CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
June 20, 2023
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – June 6, 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. **Continuation of the Final Planned Unit Development Amendment to allow a new community center at 907-909 Crooked Stick Drive (Oakbrook Estates) to the July 18, 2023 Regular City Council Meeting**
   b. **Special Event Request and No-wake Restriction Waiver – Crystal Lake Water Ski Association Tournaments – July 19, August 6 and September 3, 2023**
   c. **Consideration of Cancellation of the July 4, 2023 Regular City Council Meeting**
   d. **Approval for La Rosita liquor license change of location**
   e. **Lease Agreement with Lou Street Lockup**

10. **City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Omni Petroleum Inc., d/b/a Mobil Crystal Lake, 451 W. Virginia Street**

11. **City Code Amendment to Increase the Number of Class 1 Liquor Licenses – Applicant: Kirin King LLC, d/b/a Kirin King, 446 W. Virginia Street**

12. **City Code Amendment to increase the Number of Class 28 Liquor Licenses and to increase the Number of Video Gaming Licenses – Applicant: Soto Services, Inc., d/b/a Chilo's Mexican Grill, 282 W. Virginia Street**

13. **County Zoning Request – Ridgefield Road (north of Route 14 and east of McHenry County College)**

14. **161 Liberty Road, Swift Car Wash - Sign Variation to allow for approximately 404 square feet of wall signage**

15. City Code Amendment – Section 329-3 Liquor Licenses

16. Bid Award and Appropriation of Motor Fuel Tax (MFT) funds and REBUILD Illinois Bond Funds for the Dole Avenue Reconstruction Project

17. Approval of Change Order providing additional compensation for construction engineering services for the Water Treatment Plant 2 Reconstruction Project

18. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving a contract with Flock Group Incorporated

19. Board and Commission Appointment – Board of Fire and Police Commissioners

20. Council Inquiries and Requests

21. 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

22. Reconvene to Regular Session

23. 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: June 20, 2023

Item: Continuation of the Final Planned Unit Development Amendment to allow a new community center at 907-909 Crookedstick Drive (Oakbrook Estates) to the July 18, 2023 City Council Meeting.

Recommendation: Motion to continue the Final Planned Unit Development Amendment to allow a new community center at 907-909 Crookedstick Drive (Oakbrook Estates) to the July 18, 2023 Regular City Council meeting.

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

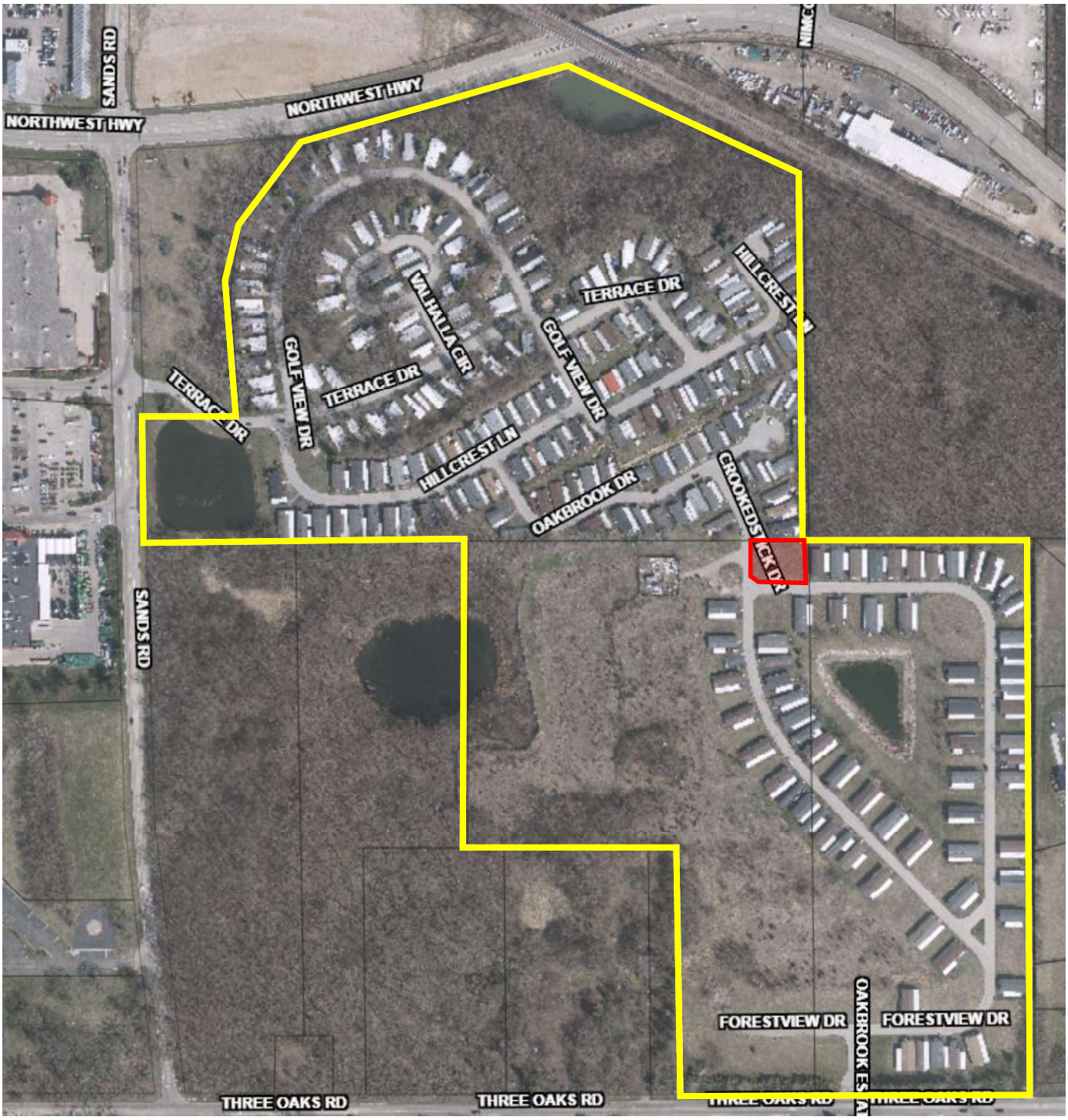
Background:

The petitioners are requesting an amendment to the Planned Unit Development to allow the addition of a community center to Oakbrook Estates Manufactured Home Park.

City staff respectfully requests that the Oakbrook Estates petition be continued to the July 18, 2023 Regular City Council meeting in order for the petitioners to hold a community meeting with the residents of Oakbrook Estates. The community meeting is being held at City Hall on Monday, June 19th, 2023 at 6:00 p.m. to address concerns received by phone and email, as well as concerns expressed at the City Council meeting on June 6, 2023. Residents have been notified of this continuation.

Votes Required to Pass: A simple majority.

PIQ Map
907 Crookedstick Drive - Oakbrook Estates



Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: Special Event Request and No-wake Restriction Waiver - Crystal Lake Water Ski Association Tournaments July 9, August 6, and September 3, 2023

Staff Recommendation: Motion to approve the Crystal Lake Water Ski Association's Special Event requests for their 2023 Tournaments to be held on July 9, August 6 and September 3 pursuant to the conditions recommended in this agenda supplement, and a waiver of no-wake restrictions on *Crystal Lake*

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

Background:
The Crystal Lake Water Ski Association (CLWSA) is requesting approval of its schedule for three tournaments for the summer of 2023. The proposed event is the same as previous years. This includes a waiver of the no-wake restrictions on *Crystal Lake*. The dates and times of the tournaments are:

1. Slalom Tournament – Sunday, July 9, 2022 from 2:00 p.m. to 6:00 p.m.
2. Slalom Tournament – Sunday, August 6, 2022 from 2:00 p.m. to 6:00 p.m.
3. Barefoot Tournament – Sunday, September 3, 2022 from 2:00 p.m. to 6:00 p.m.

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

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

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

1) All debris created by the event must be cleaned up during and after the event.
2) Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.
3) In the case of inclement weather, alternate dates can be approved by the City Manager.

The applicant has been made aware of these recommended conditions and advised to attend the June 20, 2023 City Council meeting to answer any questions.

Votes Required to Pass:
Simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Crystal Lake Water Ski Association Events

EVENT LOCATION On Crystal Lake

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

☑ Other Water Ski Slalom Tournaments and Barefoot Competition

2. General Description/Purpose of the event:
Three events scheduled throughout the summer to proomote fun and safe water skiing activities including two slalom tournaments and a barefoot competition. The annual events are held on Crystal Lake, starting at 2pm on Sundays when No Wake is in effect. The Crystal Lake Park District and the Village of Lake also approve these events.

