CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
April 4, 2023
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – March 21, 2023 Regular City Council Meeting**
5. **Accounts Payable**
6. **Public Presentation**
   The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.
7. **Mayor's Report**
8. **City Council Reports**
9. **Consent Agenda**
   a. **St. Thomas the Apostle School Field Day Special Event Request and Street Closure – May 19, 2023**
   b. **2708 Walkup Avenue – County Zoning Request**
10. **Walk to End Alzheimer's Special Event Request, Closure of Williams Street (between Woodstock Street and Crystal Lake Avenue), and Police Assistance Fee Waiver – October 8, 2023**
11. **City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Cardinal Hospitality Group, d/b/a Off The Vine Wine Shop, 129 N. Main Street**
12. **Retailer Facade and Commercial Tenant Improvement Grant Funds request for Off The Vine, 129 N. Main Street, requesting $10,000 in matching grant funds**
13. **Bid Award – City Landscape and Mowing Maintenance**
14. **Bid Award – 2023 Sidewalk Cutting Program, Municipal Partnership Initiative**
15. **Bid Award – Municipal Complex Exterior Stair Repair**
16. **Proposed Lake Safety Program Budget**
17. **Board and Commission Appointments – Public Arts Commission**
18. **Council Inquiries and Requests**
19. **Adjourn to Executive Session for the purpose of discussing matters of pending and probable litigation, the sale, purchase or lease of real property, collective bargaining and personnel**

20. Reconvene to Regular Session

21. Adjourn

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: St. Thomas the Apostle School Field Day Special Event Request and Street Closure – May 19, 2023

Staff Recommendation: Motion to approve the Special Event Request for St. Thomas the Apostle School's annual Field Day, including street closure, to be held on May 19, 2023 pursuant to the recommended conditions.

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

Background:
St. Thomas the Apostle School is requesting to hold its annual Field Day Special Event. This request includes the closure of Lake Street between Washington Street and the western portion of the St. Thomas the Apostle Church property, and Washington Street between Lake Street and Pierson Street, on Friday, May 19, 2023, from 8:00 a.m. until 2:00 p.m. for the St. Thomas Field Day end of school celebration.

During the St. Thomas Field Day, children will be going back and forth from the school to the playing fields, participating in a wide variety of activities. They will be using the parking lot on Washington Street for the Field Day. Closing Lake Street to Washington Street and closing Washington Street between Lake Street and Pierson Street would make it safer for the children to cross from the school to the fields and parking lot, as well as make it easier on the parent volunteers coordinating the St. Thomas Field Day.

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

1. City-owned barricades must be used to block off the street closure sections. Barricades shall be placed to allow access to existing crosswalks. In addition, a "Local Traffic Only" sign must be temporarily placed at the entrance to Lake Street from Dole Avenue. The petitioner has submitted a Barricade Borrowing Application.
2. The petitioner must send a notice to all affected property owners along Lake Street.

3. The petitioner must submit a hold harmless agreement and certificate of insurance prior to the event.
4. The petitioner must contact the School Districts in the area in case there are any bus routes that may utilize Lake Street.
5. Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway, if necessary.
6. Emergency access to the School must be maintained throughout the event. The petitioner must provide a plan of the St. Thomas Field Day layout.
7. Local traffic access to Lake Street must be maintained throughout the event. Volunteers should be available to remove barricades to allow property owners on the roadway, if necessary.
8. All debris created by the event shall be cleaned up during and after the event.
9. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
10. If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department at (815) 356-3640 for further review.
11. Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.
12. In the case of inclement weather, an alternate date can be approved by the City Manager.

The City Council has approved this event in the past. The applicant has been made aware of these recommended conditions and advised to attend the April 4, 2023 City Council meeting to answer any questions.

Votes Required to Pass:
Simple majority vote

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME St. Thomas School Field Day

EVENT LOCATION St. Thomas School 272 King St. C.L. 60014

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

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

RECEIVED
FEB 27 2023
By 1:13 pm

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event: Fun games & food for kids to participate in.

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

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

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

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

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

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

9. Estimated attendance: 120

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

ORGANIZATION INFORMATION

11. ☐ Organization is registered with the State of Illinois as a Non-Profit Organization

12. Name of Event Manager: Jennifer Ka Ha

13. Contact Information for Event Manager:

Address: 272 King St.
C.L. 60014

(Please check preferred means of contact)

Daytime phone: [redacted] ☑

Emergency phone: _____ ☐

Cell phone: _____ ☐

Email: [redacted] ☒

EVENT OPERATION

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

Set Up: May 18

Event: May 19

Dismantling: May 19

15. Hours of the event:

Set Up: 3-5 pm

Event: —

Dismantling: 3-5 pm

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☐ Yes ☑ No

    Temporary neighborhood event signs ☐ Yes ☑ No

    Directional signs ☐ Yes ☑ No

    Banner ☐ Yes ☑ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

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

    _____

    _____

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

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

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

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

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

_____

_____

_____

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Joseph Katta
Signature

2-27-23
Date

Jennifer Katta
Print Name

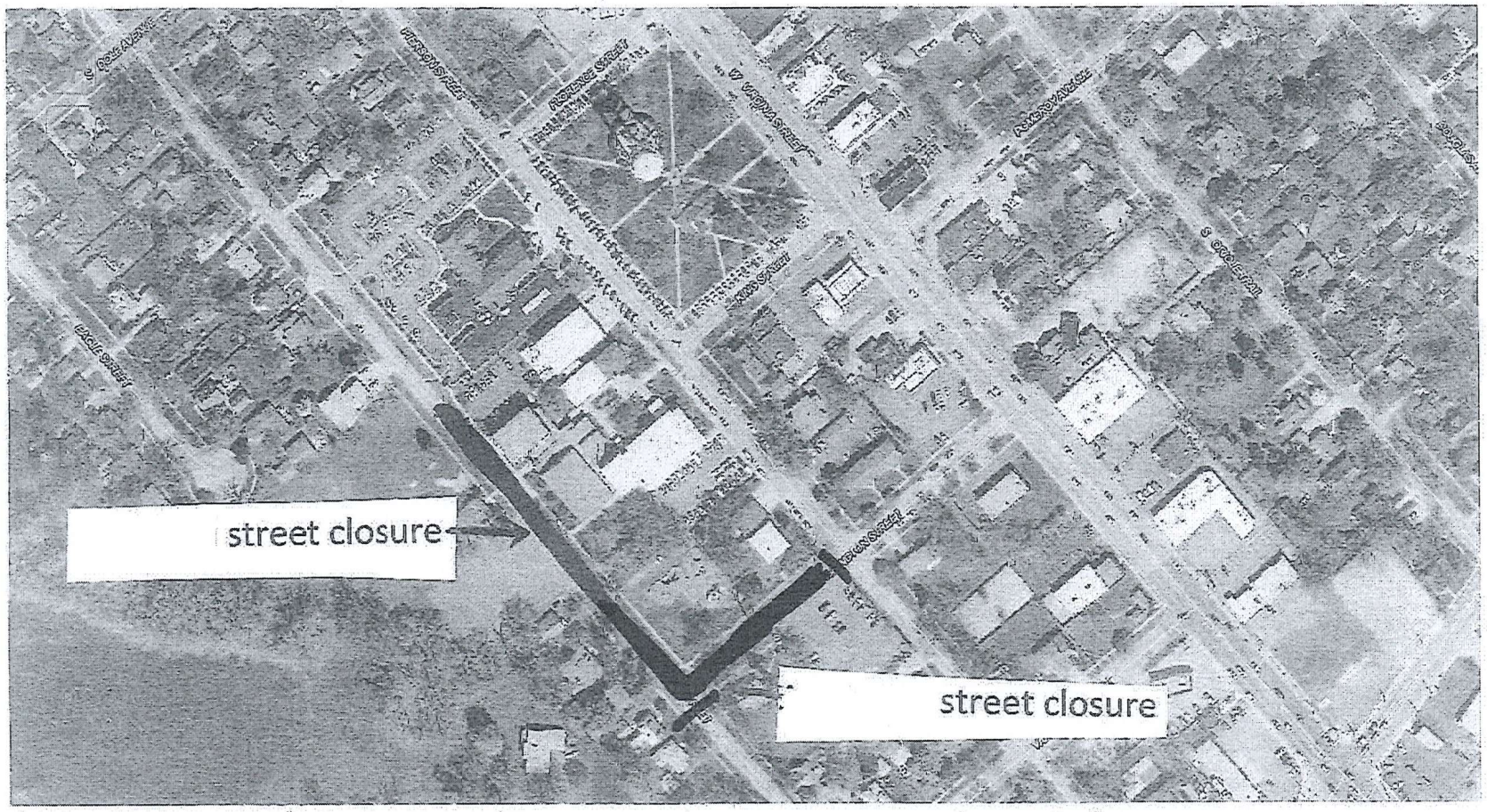
STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No


street closure
street closure

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: COUNTY ZONING REQUEST

2708 Walkup Avenue
City of Crystal Lake

Recommendation: City Council's discretion.

a) Motion to object to the proposed Reclassification from the "A-1" Agriculture District to the "E-1" Estate District directing staff to proceed with an objection to the County Hearing Officer.

b) No action.

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

Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question is zoned "A-1" Agriculture District and consists of approximately 9 acres. Currently, the subject property contains a single-family residence, a barn, several accessory structures and a cell tower.
- The subject property is surrounded by County Zoning District "E-1" Estate District to the north, south and east, and "R1" Single-Family Residential to the west.

Request:

- The petitioners are requesting a Reclassification from the "A-1" Agriculture District to the "E-1" Estate District to subdivide the parcels into three (3) one (1) acre parcels. The remaining acreage, approximately 7 acres, will remain with the existing homestead and barn and current agricultural use.
- Per the McHenry County Unified Development Ordinance, *"the intent of the E-1 Estate District is to accommodate single-family residences on a minimum of one (1) acre that, due to topography and location, are well suited for single-family use. The E-1 District is intended to be located in close proximity to municipalities or historic town centers where infrastructure and services are readily accessible, to encourage the compact and contiguous development policy of the 2030 Plan, and shall take into consideration the densities of the adjacent municipality."*

- The County's 2030 Land Use Plan identifies the subject property as residential. This is consistent with the surrounding land uses.
- The petitioners have noted in their application the subject property was always contemplated for redevelopment. There are road stubs from each adjoining subdivision that terminate at the subject property.
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

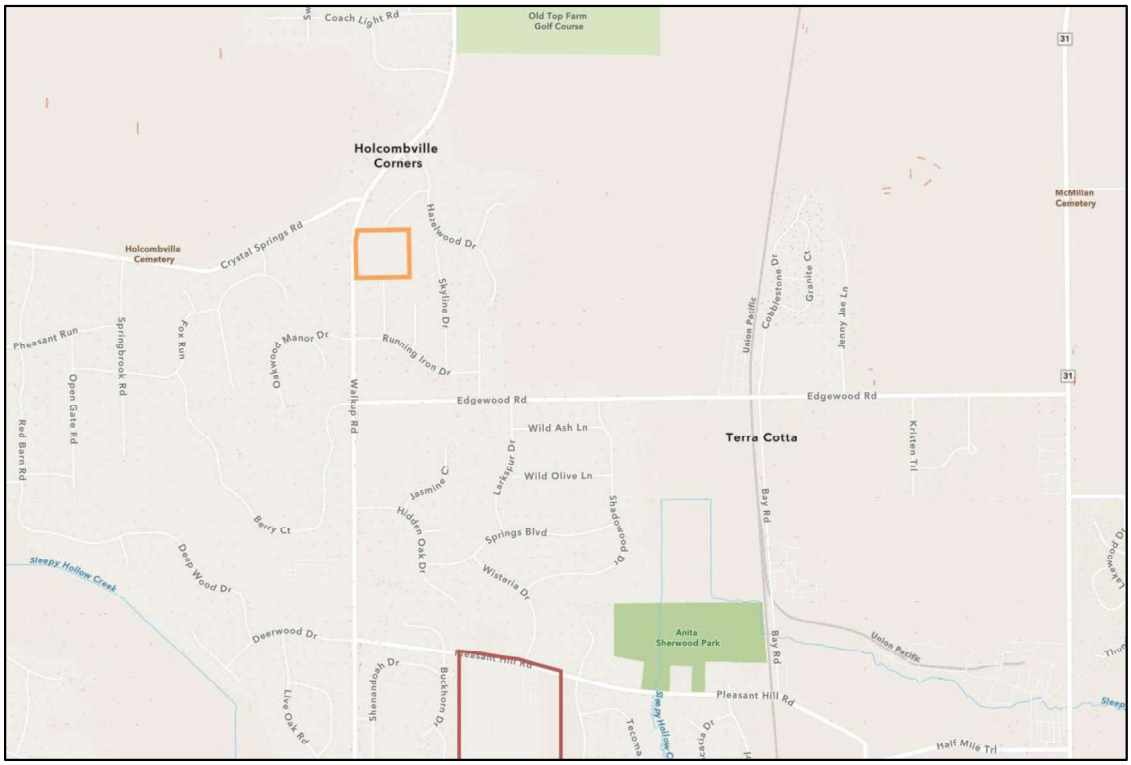
Votes Required to Pass: A simple majority.

PIQ Map

2708 Walkup Avenue, Crystal Lake, IL

Nunda Township

Approximately 1 mile outside of City Limits





McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

April 13, 2023, 1:30 PM
Conference Room A
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Pages

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **NEW BUSINESS / PUBLIC HEARING**
   - 3.1 2022-043 Mey, Nunda Twp, A1-E1 — 2
4. **OLD BUSINESS**
5. **PUBLIC COMMENT**
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. **ANNOUNCEMENTS**
7. **ADJOURNMENT**

MCHENRY COUNTY PLANNING AND DEVELOPMENT
2200 N. SEMINARY AVENUE, WOODSTOCK, IL 60098
815-334-4560

Office Use Only

Petition #/Permit # 2022-043

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION:

Name DAVID MEY KIMBERLY MEY
Address 2708 WALKUP AVE
City, St, Zip CRYSTAL LAKE IL
Daytime Phone [redacted]
Email

ATTORNEY or AGENT CONTACT INFORMATION (If Applicable):

Name WILLIAM HELLYER
Address 444 H RT 31
City, St, Zip CRYSTAL LAKE IL 60012
Phone [redacted]
Email [redacted]

APPLICANT (If other than owner):

Name DAVID KIMBERLY MEY
Address 2708 WALKUP
City, St, Zip CRYSTAL LAKE, IL 60014
Daytime Phone [redacted]
Email

TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER (please use separate page for additional information):

Name
Address
City, St, Zip
Phone
Email

PARCEL INFORMATION:

Address 2708 WALKUP AVE
City CRYSTAL LAKE Zip 60014
Parcel/Tax Number ~~14-17-426-002~~ & 14-17-426-009
Number of Acres 8.85

Applying For: (Check all that apply)		
	☒ Reclassification	Current Zoning: A-1 Requested Zoning: C-1
	☐ Conditional Use & Site Plan Review	CUP Request:
	☐ Variation, Administrative ☐ Variation, Zoning	Variation Request:
	☐ Site Plan Review	Type:
	☐ Text Amendment	UDO Section(s):
	☐ Appeal	Type:

Please provide additional information on the back of this page.

NARRATIVE: Please use this space to explain your request in detail.
LOOKING TO REZONE PROPERTY TO E-1
WITH INTENT TO SUBDIVIDE -
PARCEL INTO 3 (1) ACRE PARCELS +
REMAING ACREAGE TO REMAIN
WITH HOMESTEAD + BARN

CONSENT

I/We hereby authorize that the aforementioned applicant, attorney, and agent may act and testify on my behalf as my agent in the matter of this zoning application regarding the property listed above that is the subject of this application.

VERIFICATION

I/We hereby verify and attest to the truth and correctness of all facts, statements and information presented herein.

David Mey
Owner's Signature

DAVID MEY
Print Name

Kimberly Mey
Signature

KIMBERLY MEY
Print Name

SUBSCRIBED and SWORN to before me this 26 day of SEPT, 2022.

W A Hellyer
NOTARY PUBLIC

OFFICIAL SEAL
WILLIAM A HELLYER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/4/25

***Approval Standards for Reclassification of Zoning (Map Amendments)*:**

a. *The compatibility of the proposed zoning with the existing use and zoning of nearby property.*

The PIQ is presently zoned A-1, however is surrounded by residential development. There is a subdivision to the North and South of the PIQ with roads from each stubbed into the PIQ. Parcels across the street are residential as well.

b. *The extent to which property values of the subject property are diminished by the existing zoning.*

The rezoning of the PIQ will make the parcel consistent with the surrounding properties and will actually increase the values of the surrounding properties.

c. *The extent to which the public health, safety, and welfare of the public are promoted by the existing zoning.*

The existing zoning is A-1 and is a pocket within other residential uses. Approximately 7 acres of the parcel will continue to be utilized and exist with an Agricultural look and use.

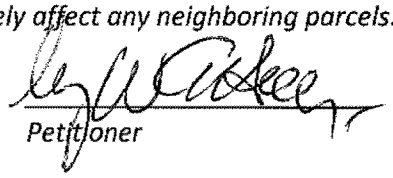
d. *The relative gain to the public, as compared to the hardship imposed upon the applicant, if the proposed zoning is denied.*
The gain to the public is there will be 3 additional buildable parcels on the tax rolls that will utilize road stubs that already exist. There will be no additional cost to the County, however will add additional tax base to the County. The hardship to the Applicant if not approved is that the property is not being utilized to its highest and best value. It appears that it was always contemplated that the PIQ would somehow be developed as there are road stubs from each adjoining subdivision that terminate at the PIQ.

e. *The suitability of the property for the purposes for which it is presently zoned.*
The PIQ is presently zoned A-1 yet is less than 10 acres. A majority of the PIQ will continue to be ag in nature.

f. *The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the subject property.*
The property is not vacant, however was always contemplated to be developed as noted herein. The rezoning and ultimate development of the property will be the best of all worlds allowing for continued open space and ag practices and development of the parcel.

g. *The community need for the proposed use.*
It was always contemplated that the parcel would be developed. This is the highest and best use of the PIQ

h. *The consistency of the proposed amendment with the adopted comprehensive plan and the appropriateness of the comprehensive plan to the subject property.*
The proposed development of the PIQ is consistent with the comprehensive plan and does not call for high density such that the development would adversely affect any neighboring parcels.

