ~~Tax~~ **License Fee** moneys shall be deemed to be for "the maintenance, use, and benefit of the fire department" only if used for:

~~A~~**1**. The acquisition or maintenance of firefighting equipment under the control of and on the premises of the Department;

2~~b~~. The acquisition or maintenance of training or conditioning equipment under the control of and on the premises of the Department to be used by firefighters of the Department;

3~~c~~. The acquisition or maintenance of equipment of the fire house under the control of and on the premises of the Department for the general benefit of firefighters;

4~~d~~. The payment of training or certification fees for the Department or its sworn members (but only to the extent such training or certification is expressly authorized by the

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Chief of the Department);

~~e. The cost for any bond required pursuant to this Section 11-9;~~

~~f. Costs of collection by the City of FFI Taxes or any audit of the FFI Tax fund by the City; and~~

~~g~~ **5**. Such other expenditures authorized by the **Statutory FFIB** ~~Board~~ (as hereinafter defined) and approved by resolution of the City Council;

(the foregoing hereinafter being referred to as an "***Authorized Expenditure***"). ~~No Authorized Expenditure shall be for the benefit of any individual. FFI Tax moneys shall not be expended except for Authorized Expenditures approved by the Board in accordance with this Section 11-9.~~

(b) Tax Fund. ~~Unless otherwise expressly provided pursuant to a resolution of the City Council, a City of Crystal Lake "FFI Tax Fund" is hereby created, and all revenue received by the City and appropriated to the Board's Treasurer from the FFI Tax shall be deposited in the FFI Tax Fund and shall be held and expended in accordance with this Section 11-9, as well as the City procurement policies.~~ **To the extent that the City has on hand any moneys as of January 1, 2023 that had been designated for use of the Board (as hereinafter defined), the City Treasurer shall promptly cause such moneys to be delivered to the treasurer of the Statutory FFIB following receipt of a resolution adopted by the Statutory FFIB identifying such treasurer.**

(c) Foreign Fire Insurance Tax Board. The City of Crystal Lake Foreign Fire Insurance Tax Board (hereinafter the "***Board***") **as previously established by this Section 11-9 is hereby dissolved. The City hereby recognizes the foreign fire insurance board duly organized by and among the sworn members of the fire department of the City pursuant to 65 ILCS 5/11-10-2(a) (the "*Statutory FFIB*") as the successor to the Board.** ~~is hereby created to oversee the lawful expenditure of FFI Tax moneys.~~ **The City disclaims any responsibilities (including oversight) relating to the actions of the Statutory FFIB.**

~~1. The Board shall consist of seven Trustees: the Chief of the Department, who shall hold office by virtue of rank, and six members, who shall be elected at large each December on even-numbered years by the members of the Department. Each Trustee shall serve a term of two years or until his or her successor is duly elected and qualified. If there is an insufficient number of candidates~~

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to fill all these positions, the Board may operate with fewer than seven members, but not to fewer than four Trustees. Any vacancy that may occur shall be filled for the balance of the unexpired term by a special election called by the remaining members of the Board.

2. The members of the Board shall annually elect officers; from these officers shall be selected a Chair and a Treasurer. The Board may elect a Vice-Chair and Secretary.

3. The Trustees of the Board shall be authorized to make rules with respect to Board procedures and the management of the FFI Tax money appropriated to the Board; provided, however, that such rules shall not be inconsistent with the provisions of this Section 11-9.

(d) Procedure for use and accounting of tax fund.

1. If the FFI Tax moneys are held in the FFI Tax Fund, the City Director of Finance shall provide the Treasurer of the Board a monthly accounting of receipts and expenditures of the fund.

2. If the moneys are held in an independent account pursuant to a resolution of the City Council, the Treasurer of the Board shall provide the Board and the City's Director of Finance with a monthly account of receipts and expenditures of the fund, within 10 days after the close of the previous month.

3. By the 7th of November of each year, the Board's Trustees shall approve a preliminary listing of the planned annual expenditures of the FFI Tax moneys expected to be received, and shall promptly forward same to the City Manager and Director of Finance. Planned annual expenditures shall be limited to Authorized Expenditures as defined in this Section 11-9.

4. The Board's Trustees, no later than the 14th of January of every year, shall adopt a budget of proposed expenditures (for the upcoming fiscal year) of the moneys expected to be received from the FFI Tax, and shall promptly forward same to the City Manager and Director of Finance. The final budget may be amended at any time by a majority of Trustees of the Board, prior to final adoption and consistent with established practice. Expenditures shall be made only for items specifically described in the final version as originally adopted or subsequently amended by the Board, and shall be limited to Authorized Expenditures as defined in this Section 11-9.

5. Any expenditure made from the FFI Tax moneys shall be made in accordance with City ordinances, rules, regulations, purchasing

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guidelines, and practices governing the procurement of goods and services as amended from time to time. In addition, consistent with the authority of the Board and the audit responsibilities of the City, expenditures of moneys from the FFI Tax Fund shall require the co-signatures of the Board's Treasurer and the City's Finance Director in accordance with the requirements of this Section 11-9.

6. The Board's Treasurer shall provide a bond to the City in an amount equal to 1.5 times the average amount of FFI Tax moneys received by the City to ensure the faithful performance by the Treasurer of duties imposed by law and the Board. The bond, the form and content of which shall be approved by the Mayor, shall be conditioned on the faithful performance by the Treasurer of his or her duties, and shall indemnify the City and the FFI Tax Fund for any loss by reason of any neglect of duty or any act of the Treasurer.

7. To the extent allowed by law, the Board's Treasurer shall be responsible for paying the service charge levied by the Illinois Municipal League for the collection of the foreign fire insurance tax from the proceeds of that tax, provided that the service charge has not already been retained by the Illinois Municipal League prior to disbursement of the tax.

8. At no time shall the actions of the Board or its officers interfere with the rights of the Chief of the Department, the composition of the Department, or the Board of Fire and Police Commissioners, or in any way impede the ordinary operation of the Department. The City retains the right to withhold approval of any proposed expenditure of FFI Tax moneys for anything other than Authorized Expenditures approved by the Board.

9. As part of the annual municipal audit, the FFI Tax Fund (or any other account in which FFI Tax moneys are authorized to be deposited) shall be audited to verify the funds have been expended by the Board only for Authorized Expenditures approved by the Board. Unless included in the fees for the general audit of the City's finances, the cost of such audit is the responsibility of the Board payable from the FFI Tax moneys. The Board Treasurer shall cause to be completed an annual financial report of the FFI Tax fund and shall submit the same to the Board for approval. The Board Chair shall submit the financial records of the Board to the City Director of Finance for an annual audit.

(e) Limitation on Debt and Expenditures. Without the express authorization of the City Council, the Board shall not be permitted (1) to incur debt or (2) to enter into any contract or agreement for maintenance of existing equipment or

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~~for new equipment in excess of the unencumbered funds currently on deposit in, and authorized for expenditure from, the FFI Tax Fund at the time of execution of such contract or agreement.~~

~~(f) Open Meetings Act; Procedures. All meetings of the Board shall be held in accordance with the provisions of the Illinois Open Meetings Act, as may be amended from time to time, and the Board shall annually publish its regular meeting schedule, which shall include the location and time of all regular meetings. Meetings will be scheduled per the bylaws of the Board. Special meetings may be called by the Chair or at least three members of the Board. An agenda shall be published for all meetings, and during all such meetings, the Chair shall preside, or, in the absence of the Chair, the Vice Chair or Treasurer shall preside. The Chair of the Board shall cause to be kept a complete record of the proceedings of each meeting of the Board.~~

~~(g) Annual Report. The Board shall, on or before May 31 of each year, make and file with the City Clerk an annual report of the activities of the Board during the prior year ended April 30, including a full and detailed account of all receipts and disbursements made from the FFI Tax Fund during the City's fiscal year ended immediately prior to the filing of such report. The FFI Tax Fund and all records relating thereto shall be subject to and part of the annual audit of the City.~~

Section Three. Effective Date. This Ordinance shall be in full force and effect as of January 1, 2023 and following its passage, approval, and publication in pamphlet form in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED this 20th day of December, 2022.

APPROVED by me this 20th day of December, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

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2022 Ill. Legis. Serv. P.A. 102-740 (S.B. 1571) (WEST)

ILLINOIS 2022 LEGISLATIVE SERVICE

One-Hundred-and-Second General Assembly, 2022

Additions are indicated by **Text**; deletions by ~~Text~~.
Vetoes are indicated by ~~Text~~;
stricken material by ~~**Text**~~.

PUBLIC ACT 102–740
S.B. 1571

AN ACT concerning local government.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Illinois Municipal Code is amended by changing Sections 11–10–1 and 11–10–2 and by adding Sections 11–10–0.01 and 11–10–2.5 as follows:

<< IL ST CH 65 § 5/11–10–0.01 >>

[S.H.A. 65 ILCS 5/11–10–0.01] (65 ILCS 5/11–10–0.01 new)

§ 11–10–0.01. Short title. This Division may be cited as the Foreign Fire Insurance License Fee Act.

<< IL ST CH 65 § 5/11–10–1 >>

[S.H.A. 65 ILCS 5/11–10–1] (65 ILCS 5/11–10–1) (from Ch. 24, par. 11–10–1)

§ 11–10–1. **(a)** In each municipality or fire protection district, whether incorporated under a general or special law, which has a fire department established and maintained by municipal or fire protection district ordinances, every corporation, company, and association which is not incorporated under the laws of this state and which is engaged in effecting fire insurance in the municipality or fire protection district, shall pay to the foreign fire insurance board or to the secretary of the fire protection district for the maintenance, use, and benefit of the fire department thereof, a sum **of** ~~not exceeding~~ 2% of the gross receipts received from fire insurance upon property situated within the municipality or district.

~~Each municipality and fire protection district may prescribe by ordinance the rate of the tax or license fee to be paid, but this rate shall not exceed the rate specified in this section.~~ Each designated corporation, company, and association shall pay **the sum** ~~at the rate~~ so prescribed **by this subsection**, upon the amount of all premiums which have been received during the year ending on every first day of July for all fire insurance effected or agreed to be effected on property situated within the municipality or fire protection district, by that corporation, company, or association respectively.

Every person who acts in any specified municipality or fire protection district as agent, or otherwise, on behalf of a designated corporation, company, or association, shall render to the treasurer of the foreign fire insurance board or secretary

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of the fire protection district, on or before the fifteenth day of July of each year, a full and true account, verified by his oath, of all of the premiums which, during the year ending on the first day of July preceding the report, were received by him, or by any other person for him on behalf of that corporation, company, or association. He shall specify in this report the amounts received for fire insurance, and he shall pay to the treasurer ~~of the foreign fire insurance board,~~ or to the secretary of the fire protection district, **or to the treasurer's or secretary's designee,** at the time of rendering this report, the **sum** ~~amount as determined by the rate~~ fixed **by this subsection** ~~by the ordinance of the municipality or fire protection district for which his corporation, company, or association is accountable under this section and the ordinance~~.

If this account is not rendered on or before the fifteenth day of July of each year, or if the sum due remains unpaid after that day, it shall be unlawful for any corporation, company, or association, so in default, to transact any business in the municipality or fire protection district until the sum due has been fully paid. But this provision shall not relieve any corporation, company, or association from the payment of any loss upon any risk that may be taken in violation of this requirement.

The amount of this ~~tax or~~ license fee may be recovered from the corporation, company, ~~or~~ association**, or any third party** which owes it, or from its agent, by an action **brought by a foreign fire insurance board** ~~in the name and for the use of the municipality~~ or fire protection district ~~as for money had and received~~.

The **foreign fire insurance board** ~~municipal comptroller, if any, and if not, then the municipal clerk~~ or the secretary of the fire protection district, **or the board's or secretary's authorized designee,** may examine the books, records, and other papers and documents of a designated agent, corporation, company, or association for the purpose of verifying the correctness of the report of the amounts received for fire insurance.

This **subsection is** ~~section shall not be~~ applicable to receipts from contracts of marine **fire** insurance~~, even though they include insurance against fire, where the premium for the fire insurance is not separately specified~~.

(b) A foreign fire insurance board aggrieved by a violation of this Section may file suit in the Circuit Court in the county where the alleged violation occurred.

(c) The regulation of a foreign fire insurance board and its license fees are exclusive powers and functions of the State. A home rule municipality may not regulate a foreign fire insurance board and its license fees. This Section is a denial and limitation of home rule powers and functions under subsection (h) of Section 6 of Article VII of the Illinois Constitution.

(Source: P.A. 95–807, eff. 8–12–08.)

<< IL ST CH 65 § 5/11–10–2 >>

[S.H.A. 65 ILCS 5/11–10–2] (65 ILCS 5/11–10–2) (from Ch. 24, par. 11–10–2)

§ 11–10–2. (a) A ~~department~~ foreign fire insurance board shall be created **by and among the sworn members of** ~~within~~ the fire department of each municipality with fewer than 500,000 inhabitants that has an organized fire department. The board shall consist of 7 trustees; the fire chief, who shall hold office by virtue of rank, and 6 members, who shall be elected at large by the sworn members of the department. If there is an insufficient number of candidates to fill all these positions, the number of board members may be reduced, but not to fewer than 3 trustees. All **sworn** members of the department shall be eligible to be elected as officers of the ~~department~~ foreign fire insurance board. The members of this board shall annually elect officers. These officers shall be a chairman**,** ~~and~~ a treasurer**, and any other officers deemed necessary by the board**. The **members** ~~trustees~~ of the ~~department~~ foreign fire insurance board shall make all needful rules and regulations with respect to the ~~department~~ foreign fire insurance board and the management of the **funds** ~~money~~ to be **paid** ~~appropriated~~ to the board. **The foreign fire insurance board may establish, manage, and maintain an account for the holding and expenditure of all funds paid to the board. The foreign fire insurance board may contract for the purchase of goods and services using funds paid to the board. Contracting for services includes, but is not limited to, the procurement and payment of all accounting, legal, collection, or other professional services deemed by the board to be necessary to the execution of its duties under this Division using funds paid to the board. The foreign fire insurance board may sue all parties necessary to enforce its rights under this Section.** The officers of the ~~department~~ foreign fire insurance board

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shall develop and maintain a listing of those items that the board feels are appropriate expenditures under this Act. ~~The treasurer of the department foreign fire insurance board shall give a sufficient bond to the municipality in which the fire department is organized. This bond shall be approved by the mayor or president, as the case may be, conditioned upon the faithful performance by the treasurer of his or her duties under the ordinance and the rules and regulations provided for in this section.~~ The treasurer of the ~~department~~ foreign fire insurance board shall receive the **funds paid as provided in Section 1** ~~appropriated money~~ and shall pay out the **funds** ~~money~~ upon the order of the ~~department~~ foreign fire insurance board for the maintenance, use, and benefit of the department **or as otherwise permitted by this Division**. **These** ~~As part of the annual municipal audit, these~~ funds shall be audited to verify that the funds have been expended by that board only for the maintenance, use, and benefit of the department **using funds paid to the board. Contracting for services includes, but is not limited to, the procurement and payment of all accounting, legal, collection, or other professional services deemed by the board to be necessary to the execution of its duties under this Division using funds paid to the board**.

Disputes between a fire chief and the remaining members of a foreign fire insurance board concerning whether any expenditure of funds by the board is for the maintenance, use, or benefit of the department or for any other purpose authorized by this Division shall be resolved through binding arbitration, pursuant to a written arbitration agreement established by the foreign fire insurance board, that is recognized under the Uniform Arbitration Act. Arbitrations held pursuant to a written arbitration agreement are the exclusive remedy available for resolving such disputes.

(b) As used in this subsection, "active member" means a member of the Chicago Fire Department who is not receiving a disability pension, retired, or a deferred pensioner of the Firemen's Annuity and Benefit Fund of Chicago.

A department foreign fire insurance board is created within the Chicago Fire Department. The board shall consist of 7 trustees who shall be initially elected on or before January 1, 2019: the fire commissioner, who shall hold office by virtue of rank, and 6 elected trustees, who shall be elected at large by the sworn members of the department. If there is an insufficient number of candidates seeking election to each vacant trustee position, the number of board members is reduced to 5 trustees, including the fire commissioner of the department, until the next election cycle when there are enough active members seeking election to fill all 7 member seats. All active members are eligible to be elected as trustees of the department foreign fire insurance board. Of the trustees first elected, 3 trustees shall be elected to a 2–year term and 3 trustees shall be elected to a 3–year term. After the initial election, a trustee shall be elected for a term of 3 years. If a member of the board resigns, is removed, or is unable to continue serving on the board, the vacancy shall be filled by special election of the active members or, in the case of a vacancy that will exist for fewer than 180 days until the term expires, by appointment by majority vote of the members of the board.

The members of the board shall annually elect officers. These officers shall be a chairman, treasurer, and secretary. The trustees of the board shall make rules and regulations with respect to the board and the management of the money appropriated to the board. The officers of the board shall develop and maintain a listing of those items that the board believes are appropriate expenditures under this subsection. The treasurer of the board shall give a sufficient bond to the City of Chicago. The cost of the bond shall be paid out of the moneys in the board's fund. The bond shall be conditioned upon the faithful performance by the treasurer of his or her duties under the rules and regulations provided for in this subsection. The treasurer of the board shall receive the appropriated proceeds and shall disburse the proceeds upon the order of the board for the maintenance, use, and benefit of the department consistent with this subsection. As part of the annual municipal audit, these funds shall be audited to verify that the funds have been expended lawfully by the board consistent with this subsection.

Within 30 days after receipt of any foreign fire insurance proceeds by the City of Chicago, the City of Chicago shall transfer the proceeds to the board by depositing the proceeds into an account determined by the board, except that if the effective date of this amendatory Act of the 100th General Assembly is after July 31, 2018, then the City of Chicago shall, for budget year 2019 only, transfer only 50% of the proceeds to the board. Notwithstanding any other provision of law: 50% of the foreign fire insurance proceeds received by the board shall be used for the maintenance, use, benefit, or enhancement of fire stations or training facilities used by the active members of the fire department; 25% of the foreign fire insurance proceeds received by the board shall be used for the maintenance, use, benefit, or enhancement of emergency response vehicles, tools, and equipment used by the active members of the department; and 25% of the foreign fire insurance proceeds received by the board shall be used for the maintenance and enhancement of the department and for the use and benefit of the active members of the department in a manner otherwise consistent with this subsection. Foreign fire insurance proceeds may not be used to purchase, maintain, or enhance personal property of a member of the department, except for personal property used in the

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performance of his or her duties or training activities.

(c) The provisions of this Section shall be the exclusive power of the State, pursuant to subsection (h) of Section 6 of Article VII of the Constitution.

(Source: P.A. 100–656, eff. 7–31–18.)

<< IL ST CH 65 § 5/11–10–2.5 >>

[S.H.A. 65 ILCS 5/11–10–2.5] (65 ILCS 5/11–10–2.5 new)

§ 11–10–2.5. Collection of licensing fees. A foreign fire insurance board created under this Division has the sole and exclusive authority to collect all licensing fees required to be paid by foreign fire insurance companies, corporations, associations, or third parties under this Division. This authority includes the right to designate a representative or agent authorized to collect such fees on their behalf.

A board created pursuant to subsection (a) of Section 2 that does not collect licensing fees on its own accord, or that does not designate an authorized representative or agent to collect the fees on their behalf, shall have all fees collected on its behalf by a statewide organization of municipalities recognized under Section 1–8–1.

Licensing fees collected from foreign fire insurance companies, corporations, associations, or third parties under a representative or agent authorized to do so by a foreign fire insurance board or by a statewide organization of municipalities recognized under Section 1–8–1 shall be paid promptly and directly to the treasurer of the foreign fire insurance board, less reasonable costs and expenses associated with the collection of the fees, as agreed to by the board.

Section 99. Effective date. This Act takes effect January 1, 2023.

Approved: May 6, 2022
Effective: January 1, 2023

End of Document

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Agenda Item No: 9g

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: Special Service Area Number 47 Tax Levy

Staff Recommendation: Motion to adopt the Ordinance for levying Special Service Area Number 47 taxes for tax year 2022

Staff Contact: Jodie Hartman, Director of Finance

Background:

The Crystal Lake Watershed Stormwater Management Program Implementation Plan (the "Implementation Plan") imposes certain responsibilities upon the City to inspect, maintain and repair stormwater maintenance facilities within residential developments constructed in the Watershed and that the responsibility for the cost of such inspection, maintenance and repair of such stormwater maintenance facilities be the responsibility of homeowners through the adoption of a Special Service Area.

Habitat for Humanity of Northern Fox Valley is developing a residential development within the City upon the property generally described as 431 S. McHenry Avenue, and a special service area has been created in accordance with the Implementation Plan to provide for the cost of inspection, maintenance and repair of the stormwater management facilities within the Watershed Easement to be created within the Subject Property.

City staff recommends that the City Council approve the attached Ordinance that provides official direction to the County Clerk to levy taxes for the 2022 tax year. Said taxes shall be utilized for the purpose of inspection, maintenance and repair of stormwater management facilities in Special Service Area (SSA) Number 47. This is the fifth year of the SSA; the City must adopt the attached ordinance annually in order to collect funds for stormwater management.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER 47 IN THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS FOR TAX YEAR 2022

Draft

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the City of Crystal Lake, McHenry County, Illinois (the "City"), by Ordinance adopted on the 1st day of May, 2018 (the "Ordinance"), did provide for establishing Special Service Area Number 47 and the imposition of a tax at a rate sufficient to pay the cost of providing special services in and for such area.

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

Section 1. There is hereby levied over all taxable property within the City of Crystal Lake Special Service Area Number 47 the total sum of $1,200.00 for the 2022 tax year. The approximate street location for the area is on the East side of McHenry Avenue south of the intersection with Lake Street.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of McHenry, Illinois.

Section 3. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and signing and approval by the Mayor.

DATED at Crystal Lake, Illinois, this 20th day of December, 2022.

Passed by the Corporate Authorities on_____
Approved _____

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 20, 2022
Approved: December 20, 2022

Draft

MINUTES of a regular public meeting of the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, held at 100 W. Woodstock Street, Crystal Lake, Illinois, in said City at 7:00 o'clock p.m., on the 20th day of December, 2022.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Council members answered present:_____

_____.

The following were absent from the meeting:_____

_____.

The Acting Mayor announced that the next item of business before the City Council was the consideration of the adoption of an ordinance levying taxes for Special Service Area Number 47 in the City of Crystal Lake. Following a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Councilmember _____ presented an ordinance as follows:

Passed by the Corporate Authorities on:

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

ATTEST:

_____

CITY CLERK

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake (the "City"), and as such official am the keeper of the records and files of the City and the City Council (the "Corporate Authorities") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 20th day of December, 2022, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

> ORDINANCE levying taxes for Special Service Area Number 47 in the City of Crystal Lake, McHenry County, Illinois for tax year 2022

a true, correct and complete copy of said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City this 20th day of December, 2022.

_____
CITY CLERK

(SEAL)

Draft

Agenda Item No: 9h

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: General Obligation Bonds, Series 2012 Abatement

Staff Recommendation: Motion to adopt the Abatement Ordinance for the 2012 General Obligation Bond Issue

Staff Contact: Jodie Hartman, Director of Finance

Background:

In 2012, General Obligation Bonds were issued to finance the cost of flood mitigation improvements and for various water and sewer projects. At the time of issuance, dedicated revenue streams were identified that would provide for the repayment of this obligation. Water and Sewer user fees will be used to repay water and sewer improvement costs. Home Rule Sales taxes provide the funding for the flood mitigation efforts. As such, the City has abated the levy for these bonds each year since issuance, instructing the County not to levy for the annual payment.

Under the terms of the bond agreement, the City obligates the full faith and credit of the City if dedicated revenues fall short. If dedicated revenues fall short or no alternative sources are available, the City is required to collect property taxes as a means to repay the debt obligation. Since dedicated revenues and/or other sources will be available, City staff recommends that the City Council approve the attached abatement ordinance that provides official direction to the County Clerk to defray collecting property taxes next year for this bond issue.

This action is an annual procedural requirement. McHenry County requires the City to provide them the attached ordinance for the abatement to occur.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL AND INTEREST ON $9,235,000 GENERAL OBLIGATION BONDS, SERIES 2012 OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the City of Crystal Lake, McHenry County, Illinois (the "City"), by Ordinance adopted on the 18th day of September, 2012 (the "Ordinance"), did provide for the issue of $9,235,000 General Obligation Bonds (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the City will have money in the "Bond Fund" established pursuant to Section 16 of the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including April 30, 2024; and

WHEREAS, it is necessary and in the best interests of the City that the tax heretofore levied for the year 2022 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2022 in the Ordinance is hereby abated in its entirety.

Draft

Section 2. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of McHenry, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2022 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and signing and approval by the Mayor.

DATED at Crystal Lake, Illinois, this 20th day of December, 2022.

Passed by the Corporate Authorities on_____
Approved _____

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

Draft

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 20, 2022
Approved: December 20, 2022

MINUTES of a regular public meeting of the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, held at 100 W. Woodstock Street, Crystal Lake, Illinois, in said City at 7:00 o'clock p.m., on the 20th day of December, 2022.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Council members answered present:_____

_____.

The following were absent from the meeting:_____

_____.

The Mayor announced that the next item of business before the City Council was the consideration of the adoption of an ordinance abating the tax heretofore levied for the year 2022 to pay the principal of and interest on the $9,235,000 General Obligation Bonds, Series 2012 of the City. Following a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Councilmember _____ presented an ordinance as follows:

Passed by the Corporate Authorities on:

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

ATTEST:

_____

CITY CLERK

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake (the "City"), and as such official am the keeper of the records and files of the City and the City Council (the "Corporate Authorities") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 20th day of December, 2022, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

ORDINANCE abating the tax heretofore levied for the year 2022
to pay the principal of and interest on $9,235,000 General Obligation
Bonds, Series 2012 of the City of Crystal Lake, McHenry County, Illinois

a true, correct and complete copy of said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City this 20th day of December, 2022.

_____
CITY CLERK

(SEAL)

Draft

Agenda Item No: 9i

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: General Obligation Bonds, Series 2013A Abatement

Staff Recommendation: Motion to adopt the Abatement Ordinance for the 2013A General Obligation Bond Issue

Staff Contact: Jodie Hartman, Director of Finance

Background:

In 2013, General Obligation Bonds were issued to finance the cost of Wastewater Treatment Plant improvements, waterworks, sewerage, and wastewater system improvements and pay certain costs associated with the issuance of the Bonds. At the time these bonds were issued, dedicated revenue streams were identified that would provide for the repayment of this obligation. Water and Sewer user fees shall be used to repay costs for water and sewer improvements. As such, the City has abated the levy for these bonds each year since issuance, instructing the County not to levy for the annual payment.

Under the terms of the bond agreement, the City obligates the full faith and credit of the City if dedicated revenues fall short. If dedicated revenues fall short or no alternative sources are available, the City is required to collect property taxes as a means to repay the debt obligation. Since dedicated revenues and/or other sources will be available, City staff recommends that the City Council approve the attached abatement ordinance that provides official direction to the County Clerk to defray collecting property taxes next year for this bond issue.

This action is an annual procedural requirement. McHenry County requires the City to provide them the attached ordinance for the abatement to occur.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL AND INTEREST ON $9,465,000 GENERAL OBLIGATION BONDS, SERIES 2013A OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the City of Crystal Lake, McHenry County, Illinois (the "City"), by Ordinance adopted on the 18th day of June, 2013 (the "Ordinance"), did provide for the issue of $9,465,000 General Obligation Bonds (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the City will have money in the "Bond Fund" established pursuant to Section 15 of the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including April 30, 2024; and

WHEREAS, it is necessary and in the best interests of the City that the tax heretofore levied for the year 2022 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2022 in the Ordinance is hereby abated in its entirety.

Draft

Section 2. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of McHenry, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2022 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and signing and approval by the Mayor.

DATED at Crystal Lake, Illinois, this 20th day of December, 2022.

Passed by the Corporate Authorities on_____
Approved _____

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

Draft

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 20, 2022
Approved: December 20, 2022

MINUTES of a regular public meeting of the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, held at 100 W. Woodstock Street, Crystal Lake, Illinois, in said City at 7:00 o'clock p.m., on the 20th day of December, 2022.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Council members answered present:

_____

_____.

The following were absent from the meeting:_____

The Mayor announced that the next item of business before the City Council was the consideration of the adoption of an ordinance abating the tax heretofore levied for the year 2022 to pay the principal of and interest on the $9,465,000 General Obligation Bonds, Series 2013A of the City. Following a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Councilmember _____ presented an ordinance as follows:

Passed by the Corporate Authorities on:

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

ATTEST:

_____

CITY CLERK

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake (the "City"), and as such official am the keeper of the records and files of the City and the City Council (the "Corporate Authorities") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 20th day of December, 2022, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

ORDINANCE abating the tax heretofore levied for the year 2022
to pay the principal of and interest on $9,465,000 General Obligation
Bonds, Series 2013A of the City of Crystal Lake, McHenry County, Illinois

a true, correct and complete copy of said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City this 20th day of December, 2022.

_____
CITY CLERK

(SEAL)

Draft

Agenda Item No: 9j

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: General Obligation Bond, Series 2019 Abatement

Staff Recommendation: Motion to adopt the Abatement Ordinance for the 2019A and 2019B General Obligation Bond Issue

Staff Contact: Jodie Hartman, Director of Finance

Background:

In 2019, General Obligation Bonds were issued to finance the cost of storm water and water main improvements in addition to provide for the refunding of Series 2009A Build America Bonds and Series 2009B Recovery Zone Bonds. Series 2009 bonds were originally issued to provide financing for the construction of the Three Oaks Recreation Area project and various water and sewer system improvements.

At the time these 2019 bonds were issued, dedicated revenue streams were identified that would provide for the repayment of this obligation. Water and Sewer user fees will be used to repay storm water and water main improvement costs. In the case of the Three Oaks Recreation Area project, home rule sales tax and incremental TIF property taxes, if available, will be transferred from time to time to the Bond Fund and utilized to abate the pledged taxes. As such, the City has abated the levy for these bonds each year since issuance, instructing the County not to levy for the annual payment.

Under the terms of the bond agreement, the City obligates the full faith and credit of the City if dedicated revenues fall short. If dedicated revenues fall short, the City is required to collect property taxes as a means to repay the debt obligation. Since dedicated revenues will meet expectations, City staff recommends that the City Council approve the attached abatement ordinance that provides official direction to the County Clerk to defray collecting property taxes next year for this bond issue.

This action is an annual procedural requirement. McHenry County requires the City to provide them the attached ordinance for the abatement to occur.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL AND INTEREST ON $9,025,000 GENERAL OBLIGATION BONDS, SERIES 2019A AND TO PAY THE PRINCIPAL AND INTEREST ON $5,305,000 GENERAL OBLIGATION BONDS, SERIES 2019B OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Draft

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the City of Crystal Lake, McHenry County, Illinois (the "City"), by Ordinance No. 7554 adopted on the 18th day of June, 2019 (the "2019 Bond Ordinance"), did provide for: (a) the issue of $9,025,000 General Obligation Bonds (the "Series 2019A Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2019A Bonds; and (b)the issue of $5,305,000 General Obligation Bonds (the "Series 2019B Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2019B Bonds (collectively, the Series 2019A Bonds and the Series 2019B Bonds are hereinafter referred to as the "Bonds"); and

WHEREAS, the City will have sufficient moneys in the "Bond Fund" established pursuant to Section 13 of the 2019 Bond Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including April 30, 2024; and

WHEREAS, it is necessary and in the best interests of the City that the taxes heretofore levied for the year 2022 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax for Series 2019A Bonds. The tax heretofore levied in the 2019 Bond Ordinance to pay for principal and interest of the Bonds for the year 2022 is hereby abated in its entirety.