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

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

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

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

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

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

9. Estimated attendance: 10-15 including club members.

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

ORGANIZATION INFORMATION

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

Address: 241 Edgewater Drive
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: _____ ☐

Emergency phone: _____ ☐

Cell phone: [redacted] ☐

Email: _____ ☐

EVENT OPERATION

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

Set Up: 7/9/23; 8/6/23; 9/3/23

Event: 7/9/23; 8/6/23; 9/3/23

Dismantling: 7/9/23; 8/6/23; 9/3/23

15. Hours of the event:

Set Up: 2pm-3pm

Event: 3pm-6pm

Dismantling: 6pm

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☐ Yes ☑ No

    Temporary neighborhood event signs ☐ Yes ☑ No

    Directional signs ☐ Yes ☑ No

    Banner ☐ Yes ☑ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

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

    _____

    _____

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

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

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

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

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

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Signature _____ Date 5/31/23

Gerry Mayer
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No

May 20, 2023

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

To: Laurrie Fitzgerald and the City Council,

SUBJECT: CRYSTAL LAKE WATER SKI SLALOM AND BAREFOOT TOURNAMENTS

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

Summer 2023 events request.

1. **Slalom Tournament Sunday, 9 July from 2:00 to 6:00.**
Request No Wake hours be waived for CLWSA during the events.

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

2. **Barefoot Exhibition on Sunday, 3 September 2:00 to 6:00.**

Request No Wake hours for CLWSA be waived for the event. This is the eighth season for this event which is in place of the annual Ski Show which has been approved for numerous consecutive seasons.

Sincerely,

Gerry Meyer
President
Crystal Lake Water Ski Association

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: Consideration of Cancellation of July 4, 2023 Regular City Council Meeting

Mayor's Recommendation: City Council Discretion

Contact: Haig Haleblian, Mayor

Background:
Due to the Independence Day Holiday, the City Council may wish to consider cancelling the July 4, 2023 Regular City Council Meeting. City staff has reviewed upcoming items and has no concerns regarding the cancellation.

Votes Required to Pass:
Simple majority.

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: Approval of the La Rosita liquor license change of location

Staff Recommendation: Motion to approve a permit to change the location of the La Rosita liquor license to 230 Virginia Street.

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

Background:
La Rosita, which holds a Class 13 liquor license with the City of Crystal Lake is currently located at 131 Main Street and will be moving to a new location at 230 Virginia Street. There are no other changes to the liquor license.

Section 329-13 of the Liquor License Provisions of the City Code states that the location of an establishment holding a liquor license may be changed only upon a permit approval of the Mayor and City Council.

Votes Required to Pass:
Simple majority

La Rosita of Mezos Group, Inc

131 Main Street, Crystal Lake, IL 60014

Date: 06/14/2023

City of Crystal Lake
100 W Woodstock Street
Crystal Lake, IL 60014

Ref: Liquor License Change of Address
for La Rosita of Mezos Group, Inc

Honorable Mayor
Dear Council Members

I, Juan Carlos Perez, President and Owner of La Rosita of Mezos Group, Inc. respectfully request the Liquor License change of address from 131 Main Street, Crystal Lake, IL 60014 to our new location at 230 Virginia Street, Crystal Lake, IL 60014, we are proud to be part of the business community in Crystal Lake and with this new location we confirm our commitment to the City for many more years to come.

I thank you very much for this consideration and if you have any questions regarding this request please reach out to us.

Respectfully
Juan Carlos Perez
La Rosita of Mezos Group, Inc
131 Main Street, Crystal Lake IL 60014

Agenda Item No: 9e

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: Lease Agreement with Lou Street Lockup

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a six-month lease agreement with Lou Street Lockup for the use of the property at 6210 Lou Street, Suite 1 at a rate of $2,000 per month.

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

Background:

The City's Police Department utilizes off-site storage for vehicles and equipment that have been impounded and are required to be stored. Since 2007, the City has utilized Lou Street Lockup, located at 6210 Lou Street, for this purpose. The facility currently meets the City's storage needs and the monthly rent of $2,000 has not increased since 2007. The current owner has notified the City that they are looking to sell the property. A six-month lease ending on January 18, 2023 was previously approved by the City Council. The owner has not yet sold the property and is agreeable to extend the lease for another six months. The Police Department is currently researching options for future storage if the facility cannot be secured beyond July 20, 2023.

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

Votes Required to Pass:
Simple majority

Res.

RESOLUTION

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

DATED this 20th day of June 2023.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 20, 2023
APPROVED: June 20, 2023

Exhibit A
Lou Street Lockup Industrial Building Lease

Draft

INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF LEASE BEGINNING	ENDING
July 20, 2023	July 20, 2023	January 20, 2024
MONTHLY RENT - $2,000.00		
PREMISES: 6210 Lou Street, Suite 1, Crystal Lake, Illinois 60014		
PURPOSE		
Storage of City vehicles and equipment and vehicles and equipment that have been impounded and are required to be stored by the City of Crystal Lake		

LESSEE

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

LESSOR

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

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

LEASE COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Omni Petroleum Inc., d/b/a Mobil Crystal Lake, 451 W. Virginia Street

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 35 license to 36 licenses, in order to allow for the issuance of a new Class 13 liquor license to Omni Petroleum Inc., d/b/a Mobil Crystal Lake, 451 W. Virginia Street

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

Background:
Omni Petroleum Inc., d/b/a Mobil Crystal Lake, located at 451 W. Virginia Street, has requested a Class 13 liquor license to sell packaged alcohol at their location.

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

Current Class 13 License Holders:

Name	Address	Zoning
7-Eleven	60 W. Terra Cotta (Northside Center)	"O PUD"
7-Eleven	1024 McHenry Ave.	"B-1 PUD"
7-Eleven	6225 Northwest Highway	"B-1 PUD"
Casey's	1095 Pyott Road	"B-2 PUD"
Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"
Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"

Crystal Lake BP	281 W. Virginia Street	"B-2"
Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"
Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
KA Sales (Exxon)	415 W. Virginia	"B-2"
Nick's General Store/Yoga on Lake	1309 North Avenue	"R-2"
LaRosita of Mesos Group, Inc.	131 Main Street	"B-4"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Mobil Mart	250 N. Route 31	"B-2"
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Osco Drug	6140 Northwest Highway	"B-2 PUD"
RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Thornton's LLC	911 Tek Drive	"B-2 PUD"
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
Wal-Mart	1205 Route 31	"B-2 PUD"
Off the Vine	129 N. Main Street	"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 License Fee
- Certificate of Liquor Liability Insurance

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the creation the issuance of a new Class 13 liquor license to Omni Petroleum Inc., d/b/a Mobil Crystal Lake, 451 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 13 License shall be increased from 35 to 36.

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

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

Draft

DATED at Crystal Lake, Illinois, this 20th day of June 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 20, 2023
APPROVED: June 20, 2023

Letter requesting to applying for liquor license

From

Mirza Farooq

451 W. Virginia St

Crystal lake, IL 60014

[redacted]

To

Mr. Haig Haleblian (Mayor City of Crystal Lake)

100 W. Woodstock Street

Crystal Lake, IL 60014

Subject: Request for Liquor License

Dear Mayor Haleblian

Hope this letter finds you in good health and high spirits. I am writing you a concerned citizen and business owner to request your assistance in obtaining a liquor license for my establishment. Mobil Crystal Lake, located at 451 W. Virginia St, Crystal Lake, IL 60014. As an active member of our community, I firmly believe that acquiring liquor license would not only benefit my business but also contribute positively to the local economy and social environment.

I have carefully considered the potential impact of selling package alcoholic beverages within my establishment and have taken several measures to ensure responsible and lawful practices. These include staffing training programs to prevent underage selling of Liquor.

I kindly request your support in expediting the review process for my liquor license application. I believe that the inclusion of my establishment as a responsible provider of alcoholic beverages will significantly contribute to the vibrant culture and social scene of our city.

Thank you for taking time to consider my request. I look forward to a favorable response and the opportunity to contribute to our community's growth and development.

Yours sincerely,

Mirza Farooq

LL23-000010
Liquor License

Applicant Name	Mirza Farooq
Applicant Email	omnipetroleuminc@gmail.com
Applicant Address	1520 Creekside Drive Hoffman Estates IL 60659
Applicant Company Name	Mobil Crystal Lake
Applicant Company Address	451 W. Virginia Street Crystal Lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	[redacted]
Applicant Work Phone	(773) 691-8510
Application Type	New
License Classification	Class 13
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	OMNI PETROLEUMINC
DBA	MOBIL CRYSTAL LAKE
Phone Number	8154591777
Contact Person Name	Mirza Farooq
Contact Person Email	omnipetroleuminc@gmail.com
Contact Person Address	1520 Creekside Drive Hoffman Estates IL 60659
Contact Person Company Name	Mobil Crystal Lake
Contact Person Company Address	451 W. Virginia Street Crystal Lake IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	(773) 691-8510
Manager Name	Mirza Farooq
Manager Email	omnipetroleuminc@gmail.com
Manager Address	1520 Creekside Drive Hoffman Estates IL 60659
Manager Company Name	Mobil Crystal Lake
Manager Company Address	451 W. Virginia Street Crystal Lake IL 60014
Manager Home Phone	
Manager Cell Phone	[redacted]
Manager Work Phone	(773) 691-8510
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	MIRZA FAROOQ (PRESIDENT)
Home Address	1520 CREEKSIDE DR, HOFFMAN ESTATES, IL 60169
Does this officer have a middle initial?	1
Date of Birth	07/17/1987
Phone Number	[redacted]
Email	omnipetroleuminc@gmail.com
Officer Full Name and Title	CHINTAN SURTI (SECRETARY)
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	1520 CREEKSIDE DR, HOFFMAN ESTATES, IL 60169
Date of Birth	09/02/1987
Phone Number	7736918510
Email	omnipetroleuminc@gmail.com
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Own
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	No