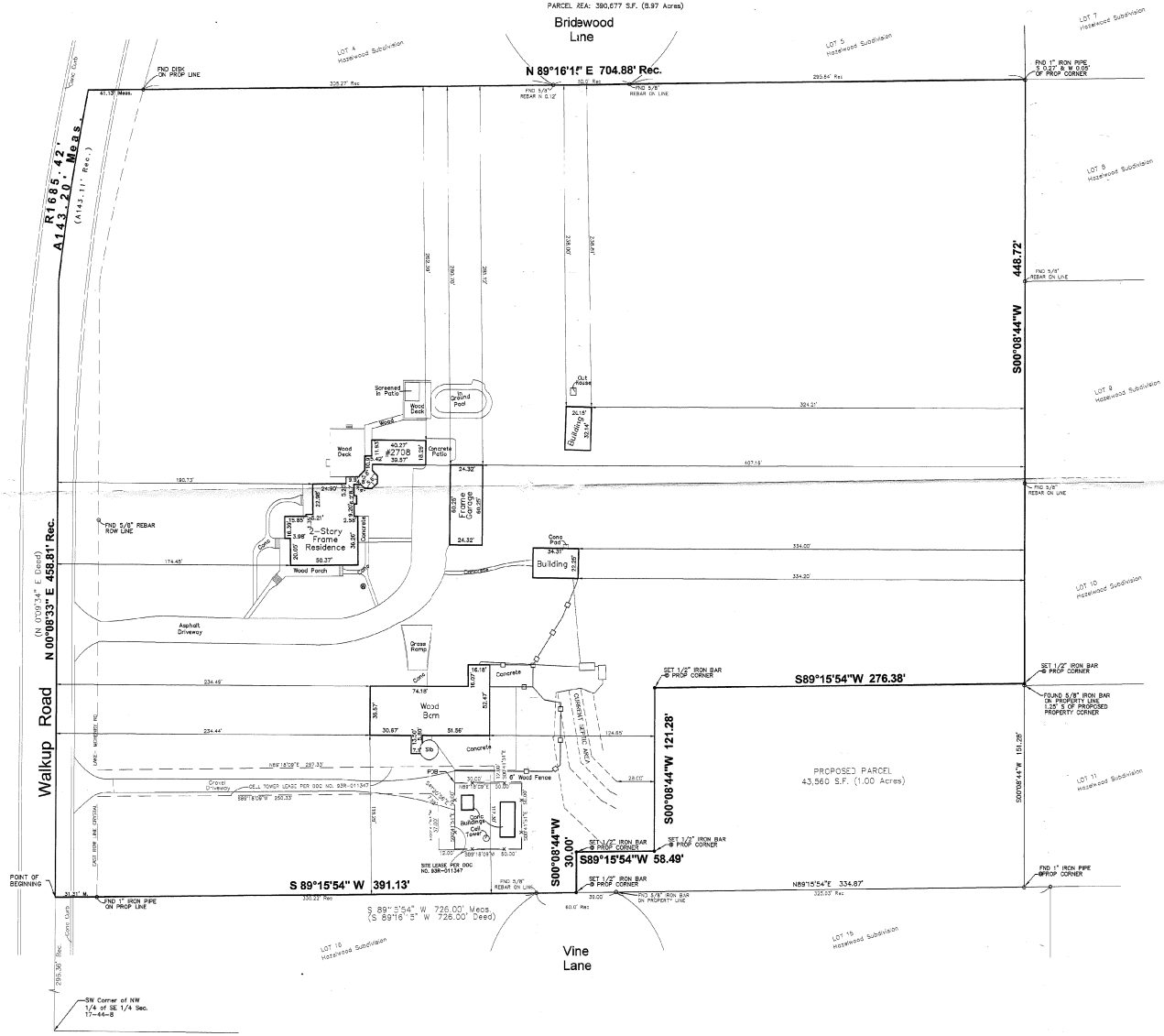


Petitioner

Plat of Survey

LEGAL DESCRIPTION: THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 8 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED ON THE WEST LINE OF SAID QUARTER, 296.36 FEET NORTH OF THE SOUTHWEST CORNOR OF SAID QUARTER; THENCE NORTH 0°09'4" EAST ALONG THE WEST LINE OF SAID QUARTER FOR A DISTANCE OF 458.81 FEET TO THE CENTERLINE OF CRYSTAL LAKE–MCHENRY ROAD (CUNTY ROUTE #6); THENCE NORTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROUTE #6, BEING ALONG A CURVE HAVING A RADIUS OF 1684.0 FEET AS SAID CURVE IS CONVEXED TO THE WEST FOR AN ARC DISTANCE OF 143.11 FEET; THENCE NORTH 89°16'15" EAST, 704.88 FEE; THENCE SOUTH 0°08'44" WEST, 448.72 FEET; THENCE SOUTH 89°15'54" WEST, 276.38 FEET; THENCE SOUTH 00°08'44" WEST, 121.28 FEE; THENCE SOUTH 89°15'54" WEST, 58.49 FEET; THENCE SOUTH 00°08'44" WEST, 30 FEET; THENCE SOUTH 89°15'54" WEST (SOUTH 89°16'15" WEST DEED), 391.13 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL AREA: 390,677 S.F. (8.97 Acres)



NOTE: ON SITE WASTE DISPOSAL SYSTEM AS SHOWN HEREON TAKEN FROM DESIGN BY SCHMITT ENGINEERING AND PROVIDED BY HOMEOWNER

LEGEND

- Set P
- Fnd P
- Fnd "X"
- Fnd P.K.
- Wood Fence
- Ch. Fence
- Concrete
- Wood Deck
- Brick
- STREET LIGHT
- E- BOX
- WATER VALVE VAULT
- FIRE HYDRANT
- MANHOLE
- STORM MANHOLE
- JUNCTION BOX
- POWER POLE
- ELECTRIC TRANSFORMER

0' 40' 80' 120'

Luco Surveying
Professional Design Firm No. 184.007972
54 Lou Avenue Crystal Lake, IL 60014
Phone: 815.526.3874 Email: admin@lucosurveying.com

Common Address: 2708 Walkup Road, Crystal Lake, IL
PIN # N/A

Job Number: 21 - 63710A Drawn By: JPC

Client: Mey, David Reference: N/A

Field Work Completion: 03-25-2019

Revisions:

THIS DOCUMENT IS NOT VALID WITHOUT THE SURVEYOR'S SEAL.

STATE OF ILLINOIS)
COUNTY OF MCHENRY) ss

IN MY PROFESSIONAL OPINION, AND BASED ON MY OBSERVATIONS, I HEREBY CERTIFY THAT THE PLAT HEREON DRAWN IS A TRUE REPRESENTATION OF SAID SURVEY.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 16th DAY OF April A.D. 2021

JEFFREY A. SPENCE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3898
REGISTERED AGENT FOR LUCO SURVEYING
LICENSE TO BE RENEWED NOVEMBER 30, 2022

JEFFREY A. SPENCE 35-3898 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

NOTES:
*COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED AND REPORT ANY DIFFERENCE, IMMEDIATELY.
*ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
*BEARINGS AS SHOWN ARE ASSUMED AND ARE SO INDICATED FOR INTERIOR ANGLES ONLY.
*BUILDING LINES AND EASEMENTS AS SHOWN ARE BASED SOLELY ON PROVIDED DOCUMENTS.
*UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO CONDUITS AND CABLES (IF ANY) HAVE NOT BEEN SHOWN HEREON.

IN THE MATTER OF THE APPLICATION OF ***DAVID MEY & KIMBERLY A. MEY,*** OWNERS OF RECORD**,** FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A ***RECLASSIFICATION***	))) LEGAL NOTICE OF PUBLIC HEARING) # 2022-043))

Notice is hereby given in compliance with the McHenry County Unified Development Ordinance, that a public hearing will be held before the **McHenry County Zoning Board of Appeals,** in connection with this Ordinance, which would result in a **RECLASSIFICATION** for the following described real estate:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 8 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED ON THE WEST LINE OF SAID QUARTER, 296.36 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER; THENCE NORTH 0°09'34" EAST ALONG THE WEST LINE OF SAID QUARTER FOR A DISTANCE OF 458.81 FEET TO THE CENTERLINE OF CRYSTAL LAKE-MCHENRY ROAD (COUNTY ROUTE #6); THENCE NORTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROUTE #6, BEING ALONG A CURVE HAVING A RADIUS OF 1685.42 FEET AS SAID CURVE IS CONVEXED TO THE WEST FOR AN ARC DISTANCE OF 143.11 FEET; THENCE NORTH 89°16'15" EAST, 704.88 FEET; THENCE SOUTH 0°08'44" WEST, 448.72 FEET; THENCE SOUTH 89°15'54" WEST, 276.38 FEET; THENCE SOUTH 00°08'44" WEST, 121.28 FEET; THENCE SOUTH 89°15'54" WEST, 58.49 FEET; THENCE SOUTH 00°08'44" WEST, 30 FEET; THENCE SOUTH 89°15'54" WEST (SOUTH 89°16'15" WEST DEED), 391.13 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PIN # 14-17-426-009

The subject property is located on the east side of Walkup Rd approximately 425 feet south of the intersection of Crystal Springs Road and Walkup Road, ***with a common address of 2708 Walkup Road, Crystal Lake, Illinois, in Nunda Township.***

The subject property is presently zoned ***"A-1" Agricultural District*** and consists of approximately **8.97 acres** with ***"R1" Single-Family Residential zoning to the West and "E1" Estate zoning to the North, East and South.***

The Applicants are requesting **a RECLASSIFICATION** ***of the subject property from the A-1 Agriculture District to the E-1 Estate District.***

The Applicants presently reside at ***2708 Walkup Road, Crystal Lake, IL.***

A hearing on this Petition will be held on the 13th day of April 2023 at 1:30 P.M. in room # A at the McHenry County Government Center/Ware Rd. Administration Building, 2200 N. Seminary Avenue, Woodstock, Illinois at which time and place any person desiring to be heard may be present.

DATED THIS 13th DAY OF APRIL 2023.

By: David Stone, Chairman
McHenry County Zoning Board of Appeals
2200 N. Seminary Avenue
Woodstock, IL 60098

Live audio streams of all Zoning Board of Appeals hearings can be accessed at the following link: www.mchenrycountyil.gov/county-government/new-meeting-portal and choosing the "video" link for the specific meeting date.

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: Walk to End Alzheimer's Special Event request, Closure of Williams Street (between Woodstock Street and Crystal Lake Avenue) and Police Assistance Fee Waiver – October 8, 2023

Staff Recommendation: Motion to approve the application for a Special Event for the Walk to End Alzheimer's to be held on October 8, 2023, including Street Closure, pursuant to the recommended staff conditions listed, and waiver of the Police Department chargeback fees ($3,043.68)

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

Background:
This is a request to hold the Walk to End Alzheimer's in Crystal Lake. The event is planned for Sunday, October 8, 2023. The walk will begin at 8:00 a.m. and finish at approximately 11:30 a.m. on Williams Street. This is a first time special event request. The Walk is taking place in 600 communities nationwide. The Walk to End Alzheimer's is the largest event to raise funds for Alzheimer's care, support, and research. The event will consist of a walk throughout Downtown Crystal Lake, utilizing the public sidewalks, a stage set up for a ceremony, children's activities, including face painting, balloon artists, and costumed characters. The event organizers have been in contact with, and received support from, the Downtown Crystal Lake association.

The organizers are requesting the following:

- The closure of Williams Street from Woodstock Street to Crystal Lake Avenue for the start of the walk and planned activities.

- Assistance from the Crystal Lake Police Department along the walking route. The organizer is requesting that the City of Crystal Lake provide police services at the donation tent, in the activities area, as well as, at key intersection crossings. The recommended number of Police officers and volunteers for the event have been

determined by the Police Department. Volunteers will be stationed along the walking route to assist with safety and direction only. The Police Department has determined that the chargeback fee will be approximately $3,043.68.

The walk organizers are requesting a waiver of the Police assistance fees.

The organizers must also ensure that the participants are aware that they will be walking on sidewalks and will be crossing normal direction of vehicle traffic in various locations on the course.

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

1) Items must be not located so as to block sidewalks.
2) Streets are not to be marked with paint or any permanent materials.
3) Signs indicating the road closure to be posted a minimum of 24 hours prior to the event and in the locations designated by the Police Department. Traffic control and signage may be required throughout the course. The petitioner must meet with the City's Police, Community Development, and Public Works Departments to discuss signage needed.
4) All directly affected businesses and residents on Williams Street must be notified in advance of the road closure.
5) The volunteers must carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
6) The event organizers must coordinate with the Crystal Lake Police regarding assistance during the event. Please contact the Police Department by September 1, 2023, to determine/arrange for police officers for traffic control.
7) City-owned barricades must be used to block off the street closure sections. Barricades must be placed to allow access to existing crosswalks. A Barricade Borrowing Application and Hold Harmless agreement are on file with the City.
8) Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum required widths and clearances shall be maintained at all times. Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access.
9) The route indicated has participants traveling directly in front of Crystal Lake Fire Rescue Department Station 1. Have volunteers posted at this location to assist participants to allow emergency response vehicles access out of the station if necessary.
10) Barricades shall be placed so that emergency response personnel are capable of moving them if emergency response vehicles need access.
11) An access lane of no less than 20-feet must be maintained for emergency vehicles access to Williams Street and other streets in the area to be barricaded.
12) Tents having an area exceeding 400 square feet (700 square feet with open sides) shall require a permit in accordance with (2018) IFC Section 3103.2. Please contact the Fire Rescue Department (815-356-3640) if utilizing a tent that shall require a permit.
13) All electrical equipment shall be listed/labeled for outdoor use and shall comply with NFPA 70.
14) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
15) All debris created by the event must be cleaned up during and after the event.

City of Crystal Lake
Special Event Permit Application

Office use only
Case No: _____
Date Submitted: _____

General Information

Name of Event: Walk to End Alzheimer's, McHenry County

Type of Event:

- ☐ Festival
- ☐ Outdoor Sales Event
- ☐ Open Air Gathering
- ☑ Walk/Run
- ☐ Parade
- ☐ Film Production
- ☐ Carnival
- ☐ Gun Show
- ☐ Other _____

Location of Event: Downtown Crystal Lake

Date(s) of Event: Sunday, October 8 Hours of Event: 8:30am to 11:30am Estimated attendance: 500

Petitioner Information

Name Taylor Adolphson

Address: 1111 S. Alpine Rd, Suite 800

Rockford, IL 61108

Telephone: (815) 494-4601

E-mail: taadolphson@alz.org

Owner Information (if different)

Name _____

Address: _____

_____

Telephone: _____

E-mail: _____

Event Web site: act.alz.org/mchenrycounty

General Description of the Event (Attach a separate page if necessary):
Walk event with brief ceremony to raise funds for Alzheimer's care, support and research

Event Details

Will you serve alcohol at your event? ☐ **YES** ☑ **NO**
Please contact the City Manager's Office prior to the event for information on liquor license requirements. Liquor licenses require City Council approval. This may take additional time; please plan accordingly.

Will you serve food at your event? ☑ **YES** ☐ **NO** If yes, please indicate the number of vendors 2-3
Note: a list of food vendors must be submitted to the Community Development Department prior to the event. All food vendors are required to obtain permits from the McHenry County Department of Health..

Are you requesting a Crystal Lake Police detail for this event, or has this event been required to have a Crystal Lake Police Detail in the past? ☑ **YES** ☐ **NO** *Note: Special Event Organizers will be responsible for costs associated with Police details.*

Are you requesting a Crystal Lake Fire Rescue ambulance be stationed at this event? ☐ **YES** ☑ **NO**
Note: Special Event Organizers will be responsible for costs associated with Fire Rescue Ambulance services.

Would you like to request the closing of city streets? ☑ **YES** ☐ **NO**
If yes, please attach a map that shows the locations, dates, and times of the requested street closures.

Are you requesting the use of any other city-owned property, i.e. parking lots, parks, sidewalks, etc.?
☑ **YES** ☐ **NO** *If yes, please indicate the property that you are requesting to use* _____

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

Will you have a stage at your event? ☑ **YES** ☐ **NO**
If yes, please submit the stage specifications and assembly instruction to Community Development prior to the event.

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

Will there be amusement rides and/or inflatable devices at the event? ☐ **YES** ☑ **NO**

Are you holding a raffle at your event? ☐ **YES** ☑ **NO**
If yes, you must submit an Application to Conduct a Raffle at least seven to ten days prior to the event. The application is available on the City's website or you may contact the City Manager's office at 815-459-2020.

Are you planning to put up signs to promote your event? ☑ **YES** ☐ **NO**
If yes, please submit a detailed description of the types of signs you will use to promote this event and the locations they will be placed. Please indicate the locations on the site plan.

Will you be borrowing City barricades? ☐ **YES** ☑ **NO** *If yes, please submit a barricade borrowing application.*

Parking Accommodations: Please provide details about how parking will be accommodated. This can be done on the submitted site plan/route map or a description can be attached on a separate page.

Will there be an admission charge for any aspect of the event? ☐ **YES** ☑ **NO**
If yes, please describe the admission charges on a separate attachment.

Will there be any entertainment associated with the event? ☐ **YES** ☑ **NO**
If yes, please attach a separate sheet describing the type and nature of entertainment, such as music acts, carnival rides, or games of chance.

Acknowledgements and Certification

By signing below, I certify the following:

I have the authority from my organization to sign and submit this application on their behalf. I agree to inform the City of Crystal Lake of any changes in the application at least 7 days prior to the event. I agree to the terms and conditions listed above. I acknowledge that not all of the aspects of the Special Event may be approved as presented, changes may be necessary based on City staff review. I acknowledge my Special Event Permit may be denied or revoked at any time prior to or during the event based on failing to comply with the terms and conditions of the Special Event Permit.

Organizer (Print & Sign name) Taylor Adolphson Taylor Adolphson *Date* 1/04/2023

Owner (Print & Sign name) _____ *Date* _____

ALZHEIMER'S ASSOCIATION

Taylor Adolphson <taadolphson@alz.org>

Walk to End Alzheimer's 2023

Downtown Crystal Lake <info@downtowncl.org> Tue, Jan 24, 2023 at 3:03 PM
To: Taylor Adolphson <taadolphson@alz.org>

Hello Taylor,

I apologize about my delay. I want to say on behalf of Downtown Crystal Lake, we would welcome the Walk to End Alzheimer's on Sunday, Oct. 8. It will bring guests into our Downtown and will benefit by bringing new visitors and giving back to our community.

Let me know if you need assistance with anything.