Section 2. Abatement of Tax for Series 2019B Bonds. The tax heretofore levied in the 2019 Bond Ordinance to pay for principal and interest of the Bonds for the year 2022 is hereby abated in its entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of McHenry, Illinois, and it shall be the duty of said County Clerk to abate the taxes levied under the 2020 Bond Ordinance for both the Series 2019A Bonds and the Series 2019B Bonds for the year 2022 in accordance with the provisions hereof.

Section 4. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and signing and approval by the Mayor.

Draft

DATED at Crystal Lake, Illinois, this 20th day of December, 2022.

Passed by the Corporate Authorities on:_____
Approved: _____

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 20, 2022
Approved: December 20, 2022

Draft

MINUTES of a regular public meeting of the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, held at 100 W. Woodstock Street, Crystal Lake, Illinois, in said City at 7:00 o'clock p.m., on the 20th day of December, 2022.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Council members answered present _____

_____

The following were absent from the meeting: _____

_____

The Mayor announced that the next item of business before the City Council was the consideration of the adoption of an ordinance abating the tax heretofore levied for the year 2022 to pay the principal of and interest on the $9,025,000 General Obligation Bonds, Series 2019A and to pay the principal of and interest on the $5,305,000 General Obligation Bonds, Series 2019B of the City. Following a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Councilmember _____ presented an ordinance as follows:

Passed by the Corporate Authorities on:

AYES:

NAYS:

ABSENT:

Draft

Recorded in the City Records on

ATTEST:

_____

CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

Draft

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake (the "City"), and as such official am the keeper of the records and files of the City and the City Council (the "Corporate Authorities") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 20th day of December, 2022, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

> ORDINANCE abating the tax heretofore levied for the year 2022 to pay the principal of and interest on $9,025,000 General Obligation Bonds, Series 2019A and to pay the principal of and interest on $5,035,000 General Obligation Bonds, Series 2019B of the City of Crystal Lake, McHenry County, Illinois

a true, correct and complete copy of said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City this 20th day of December, 2022.

_____

CITY CLERK

(SEAL)

Draft

Agenda Item No: 9k

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: General Obligation Bond, Series 2022 Abatement

Staff Recommendation: Motion to adopt the Abatement Ordinance for the 2022A, 2022B and 2022C General Obligation Bond Issue

Staff Contact: Jodie Hartman, Director of Finance

Background:
In 2022, General Obligation Bonds were issued to finance the cost of storm water and water main improvements in addition to provide for the refunding of Series 2013A General Obligation Bonds. Series 2013A bonds were originally issued to provide financing for various water and sewer system improvements as well.

At the time these 2022 bonds were issued, dedicated revenue streams were identified that would provide for the repayment of this obligation. Water and Sewer Fund user fees will be used to repay the water and sewer improvement costs. As such, the City plans to abate the levy for these bonds each year, instructing the County not to levy for the annual payment.

Under the terms of the bond agreement, the City obligates the full faith and credit of the City if dedicated revenues fall short. If dedicated revenues fall short, the City is required to collect property taxes as a means to repay the debt obligation. Since dedicated revenues will meet expectations, City staff recommends that the City Council approve the attached abatement ordinance that provides official direction to the County Clerk to defray collecting property taxes next year for this bond issue.

This action is an annual procedural requirement. McHenry County requires the City to provide them the attached ordinance for the abatement to occur.

Votes Required to Pass:
Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL AND INTEREST ON $1,020,000 GENERAL OBLIGATION BONDS, SERIES 2022A, TO PAY THE PRINCIPAL AND INTEREST ON $6,740,000 GENERAL OBLIGATION BONDS, SERIES 2022B, AND TO PAY THE PRINCIPAL AND INTEREST ON $6,770,000 GENERAL OBLIGATION BONDS, SERIES 2022C OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

Draft

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the City of Crystal Lake, McHenry County, Illinois (the "City"), by Ordinance No. 7810 adopted on the 19th day of April, 2022 (the "2022 Bond Ordinance"), did provide for: (a) the issue of $1,020,000 General Obligation Bonds (the "Series 2022A Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2022A Bonds; and (b) the issue of $6,740,000 General Obligation Bonds (the "Series 2022B Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2022B Bonds and (c) the issue of $6,770,000 General Obligation Bonds (the "Series 2022C Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2022C Bonds (collectively, the Series 2022A Bonds, the Series 2022B and the Series 2022C Bonds are hereinafter referred to as the "Bonds"); and

WHEREAS, the City will have sufficient moneys in the "Bond Fund" established pursuant to Section 13 of the 2022 Bond Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including April 30, 2024; and

WHEREAS, it is necessary and in the best interests of the City that the taxes heretofore levied for the year 2022 to pay the principal of and interest on the Bonds be abated.

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

Section 1. Abatement of Tax for Series 2022A Bonds. The tax heretofore levied in the 2022 Bond Ordinance to pay for principal and interest of the Bonds for the year 2022 is hereby abated in its entirety.

Section 2. Abatement of Tax for Series 2022B Bonds. The tax heretofore levied in the 2022 Bond Ordinance to pay for principal and interest of the Bonds for the year 2022 is hereby abated in its entirety.

Section 3. Abatement of Tax for Series 2022C Bonds. The tax heretofore levied in the 2022 Bond Ordinance to pay for principal and interest of the Bonds for the year 2022 is hereby abated in its entirety.

Section 4. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of the County of McHenry, Illinois, and it shall be the duty of said County Clerk to abate the taxes levied under the 2020 Bond Ordinance for both the Series 2022A Bonds, the Series 2022B Bonds and the Series 2022C Bonds for the year 2022 in accordance with the provisions hereof.

Draft

Section 4. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and signing and approval by the Mayor.

DATED at Crystal Lake, Illinois, this 20th day of December, 2022.

Passed by the Corporate Authorities on:_____
Approved: _____

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

AYES:

NAYS:

ABSENT:

Recorded in the City Records on

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: December 20, 2022
Approved: December 20, 2022

Draft

MINUTES of a regular public meeting of the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, held at 100 W. Woodstock Street, Crystal Lake, Illinois, in said City at 7:00 o'clock p.m., on the 20th day of December, 2022.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Council members answered present _____

_____

The following were absent from the meeting: _____

_____

The Mayor announced that the next item of business before the City Council was the consideration of the adoption of an ordinance abating the tax heretofore levied for the year 2022 to pay the principal of and interest on the $1,020,000 General Obligation Bonds, Series 2022A, tp pay the principal of and interest on the $6,740,000 General Obligation Bonds, Series 2022B and to pay the principal of and interest on the $6,770,000 General Obligation Bonds, Series 2022C of the City. Following a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Councilmember _____ presented an ordinance as follows:

Passed by the Corporate Authorities on:

AYES:

NAYS:

ABSENT:

Draft

Recorded in the City Records on

ATTEST:

_____

CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

Draft

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake (the "City"), and as such official am the keeper of the records and files of the City and the City Council (the "Corporate Authorities") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 20th day of December, 2022, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

> AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL AND INTEREST ON $1,020,000 GENERAL OBLIGATION BONDS, SERIES 2022A, TO PAY THE PRINCIPAL AND INTEREST ON $6,740,000 GENERAL OBLIGATION BONDS, SERIES 2022B, AND TO PAY THE PRINCIPAL AND INTEREST ON $6,770,000 GENERAL OBLIGATION BONDS, SERIES 2022C OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

a true, correct and complete copy of said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City this 20th day of December, 2022.

_____

CITY CLERK

(SEAL)

Draft

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: City Code Amendment to Increase the Number of Class 9 Liquor Licenses – Applicant: Beesy Bar, Inc. d/b/a Beesy Bar, located at 230 W. Virginia Street, Unit 820 A

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 9 liquor licenses from the currently permitted 5 licenses to 6 licenses, in order to allow for the issuance of a new Class 9 liquor license to Beesy Bar, Inc. d/b/a Beesy Bar, located at 230 W. Virginia Street, Unit 820 A.

Staff Contact: Melanie Nebel, Executive Assistant

Background:
Beesy Bar, Inc. d/b/a Beesy Bar, formerly Ding Tea, located at 230 W. Virginia Street, Unit 820 A, is requesting the creation of a Class 9 liquor license to allow for the sale of alcoholic liquor in the original package and sale of alcoholic liquor for consumption at their location.

The Class 9 license authorizes the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises as well as the retail sale of alcoholic liquor in the original package between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 10:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.

The annual fee for such a license is $1,825.00.

The applicant has submitted all necessary paperwork and completed a background check. There are no zoning issues with this request.

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

- Payment of prorated license fee
- Proof of Liquor Liability Insurance

- Surety Bond in the amount of $1,000 to the City of Crystal Lake
- Certificate of Occupancy

The following establishments currently hold Class 9 Liquor Licenses.

Name	Address	Zoning
Buffalo Wild Wings Grill & Bar	5755 Northwest Highway	"B-2"
Labemi's Tavern	109 N. Main Street	"B-4"
Fire Bar and Grill	435 Angela Lane	"B-2"
Jalsa Restaurant & Bar	1295 Randall Road, Unit 112	"B-2 PUD"
Chingon BBQ	540 E. Terra Cotta Avenue, Units J, K, and L	"B-2 PUD"

The attached Ordinance approves an increase in the number of Class 9 liquor licenses in order to allow Beesy Bar, Inc. d/b/a Beesy Bar, located at 230 W. Virginia Street, Unit 820 A to sell alcoholic liquor in the original package and alcoholic liquor for consumption at their location.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 9 License shall be increased from 5 to 6.

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.

Draft

DATED at Crystal Lake, Illinois, this 20th day of December, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022
APPROVED: December 20, 2022

What is IMPACT?

- The IMPACT program is an innovative measure to assist in the reduction of underage consumption of alcohol.
- The IMPACT program establishes a partnership between businesses and the Crystal Lake Police Department to initiate internal compliance checks.
- The checks are sponsored by the business owner, after their application is approved through the city and the Chief of Police or designee.
- The Internal Compliance Assessment will be conducted by third party impartial participants through a relationship with McHenry County College.

Codes & Regulations

- It is unlawful to sell or offer for sale at retail in the City of Crystal Lake any alcoholic liquor unless the person selling or offering for sale has a valid current liquor license. (City Code Section 329-3)
- Contributing to the delinquency of a minor is a class A misdemeanor. A person commits contributing to the delinquency of a minor when he or she knowingly: (1) causes, aids, or encourages a minor to be or to become a delinquent minor; or (2) does acts which directly tend to render any minor so delinquent. (ILCS)

Mission Statement

Together reaching out to businesses of the City of Crystal Lake to help in the reduction of underage consumption of alcohol.

McHenry County College

For additional information contact:

Crystal Lake Police Department
100 W. Woodstock Street
Crystal Lake, IL 60014
(815) 356-3620
www.crystallake.org

IMPACT

Internal Measures to Prevent Alcohol Consumption in Teens Program



Make a Positive Difference

Understand how underage drinking impacts a person under 21 years old.





Approximately **5,000** people under the age of 21 **die** from alcohol-related activity every year.



Underage drinking can **lead to alcohol use disorders**, leaving individuals dependent on alcohol.



Research has shown that a young person's brain does not fully develop until their mid-20s. **Alcohol can alter brain development** affecting both brain structure and function causing cognitive and learning problems.



Alcohol can be **linked to other harmful behaviors**, like smoking tobacco or the use of cannabis or other dangerous drugs.



Underage drinking can **lead to poor decisions** regarding risky behavior, including drinking and driving, unwanted sexual activity, and aggressive or violent behavior.

Why Join IMPACT?

Businesses that participate in IMPACT reduce the chances of an employee selling alcohol to a person under the age of 21. Penalties your business may face, if observed serving to underage persons:

Revocation or Suspension of Liquor License:

The Liquor Control Commissioner of the City of Crystal Lake may revoke or suspend any license at any time if the commissioner determines that the licensee has violated any provisions.

Fines:

1. First offense can result in a fine of not more than $1,000 in addition to any other penalty imposed by the Liquor Control Commissioner.
2. Second offense within five years of previous conviction can result in a fine of not more than $1,500 in addition to any other penalty imposed by the Liquor Control Commissioner.
3. Any subsequent conviction of the licensee during the five-year period may face a fine of up to $2,500 in addition to any other penalty imposed by the Liquor Control Commissioner.

How to Join

- The application fee for IMPACT is $100. You can find the application at the City of Crystal Lake website. The application should be filled out and then turned into the Police Department.
- Upon receipt, you as a business owner or manager will have 60 days to have a staff meeting to train your staff on how to properly check identification before selling alcoholic beverages.
- The compliance check will be performed without any prior knowledge and you will be notified only after the compliance check has been completed.

CITY OF CRYSTAL LAKE

Application:
License to Sell Liquor

Return Completed Form To:
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014
Attn: City Manager's Office

Enclosures:

- Completed, signed and notarized application.
- Liquor Liability Insurance
- Surety Bond
- Lease (only if new applicant or information has changed)
- Background checks (new applicant or change in officers/owners/LLC managers and establishment manager)
- Certificate of Occupancy (new construction or new ownership)
- Applicable Fees

License to Sell Liquor

Office Use Only
Date Received _____
Fees Paid _____
New Applicant or Renewal

Establishment Information

☐ Partnership ☑ Corporation ~~LLC~~ ☐ Sole Proprietorship

Legal Name	BEEST BAR, INC
DBA	BEEST BAR INC
Address of Establishment	230 W VIRGINIA ST #820 CRYSTAL LAKE, IL
Phone Number	815-897-6119
Date of Incorporation	4/2022
Object for which it was organized	

Officers/Members/LLC Managers Information (For owners, only those having 5% or greater ownership interest in the establishment)

Title/Office Held (LN)	PRESIDENT and OWNER
First, Middle Initial, Last Name	LAM T. NGUYEN
Date and Place of Birth	[redacted]
Address	115 BOULDER DR. LAKE IN THE HILLS, IL
Phone Number	[redacted]
Citizenship Yes ☒ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Title/Office Held	
First, Middle Initial, Last Name	
Date and Place of Birth	
Address	
Phone Number	
Citizenship Yes ☐ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Title/Office Held	
First, Middle Initial, Last Name	
Date and Place of Birth	
Address	
Phone Number	
Citizenship Yes ☐ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Manager (Individual having day-to-day operational control of the licensed business. This individual will also accept on behalf of applicant all notices, including, but not limited to notices of violations or notices of hearings.)

☒ Current Manager ☐ Change Manager

First, Middle Initial, Last Name	LAM T. NGUYEN
Date and Place of Birth	[redacted]
Address	115 BOULDER DR. LAKE IN THE HILLS, IL
Phone Number	[redacted]
Citizenship Yes ☒ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Contact Person (individual completing application)

First, Middle Initial, Last Name	LAM T. NGUYEN
Address	115 BOULDER DR. LAKE IN THE HILLS, IL
Phone Number	[redacted]
Email Address	[redacted]
Property Information	

☐ Own ☒ Lease (please complete the below information)

Name of Lessor	CHARLES S. MARGOSIAN III
Address	1 E 22ND ST # 201 LOMBARD, IL 60148
Period Covered by Lease	4/2018 - 4/2028

BOTH APPLICATION AND AFFIDAVIT MUST BE SIGNED AS FOLLOWS:

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

VERIFICATION:

- The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on the applicant's behalf.
  YES ☒ **NO** ☐

- The applicant will comply with the Illinois Liquor Control Act of 1934 (235 ILCS 5/1 et. seq.), including but not limited to the provisions of 235 ILCS 5/6-27.1 regarding certification of servers for completion of training, by a licensed Beverage and Alcohol Sellers and Servers Education and Training (BASSET) provider and shall comply with each of the following:

    - Each licensee shall at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provider licensed by the Illinois Liquor Control Commission, to all servers at the licensed premises as well as managers of the licensed establishment.
      YES ☒ **NO** ☐

    - No licensee, manager or other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee possesses a current certification of BASSET training from a BASSET training provider licensed by the Illinois Liquor Control Commission.
      YES ☑ **NO** ☒ LN

    - Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment. New employees (within the first 90 days of employment) shall be under the supervision of another BASSET certified employee prior to the new employee receiving BASSET certification.
      YES ☒ **NO** ☐

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

  _____

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

  Pho Royal LN

- 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** ☒

- Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)
  YES ☒ **NO** ☐ **Class "28" Holder** ☐

- 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. **YES** ☒ **NO** ☐

TO THE LIQUOR CONTROL COMMISSIONER OF THE CITY OF CRYSTAL LAKE, ILLINOIS: The undersigned hereby makes application for a Class 9 Liquor License under the provisions of the City of Crystal Lake Liquor Licensing Ordinance.

Please sign below:

LAM THANH NGUYEN — PRESIDENT

Printed Full Name — Title

Applicant Signature — 12/2/2022 — Date

Printed Full Name — Title

Applicant Signature — Date

AFFIDAVIT

STATE OF IL)
) **SS**
COUNTY OF MC HENRY)

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:

LAM T. NGUTEN — PRESIDENT.
Printed Full Name — Title

Applicant Signature — 12/2/2022 Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

2nd day of December, 2022.

Notary Public

My commission expires: April 18, 2025

(SEAL)

OFFICIAL SEAL
MELANIE A. NEBEL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 18, 2025

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: City Code Amendment to Increase the Number of Class 9 Liquor Licenses – Applicant: Royal Pho, Inc. d/b/a Pho Royal, located at 230 W. Virginia Street, Unit 830

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 9 liquor licenses from the currently permitted 6 licenses to 7 licenses, in order to allow for the issuance of a new Class 9 liquor license to Royal Pho, Inc. d/b/a Pho Royal, located at 230 W. Virginia Street, Unit 830

Staff Contact: Melanie Nebel, Executive Assistant

Background:
Royal Pho d/b/a Pho Royal, located at 230 W. Virginia Street, Unit 830 is requesting the creation of a Class 9 liquor license to allow for the sale of alcoholic liquor in the original package and sale of alcoholic liquor for consumption at their location.

The Class 9 license authorizes the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises as well as the retail sale of alcoholic liquor in the original package between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 10:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.

The annual fee for such a license is $1,825.00.

The applicant has submitted all necessary paperwork and completed a background check. There are no zoning issues with this request.

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

- Payment of prorated license fee
- Proof of Liquor Liability Insurance

- Surety Bond in the amount of $1,000 to the City of Crystal Lake

The following establishments currently hold Class 9 Liquor Licenses.

Name	**Address**	**Zoning**
Buffalo Wild Wings Grill & Bar	5755 Northwest Highway	"B-2"
Labemi's Tavern	109 N. Main Street	"B-4"
Fire Bar and Grill	435 Angela Lane	"B-2"
Jalsa Restaurant & Bar	1295 Randall Road, Unit 112	"B-2 PUD"
Chingon BBQ	540 E. Terra Cotta Avenue, Units J, K, and L	"B-2 PUD"
Beesy Bar	230 W. Virginia Street, Unit 820, A	"B-2 PUD"

The attached Ordinance approves an increase in the number of Class 9 liquor licenses in order to allow Royal Pho d/b/a Pho Royal, located at 230 W. Virginia Street, Unit 830 to sell alcoholic liquor in the original package and alcoholic liquor for consumption at their location.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 9 License shall be increased from 6 to 7.

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

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

Draft

DATED at Crystal Lake, Illinois, this 20th day of December, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022
APPROVED: December 20, 2022

What is IMPACT?

- The IMPACT program is an innovative measure to assist in the reduction of underage consumption of alcohol.
- The IMPACT program establishes a partnership between businesses and the Crystal Lake Police Department to initiate internal compliance checks.
- The checks are sponsored by the business owner, after their application is approved through the city and the Chief of Police or designee.
- The Internal Compliance Assessment will be conducted by third party impartial participants through a relationship with McHenry County College.

Codes & Regulations

- It is unlawful to sell or offer for sale at retail in the City of Crystal Lake any alcoholic liquor unless the person selling or offering for sale has a valid current liquor license. (City Code Section 329-3)
- Contributing to the delinquency of a minor is a class A misdemeanor. A person commits contributing to the delinquency of a minor when he or she knowingly: (1) causes, aids, or encourages a minor to be or to become a delinquent minor; or (2) does acts which directly tend to render any minor so delinquent. (ILCS)

Mission Statement

Together reaching out to businesses of the City of Crystal Lake to help in the reduction of underage consumption of alcohol.

McHenry County College

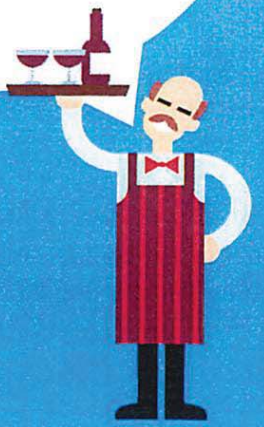
For additional information contact:

Crystal Lake Police Department
100 W. Woodstock Street
Crystal Lake, IL 60014
(815) 356-3620
www.crystallake.org

IMPACT

Internal Measures to Prevent Alcohol Consumption in Teens Program

I.D. please!



Make a Positive Difference

Understand how underage drinking impacts a person under 21 years old.





Approximately **5,000** people under the age of 21 **die** from alcohol-related activity every year.



Underage drinking can **lead to alcohol use disorders**, leaving individuals dependent on alcohol.



Research has shown that a young person's brain does not fully develop until their mid-20s. **Alcohol can alter brain development** affecting both brain structure and function causing cognitive and learning problems.



Alcohol can be **linked to other harmful behaviors**, like smoking tobacco or the use of cannabis or other dangerous drugs.



Underage drinking can **lead to poor decisions** regarding risky behavior, including drinking and driving, unwanted sexual activity, and aggressive or violent behavior.

Why Join IMPACT?

Businesses that participate in IMPACT reduce the chances of an employee selling alcohol to a person under the age of 21. Penalties your business may face, if observed serving to underage persons:

Revocation or Suspension of Liquor License:

The Liquor Control Commissioner of the City of Crystal Lake may revoke or suspend any license at any time if the commissioner determines that the licensee has violated any provisions.

Fines:

1. First offense can result in a fine of not more than $1,000 in addition to any other penalty imposed by the Liquor Control Commissioner.
2. Second offense within five years of previous conviction can result in a fine of not more than $1,500 in addition to any other penalty imposed by the Liquor Control Commissioner.
3. Any subsequent conviction of the licensee during the five-year period may face a fine of up to $2,500 in addition to any other penalty imposed by the Liquor Control Commissioner.

How to Join

- The application fee for IMPACT is $100. You can find the application at the City of Crystal Lake website. The application should be filled out and then turned into the Police Department.
- Upon receipt, you as a business owner or manager will have 60 days to have a staff meeting to train your staff on how to properly check identification before selling alcoholic beverages.
- The compliance check will be performed without any prior knowledge and you will be notified only after the compliance check has been completed.

CITY OF CRYSTAL LAKE

Application:
License to Sell Liquor

Return Completed Form To:
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014
Attn: City Manager's Office

Enclosures:

- Completed, signed and notarized application.
- Liquor Liability Insurance
- Surety Bond
- Lease (only if new applicant or information has changed)
- Background checks (new applicant or change in officers/owners/LLC managers and establishment manager)
- Certificate of Occupancy (new construction or new ownership)
- Applicable Fees

License to Sell Liquor

Office Use Only
Date Received _____
Fees Paid _____
New Applicant or Renewal

Establishment Information

☐ Partnership ☒ Corporation ☐ LLC ☐ Sole Proprietorship

Legal Name	ROYAL PHO, INC.
DBA	ROYAL PHO, INC
Address of Establishment	230 W VIRGINIA ST #830 CRYSTAL LAKE, IL
Phone Number	815-897-6119
Date of Incorporation	2018
Object for which it was organized	

Officers/Members/LLC Managers Information (For owners, only those having 5% or greater ownership interest in the establishment)

Title/Office Held	PRESIDENT / LAM T. NGUYEN and OWner (LN)
First, Middle Initial, Last Name	LAM T. NGUYEN
Date and Place of Birth	[redacted]
Address	115 BOULDER DR LAKE IN THE HILLS, IL
Phone Number	[redacted]
Citizenship Yes ☒ **No** ☐	**If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.**

Title/Office Held	
First, Middle Initial, Last Name	
Date and Place of Birth	
Address	
Phone Number	
Citizenship Yes ☐ **No** ☐	**If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.**

Title/Office Held	
First, Middle Initial, Last Name	
Date and Place of Birth	
Address	
Phone Number	
Citizenship Yes ☐ **No** ☐	**If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.**

Manager (Individual having day-to-day operational control of the licensed business. This individual will also accept on behalf of applicant all notices, including, but not limited to notices of violations or notices of hearings.)

☒ Current Manager ☐ Change Manager

First, Middle Initial, Last Name	LAM, T. NGUYEN
Date and Place of Birth	[redacted]
Address	115 BOULDER DR. LAKE IN THE HILLS, IL
Phone Number	[redacted]
Citizenship Yes ☒ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Contact Person (individual completing application)

First, Middle Initial, Last Name	LAM, T. NGUYEN
Address	115 BOULDER DR, LAKE IN THE HILLS, IL
Phone Number	[redacted]
Email Address	[redacted]
Property Information	

☐ Own ☒ Lease (please complete the below information)

Name of Lessor	CHARLES S. MARGOSIAN III
Address	1 E 22ND ST # 201 LOMBARD, IL 60148
Period Covered by Lease	4/2018 - 4/2028

BOTH APPLICATION AND AFFIDAVIT MUST BE SIGNED AS FOLLOWS:

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

VERIFICATION:

- The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on the applicant's behalf.
  YES ☒ **NO** ☐

- The applicant will comply with the Illinois Liquor Control Act of 1934 (235 ILCS 5/1 et. seq.), including but not limited to the provisions of 235 ILCS 5/6-27.1 regarding certification of servers for completion of training, by a licensed Beverage and Alcohol Sellers and Servers Education and Training (BASSET) provider and shall comply with each of the following:

    - Each licensee shall at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provider licensed by the Illinois Liquor Control Commission, to all servers at the licensed premises as well as managers of the licensed establishment.
      YES ☒ **NO** ☐

    - No licensee, manager or other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee possesses a current certification of BASSET training from a BASSET training provider licensed by the Illinois Liquor Control Commission.
      YES ☑ **NO** ☒ LN

    - Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment. New employees (within the first 90 days of employment) shall be under the supervision of another BASSET certified employee prior to the new employee receiving BASSET certification.
      YES ☒ **NO** ☐

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

_____

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

BeeSy Bar

- 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** ☒

- Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)
  YES ☒ **NO** ☐ **Class "28" Holder** ☐

- 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. **YES** ☒ **NO** ☐

TO THE LIQUOR CONTROL COMMISSIONER OF THE CITY OF CRYSTAL LAKE, ILLINOIS: The undersigned hereby makes application for a Class 9 Liquor License under the provisions of the City of Crystal Lake Liquor Licensing Ordinance.

Please sign below:

LAM THANH NGUYEN — PRESIDENT

Printed Full Name — Title



12/2/2022

Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

AFFIDAVIT

STATE OF IL)
) **SS**
COUNTY OF MC HENRY)

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:

LAM T. NGUYEN — PRESIDENT

Printed Full Name — Title

Applicant Signature — 12/2/2022 — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

2nd day of December, 2022.

Notary Public

My commission expires: April 18, 2025

(SEAL)

OFFICIAL SEAL
MELANIE A. NEBEL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 18, 2025

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Belle Tire

Requests: Final PUD Amendment to allow a new Auto Repair, Minor use for a tire store with a variation to the required setback for a parking lot and monument sign and Special Use Permit to allow parking in a different zoning district

Petitioner: Branden Ferro, petitioner
6119 Northwest Highway

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting the Final Planned Unit Development Amendment and Special Use Permit for Belle Tire at 6119 Northwest Highway.

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

Background:

- The property is currently the Heartland Cabinet and Millwork business. The Belle Tire would demolish this building and construct a new building to meet their needs for tire sales and installation.
- The request is for a Final Planned Unit Development with Variations from the parking lot setback and the free-standing sign setback.
  - The sign is proposed at 1 foot off the sidewalk.
- They are also requesting a Special Use Permit to allow the parking lot in a different zoning district. The rear lots are zoned M Manufacturing and the front lot is zoned B-2 General Commercial.
- The proposed wall signage meets the ordinance requirements.
- The illustrated elevations meet the UDO design standards.

PZC Highlights:

- The petition has concerns about the condition requiring the sign to be moved back towards the parking lot. Belle Tire does not want customers backing into the sign.
- The PZC asked the petitioner to work with staff on the final location for the 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, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Enright, received 09/02/22).
   B. Elevations (Enright, dated 11/28/22, received 11/28/22)
   C. Site Plan (Enright Architects, dated 11/28/22, received 11/28/22)
   D. Sign Plan (Allen Industries, dated 09/08/22, received 11/28/22)
   E. Landscape Plan (LG Workshop, dated 11/28/22, received 11/28/22)
   F. Engineering Plans (Enright Architects, dated 11/28/22, received 11/28/22)
   G. Survey (Compass, dated 09/21/22, received 11/28/22)

2. **Continue to work with staff to** locate the free-standing sign at the back of curb in the parking lot to provide as much distance from the sign to the sidewalk as possible. **(Amended by PZC)**.

3. No vehicles shall be stored outside for more than 24 hours.

4. Flag signs are not permitted in Location A, the main commercial corridors. The flag pole cannot display signage. Flag poles are limited to 35 feet in height in the B-2 zoning district and any associated flags must be to scale for the pole (approximately 5'x8' up to 6' x 10').

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

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Final PUD Amendment with Variations and Special Use Permit at 6119 Northwest Highway. 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: _____ DocuSigned by: Caroline Roberts 40C71D0297764B2... _____ Date: 12/13/2022
Signature

Recommended Conditions:

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Enright, received 09/02/22).
   B. Elevations (Enright, dated 11/28/22, received 11/28/22)
   C. Site Plan (Enright Architects, dated 11/28/22, received 11/28/22)
   D. Sign Plan (Allen Industries, dated 09/08/22, received 11/28/22)
   E. Landscape Plan (LG Workshop, dated 11/28/22, received 11/28/22)
   F. Engineering Plans (Enright Architects, dated 11/28/22, received 11/28/22)
   G. Survey (Compass, dated 09/21/22, received 11/28/22)

2. Continue to work with staff to locate the free-standing sign at the back of curb in the parking lot to provide as much distance from the sign to the sidewalk as possible.

3. No vehicles shall be stored outside for more than 24 hours.

4. Flag signs are not permitted in Location A, the main commercial corridors. The flag pole cannot display signage. Flag poles are limited to 35 feet in height in the B-2 zoning district and any associated flags must be to scale for the pole (approximately 5'x8' up to 6' x 10').