States, or any ordinance of the City in the conduct of his place of business.	
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 the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	06/30/2023
Is your Surety Bond Continuous?	No
Surety Bond Expiration	06/05/2024
Check this box to confirm above statement	1
Payment Type	Full Amount

Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Letter to apply for Liquor license in City of Cystal Lake.docx
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: Proof of LIability letter for Omni Petroleum Inc.x.docx
Surety Bond ($1000 payable to City of Crystal Lake): Surety Bond - City of Crystal Lake - 2023-2024.pdf For Liquor License.pdf

Upload signed affidavit Click Here for form: Affidavit certificate.docx For Omni Petroleum Inc.docx

(1614) 1922878

WARRANTY DEED

2019P0003071

8008751 1
Tx:40062970

JOSEPH J. TIRIO
MCHENRY COUNTY RECORDER
2019R0019078
06/26/2019 02:25:31 PM PAGES: 2
EXEMPTION:

RHSPS HOUSING FEE	9.00
GIS FEE	15.00
RECORDING FEE	14.00
STAMP FEE-STATE	1,950.00
STAMP FEE-COUNTY	975.00
AUTOMATION FEE	8.00

THE GRANTOR, **AYNA PAPAD SHERPURA, INC** an Illinois Corporation of the Village of Crystal Lake, County of McHenry, State of Illinois, for the consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONVEYS and QUIT CLAIMS to GRANTEE, **OMNI PETROLEUM, INC,** an Illinois Corporation, of the Village of Crystal Lake, County of McHenry, State of Illinois, all interest in the following described Real Estate situated in the County of McHenry, in the State of Illinois, to wit: SEE ATTACHED

Property Index Number: **19-06-280-012-0000** Address of Real Estate: **451 W. Virginia Street Crystal Lake, Illinois 60014**

The Grantor certifies that this property is not subject to any homestead rights and the Grantor further certifies that Grantor resides at a different location. Grantee shall have and hold said premises forever.

Dated this 20th day of June, 2019.

AYAN PAPAD SHERPURA, INC., by its President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

*ABDULHAMID PATEL, its President

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that AYAN PAPAD SHERPURA INC BY *, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal, this 20th day of June, 2019.

(Seal)

OFFICIAL SEAL
MARLENE A. ROGOWSKI
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires March 16, 2021

Notary Public

Prepared By: Lysinski & Associates, P.C.
4418 N. Milwaukee Ave.
Chicago, IL 60630
Tel. (773) 777-9888
Fax. (773) 777-5888

MAIL TO: Louis Pissios
9 S County Street
Waukegan, Illinois 60085

Send subsequent tax bills to: Omni Petroleum, Inc
451 W. Virginia Street
Crystal Lake, Illinois 60014

AFTER RECORDING, MAIL TO:
SATURN TITLE, LLC
1630 W. HIGGINS RD.
SUITE 385
PARK RIDGE, IL 60068

Legal Description

Property Tax Identification Number: **19-06-280-012**
Property Address: **451 W. Virginia St., Crystal Lake, IL 60014**

LOTS 5 AND 6 IN BLOCK 2 OF THE ORIGINAL PLAT OF CRYSTAL LAKE, A SUBDIVISION OF PART OF THE EAST HALF OF THE EAST HALF OF LOT 1 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1840 IN BOOK B OF DEEDS, PAGE 128, IN MCHENRY COUNTY, ILLINOIS.

McHenry County Recorder JOSEPH J. TIRIO # 2019R0019078

RLI®
SURETY

P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

LICENSE AND PERMIT BOND

Bond No. LSM1774448

KNOW ALL MEN BY THESE PRESENTS:

That we, Omni Petroleum Inc DBA Mobil Crystal Lake,
451 W Virginia St
Crystal Lake, IL 60014

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the City of Crystal Lake, State of Illinois, Obligee, in the penal sum of One Thousand and 00/100 ($ 1,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) Retail Convenience Store by the Obligee.

NOW, THEREFORE, if the said 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 for a period commencing on the 5th day of June, 2023, and ending on the 5th day of June, 2024.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 5th day of June, 2023.

Principal
(Individual, Partner or Corporate Officer)

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By B. W. D.

Barton W. Davis Vice President

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1774448

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Omni Petroleum Inc DBA Mobil Crystal Lake

Obligee: City of Crystal Lake
(Valid only when a County. City. Town or Village is named as Obligee)

Type Bond: Retail Convenience Store

Bond Amount: $ 1,000.00

Effective Date: June 5, 2023

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"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 **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 5th day of June, 2023.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 5th day of June, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 5th day of June, 2023.

RLI Insurance Company

By: Jeffrey D Fick
Jeffrey D. Fick — Corporate Secretary

A0083221

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

Applicant Signature 06/02/2023 Date

MIRZA FAROOQ PRESIDENT
Printed Full Name Title

Applicant Signature Date

Subscribed and sworn to before me this

2 day of June, 2023.

Alaina Skurski
Notary Public

My commission expires: 12/27/25

(SEAL)

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

AFFIDAVIT

STATE OF IL)
) **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:

CHINTAN SURTI — Vice President

Printed Full Name — Title

[signature] — 6/6/23

Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

6 day of June, 2023.

[signature]
Notary Public

My commission expires: 12/27/2025

(SEAL)

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

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: City Code Amendment to Increase the Number of Class 1 Liquor Licenses – Applicant: Kirin King LLC, d/b/a Kirin King, 446 W. Virginia Street

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 1 liquor licenses from the currently permitted 6 license to 7 licenses, in order to allow for the issuance of a new Class 1 liquor license to Kirin King LLC, d/b/a Kirin King, 446 W. Virginia Street

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

Background:
Kirin King LLC, d/b/a Kirin King, 446 W. Virginia Street, has requested a Class 1 liquor license to sell alcohol at their new location.

Class 1 License 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 noon on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises.

The annual fee for such license shall be the sum of $1,350.

Current Class 1 License Holders:

Name	Address	Zoning
Da Baffone Cucina Italiana	111 N. Main Street	"B-4"
El Burrito	6236 Northwest Highway (The Commons S.C.)	"B-2 PUD"
Matt's Tavern	92 Railroad Street	"B-4"
Metro Bowl	77 Brink Street	"B-4"
Moe-B-Dick's North Shore Pub	1050 North Shore Drive	"B-2"
Outback Steakhouse	4751 Northwest Highway (Rose Plaza)	"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 License Fee

The attached Ordinance approves an increase in the number of Class 1 liquor licenses in order to allow the creation and the issuance of a new Class 1 liquor license to Kirin King LLC, d/b/a Kirin King, 446 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 1 License shall be increased from 6 to 7.

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

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

Draft

DATED at Crystal Lake, Illinois, this 20th day of June 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 20, 2023
APPROVED: June 20, 2023

Dear Mayor and Esteemed Members of the City Council,

I hope this letter finds you in good health and high spirits. I am writing to request your kind consideration and approval of the issuance of a liquor license to Kirin King Restaurant, located at 446 W Virginia Street, Crystal Lake, IL 60014. As a resident and supporter of our vibrant community, I believe that granting this license would greatly benefit both the restaurant and the local economy.

Kirin King Restaurant is a new establishment that has chosen Crystal Lake as its home. The restaurant aims to provide exceptional service, a unique dining experience, and contribute positively to our community. The addition of a liquor license would enhance the restaurant's offerings and provide customers with a wider range of choices to complement their meals.

Kirin King Restaurant is a new establishment that has chosen Crystal Lake as its home. The restaurant aims to provide exceptional service, a unique dining experience, and contribute positively to our community. The addition of a liquor license would enhance the restaurant's offerings and provide customers with a wider range of choices to complement their meals.

I would like to highlight several reasons why the approval of this liquor license is warranted:

1. Economic Growth: The issuance of a liquor license to Kirin King Restaurant would contribute to the growth of our local economy. As a new business, the restaurant would attract customers, generate revenue, and potentially create job opportunities, ultimately bolstering the local economy.
2. Enhanced Dining Experience: Offering alcoholic beverages would further enhance the dining experience at Kirin King Restaurant. It would allow customers to enjoy a wider variety of drink options that complement the restaurant's delicious cuisine, creating a more well-rounded and enjoyable dining experience.
3. Responsible Alcohol Service: Kirin King Restaurant is committed to upholding responsible alcohol service practices. The restaurant's management has outlined their plans to ensure the safety and well-being of their customers

by implementing strict staff training programs, monitoring alcohol consumption, and adhering to all local and state regulations.