Lynn

Lynn Reckamp

Executive Director

Downtown Crystal Lake/Main Street

815/479-0835

www.DowntownCL.org

[Quoted text hidden]

Laurrie Fitzgerald

From: Taylor Adolphson <taadolphson@alz.org>
Sent: Wednesday, March 29, 2023 10:16 AM
To: Laurrie Fitzgerald
Subject: Police Chargeback Waiver Request- Walk to End Alzheimer's

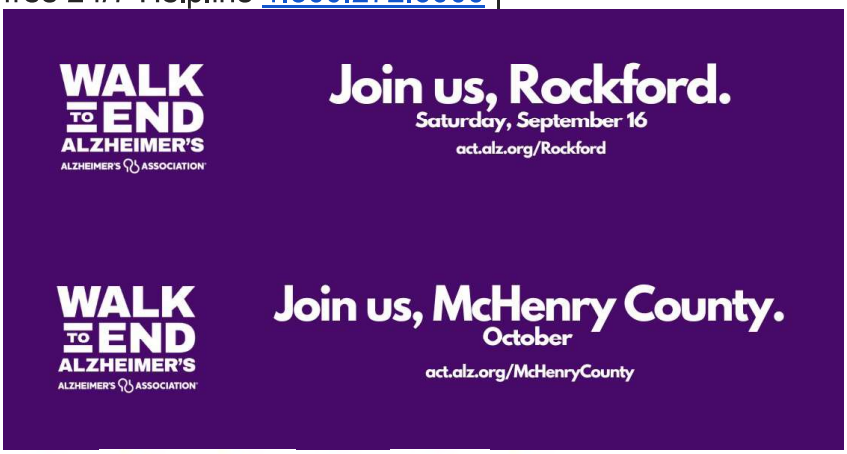
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

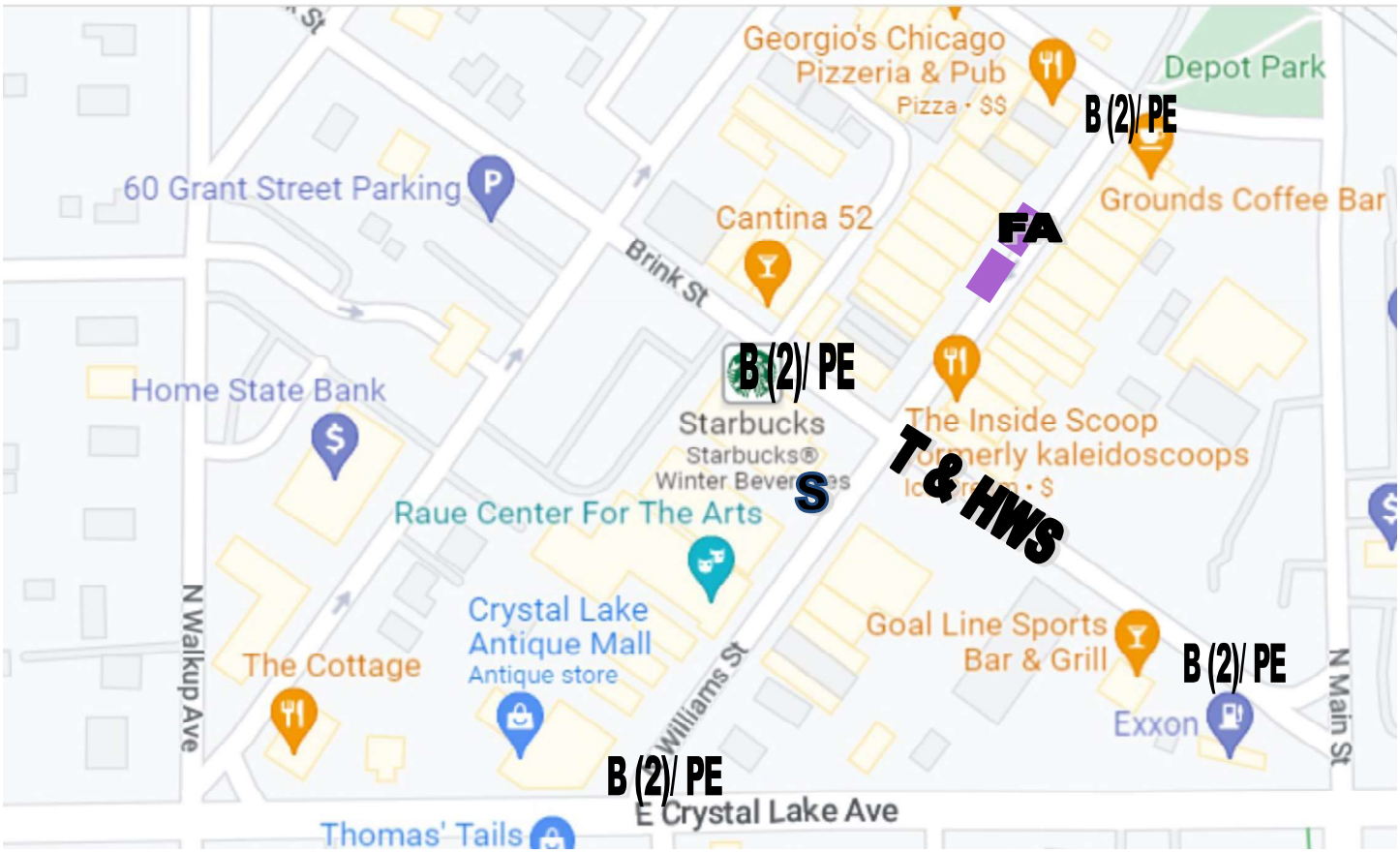
Good morning Laurrie,

For our fundraising event, the Walk to End Alzheimer's, I would like to request the waiver of the police chargeback fees. The Alzheimer's Association is a 501(c)3 and all funds raised through the Walk to End Alzheimer's go to Alzheimer's care, support and research. Thank you for your consideration.

Taylor

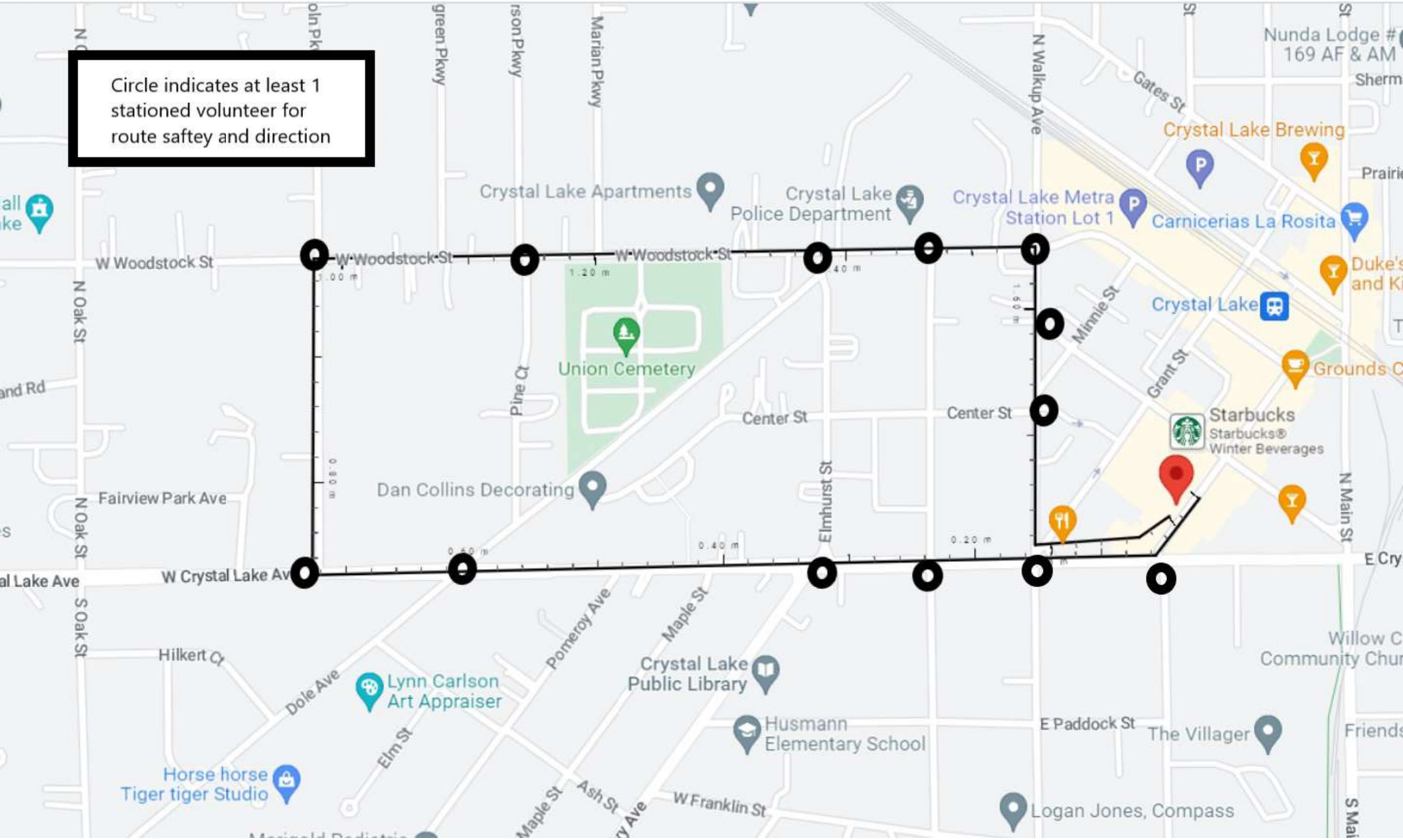
--
Taylor Adolphson | Manager, Walk to End Alzheimer's (Rockford and McHenry County) | Alzheimer's Association Illinois Chapter | (815) 494-4601 | taadolphson@alz.org | www.alz.org/illinois | Toll-free 24/7 Helpline 1.800.272.3900 |





G– Placed at various high traffic areas along Williams St

FV & BV– We provide packaged granola bars, fruit and water, but no third party food or beverage vendors


Circle indicates at least 1 stationed volunteer for route saftey and direction
W Woodstock St
N Oak St
Fairview Park Ave
W Crystal Lake Ave
S Oak St
Hilkert Ct
Dole Ave
Lynn Carlson Art Appraiser
Horse horse Tiger tiger Studio
Elm St
Pomeroy Ave
Maple St
Ash St
W Franklin St
Crystal Lake Public Library
Husmann Elementary School
Logan Jones, Compass
E Paddock St
The Villager
Dan Collins Decorating
Union Cemetery
Pine Ct
Center St
Elmhurst St
Crystal Lake Apartments
Crystal Lake Police Department
Crystal Lake Metra Station Lot 1
N Walkup Ave
Gates St
Crystal Lake Brewing
Carnicerias La Rosita
Crystal Lake
Minnie St
Grant St
Starbucks
Starbucks®
Winter Beverages
N Main St
Nunda Lodge #
169 AF & AM
Willow C
Community Chur
Friends
1.00 m
1.20 m
0.40 m
1.60 m
0.80 m
0.40 m
0.40 m
0.20 m

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Cardinal Hospitality Group, d/b/a Off The Vine Wine Shop, located at 129 N. Main Street

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 34 license to 35 licenses, in order to allow for the issuance of a new Class 13 liquor license to Cardinal Hospitality Group, d/b/a Off The Vine Wine Shop, located at 129 N. Main Street

Staff Contact: Nicholas Hammonds, Assistant City Manager
Melanie Nebel, Executive Assistant

Background:
Cardinal Hospitality Group, d/b/a Off The Vine Wine Shop, located at 129 N. Main Street is requesting the creation of a Class 13 liquor license for their new retail store, Off The Vine Wine Shop.

Class 13 license authorizes the sale of alcoholic liquors on the premises specified in the license in packages only but not for consumption on the premises where sold between the hours of 7:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday, Friday and 7:00 a.m. Saturday and 2:00 am. Sunday and 7:00 a.m. Sunday and 2:00 a.m. Monday. A Class B type restaurant may be located on the premises. The annual fee for such a license shall be $625.

Current Class 13 License Holders:

Name	Address	Zoning
7-Eleven	60 W. Terra Cotta (Northside Center)	"O PUD"
7-Eleven	1024 McHenry Ave.	"B-1 PUD"
7-Eleven	6225 Northwest Highway	"B-1 PUD"
Casey's	1095 Pyott Road	"B-2 PUD"
Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"

Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"
Crystal Lake BP	281 W. Virginia Street	"B-2"
Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"
Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
KA Sales (Exxon)	415 W. Virginia	"B-2"
Nick's General Store/Yoga on Lake	1309 North Avenue	"R-2"
LaRosita of Mesos Group, Inc.	131 Main Street	"B-4"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Mobil Mart	250 N. Route 31	"B-2"
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Osco Drug	6140 Northwest Highway (The Commons S.C.)	"B-2 PUD"
RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Thornton's LLC	911 Tek Drive	"B-2 PUD"
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
Wal-Mart	1205 Route 31	"B-2 PUD"

The applicant has submitted all of the necessary paperwork. There are no zoning issues with the request.

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

- Successful completion of background checks
- Payment of Prorated License Fee
- Certificate of Occupancy

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the creation of a Class 13 liquor license for Cardinal Hospitality Group, d/b/a Off The Vine Wine Shop, located at 129 N. Main Street.

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 13 License shall be increased from 34 to 35, to create a Class 13 Liquor License for Cardinal Hospitality Group, d/b/a Off The Vine Wine Shop, 129 N. Main Street.

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 4th day of April, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 4, 2023
APPROVED: April 4, 2023

Dear Mayor Halebliah and City Counsell Members,

We are requesting approval of a class13 liquor license for Off The Vine Wine Shop, a new retail wine Shop to be located at 129 N. Main Street, Crystal Lake, IL 60014.

We are currently operating The Vine & Plate Wine Bar + Provisions, a wine bar and restaurant located at 414 W. Virginia Street, Crystal Lake IL 60014.

Our new venture will feature an extensive offering of wines from around the world as well as retail items, wine books, wine glasses, wine openers etc. We will offer prepacked food items as well. We believe this will be a good fit for the area.

We are excited for the opportunity to extend and expand our offerings to the Crystal Lake community.

Thank you Mayor Halebliah and City Counsel members for your consideration.

Best Regards,

Elizabeth Bednarczyk

LL23-000001
Liquor License

Applicant Name	Elizabeth Bednarczyk
Applicant Email	cardinalhospitalitygroup@gmail.com
Applicant Address	46 S. McHenry Avenue Crystal Lake IL 60014
Applicant Company Name	Vine & Plate Wine Bar + Provisions
Applicant Company Address	414 W. Virginia Street Crystal Lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	[redacted]
Applicant Work Phone	815-893-0325
Application Type	New
License Classification	Class 13
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Cardinal Hospitality Group
DBA	Off The Vine Wine Shop
Phone Number	7799947940
Contact Person Name	Elizabeth Bednarczyk
Contact Person Email	offthevinewineshopcl@gmail.com
Contact Person Address	46 McHenry Ave. CRYSTAL LAKE IL 60014
Contact Person Company Name	Off The Vine Wine Shop
Contact Person Company Address	129 N. Main Street Crystal Lake IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	Elizabeth Bednarczyk
Manager Email	offthevinewineshopcl@gmail.com
Manager Address	46 McHenry Ave. CRYSTAL LAKE IL 60014
Manager Company Name	Off The Vine Wine Shop
Manager Company Address	129 N. Main Street Crystal Lake IL 60014
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	Elizabeth J. Bednarczyk / Owner
Home Address	46 McHenry Ave Crystal Lake IL 60014
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	offthevinewineshopcl@gmail.com
Officer Full Name and Title	Elizabeth J. Bednarczyk/ Owner
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	46 McHenry Ave Crystal Lake IL 60014
Date of Birth	[redacted]
Phone Number	
Email	offthevinewineshopcl@gmail.com
Officer Full Name and Title	Elizabeth J. Bednarczyk/ Owner
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	46 McHenry Ave Crystal Lake IL 60014
Date of Birth	[redacted]
Phone Number	
Email	
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	Herzliya LP
Address of Lessor	1720 Marquette Ct. Lake Forest, Lake IL 60045
Period Covered by Lease	February 1, 2023-April 30, 2026
Has applicant made application for a similar license for premises other than described in this application?	Yes
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal	No

or State law and would be disqualified to receive a license by reason of any matter or	
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
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
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee 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 provide	1
No licensee, manager of 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 poss	1
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	1
Applicant lives (select one)	in Crystal Lake
Liquor Liability Insurance Expiration	12/31/2023
Is your Surety Bond Continuous?	No
Surety Bond Expiration	12/31/2023

Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: Herzliya LP - Cardinal Hospitality - Crystal Lake Lease 012923.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Letter to Mayor-Off The Vine 2023.pdf
Owner / Registered Agent Signature: signature.png
Proof of Liquor Liability Insurance: Certificate of Liability-Liquor.pdf
Surety Bond ($1000 payable to City of Crystal Lake): CNA Surety Bond 2023.pdf
Upload Criminal History Background Check Click Here for form: Background check.jpg
Upload signed affidavit Click Here for form: Affidavit liquor license off the vine.pdf

COPY

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 64917884 briefly described as LIQUOR CITY OF CRYSTAL LAKE

for CARDINAL HOSPITALITY GROUP, LLC, as Principal, in the sum of $ ONE THOUSAND AND NO/100 Dollars, for the term beginning December 31, 2022, and ending December 31, 2023, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 8th day of December, 2022.

WESTERN SURETY COMPANY

By _____
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-8-2012

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,

State of South Dakota, its regularly elected Vice President,

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One LIQUOR CITY OF CRYSTAL LAKE

bond with bond number 64917884

for CARDINAL HOSPITALITY GROUP, LLC

as Principal in the penalty amount not to exceed: $1,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 8th day of December, 2022.

ATTEST

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 8th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

M. BENT NOTARY PUBLIC SOUTH DAKOTA (SEAL)

M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-5-2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/14/2023

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

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

PRODUCER
Wheadon Financial Inc.
PO Box 1169
Crystal Lake IL 60039

CONTACT NAME: Andrew Klocek
PHONE (A/C, No, Ext): 815-459-0711 **FAX (A/C, No):**
E-MAIL ADDRESS: aklocek@marsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GRANGE MUTUAL INSURANCE	14060
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CARDHOS-01
Cardinal Hospitality Group, LLC
DBA Vine and Plate Wine Bar & Provisions
46 McHenry Ave
CRYSTAL LAKE IL IL 60014

COVERAGES **CERTIFICATE NUMBER:** 661713867 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			BP 2818360	9/18/2022	9/18/2023	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			BP 2818360	9/18/2022	9/18/2023	Liability Limit	$70,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Off The Vine Wine Shop
129. N. Main Street, Crystal Lake IL 60014
Vine & Plate
414 W Virginia St. Crystal Lake, IL 60014

CERTIFICATE HOLDER

Cardinal Hospitality Group, LLC
46 S McHenry Ave
Crystal Lake IL 60014-6106

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Commercial Lease

Lessee: Cardinal Hospitality Group, LLC
c/o Elizabeth Bednarczyk
.....
.....
.....