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

PIQ Map
6119 Northwest Highway



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PUD AMENDMENT TO ALLOW A NEW AUTO REPAIR, MINOR USE WITH VARIATIONS FROM AND SPECIAL USE PERMIT TO ALLOW A PARKING LOT IN A DIFFERENT ZONING DISTRICT FOR BELLE TIRE AT 6119 NORTHWEST HIGHWAY

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-209) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Final PUD Amendment to allow a new Auto Repair, Minor use for a tire store with variations from the required setback for a parking lot and monument sign and Special Use Permit to allow parking in a different zoning district for Belle Tire at 6119 Northwest Highway; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on November 22, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on December 7, 2022, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final PUD Amendment and Special Use Permit, and

WHEREAS, on December 7, 2022, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Final PUD Amendment and Special Use Permit be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Final PUD Amendment and Special Use Permit be issued as requested in said Petition.

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

Section I: That a Final PUD Amendment to allow a new Auto Repair, Minor use for a tire store with a variation to the required setback for a parking lot and monument sign and Special Use Permit to allow parking in a different zoning district for Belle Tire at the property commonly known as 6119 Northwest highway (19-08-226-025, -026, -017), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:

Draft

A. Application (Enright, received 09/02/22).
B. Elevations (Enright, dated 11/28/22, received 11/28/22)
C. Site Plan (Enright Architects, dated 11/28/22, received 11/28/22)
D. Sign Plan (Allen Industries, dated 09/08/22, received 11/28/22)
E. Landscape Plan (LG Workshop, dated 11/28/22, received 11/28/22)
F. Engineering Plans (Enright Architects, dated 11/28/22, received 11/28/22)
G. Survey (Compass, dated 09/21/22, received 11/28/22)

2. Continue to work with staff to locate the free-standing sign at the back of curb in the parking lot to provide as much distance from the sign to the sidewalk as possible.

3. No vehicles shall be stored outside for more than 24 hours.

4. Flag signs are not permitted in Location A, the main commercial corridors. The flag pole cannot display signage. Flag poles are limited to 35 feet in height in the B-2 zoning district and any associated flags must be to scale for the pole (approximately 5'x8' up to 6' x 10').

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

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Final Planned Unit Development Amendment and Special Use Permit 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 20th day of December, 2022.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: December 20, 2022
Approved: December 20, 2022

Draft

#2022-209
Belle Tire Final PUD Amendment and Special Use Permit
Project Review for Planning and Zoning Commission

Meeting Date: December 7, 2022

Request:
1. Final PUD Amendment to allow a new Auto Repair, Minor use for a tire store with a variation to the required setback for a parking lot and monument sign, and
2. Special Use Permit to allow parking in a different zoning district.

Location: 6119 Northwest Highway

Acreage: Approximately 1.93 acres

Zoning: B-2 PUD General Commercial and M Manufacturing

Surrounding Properties:
North: B-2 PUD General Commercial
South: M Manufacturing
East: M Manufacturing
West: M Manufacturing

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The property is currently the Heartland Cabinet and Millwork business.
- The Belle Tire would demolish this building and construct a new building to meet their needs for tire sales and installation.

Development Analysis:

Request:

- Final Planned Unit Development Amendment and Special Use Permit for a new tire store.
- The Final Planned Unit Development Amendment will allow changes to the original PUD with the new site layout and building.
- The Special Use Permit is to allow required parking in a different zoning district. The rear lots are zoned M Manufacturing, whereas the front portion along Route 14 is zoned B-2.

Land Use:

- Zoning: The site is zoned B-2 PUD General Commercial and M Manufacturing. The general commercial zoning district is appropriate for the Automotive Repair, Minor use.
- Land Use: The land use map shows the area as Commerce and Manufacturing. This land use designation is appropriate for this use.

Site Plan

- The building complies with setback requirements. Parking is provided in the front and rear of the property.
- The proposed site plan removes the rear parking along the building to realigns the public alley in the rear to a straight path.
- The proposed plan complies with landscaping requirements and will break-up the expansive impervious surface of the properties along the south side of Northwest Highway.

Elevations

- Belle Tire is proposing a brick and stone building with numerous architectural elements including columns, awnings, soldier course brick, stone panels, metal roof, a variety of windows, unique lighting fixtures and a thick top cap.
- The garage bay doors are on the west side away from the street.
- The metal roof is blue, which adds a spark of color to the elevations.
- The elevations meet the UDO Design Standards.

Signage:

- Wall signs are illustrated on the front and both side elevations.
- The signage totals 144.63 square feet, which is below the maximum 150 square feet allowed.

Sign	Location	Size
Bell Tire mascot	East Elevation	19.53 SF
"Certified Auto Service"	West Elevation	58.8 SF
Belle Tire mascot	North Elevation	19.53 SF
"Belle Tire"	North Elevation	47.77 SF

- A directional sign is proposed along Lou Avenue. The directional sign complies with the UDO criteria.
- A Free-Standing monument sign is proposed up front in the approximate location of the existing Heartland sign. This sign will only be 1-foot from the front property line.
- The UDO requires free-standing signs to be setback 10 feet from any property line. A recommended condition of approval has been added to increase this setback.

Findings of Fact:

Final Planned Unit Development Amendment

The petitioner is requesting approval of an amendment to a Final Planned Unit Development and Special Use Permit to allow a new Automotive Repair, Minor with parking in a different zoning district with variation from the free-standing sign setback. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

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

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.
   ☒ *Meets* ☐ *Does not meet*

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

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

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

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

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

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

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

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

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

Planned Unit Development Variation
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, in the form of relief from compliance with conventional zoning ordinance site and design therefore, intended to allow substantial flexibility in planning and designing a proposal. This flexibility is often 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.

Belle Tire is requesting two variations:

- Article 4-200 Parking to reduce the required 20-foot parking lot setback to 15 feet along Route 14. This is a variation of 5 feet.
- Article 4-1000 Commercial Signs to reduce the required 10-foot setback for a free-standing sign to 1-foot, a variation of 9 feet. The sign is 12 feet 6 inches wide and the landscape area is 15 feet wide. This would allow for a 2.5-foot setback from the sidewalk. Staff is recommending the sign be pushed back as far from the sidewalk as possible.

Signs can be evaluated based on certain for the hardship:

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.

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use – Commerce

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

This can be accomplished with the following supporting actions:

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

Recommended Conditions:

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

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Enright, received 09/02/22).

B. Elevations (Enright, dated 11/28/22, received 11/28/22)
C. Site Plan (Enright Architects, dated 11/28/22, received 11/28/22)
D. Sign Plan (Allen Industries, dated 09/08/22, received 11/28/22)
E. Landscape Plan (LG Workshop, dated 11/28/22, received 11/28/22)
F. Engineering Plans (Enright Architects, dated 11/28/22, received 11/28/22)
G. Survey (Compass, dated 09/21/22, received 11/28/22)

2. Locate the free-standing sign at the back of curb in the parking lot to provide as much distance from the sign to the sidewalk as possible.

3. No vehicles shall be stored outside for more than 24 hours.

4. Flag signs are not permitted in Location A, the main commercial corridors. The flag pole cannot display signage. Flag poles are limited to 35 feet in height in the B-2 zoning district and any associated flags must be to scale for the pole (approximately 5'x8' up to 6' x 10').

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

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Belle Tire Crystal Lake

Action Requested

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

Petitioner Information

Name: Christopher Enright, NCARB
Address: 628 E Parent Ave, Suite 100
Royal Oak, MI 48067
Phone: 248.330.9395
Fax: _____
E-mail: cenright@enrightarchitects.com

Owner Information (if different)

Name: 6Boyz, LLC; Attn: Gary Reece
Address: 6119 Northwest Highway
Crystal Lake, IL 60014
Phone: _____
Fax: _____
E-mail: gary@heartlandcabinet.com

Property Information

Project Description: Proposed Development of a new Belle Tire store on the property currently occupied by Heartland Cabinet and Millwork. Redevelopment will include the construction of a 10,000 square foot single story brick and cast stone veneer building with related infrastructure improvements. Please see the attached Project Narrative for business operation details.

Project Address/Location: 6119 Northwest Highway; approx. 450 feet west of the US 14 (Northwest Highway) and Main Street intersection

PIN Number(s): 19-08-226-025; 19-08-226-017; 19-08-226-026

Development Team

Please include address, phone, fax and e-mail

Developer: Barnes Development Company, LLC, Attn: Caroline Roberts, 1000 Enterprise Dr, Allen Park, MI 48101; Phone: 313.457.0149; Email: croberts@belletire.com

Architect: Christopher Enright, NCARB, 628 E Parent Ave, Suite 100, Royal Oak, MI 48067; Phone: 248.330.9395; Email: cenright@enrightarchitects.com

Attorney: Daniel Schairbaum, Dykema Gossett PLLC, 400 Renaissance Center, Detroit, MI 48243; Phone: 313.568.5352; Email: dschairbaum@dykema.com

Engineer: Branden Ferro, PE; Enright Architects, 628 E Parent Ave, Suite 100, Royal Oak, MI 48067; Phone: 815.210.1996; Email: bferro@enrightarchitects.com

Landscape Architect: Larry Glasscock, PLA, LG Workshop, LLC, 1955 N Wilmot Ave, Chicago, IL 60647; Phone: 773.697.4388; Email: Larry@LGWLA.com

Planner:

Surveyor: Daniel W. Walter, PLS, Compass Surveying Ltd, 2631 Ginger Woods Pkwy, Ste 100, Aurora, IL 60502; Phone: 630.820.9100; Email: admin@clsurveying.com

Other:

Signatures

Christopher Enright 09-02-2022

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

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

6BOYZ, LLC

By: Name: P. Gary Reece Its: Manager

OWNER: Print and Sign name **Date**

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

CHRISTOPHER ENRIGHT ARCHITECTS

A PROFESSIONAL CORPORATION

Elizabeth Maxwell, AICP, City Planner
Community Development
City of Crystal Lake, IL

RE: Belle Tire
6119 Northwest Highway
Crystal Lake, IL 60014

September 13, 2022

Ms. Maxwell,

We are pleased to present our proposal for Final PUD Amendment approval to the City of Crystal Lake for a new Belle Tire store to be located at 6119 Northwest Highway. This is the property currently occupied by Heartland Cabinet and Millwork, approximately 450 feet west of the US 14 (Northwest Highway) and Main Street intersection. Our proposal includes the demolition of the existing building and construction of a 10,000 square foot single story brick and cast stone veneer building with related infrastructure improvements.

For our proposed development, we are respectfully requesting approval for Final Planned Use Development (PUD) Amendment.

Belle Tire Introduction

Belle Tire, celebrating 100 years this year, is a company privately owned by the Barnes family headquartered in Allen Park, Michigan. The company was started by Mr. Sam Waze in 1922 who named the business after his wife, Belle. The Waze family eventually partnered with the Barnes family, who purchased the interests in the early 1960's and is now in the third generation of ownership. Currently, Belle employs more than 2,000 people and has over 130 locations in Michigan, Ohio, Indiana, and Illinois. Construction is currently underway in 13 locations (Romeoville, Orland Park, Montgomery, Elgin, Westmont, Melrose Park, Palatine, Bradley, Bloomingdale, Huntley, Carpentersville, Crestwood, and Batavia) with 9 recently opened (Villa Park, Naperville, Joliet, Shorewood, Aurora, Mokena, St. Charles, West Chicago, and Yorkville) in Illinois with 50 planned in 3 years.

Belle sells and installs passenger vehicle tires, various automotive parts and offers minor automotive repairs such as brakes, alignments, batteries, shocks and struts and oil changes. No major engine, transmission repair or body work is conducted in the facility. All repair and installation work will take place inside the building and though rare, if vehicles are left overnight, they are stored inside. All scrap tires are stored in a specifically designated area inside the facility and are picked up by Belle vehicles on a

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regular basis. All floor drains in the service area are connected to an oil / water separator to prevent any unapproved chemicals from reaching the sanitary system. No outdoor displays are used.

Sales staff and porters handle all customer vehicles for service, and customers are discouraged from entering the service area. A well-appointed customer lounge is provided for those who choose to wait for service and installation to be completed. Since the service doors are clear glass, staff will not use vehicle horns to alert staff to open doors. There are no outdoor annunciators, PA systems or other noxious exterior noise sources. Electric tire equipment will reduce any potential noise concerns. Belle Tire has created a significant in-house Property Management group that is responsible for all maintenance, repair and care of the property and building after construction. Should the City require to contact Belle for any reason, staff at headquarters is available 24 hours a day, seven days a week.

Hours of operation in all stores is Tuesday, Wednesday and Friday – 8:00 a.m. to 6:00 p.m., Monday and Thursday – 8:00 a.m.to 8:00 p.m., Saturday – 8:00 a.m. to 5:00 p.m. and closed on Sunday. This location anticipates a maximum employee shift of 10 to 15 employees on staff in various capacities. Business deliveries occur 2-3 times a week for approximately 30 minutes per visit.

The exterior of the facility is comprised of brick veneer, cast stone detailing, small continuous EIFS cornice, clear glazing and aluminum frame at the showroom, striated clear glazing and aluminum frame at the remaining inventory areas, and wall washing feature lighting at the perimeter of the building. All landscape, lighting and site elements meet or exceed City standards. One HVAC roof top unit is proposed and will be obscured by parapet walls and the proposed entry tower. All other roof elements such as plumbing vents, exhaust fans and the like will be obscured by the parapet walls at the rear portion of the building. The interior of the facility is completely suppressed with a NFPA approved sprinkler system.

We are looking forward to working with City staff on this new development.

Sincerely,

Christopher Enright, NCARB

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, DECEMBER 7, 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, Greenman, Gronow, Repholz, Skluzacek, Smith, and Teetsov were present. Mr. Atkinson was absent. Mr. Greenman welcomed Scott Smith to the Commission.

Elizabeth Maxwell, City Planner was present from Staff.

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

2022-209 – 6119 NORTHWEST HIGHWAY – BELLE TIRE – FINAL PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT, AND VARIATIONS

Final PUD Amendment to allow a new Auto Repair, Minor use for a tire store with a variation to the required setback for a parking lot and monument sign and Special Use Permit to allow parking in a different zoning district.

Branden Ferro with Enright Architects was present to represent the request. He shared that Belle Tire has been in business for over 100 years and they now have 130 stores across the country. The hours are 8:00 am to 8:00 pm. The employees use electronic tools not pneumatic so the use is very quiet. The old tires are recycled in Michigan. He noted they have concerns with condition number two about moving the sign back as they do not want it hit by vehicles.

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

Staff summarized the request and the variations for the parking lot setback and the sign setback.

Mr. Gronow liked the architecture and the signs look good on the building. He asked what the hardship was for the sign setback. Mr. Ferro said the existing sign is in the same location and they really do not have the ability to push the building back farther as it would encroach into the alley.

Ms. Teetsov asked him to work with staff on the sign location as the sight lines to the sidewalk could be an issue. This is a good upgrade to the site. She does not really like the blue color for the roof.

Mr. Smith said the nature of the hardship is just the site layout and size of the site. He sees that the sign is in line with the other signs along there, but that is not just a reason to continue the variations. He does see the concern with the people back up to the curb and hitting the sign. Mr. Ferro said Belle wants it 36 inches back so it is not hit.

Ms. Repholz said Belle Tire made huge gains with the landscape and this will make the site look nice. She also does not like the blue roof and would like them to use a more natural color. She said the safety of the sidewalk is more important than them repairing their sign. They could also make the sign smaller to keep it farther from the sidewalk and parking lot.

Mr. Skluzacek said he is okay with the architecture and likes everything else. It would be good if they could move the sign back.

Mr. Greenman summarized what the comments were and agreed with the discussion. He stated that the request meets the Findings of Fact.

Mr. Smith asked about them working with IDOT. Mr. Ferro said they are not altering the driveway, not adding stormwater to the system and not doing any work in the right-of-way so they will not need to receive IDOT approval.

Mr. Gronow made a motion to approve 2022-209 the Final Planned Unit Development, Special Use Permit and Variations for the Belle Tire at 6119 Northwest Highway with the following conditions, amending condition number two saying to continue to work with staff on the location of the sign:

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Enright, received 09/02/22).
   B. Elevations (Enright, dated 11/28/22, received 11/28/22)
   C. Site Plan (Enright Architects, dated 11/28/22, received 11/28/22)
   D. Sign Plan (Allen Industries, dated 09/08/22, received 11/28/22)
   E. Landscape Plan (LG Workshop, dated 11/28/22, received 11/28/22)
   F. Engineering Plans (Enright Architects, dated 11/28/22, received 11/28/22)
   G. Survey (Compass, dated 09/21/22, received 11/28/22)

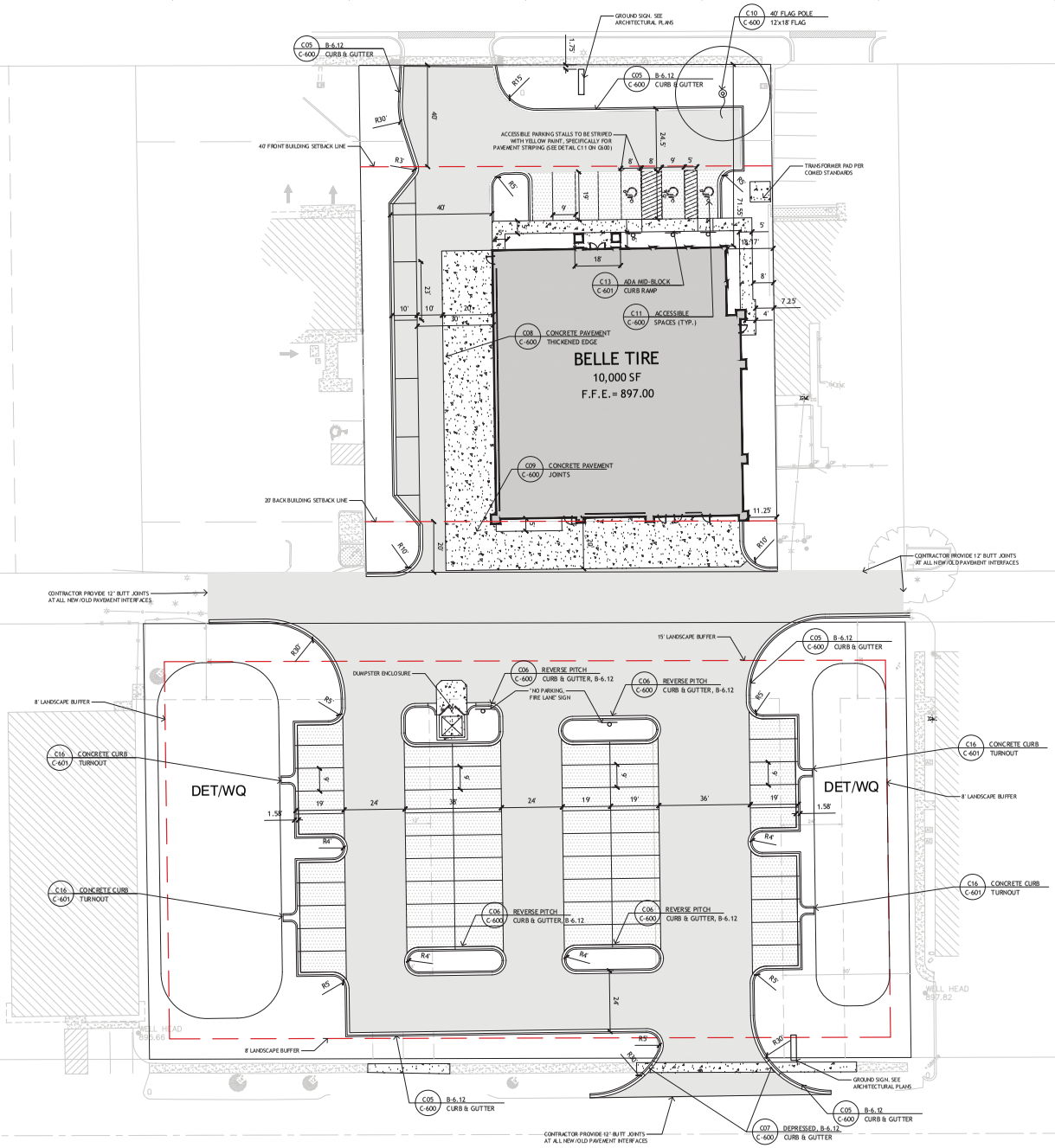
2. **Continue to work with staff to** locate the free-standing sign at the back of curb in the parking lot to provide as much distance from the sign to the sidewalk as possible. **(Amended by PZC)**

3. No vehicles shall be stored outside for more than 24 hours.

4. Flag signs are not permitted in Location A, the main commercial corridors. The flag pole cannot display signage. Flag poles are limited to 35 feet in height in the B-2 zoning district and any associated flags must be to scale for the pole (approximately 5'x8' up to 6' x 10').

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

Mr. Atkinson seconded the motion. On voice vote members Greenman, Gronow, Repholz, Skluzacek, Smith and Teetsov voted aye. Motion passed 6-0.



LEGEND

- C01 C-600 HEAVY DUTY ASPHALT PAVEMENT
- C02 C-600 LIGHT DUTY ASPHALT PAVEMENT
- C03 C-600 HEAVY DUTY CONCRETE PAVEMENT
- C04 C-600 CONCRETE SIDEWALK
- 1.5" HMA SURFACE COURSE, MIX "D", N50, PLACE ON TACK COAT (0.05-0.10 GAL/SY) IDOT SECTION 406

BID ALTERNATE #1: INSTALLATION OF REGULAR DUTY AND HEAVY DUTY CONCRETE PAVEMENT PER DETAILS ON SHEET C600 IN LIEU OF REGULAR DUTY AND HEAVY DUTY ASPHALT PAVEMENT, RESPECTIVELY, AS INDICATED HEREIN.

NOTES

1. REFER TO GENERAL NOTES ON SHEET C-001 AND C-002 FOR ADDITIONAL INFORMATION.
4. THE BASIS FOR THE GEOMETRIC LAYOUT IS THE EASTERN PROPERTY LINE.
5. DIMENSIONS ARE TO FACE OF CURB IN ALL PAVED AREAS, BACK OF CURB IN GRASS/LANDSCAPE AREAS AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
6. ANY CONTRACTOR DAMAGE TO EXISTING PAVEMENT OR CURBS TO REMAIN SHALL BE REMOVED AND RESTORED TO PROPOSED SPECIFICATIONS.
7. EXISTING CONDITIONS ARE AS SHOWN PER SURVEY BY OTHERS.

SITE SUMMARY

LOT SIZE:	±1.93 AC.
ZONING:	NORTH: B-2 PUD GENERAL COMMERCIAL SOUTH: M- MANUFACTURING
BUILDING SIZE:	10,003 SF.
BUILDING SETBACKS:	
FRONT	40 FT.
SIDE	0 FT.
REAR	20 FT.
PARKING SETBACKS:	
FRONT	20 FT.
SIDE	8 FT.
REAR	8 FT.
SURROUNDING ZONING:	NORTH = B-2 PUD GENERAL COMMERCIAL SOUTH = M- MANUFACTURING EAST = M- MANUFACTURING WEST = M- MANUFACTURING
MAX LOT COVERAGE (<65%):	65%
MAX F.A.R. (<80%):	10%

PARKING SUMMARY

MIN. SIZE:	9 FT. x 18 FT.
MIN. DRIVE WIDTH:	24 FT.
MIN. SPACES REQUIRED:	45 (3/BAY + 1/EMPLOYEE)
MAX. SPACES ALLOWED:	56 (125% OF REQ'D)
SPACES PROVIDED:	68
ADA SPACES REQUIRED:	3
ADA SPACES PROVIDED:	3
NO. OF PARKING STALLS:	68

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Project
Belle Tire
Crystal Lake, IL

6119 Northwest Hwy
Crystal Lake, IL 60014

Sheet
SITE PLAN

Issued for:
PERMIT: SEPTEMBER 13, 2022
CRYSTAL LAKE REVIEW #1: NOVEMBER 28, 2022

Project Number
21-980

Sheet No. / Rev.
C-200

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LANDSCAPE LEGEND

EXISTING TREE

PROPOSED SHADE TREE

PROPOSED EVERGREEN TREE

PROPOSED ORNAMENTAL TREE

PROPOSED LARGE SHRUB

PROPOSED MEDIUM SHRUB

PROPOSED EVERGREEN SHRUB

PROPOSED LOW SHRUB

PROPOSED ORNAMENTAL GRASS

PROPOSED PERENNIAL PLANTING

SODDED LAWN

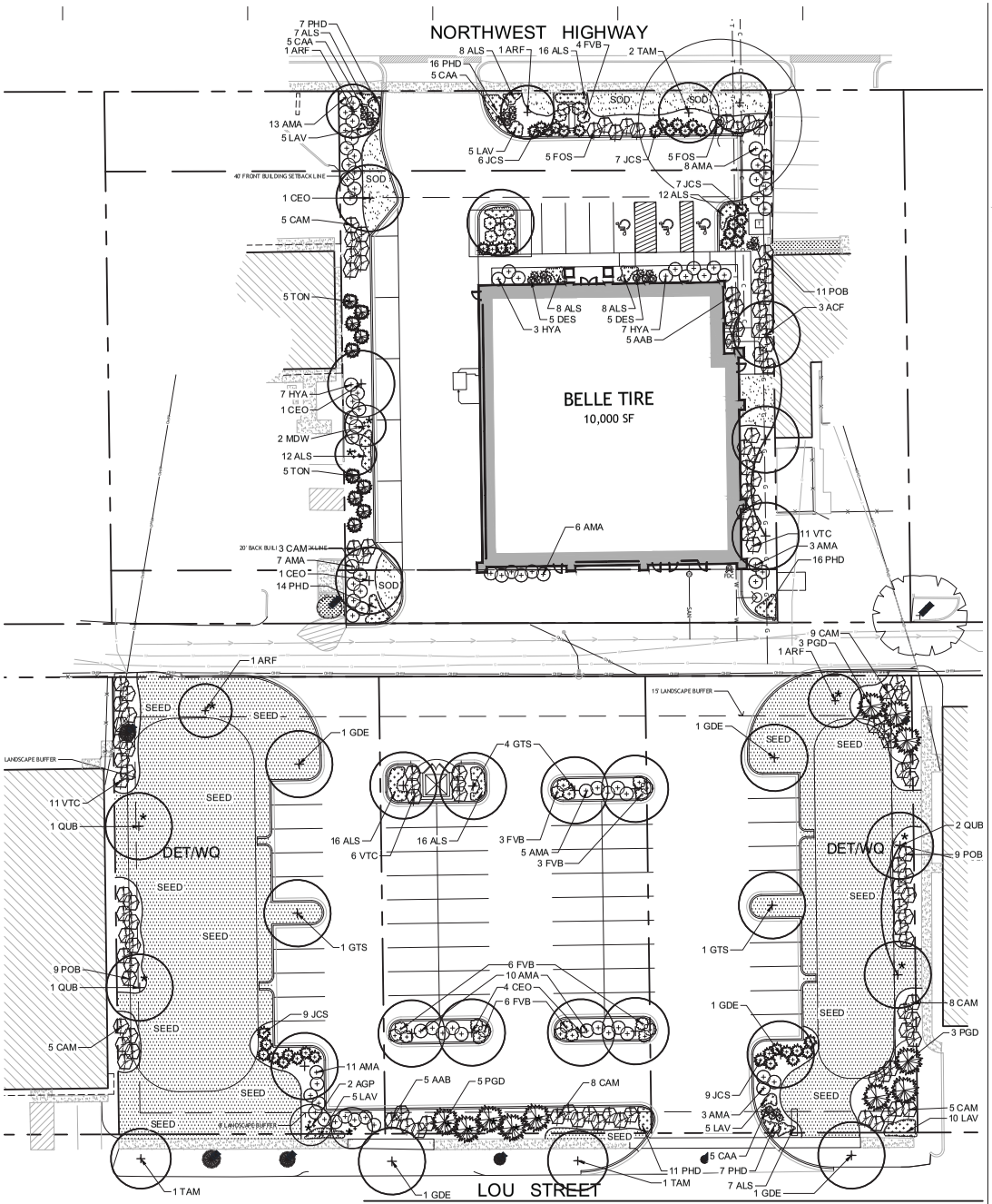
SEEDED LAWN

PLANT LIST

SYM	SIZE	QTY	BOTANICAL NAME	COMMON NAME	COMMENT
DECIDUOUS SHADE TREES					
ACF	2.5" CAL.	3	ACER FREEMANII 'SIENNA'	SIENNA GLEN MAPLE	B&B
ARF	2.5" CAL.	4	ACER RUBRUM 'FRANK JR.'	REDPOINTE RED MAPLE	B&B
CEO	2.5" CAL.	7	CELTIS OCCIDENTALIS	COMMON HACKBERRY	B&B
GDE	2.5" CAL.	6	GYMNOCLADUS DIOIC. 'ESPRESSO'	ESPRESSO KENTUCKY COFFEETREE	B&B
GTS	2.5" CAL.	7	GLEDITSIA TRIAC. INERM. 'SKYLINE'	SKYLINE HONEYLOCUST	B&B
QUB	2.5" CAL.	4	QUERCUS BICOLOR	SWAMP WHITE OAK	B&B
TAM	2.5" CAL.	4	TILIA AMERICANA 'MCKSENTRY'	AMERICAN SENTRYLINDEN	B&B
ORNAMENTAL TREES					
AGP	8' MULTI	2	AMELANCHIER GRAN. 'PRINCESS DI'	PRINCESS DIANA SERVICEBERRY	B&B
MDW	8' MULTI	2	MALUS 'DONALD WYMAN'	DONALD WYMAN CRABAPPLE	B&B
EVERGREEN TREES					
PGD	6' HT.	11	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	B&B
TON	6' HT.	10	THUJA OCCIDENTALIS 'NIGRA'	DARK GREEN ARBORVITAE	B&B
DECIDUOUS SHRUBS					
AAB	36" HT.	10	ARONIA ARBUT. 'BRILLIANTISSIMA'	BRILLIANT RED CHOKEBERRY	B&B
AMA	18" HT.	55	ARONIA MELANO. 'ELATA'	ELATA CHOKEBERRY	B&B
CAM	36" HT.	45	CORNUS ALBA 'ARGENTEO MARG.'	CREAM EDGE DOGWOOD	B&B
FOS	24" HT .	10	FORSYTHIA INTERMEDIA 'MINDOR'	SHOW OFF BORDER FORSYTHIA	B&B
FVB	18" W.	27	FORSYTHIA VIRID. 'BRONXENSIS'	BRONX FORSYTHIA	B&B
HYA	18" HT.	28	HYDRANGEA ARBOR. 'ANNABELLE'	ANNABELLE HYDRANGEA	B&B
POB	36" HT.	29	PHYSOCARPUS OPUL. 'DIABLO'	DIABLO NINEBARK	B&B
VTC	36" HT.	28	VIBURNUM TRILOBUM 'ALFREDO'	ALFREDO AMER.CRANBERRY BUSH	B&B
EVERGREEN SHRUBS					
JCS	18" HT.	42	JUNIP. CHIN. 'SEA GREEN'	SEA GREEN JUNIPER	B&B
ORNAMENTAL GRASSES					
CAA	#3 CONT.	18	CALAMAGROSTIS ACUT. 'STRICTUS'	STRICTUS FEATHER REED GRASS	
DES	#3 CONT.	10	DESCHAMPSIA CESPITOSA	TUFTED HAIR GRASS	
GROUNDCOVER / PERENNIALS					
ALS	#1 CONT.	110	ALLIUM TANGUT. 'SUMMER BEAUTY'	SUMMER BEAUTY WILD ONION	18" O.C.
LAV	#1 CONT.	30	LAVENDULA 'MUNSTEAD STRAIN'	MUNSTEAD ENGLISH LAVENDAR	24" O.C.
PHD	#1 CONT.	71	PHLOX DIVARICATA	BLUE PHLOX	15" O.C.
SOD	SQ. YD.	185	SODDED LAWN		
SEED	SQ. YD.	1843	SEEDED LAWN - BID ALTERNATE #1 BID AS SODDED LAWN.		