4. Community Integration: Kirin King Restaurant has expressed a strong desire to actively participate in and support our community. The owners have shown enthusiasm for engaging in local events, supporting charitable initiatives, and collaborating with other businesses. Granting a liquor license to Kirin King would enable them to establish deeper roots in our community and contribute positively to its growth.

In light of these compelling reasons, I respectfully urge you to approve the issuance of a liquor license to Kirin King Restaurant. Their commitment to excellence, responsible alcohol service, and community involvement make them a deserving candidate for this privilege.

I trust that you will carefully consider my request and the positive impact it would have on both Kirin King Restaurant and our community as a whole. Thank you for your time and attention to this matter. Should you require any further information or have any questions, please do not hesitate to contact me.
Yours sincerely,

Yiyun lin
Owner
Kirin King LLC

LL23-000008
Liquor License

Applicant Name	Ziger Li
Applicant Email	[redacted]
Applicant Address	6126 scott ln crystal lake IL 60014
Applicant Company Name	Little Rice LLC
Applicant Company Address	1024 South McHenry Ave Unit Crystal Lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	[redacted]
Applicant Work Phone	
Application Type	New
License Classification	Class 01
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Kirin King LLC
DBA	Kirin King
Phone Number	7792209344
Contact Person Name	Ziger Li
Contact Person Email	[redacted]
Contact Person Address	6126 scott ln crystal lake IL 60014
Contact Person Company Name	Little Rice LLC
Contact Person Company Address	1024 South McHenry Ave Unit Crystal Lake IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	
Manager Name	Ziger Li
Manager Email	[redacted]
Manager Address	6126 scott ln crystal lake IL 60014
Manager Company Name	Little Rice LLC
Manager Company Address	1024 South McHenry Ave Unit Crystal Lake IL 60014
Manager Home Phone	
Manager Cell Phone	[redacted]
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	Manager -Ziger Li
Home Address	6126 Scott Lane
Does this officer have a middle initial?	1
Date of Birth	09/21/2000
Phone Number	[redacted]
Email	[redacted]
Officer Full Name and Title	Yiyun Lin -Manager
Citizenship	No
Does this officer have a middle initial?	1
Home Address	6126 Scott Lane Crystal Lake IL 60014
Date of Birth	06/11/2023
Phone Number	[redacted]
Email	
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Own
Has applicant made application for a similar license for premises other than described in this application?	Yes
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal 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	Yes

States, or any ordinance of the City in the conduct of his place of business.	
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	05/26/2024
Is your Surety Bond Continuous?	No
Surety Bond Expiration	05/26/2024
Check this box to confirm above statement	1
Payment Type	50% Installment

If not a Citizen, please submit Proof of legal US Residency: Green Card.jpg
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Letter to the Mayor and City Council.docx
Owner / Registered Agent Signature: signature.png
Proof of Liquor Liability Insurance: kirin King COI for City Liquor.pdf
Surety Bond ($1000 payable to City of Crystal Lake): Kirin king Bond for city liquor.pdf
Upload Certificate of Occupancy Click Here for form: Occupancy Certificate.jpg

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:

Yi Yun Lin — Owner
Printed Full Name — Title

yiyunlin — 06/14/2023
Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

14th day of June, 2023.

Notary Public

My commission expires: April 18, 2025

(SEAL)

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

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:

P. Ziger Li — Manager
Printed Full Name — Title

Y. Ziger Li — 6/14/23
Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

14th day of June, 2023.

M a. Nebel
Notary Public

My commission expires: April 18, 2025

(SEAL)

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2023

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: James Chen
Achieve Agency Inc 3500 S Morgan St, Unit 203 Chicago, IL 60609	PHONE (A/C, No, Ext): 630-582-1648 FAX (A/C, No): 630-582-1663 E-MAIL ADDRESS: leadways88@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance	
INSURER B : Hartford Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Kirin king LLC DBA Kirin King, 446 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 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: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	Q61 98723	05/26/2023	05/26/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS 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	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	83 WEC AV89245	05/26/2023	05/26/2024	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Liquor Liability	Y	Y	Q61 98723	05/26/2023	05/26/2024	Combined Single mit Limit	$1,000,000

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

Restaurant. Location: 446 W Virginia St, Crystal lake, IL 60014

CERTIFICATE HOLDER

City of Crystal Lake, IL
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

James Chen

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The ACORD name and logo are registered marks of ACORD

Liberty Mutual. SURETY

LICENSE OR PERMIT BOND

Bond No.: **999260167**

KNOW ALL BY THESE PRESENTS, That we, Kirin King LLC DBA Kirin King as Principal, of 446 W Virginia St, Crystal Lake, Algonquin Township, IL 60014, and the The Ohio Casualty Insurance Company, a New Hampshire corporation, as Surety, are held and firmly bound unto City of Crystal Lake Illinois, of 100 W. Woodstock Street, Crystal Lake, IL 60014, as Obligee, in the sum of One Thousand Dollars And Zero Cents ($1,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th day of May, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Liquor License by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☒ Until 26th day of May, 2024, or until the date of expiration of any Continuation Certificate executed by the Surety

   OR
   - ☐ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Kirin King LLC DBA Kirin King

By (X) _____
Principal

The Ohio Casualty Insurance Company

By _____
James Chen
Attorney-in-Fact

Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Kirin King LLC DBA Kirin King
Agency Name: ACHIEVE AGENCY, INC Bond Number: 999260167
Obligee: City of Crystal Lake Illinois
Bond Amount: ($1,000.00) One Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **James Chen** in the city and state of **Chicago, IL**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

The Ohio Casualty Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 26th day of May, 2023.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: City Code Amendment to increase the Number of Class 28 Liquor Licenses and to increase the Number of Video Gaming Licenses - Applicant: Soto Services Inc., d/b/a Chilo's Mexican Grill, 282 W. Virginia Street

Staff Recommendation:

1. Motion to adopt an Ordinance increasing the number of Class 28 Liquor Licenses from the current permitted 17 licenses to 18 licenses.

2. Motion to adopt an Ordinance increasing the number of Video Gaming License from the current permitted 17 licenses to 18 licenses.

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

Background:

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

The City has received a request from Soto Services Inc., d/b/a Chilo's Mexican Grill, for the issuance of a Class 28 Supplemental Liquor License and a Video Gaming License. The petitioner is requesting the supplemental Class 28 license in order to operate four video game machines in their establishment. Additional machines may be requested at a later date. The previous restaurant had a video gaming license and the petitioner will use the same area.

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

gaming location license issued by the Illinois Gaming Board and which also holds, for a period of not less than one year, a current and valid liquor license to sell alcoholic liquor at such bar or restaurant.

Application Review

City staff has reviewed the application from Soto Services Inc., d/b/a Chilo's Mexican Grill, and compared it to the City Code requirements. City staff has reviewed the application for completeness and determined that it meets all of the necessary conditions. The below table depicts the applicant's compliance with the City Code requirements:

Requirement	City Code Section	Compliance Status
The establishment is an eligible bar or restaurant.	268-3 Definitions	**Yes**. Restaurant
The establishment has held a liquor license for at least 12 months.	268-3 Definitions	**Yes**. The establishment has held a Class "4" Liquor License since 2019, and changed to a Class "22" this year.
Applicant submitted necessary documents, including site plan.	268-3 (C)	**Yes.**
Applicant has a State Video Gaming License.	268-3 (C)	**Yes. Expires 04/2025**
Applicant will be using a licensed video game terminal operator.	268-3 (C)	**Yes. Accel Entertainment**
The establishment is outside of the 100-foot radius of any church or school in the vicinity.	State of Illinois Requirement	**Yes**.
Location screening and supervision	268-3 (K)	**Yes.**
Signage	268-3 (N)	**Yes**. The terminals will not be visible from the street. There is no advertising of the availability of video gaming.
Applicant will be using an approved video surveillance system.	268-3 (O)	**Yes.** The terminal operator has provided video surveillance system specifications.
Video Gaming is incidental to establishment's business.	268-3 (P)	**Yes.**

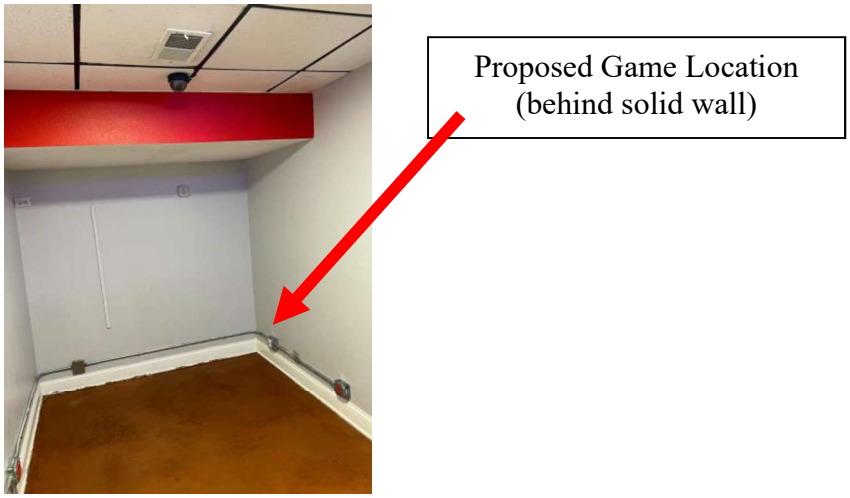
Site Plan Review

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

Votes Required to Pass:

Simple majority

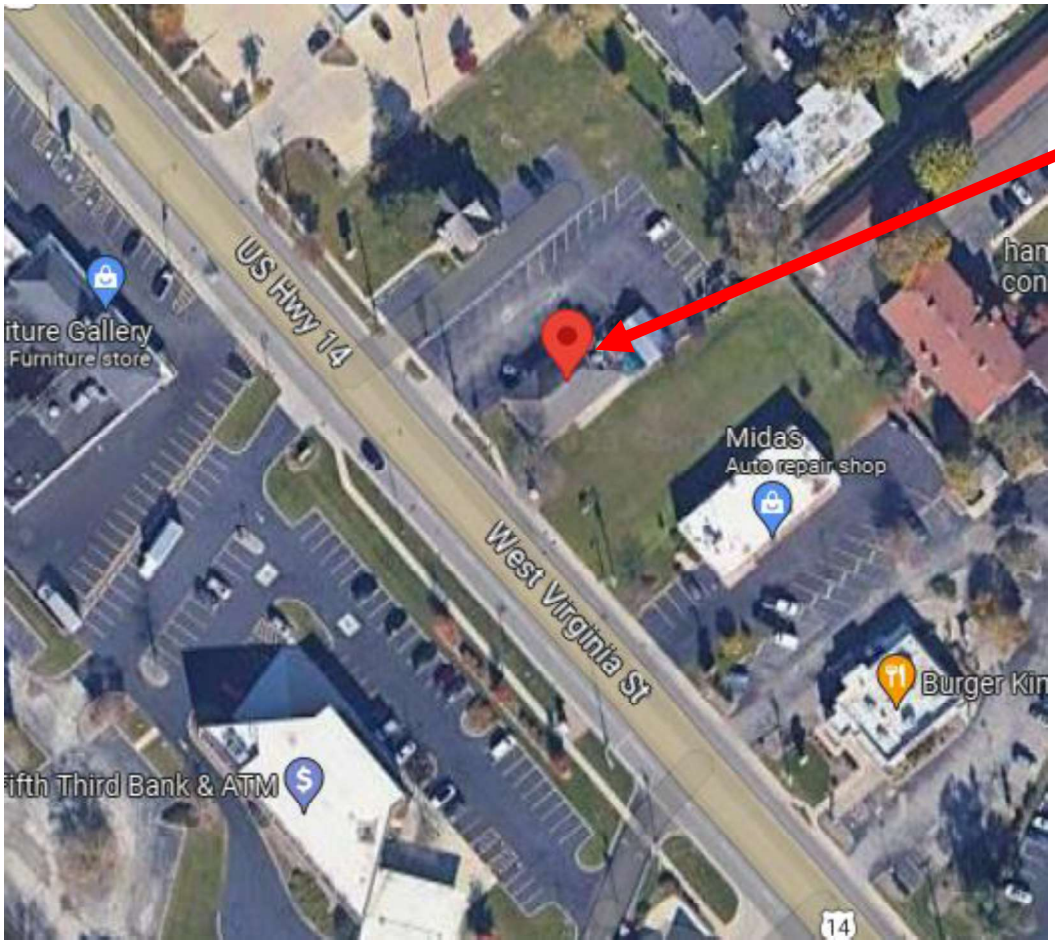
Proposed Video Gaming Area Location:





Proposed Site Plan: See Attached Drawing

Property in Question:



Ord. No.
File No. 255L

The City of Crystal Lake Illinois

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 28 License shall be increased from 17 to 18.

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 20th day of June, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: June 20, 2023
Approved: June 20, 2023

Draft

Ord. No.
File No. 255VG

The City of Crystal Lake Illinois

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Video Gaming Licenses shall be increased from 17 to 18.

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 20th day of June, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: June 20, 2023
Approved: June 20, 2023

Draft

CITY OF CRYSTAL LAKE

Application:
Video Gaming License and Terminal Permit

Required Submittals

- ☐ **Video Game Permit Application Fee ($1,000)**
- ☐ **Video Game Permit Terminal Fee ($500 per terminal)**
- ☐ **Copy of license application, and all supporting documents that were submitted to the Illinois Video Gaming Board.**
- ☐ **Copy of approved Video Gaming License from the State of Illinois**
- ☐ **Description of video gaming terminal to be operated.**
- ☐ **Site plan indicating the location of the video gaming terminal. (Terminals must be located in the most segregated area of the establishment.) If persons under the age of 21 will be allowed on the premises, the site plan must depict the manner in which access to the video gaming area will be restricted.**
- ☐ **Locations and specifications of video surveillance system.**
- ☐ **Copy of signed agreement with the terminal operator.**

☒ (New Applicant)
☐ (Renewal)

Date: 05/23/2023

Application for a Video Gaming License and Terminal Permit Application

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

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

Business Name: SOTO SERVICES INC	Phone #: 815-814-6601
Street Address: 282 W VIRGINIA ST CRYSTAL LAKE, IL 60014	Fax #:

Applicant Information
(Establishment Owner)

Name:	DELFINO RODRIGUEZ
DOB: 12/18/1978	Age: 44
Street Address: 9411 BIG BEN CR	Phone [redacted]
City, State, Zip: INDIANPOLIS, IN 46735	Email: SOTOSERVICESINC@GMAIL.COM

Applicant Information
(If additional owner information)

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

Contact Person

(If different than the Establishment Owner)

Contact Name: JEET SINGH	Phone #: 224-226-1541
Address: 3527 ELSIE LN HOFFMAN ESTATES IL 60192	Email: JEET.SINGH@SRIKCO.COM

Video Gaming Terminal Operator Information

Company Name: ACCEL ENTERTAINMENT	Phone #: 630-972-2235
Street Address: P.O. BOX 1218	Fax #:
City, State, Zip: BOLINGBROOK, IL 60440	Email:
Contact Name: MARK PECHOUS	Mobile #: 331-998-5178

Terminal Information - See attached

Illinois Gaming Board Terminal License Number	Serial Number for each Terminal
1. 220700872	1. Machine 1- Asset #528443 Model- WMS Blue Bird 2 (Video Gaming Terminal)
2. 220700872	2. Machine 2-Asset #513493 Model- IGT E20 (Video Gaming Terminal)
3. 220700872	3. Machine 3-Asset #580711 Model- Spielo Prodigy Vu (Video Gaming Terminal)

4th machine (?)

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

	✓
Bar	YES
Restaurant	YES
Will individuals under the age of 21 be allowed in the business premises?	YES

Melanie Nebel

From: Mark Pechous <Mark.Pechous@accelentertainment.com>
Sent: Monday, June 12, 2023 2:38 PM
To: Melanie Nebel
Subject: Re: [External Email]: Gaming Machine information

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

Hi Melanie. Here's the info on all the machines. I'm not sure which one you're missing. Sorry about that.

Machine 1- WMS Blue Bird 2- Asset # 5059298

Machine 2- IGT E20- Asset # 2116066

Machine 3- Spielo Prodigy Vu- Asset # 244153

Machine 4- Bally V22- Asset # B140504674

Redemption Terminal- NRT Quick Pay- Asset # 8120302343

Please let me know if you need anything else.

Mark Pechous
Relationship Manager



ACCEL ENTERTAINMENT
Licensed Video Gaming Terminal Operator

Mobile | 331.998.5178
Office | 630.972.2235
Fax | 630.863.7279
E-mail | Mark.Pechous@accelentertainment.com
Web | www.accelentertainment.com
Address | P.O. BOX 1218 Bolingbrook, IL 60440

The information contained in this email communication is intended only for the personal and confidential use of the designated recipient named above. This message may be an attorney-client communication, and as such is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, dissemination, distribution, or copying of the message is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone and/or reply email.

On Jun 12, 2023, at 1:52 PM, Melanie Nebel <mnebel@crystallake.org> wrote:

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

Hi Mark –

If you would please email me a list of terminals (IGB #, Model and Serial #) for Chilos. I have information on 3 machines, but not the 4th.

Thank you!

Melanie

Melanie Nebel | Executive Assistant | City Manager's Office <image899e40.PNG>

<image415993.PNG> <imageee6ed3a.PNG>

<image028872.PNG> | 100 W. Woodstock St. | Crystal Lake, IL 60014

Website: www.crystallake.org | Phone: 815-459-2020 x4084

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

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

VERIFICATION:

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

  _____

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

  _____

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

  _____

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

- 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. No, will not

Please sign below:

_____

Full Name **Title**

DELFINO RODRIGUEZ, PRESIDENT AND SECRETARY

Applicant Signature **Date**

Delfino Rodriguez 03/23/2023

Full Name **Title**

_____

Applicant Signature **Date**

AGREEMENT

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

DELFINO RODRIGUEZ, PRESIDENT AND SECRETARY

Full Name **Title**

Delfino Rodriguez 05/23/2023

Applicant Signature **Date**

Full Name **Title**

Applicant Signature **Date**

SURVEILLANCE CAMERA CONDITIONS

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

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

Applicant hereby agrees to these conditions: Yes **Date:** 05/23/2023

Applicant hereby agrees to these conditions: _____ **Date:** _____

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 AND SECRETARY — 05/23/2023
Name — Title — Date

Eleni Zela EZ
Name — Title — Date

Subscribed and sworn to before me this

25 day of May, 2023.

