CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
April 18, 2023
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – April 4, 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. **Class 20 Temporary Liquor License Request – McHenry County Marine Corps League**

10. **City Code Amendment to Increase the Number of Class 22 Liquor Licenses – Applicant: Soto Services, Inc., d/b/a Chilo's Mexican Grill, 282 W. Virginia Street**

11. **City Code Amendment to Increase the Number of Class 22 Liquor Licenses – Applicant: Familia G. Inc., d/b/a Las Cazuelitas Bar and Grill, 21 Crystal Lake Plaza**

12. **City Code Amendment to Increase the Number of Class 8 Liquor Licenses – Applicant: Guzman Y Gomez Restaurants, LLC d/b/a Guzman Y Gomez, located at 5459 Northwest Highway**

13. **5656 Northwest Highway, M'Lady Nissan - Special Use Permit Amendment to allow a new free-standing sign at 18 feet, 10 inches high and 37.67 square feet in area and less than 10 feet from the property line**

14. **611 S. Main Street, Home State Bank - Final Planned Unit Development Amendment and Special Use Permit to allow a second free-standing sign with an Electronic Message Center (EMC) with Variations from Article 2 Special Use Criteria that the property contain 200 feet of frontage on either Route 14 or Route 31, Article 2 Special Use Criteria to allow the sign to exceed the maximum allowed sign height for the use, Article 4-1000 from the maximum 6-foot height to allow 9 feet, and Article 4-1000 from the maximum 32 square-foot area to allow 60 square feet**

15. **997 North Shore Drive - Variations from Article 3 to allow the encroachment of the principal structure 10 feet 3 inches into the 106.98 street side setback, allow the encroachment of the principal structure 15 feet 3 inches into the 59.27-foot front yard (lake side) setback, allow a three-foot encroachment by a roof overhang over the bay windows, a one-foot variation, the construction of an accessory structure (a raised patio and spa with retaining wall), which encroaches an additional 11**

feet into the 59.27-foot, a variation of 26 feet, and to allow a total impervious surface coverage of 59%, a variation of 9% or 1,053 square feet

16. Unified Development Ordinance (UDO) Amendment, to Article 2 and Article 10 to allow for Tourist Homes

17. Wastewater Division Telemetry System Upgrade Project

18. Proposal Award – Design Engineering Services for the Pingree Road Pedestrian Improvements

19. Bid Rejection and Award – Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program

20. Bid Rejection and Award - Crystal Lake City Hall Server Room Cooling System Replacement Project

21. Proposal Award – SCADA System Services

22. Public Hearing for the Annual Budget for the 2023/24 Fiscal Year; and Adoption of the Annual Budget Ordinance, Salary Ordinance, Ordinance amending Section 515, Water and Sewer, of the City Code, and Ordinance Amending Section 241, Fees, of the City Code

23. Council Inquiries and Requests

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

25. Reconvene to Regular Session

26. Adjourn

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date:	April 18, 2023
Item:	Class 20 Temporary Liquor License Request – McHenry County Marine Corps League
Staff Recommendation:	Motion to approve issuance of a Class 20 Temporary Liquor License to the McHenry County Marine Corps League.
Staff Contact:	Nick Hammonds, Assistant City Manager

Background:
The City received a request from the McHenry County Marine Corps League for the issuance of a Class 20 Temporary Liquor License in order to offer wine and alcoholic liquor in the package only, as a raffle prize for a fundraiser on Saturday, November 11, 2023. While raffle licenses are approved administratively per the City Code, the issuance of a temporary liquor license requires consideration by the City Council.

The organization will need a temporary liquor license as the award of alcoholic liquor as a raffle prize is considered the sale of alcohol by the State Liquor Control Act. The wine and alcoholic liquor raffle prizes will be awarded at the Holiday Inn, located at 800 S. Illinois Route 31, on Saturday, November 11, 2023 and must be picked up by Monday, November 13, 2023 at the latest.

Section 329-5-T of the City Code permits the issuance of a Class 20 Temporary Liquor License for the retail sale of alcoholic liquor on the premises in packages only, but not for consumption on the premises specified in the license where sold. The license shall be issued to not-for-profit corporations or organizations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three days and shall be issued only for special events sponsored by the not-for-profit corporation or organization requesting the license.

The McHenry County Marine Corps League has met all application requirements for a temporary liquor license.

Votes Required to Pass:
Simple majority

CITY OF CRYSTAL LAKE

Class "20"
Temporary Liquor License

General Information:

- A Class "20" **Temporary** Liquor License authorizes the retail sale of alcoholic liquor on the premises specified in the license in packages only but not for consumption on the premises where sold.

- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.

- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.

- Issuance of a Class "20" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

City of Crystal Lake
Application for Temporary Liquor License

CLASS "20"
Alcoholic Liquor in Packages Only

The undersigned hereby makes application for a license for the sale at retail of alcoholic liquor in packages only under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name McHENRY County MARINE CORPS LEAGUE
(Must be not-for-profit organization)
Address Po Box 311 Woodstock, IL 60098 Phone Number 847 370 4107

2. Location where beer in packages only will be sold:
CRYSTAL LAKE Holiday INN

3. Dates of the event **(not to exceed three (3) days)**: 11 NOVEMBER 2023

4. Hours of operation: 5 PM - 10 PM

5. Describe the type of crowd and traffic control licensee will utilize. EVENT IS USMC BANQUET NOT to EXCEED 400 ATTENDEES. EXPECT GUEST to STAY THE NIGHT AT HOTEL. NO TRAFFIC outside the PARKING LOT.

6. Describe plan for refuse pickup. NOT Applicable,

7. Please list the names and addresses of the members of the organization who will be selling alcoholic liquor in packages only at the location pursuant to the license. If additional space is needed, please use reverse side.
MIKE BRESLIN 28810 HONEYSUCKLE CT LAKEMOOR IL 60051
TIM COLLINS 70 MONTCLARE DR CARY IL 60013
RICK PRESCOTT 6507 CORK LN McHENRY IL 60050

8. **Please attach the following to your application:**
- [X] **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
- [X] **Proof of liquor liability insurance**
- [X] **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer in packages only on the property during the time requested.**
- [X] **Site plan of area where beer in packages only will be sold.**
- [X] **Letter to the Mayor and City Council requesting approval of the issuance of a Class "20" Temporary Liquor License to applicant.**

Signature of President — Date 3/23/23

Signature of Secretary — Date 3/23/23

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

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 23

day of March, 2023.

Notary Public

OFFICIAL SEAL
ALAINA SKURSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Dec. 27, 2025

McHenry County Marine Corps League 1009
PO Box 311
Woodstock. IL 60098-0311

3/23/2023

Mayor & City Council of the City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Mayor & City Council of the City of Crystal Lake,

McHenry County Marine Corps League request approval of the Insurance of a Class "20" Temporary Liquor License 11 November 2023.

Our current Raffle is a Barrel Full of Booze will be a series of prizes of liquor and wine prizes with proceeds for our General Fund to support our Veteran Programs. All prizes will be sealed products.

McHenry County Marine Corps League has participated in the City of Crystal Lake Independence Days and Festival of Lights Parades for about twenty years. Additionally, we have conducted our annual Veterans Fishing Event at Three Oaks Recreation Facility for the past eight years and we are a member of the Crystal Lake Chamber of Commerce.

Our 248th Anniversary of the U.S. Marine Corps Birthday Ball is an annual event, one of many celebrated throughout the world, last year's event had 275 guest and is open to public.

Our Paymaster Mike Ruffner can be contacted at ruffnermb@outlook.com or 847-370-4107.

Semper Fidelis!

Jason Hertha
Commandant

Holiday Inn
IHG
Chicago NW | Crystal Lake

March 23 2023

City Manager's Office
100 W. Municipal Complex
Crystal Lake, IL 66014

RE: Temporary Liquor License

Greetings,

On November 11, 2023 the Marine Corps will host the Marine Corps Birthday Ball at the Holiday Inn, Crystal Lake. We authorize the sale of beer in packages only on the property during the time requested.

Sincerely,

Eric Yarolimek
Director of Sales
Holiday Inn Crystal Lake

SITE PLAN

Creating **Extraordinary** Experiences

Hotel Features

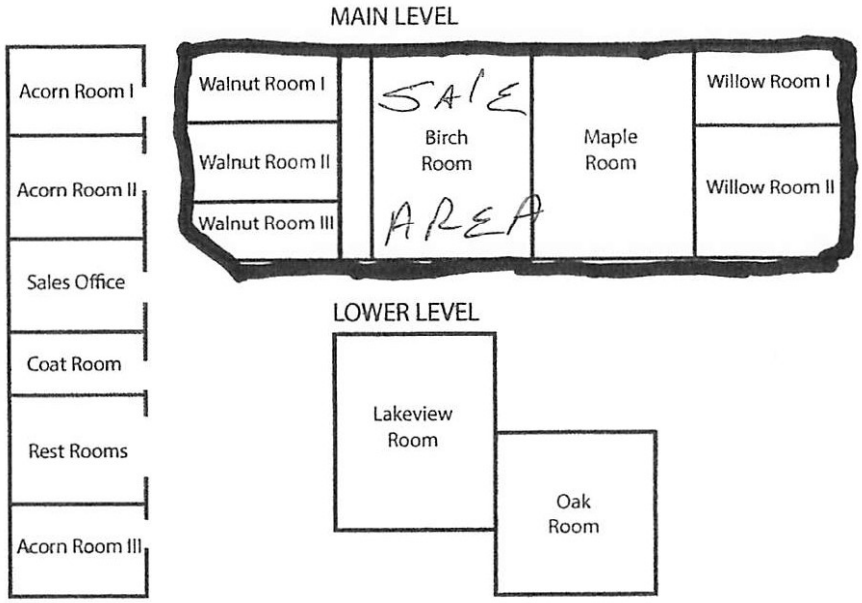
- Three Oaks Lodge Restaurant & Lounge
- Resort-Like Indoor Pool
- Complimentary Wi-fi
- Free Ample Parking
- Hertz Rental Car Onsite
- Guest Laundry Facilities
- Business Center
- Fitness Center
- Room Service

Meeting Services

- 20,000 sq. ft. function space
- Events up to 1,200 guests
- 11,200 sq. ft. Ballroom
- 21 Meeting Rooms
- 14 foot Ceilings
- Complete Banquet & Catering Services Onsite
- State-of-the-Art AV Equipment
- Experienced Sales & Catering Staff
- 2 Executive Boardrooms
- Meeting Rooms with Natural Light
- Storage & Coat Rooms

Guest Room Information

197 Guest Rooms | **6** Floors | **139** Double Bed Rooms | **44** King Rooms
14 Suites | ADA Compliant Rooms

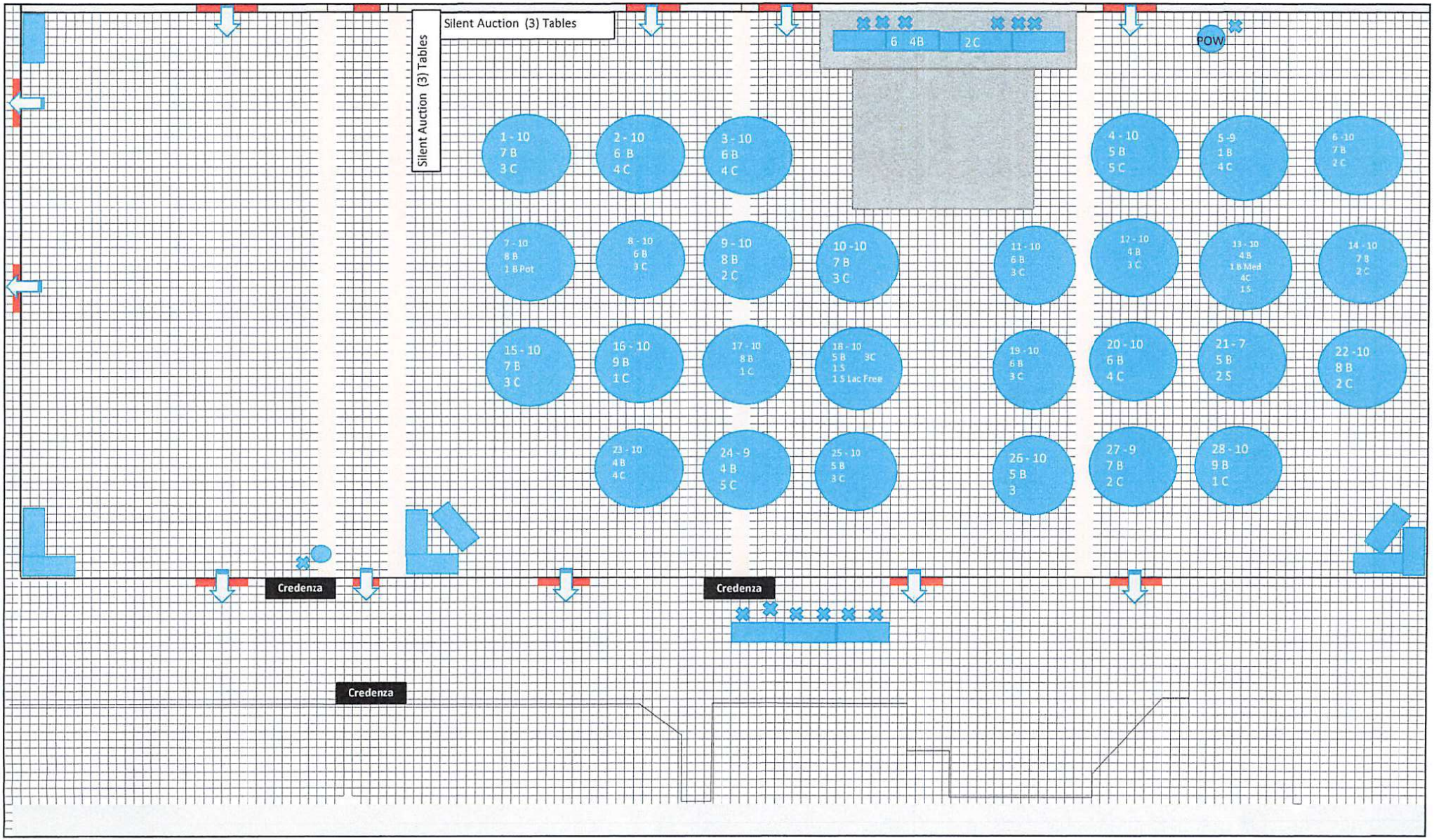


Facility	Size	Ceiling	Theater	Classroom	Banquet	Reception	U-Shape	Conference	Boardroom
Elara Ballroom	70x160	14'	1200	600	780	1000	-	-	-
Walnut Rooms	35x70	14'	150	125	130	225	-	-	-
Walnut I	23x35	14'	50	35	40	60	30	25	-
Walnut II	23x35	14'	50	35	40	60	30	25	-
Walnut III	23x35	14'	50	35	40	60	30	25	-
Birch Room	39x70	14'	225	150	180	225	50	-	-
Maple Room	39x70	14'	225	150	180	225	50	-	-
Willow Rooms	39x70	14'	225	150	180	225	50	-	-
Willow I	24x39	14'	70	30	40	60	25	25	-
Willow II	47x39	14'	125	75	60	120	40	40	-
Acorn I	24x26	14'	50	25	40	50	20	15	-
Acorn II	24x26	14'	50	25	40	50	20	15	-
Acorn III	24x26	14'	50	25	40	50	20	15	-
Algonquin	16x28	8'	-	-	-	-	-	-	10
Crystal Lake	16x28	8'	-	-	-	-	-	-	10
Elara Foyer	18x160	12'	-	-	200	295	-	-	-
Lakeview	28x24	10'	50	30	40	50	20	15	-
Oak	23x23	10'	35	18	-	-	15	24	-
Sunset Deck	2,275 sq ft	-	-	-	189	228	-	-	-
Lakeview Foyer	1,150 sq ft	10'	-	-	96	115	-	-	-
Lakeview Patio	395 sq ft	-	-	-	33	40	-	-	-

Holiday Inn AN IHG HOTEL

IHG® Rewards Club

800 South Route 31 | Crystal Lake, Illinois 60014 | elaraconvention.com
info@crystallakehi.com | 815.477.7000


Silent Auction (3) Tables
Silent Auction (3) Tables
6 4B 2C
POW
1 - 10 7 B 3 C
2 - 10 6 B 4 C
3 - 10 6 B 4 C
4 - 10 5 B 5 C
5 -9 1 B 4 C
6 -10 7 B 2 C
7 - 10 8 B 1 B Pot
8 - 10 6 B 3 C
9 - 10 8 B 2 C
10 -10 7 B 3 C
11 - 10 6 B 3 C
12 - 10 4 B 3 C
13 - 10 4 B 1 B Med 4C 1 S
14 - 10 7 B 2 C
15 - 10 7 B 3 C
16 - 10 9 B 1 C
17 - 10 8 B 1 C
18 - 10 5 B 3C 1 S 1 S Lac Free
19 - 10 6 B 3 C
20 - 10 6 B 4 C
21 - 7 5 B 2 S
22 -10 8 B 2 C
23 - 10 4 B 4 C
24 - 9 4 B 5 C
25 - 10 5 B 3 C
26 - 10 5 B 3
27 - 9 7 B 2 C
28 - 10 9 B 1 C
Credenza
Credenza
Credenza

SITE PLAN

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2023

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	CONTACT NAME: Andrew Ferrera	
Andrew Ferrera Insurance Agency Inc 1216 North Seminary Avenue Suite H Woodstock IL 60098	PHONE (A/C, No, Ext): (847) 802-8408	FAX (A/C, No): (847) 802-8408
	E-MAIL ADDRESS: andy@ferrerainsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ROCKFORD MUT INS CO	27065
INSURED McHenry County Marine Corps League #1009 PO Box 311 Woodstock IL 60098	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CP000065349	05/05/2022	05/05/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE OTHER:	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
				CP000065349	05/05/2023	05/05/2024	Host Liquor Liability	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Crystal Lake
100 W Woodstock St
Crystal Lake IL 60014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Andrew J Ferrera

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Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: City Code Amendment to Increase the Number of Class 22 Liquor Licenses – Applicant: Soto Services, Inc., d/b/a Chilo's Mexican Grill, 282 W. Virginia Street

Staff Recommendation: Motion to adopt an Ordinance reducing the number of Class 4 liquor licenses from 3 to 2 and increasing the number of Class 22 liquor licenses from the currently permitted 1 license to 2 licenses, in order to allow for the issuance of a new Class 22 liquor license to Soto Services, Inc., d/b/a Chilo's Mexican Grill, located at 282 W. Virginia Street

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

Background:

Soto Services, Inc., d/b/a Chilo's Mexican Grill, located at 282 W. Virginia Street, is requesting the creation of a Class 22 liquor license for the restaurant to allow for sale and consumption on the premises, both in the interior of a building and opened unroofed area immediately contiguous to the building or structure. In addition, the Class 22 license allows for retail sale and consumption of alcoholic liquor within a tent erected adjacent to the premise specified two times each calendar year, for three days per event.

A Special Event Permit is also required for these events, which can be approved administratively. At this time, Chilo's Mexican Grill is interested in holding a Cinco De Mayo Tent Event. City staff has reviewed the request and does not have any concerns.

Chilo's Mexican Grill currently holds a Class 4 Liquor License which does not allow for sale or consumption outside. The Class 4 license would be surrendered should the Class 22 license be approved.

Class 22 license which shall authorize the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises as well as the retail sale of alcoholic liquor in the original package between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 12:00 p.m. on Sunday and 1:00 a.m. on Monday. The Mayor and City Council may authorize the license holder to be open at 10:00 a.m. on Sunday upon the license holder submitting a list of the dates that it requests the

earlier Sunday opening hours to the Mayor and City Council for approval. A Class A type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.

(1)
Any open unroofed area in which alcoholic beverages are served or consumed pursuant to this license shall conform to the following:

(a)
The open unroofed area shall be particularly described and adjacent to and operated as a part of the premises licensed to sell alcoholic liquor on the premises and shall have obtained all permits or approvals required by the ordinances of the City Code, City or other governmental authority.

(b)
The open unroofed area shall be no greater than 1/2 the other floor space of the licensed premises.

(c)
The open unroofed area shall have a maximum capacity as defined by the Liquor Commissioner which shall be separately posted at the entrance to the open unroofed area.

(d)
Except as provided by Subsection V(2) of this section, any part of the open unroofed area not blocked by a building shall be surrounded by a fence or other barrier approved by the Liquor Commissioner which shall contain the required number of fire exits. All fences or other barriers shall comply with the ordinances of the City regarding vision, clearance and required distances from corners.

(e)
All electrical wiring shall comply with the codes of the City.

(f)
All combustible rubbish shall be stored in a noncombustible container, and the license holder shall be responsible for keeping the area in a clean and sightly condition.

(g)
The noise emanating from any open unroofed area where alcoholic beverages are served pursuant to this license shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.

(h)
The license holder shall be responsible for preventing violations of this chapter.

(i)
No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes.

(2)
The retail sale, on the premises specified, of alcoholic liquor for consumption on the premises may include the retail sale and consumption of alcoholic liquor within a tent erected adjacent to the premises specified, subject to the following conditions:

(a)
Such sale and consumption within a tent shall only be permitted two times during any calendar year over not more than three consecutive days per event and only during the hours specified for retail sale of alcoholic liquor pursuant to this license.

[Amended 8-17-2021 by Ord. No. 7733]

(b)

Such sale and consumption shall only be allowed pursuant to application made to and approved by the Liquor Commissioner.

(c)

Any application made pursuant to this subsection shall be made to the Liquor Commissioner not less than 90 days prior to the date requested for the tent sale.

(d)

All of the conditions applicable to the retail sale and consumption of alcoholic liquor pursuant to Subsection V(1)(a) through (c) and (1)(e) through (1)(i) of this section shall be applicable to the retail sale and consumption of alcoholic liquor pursuant to this Subsection V(2).

(e)

The Liquor Commissioner may impose such reasonable conditions and restrictions upon retail sales and consumption of alcoholic liquor within a tent as may be deemed necessary by the Liquor Commissioner to assure that such sale and consumption can be conducted in a safe manner without posing any material risk to patrons of the licensed premises or others. Such conditions may include mandating a minimum number of BASSETT-trained personnel to secure the perimeter of the tent and assure that no patron of the premises attempts to leave the premises while holding open alcoholic liquor.

(f)

The applicant must provide proof of ownership of the property on which the tent will be located or provide documentation confirming the ability to utilize the property for the tent event.

(3)

The annual fee for such license shall be the sum of $1,825

Current Class 22 License Holders:

Name	**Address**	**Zoning**
The Cottage	6 E. Crystal Lake Avenue	"B-4"

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:

- Payment of Prorated License Fee

The attached Ordinance reduces the number of Class 4 liquor licenses from 3 to 2 and increases the number of Class 22 liquor licenses from the currently permitted 1 license to 2 licenses, in order to allow for the issuance of a new Class 22 liquor license to Soto Services, Inc., d/b/a Chilo's Mexican Grill, located at 282 W. Virginia 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 4 License shall be decreased from 3 to 2.

2. Class 22 License shall be increased from 1 to 2, to create a Class 22 Liquor License for Soto Services, Inc., d/b/a Chilo's Mexican Grill, located at 282 W. Virginia 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.

DATED at Crystal Lake, Illinois, this 18th day of April, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 18, 2023
APPROVED: April 18, 2023

Draft

Dear Mayor and City Council:

Soto Services Inc. wants to seek Class 22 liquor license for Cinco de Mayo (Mexican Holiday) so, the holiday can be celebrated outdoors. We kindly request the board to change the current Class 4 liquor license to Class 22 liquor license.

Thanks for your consideration.

Sincerely,

Delfino Rodriguez, President

Soto Services Inc.

LL23-000002
Liquor License

Applicant Name	Cecilio Soto Marin
Applicant Email	sotoservicesinc@gmail.com
Applicant Address	930 Aberden Drive Crystal Lake IL 60014
Applicant Company Name	Chilo's Restaurant
Applicant Company Address	282 W. Virginia Street Crystal Lake IL 60014
Applicant Home Phone	[redacted]
Applicant Cell Phone	
Applicant Work Phone	(815) 893-4487
Application Type	New
License Classification	Class 22
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	SOTO SERVICES INC
DBA	CHILO'S MEXICAN GRILL
Phone Number	[redacted]
Contact Person Name	Cecilio Soto Marin
Contact Person Email	sotoservicesinc@gmail.com
Contact Person Address	930 Aberden Drive Crystal Lake IL 60014
Contact Person Company Name	Chilo's Restaurant
Contact Person Company Address	282 W. Virginia Street Crystal Lake IL 60014
Contact Person Home Phone	[redacted]
Contact Person Cell Phone	
Contact Person Work Phone	(815) 893-4487
Manager Name	Cecilio Soto Marin
Manager Email	sotoservicesinc@gmail.com
Manager Address	930 Aberden Drive Crystal Lake IL 60014
Manager Company Name	Chilo's Restaurant
Manager Company Address	282 W. Virginia Street Crystal Lake IL 60014
Manager Home Phone	[redacted]
Manager Cell Phone	
Manager Work Phone	(815) 893-4487
Manager Status	Current Manager
Officer Full Name and Title	DELFINO RODRIGUEZ and PRESIDENT

Home Address	9411 BIG BEN CR INDIANAPOLIS IN 46735
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	[redacted]
Email	sotoservicesinc@gmail.com
Officer Full Name and Title	DELFINO RODRIGUEZ and PRESIDENT
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	9411 BIG BEN CR INDIANAPOLIS IN 46735
Date of Birth	[redacted]
Phone Number	
Email	sotoservicesinc@gmail.com
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	SOTO HOLDINGS LLC
Address of Lessor	282 W. VIRGINIA ST. CRYSTAL LAKE IL 60014
Period Covered by Lease	Ends December 31, 2026
Has applicant made application for a similar license for premises other than described in this application?	No
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 or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes

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)	outside the State of Illinois
Liquor Liability Insurance Expiration	11/15/2023
Is your Surety Bond Continuous?	No
Surety Bond Expiration	06/01/2023
Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: Lease Agreement.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Letter to the Board.pdf
Owner / Registered Agent Signature: signature.png

Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: Certificate of Liability Insurance - 2023-03-13T105333.877.pdf
Surety Bond ($1000 payable to City of Crystal Lake): BOND 2022.pdf
Upload signed affidavit Click Here for form: Signed Affidavit.pdf

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:

DELFINO RODRIGUEZ — PRESIDENT

Printed Full Name — Title

Delfino R. Rodriguez — 03/21/2023

Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

21 day of MARCH, 2023.

Notary Public

My commission expires: 3-10-2024

(SEAL)

DALTON RHODES
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 10, 2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2023

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

Sofia Perez(223337P)
206 W Nippersink Rd

Round Lake IL 60073-3511

CONTACT NAME: SOOFIA PEREZ

PHONE (A/C, NO, EXT): 847-886-7455 **FAX (A/C, NO):** 847-701-2561

E-MAIL ADDRESS: sperez@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Truck Insurance Exchange	21709
INSURER B: Farmers Insurance Exchange	21652
INSURER C: Mid Century Insurance Company	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

SOTO SERVICES INC
282 W VIRGINIA ST

CRYSTAL LAKE IL 60014

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:			606770338	11/15/2022	11/15/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$ 250,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTHER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Crystal Lake

CERTIFICATE HOLDER

CITY OF CRYSTAL LAKE
100 W WOODSTOCK STREET

CRYSTAL LAKE IL 60014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE SOFIA PEREZ

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WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Effective Date: June 1st, 2022

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 66273179

That we, Soto Services, Inc.

of Crystal Lake, State of Illinois, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of Illinois, as Surety, are held and firmly bound unto the City of Crystal Lake, State of Illinois, as Obligee, in the penal sum of Ten Thousand and 00/100 DOLLARS ($10,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed LIQUOR City of Crystal Lake

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until June 1st, 2023, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 1st day of June, 2022.

Soto Services, Inc.
Principal

Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

Form 532-5-2021

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 1st day of June, 2022, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

S. Green
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the individual ___ described in and who executed the foregoing instrument and acknowledged to me that ___ he ___ executed the same.

My commission expires
_____, _____

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires
_____, _____

_____
Notary Public

Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT BOND

As

of _____

State of _____

Name of Applicant

Address

Filed _____, _____

Approved this _____

day of _____, _____

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 66273179

for Soto Services, Inc.
as Principal in the penalty amount not to exceed: $ 10,000.00.

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 1st day of June, 2022.

ATTEST

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 1st day of June, 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 SEAL

M. Bent

My Commission Expires March 2, 2026

Notary Public

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

Form F1975-5-2021

CNA SURETY

Notice of Premium Due 06/01/2022

Billing Questions (888) 866-2666
Email info@cnasurety.com

Premium $50.00

Soto Services, Inc.
282 W. Virginia St.
Crystal Lake, IL 60014

Amount Due	$50.00

Bond Detail

Bond #	66273179
Company	Western Surety Company
Effective Date	06/01/2022
Anniversary Date	06/01/2023
Bond Amount	$10,000.00
Description	LIQUOR City of Crystal Lake

Agent Information

F S I A Sofia M. Perez
206 W. Nippersink Rd.
Round Lake, IL 60073
(847)886-7455

Messages

Payment Instructions

- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
  Make check payable to CNA Surety
  Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Soto Services, Inc.

Bond #	66273179
Company	0601
Agency	12-21312

F S I A Sofia M. Perez

Payment Due	06/01/2022	**Amount Due**	$50.00

CNA Surety Direct Bill
PO Box 957312
St Louis, MO 63195-7312

0003001 0122131200000601202200601006627317900 000000005000003

TERM OF LEASE

BEGINNING	February 12, 2021	ENDING	December 31, 2026
MONTHLY RENT	$4,000.00	DATE OF LEASE	February 12, 2021

LOCATION OF PREMISES: 282 W. Virginia St., Crystal Lake, IL 60014

PURPOSE	Restaurant		
LESSEE	Soto Services, LLC	LESSOR	Soto Holdings LLC
ADDRESS	282 W. Virginia St.	ADDRESS	282 W. Virginia St.
CITY	Crystal Lake, IL 60014	CITY	Crystal Lake, IL 60014

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

LEASE COVENANTS AND AGREEMENTS

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

2. HEAT: NON-LIABILITY OF LESSOR. Lessor will at all reasonable hours during each day and evening, from October 1 to May 1 during the term, when required by the season, furnish, at his own expense, heat for the heating apparatus in the demised premises, except when prevented by accidents and unavoidable delays, provided, however, that except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury, or loss occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in around or about the said building. Lessor to provide heating apparatus and Lessee to provide all utilities as necessary at Lessee's expense.

3. ASSIGNMENT: SUBLETTING. Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.

4. SURRENDER OF PREMISES. Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.

5. NO WASTE OR MISUSE. Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the building, caused by such waste or misuse.

6.TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING. At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession in withheld, the sum of fifty Dollars per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand

7. REMOVED PROPERTY. In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply toward the rent reserved herein, rending the overplus, if any, to Lessee upon demand.

8. LESSOR NOT LIABLE. Except as provided by Illinois stature, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligation of this lease.

9. OPTION TO TERMINATE. In the event either party, or their successors, attorneys or assigns, shall desire to terminate the Lease of the Premises herein described, for any reason, the terminating party shall have the option of so doing upon giving the other party thirty days' notice of such election to exercise such option.

10. CONFESSION OF JUDGMENT. If default be made in the payment of rent, or any installment thereof, as herein provided, Lessee hereby irrevocably constitutes any attorney of any Court of Record in this State, attorney for Lessee and in Lessee's name, from time to time, to enter the appearance of Lessee, to waive the issuance of process and service thereof, to waive trial by jury, and to confess judgment in favor of Lessor against Lessee for the amount of rent which may be then due hereunder, together with costs of suit and a reasonable sum for plaintiff's attorney's fees in or about the entry of such judgment, and to waive and release all errors and right of appeal from any such judgment, and to consent to an immediate execution thereon.

11. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor and Lessee herein, and the necessary grammatical changes shall be assumed in each case as through fully expressed. 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.

WITNESS the hands of seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

By:_____

LESSOR:

By:_____

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Cinco de Mayo

EVENT LOCATION 282 W. Virginia St.

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
MAR 13 2023
By 12 pm

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

☐ Carnival	☐ General use of City-owned property
☐ Circus	☐ Parade
☐ Festival	☑ Outdoor Sales
☐ Filming	☐ Run/Walk Event
☑ Other Patio Dining w/ live mariachi	

2. General Description/Purpose of the event:
Provide additional seating to accomodate the level of customers. Will have mariachi play for a couple hours

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: 3 ; 2 servers + Host
9. Estimated attendance: 30 - 50 people

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

ORGANIZATION INFORMATION

11. ☐ Organization is registered with the State of Illinois as a Non-Profit Organization
12. Name of Event Manager: Cecilio Soto
13. Contact Information for Event Manager:

Address: 282 W. Virginia St.

(Please check preferred means of contact)

Daytime phone: 815-814-6601 ☑

Emergency phone: _____ ☐

Cell phone: _____ ☐

Email: chilosmexicangrill inc@gmail.com ☐

EVENT OPERATION

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

Set Up: 12pm-9pm 05/04/2023

Event: 10am-10pm 05/05/2023

Dismantling: 12pm-9pm 05/06/2023

15. Hours of the event:

Set Up: 12pm-9pm

Event: 10am-10pm

Dismantling: 12pm-9pm

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
General use of our first aid package kit
& pathogen clean up kit

PUBLIC WORKS

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

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

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

Specify _____

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

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

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

Signature

03/12/2023
Date

Cecilio Soto
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

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

cocktails : beer all prepared inside the restaurant

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
Extension cord for general lighting in case of need

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

Handicapped parking
Barricade Fence Post
4'
30'
20'
Back door to kitchen for servers
Exit
18'
Entrance
Kitchen / bar / fridge
All the
with building
Grassy Area

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2023

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	CONTACT NAME: SOOFIA PEREZ	
Sofia Perez(223337P) 206 W Nippersink Rd Round Lake IL 60073-3511	PHONE (A/C, NO, EXT): 847-886-7455	FAX (A/C, NO): 847-701-2561
	E-MAIL ADDRESS: sperez@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
SOTO SERVICES INC 282 W VIRGINIA ST CRYSTAL LAKE IL 60014	INSURER A: Truck Insurance Exchange	21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURER C: Mid Century Insurance Company	21687
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:			606770338	11/15/2022	11/15/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$ 250,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER	$	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Crystal Lake

CERTIFICATE HOLDER	CANCELLATION
CITY OF CRYSTAL LAKE 100 W WOODSTOCK STREET CRYSTAL LAKE IL 60014	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 SOFIA PEREZ

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Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: City Code Amendment to Increase the Number of Class 22 Liquor Licenses – Applicant: Familia G. Inc., d/b/a Las Cazuelitas Bar and Grill, 21 Crystal Lake Plaza

Staff Recommendation: Motion to adopt an Ordinance reducing the number of Class 3 liquor licenses from 6 to 5 and increasing the number of Class 22 liquor licenses from the currently permitted 2 licenses to 3 licenses, in order to allow for the issuance of a new Class 22 liquor license to Familia G. Inc., d/b/a Las Cazuelitas Bar and Grill, located at 21 Crystal Lake Plaza

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

Background:

Familia G. Inc., d/b/a Las Cazuelitas Bar and Grill, located at 21 Crystal Lake Plaza, is requesting the creation of a Class 22 liquor license for the restaurant to allow for sale and consumption on the premises, both in the interior of a building and opened unroofed area immediately contiguous to the building or structure. In addition, the Class 22 license allows for retail sale and consumption of alcoholic liquor within a tent erected adjacent to the premise specified two times each calendar year, for three days per event.

A Special Event Permit is also required for these events, which can be approved administratively. At this time, Las Cazuelitas Bar and Grill is interested in holding a Cinco De Mayo Tent Event. City staff has reviewed the request and does not have any concerns.

Las Cazuelitas Bar and Grill currently holds a Class 3 Liquor License which does not allow for sale or consumption outside. The Class 3 license would be surrendered should the Class 22 license be approved.

Class 22 license which shall authorize the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises as well as the retail sale of alcoholic liquor in the original package between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 12:00 p.m. on Sunday and 1:00 a.m. on Monday. The Mayor and City Council may authorize the license holder to be open at 10:00 a.m. on Sunday upon the license holder submitting a list of the dates that it requests the

earlier Sunday opening hours to the Mayor and City Council for approval. A Class A type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.

(1)
Any open unroofed area in which alcoholic beverages are served or consumed pursuant to this license shall conform to the following:

(a)
The open unroofed area shall be particularly described and adjacent to and operated as a part of the premises licensed to sell alcoholic liquor on the premises and shall have obtained all permits or approvals required by the ordinances of the City Code, City or other governmental authority.

(b)
The open unroofed area shall be no greater than 1/2 the other floor space of the licensed premises.

(c)
The open unroofed area shall have a maximum capacity as defined by the Liquor Commissioner which shall be separately posted at the entrance to the open unroofed area.

(d)
Except as provided by Subsection V(2) of this section, any part of the open unroofed area not blocked by a building shall be surrounded by a fence or other barrier approved by the Liquor Commissioner which shall contain the required number of fire exits. All fences or other barriers shall comply with the ordinances of the City regarding vision, clearance and required distances from corners.

(e)
All electrical wiring shall comply with the codes of the City.

(f)
All combustible rubbish shall be stored in a noncombustible container, and the license holder shall be responsible for keeping the area in a clean and sightly condition.

(g)
The noise emanating from any open unroofed area where alcoholic beverages are served pursuant to this license shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.

(h)
The license holder shall be responsible for preventing violations of this chapter.

(i)
No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes.

(2)
The retail sale, on the premises specified, of alcoholic liquor for consumption on the premises may include the retail sale and consumption of alcoholic liquor within a tent erected adjacent to the premises specified, subject to the following conditions:

(a)
Such sale and consumption within a tent shall only be permitted two times during any calendar year over not more than three consecutive days per event and only during the hours specified for retail sale of alcoholic liquor pursuant to this license.

[Amended 8-17-2021 by Ord. No. 7733]

(b)

Such sale and consumption shall only be allowed pursuant to application made to and approved by the Liquor Commissioner.

(c)

Any application made pursuant to this subsection shall be made to the Liquor Commissioner not less than 90 days prior to the date requested for the tent sale.

(d)

All of the conditions applicable to the retail sale and consumption of alcoholic liquor pursuant to Subsection V(1)(a) through (c) and (1)(e) through (1)(i) of this section shall be applicable to the retail sale and consumption of alcoholic liquor pursuant to this Subsection V(2).

(e)

The Liquor Commissioner may impose such reasonable conditions and restrictions upon retail sales and consumption of alcoholic liquor within a tent as may be deemed necessary by the Liquor Commissioner to assure that such sale and consumption can be conducted in a safe manner without posing any material risk to patrons of the licensed premises or others. Such conditions may include mandating a minimum number of BASSETT-trained personnel to secure the perimeter of the tent and assure that no patron of the premises attempts to leave the premises while holding open alcoholic liquor.

(f)

The applicant must provide proof of ownership of the property on which the tent will be located or provide documentation confirming the ability to utilize the property for the tent event.

(3)

The annual fee for such license shall be the sum of $1,825

Current Class 22 License Holders:

Name	**Address**	**Zoning**
The Cottage	6 E. Crystal Lake Avenue	"B-4"
Chilo's Mexican Grill (pending)	282 W. Virginia Street	"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 Check
- Payment of Prorated License Fee
- Surety bond in the amount of $1,000 payable to the City of Crystal Lake

The attached Ordinance reduces the number of Class 3 liquor licenses from 6 to 5 and increases the number of Class 22 liquor licenses from the currently permitted 2 licenses to 3 licenses, in order to allow for the issuance of a new Class 22 liquor license to Familia G. Inc., d/b/a Las Cazuelitas Bar and Grill, located at 21 Crystal Lake Plaza.

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 3 License shall be decreased from 6 to 5.

2. Class 22 License shall be increased from 2 to 3, to create a Class 22 Liquor License for Familia G. Inc., d/b/a Las Cazuelitas Bar and Grill, located at 21 Crystal Lake Plaza.

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

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

DATED at Crystal Lake, Illinois, this 18th day of April, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 18, 2023
APPROVED: April 18, 2023

Draft

LAS CAZUELITAS MEXICAN
4/7/23
RESTAURANT BAR AND GRILL

PH: (815)893-0802

Dear Mayor and City Council,

My name is Fidelina Gomez, owner of Las Cazuelitas restaurant in crystal lake plaza, I have been the owner for 10 years. I'm writing this letter to request permission to do an event in the Plaza
parking lot on May 5, 2023. It will be just a small event to bring more people to my business. The event will start at 4 pm and will end at 9 pm. We are getting ready all the permits and needed to be safe.

Thank you for your prompt attention.

Sincerely

Fidelina Gomez

LL23-000003
Liquor License

Applicant Name	Fidelina Gomez
Applicant Email	LasCazuelitasrs21@yahoo.com
Applicant Address	1467 willow tree dr Crystal lake plaza IL
Applicant Company Name	Las Cazuelitas
Applicant Company Address	21 Crystal Lake Plaza Crystal Lake IL 60014
Applicant Home Phone	[redacted]
Applicant Cell Phone	[redacted]
Applicant Work Phone	224-800-0339
Application Type	New
License Classification	Class 22
Do you have a Class 28 Supplemental Liquor License	Yes
Have you applied for a Crystal Lake Video Gaming License?	Yes
Have you held a Crystal Lake Liquor License for at least 12 months?	Yes
License #	2022-47
Do you have a license from the Illinois Gaming Board to operate video gaming terminals?	Yes
License #	160701366
Does your establishment have a separate bar for the purchase of alcohol?	No
Will all video gaming terminals be located in an area restricted to individuals 21 years of age or older?	Yes
Will the video game terminals be screened from view from individuals less than 21 years of age?	Yes
Legal Name	las cazuelitas bar and grill
DBA	Familia g inc.
Phone Number	[redacted]
Contact Person Name	Fidelina Gomez
Contact Person Email	LasCazuelitasrs21@yahoo.com

Contact Person Address	1467 willow tree dr Crystal lake plaza IL
Contact Person Company Name	Las Cazuelitas
Contact Person Company Address	21 Crystal Lake Plaza Crystal Lake IL 60014
Contact Person Home Phone	[redacted]
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	224-800-0339
Manager Name	Fidelina Gomez
Manager Email	LasCazuelitasrs21@yahoo.com
Manager Address	1467 willow tree dr Crystal lake plaza IL
Manager Company Name	Las Cazuelitas
Manager Company Address	21 Crystal Lake Plaza Crystal Lake IL 60014
Manager Home Phone	[redacted]
Manager Cell Phone	[redacted]
Manager Work Phone	224-800-0339
Manager Status	Current Manager
Citizenship	No
Officer Full Name and Title	fidelina gomez (owner)
Home Address	1467 willow tree dr, crystal lake il 60014
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	[redacted]
Email	lascazuelitasrs21@yahoo.com
Officer Full Name and Title	Porfirio gomez
Citizenship	No
Does this officer have a middle initial?	1
Home Address	1707 w algonquin rd, mt prospect il 60056
Date of Birth	[redacted]
Phone Number	
Email	lascazuelitasrs21@yahoo.com
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	madison corporate group inc

Address of Lessor	P.O box 2599, palatine il 60078
Period Covered by Lease	5 years
Has applicant made application for a similar license for premises other than described in this application?	No
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 or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
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	02/21/2024
Is your Surety Bond Continuous?	No
Surety Bond Expiration	02/21/2024
Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: Las Cazuelitas Amendment.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: IMG_0860D0460E53-1.jpeg
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: COI.pdf
Surety Bond ($1000 payable to City of Crystal Lake): BINDER.pdf
Upload Certificate of Occupancy Click Here for form: Las Cazuelitas Amendment.pdf
Upload signed affidavit Click Here for form: forma blanca 123.docx

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:

Fidelina Gomez — owner
Printed Full Name — Title

Fidelina Gomez — 4/7/23
Applicant Signature — Date

Porfirio Gomez
Printed Full Name — Title

4/7/23
Applicant Signature — Date

Subscribed and sworn to before me this

10th day of April, 2023.

Notary Public

OFFICIAL SEAL
VANESSA SANTANA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 26, 2026

My commission expires: Oct 26, 2026

(SEAL)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2023

PRODUCER
RICK'S INSURANCE AGENCY, INC.
1340 N RAND RD
PALATINE, IL 60074

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MESA UNDERWRITERS SPECIALTY INS CO	
INSURER B: NATIONAL SPECIALTY INSURANCE COMPANY	
INSURER C: SECURITY NATIONAL INS CO (AmtrustGroup)	
INSURER D:	
INSURER E:	

INSURED
FAMILIA G. INC.
DBA: LAS CAZUELITAS
21 CRYSTAL LAKE PLAZA
CRYSTAL LAKE, IL 60014

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	☑	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PROJECT ☐ LOC	MP001200200192507	05/23/2022	05/23/2023	EACH OCCURRENCE	$ 1,000,000.00
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
						MED EXP (Any one person)	$ 10,000.00
						PERSONAL & ADV INJURY	$ 1,000,000.00
						GENERAL AGGREGATE	$ 2,000,000.00
						PRODUCTS - COMP/OP AGG	$ 2,000,000.00
	☐	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
	☐	**GARAGE LIABILITY** ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	☐	**EXCESS / UMBRELLA LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under SPECIAL PROVISIONS below	SWC1373831	02/21/2023	02/21/2024	☑ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000.00
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00
B		**OTHER** LIQUOR LIABILITY	LIQ/220848	05/21/2022	05/21/2023	1,000,000 BI, PD LOSS OF MEANS OF SOCIETY, CSL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

AN ETHNIC (MEXICAN) RESTAURANT LOCATED AT:21 CRYSTAL LAKE PLAZA, CRYSTAL LAKE, IL 60014

CERTIFICATE HOLDER

CITY OF CRYSTAL LAKE
100 W WOODSTOCK ST
CRYSTAL LAKE IL 60014
FAX: 815-893-6430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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SECOND AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into this 8th day of July, 2022, by and between CRYSTAL LAKE LIMITED PARTNERSHIP, by its Agent, THE DANELLE CORPORATION, hereinafter referred to as "Landlord", and FAMILY G, INC., an Illinois corporation, hereinafter referred to as "Tenant",

WHEREAS, Landlord and Tenant are parties to a Lease located at 21 Crystal Lake Plaza, Crystal Lake, Illinois, 60014, containing approximately 2,876 square feet, and fully descried in the Lease dated March 16, 2013, and a First Amendment dated January 10, 2018 (hereinafter collectively referred to as "Lease"),

NOW, THEREFORE, intending to be legally bound hereby, it is agreed that the Lease is hereby amended and supplemented as follows:

1. Paragraph 2 of the Lease shall be amended so that the term of the Lease shall end on December 31, 2025 unless sooner terminated as may be provided herein or in the Lease.

2. Landlord agrees, at its cost, to install one 5-ton Trane 410A Freon rooftop HVAC unit (2015 IEC Compliant).

3. The following shall replace the last two sentences of Paragraph 20 (a) of the Lease:

> "In addition to the obligations of Tenant in this paragraph 20 (a), Tenant agrees to reimburse Landlord for HVAC routine maintenance and inspections for at least two inspections per year. Copies of all work performed ("Service Report") shall be sent to Tenant by Landlord at the time of billing to Tenant. Tenant shall promptly correct or replace any items noted in the Service Report."

EXCEPT as expressly modified herein, all terms, covenants, and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD:

CRYSTAL LAKE LIMITED PARTNERSHIP
by its Agent, THE DANELLE CORPORATION

By James Cox

Its Vice President

James Cox
print name

TENANT:

FAMILY G, INC
FEIN 4105-5462

By Porfiro Gomez

its Pres. Sec.

Porfiro Gomez
print name

GUARANTOR:

Porfiro Gomez
Porfiro Gomez

SS # 627-48-6598

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME 5 mayo celebration

EVENT LOCATION 21 crystal lake Plaza (parking lot)

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

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

GENERAL EVENT INFORMATION

RECEIVED
APR 0 1 2023
By BDM

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
celebrate 5 de mayo, is a big celebration for Mexican culture

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 no

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

8. Number of persons scheduled to monitor and work the event: 5 workers

9. Estimated attendance: 100

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: Fidelina Gomez

13. Contact Information for Event Manager:

Address: 21 Crystal lake Plaza
Crystal lake IL 60014

(Please check preferred means of contact)

Daytime phone: 847-452-8196 ☑

Emergency phone: 847-309-9610 ☐

Cell phone: _____ ☐

Email: lascazuelitasrs21@yahoo.com ☑

EVENT OPERATION

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

Set Up: 5/5/23

Event: 5 de Mayo celebration

Dismantling: 4pm-9pm

15. Hours of the event:

Set Up: _____

Event: _____

Dismantling: _____

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?
Michelda and margaritas

**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 Domestic Uniform Rentals
Address 4131 N Ravenswood, Chicago IL 60613
Phone 773-525-3200

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.

Fidelina Gomez
Signature

4/9/23
Date

Fidelina Gomez
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

mcg Madison Corporate Group
Commercial Property Management

650 Roosevelt Rd #204
Glen Ellyn, IL
60137

Madison Corporate Group has granted Las Cazuelitas Restaurant permission to host an outdoor event at Crystal Lake Plaza in celebration of their 10-year anniversary. On May 5th 2023 between 4pm and 9pm, festivities will be held in front of Las Cazuelitas while also blocking off a small portion of the drive aisle for extra security. It is requested that no glass be used outside for safety purposes. Las Cazuelitas will be solely responsible for setting up and taking down all materials related to their event, which must happen the night of 5/5/2023. We are delighted that this milestone can be celebrated in such a prominent manner and hope that the community joins us in wishing them continued success.

Sincerely,

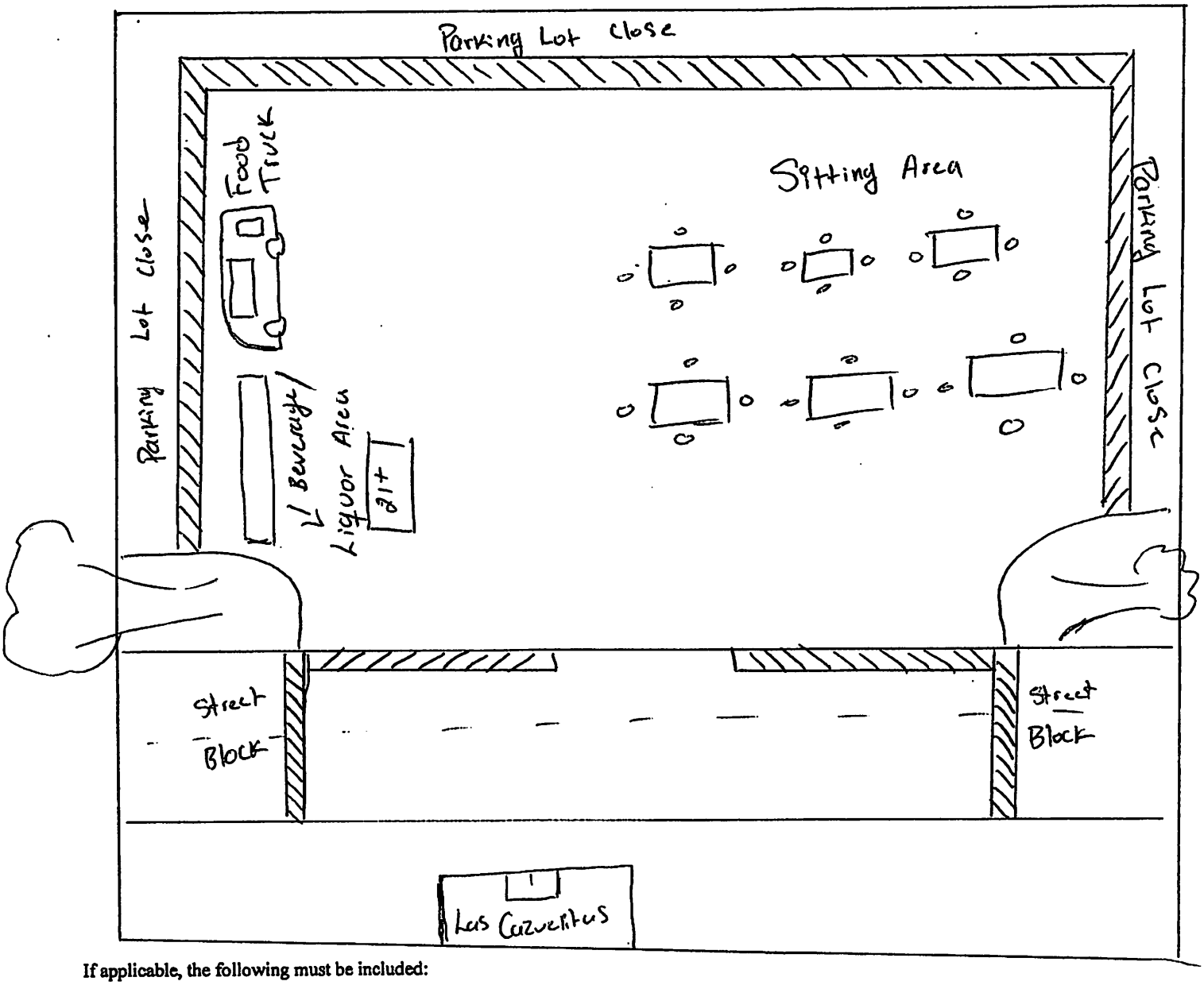
Dani Eilers

Dani Eilers

Madison Corporate Group

Site Map

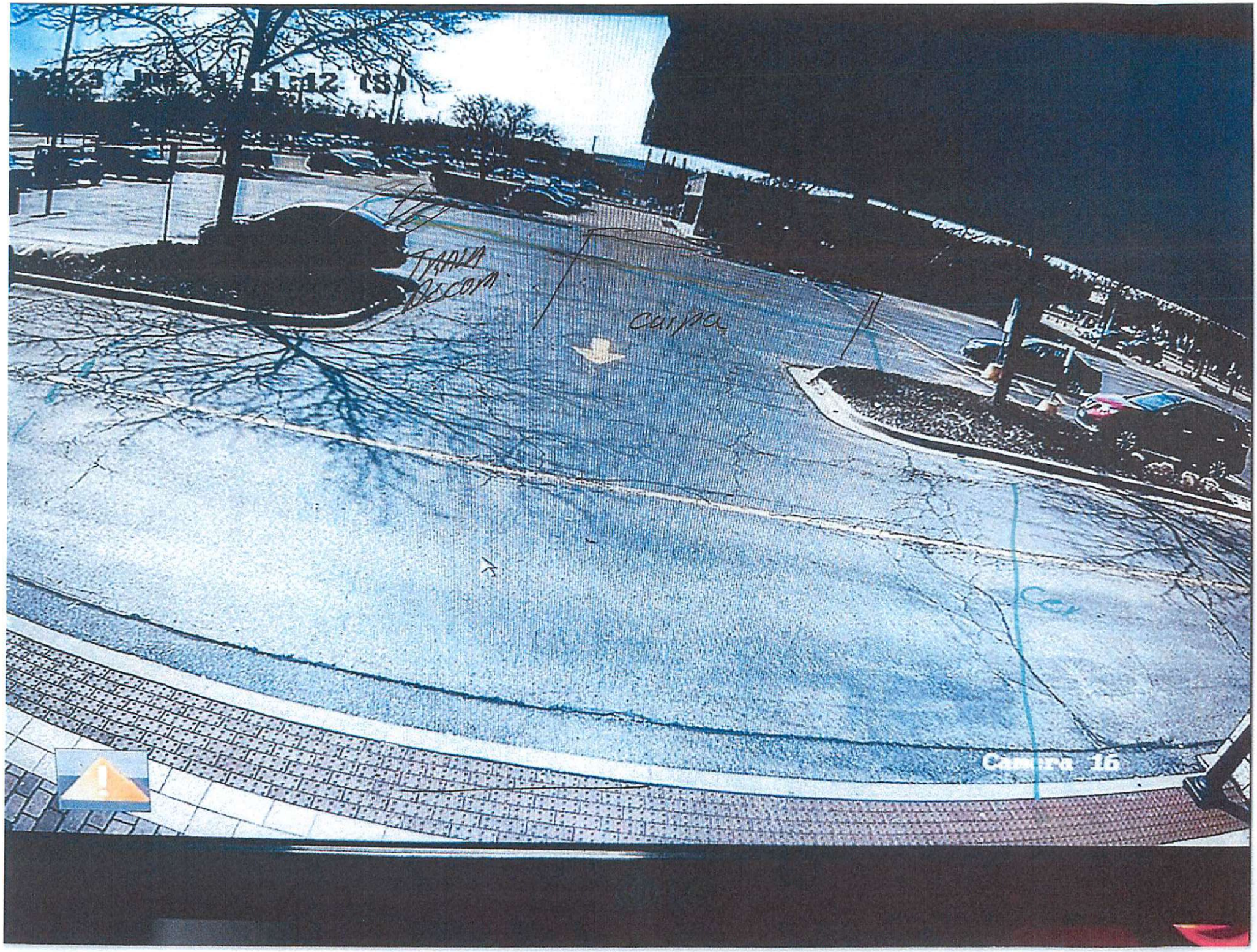
Please use the space below to illustrate where the food truck will be located on the property. You may also attach a separate sheet with the site layout.

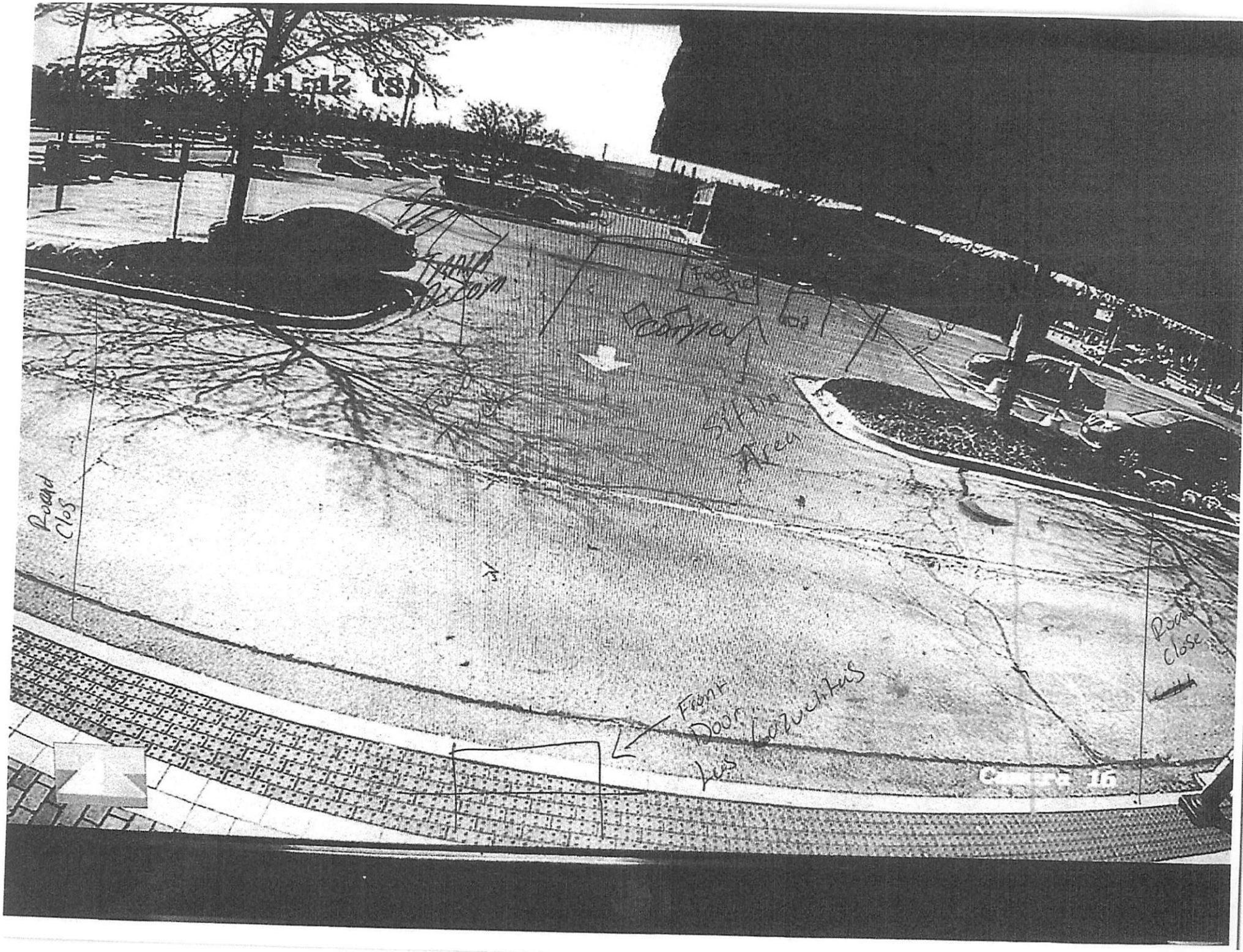


If applicable, the following must be included:

Location of the food truck (FT)
Location of buildings or other structures (B)
Location of fire lane (FL)
Location of handicap parking spaces (HC)
Location of garbage receptacles (G)


19
20
21
22
23
CRYSTAL L


Camera 16


Road Clos
Front Door
Road Close


CUT IT OUT SCRAPBOOK
LAS CAZUELAS
MEXICAN CUISINE
EL AGAVE
Prof

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: City Code Amendment to Increase the Number of Class 8 Liquor Licenses – Applicant: Guzman Y Gomez Restaurants, LLC d/b/a Guzman Y Gomez, located at 5459 Northwest Highway

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 8 liquor licenses from the currently permitted 5 licenses to 6 licenses, in order to allow for the issuance of a new Class 8 liquor license to Guzman Y Gomez Restaurants, LLC d/b/a Guzman Y Gomez, located at 5459 Northwest Highway

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

Background:
Guzman Y Gomez Restaurants, LLC d/b/a Guzman Y Gomez, located at 5459 Northwest Highway, is requesting the creation of a Class 8 liquor license for the restaurant to allow for sale and consumption on the premises. Guzman Y Gomez is a fast-casual restaurant serving burritos, nachos, tacos, nacho fries and known for their famous Cali Burrito with fries in it. The Crystal Lake location will be the restaurant's third in Illinois.

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

Class 8 license which shall authorize the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 10:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.
(1)
Any open unroofed area in which alcoholic beverages are served or consumed pursuant to this license shall conform to the following:
(a)

The open unroofed area shall be particularly described and adjacent to and operated as a part of the premises licensed to sell alcoholic liquor on the premises and shall have obtained all permits or approvals required by the ordinances of the City Code, City or other governmental authority.
(b)
The open unroofed area shall be no greater than 1/2 the other floor space of the licensed premises.
(c)
The open unroofed area shall have a maximum capacity as defined by the Liquor Commissioner which shall be separately posted at the entrance to the open unroofed area.
(d)
Any part of the open unroofed area not blocked by a building shall be surrounded by a fence or other barrier approved by the Liquor Commissioner which shall contain the required number of fire exits. All fences or other barriers shall comply with the ordinances of the City regarding vision, clearance and required distances from corners.
(e)
All electrical wiring shall comply with the codes of the City.
(f)
All combustible rubbish shall be stored in a noncombustible container, and the license holder shall be responsible for keeping the area in a clean and sightly condition.
(g)
The noise emanating from any open unroofed area where alcoholic beverages are served pursuant to this license shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.
(h)
The license holder shall be responsible for preventing violations of this chapter.
(i)
No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes.
(2)
The annual fee for such license shall be the sum of $1,500.

Current Class 8 License Holders:

Name	Address	Zoning
Chen Chinese Cuisine	6100 Northwest Highway	"B-2"
Village Squire	4818 Northwest Highway	"B-2"
Buffalo Wings & Rings	1520 Carlemont	"B-2"
Nick's Pizza & Pub	856 Pyott Road	"B-2 PUD"
Mario's Cart	1145 S. Illinois Route 31, Unit H	"B-2 PUD"

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

- Payment of License Fee
- Successful completion of Background Checks
- $1,000 Surety Bond Payable to the City of Crystal Lake
- Certificate of Occupancy

The attached Ordinance increases the number of Class 8 liquor licenses from the currently permitted 5 licenses to 6 licenses, in order to allow for the issuance of a new Class 8 liquor license to Guzman Y Gomez Restaurants, LLC d/b/a Guzman Y Gomez, located at 5459 Northwest Highway.

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 8 License shall be increased from 5 to 6, to create a Class 8 Liquor License for Guzman Y Gomez Restaurants, LLC d/b/a Guzman Y Gomez, located at 5459 Northwest Highway.

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 18th day of April, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 18, 2023
APPROVED: April 18, 2023

CITY OF CRYSTAL LAKE

Application:
License to Sell Liquor

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

Enclosures:

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

License to Sell Liquor

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

Establishment Information	
☐ Partnership ☐ Corporation ☒ LLC ☐ Sole Proprietorship	
Legal Name	GUZMAN Y GOMEZ RESTAURANTS, LLC
DBA	GUZMAN Y GOMEZ
Address of Establishment	5459 Northwest Highway, Crystal Lake, 60014
Phone Number	PENDING
Date of Incorporation	02/28/2019
Object for which it was organized	LIMITED LIABILITY COMPANY
Officers/Members/LLC Managers Information (For owners, only those having 5% or greater ownership interest in the establishment)	
Title/Office Held	LLC MANAGER
First, Middle Initial, Last Name	ROBERT "BOB" FULMER
Date and Place of Birth	[redacted]
Address	513 CANTOR, IRVINE, CA 92620
Phone Number	[redacted]
Citizenship Yes ☒ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.
Title/Office Held	
First, Middle Initial, Last Name	
Date and Place of Birth	
Address	
Phone Number	
Citizenship Yes ☐ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.
Title/Office Held	
First, Middle Initial, Last Name	
Date and Place of Birth	
Address	
Phone Number	
Citizenship Yes ☐ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Manager (Individual having day-to-day operational control of the licensed business. This individual will also accept on behalf of applicant all notices, including, but not limited to notices of violations or notices of hearings.)	
☒ Current Manager ☐ Change Manager	
First, Middle Initial, Last Name	ADAM THOMAS
Date and Place of Birth	[redacted]
Address	119 S. MAIN ST., APT 211, NAPERVILLE, IL
Phone Number	(312) 593-8405
Citizenship Yes ☒ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Contact Person (individual completing application)	
First, Middle Initial, Last Name	ERICA ZUNIGA
Address	320 W. OHIO,, SUITE 501, CHICAGO, IL 60654
Phone Number	312.587.8800
Email Address	EZUNIGA@LAWWP.COM
Property Information	WEBSTER LAW PARTNERS, P.C.
☐ Own ☒ Lease (please complete the below information)	
Name of Lessor	GW CRYSTAL LAKE, LLC
Address	12211 N. ELSTON AVE., SUITE 304, CHICAGO, IL 60614
Period Covered by Lease	02/18/2022- 02/18/2034

BOTH APPLICATION AND AFFIDAVIT MUST BE SIGNED AS FOLLOWS:

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

VERIFICATION:

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

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

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

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

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

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

  GYG-795 E. GOLF RD.,SCHAUMBURG, IL 60173- GRANTED

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

  N/A

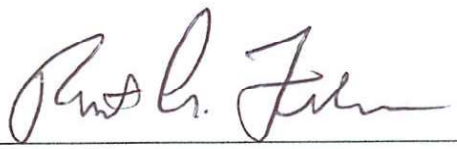
- Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or thing contained in this Section, laws of this State or the ordinances of this City? **YES ☐ NO ☒**

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

- The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business. **YES ☒ NO ☐**

TO THE LIQUOR CONTROL COMMISSIONER OF THE CITY OF CRYSTAL LAKE, ILLINOIS: The undersigned hereby makes application for a Class ~~A-2~~ 8 Liquor License under the provisions of the City of Crystal Lake Liquor Licensing Ordinance.

Please sign below:

ROBERT FULMER	LLC MANAGER
Printed Full Name	Title
	02.14.2023
Applicant Signature	Date
Printed Full Name	Title
Applicant Signature	Date

AFFIDAVIT

STATE OF Illinois)
) SS
COUNTY OF Cook)

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:

ROBERT FULMER	LLC MANAGER
Printed Full Name	Title
Robert A. Fulmer	04.11.2023
Applicant Signature	Date
Printed Full Name	Title
Applicant Signature	Date

Subscribed and sworn to before me this

11 day of April, 2023.

Erica Zuniga
Notary Public

My commission expires: 12.20.2023

(SEAL)

OFFICIAL SEAL
ERICA ZUNIGA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/20/23

DocuSign Envelope ID: F6304FBB-2184-48FE-AD7E-5E5C729D6955

LEASE AGREEMENT

Between

GW CRYSTAL LAKE LLC

and

GUZMAN Y GOMEZ NAPERVILLE, LLC

Dated: February 18, 2022

Document ID: e8323cdc543f94cfb4d4cdea9c5d65d53ec7b3a8829290c21439b1bf4c0fc517

DocuSign Envelope ID: F6304FBB-2184-48FE-AD7E-5E5C729D6955

LEASE AGREEMENT

This LEASE AGREEMENT (the "**Lease**") is made this 18th day of February, 2022 ("**Effective Date**"), by and between GW CRYSTAL LAKE LLC ("**Landlord**"), and GUZMAN Y GOMEZ NAPERVILLE, LLC ("**Tenant**").

SECTION 1. DEFINITIONS

1.1 The Premises. The term "**Premises**" means that certain parcel of real property, consisting of approximately 1.05 acres of land and all improvements located thereon, located at 5417- 5501 Northwest Highway in Crystal Lake, Illinois, as part of a larger tract of land owned by Landlord (the "**Parent Tract**"). The Premises is more particularly described on the legal description attached hereto as **Exhibit A** and the Site Plan (the "**Site Plan**") attached hereto as **Exhibit A-1**, both of which are incorporated herein by this reference.

1.2 Lease Year. As used herein, the term "**Lease Year**" shall mean each year of the Term (as same may be extended) commencing (i) with respect to the first Lease Year, on the Commencement Date (as hereinafter defined) and ending at the expiration of the last day of the twelfth (12th) full calendar month thereafter, and (ii) with respect to subsequent Lease Years, on the first day immediately following the end of the first Lease Year, and each subsequent anniversary thereof, and ending at the expiration of the last day of the twelfth (12th) full calendar month thereafter.

1.3 Tenant Due Diligence Period. The term "**Tenant Due Diligence Period**" shall mean a period of sixty (60) days from the Effective Date during which Tenant shall have the right to evaluate whether the Premises are suitable for Tenant's purposes, including, without limitation, approving title to the Premises, the final form of Declaration (as hereinafter defined), the environmental condition of the Premises, obtaining approval from Tenant's lender, and a review of all other conditions of the Premises, all in Tenant's sole and absolute discretion. If Tenant timely delivers to Landlord Tenant's election to terminate the Lease prior to the expiration of the Tenant Due Diligence Period, this Lease shall immediately terminate, and neither party shall have any further obligations hereunder except for those obligations that expressly survive the termination of this Lease. Tenant's failure to notify Landlord in writing on or before expiration of the Tenant Due Diligence Period that Tenant desires to terminate this Lease shall constitute a waiver of Tenant's right to terminate this Lease pursuant to this Section 1.3. Within ten (10) days of the Effective Date, Landlord shall deliver to Tenant copies of all title reports, underlying title documents, surveys and reports, in the possession of Landlord including, but not limited to the documents identified on **Exhibit E** attached hereto (the "**Landlord Due Diligence Documents**").

1.4 Tenant Permitting Period. The term **"Tenant Permitting Period"** shall mean a period of not more than sixty (60) days after the expiration of the Tenant Due Diligence Period during which Tenant shall seek approval from the applicable governmental and regulatory authorities for all permits required to construct the Building (as defined below) and all related improvements and install Tenant's signage (collectively, the **"Permits"**). If Tenant does not obtain

Document ID: e8323cdc543f94cfb4d4cdea9c5d65d53ec7b3a8829290c21439b1bf4c0fc517

the Permits prior to the expiration of the Tenant Permitting Period, Tenant may terminate this Lease, in which case the Lease shall immediately terminate, and neither party shall have any further obligations hereunder except for those obligations that expressly survive the termination of this Lease. If Tenant determines that it will not be able to obtain the Permits prior to the expiration of the Tenant Permitting Period, provided that Tenant has been diligently in pursuing such approvals and permits, then Tenant may extend the Tenant Permitting Period by up to two (2) periods of up to thirty (30) days each, by written notice to Landlord before the expiration of the Tenant Permitting Period, as extended, if applicable. Tenant's failure to notify Landlord in writing, on or before expiration of Tenant Permitting Period, as it may be extended, that the Tenant has not obtained the Permits and Tenant desires to terminate the Lease shall constitute a waiver of the Tenant Permitting Period and Tenant's right to terminate this Lease for its failure to obtain the Permits.

SECTION 2.
DEMISE OF PREMISES AND TERM

2.1 Lease. Landlord hereby leases and demises the Premises to Tenant.

2.2 Reserved.

2.3 Commencement and Expiration Dates of Term. The initial term (**"Initial Term"**) of this Lease shall commence on the later of (i) the day after the expiration or earlier waiver of the Tenant Permitting Period, (ii) the date upon which Landlord substantially completes Landlord's Work (as hereinafter defined) and tenders vacant possession of the Premises to Tenant, and (iii) the date which is forty-five (45) days following Tenant's receipt of written notice from Landlord that Landlord anticipates Landlord's Work will be complete and Landlord will tender delivery of the Premises to Tenant in the condition required by this Lease (**"Commencement Date"**), and shall expire on that date (the **"Expiration Date"**) at midnight on the date which is fifteen (15) full Lease Years from the Rent Commencement Date (as hereinafter defined); provided, however, that so long as Tenant is not in default hereunder (beyond any applicable notice and cure period) at the time of Tenant's notice of exercise, Tenant shall have three (3) consecutive options to renew the Term for consecutive periods of five (5) years each (each, an **"Extended Term"**). Tenant shall deliver to Landlord written notice of its election to exercise its option to extend at least three hundred sixty-five (365) days prior to the end of the Term, or Extended Term, as the case might be. The Initial Term and Extended Terms shall be collectively referred to herein as the **"Term"** of this Lease.