* INDICATES REPLACEMENT TREES - 13 TOTAL

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1 LANDSCAPE PLAN

SCALE 1"=20'

0' 10' 20' 40' 60'

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SEAL

LICENSED LANDSCAPE ARCHITECT
LARRY C. GLASSCOCK JR.
STATE OF ILLINOIS

EXPIRES 08/2023

Project
Belle Tire
Crystal Lake, IL

6119 Northwest Hwy
Crystal Lake, IL 60014

Issued for
PERMIT: SEPTEMBER 9, 2022
VILLAGE COMMENTS: NOV. 28, 2022

Project Number
21-980 LANDSCAPE PLAN PROJECT SITE

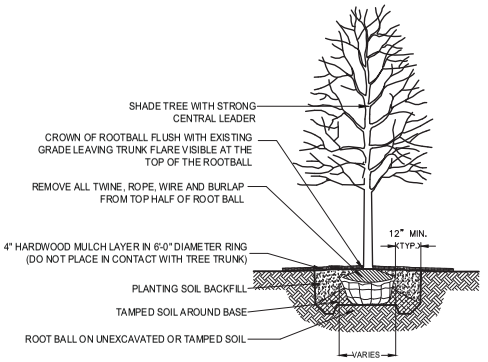
Sheet Number
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LANDSCAPE NOTES

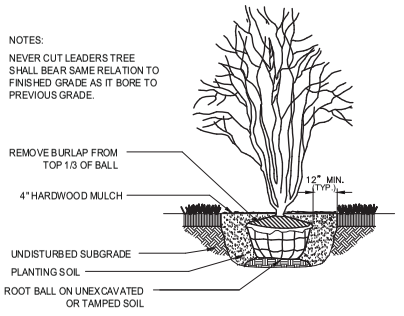
1. CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL PERMITS AND PERMISSIONS TO INSTALL THE PROPOSED IMPROVEMENTS
2. ALL LANDSCAPE MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE VILLAGE OF CRYSTAL LAKE LANDSCAPING CODES AND ZONING ORDINANCES.
3. PRIOR TO COMMENCING ANY WORK, CONTRACTOR SHALL HAVE DIGGERS HOTLINE LOCATE AND MARK ALL UNDERGROUND UTILITY FACILITIES AND LINES.
4. ALL PLANT MATERIALS (EXCEPT FOR GROUNDCOVER, ANNUALS, AND PERENNIALS) SHALL BE BALLED AND BURLAPPED STOCK AND MEET CURRENT STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S STANDARD FOR NURSERY STOCK (ANSI 260.1-1986) OR EQUAL. PLANT MATERIALS MUST BE SUPPLIED WITHIN A 150 MILE RADIUS OF PROJECT SITE WITHIN NORTHEAST ILLINOIS. CONTRACTOR MAY SUBSTITUTE CONTAINER STOCK FOR SHRUBS IF SIZES ARE EQUAL TO SPECIFIED B&B STOCK, WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT.
5. IF SPECIFIED PLANTS ARE NOT AVAILABLE AT THE TIME OF ORDERING, PLANTS WITH SIMILAR WHOLESALE VALUE AND LANDSCAPE CHARACTERISTICS MAY BE SUBSTITUTED UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT AND VILLAGE STAFF.
6. SOIL IN GROUNDCOVER BEDS SHALL BE AMENDED USING 2 INCHES OF MUSHROOM COMPOST INCORPORATED INTO THE TOP 4 INCHES OF SOIL.
7. DISTURBED AREAS TO RECEIVE SOD SHALL BE TILLED TO 6" DEPTH AND FINE GRADED TO PROVIDE SMOOTH BASE SURFACE. IF EXISTING SOIL IS A MAJORITY OF CLAY OR UNSUITABLE, 2" OF FINE GRADED TOPSOIL SHALL BE ADDED PRIOR TO TILLING. EXISTING SOD AREAS SHALL HAVE TURF REMOVED WITH AUTOMATED SODCUTTER OR HAND SPACE TO REMOVE ALL BLADES AND ROOTS. 1" OF FIND GRADED TOPSOIL SHALL BE TILLED AND GRADED.
8. TREE AND SHRUB BACKFILL MIXTURE SHALL BE 2 PARTS EXIST. NATIVE TOPSOIL AND 1 PART SPHAGNUM PEAT MOSS W/ DECOMPOSED MANURE.
9. ALL SHRUB BEDS AND GROUNDCOVER BEDS TO BE MULCHED WITH A MINIMUM OF 3 INCHES OF CLEAN DOUBLE SHREDDED BARK MULCH, COLOR BLACK, OVER A 4.1 OZ., WOVEN POLYPROPYLENE, NEEDLE-PUNCHED FABRIC WEED BARRIER, EXCEPT UNDER PERENNIAL AND ANNUAL FLOWERS.
10. NURSERY TAGS (SPECIES, SIZE) FOR ALL SHADE TREES SHALL REMAIN ATTACHED TO TREES UNTIL FINAL APPROVAL FROM MUNICIPALITY.
11. THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER A BONDED WRITTEN ONE-YEAR WARRANTY AGREEMENT (BEGINNING ON THE OWNER'S POSSESSION DATE). THIS AGREEMENT SHALL COVER MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL DEAD OR DAMAGED LANDSCAPING TO PRESERVE THE SAME QUANTITY AND QUALITY AS INITIALLY APPROVED.
12. SITE TO BE 100% IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM THAT IS DESIGN BUILD BY CONTRACTOR. CONTRACTOR SHALL UTILIZE HUNTER HYDROWISE MODEL -PHC WIFI IRRIGATION TIMERS.
13. TREES AND SHRUBS SHALL NOT BE LOCATED CLOSER THAN FIFTEEN (15) FEET TO STREETLIGHT, UTILITY POLE, OVERHEAD WIRES, FIRE HYDRANT, DRIVEWAY, OR ALLEY. ANY DISCREPANCY ON THE PLAN RELATED TO THESE PROXIMATE UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.

VILLAGE CALCULATIONS

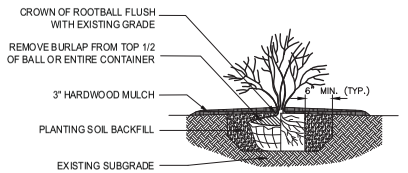
DESCRIPTION	REQUIREMENT	AREA / LENGTH	PROPOSED
TOTAL SITE		83,896 S.F. 1.93 ACRES	
TOTAL BUILDING		10,000 S.F.	
LANDSCAPE ISLANDS	1 ISLAND PER 10 PARKING SPACES	68 TOTAL SPACES = 7 ISLANDS	11 ISLANDS
PERIMETER LANDSCAPING	AN INTERESTING PATTERN REQUIRING ONE CANOPY, ORNAMENTAL OR EVERGREEN TREE AND 5 SHRUBS....ALONG EVERY 40 LINEAL FEET	WEST = 371 L.F. 10 TREES 50 SHRUBS EAST = 371 L.F. 10 TREES 50 SHRUBS	4 SHADE TREES 6 EVERGREEN TREES 59 SHRUBS 4 SHADE TREES 6 EVERGREEN TREES 64 SHRUBS
FOUNDATION LANDSCAPING	5' WIDE LANDSCAPE AREA AROUND ALL PERIMETERS OF BUILDINGS ...	419 L.F. OF BUILDING FACADE	124 L.F.. LIMITED ROOM BECAUSE OF OVERHEAD DOORS ON FACADE.
STREET TREES	TREES SHALL EQUAL OR EXCEED THE RATIO OF ONE (1) TREE FOR EACH FORTY (40) FEET OF STREET FRONTAGE	NORTH - RANDALL 162 L.F. = 4 TREES SOUTH - LOU ST. 300 L.F. = 8 TREES	4 TREES PROPOSED. 3 EXIST. TREES. 4 TREES PROPOSED. LIMITED ROOM BECAUSE OF CURB CUTS.



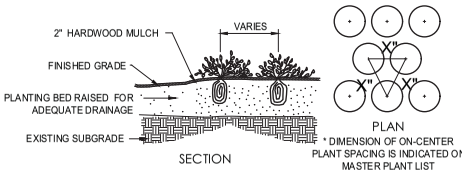
1 SHADE TREE PLANTING DETAIL — NOT TO SCALE



2 ORNAMENTAL TREE PLANTING DETAIL — NOT TO SCALE



3 SHRUB PLANTING DETAIL — NOT TO SCALE



4 PERENNIAL / ANNUAL PLANTING DETAIL — NOT TO SCALE

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SEAL



EXPIRES 08/2023

Project
Belle Tire
Crystal Lake, IL

6119 Northwest Hwy
Crystal Lake, IL 60014

Issued for
PERMIT: SEPTEMBER 9, 2022

Project Number
21-980

LANDSCAPE DETAILS & NOTES

Sheet Number
L.3

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SURVEY OF EXISTING TREES

BEST 1

TREE #	SIZE	SCIENTIFIC NAME	COMMON NAME	CONDITION	SP.GROUP	COMMENTS
101	6"	GLEDITSIA TRIAC. 'INERMIS'	HONEYLOCUST	2	A	REMOVE
102	9"	GLEDITSIA TRIAC. 'INERMIS'	HONEYLOCUST	2	A	PRESERVE
103	12"	GLEDITSIA TRIAC. 'INERMIS'	HONEYLOCUST	2	A	PRESERVE
104	14"	GLEDITSIA TRIAC. 'INERMIS'	HONEYLOCUST	2	A	PRESERVE
105	8"	PICEA PUNGENS	GREEN SPRUCE	1	B	REMOVE
106	7"	PICEA PUNGENS	GREEN SPRUCE	2	B	REMOVE
107	9"	GLEDITSIA TRIAC. 'INERMIS'	HONEYLOCUST	2	A	REMOVE
108	8"	PICEA PUNGENS	GREEN SPRUCE	1	B	REMOVE
109	5"	ACER RUBRUM	RED MAPLE	2	B	REMOVE
110	8"	GLEDITSIA TRIAC. 'INERMIS'	HONEYLOCUST	1	A	REMOVE
111	5"	ACER RUBRUM	RED MAPLE	3	B	REMOVE
112	7"	GLEDITSIA TRIAC. 'INERMIS'	HONEYLOCUST	2	A	REMOVE
113	13"	ULMUS PUMILA	SIBERIAN ELM	4	D	REMOVE, IN WIRES
114	5"	SYRINGA RETICULATA	JAP. TREE LILAC	1	B	REMOVE

TOTAL TREES REMOVED = 11
TOTAL CAL. INCHES REMOVED SPECIES GROUP A = 30 @ 50% DBH - REPLACE 15 CAL. INCHES
TOTAL CAL. INCHES REMOVED SPECIES GROUP B = 38 @ 30% DBH - REPLACE 11 CAL. INCHES
TOTAL CAL. INCHES REMOVED SPECIES GROUP D = 13 @ 5% DBH - REPLACE 1 CAL. INCH

TOTAL REQUIRED REPLACEMENTS = 27 CALIPER INCHES / 11 - 2.5" CAL. TREES
TOTAL PROPOSED REPLACEMENTS = 6 SHADE TREES 2.5" CAL.
5 EVERGREEN TREES 6' HT.
4 ORNAMENTAL TREES 8' HT.

TREE PROTECTION & REMOVAL LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

BARRIER FENCING TO BE INSTALLED

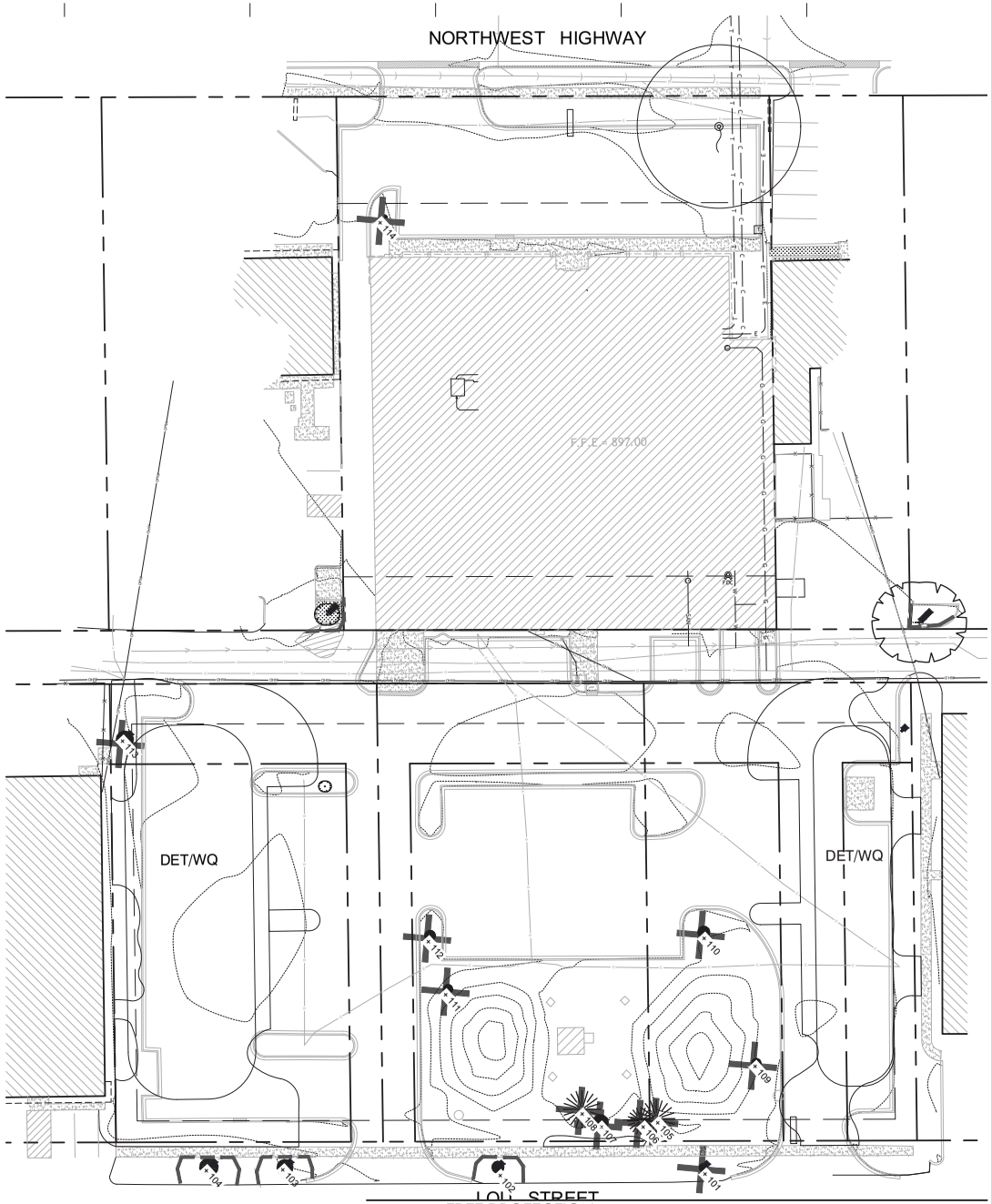
EXISTING VEGETATION DESCRIPTION

THE PROJECT SITE CONSISTS OF AN EXISTING SINGLE STORY RETAIL BUILDING AND ADJACENT PARKING LOT. 11 TREES ON THE SITE WILL HAVE TO BE REMOVED FOR DEVELOPMENT AND GRADING. 3 TREES WILL BE PRESERVED.

TREE PROTECTION & REMOVAL NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS AND PERMISSIONS TO PRUNE, REMOVE, AND/OR TRANSPLANT ANY TREES ON SITE.
2. DEAD AND DYING MATERIAL ON THE SITE SHALL BE REMOVED OR PRUNED. MATERIALS NOT LABELED ON THE PROTECTION PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR REMEDIATION.
3. DURING CONSTRUCTION EXISTING TREES OVER FOUR INCHES IN CALIPER SHALL BE PROTECTED WITH BARRIER FENCING.
4. BARRIER SHALL BE CONSTRUCTED OF A MIN. 3' TALL SNOW FENCE OR SIMILAR AND SUPPORT POSTS MIN. 6' O.C. AND SHALL BE ERECTED ONE FOOT BEYOND THE DRIP LINE OFF ALL EXISTING TREES ON SITE AND ADJACENT SITES TO REMAIN.
5. BARRIER FENCING SHOWN ON THE PLAN IS APPROXIMATE. CONTRACTOR SHALL ADJUST LOCATION OF BARRIER TO POSITION OUTLINED IN COMMENT 4.
6. NO EXCESS SOIL OR ADDITIONAL FILL, BUILDING MATERIALS OR DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE BARRIER.
7. NO VEHICLES OR HEAVY MACHINERY SHALL BE ALLOWED TO WORK WITHIN THE BARRIER AREA.
8. NO ATTACHMENTS OR WIRES, OTHER THAN PROTECTIVE GUY WIRES, SHALL BE ATTACHED TO ANY OF THE TREES WHICH ARE WITHIN PROTECTIVE BARRIER.
9. STUMPS OR TREE REMAINS NOT TO BE FULLY EXCAVATED SHALL BE REMOVEED. A STUMP GRINDER SHALL BE USED TO REMOVE ALL REMAINING ROOTS AND WOODY MATERIAL. WITHIN A 24" RADIUS OF THE TREE TRUNK TO MIN. 6" BELOW GRADE. DISTURBED AREA SHALL BE BACKFILLED WITH COMPACTED TOPSOIL TO MEET SURROUNDING GRADES.

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1 TREE PROTECTION & REMOVAL PLAN

SCALE 1"=20'
0' 10' 20' 40' 60'

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248.330.9395 (C)
cenright@enrightarchitects.com

LG Workshop LLC
Landscape Architecture
Site Planning
Illustration
2324 W. Armitage Avenue
Chicago, IL 60647
ph. 773.697.4388
www.LGWLA.com

SEAL

LICENSED LANDSCAPE ARCHITECT
LARRY C. GLASSCOCK JR.
157-001020
STATE OF ILLINOIS

EXPIRES 08/2023

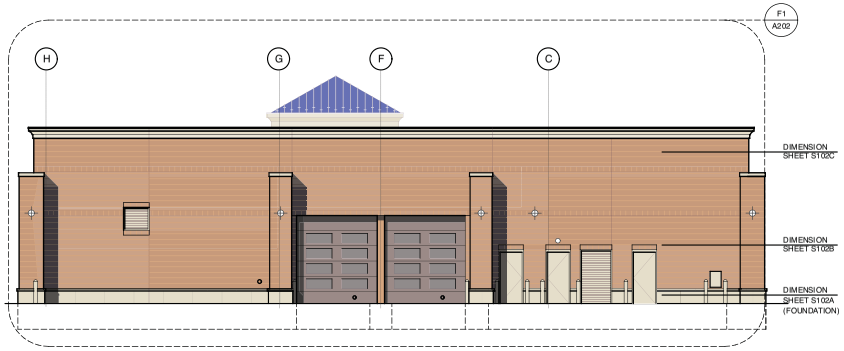
Project
Belle Tire
Crystal Lake, IL

6119 Northwest Hwy
Crystal Lake, IL 60014

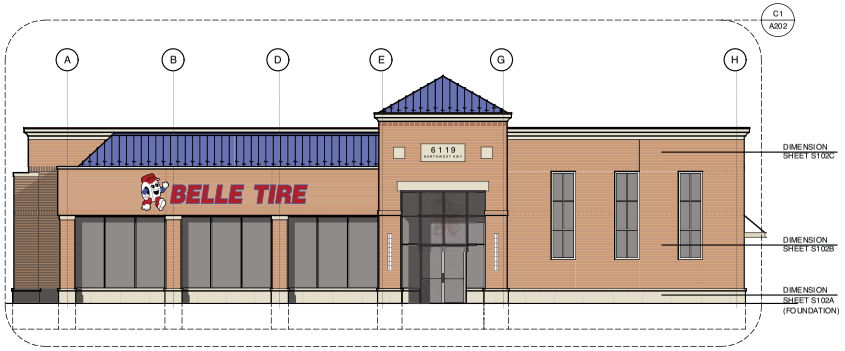
Issued for
PERMIT: SEPTEMBER 9, 2022

Project No. # or
21-980 TREE PROTECTION & REMOVAL PLAN

Sheet Number
L.1



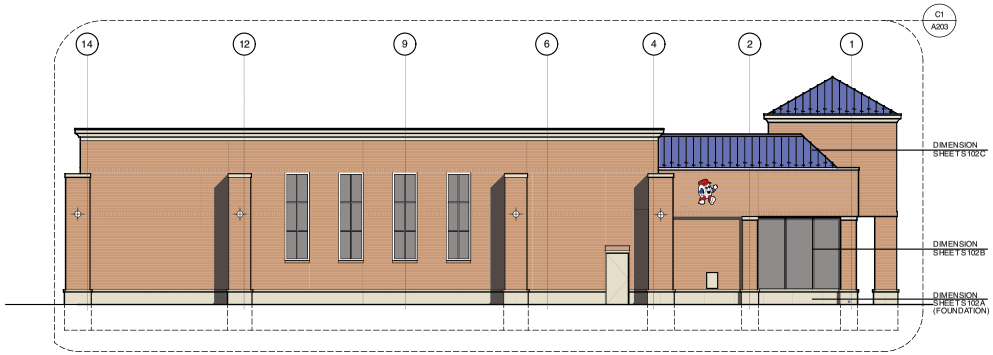
B1 / A201 South Elevation
SCALE: 1/8" = 1'-0"



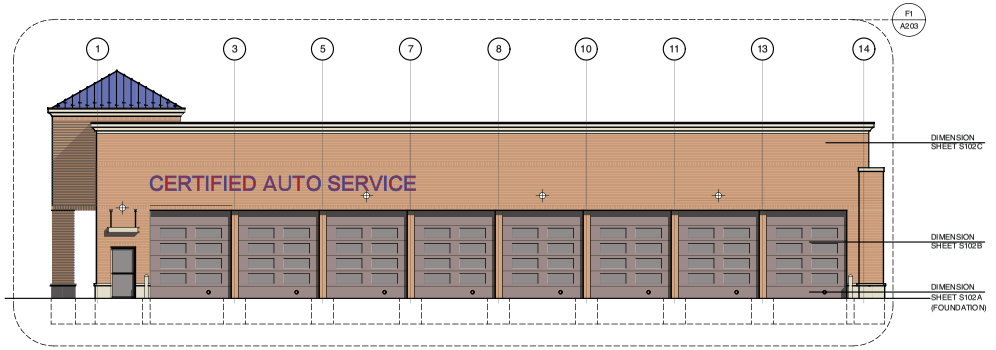
B6 / A201 North Elevation
SCALE: 1/8" = 1'-0"

MATERIALS:

MARK	MATERIAL	DESCRIPTION
EIFS-1	E.I.F.S.	STO-STOLIT 1.0 MOONLIT SAND 10611-64
B-1	FACE BRICK	HEARTLAND WOODBURY BY GLEN-GERY BRICK CO.
GL-1	GLAZING SYSTEM	GLAZING: 1" INSUL. - PPG SOLARBRAND 60 SOLAR CONTROL LOW ℄ CLEAR, LOW REFLECTIVE INSULATING GLASS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP. PROVIDE TEMPERED GLASS AS REQUIRED
GL-2	GLAZING SYSTEM	GLAZING: 3/8" TWIN WALL HONEYCOMB POLYCARBONATE PANELS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP.
MC-1	COPING	DURO-LAST 2 PIECE SNAP-ON METAL FASCIA - KYNAR FINISH - COLOR TO MATCH EIFS
PS-1	COPING	PRE-CAST CONCRETE STONE - BUFF SUBMIT SAMPLE FOR ARCHITECTS APPROVAL
P-1	PAINT	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL PRATT & LAMBERT / #7666 GRAY MATTERS SHERWIN WILLIAMS
P-2	PAINT	GRENADIER RED - PRATT & LAMBERT
P-3	PAINT	PAINT TO MATCH EIFS
P-4	PAINT	DRYFALL - BRILLIANT WHITE
P-5	PAINT	GENERAL WHITE - INDUSTRIAL ENAMEL PRATT & LAMBERT
P-7	PAINT	BLACK SEMI-GLOSS - ALL MANUFACTURERS
P-8	PAINT	HC-75 MARYVILLE BROWN



D5 / A201 East Elevation
SCALE: 1/8" = 1'-0"



F5 / A201 West Elevation
SCALE: 1/8" = 1'-0"

CHRISTOPHER ENRIGHT ARCHITECTS
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628 E. Parent Avenue
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CEL: 248.330.9395
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Consultants

Project

Belle Tire
6119 Northwest Hwy
Crystal Lake, IL 60014

City Submittal: September 13, 2022
City Re-Submittal: November 28, 2022

MARK DATE DESCRIPTION

PROJECT NO:
21-980
MODEL FILE:
Crystal Lake, Color_Elevations_3.0.pln

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SHEET TITLE
Building Elevations

A201

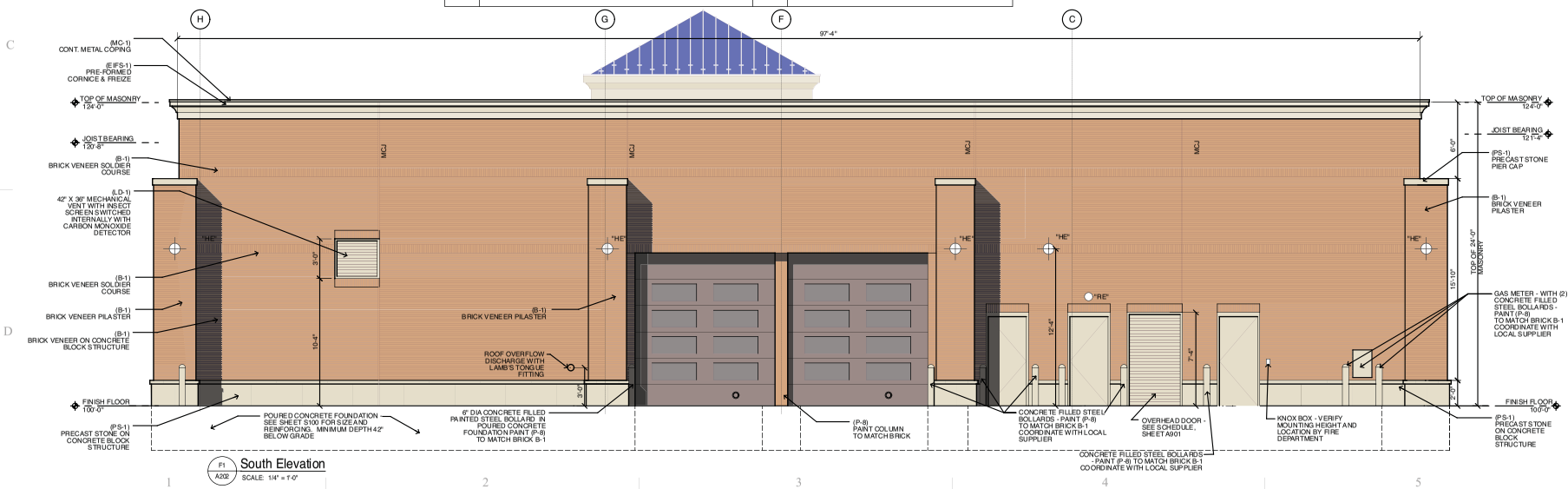
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C1 A202 North Elevation
SCALE: 1/4" = 1'-0"

EXTERIOR MATERIALS / COLORS

MARK	DESCRIPTION	MARK	DESCRIPTION
B-1	HEARTLAND WOODBURY BY GLEN-GERY BRICK CO.	PS-1	PRE-CAST STONE COLOR - BUFF. CONTRACTOR TO SUBMIT SAMPLE FOR ARCHITECT APPROVAL
EIFS-1	STO-STOLIT 1.0 MOONLIT SAND 10611-64	P-1	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL - PRATT & LAMBERT
MC-1	DURO-LAST / FIRESTONE 2 PIECE SNAP-ON METAL FASCIA - COLOR TO MATCH EIFS - KYNAR FINISH	P-2	GRENADIER RED - INDUSTRIAL ENAMEL - PRATT & LAMBERT
SSM-1	STANDING SEAM ROOF - REGAL BLUE" KYNAR FINISH	P-3	COLOR TO MATCH BRICK VENEER - TO BE DETERMINED
GL-1	GLAZING: STOREFRONT - 1" INSUL. - PPG SOLARBRAND 60 SOLAR CONTROL LOW "E" CLEAR, LOW REFLECTIVE INSULATING GLASS - IN BRONZE ANODIZED FRAMING SYSTEM (TO MATCH EXISTING, OR ARCHITECT APPROVED EQUAL) PROVIDE TEMPERED GLASS AS INDICATED ON A701	P-4	DRYFALL BRILLIANT WHITE - @ INTERIOR ROOF DECK ONLY
		P-5	GENERAL WHITE - INDUSTRIAL ENAMEL - PRATT & LAMBERT
GL-2	GLAZING: 3/8" TWIN WALL HONEYCOMB POLYCARBONATE PANELS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP.	P-6	SHERWIN WILLIAMS #7038 TONY TAUPE SATIN
		P-7	BLACK SEMI-GLOSS SHERWIN WILLIAMS - INDUSTRIAL ENAMEL
		P-8	BENJAMIN MOORE - "MARYVILLE BROWN" HC-75



F1 A202 South Elevation
SCALE: 1/4" = 1'-0"

CHRISTOPHER ENRIGHT ARCHITECTS
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CEL.: 248.330.9395
cenright@enrightarchitects.com