Eleni Zlazoski
Notary Public

ELENI ZELAZOSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 30, 2024

My commission expires: 4/30/24

■ (New Applicant)
☐ (Renewal)

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

Application for a Video Gaming Supplemental Liquor License
Class 28

Business Information:

Business Name: SOTO SERVICES INC	Phone #: 815-814-6601
Street Address: 282 W VIRGINIA ST CRYSTAL LAKE, IL 60014	Fax #:

Applicant Information
(Establishment Owner)

Name:	DELFINO RODRIGUEZ
DOB: 12/18/1978	Age: 44
Street Address: 9411 BIG BEN CR	Phon [redacted]
City, State, Zip: INDIANPOLIS, IN 46735	Email: SOTOSERVICESINC@GMAIL.COM

Applicant Information
(If additional owner information)

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

Contact Person
(If different than the Establishment Owner)

Contact Name: JEET SINGH	Phone #: 224-226-1541
Address: 3527 ELSIE LN HOFFMAN ESTATES IL 60192	Email: JEET.SINGH@SRIKCO.COM

Please Circle One

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

(Yes) No Have you held a Crystal Lake liquor license for at least 12 months?

License #: 2022-97

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

License #: 220700872

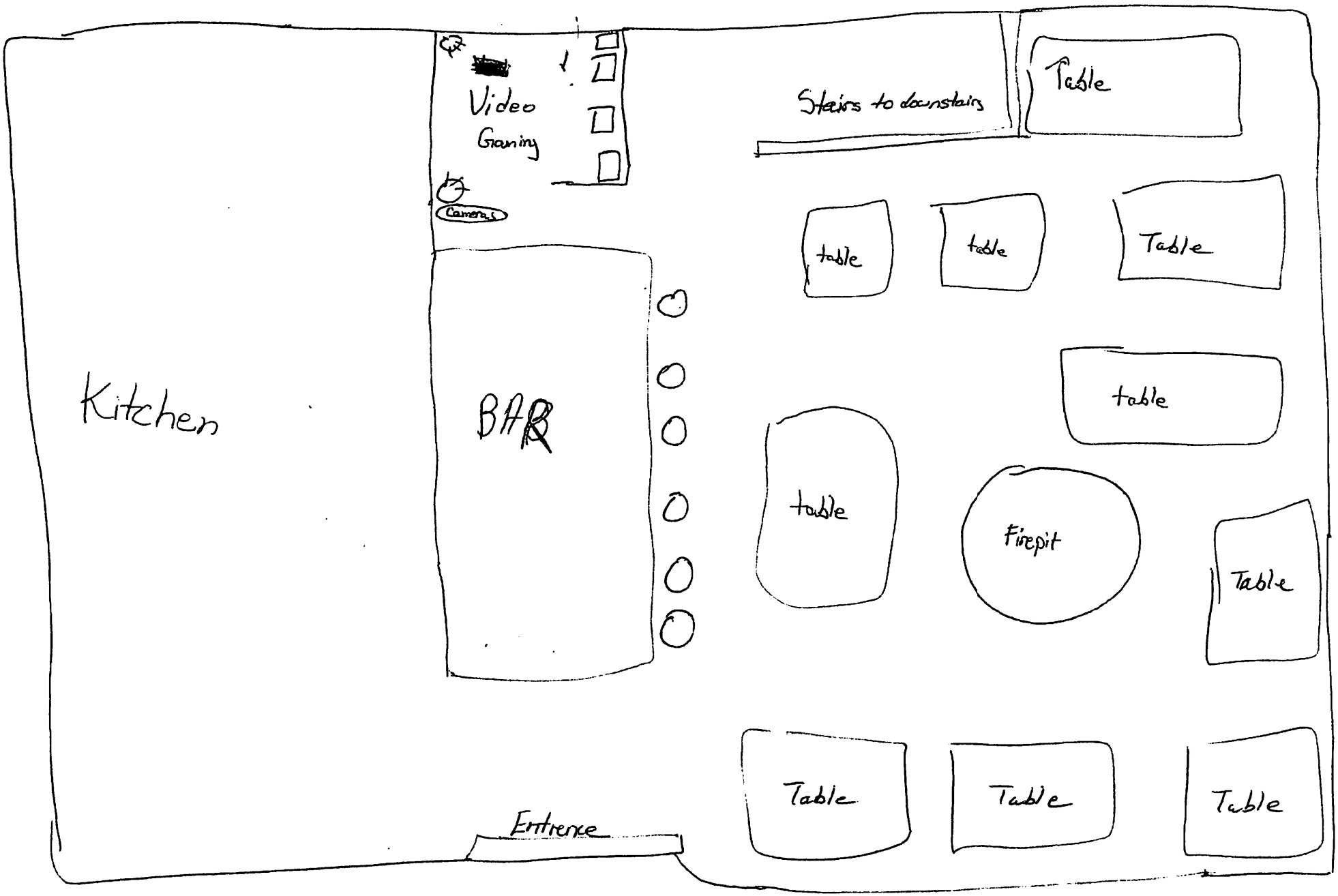
(Yes) No Does your establishment have a separate bar area for the purchase of alcohol?

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

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

Please sign below:

	PRESIDENT	05/23/2023
Name	Title	Date
Name	Title	Date


Video
Gaming
Cameras
Stairs to downstairs
Table
table
table
Table
Kitchen
BAR
table
table
Firepit
Table
Table
Table
Table
Entrence

U. S. Department of Justice
Criminal Division

Office of Enforcement Operations *Washington, D.C. 20530*

BAB:JRB:dec
CRM-159*11888

December 1, 2022

DELFINO RODRIGUEZ
SOTO SERVICES INC.
d/b/a CHILO'S MEXICAN GRILL
282 W VIRGINIA ST
CRYSTAL LAKE, IL 60014
Via E-mail: SOTOSERVICESINC@GMAIL.COM;MARK.PECHOUS@ACCELEN
Attention: DELFINO RODRIGUEZ

This is to confirm your registration for Calendar Year 2023 under the Gambling Devices Act of 1962 (15 U.S.C. §§ 1171-1178). This letter is not a license, and registration under the Gambling Devices Act of 1962 does not authorize any act that is not in accord with federal, state or local law.

This registration expires December 31, 2023. If you wish to re-register for Calendar Year 2024, you must re-submit to us all information required by the Act in order for us to process your request. Please register electronically by using our Request for Registration form available on our website at www.justice.gov/criminal/oeo/gambling. Also, when re-registering for 2024, your request cannot be dated/submitted to our office prior to December 1, 2023, and your registration will be effective on the date the full and correct information is received in our office.

Sincerely,

Brian A. Benczkowski
Assistant Attorney General

Dawn Cauraugh

By: Dawn Cauraugh
J. Robert Bryden, Acting Director
Office of Enforcement Operations
Criminal Division

EXCLUSIVE LOCATION AND VIDEO GAMING TERMINAL USE AGREEMENT

This Exclusive Location and Video Gaming Terminal Use Agreement (the or this "Agreement") entered into this 2 day of March, 2022 by and between Accel Entertainment Gaming, LLC, an Illinois limited liability company ("**Terminal Operator**") and Soto Services Inc., an Illinois Corp and licensed by the Illinois Liquor Control Board under the name Chilo's Restaurant ("**Licensed Establishment**").

RECITALS

Terminal Operator is or shall become a licensed Illinois Terminal Operator under the Illinois Video Gaming Act (the "**Act**"). Its address is: Accel Entertainment, P.O. Box 1218, Bolingbrook, IL 60440. Licensed Establishment, with permit # IA-1143821, is or shall become a licensed Illinois Licensed Establishment, under the Act. Its registered address is: 282 W Virginia Street, City: Crystal Lake IL Zip: 60014

AGREEMENT

Terminal Operator and Licensed Establishment agree that Terminal Operator will be the sole and exclusive party to provide for the Licensed Establishment: (i) video gaming terminals, software and related software and hardware ("**Gaming Property**"); (ii) accounting and reporting functions as required by the Act and Illinois Gaming Board Rules ("**Rules**"); and (iii) placement of non-gaming but related devices i.e. video surveillance system, ATM/cash station machines and/or redemption machines (and to replace all such existing machines upon their next contracted termination date) and seating furniture ("**Related Property**"). Licensed Establishment hereby appoints Terminal Operator its sole and exclusive agent to affect the above. Licensed Establishment shall have no ownership rights in either Gaming Property or Related Property. _____ will continue operating all current non-gaming relationships. In the event that Licensed Establishment has entered into a prior agreement with another party with respect to Gaming Property, this Agreement will become effective immediately upon termination of a prior agreement for any reason.