Tenant shall not be obligated to accept delivery of the Premises and in no event shall the Commencement Date have been deemed to have occurred until such time as: (i) the Tenant Due Diligence Period has expired; (ii) Tenant has obtained its Permits; (iii) Landlord has provided to Tenant the SNDA (as hereinafter defined) fully executed and recorded in the applicable land records; and (iv) Landlord has provided not less than forty-five (45) days' prior written notice to Tenant of Landlord's proposed tender of delivery of the Premises.

2.4 Expiration/Termination. This Lease shall terminate on the Expiration Date set forth hereinabove or at the last day of any Extended Term, without the necessity of any notice from either Landlord or Tenant to terminate the same, or upon the earlier termination as herein

provided, and Tenant agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the recovery of possession of the Premises from a tenant holding over. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, or any Extended Term, Tenant will continue to be liable to Landlord for any and all damages all to which Landlord may be entitled under the provisions of applicable law in addition to all increased rental payments and all other costs and expenses as specified in Section 13, below. The foregoing obligations shall survive the expiration or earlier termination of this Lease.

2.5 Condition of Premises; Tenant's Acceptance of Premises. Tenant agrees that, as of the Commencement Date and, subject to Tenant's receipt of the Permits and the completion of "**Landlord's Work**" and Landlord's Warranty, all as set forth in **Exhibit E**, Tenant (a) waives all claims based on any implied warranty of suitability, habitability or fitness or suitability for a particular purpose; (b) deems the Premises suitable for the purposes of which the same is leased; and (c) waives any defects in the Premises, including but not limited to latent and patent defects. Except to the extent of the express representations and warranties of Landlord set forth in this Lease and Landlord's Warranty, Tenant, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, Landlord, Landlord's affiliates, Landlord's property manager, the members, partners, trustees, shareholders, directors, officers, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorney's fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way be connected with the physical condition of the Premises or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C Section 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601-2629). Tenant represents that it is knowledgeable in commercial real estate matters, specifically including property similar to the Premises. Tenant is not currently relying on any statements, facts or representations, oral or written, except for those matters specifically set forth in this Lease.

2.6 License to Enter the Premises. From and after the Effective Date through the Commencement Date, Tenant and Tenant's agents, employees and independent contractors may enter upon the Premises at reasonable times for the purpose of inspecting and testing the same, and Landlord hereby grants Tenant the right to go upon the Premises between the Effective Date and the Commencement Date, at Tenant's sole cost and expense, to conduct such surveys, tests, and other site analyses as Tenant may reasonably require subject to the terms of Landlord's Purchase Agreement as such terms relating to Tenant's access under this Section 2.6 are expressly set forth in **Exhibit F** to this Lease. Landlord covenants and agrees to take whatever steps are required to enable Tenant and Tenant's agents, employees, contractors, engineers, architects, surveyors and market analysts shall have the right to access the Premises during the Tenant Due Diligence Period and the Tenant Permitting Period to conduct, among other things, the foregoing "due diligence" inspection of the Premises.

2.7 Tenant's Work. After the Commencement Date and Tenant's receipt of the Permits, Tenant shall, at its own expense but subject to the Tenant Improvement Allowance, construct the building ("**Building**") and associated parking area, landscape area, trash enclosure, signage, drive through lane, sidewalks and drive aisles according to the Site Plan; and Tenant shall perform all other work and supply all installations as well as fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, floor and wall coverings, exterior signs, and special equipment and other items of construction and personal property necessary for the completion of the Premises and the proper operation of Tenant's business therein ("**Tenant's Work**"). Tenant's Work shall be performed with materials of good quality and in a proper workmanlike manner, utilizing materials in new or in like-new condition. Tenant shall commence construction of the Building within thirty (30) days after the Commencement Date and Tenant's receipt of the Permits, and shall endeavor to substantially complete the construction no later than one hundred and eighty (180) days subsequent to the Commencement Date and Tenant's receipt of the Permits.

2.8 Tenant Improvement Allowance. Landlord shall provide Tenant with a tenant improvement allowance of One Million and 00/100 Dollars ($1,000,000.00) ("**Tenant Improvements Allowance**") for use toward Tenant's Work, including any hard or soft costs incurred by Tenant. Landlord shall pay to Tenant the Tenant Improvements Allowance on the day which is thirty (30) days after Tenant completes Tenant's Work; provided that the following conditions have been met: (i) Tenant delivers to Landlord a sworn statement from Tenant's general contractor; (ii) Tenant delivers to Landlord final lien waivers conditioned upon payment from such general contractor and contractors who performed services in connection with construction of the Tenant's Work; and (iii) Tenant opens for business. If Landlord has not paid Tenant the Tenant Improvements Allowance within thirty (30) days after Tenant has satisfied the foregoing requirements, then, as Tenant's sole and exclusive remedy, Tenant may offset the unpaid amount, along with the Interest Rate (as hereinafter defined), against next monthly installments of Rent due under this Lease until the Allowance and such interest are fully offset.

2.9 Title to Improvements. At all times while this Lease in force and effect, title to the improvements shall belong to the Tenant. Upon termination or expiration of this Lease, title to the improvements shall pass to Landlord without payment to Tenant or Tenant's mortgagee, neither Tenant nor any lienholders granted an interest in the improvements by Tenant shall have any further rights therein, except in the event (and to the extent) of Condemnation of the whole or a part of the Premises as provided in Section 6.2 of this Lease.

2.10 Platted Parcel. Landlord hereby represents and warrants that the Premises is a separately platted parcel of land.

2.11 Zoning. Landlord hereby represents and warrants that the Premises are properly zoned for Tenant's intended use.

2.12 Cross Access. Landlord will declare a blanket easement for the free and uninterrupted pedestrian and vehicular access over any and all other driveways, sidewalks, walkways, access ways, curb cuts, entrances and exits over the Premises and the Parent Tract as such areas shall, from time to time, be developed, altered or modified pursuant to that certain Declaration of Easements, Covenants, Conditions and Restrictions dated April 9, 2021, a copy of

which is attached hereto as **Exhibit I** (the "**Declaration**"); provided, however, that (i) any easements on the Premises shall be wholly contained within the access drives and parking aisles initially constructed by Landlord or Tenant as part of Landlord's Work or Tenant's Work, as applicable, and (ii) no easements, whether for access, parking, utilities or otherwise, shall be permitted upon the Premises without the consent of Tenant, which shall not be unreasonably withheld, conditioned, or delayed, and (iii) notwithstanding anything to the contrary that may be contained in the Declaration, Landlord hereby covenants and agrees that Landlord is responsible, at Landlord's sole cost and expense, to maintain or cause to be maintained any utility lines serving the Premises but not located on the Premises. In connection therewith, Landlord covenants and agrees (i) that in the event of a conflict between the paragraphs contained in this Lease and such Declaration, this Lease shall supersede; (ii) that Landlord shall not agree to any amendment, modification, alteration or cancellation of such Declaration if, in Tenant's reasonable opinion, it would adversely affect Tenant's rights under this Lease or otherwise adversely affect the operation of Tenant's business; (iii) Landlord hereby represents, warrants, covenants and agrees that (a) the Declaration shall be executed and placed of record by Landlord prior to (and as a condition precedent in Tenant's favor to the occurrence of) the Commencement Date, (b) Tenant's right to use the Premises as set forth in this Lease and the rights granted to Tenant under this Lease shall be in compliance with the terms and provisions of the Declaration, (c) to the extent such obligations are imposed on the owner of the Premises and solely to the extent such obligations are expressly imposed on the owner of the Premises, Tenant shall be responsible to comply with such obligations under the Declaration, at Tenant's sole cost and expense, and (d) Landlord shall be responsible, at Landlord's sole cost and expense, for any obligations under the Declaration not expressly imposed on the owner of the Premises, whether or not such obligations benefit the Premises; (iv) Landlord shall obtain any and all necessary consents or approvals which may be required under the Declaration for Tenant to (x) use the Premises as permitted Tenant in this Lease, (y) install the signage permitted Tenant in this Lease, and (z) perform any alterations which Tenant may desire to make in order for Tenant to operate for business within the Premises for Tenant's intended use thereof; and (v) Landlord shall not provide any consent or approval to any Party under the Declaration (as the term "Party" is defined therein) for any reason whatsoever without obtaining the prior written consent of Tenant. Landlord represents and warrants that Tenant shall at all times during the Term of this Lease, enjoy cross access between the Premises and the Parent Tract. If at any time such cross access and/or cross parking is restricted in such a way as to materially and adversely affect the operation of Tenant's business, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

2.13 Critical Areas. Without Tenant's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, Landlord shall not (except as may be required to abide by applicable law) erect, construct or install, or permit to be erected, constructed or installed, buildings, signage, landscaping or other improvements or permanent barriers, or otherwise modify the parking area, drive aisles or accessways, within the Land or any portion of the area indicated on the Site Plan as "**Critical Areas**."

SECTION 3.
RENT

3.1. Rent Commencement Date. Tenant's obligation to pay rent under this Lease shall begin on the date (the "**Rent Commencement Date**") which is the earlier to occur of (i) the

date Tenant opens for business in the Premises, or (ii) the one hundred eightieth (180th) day after the Commencement Date, Tenant's receipt of the Permits and delivery of the Premises with the Landlord's Work "**Substantially Complete**" (as hereinafter defined). Landlord estimates that delivery of the Premises with Landlord's Work substantially completed shall be on or around May 1, 2022 (the "**Estimated Delivery Date**"). Such actual date of delivery of the Premises with such Landlord's Work Substantially Complete shall be referred to herein as the "**Delivery Date**"; provided, however, in no event shall the Delivery Date be deemed to have occurred unless and until Landlord shall have provided at least forty-five (45) days' prior written notice of Landlord's intended delivery of the Premises to Tenant. For purposes hereof, the term "Substantially Complete" (or any variation thereof) shall mean completion of construction of the Landlord's Work in accordance with construction improvement specifications attached hereto as **Exhibit E** subject only to punchlist items (which items shall be minor items such as cosmetic items or finishing work to be completed which do not materially interfere with Tenant's Work). Notwithstanding anything to the contrary contained in this Lease, in the event Landlord has failed to Substantially Complete Landlord's Work and tender possession of the Premises to Tenant by July 1, 2022 (subject to Tenant Delay and Force Majeure) ("**Outside Delivery Date**") then Landlord shall provide Tenant one (1) day of Rent abatement for each day beyond the Outside Delivery Date that Landlord's Work's has not been Substantially Completed. Further, if Landlord fails to Substantially Complete Landlord's Work within thirty (30) days after the Outside Delivery Date (subject to Tenant Delay and Force Majeure), then Tenant shall be entitled to terminate this Lease upon not less than ten (10) business days prior written notice to Landlord at any time thereafter; provided, however, if Landlord is able to Substantially Complete Landlord's Work within thirty (30) days of receipt of Tenant's termination notice, such termination notice shall be deemed revoked and of no force or effect.

3.2. Minimum Rental. Commencing on the Rent Commencement Date and continuing during the Term of this Lease, Tenant shall pay to Landlord, without notice, demand, reduction, setoff or any defense whatsoever except as may be otherwise expressly set forth herein, a minimum annual rental ("**Minimum Rental**"), payable in equal monthly installments each in advance on or before the first (1st) business day of each calendar month. The Minimum Rental for any partial calendar month during the Term hereof shall be prorated on a per diem basis. From the Rent Commencement Date through the fifth (5th) Lease Year, the Minimum Rental shall be $168,000.00 per annum, or $14,000.00 per month. Thereafter, the Minimum Rental shall be increased by ten percent (10%) over the previous Minimum Rental every five (5) Lease Years, and on the first day of the first Extended Term exercised by Tenant, and shall be further increased by an additional ten percent (10%) for each additional Extended Term exercised by Tenant thereafter. No Minimum Rental or Additional Rent (as defined below) shall be due and payable for the period prior to the Rent Commencement Date, provided, however, that Tenant shall be responsible for paying for all utility charges accrued following the later of the Commencement Date and the Delivery Date.

3.3. Additional Rent. "**Additional Rental**" or "**Additional Rent**" means all sums of money required to be paid by Tenant under the terms of this Lease, with the exception of Minimum Rental.

3.4. Operating Costs. Landlord shall cause, at its sole cost and expense, all necessary utility connections, including water, sewage, natural gas, telephone, electricity, and

cable/fiber optic data, to be made available to the Premises in accordance with **Exhibit E**, with service levels sufficient to supply Tenant's intended use. Thereafter, Tenant shall pay its respective service providers directly for all other costs and expenses associated with the operation and maintenance of the Premises, including, without limitation, gas, electricity, trash removal, phone, internet and cable, fire alarm and potable water, and all utilities beneath the floor slab and utilities serving the Premises to their point of connection to the exterior of the Premises (collectively, "**Tenant Utility Charges**"). It is the intent of the parties that following the Commencement Date Tenant shall pay all expenses related to the Premises, including, without limitation, any maintenance, repairs and replacements required for the Building, including, but not limited to, the roof, structure, foundation, grease septic system, windows, and HVAC.

3.5 Taxes and Assessments. Tenant shall pay, or cause to be paid, directly to the taxing authorities before delinquency, any and all real property taxes and assessments, or installments thereof, levied, assessed, charged, or imposed during the Term upon the Premises, including taxes relating to the Building and Tenant's leasehold improvements, equipment, furniture, inventory, any other personal property located in the Premises, and /or against Tenant by reason of ownership or construction of the improvements (collectively, "**Taxes and Assessments**"). For real property tax purposes, Tenant reserves the right to protest, contest and/or appeal any real property tax assessment during the Term; provided, however, the Taxes and Assessments are paid in full though such payment by Tenant may be made Tenant "under protest". Tenant shall provide Landlord proof of the prompt and complete payment within thirty (30) days of Landlord's request therefor. Landlord represents and warrants, to the best of its knowledge with no independent investigation, that there are no special exemptions (including, without limitation, agricultural exemptions) affecting the Premises. Notwithstanding anything to the contrary contained in this Lease, Landlord hereby represents and warrants that the Premises is a separately assessed tax parcel (the "**Tax Parcel**"). In the event Tenant contests the Taxes and Assessments, Tenant shall indemnify and hold harmless Landlord from any cost, expense, or penalties incurred in connection with the contest.

3.6. Reserved.

3.7. Rent. As used herein, the term "Rent" or "Rental" shall include Minimum Rental, Additional Rental, and all other additional charges or sums payable to Landlord hereunder.

3.8. Guaranty. As an inducement to Landlord consenting to and executing this Lease and as a specific condition hereof, Guzman y Gomez (Holdings) Ltd. ("**Guarantor**") shall execute a guaranty in the form attached hereto and made a part hereof as **Exhibit G**.

3.9 Place of Payment; Application of Payment. Tenant shall pay all Rent and other charges and render all statements herein prescribed to Landlord at the following address: 12211 N. Elston Avenue, Suite 304, Chicago, Illinois 60614, or to such other person and at such other place as shall be designated in writing by Landlord. Landlord may, in its sole discretion, apply payments made by Tenant to accrued charges, interest, and Rent in the following order or in any other order Landlord elects in its sole discretion: (i) late charges, (ii) interest, (iii) past due Minimum Rental and Additional Rental, and (iv) any balance remaining to current Minimum Rental and Additional Rental.

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SECTION 4.
USAGE

4.1. Use. Tenant may use, occupy and operate in the Premises for the purpose of a Guzman y Gomez restaurant servicing fast casual Mexican food with a beverage license that allows the sale of beer, wine, liquor and other types of spirits ("**Permitted Use**"). Nothing hereunder shall impose upon Tenant an obligation to open or operate for any period of time.

4.1.1. Following the Delivery Date, Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with (i) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations affecting the Premises or any part thereof, or the use thereof, including those which require the making of any structural, unforeseen or extraordinary changes arising from, or in connection with Tenant's use of the Premises or Tenant's alterations of the Premises (including the Building), whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises. Notwithstanding the foregoing or anything to the contrary set forth elsewhere herein, in no event shall Tenant be liable for any such compliance with applicable laws arising as a result of the acts or negligence of Landlord or its agents, contractors or employees nor shall Tenant be obligated to remediate any hazardous materials arising other than as a result of the acts or negligence of Tenant or its agents, contractors, employees.

4.2. Operations by Tenant.

4.2.1 In regard to the use and occupancy of the Premises, Tenant will at its expense: maintain the Premises, the Building and all parts thereof, including but not limited to all sidewalks, landscaping, irrigation sprinklers, patios and improved areas on the Premises in clean and good condition and repair, ordinary wear and tear excepted, and in compliance with all applicable laws, ordinances, rules, regulations, easements, and orders. In elaboration of the foregoing, Tenant shall (a) keep the outside of all glass in the doors and windows of the Building clean; (b) keep exterior surfaces of the entrances and exits to the Building clean; (c) replace promptly any cracked or broken glass on the Building with glass of like grade and quality; (d) keep any garbage, trash, rubbish or other refuse in appropriate containers; and (e) comply with all laws, ordinances, rules and regulations of governmental authorities with respect to Tenant's conduct of business in the Premises. Landlord and its mortgagee shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant's business or loss, theft or damage to Tenant's personal property or the property of any person claiming by, through or under Tenant resulting from: (1) wind or weather; (2) the failure of any sprinkler, heating or air conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (6) any act or omission of any party other than Landlord or Landlord related parties; and (7) any other causes other than the negligence or intentional misconduct of Landlord and/or its agents, contractors or employees.

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4.2.2 Tenant shall store all of Tenant's trash in dumpsters or other covered trash receptacles customary in shopping centers. Tenant may also maintain garbage cans customary to Tenant's business on the sidewalk located in front of the Premises, provided that (i) Tenant shall empty the garbage cans regularly and maintain the area in a neat and orderly fashion, including cleaning up any spills and (ii) the garbage cans shall not be located so as to block or materially impair access across the sidewalk.

4.3. Exclusive. Provided Tenant is not then in default of any provision of this Lease beyond applicable notice and cure periods, during the Term the Landlord shall not use, allow the use of, or lease space to any tenant on the Parent Tract (the **"Exclusivity Area"**) for use as a restaurant serving Mexican or Latin cuisine. In the event any premises on the Parent Tract are hereafter operated in violation of the provisions of this Section 4.3, which violation is not cured within ninety (90) days after written notice from Tenant to Landlord, Tenant shall have the right, as Tenant's sole and exclusive remedies for such violation, to exercise any one or more of the following described remedies: (i) pay Landlord, in lieu of the Minimum Rent payable by Tenant to Landlord hereunder, fifty percent (50%) of the Minimum Rent that would otherwise be due until the violation is cured; or (ii) terminate this Lease upon giving Landlord ninety (90) days prior written notice. Tenant's Minimum Rent shall be so reduced until such time as such violation is permanently cured. In the event that a retail tenant is operating in violation of this provision when such operation is expressly prohibited by written agreement between such occupant and Landlord (a **"Rogue Tenant"**), Landlord covenants and agrees to use its best efforts to cause the Rogue Tenant to cease and desist from operating in violation of this Section 4.3 and Landlord shall, promptly upon written request from Tenant, assign to Tenant all of Landlord's rights to enforce the restriction against the Rogue Tenant and will take all reasonable action to execute all documents necessary to assist Tenant with the same. In the event the Rogue Tenant continues operation for a period of ninety (90) days, Tenant's Minimum Rent shall abate by fifty (50%) for so long as the applicable Rogue Tenant shall continue to operate in violation of this Section 4.3. In the event that a Rogue Tenant continues operation in violation of this Section 4.3 for a period of six (6) months, Tenant may, at its option, terminate this Lease upon sixty (60) days written notice to Landlord, such notice to be given, if at all, at any time prior to such time as the violation ceases.

4.4. Prohibited Uses. During the Term, Landlord shall cause the following uses to be prohibited on the Parent Tract: theatre, bowling alley, billiard parlor, funeral parlor, night club, or other place of recreation or amusement (such as laser tag or paint ball facilities; miniature or putt-putt golf facilities; go-cart tracks; rock climbing facilities; party, dance, cheer, tumbling, or gymnastics facilities; flea market, industrial manufacturing facility; skating rink; bar;, exercise facility; massage parlor (but therapeutic massage is permitted), modeling studio; adult bookstore or other establishment primarily engaged in the business of selling, exhibiting or distributing pornographic or obscene materials or live models or dancers; an amusement arcade or facility providing coin-operated amusement devices, rides, pinball machines, mechanical or electronic games, and/or similar types of equipment or devices; car repair facility; central laundry or dry cleaning plant (other than a dry cleaning drop-off facility which does not use dry cleaning fluids or similar chemicals or substances on site in connection with the dry cleaning of clothes); or any business which creates unreasonably or unusually strong or offensive odors, fumes, emissions or sounds (the **"Prohibited Uses"**). Landlord acknowledges and agrees that the foregoing is a material inducement for Tenant to enter into this Lease and in the event of a violation of the Prohibited Uses Landlord agrees to proceed against the violating operator in the Parent Tract using

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all reasonable legal means. In the event of any such violation Tenant shall have the right, in its sole discretion, to exercise any one or more of the following described remedies: (i) pay Landlord, in lieu of the Rent payable by Tenant to Landlord hereunder, fifty percent (50%) of the Minimum Rent that would otherwise be due until the violation is cured; and (ii) if such violation is not cured within six (6) months from the date Tenant notified Landlord of the violation, then at any time thereafter Tenant shall have the right to terminate this Lease upon giving Landlord thirty (30) days prior written notice. Unless this Lease has been sooner terminated, if any violation of the Prohibited Uses has been cured by Landlord, beginning with the next month following such cure, Tenant shall return to paying Minimum Rent in the full amount required hereunder.

SECTION 5.
ALTERATIONS, REPAIRS AND MAINTENANCE

5.1. Alterations by Tenant. Tenant may from time to time make such repairs, alterations and improvements to the Premises, and install such fixtures and equipment thereon, as Tenant deems desirable, subject to applicable laws and ordinances and the terms and conditions of this Lease. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and all such work shall be performed in strict compliance with local, state, and federal laws, regulations, orders, and directives.

Notwithstanding anything in this Lease to the contrary, if Tenant constructs, makes or installs or causes to be constructed, made or installed any improvement or alteration in or to the Premises (including, but not limited to, Tenant's Work), Tenant shall be solely responsible for ensuring that such improvements and/or alterations do not violate any provision in any local, state or federal law or regulation relating to accessibility for handicapped persons or the removal of architectural or communication barriers to accessibility ("**Disability Law**"), including, but not limited to, The Americans with Disabilities Act. If any claim is asserted against Landlord under any Disability Law which claim relates directly or indirectly to any alterations or improvements installed, made or constructed, directly or indirectly, by or for Tenant in or to the Premises or any trade fixture or personal property item used by Tenant in the Premises, Tenant shall defend, indemnify and hold the Landlord and its officers, directors, shareholders, agents and employees, mortgagees, harmless from and against the claim and any and all charges, liabilities, obligations, penalties, damages, judgments, costs and expenses (including costs of investigation and reasonable attorneys' fees) arising or incurred against or suffered, directly or indirectly, by Landlord relating thereto. If it should be determined that any improvement or alteration constructed, made or installed in or to the Premises, directly or indirectly, by or for Tenant or any trade fixture or personal property item used by Tenant in the Premises is an illegal architectural or communication barrier under any Disability Law, Tenant shall immediately, at its sole cost and expense, remove the barrier or, to the extent allowed by the Disability Law, provide alternatives to the barrier so as to make the Premises accessible to handicapped persons.

5.2. Repairs and Maintenance by Tenant. Tenant shall, at its sole cost and expense, be solely responsible for all repairs, replacements and maintenance for the Premises and Building, including all parking areas, sidewalks, curbs, lawns and landscaping, and shall promptly make all repairs and replacements to and perform all other maintenance upon the Premises, which is necessary to keep the same in material compliance with applicable laws, in good, sanitary and neat order, condition and repair, including electrical, plumbing, heating, air conditioning, and other

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equipment of all types in or on the Premises or Building. Landlord shall have no obligation whatsoever to maintain or repair the Premises, the improvements, or equipment thereon, whether structural or non-structural, during the Term, all of which obligations are intended to be imposed on the Tenant. Notwithstanding the foregoing or anything to the contrary elsewhere in this Lease, in the event the need for any repairs to the Premises and/or Building arises as a result of the intentional misconduct or negligence of Landlord or its agents, contractors or employees then same shall be repaired at Landlord's expense.

5.3. Liens. Tenant hereby defends, indemnifies and holds Landlord harmless from and against, and shall keep the Premises free from liens, and any costs or liabilities associated with any liens, for any work performed, material furnished, or obligations incurred by Tenant, which indemnity shall survive the expiration or earlier termination of this Lease. No work performed by, through, under or for Tenant pursuant to this Lease shall be deemed to be for the immediate use or benefit of Landlord to the end that no mechanic's or other liens shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Should liens or claims be filed against the Premises by reason of Tenant's acts or omissions, Tenant shall cause same to be discharged by bond or otherwise within thirty (30) days after filing. In the event such lien is not removed within the time set forth herein, Landlord, at its sole option, may, without waiving any other right or remedy available to Landlord under this Lease or otherwise, but upon written notice to Tenant, immediately take all action necessary to release and remove such lien. All sums, costs, liabilities and expenses, including costs of investigation and reasonable attorney's fees and costs incurred by Landlord in connection with such lien shall be deemed Additional Rent and shall be immediately due and payable.

5.4. Sign and Displays. Tenant, at its sole cost, shall have the right to install: (i) free-standing signage on the Premises; (ii) signs on the Building; and (iii) other promotional banners and awnings, all in compliance with all applicable laws. Tenant shall also have the right to install its signage on any and all pylon and monument signs, if any, on the Parent Tract.

5.5. Sidewalks. Tenant agrees that it shall keep the sidewalks and entryways within the Premises free from obstructions of all nature and to remove debris therefrom.

SECTION 6.
DAMAGE, DESTRUCTION OR CONDEMNATION

6.1. Casualty. Except as otherwise provided herein, if the Premises are damaged by fire or other insured casualty and such damage does not equal or exceed twenty percent (20%) of the replacement cost thereof, the damage shall be promptly repaired by Tenant, and Tenant at its sole expense shall restore thereto all work and improvements originally installed or performed by Tenant immediately upon the completion of Landlord's Work (it being hereby acknowledged and agreed that Landlord shall be obligated, at Landlord's sole cost, to restore any elements of Landlord's Work initially installed on the Premises and damaged by such casualty) or simultaneously with such work to the extent practicable. If: (a) the Premises is damaged to the extent of more than twenty percent (20%) of the replacement cost thereof; or (b) the Premises is damaged during the last two (2) years of the Term hereof; then Tenant may at its option terminate this Lease by written notice to Landlord. Tenant shall notify Landlord of its election to terminate within sixty (60) days following its receipt of notification of the availability of insurance proceeds

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for such repairs or restorations. If Tenant does not elect to terminate this Lease, it will commence promptly such repairs and restorations and prosecute same to completion with due diligence. So long as this Lease is not terminated as a result of any such casualty, any insurance policy proceeds available for repair or restoration shall be used for the repair or replacement of the property damaged or destroyed shall be retained by Tenant. In the event of such termination, there shall be no obligation on the part of Tenant to repair or restore the Premises provided in such event Tenant agrees to raze the existing improvements and shall assign and cause to be delivered to Landlord the insurance proceeds applicable to the restoration or rebuilding, as the case may be, the building shell to a vanilla box condition. In no event shall Landlord be entitled to any portion of the proceeds of Tenant's insurance covering its leasehold improvements, personal property and/or its furniture, fixtures and equipment.

Upon the termination of this Lease pursuant to the provisions of this Section 6.1, the parties shall be released thereby without further obligations to the other party coincident with the surrender of possession of the Premises to Landlord, except for items which have theretofore accrued and be then unpaid.

6.2. Condemnation. If the Premises, or a material portion thereof (upon mutual agreement of the parties) shall be subject to a taking under power of eminent domain, or otherwise transferred in lieu thereof renders the Premises or improvements unsuitable for use by Tenant, then Tenant may elect to terminate this Lease by giving written notice thereof to Landlord within sixty (60) days after such taking. Tenant shall be entitled to no portion of any award for any total or partial taking relating to the Premises, except that Tenant shall have the right to recover from the condemning authority (but not from Landlord) Tenant's share, if any, pertaining to (i) the value of the Tenant's leasehold interest, (ii) the value of the improvements constructed on the Premises by Tenant, and Tenant hereby unconditionally assigns to Landlord any other award which may be made in such taking or condemnation. In the event that this Lease shall not terminate as a result of condemnation, there shall be a reduction in Rent, equal to the percentage of the total area of the Premises subject to such condemnation. Promptly after any such partial condemnation, Tenant shall commence and shall thereafter diligently prosecute the repair or restoration of the Premises to an architectural whole suitable to the conduct of Tenant's business therein and Tenant shall be entitled to that portion of the award for such partial condemnation as is reasonably required for such restoration and the remainder of such award shall be the property of Landlord.

SECTION 7.
UTILITIES

7.1. Payment. Tenant shall promptly pay before delinquency all Tenant Utility Charges, together with any taxes thereon, furnished to the Premises following the Delivery Date and during the remainder of the Term. Landlord shall not be liable for any interruptions or curtailment in utility services and any such interruption or curtailment shall not constitute a termination of this Lease or eviction of Tenant. Tenant shall pay for all nominal utility installation hook-up fees for the Premises, if any, provided that Landlord shall be solely responsible for any so called tap in or impact fees.

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SECTION 8.
INDEMNIFICATION

8.1. Indemnification. Landlord and Tenant hereby agree to indemnify and hold and defend the other party, for, from any and all claims, damages, liabilities or expenses, including costs of investigation and attorneys' fees, arising out of (a) any and all claims arising from any breach or default in the performance of any obligation under this Lease; and (b) any act, omission or negligence of such, its agents, contractors, licensees, invitees, customers, or employees (but as to any invitees or customers of Tenant, only while same are within the Premises). Landlord shall not be liable for any damage to or loss of the Building or Tenant's personal property, inventory, fixtures or improvements, except to the extent arising from the intentional misconduct or negligence of Landlord or its agents, contractors or employees. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, Tenant's employees, invitees, customers, agents or contractors or any other person in or about the Premises, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except to the extent caused by the intentional misconduct or negligence of Landlord or its agents, contractors or employees. Tenant shall save, harmless, indemnify, and at Landlord's option, defend Landlord, its officers, directors, shareholders, agents and employees, mortgagees, if any, from and against any and all liability, liens, claims, demands, damages, expenses, fees (including without limitation, reasonable attorneys' fees and costs), costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind of nature arising or growing out of or in any way connected with Tenant's, its employees' and agents' use, occupancy, management, or control of the Premises.

Landlord's Liability. Tenant acknowledges that Landlord's liability under this Lease shall be limited to Landlord's equity interest in the Premises, and any judgment against Landlord shall be satisfied solely out of the proceeds of sale of Landlord's equity interest in the Premises. No judgment rendered against Landlord shall give rise to any right of execution or levy against Landlord's other assets. No individual who is Landlord or any member or partner of any joint venture, tenancy in common, firm, partnership or other form of joint ownership that is Landlord, or their heirs, personal representatives, successors and assigns, shall have any personal liability to Tenant, or to any person claiming under or through Tenant, for any amount or in any capacity. Such exculpation of liability shall be absolute and without exception whatsoever. Furthermore, it is understood and agreed that in each and every instance in which Landlord's approval or consent is required under this Lease, Landlord shall not be liable for damages (whether direct, consequential or otherwise) by reason of its failure to grant such approval or consent (unless Landlord is found to have acted in bad faith), and Tenant's sole remedy shall be an action for injunctive relief or specific performance. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL TENANT, LANDLORD OR LANDLORD RELATED PARTIES EVER BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, LIQUIDATED OR INCIDENTAL DAMAGES OR ANY LOST PROFITS OF THE OTHER PARTY.

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SECTION 9.
INSURANCE

9.1. Liability/Property Insurance. Tenant will keep in force, throughout the Term of this Lease, commercial general liability insurance (or substantially equivalent liability insurance or another type of comprehensive liability insurance policy then in common use) with respect to the Premises and the business operated by Tenant at the Premises. Tenant's liability insurance will (i) be in an amount of not less than Three Million Dollars ($3,000,000), which may include primary, excess and umbrella policies, and (ii) name Landlord and its mortgagee (provided that the mortgagee has entered into an SNDA with Tenant) as additional insureds. Tenant shall also procure, maintain, and keep in force commencing on the Delivery Date and continuing throughout the Term of this Lease, special form (formerly known as "all risk") property insurance (or substantially equivalent property insurance or another type of broad form property insurance policy then in common use) with respect to the replacement cost of the improvements for Building and Tenant's personal property, fixtures and equipment within same (the "**Property Insurance**"). Tenant's Property Insurance will (y) be in an amount equal to not less than one hundred percent (100%) of the replacement value thereof, and (ii) name Landlord and its mortgagee (provided that the mortgagee has entered into an SNDA with Tenant) as additional insureds. The amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligations hereunder. Tenant's required liability insurance and property insurance shall be issued by companies permitted to do business in the State in which the Premises are located and rated A- / VII or better in the then most current issue of Best's Insurance Reports. Tenant is not required to carry separate insurance policies for the Premises, and all of Tenant's insurance may be under polices which cover multiple locations. Tenant will furnish Landlord with certificates of the insurance Tenant is required to carry (i) prior to the date on which Landlord delivers possession of the Premises to Tenant, (ii) at least annually thereafter, and (iii) otherwise within ten (10) business days following a written request from Landlord. Tenant shall pay all of the premiums for Tenant's insurance, and shall deliver certificates thereof to Landlord, and in the event of the failure of Tenant either to effect such insurance in the names herein called for or to pay the premiums therefor, or certificates thereof to Landlord, Landlord shall be entitled, but shall have no obligation, upon not less than ten (10) business days prior written notice and opportunity to cure to Tenant, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Landlord upon written demand therefor, and failure to repay the same shall be repayable to Landlord upon written demand therefor, and failure to repay the same shall carry with it the same consequence as failure to pay any installment of Rent. Notwithstanding anything to the contrary contained in this Section 9, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; but in such event the coverage afforded Landlord shall not be reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of such blanket policy of insurance, and all other requirements of this Section 9 shall be satisfied.

9.2. Construction. During any construction activities on the Premises (including Alterations), Tenant, at its sole cost, will obtain and continuously maintain in full force and effect endorsements to the comprehensive general liability insurance required hereunder, Contractor's Liability coverage, Contractual Liability coverage, Completed Operations coverage, a Broad Form Property Damage coverage and Contractor's Protective liability.

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9.3. Reserved.

9.4. Deductibles. Landlord and Tenant further agree any and all deductibles on insured policies required to be provided by Tenant shall be borne by Tenant

9.5. Subrogation. Landlord and Tenant each waive any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Premises, or Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such loss. Landlord and Tenant each hereby waive any right of subrogation and right of recovery or cause of action for injury including death or disease to respective employees of either as covered by Worker's Compensation Insurance (or which would have been covered if Tenant or Landlord as the case may be, was carrying the insurance as required by this Lease). Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

9.6. Landlord's Insurance. Intentionally omitted.

SECTION 10.
DEFAULT

10.1. Default by Tenant. In the event that (A) Tenant fails to pay all or any portion of any sum due from Tenant hereunder on the date the same shall become due and payable hereunder, and such failure shall continue for a period of ten (10) days after receipt by Tenant of written notice thereof from Landlord; or (B) Tenant commits any of the following acts, and such breach or failure shall continue for a period of thirty (30) days after receipt by Tenant of written notice thereof from Landlord unless such default is of such a nature that it cannot be cured within said thirty (30) day period in which event Tenant shall not be in default hereunder if it shall have commenced to cure said default within said thirty (30) day period and diligently prosecute said cure to completion: (a) fails to cease all conduct prohibited by this Lease immediately upon receipt of written notice from Landlord, except as otherwise provided herein; (b) fails to take actions in accordance with the terms of this Lease or to perform any of the terms, covenants and conditions of this Lease; (c) becomes bankrupt, insolvent or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a substantial portion of Tenant's assets; files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (any or all of the occurrences in this Section 10.1 shall be deemed a default on account of bankruptcy for the purposes hereof and such default on account of bankruptcy shall apply to and include any guarantor of this Lease), and the same is not discharged within ninety (90) days; or (d) commits waste to the Premises; then Tenant shall be in default hereunder.

10.2. Remedies. In the event Tenant is in default under this Lease, in addition to all other rights and remedies which Landlord may have in equity or in law, Landlord shall have all of the following remedies:

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10.2.1. Landlord shall have the right, upon written notice to Tenant, to terminate this Lease, re-enter the Premises and eject all persons from the Premises, take possession of any or all personal property or fixtures of Tenant upon the Premises and, to the extent permissible, all permits and other rights or privileges of Tenant pertaining to the use and operation of the Premises, using all necessary force to do so, without prejudice to any other remedies that Landlord may have. In the event of any such termination, Landlord shall have all the rights and remedies of a landlord provided by law. The amount of damages which Landlord may recover includes the worth at the time of award of the unpaid Rent or other charges under this Lease before a such breach and the then present value (using a discount rate of five percent (5%)) of the difference (if any) between the Rent that is payable for the remainder of the Term and the fair market rental value of the Premises for the remainder of the Term, which shall be determined as of the date on which this Lease is terminated and after deducting all reasonable costs of reletting the Premises, including brokerage commissions, reasonable legal fees, and reasonable expenses of restoring the Premises to a vanilla shell condition (collectively, "**Reletting Expenses**"). Landlord reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant written notice thereof, in which event this Lease will terminate.

10.2.2. Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations. In the event Landlord gives Tenant written notice that Landlord elects not to terminate this Lease, Tenant shall have the right to sublease the Premises or assign Tenant's interest in this Lease, or both, subject to all other provisions of this Lease pertaining to assignments and subleasing, and Landlord shall have all the remedies of a lessor provided by law. Notwithstanding any such election by Landlord not to terminate this Lease, Landlord may at any time thereafter elect to terminate this Lease for any subsequent breach or default.

10.2.3. Landlord shall have the right to cause a receiver to be appointed in any action against Tenant to take possession of the Premises and/or to collect the rents or profits derived therefrom. Said receiver may, if it is necessary or convenient in order to collect such rents of profits, take possession of any property belonging to Tenant and used in the conduct of such business and may use the same in conducting such business on the Premises without compensation to Tenant for such use. Neither the application for the appointment of such receiver nor the appointment of such receiver shall constitute an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant.

10.2.4. To recover from Tenant all costs paid or incurred by Landlord as a result of such breach, regardless of whether or not legal proceedings are actually commenced.

10.2.5. To seek any equitable relief available to Landlord, including, without limitation, the right of specific performance.

10.2.6. Any action taken by Landlord under this Section 10 shall not operate as a waiver of any right which Landlord would otherwise have against Tenant for rent hereby or otherwise, and Tenant shall remain responsible to Landlord for any loss and/or damage suffered by Landlord by reason of Tenant's default or breach. The words "reenter" and "reentry" as used in this Lease are not restricted to their technical legal meaning.

10.3. Rights and Remedies of Landlord. Nothing set forth in this Section 10 affects the right of Landlord to indemnification for liability arising prior to the termination of this Lease for personal injuries or property damage as may be provided elsewhere in this Lease. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other rights Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein. In all events, Landlord shall have the right upon notice to Tenant (or without notice in the event of an emergency) to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand plus interest thereon at the rate of eight percent (8%) per annum, commencing on the date due through the date of payment.

10.4. Suits to Recover Damages. Suit or suits for the recovery of damages, or for a sum equal to any installment or installments of Minimum Rental and Additional Rent payable hereunder or any other sums payable by Tenant to Landlord pursuant to this Lease, may be brought by Landlord at any time and from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease or the Term would have expired had there been no event of default by Tenant.

10.5. Bankruptcy. There is no contemplated, pending or threatened insolvency event or similar proceedings, whether voluntary or involuntary, affecting Tenant, or to the best of Tenant's knowledge, its members, shareholders or affiliates. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "**Bankruptcy Code**") or such other laws or regulations as may then be applicable, then Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than sixty (60) days following request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Bankruptcy Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if it (a) cures or provides adequate assurance that the trustees will promptly cure any default hereunder; (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults; and (c) provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period set forth herein. Adequate assurance of performance of this Lease as set forth hereinabove shall include, without limitation, adequate assurance (i) of the source of rent reserved hereunder; (ii) that the assumption of this Lease will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required unless Tenant shall have paid and be current in all payments of Operating Costs, utilities or other charges therefor. No provision of this Lease shall be deemed a waiver of Landlord's rights or remedies under the Bankruptcy Code or applicable law to oppose any assumption and/or assignment of this Lease, to require timely performance of Tenant's obligations under this Lease, or to regain possession of the Premises as a result of the failure of Tenant to comply with the terms and conditions of this Lease or the Bankruptcy Code. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on

behalf of Landlord under this Lease, whether or not expressly denominated as such, shall constitute "rent" for the purposes of the Bankruptcy Code.

10.6 Landlord's Default. Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure, shall be deemed a default by Landlord (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion). In the event of default by Landlord, Tenant at its option, shall have the right to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to, attorney fees) from the installments of Rent next falling due until such costs are fully offset; (ii) to pursue the remedy of specific performance; or (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease.

SECTION 11.
TRANSFERS, ASSIGNMENT AND SUBLETTING

11.1. Assignment and Subletting. Except as otherwise expressly set forth in this Lease, Tenant shall not assign or sublet the Premises or any part thereof, or permit the use of the Premises (whether by way of any document termed a management agreement, license agreement or otherwise) by anyone other than Tenant and its employees, (all of the foregoing collectively referred to as a "**Transfer**"), without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold or delay. Landlord and Tenant acknowledge and agree that the foregoing restriction on Transfer has been freely negotiated by the parties hereto and that Landlord and Tenant would not have entered into this Lease without the other party's consent to the terms of this paragraph. Any attempted Transfer in violation of this Section 11 shall be void *ab initio* and, in any event, Tenant shall at all times, except to the extent otherwise set forth herein, remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease unless Landlord consents to an assignment and assumption of the Lease and such assignee assumes the Lease in writing on a commercially reasonable form assumption agreement. Landlord's consent to any Transfer shall not be deemed consent to any subsequent Transfer.

11.2. Landlord Consent. In determining whether to grant consent to the Transfer, Landlord may consider any factor, including but not limited to the experience and business reputation of the proposed assignee, sublessee, or transferee in operating a business for the uses set forth in this Lease; whether the proposed assignee, sublessee, or transferee has a Tangible Net Worth reasonably satisfactory to Landlord; use of the Premises by the proposed assignee, sublessee, or transferee will not violate or create any potential violation of any laws. For purposes of this Lease, "**Tangible Net Worth**" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("**GAAP**"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, and copyrights, franchises. If Tenant is in default hereunder, Landlord

may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord. Tenant shall pay Landlord fifty percent (50%) of any rent in excess of the Rent (in the amount then payable but less any reasonable expenses incurred by Tenant to effect such a transfer) which Tenant receives by reason of any permitted assignment or sublease. Tenant shall make such payment to Landlord within ten (10) days following the later of the date that such payment is due to Tenant or the date such payment is actually received by Tenant.

11.3. Waiver. The acceptance by Landlord of any amounts following any transaction prohibited hereunder shall not be deemed to be consent by Landlord nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder. Consent to any Transfer shall not operate as a waiver or relieve the Tenant from obtaining the express written consent of Landlord in each instance to any subsequent Transfer. In connection with Landlord's consent to any Transfer, Tenant shall promptly provide Landlord with fully executed copies of all Transfer documents and agreements that includes a written instrument by assignee or transferee agreeing to be bound by all obligations of Tenant hereunder, including, without limitation, the obligation to pay Minimum Rental, Additional Rent, and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting. For purposes of this Section 11, the terms "assign" and "assignment" include any: (i) act attempting to, or document purporting to, assign, transfer, sublet, enter into license or concession agreements for, change ownership of, mortgage or hypothecate this Lease or Tenant's interest in and to the Premises or any part thereof; and (ii) change in the ownership or power to control Tenant.

11.4. No Release of Liability. No assignment or subletting, including a Permitted Transfer, shall relieve Tenant of its obligations hereunder, and Tenant shall continue to be liable to the same extent as though no assignment or sublease had been made unless otherwise agreed to by Landlord provided, however, notwithstanding the foregoing or anything to the contrary contained elsewhere herein, if Tenant assigns this Lease to an entity with a Tangible Net Worth of $50,000,000.00 or greater and such entity is primarily based in the United States of America, then, provided that Tenant is not then in default of this Lease beyond any applicable cure period, upon such assignment (and the assumption of this Lease by such entity) Tenant and any guarantor will be released from any and all liability under this Lease arising from and after the date of such assignment.

11.5. Tenant's Lender. Notwithstanding anything to the contrary contained herein, Tenant may mortgage, encumber, pledge or assign as security its right, title and interest in this Lease or the Premises to a lender. Tenant may give to Landlord a notice containing the name and address of the lender. Whenever Landlord gives any notice to Tenant pursuant to this Lease, Landlord shall also give to Lender a duplicate copy of such notice at such address in the manner required of notices hereunder. If the notice given by Landlord is a notice of default by Tenant, lender shall have a reasonable time of not less than thirty (30) days to cure any default not timely cured by Tenant. If Lender timely cures any default not timely cured by Tenant, lender shall be entitled to assume Tenant's interest and obligations under this Lease immediately upon such cure and for the remainder of the term, together with any option, renewal or extension rights set forth in this Lease. Landlord hereby consents to the assignment by Tenant of its rights to use the Premises under the Lease and all of Tenant's personal property and trade fixtures located at the Premises to lender. If any default is not susceptible to cure and results in the termination of this Lease, or this Lease is terminated for any other reason, including, without limitation, as a result of

rejection in a bankruptcy proceeding, upon written request of Lender delivered to Landlord not later than five (5) business days following receipt of a default notice, and provided Lender has cured all outstanding monetary defaults under this Lease, Landlord will enter into a new lease of the Premises with Lender or its designee ("**New Lease**"). The New Lease will be on the same terms and conditions as this Lease and effective upon termination of this Lease and shall be coterminus with the Lease. Landlord further consents to the execution and performance by Tenant of any recordable leasehold mortgage, deed of trust, collateral assignment of lease and any other documentation reasonably required by lender. Landlord agrees that none of the Collateral located on the Premises, notwithstanding the manner in which any of the Collateral may be affixed to the Premises, shall be deemed to be fixtures or constitute part of the Premises. Landlord agrees not to assert any statutory, consensual, or other liens against the Collateral. If Tenant defaults on its obligations to lender, and as a result, lender undertakes to enforce its security interest in the Collateral, Landlord will permit lender and its agents to enter upon and remain on the Premises to remove or otherwise dispose of the Collateral; provided (a) Landlord receives the rental and other amounts due under the Lease for the period of time lender uses the Premises, (b) any damages to the Premises caused by removal of the Collateral are repaired by, or at the direction of, and at the sole cost of lender, (c) lender complies with the terms of this Lease at all times that lender has entered onto the Premises and indemnifies Landlord for any damage to the Premises caused by lender's entry thereon, and (d) lender does not hold any auctions at, or sell any of the Collateral from, the Premises. In connection with any leasehold financing, Landlord agrees to execute a Landlord Consent and Estoppel Certificate, substantially in the form attached hereto as **Exhibit C**, and such other commercially reasonable documents as such Leasehold Mortgagee may require.

11.6. Permitted Transfers. Any provision of this Lease to the contrary notwithstanding, Tenant may assign this Lease or sublease the Premises, in whole or in part, without the need for consent of Landlord, to: (i) any entity into which or with which Tenant has merged or consolidated or to any corporation or other business entity or to any company which may result from a reorganization or consolidation by or with tenant; (ii) any parent, subsidiary, successor, or affiliated entity of Tenant (a parent, subsidiary or affiliate being any entity that is controlled by, or under common control with, Tenant) or to a joint venture in which Tenant is a joint venture partner; (iii) any person or entity that acquires all or substantially all of the assets or operations of Tenant within the metropolitan area in which the Premises are located; or (iv) a bona fide franchisee of Tenant operating not less than five (5) stores in the United States America. Any bona fide franchisee of Tenant shall provide its financial information, including a balance sheet, profit and loss statement, statement of cash flows, statement changes in financial condition, and all other related schedules for the fiscal period then ended after such assignment.

SECTION 12.
SUCCESSION TO LANDLORD'S INTEREST

12.1. Attornment. In the event any purchaser or assignee of any lender at a foreclosure sale acquires title to any of the Premises, in the event that any lender or any purchaser or assignee otherwise succeeds to the rights of Landlord as landlord under this Lease, or Landlord sells the Premises or any part thereof then Tenant shall attorn and be bound to any of Landlord's successors under all terms, covenants and conditions of this Lease for the balance of the remaining Term (a "**Successor Landlord**"), and recognize the Successor Landlord as Landlord under this Lease, and, subject to the provisions of this Section 12, this Lease shall continue in full force and

effect as a direct lease between the Successor Landlord and Tenant, provided that the Successor Landlord shall only be liable for any obligations of Landlord under this Lease which accrue after the date that such Successor Landlord acquires title. The term "Landlord", as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of title to the Premises, and in the event of any transfer or transfers of title to the Premises or any part thereof, Landlord herein named (and in the case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease to be performed after the effective date of such transfer. The foregoing provision shall be self-operative and effective without the execution of any further instruments; provided, however upon request by Landlord, Tenant shall execute and deliver whatever instruments may be reasonably required for such purposes.

12.2. Subordination. Upon Landlord's reasonable discretion, this Lease shall be subject and subordinate to the lien of any mortgages, deeds of trust or security agreements ("**Mortgages**") or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Premises, any portion thereof, or upon any buildings hereafter placed upon the land upon which the Premises are a part, and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof; provided, however, the foregoing subordination shall not apply unless the lender delivers to Tenant a subordination, non-disturbance and attornment agreement (**"SNDA"**) on commercially reasonable terms substantially in the form attached hereto as **Exhibit D,** or such other form as is reasonably approved by Tenant, fully executed and completed by Landlord and the holder of the Mortgage, and no event of default beyond applicable notice and cure periods that has not been cured has occurred and Tenant continues to observe and perform all of the terms, covenants, conditions, agreements, and obligations of Tenant to be performed under this Lease, including but not limited to the payment of Rent. In addition, Landlord agrees to use commercially reasonable efforts to obtain a SNDA (on a form similar to that attached hereto as **Exhibit D** or another commercially reasonable form) from any future lender within thirty (30) days after Landlord obtains financing from such lender.

SECTION 13.
SURRENDER OF PREMISES

13.1. Surrender. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises and the Building to Landlord in "broom clean" condition, reasonable wear and tear, condemnation and casualty alone excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises. The Building together with all leasehold improvements and other fixtures remaining in the Building or at the Premises after Tenant surrenders possession, such as all light fixtures and HVAC equipment, plumbing fixtures, hot water heaters, fire suppression and sprinkler systems, wall coverings, and carpeting, in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Premises as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All personal property not removed by Tenant and later removed from the Premises by Landlord hereunder may be handled, discarded or stored by

Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. Tenant shall be responsible for any environmental remediation or clean up at the Premises which occurs as a result of Tenant's use of the Premises or construction of the Building by Tenant or any improvements on the Premises installed by Tenant. The obligations of this Section 13.1 shall survive the expiration or termination of the Lease.

13.2. Written Acceptance. No act or thing done by Landlord, agent or employee of Landlord, during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of Premises unless such intent is specifically acknowledged in writing signed by Landlord.

13.3. Holding Over. Tenant shall not occupy or use the Premises or any part thereof after the Expiration Date or earlier termination of this Lease without Landlord's consent. If, after the Expiration Date or earlier termination of this Lease, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only upon all the provisions of this Lease (except as to term and Minimum Rental). Monthly installments of Minimum Rental payable by Tenant during this period shall be One Hundred Twenty-Five Percent (125%) of the monthly Minimum Rental payable by Tenant in the final month of the Term. Such monthly rent shall be payable as set forth herein. Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Lease, Tenant shall not be deemed in holdover during any period Tenant and Landlord are negotiating in good faith to extend the Term beyond the option terms provided herein. In no event shall Tenant be liable to Landlord for any damages arising from any holding over by Tenant until such holdover until such time as Tenant's holdover exceeds thirty (30) days.

SECTION 14.
FINANCIAL INFORMATION

14.1 Financial Information. In connection with the sale or other transfer of Landlord's interest in the Premises, or in connection with any refinancing of the Premises, Tenant agrees to (a) cause an agent or employee of Tenant with knowledge of its financial condition to orally review general information regarding Tenant's financial statements, including its balance sheet, with a representative of a prospective purchaser or lender; and (b) to provide to such representative written correspondence stating Tenant's approximate net worth. A condition of any such oral review or delivery of written correspondence shall be the delivery to Tenant of the written agreement of such prospective purchaser or lender and their representative to maintain the confidentiality of all such information.

SECTION 15.
MISCELLANEOUS

15.1. Estoppel. Each of the parties shall, at any time, but not more than twice in any 12-month period, upon not less than thirty (30) days' prior written notice from the other party ("**Requesting Party**") , execute, acknowledge and deliver to the Requesting Party a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified,

stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Minimum Rental and Additional Rent are paid in advance, if any, and (ii) acknowledging that there are not, to Responding Party knowledge, any uncured defaults on the part of the Requesting Party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or leasehold.

15.2. Attorney's Fees. In the event of any dispute between the parties relating to or arising out of this Lease, the prevailing party in any litigation or arbitration shall be awarded its reasonable attorneys' fees and costs against the non-prevailing party, whether such fees and/or costs are incurred after the breach but prior to the commencement of any such litigation or arbitration, during the prosecution thereof, or in connection with any appeal thereof. The parties hereby expressly intend that such award of reasonable attorneys' fees and costs shall be mandatory and not discretionary.

15.3. Interest. Any sum owing from one party to the other hereunder not paid within thirty (30) days of the date due shall accrue interest at the rate of six percent (6%) per annum (or the highest rate permitted by applicable law, whichever is lower) ("Interest Rate") from the due date thereof until paid in full.

15.4. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the charges herein stipulated shall be deemed to be other than on account of the earliest stipulated charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover subsequently the balance of any amounts due hereunder or to pursue any other remedy provided herein.

15.5. Time of Essence. TIME IS OF THE ESSENCE WITH RESPECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THIS LEASE.

15.6. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

15.7. Brokers. Landlord shall pay all fees and commissions for bringing about the execution and delivery of this Lease. Tenant and Landlord each warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease except for Jason Trombley and Zac Lewinski of Jones Lang LaSalle Midwest, LLC and Brendan Reedy of CBRE, and shall protect, indemnify, and hold each other harmless from and against any person or entity claiming to be acting as a broker for or under Landlord or Tenant.

15.8. Waiver. No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of

any subsequent act. No agreement by Landlord to accept Tenant's surrender of the Premises shall be valid unless in writing.

15.9. Right of Entry. Tenant shall permit Landlord, its agents or representatives to enter the Premises at reasonable times and upon not less than twenty-four (24) hours prior written notice to Tenant, except in a case of emergency posing imminent threat of injury to persons or damage to property, for the purpose of (a) inspecting the Premises, or (b) making any necessary repairs thereto and performing any work therein that Landlord may be entitled to make or perform, respectively, pursuant to the provisions of this Lease. Any such entry shall be accomplished as expeditiously as possible and in a manner so as to cause as little interference to Tenant as reasonably possible, and if requested by Tenant, Landlord will be accompanied by a representative of Tenant. During the last six (6) months of the Term, Landlord and its authorized agents shall, upon forty-eight (48) hours prior written notice, be permitted to show the Premises to prospective tenants, provided that such entry shall not interfere with Tenant's operations. Landlord shall not reveal to Tenant's employees that the purpose of the entry is for showing the Premises to prospective tenants. If requested by Tenant, such entry by Landlord shall be under the supervision of Tenant. In no event shall Landlord be permitted to post "*for rent*" or "*for sale*" signs or the like on the Premises. If Landlord enters the Premises to inspect, make repairs or alterations, or show the Premises to any prospective purchaser or mortgagee, then Landlord shall indemnify and defend Tenant against all claims, injury, damage resulting therefrom, and shall restore the Premises to substantially the same condition as existed prior to Landlord's entry. If as a result of Landlord's entry of the Premises, Tenant's use of the Premises is interrupted for more than two (2) consecutive business days due to the negligence or activities of Landlord, its agents, contractors or employees, after Tenant has notified Landlord thereof, there shall be a prorated abatement of Rent payable by Tenant pursuant to this Lease based on the amount of time and area deemed nonfunctional by Tenant in good faith.

15.10. Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding and inure to the benefit of parties hereto and their respective heirs, personal representatives, executors, successors and permitted assigns.

15.11. Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole except where noted otherwise. Additionally, feminine or neuter pronouns may be substituted for masculine and the plural may be substituted for singular or singular for plural.

15.12. Survival of Obligations. The provisions of this Lease with respect to any payment obligations of Landlord or Tenant and their respective indemnification obligations shall survive the expiration or other termination of this Lease.

15.13. Landlord and Tenant Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

15.14. Quiet Enjoyment. Upon payment by Tenant of Rent and all other charges provided for under this Lease, and upon the observance and performance of all covenants, terms and

conditions on Tenant's part to be observed and performed pursuant to this Lease, Tenant shall, at all times during the term hereof, subject to the terms, covenants and conditions of this Lease, peaceably and quietly hold and enjoy the Premises, without any interruption or disturbance from Landlord or any other person or persons, subject to the terms and conditions of this Lease. Landlord represents, warrants, covenants and agrees that (i) Landlord has not received any notice, and does not have any knowledge, of any eminent domain or similar proceeding which would affect all, or any portion, of the Premises, (ii) Landlord has the full right, power and authority to make this Lease, and (iii) except for the those permitted exceptions set forth on **Exhibit H** (the "**Permitted Exceptions**"), as of the Commencement Date no restrictive covenant, easement, lease or other written agreement restricts, prohibits or otherwise affects Tenant's rights set forth in this Lease, including without limitation Tenant's parking rights, rights to signage, construction, permitted use or ingress and egress to and from the Premises.

15.15. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by recognized overnight courier (such as Federal Express), or by U.S. certified or registered mail, postage prepaid, return receipt requested, addressed to: (1) Tenant, c/o Sassetti LLC 6611 W. North Avenue, Oak Park, Illinois 60302; and (2) Landlord, at 2211 N. Elston Avenue, Suite 304, Chicago, Illinois 60614.

15.15.1 Notices and demands shall be deemed to have been given (i) upon the date of the executed return receipt if sent by certified or registered mail, provided that if delivery cannot be made or if any party shall refuse delivery, notices shall be deemed given when mailed; (ii) one business day after deposit with a recognized overnight courier; (iii) upon delivery if personally delivered; or (iv) upon posting if posted to the Premises.

15.15.2 If any Mortgagee of Landlord shall notify Tenant that it is the holder of a Mortgage affecting the Premises and provides to Tenant a SNDA, Tenant agrees to provide a copy of any notice of default sent by Tenant to Landlord to such Mortgagee in the manner prescribed herein, and to such address as such Mortgagee shall designate.

15.16. Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, or this Lease, except as expressly set forth herein.

15.17. Reserved.

15.18. Force Majeure. In the event either Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of war, governmental restrictions, civil commotion, shortage of labor or materials, strikes, fire, or any other reason beyond their reasonable control, the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended as reasonably necessary to complete performance after the delayed period. However, the provisions of this paragraph shall in no way operate to excuse either party from the prompt payment of any sums, monies, costs, charges or expenses required by this Lease. Landlord and Tenant acknowledge and agree that notwithstanding anything to the contrary contained in the Lease, in the event the Premises is closed by a mandatory closure due to a health emergency (including epidemics, pandemics, and government mandated or recommended quarantines)("**Shutdown Period**"): then (i) Tenant shall be

entitled to defer the payment of all rent and other charges that may be due and payable under the Lease during such resulting closure of the Premises (solely to the extent the closure is mandatory); and (ii) in the event of any such rent deferral, the following shall be applicable, (1) the term of the Lease shall be extended for the same period of time for which such rent was deferred (the "**Deferral Period**") upon the same terms and conditions as then existing under the Lease, and (2) the deferred rent shall be repaid to Landlord on an amortized straight line basis over a period equivalent to the ratio of for every one (1) day of the Deferral Period, there shall be three (3) days to pay the deferred rent commencing ninety (90) days after the Shutdown Period has ended. By way of example, if the Deferral Period is sixty (60) days, then the Tenant will repay the deferred rent in equal installments over a period of one hundred eighty (180) days commencing ninety (90) days after the Shutdown Period has ended. Notwithstanding the foregoing, Tenant shall remain responsible for making payments of Additional Rent, if any, to Landlord during the Deferral Period. Tenant agrees that any such repayment of the deferred rent shall be in addition to the payment of rent otherwise due and payable during such extension of the term of the Lease.

15.19. Jurisdiction and Venue. The laws of the State of Illinois shall govern the interpretation, validity, performance and enforcement of this Lease. Any cause of action between the parties, whether under this Lease or otherwise, may be brought only in a court having jurisdiction and venue in McHenry County for state court causes of action and in the Northern District of Illinois for federal court causes of action. Each party waives any objection on the basis of personal jurisdiction or venue.

15.20. Entire Agreement. This Lease and Exhibits attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party and all prior or contemporaneous agreements, letters of intent, representations, and understandings of the parties are superseded by, and merged into, this Lease. No supplement, modification, or amendment of this Lease shall be binding unless executed in writing by Landlord and Tenant. The submission of this Lease shall not constitute a reservation of or option for the Premises or an offer to lease by Landlord and this Lease shall not be binding unless and until it is signed by Landlord and Tenant.

15.21. Memorandum of Lease. Landlord and Tenant shall execute in recordable form with this Lease, a Memorandum of Lease in the form attached hereto and incorporated herein as **Exhibit B**. Either party may record the Memorandum of Lease and all costs charged, or collected by the County Recorder to record the Memorandum of Lease shall be borne by the recording party.

15.22. Mortgage Protection. Tenant acknowledges that there is currently or may hereafter be a deed of trust on the Premises, and upon being furnished with a SNDA and the name and address of the holder of such deed of trust, Tenant agrees to give the holder of such deed of trust, together with any ground lessors and future mortgage and/or deed of trust holders, as to all or a portion of the Premises, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice or assignment of rents and leases, or otherwise) of the addresses of such parties. Tenant agrees that any such mortgagee or deed of trust holder may undertake to cure any default by Landlord. Tenant agrees not to exercise any remedies available by virtue of a Landlord's failure to cure a default within thirty (30)

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days after receipt of notice of default (or such additional time as may be reasonably necessary to cure such default) unless Tenant has also given such parties a reasonable opportunity to cure such default (excluding foreclosure proceedings if necessary to effect such cure).

15.23. Hazardous Materials.

15.23.1 Hazardous Materials shall mean any hazardous or toxic substance or container therefor which is or becomes regulated by any governmental authority and includes, without limitation, underground storage tanks and any substance which is (a) defined as "Hazardous Substance," "Hazardous Waste," or "Extremely Hazardous Substance" pursuant to any provision of the United States Code, including United States Code sections commonly known as the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Superfund Amendments and Reauthorizations Act of 1986, (b) defined as a hazardous substance or material pursuant to any state or local law, ordinance or regulation governing the Premises, (c) petroleum or a petroleum by-product, (d) asbestos or asbestos containing material, (e) a pesticide, (f) a polychlorinated biphenyl, (g) a dry-cleaning fluid or (h) a solvent. Contamination shall mean the presence of Hazardous Materials that require Remediation. Remediation shall mean those steps required by law to eliminate, remove, or otherwise mitigate the presence of Hazardous Materials.

15.23.2 Tenant shall not cause or permit the use, generation, storage or disposal in or about the Premises of any Hazardous Materials (as herein defined), unless in compliance with all applicable laws, rules and regulations. If Tenant uses, generates, stores or disposes of any Hazardous Materials in or about the Premises in accordance with this Section 15.23, Tenant shall obtain all necessary permits and comply with all statutes, regulations, and rules applicable to such activity. Tenant shall reasonably cooperate with Landlord, at no cost to Tenant, in any program between Landlord and any governmental entity for proper disposal and/or recovery of any Hazardous Material. Tenant shall indemnify and hold Landlord harmless from and against all liability, cost, claim, penalty, expense and fees (including costs of investigation, remediation costs, court costs and reasonable attorneys' fees) arising from Tenant's use, generation, storage or disposal of Hazardous Materials in or about the Premises or out of any violation of the environmental laws relating to the Premises by Tenant, its agents, employees, representatives, contractors, customers, invitees, licensees and subtenants, which indemnity obligation shall survive the expiration or termination of this Lease.

15.23.3 Landlord shall retain ownership of, and responsibility for, all Hazardous Materials on the Premises as of the Effective Date, except Hazardous Materials placed by Tenant, and shall execute all hazardous waste manifests or other documents necessary to confirm this ownership. Landlord shall defend, indemnify, and hold Tenant harmless from and against all claims, losses, liabilities, damages, including reasonable attorneys' fees, and expenses incurred by Tenant as a result of Hazardous Materials (i) existing on, in or under the Premises as of the Delivery Date, and/or (ii) on, in or under the Premises due to the acts of Landlord or its agents, contractors or employees. In the event of liability for damages arising out of bodily injury to persons or damages to property resulting from the concurrent negligence of the Landlord and the Tenant, Tenant's liability, including the duty and cost to defend hereunder, shall only be to the extent of Tenant's negligence.

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15.23.4 Landlord shall, at its cost and expense, clear all vegetation located on the Premises and grade the Premises to an elevation that is acceptable to Tenant as reasonably determined by Tenant's engineer during the Tenant's Due Diligence Period using structural compacted fill. Except as otherwise set forth herein, Landlord shall not change the native grade of the Premises without Tenant's written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

15.23.5 Landlord represents and warrants that it has no knowledge of any Hazardous Materials on or about the Premises. If Tenant discovers any Hazardous Materials on or about the Premises during the Tenant Due Diligence Period, Landlord shall remediate the same (including any necessary soil and groundwater treatment and disposal and any building materials removal) to the extent required by law for Tenant's Permitted Use, and remove any underground storage tanks, underground lines, subsurface drainage structures or any other subsurface structures (e.g., septic tanks, leaching fields, drywells) and any associated Hazardous Materials, all in compliance with applicable laws, and receive regulatory closure for the remediation from the applicable governmental agencies with authority over such work (collectively, "Landlord Remediation Activities") prior to the Commencement Date. Notwithstanding the foregoing, if the estimated cost (as determined by a reputable third party contractor) of Landlord Remediation Activities exceeds Ten Thousand and 00/100 Dollars ($10,000.00), Landlord shall have the option to terminate this Lease by providing written notice to Tenant (which notice shall constitute a Termination Notice for purposes of Section 1.5 above) together with a copy of said estimate, within twenty (20) days after receipt of said estimate provided that in such event Landlord shall be obligated to pay the Termination Fee in accordance with Section 1.5.

15.23.6 In the event any applicable governmental authority requires a master detention facility or some other drainage facility for the commercial development of the Parent Tract or the Premises is not large enough to accommodate an onsite detention facility (the "**Detention**"), Landlord will (i) install, at no cost to Tenant, the required Detention, and (ii) declare any necessary easements from the Premises through the Parent Tract to the Detention for the purpose of allowing access to and the use of the Detention for the benefit of the Premises. Tenant will pay its pro rata portion (in relation to the other lots in the Parent Tract and commercial development that will also benefit from the Detention) of the expense to maintain the Detention.

15.24. Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, and Tenant agrees to attorn to such transferee, provided that such transferee agrees in writing to undertake all such obligations and liabilities of Landlord.

15.25. OFAC Certification. Landlord and Tenant each certify to the other that: (i) neither party is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; (ii) neither party is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction,

directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) neither party is in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto.

15.26. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

15.27. Reserved.

15.28. No Offer. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

15.29. Counterparts. This Lease may be executed in any number of identical counterparts, each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument and (b) may be accepted and signed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each party's electronic acceptance and signature will be deemed binding between the parties. A PDF, facsimile or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof. Each party acknowledges and agrees it will not contest the validity or enforceability of this Lease, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Electronic records of a party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records. Notwithstanding the same, original signatures shall be exchanged by the parties for record keeping purposes.

15.30. Authority. Landlord and Tenant each represents to the other that it has the right and authority to enter into this Lease. This Lease and each of its provisions shall be binding upon and shall inure to the benefit of Tenant's successors and assigns. This Lease and each of its provisions are binding upon and shall inure to the benefit of Landlord's successors and assigns. Landlord represents and warrants that no consent of any lender is required for this Lease or, if required, has been obtained.

15.31. Landlord's Representations and Warranties. Landlord represents and warrants to Tenant that Landlord has not entered into any agreements that would require Tenant to use general contractors or subcontractors or materialmen other than those of Tenant's choosing.

[*Signatures on Following Page*]

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

LANDLORD:

GW CRYSTAL LAKE LLC,
an Illinois limited liability company

By: Mitchell Goltz
Signer ID: 8TK2ADLJF3...

Name: Mitch Goltz
Title: Authorized Signatory

TENANT:

GUZMAN Y GOMEZ NAPERVILLE, LLC, an Illinois limited liability company

By: DocuSigned by: Gaetano Alfred Russo
84F67916FB354CA...

Name: Gaetano Alfred Russo
Title: Chairman

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

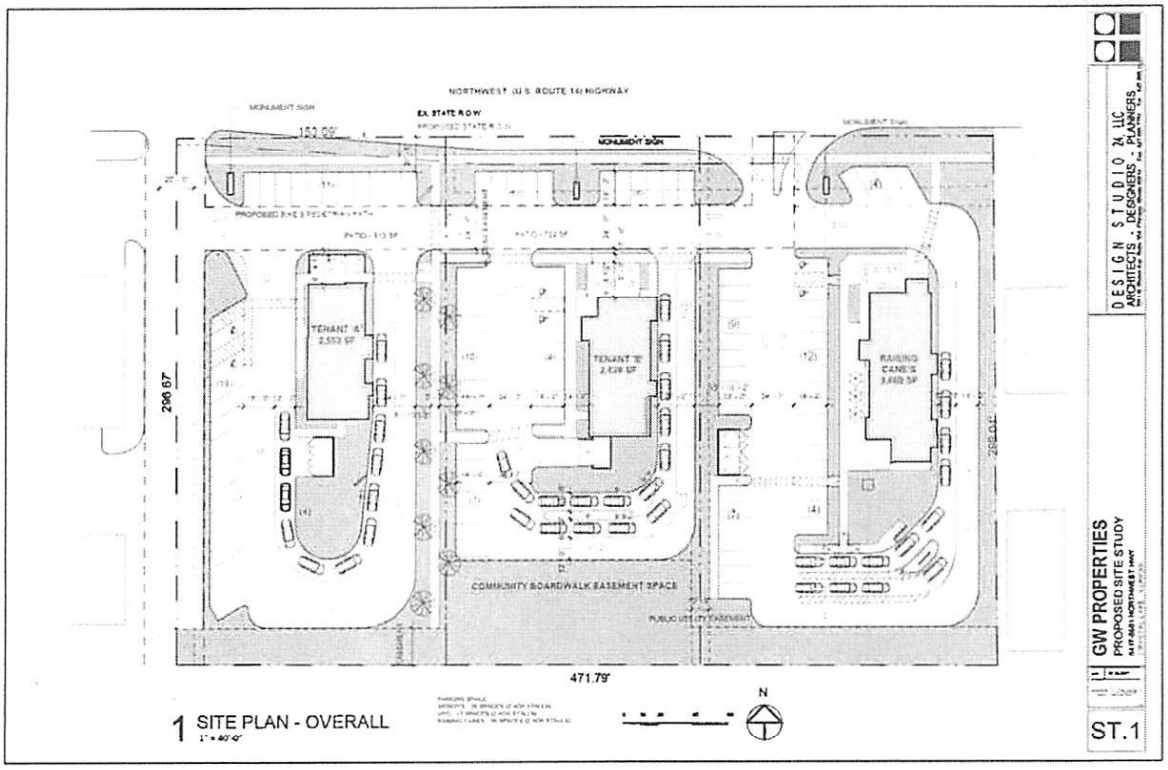
PARCEL 1:
LOT 1 IN PAULY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 2008 AS DOCUMENT 2008R0052561, IN THE CITY OF CRYSTAL LAKE, IN MCHENRY COUNTY, ILLINOIS.

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EXHIBIT A-1

SITE PLAN



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EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Recording Requested By and
When Recorded Mail To:

Space Above this Line for Recorder's
Assessor Parcel No.:

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**"), is made as of _____ by and between GW CRYSTAL LAKE LLC ("**Landlord**"), and GUZMAN Y GOMEZ NAPERVILLE, LLC ("**Tenant**").

RECITALS:

A. On _____, Landlord and Tenant entered into that certain Lease Agreement ("**Lease**"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord the real property located in the City of Crystal Lake, State of Illinois, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, ("**Premises**").

B. Lessor and Lessee desire to execute this Memorandum to provide constructive notice of Tenant's rights under the Lease to all third parties.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

TERMS:

1. **Term**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for a term that expires on _____. Tenant has three (3) options to extend the term of the Lease for a period of five (5) years each.

2. **Lease Provisions**. This Lease of the Premises to Tenant is pursuant to the Lease, which is incorporated in this Memorandum by this reference.

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3. **Tenant Exclusive**. During the Term, neither Landlord, nor any affiliate of Landlord, shall use, allow the use of, or lease space to any tenant within the Exclusivity Area (defined in the Lease) for use as a restaurant serving Mexican or Latin cuisine.

4. **Assignment**. Tenant's rights and obligations under the Lease shall not be assigned except as provided in the Lease.

5. **Right of First Refusal**. Tenant has no right of first refusal to purchase the Premises.

6. **Successors and Assigns**. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

7. **Governing Law**. This Memorandum and the Lease are governed by Illinois law.

8. **Counterparts**. This Memorandum may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

DATED as of the date first above written.