Lessor : Herzliya LP
1720 Marquette Ct
Lake Forest, IL 60045
(312) 270 4478
aapaas@gmail.com

Start : February 1, 2023

End : April 30, 2026

Location of Lease Premises: 129 N. Main Street, Crystal Lake, IL 60014

Purpose of Lease Premises: Retail (North side ground floor and basement of building with the municipal address of 125-129 N. Main Street in Crystal Lake, IL 60014)

Security Deposit : $ 1'500.00

Rent : $ 1'500.00 per month with escalation as per paragraph 1

In consideration of the mutual covenants and agreements stated herein, the Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the premises described above ("Premises") for the sole purpose described above for the term described above under the conditions described in this Commercial Lease ("Lease").

RENT 1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated in this Lease monthly in advance, until termination of this Lease at the Lessor's address stated above or such other address as the Lessor may designate in writing. Payments received at Lessor's designated address after the seventh day of any month shall be subject to a Late Penalty of $60.00 or 5% of the relevant month's rent, whichever is greater. Levy of such penalty shall in no way affect other rights arising from this Lease, including, but not limited to rights of termination by the Lessor. The rental payments pursuant to this Lease shall be as follows:

February 1, 2023 to April 30, 2023	$ 0.00 per month
May 1, 2023 to July 30, 2023	$ 1'200.00 per month
August 1, 2023 to April 30, 2024	$ 1'500.00 per month
May 1, 2024 to April 30, 2025	$ 1'545.00 per month
May 1, 2025 to April 30, 2026	$ 1'591.00 per month

Provided the Lessee's tenancy status is in good standing, the Lessee shall have the right to renew this lease for a period of up to **THREE YEARS** after expiration of the initial term at 3.0% escalation per year for each year of the extension period. All other terms of this Lease shall remain the same.

GAS AND ELECTRIC 2. Lessee will pay, in addition to the rent specified in this Lease, all gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this Lease is granted, and in case said bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent payable with the installment of rent next due thereafter. Such gas and electric services are individually metered.

SUBLETTING AND ASSIGNMENT 3. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this Lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "For Rent", or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this Lease, and in

such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this Lease for the then unexpired portion of the term hereby created, as liquidated damages.

LESSEE NOT TO MISUSE 4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

CONDITION ON POSSESSION 5. Lessee has examined and knows the condition of the Premises and has received the same good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this Lease that are not herein expressed.

REPAIRS AND MAINTENANCE 6. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this Lease, whether such termination shall occur by expiration of the term, or in any manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the Rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures. For the avoidance of doubt, the Lessor shall repair and maintain the structural and exterior portions and the Common Areas of the Building and the Premises, including, without limitation, roofing, and covering materials, foundations, exterior walls, plumbing, fire sprinkler systems (if any), heating, ventilating, air conditioning, sewer and any electrical systems installed or furnished by Lessor. Any costs related to the repair or maintenance activities specified in the above shall be included as part of Operating Expenses, unless such repairs or maintenance is required in whole or in part because of any negligent or wrongful act or omissions of Lessee, its agents, servants, employees or invitees, in which case Lessee shall pay to Lessor the cost of such repairs and maintenance.

ACCESS TO PREMISES 7. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises 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 Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" or "For Rent", the Lessee will not interfere with the same. Lessee shall provide Lessor with keys to the Premises, both at the initiation of this Lease, as well as after any subsequent changing of locks. Wherever possible, Lessor will endeavor to provide 24 hours notice of such access, but Lessee understands that in the case of certain urgent situations that may not be possible.

NON-LIABILITY OF LESSOR 8. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind, rain, storm or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that

said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES) 9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said Premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however, apply to Lessee's trade fixture, equipment and moveable furniture. Under no circumstances shall attachment of signs to masonry or metal surfaces be permitted. Any and all signs shall be limited in size to the wooden storefront at the front of the Premises.

HEAT 10. Lessee shall be solely responsible for provision of heat to the Premises and hereby undertakes to ensure that an adequate temperature is maintained in the Premises throughout the year to ensure that no frost damage or damage of other nature occurs in the Premises. All claims against Lessor for injury or damage arising from absence of adequate heat are hereby expressly waived by Lessee.

FIRE AND CASUALTY 11. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at his option, terminate this Lease or repair the Premises within sixty days. If the Lessor choses, in it's sole and exclusive discretion, to repair the Premises, then rent shall be abated for the period of such repairs. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.

TERMINATION; HOLDING OVER 12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at his option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this Lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this Lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of Seventy-five ($75.00) dollars per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

LESSOR'S REMEDIES 13. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of twenty days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this Lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether

this Lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this Lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this Lease.

RIGHT TO RELET 14. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, not to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

COSTS AND FEES 15. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of agents and others (with the exception of attorneys) retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this Lease.

CONFESSION OF JUDGEMENT 16. This paragraph intentionally deleted.

LESSOR'S LIEN 17. Lessor shall have a first lien upon the interest of Lessee under this Lease, to secure the payment of all moneys due under this Lease, which lien may be foreclosed in equity at any time when money is overdue under this Lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

REMOVAL OF OTHER LIENS 18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

REMEDIES NOT EXCLUSIVE 19. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or

ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, or alter any rights or remedies which Lessor may have by virtue of hereof.

NOTICES 20. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

INSURANCE 21. Lessee shall obtain general liability insurance for the operation of his business at the Premises for coverage of no less than $1,000,000.00. In addition, Lessee shall also carry firelegal liability insurance for a sum of at least $300,000, as well as insurance for glass breakage. Lessee shall maintain all said types of coverage for the duration of the Lease and provide Lessor with certificates of coverage as and when they are renewed. Lessor shall be named as beneficiary under all said types of insurance coverage.

MISCELLANEOUS 22. (a) Provisions typed on this Lease and all riders attached to this Lease and signed by Lessor and Lessee are hereby made part of this Lease. (b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part. (c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns. (d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. (e) The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors and Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals male or female, or to firms, partnerships or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

SEVERABILITY 23. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

.....	.....
Lessor: Al Paas President Cresta Investments, Inc. General Partner of Herzliya LP	Lessee: Elizabeth Bednarczyk Cardinal Hospitality Group, LLC
.....	.....
Date: January 29, 2023	Date: January 29, 2023

AFFIDAVIT

STATE OF Illinois)
) **SS**
COUNTY OF McHenry)

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

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

Please sign below:

Elizabeth Bednarczyk — Owner
Printed Full Name — Title

Elizabeth Bednarczyk — 3/20/23
Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

20th day of March, 2023.

Suzanna Boyso
Notary Public

My commission expires: September 9, 2025

(SEAL)

OFFICIAL SEAL
SUZANNA BOYSO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept 9, 2025

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: Retailer Facade and Commercial Tenant Improvement Grant Funds request for Off The Vine, 129 N. Main Street, requesting $10,000 in matching grant funds

Recommendation: City Council's discretion:

1. Motion to award $10,000 in Retailer Façade and Commercial Tenant Improvement Grant Funds to Off The Vine located at 129 N. Main Street, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with Off The Vine.
2. Motion to deny the grant application request.

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

Background:

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

KEY FACTOR

- Elizabeth Bednarczyk currently owns and operates Vine and Plate, a wine bar and restaurant at 414 W. Virginia Street and is expanding her business with a new venture, Off The Vine Wine Shop located at 129 N. Main Street.

- Off The Vine aims to be a neighborhood wine shop, offering retail wine for purchase from around the world. The store will also offer a small selection of specialty beer and liquor, as well as retail merchandise including but not limited to wine glasses, decanters, wine openers, and books on wine.

- Off The Vine is eligible for a $10,000 grant award under the matching grant program guidelines.

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

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

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

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

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

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

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

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

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

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

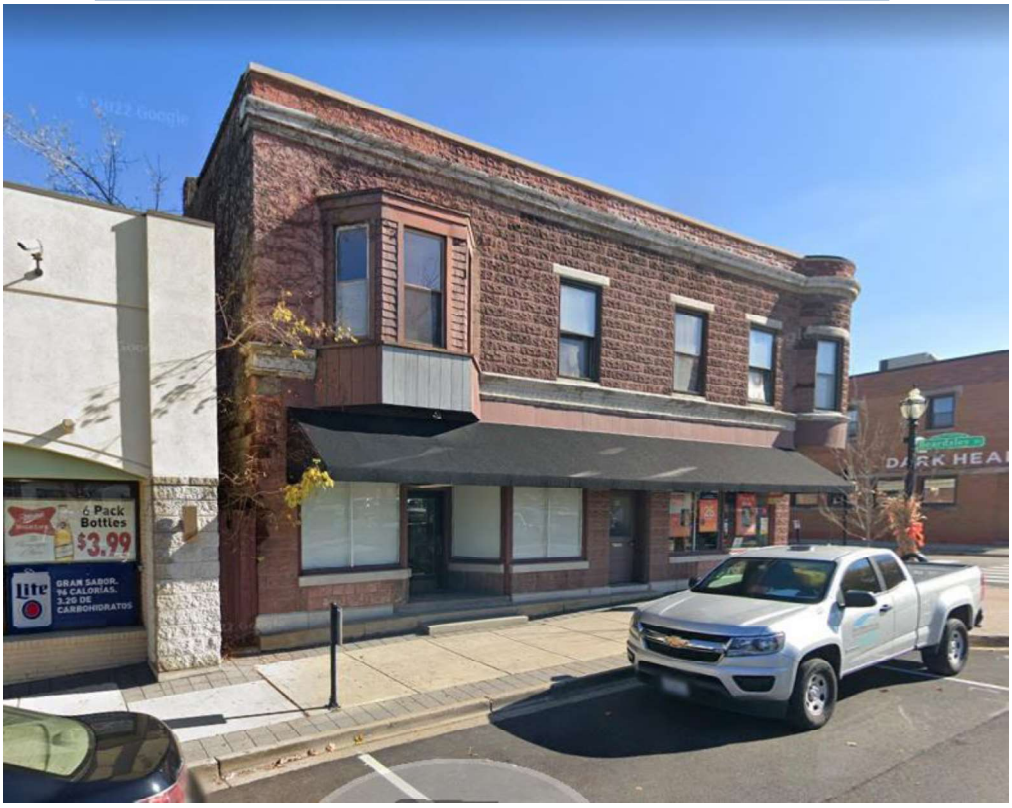
FUNDING STATUS OF 2022-2023 PROGRAM
For the 2022-2023 Fiscal Year, there is $80,000 budgeted for the Retailer and Manufacturer Job Creation and Investment Program. This is the ninth application received this fiscal year for the program, so there are sufficient funds for the grant.

Applicant Name/ Business Name	**Address**	**Total Requested**	**Date Approved**	**Amount Approved**
Vine & Plate Wine Bar + Provisions	414 W. Virginia Street	$5,000	***6/7/2022***	***$5,000***
General Kinematics	5050 Rickert Road	$10,000	***6/21/2022***	***$10,000***
Jalsa Bar & Restaurant	1295 Randall Road, Suite 112	$5,000	***6/21/2022***	***$5,000***
Conscious Cup Coffee Roasters	110 W. Woodstock Street, Suite 2R	$10,000	***7/19/2022***	***$10,000***
Rookies	72 N. Williams Street	$10,000	***10/4/2022***	***$10,000***
Kruger Plastic Products LLC doing business as Springboard Manufacturing	815 Tek Drive	$10,000	***12/6/2022***	***$10,000***
Heartland Cabinet Supply	301 Industrial	$10,000	***12/6/2022***	***$10,000***
Heisler's Bootery	50 N. Williams Street	$1,162.50	***1/17/23***	**$1,162.50**
Off The Vine	129 N. Main Street	$10,000	***Pending***	***Pending***
Totals		***$71,162.50 Pending***		Pending

Votes Required to Pass:
A simple majority vote.

2023- Off The Vine

129 N. Main Street





Res. 23R-

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for Off The Vine at 129 N. Main Street, for a Retail Façade and Commercial Tenant Improvement Matching Grant in an amount in the amount of $10,000.

DATED at Crystal Lake, Illinois, this 4th day of April 2023.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 4, 2023

APPROVED: April 4, 2023

Draft

Off The Vine | Wine Shop
129 N. Main Street,
Crystal Lake, IL 60014

3-07-23

To Mayor Haig Haleblain and City Council Members:

Thank you so much for the opportunity to be considered for this grant. I currently own and operate Vine and Plate, a wine bar and restaurant at 414 W Virginia street. We are expanding our business with a new venture, Off The Vine Wine Shop. We are very excited to continue to grow our business in the Crystal Lake community! Off The Vine aims to be a neighborhood wine shop, offering retail wine for purchase from around the world. We will also offer a small selection of specialty beer and liquor, as well as retail merchandise including but not limited to wine glasses, decanters, wine openers, and books on wine. Some of the essential equipment the grant would allow us to purchase is shelving, wine display racks, light fixtures, refrigerated coolers, and a point-of-sale system. Thank you once again for considering us for this grant.

Sincerely,

Elizabeth Bednarczyk

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

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

Applicant Information	Name Cardinal Hospitality Group LLC	Phone 815-893-0325
	Mailing Address 414 W. Virginia Street Crystal Lake IL	Fax
	Email cardinalhospitalitygroup@gmail.com	IL Business Tax# 4350-5007

Property Information	Address for building for which grant is sought: 129 N. Main Street	
	Property Identification Number(s)	Phone 815-893-0325

Check one:

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

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

Tables, Chairs, Pos System, Shelving, Wine display Racks, light fixtures, speakers, Computer, tablet, Refrigerated Display Coolers, Decorations

Continued on the next page

Application Checklist

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

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

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

Applicant(s) Signature Elizabeth Bednarczyk Date 3/7/2023

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

CITY OF CRYSTAL LAKE
Improvement Grant Agreement

THIS AGREEMENT, entered into this 7 day of March, 2023 between the City of Crystal Lake, and Illinois Municipal Corporation (hereinafter referred to as "CITY") and Cardinal Hospitality Group, the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Business Owner's Name: Elizabeth Bednarczyk
Name of Business: Off The Vine Wine Shop
Federal Tax ID#: 24-3515885
Address of Property where the business will be located: 129. N. Main Street Crystal Lake IL 60014

PIN Number(s): _____

WITNESSETH:

WHEREAS, pursuant to Chapter 228 of the City of Crystal Lake Municipal Code (the "Code"), the City of Crystal Lake ("the City") has created grant programs, making certain grant funding available for new and existing retail businesses in the City (the "Grant Program"); and

WHEREAS, the Grant Program is administered by the City and is funded by the general fund for the purpose of enhancing economic development opportunities in the City; and

WHEREAS, the Grant Program was created for the purpose of reimbursing business owners who occupy vacant retail space, construct new buildings, or make improvements to their existing space within the City limits of Crystal Lake, subject to eligibility requirements and grant parameters and limitations set forth in the Code; and

WHEREAS, the Owner operates a (new/existing) retail business within the corporate limits of the City, commonly known as Off The Vine Wine Shop (the "Retail Business") and located at 129. N. Main Street, Crystal Lake, Illinois (the "Property");

WHEREAS, the Owner has applied for a (New Retailer Improvement Grant/Existing Retailer Improvement Program Grant) (the "grant"); and

WHEREAS, the City has determined that the Owner is eligible for the Grant, subject to the conditions and limitations set forth in the Code and this Agreement;

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

SECTION 1

The City shall reimburse the Owner at a rate of fifty percent (50%) for the cost of eligible FFE or façade improvement expenses incurred by the Owner for use in the Owner's Business. The total amount of all reimbursements paid by the City pursuant to this Agreement shall not exceed $ _____.

SECTION 2

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

SECTION 3

Upon completion of the improvements and upon their final inspection and approval by the City Building Commissioner, the Owner shall submit to the City properly executed documentation, including: receipts and cancelled checks for the purchase of the approved FFE, proof of payment for the façade improvements including labor and materials with wages paid and a copy of a final Certificate of Occupancy for the business. The City shall, after received one year of sales tax data from the State of Illinois, issue a check to the Owner as reimbursement for one-half of the expenses approved by the City for reimbursement, subject to the limitations set forth in Section 1 hereof.

SECTION 4

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

SECTION 5

Upon completion of the improvements, Owner shall be responsible for properly maintaining the FFE or façade without change or alteration thereto, as provided in this Agreement for a period of five (5) years following completion of the construction and/or business commencement.