PURSUANT TO SECTION 1800.270 OF THE RULES, Licensed Establishment shall comply with the duties and responsibilities of licensed video location and will allow terminals to be placed in its location in a prominent, approved location consistent with the Rules and Regulations and will take all reasonable measures to provide for the terminals' proper use and safety. Terminal Operator is not responsible for: (i) any wear and tear of premises caused by video games; or (ii) liability caused after the proper installation or during the operation of video games on premises. Licensed Establishment shall hold harmless and indemnify Terminal Operator for any and all liability seen and unforeseen following such installation and during the operation of the Gaming Property and Related Property. Terminal Operator shall have the right to offset any losses or liabilities against monthly payments owed Licensed Establishment.

PURSUANT TO SECTION 60(d) OF THE ACT, Licensed Establishment understands and agrees to abide by all rules and regulations with respect to the "bank" as required by the Illinois Gaming Board.

PURSUANT TO SECTION 25(c) OF THE ACT, Terminal Operator and Licensed Establishment shall split after tax profits 50% - 50% (the "**Split**").

PURSUANT TO SECTION 60(a) OF THE ACT, a tax must be paid to the State of Illinois prior to the Split.

This Agreement is effective upon signing and shall have an initial term ending eight years from the Effective Date. The "Effective Date" of this Agreement shall be (i) the date in which the installed terminals at said Licensed Establishment go live with Accel Entertainment ("Live Date") or (ii) if Licensed Establishment is currently live with Accel Entertainment, the date in which the current term of the Accel Agreement expires. At the termination of this Agreement, Licensed Establishment shall provide reasonable access to its establishment for Terminal Operator to remove the Gaming Property and Related Property. Licensed Establishment represents and warrants that execution and performance of this Agreement will not constitute a breach of any other agreement for the placement of Gaming or Related Property.

This Agreement may be filed with the Recorder of Deeds and/or pursuant to the Illinois Uniform Commercial Code. This Agreement is the sole and entire Agreement between the parties hereto.

This Agreement shall be binding upon and inure to the benefit of the representative legal representatives, successors and assigns of the parties hereto. This Agreement shall NOT terminate in the event of a sale or relocation of the Licensed Establishment, and a successor of the Licensed Establishment shall be obligated hereunder during the remaining term of this Agreement, subject to the consent of the Terminal Operator to continue this Agreement, which shall not be unreasonably withheld.

PURSUANT TO SECTION 25(c) OF THE ACT, the Parties acknowledge it is a violation of the Act to offer anything as an inducement for the procurement of a location. NO INDUCEMENT - The Parties expressly acknowledge that nothing of value was offered or received in exchange for the execution of this Agreement.

PURSUANT TO SECTION 1800.320 OF THE RULES, the Parties agree to indemnify and hold harmless the state of Illinois, the Illinois Gaming Board and its agents relative to any cause of action arising from this Agreement or an opt out.

Terminal Operator may freely assign and/or transfer this Agreement and its rights and/or obligations hereunder, subject to the Act. Terminal Operator may not assign or transfer its rights and/or obligations hereunder except (a) to another licensed terminal operator, or (b) as may otherwise be permitted by the Act. Terminal Operator shall provide Licensed Establishment with notice in the event of an assignment of this Agreement.

Licensed Establishment will be released from any continuing contractual obligation to Terminal Operator in the event that Terminal Operator has its license revoked or denied, has its renewal denied, or surrenders its license.

The date of installation will be based on the best reasonable efforts of Terminal Operator. Terminal Operator reserves the right to remove the Gaming and Related Property in its sole discretion.

THIS AGREEMENT IS SUBJECT TO REVIEW AND APPROVAL BY THE ILLINOIS GAMING BOARD. THE PARTIES AGREE TO MODIFY ANY PROVISION AS DIRECTED BY THE ILLINOIS GAMING BOARD, INCLUDING RESIGNING A NEW CONTRACT TO COMPORT WITH ANY CHANGES IN LEGISLATION AND/OR ILLINOIS GAMING BOARD RULES AND REGULATIONS.

The parties state that they are duly authorized and empowered to execute this Agreement on the date first written above.

By signing this Agreement, Licensed Establishment acknowledges it has not signed any other agreement that would interfere with the validity of this Agreement.

"TERMINAL OPERATOR"

By: _____

Printed Name: Andrew Rubenstein

Accel Entertainment Gaming, LLC

Title: Manager

Date: 3/2/2022

SALES AGENT PROCURING AGREEMENT*: (Print Name): Viviana Cortes

(Print Name): _____

"LICENSED ESTABLISHMENT"

By: X Delfina Rodriguez

Printed Name: Delfina Rodriguez

Title: President/owner

Date: 3/2/2022

(Signature): _____

(Signature): _____

*If soliciting through an entity, please print entity name in addition to individual name.

Licensed Establishment Initials (*verifying that Sales Agent procuring Agreement printed and signed above is present at the time of signing*): DR

ILLINOIS GAMING BOARD

JB Pritzker • *Governor* Charles Schmadeke • *Chairman* Marcus D. Fruchter • *Administrator*

160 North LaSalle ♠ Suite 300 ♣ Chicago, Illinois 60601 ♥ tel 312/814-4700 ♦ fax 312/814-4602

May 02, 2023

Soto Services Inc. - 220700872
d/b/a Chilo's Mexican Grill
282 w. Virginia St
Crystal Lake, IL 60014
Via email: sotoservicesinc@gmail.com

Re: Video Gaming Establishment Annual License Certificate

On April 27, 2023, the Illinois Gaming Board adopted a motion to grant Soto Services Inc., d/b/a Chilo's Mexican Grill, a Video Gaming Establishment License effective for a period of two (2) years expiring in April 2025. We have received your $100.00 annual license fee. Your license certificate is enclosed.

Although you have been granted this license, you are not eligible to conduct video gaming until you complete the following (some of which may already have been completed by your location):

- You must have entered into a written use agreement, which complies with Section 320 of the Board's Video Gaming Rules, with a Licensed Terminal Operator; and
- The placement of Video Gaming Terminals in your location must adhere to Section 58 of the Video Gaming Act and Sections 270 and 810 of the Board's Video Gaming Rules.

Please note, you are required to display your license certificate at your establishment. As a licensee, you have a continuing duty to promptly disclose all changes in information provided in your application, including any ownership changes; Video Gaming Manager changes; and arrests or criminal charges, regardless of the outcome.

Sincerely,

Marcus D. Fruchter
Administrator

STATE OF ILLINOIS

ILLINOIS GAMING BOARD

VIDEO GAMING ESTABLISHMENT LICENSE

Soto Services Inc. - 220700872
d/b/a Chilo's Mexican Grill
282 w. Virginia St
Crystal Lake, IL 60014

License No:	220700872
Date Issued:	04/27/2023
Expiration Date:	04/2025

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

Marcus D. Fruchter
Administrator

Leo

VGT LAYOUT SPECIFICATIONS

DATE 05/24/22 RM Mark Pechous ROUTE OPERATOR _____

LOCATION NAME Chilo's Restaurant

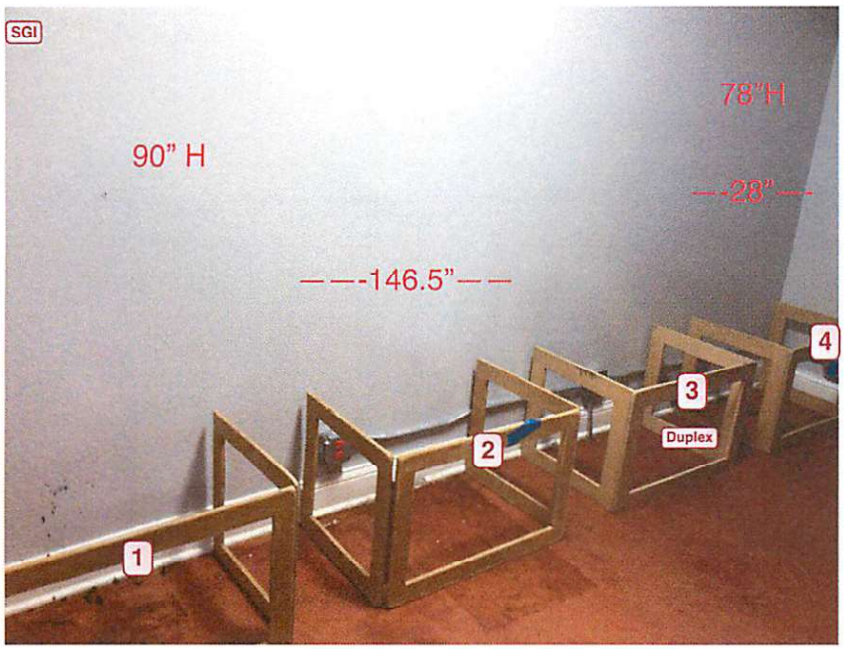
ADDRESS 282 West Virginia Street Crystal Lake, IL 60014 PHONE _____