"Landlord":

GW CRYSTAL LAKE LLC

By: _____
Name:
Title:

"Tenant":

GUZMAN Y GOMEZ NAPERVILLE, LLC

By: _____
Name:
Title:

ACKNOWLEDGEMENTS AND EXHIBIT A TO BE ADDED

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EXHIBIT C

LANDLORD CONSENT AND ESTOPPEL CERTIFICATE

This Landlord Consent and Estoppel ("**Consent**"), dated as of _____ ____, 2022, is provided by <LANDLORD> ("**Landlord**") with respect to that certain lease, as amended (the "**Lease**"), dated <DATE OF LEASE>, between Landlord and _____, a _____("**Tenant**"), pursuant to which Tenant is leasing from Landlord certain premises (the "**Premises**") commonly known as <PROPERTY ADDRESS>. Tenant intends to grant to _____, as administrative agent for certain lenders and other secured parties (the "**Agent**"), a security interest in Tenant's leasehold estate, trade fixtures, equipment and personal property secured by a leasehold mortgage (the "**Leasehold Mortgage**"), with _____ becoming the borrower under such Leasehold Mortgage. Tenant is asking for this Consent to the extent required by the Lease.

In connection with the foregoing, Landlord hereby certifies and agrees as follows:

1. Landlord is the fee owner of the Premises.

2. There are no amendments, supplements, extensions or other modifications to (or other terms or conditions with respect to) the Lease other than those terms and conditions expressly included in the documents listed on Exhibit A hereto.

3. The Lease is in full force and effect, and Landlord has not assigned its interests therein (other than assignments for security purposes that have not been foreclosed). To the best of Landlord's knowledge, neither Landlord nor Tenant are in breach or default under any of the terms and conditions of the Lease, and no event or circumstance has occurred or exists which with the passage of time and/or the giving of notice would constitute a breach or default under the Lease. Landlord has not given or received any notice of any breach or default under the Lease.

4. Landlord consents to the Agent obtaining a security interest in the Collateral and leasehold mortgage or deed of trust on, or collateral assignment of, the Lease and the recording of such documents and instruments as may be necessary to create and perfect such liens. Without the further consent of Landlord, Agent may enforce and foreclose upon its lien and security interest.

5. The Lease expiration date is <EXPIRATION DATE>. The Lease provides Tenant with <EXTENSION OPTION DESCRIPTION> to extend the termination date of the Lease.

6. Landlord subordinates to the Agent any statutory, common law, possessory or other liens or encumbrances that Landlord has or hereafter may have against the Collateral (such term being used herein as defined in the documentation for the financing arrangements with Agent including any equipment or trade fixtures at the Premises). Further, if Agent enforces its security interest in any Collateral, Agent or its agents may enter and remain upon the Premises, provided that (a) Landlord receives the rental and other amounts due under the Lease for the period of time that Agent is on the Premises (b) any damages to the Premises caused by the removal of the Collateral are repaired by, or at the direction of, and at the sole cost of Agent, (c) Agent complies with the terms of the Lease at all times that Agent has entered onto the Premises and indemnifies Landlord for any damage to the Premises caused by Agent's entry thereon, and (d) lender does not hold any auctions at, or sell any of the Collateral from, the Premises.

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7. In the event that Landlord gives or receives notice of a default under or encumbrance or termination of the Lease, Landlord will send Agent a copy of such notice. Any such notice may be sent to _____.

8. No notice of default under or termination of the Lease will be effective until received by Agent. Landlord will permit Agent or its designees to cure any default under the Lease within the greater of (i) such time as Tenant is permitted to cure under the Lease or (ii) thirty (30) days after Agent's receipt of such notice; although Agent shall not be under any obligation to cure any such default. If any default is not susceptible to cure and results in the termination of the Lease, or the Lease is terminated for any other reason, including, without limitation, as a result of rejection in a bankruptcy proceeding, upon request of Agent, Landlord will enter into a new lease of the Premises with Agent, or its designee ("**New Lease**"). The New Lease will be on substantially the same terms and conditions as the Lease and effective upon termination of the Lease.

9. The rent currently due under the Lease is $<RENT AMOUNT>.

[SIGNATURE PAGE FOLLOWS]

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LANDLORD:
<LANDLORD>
By:
Name:
Title:

Address of Landlord:
<ADDRESS>

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Exhibit A (to Landlord Consent)

Lease

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EXHIBIT D

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

_____
_____
_____

Attention: _____
Loan No. _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Lease	Lease between Landlord and Tenant dated _____, ____.
Landlord	
Tenant	
Premises	As described on Exhibit A
Premises Address	As described on Exhibit A

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the ___ day of _____, 20__, by and between _____ (the "Mortgagee") and Tenant.

RECITALS:

A. Landlord and Tenant have entered into a certain Lease relating to a portion of the real property (the "Property") described therein and on the attached Exhibit A (the "Premises"); and

B. Mortgagee [has recorded] [is about to record] a mortgage on the Property; and

C. Tenant and Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagee and Tenant hereby agree as follows:

1. Provided the Lease is in full force and effect and the Tenant is not in default under the Lease (beyond any period given the Tenant to cure defaults), then:

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(a) The Tenant's right of possession to the Premises and the Tenant's other rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under or related to the Mortgage or the note which it secures.

(b) In the event the Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. The Mortgagee covenants that any sale of the Property as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of the Tenant under the Lease, and the Tenant covenants and agrees to attorn the Mortgagee, or such person, as its new landlord, and the Lease shall continue in full force and effect as a direct Lease between the Tenant and the Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease.

2. Subject to the foregoing provisions, the Lease shall be subject and subordinate to the lien of the Mortgage and to all of its terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

3. [Mortgagee hereby consents to the leasehold mortgage or deed of trust (the "Leasehold Mortgage") executed by Tenant for the benefit of [**LENDER**] (together with its assignees, the "Leasehold Mortgagee") and the liens and security interests evidenced by same and encumbering (among other things) Tenant's leasehold interest under the Lease.] In no event shall the Mortgage cover or encumber (and shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, business, equipment, furniture, signs or other personal property at any time placed on or about the Premises; the Mortgagee and Tenant acknowledging that such property is pledged to Tenant's Lender.

4. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, the Tenant agrees to execute and deliver to the Mortgagee or to any other person to whom the Tenant agrees to attorn such other instruments as either shall reasonably request in order to comply with these provisions.

5. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

6. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document under seal as of the day and year first above written.

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TENANT:

_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

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To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document under seal as of the day and year first above written.

MORTGAGEE:

_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

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EXHIBIT A (To SNDA)
(Legal Description)

Unit No.: _____

Premises Address: _____

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EXHIBIT E

LANDLORD'S WORK

1. Survey and Plans

A. Landlord shall submit when available the following to Tenant, updated to current conditions: (i) geotechnical soils report (with boring logs), with one (1) borings within the perimeter of Tenant's building footprint with each such boring to be a minimum of fifteen feet (15') deep, (ii) a survey of the Land in accordance with the requirements for such survey set forth on "Exhibit B-1" attached hereto (herein "Survey"), (iii) a plat of the Land from a registered and/or licensed surveyor verifying the legal description of the Land and location of all utilities (including water, gas, electrical, sanitary and storm sewer and telephone), and with such additional requirements as set forth in "Exhibit B-1" attached hereto, and (iv) a Phase I (and Phase II if necessary) environmental report of the Shopping Center including the Land.

B. When available Landlord shall deliver to Tenant, for Tenant's review, scale drawings of the Shopping Center from a registered engineer, in electronic format, if available, depicting all of Landlord's Work and the location of all buildings, sidewalks, service drives, parking aisles, driveways, streets, curbs, parking areas, traffic controls, signs, dumpsters, landscaping, , staging areas, and related improvements, together with any other information on the Premises and the Shopping Center in Landlord's possession which may facilitate Tenant's preparation of plans and specifications (collectively, "Landlord's Plans").

2. Landlord's Work.

The work to be performed by Landlord pursuant to the terms of this Exhibit F shall constitute "Landlord's Work" under this Lease, and shall be performed in accordance with all applicable local, city, state, county, federal or agency ordinances, rules, laws or codes governing same (herein "Code"), unless specifically stated otherwise. Landlord shall complete the same, at its sole cost and expense, on or before the Landlord's Delivery Deadline as set forth below, in accordance the Landlord's Plans. Tenant shall cooperate fully with the Landlord in delivery of Tenant's utility requirements including providing load and use information Landlord is required to provide to the utility service providers or governmental agencies to allow for the proper design, engineering, approvals and installation of such utilities or services. Specifically, Landlord's Work shall include:

A. UTILITIES: Landlord shall install and stub the following utilities to within five feet of the Construction Limit Line as depicted in Schedule A attached hereto allowing Tenant to make final connections. The installation of the utilities shall be at the locations specified in Landlord's Plans:

i. ELECTRICAL SERVICE: 1,200 Amp 120/208 3-phase, 4-wire electrical service. Landlord will install or cause to be installed by the utility service provider the properly sized transformer, primary service work and any secondary conduits (empty with pull strings) from

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such transformer stubbed to within five feet of the Construction Limit Line. Tenant to provide all on Tenant's Land secondary conduit, and all wiring from the utility company transformer to the Tenant's point of connection.

ii. WATER SERVICE: Provide a minimum 6" or 8" separate (unshared) combination domestic and fire water service pipe transformer stubbed to within five feet of the Construction Limit Line at the location shown on Landlord's Plans.

iii. GAS SERVICE: . Landlord will install or cause to be installed by the utility service provider the properly sized gas line or sleeve in a location shown on Landlord's stubbed to within five feet of the Construction Limit Line. The gas pressure shall be coordinated by Landlord with both the utility service provider and Tenant so it is delivered at the pressure as required by the Tenant.

iv. SANITARY SERVICE: 6" sanitary sewer line stubbed to within five feet of the Construction Limit Line at the location shown on the Landlord's Plans. Sanitary line depth shall be coordinated with Tenant to meet it's slope requirements and allow for proper gravity drainage.

v. STORM SERVICE AND RETENTION: Storm water piping stubbed to within five feet of the Construction Limit Line at the location(s) shown on the Landlord's Plans. Storm piping shall be of sufficient capacity and depth to accept all on-site storm water and roof discharge as required by local agencies; Landlord to provide detention and/or retention, if required, per Landlord's Plans.

vi. TELEPHONE SERVICE: Provide two (2) 4" empty conduits with pull string stubbed to within five feet of the Construction Limit Line.

B. DEVELOPMENT FEES: paying all impact, utility reserve and connection, tap, and use fees related to Landlords Work Letter Responsibilities of the Premises, including, but not limited to, road improvement; water and sewer; fire protection mains; police; fire and emergency; recreation and maintenance; median strip and landscaping; rezoning fees; traffic fees; and parking studies and special permit fees.

C. BUILDING PAD: constructing Tenant's building pad pursuant to the following specifications:

i. Rough grading to an elevation plus or minus 1/10 of one foot of final elevation; (recommend 9" below FFE)

ii. Providing sub-base compacted to 95% proctor or as specified by Code, whichever is the more restrictive, with any and all required fill to be clean engineered fill place in accordance with instructions from and monitored by a soils engineer registered within the state in which the Improvements are located;

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iii. A minimum soil bearing pressure of 2,500 p.s.f. at the bottom of Tenant's footing utilizing Tenant's standard spread footing design, with a maximum differential settlement of 1" with a maximum of ½ " in either direction;

iv. Removal of all existing structures, buildings, foundations, footings, buried tanks, abandoned services, lines, pipes and any organic material prior to beginning fill; and

v. Specification sufficient to begin paving operations. Subgrade to be certified by Landlords geotech engineer prior to acceptance to Tenant. Landlord to provide specification

If the foregoing is unable to be achieved, the incremental costs of any special foundation design over the costs associated with Tenant standard spread footing type design including, but not limited to, consultant fees and cost of construction, shall be paid by Landlord. On or before delivery of the Tenant's building pad, Landlord will have a geotechnical engineer certify in writing for the benefit of Tenant that Tenant's building pad has been constructed and currently is in accordance with (i) Landlord's master grading plan,; (ii) the geotechnical soils report described; and (iii) the foregoing specifications.

E. ASPHALT / CONCRETE: Tenant shall be responsible to install any and all asphalt and/or concrete within the Construction Limit Line. Landlord shall be responsible to install any and all asphalt and/or concrete outside of the Construction Limit Line.

F. ACCESS DRIVE: Landlord shall be responsible for installing the Access Drive

G. OTHER WORK: Completion of all other work necessary to deliver the Land to Tenant in accordance with the requirements and specifications as set forth in Landlord's Plans.

3. **Landlord's Warranty.** Landlord warrants Landlord's Work against defective workmanship and materials for a period ending one (1) year after the Landlord's Delivery Date. At the end of the warranty period, Landlord will assign to Tenant any guarantees of workmanship, materials and equipment which Landlord may receive in connection with the Premises or items Tenant is required by this Lease to maintain. During the warranty period, Landlord hereby agrees to cooperate to provide Tenant with the benefit of all assigned warranties and guarantees pertaining to Landlord's Work.

4. **Landlord's Delivery Date.** Landlord shall be deemed to have delivered to Tenant possession of the Premises and the Landlord's Delivery Date shall be deemed to have occurred when Landlord delivers written notice thereof to Tenant and all of the following conditions have been fulfilled to Tenant's reasonable satisfaction:

A. Actual possession of the Premises shall have been delivered to Tenant free of all leases and occupants, other than this Lease, with Landlord's Work completed in accordance with the provisions of this Exhibit "B";

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B. Landlord shall have given Tenant written notice at least forty-five (45) days ahead of the date on which the Landlord's Delivery Date is to occur.

In the event the foregoing conditions are not fulfilled on or before the date set forth in Landlord's written notice to Tenant described in Paragraph 4B hereinabove, Tenant shall not be obligated to accept possession of the Premises and Landlord's Delivery Date shall not be deemed to have occurred.

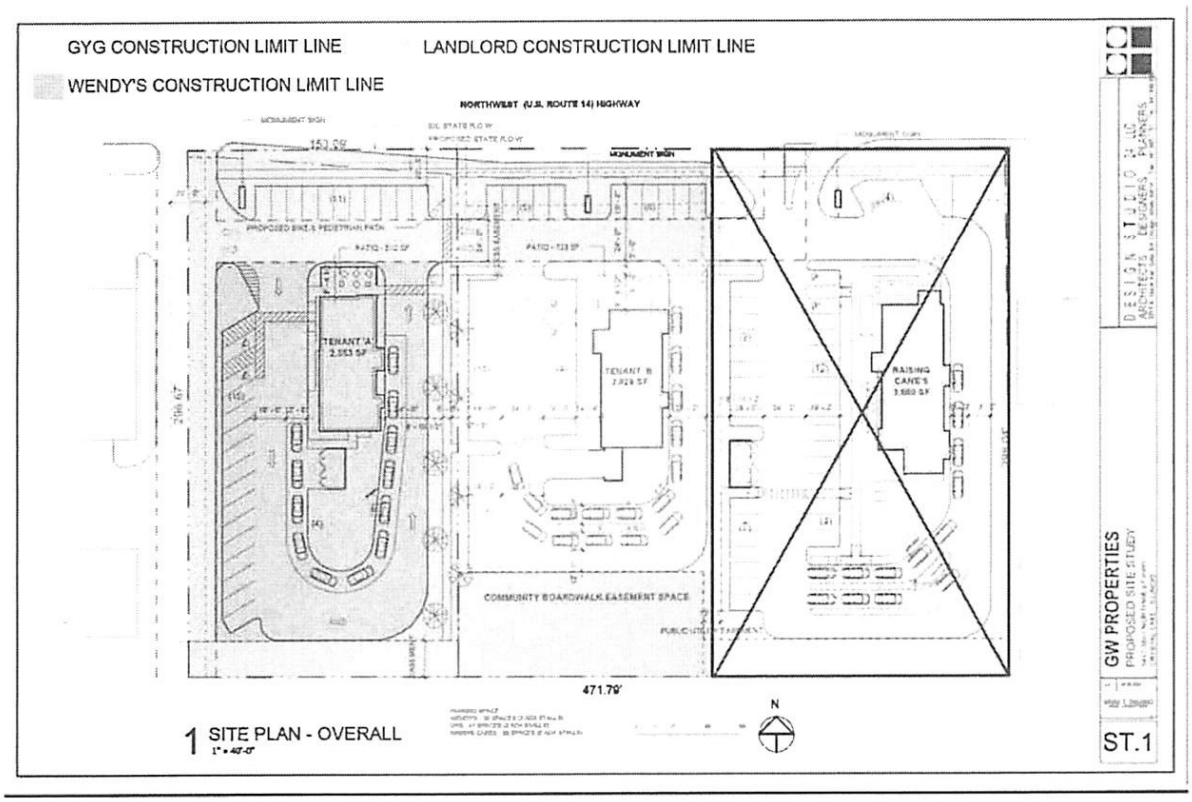
5. **Landlord's Delivery Deadline.** 1 year following land development approval.

6. **Coordination of Construction.** Landlord and Tenant acknowledge that Tenant may begin construction of its Improvements prior to Landlord's completion of Landlord's Work. Landlord and Tenant each agree to use their commercially reasonable good-faith efforts to coordinate their respective construction obligations so as to minimize interference of the construction activities being performed by the other party.

7. **Punch List.** Within twenty (20) days after the Landlord's Delivery Date, Tenant shall deliver to Landlord a punch list setting forth the Landlord's Work remaining to be done on the Premises in accordance with the Landlord's Plans, and Landlord shall promptly commence and with due diligence shall proceed to perform and complete the work set forth on said punch list. If all such work has not been completed by Landlord within sixty (60) days after receipt of such punch list, Tenant shall have in addition to any other right or remedy the right, but not the obligation, to complete said work and to deduct the cost and expense thereof from all sums which become due and payable to Landlord hereunder. Tenant shall have the right, from time to time during the first sixty (60) days after Landlord's Delivery Date, to add to such punch list any items which Tenant later discovers remain to be done, and, for such items, said thirty (30) day period shall be extended to thirty (30) days after such item or items are added to the punch list. This paragraph is intended to apply only to minor finish items which are reasonably observable and are typically included on a "punch list" as a result of a "walk-through" inspection and shall not obligate Tenant to conduct tests or open any finished surface or other portion of the work or to limit Tenant's rights or remedies with respect to incomplete work or other defects in construction or breach of warranties, which shall continue for one (1) year following the Landlord's Delivery Date.

8. **Permits.** Landlord agrees to assist and cooperate fully with Tenant in obtaining any and all such permits, licenses, approvals and certificates in connection with the Premises. Landlord shall be responsible for any other permits necessary for the operation and/or development of the Shopping Center.

Schedule A to Exhibit B



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EXHIBIT "B-1"

Survey Requirements

The Survey Requirements:

1. Field Note Description . The Survey should contain a certified metes and bounds description and should comply with the following requirements:

   (a) The beginning point should be established by a monument located at the beginning point, or by reference to a nearby monument.

   (b) The sides of the Land should be described by giving the distances and bearings of each.

   (c) The distances, bearings, and angles should be taken from a recent instrument survey, or recently recertified instrument survey, by a professional engineer or registered surveyor who in either case shall be duly licensed by the State of Illinois to perform the services contemplated and required hereunder.

   (d) Curved sides should be described by data including: length of arc, radius or circle for the arc and chord distance, and bearing.

   (e) The legal description should be a single perimeter description of the Land.

   (f) The description should include a reference to all streets, alleys, and other rights-of-ways that abut the Land surveyed, and the width of all rights-of-way mentioned should be given the first time these rights-of-way are referred to.

   (g) If the Land surveyed has been recorded on a map or plat as part of an abstract or subdivision, reference to such recording data should be made.

1. Lot and Block Description. If the Land is included within a properly established recorded subdivision or addition, then a lot and block description shall be included with the metes and bounds description. The lot and block description must completely and properly identify the name and designation of the recorded subdivision or addition and give the recording information therefor.

3 Map or Plat. The Survey should also contain a certified map or plat showing the following:

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(a) The Land to be covered by the deed or Lease Agreement.

(b) The relation of the point of beginning of said Land to the monument from which it is fixed. The point of commencement and the point of beginning shall be marked by arrows pointing to "POC" and "POB."

(c) Monuments for corners and points of curve.

(d) All easements showing recording information therefor by volume and page.

(e) The established building line, if any.

(f) All easements appurtenant to said Land.

(g) The boundary line of the street or streets abutting the Land and the width of said streets, with an arrow touching each side of said streets and "ROW" shown.

(h) Encroachments and the extent thereof in terms of distance upon said Land or any easement appurtenant thereto.

(i) All items referenced in the field note description.

(j) The total acreage and/or square feet of the Land, together with the total square feet of the Land net or exclusive of any and all easements, rights-of-way, roads and similar encumbrances covering the Land.

(k) The Survey should also contain all structures and improvements on said Land with horizontal lengths of all sides and the relation thereof by distances to (i) all boundary lines of the Land, (ii) easements, (iii) established building lines, and (iv) street lines.

(l) The Survey shall be a topographical survey with one foot (1') contours, and showing spot elevations of curbs, gutters, manholes, drainage structures and other matters affecting or which might affect Tenant's development of the Land.

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EXHIBIT F

INSPECTIONS

(c) **Inspections.** Through the Closing Date, but upon prior notice to Seller and its broker, Seller shall allow Purchaser and Purchaser's officers, employees, agents, attorneys, accountants, consultants, architects and engineers (collectively "Purchaser's Agents") access to the Real Property, and to the books and records (including without limitation all documents, Permits, reports, studies and other instruments, items and materials) in Seller's possession or reasonable control relating to the Property, without charge and at all reasonable times, for the purpose of making such inspections, tests and verifications (collectively,

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EXHIBIT G

GUARANTY

WHEREAS, a certain Lease dated _____, 2022, has been or will be executed by and between GW CRYSTAL LAKE LLC, as Landlord, and GUZMAN Y GOMEZ NAPERVILLE, LLC, as Tenant, covering certain Premises described in the lease, commonly known as 5417 – 5501 Northwest Highway, Crystal Lake, Illinois.

WHEREAS, the Landlord has required as a condition of its execution of said Lease that the Undersigned guarantee the performance of the obligations of Tenant to the extent set forth herein; and

WHEREAS, the Undersigned is desirous that Landlord enter into said Lease with Tenant.

NOW, THEREFORE, in consideration of the execution of said Lease by Landlord, the Undersigned hereby unconditionally guarantees the full performance of each and all of the terms, covenants and conditions of said Lease to be kept and performed by Tenant as provided herein, including the payment of all rentals and Other Charges to accrue thereunder. The Undersigned further agrees as follows:

1. This Guaranty shall not be released, diminished or otherwise affected by:

    a. Any assignment of said Lease by Tenant, with or without the consent of Landlord, unless otherwise agreed to by Landlord.

    b. The assignment or transfer of Landlord's interest in said Lease.

    c. The bankruptcy, reorganization or insolvency of Tenant or any successor or assignee thereof or any disaffirmance or abandonment by a trustee of Tenant.

    d. The granting of extensions of time by Landlord with respect to the performance of any of the terms or provisions of said Lease.

    e. Any deferral, reduction or compromising of any rental or other charge due Landlord under the provisions of said Lease.

    f. The failure by Landlord to require performance of any term or provision of said Lease or to exercise any rights, power, or remedy granted to Landlord in said Lease.

    g. Any extension or renewal of the Term or any period during which Tenant holds over or remains in possession, with or without the consent of Landlord, of all or any part of the Premises after the expiration of said Term.

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2. The liability of the Undersigned under this Guaranty shall be continuing, irrevocable and primary and in any right of action which shall accrue to Landlord under said Lease, Landlord may, at its option, proceed against the Undersigned without having commenced any action against Tenant, or Landlord may proceed against Tenant without having commenced any action against the Undersigned. In either event, the election by Landlord to proceed against only the Tenant or the Undersigned shall not release the other from liability under the Lease or this Guaranty.

3. The Undersigned agrees that, in lieu of any right to indemnification that the Undersigned might have as against Tenant, which right is hereby waived, the Undersigned shall be subrogated to the rights of Landlord to the extent that the Undersigned fully satisfies and discharges Tenant's obligations under the Lease. This right of subrogation shall be the Undersigned's sole remedy against Tenant.

4. The Undersigned shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in recovering possession of the Premises or in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty.

5. The Undersigned hereby waives notice of any demand by Landlord as well as any notice of default given to Tenant.

6. The Undersigned waives any right, statutory or otherwise, to be discharged from liability hereunder by reason of Landlord's failure, after demand from the Undersigned, to bring suit against Tenant and further waives notice of Landlord's acceptance of this Guaranty.

7. The Undersigned's liability for obligations of Tenant arising or accruing while the Lease is in effect, or arising out of the Lease or during the Term thereof, shall survive any repossession of the Premises by Landlord and any subsequent expiration or termination of said Term.

8. The Undersigned hereby acknowledges and agrees that Landlord is relying on the assets of the Undersigned as presented by said Undersigned to Landlord as of the date of this Guaranty. The Undersigned hereby represents warrants and covenants not to transfer any such assets except upon receipt of reasonable consideration therefor representing the full value thereof.

9. Notwithstanding anything to the contrary contained herein, it is hereby acknowledged and agreed that if, after the tenth (10^{th}) Lease Year, Tenant assigns the Lease to an entity with a Tangible Net Worth of $50,000,000.00 and such entity that is primarily based in the United States of America, then, provided that Tenant is not in default of the Lease beyond any applicable cure period, upon such assignment (and the assumption of the Lease by such entity) Tenant and the Undersigned will be released from any and all liability under the Lease arising from and after the date of such assignment. In addition, provided that Tenant is not in default of the Lease beyond any applicable cure period, the Undersigned shall have the right, at any time following the expiration of the tenth (10^{th}) Lease Year, to assign this Guaranty and the obligations hereunder to an entity having a Tangible Net Worth of $50,000,000.00 and such entity is primarily based in the United States of America and

upon such assignment and the assumption by such successor guarantor the Undersigned shall be released of liability hereunder.

The use of the singular herein shall include the plural. All capitalized terms not specifically defined herein shall have the same meaning as defined in the Lease unless the context requires otherwise. The obligation of two or more guarantors shall be joint and several and if the guarantors are husband and wife, this Guaranty shall bind the separate property and estate of each spouse as well as the total of their combined property and estates (regardless of however such property or estates may be designated, whether community, marital or otherwise) to which either may have any claim or interest whatsoever based upon their marital status. This Guaranty shall be binding upon the heirs, successors and assigns of the Undersigned and shall inure to the benefit of Landlord and any person or entity which shall hereafter acquire Landlord's interest in said Lease. The Undersigned agrees that Landlord shall have the right (but not the obligation) to bring any action or other proceeding under or in connection with this Guaranty in the State of Illinois, and that Landlord shall have the further right to designate what the venue of such action or proceeding shall be.

The parties hereto hereby agree that this Continuing Guaranty of Lease guaranteeing Tenant's performance under the Lease may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute one and the same Continuing Guaranty of Lease which is intended to be binding upon each of the guarantors, jointly and severally, and otherwise in accordance with the foregoing provisions hereof.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, this Guaranty has been executed by the Undersigned

Effective as of the date of the Lease set forth above.

GUZMAN Y GOMEZ (HOLDINGS) LTD.

By: DocuSigned by: Gaetano Alfred Russo 84F8791EFB354CA

Name: Gaetano Alfred Russo

Title: Chairman

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EXHIBIT H

PERMITTED ENCUMBRANCES

1. Terms, conditions and provisions made by the City of Crystal Lake of a notice of proposed annexation recorded August 12, 1998 as document number 98R052853.

2. Terms, conditions and provisions made by the City of Crystal Lake as to an annexation agreement recorded August 26, 1998 as document number 98R056515.

3. Terms, conditions and provisions of ordinance no. 5076 made by the City of Crystal Lake annexing said parcel recorded August 26, 1998 as document number 98R056516.

4. Driveway Easement Agreement by and between Algonquin State Bank, as trustee under trust agreement dated October 1, 1985 and known as trust number 1218 and Home State Bank/National Association, as trustee under the provisions of a trust agreement dated June 13, 1996 and known as trust number 4439 and the easement provisions and grantees as set forth in the instrument recorded June 11, 2004 as document number 2004R0052681.

5. An encroachment of the Gravel situated on said Land into or onto the adjoining land on the West, as disclosed by ALTA/NSPS Land Title Survey project number 18-104 prepared by Chad D. Howard of Meridian Land Surveying Co., dated August 10, 2018.

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EXHIBIT I

DECLARATION

[ATTACHED]

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This Document Prepared By and
After Recording Please Return To:

Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606
Attention: David N. Tanner

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered into this 9th day of April, 2021, by **GW CRYSTAL LAKE LLC**, an Illinois limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property situated in the City of Crystal Lake ("Crystal Lake"), McHenry County, State of Illinois, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, which real property is made up of three (3) separate parcels, legally described on Exhibit A and referred to herein individually as "Parcel 1", "Parcel 2", and "Parcel 3".

B. Declarant intends to develop or allow or cause the development of Parcels 1, 2 and 3 as retail/commercial sites.

C. Declarant desires to impose certain easements upon the Parcels (as hereinafter defined), and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcels 1, 2 and 3, and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and restrictions herein contained, the Declarant does hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Parcels shall be

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maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarant and its respective successors and assigns, covenants and agrees as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

1.1 The term "Access Drive Work" shall refer to the work of the Owners of each of the Parcels in performing the construction of the driveway in the Driveway Easement Area in accordance with this Declaration, as and when such work may be completed.

1.2 The term "Contractor(s)" shall refer to any contractors and/or subcontractors retained to perform the Access Drive Work upon the Development Parcel on behalf of the Owners.

1.3 The term "Development Parcel" shall mean the real property legally described on Exhibit A attached hereto and made a part hereof, and shown on the Site Plan attached hereto as Exhibit B.

1.4 The term "Driveway Easement Area" shall mean that driveway area as identified as the "Access Easement" on Exhibit C attached hereto, and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as indicated on the Site Plan.

1.5 The term "Governmental Authorities" means any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

1.6 The term "Governmental Requirements" means all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and thereafter amended, of any Governmental Authorities.

1.7 The term "Green Space Easement Area" shall mean that area as identified as the "Greenspace Area" on the Site Plan, together with any Green Space Improvements.

1.8 The term "Green Space Improvements" shall mean any improvements required by the Governmental Authorities including the City of Crystal Lake, to be located on the Green Space Easement Area for public use including, without limitation, any boardwalk or walkways and related amenities such as benches, gazebos and other similar items as may be required by the Governmental Authorities including the City of Crystal Lake.

1.9 The term "Owner(s)" shall mean Declarant, so long as the Declarant owns a Parcel, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

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1.10 The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as described on Exhibit A, that is, Parcels 1, 2 and 3, and any future subdivisions thereof.

1.11 The term "Permittee(s)" shall mean the tenant(s), subtenant(s) or occupant(s) of a Parcel, and the respective employees, agents, Contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s), subtenant(s) or occupant(s).

1.12 The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit B and by reference made a part hereof. Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only of the items expressly described as being on the Site Plan hereunder and, during the initial construction of the Development Parcels by Declarant, any other markings or designations set forth thereon are subject to change by the Declarant from time to time as may be necessary or desirable by the Declarant, subject to the terms and limitations hereof.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Declarant hereby declares that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following non-exclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

2.1.1 Access Easement. An easement for access, ingress and egress over the paved driveways, roadways and walkways as presently or hereafter constructed and located on the Driveway Easement Area on the Development Parcel, for access, ingress, egress and for vehicular and pedestrian traffic between the Parcels, to and from adjacent streets and rights of way. Such easement shall not be construed to constitute a public dedication of the Development Parcel.

2.1.2 Green Space Easement. An easement for access, ingress and egress over the Green Space Easement Area and Green Space Improvements, as presently or hereafter constructed on the Development Parcel, or any portion thereof, for access, ingress and egress between the Parcels and other adjacent parcels, and once such Green Space Improvements are constructed, for access and use by the public. Each Owner understands and agrees that the applicable Governmental Authorities shall have the right to access the Green Space Easement Area for the purposes of constructing and maintaining any Green Space Improvements. Such easement shall not be construed to constitute a public dedication of the Development Parcel.

2.1.3 Maintenance Easement. The Owners, and their Permittees, if any, shall have an easement over, across and upon the portions of the Development Parcel as are reasonably necessary to perform the Access Drive Work set forth in Section 3 of this Declaration. The Owners shall not assert against each other any claims for any losses, damages, liabilities or expenses incurred or sustained by any of them on account of injury to persons or damage to property arising out of or in connection with the Access Drive

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Work and will solely seek damages or other remedies available to it at law or equity against the Contractors. The Owners shall cooperate with the Contractors to schedule time for any Access Drive Work (other than in an emergency situation requiring immediate attention) that will not interfere in any material respect with: (i) any tenant or occupant of the Parcels; (ii) work being done at or upon the Parcels; or (iii) any business being conducted at or upon the Parcels.

2.2 Indemnification. Except as otherwise provided for in this Declaration, each Owner ("Indemnifying Owner") having rights with respect to an easement granted hereunder shall indemnify, defend and hold the Owner whose Parcel is subject to the easement and its Permittees harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Indemnifying Owner, its Permittees, or others acting on behalf of such Indemnifying Owner.

2.3 Reasonable Use of Easements; Temporary Construction License.

2.3.1 No Interference. The easements granted pursuant to Section 2.1 above and the license provided under Section 2.3.2 below shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to: (i) unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith; and/or (ii) cause windows, visibility from the public way, or signage on Parcels 1, 2 and 3 to be blocked, blackened or otherwise materially interfered with.

2.3.2 Access. In furtherance of the easements provided under Section 2.1 and as otherwise required or permitted under this Declaration, once commenced, any construction, maintenance, repairs restoration, alterations or reconstruction undertaken in reliance upon an easement or license granted herein shall be diligently prosecuted to completion and consistent with Crystal Lake's approved building permits and construction phasing approvals, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements granted herein, or to prosecute work on such Owner's own Parcel (if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel), shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees and in accordance with any other applicable provision set forth in this Declaration. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall, at its sole cost and expense, repair with due diligence any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall indemnify and hold harmless

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the other Owner and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

3.1 General. Each Owner shall maintain or cause to be maintained its Parcel, at its sole cost and expense, in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris and such maintenance shall be consistent with all Governmental Requirements and any other operative document issued by Crystal Lake affecting the Development Parcel. Notwithstanding any provision of this Declaration, no Owner shall take any action which does not comply with any Governmental Requirements, nor shall any Owner take any action which jeopardizes the compliance of the Development Parcel with any Governmental Requirements.

3.2 Buildings and Appurtenances Thereto. Each Owner and/or its Permittee, at its discretion and to the extent allowable pursuant to an agreement between the Owner and its Permittee ("As Applicable and Agreed Upon"), covenants to maintain (or cause to be maintained), at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild (or cause to be repaired, restored or rebuilt) such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) demolish and remove (or cause to be demolished and removed) all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this Section 3.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.

3.3 Utility Facilities. Each Owner and/or its Permittee, As Applicable and Agreed Upon, shall at all times during the term of this Declaration operate and maintain (or cause to be operated and maintained) in good order, condition and repair, at its sole expense, the utility lines, including but not limited to water supply lines, sanitary sewer, storm sewer, electrical, gas, telephone, cable television, water lines, and related systems, structures, mains and conduits (collectively, "Utility Facilities") which are located on its Parcel.

3.4 Storm Water and Sewer. Each Owner and/or its Permittee, As Applicable and Agreed Upon, shall at all times during the term of this Declaration operate and maintain (or cause to be operated and maintained) in good order, condition and repair, at its sole expense, any storm water, storm sewer lines, storm water detention structures or other installations located on its respective Parcel.

3.5 Access Drive Work.

3.5.1 During the term of this Declaration, any and all Access Drive Work shall be performed by the Owners of each Parcel with respect to that portion of Driveway

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Easement Area located on such Owner's parcel, in good order, condition and repair and in compliance with all Government Requirements, or an Owner may retain the services of contractors to perform such Access Drive Work, at such Owner's cost and expense, and at such time an Owner (i) has obtained any and all approvals necessary or desirable, in such Owner's sole discretion, from the Governmental Authorities (collectively, the "Governmental Approvals") for the development of such Owner's Parcel, and (ii) has elected to move forward with such development and/or the construction of the portion of the Driveway Easement Area located on such Owner's Parcel. Except as otherwise provided in Section 3.5.2 below, unless and until an Owner elects to pursue the development of such Owner's Parcel and/or the construction of the Driveway Easement Area on such Owner's Parcel in accordance with Governmental Requirements, such Owner shall have no obligation to perform any Access Drive Work for the portion of the Driveway Easement Area located on such Owner's Parcel. For the avoidance of any doubt, each Owner understands and agrees that, except as otherwise provided in Section 3.5.2 below, an Owner may elect not to develop any portion of the Driveway Easement Area on such Owner's Parcel. From and after the date an Owner has completed construction of the Driveway Easement Area located on an Owner's Parcel, such Owner shall maintain the portion of the Driveway Easement Area located on such Owner's Parcel in accordance with this Declaration.

3.5.2 With respect to Parcel 2, the Owner of Parcel 2 agrees to complete the Access Drive Work as part of such Owner's development of Parcel 2 in compliance with all Governmental Requirements. In performing such Access Drive Work, the Parcel 2 Owner shall complete those portions of the Driveway Easement Area located on Parcel 2 and depicted on Exhibit C attached hereto and pursuant to plans and specifications approved by the Governmental Authorities, including, without limitation, (i) the driveways, aisles and "right-in" and "right-out" curb cuts providing direct access to and from U.S. Northwest Highway 14 to the Driveway Easement Area depicted on Exhibit C attached hereto, and (ii) the driveways, aisles and curb cuts connecting the Driveway Easement Area between Parcel 2 and Parcel 1, as depicted on Exhibit D attached hereto. Parcel 2 Owner acknowledges and agrees that such Access Drive Work shall be completed prior to the issuance of the certificate of occupancy for the buildings to be constructed on Parcel 2.

3.6 Parking and Driveway Easement Area. Each Owner and/or its Permittee, As Applicable and Agreed Upon, shall at all times during the term of this Declaration, operate and maintain (or cause to be operated and maintained), at its sole cost and expense, the Driveway Easement Area and all parking, driveways, sidewalks and landscaping located on its Parcel, if any, in good order, condition and repair. Following the construction of improvements located upon each Parcel, maintenance shall include, without limitation, maintaining and repairing the Driveway Easement Area located on its Parcel, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris, snow and ice removal and other refuse, and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the Driveway Easement Area, the parking areas and roadways, directional markings and signs, lines and striping as needed, landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such areas in a

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clean, safe and orderly condition. Subject to Section 4, each Owner As Applicable and Agreed Upon reserves the right to alter, modify, reconfigure, relocate and/or remove the parking and driveway areas located on its Parcel and to construct, expand or relocate any building on its Parcel, provided: (i) the reciprocal easements between the Parcels pursuant to Section 2.1.1 shall not be closed, except for the shortest time practicable and shall not be materially impaired; (ii) the driveway located within the Driveway Easement Area shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners (which the Owners may withhold in their sole discretion); (iii) the same shall not violate any of the provisions and easements granted in Section 2; and (iv) to the extent required by any Governmental Authorities, Crystal Lake approves such modifications.

3.7 **Performance of Work**. Any construction or work performed by any Owner or its Permittees pursuant to this Section 3 shall be performed in such a manner so as not to: (i) unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith (to the extent the same is commercially reasonable, and excluding interior work being performed outside of each Owner's and its Permittee's business hours, except in the case of an emergency); and/or (ii) cause windows, visibility from the public way, or signage on Parcels 1, 2 and 3 to be blocked, blackened, or otherwise materially interfered with.

4. **Construction of Improvements**.

4.1 **General**. Every building, now or in the future constructed on the Parcels shall be constructed in a good and workmanlike manner, free and clear of liens so that the same is in compliance with all Governmental Requirements and so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel. Once commenced, any construction undertaken within the Development Parcel shall be diligently prosecuted to completion so as to minimize any interference with the business of any other Owner and its Permittees.

4.2 **Guidelines**. In connection with any initial construction, reconstruction, repair or maintenance on its Parcel, each Owner reserves the right, at its expense, to create a temporary staging and/or storage area on its Parcel at such location as will not unreasonably interfere with access between the Parcels and the other areas of the Development Parcel or with any business being conducted thereon. Prior to the commencement of any work which requires the establishment of such a temporary staging and/or storage area on its Parcel, an Owner shall give at least ten (10) days' prior notice to the other Owners of the proposed location of such staging and/or storage area. If substantial work is to be performed, the constructing Owner shall, at the reasonable request of any other Owner, fence such staging and/or storage area. Except as may be agreed upon between Owners pursuant to a separate license agreement with terms and conditions which do not contradict or conflict with the provisions of this Declaration, all storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Parcel, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located upon the constructing Owner's Parcel. Each Owner shall be responsible for the daily removal of construction debris from such construction activities on its Parcel and shall perform daily

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cleanup of its Parcel during such construction. Upon completion of such work, the constructing Owner shall, at its expense (i) promptly dismantle, remove and dispose of any temporary fencing or enclosures and any excess materials from its Parcel, and (ii) restore any damaged portion of the Development Parcel to a condition equal to or better than that existing prior to commencement of such work.

5. Restrictions.

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable Governmental Requirements, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

5.2 Exclusive Uses. No person or entity, except the Owner of Parcel 2 or its Permittees, shall sell, lease, manage, use or occupy any space within the Development Parcel for a restaurant or food service establishment which derives more than thirty percent (30%) of its annual gross sales from preparing, serving or selling de-boned chicken products, such as Chick-Fil-A, Abner's, Guthrie's, Zaxby's, PDQ, Slim Chickens, Buffalo Wild Wings or any other restaurant or food chain which specialized in the sale of de-boned chicken products. Notwithstanding anything set forth herein to the contrary, the operation of the following within the Development Parcel shall be permitted: (i) a "Panda Express", (ii) a "Wendy's" restaurant, (iii) a Guzman y Gomez Mexican Kitchen restaurant, and (iv) a "Krispy Kreme Donuts."

5.3 Leases. All leases related to the Development Parcel that are entered into after the date of this Declaration shall contain a provision expressly providing that the lease is subject to this Declaration.

5.4 Memorandum of Lease. The Owners shall have the right to cause a memorandum of lease affecting the Development Parcel to be recorded against the Development Parcel from time to time (each, a "Memorandum of Lease"). The Owners covenant that any such Memorandum of Lease will not materially or adversely affect the Parcels or access to the Parcels.

6. Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain (or cause to be procured or maintained) general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars ($2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Notwithstanding the foregoing, any Owner, tenant or occupant of a Parcel may elect to self-insure the coverages required to be carried by such person or entity pursuant to this Declaration (so long as it has a net worth in excess of $100,000,000) and/or carry insurance required hereunder under (i) a combination of primary and excess policies with coverage specifically allocated to such Owner's Parcel and/or (ii) master or blanket policies of insurance. All insurance required to be maintained (excluding self-insurance) shall be maintained by insurance companies authorized to

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do business the State of Illinois having a current A.M. Best rating of no less than A-/VII. Notwithstanding anything in this Section 6 to the contrary, so long as Parcel 2 is being used for the operation of a Raising Cane's Chicken Fingers restaurant, the Owner of Parcel 2 or any tenant or occupant of Parcel 2 shall have the absolute right to self-insure up to $250,000 of the insurance coverages required herein without being subject to any net worth requirement.

7. Taxes and Assessments. Each Owner shall pay (or cause to be paid) all taxes, assessments, or charges of any type levied or made by any Governmental Authority with respect to its Parcel.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcels 1, 2 and 3. No easements, except those expressly set forth in Section 2 shall be implied by this Declaration.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, which is not cured within thirty (30) days after the breaching person's or entity's receipt of written notice thereof (or if the nature of the breach is such that more than thirty (30) days are reasonably required for its cure, then such person or entity shall not be deemed to be in default if such person or entity commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion), the other Owner(s) and Permittees (to the extent allowable pursuant to an agreement between the Owner and its Permittee) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration (the "Defaulting Owner") within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the Defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), any Owner (and/or its Permittees to the extent its Permittees have self-help rights under their agreement(s) with an Owner (the "Non-Defaulting Owner") shall have the right to perform such obligation contained in this Declaration on behalf of such Defaulting Owner and be reimbursed by such Defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time, by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of: (i) an emergency; (ii) blockage or material impairment of the easement rights; and/or (iii) the unauthorized parking of vehicles, an Owner (and/or its Permittees to the extent its Permittees have self-help rights under their agreement(s) with an Owner) may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

McHenry County Recorder JOSEPH J TIRIO # 2021R0018841

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PRELIMINARY TITLE REPORT

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (and/or its Permittee to the extent allowable pursuant to an agreement between the Owner and its Permittee) in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Recorder's Office; provided, however, that any such Assessment Lien shall be subject and subordinate to: (i) liens for taxes and other public charges which by applicable law are expressly made superior; (ii) all first mortgage liens, whenever recorded, and all liens recorded in the Recorder's Office prior to the date of recordation of said notice of lien; and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein (except first mortgage liens) shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Section 2, 3, 4, or 5 of this Declaration, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees may not have adequate remedies at law. As a result, in the event of a violation or threat thereof of any of the provisions of Sections 2, 3, 4, or 5 of this Declaration, the non-defaulting Owner and/or its Permittee, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections 2, 3, 4 or 5 of this Declaration.

10. Term. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Recorder's Office ("Effective Date") and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcels 1, 2 and 3 in accordance with Section 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party, after a final

McHenry County Recorder JOSEPH J. TIRIO # 2021R0019841

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adjudication, shall be entitled to recover from the non-prevailing party its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment. The Owners agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcels 1, 2 and 3, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Recorder's Office.

11.3 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned, or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that, except as otherwise expressly set forth herein, each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. Notwithstanding the foregoing, the provisions of this Declaration shall not modify the respective obligations or liability of a landlord or tenant under any agreement between the Owner of a Parcel and any Permittee thereof.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Declaration and the application thereof to Parcels 1, 2 and 3 are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal

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McHenry County Recorder JOSEPH J TIRIO # 2021R0019841

21-19841 CCR 04-12-2021
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PARCEL IDENTIFICATION ONLY
RIGHT OF MCHENRY COUNTY RECORDER

description, Declarant agrees to promptly cause such legal description to be prepared. Ownership of all of the Parcels by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

11.9 Time of Essence. Time is of the essence of this Declaration.

11.10 Entire Agreement. This Declaration and all exhibits attached hereto contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of Declarant are as follows:

Owner of Parcel 1: GW Crystal Lake LLC
2211 N. Elston Ave., Suite 304
Chicago, Illinois 60614
Attention: Mitch Goltz

with a copy to: Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606
Attention: David N. Tanner, Esq.

Owner of Parcel 2: GW Crystal Lake LLC
2211 N. Elston Ave., Suite 304
Chicago, Illinois 60614
Attention: Mitch Goltz

with a copy to: Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606
Attention: David N. Tanner, Esq.

Owner of Parcel 3: GW Crystal Lake LLC
2211 N. Elston Ave., Suite 304
Chicago, Illinois 60614
Attention: Mitch Goltz

with a copy to: Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606
Attention: David N. Tanner, Esq.

McHenry County Recorder JOSEPH J TIRIO # 2021R0019841

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11.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.

11.13 Estoppel Certificates. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, Declarant agrees that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 Counterparts. This Declaration may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

11.16 Mortgage Subordination. Any mortgage or deed of trust affecting any portion of any Parcel shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee sale, shall acquire title subject to all the terms and conditions of this Declaration.

11.17 License to Crystal Lake. Declarant, through this Declaration, hereby grants to Crystal Lake, its agents and employees, a license in perpetuity, which license shall solely allow but not require Crystal Lake to enter onto the Development Parcel for the express and specific purposes of repairing, maintaining or replacing any and all Utility Facilities or any and all Green Space Improvements, located on the Development Parcel. The license granted herein allows Crystal Lake entry onto and the right to undertake the activities noted herein, but does not require Crystal Lake to do so. Crystal Lake may undertake the rights granted herein, only after reasonable notice to any Owner of the Development Parcel, and failure of any Owner of any Parcel to undertake the necessary repairs or maintenance within a reasonable time. If Crystal Lake determines that there is the need to undertake maintenance, repairs or replacement of the Utility Facilities after any Owner of any Parcel has been afforded reasonable time to make such repairs, Crystal Lake shall be allowed to file a lien against such Owner's Parcel for the costs it has expended on the activities undertaken on such Owner's Parcel.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

McHenry County Recorder JOSEPH J TIRIO # 2021R0019841

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

GW CRYSTAL LAKE LLC,
an Illinois limited liability company

By: _____
Name: Mitch Goltz
Title: Authorized Signatory

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that MITCH GOLTZ, personally known to me to be the Authorized Signatory of GW CRYSTAL LAKE LLC, an Illinois limited liability company, appeared before me this day and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free, voluntary and duly authorized act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of April, 2021.

_____
Notary Public

My commission expires: 7/21/2024

NATALIE ACIERTO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 21, 2024

McHenry County Recorder JOSEPH J TIRIO # 2021R0019841

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CONSENT OF DECLARANT'S MORTGAGEE

Old Plank Trail Community Bank N.A. ("Mortgagee"), holder of that certain Mortgage dated as of 5/7/19 and filed for record on 5/16/19, with the McHenry County Recorder of Deeds as Document Number 2019R0016142 (the "Mortgage"), hereby consents to the execution and recording of this Declaration, to which this Consent of Mortgagee is attached and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, Mortgagee has caused this Consent of Declarant's Mortgagee to be signed by its duly authorized officer on its behalf in Chicago, Illinois, on this 8th day of April, 2021.

Old Plank Trail Community Bank

By: Umar Blaz
Name: Umar
Its: Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF WILL)

I, Cara Hoff, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Umar Blaz, as VP of Old Plank Trail Community Bank N.A. appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8 day of APRIL 2021.

Notary Public

My commission expires: 11/20/22

OFFICIAL SEAL
CARA N HOFF
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/20/2022

Consent of Declarant's Mortgagee

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McHenry County Recorder JOSEPH J TIRIO # 2021R0019841

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PROVIDED FOR PROPERTY INSIGHT SEARCH ORDER

Exhibit A

Development Parcel

PARCEL 1:

LOT 1 IN PAULY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 2008 AS DOCUMENT 2008R0052561, IN THE CITY OF CRYSTAL LAKE, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN PAULY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 2008 AS DOCUMENT 2008R0052561, IN THE CITY OF CRYSTAL LAKE, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RUNNING THEN EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 410 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4, 330 FEET TO A POINT; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4, 155 FEET TO A POINT; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4, 330 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE 155 FEET TO THE PLACE OF BEGINNING (EXCEPTING AND RESERVING THEREFROM THAT PART OF LAND DEDICATED FOR STATE HIGHWAY PURPOSES), IN MCHENRY COUNTY, ILLINOIS ALSO EXCEPTING THEREFROM: THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 9, RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST, 410 FEET, THENCE SOUTH 02 DEGREES 14 MINUTES 06 SECONDS EAST, PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4, 30.02 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING SOUTH 02 DEGREES 14 MINUTES 06 SECONDS EAST, PARALLEL WITH THE SAID WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 3.30 FEET, THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST, A DISTANCE OF 137.10 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 36 SECONDS EAST, 17.87 FEET; THENCE NORTH 02 DEGREES 14 MINUTES 06 SECONDS WEST, 2.48 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 37 SECONDS WEST, A DISTANCE OF 155.00 FEET, TO THE PLACE OF BEGINNING, SITUATED IN MCHENRY COUNTY, ILLINOIS.

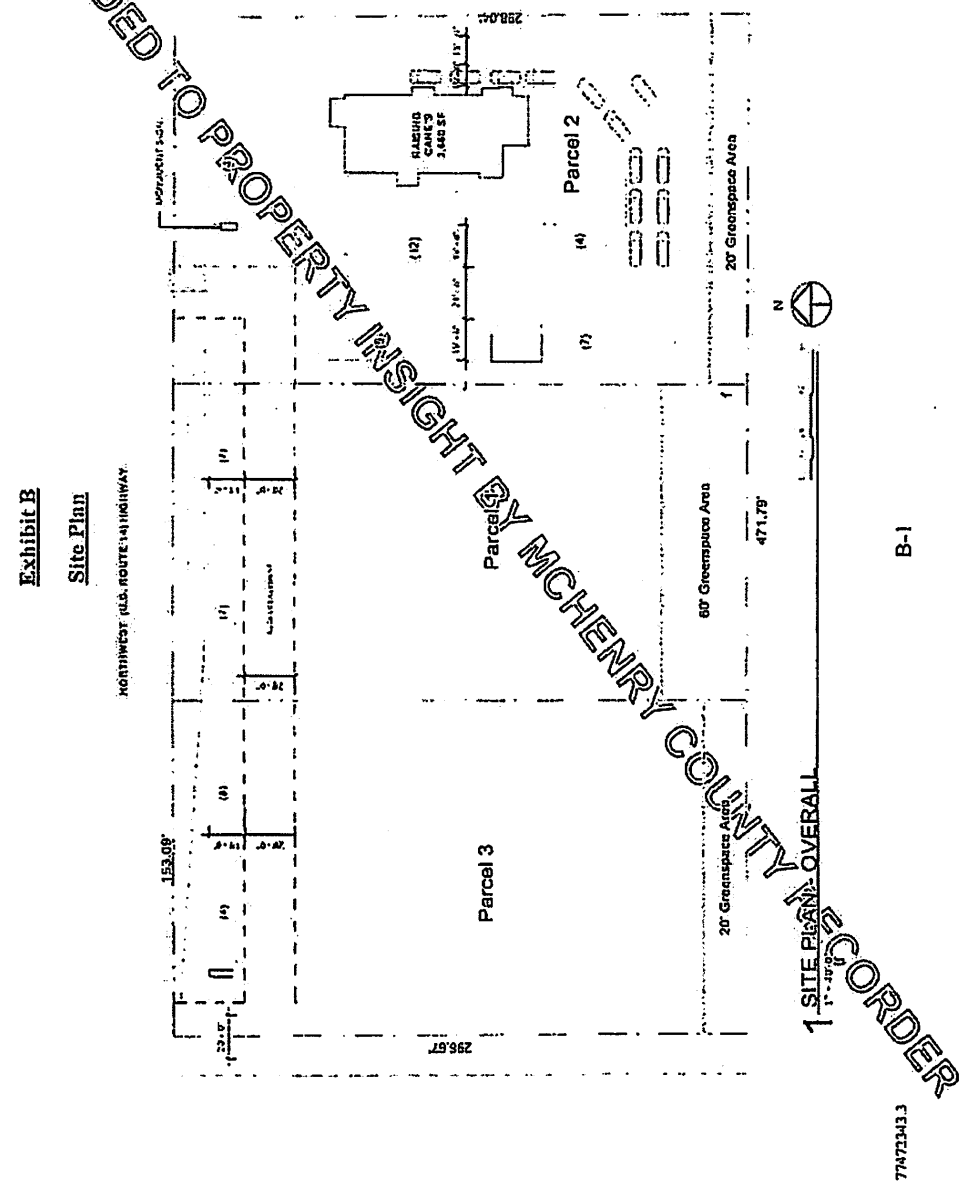
KNOWN AS: 5417-5501 NORTHWEST HIGHWAY, CRYSTAL LAKE, ILLINOIS

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McHenry County Recorder JOSEPH J. TIRIO # 2021R0019841

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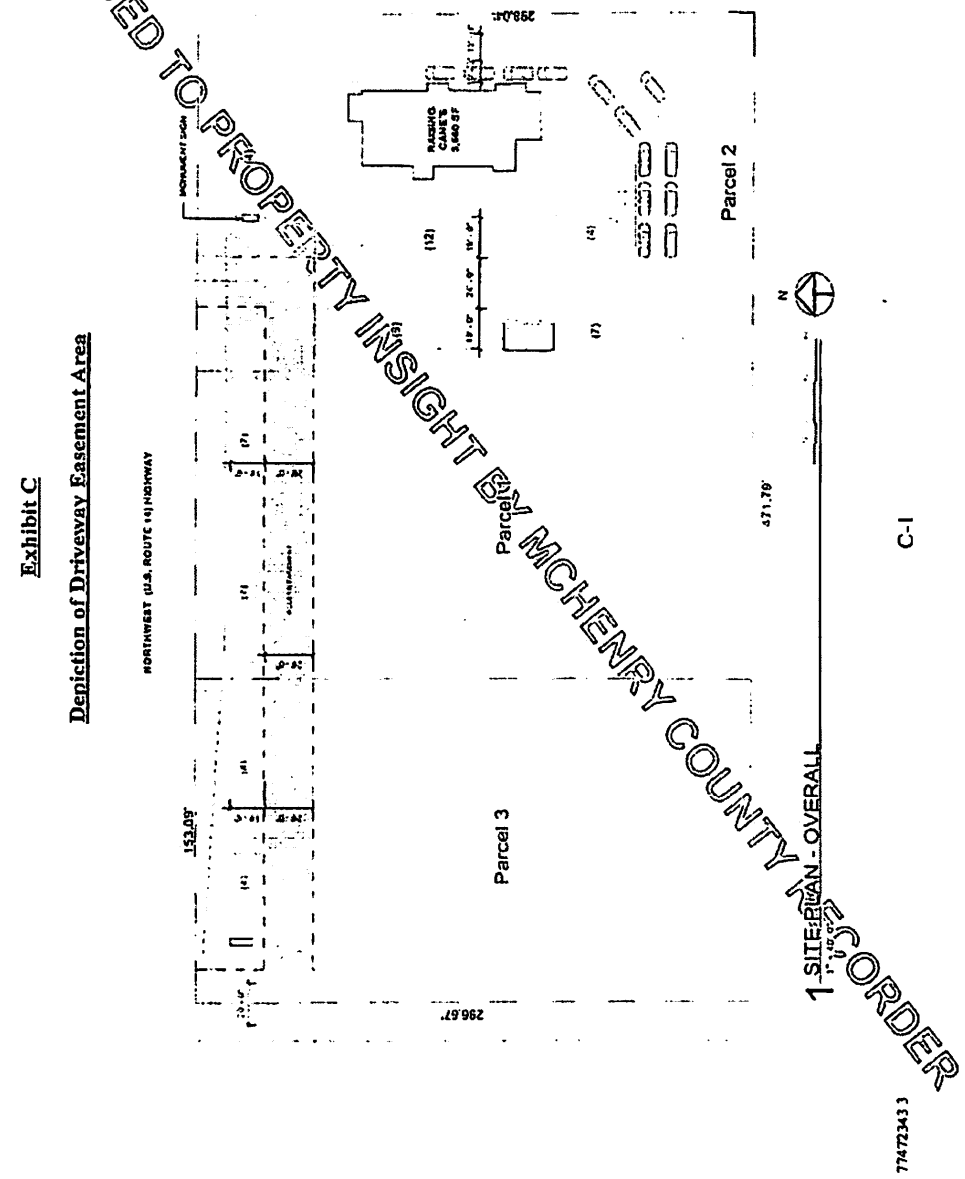


McHenry County Recorder JOSEPH J TIRIO # 2021R0019841

PROVIDED TO PROPERTY INSIGHT BY MCHENRY COUNTY RECORDER

Exhibit C

Depiction of Driveway Easement Area

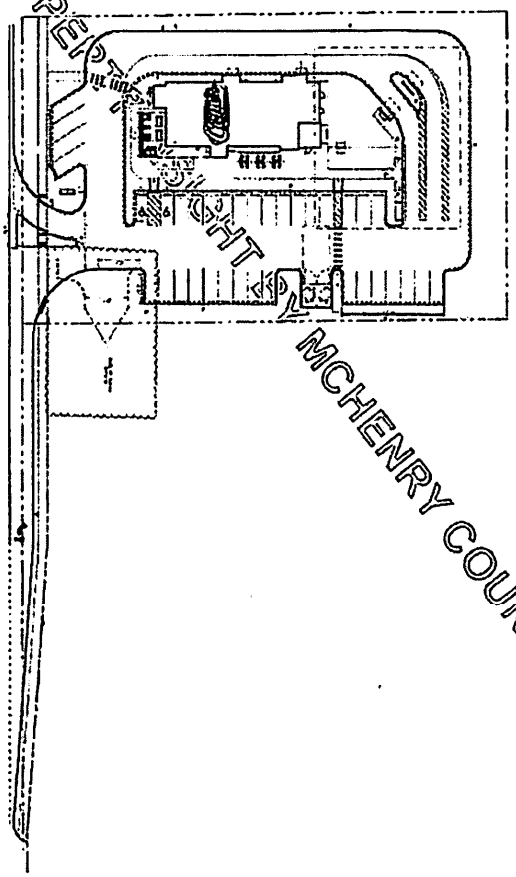


McHenry County Recorder JOSEPH J TIRIO # 2021R0019841

PROVIDED TO PROPERTY INSIGHT BY MCHENRY COUNTY RECORDER

Exhibit D

Depiction of Driveway Easement Area Cross Access Curb Cut Connecting Parcel 2 with Parcel 1



Cross Access Curb Cut Exhibit

D-1

77472343

McHenry County Recorder JOSEPH J TIRIO # 2021R0019841

Signature Certificate

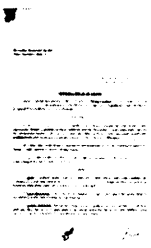
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Author:	Allison Naylor	Creation Date:	18 Feb 2022, 10:35:57, CST	Completion Date:	18 Feb 2022, 10:55:17, CST

Document Details:



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Document Ref:	e8323cdc543f94cfb4d4cdea9c5d65d53ec7b3a8829290c21439b1bf4c0fc517
Document Total Pages:	77



Name:	GYG memorandum 1
Type:	
Document Ref:	a7bc4bc7dfc667801bcbbccec7cbd0cba83cb545302397ea398f611235c45738
Document Total Pages:	5

Document Signed By:

Name:	Mitchell Goltz
Email:	mitch@gwproperties.com
IP:	2601:246:c900:d190:1004:7703:1db9:f500
Location:	HIGHLAND PARK, IL (US)
Date:	18 Feb 2022, 10:55:17, CST
Consent:	eSignature Consent Accepted
Security Level:	Email

Mitchell Goltz

Signer ID: 8TK2ADLJF3...

Document History:

Envelope Created	Allison Naylor created this envelope on 18 Feb 2022, 10:35:57, CST
Invitation Sent	Invitation sent to Mitchell Goltz on 18 Feb 2022, 10:39:14, CST
Invitation Accepted	Invitation accepted by Mitchell Goltz on 18 Feb 2022, 10:54:26, CST
Signed By Mitchell Goltz	Mitchell Goltz signed this envelope on 18 Feb 2022, 10:55:17, CST
Executed	Document(s) successfully executed on 18 Feb 2022, 10:55:17, CST
Signed Document(s)	Link Emailed to mitch@gwproperties.com
Signed Document(s)	Link Emailed to allison@northstone.law
Signed Document(s)	Link Emailed to loxley@northstone.law

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2023

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 be endorsed. If SUBROGATIONIS 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	CONTACT NAME:	
ALLIANCE BROKERAGE CORP/PHS 12127667 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
Guzman Y Gomez Restaurants, LLC 2107 SWIFT DR STE 210 OAK BROOK IL 60523	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		12 SBA AE60L7	01/02/2023	01/02/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			12 SBA AE60L7	01/02/2023	01/02/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 10,000	X		12 SBA AE60L7	01/02/2023	01/02/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Liquor Liability			12 SBA AE60L7	01/02/2023	01/02/2024	Each Common Cause Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32. The Umbrella Liability Supplemental Policy includes Blanket Additional Insured by Contract - Umbrella Endorsement SU 00 02. RE: Guzman Y Gomez Restaurants, LLC d/b/a Guzman Y Gomez located at 5459 Northwest Highway, Crystal Lake, IL 60014

CERTIFICATE HOLDER	CANCELLATION
City of Crystal Lake 100 W WOODSTOCK ST CRYSTAL LAKE IL 60014-4262	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 Susan L. Castaneda

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Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

M'Lady Nissan

Requests: Special Use Permit Amendment to allow a new free-standing sign at 18 feet, 10 inches high and 37.67 square feet in area and less than 10 feet from the property line

Petitioner: Mir Ali, petitioner
5656 Northwest Highway

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting the Special Use Permit Amendment for the free-standing sign for M'Lady Nissan at 5656 Northwest Highway.

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

Background:

- The M'Lady dealership was annexed in 1998. The annexation agreement accepted the signs as-is and allowed for their removal and replacement provided they did not increase in square footage or light intensity.
- M'Lady is **not** agreeing to the condition to add landscape around the sign. However, sign landscaping is a requirement of the UDO for any new or replaced sign. Staff made this same recommendation for the Martin Chevy when they replaced their sign and the landscaping was installed. Staff suggested adding landscape in the existing grass areas near the sign. The PZC suggested removing unnecessary asphalt to add some landscape. The condition allows for the petitioner to work with staff on the landscape location. The current two signs do not have landscaping.
- Changes to the sign:
    - The sign is remaining in the same general setback from Route 14. The location needs to change to avoid the existing underground foundation.

- The sign is reducing the illumination by removing the red illuminated pillars. The sign is going from a traditional lighting element to LED.
- The square footage of the logo sign panel is increasing by approximately two square feet.

PZC Highlights:

- The PZC was concerned with the location and wanted to be sure the sign was not moving closer to the street and the petitioner had enough room for the required landscape.
- The PZC found that this request meets the Findings of Fact.

The PZC recommended **approval (5-0)** of the petitioner's request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bright Light Signs, received 01/11/23)
   B. Sign Plan (AGI, dated 06/15/20, received 01/11/23)
   C. Sign Package (Nissan, undated, received 01/11/23)
   D. Plat of Survey (Mionske, dated 01/22/98, received 01/11/23)

2. The petitioner must install 36 square feet of landscape material along the base of the sign, which must be comprised of evergreen and deciduous trees and shrubs. Provide a landscape plan for staff review and approval.

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

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the SUP Amendment at 5656 Northwest Highway for M'Lady Nissan. Please check one of the choices and sign below.

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

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

I Agree but Line #2 I ABSOLUTELY will NOT Be adding Any Landscape, It is concrete Blacktop.

Petitioner's Name: _____ Date: 2/3/23
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bright Light Signs, received 01/11/23)
   B. Sign Plan (AGI, dated 06/15/20, received 01/11/23)
   C. Sign Package (Nissan, undated, received 01/11/23)
   D. Plat of Survey (Mionske, dated 01/22/98, received 01/11/23)

2. The petitioner must install 36 square feet of landscape material along the base of the sign, which must be comprised of evergreen and deciduous trees and shrubs. Provide a landscape plan for staff review and approval.

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

PIQ Map
5656 Northwest Highway



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AMENDMENT TO ALLOW FOR A NEW FREE-STANDING SIGN AT 18 FEET 10 INCHES AND 37.67 SQUARE FEET IN AREA LESS THAN 10 FEET FROM THE PROPERTY LINE FOR M'LADY NISSAN AT 5656 NORTHWEST HIGHWAY

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-01) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Special Use Permit Amendment to allow a new free-standing sign at 18 feet 10 inches high and 37.67 square feet in area and less than 10 feet from the property line for M'Lady Nissan at 5656 Northwest Highway; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on January 14, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on February 1, 2023, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit Amendment, and

WHEREAS, on February 1, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Special Use Permit Amendment be approved, as documented in the minutes, and

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

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

Section I: That a Special Use Permit Amendment to allow a new free-standing sign at 18 feet 10 inches high and 37.67 square feet in area and less than 10 feet from the property line for M'Lady Nissan at the property commonly known as 5656 Northwest highway (19-04-300-020), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bright Light Signs, received 01/11/23)

Draft

B. Sign Plan (AGI, dated 06/15/20, received 01/11/23)
C. Sign Package (Nissan, undated, received 01/11/23)
D. Plat of Survey (Mionske, dated 01/22/98, received 01/11/23)

2. The petitioner must install 36 square feet of landscape material along the base of the sign, which must be comprised of evergreen and deciduous trees and shrubs. Provide a landscape plan for staff review and approval.

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

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

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

DATED at Crystal Lake, Illinois, this 18th day of April, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: April 18, 2023
Approved: April 18, 2023

Draft

#2023-01
M'Lady Nissan – SUP Amendment
Project Review for Planning and Zoning Commission

Meeting Date: February 1, 2023

Requests: Special Use Permit Amendment to allow a new free-standing sign at 18 feet 10 inches high and 37.67 square feet in area and less than 10 feet from the property line for M'Lady Nissan.

Location: 5656 Northwest Highway

Acreage: Approximately 4.6 acres

Existing Zoning: B-2 General Commercial

Surrounding Properties:

North:	B-2 PUD General Commercial
South:	B-2 PUD General Commercial
East:	B-2 PUD General Commercial
West:	B-2 PUD General Commercial

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- M'Lady Nissan was annexed in June of 1998 as an existing use with existing signage. The annexation agreement stated that provided the free-standing sign was not increasing in size or illumination it could be replaced and not need to comply with current ordinances.
- The proposed sign is about two square feet larger in area than the previous sign. Due to the corporate requirements, M'Lady is unable to alter the proposed sign.

Request:

- To allow a new free-standing sign with a height of 18'10" and 37.67 square feet of copy area that is less than 10 feet from the property line. The height and location match the existing sign approval.

Land Use Analysis:

ZONING

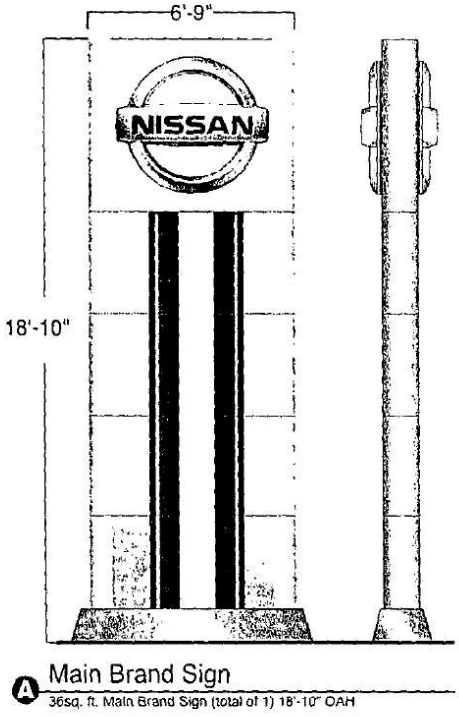
- The site is currently zoned B-2 General Commercial. M'Lady Nissan car dealership is an appropriate use in this zoning district.
- The Comprehensive Land Use Plan designates this area as Commercial. The proposed car dealership use is an acceptable use in the Commercial land use district.

SIGNAGE

- The new sign is the same height and removes the illuminated red pillars.
- The top portion of the new sign will be illuminated with internal LED lighting, the base will not be illuminated.
- Staff has added a condition to add landscape around the sign base to comply with the UDO. This was also a requirement for the Chevrolet dealership.
- The comparison of the two signs is illustrated below:

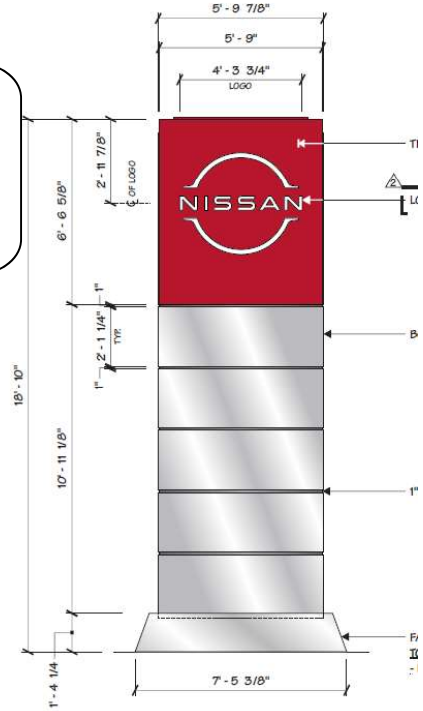






A Main Brand Sign
36sq. ft. Main Brand Sign (total of 1) 18'-10" OAH

-Same Height
-Same Location
-Slightly larger
Square footage



2 1 FRONT ELEVATION
1/4" = 1' - 0"

Findings of fact:

SPECIAL USE PERMIT AMENDMENT

The petitioner has requested a Special Use Permit Amendment to allow changes to one of the free-standing signs to install a new sign with increased square footage. Special Uses require a separate review because of their potential to impact surrounding properties and the orderly development of the City. Section 2-400 B of the Unified Development Ordinance establishes standard for all Special Uses in Crystal Lake. The criteria are as follows:

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.

   ☒ *Meets* ☐ *Does not meet*

2. The use will not be detrimental to area property values.

   ☒ *Meets* ☐ *Does not meet*

3. The use will comply with the zoning districts regulations.

   ☒ *Meets* ☐ *Does not meet*

4. The use will not negatively impact traffic circulation.

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

6. The use will not negatively impact the environment or be unsightly.

   ☒ *Meets* ☐ *Does not meet*

7. The use, where possible will preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standards.

   ☒ *Meets* ☐ *Does not meet*

8. The use will meet requirements of all regulating governmental agencies.

   ☒ *Meets* ☐ *Does not meet*

9. The use will conform to any conditions approved as part of the issued Special Use Permit.

   ☒ *Meets* ☐ *Does not meet*

10. The use will conform to the regulations established for specific special uses, where

applicable.

☒ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Commerce, which allows for existing and future retail uses. The following goal is applicable to this request:

Land Use – Office

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

This can be accomplished with the following supporting actions:

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bright Light Signs, received 01/11/23)
   B. Sign Plan (AGI, dated 06/15/20, received 01/11/23)
   C. Sign Package (Nissan, undated, received 01/11/23)
   D. Plat of Survey (Mionske, dated 01/22/98, received 01/11/23)

2. The petitioner must install 36 square feet of landscape material along the base of the sign, which must be comprised of evergreen and deciduous trees and shrubs. Provide a landscape plan for staff review and approval.

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

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: _____

Action Requested

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

Petitioner Information

Name: Bright Light Sign Co.
Address: 310 Telser Rd
Lake Zurich, IL 60047
Phone: 847-550-8902
Fax: _____
E-mail: permits@brightlightsign.com

Owner Information (if different)

Name: MIR ALI
Address: 56056 Northwest Hwy
Crystal Lake, IL
Phone: 815-459-2288
Fax: _____
E-mail: mir.Ali@mlady.com

Property Information

Project Description: Replace Existing Nissan Ground Sign

Project Address/Location: 56056 Northwest Highway

PIN Number(s): 19 04 300 020

Development Team

Please include address, phone, fax and e-mail

Developer: _____

Architect: _____

Attorney: _____

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: Bright Light Sign 847-550-8902

Signatures

_____

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

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

Mir Ali 12-13-22

OWNER: Print and Sign name **Date**

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

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

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

Owner Information

Name: MIR ALI

Address: 5656 NORTHWEST HIGHWAY
CRYSTAL LAKE IL

Phone: 815-459-2288

E-mail: MIR.ALI@MCADY.COM

Project Name & Description: REPLACE EXISTING NISSAN SIGN.