Consultants

Project

Belle Tire
6119 Northwest Hwy
Crystal Lake, IL 60014

City Submittal: September 13, 2022
City Re-Submittal: November 28, 2022

MARK DATE DESCRIPTION

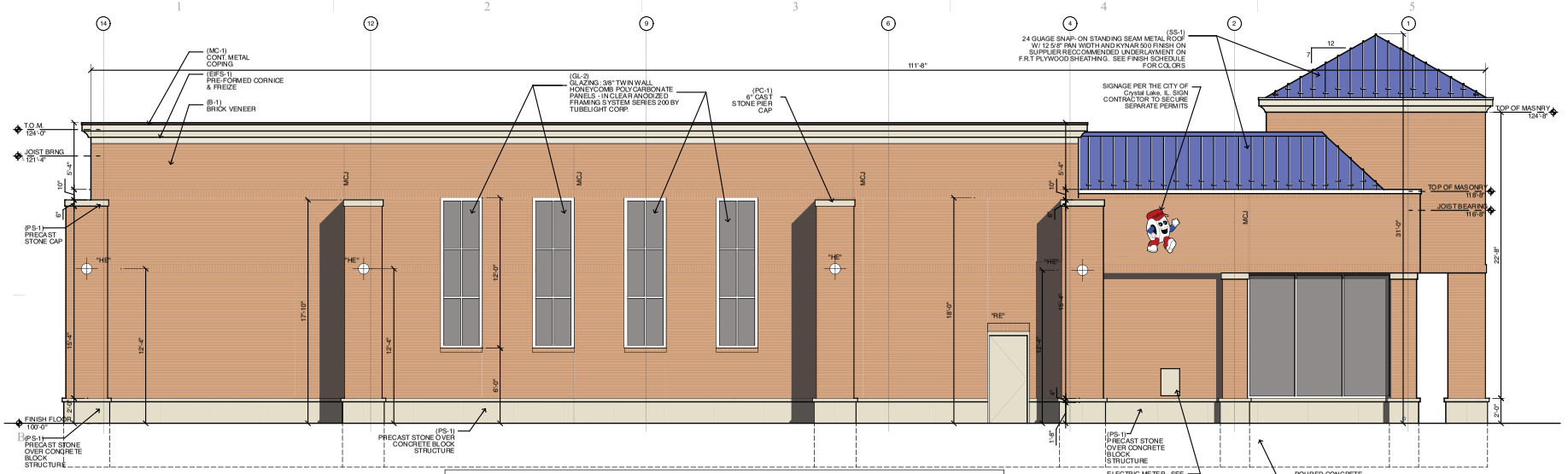
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21-980
MODEL FILE:
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SHEET TITLE
Building Elevations

A202

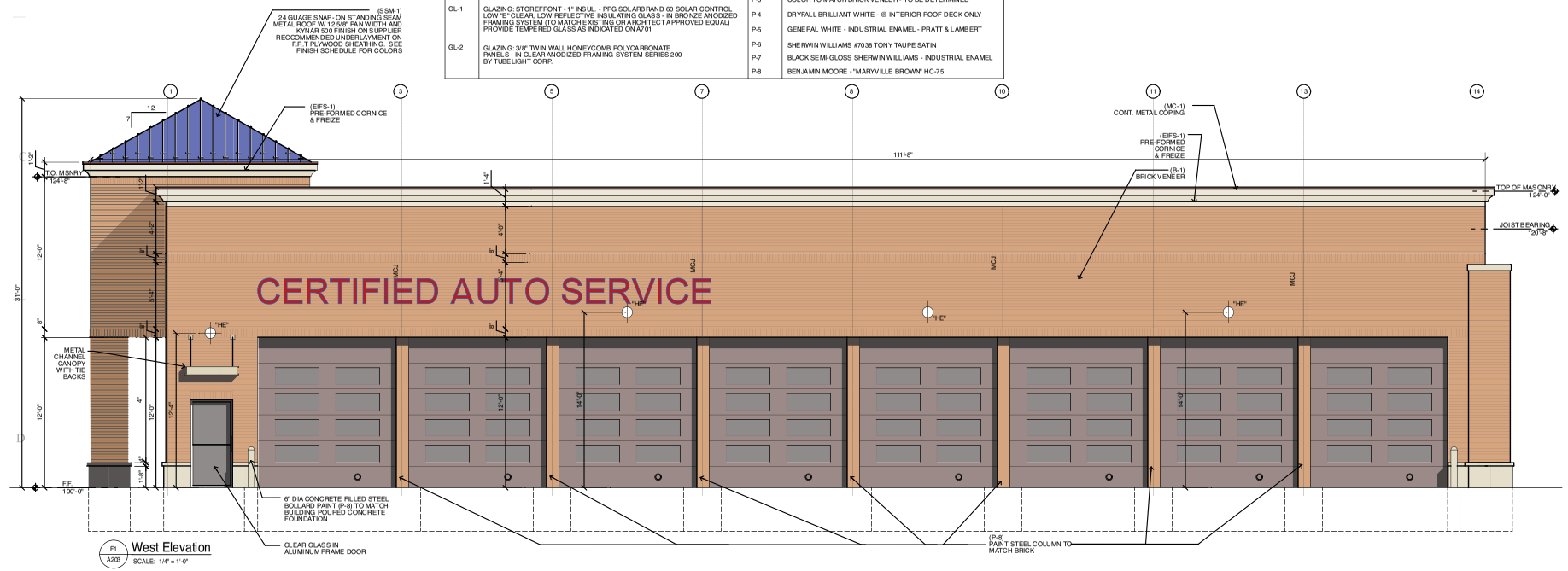
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C1 A203 East Elevation
SCALE: 1/4" = 1'-0"

EXTERIOR MATERIALS / COLORS

MARK	DESCRIPTION	MARK	DESCRIPTION
B-1	HEARTLAND WOODBURY BY GLEN-GERY BRICK CO.	PS-1	PRE-CAST STONE COLOR - BUFF. CONTRACTOR TO SUBMIT SAMPLE FOR ARCHITECT APPROVAL
EIFS-1	STO-STOLIT 1.0 MOONLIT SAND 10611-64	P-1	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL - PRATT & LAMBERT
MC-1	DURO-LAST / FIRESTONE 2 PIECE SNAP-ON METAL FASCIA - COLOR TO MATCH EIFS - KYNAR FINISH	P-2	GRENADIER RED - INDUSTRIAL ENAMEL - PRATT & LAMBERT
SSM-1	STANDING SEAM ROOF - REGAL BLUE" KYNAR FINISH	P-3	COLOR TO MATCH BRICK VENEER - TO BE DETERMINED
GL-1	GLAZING: STOREFRONT - 1" INSUL. - PPG SOLARBRAND 60 SOLAR CONTROL LOW "E" CLEAR, LOW REFLECTIVE INSULATING GLASS - IN BRONZE ANODIZED FRAMING SYSTEM (TO MATCH EXISTING OR ARCHITECT APPROVED EQUAL) PROVIDE TEMPERED GLASS AS INDICATED ON A701	P-4	DRYFALL BRILLIANT WHITE - @ INTERIOR ROOF DECK ONLY
		P-5	GENERAL WHITE - INDUSTRIAL ENAMEL - PRATT & LAMBERT
GL-2	GLAZING: 3/8" TWIN WALL HONEYCOMB POLYCARBONATE PANELS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP.	P-6	SHERWIN WILLIAMS #7038 TONY TAUPE SATIN
		P-7	BLACK SEMI-GLOSS SHERWIN WILLIAMS - INDUSTRIAL ENAMEL
		P-8	BENJAMIN MOORE - "MARYVILLE BROWN" HC-75



F1 A203 West Elevation
SCALE: 1/4" = 1'-0"

CHRISTOPHER ENRIGHT ARCHITECTS
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628 E. Parent Avenue
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Royal Oak, Michigan 48067
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Consultants

Project

Belle Tire
6119 Northwest Hwy
Crystal Lake, IL 60014

City Submittal: September 13, 2022
City Re-Submittal: November 28, 2022

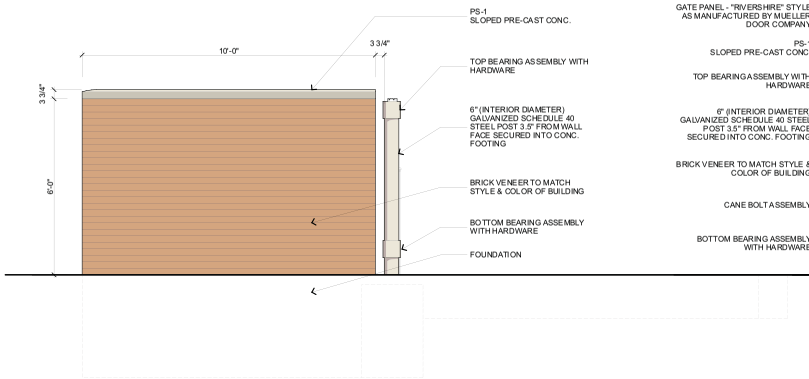
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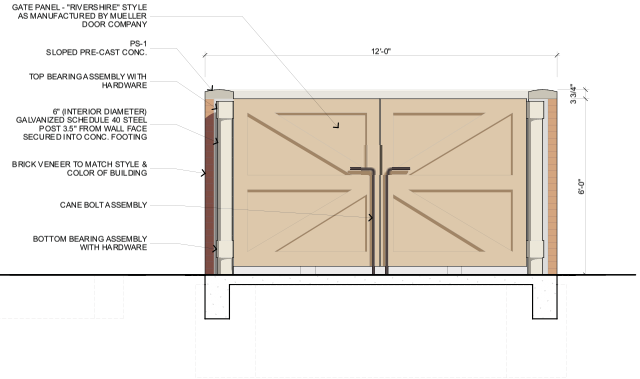
SHEET TITLE
Building Elevations

A203

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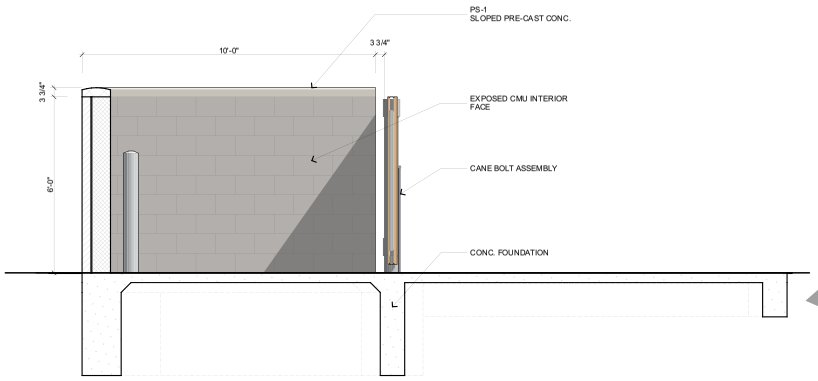
C1 / A204 Side Elevation
SCALE: 1/2" = 1'-0"



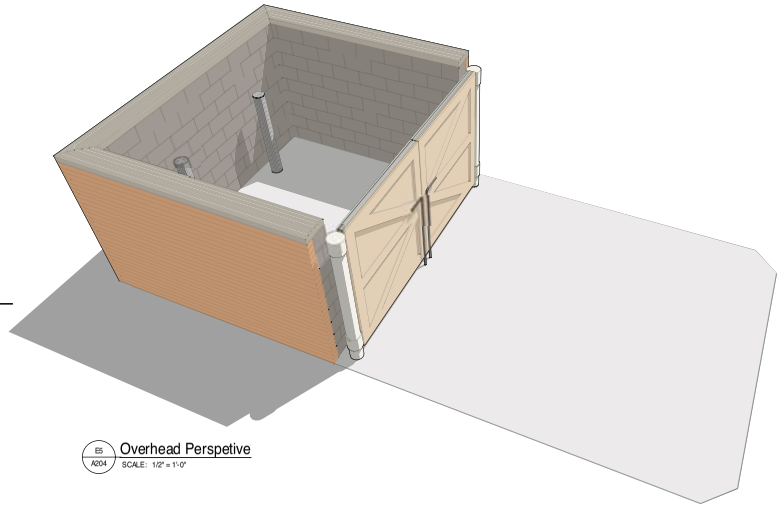
C5 / A204 Front Elevation
SCALE: 1/2" = 1'-0"

MATERIALS:

MARK	MATERIAL	DESCRIPTION
EIFS-1	E.I.F.S.	STO-STOLIT 1.0 MOONLIT SAND 10611-64
B-1	FACE BRICK	HEARTLAND WOODBURY BY GLEN-GERY BRICK CO.
GB-1	GLAZED BLOCK	TRENWYTH ASTRA-GLAZE-SW + SERIES -COLOR = FIRESTONE RED
GL	GLAZING SYSTEM	GLAZING: 1" INSUL. - PPG SOLARBRAND 60 SOLAR CONTROL LOW "E" CLEAR, LOW REFLECTIVE INSULATING GLASS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP. PROVIDE TEMPERED GLASS AS REQUIRED
MC-1	COPING	DURO-LAST 2 PIECE SNAP-ON METAL FASCIA - KYNAR FINISH - COLOR TO MATCH EIFS
PS-1	COPING	PRE-CAST CONCRETE STONE - BUFF SUBMIT SAMPLE FOR ARCHITECT'S APPROVAL
P-1	PAINT	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL PRATT & LAMBERT. / #7666 GRAY MATTERS SHERWIN WILLIAMS
P-2	PAINT	GRENADIER RED - PRATT & LAMBERT
P-3	PAINT	PAINT TO MATCH EIFS
P-4	PAINT	DRYFALL - BRILLIANT WHITE
P-5	PAINT	GENERAL WHITE - INDUSTRIAL ENAMEL PRATT & LAMBERT
P-7	PAINT	BLACK SEMI-GLOSS - ALL MANUFACTURERS
P-8	PAINT	HC-75 MARYVILLE BROWN



E1 / A204 Section Looking East
SCALE: 1/2" = 1'-0"



E5 / A204 Overhead Perspetive
SCALE: 1/2" = 1'-0"

Seal

LICENSED ARCHITECT
CHRISTOPHER VINCENT ENRIGHT
001-024653
STATE OF ILLINOIS

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Project

Belle Tire
6119 Northwest Hwy
Crystal Lake, IL 60014

City Submittal: September 13, 2022

MARK DATE DESCRIPTION

PROJECT NO:
21-980

MODEL FILE:
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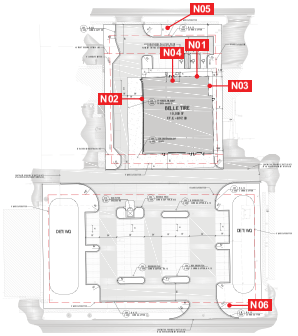
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SHEET TITLE
Dumpster

A204

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Site Plan





N01 5' Logo 30" BT Letters
North Elevation

CONCEPTUAL ONLY



Front Elevation 66.3 Sq Ft

Logo: Non-formal face/flush mounted to the building
Lighted Letters: Flush mounted to the building
Power Supplies: Remote located
Power: 120V primary power with disconnect supplied by others
Quantity: (1) LOGO/LETTERSET

Color Specifications
PMS 186 C - RGB 172/0/34 CMYK 21/100/100/17
PMS 294 C - RGB 0/68/147 CMYK 100/61/0/20
PMS Black C - RGB 0/0/0 CMYK 75/68/67/90
White

All paint finishes to be Satin unless otherwise specified



North Elevation
Scale: 3/32"=1'

Allen Industries 1-800-967-2553 www.allenindustries.com
Client: Belle Tire Site
Location: 6119 Northwest Hwy, Crystal Lake, IL 60014
Order#: 090622
Sheet #: 1 of 8
Site Name: BT_B2B0_Crystal Lake, IL_100
Designer: DB
Estimator: KW
Project Mgr: SS
Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

N02 24" CAS Letters
West Elevation

CONCEPTUAL ONLY



Front Elevation 58.8 Sq Ft
Scale: 1/2"=1'-0"

General Specifications
Face: 2.5% Red Acrylic Faces w/ 1" Black Jewelits
Returns: .040" Pre-Finished Black Coil Stock
Backs: .040" Aluminum
Illum: Red LEDs as required by manufacturer. Remote power supplies
Quantity: (1) SET OF LETTERS

Color Specifications
2.5% Red Acrylic
Black

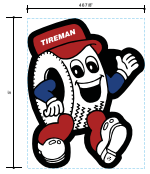


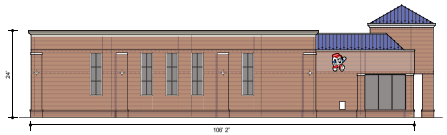
West Elevation
Scale: 1/32"=1'

Allen Industries 1-800-967-2553 www.allenindustries.com
Client: Belle Tire Site
Location: 6119 Northwest Hwy, Crystal Lake, IL 60014
Order#: 090622
Sheet #: 4 of 8
Site Name: BT_B2B0_Crystal Lake, IL_100
Designer: DB
Estimator: KW
Project Mgr: SS
Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

N03 5' Logo
East Elevation

CONCEPTUAL ONLY





Front Elevation 19.53 Sq Ft
Scale: 3/4"=1'-0"

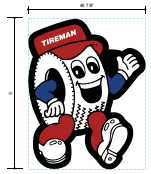
General Specifications
Face: .177" Polycarbonate Embossed Back Sprayed Face w/ 2" Black Jewelits
Returns: .063" Pre-Finished Black Coil Stock
Backs: .090" Aluminum
Illum: White LEDs as required by manufacturer. Remote power supplies
Quantity: (1) Logo Capsule

East Elevation
Scale: 3/32"=1'

Color Specifications
PMS 1805 C - RGB 172/31/64 CMYK 21/100/100/17
PMS 294 C - RGB 0/68/147 CMYK 100/61/0/20
PMS Black C - RGB 0/0/0 CMYK 75/68/67/90
White

All paint finishes to be Satin unless otherwise specified

Allen Industries 1-800-967-2553 www.allenindustries.com
Client: Belle Tire Site
Location: 6119 Northwest Hwy, Crystal Lake, IL 60014
Order#: 090622
Sheet #: 5 of 8
Site Name: BT_B2B0_Crystal Lake, IL_100
Designer: DB
Estimator: KW
Project Mgr: SS
Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

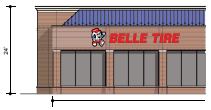


Front Elevation 19.53 Sq Ft
Scale: 3/4"=1'-0"

General Specifications
Face: .177" Polycarbonate Embossed Back Sprayed Face w/ 2" Black Jewelits
Returns: .063" Pre-Finished Black Coil Stock
Backs: .090" Aluminum
Illum: White LEDs as required by manufacturer. Remote power supplies
Quantity: (1) Logo Capsule

Color Specifications
PMS 1805 C - RGB 172/31/64 CMYK 21/100/100/17
PMS 294 C - RGB 0/68/147 CMYK 100/61/0/20
PMS Black C - RGB 0/0/0 CMYK 75/68/67/90
White

All paint finishes to be Satin unless otherwise specified



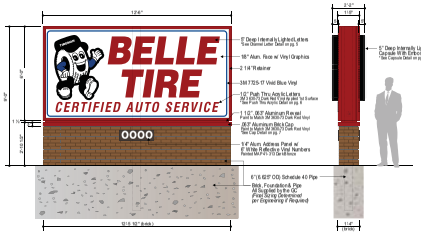
North Elevation
Scale: 3/32"=1'

Allen Industries 1-800-967-2553 www.allenindustries.com
Client: Belle Tire Site
Location: 6119 Northwest Hwy, Crystal Lake, IL 60014
Order#: 090622
Sheet #: 6 of 8
Site Name: BT_B2B0_Crystal Lake, IL_100
Designer: DB
Estimator: KW
Project Mgr: SS
Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

N05 D/F Monument - 78.2 sqft
Internal LED Illumination

CONCEPTUAL ONLY

DESIGN INTENT ONLY - Engineering Required to Meet Structural, Electrical & Installation Requirements



Base: 1/2" Alum. Face Painted White w/ 3M 7725-17 Vivid Blue Vinyl Applied 1st Surface

Legend "D" Deep Internally Illuminated Channel Letters w/ .040" Returns and .063" Backs. .177" Polycarbonate Embossed Red Sprayed Face w/ 1" Black Jewelits Attached to C-Channel Face via #14 x 1" Self-Drilling Screws

Copy "Belle Tire" 5" Deep Internally Illuminated Channel Letters w/ .040" Returns and .063 Backs. 2.5% Red Acrylic Faces w/ 1" Black Jewelits Attached to Cabinet Face via #8 x 1" Self-Drilling Screws

"Certified Auto Service" 3/4" Thick Internal Push Thru Acrylic w/ 3M 3630-73 Dark Red Vinyl Applied 1st Face

Cabinet 1" Deep SIGNCOMP Extruded Alum. Cabinet. Paint #16 05 2675 Paint to Match 3M 3630-73 Dark Red Vinyl. Satin Finish

Illum: White-Red LEDs as required by manufacturer. Remote power supplies

Quantity: (1) ONE CABINET PER LOCATION

Color Specifications
PMS 1805 C - RGB 172/31/64 CMYK 21/100/100/17
PMS 294 C - RGB 0/68/147 CMYK 100/61/0/20
PMS Black C - RGB 0/0/0 CMYK 75/68/67/90
2.5% Red Acrylic

Vinyl Specifications
3M 7725-17 Vivid Blue
3M 3630-73 Dark Red Vinyl
3M 680-10 Reflective White Vinyl

Paint Specifications
White
MAP 41-013 Dark Bronze
Paint to Match 3M 3630-73 Dark Red Vinyl #8 Satin Clear to prevent Fading

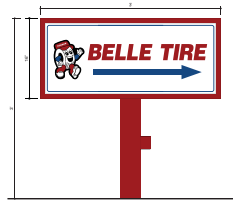
All paint finishes to be Satin unless otherwise specified

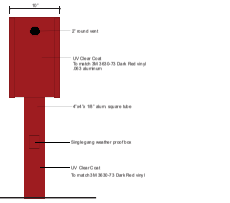
Allen Industries 1-800-967-2553 www.allenindustries.com
Client: Belle Tire Site
Location: 6119 Northwest Hwy, Crystal Lake, IL 60014
Order#: 090622
Sheet #: 7 of 8
Site Name: BT_B2B0_Crystal Lake, IL_100
Designer: DB
Estimator: KW
Project Mgr: SS
Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

N06 D/F Lighted Directional
With a 5' setback

CONCEPTUAL ONLY

DESIGN INTENT ONLY - Engineering Required to Meet Structural, Electrical & Installation Requirements





End Elevation
Scale: 1 1/2"=1'-0"

Front Elevation 4 Sq Ft
Scale: 1 1/2"=1'-0"

General Specifications
Cabinet: Internally illuminated double sided directional sign
Face: White Lexan faces
Paint: Clear coat on cabinet and pole
Graphics: To be removed or applied first surface
Power: 120V primary electrical feed with disconnect by others
Quantity: (1) Sign



Rear Detail
Scale: 1 1/2"=1'-0"

Color Specifications
3M 3630-97 Bristol Blue
3M 3630-73 Dark Red Vinyl
3M 7725-12 Black
White Lexan
Paint to Match 3M 3630-73 Dark Red Vinyl #8 Satin Clear to prevent Fading

All paint finishes to be Satin unless otherwise specified

Allen Industries 1-800-967-2553 www.allenindustries.com
Client: Belle Tire Site
Location: 6119 Northwest Hwy, Crystal Lake, IL 60014
Order#: 090622
Sheet #: 8 of 8
Site Name: BT_B2B0_Crystal Lake, IL_100
Designer: DB
Estimator: KW
Project Mgr: SS
Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Seal

LICENSED ARCHITECT CHRISTOPHER VINCENT ENRIGHT 001-024653 STATE OF ILLINOIS

CHRISTOPHER ENRIGHT ARCHITECTS
A PROFESSIONAL CORPORATION

628 E. Parent Avenue
Suite 100
Royal Oak, Michigan 48067
TEL: 248.258.6485
CEL: 248.330.9395
cenright@enrightarchitects.com

Consultants

Project

Belle Tire
6119 Northwest Hwy
Crystal Lake, IL 60014

City Submittal: September 13, 2022

City Re-Submittal: November 28, 2022

MARK DATE DESCRIPTION

PROJECT NO:
21-980

MODEL FILE:
Crystal Lake, Color_Elevations_3.0.pln

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SHEET TITLE
Sign Plan

A001

\Volumes\enright\Shared\Projects_Belle Tire\21-980_BT_IL_Crystal Lake\5_Disciplines-Design\Architectural\CAD_SD\Crystal Lake_Color_Elevations_3.0.pln

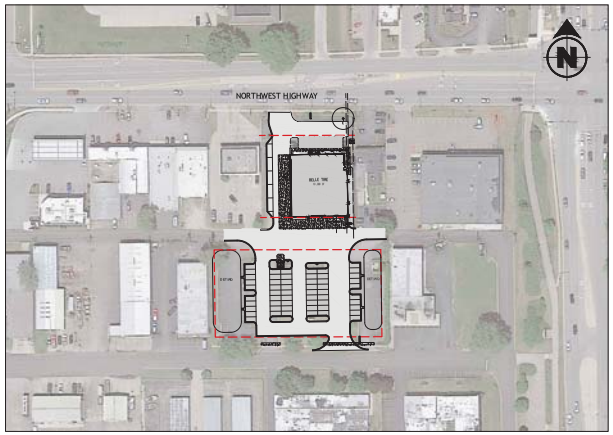
PRELIMINARY ENGINEERING PLANS

BELLE TIRE

6119 NORTHWEST HIGHWAY
CITY OF CRYSTAL LAKE, ALGONQUIN TOWNSHIP, McHENRY COUNTY, ILLINOIS
S8 T43N R8E



VICINITY MAP
NO SCALE



LOCATION MAP
NO SCALE

ADD/REV NO.	DATE	SHEET NUMBER	SHEET TITLE
	11/28/2022	C-000	COVER SHEET
	9/21/2022	ALTA (1 OF 2)	ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
	9/21/2022	ALTA (2 OF 2)	ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
	11/28/2022	C-001	GENERAL NOTES
	11/28/2022	C-002	CRYSTAL LAKE NOTES
	11/28/2022	C-100	DEMOLITION PLAN
	11/28/2022	C-200	SITE PLAN
	11/28/2022	C-300	GRADING PLAN
	11/28/2022	C-301	EROSION & SEDIMENT CONTROL PLAN
	11/28/2022	C-302	EROSION & SEDIMENT CONTROL DETAILS
	11/28/2022	C-303	EROSION & SEDIMENT CONTROL DETAILS
	11/28/2022	C-400	UTILITY PLAN
	11/28/2022	C-600	DETAILS
	11/28/2022	C-601	DETAILS
	11/28/2022	C-602	DETAILS
	11/28/2022	C-603	DETAILS
	11/28/2022	L.1	TREE PROTECTION & REMOVAL PLAN
	11/28/2022	L.2	LANDSCAPE PLAN PROJECT SITE
	11/28/2022	L.2	LANDSCAPE DETAILS & NOTES
	11/28/2022	1 OF 1	PHOTOMETRICS PLAN

PROJECT TEAM

OWNER/DEVELOPER/APPLICANT
CHRISTOPHER ENRIGHT ARCHITECTS
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ROYAL OAK, MI 48067
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PHONE: 815.210.1996

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628 E. PARENT AVE, SUITE 100
ROYAL OAK, MI 48067
CONTACT: CHRIS ENRIGHT, NCARB
PHONE: 248.258.6485

LAND SURVEYOR
COMPASS SURVEYING LTD
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
CONTACT: DANIEL WALTER, PLS
PHONE: 630.820.9100

LEGAL DESCRIPTION

PARCEL 1: LOT B IN JOHN E. SHERMAN'S RE-SUBDIVISION, BEING A RE-SUBDIVISION OF THE WEST HALF OF LOT 3 AND ALL OF LOTS 4 AND 5 IN JOHN PFEIFFER'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1987 AS DOCUMENT NO. 87R8671, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2: LOTS 13, 14 AND 15 IN JOHN PFEIFFER'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1952 AS DOCUMENT NUMBER 257142, IN BOOK 11 OF PLATS, PAGE 62, IN MCHENRY COUNTY, ILLINOIS.

AGENCY/UTILITY CONTACTS

CITY OF CRYSTAL LAKE
BUILDING AND ZONING:
100 W. WOODSTOCK ST.
PAUL WALTER
CAPITAL ENGINEER
815.356.3605

PUBLIC WORKS:
100 W. WOODSTOCK ST.
CRYSTAL LAKE, IL 60014
MICHAEL MAGNUSON
815.356.3614

ENGINEERING:
c/o VILLAGE OF CRYSTAL LAKE
ABBY WILGREEN
CITY ENGINEER
AWILGREEN@CRYSTALLAKE.ORG
815.459.2020

FIRE DEPARTMENT
CRYSTAL LAKE FIRE DEPARTMENT
100 W. WOODSTOCK ST.
CRYSTAL LAKE, IL 60014
PAUL DERAEDT
FIRE RESCUE CHIEF
815.356.3640

SEWER & STORM WATER PROVIDER
CRYSTAL LAKE PUBLIC WORKS
100 W. WOODSTOCK ST.
CRYSTAL LAKE, IL 60014
MICHAEL MAGNUSON
815.356.3614

UTILITIES
WATER:
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ABBY WILGREEN
AWILGREEN@CRYSTALLAKE.ORG
815.459.2020

GAS:
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GASMAPS@NICOR.COM
888.642.6748

ELECTRIC:
COMED
800.334.7661

TELECOM:
AT&T
G11629@ATT.COM
800.288.2020

COMCAST
MARTHA GIERAS
MARTHA_GIERAS@COMCAST.COM
866.594.1234

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

JULIE Call Before You Dig ILLINOIS ONE-CALL SYSTEM

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Seal

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cenright@enrightarchitects.com

Consultant

Project

Belle Tire
Crystal Lake, IL

6119 Northwest Hwy
Crystal Lake, IL 60014

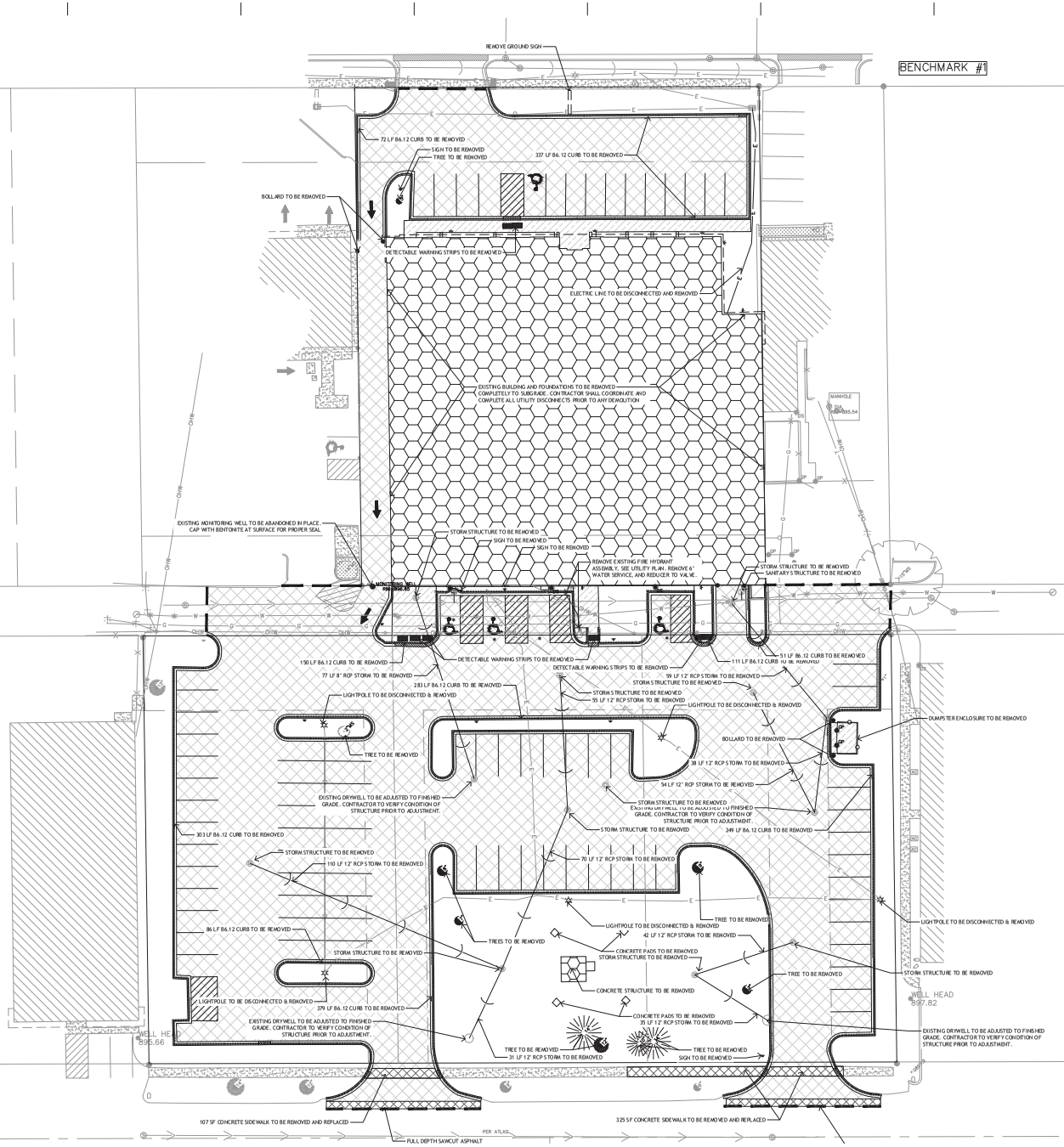
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COVER SHEET

Issued for:
PERMIT: SEPTEMBER 13, 2022
CRYSTAL LAKE REVIEW #1: NOVEMBER 28, 2022

Project Number
21-980

Sheet No./Rev.
C-000



0 20 40
1" = 20'

LEGEND

- FULL DEPTH ASPHALT PAVEMENT REMOVAL
- SAWCUT CLEAN LINES AND MILL 1½" ASPHALT PAVEMENT FOR OVERLAY
- CURB LINE REMOVAL
- FULL DEPTH SAWCUT LINE

NOTES

1. REFER TO GENERAL NOTES ON SHEET C-001 AND C-002 FOR ADDITIONAL INFORMATION.
2. CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION COMPLETELY. STRIP TOPSOIL COMPLETELY AND STOCKPILE FOR REDISTRIBUTION. SEE EROSION CONTROL PLANS.
3. ANY UNSUITABLE SOILS IN STRUCTURAL FILL ARE AS SHALL BE ADDRESSED PER THE GEOTECHNICAL REPORT RECOMMENDATIONS.
4. DIMENSIONS ARE TO FACE OF CURB.
5. ANY CONTRACTOR DAMAGE TO EXISTING PAVEMENT OR CURBS TO REMAIN SHALL BE REMOVED AND RESTORED TO PROPOSED SPECIFICATIONS.
6. EXISTING CONDITIONS ARE AS SHOWN PER SURVEY BY OTHERS. REFER TO SHEETS ALTA 1 OF 2 AND ALTA 2 OF 2.