SECTION 6

This Agreement shall be binding upon the CITY and upon the OWNER and its successors, to said property for a period of four (4) years from the date the check has been issued to the applicant.. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

In the event that at any time, subsequent to the reimbursement payment required by this Agreement have been paid by the City, the Owner abandons, closes, transfers, sells or terminates

the Retail Business Owner's business upon the Property during the four (4) year term of this Agreement (hereinafter collectively referred to as the "Terminating Event"), the Owner shall, within thirty (30) days from the date of the Terminating Event or such later date as the City may agree to in writing (hereinafter, the "Refund Payment Due Date"), refund to the City a portion of the Grant received from the City prior to the Terminating Event, in accordance with the following schedule (hereinafter, the "Refund Payment"):

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

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

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

SECTION 7

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

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

OWNER

Elizabeth Bednarczyk

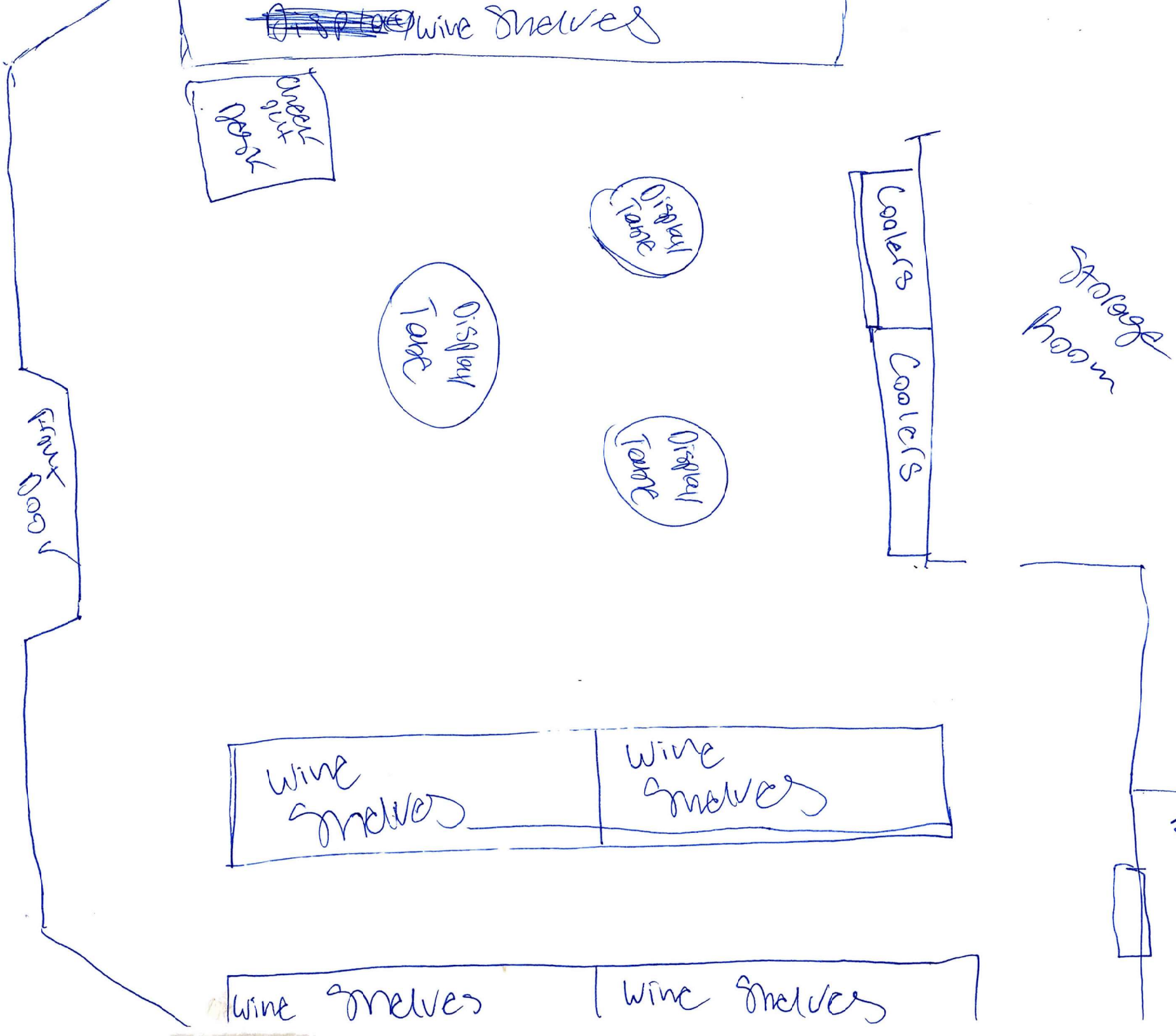
CITY OF CRYSTAL LAKE

_____

City Manager

ATTEST:

_____


Wine Shelves
Check out Desk
Display Table
Display Table
Display Table
Coolers
Coolers
Storage Room
Front Door
Wine Shelves
Wine Shelves
Wine Shelves
Wine Shelves
Bathroom

Cost Estimate
Grant Application
Off the Vine | Wine Shop

ur Cart (2)

ve All Items

Checkout

This item is non-returnable.



Cooler Depot GDM series 72 in. W 56.5 cu. ft. Commercial Refrigerator Reach In Merchandiser Cooler with Three Glass Doors in White

Model #GDM-69

$8,011.72
($4,005.86/item)

2

Ship To Store
Mar. 28–Mar. 31
Kimball &...
60618 | Change
FREE

Ship To Home

Scheduled Delivery
Not Available for this item

☐ **Add a Home Depot Protection Plan by Allstate?**
5-year Protection for **$850.00** Learn More
(Qty: 2 , at $425.00/item)

Save for Later | Save to Favorites | Remove

Help?

Subtotal **$8,(**

Your cart

3 items for $1,217.00

Checkout

New to Square Hardware? Sign up or sign in to get 20% off your first device with code WELCOME**.

	In stock Square Register	Qty 1	$799.00	Remove
	In stock 16 in. USB Cash Drawer	Qty 1	$299.00	Remove
	In stock USB Bar Code Scanner	Qty 1	$119.00	Remove

Item subtotal:	$1,217.00
Shipping:	Free
Tax:	To be calculated
Total:	**$1,217.00**
	or $60.00/mo with financing*

Add promo code

Save All to List | Remove All Items



1

Lifeproof 8.7 in. W Heirloom Pine Click Lock Luxury Vinyl Plank Flooring (56 cases/1123.36 sq. ft./pallet)

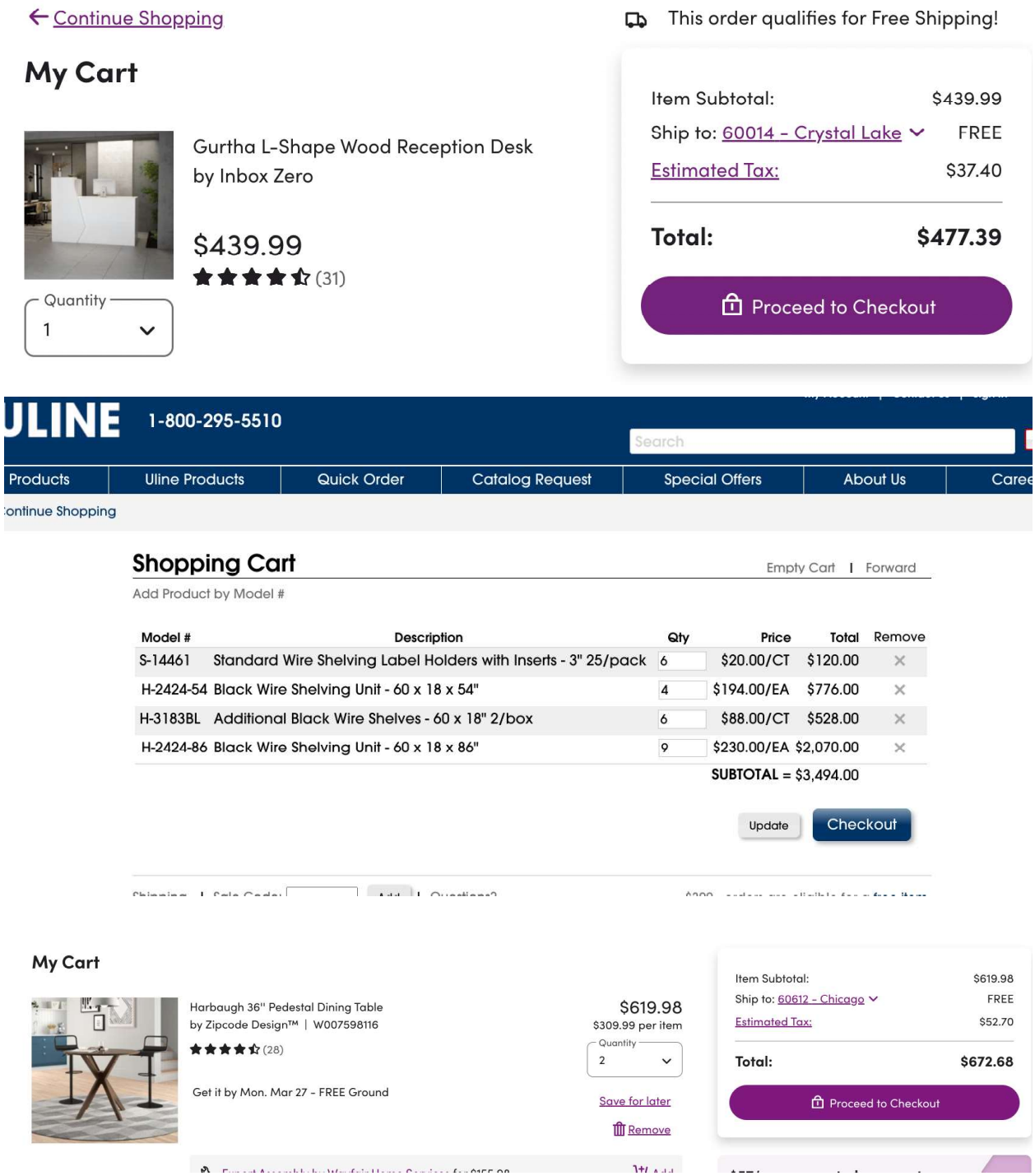
Wear Layer Thickness (mil): **6 MIL**
Pack Size: **pallet**
Color/Finish: **Heirloom Pine**

$3,937.94
~~$4,145.20~~
Save 5%

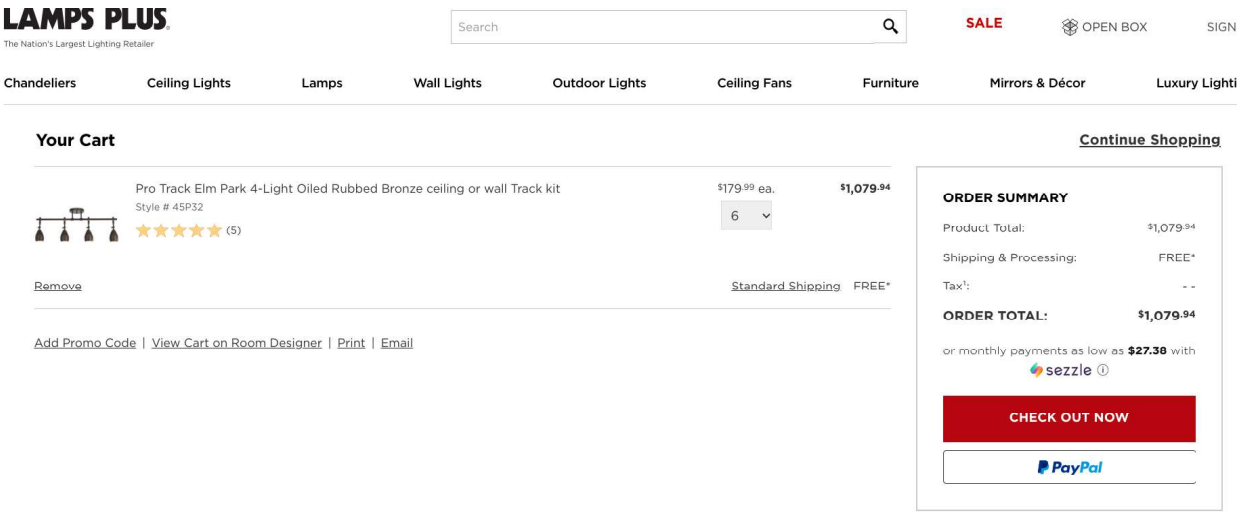
Ship To Store	Ship To Home	Scheduled Delivery
Mar. 22–Mar. 27 Crystal Lake 60014 | Change FREE		Not Available for this item

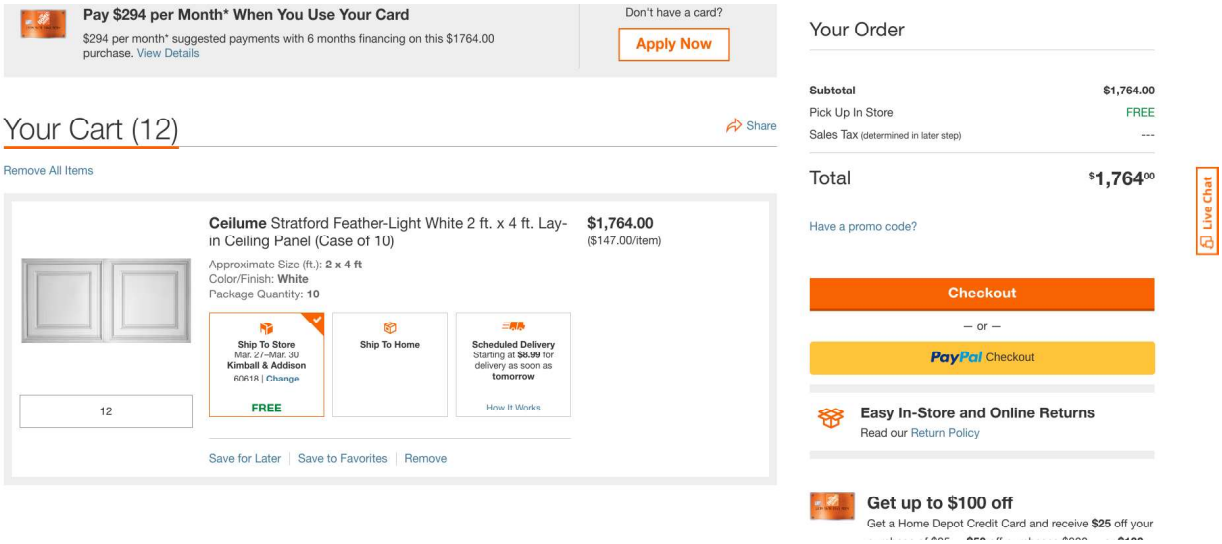
Curbside Available

Save for Later | Save to List | Remove



(Used as display tables)





Estimated total = $20,653

CITY OF CRYSTAL LAKE
Grant Agreement

THIS AGREEMENT, entered into this 4th day of April, 2023, between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Business Owner's Name: Elizabeth Bednarczyk

Name of Business: Off The Vine

Tax ID#: 84-3515885

Address of Property where the business will be located:

129 N. Main Street, Crystal Lake, IL 60014

WITNESSETH:

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

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

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

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

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

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

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

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

SECTION 1

The CITY shall reimburse the OWNER for the cost of furniture, fixtures and equipment at OWNER'S property. Reimbursements to the OWNER will be made at a rate of fifty percent (50%) for the cost of façade improvements or of eligible furniture, fixtures, and equipment for the OWNER's business, up to a maximum amount of $10,000 for new retailers. Façade improvements must comply with all applicable codes and ordinances. The OWNER must follow all laws regarding prevailing wages for façade improvements. The actual total reimbursement amounts per this Agreement shall not exceed $10,000.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

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

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

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

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

SECTION 7

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

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

OWNER/LESSEE

Elizabeth Bednarczyk

CITY OF CRYSTAL LAKE

_____

Interim City Manager

ATTEST:

_____

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: Bid Award - City Landscape and Mowing Maintenance

Staff Recommendation: Motion to award the bid for the City's Landscape, Mowing, and Maintenance Program to the lowest responsive and responsible bidder, Mark 1 Landscape and to adopt a Resolution authorizing the City Manager to execute a one-year contract with four (4) optional one-year extensions, and authorize annual warranted change orders for up to ten percent (10%) of the annual contract value

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

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Background:
The City utilizes private landscaping contractors to maintain and mow various City-owned properties. These areas include City Hall, Three Oaks Recreation Area, McCormick Park, downtown veteran's memorial, wastewater and water plants, sanitary pumping stations, and other properties. This work also includes mowing and maintenance of landscaped beds, flower planters maintenance, and maintenance of the hanging baskets in the downtown. The requested contract will be a one-year base contract, with four optional one-year extensions. The Public Works Department and Three Oaks staff will coordinate activities with the selected vendor.

The City advertised for bids in accordance with the City's procurement policies and held a bid opening on March 15, 2023. City staff contacted five qualified landscaping maintenance contractors and received two responses. A summary of the bids are as follows:

Bidder	2023	2024	2025	2026	2027
Mark 1 Landscape[1] Bartlett, IL	$254,783.00	$260,150.00	$270,325.00	$278,465.00	$278,465.00
Yellowstone Landscape Wauconda, IL	$720,336.00	$741,979.00	$764,290.00	No Bid	No Bid

[1] *Indicates lowest responsive and responsible bidder*

A detailed list of the unit price bid items are shown on the following table:

ITEM	Mark 1 Landscape	2023 Season	Yellowstone Landscape	2023 Season	Mark 1 Landscape	2024 Season	Yellowstone Landscape	2024 Season	Mark 1 Landscape	2025 Season	Yellowstone Landscape	2025 Season
Lawn Mowing												
Mowing for City Properties (price per mow) x30	$ 3,070.00	$ 92,100.00	$ 12,532.00	$ 375,960.00	$ 3,165.00	$ 94,950.00	$ 12,908.00	$ 387,240.00	$ 3,260.00	$ 97,800.00	$ 13,296.00	$ 398,880.00
Mowing for Three Oaks Rec Area (price per mow)x30	$ 592.00	$ 17,760.00	$ 1,470.00	$ 44,100.00	$ 610.00	$ 18,300.00	$ 1,515.00	$ 45,450.00	$ 630.00	$ 18,900.00	$ 1,561.00	$ 46,830.00
Total:		$ 109,860.00		$ 420,060.00		$ 113,250.00		$ 432,690.00		$ 116,700.00		$ 445,710.00
Landscape Maintenance												
Turf Fertilization / Weed Control	$ 3,723.00	$ 3,723.00	$ 8,500.00	$ 8,500.00	$ 3,723.00	$ 3,723.00	$ 8,755.00	$ 8,755.00	$ 3,950.00	$ 3,950.00	$ 9,018.00	$ 9,018.00
Downtown Raised Planters	$ 6,525.00	$ 6,525.00	$ 15,199.00	$ 15,199.00	$ 6,525.00	$ 6,525.00	$ 15,655.00	$ 15,655.00	$ 6,920.00	$ 6,920.00	$ 16,125.00	$ 16,125.00
Hanging Flower Baskets	$ 16,270.00	$ 16,270.00	$ 60,500.00	$ 60,500.00	$ 16,270.00	$ 16,270.00	$ 62,315.00	$ 62,315.00	$ 17,265.00	$ 17,265.00	$ 64,185.00	$ 64,185.00
Train Station Beds	$ 14,150.00	$ 14,150.00	$ 29,410.00	$ 29,410.00	$ 14,150.00	$ 14,150.00	$ 30,293.00	$ 30,293.00	$ 15,010.00	$ 15,010.00	$ 31,202.00	$ 31,202.00
Veteran Park	$ 1,550.00	$ 1,550.00	$ 2,000.00	$ 2,000.00	$ 1,550.00	$ 1,550.00	$ 2,060.00	$ 2,060.00	$ 1,650.00	$ 1,650.00	$ 2,122.00	$ 2,122.00
Gazebo Park	$ 2,550.00	$ 2,550.00	$ 4,750.00	$ 4,750.00	$ 2,550.00	$ 2,550.00	$ 4,893.00	$ 4,893.00	$ 2,700.00	$ 2,700.00	$ 5,040.00	$ 5,040.00
Southwest Corner of Main & Woodstock	$ 2,600.00	$ 2,600.00	$ 1,700.00	$ 1,700.00	$ 2,600.00	$ 2,600.00	$ 1,751.00	$ 1,751.00	$ 2,750.00	$ 2,750.00	$ 1,804.00	$ 1,804.00
Nine Miscellaneous Locations	$ 3,920.00	$ 3,920.00	$ 13,920.00	$ 13,920.00	$ 3,920.00	$ 3,920.00	$ 14,338.00	$ 14,338.00	$ 4,155.00	$ 4,155.00	$ 14,769.00	$ 14,769.00
McCormick Park	$ 1,900.00	$ 1,900.00	$ 6,900.00	$ 6,900.00	$ 1,900.00	$ 1,900.00	$ 7,107.00	$ 7,107.00	$ 2,010.00	$ 2,010.00	$ 7,321.00	$ 7,321.00
Virginia Street Flower Planters	$ 4,240.00	$ 4,240.00	$ 8,350.00	$ 8,350.00	$ 4,240.00	$ 4,240.00	$ 8,601.00	$ 8,601.00	$ 4,495.00	$ 4,495.00	$ 8,859.00	$ 8,859.00
Downtown Light Poles (Cornstalks & Bows)	$ 2,800.00	$ 2,800.00	$ 5,320.00	$ 5,320.00	$ 2,800.00	$ 2,800.00	$ 5,480.00	$ 5,480.00	$ 2,970.00	$ 2,970.00	$ 5,645.00	$ 5,645.00
Municipal Complex	$ 10,450.00	$ 10,450.00	$ 17,118.00	$ 17,118.00	$ 10,450.00	$ 10,450.00	$ 17,632.00	$ 17,632.00	$ 11,090.00	$ 11,090.00	$ 18,161.00	$ 18,161.00
Total:		$ 70,678.00		$ 173,667.00		$ 70,678.00		$ 178,880.00		$ 74,965.00		$ 184,251.00
Three Oaks Recreation Area												
Turf Fertilization/Weed Control (price per season)	$ 7,550.00	$ 7,550.00	$ 11,500.00	$ 11,500.00	$ 7,775.00	$ 7,775.00	$ 11,845.00	$ 11,845.00	$ 8,010.00	$ 8,010.00	$ 12,200.00	$ 12,200.00
Turf Aeration (price per season)	$ 1,600.00	$ 1,600.00	$ 3,632.00	$ 3,632.00	$ 1,600.00	$ 1,600.00	$ 3,741.00	$ 3,741.00	$ 1,600.00	$ 1,600.00	$ 3,854.00	$ 3,854.00
Fall Tree Fertilization (price per season)	$ 1,550.00	$ 1,550.00	$ 1,272.00	$ 1,272.00	$ 1,595.00	$ 1,595.00	$ 1,311.00	$ 1,311.00	$ 1,640.00	$ 1,640.00	$ 1,351.00	$ 1,351.00
Flower Planter Maintenance (price per season)	$ 1,380.00	$ 1,380.00	$ 4,500.00	$ 4,500.00	$ 1,420.00	$ 1,420.00	$ 4,635.00	$ 4,635.00	$ 1,465.00	$ 1,465.00	$ 4,775.00	$ 4,775.00
Plant Beds/Tree Ring Management (price per season)	$ 10,800.00	$ 10,800.00	$ 18,850.00	$ 18,850.00	$ 11,125.00	$ 11,125.00	$ 19,416.00	$ 19,416.00	$ 11,460.00	$ 11,460.00	$ 19,999.00	$ 19,999.00
Flower Basket Maintenance (price per season)	$ 8,940.00	$ 8,940.00	$ 28,875.00	$ 28,875.00	$ 9,205.00	$ 9,205.00	$ 29,742.00	$ 29,742.00	$ 9,480.00	$ 9,480.00	$ 30,635.00	$ 30,635.00
Total:		$ 31,820.00		$ 68,629.00		$ 32,720.00		$ 70,690.00		$ 33,655.00		$ 72,814.00
Downtown Parking Lots - Maintenance & Mowing												
	$ 8,400.00	$ 8,400.00	$ 13,000.00	$ 13,000.00	$ 8,652.00	$ 8,652.00	$ 13,390.00	$ 13,390.00	$ 8,910.00	$ 8,910.00	$ 13,792.00	$ 13,792.00
Route 14 & 31 Medians & Gateway Signs Maint.												
Turf Mowing (price per mow) x15	$ 1,805.00	$ 27,075.00	$ 2,100.00	$ 31,500.00	$ 1,860.00	$ 27,900.00	$ 2,163.00	$ 32,445.00	$ 1,915.00	$ 28,725.00	$ 2,228.00	$ 33,420.00
Bed Maintenance (price per maintenance event)x7	$ 490.00	$ 3,430.00	$ 1,000.00	$ 7,000.00	$ 490.00	$ 3,430.00	$ 1,030.00	$ 7,210.00	$ 520.00	$ 3,640.00	$ 1,061.00	$ 7,427.00
Spring Clean Up	$ 1,760.00	$ 1,760.00	$ 3,660.00	$ 3,660.00	$ 1,760.00	$ 1,760.00	$ 3,770.00	$ 3,770.00	$ 1,865.00	$ 1,865.00	$ 3,884.00	$ 3,884.00
Fall Clean Up	$ 1,760.00	$ 1,760.00	$ 2,820.00	$ 2,820.00	$ 1,760.00	$ 1,760.00	$ 2,904.00	$ 2,904.00	$ 1,865.00	$ 1,865.00	$ 2,992.00	$ 2,992.00
Total:		$ 34,025.00		$ 44,980.00		$ 34,850.00		$ 46,329.00		$ 36,095.00		$ 47,723.00
TOTAL OF ALL SECTIONS =		$ 254,783.00		$ 720,336.00		$ 260,150.00		$ 741,979.00		$ 270,325.00		$ 764,290.00

Mowing Additional Properties (price per sq. ft.)	$0.0025		$0.25		$0.0025		$0.26		$0.0025		$0.27	
Remove Dead Foliage (hourly rate)	$180.00		$85.00		$180.00		$88.00		$180.00		$91.00	

ITEM	Mark 1 Landscape	2026 Season	Yellowstone Landscape	2026 Season	Mark 1 Landscape	2027 Season	Yellowstone Landscape	2027 Season
Lawn Mowing								
Mowing for City Properties (price per mow) x30	$ 3,360.00	$ 100,800.00		$ -	$ 3,360.00	$ 100,800.00		$ -
Mowing for Three Oaks Rec Area (price per mow)x30	$ 650.00	$ 19,500.00		$ -	$ 650.00	$ 19,500.00		$ -
Total:		$ 120,300.00		$ -		$ 120,300.00		$ -
Landscape Maintenance								
Turf Fertilization / Weed Control	$ 4,070.00	$ 4,070.00		$ -	$ 4,070.00	$ 4,070.00		$ -
Downtown Raised Planters	$ 7,120.00	$ 7,120.00		$ -	$ 7,120.00	$ 7,120.00		$ -
Hanging Flower Baskets	$ 17,780.00	$ 17,780.00		$ -	$ 17,780.00	$ 17,780.00		$ -
Train Station Beds	$ 15,460.00	$ 15,460.00		$ -	$ 15,460.00	$ 15,460.00		$ -
Veteran Park	$ 1,700.00	$ 1,700.00		$ -	$ 1,700.00	$ 1,700.00		$ -
Gazebo Park	$ 2,780.00	$ 2,780.00		$ -	$ 2,780.00	$ 2,780.00		$ -
Southwest Corner of Main & Woodstock	$ 2,830.00	$ 2,830.00		$ -	$ 2,830.00	$ 2,830.00		$ -
Nine Miscellaneous Locations	$ 4,235.00	$ 4,235.00		$ -	$ 4,235.00	$ 4,235.00		$ -
McCormick Park	$ 2,070.00	$ 2,070.00		$ -	$ 2,070.00	$ 2,070.00		$ -
Virginia Street Flower Planters	$ 4,630.00	$ 4,630.00		$ -	$ 4,630.00	$ 4,630.00		$ -
Downtown Light Poles (Cornstalks & Bows)	$ 3,060.00	$ 3,060.00		$ -	$ 3,060.00	$ 3,060.00		$ -
Municipal Complex	$ 11,425.00	$ 11,425.00		$ -	$ 11,425.00	$ 11,425.00		$ -
Total:		$ 77,160.00		$ -		$ 77,160.00		$ -
Three Oaks Recreation Area								
Turf Fertilization/Weed Control (price per season)	$ 8,250.00	$ 8,250.00		$ -	$ 8,250.00	$ 8,250.00		$ -
Turf Aeration (price per season)	$ 1,600.00	$ 1,600.00		$ -	$ 1,600.00	$ 1,600.00		$ -
Fall Tree Fertilization (price per season)	$ 1,690.00	$ 1,690.00		$ -	$ 1,690.00	$ 1,690.00		$ -
Flower Planter Maintenance (price per season)	$ 1,510.00	$ 1,510.00		$ -	$ 1,510.00	$ 1,510.00		$ -
Plant Beds/Tree Ring Management (price per season)	$ 11,805.00	$ 11,805.00		$ -	$ 11,805.00	$ 11,805.00		$ -
Flower Basket Maintenance (price per season)	$ 9,765.00	$ 9,765.00		$ -	$ 9,765.00	$ 9,765.00		$ -
Total:		$ 34,620.00		$ -		$ 34,620.00		$ -
Downtown Parking Lots - Maintenance & Mowing								
	$ 9,175.00	$ 9,175.00		$ -	$ 9,175.00	$ 9,175.00		$ -
Route 14 & 31 Medians & Gateway Signs Maint:								
Turf Mowing (price per mow) x15	$ 1,975.00	$ 29,625.00		$ -	$ 1,975.00	$ 29,625.00		$ -
Bed Maintenance (price per maintenance event)x7	$ 535.00	$ 3,745.00		$ -	$ 535.00	$ 3,745.00		$ -
Spring Clean Up	$ 1,920.00	$ 1,920.00		$ -	$ 1,920.00	$ 1,920.00		$ -
Fall Clean Up	$ 1,920.00	$ 1,920.00		$ -	$ 1,920.00	$ 1,920.00		$ -
Total:		$ 37,210.00		$ -		$ 37,210.00		$ -
TOTAL OF ALL SECTIONS =		$ 278,465.00		$ -		$ 278,465.00		$ -

Mowing Additional Properties (price per sq. ft.)	$0.0025	NO BID		$0.0025	NO BID
Remove Dead Foliage (hourly rate)	$180.00	NO BID		$180.00	NO BID

Based on a review of bid prices, Mark 1 Landscape is the lowest responsive and responsible bidder.

Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and

(iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid package. City staff contracted with Mark 1 Landscape in 2022 and the contractor performed the services satisfactorily. It is the recommendation of staff to award the contract for the City's Landscape, Mowing, and Maintenance Program to the lowest responsive and responsible bidder, Mark 1 Landscape, in the submitted bid amounts for a one-year contract with four optional one-year extensions and allow for a ten percent (10%) annual contingency. Funds have been budgeted in the proposed Fiscal Year 2023/2024 budget for these services.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to maintain the lawns and landscaping on City owned properties in a neat and aesthetically pleasing condition; and

WHEREAS, the CITY publicly advertised for bids and opened bids publicly on March 15, 2023; and

WHEREAS, the lowest responsible and responsive bidder is Mark 1 Landscape, Bartlett, Illinois.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Mark 1 Landscape for mowing and landscaping services in the amounts bid; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve a one-year contract with four (4) optional one-year contract extensions and execute warranted change orders annually for up to 10 percent of the annual contract amount.

DATED this 4th day of April, 2023.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 4, 2023
APPROVED: April 4, 2023

Draft

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: Bid Award - 2023 Sidewalk Cutting Program, Municipal Partnership Initiative

Staff Recommendation: Motion to award the 2023 Sidewalk Cutting Program Bid to the lowest responsive and responsible bidder, Hard Rock Concrete Cutters, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Hard Rock Concrete Cutters, Inc. for a not-to-exceed amount of $50,000 and to authorize the City Manager to review and approve necessary completion date change orders relating to the contract.

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

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Background:

The City uses sidewalk saw cutting as a means of eliminating sidewalk trip hazards that are created by minor displacement of sidewalks over time (heaving or settling). The saw cutting process horizontally saws off trip hazards by creating a tapered edge and thereby brings the location in compliance with American Disabilities Act (ADA) standards. During the previous five years, staff has been satisfied with the process and final outcome and has incorporated this program into the City's annual maintenance efforts. The cost of cutting the sidewalk is less than the cost to replace the sidewalk. Sidewalk cutting is accomplished relatively quickly after which the sidewalk is open to pedestrian traffic. Full replacement requires closing of the sidewalk while the concrete cures and also requires some type of landscape restoration. Large displacements are addressed in the City's annual concrete program with replacement of the entire section(s) sidewalk.

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 members to combine purchasing power to leverage cost savings. The City of Crystal Lake partnered with the Village of Cary and City of Woodstock to solicit bids for sidewalk cutting services. On March 21, 2023, the bids were publically opened at the City of Crystal Lake. There was one bidder and the results are:

Bidder	*Price Per SF*
[1]Hard Rock Concrete Cutters, Inc.	$43.94

[1] Indicates Recommended Lowest Responsive and Responsible Bidder

The machinery used to create the taper is a specialized piece of equipment and there are only a few contractors in the region that perform this work. In the past several years, the City has received only one or two bidders for this work.

In 2020, 2021 and 2022, the bid prices per square feet were $44.00, $43.75, and $39.85 respectively. This year's bid price is an increase from the 2022 unit price, but close to previous year's prices. Considering the CPI inflation rates, staff feels this price is appropriate.

Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

Hard Rock Concrete Cutters meets all of the City's requirements and has previously performed this work for the City with satisfactory results. Therefore, staff recommends Hard Rock Concrete Cutters for the 2023 Sidewalk Cutting Program. The proposed FY2023/2024 Budget for this work is $50,000. Staff recommends a not-to-exceed amount of $50,000.

Votes Required to Pass:

Simple majority vote

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to eliminate sidewalk trip hazards that are created by displacement of sidewalks over time; and

WHEREAS the CITY received and publicly opened one bid for the Sidewalk Cutting Program on March 21, 2023; and

WHEREAS the lowest responsive and responsible bidder is Hard Rock Concrete Cutters, Inc. of Wheeling, 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 he City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Hard Rock Concrete Cutters, Inc. for the 2023 Sidewalk Cutting Program in the bid amount $43.94 per square foot, for a total not-to-exceed amount of $50,000; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted completion date change orders relating to the contract.

DATED this 4th day of April, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

Draft

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 4, 2023
APPROVED: April 4, 2023

Draft

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: Bid Award – Municipal Complex Exterior Stair Repair

Staff Recommendation: Motion to award the bid for the Crystal Lake Municipal Complex Exterior Stair Repair to the lowest responsive and responsible bidder, Advantage Paving Solutions, Inc. and adopt a Resolution authorizing the City Manager to execute a contract with Advantage Paving Solutions, Inc. in the amount of $46,400.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract.

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

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Background:
Two sets of exterior stairs for the municipal complex require repairs. Portions of the stair retaining walls have failed and have become unstable. Several steps are cracked and showing defects below the surface due to rusting reinforcement. The stairs, sections of retaining walls, guardrail, and handrails are scheduled to be repaired or replaced.

The City of Crystal Lake publicly opened and read the bids on March 17, 2023. The bid results are summarized below:

Bidder	*Bid*
Advantage Paving Solutions, Inc. [1]	$46,400.00
Schaefges Brothers, Inc.	$68,000.00

[1] Indicates Recommended Lowest Responsive and Responsible Bidder



Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

Staff and the City's consultant, Wold Architects and Engineers, have reviewed the bids and checked the references for Advantage Paving Solutions, Inc. They meet all of the City's requirements. Funds are available in the FY2022/2023 budget for this work.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the southeast and northwest outside municipal complex stairs which service the Municipal Complex require repairs; and

WHEREAS the CITY received and publicly opened the bids for repair of the municipal complex stairs on March 17, 2023 and received multiple bids; and

WHEREAS the lowest responsive and responsible bidder is Advantage Paving Solutions, Inc.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Advantage Paving Solutions, Inc. for the Municipal Complex Exterior Stair Repair project for the City of Crystal Lake in the bid amount $46,400.00; and

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

DATED this 4th day of April, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 4, 2023
APPROVED: April 4, 2023

Draft

Agenda Item: 16

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: Proposed Lake Safety Program Budget

Staff Recommendation: Motion to adopt a Resolution approving the proposed Lake Safety Program Budget for Fiscal Year 2023/2024.

Staff Contact: Nick Hammonds, Assistant City Manager

Background:

Per the terms of the Intergovernmental Agreement for Enforcement and Safety Patrol upon Crystal Lake, attached is the 2023/2024 Lake Patrol Budget proposal from the Village of Lakewood. This budget was recently approved at the Tuesday, March 14, 2023 Lakewood Village Board meeting.

There are no proposed increases for the boat sticker. The sticker costs for human powered boats remains $20, and the sticker cost for non-human powered boats remains $30. The Village is requesting the purchase of five more buoys and chains, which will be accommodated in the proposed budget. In addition, the amount proposed in the 2023/2024 Lake Patrol Budget represents a decrease from the 2022/2023 Lake Patrol Budget. This is due to the completion of payments for a service boat.

There are no recommended changes to the Boating and Safety regulations. Also enclosed is a copy of the 2022 Lake Patrol Activity Report, the Intergovernmental Agreement for Enforcement and Safety Patrol, and the Lake Safety Ordinance.

The Village of Lakewood Chief of Police Roth will be in attendance at the April 4, 2023 City Council meeting to address any Council questions.

Votes Required to Pass:

Simple majority vote of the City Council.

Res. 23R-___

The City of Crystal Lake

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the annual Lake Safety Program Budget for the fiscal year May 1, 2023 through April 30, 2024 is hereby approved and adopted.

DATED at Crystal Lake, Illinois, this 4th day of April, 2023.