Project Address/Location: 5656 NORTHWEST HIGHWAY

Signature

MIR ALI 12/13-22

Owner: Print and Sign name Date

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

FROM THE OFFICE OF:
GLENDA L. MILLER
McHENRY COUNTY TREASURER

REAL ESTATE TAX BILL
1ST INSTALLMENT COUPON PAYMENT

MAKE CHECKS PAYABLE TO: McHENRY COUNTY COLLECTOR

THIS IS THE ONLY BILL THAT WILL BE MAILED

Tax Bills Are Mailed To The Taxpayer of Record,
Even If Your Lender Is Responsible For Payment.

1st 2021

00024526

MLADY, JAMES TRS
5656 NORTHWEST HIGHWAY
CRYSTAL LAKE IL 60014-8017

PAID

5-16-22

ASSESSED TO: 5656 NORTHWEST HIGHWAY LLC
PIN: 19-04-300-020

FIRST INSTALLMENT 2021	$61,980.13
INTEREST	
COST	
INSTALLMENT AMOUNT PAID	$0.00
INSTALLMENT BALANCE DUE	$61,980.13
DUE BY 06/06/2022	

19043000200006198013l0

PAID BY: CHECK ___ CASH ___ MAIL ___

FROM THE OFFICE OF:
GLENDA L. MILLER
McHENRY COUNTY TREASURER

REAL ESTATE TAX BILL
2ND INSTALLMENT COUPON PAYMENT

MAKE CHECKS PAYABLE TO: McHENRY COUNTY COLLECTOR

THIS IS THE ONLY BILL THAT WILL BE MAILED

2nd 2021

PAID
8-16-22

MLADY, JAMES TRS
5656 NORTHWEST HIGHWAY
CRYSTAL LAKE IL 60014-8017

ASSESSED TO: 5656 NORTHWEST HIGHWAY LLC
PIN: 19-04-300-020

FIRST INSTALLMENT 2021	$61,980.13
INTEREST	
COST	
INSTALLMENT AMOUNT PAID	$0.00
INSTALLMENT BALANCE DUE	$61,980.13
DUE BY 09/06/2022	

19043000200006198013z3

PAID BY: CHECK ___ CASH ___ MAIL ___

Taxing Body	Rate	Percent	Tax This Year	Tax Last Year
MCHENRY COUNTY	0.657845	6.83	$8,443.72	$8,187.72
MCHENRY COUNTY PENSION	0.078611	0.81	$1,009.01	$1,247.98
MCHENRY CO CONSV	0.221944	2.30	$2,848.75	$2,768.96
COLLEGE DISTRICT 528 MCC	0.329558	3.41	$4,230.01	$4,248.05
COLLEGE DISTRICT 528 MCC PENSION	0.000115	0.00	$1.48	$1.49
SCHOOL DIST 47	3.667790	37.98	$47,077.66	$45,757.20
SCHOOL DIST 47 PENSION	0.136968	1.42	$1,758.04	$1,969.74
SCHOOL DIST 155	2.425083	25.11	$31,126.99	$30,458.10
SCHOOL DIST 155 PENSION	0.050325	0.52	$645.94	$644.35
CITY CRYSTAL LAKE LIBRARY	0.342410	3.55	$4,394.98	$4,370.14
CITY CRYSTAL LAKE LIBRARY PENSION	0.024973	0.26	$320.54	$278.56
CRYSTAL LAKE PARK	0.447475	4.63	$5,743.54	$5,626.37
CRYSTAL LAKE PARK PENSION	0.022853	0.24	$293.32	$332.21
ALGONQUIN TOWNSHIP	0.054295	0.56	$696.90	$690.79
ALGONQUIN TWP RD & BR	0.123082	1.27	$1,579.81	$1,565.88
ALGONQUIN TWP RD & BR PENSION	0.000000	0.00		
CRYSTAL LAKE CITY	0.031065	0.32	$398.73	$494.97
CRYSTAL LAKE CITY PENSION	0.327853	3.39	$4,208.14	$3,659.31
CRYSTAL LAKE FIRE CITY	0.538326	5.57	$6,909.65	$6,810.71
CRYSTAL LAKE FIRE CITY PENSION	0.177092	1.83	$2,273.05	$2,012.09
TOTAL	9.657663	100.00	$123,960.26	$121,125.62

+2834.64

MCHENRY COUNTY 2021 REAL ESTATE TAX BILL

LEGAL DESCRIPTION
DOC 2021R0038467 PT E1/2 SE1/4 SW1/4 /
EX CIR CT 86ED87/

ASSESSED TO:
5656 NORTHWEST HIGHWAY LLC

SITE ADDRESS:
5656 NORTHWEST HWY
CRYSTAL LAKE, IL 60014

If paid after due date, pay amount below which includes 1.5% per month penalty

	FIRST INSTALLMENT	SECOND INSTALLMENT
Jun 07 - Jul 06	$62,909.83	
Jul 07 - Aug 06	$63,839.53	
Aug 07 - Sept 06	$64,769.24	
Sept 07 - Oct 06	$65,698.94	$62,909.83
Oct 07 - Nov 6	$66,628.64	$63,849.53
Nov7 - Nov 10	$67558.34	$64779.24

PIN	19-04-300-020	
Township: ALGONQUIN TWP	Tax Code: 19002	Property Class: 0060
Sub Lot	Acres: 4.6300	
1st Install: $61,980.13	2nd Install: $61,980.13	
Interest	Interest	
Costs	Costs	
Total Paid	Total Paid	
Due By: 06/06/2022	Due By: 09/06/2022	

Fair Cash Value	3,851,010
S/A Value	1,238,105
S/A Multiplier	x 1.0367
S/A Equalized Value	= 1,283,543
Brd. of Review Value	1,283,543
Brd. of Review Multiplier	x 1.0000
Brd. of Review EQ Value	1,283,543
Home Improv./Vet Exemptions	- 0
State Multiplier	x 1.0000
State Equalized Value	= 1,283,543
Farmland & Bldgs. Value	+ 0
Total Amt. Prior to Exemptions	= 1,283,543
Annual Homestead Exemptions	- 0
Sr. Freeze Abated Amt.	- 0
Elderly Homestead Exemption	- 0
Disabled Vet Homestead Ex	- 0
Disabled Person Exemption	- 0
Returning Veteran Exemption	- 0
Net Taxable Amount	= 1,283,543.00
Local Tax Rate	x 9.657663
Total Current Year Tax Due	= $123,960.26

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, FEBRUARY 1, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

On roll call, members Greenman, Repholz, Skluzacek, Smith, and Teetsov were present. Mr. Gronow was absent. It was noted that Mr. Atkinson resigned from the Commission.

Elizabeth Maxwell, City Planner was present from Staff.

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

2023-01 – 5656 NORTHWEST HIGHWAY – M'LADY NISSAN - SPECIAL USE PERMIT AMENDMENT

Request for a Special Use Permit Amendment to allow a new free-standing sign at 18 feet 10 inches high and 37.67 square feet in area and less than 10 feet from the property line for M'Lady Nissan.

Mr. Bill Holley was present to represent the petition. He said they need to replace the existing sign. Their new signs is exceeding the allowable square footage as established from the Annexation Agreement and Special Use Permit. The existing sign is illuminated along the columns, whereas this new sign will just have a metal panel along the base.

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

Staff summarized the request and noted the Annexation Agreement allowed them to replace the sign in the future provided it was not increasing in size and illumination. Since the sign square footage is increasing they need to amend their Special Use Permit.

Ms. Skluzacek asked if the new sign will be in the same location. Mr. Holley said they need to move the sign east or west to avoid the existing foundation. That foundation will be removed up to the asphalt then covered over. Mr. Skluzacek does not want it moved closer to the street. Mr. Holley said that there is electrical there, so they will call to have all the utilities marked out and then pick a location for the new foundation.

Mr. Smith said the sign is in about the same location and looks to be the same size and wondered why staff through it was increasing in square footage. Ms. Maxwell explained that the square footage is calculated by looking at the actual sign panel that copy can be placed on. She compared the difference

between the existing silver panel with the Nissan logo and the new longer red panel with the Nissan logo. Mr. Smith appreciates the investment they are making in the property.

Ms. Teetsov appreciated the explanation of how the square footage was calculated. Since the overall sign is not increasing in size she can support the request.

Ms. Repholz asked where the landscape could be planted. Staff said that they are willing to work with the petitioner on the location and showed options of where landscape could be added. She asked if the metal base panel was reflective. Mr. Holley said not that was just a representation in the rendering.

Mr. Greenman said the request is reasonable and he can support it. He suggested that once they mark the utilities they also look at options for the landscape and coordinate the sign location with landscape in mind versus locating the sign then scrambling to stick in the landscape. He noted they met the Findings of Fact.

Mr. Skluzacek moved to approve 2023-01 the Special Use Permit Amendment to allow a new free-standing sign at 18 feet 10 inches high and 37.67 square feet in area and less than 10 feet from the property line for M'Lady Nissan with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bright Light Signs, received 01/11/23)
   B. Sign Plan (AGI, dated 06/15/20, received 01/11/23)
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2. The petitioner must install 36 square feet of landscape material along the base of the sign, which must be comprised of evergreen and deciduous trees and shrubs. Provide a landscape plan for staff review and approval.

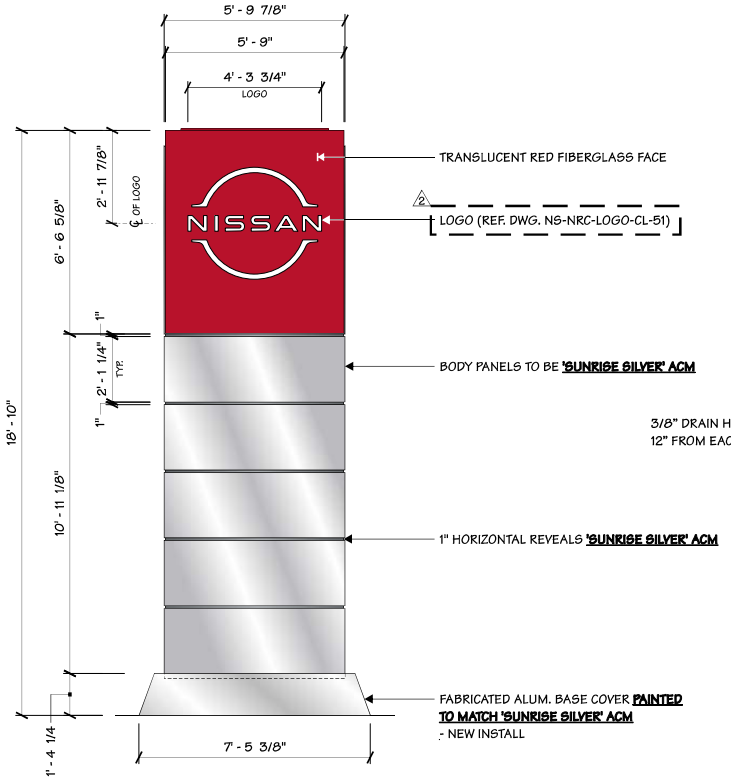
3. The petitioner shall address all of the review comments and requirements of the Community Development Department.

Mr. Smith seconded the motion. On roll call Members Greenman, Repholz, Skluzacek, Smith and Teetsov voted aye. Motion passed 5-0.

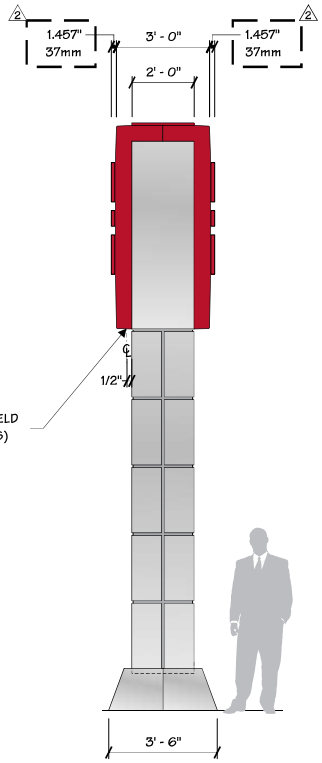


ALUM. TOPPER **PAINTED MAP TO MATCH FIBERGLASS RED**

1/1 PLAN VIEW
1/4" = 1' - 0"



2/1 FRONT ELEVATION
1/4" = 1' - 0"



3/1 SIDE VIEW
1/4" = 1' - 0"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

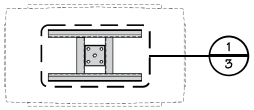
	Drawn By	Date	Change
1	DLR	08.07.20	42906 - SHOP UPDATES
2	DLR	12.16.20	UPDATED LOGO TO ADAMS TECH & UPDATED POWER SUPPLY CALLOUTS
3	DLR	09.14.21	49692 - RB UPDATES, REMOVE GUSSETS FROM BASE PLATES
4	DLR	03.16.22	52579 - SEPARATED NEW AND RETRO DRAWINGS
5	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS
6			
7			
8			
9			
10			

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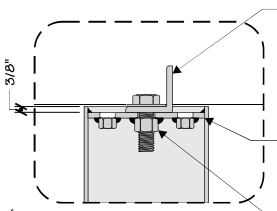
Code 41923
Type C
Sign Type P36N-115
PG #: 1

2655 International Parkway
Virginia Beach, VA 23452

MATERIAL LIST:
(x8) 3" X 3" X 3/16" ANGLE @ 21.875" LONG (SHIP LOOSE)
(x4) 3" X 3" X 3/16" ANGLE @ 16" LONG
(x4) 1"Ø GRADE 5 STEEL HEX. HEAD BOLT X 3-1/4" LONG UPPER SHIPPING STAND BOLTS
(x4) 1-1/2"Ø GRADE 5 STEEL HEX. HEAD BOLT X 4-3/4" LONG LOWER SHIPPING STAND BOLTS



1/2 PLAN VIEW
1/4" = 1' - 0"



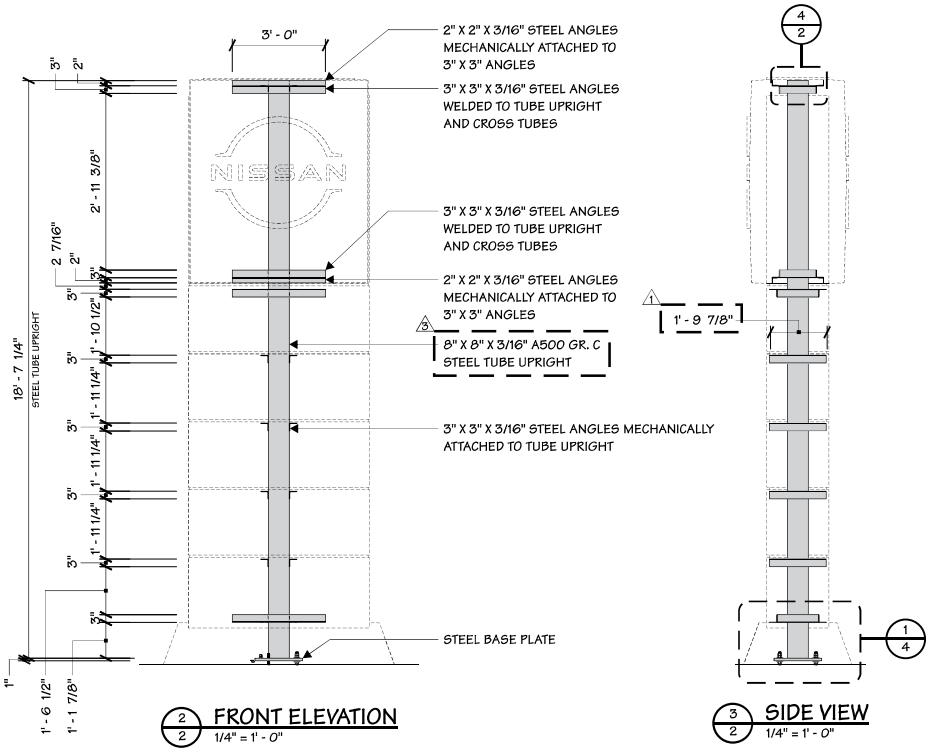
3" X 3" X 3/8" STEEL LIFTING ANGLE W/ 13/16"Ø HOLE FOR 3/4"Ø CLEVIS MOUNTED TO SIGN W/ 3/4"Ø HEX. HEAD CAP SCREW
- REMOVE ANGLE AFTER INSTALLATION & SILICONE SEAL BOLT BACK INTO PLACE

3/8" STEEL CAP PLATE W/ (4) 3/4"Ø HEX. NUTS FOR SHIPPING STANDS WELDED TO UNDERSIDE

1"Ø HEX. NUT FOR LIFTING WELDED TO UNDERSIDE

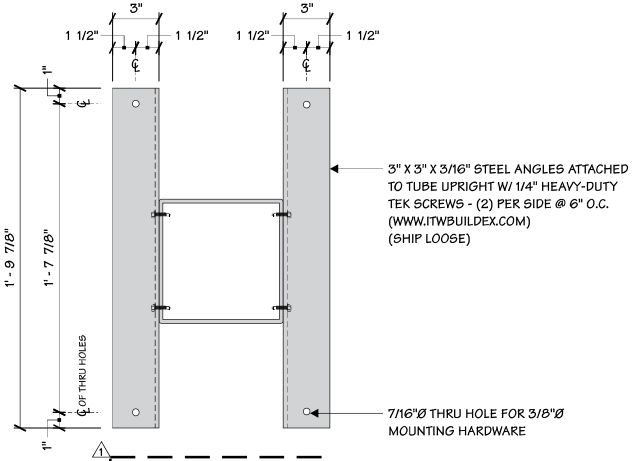
5

4/2 BLOW-UP DETAIL
1/8" = 1"



2/2 FRONT ELEVATION
1/4" = 1' - 0"

3/2 SIDE VIEW
1/4" = 1' - 0"



3" X 3" X 3/16" STEEL ANGLES ATTACHED TO TUBE UPRIGHT W/ 1/4" HEAVY-DUTY TEK SCREWS - (2) PER SIDE @ 6" O.C. (WWW.ITWBUILDEX.COM) (SHIP LOOSE)

7/16"Ø THRU HOLE FOR 3/8"Ø MOUNTING HARDWARE

5/2 SECTION VIEW
1/8" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

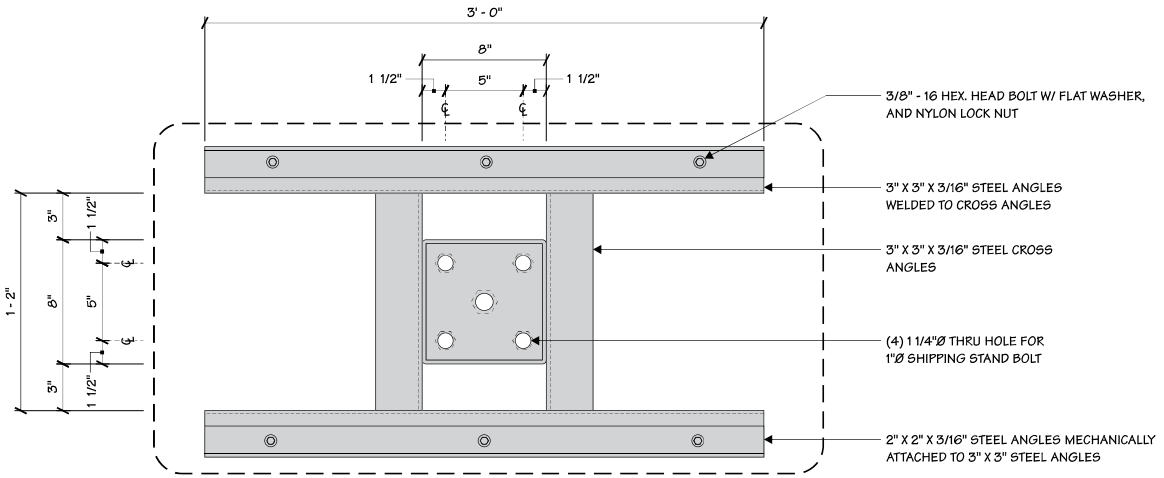
Drawing Revisions

Drawn By	Date	Change
DLR	08.07.20	42906 - SHOP UPDATES
DLR	12.16.20	UPDATED LOGO TO ADAMS TECH & UPDATED POWER SUPPLY CALLOUTS
DLR	09.14.21	49692 - RB UPDATES, REMOVE GUSSETS FROM BASE PLATES
DLR	03.16.22	52579 - SEPARATED NEW AND RETRO DRAWINGS
DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS

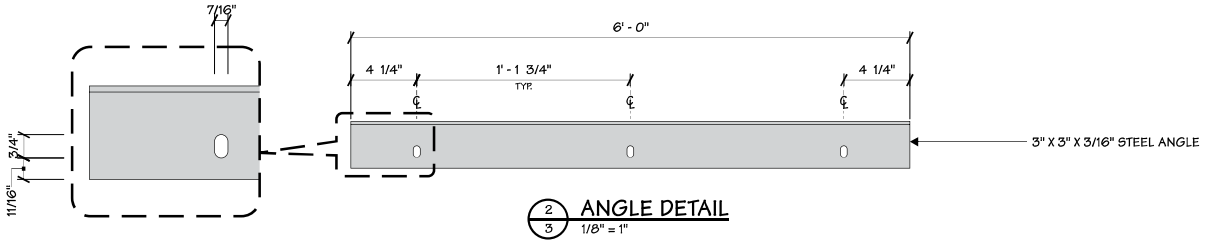
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Code 41923
Type C
Sign Type P36N-115
PG #: 2

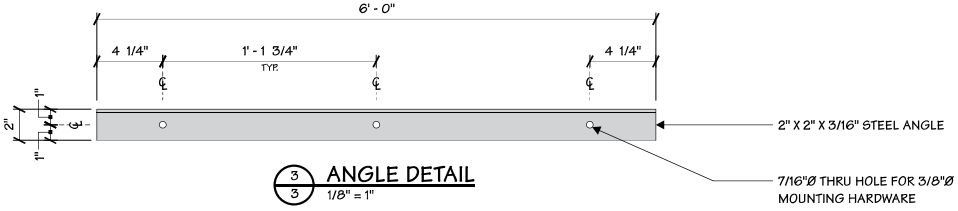
2655 International Parkway
Virginia Beach, VA 23452



1/3 BLOW-UP DETAIL
1/8" = 1"



2/3 ANGLE DETAIL
1/8" = 1"



3/3 ANGLE DETAIL
1/8" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

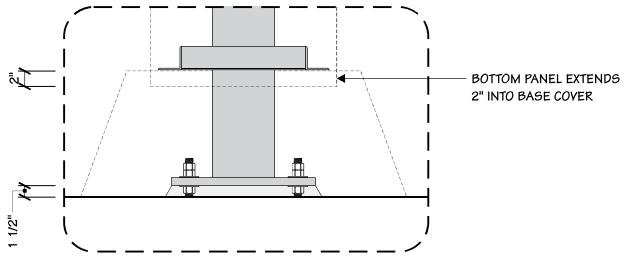
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3	DLR	09.14.21	49692 - RB UPDATES, REMOVE GUSSETS FROM BASE PLATES
4	DLR	03.16.22	52579 - SEPARATED NEW AND RETRO DRAWINGS
5	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS

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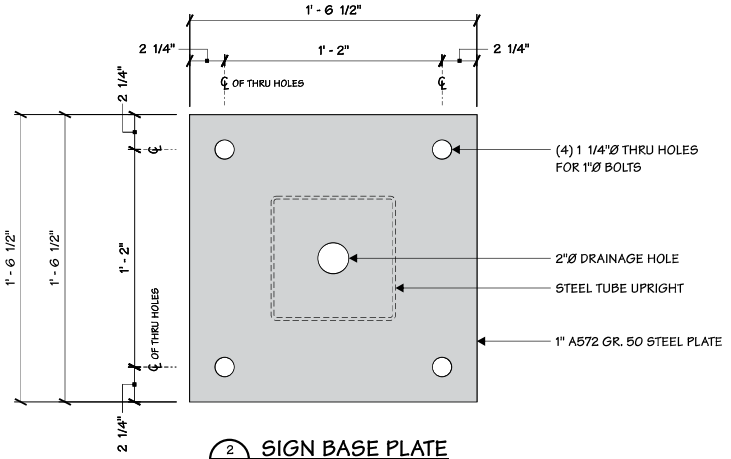
Code 41923
Type C

2655 International Parkway
Virginia Beach, VA 23452

Sign Type P36N-115
PG #: 3



1/4 BLOW-UP DETAIL
3/4" = 1' - 0"



2/4 SIGN BASE PLATE
1/8" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

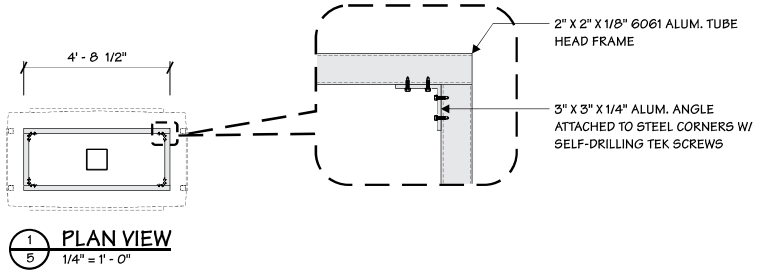
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4	DLR	03.16.22	52579 - SEPARATED NEW AND RETRO DRAWINGS
5	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS

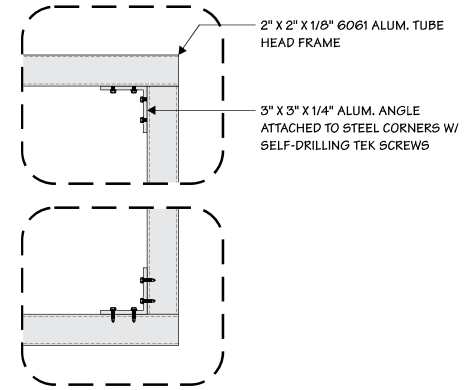
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Code 41923
Type C
Sign Type P36N-115
PG #: 4

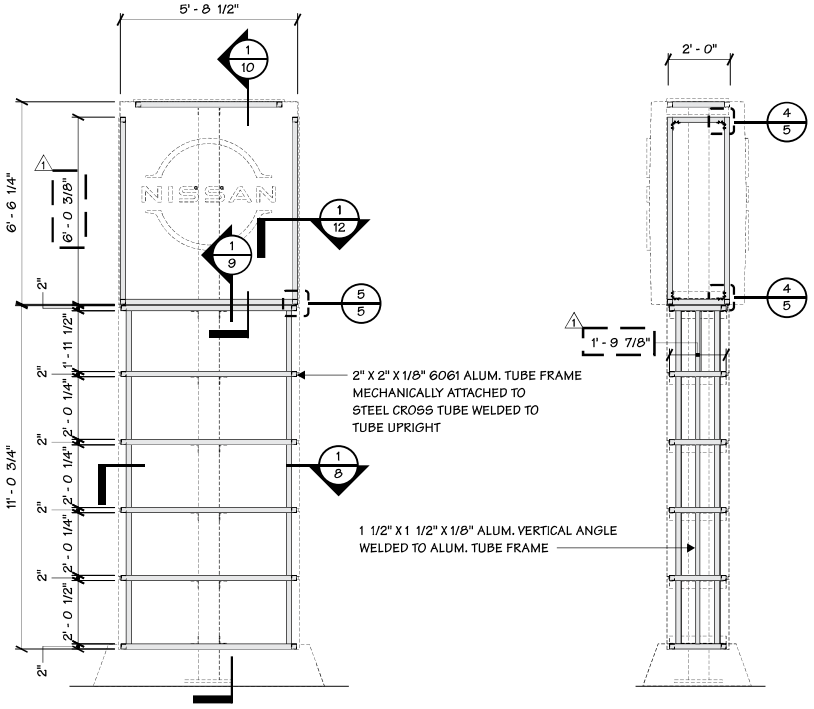
2655 International Parkway
Virginia Beach, VA 23452



1/5 PLAN VIEW
1/4" = 1' - 0"

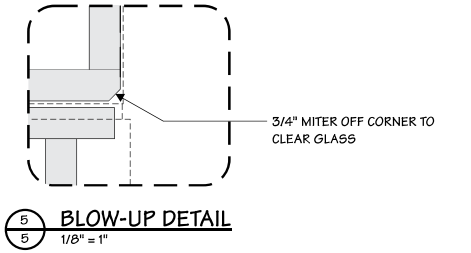


4/5 BLOW-UP DETAIL
1/8" = 1"



2/5 FRONT ELEVATION
1/4" = 1' - 0"

3/5 SIDE VIEW
1/4" = 1' - 0"



5/5 BLOW-UP DETAIL
1/8" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

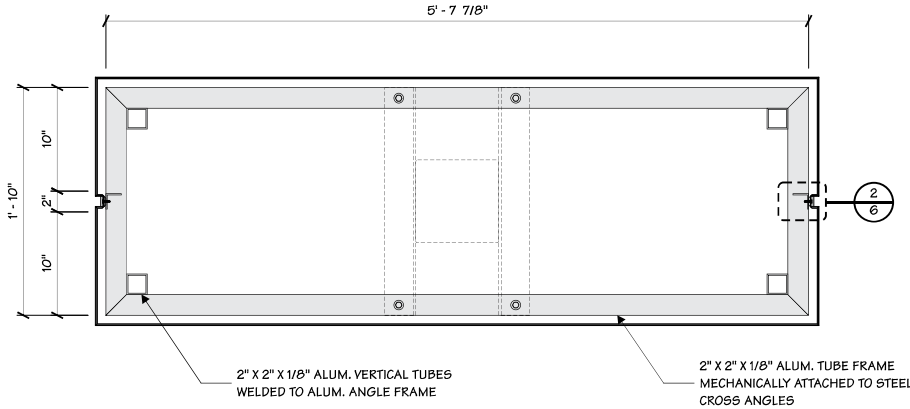
Drawing Revisions

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2	DLR	12.16.20	UPDATED LOGO TO ADAMS TECH & UPDATED POWER SUPPLY CALLOUTS
3	DLR	09.14.21	49692 - RB UPDATES, REMOVE GUSSETS FROM BASE PLATES
4	DLR	03.16.22	52579 - SEPARATED NEW AND RETRO DRAWINGS
5	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS

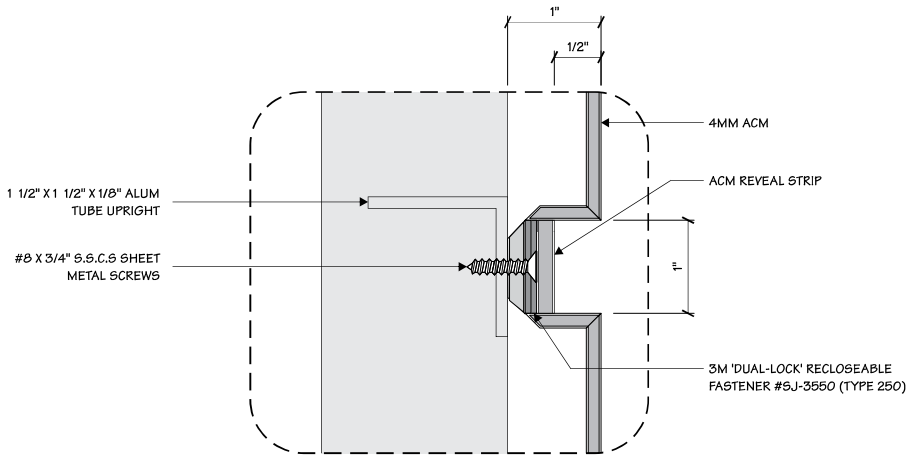
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Code 41923
Type C
Sign Type P36N-115
PG #: 5

2655 International Parkway
Virginia Beach, VA 23452



1/6 SECTION VIEW
1" = 1' - 0"



2/6 BLOW-UP DETAIL
3/4" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

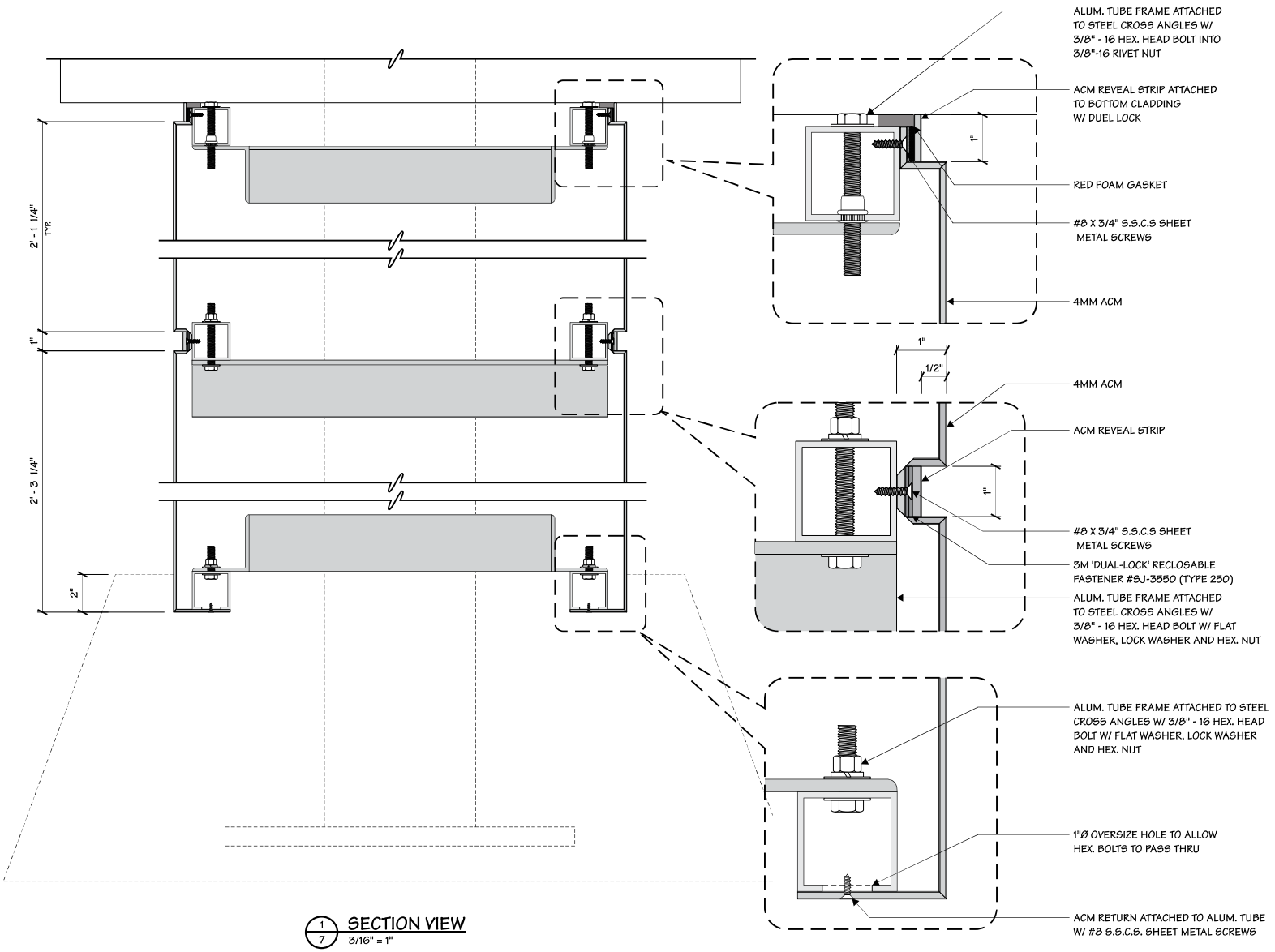
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A	DLR	09.14.21	49692 - RB UPDATES, REMOVE GUSSETS FROM BASE PLATES
A	DLR	03.16.22	52579 - SEPARATED NEW AND RETRO DRAWINGS
A	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS

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Code 41923
Type C

2655 International Parkway
Virginia Beach, VA 23452

Sign Type P36N-115
PG #: 6



1/7 SECTION VIEW
3/16" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

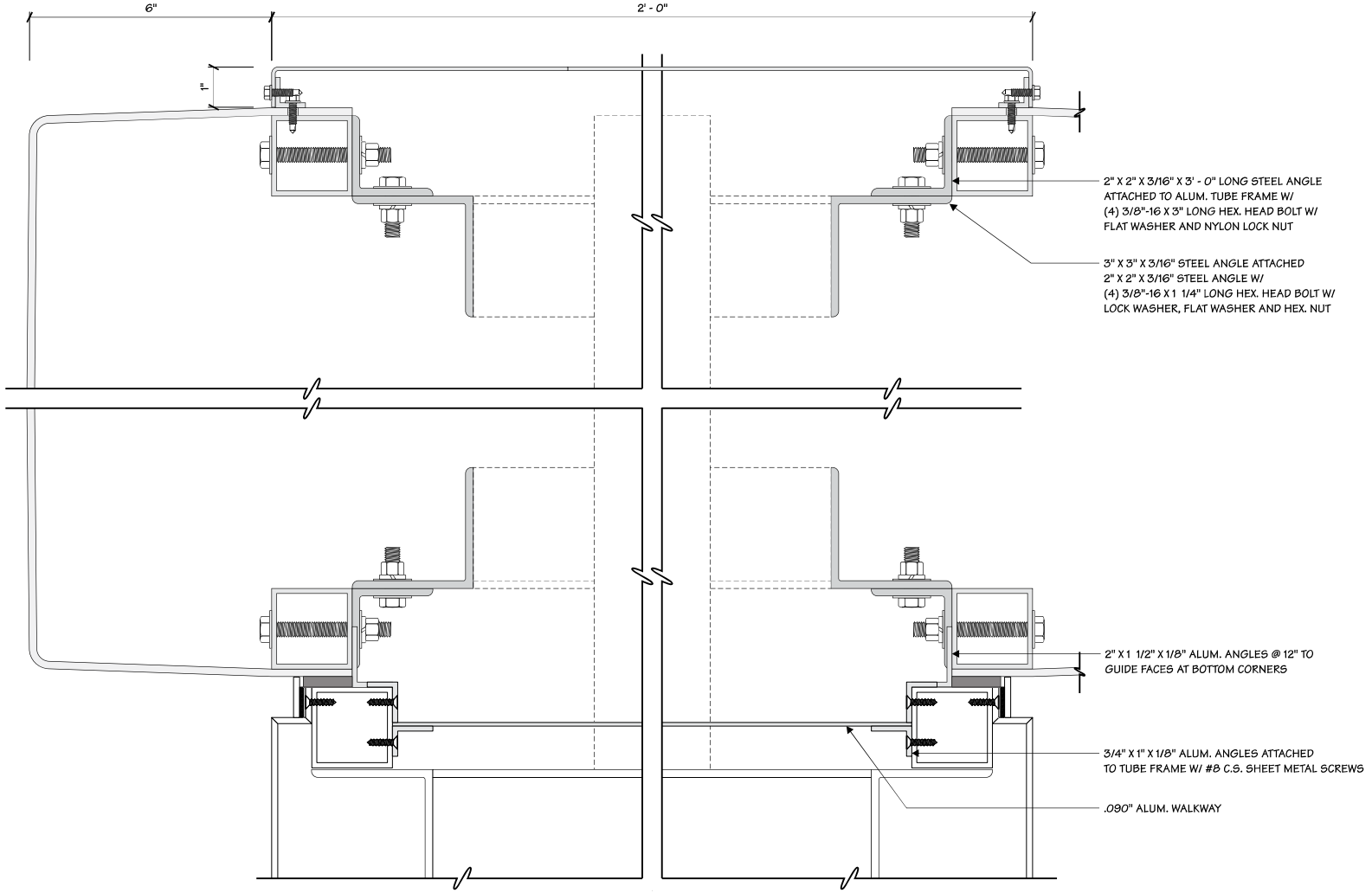
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5	DLR	09.14.21	49692 - RB UPDATES, REMOVE GUSSETS FROM BASE PLATES
4	DLR	03.16.22	52579 - SEPARATED NEW AND RETRO DRAWINGS
3	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS
2			
1			

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Code 41923
Type C
Sign Type P36N-115
PG #: 7

2655 International Parkway
Virginia Beach, VA 23452



1/8 HEADER SECTION
3/8" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
- ☐ Interior ■ Exterior
- ☐ Single Faced ■ Double Faced
- ☐ _____
- ☐ Non-Illuminated
- ■ Illuminated

120 Volts 8.1 Amps(+/-)

Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

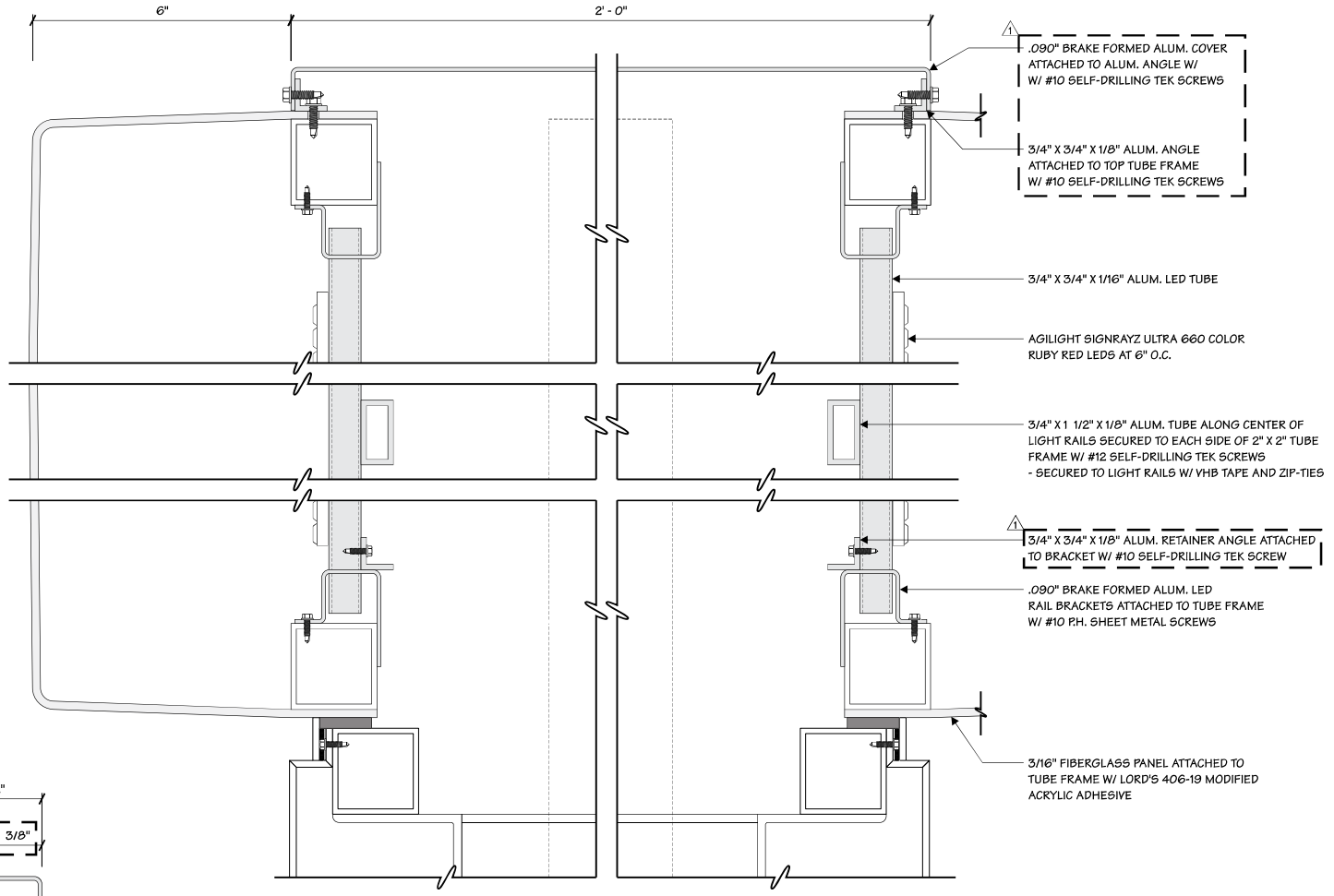
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6	DLR	12.16.20	UPDATED LOGO TO ADAMS TECH & UPDATED POWER SUPPLY CALLOUTS
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3	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS
2			
1			

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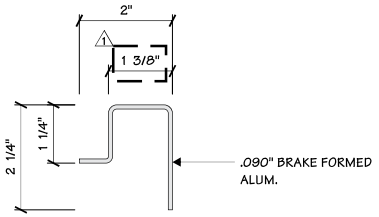
Code 41923
Type C

2655 International Parkway
Virginia Beach, VA 23452

Sign Type P36N-115
PG #: 8



1/9 HEADER SECTION
3/8" = 1"



2/9 LIGHT RAIL BRACKET
3/8" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
- ☐ Interior ■ Exterior
- ☐ Single Faced ■ Double Faced
- ☐ _____
- ☐ Non-Illuminated
- ■ Illuminated

120 Volts 8.1 Amps(+/-)

Location _____
Windload 115 MPH / ASCE 7-10

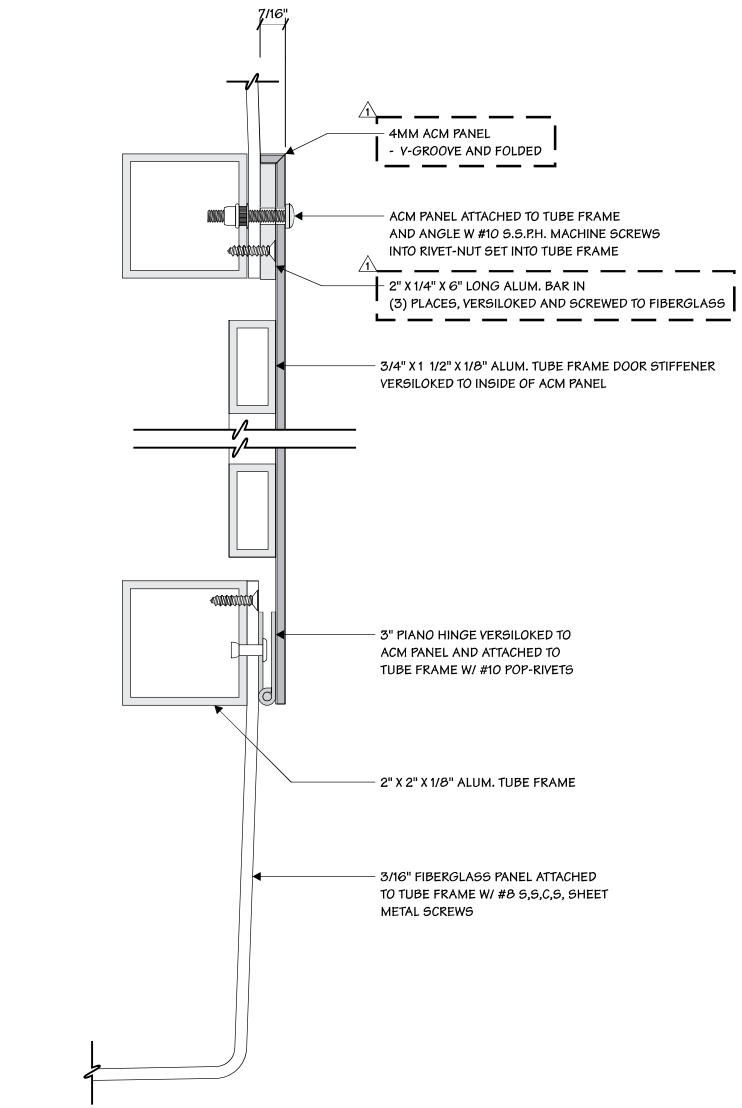
Drawing Revisions

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2			
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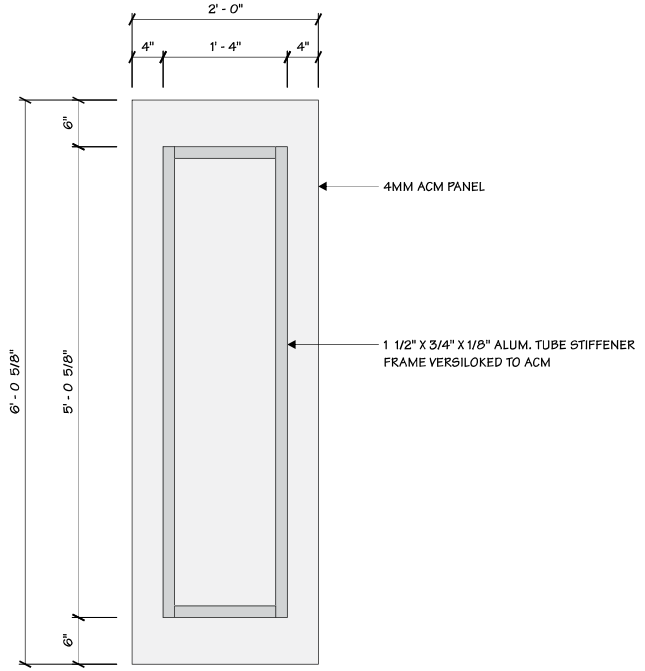
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Code 41923
Type C
Sign Type P36N-115
PG #: 9

2655 International Parkway
Virginia Beach, VA 23452



1/10 SECTION VIEW AT DOOR
1/2" = 1"



2/10 DOOR ELEVATION
3/4" = 1' - 0"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

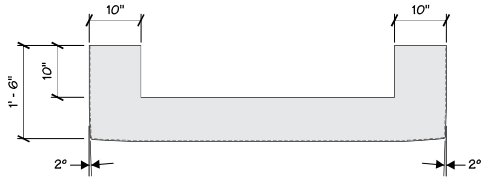
Drawing Revisions

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5	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS

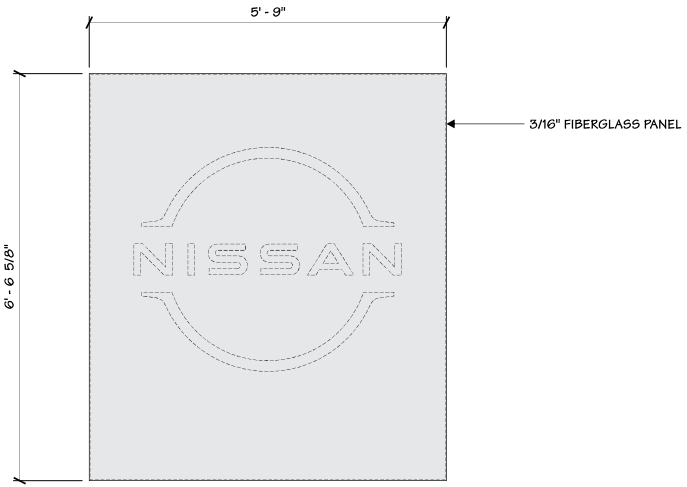
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Code 41923
Type C
Sign Type P36N-115
PG #: 10

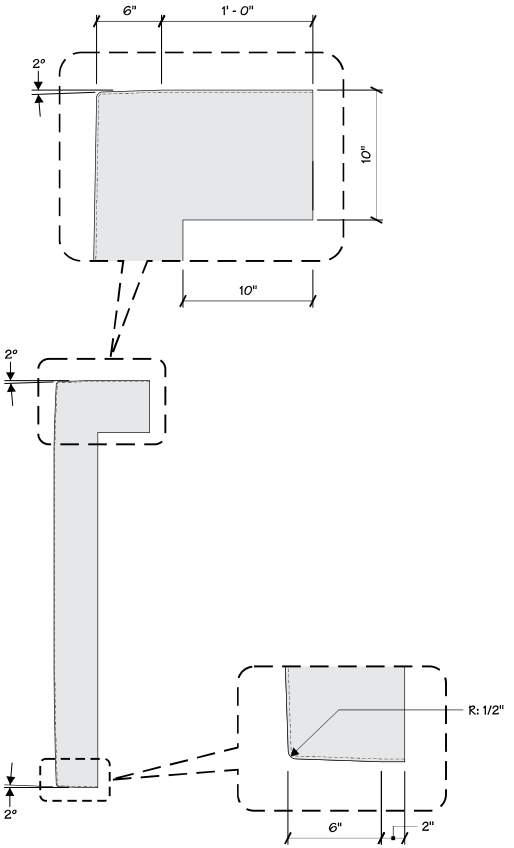
2655 International Parkway
Virginia Beach, VA 23452



1 / 11 PLAN VIEW
1/2" = 1' - 0"



2 / 11 FRONT ELEVATION
1/2" = 1' - 0"



3 / 11 SIDE VIEW
1/2" = 1' - 0"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
- ☐ Interior ■ Exterior
- ☐ Single Faced ■ Double Faced
- ☐ _____
- ☐ Non-Illuminated
- ■ Illuminated

120 Volts 8.1 Amps(+/-)

Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

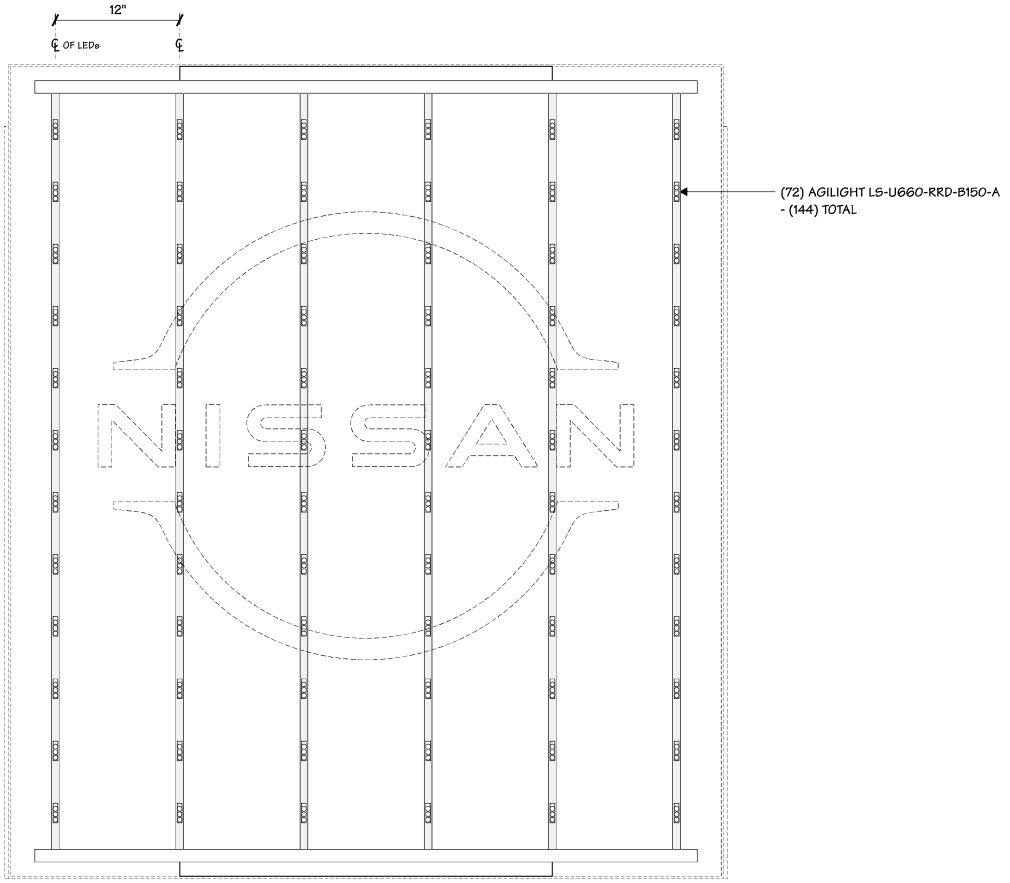
Drawn By	Date	Change
DLR	08.07.20	42906 - SHOP UPDATES
DLR	12.16.20	UPDATED LOGO TO ADAMS TECH & UPDATED POWER SUPPLY CALLOUTS
DLR	09.14.21	49692 - RB UPDATES, REMOVE GUSSETS FROM BASE PLATES
DLR	03.16.22	52579 - SEPARATED NEW AND RETRO DRAWINGS
DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS

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Code 41923
Type C

2655 International Parkway
Virginia Beach, VA 23452

Sign Type P36N-115
PG #: 11



1/12 LED LAYOUT
1" = 1' - 0"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications

- ☐ Interior ■ Exterior
- ☐ Single Faced ■ Double Faced
- ☐ _____
- ☐ Non-Illuminated
- ■ Illuminated

120 Volts 8.1 Amps(+/-)

Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

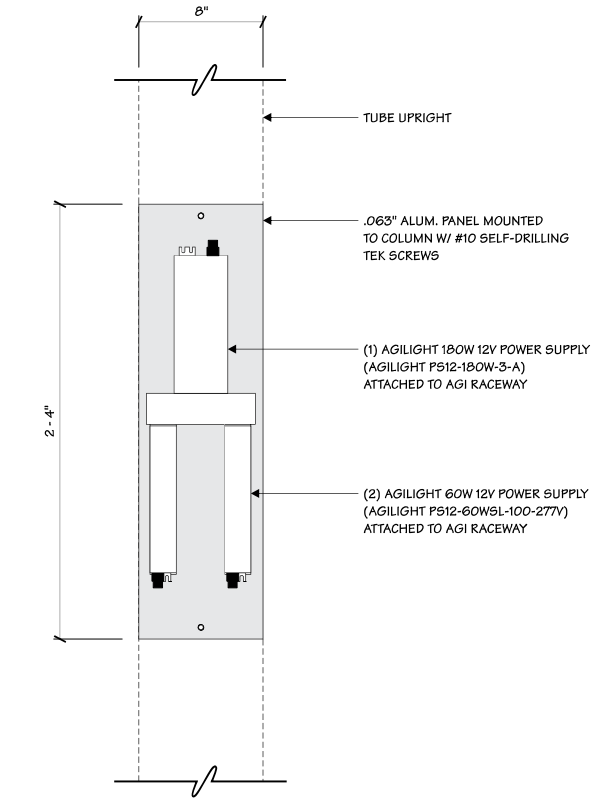
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A	DLR	08.07.20	42906 - SHOP UPDATES
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A	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS
A			
A			
A			
A			
A			

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Code 41923
Type C

2655 International Parkway
Virginia Beach, VA 23452

Sign Type P36N-115
PG #: 12



1/13 POWER SUPPLY TRAY MOUNT
1/8" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
- ☐ Interior ■ Exterior
- ☐ Single Faced ■ Double Faced
- ☐ _____
- ☐ Non-Illuminated
- ■ Illuminated

120 Volts 8.1 Amps(+/-)

Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

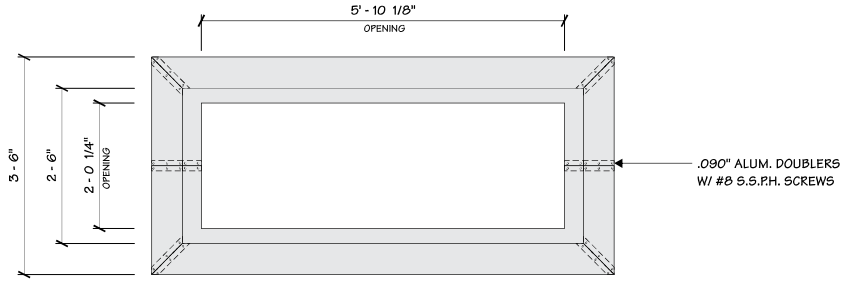
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7	DLR	08.07.20	42906 - SHOP UPDATES
6	DLR	12.16.20	UPDATED LOGO TO ADAMS TECH & UPDATED POWER SUPPLY CALLOUTS
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4	DLR	03.16.22	52579 - SEPARATED NEW AND RETRO DRAWINGS
3	DLR	03.16.22	52579 - ADDED LIFTING ANGLE DETAILS
2			
1			

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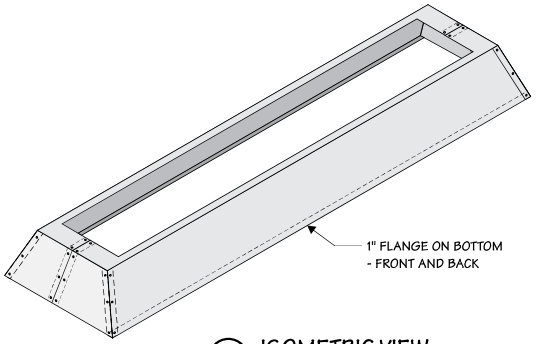
Code 41923
Type C

2655 International Parkway
Virginia Beach, VA 23452

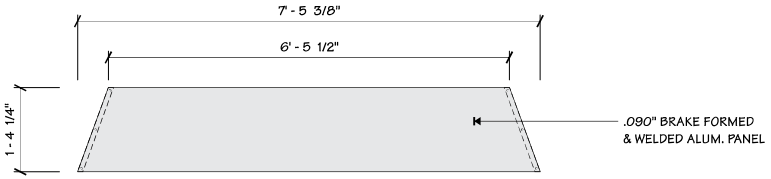
Sign Type P36N-115
PG #: 13



1/14 PLAN VIEW
1/2" = 1' - 0"



3/14 ISOMETRIC VIEW
NTS



2/14 BASE COVER ELEVATION
1/2" = 1' - 0"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
- ☐ Interior ■ Exterior
- ☐ Single Faced ■ Double Faced
- ☐ _____
- ☐ Non-Illuminated
- ■ Illuminated

120 Volts 8.1 Amps(+/-)

Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

	Drawn By	Date	Change
A	DLR	08.07.20	42906 - SHOP UPDATES
A	DLR	12.16.20	UPDATED LOGO TO ADAMS TECH & UPDATED POWER SUPPLY CALLOUTS
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Code 41923
Type C

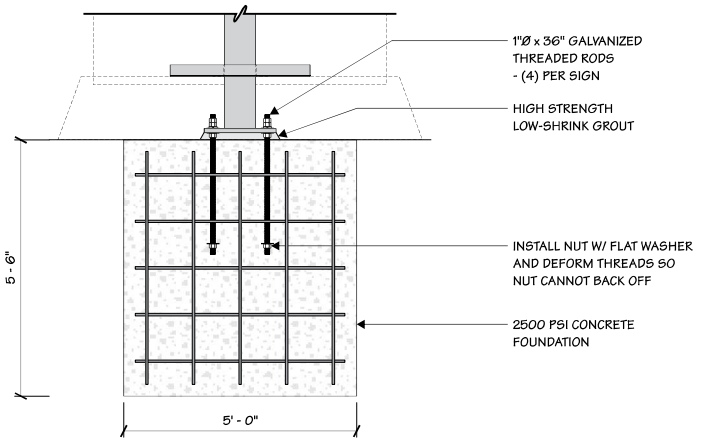
2655 International Parkway
Virginia Beach, VA 23452

Sign Type P36N-115
PG #: 14

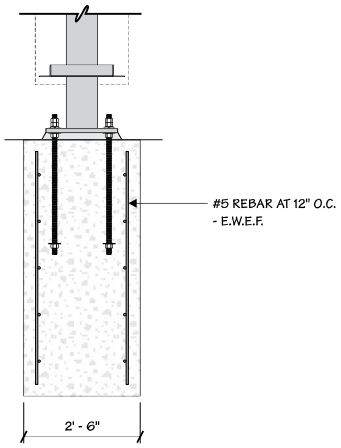
MATERIAL SPECIFICATIONS:
(UNLESS OTHERWISE NOTED)

REINFORCING - GRADE 60 W/ 3" MIN. COVER
DO NOT WELD REBAR

STANDARD FOUNDATION

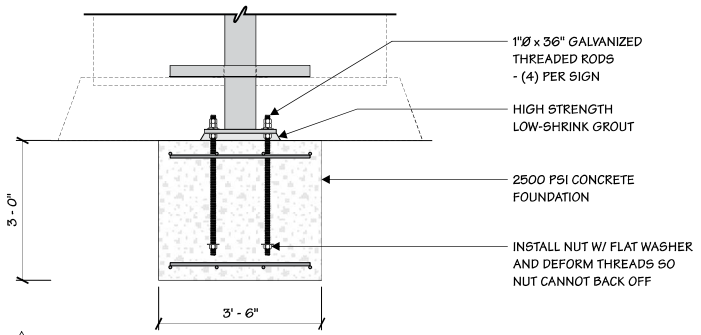


1/15 FOUNDATION ELEVATION (VERTICAL SLAB)
3/8" = 1' - 0"

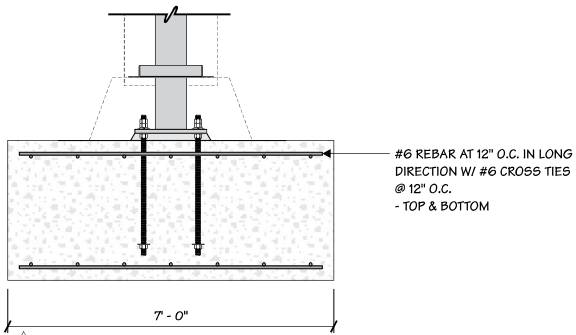


2/15 SIDE VIEW (VERTICAL SLAB)
3/8" = 1' - 0"

CUSTOM - SPECIAL PRICING REQUIRED



3/15 FOUNDATION ELEVATION (BLOCK)
3/8" = 1' - 0"



4/15 SIDE VIEW (BLOCK)
3/8" = 1' - 0"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

	Drawn By	Date	Change
1	DLR	08.07.20	42906 - SHOP UPDATES
2	DLR	12.16.20	UPDATED LOGO TO ADAMS TECH & UPDATED POWER SUPPLY CALLOUTS
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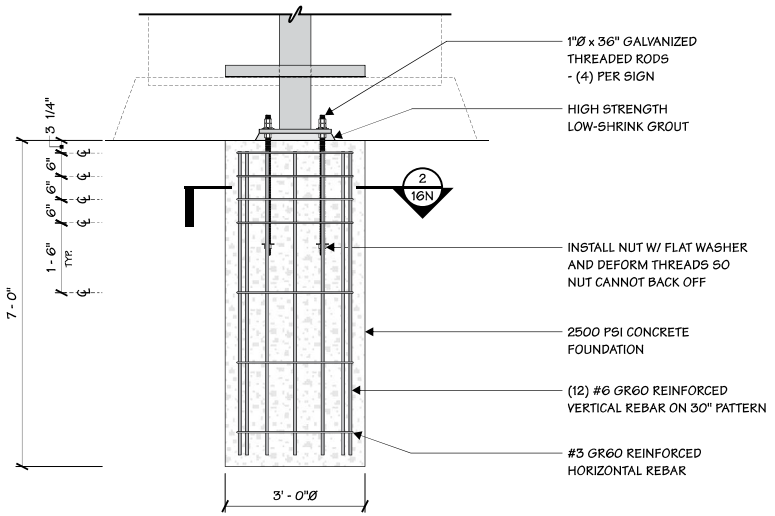
Code 41923
Type C
Sign Type P36N-115
PG #: 15

2655 International Parkway
Virginia Beach, VA 23452

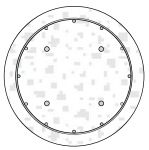
CUSTOM - SPECIAL PRICING REQUIRED

MATERIAL SPECIFICATIONS:
(UNLESS OTHERWISE NOTED)

REINFORCING - GRADE 60 W/ 3" MIN. COVER
DO NOT WELD REBAR



1/16 FOUNDATION ELEVATION (CAISSON)
3/8" = 1' - 0"



2/16 SECTION VIEW
3/8" = 1' - 0"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

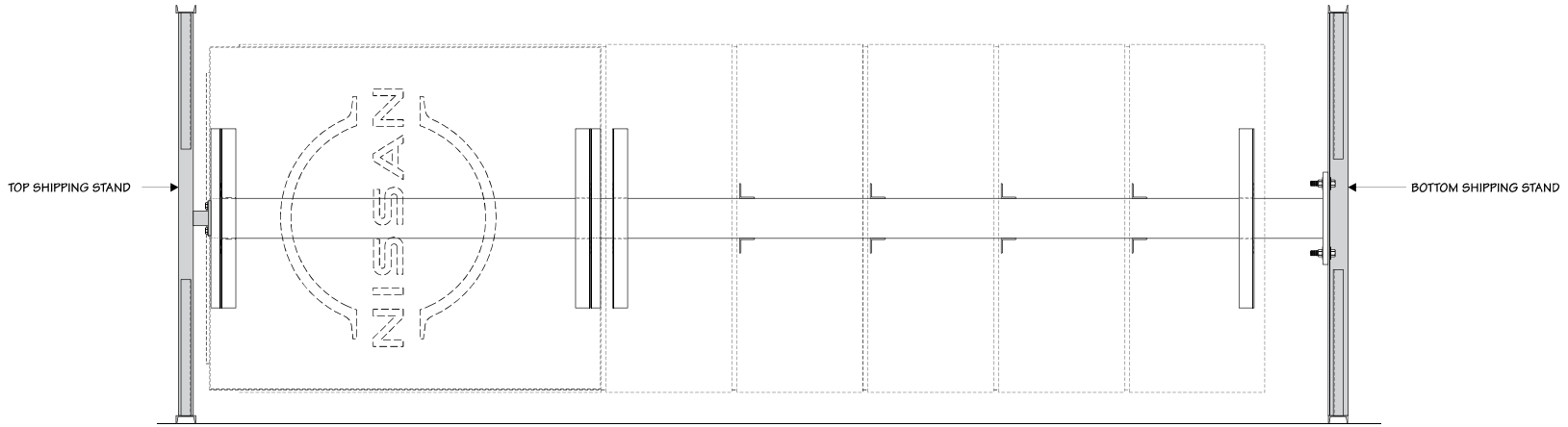
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Code 41923
Type C
Sign Type P36N-115
PG #: 16

2655 International Parkway
Virginia Beach, VA 23452

NOTES:
WEIGHTS
1.) SIGN W/ SHIP STANDS = 2,124 LBS



1/17 FRONT ELEVATION
1/2" = 1' - 0"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

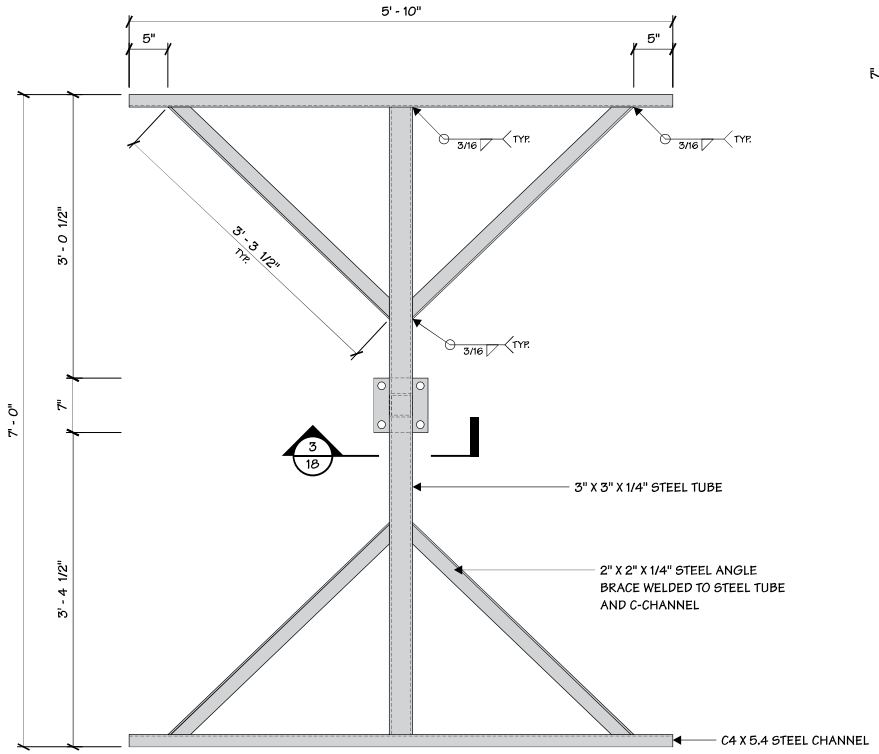
Drawing Revisions

	Drawn By	Date	Change
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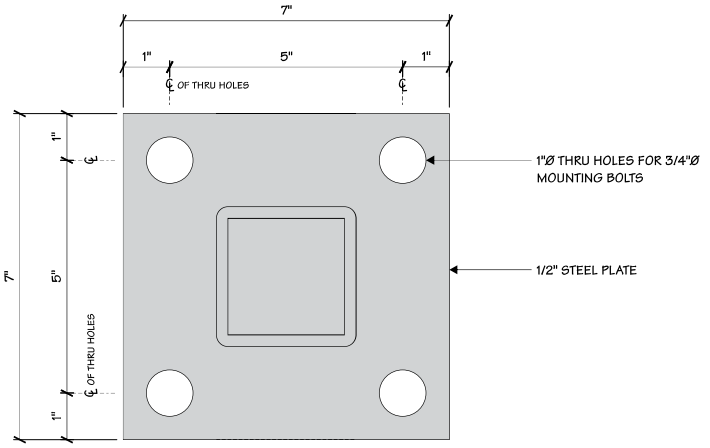
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Code 41923
Type C
Sign Type P36N-115
PG #: 17

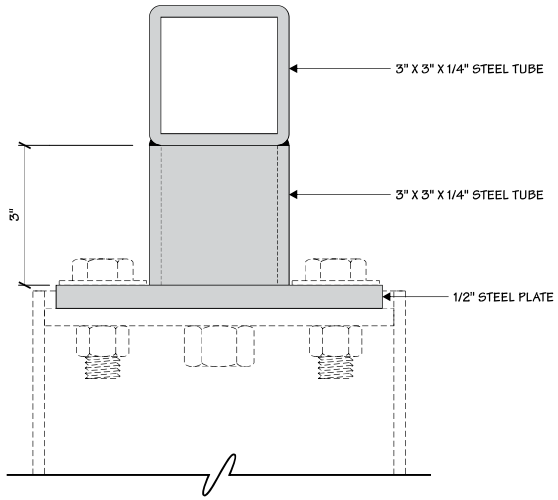
2655 International Parkway
Virginia Beach, VA 23452