REFERENCE BENCHMARKS

REFERENCE BENCHMARK:
McHENRY COUNTY STATION NUMBER 69 34
DESIGNATION: CRYSTAL LANE - 2A

DATUM: NAVD88
ELEVATION = 928.35

SITE BENCHMARKS:

SITE BENCHMARK #1

CROSS CUT ON SOUTHEAST CORNER OF TRAFFIC SIGNAL MANHOLE LOCATED NEAR THE NORTHEAST CORNER OF SITE.

ELEVATION = 895.60

SITE BENCHMARK #2

NORTHWEST BONNET BOLT ON FIRE HYDRANT ALONG THE NORTH SIDE OF HIGHLAND PARKWAY (U.S. ROUTE 14) ACROSS FROM SITE.

ELEVATION = 897.52

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CHRISTOPHER ENRIGHT ARCHITECTS
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Project
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Crystal Lake, IL

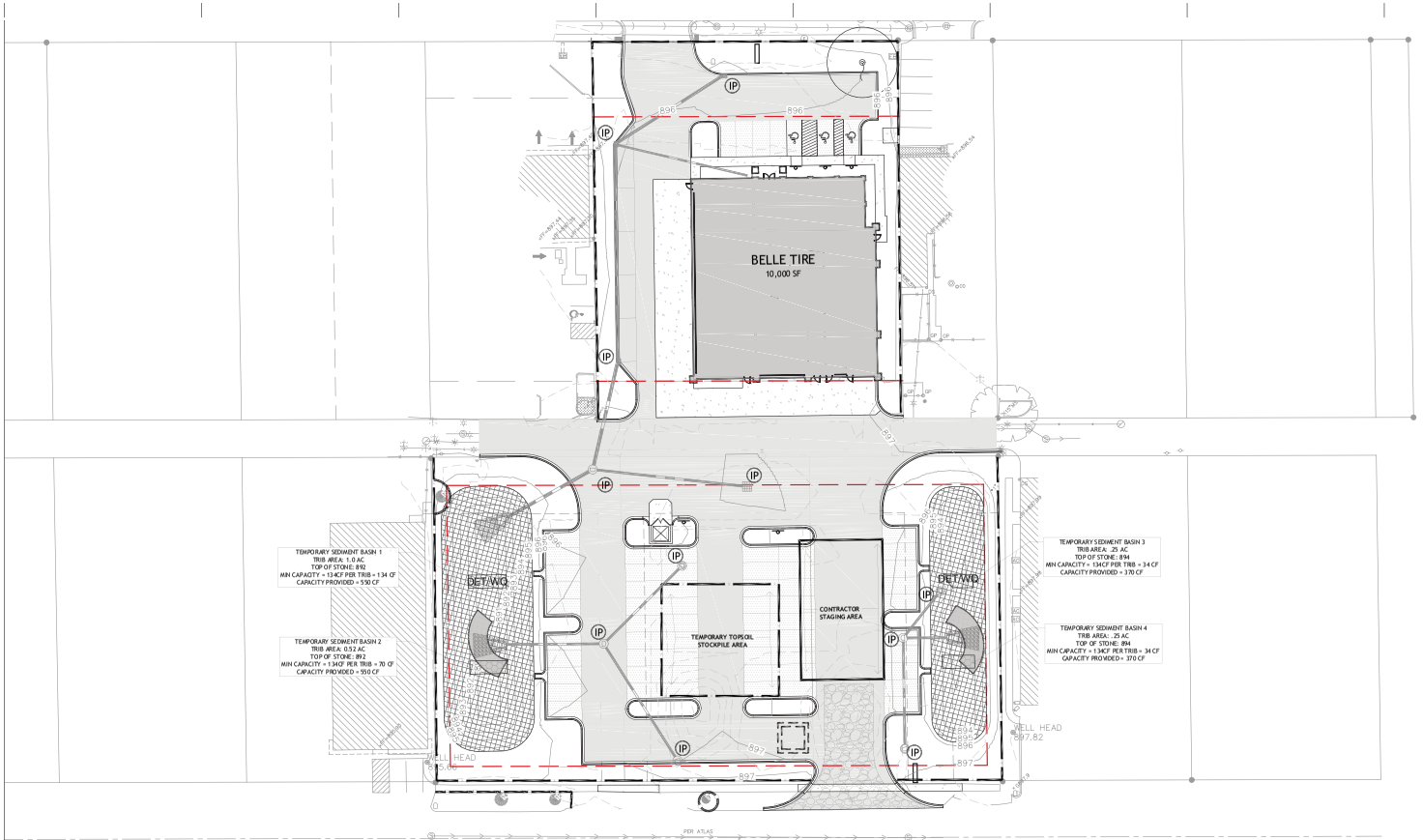
6119 Northwest Hwy
Crystal Lake, IL 60014

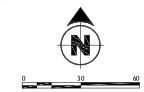
Sheet
DEMOLITION PLAN

Issued for:
PERMIT: SEPTEMBER 13, 2022
CRYSTAL LAKE REVIEW #1: NOVEMBER 28, 2022

Project Number
21-980

Sheet No. #
C-100





LEGEND

- IS1 C-301 — SILT FENCE
- IS2 C-301 — CONSTRUCTION ENTRANCE
- IS3 C-301 — CONCRETE WASHOUT
- IS4 C-301 — RIP RAP
- IS5 C-301 — CULVERT INLET PROTECTION
- IS6 C-301 — DROP INLET PROTECTION
- IS7 C301 — EROSION CONTROL BLANKET
- IS8 C301 — TEMPORARY SEDIMENT BASIN
- IS10 C301 — TREE PROTECTION FENCING

GENERAL NOTES

1. ALL EROSION CONTROL PRACTICES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL STANDARDS AND SPECIFICATIONS AND ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS.
2. IT IS THE CONTRACTORS RESPONSIBILITY TO KEEP, MAINTAIN AND PROVIDE THE PROPER INSPECTION DOCUMENTATION FOR THE STORMWATER POLLUTION PREVENTION PLAN.
3. THE AUTHORITY HAVING JURISDICTION MAY INSPECT THE SITE AND REQUIRE ADDITIONAL EROSION CONTROL MEASURES TO BE INSTALLED BY AND AT THE SOLE COST TO THE CONTRACTOR.
4. ALL GRADES SHOWN ON THIS PLAN ARE FINISHED PAVEMENT OR TOP OF GROUND GRADES. ALL LANDSCAPE AND GRASS AREAS SHALL HAVE A MINIMUM OF 6" OF TOPSOIL.
5. REFER TO THE LANDSCAPE PLAN FOR ALL FINAL STABILIZATION MEASURES AND PLANT MATERIALS.

CRYSTAL LAKE NOTES

1. CONTROL MEASURES SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE ILLINOIS URBAN MANUAL UNLESS STATED OTHERWISE. (AMENDED 11-17-2020 BY COR. NO. 7671)
2. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. AREAS OF THE DEVELOPMENT SITE THAT ARE NOT TO BE DISTURBED SHALL BE PROTECTED FROM CONSTRUCTION TRAFFIC OR OTHER DISTURBANCE UNTIL FINAL STABILIZATION IS ACHIEVED.
3. SOIL STABILIZATION MEASURES SHALL CONSIDER THE TIME OF YEAR, DEVELOPMENT SITE CONDITIONS AND THE USE OF TEMPORARY OR PERMANENT MEASURES.
4. STABILIZATION BY SEEDING SHALL INCLUDE TOPSOIL PLACEMENT AND FERTILIZATION, AS NECESSARY.
5. NATIVE SEED MIXTURES SHALL INCLUDE RAPID GROWING ANNUAL GRASSES OR SMALL GRAINS TO PROVIDE INITIAL, TEMPORARY SOIL STABILIZATION.
6. OFF-SITE PROPERTY SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. VELOCITY DISSIPATION DEVICES SHALL BE PLACED AT CONCENTRATED DISCHARGE LOCATIONS AND ALONG THE LENGTH OF ANY OUTFALL CHANNEL, AS NECESSARY TO PREVENT EROSION.
7. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE DISTURBANCE OF TRIBUTARY AREAS.
8. STABILIZATION OF DISTURBED AREAS SHALL BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE DEVELOPMENT SITE, OR TEMPORARILY CEASED ON ANY PORTION OF THE DEVELOPMENT SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING FOURTEEN CALENDAR DAYS. STABILIZATION OF THE DISTURBED AREAS SHALL BE INITIATED WITHIN ONE CALENDAR DAY AFTER THE CESSATION OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NOT LATER THAN FOURTEEN CALENDAR DAYS AFTER THE INITIATION OF STABILIZATION WORK IN AN AREA. EXCEPTIONS TO THESE TIMEFRAMES ARE SPECIFIED BELOW:
   A. WHERE THE INITIATION OF STABILIZATION MEASURES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE; AND
   B. IN AREAS WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED AND WILL RESUME AFTER 14 DAYS, A TEMPORARY STABILIZATION METHOD MAY BE USED.
9. DISTURBANCE OF STEEP SLOPES SHALL BE MINIMIZED. AREAS OR EMBANKMENTS HAVING SLOPES STEEPER THAN 3:1 SHALL BE STABILIZED WITH STAKED IN-PLACE SOD, EROSION CONTROL BLANKETS IN COMBINATION WITH SEEDING, OR AN EQUIVALENT CONTROL MEASURE.
10. PERIMETER CONTROL MEASURES SHALL BE PROVIDED DOWNSLOPE AND PERPENDICULAR TO THE FLOW OF RUNOFF FROM DISTURBED AREAS, WHERE THE TRIBUTARY AREA IS GREATER THAN ½ ACRE PER 100 LINEAR FEET, AND WHERE RUNOFF WILL FLOW IN A SHEET FLOW MANNER. PERIMETER EROSION CONTROL SHALL ALSO BE PROVIDED AT THE BASE OF SOIL STOCKPILES.
11. THE STORMWATER MANAGEMENT SYSTEM SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION DOWNSLOPE FROM DISTURBED AREAS. INLET PROTECTION THAT REDUCES SEDIMENT LOADING, WHILE ALLOWING RUNOFF TO ENTER THE INLET, SHALL BE REQUIRED FOR ALL STORM SEWERS. CHECK DAMS, OR AN EQUIVALENT CONTROL MEASURE, SHALL BE REQUIRED FOR ALL CHANNELS. FILTER FABRIC INLET PROTECTION AND STRAW BALE DITCH CHECKS ARE NOT ACCEPTABLE CONTROL MEASURES.
12. IF DEWATERING SERVICES ARE USED, DISCHARGES SHALL BE ROUTED THROUGH AN EFFECTIVE SEDIMENT CONTROL DEVICE OR BMP PRIOR TO ENTERING A STORM SEWER, CHANNEL, OR STREAM. THE ENFORCEMENT OFFICER SHALL BE NOTIFIED PRIOR TO THE COMMENCEMENT OF DEWATERING ACTIVITIES.
13. ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL STABILIZATION OF THE DEVELOPMENT SITE IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NECESSARY. TRAPPED SEDIMENT SHALL BE REMOVED AND DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED.
14. STOCKPILED SOIL AND MATERIALS SHALL BE REMOVED FROM FLOOD HAZARD AREAS AT THE END OF EACH WORK DAY. SOIL AND MATERIALS STOCKPILED IN WMC OR BUFFER AREAS SHALL BE PLACED ON TIMBER MATS, OR AN EQUIVALENT CONTROL MEASURE.
15. EFFECTIVE CONTROL MEASURES SHALL BE UTILIZED TO MINIMIZE THE DISCHARGE OF POLLUTANTS FROM THE DEVELOPMENT SITE. AT A MINIMUM, CONTROL MEASURES SHALL BE IMPLEMENTED IN ORDER TO:
   A. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATER; AND
   B. MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, VEHICLE FLUIDS, SANITARY WASTE, AND OTHER MATERIALS PRESENT ON THE DEVELOPMENT SITE TO PRECIPITATION AND TO STORMWATER.
16. ADEQUATE RECEPTACLES SHALL BE PROVIDED FOR THE DEPOSITING OF ALL CONSTRUCTION MATERIAL DEBRIS GENERATED DURING THE DEVELOPMENT PROCESS. THE APPLICANT SHALL NOT CAUSE OR PERMIT THE DUMPING, DEPOSITING, DROPPING, THROWING, DISCARDING OR LEAVING OF CONSTRUCTION MATERIAL DEBRIS UPON OR INTO ANY DEVELOPMENT SITE, CHANNEL, OR WMC. THE DEVELOPMENT SITE SHALL BE MAINTAINED FREE OF CONSTRUCTION MATERIAL DEBRIS.
17. THE ENFORCEMENT OFFICER MAY REQUIRE ADDITIONAL OR ALTERNATE SOIL EROSION AND SEDIMENT CONTROL MEASURES, BASED ON DEVELOPMENT SITE-SPECIFIC CONSIDERATIONS AND THE EFFECTIVENESS OF THE INSTALLED CONTROL MEASURES.

CONSTRUCTION SEQUENCE

1. CONTRACTOR SHALL NOT START CONSTRUCTION UNTIL NOTICE OF INTENT (NOI) APPROVAL FROM ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) AND APPROVAL TO PROCEED FROM THE LOCAL AUTHORITY HAVING JURISDICTION.
2. THE CONTRACTOR WILL ASSIGN AN ON-SITE REPRESENTATIVE TO TAKE OWNERSHIP OF AND BE RESPONSIBLE FOR COMPLYING WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP). AT A MINIMUM, SITE INSPECTION AND LOGS ARE REQUIRED AFTER EVERY 1/2" RAINFALL AND/OR A MINIMUM OF ONCE A WEEK.
3. ALL WEEKLY INPDES INSPECTION REPORTS (AND THOSE AFTER 1/2" RAINFALL) SHALL BE SENT TO INPDES@HOMEVILLE.ORG
4. NOTIFY THE IEPA AND THE WILL COUNTY SOIL AND WATER CONSERVATION DISTRICT (SWCD) 815-462-3106 WITHIN 48 HRS OF STARTING CONSTRUCTION. SCHEDULE A PRECONSTRUCTION MEETING WITH LOCAL AUTHORITY.
5. POST SWPPP AND CONTACT INFORMATION AT THE CONSTRUCTION ENTRANCE. INCLUDE COPY OF NOI. THE SWPPP SHOULD BE ONSITE AND AVAILABLE WITHIN 72 HRS OF REQUEST.
6. INSTALL CONSTRUCTION ENTRANCE AND PERIMETER EROSION CONTROL MEASURES, CULVERT AND INLET PROTECTION ON EXISTING STRUCTURES TO REMAIN.
7. STRIP TOPSOIL AND STOCKPILE ACCORDING TO SEQ. 1 STC., CLEAR AND GRUB AS INDICATED ON THE PLANS.
8. COMPLETE MASS EARTHWORK, INSTALL STORM SEWER SYSTEMS, PERIMETER SWALES, ANY SEDIMENT TRAPS OR DETENTION PONDS.
9. DUST SHALL BE KEPT TO A MINIMUM BY UTILIZING SPRINKLING, CALCIUM CHLORIDE, VEGETATIVE COVER, SPRAY ON ADHESIVES OR OTHER APPROVED METHODS.
10. ANY AREAS LEFT DISTURBED FOR 7 DAYS SHALL BE TEMPORARILY SEEDED.
11. INSTALL PROPOSED SYSTEM EROSION CONTROL MEASURES, INCLUDING DROP INLET PROTECTION, EROSION CONTROL BLANKET, CONCRETE WASHOUT, ETC.
12. FINE GRADE BUILDING PAD AND PARKING LOTS. INSTALL REMAINING UTILITIES AND COMPLETE BUILDING FOUNDATIONS.
13. INSTALL CURBS, STONE AND ASPHALT TO BINDER COURSE, AND COMPLETE ALL REQUIRED RECORD DRAWINGS/AS-BUILTS.
14. INSTALL LANDSCAPING, AND COMPLETE BUILDING. APPLY TEMPORARY SEEDING AS NEEDED TO DISTURBED AREAS.
15. ONCE ALL CONSTRUCTION COMPLETE, ADD SURFACE COURSE OF ASPHALT. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL FINAL LANDSCAPING IS IN PLACE AND 70% OF VEGETATION ESTABLISHED.
16. COMPLETE SWPPP NOTICE OF TERMINATION (NOT) AND SUBMIT TO LOCAL SWCD, IEPA AND LOCAL AUTHORITY.

ANTICIPATED SCHEDULE

1. MARCH 2023 - START CONSTRUCTION
2. APRIL - JULY 2023 - CONSTRUCTION PERIOD
3. AUGUST 2023 - STORE OPEN

ON-SITE SWPPP CONTACT

NAME: QUENTIN JOFFRIES
COMPANY: BELLE TIRE
ADDRESS: 1000 ENTERPRISE DR., ALLEN PARK, MI 48101
PHONE: 313.271.9400

Call Before You Dig
JULIE
1-800-892-0123

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

EROSION CONTROL MAINTENANCE SCHEDULE

EROSION CONTROL MEASURE	MAINTENANCE
CONSTRUCTION ENTRANCE	INSPECT WEEKLY, AFTER STORM EVENTS, AND AFTER HEAVY USE; RESHAPE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL; TOP DRESS WITH CLEAN STONE AS NEEDED; REMOVE ALL MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS IMMEDIATELY
SILT FENCE	INSPECT AFTER STORM EVENTS; REPAIR ANY AREAS OF DECOMPOSITION OR DAMAGE TO FENCE MATERIAL; REMOVE SEDIMENT AT DEPTH OF ONE HALF FENCE HEIGHT AT LOWEST POINT OR IF FABRIC BULGES; AVOID UNDERMINING DURING CLEANOUT
EXISTING INLET PROTECTION	WEEKLY, AFTER STORM EVENTS, AND AS NEEDED
TREE PROTECTION	WEEKLY, AFTER STORM EVENTS, AND AS NEEDED
TEMPORARY DIVERSIONS	INSPECT WEEKLY AND AFTER EACH STORM EVENT; REMOVE SEDIMENT FROM CHANNEL AND REINFORCE RIDGE AS NEEDED; REPAIR OUTLET DAMAGE IMMEDIATELY; REMOVE SEDIMENT FROM TRAPS WHEN 50% FULL; WHEN WORK AREA IS STABILIZED, REMOVE RIDGE, FILL CHANNEL, REMOVE TEMPORARY SLOPE DRAINS, AND STABILIZE ALL DISTURBED AREAS
TEMPORARY SEDIMENT TRAP	INSPECT AFTER STORM EVENTS; REMOVE SEDIMENT AT ONE HALF DESIGN DEPTH; REPLACE SPILLWAY GRAVEL FACING IF CLOGGED; REPAIR EROSION AND HOLES AS NEEDED; REPLACE DISPLACED RIPRAP
TEMPORARY SEEDING	INSPECT PERIODICALLY TO VERIFY ADEQUATE ESTABLISHMENT OF VEGETATIVE; RESEED AND MULCH AS NEEDED; INSPECT AFTER STORM EVENTS AND REPAIR EROSION DAMAGE; TOP DRESS FALL SEEDED WHEAT OR RYE SEEDINGS WITH 50 LBS/AC OF NITROGEN IN FEBRUARY OR MARCH IF NITROGEN DEFICIENCY IS APPARENT; WATER AS NEEDED
PERMANENT SEEDING	INSPECT PERIODICALLY AND AFTER STORM EVENTS UNTIL VEGETATIVE STAND IS ESTABLISHED; ADD FERTILIZER AFTER GROWING SEASON PER SOIL TEST RECOMMENDATIONS; REPAIR DAMAGED, BARE, OR SPARSE AREAS BY FILLING, REPREPARING THE SEEDBED, FERTILIZING, AND/OR SEEDING AND MULCHING
EROSION CONTROL BLANKET	INSPECT FOR AREAS OF EROSION BELOW THE BLANKET AFTER EACH STORM EVENT; REPAIR AREAS OF EROSION BY REMOVING AFFECTED PORTION OF BLANKET, ADD SOIL, RESEED, RELAY AND STAPLE BLANKET; INSPECT PERIODICALLY AFTER VEGETATION IS ESTABLISHED
STRAW BALES	INSPECT THE BALES AFTER EACH STORM EVENT; REMOVE SEDIMENT DEPOSITS TO PROVIDE STORAGE FOR THE NEXT STORM BEING CAREFUL NOT TO DAMAGE OR UNDERCUT THE BALES; REPLACE DAMAGED OR DETERIORATED BALES IMMEDIATELY
INLET PROTECTION	INSPECT FABRIC BARRIER AFTER STORM EVENTS AND MAKE NEEDED REPAIRS IMMEDIATELY; REMOVE SEDIMENT FROM THE POOL AREA WHILE AVOIDING DAMAGING OR UNDERCUTTING THE FABRIC
SEED, SOD & LANDSCAPE AROUND UNITS FINISHED	KEEP SOD MOIST UNTIL FULLY ROOTED; WATER AS NEEDED

TEMPORARY SEEDING SPECIES, RATES AND DATES

Species	Lbs./Acre	Lbs./1000 ft.²	Seeding Dates
Oats	90	2	Early spring – July 1
Cereal Rye	90	2	Early spring – Sept. 30
Wheat	90	2	Early spring – Sept. 30
Perennial Ryegrass	25	0.6	Early spring – Sept. 30

NOTE: SEEDBED PREP., MULCHING, SPREADING AND FERTILIZING SHALL FOLLOW ILLINOIS URBAN MANUAL CURRENT PRACTICE STANDARDS.

EROSION CONTROL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

THIS EROSION CONTROL PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND COMPLIES WITH THE URBAN SOIL EROSION CONTROL AND STANDARDS IN ILLINOIS MANUAL (LATEST EDITION) AND THE GENERALLY RECOGNIZED METHODS IN USE IN THE AREA.

ILLINOIS LICENSED PROFESSIONAL ENGINEER
NO. 062-069837
LICENSE EXPIRES:
NOVEMBER 30, 2023

BRANDEN C. FERRO — DATE



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3199	Lorenzo loam, 2 to 4 percent slopes	2.3	100.0%
Totals for Area of Interest		2.3	100.0%

CHRISTOPHER ENRIGHT ARCHITECTS
A PROFESSIONAL CORPORATION
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248.258.6485 (O)
248.330.9395 (C)
cenright@enrightarchitects.com

Project
Belle Tire
Crystal Lake, IL

6119 Northwest Hwy
Crystal Lake, IL 60014

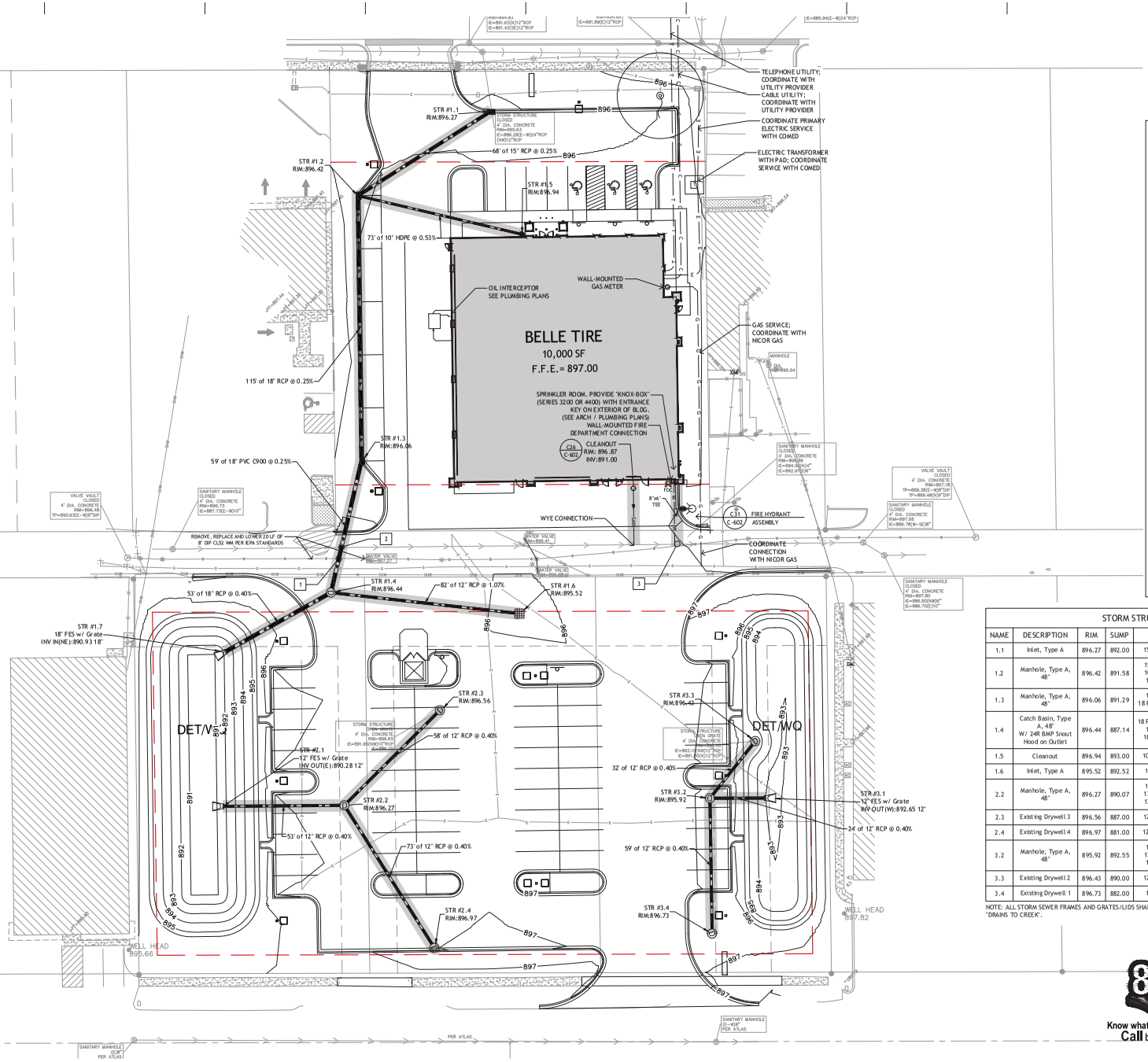
Sheet
SOIL EROSION AND SEDIMENT CONTROL PLAN

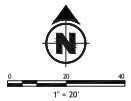
Issued for:
PERMIT: SEPTEMBER 13, 2022
CRYSTAL LAKE REVIEW #1: NOVEMBER 28, 2022

Project Number
21-980

Sheet No. / Rev.
C-301

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LEGEND

- STORM SEWER
- STORM INLET
- STORM MANHOLE
- SANITARY SEWER
- SANITARY MANHOLE
- CLEANOUT
- WATER LINE
- FIRE PROTECTION LINE
- FIRE DEPARTMENT CONNECTION
- WATER VALVE VAULT
- GAS METER
- UNDERGROUND ELECTRIC
- TRANSFORMER
- LIGHT POLE
- UNDERGROUND TELEPHONE
- COMMUNICATIONS CABLE
- LIMITS OF GRANULAR BACKFILL

UTILITY CROSSINGS

1	15" STORM B.O.P. 8" WATER T.O.P.	891.11 889.60
2	15" STORM B.O.P. 10" SANITARY T.O.P.	891.13 888.51
3	8" WATER B.O.P. 10" SANITARY T.O.P.	890.44 888.07

NOTES

1. REFER TO GENERAL NOTES ON SHEET C-001 AND C-002 FOR ADDITIONAL STANDARDS AND SPECIFICATIONS, AS WELL AS DETAIL SHEETS.
2. CONTRACTOR BE CONSCIOUS OF DAMAGING THE PAINT ON THE HYDRANTS DURING INSTALLATION. THE CITY OF CRYSTAL LAKE HAS FOUND THAT THE PAINT ON THE HYDRANTS CAN BE EASILY DAMAGED DURING BACKFILLING. IF REQUESTED BY THE CITY OF CRYSTAL LAKE WATER SUPERINTENDENT, ANY HYDRANTS EXHIBITING EXCESSIVE ROCK DAMAGE WILL BE SAND BLASTED AND REPAINTED BY AN APPROVED CONTRACTOR PRIOR TO ACCEPTANCE.
3. A MINIMUM OF 48 HOURS PRIOR TO ANY WATER USAGES (I.E. FLUSHES, FILLS, ETC.), THE CONTRACTOR MUST CALL THE CITY OF CRYSTAL LAKES WATER DEPARTMENT AT 815-356-3614 TO GET APPROVAL OF SAID USAGE. ANY UNAUTHORIZED USAGES WILL RESULT IN PENALTIES.
4. ALL VALVES AND HYDRANTS SHALL BE SUBMITTED TO THE CITY OF CRYSTAL LAKE WATER DEPARTMENT FOR WRITTEN APPROVAL PRIOR TO ORDERING.
5. ALL PROPOSED WATER MAINS SHALL MAINTAIN THE FOLLOWING MINIMUM SEPARATION FROM ALL OTHER SEWERS:
   5.1. 10' HORIZONTALLY FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE
   5.2. 18" VERTICALLY FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE
6. CONTRACTOR REFER TO WATER AND SEWER SEPARATION DETAIL C-29 ON C-603 FOR ALL WATER MAIN CROSSINGS.
7. ANY CONTRACTOR DAMAGE TO EXISTING PAVEMENT OR CURBS TO REMAIN SHALL BE REMOVED AND RESTORED TO PROPOSED SPECIFICATIONS.
8. FOR CLOSED LID STORM STRUCTURES, SANITARY MANHOLES AND WATER VAULT, FRAME AND COVER SHALL BE EAST JORDAN 110021 WITH 1020A HD LID EMBOSSED WITH THE RESPECTIVE "STORM", "SANITARY", OR "WATER" AND "CITY OF CRYSTAL LAKE".