APPROVED:

_____

Haig Haleblian, Mayor

ATTEST:

_____

Nick Kachiroubas, City Clerk

PASSED: April 4, 2023

APPROVED: April 4, 2023

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

Draft

VILLAGE OF LAKEWOOD

Agenda Item

To: Honorable President and Board of Trustees

Cc: Village Manager Jean Heckman, Village Clerk Jeanette LoBosco, Attorney Scott Puma

From: Police Chief Mike Roth

Date: March 14, 2023

Subject: Consideration of FY 2023/2024 Lake Patrol Budget

Attached are the following items:

- 2022 Lake Patrol Report
- 2023 Boating Rules Pamphlet
- 2023/2024 Lake Patrol budget

The Lake Patrol Report is included for reference.

The Boating Rules pamphlet was slightly modified; adding page 2.

Requesting approval of Crystal Lake Boating & Safety Regulations 2023 Edition.

A Lake Patrol Budget is required for approval by both the Village of Lakewood and the City of Crystal Lake. The boat decal pricing will not increase for the 2023 season. The next City of Crystal Lake's Council Meeting is March 21, 2023.

Requesting approval of the Draft FY 2023/2024 Lake Patrol Budget.

VILLAGE OF LAKEWOOD
Agenda Item

To: **Honorable President and Board of Trustees**
Mayor and Crystal Lake City Council

Cc: **Village Manager Jean Heckman, Village Clerk Jeanette LoBosco, Attorney Scott Puma**

From: Police Chief Michael Roth

Date: October 11, 2022

Subject: 2022 Lake Patrol Activity

Patrol Activity

The Lake Patrol was visible on Crystal Lake from Memorial Day weekend through Labor Day weekend. During that time the total days patrolled were 107 out of a possible 108. There was one day missed due to inclement weather. After Labor Day, the season resulted in patrols on Saturdays and Sundays through the end of September.

The total hours patrolled this season were 608.25 hours. This is a increase in hours from 2021 of 51.50 hours.

Lake Patrol Officer Activity included the following:

Patrol Activities – Enforcement

	2021	2022
Warnings	221	176
Citations	0	0

Patrol Activities – Other

	2021	2022
Tows	32	29
Water Rescues	1	1
Police Reports	20	12

During the 2022 boating season there were no accidents on the lake. There were 735 contacts with boaters.

Budget

Revenue generated by the sale of boat decals and interest for the current fiscal year as of September 26, 2022 was $36,071 and expenditures for Lake Patrol totaled $22,702.03.

Overall Observations

During the 2022 season, the Lake Patrol was supervised by Officer Juanita Gumble. The Lake Patrol unit operated with Officers' Ed Kisman, Bill Hough, Paul Hansen, Max Richardson, and Justin Obaldo.

Captain Rod's Boat Lift and Pier Service were contracted to remove buoys, piers, and lift stations.

Again this season, the Crystal Lake Fire Rescue Department (CLFR) placed their shore station next to the Lakewood Police Department boat dock. As a result, CLFR was able to keep their rescue boat docked on the lake at all times. This set-up allows for a faster response time in the event of an emergency.

The Lake Patrol did an excellent job monitoring boating activities on the lake. Boaters overall were well-behaved, as they appeared excited to be out on the water, while experiencing overall pleasant summer weather.

Recommendations

It is recommended that we continue with a plan to replace damaged and aging buoys. We need to consider replacing a minimum of 5 new buoys each year. Additionally, I would recommend repairing lights on the boat that have expired. The last payment on the patrol boat will be made in April of 2023.

Chief Michael Roth
Lakewood Police Department

CRYSTAL LAKE
Boating & Safety Regulations
2023 Edition

The City of Crystal Lake and the Village of Lakewood welcome you to the 2023 boating season on Crystal Lake. We hope you have a safe and enjoyable summer!

The City of Crystal Lake and the Village of Lakewood have jointly approved an ordinance governing the use of watercraft on the lake. The following is an overview of this ordinance.

1. Decals
All watercraft operated on Crystal Lake must display a "Lake Usage Decal." Decals are available for purchase at Crystal Lake Village Hall. The **non-refundable** fees for decals are as follows:

TYPE OF WATERCRAFT	COST
Human-Powered * (e.g. canoes, kayaks, rowboats)	**$20**
Non-Human Powered (e.g., motorboats, sailboats, sailboards, jet skis)	**$30**
Replaced Watercraft (with old decal)	**$1**

**If a motor is added to a human-powered watercraft, the higher fee applies.*

Decals must be placed on the **right side**, near the back, of the watercraft and be clearly visible. Sailboards should display the decal on the back right top of the board. Decals must be purchased and displayed for the entire season, and are only available to residents of Crystal Lake, Village of Lakewood, or the Crystal Lake Park District.

2. Wake Zones
Portions of the lake are designated as a wake area. The wake area is that portion of the lake which lies within the confines of the buoys. Wake speed motor boating activities must take place within the wake zone.

3. Wake Times
The following are designated as Wake Times and shall be in effect from the Memorial Day weekend through the Labor Day weekend:

Sundays & Holidays*: 8 AM - 2 PM
Monday, Wednesday, Friday: 8 AM - 8 PM
Tuesday, Thursday, Saturday: 8 AM - 5 PM

***Holidays are Memorial Day, Independence Day, and Labor Day.**

Additionally, wake hours are subject to change if there is to be a fireworks display or special event.

Wake hours shall automatically be suspended when the water level of Crystal Lake is more than 9" higher than the level of the spillway.

Notice shall be posted at all private beaches and public entrances to the lake notifying users of the suspension of wake hours. Users will also be informed through the media and/or written notice.

4. Counterclockwise Travel
All motor driven watercraft operating above no wake speed shall travel in a general counterclockwise direction around the lake.

5. Speed Limit
No boat shall operate on Crystal Lake at speeds in excess of 40 MPH at any time.

6. Jet Skis
JET SKIS ARE SUBJECT TO THE SAME REGULATIONS AS ANY OTHER ENGINE-POWERED WATERCRAFT.

7. Swimming and Flotation Devices
It shall be unlawful to swim or use recreational flotation devices (such as air mattresses) within the designated wake zones unless accompanied by a manned boat or a boat at anchor.

8. Penalties
Any person, firm, or corporation violating any provision of these rules and regulations can be fined up to $500 for each offense.

ALL State and local regulations are applicable and enforced year-round, except for Wake/No Wake times listed in Section 3.

USERS OF THE LAKE ARE REMINDED TO RESPECT ALL SHORELINE PROPERTY, INCLUDING PRIVATE BEACHES, PIERS, AND BOATS.

In addition to the ordinance adopted by the City of Crystal Lake and the Village of Lakewood, boating on Crystal Lake is also regulated by the Illinois Boat Registration and Safety Act. *You are responsible for reading the copy of the State boating laws that were given to you at the time you purchased your Crystal Lake Usage Decal. Boaters must comply with all state laws as well.*

NEW ILLINOIS LAW STATES; ALL BOATERS BORN AFTER JANUARY 1, 1998, OPERATING A BOAT WITH A 10-HP ENGINE OR GREATER, MUST OBTAIN A BOATING SAFTEY CERTIFICATE APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES.

CRYSTAL LAKE RULES

Quick Reference

Wake Times
Memorial Day Weekend
through Labor Day Weekend

Mon-Wed-Fri	8 AM – 8 PM
Tues-Thu-Sat	8 AM – 5 PM
Sunday & Holidays	8 AM – 2 PM

No wake speed limit is 5 mph
Holidays are: Memorial Day, July 4th, and Labor Day

Counterclockwise Travel when other traffic is present.

Please maintain a courteous distance from other watercraft.

Display Orange Flag during a period of time when a person is in the water or being towed.

Safety Observer Required when towing.

Boat Safety Certification Card is required for operator born **after January 1, 1998.**

Swimmers in wake area must be accompanied by a manned watercraft.

IT IS YOUR RESPONSIBILITY TO KNOW THE LAW!

Illinois Boating Laws
www.boat-ed.com/illinois/handbook/

Crystal Lake Ordinance
https://www.crystallake.org/your-government/departments/finance/annual-lake-usage-decal

Village of Lakewood Ordinance
https://www.village.lakewood.il.us/
Village Code, Chapter 12

EMERGENCY INFORMATION

In case of
EMERGENCY call: 911

For **NON-EMERGENCY** assistance, call:

Lakewood Police Department
(815) 338-2141

Crystal Lake Police Department
(815) 356-3620

Crystal Lake Park District
(815) 459-0680

Acct#	Title	PY Budget	PY Actual	Current Budget	Current Actual	Current Yr % of Current Budget	2023/2024 Budget	Notes	Difference to FY Budget 2022/2023
92 - LAKE PATROL FUND									0.00
92003325000	Boat Decals	39,225.00	39,225.00	38,000.00	36,021.00	95%	36,000.00		-2,000.00
92003702000	Interest Income	10.00	4.24	3.00	3.47	116%	10.00		7.00
TOTAL REVENUE LAKE PATROL		**39,235.00**	**39,229.24**	**38,003.00**	**36,024.47**		**36,010.00**		-1,993.00
92008101000	Salaries - Regular	5,000.00	5,000.00	5,000.00	4,500.00	90%	5,000.00	Mikes salary	0.00
92008103000	Hourly Wages - Full Time			500.00			520.00	Joanne's time 2hr/week 22 weeks	20.00
92008104000	Hourly Wages - Part Time	12,000.00	11,754.75	15,000.00	12,931.19	86%	16,668.00	651 hrs, 5/27/23 to 09/30/23	1,668.00
92008161000	Employers' Share - FICA	700.00	600.72	1,600.00	1,327.58	83%	1,967.20		367.20
92008162000	Employers' Share - IMRF	600.00	247.02	400.00	319.95	80%	400.00		0.00
92008163000	Medical/Dental/Life Insurance	0.00	0.00	850.00	391.99	46%	655.84		-194.16
92008170000	Physicals/Drug Testing	285.00	420.00	285.00	970.00	340%	500.00		215.00
92008180000	Workers' Compensations Ins.	481.00	433.30	400.00	0.00	0%	285.38		-114.62
92008181000	Unemployment Insurance	891.00	408.24	1,100.00	815.52	74%	1,100.00		0.00
92008201000	Printing/Printed Materials	100.00	48.00	100.00	15.64	16%	100.00		0.00
92008205000	Decal Printing	750.00	513.00	750.00	532.00	71%	750.00		0.00
92008225000	Gas, Oil & Antifreeze	600.00	481.44	600.00	738.75	123%	750.00		150.00
92008251000	Wearing Apparel	300.00	16.00	300.00	191.80	64%	300.00		0.00
92008289000	Misc. Equipment	200.00	140.52	200.00	17.97	9%	200.00		0.00
92008416000	Equipment O/M/R	2,000.00	4,891.49	3,900.00	10.75	0%	2,750.00	5 buoys, boat lights, pier install/removal	-1,150.00
92008441000	Dispatch Services	1,200.00	1,200.00	1,200.00	0.00	0%	1,200.00		0.00
92008450000	Legal Services	200.00	698.75	200.00	43.00	22%	200.00		0.00
92008471000	General Liability Insurance	2,002.00	63.90	70.00	0.00	0%	70.00		0.00
92008496000	Prof. Dev. & Training	0.00	154.81	0.00	119.85		75.00		75.00
92008620000	Equipment	8,300.00	8,130.24	8,131.00	3,387.60	42%	100.00	Boat paid off in April 2023	-8,031.00
TOTAL EXPENSE LAKE PATROL		**35,609.00**	**35,202.18**	**40,586.00**	**26,313.59**		**33,591.42**		-6,994.58
REVENUE - EXPENSE		**3,626.00**	**4,027.06**	**-2,583.00**	**9,710.88**		**2,418.58**		5,001.58

	FUND SUMMARY	2020/2021	2021/2022		2022/2023 Estimate		2023/2024 Budget		
	CARRY OVER PRIOR YEAR		21,999		26,026		33,737.00		
	TOTAL FUND REVENUE				36,024		36,010.00		
	TOTAL FUND EXPENSES				28,313		33,591.42		
	FUND CARRY OVER	21999	**26,026**		**33,737**		**36,155.58**		

INTERGOVERNMENTAL AGREEMENT FOR ENFORCEMENT

AND SAFETY PATROL UPON CRYSTAL LAKE

WHEREAS, the CITY OF CRYSTAL LAKE ("City") and the VILLAGE OF LAKEWOOD ("Village") desire to enforce lake safety upon Crystal Lake ("Lake"); and

WHEREAS, the City and the Village have each adopted identical ordinances attached as Exhibits "A" and "B", respectively ("Ordinance" or "Ordinances"), and

WHEREAS, certain Illinois State statutes exist that regulate boating activities on the Lake; and

WHEREAS, the policing bodies of the City and the Village, or their designated agents, both individually and in cooperation, all have the authority to enforce said State statutes and municipal ordinances; and

WHEREAS, the Lake constitutes a "Police District" under the law of the State of Illinois entitling either municipality or their agents to enter upon the entire Lake to protect the health, safety and welfare of their respective citizenries; and

WHEREAS, the City and the Village are authorized to enter into this Agreement pursuant to the Illinois Compiled Statutes and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

A. Definitions:

1. "Municipalities" shall mean the City of Crystal Lake and the Village of Lakewood.

2. "Staff" shall mean the City of Crystal Lake and Village of Lakewood staffs.

B. Ordinances. Each party agrees to keep the ordinances, identified as Exhibits A and B, in effect for the term of this Agreement and not amend same without the agreement of the other party.

C. Lake Staff.

1. The staff shall be as established by the Village Administrator and the City Manager in accordance with the terms of this Agreement in order to carry out the purposes of this Agreement and, where applicable, the provisions of the Ordinances attached as Exhibit "A" and "B".

2. Staff shall:

(a) The City shall be responsible for the sale of lake usage decals and all monies received from sales of stickers shall be deposited by the city into a joint account with the Village of Lakewood with an accounting of all revenue received every two weeks between March 1 and October 1.

(b) The Village shall proposed an operating budget by March 1 of each year which shall be subject to the approval of the Village Board and the City Council no later than April 1 of each year.

(c) The Village shall be responsible for establishing a lake use and decal program to provide funding for the entire annual budgeted amount. The lake use and decal budget shall be submitted to the municipalities prior to February 1 of each year.

(d) The Village shall establish an on-water lake safety and enforcement patrol including, but not limited to, procurement of the patrol boat and other necessary equipment, providing for a boat docking facility or facilities, location and maintenance of buoys/markers, the depths

and locations pursuant to the requirements as outlined in Exhibits A and B, and the purchase or rental of equipment necessary for the proper operation of the on-water lake safety program including the establishment of a program for normal equipment maintenance.

(e) By December 31 each year the Village shall furnish to the City an annual report of acts and doings which shall include, but not be limited to, an accurate accounting of the total itemized expenses, total patrol hours and number and type of tickets issued with their disposition.

(f) The City Manager and the Village Administrator shall review the reports of the monthly receipts and expenditures prepared by the City and Village during April through September and shall consolidate all months into an annual report to be submitted to the Village Board and City Council prior to February 1 of each year.

(g) Purchase or rent equipment as approved by the municipalities and establish a program for normal maintenance of equipment.

(h) Locate and maintain buoys/markers at depths and locations pursuant to the requirements, as outlined in Exhibits A and B.

(i) Furnish to the municipalities by February 28th of each year an annual report of acts and doings which shall include, but not be limited to, an accurate accounting of:

(1) Total revenues by source;

(2) Total itemized expenses;

(3) Total patrol hours; and

(4) Tickets issued.

D. Lake Patrol Officers.

1. Shall be sworn police officers of the Village or other qualified persons provided that the hiring of any police officers pursuant to this Agreement shall be subject to the rules and regulations of the Village.

2. Contract costs for services of lake patrol officers shall be paid directly from Lake Safety funds.

3. Lake patrol officers shall conduct and document patrol activities as directed by the Lakewood Staff within the limits of approved budgeted funding.

4. Scheduled boat patrolling activities shall begin Memorial Day and extend through Labor Day.

5. A "24 hour" on-call service shall be coordinated with both municipal police departments.

6. Prosecution of violations shall be through the municipality issuing the citation. The resulting revenue, less prosecution expenses, is to be directed to the Staff as income.

7. Lake patrol officers participating in scheduled patrol activities and regular municipal police officers have the authority to enforce the Ordinances enacted by the municipalities pursuant to this Agreement, as well as the State boating laws regarding safe boating practices throughout the waters of the Lake, regardless of which municipality they represent and regardless of which municipal jurisdiction violations occur.

D. Lakewood Staff shall develop and implement guidelines for lake patrol officers and scheduling lake patrol officers.

E. Funding.

1. The Lake Safety Patrol will be self-supporting.

2. Emergency loans for equipment acquisition, etc. may only be undertaken upon the joint approval of the City and Village. This provision does not preclude the Staff, with the approval of the municipalities, from arranging for private funding.

F. Ownership and Disposition of Assets.

1. Upon termination of this Agreement, unless some other provision is made, the property and facilities established, operated and maintained under this Agreement shall be owned legally by the City and Village equally as tenants in common.

2. Upon termination of this Agreement, all property shall be sold and the proceeds of such sales shall be distributed to the City and the Village on a percentage basis based upon the number of stickers sold to Lakewood and Crystal Lake residents. In addition, the percentage applicable to Park District residents situated outside of the corporate limits of the Village and City would be shared by the City and Village equally.

G. Event Scheduling. Any group or organization planning an event to take place on the Lake is required to schedule the event with the Staff in advance to avoid conflicts and to comply with any requirements established by the Village Board and the City Council regarding control, safety and cleanup. Nothing contained in this paragraph shall supersede the provisions of statutory authority or any ordinance of the municipalities.

H. The City agrees to save and hold harmless the Village and the Village agrees to save and hold harmless the City from any and all claims, demands, causes of action, litigation or liability related to damages to each other or any third parties or property of third parties by reason of the exercise of their individual duties and responsibilities set forth in this Agreement.

I. Terms.

1. This Agreement shall remain in effect for a term beginning February 1, 1996, and ending December 31, 1996. If neither of the parties give notice by November 1 of each year of its intent to terminate this Agreement, then this Agreement shall be automatically renewed for the following year.

2. This Agreement may be amended, except as otherwise stated herein, at any time upon the mutual written agreement of the City and Village.

J. Severability. The Agreement must be approved in total, and, if any provision herein is not approved, then the entire Agreement shall be null and void.