1 / 18 TOP SHIPPING STAND
3/4" = 1' - 0"



2 / 18 MOUNTING PLATE
3/8" = 1"



3 / 18 SECTION VIEW
3/8" = 1"

AGI

Project Title
NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

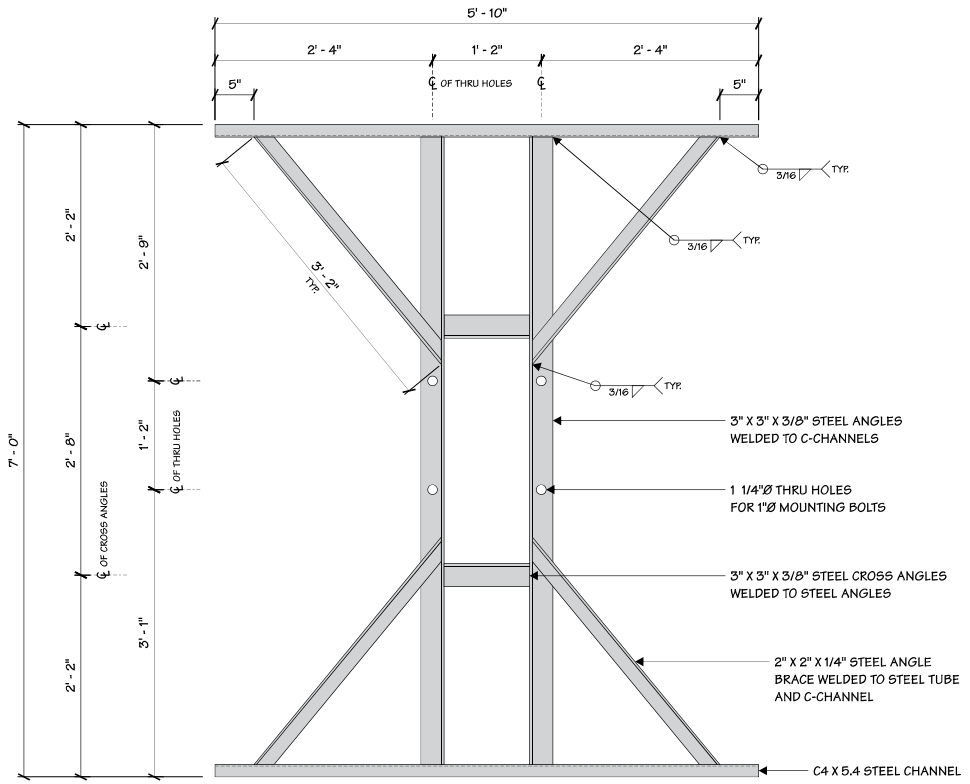
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Code 41923
Type C
Sign Type P36N-115
PG #: 18

2655 International Parkway
Virginia Beach, VA 23452



1/19 BOTTOM (NEW) SHIPPING STAND

3/4" = 1' - 0"

AGI

Project Title

NISSAN NRC NEXT

Date 06.15.20

AGI EoR M. SMITH
Lead Drafter DLR
Drawn By DLR
Project Mgr. S. HNATKOWICZ

General Sign Specifications

☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
120 Volts 8.1 Amps(+/-)
Location _____
Windload 115 MPH / ASCE 7-10

Drawing Revisions

	Drawn By	Date	Change
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Code 41923

Type C

2655 International Parkway
Virginia Beach, VA 23452

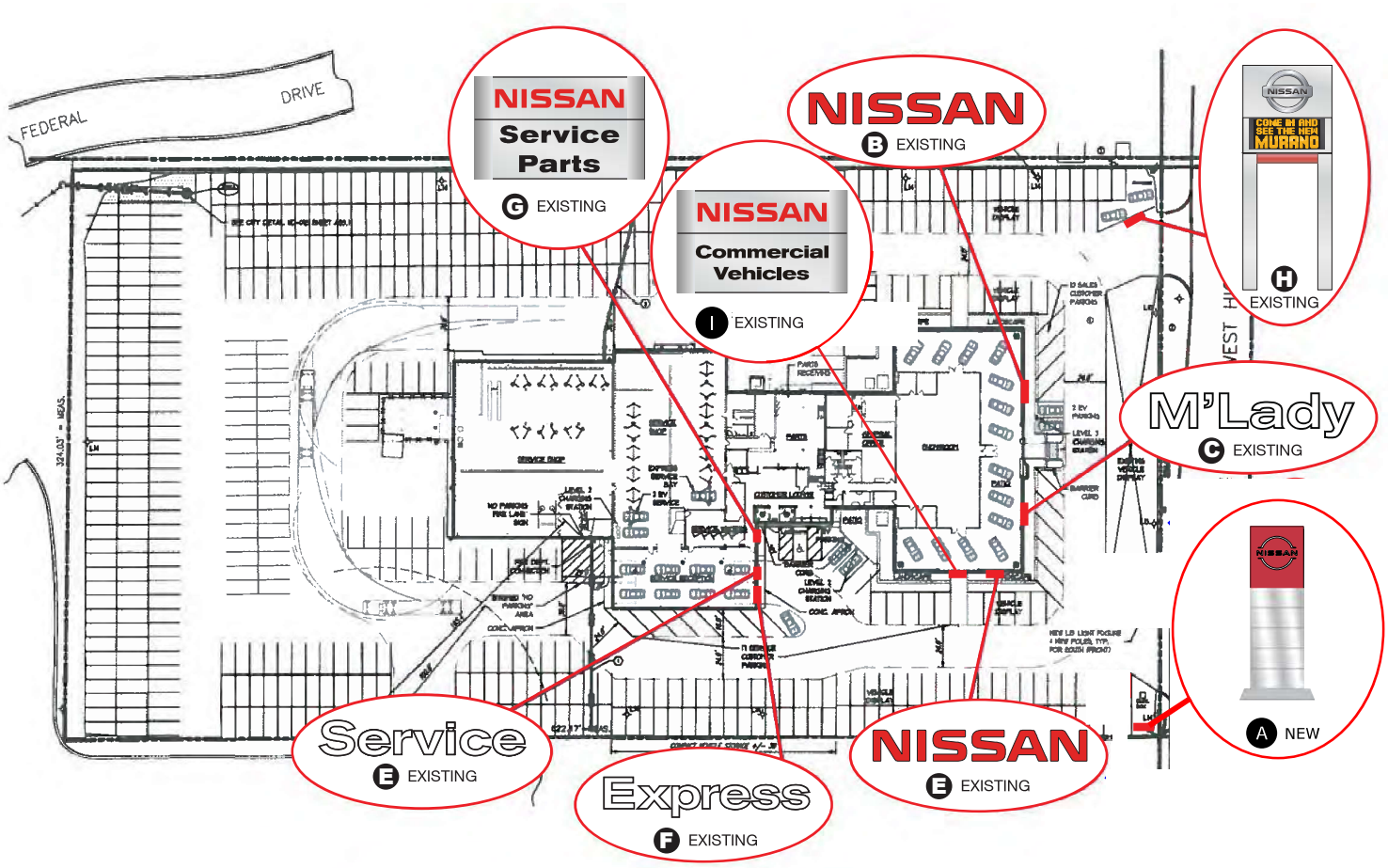
Sign Type P36N-115

PG #: 19

NISSAN NORTH AMERICA
Dealer Presentation Package

1. SITE PLAN

The following provides a visual representation of the prepared schedule:



2. SCHEDULE OF SIGNS

Site Before

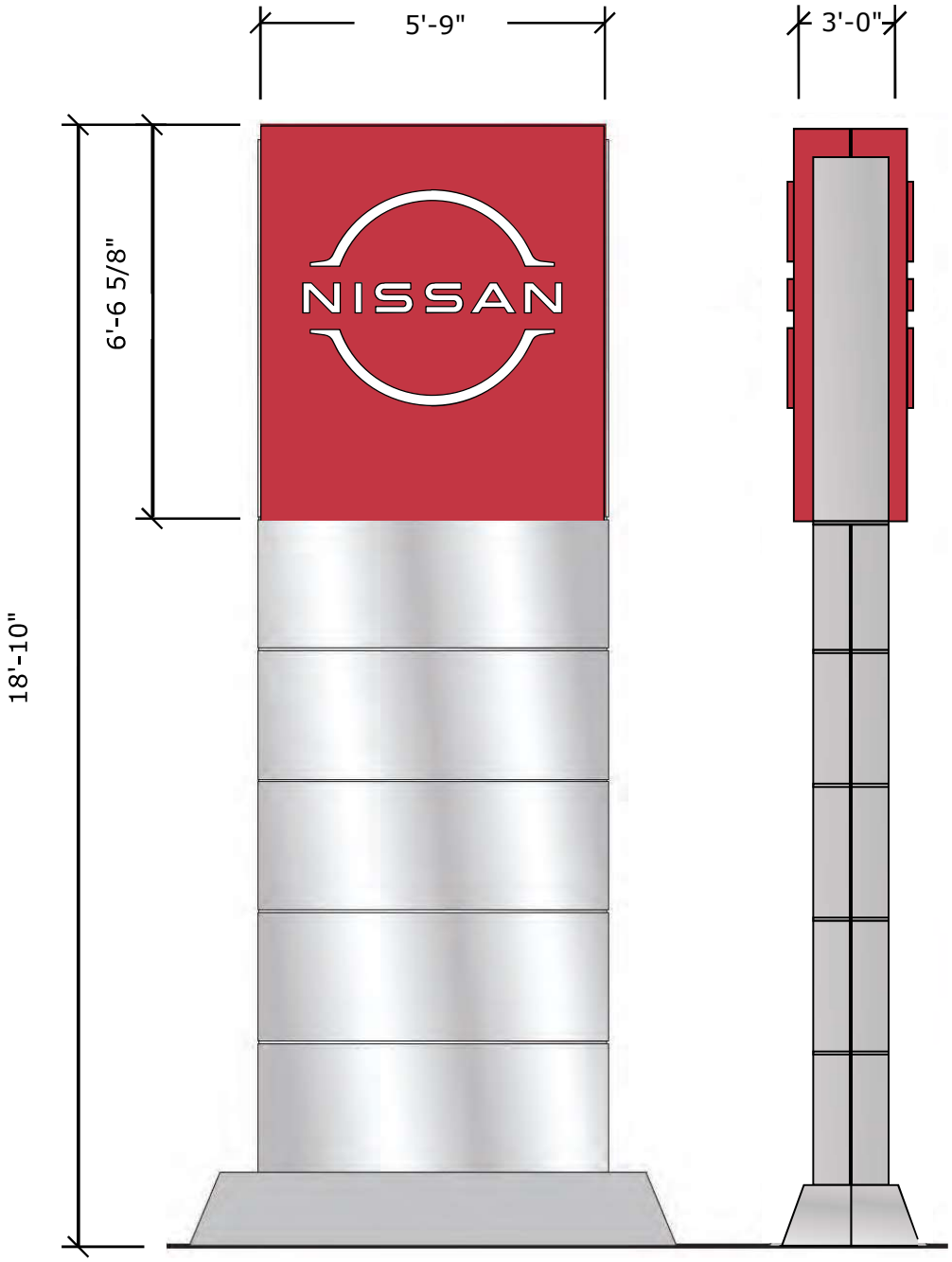


Proposed Signage



A: P36 Main Brand Pylon

2. SCHEDULE OF SIGNS



A P36 Main Brand Pylon
37.67 sf Total of 1
New

2. SCHEDULE OF SIGNS

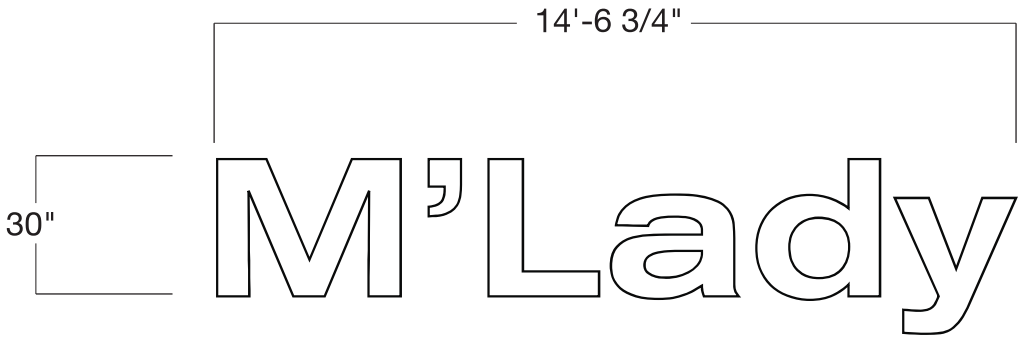


B Nissan Word Mark Channel Letters

62.35 sf Total of 1

Existing

2. SCHEDULE OF SIGNS



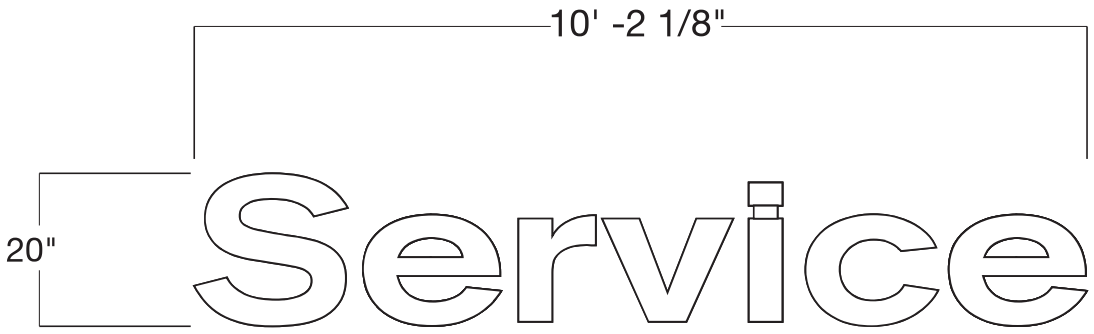
C Dealer Name Letters
36.40 sf Total of 1
Existing

2. SCHEDULE OF SIGNS



D Nissan Word Mark Channel Letters
27.71 sf Total of 1
Existing

2. SCHEDULE OF SIGNS



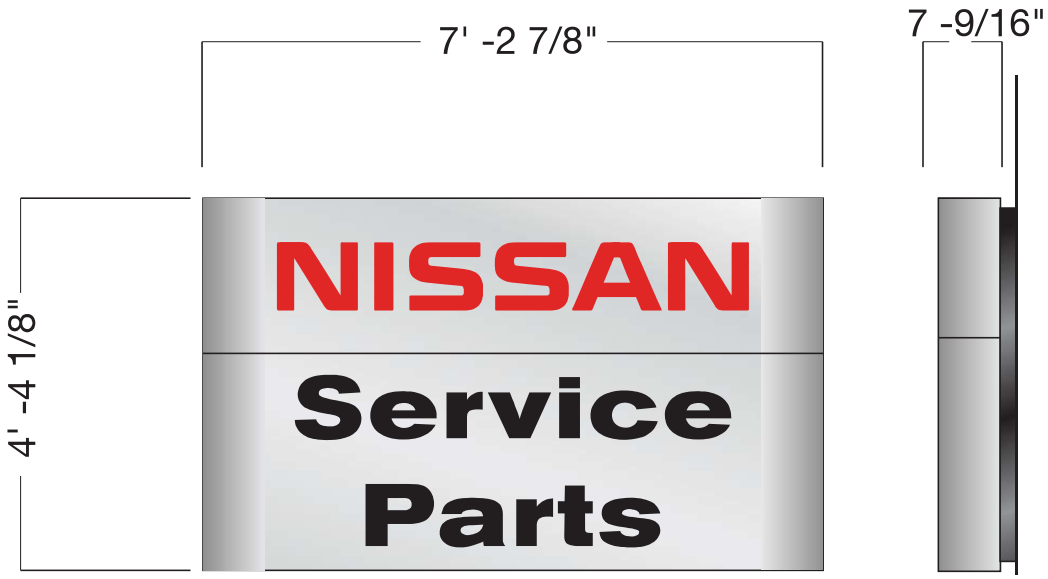
E Service Channel Letters
16.96 sf Total of 1
Existing

2. SCHEDULE OF SIGNS



F Express Channel Letters
18.15 sf Total of 1
Existing

2. SCHEDULE OF SIGNS

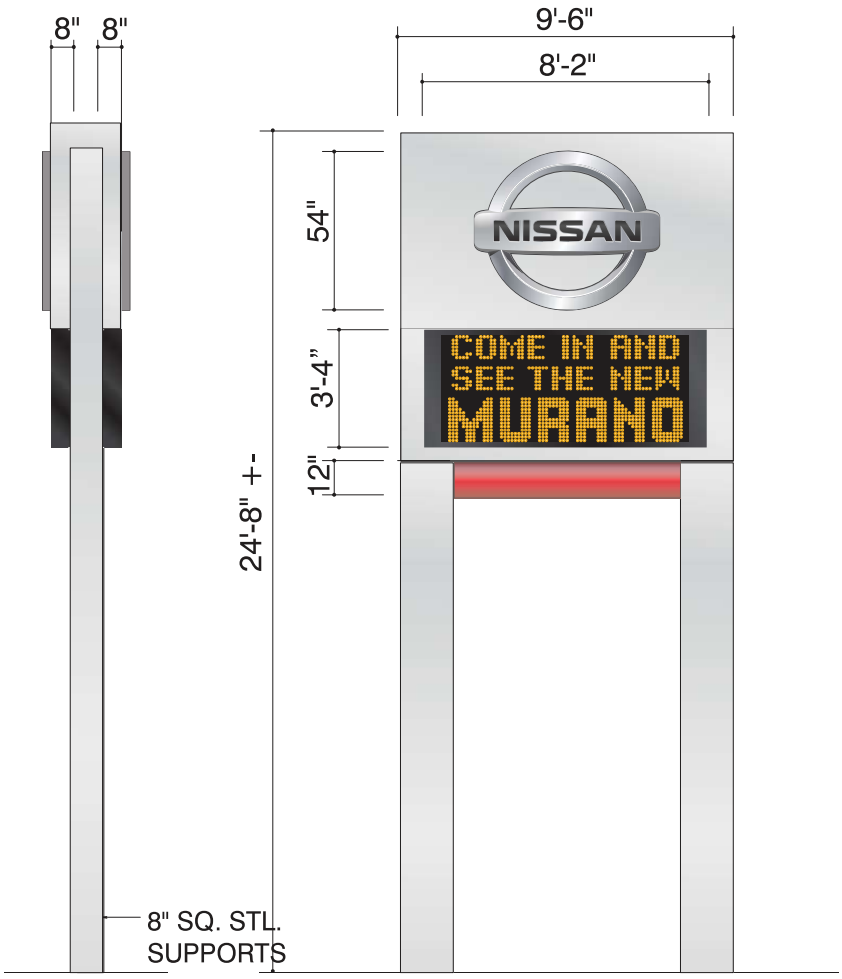


G SRV-32 WS Wall Sign

32 sf Total of 1

Existing

2. SCHEDULE OF SIGNS

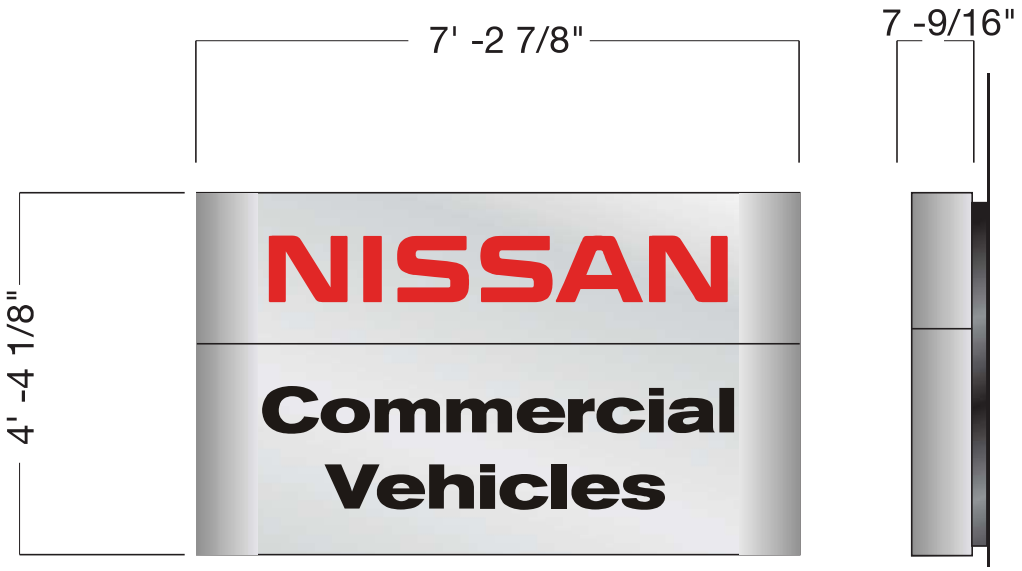


H Custom Pylon

98.16 sf Total of 1

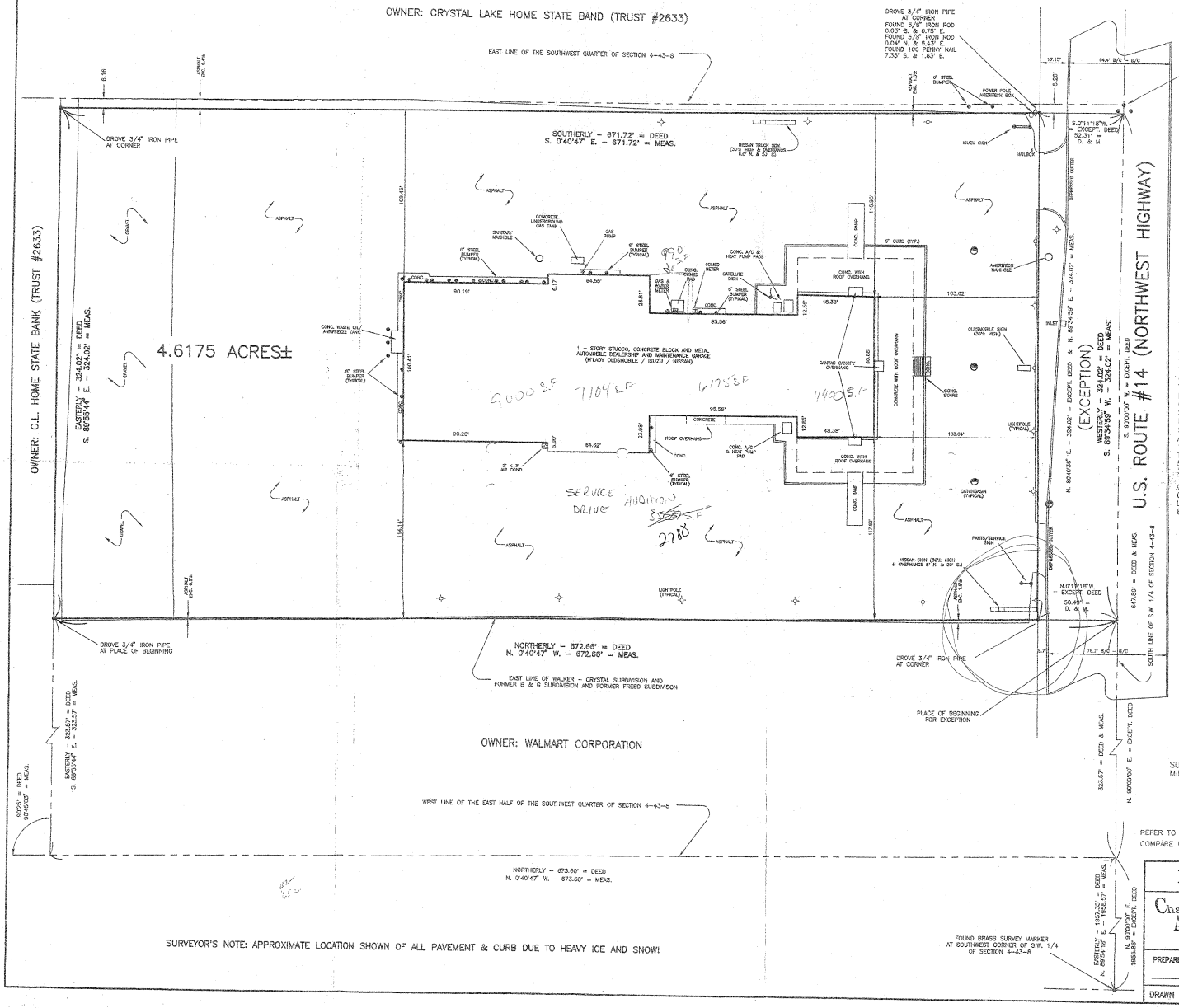
Existing

2. SCHEDULE OF SIGNS



I CV-32-WS Wall Sign
32 sf Total of 1
Existing

PLAT OF SURVEY



LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1957.35 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE 673.6 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES, 25 MINUTES, TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE 323.57 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE LAST DESCRIBED COURSE 324.02 FEET; THENCE SOUTHERLY 671.72 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST QUARTER THAT IS 647.59 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE 324.02 FEET; THENCE NORTHERLY 672.66 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM DESCRIBED AS FOLLOWS: THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1955.86 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 323.57 FEET, TO THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES, 11 MINUTES, 18 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 50.49 FEET; THENCE NORTH 89 DEGREES, 40 MINUTES, 36 SECONDS E 7, A DISTANCE OF 324.02 FEET; THENCE SOUTH 00 DEGREES, 11 MINUTES, 18 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 52.31 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 324.02 FEET TO THE PLACE OF BEGINNING), IN MCHENRY COUNTY, ILLINOIS.

STATE OF ILLINOIS
S. S.
COUNTY OF MCHENRY

TO: CHICAGO TITLE INSURANCE COMPANY

This is to certify that this plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and ACSM in 1992 and meets the accuracy requirements of an Urban Class Survey, as defined therein.

Dated this 22nd day of January 1998 at Crystal Lake, Illinois.

Charles A. Mionske
CHARLES A. MIONSKE
ILLINOIS PROFESSIONAL LAND SURVEYOR #1750

SURVEYOR'S NOTE: THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

INDICATES IRON STAKE

REFER TO DEED OR GUARANTEE POLICY FOR BUILDING LINES AND EASEMENTS NOT SHOWN HEREON
COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR

M'LADY OLDS/ISUZU/NISSAN SURVEY

Charles A. Mionske Inc.
SURVEYING / LAND PLANNING
2024 STATE ROUTE 176
CRYSTAL LAKE, ILLINOIS 60014
(815)-455-3252

SCALE: 1" = 30'
DATE : 1-22-98
REVISIONS

PREPARED FOR: M'LADY OLDSMOBILE / ISUZU / NISSAN
ADDRESS: 5656 N. NORTHWEST HIGHWAY

DRAWN BY: MTB | CHECKED BY: CAM | JOB NO. 98017

DBN: A-503 FLE NM. 98017SUR
DES: SB-174 PRO. NO. 98017P

PLAT OF SURVEY
KD

E:\MBS\98017\98017SUR Thu Jan 22 12:13:58 1998

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Home State Bank

Requests: Final Planned Unit Development Amendment and Special Use Permit to allow a second free-standing sign with an Electronic Message Center (EMC) with Variations from:

A) Article 2 Special Use Criteria that the property contain 200 feet of frontage on either Route 14 or Route 31.
B) Article 2 Special Use Criteria to allow the sign to exceed the maximum allowed sign height for the use.
C) Article 4-1000 from the maximum 6-foot height to allow 9 feet.
D) Article 4-1000 from the maximum 32 square-foot area to allow 60 square feet.

Petitioner: Bret Berg, petitioner
611 S. Main Street

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting the Final Planned Unit Development Amendment and Special Use Permit to allow a second free-standing sign with an Electronic Message Center (EMC) with Variations for Home State Bank at 611 S. Main Street.

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

Background:

- The sign exists at the drive-through location at the southeast corner of Route 14 and Main Street. Home State Bank is selling this location and has moved the drive-through facility to their free-standing branch, the property directly south, at 611 S. Main Street.
- This is an existing sign cabinet that will be relocated to the property. The base will be a monument style base and will be a reduction in height from the existing pole base.

Request: To relocate the existing sign and make it a monument style sign the following variations are required:

- Article 2 Special Use Criteria that the property contain 200 feet of frontage on either Route 14 or Route 31.

  The property is not located on Route 14 or Route 31.

- Article 2 Special Use Criteria to allow the sign to exceed the maximum allowed sign height for the use.

  The sign is greater than the UDO height allowance for a free-standing sign.

- Article 4-1000 from the maximum 6-foot height to allow 9 feet.

  The existing sign exceeds the UDO standard.

- Article 4-1000 from the maximum 32 square-foot area to allow 60 square feet.

  The existing sign exceeds the UDO standard.

PZC Highlights:

- The PZC was supportive of the sign relocation.
- The PZC found that this request meets the Findings of Fact.

The PZC recommended **approval (4-0)** of the petitioner's request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Home State Bank, received 03/13/23)
   B. Plans (Hughes Signs, undated, received 03/13/23)

2. Add additional landscape ground cover in this area to fill in missing or dying landscape and around the base of the sign.

3. The EMC portion of the sign shall not appear to move, flash, scroll, or use other animation. The message must change instantly and only every 5 minutes.

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

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the PUD Amendment, SUP and Variations at 611 Main Street. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: _____ Date: 4/10/23
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Home State Bank, received 03/13/23)
   B. Plans (Hughes Signs, undated, received 03/13/23)

2. Add additional landscape ground cover in this area to fill in missing or dying landscape and around the base of the sign.

3. The EMC portion of the sign shall not appear to move, flash, scroll, or use other animation. The message must change instantly and only every 5 minutes.

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

1 SF Landscape / square foot of sign

Amber or White pref

60%

Some Credit for Landscaping behind possible. Otherwise daytilly's of groundcover.

Thanks Liz!

plant in Fall ok per Liza Maxwell

PIQ Map
611 S. Main Street



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AMENDMENT AND SPECIAL USE PERMIT TO ALLOW A SECOND FREE-STANDING SIGN WITH ELECTRONIC MESSAGE CENTER AND VARIATIONS FOR HOME STATE BANK AT 611 S. MAIN STREET

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-45) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Final Planned Unit Development Amendment and Special Use Permit to allow a second free-standing sign with an Electronic Message Center (EMC) with Variations from Article 2 Special Use Criteria that the property contain 200 feet of frontage on either Route 14 or Route 31, Article 2 Special Use Criteria to allow the sign to exceed the maximum allowed sign height for the use, Article 4-1000 from the maximum 6-foot height to allow 9 feet, and Article 4-1000 from the maximum 32 square-foot area to allow 60 square feet for Home State Bank at 611 S. Main Street; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on March 17, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on April 5, 2023, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final PUD Amendment and Special Use Permit with Variations, and

WHEREAS, on April 5, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Final PUD Amendment and Special Use Permit with Variations be approved, as documented in the minutes, and

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

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

Section I: That a Final Planned Unit Development Amendment and Special Use Permit to allow a second free-standing sign with an Electronic Message Center (EMC) with Variations from Article 2 Special Use Criteria that the property contain 200 feet of frontage on either Route 14 or Route 31, Article 2 Special Use Criteria to allow the sign to exceed the maximum allowed sign height for the use, Article 4-1000 from the maximum 6-foot height to allow 9 feet, and Article 4-1000 from the maximum 32 square-foot area to allow 60 square feet Home State Bank at the property commonly known as 611 S. Main Street (19-09-106-027), Crystal Lake, Illinois is hereby approved.

Draft

Section II: Said Final PUD Amendment and Special Use Permit with Variations request is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Home State Bank, received 03/13/23)
   B. Plans (Hughes Signs, undated, received 03/13/23)

2. Add additional landscape ground cover in this area to fill in missing or dying landscape and around the base of the sign.

3. The EMC portion of the sign shall not appear to move, flash, scroll, or use other animation. The message must change instantly and only every 5 minutes.

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

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Final PUD Amendment and Special Use Permit with Variations in accordance with the provisions of this Ordinance, as provided by law.

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

DATED at Crystal Lake, Illinois, this 18th day of April, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: April 18, 2023
Approved: April 18, 2023

Draft

#2023-45
Home State Bank Final PUD Amendment and Special Use Permit with Variations
Project Review for Planning and Zoning Commission

Meeting Date: April 5, 2023

Request: Final Planned Unit Development Amendment and Special Use Permit to allow a second free-standing sign with an Electronic Message Center (EMC) with Variations from:

A) Article 2 Special Use Criteria that the property contain 200 feet of frontage on either Route 14 or Route 31.
B) Article 2 Special Use Criteria to allow the sign to exceed the maximum allowed sign height for the use.
C) Article 4-1000 from the maximum 6-foot height to allow 9 feet.
D) Article 4-1000 from the maximum 32 square-foot area to allow 60 square feet.

Location: 611 S. Main Street

Acreage: Approximately 2 acres

Existing Zoning: B-2 PUD General Commercial

Surrounding Properties:

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

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- Home State Bank owns the subject property and the property to the north. The property to the north contains the drive-through use with the existing sign.
- This existing sign is planned to be relocated to the subject property. This EMC sign was granted variations for height and sign area. The sign is 14 feet in height and 60 square feet and the EMC portion is 20 square feet.
- Office uses are permitted signs up to 6 feet in height and 32 square feet.
- This sign is being added to 611 S. Main, which has an existing free-standing sign.



Development Analysis:

Land Use/Zoning

- The site is zoned B-2 PUD General Commercial. This zoning district does allow EMC signs.
- The land use map shows the area as Commerce. This is an appropriate land use designation for the financial institution and signage.

Sign Proposal:

- Seven (7) new signs will be added to this site. Six (6) of these signs are directional signs, which can be four (4) square feet and three (3) feet in height. The way-finding signs meet these requirements.
- The EMC sign will be relocated to the south end of the property at Main Street and Liberty Road.
- This property does not qualify for an EMC sign as it is not located on Route 14 or Route 31 and therefore requires a variation. The sign is also requires variations for height and sign copy square footage.
- The UDO was adopted in 2009 and prior to that several EMC signs were approved through the sign code and sign variations. After the UDO and EMC regulations, four (4) signs were approved with variations to the location requirement and one (1) was approved with a variation to the zoning district.

User	Zoning	Frontage Length/Lot Size	Location	Size	Color
Express Employment	B-2	**< 2 acres**	**Route 176**	22.35 SF	Amber
YMCA	B-2	800 ft	**Manor Rd**	**66 SF**	Amber
Mayfair	B-2	300 ft	**Main Street**	**71.6 SF** **16 ft high**	Amber
MCC	**W**	1,100 ft	Route 14	**150 SF** **40 SF EMC**	**Full Color**
Culvers	B-2	310 ft	**Pingree Road**	10.27 SF	Amber
Beyond Stables	E	1,374 ft/64ac	**Route 176**	20 SF	Amber

Findings of fact:

ELECTRONIC MESSAGE CENTER SIGNS

Electronic message center (EMC) signs except gasoline electronic pricing signs. All electronic message center (EMC) signs, except gasoline electronic pricing signs, must comply with the following standards:

a. Number permitted: One EMC Sign may be incorporated into any freestanding business sign on a property, provided that such freestanding sign would otherwise be permitted within the underlying Zoning District and subject to the following restrictions:

(i) Minimum width: The zoning lot upon which an EMC may be permitted must have a minimum of 200 contiguous lineal feet of frontage that must be located on Route 14 or Route 31.

☐ *Meets* ☒ *Does not meet*

The request does not meet this requirement and requires a variation, as the property is not located on Route 14 or Route 31.

(ii) Minimum area: The zoning lot upon which an EMC may be permitted must have a minimum of two acres of total lot area.

☒ *Meets* ☐ *Does not meet*

(iii) Maximum gross surface area: The maximum gross surface area of the EMC portion of any sign shall not exceed 32 square feet or 40% of the sign's total area; whichever is smaller. The EMC portion must occupy the bottom half of the sign. The maximum gross area of any sign within which an EMC sign is incorporated shall comply with the requirements for maximum gross surface area based on the underlying Zoning District and shall include the surface area of the EMC. The sign must be outside of the required setback and located on the middle third of the property.

☒ *Meets* ☐ *Does not meet*

(iv) Maximum height: The EMC sign, including any sign in which the EMC is incorporated, shall comply with the maximum height permitted for any sign based on the underlying Zoning District to which the property is located.

☐ *Meets* ☒ *Does not meet*

The request does not meet this requirement and requires a variation, as the sign including the base is nine (9) feet in height, which includes the architectural embellishment on top. The maximum allowed for office signs is six (6) feet in height.

(v) Preexisting nonconforming signs: An EMC sign cannot be incorporated into a preexisting nonconforming sign.

☒ *Meets* ☐ *Does not meet*

(vi) Minimum design standards: The EMC sign shall meet all the following design conditions:

I. The EMC unit must be equipped with both a programmed dimming sequence as well as an additional overriding mechanical photocell that adjusts the brightness of the display to the ambient light at all times of day. Such programming and mechanical equipment shall be set so that the EMC, at night or in overcast conditions, will be no more than 40% of the daytime brightness level;

☒ *Meets* ☐ *Does not meet*

II. All EMCs located on properties adjacent to residential uses must be extinguished from 11:00 p.m. until 7:00 a.m. This restriction shall apply regardless of the location of the EMC on the property;

☒ *Meets* ☐ *Does not meet*

III. The message area of an EMC can be illuminated by white or amber incandescent lamps, LED (light-emitting diode) or magnetic discs;

☒ *Meets* ☐ *Does not meet*

IV. The EMC unit must have the "flash" feature disabled and messages shall have a five-minute "hold" time except for time and temperature messaging which may have a shorter duration, but no less than one minute or separate the sign into two areas - one for the message and the other for the time and temperature;

☒ *Meets* ☐ *Does not meet*

V. The messages displayed on the EMC may only transition from one message to another by either fading or dissolving to black with another message appearing immediately thereafter, without movement or other transition effects between messages;

☒ *Meets* ☐ *Does not meet*

VI. Except as otherwise provided herein, all messages displayed on the EMC must be static and may not reflect movement, flashing, scrolling or changes in shape or size of messages or portions of messages. Streaming and/or live-time video may not be displayed and this function of the EMC must be disabled;

☒ *Meets* ☐ *Does not meet*

VII. The EMC unit must be equipped to override commercial messages for emergency situations such as an "Amber Alert" or other such acute public emergencies, but such override authority for public emergencies shall not exceed 48 total hours within any two week period. The owner of the EMC unit is requested to cooperate with the City of Crystal Lake in order to allow the City to exercise its override authority; and

☒ *Meets* ☐ *Does not meet*

VIII. The EMC sign must be set in a manner that the display will turn dark in case of a malfunction.

☒ *Meets* ☐ *Does not meet*

(vii) A freestanding sign may have not more than two sign faces. Freestanding signs with more than one sign face must be designed to have the sign faces attached back to back to the support structure. No V-shaped freestanding EMC signs shall be permitted.

☒ *Meets* ☐ *Does not meet*

(viii) The EMC unit shall otherwise comply with all other provisions of Section 4-1000 of the Crystal Lake Unified Development Ordinance ("Signs"), including, but not limited to, the prohibition of Off-Premise Signs.

☒ *Meets* ☐ *Does not meet*

FINAL PLANNED UNIT DEVELOPMENT AMENDMENT AND SPECIAL USE PERMIT
The petitioner is requesting approval of a Final Planned Unit Development Amendment and Special Use Permit to allow a second free-standing sign with an Electronic Message Center (EMC) with Variations from the Article 2 criteria that the property contain 200 feet of frontage on either Route 14 or Route 31 and to allow the sign to exceed the maximum allowed sign height for the use and Variations from Article 4-1000 from the maximum 6-foot height to allow 9 feet and from the maximum 32 square-foot area to allow 60 square feet.

A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.
Section 2-400 B General Standards for all special uses in the Unified Ordinance establishes standards for all special uses in Crystal Lake. Briefly, the criteria are as follows:

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

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

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

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

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

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

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

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

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

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

The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal.

This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements which may otherwise require individual requests and applications for zoning variations.

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

Therefore more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. Although a formal variation request is not required to be made in conjunction with a Planned Unit Development, Staff identifies those aspects of the Planned Unit Development which effectively result in variations from UDO requirements. If the evidence is not found to justify these variations from the UDO that fact shall be reported to the City Council with a recommendation that the variations from the UDO which are proposed as part of the Planned Development be lessened or denied.

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

A) Article 2 Special Use Criteria that the property contain 200 feet of frontage on either Route 14 or Route 31.
B) Article 2 Special Use Criteria to allow the sign to exceed the maximum allowed sign height for the use.
C) Article 4-1000 from the maximum 6-foot height to allow 9 feet.
D) Article 4-1000 from the maximum 32 square-foot area to allow 60 square feet.

The variations are requested to allow for this sign to be relocated from the adjacent property to this site.

Comprehensive Land Use Plan 2030 Summary Review:

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

Land Use - Commerce

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

This can be accomplished with the following supporting action:

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Home State Bank, received 03/13/23)
   B. Plans (Hughes Signs, undated, received 03/13/23)

2. Add additional landscape ground cover in this area to fill in missing or dying landscape and around the base of the sign.

3. The EMC portion of the sign shall not appear to move, flash, scroll, or use other animation. The message must change instantly and only every 5 minutes.

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

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Relocation of existing sign with EMC

Action Requested

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

Petitioner Information

Name: Home State Bank NA.
Address: 40 Grant St.
Crystal Lake, IL 60014
Phone: 815-459-2000
Fax: _____
E-mail: BBerg@homestbk.com

Owner Information (if different)

Name: _____
Address: _____
_____
Phone: _____
Fax: _____
E-mail: _____

Property Information

Project Description: Relocation of existing sign with EMC to 611 MAIN

Project Address/Location: 611 S. Main St.

PIN Number(s): 19-09-106-027

Development Team

Please include address, phone, fax and e-mail

Developer: _____

Architect: _____

Attorney: _____

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: Penny Hughes 335 N. Bayview Ln McHenry IL
815 482-1211 penny.hughes3i9@gmail.com

Signatures

Brett J Berg BRETT J BERG - Director of Marketing 3/10/23

PETITIONER: Print and Sign name (*if different from owner*) **Date** OBO - HOME STATE BANK

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

BRETT J BERG Brett J Berg VP-Director of Marketing 3-10-23

OWNER: Print and Sign name **Date** OBO Home State Bank

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, APRIL 5, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

On roll call, members, Gronow, Repholz, Skluzacek, and Smith, were present. Members Greenman and Teetsov were absent.

Elizabeth Maxwell, City Planner, Abby Wilgreen, City Engineer, and Matt Farmer, Deputy Director of Public Works were present from Staff.

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

2023-45 – 611 S. MAIN STREET – HOME STATE BANK – FINAL PUD AMENDMENT AND SPECIAL USE PERMIT AND VARIATIONS

Planned Unit Development Amendment and Special Use Permit to allow a second free-standing sign with an Electronic Message Center (EMC) with Variations from the Article 2 criteria that the property contain 200 feet of frontage on either Route 14 or Route 31 and to allow the sign to exceed the maximum allowed sign height and Variations from Article 4-1000 from the maximum 6-foot height to allow 9 feet and from the maximum 32 square-foot area to allow 60 square feet.

Mr. Brett Berg, with Home State Bank and Ms. Penny Hughes, with Hughes Signs were present to represent the petition. Ms. Hughes presented the information about the signs. The existing electronic message center (EMC) sign will be relocated to this site. The sign will be lowered from the pole style brick base to a monument style. The sign requires variations from the height and square footage, as well as allowing a second free-standing sign on the property. The EMC sign will not meet criteria for location since this property is not on Route 31 or Route 14 and the criteria for height.

Staff summarized the request and the variations.

Mr. Gronow opened the public hearing. There being no one who wished to speak, he closed the public hearing and turned it over to the commissioners.
Ms. Repholz asked if this was a new sign. She said the directional signs will be helpful

Mr. Skluzacek said his question was answered. He is in favor of the request.

Mr. Smith said this seems appropriate. The sign has been there so everyone has been used to it being there and there are no issues.

Mr. Gronow said this meets the Findings of Fact. He asked when the north lot would be sold and what would be built there. Mr. Berg said they are still in negotiations.

Mr. Smith made a motion to approve 2023-45, the final PUD Amendment, Special Use Permit and Variations to allow a second free-standing sign, which is an EMC with the following staff conditions:

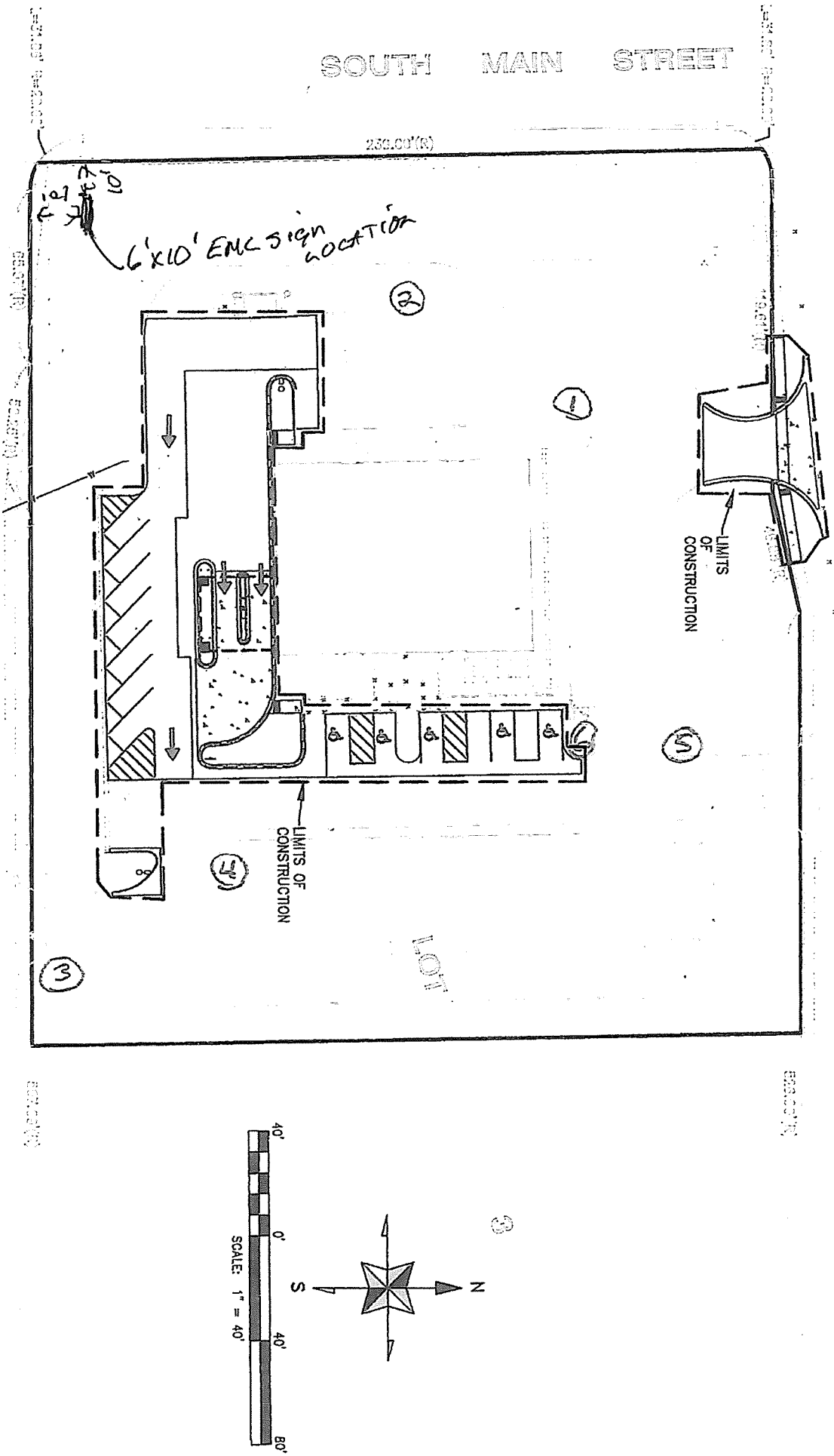
1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Home State Bank, received 03/13/23)
   B. Plans (Hughes Signs, undated, received 03/13/23)

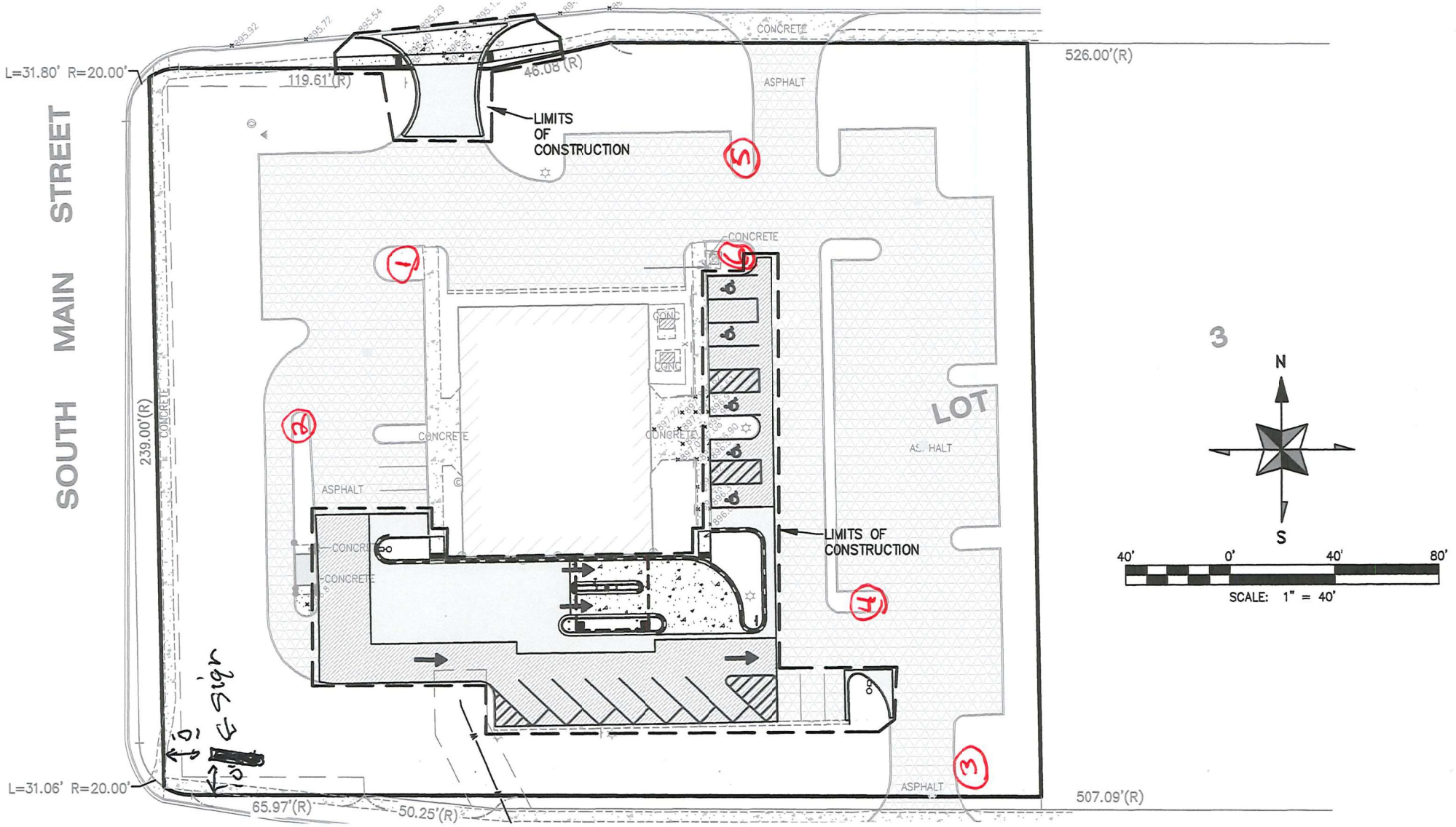
2. Add additional landscape ground cover in this area to fill in missing or dying landscape and around the base of the sign.

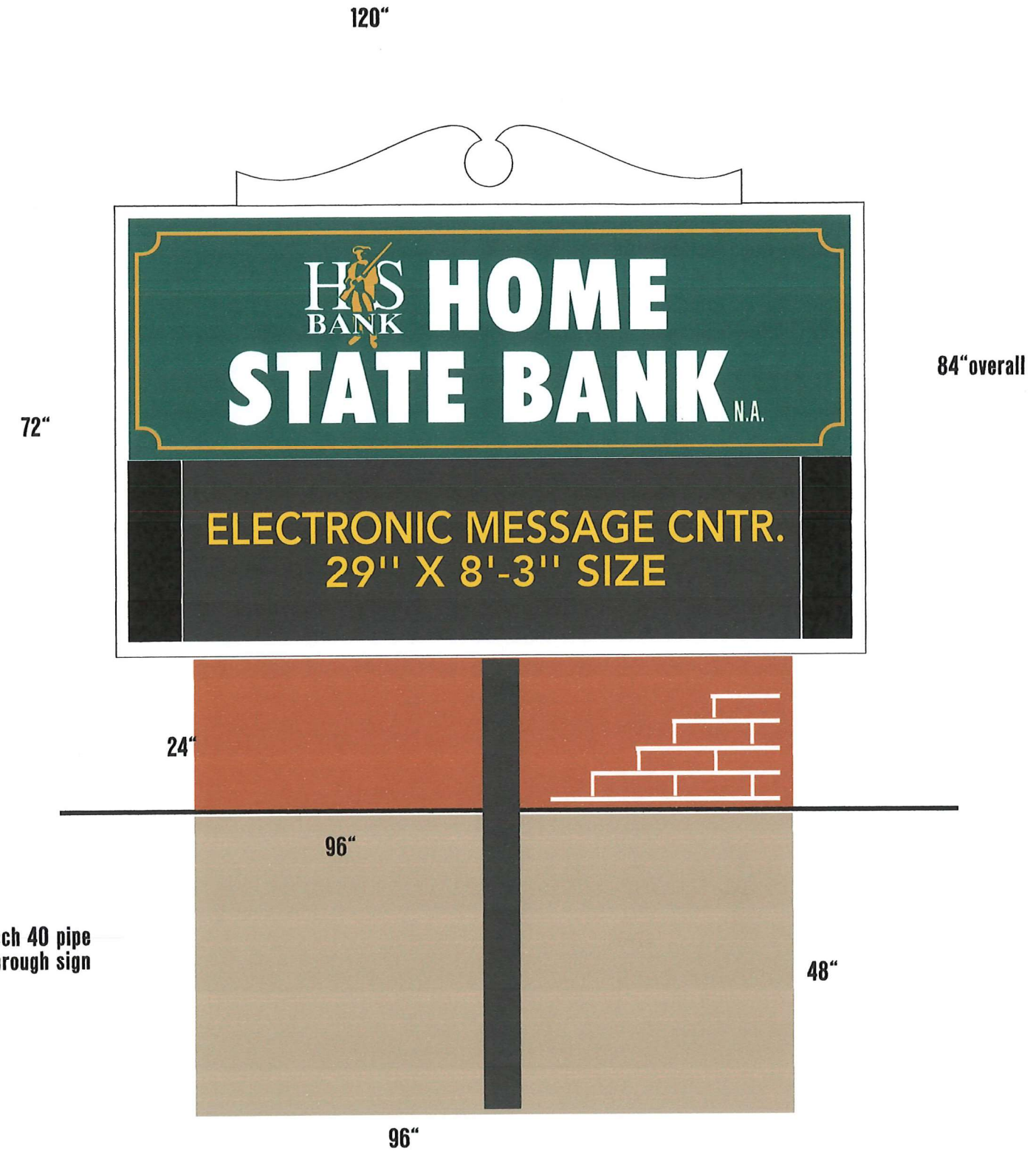
3. The EMC portion of the sign shall not appear to move, flash, scroll, or use other animation. The message must change instantly and only every 5 minutes.

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

Mr. Skluzacek seconded the motion. On roll call Members Gronow, Repholz, Skluzacek, and Smith voted aye. Motion passed 4-0.


SOUTH MAIN STREET
236.00'(S)
6'x10' EMC SIGN LOCATION
LIMITS OF CONSTRUCTION
LIMITS OF CONSTRUCTION
1
2
3
4
5
6
LOT 1
40'
0'
40'
80'
SCALE: 1" = 40'
S
N

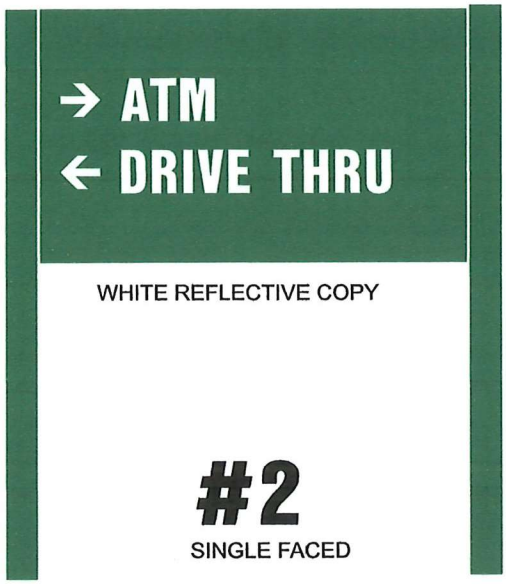

SOUTH MAIN STREET
L=31.80' R=20.00'
119.61'(R)
46.08'(R)
526.00'(R)
CONCRETE
ASPHALT
LIMITS OF CONSTRUCTION
239.00'(R)
CONCRETE
LOT
ASPHALT
LIMITS OF CONSTRUCTION
L=31.06' R=20.00'
65.97'(R)
50.25'(R)
507.09'(R)
3
N
S
40' 0' 40' 80'
SCALE: 1" = 40'


120"
HS BANK
HOME
STATE BANK N.A.
84" overall
72"
ELECTRONIC MESSAGE CNTR.
29" X 8'-3" SIZE
24"
96"
6" sch 40 pipe
through sign
48"
96"

16" X 27"

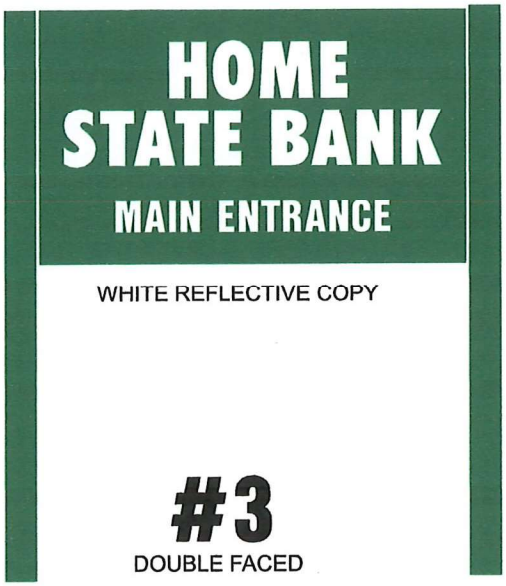


16" X 27"

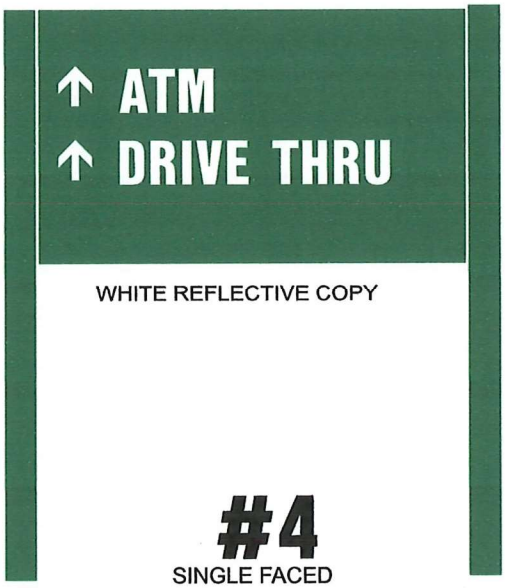


36" HIGH

16" X 27"



16" X 27"



16" X 27"



16" X 27"



36" HIGH

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: April 18, 2022

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Requests: Variations from Article 3:

1. to allow the encroachment of the principal structure 10 feet 3 inches into the 106.98 street side setback,
2. to allow the encroachment of the principal structure 15 feet 3 inches into the 59.27-foot front yard (lake side) setback,
3. to allow a three-foot encroachment by a roof overhang over the bay windows, a one-foot variation,
4. the construction of an accessory structure (a raised patio and spa with retaining wall), which encroaches an additional 11 feet into the 59.27-foot, a variation of 26 feet, and
5. to allow a total impervious surface coverage of 59%, a variation of 9% or 1,053 square feet.

Angie and Chris Hutchins, petitioners
997 North Shore Drive

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the variations for 997 North Shore Drive.

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

Background:

- The property is an existing single-family residence along Crystal Lake. As the setbacks are currently calculated, the existing house does not comply with the setback requirements.
- Front Yard (lake side) and street side setbacks are determined by the average of homes for the length of the block or within 400 feet. The street side setback is determined to be 106.98 feet. The front yard setback is determined to be 59.27 feet.
- The new house will encroach into both the front yard and street yard setbacks. The proposed use also exceeds the maximum impervious coverage limits.

- The City's stormwater consultant reviews the stormwater engineering to ensure it meets the City's code requirements. With this improvement, the existing drainage patterns will not change.
    - Residential lots located along the lake and within the Watershed require an enhanced review of the engineering due to the Watershed requirements compared to a typical residential lot located elsewhere in town.
    - Per these Watershed requirements, impervious surface drainage will be directed on-site to a trench drain. The petitioner is required to install the infiltration drains. The trench between the garages is calculated at approximately 32 feet in length, which is dependent on receiving additional information for the permit submittal. A second trench is required on the lake side to catch the remaining water.
    - An easement will be placed over the trench drain location and the easement document will be recorded against the property. This ensures future property owners will know the location of the trench drains and the required maintenance.
    - To ensure existing drainage patterns are not impacted, the 100-year storm event will need to be analyzed. This is a recommended condition of approval.

Request: To construct a new residence the following variations are required:

- Article 3 to allow the principal structure and attached accessory structure (patio and stairs) to encroach 26 feet into the required 59.27-foot front yard setback.

  The principal structure encroaches 15 feet 3 inches into the front yard setback. Attached accessory structures above 12 inches from grade must also meet principal structure setbacks. This causes the entire encroachment of 26 feet into the setback.

- Article 3 to allow the principal structure to encroach 10 feet 3 inches into the 106.98-foot street side setback.

  The new house will encroach into this setback. There is an existing detached garage along the street, which will remain.

- Article 3 to allow a 3-foot encroachment into the side yard setbacks by the bay window roof overhangs.

  The UDO allows for encroachments into the setbacks by up to 2 feet for things like chimneys, bay windows and roof overhangs. Since the bay windows are encroaching the 2 feet, the roof overhang extends an additional foot beyond what is permitted.

- Article 3 to allow a total impervious surface coverage of 59%.

  The UDO allows for a maximum impervious surface coverage limit of 50% of the lot. This is for both water infiltration and aesthetic reasons. The petitioners are proposing 59%, which exceeds the requirement by 1,053 square feet.

PZC Highlights:

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

- The neighbors were concerned about the water infiltration.

- The adjacent neighbor was concerned with the proximity of the driveway to the property line and the fact that the driveway extends into the middle of the lot. This used to be their private yard space and now it will be impacted by vehicles, deliveries, etc. There will be a lack of privacy. The front door and the garage door faces the neighboring property and not the street.
- The Planning and Zoning Commission had several concerns about the impervious coverage. They asked about removing the attached garage and driveway.
- The petitioner shared they reviewed the homes along North Shore and noted there are a variety of homes with attached or detached garages. They felt the home fit in with the neighborhood. They stated the hardship was the narrowness of the lot.
- The PZC found that the petition did met the Findings of Facts.

The Planning and Zoning Commission recommended **approval (3-1)** of the petitioner's request with the following recommended conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Hutchins, received 02/27/23)
   B. Civil Plans (Schmitt Engineering, dated 03/03/23, received 03/16/23)
   C. Elevations (ALA Architects, dated 02/27/23, received 03/01/23)
   D. Impervious Exhibit (Schmitt Engineering, dated 03/16/23, received 03/16/23)
   E. Plat of Survey (Heritage Land Consultants, dated 06/23/22, received 03/01/23)

2. A trench drain must be installed in the street side yard that takes the front of the house, roof drains/gutters, and the driveway water flows into the trench. The trench shall be moved away from the property line and designed and sized appropriately. The driveway must be pitched west so water flows to the trench.

3. No additional impervious coverage from the current coverage is permitted between the existing rear of the house and the lakefront, due to the water body buffer. Provide documentation showing the existing impervious coverage and proposed impervious coverage in this area.

4. An adequate stormwater management system must be designed to properly convey onsite and offsite water for 100-year storm event.

5. All impervious surface areas shall be installed at least 18 inches from any side property line.

6. Retaining walls cannot exceed 3 feet in height at any point or be used to alter natural grade, provide additional details on the patio construction.

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

8. Staff to take an enhanced look at the engineering of the property. (Added by the PZC)

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the Variations at 997 North Shore Drive. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: _____ Date: 4-12-23
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   - A. Application (Hutchins, received 02/27/23)
   - B. Civil Plans (Schmitt Engineering, dated 03/03/23, received 03/16/23)
   - C. Elevations (ALA Architects, dated 02/27/23, received 03/01/23)
   - D. Impervious Exhibit (Schmitt Engineering, dated 03/16/23, received 03/16/23)
   - E. Plat of Survey (Heritage Land Consultants, dated 06/23/22, received 03/01/23)

2. A trench drain must be installed in the street side yard that takes the front of the house, roof drains/gutters, and the driveway water flows into the trench. The trench shall be moved away from the property line and designed and sized appropriately. The driveway must be pitched west so water flows to the trench.

3. No additional impervious coverage from the current coverage is permitted between the existing rear of the house and the lakefront, due to the water body buffer. Provide documentation showing the existing impervious coverage and proposed impervious coverage in this area.

PIQ Map
997 North Shore Drive



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING SIMPLIFIED RESIDENTIAL VARIATIONS TO ALLOW A NEW SINGLE-FAMILY RESIDENCE AT 997 NORTH SHORE DRIVE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-35) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested Variations to allow to allow the encroachment of the principal structure 10 feet 3 inches into the 106.98 street side setback, to allow the encroachment of the principal structure 15 feet 3 inches into the 59.27-foot front yard (lake side) setback, to allow a three-foot encroachment by a roof overhang over the bay windows, a one-foot variation, the construction of an accessory structure (a raised patio and spa with retaining wall), which encroaches an additional 11 feet into the 59.27-foot, a variation of 26 feet, and to allow a total impervious surface coverage of 59%, a variation of 9% or 1,053 square feet at 997 North Shore Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on March 18, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on April 5, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed variations; and

WHEREAS, on April 5, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variations be approved, as documented in the minutes, and

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

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

Section I: That Variations to allow to allow the encroachment of the principal structure 10 feet 3 inches into the 106.98 street side setback, to allow the encroachment of the principal structure 15 feet 3 inches into the 59.27-foot front yard (lake side) setback, to allow a three-foot encroachment by a roof overhang over the bay windows, a one-foot variation, the construction of an accessory structure (a raised patio and spa with retaining wall), which encroaches an additional 11 feet into the 59.27-foot, a variation of 26 feet, and to allow a total impervious surface coverage of 59%, a variation of 9% or 1,053 square feet at 997 North Shore Drive (18-01-299-031), Crystal Lake, Illinois is hereby approved.

Draft

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Hutchins, received 02/27/23)
   B. Civil Plans (Schmitt Engineering, dated 03/03/23, received 03/16/23)
   C. Elevations (ALA Architects, dated 02/27/23, received 03/01/23)
   D. Impervious Exhibit (Schmitt Engineering, dated 03/16/23, received 03/16/23)
   E. Plat of Survey (Heritage Land Consultants, dated 06/23/22, received 03/01/23)

2. A trench drain must be installed in the street side yard that takes the front of the house, roof drains/gutters, and the driveway water flows into the trench. The trench shall be moved away from the property line and designed and sized appropriately. The driveway must be pitched west so water flows to the trench.

3. No additional impervious coverage from the current coverage is permitted between the existing rear of the house and the lakefront, due to the water body buffer. Provide documentation showing the existing impervious coverage and proposed impervious coverage in this area.

4. An adequate stormwater management system must be designed to properly convey onsite and offsite water for 100-year storm event.

5. All impervious surface areas shall be installed at least 18 inches from any side property line.

6. Retaining walls cannot exceed 3 feet in height at any point or be used to alter natural grade, provide additional details on the patio construction.

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

8. Staff to take an enhanced look at the engineering of the property.

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

Draft

Ord. No.
File No.

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

DATED at Crystal Lake, Illinois, this 18th day of April, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: April 18, 2023
Approved: April 18, 2023

Draft

#2023-35
997 North Shore Drive – Variations
Project Review for Planning and Zoning Commission

Meeting Date: April 5, 2023

Request: Variations from Article 3:

1. to allow the encroachment of the principal structure 10 feet 3 inches into the 106.98 street side setback,
2. to allow the encroachment of the principal structure 15 feet 3 inches into the 59.27-foot front yard (lake side) setback,
3. to allow a three-foot encroachment by a roof overhang over the bay windows, a one-foot variation,
4. the construction of an accessory structure (a raised patio and spa with retaining wall), which encroaches an additional 11 feet into the 59.27-foot, a variation of 26 feet, and
5. to allow a total impervious surface coverage of 59%, a variation of 9% or 1,053 square feet.

Location: 997 North Shore Drive

Acreage: Approximately 11,500 square feet

Existing Zoning: R-2 Single Family

Surrounding Properties:

North:	R-2 Single Family
South:	Crystal Lake
East:	R-2 Single Family
West:	R-2 Single Family

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The property is an existing single-family residential lot in Crystal Lake.
- The petitioner plans to demolish the existing house and construct a new house.
- The back wall of the new house will be in generally the same location as the house is now. Due to the averaged setbacks this requires variations into the front yard and street yard setbacks.
- The new house and driveway will be increasing the impervious surface by about 2,311 square feet. It requires a variation to allow up to 59% impervious coverage.

Development Analysis:

General

- Request: To construct a new house, which encroaches into the front yard setback, street-side setback, with bay window roof overhangs into the side yards, and to exceed the maximum impervious surface coverage.
- Zoning: The site is zoned R-2 Single Family. This property will be used as a single-family home.
- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.
- The front yard setback and street side setback is determined by the average of homes with 400 feet. The setbacks are unique to each lot. The front yard setback along the lake cuts through the existing home footprint.
- Staff has reviewed the proposed location of the house and offers two suggestions for relocation to reduce or amend the requested variations. The exhibits at the end of the report illustrate the proposed footprint and two modified footprints which pull the house farther away from the lakefront.
- The petitioner is required to install a trench drain in the street side yard of the property large enough to accommodate the house, gutter/roof drains, and the driveway. The trench is calculated at approximately 32 feet in length, which is dependent on receiving additional information. An additional trench is required closer to the lake to catch the remaining water.
- Moving the home closer to the street would reduce the driveway length, reducing some of the impervious surface. The existing parking pad is going to be extended as a driveway.

Existing view of garage, parking pad and house.



Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting Variations from Article 3 to allow the encroachment of the principal structure 10 feet 3 inches into the 106.98 street side setback, to allow the encroachment of the principal structure 15 feet 3 inches into the 59.27-foot front yard (lake side) setback, to allow a three-foot encroachment by a roof overhang over the bay windows, a one-foot variation, the construction of an accessory structure (a raised patio and spa with retaining wall), which encroaches an additional 11 feet into the 59.27-foot, a variation of 26 feet, and to allow a total impervious surface coverage of 59%, a variation of 9% or 1,053 square feet.

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

Standards

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

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

Design Standards

City staff reviews new construction against the UDO design standards. New Subdivisions and Infill Development are subject to the following design standards:

1. Orientation of Buildings (Mandatory)
   ☒ *Meets* ☐ *Does not meet*

   Orientation of dwellings. For new and in-fill development, the main entrance of each primary structure must face the street, unless for in-fill development, another pattern is well established on the block. On corner lots, the main entrance may face either of the streets or be oriented to the corner. Where dwellings have more than one main entrance, only one entrance must meet this requirement

2. Entry Features (Mandatory)
   ☒ *Meets* ☐ *Does not meet*

   Infill development: On blocks where at least 75% of the existing dwellings have front porches, new dwellings will be required to have front porches, consistent with the style of the house. Even on blocks without a dominant pattern of porches, the inclusion of front porches is encouraged as a symbol of entry.

3. Garages (Optional)
   ☒ *Meets* ☒ *Does not meet (existing garage meets, new garage does not)*

   Infill development: In general, new garages should be located and sized consistent with the established pattern in the neighborhood.

   Where 75% of the existing dwellings on a block have detached garages, new garages shall also be detached.

   In neighborhoods where the predominant pattern is one-car or two-car attached garages, new garages that are for three cars should either be turned sideways to the street, or where that is not possible due to lot restraints, configured as two tandem spaces and one single space or split and offset as two distinct garages, a two-car and a one-car garage.

   Detached garages shall be of the same style, appearance and building material of the dwelling.

4. Building Foundations (Optional)
☒ *Meets* ☐ *Does not meet*

Building foundations. New subdivisions and in-fill development: Exposed foundations walls or piers shall be clad in face brick, stone, stucco, or the principal exterior building material. Latticework screening shall be installed between the piers on front and side building facades.

5. Roofs and Rooflines (Optional)
☒ *Meets* ☐ *Does not meet*

Where 75% of the existing dwellings on a block have a predominant pattern of peaked roofs, the proposed dwelling shall also have a peaked roof.

6. Windows and Entryways (Optional)
☒ *Meets* ☐ *Does not meet*

New dwellings in established neighborhoods are encouraged to be compatible with the architectural style found in the neighborhood. Compatibility can be achieved by selecting window styles (double hung, casement, fixed, etc.) and frame materials that are specific to the predominant architectural style found in the neighborhood. Compatibility can also be achieved by paying attention to window sizes and proportions. For example, ranch-style windows are often wider than they are high, Victorian windows are typically tall and slender. Several styles also traditionally employ the same window repeated in groups of two, three or four as a fundamental style of expression.