STORM STRUCTURE TABLE

NAME	DESCRIPTION	RIM	SUMP	INVERTS	CASTING	DETAIL
1.1	Inlet, Type A	896.27	892.00	15 RCP (SW): 892.00	R-3281-A	D3 C400
1.2	Manhole, Type A, 48"	896.42	891.58	15 RCP (NE): 891.83 10 HDPE (E): 892.61 18 RCP (S): 891.58	R-3281-A	D2 C400
1.3	Manhole, Type A, 48"	896.06	891.29	18 RCP (N): 891.29 18 PVC C900 (S): 891.29	R-3281-A	D2 C400
1.4	Catch Basin, Type A, 48" W/ 24ft BMP Snout Hood on Outlet	896.44	887.14	18 PVC C900 (N): 891.14 12 RCP (E): 891.64 18 RCP (SW): 891.14	R-1713	D3 C400, D4 C402
1.5	Cleanout	896.94	893.00	10 HDPE (W): 893.00		
1.6	Inlet, Type A	895.52	892.52	12 RCP (W): 892.52	R-3472	D3 C400
2.2	Manhole, Type A, 48"	896.27	890.07	12 RCP (W): 890.07 12 RCP (NE): 890.07 12 RCP (SE): 890.07	R-1713	D2 C400
2.3	Existing Drywell 3	896.56	887.00	12 RCP (SW): 889.84	R-1713	
2.4	Existing Drywell 4	896.97	881.00	12 RCP (NW): 889.78	R-1713	
3.2	Manhole, Type A, 48"	895.92	892.55	12 RCP (E): 892.55 12 RCP (NE): 892.55 12 RCP (S): 892.55	R-1713	D2 C400
3.3	Existing Drywell 2	896.43	890.00	12 RCP (SW): 892.43	R-1713	
3.4	Existing Drywell 1	896.73	882.00	12 RCP (N): 892.32	R-1713	

NOTE: ALL STORM SEWER FRAMES AND GRATES/LIDS SHALL BE MARKED WITH "DUMP NO WASTE" AND "DRAINS TO CREEK".

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

JULIE ILLINOIS ONE-CALL SYSTEM

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Sheet
UTILITY PLAN

Issued for:
PERMIT: SEPTEMBER 13, 2022
CRYSTAL LAKE REVIEW #1: NOVEMBER 28, 2022

Project Number
21-980

Sheet No. / Rev.
C-400

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY



VICINITY MAP
NO SCALE

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

AREA SUMMARY
(TO HEAVY LINES)
PARCEL 1: 32,404 SQUARE FEET OR 0.744 ACRES
PARCEL 2: 51,492 SQUARE FEET OR 1.182 ACRES
TOTAL: 83,896 SQUARE FEET OR 1.926 ACRES
(BASED ON MEASURED VALUES)

STRIPED PARKING DATA
PARCEL 1
REGULAR SPACES: 14
ACCESSIBLE SPACES: 1
PARCEL 2
REGULAR SPACES: 67
ACCESSIBLE SPACES: 0
PARCEL 3
REGULAR SPACES: 1
ACCESSIBLE SPACES: 3
TOTAL SPACES: 86

HARVEY GRID

LEGAL DESCRIPTION

PARCEL 1
LOT B IN JOHN E. SHERMAN'S RE-SUBDIVISION, BEING A RE-SUBDIVISION OF THE WEST HALF OF LOT 3 AND ALL OF LOTS 4 AND 5 IN JOHN PFEIFFER'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1987 AS DOCUMENT NO. 87R08671, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2
LOTS 13, 14 AND 15 IN JOHN PFEIFFER'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1952 AS DOCUMENT NUMBER 257142, IN BOOK 11 OF PLATS, PAGE 62, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3
AN EASEMENT TO BE USED FOR THE PURPOSE OF PARKING OF VEHICLES, LOADING AND UNLOADING OF VEHICLES AND PEDESTRIAN ACCESS AS CREATED, LIMITED AND DEFINED BY THE INSTRUMENT RECORDED SEPTEMBER 4, 2001 AS DOCUMENT NO. 2001R0064604.

SCHEDULE B EXCEPTIONS
SHOWN OR NOTED HEREON

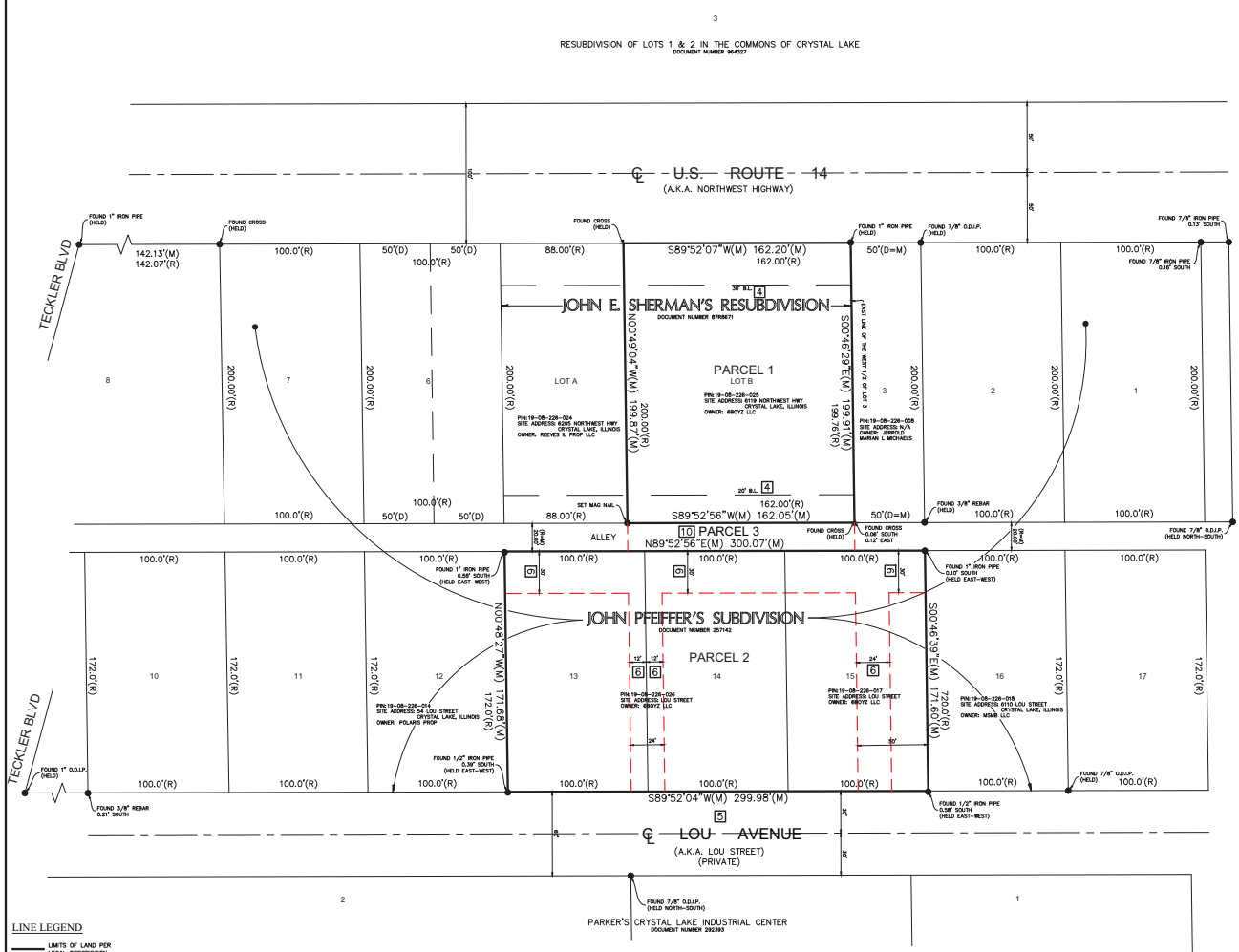
4 BUILDING LINE(S) AS SHOWN ON THE PLAT OF JOHN E. SHERMAN'S RESUBDIVISION RECORDED NOVEMBER 4, 1987 AS DOCUMENT 87R008671.

5 NOTE: THE STREET DEPICTED AS LOU AVENUE ON THE PLAT OF JOHN PFEIFFER'S SUBDIVISION RECORDED SEPTEMBER 12, 1952 AS DOCUMENT 257142, IN BOOK 11 OF PLATS, PAGE 62 IS MARKED "PRIVATE".

6 EASEMENT FOR ROAD RIGHT-OF-WAY AND ROADWAY MAINTENANCE IN FAVOR OF THE CITY OF CRYSTAL LAKE, ITS SUCCESSORS AND ASSIGNS, RECORDED SEPTEMBER 4, 2001 AS DOCUMENT 2001R0064605, AND THE TERMS AND PROVISIONS THEREOF.

10 THE TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF THE INSTRUMENT RECORDED SEPTEMBER 4, 2001 AS DOCUMENT 2001R0064604.

THE FOLLOWING SCHEDULE B EXCEPTIONS ARE NOT SURVEY RELATED AND THEREFORE NOT SHOWN: PART ONE NUMBERS 1, 2, 3, 4, 5, AND 6, PART TWO NUMBERS 1, 2, 3, 7, 8 AND 9.



LINE LEGEND

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

LEGEND

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

BENCHMARKS

REFERENCE BENCHMARK:
McHENRY COUNTY STATION NUMBER 6934
DESIGNATION: CRYSTAL LAKE - 2A

DATUM: NAVD88
ELEVATION = 828.35

SITE BENCHMARKS:

SITE BENCHMARK #1
CROSS CUT ON SOUTHEAST CORNER OF TRAFFIC SIGNAL MANHOLE LOCATED NEAR THE NORTHEAST CORNER OF SITE.

ELEVATION = 895.60

SITE BENCHMARK #2
NORTHWEST BONNET BOLT ON FIRE HYDRANT ALONG THE NORTH SIDE OF HIGHLAND PARKWAY (U.S. ROUTE 14) ACROSS FROM SITE.

ELEVATION = 897.52

ABBREVIATIONS

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

UTILITY CONTACTS

DESIGN DIG #X221790887

VILLAGE OF PRAIRIE GROVE
3125 BARREVILLE RD, CRYSTAL LAKE, IL 60012
(815) 455-1411

CABLE
COMCAST - MARTHA GIERAS
224-229-5862
MARTHA_GIERAS@COMCAST.COM

ELECTRIC
COMED
630-576-7094

GAS
NICOR GAS
GASMAPS@NICOR.COM

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MCI/VERIZON
ASG.INVESTIGATIONSTEAM@ASGINC.US
CC: INVESTIGATIONS@VERIZON.COM

EVERSTREAM GLC HOLDING CO, LLC - CHRIS BOWER
216-402-1829
CBOWER@EVERSTREAM.NET

WATER / SANITARY / STORM
CITY OF CRYSTAL LAKE - ABBY WILGREEN
815-459-2020 X3746
AWILGREEN@CRYSTALLAKE.ORG

NOTES

1. THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION AND EASEMENTS OF RECORD AS IDENTIFIED IN TITLE COMMITMENT NUMBER NCS-1135611--MICH ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF JUNE 27, 2022 AND A REVISED DATE OF SEPTEMBER 15, 2022.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201 (ILLINOIS EAST).
3. THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17049C 0327 J, MAP NUMBER 17111C0327J, HAVING AN EFFECTIVE DATE OF NOVEMBER 16, 2006.
4. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS, AND IS BASED ON FIELD WORK PERFORMED ON 07/07/2022.
5. THE SURVEYOR CONTACTED J.U.L.I.E. (JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS) FOR AN ON-SITE LOCATE WHICH WAS ASSIGNED A DIG NUMBER OFX221871220. THE UTILITIES AS MARKED ON-SITE AT THE TIME OF THE SURVEY ARE SHOWN HEREON. ADDITIONALLY, THE SURVEYOR CONTACTED J.U.L.I.E. FOR A DESIGN STAGE REQUEST FOR THIS SITE WHICH WAS ASSIGNED A DIG NUMBER OFX221790857. INQUIRIES WERE SENT OUT TO THE VARIOUS UTILITY COMPANIES REQUESTING MAPS AND/OR ATLASES OF THEIR RESPECTIVE FACILITIES. THE INFORMATION RECEIVED TO DATE IS SHOWN HEREON.
6. IN ACCORDANCE WITH TABLE A ITEM 16, NO OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
7. IN ACCORDANCE WITH TABLE A ITEM 17, NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES BASED ON INFORMATION RECEIVED FROM THE CONTROLLING JURISDICTION AT THE TIME OF THE SURVEY. NO OBSERVED EVIDENCE OF RECENT SIDEWALK CONSTRUCTION OR REPAIRS. SOME SECTIONS OF CURB ON U.S. ROUTE 14 HAVE BEEN RECENTLY REPAIRED.
8. IN ACCORDANCE WITH TABLE A ITEM 6(A), A ZONING REPORT OR LETTER WAS NOT PROVIDED TO THE SURVEYOR FOR REVIEW.
9. JOHN PFEIFFER'S SUBDIVISION, RECORDED AS DOCUMENT 257142, IDENTIFIES LOU AVENUE AS 'PRIVATE'; HOWEVER THE EAST-WEST ALLEY LYING BETWEEN PARCEL 1 AND PARCEL 2 OF THIS SURVEY IS NOT IDENTIFIED AS BEING PUBLIC OR PRIVATE.

SURVEYOR'S CERTIFICATION

TO: BARNES DEVELOPMENT COMPANY, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 7(A), 7(B1), 7(C), 8, 9, 11(A), 13, 14, 16, 17 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 8, 2022.

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

DATE OF PLAT OR MAP: JULY 21, 2022

BY: _____
DANIEL W. WALTER
IL PROFESSIONAL LAND SURVEYOR NO. 3585
LICENSE EXPIRES 11/30/22

J:\PSDATA\2022 PROJECTS\22.0206\22.0206-LTS-TOPO.DWG

PROJECT NO. 22.0206	SHEET 1 OF 2	SCALE: 1" = 40'	COMPASS SURVEYING LTD ALTA SURVEYS ● TOPOGRAPHY ● CONSTRUCTION STAKING 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT: Belle Tire - Crystal Lake CLIENT: Christopher Enright Architects 626 E. Parent Avenue, Suite 100 Royal Oak MI 48067	DATE: 07-21-22 | PC: CS | DRAWN BY: RHM | CHECKED BY: DW | BOOK 554 PG 72	

NO.	REVISIONS	DATE	BY
1.	PER EMAIL DATED 09-15-2022	09-21-22	RHM

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

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

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: Congress Parkway Roundabouts Grant of Easement Agreement

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a Grant of Easement agreement to acquire an easement for roadway construction at the intersection of Congress Parkway and Exchange Drive.

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

---

Background:
The Congress Parkway Roundabout project includes the installation of a roundabout at the Congress Parkway and Exchange Drive intersection as well as the Congress Parkway and Federal Drive intersection to improve traffic flow and increase safety. Construction is scheduled to commence in 2023.

To construct the improvement, a permanent easement for roadway use will be granted at 300 Congress Parkway, the northwest corner of Congress Parkway at Exchange Drive, for an amount of $1,800.00. This amount represents a purchase price of $4.22 per foot which is equal to the property's 2021 market valuation (land) as determined by the Algonquin Township Assessor. The City's special counsel has reviewed and approved the easement.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS, the City desires to construct a roundabout at the intersection of Congress Parkway and Exchange Drive; and

WHEREAS, the construction requires an easement for roadway use from the adjacent property owner at the northwest corner of the intersection, known as 300 Congress Parkway;

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

BE IT FURTHER RESOLVED that the City Manager be authorized to execute the Grant of Easement for the property at 300 Congress Parkway (PIN 19-04-401-003); and

BE IT FURTHER RESOLVED that the City provide compensation to the owner in the amount of $1,800.00.

DATED this 20th day of December, 2022.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022
APPROVED: December 20, 2022

EASEMENT AGREEMENT

Grantor:

STAG Industrial Holdings, LLC, a Delaware Limited Liability Company

Grantee:

City of Crystal Lake, an Illinois Municipal Corporation.

After recording return to Grantee:

City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014
Attn: City Manager
Phone: (815) 459-2020

PIN: (portion of) 19-04-401-003

(Above Space for Recorder's Use Only)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is entered into by and between Grantor, STAG Industrial Holdings, LLC, a Delaware Limited Liability Company (**"Grantor"**), located at One Federal Street, 23rd Floor, Boston, Massachusetts 02110, and the City of Crystal Lake, an Illinois municipal corporation, located at 100 West Woodstock Street, Crystal Lake, IL 60014.

WHEREAS, Grantor is the owner of that certain property commonly known as 300 Congress Parkway Drive, Crystal Lake, Illinois and further identified by PIN # 19-04-401-003 (the **"Property"**) more particularly described as follows:

LOTS 5 AND 6 IN CRYSTAL LAKE BUSINESS CENTER UNIT 4, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1995 AS DOCUMENT NUMBER 95R53680 AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 22, 1996 AS DOCUMENT NUMBER 96R003575, IN MCHENRY COUNTY, ILLINOIS.

WHEREAS, the Grantee intends to construct and maintain a roundabout, for public roadway purposes at the intersection of Exchange Drive and Congress Parkway which will require an easement over a portion of the Property as legally described in **Exhibit A** and depicted in **Exhibit** B (the **"Easement Premises"**), each of which is attached hereto and made a part hereof;

NOW, THEREFORE, for and in consideration of the sum of $1,800, the receipt and adequacy is hereby acknowledged, and the covenants and agreements hereinafter stated, Grantor and the Grantee agree as follows:

Recitals. The foregoing recitals are hereby repeated and incorporated as though fully set forth herein.

Grant of Easement. Grantor hereby grants to Grantee a permanent and perpetual easement (the **"Easement"**) over and upon the **Easement Premises** to construct and install a traffic roundabout (the **"Roundabout"**), for public roadway purposes, and thereafter to maintain, repair, operate, reconstruct and renew the same during the continuance of this **Easement.**

This **Easement** is granted upon the following express conditions, terms, and covenants to be observed, kept and performed by Grantee:

1. Upon completion of the initial construction of the **Roundabout,** and upon completion of any subsequent reconstruction, replacement, repair or maintenance of the **Roundabout** subsequent to its construction, Grantee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Grantor, any affected portion of the **Property** as nearly as may be, to the same or better condition than that which existed immediately prior to commencement of such activities by Grantee.

2. Any rights to the **Easement Premises** not specifically granted to Grantee herein are reserved to Grantor and its successors and/or assigns. This **Easement** is expressly subject to the rights of third parties to maintain utility and other improvements permitted by Grantor on the **Easement Premises** and the **Property.** Grantor reserves the exclusive right to grant future easements over, under, across or parallel to the **Easement Premises,** provided that such future easements do not materially interfere with the use of the **Roundabout** as a public roadway.

3. Grantee agrees that it will bear and pay the entire cost of constructing, maintaining, repairing, replacing, and operating said **Roundabout.**

4. Grantee agrees that should the construction, maintenance, operation, repair or presence of the **Roundabout** necessitate any change or alteration in the location or arrangement of any other wires, appurtenances or other improvements located on the **Easement Premises** or the **Property,** the cost of such change or alteration shall be paid by Grantee.

5. To the fullest extent permitted by law, Grantee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Grantor, and its respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the **Easement Premises** or the **Property** for the purposes set forth in this Agreement, or which may occur to or be incurred by Grantee, its employees, officers, agents and all other persons, firms and corporations acting on Grantee's behalf or with Grantee's authority while on the **Easement Premises** or **Property** or arising from the condition of the **Easement Premises** or the **Property** during the term of this Agreement, unless such injuries or damages are caused by the actions, omissions or negligence of Grantor Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

6. The City warrants that the creation of the **Easement** set forth herein shall not be deemed to modify any setback requirements or the measurement of such setbacks related to the Property, as they existed prior to the grant of **Easement** set forth herein.

7. This Agreement and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not.

8. All notices, demands and elections required or permitted to be given or made by either party upon the other under the terms of this **Easement** or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses on Page 1 of this Easement Agreement 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, or on the day of delivery if hand delivered.

9. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Grantee shall be implied from omission by Grantor 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

Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Grantee shall be implied from omission by Grantor 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. 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 performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This **Easement** constitutes the entire agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this **Easement** Agreement as of this_____ day of _____, 2022.

GRANTOR,	GRANTEE,
STAG INDUSTRIAL HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY	THE CITY OF CRYSTAL LAKE:
By: _____	By: _____
Name: Seth A. Malamut	Name Haig Haleblian
Title: Assistant Secretary	Title: Mayor

ATTEST: Nick, Kachiroubas, City Clerk,

_____

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Plymouth) SS.

The foregoing instrument was acknowledged before me on February 28, 2022 by **Seth A. Malamut, as Assistant Secretary** of STAG Industrial Holdings, LLC **[GRANTOR]**, which individual is known to me to be the identical persons who signed the foregoing instrument and who did acknowledge that they executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Sigrid M Wheatley
Signature of Notary



SEAL

My Commission Expires: August 21, 2026

STATE OF ILLINOIS)
COUNTY OF MCHENRY) SS.

The foregoing instrument was acknowledged before me on _____, 2022, by Haig Haleblian, the Mayor of Crystal Lake, and Nick Kachiroubas, City Clerk of the City of Crystal Lake **[GRANTEE]** which individuals are known to me to be the identical persons who signed the foregoing instrument and who did acknowledge that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

_____
Signature of Notary

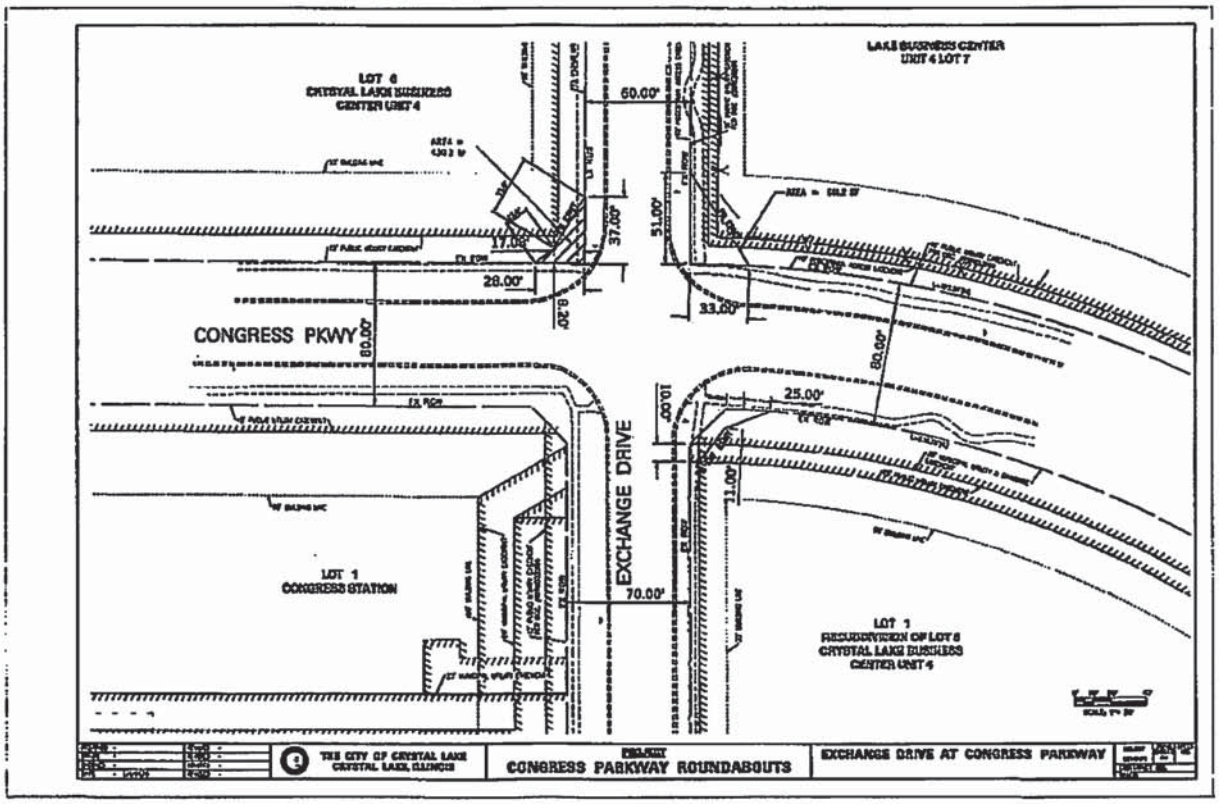
My Commission Expires: _____

Exhibit A
Legal Description of Easement Premises

THAT PART OF LOT 6 IN CRYSTAL LAKE BUSINESS CENTER UNIT 4, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1995 AS DOCUMENT NO. 95R53680, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 22, 1996 AS DOCUMENT NO. 96R003575, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT, 37.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE, 33.6 FEET TO A POINT THAT IS 8.20 FEET NORTH OF THE SOUTH LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG A LINE, 13.6 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT THAT IS 28.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; AND THENCE EAST ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Exhibit B

Depiction of Easement Premises



Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: Bid Award – Salt for Water Treatment

Staff Recommendation: Motion to award the contract for the purchase and delivery of salt for water treatment to the lowest responsive, responsible bidder, Midwest Salt, LLC, and to adopt a Resolution authorizing the City Manager to execute a contract with Midwest Salt, LLC for clear southern rock salt in the amount of $130.00 per ton.

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

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Background:
Salt is used daily at the City's five water treatment plants as part of the water treatment process to meet Illinois Environmental Protection Agency (IEPA) drinking water standards. The amount of salt used by the City varies based on water demand. Public Works anticipates utilizing approximately 3,500 tons of salt in 2023. The City does not have the capability of storing large quantities of this salt. Therefore, it is important that the vendor provide deliveries throughout the year so water plant operations are not interrupted.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows governmental agencies to combine purchasing power to leverage cost savings. The City of Crystal Lake partnered with the Village of Algonquin, Village of Gilberts, City of Woodstock, Village of Huntley, Village of Cary and School District 158 to solicit bids for salt. On December 2, 2022, the bids were publically opened by the City of Woodstock. The base year 1 and 2 results for Crystal Lake are as follows:

Bidder	2022 Price	Base Year 2023 (per ton)	Optional Year 2024 (per ton)
√Midwest Salt, LLC West Chicago, IL	$138.00	$130.00	No Bid

√ Indicates recommended lowest responsive and responsible bidder

While there was only a single bidder, the City's current one-year contract price is $138.00 per ton and therefore the bid represents a cost savings. The City's current vendor is Midwest Salt. The City of Woodstock managed the bidding process for McMPI and sent the bid advertisement to several bidders including those that have held the contract in the past. Labor shortages (contract trucking) has been an issue for national salt suppliers in the past. Midwest Salt operates their own fleet of trucks.

Recommendation:

The Public Works Department has reviewed the bid received for completeness and accuracy. Midwest Salt, LLC currently provides salt to the City of Crystal Lake. It is staff's recommendation to award a one-year contract for clear southern rock salt to the lowest responsive and responsible bidder, Midwest Salt, LLC, in the amount of $130.00 per ton. Funds have been budgeted for this purchase in FY2022/2023 and will be re-evaluated for FY2023/2024.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE requires salt as part of its water treatment process; and

WHEREAS the CITY participates in the McHenry County Municipal Purchasing Initiative (McMPI) with other public agencies to leverage purchasing power; and

WHEREAS the McMPI conducted a joint public bid for salt to be used in water treatment processes and opened bids publically on December 2, 2022; and

WHEREAS the lowest responsive and responsible bidder is Midwest Salt, LLC, West Chicago, IL.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Midwest Salt, LLC for salt for water treatment in the amount of $130.00 per ton.

DATED this 20th day of December, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022
APPROVED: December 20, 2022

Draft

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: Amendment to the Master Purchase and Sale Agreement for the Crystal Lake Depot Train Station and Surrounding Property at 70-88 E. Woodstock Street

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a First Amendment to the Master Purchase and Sale agreement for the acquisition and transfer of the Crystal Lake Depot Train Station and surrounding property at 70-88 E. Woodstock Street, in substantially the form as the attached agreement.

Staff Contact: Eric Helm, City Manager
Victor Filippini, City Special Legal Counsel

Background:
The Union Pacific Railroad (UP) currently owns a 1.8 acre parcel in downtown Crystal Lake, including the downtown train station, the depot parking lot, Depot Park and a portion of Veteran's Park (see page 2 for a depiction of this "***Property***"). Last year, Metra informed the City of UP's desire to sell the Property. Based on an agreement between UP and Metra, Metra has the right of first refusal to purchase the Property. Metra does not desire to purchase the Property, but offered to purchase the Property on the City's behalf and then transfer title of the Property to the City.