K. Effective Date. This Agreement shall be effective and program established when executed by the City and Village.

K. Governing Law. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

CITY OF CRYSTAL LAKE, an Illinois municipal,

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

VILLAGE OF LAKEWOOD, an Illinois municipal corporation,

By: _____
PRESIDENT

ATTEST:

_____
VILLAGE CLERK

ORD. #3886
FILE #244

EXHIBIT A

AN ORDINANCE AMENDING SECTION I 1. DECALS OF THE CRYSTAL LAKE ORDINANCE

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

SECTION I: Section I 1. Decals, of the Crystal Lake Ordinance shall be amended to read as follows:

1. Decals. All designated watercraft which are operated on Crystal Lake shall display a current "Lake Usage Decal." Initial decal fees shall be $19.00 for watercraft under 15 feet and $32.00 for watercraft 15 feet and over. The future cost of said decal shall be determined annually as part of the budget process.

SECTION II: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION III: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

DATED at Crystal Lake, Illinois, this 5th day of March, 1996.

AYES: 3

NAYES: 2

ABSENT: 0

PASSED this 5th day of March, 1996.

APPROVED by me this 5th day of March, 1996.

MAYOR

ATTEST:

CITY CLERK

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

VILLAGE OF LAKEWOOD

May 24, 1996

Mr. Gregory Fettes
Assistant City Manager
City of Crystal Lake
100 West Municipal Complex
Crystal Lake, Il 60014

Dear Greg:

I am writing this letter to inform you that the Lakewood Village Board voted to reduce the boat decals at their meeting on May 14, 1996. The Board agreed to reduce fees to their original price of $15.00 for "A" decals and $25.00 for "B" decals. Their vote was contingent on the agreement that the City would handle the refunds for decals already purchased at the higher rates. Per our telephone conversation earlier today, the City does intend to issue the refunds. Also, per our conversation, the Village will transfer funds sufficient to cover the amount of refunds upon your request.

The Village Attorney is preparing an ordinance for approval by the Lakewood Village Board at their regularly scheduled meeting on Tuesday, May 28, 1996.

As such, the Village agrees that decal fees should be reduced at this time. I will forward a copy of the ordinance to you upon its passage on Tuesday.

If you have any further questions, please contact me at 459-3025.

Sincerely,

Wendy Gregoria

Wendy Gregoria
Finance Director

NOTE -- This letter reflects the fees charged by the City of Crystal Lake for 1996 decals.

cc: Bryan Shaw, Village Administrator

EXHIBIT B

ORDINANCE NO. 1995-96-24

An Ordinance Amending the Lakewood Municipal Code to Add Chapter 12, Crystal Lake Regulations

WHEREAS, the Village of Lakewood has entered into a Intergovernmental Agreement with the City of Crystal Lake to enforce the provisions of the Boat Registration and Safety Act, 625 ILCS 45/1-1, et. seq.; and

WHEREAS, the provisions of the Boat Registration and Safety Act allow political subdivisions of the State of Illinois to impose additional regulations upon water areas within the jurisdiction of the political subdivisions not inconsistent with state law; and

WHEREAS, representatives of the Village of Lakewood and City of Crystal Lake have recommended to the Mayor and City Council of the City of Crystal Lake and the President and Board of Trustees of the Village of Lakewood that the following regulations be imposed upon the waters of Crystal Lake; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Lakewood to incorporate said regulations into the Lakewood Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lakewood, McHenry County, Illinois, as follows:

SECTION 1: That the Lakewood Municipal Code shall be amended to add Chapter 12, Crystal Lake Regulations, which shall read as follows:

Chapter 12
Crystal Lake Regulations

12.01 Decals
12.02 Wake Zones
12.03 Wake/No Wake Times
12.04 Counterclockwise Travel
12.05 Speed Limit
12.06 Jet Skis/Personal Watercraft

12.07 Watercraft Operation
12.08 Swimming and Floatation Devices
12.09 Special Use Permits
12.10 Penalties

12.01 DECALS

All designated watercraft which are operated on Crystal Lake shall display a current "Lake Usage Decal." Initial decal fees shall be $15.00 for watercraft 14 feet and under and $25.00 for watercraft 15 feet and over. The future cost of said decal shall be determined annually as part of the budget process.

12.02 WAKE ZONES

Portions of Crystal Lake shall be designated as wake areas, and shall be defined as the portion of the lake lying within the confines of buoys. Buoys shall be placed at a depth of approximately eight feet of water, provided that the Patrol Coordinator or Patrol Agency may approve exceptions to the eight foot depth to accommodate a smooth alignment of the buoys; but in no case shall buoys be located in less than five feet of water.

12.03 WAKE/NO WAKE TIMES

A. Wake hours shall be as follows:

1. Sundays and Holidays, 8 a.m. to 2 p.m.
2. Mondays, 8 a.m. to 8 p.m.
3. Tuesdays, 8 a.m. to 5 p.m.
4. Wednesdays, 8 a.m. to 8 p.m.
5. Thursdays, 8 a.m. to 5 p.m.
6. Fridays, 8 a.m. to 8 p.m.
7. Saturdays, 8 a.m. to 5 p.m.

B. "Holidays" shall mean Memorial Day, Monday; Independence Day and Labor Day.

C. Wake/no wake hours set forth herein shall be in effect only during the period of Memorial Day weekend through Labor Day weekend, inclusive.

12.04 COUNTERCLOCKWISE TRAVEL

All motor driven watercraft operating above no wake speed shall travel in a general counterclockwise direction around the lake.

12.05 - SPEED LIMIT

No boat shall be operated on Crystal Lake at speeds in excess of 40 miles per hour at any time.

12.06 JET SKIS/PERSONAL WATERCRAFT

Jet skis and personal watercraft shall be subject to the same regulations as any other engine-powered watercraft, including requirements concerning the age of the operator, direction of travel, no wake times and appropriate safety practices.

12.07 WATERCRAFT OPERATION

All boats shall operate in conformance with the Boating and Registration and Safety Act of the State of Illinois, 625 ILCS 45/1-1, et. seq., which shall be and is hereby adopted by reference as the rules and regulations for the use of watercraft on Crystal Lake in all respects not inconsistent with the provisions of this chapter.

12.08 SWIMMING AND FLOATATION DEVICES

It shall be unlawful to swim or use recreational floatation devices (such as air mattresses) within the designated wake zones unless accompanied by a manned watercraft or a watercraft at anchor.

12.09 SPECIAL USE PERMITS

Parties interested in special shows, regattas, races or special lake activities shall first obtain a special use permit from the Patrol Coordinator or Patrol Agency which shall not be unreasonably withheld. Patrol must be arranged for weekend special uses.

12.10 PENALTIES

Any person, firm or corporation violating any provision of this chapter shall be, upon conviction, fined a sum not to exceed $500.00 for each separate offense.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith, specifically those ordinances establishing and/or amending regulations on Crystal Lake, are hereby repealed.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes: Trustees C. Carl Davis, William J. Montgomery, John Ross and Richard P. Vogelman and President William J. Young

Nayes: Trustees Thomas V. Henricks and Blair Picard

Absent: None

Abstain: None

APPROVED:

/s/ William J. Young
Village President William J. Young

(SEAL)
ATTEST: /s/ Meg Myers
Village Clerk Meg Myers

Passed: January 8, 1996
Approved: _____
Published: _____

Ord. No. 5903
File No. 244

AN ORDINANCE AMENDING SECTION I 1. DECALS
OF THE CRYSTAL LAKE ORDINANCE

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

SECTION I: Section I 1. Decals, of the Crystal Lake Ordinance shall be amended to read as follows:

1. Decals. All designated watercraft which are operated on Crystal Lake shall display a current "Lake Usage Decal." Initial decal fees shall be $15.00 for paddleboats or similar watercraft that are powered by human power. All other watercraft shall be $25.00. The cost of replacement decals shall be $1.00. Replacement decals may be issued for boats purchased to replace a boat for which a decal has been issued. The future cost of said decal shall be determined annually as part of the budget process.

SECTION II: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION III: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Ord. No. 5903
File No. 244

DATED at Crystal Lake, Illinois, this 15th day of February, 2005.

MAYOR

ATTEST:

CITY CLERK

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

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

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: April 4, 2023

Item: Board and Commission Appointments – Public Arts Commission

Mayor's Recommendation: Move to approve the nomination of the seven applicants as at-large members of the Public Arts Commission

Contact: Haig Haleblian, Mayor

Background:
As the City Council is aware, the Public Arts Commission was adopted at the February 21, 2023 City Council meeting. The Commission will consist of seven (7) voting members who are residents of the City of Crystal Lake, attend a school in Crystal Lake, or otherwise own a business in the City of Crystal Lake. The Downtown Crystal Lake/Main Street organization and the Historical Society shall each nominate one member to serve on the commission, and the remaining five member seats shall be composed of members of the public. The members are subject to the approval by a majority vote of the Mayor and City Council of the City of Crystal Lake.

The following Crystal Lake residents and members from the Historical Society and Downtown Crystal Lake Association have expressed an interest in serving on the Public Arts Commission. If appointed to the Commission, each member would serve a three-year term expiring on April 4, 2026.

- Kathy Hajdrowski
- David Bradburn
- Lynn Reckamp (Downtown Crystal Lake/Main Street)
- Nancy Merkling
- Patti Noble
- Rudolph Magnani
- Brynn Jeffries (Crystal Lake Historical Society)

A meeting schedule will be determined after the Commission members have been appointed. The first meeting is anticipated to occur in May 2023.

Votes Required to Pass: Simple majority

City of Crystal Lake
Public Arts Commission Application

Applicant Information

Name: Kathy Hajdrowski

Address: 608 Cress Creek Ln (Street) Crystal Lake (City) IL (Zip) 60014

Telephone (Home): [redacted] Telephone (Work): 815-788-3434

e-mail: khajdrowski@homestbk.com

Please select the option or options below that apply to you.

- [x] Crystal Lake Resident. Please provide the number of years living in Crystal Lake: 19 Yrs
- [ ] Crystal Lake Business Owner. Please provide the number of years in business: _____
- [ ] Attending School in Crystal Lake. Please provide the name of the school: _____

Please describe your *training* and *education* that would make you an asset to this Commission.

Currently I'm in the class of 2023 with Leaders of Greater McHenry County. Not only have I met so many great people,I have learned so much about our County and what it has to offer. It has help me grow personally and professionally. In addition I completed the Leaders in Action program put on by The Crystal Lake Chamber.

Please describe your *experience* that would make you an asset to this Commission.

I have experience with event planning and creative projects. I've organized and decorated various Halloween and employee work parties, coming up with themed decor and activities. I have a strong eye for visuals and creative direction. I also take and edit professional photos for Home State Bank N.A.

Please describe why you are interested in serving on this Commission.

I believe that art has the power to inspire and provoke thought, and I would be honored to use my skills to contribute to a meaningful project that has a positive impact on the community.

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: _____ Date: 3/8/2023

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Public Arts Commission Application

Applicant Information

Name David Bradburn

Address: 216 2nd St (Street) Crystal Lake (City) 60014 (Zip)

Telephone (Home): [redacted] Telephone (Work): _____

e-mail: [redacted]

Please select the option or options below that apply to you.

[X] Crystal Lake Resident. Please provide the number of years living in Crystal Lake: 3.5

[X] Crystal Lake Business Owner. Please provide the number of years in business: 11.5

[ ] Attending School in Crystal Lake. Please provide the name of the school: _____

Please describe your *training* and *education* that would make you an asset to this Commission.

I have masters in education and taught high shcool for 20 years. During those years I taught all levels of English as well as video production.

Please describe your *experience* that would make you an asset to this Commission.

In addition to my background in education, I have worked for over a decade in video production as a producer and director. I have managed 6 figure budgets and crews of up to 50 people. I ran a film festival for 10 years and currently judge for two festivals one of which is Oscar qualifing. I am a working artist and my films have screen around the world at festivals and on Amazon. This expericence requires that I work with many different types of artist towards a common goal.

Please describe why you are interested in serving on this Commission.

I care about improving the communities in which I have lived and coupling this with my passion for the arts, I have held leadership postions for the over the past two decades and would like to bring these skills to our community

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: David L Bradburn Date: 03/07/23

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Public Arts Commission Application

Applicant Information

Name Lynn Reckamp

Address: 125 W. Crystal Lake Ave., Crystal Lake 60014
(Street) (City) (Zip)

Telephone (Home): [redacted] Telephone (Work): 815.479.0835

e-mail: Info@DowntownCL.org

Please select the option or options below that apply to you.

☐ Crystal Lake Resident. Please provide the number of years living in Crystal Lake: _____

☐ Crystal Lake Business Owner. Please provide the number of years in business: _____

☐ Attending School in Crystal Lake. Please provide the name of the school: _____

Please describe your *training* and *education* that would make you an asset to this Commission.
I would be representing the Downtown Crystal Lake / Main Street Association - I am a member of Main Street America that offers a wealth of knowledge for this commission.

Please describe your *experience* that would make you an asset to this Commission.
I have taken several college level art classes, I have also attended art workshops through Main Street America conferences.

Please describe why you are interested in serving on this Commission.
I have wanted to incorporate art into our Downtown for years! I am so excited to get this Commission going!

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: Lynn Reckamp Date: 3.9.2023

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Public Arts Commission Application

Applicant Information

Name Nancy Merkling

Address: NMP Studio-The Dole; 401 Country Club Rd Crystal Lake IL 60014
(Street) (City) (Zip)

Telephone (Home): [redacted] Telephone (Work): 815.347.8535

e-mail: nancy@nancymerkling.com

Please select the option or options below that apply to you.

- ☐ Crystal Lake Resident. Please provide the number of years living in Crystal Lake: _____
- ☒ Crystal Lake Business Owner. Please provide the number of years in business: 20 years
- ☐ Attending School in Crystal Lake. Please provide the name of the school: _____

Please describe your *training* and *education* that would make you an asset to this Commission.

I am a 62 year old woman with a degree in Math and another in Photography. I relaunched my professional photography company, Nancy Merkling Productions in 2003 after taking a break to raise some kids [mine!]. I have produced a crazy successful monthly art event ten times a year since April 2011 [minus the pandemic pause] so my training is right up there on the front lines.

Please describe your *experience* that would make you an asset to this Commission. As an advocate of the arts, NMP launched in 2011 and continues to produce a ten-time a year event called "4th Fridays Art Event" that brings in artists and attendees in a 'if you build it, nurture it, create a healthy team to produce it, promote it with the intentions of serving the artist community and create a really cool, non-boring event around it that includes live music, roving nibbles and voting, they will come". We have worked hard to continue to grow and fine tune the experience we market as "fresh + fun". We might also tout "all the cool people will be here" but truth be told, they ARE.

Please describe why you are interested in serving on this Commission.

As a self employed entrepreneur in the arts, I am highly interested in serving on an art commission council. The reason? If I have learned anything in my first 62 years of life, it's that my purpose here on earth should involve helping others. I believe the arts are so undeniably essential that I gave up 6 figure salaries in math based careers to work smack dab in the center of promoting them.

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: Nancy Merkling Date: March 9 2023

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Public Arts Commission Application

Applicant Information

Name: Patti Noble

Address: 61 S Walkup Ave, Crystal Lake 60014
(Street) (City) (Zip)

Telephone (Home): cell [redacted] Telephone (Work): _____

e-mail: [redacted]

Please select the option or options below that apply to you.

[X] Crystal Lake Resident. Please provide the number of years living in Crystal Lake: 15

[ ] Crystal Lake Business Owner. Please provide the number of years in business: _____

[ ] Attending School in Crystal Lake. Please provide the name of the school: _____

Please describe your *training* and *education* that would make you an asset to this Commission.

BA - Public Relations with a unique community perspective. Former non-profit board member with experience and dedication to collaboration. Experience on a variety of committees working with a team to meet goals and expectations of a larger group. Engaged LGMC alumna with continued education and understanding of the needs in our community

Please describe your *experience* that would make you an asset to this Commission.

Event coordinator focusing on bringing artistic influence to each event. Deep connections in the local music community. Proven experience with gathering people and support for important causes. Creator of unique experiences that engage a broad spectrum of community members. Life coach and victim advocate with excellent listening skills.

Please describe why you are interested in serving on this Commission.

I am involved and invested in C.L. and its continued growth and diversity. It has been a dream and goal of mine to be involved in the expansion of the Arts experience and the events to promote them. I am a creative, detail-oriented, passionate, out-of-the-box thinker with a variety of ideas as well as an open mind for collaborating with a team who are also excited for the opportunity to bring more of the arts to CL

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: P Noble Date: 3-7-2023

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Public Arts Commission Application

Applicant Information

Name RUDOLPH MAGNANI

Address: 5814 WILD PLUM RD (Street) CRYSTAL LAKE (City) 60014 (Zip)

Telephone (Home): [redacted] Telephone (Work): _____

e-mail: [redacted]

Please select the option or options below that apply to you.

- [X] Crystal Lake Resident. Please provide the number of years living in Crystal Lake: _____
- [X] Crystal Lake Business Owner. Please provide the number of years in business: _____
- [ ] Attending School in Crystal Lake. Please provide the name of the school: _____

Please describe your *training* and *education* that would make you an asset to this Commission.

GRAUATED FROM THE SCHOOL OF THE ART INSTITUTE OF CHICAGO WITH A BACHELOR OF FINE ARTS.

Please describe your *experience* that would make you an asset to this Commission.

I POSSESS BROAD BUSINESS AND AESTHETIC EXPERIENCE IN THE ARTS. STARTING AS A FREELANC ILLUSTRATOR TO DIR. OF CREATIVE AT McCANN ERICKSON AND SAFFER/CRAUTT/FREEDMAN TO FOUNDING MY OWN BUSINESS - MAGNANI CONTINNUM MARKETING FOR 28YRS

Please describe why you are interested in serving on this Commission. RETIRED NO I HAVE A PART TIME LANDSCAPE DESIGN BUSINESS IN CRYSTAL LAKE

I HAVE ALWAYS ATTEMPTED TO VOLUNTEER MY TIME TO THE COMMUNITY I LIVE IN IT GIVES ME PERSONAL REWARDS OF CONTRIBUTING IN SOME SMALL WAY TO THE BETTERMENT OF THE COMMUNITY

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: _____ Date: 3/16/23

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.

Nicholas Hammonds

From: Brynn Jeffries <bjeffries@horizontherapeutics.com>
Sent: Tuesday, March 21, 2023 6:21 PM
To: Kathryn Cowlin AICP
Cc: Nicholas Hammonds
Subject: RE: Brynn's Email

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

Yes! Very interested! I spoke to Diana Kenney about it as well – I am honored to be the voice and POV for the Crystal Lake Arts Commission.

Just let me know when the first meeting is or you can send an invite to this email

THANK YOU

Brynn R. Jeffries
Senior Account Manager, Horizon Design
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m 815.529.3430
bjeffries@horizontherapeutics.com

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