7. Exterior Finish Materials (Optional)
☒ *Meets* ☐ *Does not meet*

New subdivisions and in-fill development. Traditional masonry building materials such as brick or stone or wood clapboard or fiber cement siding are highly encouraged as exterior finish materials. Plain concrete block, plain concrete, corrugated metal, aluminum siding, plywood and sheet pressboard are not allowed as exterior finish material. Artificial stucco and exterior insulation and finish systems (EIFS) are not permitted as exterior finish materials. Authentic stucco consisting of three-coat Portland cement is acceptable. For in-fill developments, the materials should be appropriate to the style and style era of the dwelling. Materials developed after the establishment of a particular architectural style are appropriate only where they are of high quality or are deliberate reproductions of the original material. Composite boards manufactured from wood or other products, such as hardboard or hardiplank may be used where the board product is less than six inches wide. Where wood products are used for siding, the siding must be shingles or horizontal siding and not shakes. Where horizontal siding is used, it must be ship-lap or clapboard siding composed of boards with a reveal of three to six inches. If vinyl siding is used, it must be in a clapboard or ship-lap pattern where the Boards in the pattern are six inches or less in width.

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use - Residential

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

Supporting Actions: Preserve and enhance the character and livability of existing residential area with architectural and development guidelines.

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Hutchins, received 02/27/23)
   B. Civil Plans (Schmitt Engineering, dated 03/03/23, received 03/16/23)
   C. Elevations (ALA Architects, dated 02/27/23, received 03/01/23)
   D. Impervious Exhibit (Schmitt Engineering, dated 03/16/23, received 03/16/23)
   E. Plat of Survey (Heritage Land Consultants, dated 06/23/22, received 03/01/23)

2. A trench drain must be installed in the street side yard that takes the front of the house, roof drains/gutters, and the driveway water flows into the trench. The trench shall be moved away from the property line and designed and sized appropriately. The driveway must be pitched west so water flows to the trench.

3. No additional impervious coverage from the current coverage is permitted between the existing rear of the house and the lakefront, due to the water body buffer. Provide documentation showing the existing impervious coverage and proposed impervious coverage in this area.

4. An adequate stormwater management system must be designed to properly convey onsite and offsite water for 100-year storm event.

5. All impervious surface areas shall be installed at least 18 inches from any side property line.

6. Retaining walls cannot exceed 3 feet in height at any point or be used to alter natural grade, provide additional details on the patio construction.

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

Exhibit A
Petitioner's Proposed Building Footprint

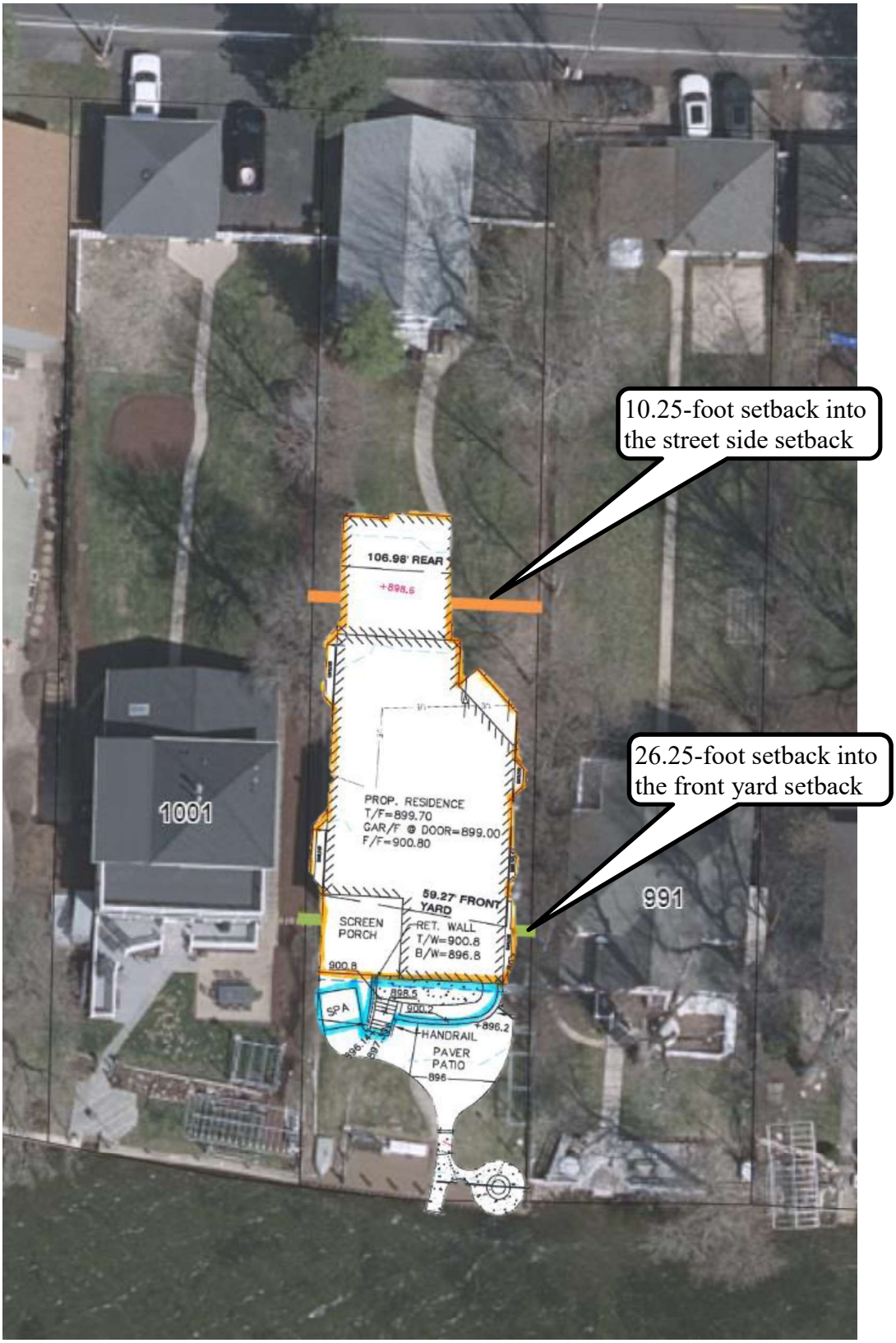


Exhibit B
Relocation of all structures behind lake side setback

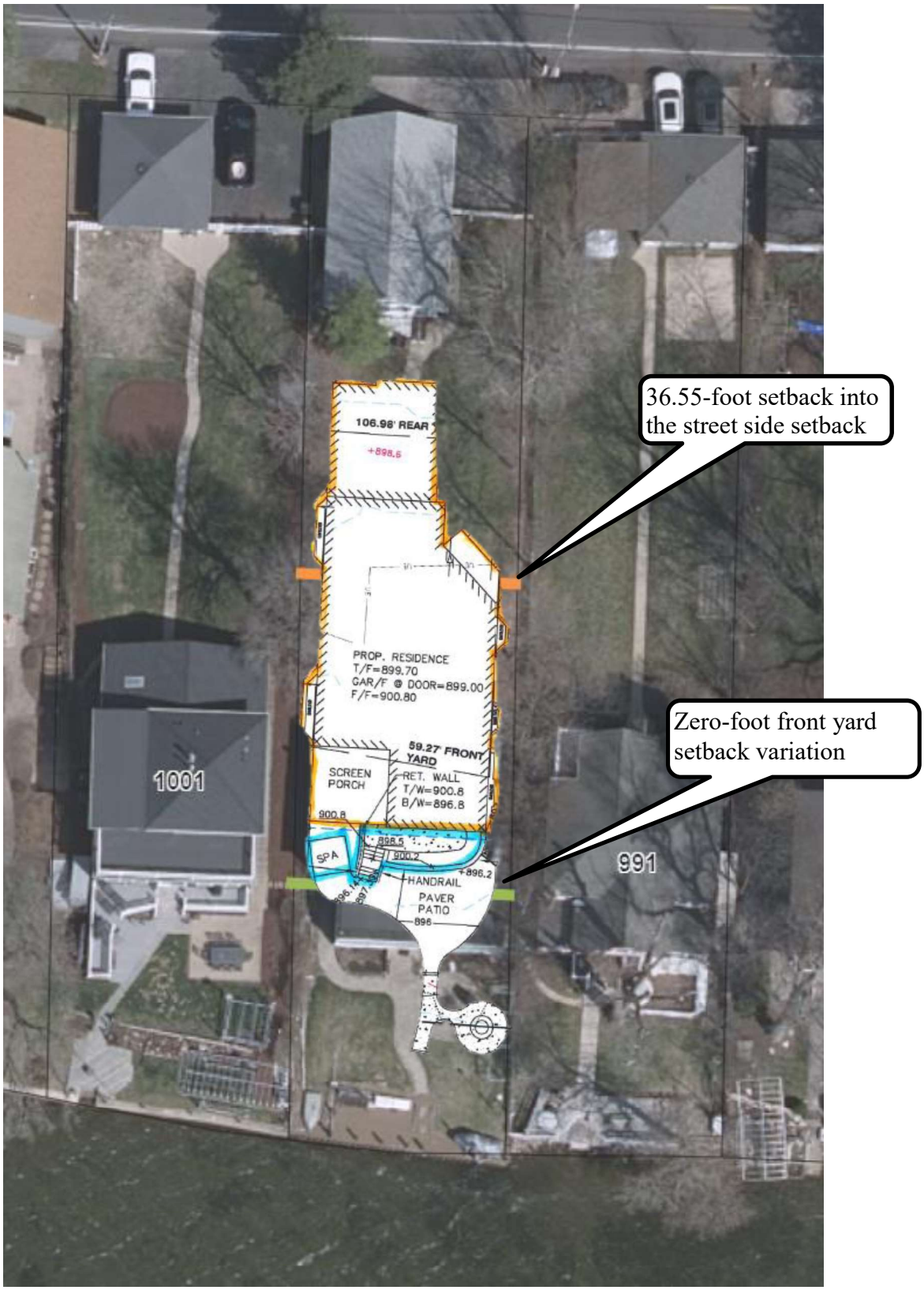
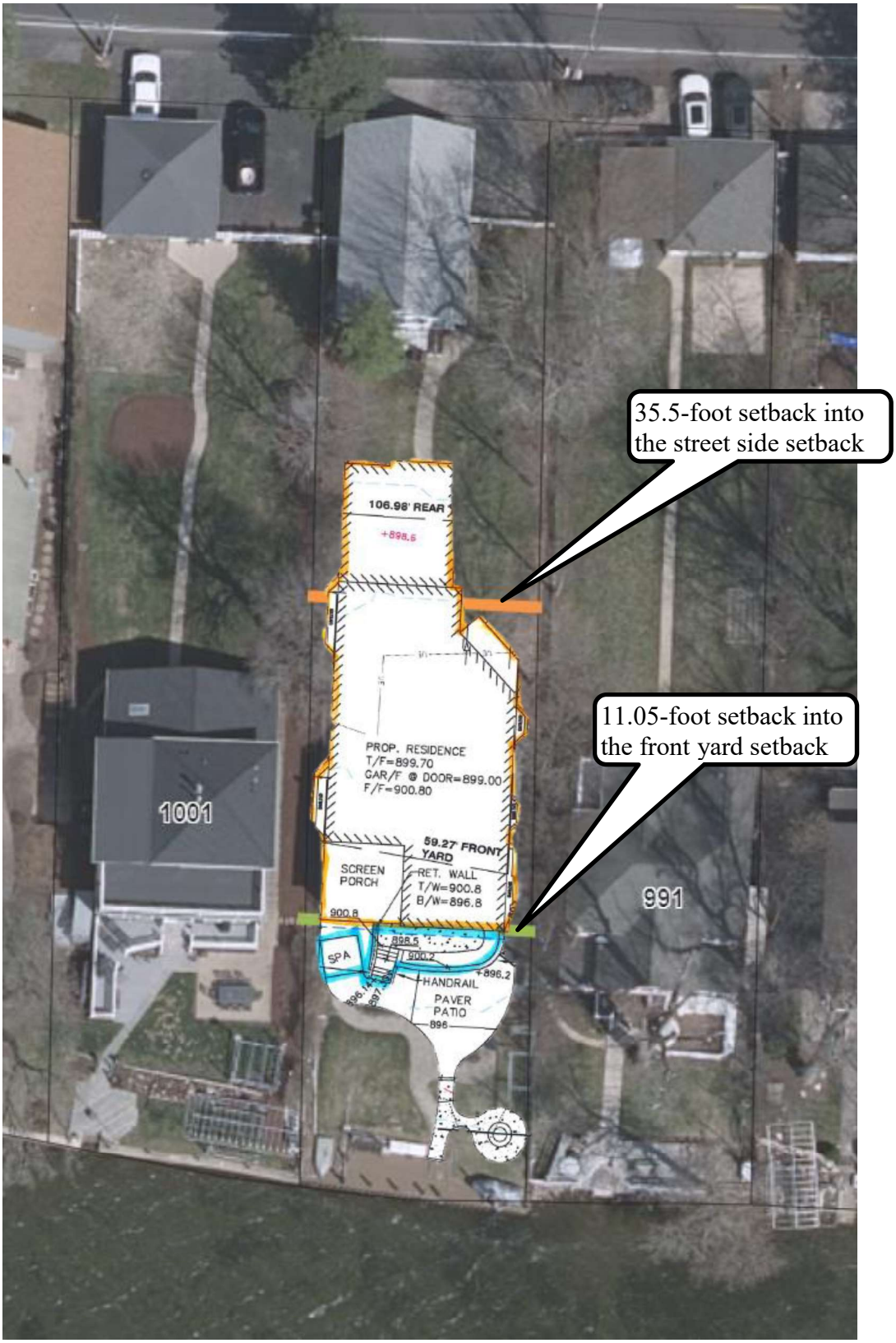


Exhibit C
Relocation of principal structure behind lake side setback



Application for Simplified Residential Variation

Application Number: _____ **FOR OFFICE USE ONLY**

Project Name: _____

Date of Submission: _____

I. Applicant

Angie Ruger Hutchins & Christopher Hutchins (managers of CL Lake House LLC)

Name

997 North Shore Drive

Street

Crystal Lake, IL 60014

City State Zip Code

[redacted]

Telephone Number E-Mail Address

II. Owner of Property (if different)

Same as above

Name

Same as above

Address

III. Project Data

1. a. Location/Address: 997 North Shore Drive, Crystal Lake, IL 60014

   b. PIN #: 18-01-299-031

2. Description of proposal/Reason for request (including how the standards for variation are met, any unique circumstance of the property, or particular hardship):

DESCRIBE THE UNIQUE CIRCUMSTANCES OF THE PROPERTY:

The lot and existing home are both non-conforming. The plight of the property owner is unique with exceptional narrowness with the non-conforming lot.

The owners' original intent was to keep the existing footprint but the foundation is in disrepair. The foundation is in 3 different sections with crumbling walls and water leaking into some areas. The goal is to create an attractive custom home on the lake that will allow "age in place" with a first floor master and attached garage.

Variances on the building setbacks and impervious surface coverage are being requested.

IS THE HARDSHIP SELF-CREATED?

No, the lot is non-conforming.

ARE THE CONDITIONS APPLICABLE TO OTHER PROPERTIES IN THE SAME ZONING CLASSIFICATION?

No, the non-conformity of the lot differentiates it from the other properties.
The variation is not applicable to other properties in the same zoning classification because the guidelines change the standards from house to house depending on the other houses on the lake.

WILL THE VARIATION ALERT THE ESSENTIAL CHARACTER OF THE LOCALITY?

The variation will not alter the essential character of the locality. The proposed home will blend well with the two newly remodeled homes next door and the other attractive homes on the lake.

WILL THE VARIATION, IF GRANTED BE DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY?

No, the variations will not be detrimental to public welfare or injurious to other property. The variations will increase property values.

WILL THE VARIATION AS PROPOSED IMPAIR ADEQUATE SUPPLY OF LIGHT OR AIR TO ADJACENT PROPERTY; DIMINISH PROPERTY VALUE; INCREASE CONGESTION IN PUBLIC STREETS; SUBSTANTIALLY INCREASE THE DANGER OF FIRE; TO ENDANGER PUBLIC SAFETY?

No, the variations will not be detrimental to: public welfare, light or air to adjacent properties, congestion in the public street, or fire risk. The variations will increase property values.

3. List any previous variations that are approved for this property:
N/A

IV. Signatures

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

As owner of the property in question, I hereby authorize the seeking of the above requested action.
Christopher Hutchins 2/27/2023

OWNER: Print and Sign name Date

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

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

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

Owner Information

Name: Christopher Hutchins

Address: 997 North Shore Drive

Crystal Lake, IL 60014

Phone:

E-mail:

Project Name & Description: 997 North Shore Drive Variation

[redacted]

Project Address/Location: 997 North Shore Drive

Signature

2/28/2023

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, APRIL 5, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

On roll call, members, Gronow, Repholz, Skluzacek, and Smith, were present. Members Greenman and Teetsov were absent.

Elizabeth Maxwell, City Planner, Abby Wilgreen, City Engineer, and Matt Farmer, Deputy Director of Public Works and Engineering were present from Staff.

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

2023-35 – 997 NORTH SHORE DRIVE – SIMPLIFIED RESIDENTIAL VARIATIONS

Simplified Residential Zoning Variations to allow the construction of a house with variation to allow the encroachment of the principal structure 10 feet 3 inches into the 106.98 street side setback, 15 feet 3 inches into the 59.27-foot front yard (lake side) setback, a one-foot variation from the maximum 2-foot overhang for bay window, the construction of accessory structures for a portion of a raised patio and stairs extending 26.3 feet into the 59.27-foot front yard setback, a variation of 22.3 feet, and to allow a total impervious coverage of 59%, a variation of 9% or 1,053 square feet.

Ms. Angie Hutchins, Mr. Christopher Hutches, owners and Ryan Farrell, attorney were present to represent the petition. Ms. Hutchins stated she has lived in Crystal Lake for most of her life. Her brother lives down the street. They have found several homes but they were not the right size or it was not the right time. This one was the perfect location and the right time. They were hoping to remodel the existing house, but the foundation is crumbling in three places so the best option is to demolish the house and build a new house. She stated staff has been helpful throughout the process.
Mr. Hutchins said they talked with ALA Architects, as they have designed several homes along the lake and are very familiar with the requirements. They have also talked with the neighbors. They want to do everything correct. They know staff raised several concerns about the watershed and stormwater requirements.

Ms. Hutchins said they are going no closer to the lake than the existing house and patio. They showed the views from the house to the lake and described that they will have a screened in porch that will allow better visibility for the neighbors.

Mr. Farrell went through the Findings of Fact and how they met them. He said the unique lot and the extreme narrowness creates the hardship. The house is already in the setback so the new house will not alter the character. The lake lots are unique and the lot was created not by the petitioner. The new

construction will not be detrimental to the neighbors and the water situation will be better. Also, it will not impair light or air. They all agree with the conditions of approval.

Staff summarized the variations and presented options to move the house out of the setback. Engineering staff discussed what is needed to ensure stormwater requirements will be met.

Mr. Gronow asked if the existing garage would remain. The petitioners confirmed it would.

Mr. Gronow opened the public hearing.

Eric Anderson of 987 North Shore Drive said he felt the plans were being respectful with the neighborhood. When the house to the east burned down and was rebuilt they had another lake in the driveway. He had a French drain installed, but it was never designed correctly and it did not work. The new City installed improvements have helped. He said he wants to be sure they will comply with the drainage requirements. The petitioner responded they will work with the City to comply with all the requirements.

Julie Novy of 991 North Shore Drive appreciates them looking at everything and trying to design the best possible house. She does not want her future neighbors to take it personally, but she has some concerns. Everyone looks at the plans differently so they may impact people differently. She has lived on the lake for over 20 years and was a life guard at the beach. She said the house will be beautiful, this is a great family and being as close to the lake as shown is not an issue. She is concerned with the garage and the driveway that will come through the yard. There will be headlights right into her house. She wondered how much yard space is left after the driveway. The front door is not facing front. There are design standards that the front door should face the front and this is angled. The garage is a side load so the garage door is facing the neighbor house. It feels like the front of the house faces her house not towards the street. The driveway is so close to the property line and she is concerned how they will back out of the garage. Where will they shovel the snow? The delivers will be right up to the front door, which is in the middle of the yard. This will be very intrusive. What space with the owner have? They are removing the existing landscape so there will be no privacy. The lights from the house will shine right into others' windows and yards since the houses are so close together. The ground water is so high she hopes that the engineer is able to figure out a solution to account for all this new impervious and not flood their own house or the neighbors' homes. If this was a larger lot there would be no issues, but they are putting all this on a 50-foot wide lot.

Melinda Wolfe of 947 North Shore Drive said she has lived at her house for 20 years and grew up at 941 North Shore Drive. They have been rehabbing that house so she understands the difficulty in remodeling versus a new structure. They built their house at 947 as a larger more modern home. She notes that there is this mix all around the lake with older, smaller homes and then newer, larger homes. The City has done a lot of work along North Shore to address the water issues and flooding. They see very little water now. She noted several instances of homes with other long driveways into the lot and circular driveways so that their street side yard is covered with asphalt. The houses are all very close together. She knows the applicant has done a lot of research before finalizing the plans.

Ms. Hutchins responded that everything they did was to try to do it the right way. There are so many different houses out along the lake, it is difficult to say there is one standard. The house is vacant now so anything will be a new impact. They have a dog and kids and she is a gardener so they will have good

yard space for all that. Also they set up cones and tested out the driveway to be sure they could maneuver in that space. They will look at adding landscape along the property lines. The new house will be farther from the east property line than the existing house is so there will be more side yard space along there.

Mr. Gronow closed the public hearing and turned it over to the commission members.

Mr. Skluzacek asked if the existing detached garage was staying. They confirmed it was as they are keeping it to preserve the character along the street. Plus it will be safer as the garage acts like a barrier for traffic.

Mr. Smith said he is a Civil Engineer and he has worked on his own house and on a property along North Shore with regards to designing around water issues. He likes the reinvestment in the community. He has concerns with turning out of the garage. He went through the staff illustrated options to move the house out of the lake side setback and thought Option A was a little too close to the existing garage. He asked if the trench drain illustrated along the property line was accurate. The City Engineer replied that no, the trench would be moved to the grass area so they can connect the downspouts and pitch the driveway into the trench. He asked about any offsite overland flows. The City Engineer answered that there is approximately 1,300 square feet of street drainage. The staff comments request additional information including the calculations that they can accommodate these flows, as well as the 100-year event. He stated he would urge the owners to overdesign the stormwater system. Ms. Hutchins said they will also look at permeable paver system. He said that may not help if the ground water is too high.

Ms. Repholz asked if moving the structure towards the street would eliminate the impervious surface variation. Staff replied that it would only eliminate 250-300 square feet of impervious so no. She asked about the hardship. Yes this is a narrow lot, but they knew that before buying it so that should not be their rationale. She asked why the patio was included in the encroachment. Staff explained that it was a raised patio and stairs and so was considered a structure. Mr. Farrell said there is less impervious coverage between the front of the house and the lake than the existing house and patio area. She understands the wanting to stay as close to the lake, but just because it is there now is no reason to keep it when rebuilding. She would like to see a way to reduce the impervious surface. Mr. Farrell said the 50% is an arbitrary number that was put into the ordinance that gives you a safe feeling that water will not impact others. Since there are more stringent engineering requirements, the site will be designed to retain the required water and not impact the numbers based on their proposed impervious.

Mr. Smith said that if they eliminated the attached garage and driveway it would go a long way to reduce the impervious surface. Mr. Farrell said the owners plan to age in place at this property and the attached garage is necessary.

Mr. Gronow asked what is over the garage space. The owners replied unfinished attic space for storage. He said this is a beautiful home and also understands the neighbors' concerns. He knows the commission also has had concerns about blocking views along the lake so that is not a factor with this request. He is struggling with the impervious coverage. The engineering can be designed correctly so that there are no issues. The massing is large so that makes it feel more imposing than the encroachments. He believes the petitioners meet the findings of fact.

Mr. Farrell said that the hardship is the narrowness of the lot. All the lots along the lake are narrow and were platted a long time ago before the current regulations were in place which allowed them to be more buildable.

Ms. Repholz said she still struggles with the impervious coverage.

Mr. Smith made a motion to approve 2023-35 Simplified Residential Zoning Variations to allow the construction of a house with variation to allow the encroachment of the principal structure 10 feet 3 inches into the 106.98 street side setback, 15 feet 3 inches into the 59.27-foot front yard (lake side) setback, a one-foot variation from the maximum 2-foot overhang for bay window, the construction of accessory structures for a portion of a raised patio and stairs extending 26.3 feet into the 59.27-foot front yard setback, a variation of 22.3 feet, and to allow a total impervious coverage of 59%, a variation of 9% or 1,053 square feet with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Hutchins, received 02/27/23)
   B. Civil Plans (Schmitt Engineering, dated 03/03/23, received 03/16/23)
   C. Elevations (ALA Architects, dated 02/27/23, received 03/01/23)
   D. Impervious Exhibit (Schmitt Engineering, dated 03/16/23, received 03/16/23)
   E. Plat of Survey (Heritage Land Consultants, dated 06/23/22, received 03/01/23)

2. A trench drain must be installed in the street side yard that takes the front of the house, roof drains/gutters, and the driveway water flows into the trench. The trench shall be moved away from the property line and designed and sized appropriately. The driveway must be pitched west so water flows to the trench.

3. No additional impervious coverage from the current coverage is permitted between the existing rear of the house and the lakefront, due to the water body buffer. Provide documentation showing the existing impervious coverage and proposed impervious coverage in this area.

4. An adequate stormwater management system must be designed to properly convey onsite and offsite water for 100-year storm event.

5. All impervious surface areas shall be installed at least 18 inches from any side property line.

6. Retaining walls cannot exceed 3 feet in height at any point or be used to alter natural grade, provide additional details on the patio construction.

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

8. **Staff to take an enhanced look at the engineering of the property. (Added by the PZC)**

Mr. Skluzacek seconded the motion. On roll call Members Gronow, Skluzacek and Smith voted aye. Member Repholz voted no. Motion passed 3-1.

Christopher & Angie Hutchins
CL Lake House LLC
6180 Stansbury Lane
Crystal Lake, IL 60014
312-349-3271

February, 27, 2023

Good Afternoon Liz,

We have included the following for staff review prior to attending the Planning and Zoning meeting on April 5th at 7pm.

1. Ownership Sign-off Acknowledgement form
2. Application for Simplified Residential Variation
3. Cover letter
4. Street and lakeside home elevations - ALA Architects
5. Civil Engineer's site plan fully dimensioned and with storm water and impervious surface coverage calculations - Schmitt Engineering
6. Plat map of existing home - Heritage Land Consultants
7. Topography map - Vanderstappen Land Surveying
8. Soil boring report - Midland Standard Engineering and Testing
9. Consultant acknowledgment form
10. Property deed - McHenry County
11. CL Lakehouse LLC proof of ownership, State of Illinois

We have also included additional details and background below.

Please let us know if anything else is needed, otherwise we will look forward to the staff's suggestions.

Thank you, again, for guiding us through this process.
Christopher & Angie Hutchins

Background & Developmental Analysis

The goal is to create an attractive custom home on the lake that will allow "age in place" with a first floor master and attached garage. We will provide floorplans at the meeting to show the board members the plans for age in place living.

Variances on the building setbacks and impervious surface coverage are being requested

1. Property is a non-conforming lot with a non-conforming single-family home.
2. The plight of the property owner is unique with exceptional narrowness with the non-conforming lot.
3. Intent was to remodel but the foundation is in disrepair. The foundation is in 3 different sections with crumbling walls and water leaking into some areas.
4. Proposing to retain the existing house setback on the lake side with a new build.

5. Variances on building setbacks and impervious surface coverage are being requested.
6. Existing garage will remain in place for owners' antique cars and water craft.

Variance Requests:

Setbacks for properties in existing neighborhoods are determined by the average of the homes within 400 ft. The average setbacks are 59.27 ft. along the lake and 106.98 ft. along the street.

The petitioners are requesting a variation:

1. To keep the existing lakeside footprint with the new build as it is currently on the existing house which extends 9.30 ft. into the lakeside setback.
2. For the street side footprint which extends 10.88 ft. into the setback for an attached garage as owner's intent is to age in place.
3. From the maximum impervious surface coverage of 50% to 59% to allow a 9% variation.
4. A 1 ft. variation from the maximum 2 ft. overhanging roof and gutter allowance over bay windows.

GENERAL NOTES:

1) SILT FENCE TO BE INSTALLED ALONG THE LIMITS OF GRADING AND NOT TO ENCROACH INTO THE FLOODPLAIN. SILT FENCE MUST BE INSTALLED BEFORE ANY OTHER WORK CAN COMMENCE.
2) INFILTRATION TRENCHES: CUT 9" INTO GRADE SO TOP OF INFILTRATION TRENCH IS AT ELEVATION SHOWN; THEN CONSTRUCT INFILTRATION TRENCH PER ATTACHED DETAIL. INFILTRATION TRENCH AREA TO BE LEFT UNDISTURBED DURING HOUSE CONSTRUCTION. THIS SHALL NOT TO BE INSTALLED UNTIL FINAL GRADING AROUND HOUSE. IF TRENCH DRAIN IS CONSTRUCTED AT BEGINNING, IT SHALL BE PROTECTED FROM OTHER SITE CONSTRUCTION USING SILT OR CONSTRUCTION FENCE.
3) CONTRACTOR TO VERIFY DEPTH OF WATER SERVICE. WATER SERVICE SIZE IS 1 ½"
4) DOWNSPOUTS ARE REQUIRED TO DISCHARGE AWAY FROM THE HOUSE FOUNDATION OR BE BURIED. BURIED DOWN SPOUT EXTENSIONS ARE REQUIRED TO BE SET A MINIMUM OF 5-FEET WITHIN THE PROPERTY BOUNDARIES. ANY BURIED DOWNSPOUT OR SUMP DISCHARGE THAT UTILIZES A POP UP DRAIN WILL NOT HAVE THE POP UP DRAIN EXTEND MORE THAN 50% OF THE DISTANCE FROM THE HOUSE TO THE PROPERTY LINE. DOWNSPOUTS ON THE EAST SIDE OF THE HOME SHALL BE TIED INTO THE PROPOSED 6" ADS STORM PIPE. CONTRACTOR TO V.I.F DOWNSPOUT LOCATIONS.
5) EXISTING ASPHALT/CONCRETE THAT IS TO BE TAKEN OUT IS TO BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY
6) DO NOT STORE, STAGE, OR DUMP MATERIALS INTO THE STREET OR RIGHT-OF-WAY
7) DO NOT TRACK DEBRIS ONTO ROADWAY. IF DEBRIS IS TRACKED ONTO ROADWAY IT MUST BE CLEANED UP IMMEDIATELY
8) SAW CUT BUTT JOINT AT THE STREET AND LEAVE IN PLACE UNTIL READY FOR PAVING
9) REMOVE BLACK DIRT IN AREA OF NEW DRIVEWAY
10) SOIL STOCKPILES CAN NOT BE LOCATED IN THE FLOODPLAIN

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

STANDARD LAWN MIXTURE
A (1) KENTUCKY BLUEGRASS 50 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE AND CREEPING RED FESCUE 20 LBS/ACRE
SALT TOLERANT MIXTURE B
(1A) BLUE GRASS 30 LBS/ACRE PERENNIAL RYEGRASS 10 LBS/ACRE DAWSONS RED FESCUE 10 LBS ACRE SCALDS HARD FESCUE 10 LBS/ACRE FULTS SALT GRASS 30 LBS/ACRE
LOW PROFILE NATIVE GRASS MIXTURE
C ANDROPOGON SCOPARIUS (LITTLE BLUE STEW) 5 LBS/ACRE BOUTELOVA CURTIPENDULA (SIDE OATS GRAMA) 5 LBS/ACRE ELYMUS CANADENSENS (WILD RYE) 1 LBS/ACRE SPOROBOLUS HETEROLEPSIS (PRAIRIE DROPSEED) 0.5 LBS/ACRE ANNUAL RYE GRASS 25 LBS/ACRE OATS, SPRING 25 LBS/ACRE PERENNIAL RYE GRASS 15 LBS/ACRE
WETLAND GRASS AND SEDGE MIXTURE.
D (4B) ANNUAL RYE GRASS 25 LBS/ACRE OATS, SPRING 25 LBS/ACRE
E CEREAL RYE 90 LBS/ACRE, OR WHEAT 90 LBS/ACRE, OR PERENNIAL RYEGRASS 25 LBS/ACRE
G SOD
* IRRIGATION NEEDED DURING JUNE AND JULY
** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD.
( ) IDOT STANDARD

IMPERVIOUS AND DISTURBANCE AREAS DATA:

EXISTING IMPERVIOUS	
FRAME GARAGE:	985 SQ.FT.
RESIDENCE:	1,621 SQ.FT.
BRICK WALKWAY:	1,310 SQ.FT.
CONCRETE APRON:	55 SQ.FT.
DECK:	160 SQ.FT.
ASPHALT:	490 SQ.FT.
TOTAL EXISTING IMPERVIOUS:	4,621 SQ.FT.
EXISTING IMPERVIOUS TO BE REMOVED	3,037 SQ.FT.
PROPOSED IMPERVIOUS	
RESIDENCE @ ATTACHED GARAGE:	2,750 SQ.FT.
SCREEN PORCH:	253 SQ.FT.
CONCRETE TO DETACHED GARAGE:	64 SQ.FT.
CONCRETE TO LAKE:	315 SQ.FT.
REAR LANDING:	100 SQ.FT.
PAVER PATIO:	460 SQ.FT.
SPA:	82 SQ.FT.
RETAINING WALLS:	39 SQ.FT.
ASPHALT DRIVEWAY:	1,295 SQ.FT.
TOTAL PROP. IMPERVIOUS:	5,348 SQ.FT.
TOTAL LOT SIZE:	11,759 SQ.FT. 0.27 ACRES
FINAL IMPERVIOUS:	6,932 SQ.FT.
TOTAL IMPERVIOUS PERCENT:	59.0%
SOIL DISTURBANCE:	8,040 SQ.FT.

LEGAL DESCRIPTION

LOT 6 IN BLOCK 2 IN CLOW'S CRYSTAL LAKE PARK, A SUBDIVISION OF PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1894, AS DOCUMENT NO. 13360, IN BOOK 1 OF PLATS, PAGE 54, IN MCHENRY COUNTY, ILLINOIS. ALSO, THAT PART OF SAID NORTHEAST QUARTER OF SECTION 1, LYING NORTHERLY OF SAID LOT 6 AND EASTERLY OF THE WESTERLY LINE OF SAID LOT 6 EXTENDED NORTH, AND LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT 6 EXTENDED NORTH, AND LYING SOUTHERLY OF THE SOUTHERLY LINE, AS MONUMENTED AND OCCUPIED, OF NORTH SHORE DRIVE, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

CITY CONDITIONS:

THE FOLLOWING CITY CONDITIONS SHALL APPLY: :

1. 1% MINIMUM SWALES AND SITE GRADES.
2. 4" TOPSOIL, IDOT CLASS I SEED AND CURLEX BLANKET COVER.
3. 2,357 SQ.FT. NET IMPERVIOUS = 35-LF TRENCH UNDERDRAIN REQUIRED. 36-LF PROVIDED
4. 3:1 MAX. SIDE SLOPE
5. DRIVEWAY TO HAVE 6" CA6 GRADE 9, COMPACTED BASE, AND MIN. 2" IDOT HMA MIX "C", N50 SURFACE

BASE FLOOD ELEVEATION

BASE FLOOD ELEVATION 892.6
PER FLOOD INSURANCE STUDY
#17111CV002A
EFF. DATE 11/16/2006

SITE BENCHMARK

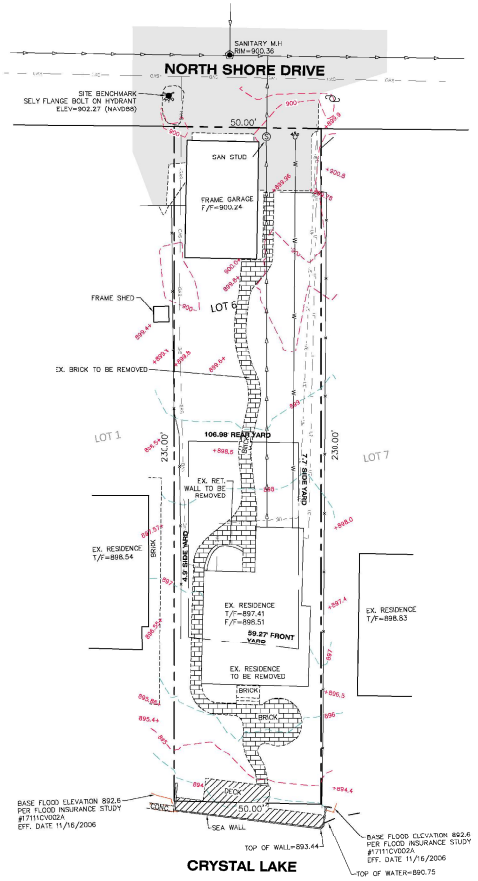
SITE BENCHMARK:
FOUND 1" IRON PIPE AT NW CORNER OF LOT
ELEV=898.21 (NAVD 88)

NORTH

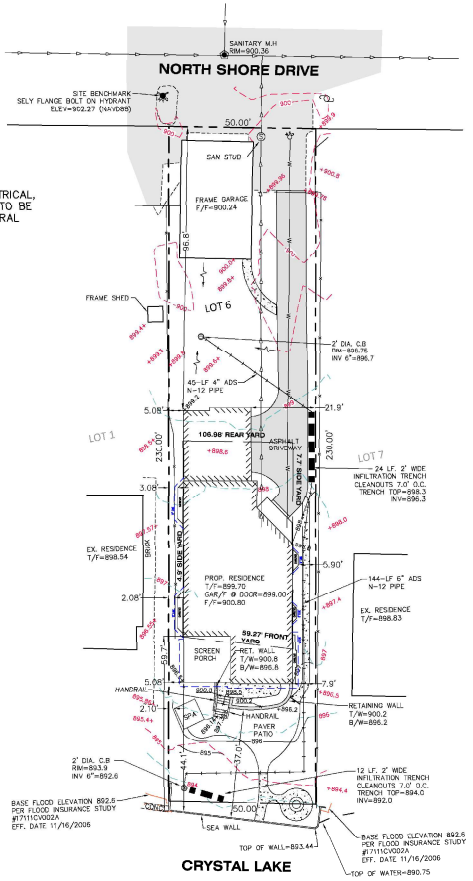
LEGEND	
	SANITARY MANHOLE
	WATER SHUT OFF
	UTILITY POLE
x	EXISTING FENCE
+885.52	EXISTING GRADE

GRAPHIC SCALE
0 20 30 40 60
(IN FEET)
1"=20 FT.

EXISTING CONDITIONS



PROPOSED CONDITIONS



UTILITY NOTE:

PROPOSED GAS, ELECTRICAL, AND CABLE UTILITIES TO BE RELOCATED PER GENERAL CONTRACTOR

SITE DRAINAGE INFORMATION:

1) THERE IS APPROXIMATELY 1,300 S.F OF OFFSITE STRET AREA DRAINING ONTO THE PROJECT SITE. THERE IS A DRAINAGE RIDGE ALONG THE WESTERN PROPERTY LINE WHICH DIRECTS WATER EAST AND WEST. THERE IS NO DISCHARGE BEING RECEIVED FROM THE WEST NEIGHBORING LOT. THERE IS A APPROXIMATELY 150 SQ.FT. OF DRAINAGE AREA COMING FROM THE LOT TO THE EAST, AND A RIDGE THAT RUNS ALONG THE EAST PROPERTY LINE KEEPS THE REST OF THE EAST LOTS DISCHARGE ON THEIR LOT. APPROXIMATELY 1/2 OF THE SITE'S DRAINAGE IS DIRECTED TO WEST AROUND THE HOUSE DIRECTED TO CRYSTAL LAKE, AND THE OTHER HALF IS DIRECTED AROUND THE HOUSE TO THE EAST EVENTUALLY DISCHARGING TO CRYSTAL LAKE.

INSPECTION SCHEDULE:

1) SILT FENCE INSPECTION BEFORE ANY WORK BEGINS
2) THE BASE MATERIAL MUST BE INSPECTED BEFORE PAVING
3) INFILTRATION TRENCH WHEN IT IS DUG DOWN 1 FOOT INTO THE GRAVEL LAYER
4) INFILTRATION TRENCH WHEN THE CHAMBERS ARE INSTALLED (INCLUDING ANY DOWNSPOUT, SUMP PUMP, OR VERTICAL RISER CONNECTION TO THE TRENCH) AND THE FABRIC IS LINING THE TRENCH
5) THE TRENCH ONCE THE WASHED STONE IS INSTALLED AND FABRIC IS COVERING THE STONE
6) WHEN ALL WORK IS COMPLETED FOR FINAL INSPECTION, NEED TO HAVE AS-BUILT GRADING PLAN BEFORE THIS INSPECTION

THE FOLLOWING CITY DETAILS SHALL APPLY:

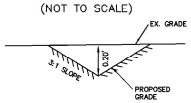
1. EC-01 SILT FENCE
2. EC-02 CONSTRUCTION ENTRANCE
3. EC-04 INLET SEDIMENT CONTROL DEVICE
4. UD-01B CATCH BASIN TYPE A
5. UD-04 SUMP PUMP OR DOWNSPOUT CONNECTION
6. UD-05 INFILTRATION TRENCH
7. GE-02A GENERAL SITE WORK AND GRADING
8. GE-02B TOPSOIL, EROSION CONTROL, AND UTILITY COORDINATION
9. GE-02D WATERMAIN, AND PAVING

CONTRACTOR NOTES:

1. CONTRACTOR TO VERIFY IN FIELD LOCATION OF SANITARY STUB
2. CONTRACTOR TO VERIFY QUALITY OF SANITARY SERVICE
3. CONNECT TO EXISTING SANITARY STUB, CONNECTION SHALL BE CLEANED AND EXISTING SERVICE TO BE TELEVISED TO MAIN TO DETERMINE IF ACCEPTABLE.

CONTRACTOR TO TAKE NECESSARY PRECAUTIONS NOT TO DISTURB SOIL ON NEIGHBORING LOT DURING INSTALLATION OF THE 6" ADS N-12 PIPE ALONG THE EAST PROPERTY LINE. PIPE TO HAVE 2'-4" SEPARATION TO PROPERTY LINE. WORK SHALL BE KEPT WITHIN THE LIMITS OF THE SILT FENCE WHICH SHALL NOT ENCROACH ON NEIGHBORING LOT

TYPICAL SIDE YARD SWALE DETAIL
(NOT TO SCALE)



PLANS PREPARED FOR:
CHRIS & ANGIE HUTCHINS
6180 STANSBURY LANE
LAKEWOOD, IL 60014
312-339-3271
chutchins04@gmail.com

NGS SOURCE BENCHMARK:
MCHENRY COUNTY GEODETIC CONTROL STATION DESIGNATED "MCH176-2A" ELEVATION 907.25 NAVD88

REVISIONS	
DATE	DESCRIPTION

Permit Number HEALTH
Permit Number PLANNING

ALBERT M. SCHMITT 062-060001 LICENSED PROFESSIONAL ENGINEER
EXPIRES: 11-30-2023

RESIDENTIAL SITE PLAN
LOT 6 IN BLOCK 2 IN CLOWS CRYSTAL LAKE PARK
987 NORTH SHORE DRIVE
CRYSTAL LAKE, IL 60014
P.I.N. 18-01-228-031
NE 1/4, SEC 01, T43N, R07E

SCHMITT ENGINEERING
316 West Cary Street, Woodstock, Illinois 60098
Phone (815) 337-7310
www.alschmittengineering.com

Drawn By	TJM
Checked By	AMS
Date	03/03/2023
Scale	1" = 20 Ft.
Sheet	1 of 2
Job Number	230114

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GE-02e

GENERAL SITE-WORK:

1. Pre-Construction meeting shall be conducted with City Staff and all Contractors prior to commencing any grading or underground utility construction activities (schedule meeting with the Community Development Department at 815-356-3615).
2. 24-hour Emergency contact numbers shall be provided to City Staff at the Pre-Construction meeting.
3. Working hours shall be limited to the hours of 7:00 am. and 7:00 p.m. on weekdays only (except in cases of emergency). Non-emergency work on weekends or holidays is not permitted (per City Code except under written permission from the City Engineer. The owner is responsible for the City inspector cost of overtime inspection beyond the normal eight (8) hour day, including weekends and holidays.
4. Hours/private streets and as may need or on an excess vent regular cleaning, sweeping, and scraping conducted by the Contractor. Junk and debris shall not be allowed to accumulate, blow, or scatter onto streets or adjacent properties.
5. J.U.L.I.E. shall be contacted for utility locations on-site and in the adjacent rights-of-way.
6. Contractor shall provide and maintain fencing, barricades, traffic control signs, and other safety-limiting measures during the course of all work to protect the public from the construction operations.
7. Maintain access to adjacent streets during construction. No closing of streets unless approval is first obtained from the agency with jurisdiction (City of Crystal Lake, McHenry County Department of Transportation, Illinois Department of Transportation, etc).
8. Any damage to public right-of-way, public utilities, streets, curb, etc. shall be repaired/replaced as soon as possible and as directed by the City Engineer.
9. The contractor shall give the City of Crystal Lake, Illinois Department of Transportation, and any other governmental agency having jurisdiction, at least two (2) working days notice excluding Saturday and Sunday prior to the initiation of any phase of construction. Contractor shall immediately notify if construction has ceased and renew the two (2) working day notification thereafter.
10. The Contractor shall be responsible for obtaining all required permits for construction prior to commencement along or across existing streets or highways. The Contractor shall make arrangements for the proper tracing, shoring and other protection of all sewerages before construction begins.

GRADING:

1. The grading and construction of the site improvements shall not cause ponding of storm sewer water. All areas adjacent to these improvements shall be graded to allow positive drainage.
2. The proposed grading elevations shown on the plans are finished grade. A minimum of six (6) inches of topsoil is to be placed before finished grade elevations are achieved.
3. Embankment material within parkway and open space areas shall be compacted to a minimum of ninety percent (90%) of maximum density in accordance with ASTM Specification D-1557 (modified proctor method), or to such other density as may be determined appropriate by the soils engineer.
4. All subgrade material shall have a minimum CBR (California Bearing Ratio) of 3.0 as determined by the soils engineer, or base replacement and pavement design revisions shall be provided which are adequate to obtain equivalent pavement strength.
5. Proposed pavement areas, building pads, driveways and sidewalks and set-in-open space areas shall be excavated or filled to plus or minus 0.1 foot of design subgrade elevations by the Contractor.
6. Any borrow pit locations shall be identified by the Contractor on a copy of the approved site plans and forwarded to the Engineering Division at least 24-hours prior to excavation. Provide boring/soil composition reports from a geotechnical engineer and as-built plans to the Engineering Division for any borrow pit area.
7. Backfill shall be monitored by a geotechnical engineer on-site with compaction reports forwarded to the Engineering Division for review.
8. Water truck shall be on-site at all times during mass-grading operations and be available as needed for the purposes of dust control or at the request of City Staff.
9. Use of City fire hydrants is not allowed unless approved (separate from this permit) by the Public Works Department and a hydrant meter and RPZ is obtained from the City of Crystal Lake Water Division (815-356-3615). Only the City of Crystal Lake Water Division may operate valves and hydrants.

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

GE-02b

TOPSOIL STOCKPILING:

1. Location of any on-site topsoil stockpiles shall be identified on the approved plans with silt fence installed around the perimeter of this stockpile.
2. Topsoil stockpiled for future use shall be relatively free from large roots, sticks, weeds, brush, stones larger than one (1) inch diameter, or other litter and waste products including other extraneous materials not conducive to plant growth.
3. Topsoil shall be stockpiled in sequence to eliminate any re-handling or double movements by the Contractor. Failure to properly sequence the stockpiling operations shall not constitute a claim for additional compensation. No material shall be stockpiled in front yards, in utility easements, or in the right-of-way lines.
4. If a stockpile is to remain in place for more than (14) calendar days, it is required that the stockpile meet the requirements as outlined in section 595 of the City Code.

UNDERGROUND UTILITY:

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

EROSION CONTROL:

1. All specified erosion control measures shall be installed and maintained per the requirements of the Crystal Lake Stormwater Ordinance in accordance with the active NPDES permit.
2. All slopes 4:1 or steeper shall be sodded or blanketed immediately after mass earthwork.
3. All overland flow routes to be stabilized by sod or blanket.
4. Erosion control measures to be inspected and approved by City Engineering Division prior to additional work on-site.
5. Continuous monitoring of erosion control measures is required. Maintain records of weekly reports per the City of Crystal Lake Stormwater Ordinance.
6. The Contractor shall implement any additional erosion control measures deemed necessary by the City per the standards of the City Of Crystal Lake Stormwater Ordinance.
7. All storm sewer catch basins, sumps and/or retention basins provided are to be cleaned at the end of construction of the project prior to final acceptance. Cleaning may also be required during the course of the construction of the project if it is determined that the silt and debris traps are not properly functioning and their performance is impaired.
8. Rip-rap material RR 2 (6") - RR4 (18") shall be in accordance with Article 281 and greater in place according to Article 601 of the IDOT Standard Specifications.
9. Projects of 1 Acre or greater must obtain an NPDES permit prior to commencement of any construction activity.

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

GE-02d

WATER MAIN:

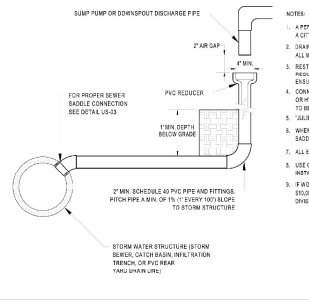
1. Water main shall be Ductile Iron or Molecularly Oriented Polyvinyl Chloride (PVCO).
   a) Ductile Iron water main shall be Class 52 conforming to ANSI/AWWA C151/A21.51-09.
   b) Gaskets and cast iron fittings shall conform to ANSI/AWWA C111/A21.11 and ANSI/AWWA C110/A21.10 respectively.
   c) PVCO - See City Detail UM-12 and UM-13.
2. Thrust blocks or Mega-Lug or pre-approved equal shall be installed on water mains at all bends, tees, elbows, etc. except as noted below.
3. Thrust blocks not permitted with 45 degree vertical bends in water main (these shall be restrained with Mega-Lug or pre-approved equal.
4. When specified, ductile iron pipe shall be encased in polyethylene and shall conform with ANSI/AWWA C105/A21.5 - 93 and ASTM A674-93.
5. Minimum cover from finished grade to top of water main shall be six (6) feet. Maximum cover shall be eight (8) feet.
6. Water Main Taps: An Illinois licensed plumber is required for any water main tap.
7. All water mains shall be subjected to a pressure test and a separate leakage test at system pressure for 24 hours by the Contractor. Hydrostatic pressure test and leakage test shall be based on 125 PSI for two (2) hours. Water mains shall be disinfected in accordance with the Standard Specifications.
8. The Underground Contractor shall sterilize incidental to the contract any chlorination and testing of existing water main where connections to and conclusion of such mains is indicated on the drawing.

PAVING:

1. All subgrades or bases shall be proof-rolled and approved by the Engineering Division prior to base or binder installation.
2. Subgrade and proposed pavements shall be finished by the Excavation Contractor to within 0.1 foot plus or minus, of plan elevation.
3. The Paving Contractor shall ensure that the subgrade has been properly prepared and that the finished top of subgrade elevation has been graded within the tolerances allowed in these specifications. Unless the Paving Contractor advises the owner and engineer in writing prior to fine grading for base course construction, it is understood that the Contractor has approved and accepts responsibility for the subgrade.
4. For the purpose of providing handicap accessibility and complying with the American Disability Act and City Standards, curbs shall be depressed or lowered where radial walks or pedestrian paths intersect curb lines at street intersections and other locations as directed.
5. ½ inch thick premolded fiber expansion joints with two (2) No. 4 plain round steel dowel bars shall be installed at designated intervals and at all P.C., P.T., curb returns and at the end of each pour. Alternate ends of the dowel bars shall be greased and fitted with metal expansion tubes.
6. ¼ inch thick fiber expansions joints shall be used in every case where the sidewalk coincides with the curb and gutter. Construction joints shall be so laid out at designated intervals in the curb. The cost of these joints shall be considered as incidental to the cost of the contract.
7. All poured in place concrete curb and gutter shall incorporate two (2) No. 4 reinforcing bars installed wherever the curb and gutter crosses utility service lines, the cost of which shall be considered incidental to the cost of concrete curb and gutter.
8. Sidewalks (where required) shall be of the thickness and dimensions as shown in the construction plans. All sidewalk concrete shall be a minimum of 6.1 bag mix (or IDOT class SI concrete) and shall develop a minimum of 3,500 psi compressive strength at fourteen (14) days. Construction joints shall be set at five (5) foot centers, and one-half inch (½ inch) premolded fiber expansion joints at fifty (50) foot centers and where the sidewalk meets the curb or another sidewalk, or at the end of each pour. All sidewalks constructed over utility trenches and/or abutting driveway aprons shall be reinforced with three (3) No. 4 reinforcing bars (10 foot minimum length).

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

UD-04

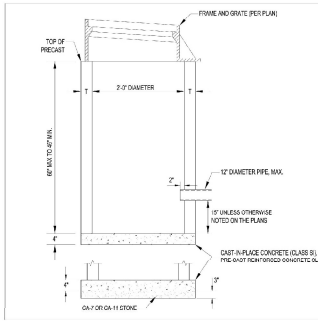


NOTES:

1. A PERMIT WILL BE REQUIRED FOR ANY CONNECTION INTO A CITY UTILITY. A SCALED DRAWING IS REQUIRED.
2. DRAIN LINE IS PRIVATE AND OWNER IS RESPONSIBLE FOR ALL MAINTENANCE AND REPAIR TO LINE.
3. RESTORATION OF THE PARKWAY WHEN APPLICABLE WILL REQUIRE VERTICAL TOP SOIL, SOD AND WATERING TO ENSURE GROWTH.
4. CONNECTION TO STORM SEWER PIPE SHALL BE CORED AND BOOTED OR HYDRAULIC CEMENTED. CONNECTION MUST BE INSPECTED PRIOR TO BEING BACKFILLED.
5. "JULIE" LOCATES ARE REQUIRED PRIOR TO ANY EXCAVATIONS.
6. WHEN CONNECTING TO A PVC STORM SEWER, THE USE OF A SADDLE IS MANDATORY.
7. ALL EXCAVATIONS MUST BE BARRICADED SECURELY.
8. USE CITY STANDARD US-03 FOR TRENCH CROSS SECTION WHEN INSTALLING UNDER, OR WITHIN 2' OF A PAVED SURFACE.
9. IF WORK IS WITHIN THE RIGHT-OF-WAY, CONTRACTOR MUST HAVE SEWER LICENSE AND PERMIT BOND ON FILE WITH THE BUILDING DIVISION.

Revised:	Drawing Name	Drawing Number	
1. 06/12/2015 2. KL 1/26/2021 INCLUDE DOWNSPOUT CONNECTIONS 3. 4.	SUMP PUMP OR DOWNSPOUT CONNECTION	UD-04 Date: 05/28/2015 Drawn: JH, Checked: AW	City of Crystal Lake Illinois

UD-01c



CASTING SCHEDULE		
LOCATION	EJIW	NEENAH
B or M 6.12 C&G	7235 M2	R3002-A
DEPRESSED CURB	7210 M3	R-2511
PAVED	1020	R-1733
NON-PAVED	1020	R-2536

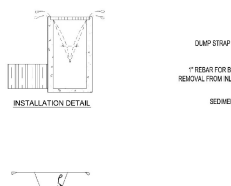
ALTERNATE MATERIALS FOR WALLS	T
PRE CAST REINFORCED CONCRETE SECTIONS	3"
CAST-IN-PLACE CONCRETE	6"

NOTES:

1. IN ADDITION TO THE REQUIREMENTS OF ART. 602.16 OF THE STANDARD SPECIFICATIONS THE CONTRACT UNIT PRICE FOR CATCH BASINS, TYPE A SHALL INCLUDE THE CA-7 OR 11 CUSHION WHEN REQUIRED, FURNISHING AND COMPACTING THE SPECIFIED BACKFILL MATERIAL.

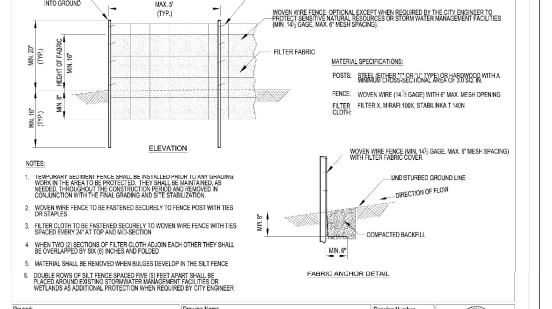
Revised:	Drawing Name	Drawing Number	
1. 06/12/2015 2. 3. 4.	CATCH BASIN TYPE C	UD-01c Date: 05/19/2015 Drawn: JH, Checked: AW	City of Crystal Lake Illinois

EC-04



Revised:	Drawing Name	Drawing Number	
1. 03/12/2015 2. 3. 4.	INLET SEDIMENT CONTROL DEVICE	EC-04 Date: 11/2/2007 Drawn: EM, Checked: AW	City of Crystal Lake Illinois

EC-01



MATERIAL SPECIFICATIONS:

POSTS: STEEL EITHER 'T' OR 'U' TYPE OR HARDWOOD WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.0 SQ. IN.

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

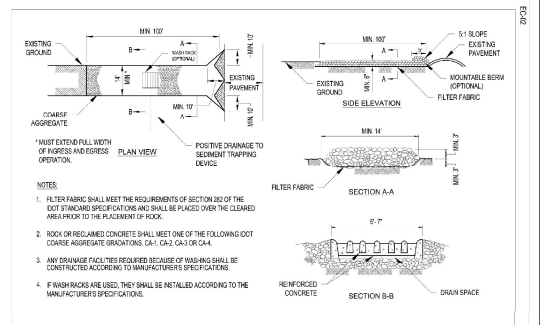
FILTER CLOTH: FILTER X, MIRAFI 100X, STABILINKA T 140N

NOTES:

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

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

EC-02

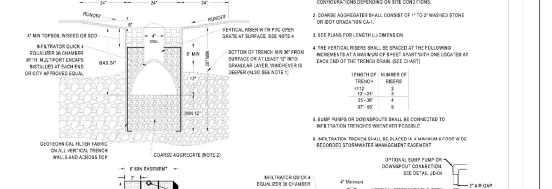


NOTES:

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

Revised:	Drawing Name	Drawing Number	
1. 07/12/2015 2. 3. 4.	CONSTRUCTION ENTRANCE	EC-02 Date: 07/31/2012 Drawn: DD, Checked: AW	City of Crystal Lake Illinois

UD-05



NOTES:

1. [illegible] CONFIGURATIONS DEPENDING ON SITE CONDITIONS.
2. COARSE AGGREGATES SHALL CONSIST OF 1 ½" TO 2" WASHED STONE OR IDOT GRADATION CA-1.
3. SEE PLANS FOR LENGTH (L) DIMENSION.
4. THE VERTICAL RISERS SHALL BE SPACED AT THE FOLLOWING INCREMENTS AT A MAXIMUM OF 8 FEET APART WITH ONE LOCATED AT EACH END OF THE TRENCH BANK (SEE CHART)

LENGTH OF TRENCH	NUMBER OF RISERS
1'-15'	2
16'-24'	3
25'-36'	4
37'-48'	5

5. SUMP PUMPS OR DOWNSPOUTS SHALL BE CONNECTED TO INFILTRATION TRENCHES WHENEVER POSSIBLE.
6. INFILTRATION TRENCHES SHALL BE PLACED IN A MINIMUM 6 FOOT WIDE RECORDED STORMWATER MANAGEMENT EASEMENT.

Revised:	Drawing Name	Drawing Number	
1. KL 4/18/2020 Quick 4 Chamber 2.KL 1/26/2021 Sump Pump/Downspout Connection 3. 4.	INFILTRATION TRENCH	UD-05 Date: 03/01/2019 Drawn: DD, Checked: MM	City of Crystal Lake Illinois

PLANS PREPARED FOR:
CHRIS & ANGIE HUTCHINS
6180 STANSBURY LANE
LAKEWOOD, IL 60014
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chutchins04@gmail.com

NGS SOURCE BENCHMARK:
DESIGNATED CAMP
PID AJ2960
SSN 7028
ELEVATION 918.54 NAVD88

REVISIONS		
DATE	DESCRIPTION	

Permit Number HEALTH
-
Permit Number PLANNING
-

EXPIRES 11-30-2023

DETAILS
LOT 6 IN BLOCK 2 IN CLOWS CRYSTAL LAKE PARK
987 NORTH SHORE DRIVE
CRYSTAL LAKE, IL 60014
P.I.N. 18-01-229-031
NE 1/4, SEC 01, T43N, R07E

SCHMITT ENGINEERING
315 West Golf Road, Suite 200, Arlington Heights, Illinois 60005
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www.alschmittengineering.com

Drawn By: TJM
Checked By: AMS
Date: 03/03/2023
Scale: 1" = 20 Ft.
Sheet: 2 of 2
Job Number: 230114

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HUTCHINS RESIDENCE
997 NORTH SHORE DRIVE
CRYSTAL LAKE, IL 60014

REFER TO CIVIL ENGINEERING SITE PLAN

1E / A000 SITE PLAN 1"=20'-0"

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

IECC – INTERNATIONAL ENERGY CONSERVATION CODE
—NOTE TO PLAN REVIEWERS, OFFICIALS & CONTRACTORS:—

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

* THE ARCHITECT HAS CHOSEN TO DEMONSTRATE COMPLIANCE OF MEETING THE PROVISIONS OF THE ILLINOIS ENERGY CONSERVATION CODE COVERED BY 77 IL ADM. CODE 800 SUPPORT BY BY SUBMITTING, AS REQUIRED BY SECTION 101.5 OPTION 3, THE SEAL OF THE THE ARCHITECT/ENGINEER AS REQUIRED BY SECTION 9A OF THE ILLINOIS ARCHITECTURAL PRACTICE [225 ILCS 305] .

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

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

*** IF YOU DONT READ ANY OTHER NOTES – READ THIS ONE ***
NOTE TO BIDDERS & CONTRACTORS:

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

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

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

WINDOW & DOOR NOTES
EXAMPLE WINDOW: 2555 = 2'-5" X 5'-5" — ⓔ - EGRESS WINDOW — Ⓣ - TEMPERED GLASS
EXAMPLE DOOR: 2468 = 2'-4" X 6'-8" — Ⓕ - FIXED WINDOW

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

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

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

CODE CONFORMANCE
THE DRAWING AND RELATED CONSTRUCTION TO CONFORM WITH THE FOLLOWING
2018 INTERNATIONAL RESIDENTIAL CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE
2018 INTERNATIONAL FIRE CODE
2017 NATIONAL ELECTRIC CODE
2014 ILLINOIS PLUMBING CODE
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
CITY OF CRYSTAL LAKE CODE OF ORDINANCES

CRYSTAL LAKE SPECIFIC NOTES:
NOTE:
SOME NOTES LISTED IN THIS SECTION MAY NOT APPLY TO THE THIS SPECIFIC PROJECT DRAWING SET. ALL NOTES LISTED SHALL BE ACKNOWLEDGED WHETHER RELEVANT TO THIS PROJECT OR NOT.

NOTE:
PROVIDE 1/2" X 36" FLOOR-TO-FLOOR FLAT STRAP TIES @ 2ND FLOOR DECK WITHIN 6"-0" OF CORNERS & 12'-0" ON CENTER.

NOTE:
ANY PORTION OF EAVES & WALLS SHOWN WITHIN 5'-0" OF THE PROPERTY LINE SHALL HAVE A MINIMUM FIRE RATING OF 1-HR, TESTED IN ACCORDANCE WITH ASTM E 119 OR ISO 363 WITH EXPOSURE FROM BOTH SIDES. ANY PORTION OF SOFFITS & FASCIA WITHIN 5'-0" OF THE PROPERTY LINE SHALL HAVE 1/4" CFP- RID UNDER THE NORMAL WEATHER PROTECTIVE MATERIAL SPECIFIED.

DESIGN LOADING VALUES
ROOF =30 PSF LIVE LOAD — WALLS =20 PSF WIND FOR 0-30 FT. HEIGHT
CEILING =20 PSF LIVE LOAS — =25 PSF WIND FOR 31-09 FT. HEIGHT
FLOOR =40 PSF LIVE FOR EXTERIOR BALCONY — =30 PSF WIND FOR 30 FT. AND ABOVE
=40 PSF LIVE FOR FLOORS, DECKS, STAIRS — SOIL =3000 PSF MINIMUM ASSUMED OWNER/CONTRACTOR RESPONSIBLE TO VERIFY

CONCRETE/MASONRY NOTES:
* SET FOUNDATION PLAN AND SECTIONS FOR HEIGHT, THICKNESS & REINFORCING OF FOUNDATION WALLS
* FOUNDATION REINFORCING TO BE SPACED AS LAP CONTINUOUS BARS 24 DIAMETERS.
* ALL FOUNDATION WALLS WITH FULL MASONRY VENEER ABOVE TO BE A MINIMUM OF 10" THICK
* ALL EXTERIOR WALLOUT OR ENGLISH BASEMENT FRAME WALLS 6" (CMU W/ 1/2" SHEATHING)
* STRENGTH OF CONCRETE AFTER 28 DAYS TO BE 3000 PSI FOR CONCRETE WALLS & 3500 PSI FOR CONCRETE FLAT WORK AND EXTREME CONDITIONS
* ALL PORCHES, STEPS AND GARAGE FLOOR SLABS SHALL BE A MIN. OF 3500 PSI & BETWEEN 5% & 7% AIR ENTRAINED
* MASONRY MORTAR TO BE TYPE N.

WINDOW NOTES:
* FOR BASEMENTS, TOP OF WINDOWS @ 6'-8" (80") ABOVE FLOOR SLAB, UNLESS OTHERWISE NOTED
* FOR 10'-0" PLATES, TOP OF WINDOWS @ 106-1/4" ABOVE SUB-FLOOR, UNLESS OTHERWISE NOTED
* FOR 9'-0" PLATES, TOP OF WINDOWS @ 94-1/4" ABOVE SUB-FLOOR, UNLESS OTHERWISE NOTED
* FOR 8'-0" PLATES, TOP OF WINDOWS @ 82-1/4" ABOVE SUB-FLOOR, UNLESS OTHERWISE NOTED
* ALL WINDOWS ARE DESIGNATED IN ROUGH OPENING, SHOWN IN FEET & INCHES
EXAMPLE: 2555 = 2'-5" X 5'-5" (TO BE MET WITHIN 2" OR EXCEEDED), DEPENDING ON MFG.
* PATRIOS (2) 2 X 10 HDR. ABOVE ALL WINDOWS & OPENINGS, UNLESS OTHERWISE NOTED
* PROVIDE TEMPERED SAFETY GLAZING IN ALL WINDOWS WITHIN 24" OF ANY DOOR, WITHIN 18" OF FLOOR, IN TUB & SHOWER ENCLOSURES, & IN STAIR WELLS
* PROVIDE WINDOW GUARDS THAT COMPLY WITH ASTM F2006 OR F2090 WHEN SILL IS LESS THAN 24" ABOVE FINISHED FLOOR
* ALL FENESTRATIONS SHALL HAVE A MAXIMUM U- VALUE AS FOLLOWS
WINDOWS & DOORS =0.30, SKYLIGHTS =0.55
* WINDOW & DOOR TAGS: FIXED WINDOW =Ⓕ, EGRESS WINDOW = Ⓔ, TEMPERED GLASS = Ⓣ

STRUCTURAL NOTES:
* PROVIDE DOUBLE JOISTS UNDER ALL BEARING PARALLEL PARTITIONS, KITCHEN ISLANDS & POINT LOADS
* ALL INTERIOR FRAME WALL PARTITIONS = 2-1/2" (2 X 4 STUDS), UNLESS OTHERWISE NOTED
* ALL EXTERIOR FRAME WALLS = 4-1/2" (2 X 4 STUD + 1" SHEATHING)
* ALL EXTERIOR FRAME WALLS WITH MASONRY VENEER = 5-1/2" (2 X 4 STUD + 1" SHEATING + 1" AIR SPACE + 4" MASONRY VENEER)
* ALL EXTERIOR FRAME WALLS = 6" (2 X 6 STUD + 1/2" SHEATHING)
* ALL EXTERIOR FRAME WALLS WITH MASONRY VENEER = 10" (2 X 6 STUD + 1/2" SHEATHING + 1" AIR SPACE + 4" MASONRY VENEER)
* ALL EXTERIOR DIMENSIONS ARE SHAPPED TO EXTERIOR OF WALL SHEATING OR FIL MASONRY VENEER & ALSO COINCIDES WITH EXTERIOR OF FOUNDATION EDGE (DIMENSIONS ARE NEVER SHAPPED TO THIN-CUT MASONRY VENEERS, THEY ARE DEPICTED AS A TYPE OF EXTERIOR SIDING/CLADDING)
* ALL STEEL TO BE A-36 & STRUCTURAL STEEL BOLTS TO BE A-325
* PROVIDE (2" X 5-1/2" X 5/16") STEEL ANGLE L.L.V. ABOVE OPENINGS UP TO 9'-0" WIDE WITH MASONRY VENEER ABOVE
* PROVIDE (2" X 6" X 5/16") STEEL ANGLE L.L.V. ABOVE OPENINGS FROM 9'-0" TO 16'-0" WIDE WITH MASONRY VENEER ABOVE
* PROVIDE (2" X 6" X 5/16") STEEL ANGLE L.L.V. ABOVE 16'-0" & 18'-0" WIDE OVERHEAD DOORS WITH 4" TO 7"-8" OF MASONRY VENEER ABOVE
* PROVIDE (2" X 6" X 5/16") STEEL ANGLE L.L.V. ABOVE 16'-0" & 18'-0" WIDE OVERHEAD DOORS WITH MORE THAN 7"-8" OF MASONRY VENEER ABOVE
* STEEL FABRICATOR SHALL PROVIDE ALL MISCELLANEOUS CONNECTORS & SHIMS FOR A COMPLETE INSTALLATION.
* STEEL PATCH PLATE BEAMS TO BE CONNECTED WITH 1/2" Ø X 10-TS STAGGERED @ 24" O.C. & (2) @ EACH END
* ALL STEEL BEAMS, LINTELS & COLUMN PLATES SHALL BE SHOP PRIMED.
* WALLS SHALL BE BRACED @ EACH END & 25'-0" BETWEEN PANELS MAX.
* ALL JOISTS, STUDS & RAFTERS TO BE SPF #2 (CANADIAN), UNLESS OTHERWISE NOTED
* ALL HEADERS TO BE (2) 2 X 12 SPF #2 (CANADIAN), UNLESS OTHERWISE NOTED
* THE DIAMETER OF HOLES BORED INTO SOLID SAWN FRAMING MEMBERS SHALL NOT EXCEED 1/3 THE DEPTH OF THE MEMBER & SHALL NOT BE CLOSER THAN 2" FROM THE TOP OR BOTTOM OF THE MEMBER OR TO ANY OTHER HOLE.
* THE DIAMETER OF HOLES BORED INTO PRE-ENGINEERED FRAMING MEMBERS SHALL FOLLOW MFG. APPROVED SPECIFICATIONS
* PROVIDE PRE-ENGINEERED FLOOR JOIST MANUFACTURER'S INSTALLATION INSTRUCTIONS ON THE JOISTS AT THE TIME OF INSPECTIONS
* PRE-ENGINEERED FLOOR JOIST TO BE BY TRUSJOIST MANUFACTURER OR EQUIVALENT TO MANUFACTURER'S RECOMMENDATIONS
* PRE-ENGINEERED FLOOR JOIST SUPPLIER SHALL PROVIDE JOIST LAYOUT FROM MANUFACTURER PRIOR TO START OF ROUGH FRAMING
* ■ = (2) 2x STUDS IN INTERIOR PARTITIONS WITH DOUBLE JOIST BELOW, UNLESS OTHERWISE NOTED
* ■ = (2) 2x STUDS IN EXTERIOR WALLS, UNLESS OTHERWISE NOTED
* □ = POINT LOAD FROM ABOVE WITH DOUBLE JOIST BELOW, UNLESS OTHERWISE NOTED
* ALL EXTERIOR WALLS OVER 10'-0" TALL TO BE NOM. 2 X 6 STUDS @ 16" O.C.
* ADD 2x HORIZONTAL BLOCKING, SAME WIDTH AS STUDS, BETWEEN STUDS IN EXTERIOR WALLS OVER 8'-0" IN HEIGHT, FACED EXTERIOR SHEATHING TO BLOCKING & TO STUDS.
* HALF WALLS TO BE NOM. 36" TALL, UNLESS OTHERWISE NOTED
* FIRESTOPPING SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS:
- CONCEALED SPACES OF STUD WALLS & PARTITIONS, INCLUDING STAGGERED OR PARALLEL ROWS OF STUDS, VERTICAL AT CEILING & FLOOR LEVELS AND HORIZONTAL AT 10'-0" INTERVALS
- ALL INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS AND COVE CEILINGS
- CONCEALED SPACES BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF THE STAIR RUN
- OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS AND FIREPLACES AT CEILINGS & AT FLOOR LEVEL WITH NONCOMBUSTIBLE MATERIALS

ELECTRICAL NOTES
* ALL OUTLETS ABOVE KITCHEN COUNTERTOP TO BE GFI @ MAXIMUM 48" O.C.
* ALL OUTLETS WITHIN 72" OF ANY SINK OR WATER FEATURE TO BE GFI
* ALL OUTLETS IN GARAGE TO BE GFI
* ALL TYPICAL ROOM OUTLETS TO BE SPACED MAX. 12'-0" APART, UNLESS OTHERWISE NOTED
* VERIFY THAT NO POINT ALONG ANY WALL 2'-0" LONG OR LONGER IN ANY HABITABLE ROOM TO BE MORE THAN 6'-0" FROM AN OUTLET.
* PROVIDE SMOKE & CARBON MONOXIDE DETECTORS PER LOCAL CODE:
(1) COMBO. SMOKE/CARBON MONOXIDE DETECTOR IN EACH FLOOR LEVEL
(1) SMOKE DETECTOR IN EACH BEDROOM
(1) COMBO. SMOKE/CARBON MONOXIDE DETECTOR WITHIN 10'-0" OF EACH BEDROOM DOOR/ENTRANCE
* ALL ELECTRICAL CONDUCTORS ARE TO BE SOLID COPPER IN ELECTRICAL METALLIC TUBING
* ALL OUTLETS SHALL BE ARC FAULT PROTECTED
* ALL 15 & 20 AMP OUTLETS SHALL BE TAMPER RESISTANT
* RECESSED INCANDESCENT OR SURFACE MOUNTED FLUORESCENT LIGHT FIXTURES IN CLOSETS SHALL BE LOCATED 6" MIN. IN FRONT OF THE TOP SHELF. SURFACE MOUNTED INCANDESCENT FIXTURES IN WALK-IN CLOSETS SHALL BE 12" MIN. IN FRONT OF 24" SHELF & SHALL BE FULLY ENCLOSED WITH A GLOBE. SURFACE MOUNTED INCANDESCENT LIGHT FIXTURES ARE NOT PERMITTED IN CLOSETS OTHER THAN WALK-IN CLOSETS.
* ALL CEILING OUTLET ELECTRICAL BOXES SHALL BE CAPABLE OF SUPPORTING A CEILING FAN.
* PROVIDE SEPARATE 20 AMP CIRCUITS FOR KITCHEN REFRIGERATORS, MICROWAVES, GARBAGE DISPOSALS & DISHWASHERS
* PROVIDE SEPARATE LOCAL DISCONNECTS FOR KITCHEN GARBAGE DISPOSALS & DISHWASHERS
* PROVIDE MIN. 30" DEEP X 30" WIDE X 78" HIGH CLEAR WORK AREA IN FRONT OF ELECTRICAL PANEL
* PROVIDE 200 AMP ELECTRICAL SERVICE FOR BUILDINGS UP TO 4,000 SF.
* PROVIDE 400 AMP ELECTRICAL SERVICE FOR BUILDINGS OVER 4,000 SF.