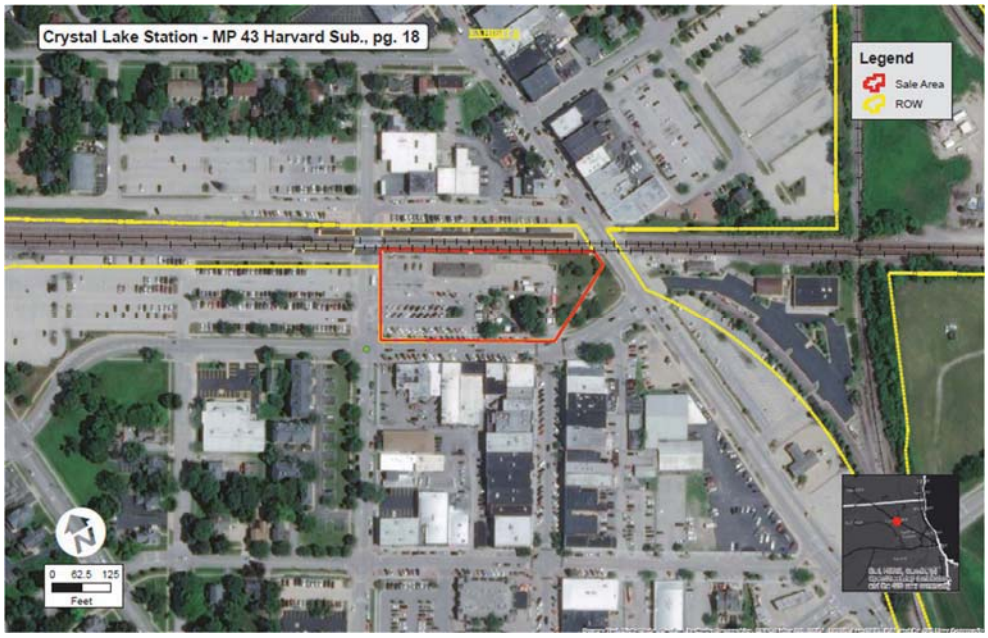
At the February 1, 2022 City Council meeting, the City Council approved an assignment and assumption of the master purchase and sale agreement to the City with respect to the Property, which allows the City to purchase the Property from Union Pacific under the same terms as it would have been sold to Metra.

Since the original execution of the Agreement, the City performed a due diligence assessment of the Property, including the creation of a site survey. Based on the survey and discussion with Union Pacific, it is in the City's best interest to modify the original Agreement through an amendment. The amendment to the original Purchase and Sale agreement generally provides the City with the option to refine the boundaries of the property to be purchased from Union Pacific. The major changes outlined in the amendment are summarized below:

- The timeframes for conducting a title review, testing, and survey preparation have been extended.
- If additional items are identified as part of a title search, the City will have the opportunity to object to those items and, if necessary, terminate the agreement prior to closing (Section 2).

- The City is allowed to amend the boundaries of the property to be purchased through an extension of the original survey date (Section 3). This change would allow City staff the opportunity to further refine the survey and purchase area.
- A typographical change has been made to the section regarding the procedures for testing the property (Section 4).
- The closing date has been extended from December 27th to no later than July 27, 2023. The closing date can occur sooner than July 27th upon written agreement (Section 5).
- The City has the opportunity to waive any and all contingencies and conditions prior to closing (Section 6).

Approximate Location of Original Purchase Area



Next Steps

City special legal counsel reviewed the amendment document and approves the City's execution of this document subject to minor corrections and modifications. If further substantive changes are necessary to the Master PSA, this document will be brought back before the City Council for consideration.

Votes Required to Pass:

Simple majority.

Res. _____

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute the First Amendment to Master Purchase and Sale Agreement with Union Pacific Railroad for the acquisition and transfer of the Crystal Lake Depot Train Station and surrounding property at 70-88 E. Woodstock Street, in substantially the form attached hereto as Exhibit A, subject to such modifications as the City Manager finds (in consultation with the City Attorney) to be consistent with the intent and purposes of Exhibit A hereto.

DATED this 20th day of December, 2022.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig, Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 20, 2022
APPROVED: December 20, 2022

Draft

EXHIBIT A:

FIRST AMENDMENT
TO MASTER PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO MASTER PURCHASE AND SALE AGREEMENT ("First Amendment") is dated this _____ day of December, 2022 ("First Amendment Effective Date"), and is between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), and **CITY OF CRYSTAL LAKE**, an Illinois unit of local government ("Buyer"), and amends that certain Master Purchase and Sale Agreement dated January 24, 2022 between Seller and Commuter Rail Division of the Regional Transportation Authority, an Illinois unit of local government ("Metra"), as assigned by Metra to Buyer pursuant to that certain Assignment and Assumption of Master Purchase and Sale Agreement dated February 1, 2022 (collectively, "Agreement"), for the sale and purchase of certain real property located in the City of Crystal Lake, McHenry County, State of Illinois, more particularly described therein ("Crystal Lake Location"). Seller and Buyer may hereinafter collectively referred to as the "Parties".

IT IS MUTUALLY AGREED
BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Defined Terms. The defined terms in the Agreement will apply and have the same meaning in this First Amendment as if fully set forth herein.

Section 2. Option to Amend Buyer's Title Notice. The Parties acknowledge that Buyer provided Buyer's Title Notice to Seller concerning Title Company's Commitment for Title Insurance dated September 30, 2022, identified as Commitment No. CCHI2202150LD ("Title Commitment") by the Title Contingency Date, and Seller submitted Seller's written objection response to Buyer within Seller's Cure Period, both of which occurred prior to the First Amendment Effective Date. The Parties agree that if Title Company issues an amendment to the Title Commitment following the First Amendment Effective Date, Buyer will have one (1) additional fifteen (15) day period from Buyer's receipt of such amended Title Commitment to submit to Seller an amendment to Buyer's Title Notice ("Buyer's Amended Title Notice") ("Amended Title Notice Deadline"). Seller will then have fifteen (15) days after receipt of Buyer's Amended Title Notice in which, at Seller's election, to eliminate any disapproved items noted in Buyer's Amended Title Notice. If Buyer does not submit Buyer's Amended Title Notice to Seller by the Amended Title Notice Deadline, it will be conclusively presumed that Buyer approves of the amended Title Commitment and the Survey. Additionally, and for clarity, the Parties agree that if Title Company provides additional amendments to the Title Commitment after Buyer submits Buyer's Amended Title Notice, Buyer is not permitted to submit additional written objections to Seller, but will have the option to terminate the Agreement prior to Closing.

Section 3. Survey. The Parties acknowledge that the original Survey Date (i.e., October 22, 2022) has lapsed. Buyer desires additional time to obtain an amended survey to reflect a potential change in the square footage of the Crystal Lake Location. The Parties agree to extend the Survey Date, which will now expire ninety (90) days from the First Amendment Effective Date.

Section 4. Feasibility Review Period; Amendment to Section 3(d)(i).

Draft

(a) Feasibility Review Period. The Parties acknowledge that the original Feasibility Review Period expired on September 28, 2022. The Parties agree to reinstate and extend the Feasibility Review Period, which will now expire ninety (90) days from the First Amendment Effective Date.

(b) Amendment to Section 4(d)(i). Section 3(d)(i) of the Agreement is deleted in its entirety and replaced with the following:

> Buyer shall notify Seller in writing at least forty-eight (48) hours prior to the date that each such test or inspection is to be conducted on the Location and shall provide evidence, satisfactory to Seller, of the availability of adequate public liability and other insurance, which insurance shall name Seller as an additional insured. Fiber optic cable systems may be buried on the Property. Additionally, protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer shall visit https://www.up.com/aboutup/community/telecom/groups/index.htm to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Location to be used by Buyer. If it is, Buyer shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Buyer's expense, and will not commence any work on the Location until all such protection or relocation has been completed.

Section 5. Closing Date. The Parties acknowledge that December 27, 2022 is the scheduled Closing Date for Closing the Crystal Lake Location transaction described in the Agreement. The Parties agree to amend the Closing Date, which will now occur by July 27, 2023, or on such earlier date as the Parties agree upon in writing.

Section 6. Buyer's Option to Waive Contingencies. Buyer shall have the option to waive any and all remaining contingencies and conditions precedent to Closing, which must be exercised by Buyer in writing, and acknowledged in writing by Seller, by no later than ten (10) days prior to Closing. The Parties agree that such written waiver, if exercised by Buyer, will represent conclusive evidence that all contingencies and conditions precedent to Buyer's obligation to purchase the Property contained in the Agreement have been fully satisfied or waived, and that Buyer and Seller shall proceed to Closing.

Section 7. E-mail Execution. This First Amendment may be executed in counterparts, which will be effective as an original and each counterpart may be delivered by one party to the other by electronic signature and scanned image sent by e-mail.

Section 8. Amendment Supplemental. All of the terms of the Agreement remain in full force and effect except as specifically amended by this First Amendment. If there is any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment will control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the First Amendment Effective Date first above written.

Draft

Seller:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Printed Name: _____
Title: _____

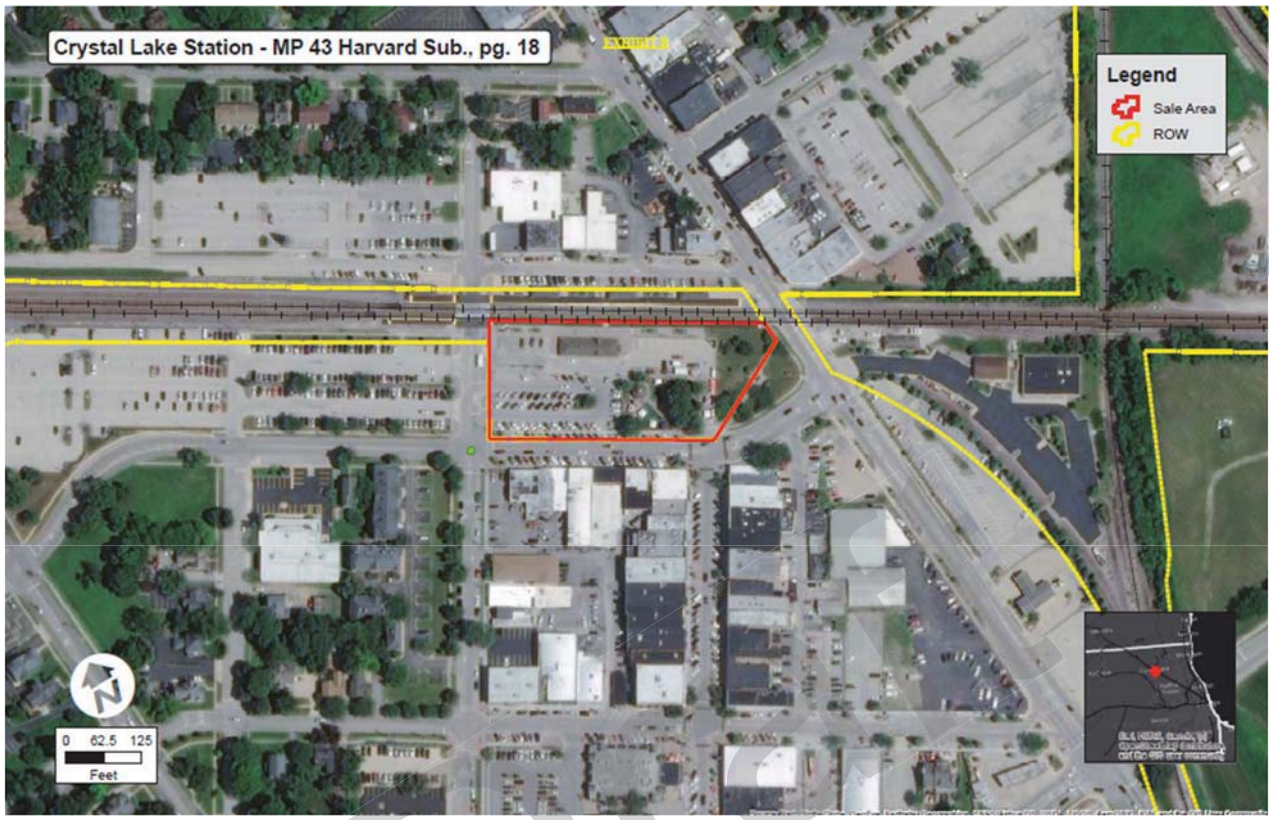
Buyer:

CITY OF CRYSTAL LAKE,
an Illinois unit of local government

By: _____
Printed Name: _____
Title: _____

Draft

Crystal Lake Depot Train Station and surrounding property at 70-88 E. Woodstock Street



Draft

ASSIGNMENT AND ASSUMPTION OF MASTER PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MASTER PURCHASE AND SALE AGREEMENT, ("Assignment") is made and entered into as of this _1st day of February, 2022 by and between **COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY,** an Illinois unit of local government ("**Assignor**"), and the **CITY OF CRYSTAL LAKE**, an Illinois unit of local government ("**Assignee**").

RECITALS

WHEREAS, Assignor and Union Pacific Railroad Company ("**UP**") entered into that certain Master Purchase and Sale Agreement as of January 24, 2022, (the "**Master PSA**") for the sale of the Locations, as more particularly described and defined in the Master PSA, by UP to Assignor. A copy of the Master PSA is attached as **Exhibit A.**

WHEREAS, Assignor and Assignee entered into that certain Intergovernmental Agreement for the Acquisition and Transfer of Real Estate ("**IGA**") dated November 2, 2021, in connection with Assignee's desire and agreement to purchase the property identified in the IGA (the "**Location**"), which Location was to be sold under and in accordance with the terms of the Master PSA, as defined in the IGA. A copy of the IGA is attached as **Exhibit B**.

WHEREAS, Assignor represents that it has the authority under the Master PSA to assign, and desires to assign, to Assignee all of Assignor's right, title and interest in and to the Master PSA in connection with, but with respect only to, the Location as part of the transaction contemplated in the IGA ("**Location PSA**").

WHEREAS, Assignee desires to assume the obligations of Assignor under the Location PSA.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated into this Assignment, and of the mutual covenants set forth below, Assignor and Assignee agree as follows:

1. **Assignment.** As of the date first written above ("**Transfer Date**"), Assignor does hereby grant, convey, assign, transfer, and set over unto Assignee, all of Assignor's right, title and interest in, under and to the Location PSA. Assignee agrees that it shall not further assign the Location PSA without UP's prior written consent except as specifically permitted under the Location PSA.

2. **Assumption.** Assignee does hereby agree to assume and perform and be bound by all of the obligations of Assignor pursuant to the Location PSA as of the Transfer Date. Assignee acknowledges and agrees that the UP may enforce the provisions of the Location PSA directly against Assignee as of the Transfer Date.

3. **Indemnity.** Assignor agrees to indemnify, protect, defend, and hold harmless Assignee from and against any and all liabilities, claims, demands, actions, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or relating to Assignor's failure to perform any of Assignor's obligations under the Master PSA or under the Location PSA to the extent accruing prior to the Transfer Date. Assignee agrees to indemnify, protect, defend, and

hold harmless Assignor from and against any and all liabilities, claims, demands, actions, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or relating to Assignee's failure to perform any of Assignee's obligations arising from and accruing under the Location PSA from and after the Transfer Date.

4. **Counterparts.** For convenience, this Assignment may be executed with facsimile or PDF (or similar) signatures and/or in any number of counterparts, each of which shall be deemed an original and all of such counterparts when taken together shall constitute but one and the same document which shall be sufficiently evidenced by such executed counterparts.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above stated.

ASSIGNOR:
COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION AUTHORITY:

By: _____

Name: James M. Derwinski

Title: CEO/Executive Director

ASSIGNEE:
City of Crystal Lake

By: _____

Name: **Gary J. Mayerhofer**

Title: **City Manager**

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: December 20, 2022

Item: Property Tax Levy Ordinance/Truth in Taxation Public Hearing

Staff Recommendation: Motion to adopt the 2022 Property Tax Levy Ordinance and Certificate of Compliance.

Staff Contact: Eric Helm, City Manager
Jodie Hartman, Director of Finance

Background:

Each fall, staff prepares an annual property tax levy for City Council review and adoption. This provides vital funding for key services. The City's 2022 tax levy will be incorporated in the property tax bills property owners receive in 2023, and will be used by the City to fund a portion of the fiscal year 2023/24 budget. Adoption of the attached Ordinance will accomplish the following:

1) **Maintain a zero levy for general operations.** General operations include City Administration, Police, Community Development, and Public Works. These would continue to be supported primarily through sales and income tax revenues.
2) Provide funding for pension obligations.
3) Provide funding to support Fire Rescue operations.
4) Provide funding to support Library operations.

The recommended amount for the 2022 levy, to be received in 2023, is $19,404,026, including the Crystal Lake Public Library's levy. This is an increase of $796,484 (4.28%). According to preliminary reports from McHenry County, the City will be adding over $16 million in new construction to the City's tax rolls this coming year, which spreads the impact of any increases over a wider tax base and consequently, less to each of the existing property owners. With the estimated growth to the tax base within the City, **the resulting tax rate for the City is expected to decrease by 3.44%,** minimizing the impact to property owners. Using a home valued at $300,000 in 2021 as a baseline with growth of 6%, the estimate impact would be $27.46 for the year for the City's portion of the tax bill, just over $2 per month. The following discussion provides details as to the components of the levy and any changes.

In order to collect a property tax, government agencies in the State of Illinois are required to establish a tax levy and comply with the Truth in Taxation Act. The tax levy is a projection of monies the government agency expects to obtain through the annual property tax. Should a taxing district propose to adopt an aggregate levy in amounts more than 105% of the amount of property taxes extended the prior levy year, the Truth in Taxation law requires taxing districts to disclose the proposed amounts by

publication and to hold a public hearing on their intention. Since the proposed tax levy is less than 105% of taxes extended for the prior tax levy, a Truth in Taxation hearing is not required, nor is the publication in a newspaper. In the interest of transparency, the City has elected to voluntarily publish the notice in the newspaper and to hold the public hearing. The "black box" notice was published on Thursday, December 8, 2022, in the Northwest Herald.

The impact of a proposed property tax levy on an individual homeowner is determined by estimating the Equalized Assessed Value (EAV). The County Assessor provided a rate setting EAV estimate for the 2022 levy of $1,399,682,522 for the City. This is an increase of 8.45% from the 2021 levy. The history of the City's EAV, including the 2022 estimate, shows the City is still climbing back to pre-Great Recession levels. The McHenry County Clerk will determine the actual tax rate some time in spring 2022, once all values and exemptions have been finalized. The levy must be filed by the City before the end of the calendar year.

The City levies in dollars needed, rather than a specific tax rate. As a result, the City does not receive any additional dollars if the assessed valuation of property in the City increases. Rather, the amount of the City tax levy remains the same and is spread over a greater total assessed valuation of property.

Property owners in the City of Crystal Lake will note that the City is only one of many taxing bodies that appear on the property tax bill. In fact, the City receives only about **11%** of the annual property tax bill amount. The numbers below represent the distribution of the 2020 levy for Crystal Lake property owners.



The City's tax levy is made up of the following funds:

CITY FUNDS	LIBRARY FUNDS
Police Pension Fund	Library Operating Fund
Firefighters' Pension Fund	Library IMRF Fund
Fire Rescue Fund	Library FICA Fund
IMRF & FICA Fund	
School Crossing Guard Fund	

Police and Firefighters' Pension Fund Obligations

The proposed property tax levy incorporates funding requirements of the State mandated public safety pension obligations. The Actuarial Valuation Report was prepared by Lauterbach and Amen, who retains a team of enrolled actuaries. Changes to the contribution amounts are a result of changes in demographics and actuarial assumptions, coupled with the returns on investments. The amount requested from the Pension Funds as a result of the Actuarial Valuation Report have calculated decreases for the year due to higher than average investment performance in 2021. These decreases are temporary and are expected to increase back up to prior year levels, if not higher, with the next valuation in 2023. Per Illinois law, both pension funds must be at least 90% funded by the year 2040. Because of this, the recommendation holds the levies for both funds consistent with the prior year. This will help mitigate increases which could be substantial. It will also help grow the funded percentage of both funds, a key criteria used by Standard and Poors in their bond rating decisions.

The contribution for Police Pension remains $3,481,415 and the Fire Firefighters' Pension Fund levy will again be $2,285,632. According to the Actuarial Valuation Report ended April 30, 2022, the percent funded for the Police Pension Fund increased to 60.93%; the Firefighters' Pension Fund percent funded increased to 80.87%. For comparison, the average funded percentage of the 350 police and fire pension funds that Lauterbach & Amen LLP completed actuarial reports in prior years was in the range of 55% to 56%.

Fire Rescue Fund

The proposed levy will increase the levy amount for the Fire Rescue Fund to $7,348,000, an increase of $400,097 (5.76%), which will offset a portion of the $12 million in operational costs. Other major revenue sources for the Fire Rescue Fund include intergovernmental agreements with the Crystal Lake Rural Fire Protection District (CLRFPD) and the Village of Lakewood, which contribute almost $2.5 million annually, and ambulance transport fees, about $1.4 million per year. The General Fund absorbs critical capital costs of the Fire Rescue Department in order to minimize the impact to property owners.

City IMRF and FICA Fund

The levy for non-sworn employee pension costs will be increased $176,580 to $1,272,510. This levy line has been decreased significantly the past few years in order to prioritize funding for the Police and Firefighters' Pension Fund contributions. The City was fortunate to experience a decrease to the employer contribution rate for IMRF in 2019, as well as experienced savings from vacant positions, which had allowed for an intentional draw down of reserves from the IMRF/FICA Fund the past two fiscal years. This intentional draw down was an opportunity for prudent use of fund balance, but was temporary in nature and not sustainable long-term.

School Crossing Guard Fund

The levy for the School Crossing Guard Fund is for the City's share of the crossing guards provided for school age children. School District 47 reimburses the City for the remaining half of incurred costs for this service. This levy line item is recommended to increase to $71,900 for the year based on contractual rates of the crossing guards and anticipated hours needed for coverage. Any funds for this levy item are reserved within the School Crossing Guard Fund to be used solely for this purpose.

Crystal Lake Library Expenses

Each year, the Crystal Lake Library Board approves and forwards a tax levy request to the City Council. The Library is a component unit of the City, meaning that it does not have independent taxing authority. The Library approved their final levy request on November 16, 2022. The Library Board has requested a 4.28% change to their levy, matching the City's request. This equates to an increase of $202,942. The Library maintains three items on their levy, including operations, Library IMRF and Library FICA.

On December 6, 2022, the City Council adopted a resolution setting the maximum levy at $19,404,026. Below is the proposed 2022 tax levy as compared to the 2021 levy, demonstrating the changes to each line item, as well as the overall bottom line impact of 4.28% to the total combined amount.

	2021 Levy Exended	2022 Levy **Proposed**	Change $	Change %
City Funds				
Fire Rescue	$ 6,947,903	$ 7,348,000	$ 400,097	5.76%
Crossing Guard	55,020	71,900	16,880	30.68%
Police Pension	3,481,424	3,481,415	(9)	0.00%
Fire Pension	2,285,637	2,285,632	(5)	0.00%
City IMRF	750,009	772,510	22,500	3.00%
City FICA	345,920	500,000	154,080	44.54%
Total - City	$ 13,865,914	$ 14,459,457	$ 593,543	4.28%
Library Funds				
Library Operations	$ 4,256,834	$ 4,448,448	$ 191,614	4.50%
Library IMRF	322,314	333,641	11,327	3.51%
Library FICA	162,480	162,480	0	0.00%
Total - Library	$ 4,741,627	$ 4,944,569	$ 202,942	4.28%
Total - ALL FUNDS	**$ 18,607,541**	**$ 19,404,026**	**$ 796,484**	**4.28%**

Determining the impact of the City's tax levy on area home values is dependent on several factors: the assessed value of a property as determined by each township's assessor, the equalization multiplier assigned by each township supervisor, the equalization multiplier assigned by the State and exemptions specific to each property and property owner, (homestead, senior, senior freeze, etc.). The City of Crystal Lake spans four different townships: Algonquin Township, Nunda Township, Dorr Township and Grafton Township.

The City of Crystal Lake City Council must adopt a property tax levy and annually certify to the County Clerk, on or before the last Tuesday in December, the amount to be levied. The resolution determining the maximum 2023 tax levy was adopted on December 6, 2022. Adoption of this resolution was merely a procedural requirement and the actual levy ordinance will be considered following the public hearing at the December 20, 2022 City Council meeting.

Recommendation:

It is the recommendation of the City Manager and Director of Finance to adopt the proposed 2022 Property Tax Levy Ordinance and Certificate of Compliance.

Votes Required to Pass:

Simple Majority

Ord.
File No.

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE CITY OF CRYSTAL LAKE FOR THE FISCAL YEAR BEGINNING THE 1ST DAY OF MAY, 2022 TO THE 30TH DAY OF APRIL, 2023

Draft

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF CRYSTAL LAKE

December 20, 2022

Published in pamphlet form by the authority of the City Council of the City of Crystal Lake, McHenry County, Illinois, this 20th day of December, 2022.

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE CITY OF CRYSTAL LAKE FOR THE FISCAL YEAR BEGINNING THE 1ST DAY OF MAY, 2022 TO THE 30TH DAY OF APRIL, 2023

WHEREAS, the City Council of Crystal Lake in the County of McHenry and State of Illinois did on the 5th day of April, 2022, pass the Annual Budget in accordance with Chapter 65 5/8-2.-9.1, *et. seq*. of the Illinois Compiled Statutes, for the City for the fiscal year beginning on the 1st day of May 2022 the amount of which is ascertained to be One Hundred Sixteen Million, Nine Hundred Thirty-Nine Thousand, Five Hundred Ninety-Four Dollars and No Cents ($116,939,594), excluding inter-fund transfers, which said Budget Resolution was duly published on the 5th day of April, 2022.

WHEREAS, pursuant to State Law (Public Act 95-950), the Mayor and City Council hereby accept the Compliance Reports submitted by the Crystal Lake Firefighters' Pension Fund and the Crystal Lake Police Pension Fund for the year ended April 30, 2023.

WHEREAS, the Mayor and City Council of the City of Crystal Lake did on the 6th day of December, 2022, determine that the levy of the City of Crystal Lake for 2022 would not exceed $19,404,026 exclusive of debt service and, pursuant to Chapter 35, Illinois Compiled Statutes 200/18-55 *et. seq*., entitled "Truth in Taxation Act," all provisions of said Act were fully complied with by the City of Crystal Lake.

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NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Crystal Lake, McHenry County, Illinois:

Section 1: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Nineteen Million, Four Hundred Four Thousand, Twenty-Six Dollars and No Cents ($19,404,026).

Section 2: That the sum of Nineteen Million, Four Hundred Four Thousand, Twenty-Six Dollars and No Cents ($19,404,026) being the total of appropriations heretofore legally made that are to be collected from the tax levy of the City of Crystal Lake for the purpose of providing for the Illinois Municipal Retirement and Federal Insurance Contributions Act Fund (the City's contributions to IMRF and for Social Security and Medicare taxes), Police Pension Fund, Fire Pension Fund, Library Operating Fund, Library IMRF Fund (the Library's contributions to IMRF), the Library Federal Insurance Contributions Act Fund (the Library's contributions for Social Security and Medicare taxes), Fire Rescue

Fund and School Crossing Guard Fund, and Debt Service Funds as appropriated for the current fiscal year by annual appropriation of the City of Crystal Lake for the Fiscal Year 2022/23, passed by the Acting Mayor and City Council of said City at the legally convened meeting of April 5, 2022 be, and the same is hereby levied upon all of the taxable property in the City of Crystal Lake subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "Tax Levy" that appears over them, the tax so levied being for the current fiscal year of said City, and for the said appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

Fund	Appropriation	Tax Levy
City Funds		
General Fund	$ 29,363,290	-
Restricted Police Funds	66,400	-
Fire Rescue Fund	10,159,390	7,348,000
Road/Vehicle License Fund	58,780	-
School Crossing Guard Fund	110,000	71,900
IMRF/FICA Fund - IMRF	841,496	772,510
IMRF/FICA Fund - FICA	786,555	500,000
Motor Fuel Tax Fund	918,600	-
Foreign Fire Insurance Fund	31,950	-
Commuter Parking Fund	270,629	-
Debt Service Funds	1,053,490	-
TIF Funds	2,388	-
Capital Replacement Fund	19,819,890	-
Water & Sewer Funds	35,879,215	-
Group Insurance Fund	6,300,553	-
Police Pension Fund	4,028,930	3,481,415
Fire Pension Fund	2,323,000	2,285,632
Sub-Total City Funds	$ 112,014,556	$ 14,459,457
Library Funds		
Library Operations	$ 3,914,289	$ 4,448,448
Library IMRF	323,923	333,641
Library FICA	213,510	162,480
Construction & Repair Fund	138,790	-
Gift & Memorial Fund	84,334	-
Per Capital Grant Fund	120,192	-
Special Reserve Fund	130,000	-
Sub-Total Library Funds	$ 4,925,038	$ 4,944,569
Grand Total - All Funds	$ 116,939,594	**$ 19,404,026**

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Section 3: That the total amount of Nineteen Million, Four Hundred Four Thousand, Twenty-Six

Dollars and No Cents ($19,404,026) ascertained above, be and is hereby levied and assessed on all property subject to taxation within the City of Crystal Lake according to the value of said property as assessed and equalized for state and county purposes for the current year.

Section 4: That this Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

Section 5: That there is hereby certified to the County Clerk of McHenry County, Illinois, the several sums above, constituting said total amount, and the total amount of Nineteen Million, Four Hundred Four Thousand, Twenty-Six Dollars and No Cents ($19,404,026), which total amount the City of Crystal Lake requires to be raised by taxation for the current fiscal year of the City, and the City Clerk of the City is hereby ordered and directed to file with the County Clerk of the County on or before the time required by law, a certified copy of this Ordinance.

Section 6: That the rate percent be ascertained and tax extended as provided by law against the property included in the City of Crystal Lake.

Section 7: That the provisions of the Truth in Taxation Act, Chapter 35, Illinois Compiled Statutes, 200/18-55 *et. seq*., were complied with by the City of Crystal Lake.

Section 8: Pursuant to Statute, in compliance with Public Act 83-881, the City of Crystal Lake did file on April 27, 2022 an Estimate of Revenue by Source with the McHenry County Clerk's office.

Section 9: Pursuant to the Illinois State Constitution of 1970, the City of Crystal Lake is a Home Rule unit of government, and as such, is not subject to the Act adopted by the Legislature in 1991 providing for tax levy limitations, nor is the City of Crystal Lake subject to individual fund rate limitations.

Section 10: That this Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval.

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ADOPTED this 20th day of December 2022, pursuant to a roll call vote as follows:

AYES:

_____

NAYS:

_____

APPROVED this 20th day of December 2022.

_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Kachiroubas, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

Draft

CERTIFICATION

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

I do hereby certify that the Ordinance hereto attached entitled "AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE CITY OF CRYSTAL LAKE FOR THE FISCAL YEAR BEGINNING THE 1ST DAY OF MAY, 2022 TO THE 30TH DAY OF APRIL, 2023" is a true and correct copy of said Ordinance duly passed at a regular meeting of the Mayor and City Council held on the 20th day of December, 2022, at Crystal Lake, Illinois, at which time ____ Council members were present, _____ attended via remote telephone, and _____ Council members were absent. Motion was made by Councilmember _____ and seconded by Councilmember _____ that the foregoing Ordinance be passed and approved. Upon roll call vote, _____ Council members voted aye, whereupon said Ordinance was declared duly passed and therefore approved by the Mayor, Haig Haleblian.

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_____
Nick Kachiroubas, City Clerk

(SEAL)

CERTIFICATION OF COMPLIANCE WITH TRUTH IN TAXATION ACT

I, HAIG HALEBLIAN, the Presiding Officer of the CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation, do hereby certify that the Levy adopted on December 20, 2022 complies with the provisions of the Truth in Taxation Act, Chapter 35, and Illinois Compiled Statutes 200/18-55 *et. seq*.

_____

Haig Haleblian, Mayor
Presiding Officer of the
City of Crystal Lake

Subscribed and sworn to
before me this___ day of
_____, 2022.

_____

Notary Public

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