PLUMBING NOTES
* PROVIDE ACCESSIBLE SHUTOFF VALVES TO ALL GAS APPLIANCES & FIREPLACES
* ALL FRAMING DRILLED FOR PLUMBING VENTS OR SIMILAR HOLES TO BE IN A 6 X 6 WALSTUD WALL
* ALL WATER LINES TO A SECOND FLOOR TO HAVE 36" AIR CHAMBERS
ABOVE GROUND WASTE — SCHEDULE 40 PVC, 700 SERIES
BELOW GROUND WASTE — SCH 40 PVC OR CAST IRON
ABOVE GROUND WATER — TYPE L COPPER,50 LEAD SOLDER
BELOW GROUND WATER — TYPE K COPPER
* UNDERGROUND SANITARY SHALL BE 4" MIN.
* COLORED POWER PUNCH TEST REQUIRED ON ALL PVC PIPING
* ALL SIZING OF THE PLUMBING SYSTEM SHALL BE IN COMPLIANCE WITH ESPC 890.1930.

HVAC NOTES:
* HVAC CONTRACTOR TO VERIFY LOCATION OF ALL HVAC SYSTEMS IN FIELD
* FOR ANY PROPOSED ATTIC FURNACES, PROVIDE A SMOKE/CO2 DETECTOR, PROVIDE FLOOR DRAIN WITH PAN & AUTO SHUT OFF VALVE (FOR DRAIN BACK UP) ALONG WITH ANY OTHER REQUIREMENTS WHICH MAY BE NEEDED TO SATISFY LOCAL & NATIONAL BUILDING CODES
* DUCT JOINTS AND SEAMS SHALL BE MADE SUBSTANTIALLY AIR TIGHT
* DUCTS SHALL BE SUPPORTED @ 10'-0" MAX. INTERVALS
* PROVIDE MIN. 30" DEEP X 30" WIDE X 78" HIGH CLEAR WORK AREA IN FRONT OF FURNACE SERVICE PANEL

DRAWING INDEX

A000 SITE PLAN, DRAWING INDEX, GENERAL NOTES
A101 FIRST FLOOR PLAN
A102 SECOND FLOOR PLAN
A200 FRONT ELEVATION, REAR ELEVATION
A201 LEFT SIDE ELEVATION, RIGHT SIDE ELEVATION
A202 REAR ELEVATION

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

REVISIONS	DESCRIPTION
1	PRELIMINARY DESIGN 01-24-23 S.M.
2	DESIGN DEVELOPMENT 02-08-23 S.M.
3	DESIGN DEVELOPMENT 02-15-23 S.M.
4	RELEASE FOR BID 02-17-23 S.M.
5	RELEASE FOR PERMIT 02-24-23 S.M.
6	REVISION 10-25-23 S.M.

DESIGN STAGE

Architects & Planners, Inc.
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WI Telephone: 262-284-4021 — 58 W. Main St., Lake Geneva, WI 53147
41 Crystal St., Cary, IL 60013 — 1700 E. Rotter Ave., Waukesha, WI 53186

HUTCHINS RESIDENCE
997 NORTH SHORE DRIVE
CRYSTAL LAKE, IL 60014

SITE PLAN
GENERAL NOTES
DRAWING INDEX

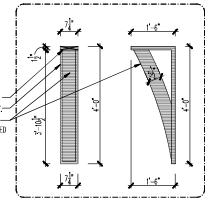
PRELIMINARY

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Sheet Number: A000
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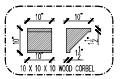




3C A200 FRONT ELEVATION
1/4"=1'-0"



7B A200 BRACKET DETAIL
1/2"=1'-0"



7C A200 CORBEL DETAIL
1/2"=1'-0"



1E A200 REAR ELEVATION ALT. GREAT ROOM DOOR
1/4"=1'-0"



3E A200 REAR ELEVATION
1/4"=1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION
OR PERMIT SUBMITTAL

ELEVATION NOTES

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

WINDOW NOTES

* ALL WINDOWS ARE DESIGNATED IN ROUGH OPENING, SHOWN IN FEET & INCHES TO BE MET WITHIN 2" OR EXCEEDED, DEPENDING ON MFG.

EXAMPLE: 2555 = 2'-5" X 5'-5"
EXAMPLE: 3068 = 3'-0" X 6'-8"
EXAMPLE: 18080 = 18'-0" X 8'-0"

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

DESIGN STAGE	REVISIONS					
PRELIMINARY DESIGN	1	10-24-22	A.M.	11-29-22	A.M.	12-4-22 A.M.
DESIGN DEVELOPMENT	2	12-19-22	A.M.	12-29-22	A.M.	12-30-22 A.M.
DESIGN DEVELOPMENT	3	01-05-23	A.M.	01-09-23	A.M.	01-10-23 A.M.
FINAL REVIEW	4	01-23-23	A.M.	02-24-23	A.M.	02-27-23 A.M.
ISSUANCE FOR PERMIT	5					

HUTCHINS RESIDENCE
997 NORTH SHORE DRIVE
CRYSTAL LAKE, IL 60014

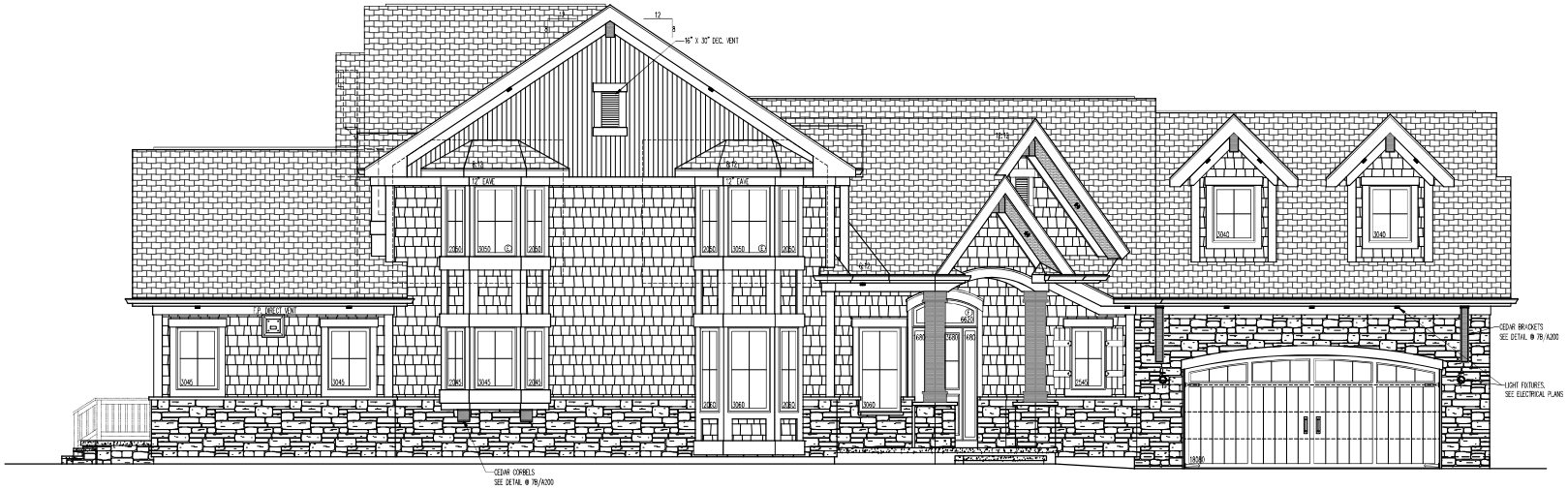
PRELIMINARY

FRONT ELEVATION
REAR ELEVATION

A.L.A. Architects & Planners, Inc.
IL Telephone: 815-356-2100 WI Telephone: 262-275-4002
2600 Belvar Road at Rt. 176, Crystal Lake, IL 60014
99 W. Main St., Lake Geneva, WI 53147
1700 E. Racine Ave., Waukesha, WI 53186
40 Crystal St., Cary, IL 60013

Job Number: 22353
Sheet Number: A200
File Name: LAYOUT2000

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1C A201 LEFT SIDE ELEVATION

1/4"=1'-0"



1E A201 RIGHT SIDE ELEVATION

1/4"=1'-0"

NOT FOR CONSTRUCTION
OR PERMIT
PRELIMINARY

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

REVISIONS	
5	12-4-23 R.M.
4	11-29-23 R.M.
3	11-15-23 R.M.
2	10-18-23 R.M.
1	10-4-23 R.M.

DESIGN REVIEW

PRELIMINARY DESIGN 10-4-23 R.M.
DESIGN DEVELOPMENT 10-18-23 R.M.
DESIGN REVIEW SET 11-15-23 R.M.
FINAL REVIEW 11-29-23 R.M.
RELEASE FOR PERMIT 12-4-23 R.M.

HUTCHINS RESIDENCE
997 NORTH SHORE DRIVE
CRYSTAL LAKE, IL 60014

PRELIMINARY

LEFT SIDE ELEVATION
RIGHT SIDE ELEVATION

Architects & Planners, Inc.
IL Telephone: 815-356-2100 WI Telephone: 262-245-4002
2600 Belvar Road at Rt. 176 Crystal Lake, IL 60014
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60 Crystal St. Cary, IL 60013

Job Number: 22353

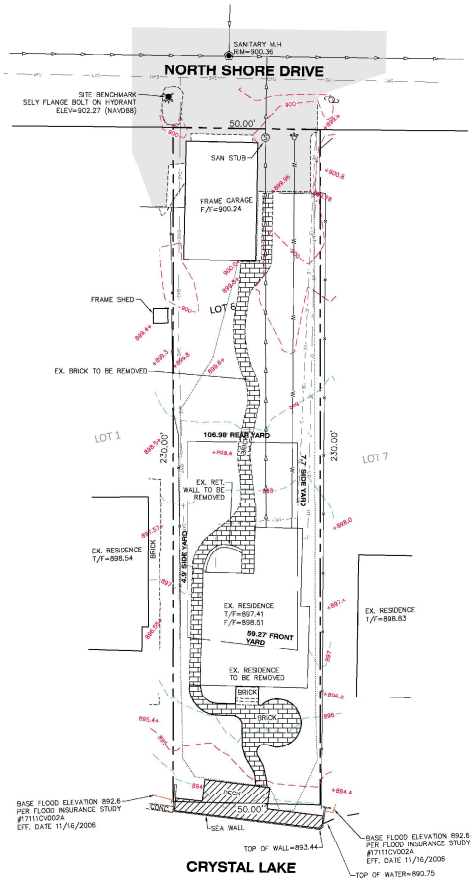
Sheet Number: A201

File Name: LAYOUT2000

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IMPERVIOUS EXHIBIT (LAKESIDE)

EXISTING CONDITIONS



GRAPHIC SCALE

0 20 30 40 60

(IN FEET)
1"=20 FT.

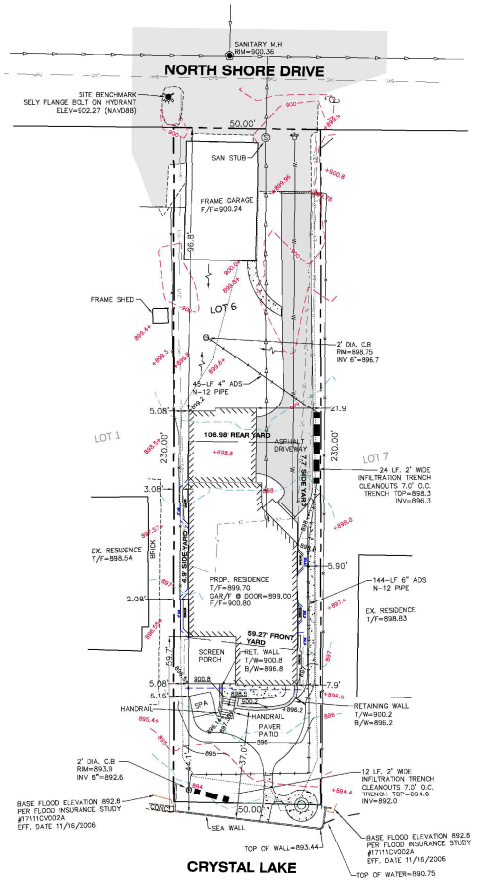
EXISTING IMPERVIOUS BETWEEN HOUSE AND LAKE

DECK:	387 SQ.FT.
BRICK:	470 SQ.FT.
TOTAL EXISTING IMPERVIOUS:	857 SQ.FT.

PROPOSED IMPERVIOUS BETWEEN HOUSE AND LAKE

RETAINING WALLS:	39 SQ.FT.
CONCRETE:	275 SQ.FT.
PAVERS:	480 SQ.FT.
SPA:	57 SQ.FT.
TOTAL EXISTING IMPERVIOUS:	831 SQ.FT.

PROPOSED CONDITIONS



CHRS & ANGIE HUTCHINS
6180 STANSBURY LANE
LAKEWOOD, IL 60014
312-339-3271
chutchins04@gmail.com

NGS SOURCE BENCHMARK:

MCHENRY COUNTY GEODETIC CONTROL STATION
DESIGNATED "NCH176-2A"
ELEVATION 907.25 NAVD88

REVISIONS

DATE	DESCRIPTION

Permit Number
HEALTH
-

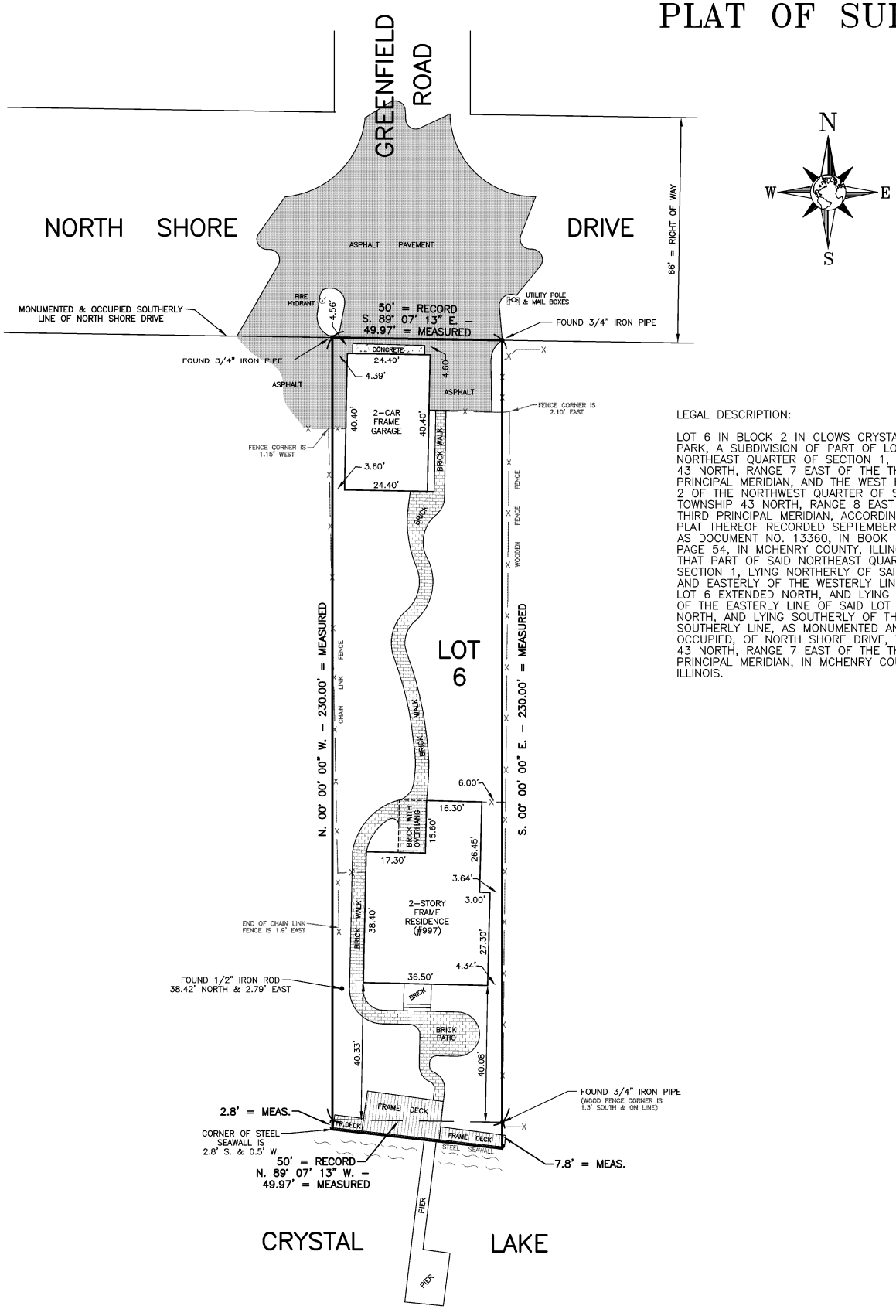
Permit Number
PLANNING
-

LO" 6 IN BLOCK 2 IN CLOW'S
CRYSTAL LAKE PARK
997 NORTH SHORE DRIVE
CRYSTAL LAKE, IL 60014
P.I.N. 18-01-229-031
NE 1/4, SEC 01, T43N, R07E

SCHMITT ENGINEERING
215 West Church Street, Suite 200, Champaign, IL 61820
Phone 217.352.7870
www.schmittengineering.com

Drawn By	TJM
Checked By	AMS
Date	03/16/2023
Scale	1" = 20 Ft.
Sheet	1 of 1
Job Number	230114

PLAT OF SURVEY



LEGAL DESCRIPTION:

LOT 6 IN BLOCK 2 IN CLOWS CRYSTAL LAKE PARK, A SUBDIVISION OF PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1894 AS DOCUMENT NO. 13360, IN BOOK 1 OF PLATS, PAGE 54, IN MCHENRY COUNTY, ILLINOIS. ALSO, THAT PART OF SAID NORTHEAST QUARTER OF SECTION 1, LYING NORTHERLY OF SAID LOT 6 AND EASTERLY OF THE WESTERLY LINE OF SAID LOT 6 EXTENDED NORTH, AND LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT 6 EXTENDED NORTH, AND LYING SOUTHERLY OF THE SOUTHERLY LINE, AS MONUMENTED AND OCCUPIED, OF NORTH SHORE DRIVE, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

NOTE: NO BUILDING OR EASEMENT LINES APPEAR ON THE FACE OF THE PLAT OF SUBDIVISION.

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Heritage Land Consultants LLC
Surveying
Site Plans
Septic Design

HLC SURVEYING
758 RIDGEVIEW DRIVE
McHENRY, ILLINOIS 60050
(815) 344-3252

P.I.N. #18-01-229-031

INDICATES IRON STAKE (UNLESS NOTED OTHERWISE)

BEARING SYSTEM : ASSUMED (UNLESS NOTED OTHERWISE)

ABBREVIATIONS

= R.	DISTANCE ON RECORDED PLAT OF SUBDIVISION
= REC.	DISTANCE ON RECORDED PLAT OF SUBDIVISION
= M.	MEASURED OR CALCULATED DISTANCE
= MEAS.	MEASURED OR CALCULATED DISTANCE
RAD.=	RADIUS
ARC=	ARC LENGTH
CH.=	CHORD LENGTH
C./CONC.=	CONCRETE
P.O.B.=	POINT OF BEGINNING
P.O.C.=	POINT OF COMMENCEMENT

PREPARED FOR: CAMPION CURRAN LAW, P.C.

ADDRESS: 997 NORTH SHORE DRIVE
CRYSTAL LAKE , ILLINOIS

DRAWN BY: MTB CHECKED BY: MWR

JOB NO. 2022-152 SUR

SCALE : 1" = 20'

DATE : 6-23-2022

DATE OF FIELD WORK: 6-16-2022

DISK:	220620	FILE NAME:	22152SUR
DISK:	22152	PAC. NO.	22152P

REVISIONS

SURVEYS ARE BASED UPON RECORDED SUBDIVISION INFORMATION IN CASES OF REGULAR SUBDIVISION LOTS. SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE CLIENT OR PARTY REQUESTING THE SURVEY. PLATS OF SURVEY REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY AS MONUMENTED. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBRANCES MAY EXIST AND ARE NOT SHOWN HEREON. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ANY OF THE LEGAL ENCUMBRANCES THAT MAYBE ATTACHED TO ANY PROPERTY.

REFER TO DEED OR GUARANTEE POLICY AND LOCAL ORDINANCES FOR BUILDING LINES AND EASEMENTS NOT SHOWN HEREON. COMPARE YOUR DESCRIPTION AND POINTS WITH THIS PLAT AND AT ONCE REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR.

BUILDING TIE DIMENSIONS SHALL NOT BE USED TO DETERMINE LOT LINE LOCATIONS. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

HLC SURVEYING IS A SERIES OF HERITAGE LAND CONSULTANTS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

ILLINOIS PROFESSIONAL LAND SURVEY AND PROFESSIONAL ENGINEERING DESIGN FIRM CORPORATION LICENSE NO. 184.004955 EXPIRES : 04/30/2023

STATE OF ILLINOIS
S.S.
COUNTY OF McHENRY

WE, HERITAGE LAND CONSULTANTS, LLC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT THE PLAT AS DRAWN REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT McHENRY, ILLINOIS

THIS 23rd DAY OF JUNE, 2022

MARK T. BERNHARDT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3028
LICENSE RENEWAL DATE : 11-30-2022

From: J Novy <[redacted]>
Sent: Monday, April 10, 2023 5:24 PM
To: Melanie Nebel <mnebel@crystallake.org>
Subject: Councilman Meeting request - Issue w 997 N Shore Dr. Variance Request #2023-35

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

Melanie,
As City of Crystal Lake Council's Executive Assistant, please forward on my behalf. Thank you. - Julie

Dear Councilman Ferguson,

I am life long Crystal Lake resident and 20 year owner of the directly adjacent property to 997 North Shore Drive. I have significant concern regarding the variation request #2023-35 up for your approval at the next Council meeting, April 18th.

I'd like to request a meeting with you to discuss the issues, share our concerns and offer detailed clarity to the proposed variance that you may otherwise not be understood or considered.

The proposed plan offers a dramatic change to the essential character of our neighborhood block. I'd like to show how our group of properties are uniquely different. The narrow lot is not a hardship when all neighboring properties have the same width. By adding an additional driveway extending through the yards to a new second garage w/ side load access on narrow lot complicating issues and needs mount.

To execute this plan, a 59% (1,053 SF) impervious surface coverage overage is required for the second garage and long extension to the existing driveway through the open yards.

If the plan is approved, I'd like to explain how it not only changes the essential character, it also creates large safety consequence that directly effect anyone who may be in our yard. If the plan is approved the storm water has probability of causing issues for all near properties as it is well understood especially in Water Shed area, water management is very touchy and water movement is unpredictable. If this plan is approved, security and invasive privacy issues directly impact our family and all visitors.

Please let me know if you have time to meet ahead of next weeks meeting. I look forward to hearing from you at your earliest convenience. I appreciate your time in advance.

Thank you,

Julie Novy
[redacted]

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Unified Development Ordinance (UDO) Amendment, to Article 2 and Article 10 to allow for Tourist Homes

PZC Recommendation: The Planning and Zoning Commission (PZC) recommended approval, with modification to the staff suggested language, to allow Tourist Homes.

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

Background:
The UDO is a dynamic document and can be periodically updated as the world evolves. In 2009, when the UDO was adopted, it was anticipated that the document would be updated especially as new uses are introduced. As a result of a neighbor complaint, the staff has explored creating a text amendment for Tourist Homes.

The City currently does not have any regulations and treats these uses like any other single-family or multi-family residence. Special Legal Counsel has noted that ownership methods (in state, out of state, primary residence, etc.) generally cannot be regulated through zoning. In addition, rental of a property irrespective of duration is also a real estate interest and not ordinarily regulated through zoning.

Staff has drafted proposed changes to the UDO, which were presented to the PZC on January 18, 2023. The PZC denied this language sending a negative recommendation to the City Council. At the February 7th City Council meeting, the text amendment was referred back to the PZC for consideration at the March 1, 2023 meeting. The proposed text amendment presented by City staff would allow Tourist Homes as a Limited Use, which can be approved by staff provided the established criteria are met. The criteria would regulate proximity to another Tourist Home in the single-family zoning districts, the number of adult guests, ensuring parking needs are met, and that the Tourist Home shall be established in the principal structure.

PZC Discussion/Vote:

The following was discussed at the PZC meeting.

- Members of the public spoke about the concern with people coming and going, not knowing their neighbor, and the out-of-state ownership of the house.

- There were members of the public that spoke in favor of the Tourist Homes, as three of them were hosts including the owner of the home on College Street. They spoke to the screening of guests by Airbnb, and how the host personally can have additional requirements for guests. The individuals shared that many people use the Tourist Homes for visiting family and having a place to stay while their home is under construction.

- The PZC felt the Tourist Homes are a business use, and they should not be located in single-family residential districts without greater restrictions.

- The PZC stated there was a desire to start out with more restrictive ordinance language and then lessen it over time if there are no issues.

- The PZC expressed several concerns, proposed changes to the draft ordinance language, and then voted **approval (5-0)** of the draft language subject to such changes.

The Planning and Zoning Commission's proposed changes are illustrated below:

ARTICLE 2-300

		F	E	RE	R-1	R-2	R-3A	R-3B	R-O	O	B-1	B-2	B-4	M-L	M	W	Use Criteria
Overnight Lodging	**Tourist Homes**	**L**	~~**L**~~ **S**	~~**L**~~ **S**	~~**L**~~ **S**	~~**L**~~ **S**	**L**	**L**	**L**				**L**				**2-400C-78**

The change from a Limited Use to a Special Use in certain districts would not change the City's ability to approve the request. It would, however, require an applicant in lower density residential districts (E, RE, R-1 and R-2) to seek approval through a public process in which the PZC would make a recommendation on a request, and the City Council would ultimately determine whether a special use permit for a proposed Tourist Home is appropriate. In districts where the use is permitted by Limited Use, the applicant would need illustrate compliance with the review criteria and the permit would be approved by City staff.

City staff has no concerns with the proposed change.

ARTICLE 2-400 C

78. Tourist Homes. Tourist Homes shall comply with the following criteria:

a) General:

i. A Tourist Home may only be operated pursuant to the terms and conditions of **the criteria** ~~a limited use permit~~ in the F, E, RE, R-1, R-2, R-3A, R-3B, R-O, or B-4 zoning districts.

ii. A Tourist Home located in the E, RE, R-1 or R-2 zoning districts must be located at least ~~250~~ **500** feet from any other existing Tourist Home, unless the City Council adopts a subarea plan that permits this spacing to be reduced. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the property line of the proposed use to the property line of the existing use.

The PZC changed the distance between Tourist Homes from 250 feet to 500 feet. The intent of a buffer was to provide an avenue to limit the overall number of Tourist Homes within a neighborhood. This was a concern shared by members of the public and the PZC.

500 feet is approximately the length of 1.5 blocks or seven single-family residential properties. Currently, there are no tourist homes within 500 feet of each other in the E, RE, R-1 or R-2 zoning districts. City staff has no concerns with the proposed change.

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iii. A Tourist Home must be located in a structure that is permitted in the zoning district in which it is located.

b) Accessory structures cannot be utilized as a Tourist Home.

c) Occupancy: A Tourist Home shall be restricted as follows:

~~i. During any short-term rental period, at no time may a Tourist Home be occupied by more than six adult guests and all their related children.~~

An owner of a Tourist Home had shared during public comment that they do not know the number of children and adults, only the total number of guests when a booking is requested. In response, the PZC recommended removing the maximum number of guests and kept the restriction based on number of bedrooms and total square footage of bedroom space.

Staff is concerned that the lack of a specific occupancy limitation will not only make enforcement more difficult, but it will do little to curb potential impacts of over-occupancy of Tourist Homes. Moreover, because owners of Tourist Homes can include additional requirements for their guests (i.e. maximum number of occupants), they can incorporate this requirement into their terms of use.

From the communities surveyed, Lakewood was the only community with a specified limit, which was 12 guests.

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ii. A maximum of five bedrooms are permitted in a Tourist Home. All occupants shall have bedroom space which meets the following criteria: 70 square feet of bedroom space shall be provided in each bedroom occupied by not more than one person. If more than one person occupies a bedroom, such bedroom shall contain not less than 50 square feet per person. Kitchens, bathrooms, hallways, and closets are not considered habitable rooms for sleeping purposes.

d) No Tourist Home may be rented for a period of less than ~~24 hours~~ **3 nights**.

The PZC changed the minimum stay from 24 hours to three nights. The underlying governmental purpose for this change was not plainly articulated. The intent of the inclusion of the minimum one-night stay was to ensure the essential residential use of a Tourist Home, that is, to provide kitchen, bathroom, and sleeping accommodations. Any shorter rental period could promote other undesirable uses (e.g., a "party" house). Increasing the minimum stay from 24-hours to three days does not address any plain governmental need, and it could result in guests being forced to reserve for additional nights that are unused. It can also tie up the property when it is not being used.

From the communities surveyed, Lakewood was the only community with a minimum rental period, which was seven (7) consecutive nights.

City staff and Special Legal Counsel recommend retaining the 24-hour minimum stay requirement.

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e) Off street parking: The site shall comply with the required number of parking spaces identified in Section 4-200, Off-street parking and loading. Parking areas having fewer than 10 spaces are not required to meet the landscaping requirements.

f) Tourist Homes do not include rooming or boarding houses in which a tenant shall contemporaneously occupy a dwelling unit (or portion thereof) with the owner or long-term tenant of the dwelling unit. Tourist homes also do not include: (a) a dwelling unit that is used for any non-residential purpose, including event center, banquet facility, wedding venue, or another similar uses; or (b) a bed and breakfast establishment as defined by Section 2 of the Illinois Bed and Breakfast Act (50 ILCS 820/2).

g) Life Safety: Tourist Homes must pass a life safety inspection and a certificate of occupancy will be required.

h) The limited use **or special use** permit for any Tourist Home that is found to have violated provisions of City Code Chapter 364 (Nuisances) ~~three~~ **two** times in any 12 month period will be revoked.

The PZC lowered the threshold for revocation of a Tourist Home permit from three to two violations of the nuisance chapter of the City Code. This provision requires a "found violation" meaning that the City has investigated a property nuisance compliant and issued a citation for the violation. A permit could also be revoked per the criteria listed below in (i).

City staff has no concerns with the proposed change.

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i) The limited use **or special use** permit for any Tourist Home shall be revoked if:

   i. The operator of the Tourist Home fails to register with the City in accordance with the Section 467-42, or

   ii. The operator of the Tourist Home fails to comply with the requirements of Article VIII of Chapter 467 of the City Code and fails to correct such noncompliance with 30 days after the latest of (A) a notice sent pursuant to Section 467-45, (B) the conclusion of a hearing pursuant to Section 467-45, or (C) the conclusion of an appeal pursuant to 467-46.

j) The owners, renters, and guests of a Tourist Home shall be jointly and severally liable for any fines or penalties incurred as a result of violations of City Code provisions occurring on the premises of such Tourist Home.

k) The limited use **or special use** permit application must contain contact information for a person who can be reach locally in case of emergencies.

l) **The home can only be utilized as a Tourist Home if it is the primary residence of the property owner.**

The PZC added that any Tourist Home would need to be the property owner's principal residence, which is not defined within the City Code. From the communities surveyed, Lakewood requires a property be a principal residence. City staff and Special Legal Counsel are concerned about potential legal challenges to this provision. Courts have previously struck down zoning regulations based on form of ownership rather than use.

Moreover, this additional requirement would preclude long-term rental properties from being used for Tourist Homes, even though use of such dwelling units for Tourist Homes may be less impactful on a neighborhood or the City generally than having detached single family homes as Tourist Homes.

Additionally, because courts have determined that residency depends on intent of the resident himself or herself, enforcement of this provision could prove to be problematic.

Staff does not recommend including a requirement that Tourist Homes be the property owner's primary residence.

ARTICLE 10-200 E

TOURIST HOMES: A residential dwelling unit that is made available for residential purposes (including vacation purposes) on a short-term rental basis for more than 30 consecutive days in any calendar year, even if not actually rented to or occupied by a short-term rental tenant for 30 days in such year. For purposes of this definition, "short-term rental" shall be a period of less than 30 consecutive days.

Further Review and Refinement

Following the PZC meeting, staff and Special Legal Counsel Victor Filippini further reviewed the draft ordinance relating to Tourist Homes, especially in light of the PZC recommendation. That review is reflected in the comments above, but it also resulted in further refinements to the draft ordinance, including more plainly articulated bases for the regulation of Tourist Homes. Based on such review, the recommended version of the ordinance that is presented to the City Council for consideration provides:

Article 2-300:

		F	E	RE	R-1	R-2	R-3A	R-3B	R-O	O	B-1	B-2	B-4	M-L	M	W	Use Criteria
Overnight Lodging	Tourist Homes	L	S	S	S	S	L	L	L				L				2-400C-78

Article 2-400C:

78. Tourist Homes. Tourist Homes shall comply with the following criteria:

a) General:

i) A Tourist Home may only be operated in the F, E, RE, R-1, R-2, R-3A, R-3B, R-O, or B-4 zoning districts pursuant to the terms and conditions of a special or limited use permit and applicable criteria set forth in the City Code.

ii) A Tourist Home located in the E, RE, R-1 or R-2 zoning districts must be located at least 500 feet from any other existing Tourist Home, unless the City Council adopts a subarea plan that permits this spacing to be reduced. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the property line of the proposed use to the property line of the existing use.

iii) A Tourist Home must be located in a structure that is permitted in the zoning district in which it is located.

b) Accessory structures cannot be utilized as a Tourist Home.

c) Occupancy: A Tourist Home shall be restricted as follows:

i. During any short-term rental period, at no time may a Tourist Home be occupied by more than six adult guests and all their related children.

ii. A maximum of five bedrooms are permitted in a Tourist Home. All occupants shall have bedroom space which meets the following criteria: 70 square feet of bedroom space shall be provided in each bedroom occupied by not more than one person. If more than one person occupies a bedroom, such bedroom shall contain not less than 50 square feet per person. Kitchens, bathrooms, hallways, and closets are not considered habitable rooms for sleeping purposes.

d) No Tourist Home may be rented for a period of less than 24 hours.

e) Off street parking: The site shall comply with the required number of parking spaces identified in Section 4-200, Off-street parking and loading. Parking areas having fewer than 10 spaces are not required to meet the landscaping requirements.

f) Tourist Homes do not include rooming or boarding houses in which a tenant shall contemporaneously occupy a dwelling unit (or portion thereof) with the owner or long-term tenant of the dwelling unit. Tourist homes also do not include: (a) a dwelling unit that is used for any non-residential purpose, including event center, banquet facility, wedding venue, or another similar uses; or (b) a bed and breakfast establishment as defined by Section 2 of the Illinois Bed and Breakfast Act (50 ILCS 820/2).

g) Life Safety: Tourist Homes must pass a life safety inspection and a certificate of occupancy will be required.

h) The special or limited use permit for any Tourist Home that is found to have violated provisions of City Code Chapter 364 (Nuisances) two times in any 12 month period will be revoked.

i) The special or limited use permit for any Tourist Home shall be revoked if:

   i) The operator of the Tourist Home fails to register with the City in accordance with the Section 467-42, or

   ii) The operator of the Tourist Home fails to comply with the requirements of Article VIII of Chapter 467 of the City Code and fails to correct such noncompliance with 30 days after the latest of (A) a notice sent pursuant to Section 467-45, (B) the conclusion of a hearing pursuant to Section 467-45, or (C) the conclusion of an appeal pursuant to 467-46.

j) The owners, renters, and guests of a Tourist Home shall be jointly and severally liable for any fines or penalties incurred as a result of violations of City Code provisions occurring on the premises of such Tourist Home.

k) The special or limited use permit application must contain contact information for a person who can be reached locally in case of emergencies.

Article 10-200 E:

TOURIST HOMES: A residential dwelling unit that is made available for residential purposes (including vacation purposes) on a short-term rental or occupancy basis for more than 30 consecutive days in any calendar year, even if not actually rented to or occupied by a short-term

rental tenant for 30 days in such year. For purposes of this definition, "short-term rental" shall be a period of less than 30 consecutive days.

City staff has included as part of this agenda supplement the draft version of the ordinance with City staff, special legal counsel and the PZC's recommendations.

Votes Required to Pass: A simple majority vote

Ord. No.
File No.

AN ORDINANCE AMENDING
CHAPTER 650: UNIFIED DEVELOPMENT ORDINANCE OF THE
CODE OF ORDINANCES OF THE CITY OF CRYSTAL LAKE, ILLINOIS

WHEREAS, pursuant to its home rule powers, the Illinois Municipal Code, and other applicable authority, the City is authorized to regulate land uses within the City and does so pursuant to the City's Unified Development Ordinance, set forth as Chapter 650 of the Crystal Lake City Code; and

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-249) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Text Amendment; and

WHEREAS, from time to time it is appropriate to review, update and modify the Unified Development Ordinance to assure that it appropriately addresses new issues that may arise; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on December 5, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on December 21, 2022, which was continued to January 18, 2023 and then referred back to March 1, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider proposed amendments to the Unified Development Ordinance regarding Article 2, Article 4 and Article 10 for Tourist Homes; and

WHEREAS, on March 1, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that proposed amendment to the Unified Development Ordinance be approved as stated in the minutes from the meeting; and

WHEREAS, the Mayor and City Council, having considered such recommendation and the findings and minutes from the Planning and Zoning Commission, have found and determined that adopting amendments to Article 2 and Article 10 of the Unified Development Ordinance regarding Tourist Homes as set forth in this Ordinance will be in the best interests of the City and its residents; and

WHEREAS, the Mayor and City Council further find that Tourist Homes, if left unregulated, will result in less predictable occupancy rates in single-family homes, which affects the City's planning and deployment of resources for infrastructure and services, including the

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provision of water and sewer service, refuse pick-up and control, traffic and road capacities, and public safety needs; and

WHEREAS, the Mayor and City Council further find that Tourist Homes, if left unregulated, could interfere with the City's efforts to create and promote stable residential neighborhoods in which a sense of community can flourish, which in turn can change the fundamental character of neighborhoods; and

WHEREAS, the Mayor and City Council further find that, because Tourist Homes are used by short-term occupants, attention to ensuring the quality and upkeep of residential properties could diminish, which would adversely affect the property values in the vicinity of Tourist Homes without proper regulation; and

WHEREAS, the Mayor and City Council further find that Tourist Homes, if left unregulated, can cause negative impacts on surrounding properties and the Village as a whole, such as life-safety concerns, quality of neighborhood and related life concerns, security concerns, fire safety concerns, and tax revenue concerns, and that appropriate regulation of Tourist Homes is necessary to protect the public health, safety, and general welfare from over-occupancy and instability that may result if Tourist Homes remain unregulated;

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

SECTION I: The foregoing Recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth herein.

SECTION II: That Article 2-300 Land Use Table shall be amended as follows:

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		F	E	RE	R-1	R-2	R-3A	R-3B	R-O	O	B-1	B-2	B-4	M-L	M	W	Use Criteria
Overnight Lodging	Tourist Homes	L	S	S	S	S	L	L	L				L				2-400C-78

SECTION III: That Article 2-400C shall be amended as follows:

78. Tourist Homes. Tourist Homes shall comply with the following criteria:

a) General:

i) A Tourist Home may only be operated in the F, E, RE, R-1, R-2, R-3A, R-3B, R-O, or B-4 zoning districts pursuant to the terms and conditions of a special or limited use permit and applicable criteria set forth in the City Code.

ii) A Tourist Home located in the E, RE, R-1 or R-2 zoning districts must be located at least 500 feet from any other existing Tourist Home, unless the City Council adopts a subarea plan that permits this spacing to be reduced. Measurements shall be made in a

straight line, without regard to intervening structures or objects, from the property line of the proposed use to the property line of the existing use.

iii) A Tourist Home must be located in a structure that is permitted in the zoning district in which it is located.

b) Accessory structures cannot be utilized as a Tourist Home.

c) Occupancy: A Tourist Home shall be restricted as follows:

i. During any short-term rental period, at no time may a Tourist Home be occupied by more than six adult guests and all their related children.

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d) No Tourist Home may be rented for a period of less than 24 hours.

e) Off street parking: The site shall comply with the required number of parking spaces identified in Section 4-200, Off-street parking and loading. Parking areas having fewer than 10 spaces are not required to meet the landscaping requirements.

f) Tourist Homes do not include rooming or boarding houses in which a tenant shall contemporaneously occupy a dwelling unit (or portion thereof) with the owner or long-term tenant of the dwelling unit. Tourist homes also do not include: (a) a dwelling unit that is used for any non-residential purpose, including event center, banquet facility, wedding venue, or another similar uses; or (b) a bed and breakfast establishment as defined by Section 2 of the Illinois Bed and Breakfast Act (50 ILCS 820/2).

g) Life Safety: Tourist Homes must pass a life safety inspection and a certificate of occupancy will be required.

h) The special or limited use permit for any Tourist Home that is found to have violated provisions of City Code Chapter 364 (Nuisances) two times in any 12 month period will be revoked.

i) The special or limited use permit for any Tourist Home shall be revoked if:

i. The operator of the Tourist Home fails to register with the City in accordance with the Section 467-42, or

ii. The operator of the Tourist Home fails to comply with the requirements of Article VIII of Chapter 467 of the City Code and fails to correct such noncompliance with 30 days after the latest of (A) a notice sent pursuant to Section 467-45, (B) the conclusion of a hearing pursuant to Section 467-45, or (C) the conclusion of an appeal pursuant to 467-46.

j) The owners, renters, and guests of a Tourist Home shall be jointly and severally liable for any fines or penalties incurred as a result of violations of City Code provisions occurring on the premises of such Tourist Home.

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k) The special or limited use permit application must contain contact information for a person who can be reached locally in case of emergencies.

SECTION IV: That Article 10-200 E shall be amended as follows:

TOURIST HOMES: A residential dwelling unit that is made available for residential purposes (including vacation purposes) on a short-term rental or occupancy basis for more than 30 consecutive days in any calendar year, even if not actually rented to or occupied by a short-term rental tenant for 30 days in such year. For purposes of this definition, "short-term rental" shall be a period of less than 30 consecutive days.

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

SECTION VI: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the approval of the text amendment in accordance with the provisions of this Ordinance, as provided by law.

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

DATED at Crystal Lake, Illinois, this 18th day of April, 2023.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 18, 2023
APPROVED: April 18, 2023

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

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#2022-249
UDO Text Amendment – Tourist Homes
Project Review for Planning and Zoning Commission

Meeting Date: March 1, 2023

Request: Amend the Unified Development Ordinance Article 2 and Article 10 to add regulations for Tourist Homes.

Staff Contact: Elizabeth Maxwell, 815-356-3605

Text Amendments:

Text Amendments are changes to the adopted Unified Development Ordinance (UDO). The UDO is periodically updated based on trends, best practices, or a request from a petitioner. The amendment process is as follows:

- Through a request from a petitioner, elected official, appointed official, or discussions from internal staff an amendment to the UDO is requested.
- Staff undertakes some research on the topic and drafts unique language that is the best fit for the City of Crystal Lake.
- Text Amendments require a legal notice in the newspaper. They are then posted on the website in the agenda and the packet materials for the public hearing. This follows all State Statute requirements. Individual letters are not mailed to every homeowner in the City.
- The text amendments are discussed at a public hearing then moved to the City Council meeting for the final discussion and vote.

Zoning Authority:

The City has certain Zoning Authority to protect the health, safety and welfare of the public.

- The ownership status of a property cannot be regulated through zoning. Courts have determined that local zoning powers regulate uses, not forms of ownership.
- Tourist Homes (short-term rentals) are not currently regulated in the Unified Development Ordinance (UDO). The absence of regulations currently in the UDO means they are fully allowed under the current UDO in the same manner as any other dwelling unit.

Background:

- Upon receiving a complaint from a resident, staff started researching the topic. During the research we found eight existing homes listed on Airbnb's website in the City.
    - The existing homes are considered legal nonconforming since they were established prior to the consideration of regulations. Legal nonconforming uses can continue use until such time that the use is abandoned/discontinued for a period of 90 days as outline in the Section 7 of the UDO.

- Staff presented some draft language at the December 21, 2022 meeting, then again at the January 18, 2023 meeting. The language was rejected and staff has proposed new text.
- Staff looked at definitions, distance restrictions, zoning districts, and how the use could be allowed, as well as parking. The City's legal counsel suggested additional language regarding property maintenance and noise ordinance violations.
- Staff researched other communities to see how short-term rentals were regulated:

COMMUNITY	ALLOWED	STANDARDS
Algonquin	No	No regulations
Cary	Yes	Tourist Homes, Multi-family zoning and business districts as a Conditional Use Permit, no specific approval standards
Chicago	Yes	Vacation Rental, Residential and Business Zoning Districts
Galena	Yes	Vacation Rental, Special Use in Neighborhood Commercial, Downtown Commercial and all Residential Zoning Districts except High Density Residential
Geneva	Yes	No regulations
Huntley	Yes	No regulations
Lake Geneva, WI	Yes	By right where all residential dwellings are allowed with license
Lakewood	Yes	Special use permit in any residential zoning
Madison, WI	Yes	Tourist Rooming House, all residential districts w/licensing and reporting requirements
McHenry	Yes	No regulations. All rental properties are required to register as part of the Landlord Registration program.
Naperville	No	Prohibited, per Naperville's ordinance the City viewed short-term rentals as party homes. The ordinance prohibits the business use within their licensing code.
Schaumburg	Yes	Residential rental license, not regulated through zoning so allowed in all districts
St. Charles	No	Contemplated during hearings
Woodstock	Yes	No regulations

- Attached to this report is a clipping of the permitted use table illustrating land uses that are permitted, limited uses or special uses within residential zoning districts. The clipping shows that residential, business and civic uses can locate within the residential districts.

- Home occupations are permitted in all residential zoning districts. Examples of permitted home occupations are:
  - Studios of artists, authors, composers, photographers, etc.
  - Offices
  - Personal services such as barber, massage therapy, cosmetology, beauty salon, etc.
  - Instruction in music, dance, physical fitness, etc.

- Home day care
- Firearm sales

Recommendation:

ARTICLE 2-300

P = Permitted Use L = Limited Use Permit S = Special Use Permit

		F	E	RE	R-1	R-2	R-3A	R-3B	R-O	O	B-1	B-2	B-4	M-L	M	W	Use Criteria
Overnight Lodging	**Tourist Homes**	**L**	**L**	**L**	**L**	**L**	**L**	**L**	**L**				**L**				**2-400C-78**

The land use table establishes what zoning district is the most appropriate for the use. Staff suggests allowing it in all residential districts, as well as the B-4 mixed use zoning district. Tourist Homes would be allowed as a Limited Use. Limited Uses are approved by staff provided they meet the established criteria.

ARTICLE 2-400 C

78. Tourist Homes. Tourist Homes shall comply with the following criteria:

a) General:

i. A Tourist Home may only be operated pursuant to the terms and conditions of a limited use permit in the F, E, RE, R-1, R-2, R-3A, R-3B, R-O, or B-4 zoning districts.

ii. A Tourist Home located in the E, RE, R-1 or R-2 zoning districts must be located at least 250 feet from any other existing Tourist Home, unless the City Council adopts a subarea plan that permits this spacing to be reduced. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the property line of the proposed use to the property line of the existing use.

iii. A Tourist Home must be located in a structure that is permitted in the zoning district in which it is located.

b) Accessory structures cannot be utilized as a Tourist Home.

c) Occupancy: A Tourist Home shall be restricted as follows:

i. During any short-term rental period, at no time may a Tourist Home be occupied by more than six adult guests and all their related children.

ii. A maximum of five bedrooms are permitted in a Tourist Home. All occupants shall have bedroom space which meets the following criteria: 70 square feet of bedroom space shall be provided in each bedroom occupied by not more than one person. If more than one person occupies a bedroom, such bedroom shall contain not less than 50 square feet per person. Kitchens, bathrooms, hallways, and closets are not considered habitable rooms for sleeping purposes.

d) No Tourist Home may be rented for a period of less than 24 hours.

e) Off street parking: The site shall comply with the required number of parking spaces identified in Section 4-200, Off-street parking and loading. Parking areas having fewer than 10 spaces are not required to meet the landscaping requirements.

f) Tourist Homes do not include rooming or boarding houses in which a tenant shall contemporaneously occupy a dwelling unit (or portion thereof) with the owner or long-term tenant of the dwelling unit. Tourist homes also do not include: (a) a dwelling unit that is used for any non-residential purpose, including event center, banquet facility, wedding venue, or another similar uses; or (b) a bed and breakfast establishment as defined by Section 2 of the Illinois Bed and Breakfast Act (50 ILCS 820/2).

g) Life Safety: Tourist Homes must pass a life safety inspection and a certificate of occupancy will be required.

h) The limited use permit for any Tourist Home that is found to have violated provisions of City Code Chapter 364 (Nuisances) three times in any 12 month period will be revoked.

i) The limited use permit for any Tourist Home shall be revoked if:

   i. The operator of the Tourist Home fails to register with the City in accordance with the Section 467-42, or

   ii. The operator of the Tourist Home fails to comply with the requirements of Article VIII of Chapter 467 of the City Code and fails to correct such noncompliance with 30 days after the latest of (A) a notice sent pursuant to Section 467-45, (B) the conclusion of a hearing pursuant to Section 467-45, or (C) the conclusion of an appeal pursuant to 467-46.

j) The owners, renters, and guests of a Tourist Home shall be jointly and severally liable for any fines or penalties incurred as a result of violations of City Code provisions occurring on the premises of such Tourist Home.

k) The limited use permit application must contain contact information for a person who can be reach locally in case of emergencies.

The limited use criteria establishes a buffer of 250 feet between Tourist Homes. This helps preserve the character of a neighborhood by limiting the cluster of Tourist Homes so they can best integrate into a neighborhood. It limits the number of guest rooms to five bedrooms. A life safety inspection will be required so that initial setup will comply with the requirements. There are also consequences if an owner does not maintain the property and creates a nuisance.

ARTICLE 10-200 E

TOURIST HOMES: A residential dwelling unit that is made available for residential purposes (including vacation purposes) on a short-term rental basis for more than 30 consecutive days in any calendar year, even if not actually rented to or occupied by a short-term rental tenant for 30 days in such year. For purposes of this definition, “short-term rental” shall be a period of less than 30 consecutive days.

Exhibit A – Clipping of the Permitted Use Table

TABLE 2-300 PERMITTED USES TABLE									
		F	E	RE	R-1	R-2	R-3A	R-3B	R-O
RESIDENTIAL									
Household Living	Single-Family Detached Dwelling	P	P	P	P	P	P	P	P
	Two-Family Dwelling [Amended 12-11-2017 by Ord. No. 7419]						P	P	P
	Single-Family Attached Dwelling [Amended 10-6-2020 by Ord. No. 7656]							P	P
	Multifamily Dwelling							P	
	Upper Story Dwelling above nonresidential use								
	Manufactured Housing Park							S	
	Home Occupation	L	L	L	L	L	L	L	L
	Home Kitchen and Cottage Food Operation [Added 3-1-2016 by Ord. No. 7200; amended 12-11-2017 by Ord. No. 7419]	L	L	L	L	L	L	L	L
Congregate Living [Amended 12-11-2017 by Ord. No. 7419; 10-6-2020 by Ord. No. 7656]	Nursing Care Facility	S	S					S	S
	Age-Restricted Independent Living	S	S	S	S	S	S	L	S
	Family Care I	L	L	L	L	L	L	L	L
	Family Care II						L	L	
	Recovery Residence						S	S	
Service Uses									
	Nursery School, Pre-school				L	L			
	Elementary and Secondary Schools	S	S	S	S	S	S	S	
Commercial Recreation									
	Golf Courses and Country Clubs	S	S	S	S	S	S	S	
	Golf Driving Range	S	S	S	S	S	S	S	
Overnight Lodging									
Overnight Lodging	Hotels (except Casino Hotels) and Motels								
	Resorts								
	Bed-and-Breakfast Inn [Amended 12-11-2017 by Ord. No. 7419]	L	L	L	L	L	L	L	L
	Hostels						S	S	

CIVIC									
Community Facilities									
Community Facilities	Fire and Rescue Station, Police Station, Public-safety related facility [Amended by Ord. No. 6543]	P	P	S	S	S	S	S	S
	Arts, Performing Arts Center								
	Library and Archives	P	P	P	P	P	P	P	P
	Museums								
	Zoos and Botanical Gardens	S	S						
Day Care									
Day Care	Home Day Care, up to 8 children	L	L	L	L	L	L	L	L
	Commercial Child Day-care center								
Social Assistance									
Social Assistance	Temporary Shelters		S	S	S	S	S	S	S
	Community Food Services								
OPEN									

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, MARCH 1, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

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

Kathryn Cowlin, Director of Community Development and Elizabeth Maxwell, City Planner were present from Staff.

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

APPROVE MINUTES OF THE FEBRUARY 15, 2023 PLANNING AND ZONING COMMISSION MEETING

Mr. Skluzacek moved to approve the minutes from the February 15, 2023 regular Planning and Zoning Commission meeting. Ms. Teetsov seconded the motion. On voice vote, all members voted aye. Motion passed.

2023-07 – 741 WOODLAND DRIVE – VARIATION

Request for a Variation from Article 3 to allow an addition to the rear of the house which encroaches 37 feet into the required 66.55-foot yard abutting a street setback and 3 feet 4 inches into the required side yard setback.

David Blum and Kelly Blum were present to represent the petition. Mr. Blum stated they purchased this older home and want to improve it. If you look at the setbacks it leaves a very narrow section of the lot as buildable. They would need a variation to do anything. They noted the narrowing of the lot, the angle of the house and the average setback requirement are hardships on the lot.

Staff summarized the request.

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

Mr. Skluzacek had no problem with the request and could see the angle of the lot being a hardship.

Ms. Teetsov stated this is a unique lot. She asked what environmental improvements they are proposing to the house. Mr. Blum noted it was the HVAC system.

Mr. Smith said the majority of the existing residence is outside of the buildable area so that was the clear hardship. He appreciates the investment in the property.

Ms. Repholz supported the request.

Mr. Greenman appreciated the investment by the petitioners and noted they met the Findings of Fact.

Ms. Teetsov made a motion to approve 2023-07 a Variation to allow an encroachment 37 feet into the required yard abutting a street setback and 3 feet 4 inches into the required 8-foot side yard setback with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Blum, received 01/24/23)
   B. Site Plan (ALA dated 01/18/23, received 01/24/23)

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

Mr. Smith seconded the motion. On roll call Members Greenman, Repholz, Skluzacek, Smith, and Teetsov voted aye. Motion passed 5-0.

2023-26 – 1069 NORTH SHORE DRIVE – VARIATION

Request for a Variation from Article 3 to allow a covering over the deck, which encroaches 11.76 feet into the required 63.46-foot front yard setback.

Gregg Kobelinski was present to represent the request. Mr. Kobelinski bought the house 18 years ago as it exists now, they have not made any changes to the exterior footprint of the house or deck. Their neighbor has a covering over their deck so they are able to sit outside and enjoy the lake when it is raining. The proposed covering would not extend closer to the lake than the existing footprint of the house. His hardship is the existing layout of the deck and house, the average setback which cuts across the house and the fact that the shoreline cuts inward at their lot making the setback go farther into their lot than adjacent lots.

Staff summarized the request.

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

Mr. Smith said this is a simple request, he asked that he not try to cover the entire deck.

Ms. Repholz said this will not impact anyone, it is straight forward and sensible.

Ms. Teetsov supports this as it is not impacting sight lines.

Mr. Skluzacek had no problem with the request.

Mr. Greenman said the ordinance itself and how it treats covering structures causes the hardships and noted the petitioner meets the Findings of Fact.

Mr. Smith made a motion to approve 2023-26 a Variation to allow a covering over the deck which encroaches 11.76 feet into the required 63.46-foot front yard setback with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Kobelinski, received 02/06/23)
   B. Site Plan (Illini Technical Consultants dated 06/14/04, received 01/24/23)
   C. Deck Plans (Caldarella Group, undated, received 01/10/23)

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

Mr. Skluzacek seconded the motion. On roll call Members Greenman, Repholz, Skluzacek, Smith, and Teetsov voted aye. Motion passed 5-0.

2022-250 – 952 MCHENRY AVENUE – PRELIMINARY PUD, SUP, AND VARIATIONS

Request for a Preliminary Planned Unit Development and Special Use Permit for a Nursing Home with Variation from the requirement to have a landscape island ever 10 parking spaces to allow 11 spaces, and Variation from the required 50-foot setback from resident zoning districts to allow 43 feet along the south property line and 27 feet along the north property line.

Tahir Kahn, the developer, and Abhi Veer, the civil engineer were present to represent the request. Mr. Kahn stated that he develops housing for seniors. This will be a 78-unit assisted living senior care facility. Their study noted a demand for 200 beds in Crystal Lake. Existing facilities are running at about 87% occupancy, which is above the national average. They designed the building with two square courtyards for the residents. Especially with nursing and memory care patients they wanted them to have safe and monitored access to the outdoors. Inside the facility is a salon, fitness center and movie theater. They provide three meals a day. This is a low traffic generator as only 2 or 3 residents drive and there is about 10 to 15 staff on site.

Mr. Veer spoke about the plans. He noted this is a one story building to avoid stairs or elevators for the residents. They also wanted the courtyards larger for more open space for the residents. These increase the footprint of the building, which pushes it into the 50-foot setback between this use and residential zoning. This is a residential use as well and very low impact on the neighborhood.

Staff summarized the request.

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

Ms. Repholz was happy they chose Crystal Lake. She loves to see them creating housing for all citizens. She is okay with the variation adjacent to the church. She appreciated the thought put into the architecture.

Mr. Smith asked what the hardship was. Mr. Veer said they needed to provide meaningful open space for the residents including landscape, walking paths, seating and gazebos so this take up a lot of space. Also they need a minimum of 68 units to make the project viable. Mr. Kahn stated they are using an existing lot. It is very difficult to find the perfect lot for sale in Crystal Lake where their footprint would fit exactly with no large excess of space, so they are asking for some minor variations to be able to redevelop this lot. Mr. Smith agreed the City needs this use.

Ms. Teetsov said there is a need for this use. She feels comfortable with the variations as the large one is adjacent to the church. She asked why there is a blank area of no windows along the front elevation, this looks strange. She would like to see the elevations broken up more.

Mr. Skluzacek stated they always need space for seniors. He is not concerned with the variation by the church. The small setback variation on the south side is okay.

Mr. Greenman said they are providing a needed service. He sees the opportunity to reduce the expansiveness of the building. The parking variation is okay. He asked the petitioners if they could redesign the site to move the building and access road seven feet to the north to eliminate the variation along the south. Mr. Veer believed it was possible. Mr. Smith said that if they could commit to moving the building to the north he could support the request. Mr. Greenman also asked if they could install fencing.

Ms. Teetsov made a motion to approve 2022-250 for a Preliminary PUD and Special Use Permit with Variations to allow 11 parking spaces and from the 50-foot yard setback from residential zoning along the north property line to allow 21 feet for Oasis Senior Housing with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Weber [Trust Officer], received 09/15/22)
   B. Elevations (Seidell Architects, dated 01/31/23, received 01/31/23)
   C. Landscape Plan (G Studio dated 12/12/22, received 01/04/23)
   D. Engineering Plans (BCI, dated 01/31/23, received 01/31/23)

2. An exterior access door for the fire protection equipment room is needed.

3. The trash enclosure must be a brick or stone material to complement the building.

4. The petitioner shall submit a Final PUD that is in concert with the approved preliminary PUD.

5. Final revisions to the plans to meet all engineering requirements are required, which include revisions to the detention basin, as part of the Final PUD submittal.

6. All signage must comply with the UDO standards for multi-family residential signs.

7. The petitioner shall address all of the review comments and requirements of Community Development, Fire Rescue and Public Works and Engineering Departments, as well as the City's Stormwater Consultant.

8. Add fencing between this use and the residential uses.

9. Work with staff for ways to further break up the elevation.

Mr. Smith seconded the motion. On roll call Members Greenman, Repholz, Skluzacek, Smith, and Teetsov voted aye. Motion passed 5-0.

2022-249 – UDO TEXT AMENDMENT – TOURIST HOMES
Request for a text amendment to create regulations for Tourist Homes.

Staff presented the proposed text amendment language highlighting the changes that were suggested by legal counsel including the three strike rule for nuisances and the life safety inspection.

Mr. Greenman opening the public hearing.

Karen Barkley at 225 College Street commented that the City was making changes to the ordinance without much citizen input. These uses should not be in single family residential zoning districts. They do not add to the fabric of the community.

Tim Stegenga at 220 College Street said it is unsettling that they do not know who their neighbors are. In certain areas of the City this use could be okay, but not residential neighborhoods. The City needs affordable rental houses and Tourist Homes could drive up the prices of housing.

Brittany Niequist at 84 N. Walkup manages a Tourist Home. She is supportive of reasonable rules. She has a historic home and works at preserving the character of the area. She has lived in Crystal Lake for 35 years. The short term rental of her house helps with the high cost of upkeep of a historic home. Her guest have been former residents back for visits, weddings, and funerals, families gathering for holidays, and people moving to the area. They have left the property in excellent condition. Guests are reviewed by the host. Airbnb blocks guests that are deemed a party threat. She provides a guidebook for the guest that directs them to local restaurants, retail and recreation in Crystal Lake. These tourists are great for the economy. She has noted on the chat forums guests are worried about harassment from the neighbors since the incident of the neighbor banging on the windows of the 222 College Street rental and threatening the guest. She has received no complaints from her neighbors or from the police. The only change she would make is the number of adult and children guests, as the rental does not distinguish between adults and children, it should be based on square footage and bedrooms.

Don Barkley at 229 College Street stated these are a commercial operation and like a hotel. They are not okay in residential areas. A historic home seems appropriate. He wanted the zoning districts limited where these are allowed. He did not understand the urgency in creating rules for these now.

Bob Atkinson at 364 Grove Street wanted stricter regulations. He thought there were some good rules drafted by other communities. While Crystal Lake was a lake town, now it is a town with a lake. Mr. Atkinson asked how many inspections would be completed.

Brent Hollenberg at 25 N. Williams Street hosts Tourist Homes. He purchased a historic building in downtown and it had an apartment up above. He uses the apartment for his in-laws and then when they are not there he lists it on Airbnb. His renters have been mostly former locals and his longest rental was a mom with four boys under ten going through a divorce. There is a misconception that tourist homes are party houses. He has over 300 stays and the guest have been great and no complaints by police. When he travels he has a large family so they would need to get two hotel rooms which is not practical so an Airbnb is perfect.

Lisa and Ludwing Arias at 222 College Street are the owners of the Tourist Home. They purchased this as their second house. The information that another neighbor stated about them outbidding every other offer up to $350,000 was incorrect, they put in an offer like everyone else and enhanced their offer by waiving the inspection. They came to visit Crystal Lake to visit their best friends and fell in love with the area. They want to live here, and still have a business in Arizona. They have business in Northern Illinois and Milwaukee area so they can stay here at the house when they travel here for business. To help pay for the second house they list it for short term rental. They have strict standards for people staying at their property. This is their house and they want it kept in good condition so they can come here and relax. They employ local housekeeping and grounds keeping services. They sent a letter to the City Council for the review hearing in January. They shared the information about the types of guests they have rented to. They do have a local co-host that can respond to immediate issues.

There being no further comment, Mr. Greenman closed the public hearing portion and turned it over to the Commission for discussion.

Ms. Repholz said it is irrelevant who is renting these as we should not be thinking we would allow them only for good people. We do not have that choice either they are permitted or not. She is in favor of home sharing where someone lives there full time, but not a commercial rental. Home occupations are different since the house is owner occupied. She would like these to be Special Uses not Limited Uses. There should be different rules for different zoning districts. So in the single family districts it can be more restrictive than in multi-family or mixed use. She looked online and found 16 listings in the Crystal Lake area.

Mr. Smith agreed that there should not be business uses in the residential zoning. He is okay if people profit from their homes and is okay with Tourist Homes. He likes stricter rules like Lakewood or Hilton Head South Carolina. He would like them to be Special Uses. He asked staff how they could lose their non-conforming status and have to come into compliance. Staff said if the use is abandoned for 90 days it would need to conform to reestablish the use.

Ms. Teestov did not see a safety issue or increased crime with these uses. She was concerned with equity access issues. She noted there were 12 short term rental listing when she checked. Most of the listings were under 1,200 square feet and these could be used as starter homes for people. The R-O Residential Office and B-4 Mixed Use districts make sense.

Mr. Skluzacek thinks they could work if they were regulated right.

Mr. Greenman liked the comment that our community is changing so if it was a resort community surrounding a lake decades ago, it is now a community with a lake. The City has been able to smartly plan for the growth. Tourist Homes have a place. He would like to start extremely restrictive and then if there are no issues slowly loosen the requirements. He wants fewer strikes like two strikes then lose their approval. He wants a fee for the application. Ms. Cowlin stated the City does not charge a fee for Limited Uses. He does not want it in the R-1 or R-2 zoning districts.

Ms. Repholz wanted to be sure the Commission was not creating rules based on the end users of the Tourist Homes that could violate the Fair Housing Act.

Mr. Smith was concerned with the number of occupants of a Tourist Home. They can remove the total number of guest restriction and just go with the square footage requirements and a maximum total number of guests. He is okay with only allowing two strikes. He wants a minimum of three night stay. He wants it to be used and owned as the host's primary residence.

Ms. Repholz was okay with those restrictions and making it an SUP. She also wanted a larger buffer to 500 feet between homes.

Mr. Smith made a motion to approve the UDO Text Amendments for Tourist Homes with changes to the language as follows; that the use be a Special Use in the E, RE, R-1 and R-2 zoning districts, that there be a 500-foot buffer in the single family residential districts, the home is the primary residence of the host, removing the total number of guest requirements, the rental requires a three night minimum instead of 24 hours, and they are only allowed two strikes before the permit is revoked. More specifically outlined below:

		F	E	RE	R-1	R-2	R-3A	R-3B	R-O	O	B-1	B-2	B-4	M-L	M	W	Use Criteria
Overnight Lodging	**Tourist Homes**	**L**	**~~L~~ S**	**~~L~~ S**	**~~L~~ S**	**~~L~~ S**	**L**	**L**	**L**				**L**				**2-400C-78**

ARTICLE 2-400 C

78. Tourist Homes. Tourist Homes shall comply with the following criteria:

a) General:

i. A Tourist Home may only be operated pursuant to the terms and conditions of a limited use permit in the F, E, RE, R-1, R-2, R-3A, R-3B, R-O, or B-4 zoning districts.

ii. A Tourist ~~Home~~ located in the E, RE, R-1 or R-2 zoning districts must be located at least ~~250~~ **500** feet from any other existing Tourist Home, unless the City Council adopts a subarea plan that permits this spacing to be reduced. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the property line of the proposed use to the property line of the existing use.

iii. A Tourist Home must be located in a structure that is permitted in the zoning district in which it is located.

b) Accessory structures cannot be utilized as a Tourist Home.

c) Occupancy: A Tourist Home shall be restricted as follows:

~~i. During any short-term rental period, at no time may a Tourist Home be occupied by more than six adult guests and all their related children.~~

ii. A maximum of five bedrooms are permitted in a Tourist Home. All occupants shall have bedroom space which meets the following criteria: 70 square feet of bedroom space shall be provided in each bedroom occupied by not more than one person. If more than one person occupies a bedroom, such bedroom shall contain not less than 50 square feet per person. Kitchens, bathrooms, hallways, and closets are not considered habitable rooms for sleeping purposes.

d) No Tourist Home may be rented for a period of less than ~~24 hours~~ 3 nights.

e) Off street parking: The site shall comply with the required number of parking spaces identified in Section 4-200, Off-street parking and loading. Parking areas having fewer than 10 spaces are not required to meet the landscaping requirements.

f) Tourist Homes do not include rooming or boarding houses in which a tenant shall contemporaneously occupy a dwelling unit (or portion thereof) with the owner or long-term tenant of the dwelling unit. Tourist homes also do not include: (a) a dwelling unit that is used for any non-residential purpose, including event center, banquet facility, wedding venue, or another similar uses; or (b) a bed and breakfast establishment as defined by Section 2 of the Illinois Bed and Breakfast Act (50 ILCS 820/2).

g) Life Safety: Tourist Homes must pass a life safety inspection and a certificate of occupancy will be required.

h) The limited use permit for any Tourist Home that is found to have violated provisions of City Code Chapter 364 (Nuisances) ~~three~~ **two** times in any 12 month period will be revoked.

i) The limited use permit for any Tourist Home shall be revoked if:

i. The operator of the Tourist Home fails to register with the City in accordance with the Section 467-42, or

ii. The operator of the Tourist Home fails to comply with the requirements of Article VIII of Chapter 467 of the City Code and fails to correct such noncompliance with 30 days after the latest of (A) a notice sent pursuant to Section 467-45, (B) the conclusion of a hearing pursuant to Section 467-45, or (C) the conclusion of an appeal pursuant to 467-46.

j) The owners, renters, and guests of a Tourist Home shall be jointly and severally liable for any fines or penalties incurred as a result of violations of City Code provisions occurring on the premises of such Tourist Home.

k) The limited use permit application must contain contact information for a person who can be reach locally in case of emergencies.

l) **The home can only be utilized as a Tourist Home if it is the primary residence of the property owner.**

Ms. Teetsov seconded the motion. On roll call Members Greenman, Repholz, Skluzacek, Smith, and Teetsov voted aye. Motion passed 5-0.

REPORT FROM PLANNING

Staff noted the recently approved petitions and the upcoming items on the next PZC meeting, March 15th.

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Mr. Smith made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 9:41 p.m.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JANUARY 18, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

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

Elizabeth Maxwell, City Planner and Katie Rivard, Assistant City Planner were present from Staff.

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

APPROVE MINUTES OF THE DECEMBER 21, 2022 PLANNING AND ZONING COMMISSION MEETING

Mr. Smith requested a change to the minutes to list that he voted on the previous minutes approval. Mr. Skluzacek moved to approve the minutes as corrected from the December 21, 2022 regular Planning and Zoning Commission meeting. Mr. Atkinson seconded the motion. On roll call, members Atkinson, Greenman, Repholz, Skluzacek, Smith and Teetsov voted aye. Motion passed.

2022-140 – 4504 NORTHWEST HIGHWAY – FINAL PUD AMENDMENT AND VARIATIONS

Request for a Final Planned Unit Development Amendment to allow a new storage building with variations from the maximum 70% impervious surface coverage to allow 75.6% and from the maximum 150 square feet of signage to allow 521.76 square feet.

Mr. Brian Heimsoth, representing B & C Enterprises and Ms. Megan Michaels, with Condon Consulting, were present to represent the petition. Mr. Heimsoth stated that during their previous presentation, it was suggested that they work with staff to reduce the signage. They worked with their art department to tie both buildings together. They reduced the total site signage by 333 square feet between the existing building and the proposed building.

Mr. Heimsoth said that the property was purchased in 1997 and very little has been done to date. They want to modernize the site. Ms. Michaels explained the request for impervious surface variation. The PUD allows flexibility and they have placed this new building where it fits well with the existing and proposed activities on the site.

Mr. Greenman opened the public hearing. There being no one who wished to speak, he closed the public hearing and turned it over to the commission.

Mr. Skluzacek said last time he was just concerned with the amount of signage and since they reduced it he can support the request.

Mr. Atkinson was glad they were able to work with staff to reduce the signage.

Mr. Smith noted their hardship and what they are showing is appropriate. At the last presentation he asked about downstream properties and was glad to hear that there are no storm water issues downstream.

Ms. Repholz supported the adjustment of the signage between the buildings. The new building is very attractive so she is happy with their proposal.

Ms. Teetsov said the renderings were helpful. She would like to see additional landscape planted around the base of the building. The signage is still too big.

Mr. Greenman was glad they worked with staff and the PUD does provide some flexibility from the standards for the Commission to consider. He is unable to support the request due to the amount of signage.

Mr. Smith made a motion to approve 2022-140 the Final Planned Unit Development Amendment with variation to the impervious surface coverage and the signage for U Haul at 4504 Northwest Highway with the following staff conditions:

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Heimsoth, received 06/20/22).
   B. Elevations (a&m, dated 01/06/23, received 01/09/23)
   C. Sign Plans (a&m, dated 11/23/22, received 01/09/23)
   D. Landscape Plan (HKM, dated 11/28/22, received 11/28/22)
   E. Engineering Plans (Condon, dated 10/14/22, received 10/24/22)
   F. Impervious Surface Exhibit (Condon, dated 10/14/22, received 10/24/22)
   G. Engineering Report, dated 10/14/22, received 10/24/22)

2. The colored “Lyrical Articulated Design Elements” attached to the ATAS Sandstone portion of the façade cannot be illuminated.

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

Mr. Atkinson seconded the motion. On roll call Members Atkinson, Repholz, Skluzacek and Smith voted aye. Members Teetsov and Greenman voted no. Motion passed 4-2.

2022-247 – 4262 ROUTE 176 – CONCEPTUAL PLANNED UNIT DEVELOPMENT

Conceptual Planned Unit Development review of a 47-unit townhome development.

Ms. Jessica Cobb, Land Acquisition Manager for Lennar Homes, Scott Guerard, Vice President of Land Acquisitions, and Richard Murphy, Entitlements Manager, were present to represent the petition.

Ms. Cobb provided a brief overview of Lennar Homes. She spoke to the background on Woodlore Estate, including the number and price points. She talked about the site features, architecture and floor plans. There are three different unit plans.

Mr. Guerard provided additional information on the site plan and elevations. He spoke to Lennar purchasing the subject property to construct the access road from Woodlore Estates to Route 176. They would like to create a pretty entryway into Woodlore Estates. Lennar's engineer has spent a significant amount of time looking into the site. He noted that commercial land is difficult right now.

Staff summarized the Conceptual PUD noting the land use, zoning, and required variation for front yard setback.

Mr. Atkinson asked if the development would tie into Woodlore Estates. Mr. Guerard responded yes. Mr. Atkinson asked about detention. Mr. Murphy stated the detention is overbuilt for the site. The site has a lot of topography, natural features, and technical difficulties. Mr. Murphy spoke to IDOT as well. Mr. Atkinson likes the green space. He thinks less commercial the better. He suggested adding dog walking areas and gathering spaces.

Mr. Smith asked about the City's boundaries. He stated the land use is appropriate. It is not too dense. There was discussion on the siding. Ms. Cobb explained it is currently shown as vinyl. Mr. Guerard stated he would like to use premium vinyl siding as they did with Woodlore Estates. Mr. Smith would like to see Hardi-Board on all sides and a bike path along the frontage of the subject property.

Mr. Skluzacek noted his concerns with the 60-foot setback from Route 176. Ms. Cobb stated they would have to push the buildings into the wooded areas in order to meet the 80-foot setback requirement. Mr. Skluzacek would like to see the buildings set back an additional 10-15 feet. Mr. Guerard said they would look into it.

Ms. Repholz asked about the sell-through rate for Woodlore Estates. She asked how many homes and units are remaining. Mr. Guerard stated the townhomes are sold out, and there are approximately 30-40 single-story homes remaining. Ms. Repholz confirmed the townhomes had an average sale price of $274,000. Ms. Cobb responded yes. Ms. Repholz asked what these townhomes will have that the Woodlore Estates townhomes did not. Ms. Cobb spoke to the interior features, such as, 42-inch cabinets, quartz countertops, and vinyl plank floors. Ms. Repholz asked about a first floor owner's suite. Ms. Cobb responded there are none. Mr. Murphy stated that most buyers are more interested in private space like patios. Ms. Repholz stated she would like to see more diversity in housing. Mr. Guerard stated more age-restricted buyers are choosing single-story ranches. Ms. Repholz appreciated the preservation of the green space.

Ms. Teetsov stated she enjoys Woodlore Estates' variety of housing styles. She stated it would be beneficial to differentiate units. She stated more variation was needed at the rear. There are opportunities to make the outdoor space more enticing. She agrees with Hardi-Board instead of vinyl.

Mr. Greenman stated he is also speaking on behalf of another PZC member who could not be in attendance tonight. He noted he has no issues with the rezoning. He would love to see the development, but it needs to be reflective of Woodlore Estates. He stated there needs to be more stone or brick and no vinyl. He is

not looking for variations to the Design Standards. He stated that Buildings 1 and 2 are too close to Route 176 and are a safety concern. There would need to be a significant berm. He suggested moving Building 2 next to Building 9. Mr. Guerard noted there are significant challenges to the site, such as the topography. He spoke to the financials and that they cannot lose buildings and make it work. Mr. Greenman noted he is not looking for them to take out vegetation.

Mr. Smith stated he would like to see a topography plan.

Mr. Greenman asked if there would be fences between units. Mr. Guerard is not opposed to fences. Mr. Murphy mentioned putting 2-3 arborvitaes between units.

2022-86 – 388 STATION DRIVE – CONCEPTUAL PLANNED UNIT DEVELOPMENT
Conceptual Planned Unit Development for 27 senior independent living apartment units

John Green with Groundworks and Aaron Riley with Turnstone Development, were present to represent the petition. Mr. Green stated they will submit this project to IHDA for funding approval. It was not approved last year, and this application is due in February. The demand for affordable senior housing is there.

He went through the phase two site layout, architecture, and parking. One overall development was always the plan. The development will use existing infrastructure. There will be a lobby on the first floor. The second and third floors will have a community room and other rooms for residents to gather. They have expanded the amenities. The exterior will use the same materials, with a slight tweak to the colors so this project has its own look. There will be the same level of detail with an added canopy facing Exchange Drive. The bedrooms are 15% larger than the minimum required unit space. There will be three different style of units. The first phase opened in May 2020 and the units were all leased by September 2020. They will integrate pathways between the two developments so that residents of phase two will be able to walk across and use the dining facilities in phase one.

Mr. Riley stated they listened to the previous comments and made changes to the site layout and moved the open space to a more central location.

Ms. Maxwell said this is a positive for the City.

Ms. Teetsov thanked the petitioners for listening to their feedback and for thinking of the common areas and how to design them. She also thanked them for thinking how people can meet other people. She asked if there was seating outside. Mr. Green responded yes, there is seating, grills, etc. Ms. Teetsov said she was excited for affordable accessible housing.

Ms. Repholz thanked the petitioners for their efforts. She commended their spirit. The second story adds texture. Mr. Green stated that Turnstone pushes for that. They are great clients.

Mr. Smith stated the development looks great. He noted the connection between the buildings and the need for flashing lights. Mr. Green agrees, there is a crosswalk there.

Mr. Atkinson was happy for this project. It is a good location.

Mr. Riley thanked the board for their help.

Mr. Skluzacek was glad to see them back. He asked about the elevator. Mr. Green stated the elevator is oversized and located near common areas.

Mr. Greenman thanked the petitioners for coming back. The plans are creating paths and sidewalks in a manner the residents will utilize them.

Ms. Teetsov asked if there was a transportation option. Mr. Green responded no, the buildings are really close to each other.

Ms. Riley said he appreciated the board and their feedback.

2022-249 – UDO TEXT AMENDMENT – TOURIST HOMES

Text Amendment to the Unified Development Ordinance to allow Tourist homes (short term rentals) as a Limited Use in various zoning districts subject to criteria.

Staff presented the proposed text amendment language. They made changes to the language based on some feedback from the last meeting. The spacing between short term rentals was reduced from the original proposed 500 feet to 250 feet, which is about 4 lots away. The number of guests was also changed to six adults and all related kids. Staff stated that the City received a complaint about a house on College Street being used as a short term rental. The text amendments were to put something official in the UDO, as they are currently unregulated and considered single-family uses.

Mr. Greenman opened the public hearing.

Don and Karen Barkley at 225 College Street stated they lived there since 2008. Mr. Barkley said he would like some checks and balances with these uses. He lives on a corner lot and he wanted a fence higher than what was allowed, so he needed to jump through hoops to get the variation approved and these owners can just rent out their house. He stated he has concerns with conflicts of interest by commission members and why staff changed the buffer requirement from 500 feet to 250 feet because that only benefits the people operating these uses. Ms. Barkley said she is concerned with who is in the house.

Tim and Gail Stegenga at 220 College Street said they called McHenry County and found that short term rentals require a Conditional Use Permit and it takes three to four months to approve. He said they have conditions and if the neighbors are not okay with it then they deny the use. The short term rental on College is not occupied so they should pay hotel taxes. People are coming and going all the time. They have witnessed people taking the trash out and it has liquor bottles in it. They would like the use prohibited.

Lee Montgomery at 240 College Street said that several people bid on the house, but they were outbid by this company. This is a neighborhood and it should not have a business in it.

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

Mr. Atkinson would not want this use next to him. He stated transient people could increase crime and does not like that it is not occupied by a full time owner. He could support some language if it was occupied 100% by an owner.

Mr. Skluzacek said he would not want a short tern rental next door unless the owner was present in case there were issues.

Mr. Greenman clarified that right now there are no standards so this is an attempt to put something on the books.

Mr. Smith said he lives in town. He would want a definition of a short term rental added to the code. He appreciates the neighbors attending the meeting, but it is no one's business to know who is coming and going from another person's residence. He wants to be sure to protect private property owner rights, the surrounding neighbors and the City as a whole. He stated he found an ordinance from Hilton Head South Caroline that he sent to staff right before this meeting. He said it is long, but there are a lot of good items in the text. He noted with the size of his family to get everyone together he would not be able to rent in Crystal Lake with the proposed six adult restriction. They would not be able to stay in the same house. He does not like the 250 foot separation restriction as that is unfair that some owners would be able to establish a short term rentals and others would not if their neighbor did it first.

Ms. Repholz said this clearly sounds like a business and does not belong in residential areas.

Ms. Teetsov said she also believes this sounds like a business. She noted that private property owner's rights do not supersede the community's rights. There can be crime everywhere so a short term rental cannot be blamed for increased crime. She thought that hotels would be a better option for larger groups.

Mr. Greenman agreed with the other members. If they do pursue some language, he would want something incredibly restrictive. This is not the right time for the ordinance. He does appreciate the neighbors attending and said he wishes more people would stay informed about issues and attend the meetings.

The commission summarized their voting options. Ms. Teetsov said she could support a prohibition like other surrounding communities.

Ms. Teetsov made a motion to deny 2022-249 the UDO Text Amendment for Short Term Rentals and suggested they prohibit the uses. Mr. Atkinson seconded the motion. On roll call Members Atkinson, Repholz, Skluzacek, Teetsov, and Greenman voted aye. Mr. Smith voted no. Motion to deny passed 5-1.

REPORT FROM PLANNING

Staff noted the items that were recently approved by the City Council and the upcoming items on the next PZC meeting.

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Mr. Atkinson made a motion to adjourn the meeting. Ms. Teetsov seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 9:30 p.m.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, DECEMBER 21, 2022
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

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

Elizabeth Maxwell, City Planner was present from Staff.

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

APPROVE MINUTES OF THE DECEMBER 7, 2022 PLANNING AND ZONING COMMISSION MEETING

Mr. Skluzacek moved to approve the minutes from the December 7, 2022 regular Planning and Zoning Commission meeting. Mr. Smith seconded the motion. On roll call, members Atkinson, Greenman Skluzacek, Smith, and Teetsov voted aye. Motion passed.

2022-199 – 4504 NORTHWEST HIGHWAY – FINAL PUD AMENDMENT AND VARIATIONS

Request for a Special Use Permit with Variations from the criteria, from the required 115.5-foot setback from the west and south property lines and the color/design requirement of a grey or sky color to allow a new monopine wireless communication tower.

Commission Member Scott Smith recused himself for a conflict of interest.

Mr. Zeke Katz, attorney, Mr. Art Koch, owner, and Mr. Mike Howley, site acquisition specialist, were present to represent the petition. Mr. Katz presented the history of their request. They previously submitted for a tower more in the center of the lot, at the City Council meeting, the Council requested the tower be moved west farther away from the future residential and to increase the number of branches on the tree post to cover more of the tower structure. The petitioners have made both of those changes and are back before the Planning and Zoning Commission to share the new request. Mr. Katz presented the look of the tower on the site and how the additional branches will better blend with the existing tree line. He also addressed the hardship criteria for the variations. There are a limited number of lots zoned Manufacturing in the area that is lacking coverage. Out of the five lots available, four would require setback variations. One lot could accommodate a pole, but it would be in the middle of the open lot not screened by trees and so very visible and it would look out of place. The selected lot works best because of the existing trees so the tower will blend in. The hardship for the existing lot is its narrowness that

requires the setback variations. They have spoken with the property owner to the west and he is supportive of the tower.

Mr. Howley presented information about the current 5G technology and referenced a flashlight shining down on a table. The light only shines in a narrow beam from the end of the flashlight, which is similar to the new wireless technology. Mr. Howley referenced the letter by Ms. Rosemarie Bernardo, the Senior Radio Frequency Engineer, stating to meet the coverage needs at Three Oaks Recreation Area and the commercial shopping center to the north the tower needs to be between Main Street and the recreation area and south of Route 14. The City requires properties to be zoned Manufacturing which also limits the available properties. This site meets their criteria to fix two major coverage issues. The properties along here are already developed so they cannot just add property to this lot to increase the width and depth. They are stuck with an existing lot and its narrowness.

Mr. Greenman opened the public hearing.

Mr. Patrick Turner and Mr. Chiyu Zhang approached the podium. Mr. Turner stated that he represents SBA. They were happy that at the last Planning and Zoning Commission meeting this request was recommended for denial and they hope this will be the same outcome. They think creating a monopine tower is like putting lipstick on a pig and it is still just a cell tower. Mr. Turner stated that the petitioner has failed to meet the Special Use Permit standards nor the hardship criteria. He says that the SBA tower about a half mile away could be modified to accommodate the T-Mobile equipment. They talked with their radio engineer saying that the coverage could be accommodate on the SBA tower.

Mr. Zhang noted he is a structural engineer for SBA and states that the tower could be modified to accommodate a larger canister to house the 5G equipment or to also be a monopine tower.

Mr. Turner went through the standards to show how they are not being met.

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

Mr. Katz responded to the SBA concerns. He noted that this is an inappropriate forum for SBA to try to limit fair competition. They have dealt with these tactics elsewhere where SBA comes in and creates a false narrative to get other towers denied. Mr. Katz noted that new towers are expensive and if T-Mobile and their experts thought they could go on an existing tower they would. To have SBA playing the role of a T-Mobile radio engineer is wrong. Vertical Bridge and T-Mobile have their own experts that have evaluated the tower and the required siting location. The SBA tower is higher and was also granted setback variations for the property they are located on. They did not contact SBA to discuss tower options because T-Mobile locating on the SBA tower was not an option, it would not solve their coverage issues.

Mr. Koch noted that the representative from the future Water's Edge development is not present since they no longer have a concern. Also, the property owner to the west is supportive and has no concerns with the location of the tower close to his property line. He also stated that the new technology to support the increased bandwidth means the tower signal cannot go as far. He asked when the wireless tower regulations were drafted. Staff said the UDO was created in 2009, but these regulations may have been updated through the years. Mr. Koch thought that the regulations were likely outdated due to the new technology requirements for tower locations, plus the safety designs.

Mr. Atkinson said he remembers that the owner stated the financial hardship and asked if that was still valid. Mr. Koch agreed that the tower would bring another source of revenue and help him to keep his business running. Mr. Atkinson said he drove by a few other towers that were designed like trees and he did not like the look of them and would prefer the standard grey pole. He is confused and not sure what to believe about coverage. There are experts on both sides saying different things. He also stated the top of the tower will snap off and fly into someone's living room.

Ms. Teetsov asked if this was the minimum height for adequate coverage. Mr. Katz confirmed that yes this was the minimum height for the equipment and also to allow for co-location of other users. She would want a study as it looked at the impact to property values.

Mr. Skluzacek asked if the cost to put equipment on the SBA tower would be the same as building the new tower. Mr. Katz said no the new tower is much more expensive and T-Mobile is willing to pay these cots to be able to provide adequate service to its customers.

Mr. Howley said the first thing he does as a site acquisition specialist is to look at other towers in the area, since that is a fast process where they just need a building permit. They reviewed the existing towers and none of them would allow them to fix the coverage issues. He has worked with Kent Meier and he is a sales person for SBA. SBA does not have any of T-Mobile's proprietary data so they would not be able to determine if their tower can provide coverage needs. That is why they have presented the analysis from Rosemarie Bernardo in the packet. They know that this new tower could cause SBA to lose future revenue which is why they are fighting against it so hard. Mr. Atkinson said he is not sure what expert to believe. Mr. Greenman said that the viability of the tower or whose expert is the best is not why they are here, they need to review the SUP and hardship criteria.

Mr. Katz addressed the comment about how towers disguised as trees look. He said that older towers were not designed as well. This tower will use current technology and the design of the branches has gotten better.

Mr. Greenman said he supports the monopine over the standard grey pole. He thinks this is just a business hardship, one that will support Vertical Bridge and the property owner financially and there is no true hardship regarding the lot.

Mr. Atkinson made a motion to deny 2022-199 the Special Use Permit and Variations for the cell tower at 269 Liberty Drive. Ms. Teetsov seconded the motion. On roll call Members Atkinson, Teetsov, and Greenman voted aye. Mr. Skluzacek voted no. Motion to deny passed 3-1.

2022-249 – UDO TEXT AMENDMENT – TOURIST HOMES

Text Amendment to the Unified Development Ordinance to allow Tourist homes (short term rentals) as a Limited Use in various zoning districts subject to criteria.

Staff presented the proposed text that would allow them as a Limited Use in the Farming, Estate, Residential Estate, Single Family zoning districts R-1 and R-2, multi-family zoning districts R-3A and R-

3B, and the Mixed Use Commercial districts. The Limited Use criteria would limit their proximity to 500 feet between each one in single family districts, and limit the number staying to a maximum of 6 people.

Mr. Smith said it would be good to create a Committee of the Whole to discussion items like this where they could help draft the text. He was not sure he was supportive of restricting private property rights. He did not like the distance restriction, so the first person in could prohibit others from also applying. Crystal Lake is a destination so we should be encouraging these uses. He said it is not anyone's right to know their neighbors or who is coming to their neighbor's house. He also is not sure about the limit in guests since a family with two adults and six kids could not stay here. He is not sure this is the right path as there are other existing ordinances in place like noise that could be used to regulate these.

Mr. Skluzacek asked if they could rent a bedroom would they be restricted from accessing the rest of the house. Staff stated that anyone who wants to rent a room or a portion of their home either through a regular rental agreement or through Airbnb for a short term rental would need to keep the property acting as a single-family residence. This means that the interior of the space could not be divided and all occupants would have access to the entire house including living and dining areas.

Ms. Teetsov asked what other communities do. Staff said that there are some that restrict them and some have requirements.

Mr. Atkinson said that there is one on College Street and they were having large parties and the Police were called so these can be a problem. He likes having some regulations in place.

Mr. Greenman opened the public hearing.

Mr. Timothy Stegenga of 220 College Street said this is a commercial business. The owner is an out of state company and they just rent the property. These are inappropriate uses in residential zoning districts.

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

Mr. Greenman asked what spurred this amendment. Staff said this is in response to the complaint received. He would like to see a balance between property rights and the City as a destination.

Mr. Smith can understand that if no one lives there it can be considered a business. There should be a primary resident.

Ms. Teetsov asked about other communities like how Lake Geneva handles this.

Mr. Atkinson said this is a larger issue.

Mr. Greenman asked about a larger marketing and tourism plan for the City. Maybe the Economic Development Committee has some suggestions.

Ms. Teetsov would like a survey of what the residents would want.

Mr. Smith made a motion to continue the item to the January 18, 2023 meeting. Mr. Atkinson seconded the motion. On voice vote all members voted aye.

REPORT FROM PLANNING

Staff noted the items that were recently approved by the City Council and the upcoming items on the next PZC meeting.

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Mr. Atkinson made a motion to adjourn the meeting. Ms. Teetsov seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 8:50 p.m.

RECEIVED

SEP 0 2 2022

City Manager
City of Crystal Lake

Mr. Eric Helm
Deputy City Manager
City of Crystal Lake
Crystal Lake IL 60014

September 2, 2022

Per your suggestion we have outlined some but not all of our concerns surrounding the recent purchase and subsequent operation of a commercial business in our neighborhood. Most of the residents of this neighborhood have been here for 20 – 30 – 40 + years. This is a very close-knit neighborhood. Everyone knows each neighbor and we look out for one another.

Having a facility that offers nightly lodging means that none of us individually or collectively can know who is coming or going. We searched the Unified Development Ordinance Section 2-200 Article 2 Section 2-100, for any designation addressing an Airbnb but none seems to be noted. We can only surmise this property operates under the same designation as a B&B or Lodging facility (the latter being a commercial designation). In that regard: "The owner and/or operator of the B&B must reside in the B&B dwelling". In this case the owner may be in Phoenix, AZ or Milwaukee WI. We really don't know. On the flip side, if it is considered a "Hotel" (even short term), then the R2 designation clearly does not allow this use and should be subject to restrictions set forth in this ordinance to preserve the residential nature or these districts.

Being that there are no permits required or licensing issued it seems like there is no oversight for such commercial entities.

In times like these Community is one of the most important safeguards we have. Allowing this Commercial property to function within a Totally Residential (R2) neighborhood has created many questions from concerned citizens from this neighborhood.

Concerns are:

Every night there could be a different person there. There is no way the company offering overnight lodging can know who is there. What background checks and security measures are taken to avoid potentially dangerous customers? At least at a hotel you have to show some ID when you check in. This is all done through the internet. The safety and security this neighborhood have known is now unknown. With the increase in drug traffic and crime this adds one more unknown.

There are several people who travel for business in this neighborhood. Their spouses are very uncomfortable with not knowing who lives next door, let alone who these people are.

Property values would be negatively affected if there were an incident at this commercial property.

College Street is a main artery to Husmann Elementary Grade School. Every day during the school year there are many young children (kindergarten to 5th grade) that walk to school down this street. They are not always accompanied by an adult. Not knowing who could be seeking lodging at this property could present another issue. In Crystal Lake persons convicted of a sex crime have to be registered with the city. In this case no one would ever know who is there.

With the influx of drug traffic and the Fentanyl crisis, and being so close to Central High School, this could be a perfect opportunity for increased drug traffic. We have experienced this before in our neighborhood. We dealt with it and the Crystal Lake Police Department investigated it, dealt with it and it was eliminated.

An acceptable resolution to the situation would be to require the standards defined in our ordinance be adhered to, to either rent the property for not less than 3 months or more, live at the property, or sell it to someone who is going to live there.

This is presented on behalf of the following residents of this neighborhood.

Tim & Gail Stegenga
220 College Street Cell: [redacted]

Vern & Bonnie Schultz
224 College Street _____

Jamie Fireng
210 College Street _____

Don & Karen Barkley
225 College Street _____

Jim & Karen Doyle
175 Rosedale Ave _____

Lee & Lisa Montgomery
240 College Street _____

Tony & Ann May
232 College Street _____

Ken & Kristen Moore
246 College Street _____

Ralph Statter
200 College Street _____

Ivan and Leann Ewert
233 College Street _____

Ally White
164 Lill Ave. _____

Jim Jouron, Vice-Chair
Planning & Zoning Commission
City of Crystal Lake
Crystal Lake IL 60014

January 11, 2023

To whom it may concern:

This is the letter that was sent to Eric Helms in August of 2022. It outlines the concerns of some of the neighbors located on College Street and surrounding Streets. I attended the meeting in December and did not know that you had not received this letter. So I'm sending it to each of the Commissioners for there review. The letter is copied below.

Mr. Eric Helm
Deputy City Manager
City of Crystal Lake
Crystal Lake IL 60014

August 26, 2022

Per your suggestion we have outlined some but not all of our concerns surrounding the recent purchase and subsequent operation of a commercial business in our neighborhood. Most of the residents of this neighborhood have been here for 20 – 30 – 40 + years. This is a very close-knit neighborhood. Everyone knows each neighbor and we look out for one another.

Having a facility that offers nightly lodging means that none of us individually or collectively can know who is coming or going. We searched the Unified Development Ordinance Section 2-200 Article 2 Section 2-100, for any designation addressing an Airbnb but none seems to be noted. We can only surmise this property operates under the same designation as a B&B or Lodging facility (the latter being a commercial designation). In that regard: "The owner and/or operator of the B&B must reside in the B&B dwelling". In this case the owner may be in Phoenix, AZ or Milwaukee WI. We really don't know. On the flip side, if it is considered a "Hotel" (even short term), then the R2 designation clearly does not allow this use and should be subject to restrictions set forth in this ordinance to preserve the residential nature or these districts.

Being that there are no permits required or licensing issued it seems like there is no over site for such commercial entities.

In times like these Community is one of the most important safe guards we have. Allowing this Commercial property to function within a Totally Residential (R2) neighborhood has created many questions from concerned citizens from this neighborhood.

Concerns are:

Every night there could be a different person there. There is no way the company offering overnight lodging can know who is there. What back ground checks and security measures are taken to avoid potentially dangerous customers? At least at a hotel you have to show some ID when you check in. This is all done through the internet. The safety and security this neighborhood has know is now unknown. ***With the increase in drug traffic and crime this adds one more unknown.***

There are several people who travel for business in this neighborhood. Their spouses are very uncomfortable with not knowing who lives next door, let alone who these people are.

Property values would be negatively effected if there were an incident at this commercial property.

College Street is a main artery to Husmann Elementary Grade School. Everyday during the school year there are many young children (kindergarten to 5th grade) that walk to school down this street. They are not always accompanied by an adult. Not knowing who could be seeking lodging at this property could present another issue. In Crystal Lake persons convicted of a sex crime have to be registered with the city. In this case no one would ever know who is there.

With the influx of drug traffic and the Fentanyl crisis, and being so close to Central High School, this could be a perfect opportunity for increased drug traffic. We have experienced this before in our neighborhood. We dealt with it and the Crystal Lake Police Department investigated it, dealt with it and it was eliminated.

An acceptable resolution to the situation would be to require the standards defined in our ordinance be adhered to, to either rent the property for not less than 3 months or more, live at the property, or sell it to someone who is going to live there.

This is presented on behalf of the following residents of this neighborhood.

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164 Lill Ave. _____

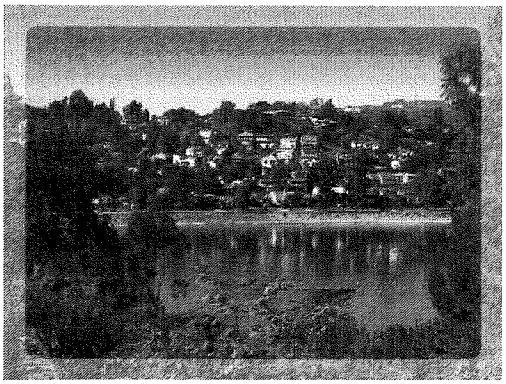
Nancy Zegarski
199 College Street _____

THE PROBLEM WITH COMMERCIALIZED SHORT TERM RENTALS

Though some hosts occupy their rentals and truly participate in the spirit of "home sharing," a disproportionate number of rentals belong to commercial users who do not occupy their multiple property listings. Lack of enforcement allows these commercial ventures to wear down the economic and social fabric of residential neighborhoods in a variety of ways. Here are the realities that the optimistic propaganda of the "sharing economy" leaves out:

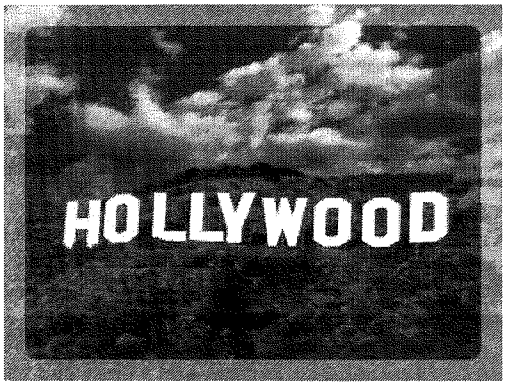


1) **Commercialized short-term rentals artificially inflate rental costs.** Commercial short-term rental operators have figured out how to profit from evading city laws and converting long-term living spaces (including those under rent control) into short-term rentals. That means fewer homes on the market for long-term renters, and landlords that can expect a higher rent from tenants planning to operate a short-term rental. More on that here.



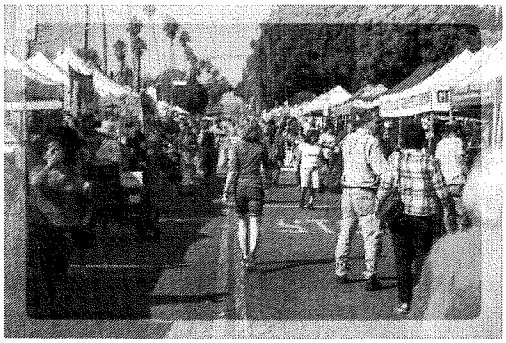
2) **Commercialized short-term rentals make it impossible for most families to live in their current neighborhoods**. As long-term residents get priced out of your neighborhood, who remains? Only those who already own a home (and don't rent it out short term). Goodbye new families. Goodbye young couples struggling to pay the rent. Goodbye students, artists, and anyone who can't afford to compete with vacationers' budgets. **Goodbye neighborhood diversity, goodbye**

affordable/workforce/rent-control housing.



3) **Illegal short-term rentals attract disruptive visitors.** The influx of out-of-town visitors upsets the peaceful enjoyment of long-standing residential neighborhoods. Short-term renters have no stake in the community, and therefore no reason to care how the neighborhood around them suffers from their vacation activities. Zoning code laws keep hotels out of residential neighborhoods, and exist to accommodate the inevitable disruptions of tourism. Illegal short-term rentals ignore zoning restrictions and make virtually any residence into a hotel/party house. One creative traveler made his Airbnb rental the site of an orgy.

Are you wondering just how many illegal short-term rentals (Airbnb, VRBO, Globe Properties, Flipkey, HomeAway, OneFineStay, etc.) are in your neighborhood? If you live in Venice Beach, CA, an area of 3.17 square miles, you share your residential neighborhood with approximately 1,000 to 1,500 listings, all of which are illegal in residential neighborhoods. Many of these are **NOT** shared homes; they are stockpiled apartments, houses, duplexes and condos that have been snatched away from the long term rental market.



4) **Commercialized short-term rentals are frequently operated without paying taxes that benefit the surrounding communities.** Illegal short-term rentals are unfair to the hotel industry and hotel workers: commercialized short-term rentals rarely follow fire and safety codes, provide worker benefits or pay transient occupancy taxes.



5) **Commercialized short-term rentals break city laws with impunity.** Airbnb did not become a multi-billion dollar company by facilitating true home sharing. This false impression is part of a carefully calculated misinformation campaign. In reality,



short-term rental platforms make enormous profits from turning a blind eye to illegal, commercialized short-term rentals. Airbnb puts the responsibility to figure out the complicated maze of zoning codes and other municipal requirements squarely on the backs of the inexperienced and uninformed residents using its services. Airbnb is now 10th in total lobbyist spending for the lodging/tourism industry, and they fund organizations dedicated to limiting regulation of these destructive practices.

Does all of this frustrate you? Sign the petition to stop short-term rental abuse.

From: MARIE WEICHMAN <[redacted]>
Sent: Friday, February 10, 2023 12:49 PM
To: Melanie Nebel <mnebel@crystallake.org>
Subject: Crystal Lake - AirBNB

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 Afternoon,

I am writing to you in connection with an article I read in the Northwest Herald regarding the status of AirBNBs in Crystal Lake. I am requesting a total ban of any type of short-term rentals in Crystal Lake. It is my opinion that people do not move into a residential area to live next to what is essentially a hotel, with a rotating stream of strangers. We have numerous, tax revenue generating hotels for this purpose. My guess is that the proponents of short-term rentals in Crystal Lake would not be pleased to live next door to a house being used for short-term rental purposes themselves. Let's keep Crystal Lake a wonderful city of **homeowners**, who participate in and give back to the community.

Kind Regards,

Marie Weichman
[redacted] Cell Phone

From: Jeffrey Weichman <[redacted]
Sent: Thursday, February 9, 2023 12:07 PM
To: Melanie Nebel <mnebel@crystallake.org>
Subject: Email from Website

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.

I would like to comment on the article that I just read in the Northwest Herald, "This is the future: Crystal Lake residents, officials ready to take up AirBnB debate".

I would just like to let the City Council know that I am requesting that they vote for a **total ban** of any type of short-term rentals. We do not live in Crystal Lake to live next to what essentially becomes a hotel. Please take a stand on this issue and vote for a **total ban** of any type of short-term rentals. We will be watching your response.

Sincerely,

Jeff Weichman, CPA
McCullough, Rossi & Co., Ltd.
2300 N. Barrington Rd., Suite 260
Hoffman Estates, IL 60169

Phone: [redacted]
Fax: (847)843-7995
Website: www.mrcltd.com



Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: Wastewater Division Telemetry System Upgrade Project

Staff Recommendation: Motion to award the bid for the Wastewater Division Telemetry System Upgrade Project to the lowest responsive and responsible bidder, General Communications, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with General Communications, Inc. in the amount of $183,246.10, 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, Director of Public Works & Engineering

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Background:
The sanitary pump stations and wastewater facilities within the City of Crystal lake communicate data to plant operators via a Supervisory Control and Data Acquisition (SCADA) system. Remote monitoring and communication to these facilities allows for offsite operational adjustments to be made, data recording, and electronic notification of alarms. Present communications are accomplished with Cisco Cellular modems which have an Ethernet interface to each remote location.

The communication system for the Public Works Wastewater Division SCADA system requires upgrades to improve communication between remote locations and Wastewater Treatment Plant 2. These upgrades will include the use of a licensed Ultra High Frequency (UHF) radio system installed in place of the cellular modems and other communication methods currently in use.

Plans and specifications for this work were completed and bids advertised in accordance with City policies. The City of Crystal Lake publically opened and read the bids on April 6, 2023. The bid results are summarized below:

Bidder	*Bid*
General Communications, Inc.[1]	$183,246.10
Concentric Integration LLC	$224,960.00

[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 has reviewed the bids and checked the references for General Communications, Inc. They meet all of the City's requirements. Funds are available in the FY2023/2024 budget for this work.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the City of Crystal Lake operates wastewater plants and wastewater lift stations to provide the citizens of the City with sanitation and to treat wastewater; and

WHEREAS these facilities must operate 24 hours a day, 365 days a year to meet the needs of the residents and businesses of the City; and

WHEREAS functioning and efficient communication between Supervisory Control and Data Acquisition (SCADA) system components is critical to maintaining water and wastewater facility operations and minimizing interruptions of service; and

WHEREAS the communication system for the Public Works Wastewater Division SCADA system requires upgrades to improve communication between remote locations;

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 General Communications, Inc. for the Wastewater Division Telemetry System Upgrade Project in the bid amount $183,246.10; 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 18 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 18, 2023
APPROVED: April 18, 2023

Draft

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: Proposal Award - Design Engineering Services for the Pingree Road Pedestrian Improvements

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Mackie Consultants for the Pingree Road Pedestrian Improvements Design Engineering Consultant Services in the amount of $41,850, approve warranted changes for up to 10 percent of the agreement cost, and to approve warranted completion date extensions.

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

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Background:
City staff has identified the need to improve the pedestrian accommodations along Pingree Road from the Union Pacific Rail Road tracks to the north near the City limits just south of Amy Drive. The proposed improvement will enhance the existing pedestrian crossing at Pingree Road and Grandview Drive by relocating the existing crosswalk from the south leg of the intersection to the north leg, adjusting the curb line at the northeast corner of the intersection to shorten the crossing width for pedestrians, and adding an overhead Rectangular Rapid Flashing Beacon. New sidewalk is also proposed along the east side of Pingree Road from Grandview Drive to Amy Drive.

Pingree Road, just north of Amy Drive to Crystal Lake Avenue, is owned and maintained by the Algonquin Township Road District. Staff reached out to Algonquin Township to gauge their interest in participating in this improvement with the City by continuing the sidewalk from Amy Drive north to Crystal Lake Avenue and adding a new pedestrian crossing at the existing traffic signal on the south leg of the intersection of Pingree Road at Crystal Lake Avenue. The township is interested in this partnership; however, they are unable to commit financially at this time as their funds are being allocated to roadways that have been previously neglected and are in need of repair. Staff would like to move forward with the design for the improvements within the township's jurisdiction to have 'shovel ready' plans so the Township and the City have the ability to jointly apply for future grants. The cost for the additional engineering is minimal. Performing the engineering will provide an accurate cost estimate for future budgeting and grant applications.

Consultant Selection Process
The Engineering Division followed the City's Purchasing Policy to solicit proposals from consulting engineering firms for design engineering services for this project. The City received proposals from two firms. The proposals were reviewed based on the consultants' qualifications,

experience, proposed staff for this specific project, adequacy of hours, and cost. The evaluation is summarized below:

Pingree Road Pedestrian Improvements

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Engineering Resource Associates		Mackie Consultants	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)				
Understanding of Project Scope: Did the consultant properly identify key aspects of the specific design/how to resolve them and not submit a generic approach?	9	5	45.00	5	45.00
Are the project hours by task appropriate and align with other consultant's submittals and past experience.	7	3	21.00	5	35.00
Project examples are pertinent and aligned with the proposed scope	6	5	30.00	3	18.00
Senior/lead project team members have demonstrated experience, relevant experience in project examples	8	5	40.00	4	32.00
Total Weighted Rating	30		136.00		130.00
PROPOSAL RANKING		4.53		4.33	
Total Cost		$89,746.00		$41,850	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg) Avg. cost = $65,798		1.59		3.41	
TOTAL VALUE RANKING =		3.06		3.87	

The evaluation resulted in Mackie Consultants proposal as offering the best value to the City. Mackie Consultants completed the design engineering for the Woodlore Subdivision and staff was satisfied with their work. Staff recommends selecting Mackie Consultants.

Recommendation:

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

Based on the proposals received, the City's evaluation criteria and the detailed review by staff, it is the recommendation of staff that Mackie Consultants be selected for the design engineering services. The engineering portion of this project is proposed in the FY 2023/2024 budget.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE is desirous of improving the pedestrian accommodations along Pingree Road; and

WHEREAS, the CITY requires consultant design and engineering services; and

WHEREAS, proposals were publicly solicited and reviewed resulting in a determination that Mackie Consultants offered a proposal that is the most advantageous to the City.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement with Mackie Consultants for design engineering services in the amount of $41,850; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted changes orders for up to ten percent (10%) of the agreement value and to approve warranted time extensions.

DATED this 18th 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 18, 2023
APPROVED: April 18, 2023

Draft

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: Bid Rejection and Award - Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program

Staff Recommendation: Motion to adopt a Resolution rejecting the bid from the March 28, 2023 bid opening for the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program and to award the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program bid to the lowest responsive and responsible bidder, Strada Construction Company, adopt a Resolution authorizing the City Manager to execute a contract with Strada Construction Company in the not to exceed amount of $499,350.00, and approve warranted completion date change orders relating to the contract.

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

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Background:
Each year, the Public Works Department's Engineering Division surveys one-quarter of the City and evaluates all of the sidewalks in that section of the City. The City also routinely responds to reports of damaged sidewalks and curbs that are received from residents and staff. The City keeps a record of all the damaged sidewalks and prepares a sidewalk repair program annually to repair the sidewalks that meet the replacement criteria.

This program will remove and replace curb and gutter along the streets in the 2023 Street Resurfacing Program that need repair along with replacing sidewalks and ramps that do not meet current American with Disability Act (ADA) requirements. In addition, this program includes other areas of sidewalk, curb and ADA work in the City that staff has identified over the previous year.

The City conducted two bid openings for the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program. The first bid opening was on March 28, 2023 and the second bid opening was on April 11, 2023. City staff followed standard bidding procedures, published the bids electronically (BidSync), and reached out directly to advise contractors of the project. The City

received only one bid on March 28, 2023 with unit prices higher than historical values. City staff determined that the project would be re-bid in order to have comparable bids. The project scope was re-evaluated and the scope was reduced to stay within budgetary constraints while still meeting the necessary requirements of trip hazard remediation. City staff contacted multiple contractors to notify them of the posting and the project was reposted on March 28, 2023.

On April 11, 2023, the City opened and publicly read the bids received for the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program. The bids are submitted for individual line items at a bid unit price (e.g. bid price per foot of curb). This work will be measured and paid for at the bid unit prices. The original bidder from the March 28, 2023 submitted the same unit bid prices for the April 11, 2023 bid opening. The City received more bids at the April 11, 2023 bid opening with more advantageous unit prices.

The summary of the bids is as follows:

Bidder	Bid Price
[1] Strada Construction Co.	$499,350.00
Everlast Blacktop, Inc.	$777,700.00
Alliance Contractors, Inc.	$792,956.00
Landmark Contractors, Inc.	$1,145,672.50

[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.

Specifications were sent to various contractors and standard bid advertisement procedures were followed. City staff has reviewed bid submissions and determined that Strada Construction Company meets the requirements. The City has worked with Strada Construction Company previously with satisfactory results.

Funds for this project are being proposed in the Fiscal Year 2023/2024 budget.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to have an Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program to maintain the City's sidewalks, curbs and pedestrian ramps in a state of good repair; and

WHEREAS the CITY received and publicly opened the bids for the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program on March 28, 2023 and received only one bidder; and

WHEREAS the CITY determined that the project should be re-bid in an attempt to receive multiple bidders; and

WHEREAS the CITY received and publicly opened bids for this program on April 11, 2023; and

WHEREAS, the lowest responsive and responsible bidder for the 2023 Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program was Strada Construction Company of Addison, 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 bid of March 28, 2023 is hereby rejected; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Strada Construction Company for the

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Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program in the not to exceed amount of $499,350.00; and

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

DATED this 18th 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 18, 2023
APPROVED: April 18, 2023

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: Bid Rejection and Award - Crystal Lake City Hall Server Room Cooling System Replacement Project

Staff Recommendation: Motion to adopt a Resolution rejecting all bids from the February 10, 2023 bid opening for the Crystal Lake City Hall Server Room Cooling System Replacement Project and to award the bid for the Crystal Lake City Hall Server Room Cooling System Replacement Project to the lowest responsive and responsible bidder, Sherman Mechanical, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Sherman Mechanical, Inc. in the amount of $39,800.00, 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:

Computer server equipment is very sensitive to heat and humidity and a room with multiple servers will generate a significant amount of heat from the operation of the equipment. Therefore, these rooms have separate or secondary heating, ventilation, and air conditioning systems (HVAC) that regulate the temperature of these spaces to ensure the equipment operates properly. The City has two server rooms with separate HVAC systems. The oldest of the server rooms has an HVAC system that is approximately 20 years old and at its end of service life. The system is experiencing an increased frequency of failures and repairs that are disruptive to operations and therefore the system needs to be replaced.

The City conducted two bid openings for the Crystal Lake City Hall Water Heater Replacement Project. The first bid opening was on February 10, 2023 and the lowest responsive and responsible bidder pursuant to a competitive bidding process was Sherman Mechanical, Inc. Resolution 23R-25 was passed on February 21, 2023 authorizing the City Manager to execute a contract between the City and Sherman Mechanical, Inc. The contractor identified a clerical error in their bid and is unable to execute the contract. City staff determined that the project would be re-bid. City staff

followed standard bidding procedures, published the bids electronically (BidSync), and reached out directly to advise contractors of the project. All plans and specifications for this work were completed and bids advertised in accordance with City policies. The City of Crystal Lake publically opened and read the bids at a second bid opening on March 22, 2023.

The bid results are summarized below:

Bidder	Bid
Sherman Mechanical, Inc.[1]	$39,800.00
MG Mechanical Contracting, Inc.	$50,975.00
Roberts Environmental Control Corp.	$59,789.00
Amber Mechanical Contractors, Inc.	$79,600.00

[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.

Sherman Mechanical, Inc. meets all of the City's requirements and has previously performed work for the City with satisfactory results. This project is included in the FY2023/2024 budget.

Votes Required to Pass:

Simple majority vote.

RESOLUTION

WHEREAS the heating, ventilation and air conditioning unit (HVAC) in one of the CITY's computer server rooms has reached the end of its useful life and needs to be replaced; and

WHEREAS the CITY received and publicly opened the bids for replacement of the server room HVAC unit project on February 10, 2023 and the contract that was awarded by the City (resolution 23R-25) but was not executed by the bidder; and

WHEREAS the CITY determined that the project should be re-bid; and

WHEREAS the CITY re-bid the project and received and publicly opened the bids for the Crystal Lake City Hall Server Room Cooling System Replacement Project on March 22, 2023 and received multiple bids; and

WHEREAS the lowest responsive and responsible bidder is Sherman Mechanical, 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 Sherman Mechanical, Inc. for the City Hall Server Room Replacement project in the bid amount $39,800.00; 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 18th 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 18, 2023
APPROVED: April 18, 2023

Draft

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: Proposal Award - SCADA System Services

Staff Recommendation: Motion to award the proposal for SCADA System Services to the most responsive, responsible proposer, Concentric Integration, LLC, of Crystal Lake, Illinois, for SCADA System Management of the City's SCADA systems and adopt a Resolution authorizing the City Manager to execute a one-year contract and up to three additional one-year terms at the proposed hourly rates and authorize services and repairs for a not-to-exceed annual amount of $90,000.

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

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Background:
The City of Crystal Lake has an existing Supervisory Control and Data Acquisition (SCADA) system, which monitors and controls operations at the City's five water treatment plants, two wastewater treatment plants, and over half of the City's thirty-one lift stations. SCADA allows for remote monitoring and adjustment of these facilities, recording of data, and automatically sends out electronic notification alarms for programmed critical events which alert staff to respond. The SCADA system consists of electronic components and sensors, Ethernet communications, wireless and internet based communication, servers with firewall protection, and specialized software. This system requires periodic maintenance, management, and replacement or repair of electronic components. Furthermore, as new equipment is added or replaced, additional programmable logic circuits (PLCs) must be integrated into the SCADA system. Staff rely heavily on the SCADA system to keep the City's potable water and wastewater systems operating correctly.

Programming and configuration of SCADA systems is unique, requiring both a knowledge of electronic components as well as computer networking and communications. The City relies upon outside consultants to provide the specialized skills required for management and maintenance of the SCADA system and has budgeted annually for these services.

Discussion:
On February 17, 2023, the City received proposals from Concentric Integration, Advanced Automation and Controls, Inc., and Allen Integrated Control Systems, Inc. Of these proposals, Concentric Integration and Advanced Automation and Controls, Inc. submitted complete

proposals in accordance with the RFP requirements.

Consultant Selection Process

The Public Works Department followed the City's Purchasing Policy to secure a qualified vendor to address this project. Staff has reviewed the proposals and interviewed the responsive vendors. The vendors were evaluated based on the consultants' qualifications, experience, available staff, customer service, emergency response plan, and references. The results of the vendor evaluations and cost proposals are listed in the table below.

Control System Integrator SCADA - Interview Ranking

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Concentric Integration		Advanced Automation	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)				
Experience, skill and qualifications relating to field work of ladder logic, instrumentation, GE IFIX, and programmable logic controller(plcs)	10	4.75	47.50	3.4	34.00
Experience, skill and qualifications of computer networking and information technology(IT) related work	8	4.75	38.00	1.8	14.40
Experience, skill and qualifications of design professional engineering and system analysis design	8	5	40.00	2.4	19.20
Overall presentation (how well did the interview & presentation match the provided scope)	5	4.75	23.75	2.6	13.00
Customer Service (responsiveness, service reports, etc.)	8	4.25	34.00	1.2	9.60
Emergency response plan and availability	7	5	35.00	0.6	4.20
References	5	3.5	17.50	3	15.00
Total Weighted Rating	51		235.75		109.40
INTERVIEW RANKING		4.62		2.15	
Total Cost		$71,525.00		$53,400.00	
Annual Increase		4%		1.5%	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg)		2.137		2.863	
TOTAL VALUE RANKING =		3.38		2.50	

This contract is being presented pursuant to a request for proposal (RFP) process. Under such process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City." City staff have reviewed the received proposals and determined that Concentric Integration, LLC is the best prepared contractor to meet the City's needs.

A critical requirement of the SCADA services to be provided to the City is the ability to respond with an on-site presence to service disruptions or equipment failures 24 hours a day/7 days a week with experienced staff even when other communities are experiencing similar service disruptions. This requirement for providing critical emergency services necessitates that the SCADA service

provider have numerous staff members available. The table above reflects Staff's rating of each contractor interviewed. There is a significant score difference in the "emergency response plan and availability" as well as the "customer service" categories. Concentric Integration has more than 20 integrators available while Advanced Automation and Controls only has two integrators on staff. With such limited contractor availability, City Staff is not confident in the ability of Advanced Automation and Controls to provide the expected response during emergency situations.

The table below provides a summary of the vendors with complete submittals:

Vendor	Average Hourly. Rate	Total Cost with 445 Estimated Hours	Annual Increase (percent)
√ Concentric Integration Crystal Lake, IL	$158.33	$71,525.00	4.0%
Advanced Automation and Controls, Inc., McHenry, IL	$120.00	$53,400.00	1.5%

√ Indicates the recommended vendor

In addition to the hourly rates charged by the contractor, the City will require hardware replacements during the life of the contract that will be paid for per the contract terms.

Recommendation:

The Public Works Department recommends awarding the contract to Concentric Integration, LLC. Staff has ranked both contractors and determined that Concentric Integration, LLC is the most qualified and represents the best option for the City and its needs. Concentric Integration, LLC is located in Crystal Lake and can provide prompt response to emergency calls utilizing a significant staff workforce and a well thought out emergency plan. The City has utilized Concentric Integration, LLC in the past and has been satisfied with the services provided.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the City of Crystal Lake operates water wells, treatment plants, wastewater plants and wastewater lift stations to provide the citizens of the City with drinking water and to treat wastewater; and

WHEREAS these facilities need to operate 24 hours a day, 365 days a year to meet the needs of the residents and businesses of the City; and

WHEREAS a functioning Supervisory Control and Data Acquisition (SCADA) system is critical to maintaining water and wastewater facility operations and minimizing interruptions of service; and

WHEREAS the City relies on outside consultants to maintain and improve the SCADA system;

NOW THEREFORE BE IT RESOLVED BY THE ACTING 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 one-year contract and up to three additional one-year terms between the CITY OF CRYSTAL LAKE and Concentric Integration, LLC for SCADA System Services at the rates and annual increases identified in their Proposal; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve SCADA related expenses (services and repair parts) for a not-to-exceed $90,000 annual amount.

Draft

DATED this 18th day of April, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 18, 2023
APPROVED: April 18, 2023

Draft

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: April 18, 2023

Item: Public Hearing for the Annual Budget for the 2023/24 Fiscal Year; and Adoption of the Annual Budget Ordinance, Salary Ordinance, Ordinance amending Section 515, Water and Sewer, of the City Code, and Ordinance amending Section 241, Fees, of the City Code

Staff Recommendation: 1. Public Hearing for the Annual Budget for the 2023/24 Fiscal Year.

2. Motion to Adopt:
   a. An Ordinance approving and adopting the Annual Budget for the 2023/24 Fiscal Year,
   b. The Salary Ordinance for the 2023/24 Fiscal Year,
   c. An Ordinance amending Section 515, Water and Sewer, of the City Code, and
   d. An Ordinance amending Section 241, Fees, of the City Code

Staff Contact: Eric T. Helm, City Manager
Jodie Hartman, Director of Finance/Treasurer

Budget

Attached, please find the proposed Annual Budget for Fiscal Year 2023/24 for City Council consideration. State Statute requires the City to adopt the budget prior to the beginning of each fiscal year. The City's fiscal year 2023/24 begins on May 1, 2023.

The City has worked diligently to present a proposed annual budget that is:

- ✓ Balanced
- ✓ **Includes no new revenue sources**
- ✓ Continues the City's commitment to public safety
- ✓ Continues the City's investment in infrastructure
- ✓ Within the parameters of the City's financial policies

On April 6, 2023, the proposed balanced budget for fiscal year 2023/24 was placed on public display. The proposed budget maintains high quality City services while allowing for capital investment in facilities and improvements. The proposed budget also continues the funding of General Fund services without the use of a General Fund property tax. After all adjustments, the General Fund is anticipated to end the 2023/24 fiscal year with available fund balance equal to approximately 45% of its operating expenses.

Salary Ordinance

Included as part of the adoption of the proposed Annual Budget for Fiscal Year 2023/24 is the salary ordinance. Non-union employees' ability to receive a salary increase is based upon their individual performance, or merit, not based on cost of living adjustments. Collective bargaining agreements outline amounts of compensation to be paid to union employees.

Water & Sewer Rate

The Water and Sewer Fund is a self-supporting utility. The Fiscal Year 2023/24 budget incorporates a water and sewer user fee increase of 5%, effective September 1, 2023. The impact to an average household consuming 6,000 gallons of water would be $4.12 per month. Even with the increase, the City's water and sewer rates continue to fall within a mid-point when compared to neighboring communities. The average increase from these surrounding fourteen (14) communities was 4.4% from the last survey, with several nearby towns increasing 10% to 10.8%.

Three Oaks Recreation Area Marina Fees

City staff conducted a pavilion rental rate survey of other McHenry County organizations and Independence Grove, and the results indicate that the rates to rent certain watercraft at the Three Oaks Recreation Area are similar to comparable organizations. Staff recommends a $3.00 increase to the non-resident row boat rental rates, a $2.00 increase to the kayak, canoe, and paddleboat rates, and a $10 increase to the paddle pontoon rental rate. The recommended changes would not impact resident row boat rentals. The price increases are recommended to bring the rental rates more in line with rates charged at Main Beach and at Independence Grove.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

AN ORDINANCE APPROVING THE ANNUAL BUDGET OF THE CITY OF CRYSTAL LAKE, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024

WHEREAS, the City Council designates a Budget Officer for the City who shall compile an annual budget for the City of Crystal Lake; and

WHEREAS, the Budget Officer has proposed to the corporate authorities a budget as required by Section 8-2-9.3 of the Illinois Municipal Code; and

WHEREAS, Section 8-2-9.9 of the Illinois Municipal Code requires that the corporate authorities of the City of Crystal Lake allow for public inspection of the tentative annual budget at least ten (10) days prior to its passage; and

WHEREAS, the tentative annual budget has been available for public inspection in the Office of the City Manager and online on the City's website from April 6, 2023; and

WHEREAS, after proper notice being given, a public hearing was conducted on April 18, 2023, to obtain public comment on the tentative annual budget for the City of Crystal Lake for the fiscal year beginning May 1, 2023 and ending April 30, 2024.

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

Section 1: The fiscal year budget of the City of Crystal Lake, McHenry County, Illinois, for the fiscal year beginning May 1, 2023 and ending April 30, 2024, in the form attached hereto is hereby approved and adopted.

Section 2: That a certified copy of this Ordinance and a copy of the budget hereby approved shall be filed with the McHenry County Clerk in accordance with the provisions of the statutes of the State of Illinois.

Draft

DATED at Crystal Lake, Illinois, this 18th day of April 2023.

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 18, 2023
APPROVED: April 18, 2023

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

Draft

Ord. No.
File No.

AN ORDINANCE ESTABLISHING CERTAIN ANNUAL, DAILY OR HOURLY PAY RATES AND PAY RANGES AND THE SALARY ADMINISTRATION SCHEDULE FOR THE CITY OF CRYSTAL LAKE EMPLOYEES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS;

SECTION I: ANNUAL, DAILY OR HOURLY RATES

That the ranges of annual, daily or hourly rates for the employees of the City are hereby to read as follows on attached chart.

SECTION II: SALARY ADMINISTRATION PROCEDURES

A. The City Manager shall develop procedures and direct the administration of those procedures to ensure that individual employee's wages are determined and allocated in an equitable manner in keeping with the goals and requirements of this policy.

B. New employees and newly promoted employees shall be paid a salary within their new salary range that is not less than the minimum of the range and does not exceed the maximum of their new pay range. Salary increases for individual employees will be timed and salary increase amounts will be determined following the specific criteria below:
   1. Quality of performance since the employee's last salary adjustment.
   2. Comparison of current salary to pay of other employees of like duties, responsibilities and performance.
   3. Position of an employee's current salary within the pay range in terms of overall ability and overall performance since the employee first entered the range.

C. The City Manager shall annually direct the review and survey of certain positions and their salary ranges in comparison with other communities in proximity to the City of Crystal Lake or of like size and comparable composition.

D. The City Manager shall annually approve salary rates and their effective dates for all employees.

E. The City Manager may initiate exceptions to this policy when, in his judgment, such action is for the good of the organization.

Draft

SECTION III: JOB CLASSIFICATION:

That all positions of the City shall be separated into classifications and each classification shall have a pay range and the designation of an annual, daily, or hourly rate of pay. The classifications of positions may be modified as deemed appropriate by the City Manager.

All employees, including department directors, part-time and seasonal employees, shall receive such compensation as shall be determined from time to time by the City Manager provided, however, no expenditure shall be made on account of or pursuant to appointment or employment by the City Manager unless sufficient funds have been appropriated in the annual budget.

SECTION IV: REPEALER

That all ordinances or parts of ordinances, rules and regulations in conflict with this ordinance shall be and are hereby repealed.

SECTION V: EFFECTIVE DATE

That this Ordinance shall be in full force and effect from and after the first day of May 2023.

DATED at Crystal Lake, Illinois, this 18th day of April 2023.

APPROVED:

_____

Haig Haleblian, MAYOR

SEAL

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

PASSED: April 18, 2023
APPROVED: April 18, 2023

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

Draft

Compensation Plan - Full-Time Non-Represented Employees

Effective 05.01.2023 to 04.30.2024

		Annual		Hourly	
	Grade	Minimum	Maximum	Minimum	Maximum
Office Assistant	1	44,646	67,961	21.46	32.67
Police Records Assistant	3	49,223	74,942	23.66	36.03
Accounts Payable Coordinator	4	52,649	80,158	25.31	38.54
Administrative Assistant	4	52,649	80,158	25.31	38.54
Community Service Officer	4	52,649	80,158	25.31	38.54
Development Services Representative	4	52,649	80,158	25.31	38.54
Management Assistant	4	52,649	80,158	25.31	38.54
Payroll Coordinator	4	52,649	80,158	25.31	38.54
Utility Billing Coordinator	4	52,649	80,158	25.31	38.54
Development Services Specialist	5	56,357	85,774	27.09	41.24
Property Control Officer	5	56,357	85,774	27.09	41.24
Human Resources Assistant	6	60,320	91,819	29.00	44.14
Executive Assistant	7	65,127	99,121	31.31	47.65
Accountant	8	69,040	105,058	33.19	50.51
Building Inspector	8	69,040	105,058	33.19	50.51
Engineering Inspector	8	69,040	105,058	33.19	50.51
Fire Inspector	8	69,040	105,058	33.19	50.51
Finance Analyst	8	69,040	105,058	33.19	50.51
Management Analyst	8	69,040	105,058	33.19	50.51
Public Works Analyst	8	69,040	105,058	33.19	50.51
Support Services Coordinator	8	69,040	105,058	33.19	50.51
Accounting Manager	9	73,123	114,526	35.16	55.06
Lab Supervisor	9	73,123	114,526	35.16	55.06
Plans Examiner	9	73,123	114,526	35.16	55.06
Plumbing Inspector	9	73,123	114,526	35.16	55.06
Police Records Supervisor	10	83,994	123,566	40.38	59.41
Public Works Manager	10	83,994	123,566	40.38	59.41
Public Works Supervisor	10	83,994	123,566	40.38	59.41
Assistant City Planner	11	87,365	128,488	42.00	61.77
Assistant to the City Manager	11	87,365	128,488	42.00	61.77
Police Sergeant		118,352	129,314	56.90	62.17
Civil Engineer	12	90,859	133,623	43.68	64.24
Assistant Finance Director	14	101,126	144,535	48.62	69.49
Public Works Superintendant	14	101,126	144,535	48.62	69.49
Assistant City Manager	15	105,152	149,644	50.55	71.94
Building Commissioner	15	105,152	149,644	50.55	71.94
Capital Engineering Manager	15	105,152	149,644	50.55	71.94
City Engineer	15	105,152	149,644	50.55	71.94
City Planner	15	105,152	149,644	50.55	71.94
Economic Development Manager	15	105,152	149,644	50.55	71.94
Fire Battalion Chief	15	105,152	149,644	50.55	71.94
Fire Bureau Chief	15	105,152	149,644	50.55	71.94
Police Commander	15	105,152	149,643	50.55	71.94
Deputy Fire Chief	17	114,862	170,719	55.22	82.08
Deputy Police Chief	17	114,862	170,719	55.22	82.08
Deputy Director of Public Works & Engineering	17	114,862	170,719	55.22	82.08
Director of Human Resources	18	119,464	178,277	57.43	85.71
Director of Information Technology	18	119,464	178,277	57.43	85.71
Deputy City Manager	19	124,246	192,538	59.73	92.57
Director of Community Development	19	124,246	192,538	59.73	92.57
Director of Finance	19	124,246	192,538	59.73	92.57
Director of Public Works & Engineering	20	129,206	200,255	62.12	96.28
Fire Rescue Chief	20	129,206	200,255	62.12	96.28
Police Chief	20	129,206	200,255	62.12	96.28

Draft

Compensation Plan - Regular & Temporary Part-Time Non-Represented Employees
Effective 05.01.2023 to 04.30.2024

	Grade	Hourly Minimum	Hourly Maximum
Temporary/Seasonal Positions			
Seasonal Laborer			
Public Works Fleet		13.00	17.00
Public Works Streets Summer		13.00	17.00
Public Works Water		13.00	17.00
Public Works Wastewater		13.00	17.00
Three Oaks Attendant		13.00	16.00
Three Oaks Lifeguard		15.00	19.00
Three Oaks Assistant Marina Manager		15.50	20.00
Three Oaks Assistant Lifeguard Manager		17.00	21.00
Public Works Streets Winter		22.50	28.00
Interns			
Administrative Intern		15.00	30.00
Engineering Intern		15.00	20.00
GIS Intern		15.00	20.00
Management Intern		15.00	20.00
Planning Intern		15.00	20.00
Finance Intern		15.00	20.00
Regular Part-Time Positions			
Police Records Assistant	3	23.66	36.03
Firefighter II/EMT-B Trainee		13.00	13.00
Firefighter II/EMT-B [(1)]		15.50	19.00
Three Oaks Assistant Operations Manager		17.50	25.00
Three Oaks Maintenance Manager		17.50	29.00
Three Oaks Operations Manager		17.50	34.00

(1) Fire Rescue Part Time Staff: Additional $0.50/hour for each certification on top of base for for additional Certifications of Paramedic,
FAE, or Firefighter III; Additional $0.50/hour for 10 years or more service to CLFRD

Draft

ORDINANCE AMENDING THE CRYSTAL LAKE CITY CODE

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

Section 1: Amendment of City Code § 515-15, Rates and Charges, of Chapter 515, Water and Sewer, of the City Code is hereby repealed and replaced in its entirety with the following:

§ 515-15. Rates and Charges.

The consumer or user on all property or premises upon which any building or structure has been or may hereafter be erected having connection with any mains or pipes which exist or may hereafter be constructed and used in connection with the water and sewage or water or sewage systems of the City of Crystal Lake shall pay the following rates according to the following schedule:

A. Water rate. Beginning September 1, 2023, the following rates shall apply:
(1) Monthly service charge: $8.43.
(2) Each 1,000 gallons: $5.74.

B. Sewer rate. Beginning September 1, 2023, the following rates shall apply:
(1) Monthly service charge: $10.06.
(2) Each 1,000 gallons: $5.75.

C. The rates and charges herein established shall be collected from owners, occupants, consumers and users of the premises for all such use from and after each scheduled rate adjustment. The minimum rate for water and sewer monthly billing shall be equal to the combined water and sewer monthly service charge for the rate period covered. The fee paid for sewer use shall be determined by the water meter reading. No discounts shall be allowed for any difference between the water meter reading and actual sewer use.

D. Senior citizens may qualify for a water and sewer rate discount of 20% for the first 5,000 gallons billed each month by requesting the discount and registering with the Finance Department. To receive the discount, a senior citizen must be 65 years of age, and must reside at the address and the account must be in his/her name.

E. Water users outside corporate limits of the City of Crystal Lake shall pay 1 1/3 times the fee charged for the same services within the City (except those users covered by contractual agreements whose fees should be determined in accordance with such contracts).

Draft

F. Bulk water sales made by metered connections to secondary community water supplies or via metered hydrant for on-site use or via metered hydrant to a tanker for transport to an end user (except those users covered by contractual agreements) shall be billed monthly and pay the following rates according to the following schedule:

(1) Bulk water rate (except those users covered by contractual agreements). Beginning September 1, 2023, and continuing until further adjusted by the Mayor and City Council of the City of Crystal Lake:

(a) Monthly service charge: $45.06.
(b) Each 1,000 gallons: $17.54.

G. Water used during construction of new buildings. Beginning September 1, 2023, and continuing until further adjusted by the Mayor and City Council of the City of Crystal Lake:

(1) One- and two-family residences: $109.50.
(2) Multifamily, commercial, industrial:
(a) Under 2,000 square feet, minimum fee: $109.50.
(b) Each additional square foot over 2,000 to 10,000: $0.065.
(c) Each additional square foot over 10,000 to 50,000: $0.022.
(d) Each additional square foot over 50,000: $0.012.

H. Temporary hydrant connection. In those instances in which temporary hydrant connections are intended, the following regulations shall apply:

(1) User Fees

(a) The user shall pay to the City:

[1] A monthly service charge of $45.06 regardless of the length of rental during the course of a month.

[2] $17.54 per 1,000 gallons of water used. The fee is charged in 1,000 gallon increments and shall be billed at the time the meter is returned.

[3] A daily hydrant meter/RPZ unit rental fee of 8.93.

(b) Upon the return of the meter, a meter reading shall be taken and the user shall be billed these fees. The minimum billing shall be for 1,000 gallons with a minimum rental fee of one (1) week in addition to the service fee of $45.06.

(2) Deposit. As a condition precedent to the issuance of the hydrant meter/RPZ unit for such temporary connection, the applicant shall deposit with the City the sum of one thousand five hundred dollars ($1,500.00) for a ¾ inch hydrant meter/RPZ unit rental or three thousand five hundred dollars ($3,500.00) for a 2" inch hydrant meter/RPZ unit rental to secure the payment of fees related to such connection. This deposit will be used to offset the hydrant meter rental charges as outlined in Section H (1) and any damage. Deposits shall be refunded upon return and inspection of all equipment in good operating condition, which shall include the successful testing of the RPZ.

(3) Hydrant meter/RPZ unit rentals may be rented throughout the year dependent on availability, and all units shall be returned by December 31st of each year, unless

Draft

alternate arrangements have been made with the Public Works Department. Units not returned by December 31st shall result in the forfeiture of the deposit. Customers who have forfeited their deposits shall be prohibited from using the hydrant meter/RPZ unit and to draw any water from the City's fire hydrants until such time as the account has been paid in full for the water used and a new meter/RPZ unit deposit has been paid. A re-certified unit will then be provided to the customer.

(4) The user of any temporary hydrant meter/RPZ unit is responsible for the replacement cost in the event the unit is lost, stolen, or damaged in any way.

I. Surcharge for industrial users. When the average concentrations of BOD and/or suspended solids exceeds 300 mg/l or 350 mg/l, respectively, a surcharge shall be $0.71 per pound of BOD, and $0.35 per pound of suspended solids. All measurements, tests, and analysis of the characteristics of water and wastes to determine the industrial user surcharge factors shall be conducted in conformance with § 515-13. All commercial and institutional users shall be reclassified "industrial" as per the Office of Management and Budget's "Standard Industrial Classification Manual," 1972 Edition, under the category "Division D Manufacturing," when any of their wastes exceed the concentration of § 515-13 of this article.

J. New Account Deposit.

(1) All new water/sewer accounts shall be required to make a utility deposit with the City to their utility account prior to receiving any water/sewer service. Upon application for service, all new customers must indicate whether the service is being requested for property that is owned or rented.
(2) The new customer deposit shall be fifty dollars ($50.00) for water/sewer service.
(3) Utility deposits shall be credited to utility customers in "good standing" having had twenty-four (24) consecutive months with a minimum of twenty-two (22) timely payments and no payments or drafts having been returned for insufficient funds. Utility deposits credited shall be applied to the customer's next bill following the 24th consecutive month of timely payments. No deposits to current accounts shall be refunded directly to the customer until account closure.
(4) The deposit requirement shall be waived in the event the applicant applies for participation in the City's "Direct Debit Program" and remains in good standing. A customer in good standing is one that has not had direct payments returned to the City on two consecutive billing periods. The Finance Director is authorized to process a refund of deposits held by the City on behalf of water and sewer customers who participate in the Direct Debit Program. Refunds shall be processed in the form of an account billing credit.

K. Terms of Payment

(1) Liability For Payment Of Fees For Water/Sewer Service: The user of the City's water/sewer service and the occupant and owner of the property, or the owner's agent, if different from the user, shall be jointly and severally liable for the payment of any user fees, penalties, or special assessments billed for water/sewer service.

(2) Owner Notified If Tenant Delinquent: After the account has been delinquent for sixty (60) days, if the owner has provided the City with the owner's name and address, the City shall deliver notice of the tenant's or occupant's delinquency to the owner.

Draft

Depositing the required notice in the mail, addressed to the owner at the address listed in the City's records, postage prepaid, shall constitute delivery.

(3) Manner Of Correcting Inaccurate Bills: In any instance where a customer's bill has been incorrectly calculated or stated for any reason except unlawful use of utility services, the City shall correct the billing for any period of time not exceeding twelve (12) months during which incorrect bills were rendered for under-billed accounts and twelve (12) months for credits due to an error which caused the account to be overbilled.

(4) Deferred Payment Plan: Where a customer has been under-billed, the City may enter into a written deferred payment agreement with the customer, whereby the amount due to the billing error may be paid in equal installments over a period not to exceed twelve (12) months from the date on which the agreement is signed.

(5) Termination Of Service: The City shall have and hereby reserves the right, power and authority to suspend or terminate water/sewer service as provided for in § 515-16 to any customer at any time without incurring any liability or cause of action for damages of any kind.

(6) Resumption Of Service: If service is discontinued because the customer's bills for service are in arrears, or for violation of any provisions of this Article after notice, such service shall not be restored until all charges, costs and damages, if any, shall have been paid to the Finance Department; or the violation has been corrected; and any charges for reinstatement of service pursuant to this Chapter have been paid to the Finance Department.

(7) Voluntary Water Shutoff: The City provides a water shutoff service to residents who are on vacation or away for an extended period. The fee for voluntary water shutoff shall be $100. The fee shall cover the cost of water shut-off at the valve box in the City's right-of-way (the valve the City has installed to access water service) and then turned back on upon request. The fee shall not be applicable to any school districts or any unit of local government.

(8) Responsibility for Meter with Customer: If water service is terminated pursuant to this Section, the customer shall remain liable for protecting the water meter from damage from freezing or other causes. If the meter is damaged, the customer shall be required to return the damaged meter to the City, purchase a new meter, and have the new meter installed in accordance with City Code requirements, all at his/her own expense.

(9) Collection: The City may take all legal action necessary to collect fees from delinquent accounts including, without limitation, termination of service, recording a lien against the property, foreclosing on such lien, hiring a collection agency, refusing to grant any other utility service, or to issue any City permit or license to the delinquent customer until the delinquent account has been paid in full, including any penalties, costs incurred to record liens or releases of lien, or costs of collection.

(10) Blanket Policy: The City shall also have the right to disconnect or refuse service to any customer with one or more installations if the bills are not paid at any one installation.

(11) Charges And Discounts Prorated: The charges and discounts established in this Article shall be prorated by the Finance Department for customers receiving service for less than a full billing period.

Draft

L. Periodic review of charges. The adequacy of the water and sewer charge shall be reviewed by the City Manager at least annually as part of the annual budget process. The water and sewer service charge shall be revised periodically to reflect change in local operation, maintenance and repair costs, including capital replacement costs.

M. Disposition of revenues. All revenues and moneys derived from the operation of the water and sewer system shall be deposited in the Water and Sewer Fund. The Director of Finance shall receive all such revenues from the water and sewer system and all other funds and moneys incidental to the operation of such system as the same may be delivered to him/her and deposit the same in the account of the fund designated as the Water and Sewer Fund of the City of Crystal Lake.

N. Accounts. The Director of Finance shall establish a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the water and sewer system, and at regular annual intervals he/she shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

Section 3: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

DATED at Crystal Lake, Illinois, this 18th day of April 2023.

APPROVED:

_____

Haig Haleblian, MAYOR

Draft

SEAL

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

PASSED: April 18, 2023
APPROVED: April 18, 2023

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

Ord. No. ____
File No. ___

ORDINANCE AMENDING THE CODE
OF THE CITY OF CRYSTAL LAKE, ILLINOIS

WHEREAS The City of Crystal owns and operates the Three Oaks Recreation Area, and

WHEREAS the City desires to charge a fee for marina boat rentals that will help fund the operations and maintenance of the park, and

WHEREAS Residents and non-residents can rent boats at the Three Oaks Recreation Area marina; and

WHEREAS there continues to be a high interest to rent boats at the Three Oaks Recreation Area.

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

Draft

SECTION I: That CHAPTER 241 Fees, Article 20 Three Oaks Recreation Area Fees shall be amended as follows:

§ 241-20. Three Oaks Recreation Area Fees.

A. Marina Operation/Marina Rental Fees.

Minimum 1-Hour Rentals	1-Hour Fee	1-Hour Fee (NR)	Each Additional 1/2 Hour	Each Additional 1/2 Hour (NR)
Canoe	$10	$14	$6	$6
Kayak (single or tandem)	$10	$14	$6	$6
Paddleboat	$10	$14	$6	$6
Sailboat	$8	$12	$4	$6
Paddle pontoon	$35	$40	$15	$20
Minimum 2-Hour Rentals	**2-Hour Fee**	**2-Hour Fee (NR)**	**Each Additional Hour**	**Each Additional Hour (NR)**
12-foot row boat	$12	$18	$5	$7
14-foot row boat	$14	$21	$7	$9
Trolling motor	$10	$10	$5	$5

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

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

DATED at Crystal Lake, Illinois this 18th day of April, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 18, 2023
APPROVED: April 18, 2023

Draft