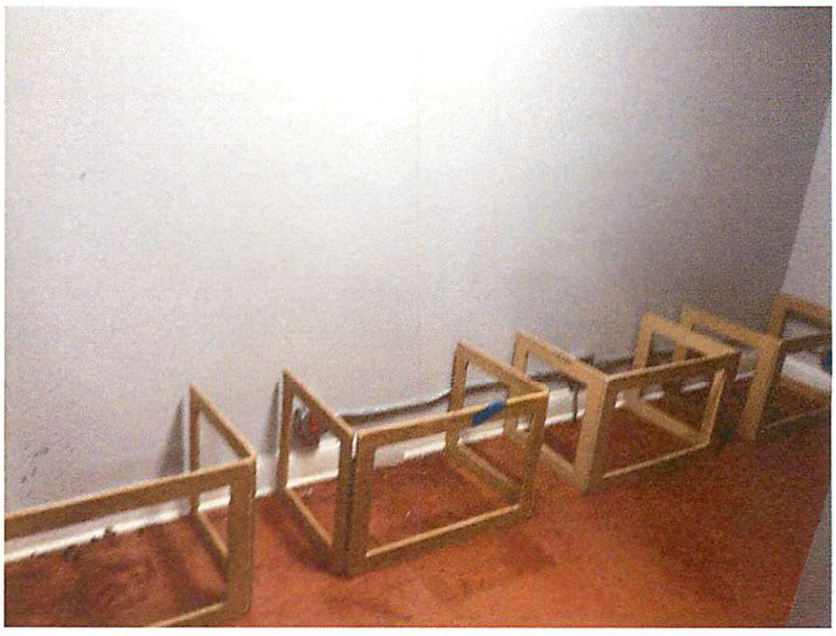
VIDEO GAMING MANAGER _____ PHONE _____

ELECTRICIAN _____

# OF VGTs	4	CEILING TYPE	DROP 90"
FAN BASE #		ANCHORING SURFACE	CONCRETE
# OF SPACERS	3	ANCHORING SUBSTRATE	CONCRETE
SIZE OF SPACERS	10"	SLAB	NO ATTIC

PICTURE OF GAMING AREA **NO STEPS**





VGT LAYOUT SPECIFICATIONS

SERVICE PANEL LOCATION BASEMENT
SERVICE PANEL BRAND SQUARE D
ROOM ON PANEL YES
SURFACE MOUNT CONDUIT YES

PICTURE OF ELECTRICAL SERVICE PANEL

PANEL LOCATED ON LOWER LEVEL
LESS THAN 40' PIPE RUN



PICTURE OF REDEMPTION AREA

NRT

NO STEPS

CONCRETE FLOOR



Melanie Nebel

From: Mark Pechous <Mark.Pechous@accelentertainment.com>
Sent: Thursday, June 8, 2023 12:05 PM
To: Melanie Nebel
Cc: Inderjeet Singh; sotoservicesinc@gmail.com
Subject: Surveillance Specs

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

Good afternoon,

Hi Melanie. Please see specs below regarding the surveillance system that we install. We can make available video footage for the liquor commissioner, police department, and other governmental agencies. Once you review, please let me know if that system will work.

Thank you,

Sent via the Samsung Galaxy Z Fold3 5G, an AT&T 5G smartphone
Get Outlook for Android

Mark Pechous
Relationship Manager

ACCEL ENTERTAINMENT
Licensed Video Gaming Terminal Operator

Mobile | 331.998.5178
Office | 630.972.2235
Fax | 630.863.7279
E-mail | Mark.Pechous@accelentertainment.com
Web | www.accelentertainment.com
Address | P.O. BOX 1218 Bolingbrook, IL 60440

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From: Ralph Hansen <RalphH@accelentertainment.com>
Sent: Thursday, June 8, 2023 11:10:01 AM
To: Mark Pechous <Mark.Pechous@accelentertainment.com>
Subject: Lorex Specs

Mark,
Here's the specs for the Lorex model we use.

24 Technical Specifications

24.1 General

Video Transmission Technology	IP
Channels	8 Channels

24.2 Inputs/Outputs

Video Input	8 ch: 8 × PoE
Video Outputs 1	1 × VGA/1 × HDMI
Audio Input	1 ch: RCA type
Audio Output	1 ch: RCA type

24.3 Display

Display Output Resolution	Up to 4K UHD, Auto Detect
Live Display	8 ch: 1,4,8
Live Display Speed (Max)	8 ch: 240fps NTSC/200 fps PAL
OSD	On/Off
System Navigation	USB Mouse

24.4 Recording

Recording Resolution	4K (8MP)/5MP/4MP/3MP/1080p/720p
Recording Frame Rate	8ch: 240fps up to 4K
Recording Scheduling	Per Channel: Continuous/Motion/Smart Motion (Person & Vehicle)/Area/Alarm/ Day/ Hour
Back–up File Format	DAV/ASF/AVI/MP4
Video Compression	H.265/H.264

24.5 Playback

Simultaneous Playback	Up to 4 channels, synchronized
Playback Speed	Variable Max 16×
Search	By Time/Date, All Motion Events or Smart Motion (Person & Vehicle), Area Search

24.6 Storage

Hard Drive Bays	1 Bay
Hard Drive Capacity	Up to 8TB (SATA)
Backup Media	USB Flash Drive & USB HDD

24.7 Special Features

Smart Motion Detection	Person and Vehicle Smart Motion Detection [2]
Smart Search	Yes
Third Party Integrations	Google Assistant™, Amazon Alexa™ [3]

24.8 Smart Home

Amazon Alexa	Yes

Google Assistant	Yes
Streaming Options	Chromecast, Apple TV, Amazon Echo Show, Google Home Hub

24.9 Connectivity

Mobile Viewing [4]	Android, iOS
Compatible App	Lorex Home™
PC/MAC Remote Viewing	Yes/Lorex Cloud
Email Notification	Text and Snapshot
Network Interface	10/100 Base-TX, RJ45
Network Bit Rate	80Mbps total, 48~8192kbps per camera
DDNS	Yes (Optional)
USB Interface	USB 2.0 × 2

24.10 Additional Specifications

FW Upgrade	USB/Network
Watchdog Function	Yes
Power Consumption	Approx. 8.3W (without HDD)
Supply Voltage	100VAC-240VAC, 50/60Hz, DC48V/2A
Total PoE Power Output	PoE: Max 25.5W for single port, 80W total
Unit Dimensions (W × D × H)	12.9 × 9.6 × 2.1" (328 × 245 × 53 mm)
Unit Weight	2.75lbs (1.26kg) (without HDD)
Operating Temperature	14° ~ 131°F / -10° ~ 55°C
Humidity	10 ~ 90% RH

Disclaimers:

1. HDMI output supports 4K HD for high definition multi-channel live or recorded video viewing. Image quality and resolution is dependent on the type of camera connected to the NVR, as well as TV/monitor resolution.
2. Compatible with certain Lorex IP cameras only. For a list of compatible cameras please visit lorex.com/compatibility

3. Controlling certain features in your security system requires a compatible smart device. Availability and performance of certain features and services are smart device dependent and may not be available in all areas or networks. For compatibility, features, and instructions visit lorex.com/SmartHome
4. Both firmware and software must be updated to latest version to ensure remote connectivity.

© 2019, Lorex Corporation. All rights reserved.

Ralph Hansen
Preventive Maintenance Supervisor
Ralph Hansen
Preventative Maintenance Supervisor

ACCEL ENTERTAINMENT
Licensed Video Gaming Terminal Operator

Mobile | 630.453.0020
Office | 630.972.2235
Fax | 630.863.7279
E-mail | RalphH@accelentertainment.com
Web | www.accelentertainment.com
Address | P.O. BOX 1218 Bolingbrook, IL 60440

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Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: COUNTY ZONING REQUEST

Ridgefield Road (north of Route 14 and east of McHenry County College)
City of Crystal Lake

Recommendation: Motion to request conditions of approval be applied to the proposed Conditional Use Permit to allow for a commercial solar energy facility directing staff to proceed with providing a letter to the County Hearing Officer.

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

Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question is zoned "A-1" Agriculture District and consists of approximately 21.7 acres. Currently, the subject property is used for 100% row crop agriculture.
- The subject property is surrounded by County zoning district "A-1" Agriculture District zoning and City of Crystal Lake zoning district "W" Watershed to the north, County zoning district "A-1" Agriculture District zoning to the south, County zoning district "I2" Heavy Industrial District zoning to the east, and County zoning district "A-1" Agriculture District zoning and City of Crystal Lake zoning district "W" Watershed to the west.

Request:

- The petitioners are requesting a ground-mounted solar farm facility. The existing site is currently used as farmland and is mostly flat with little vegetation and no structures.
- The County requires a Conditional Use Permit for Solar Farms in the "A-1" Agriculture, "O" Office/Research, "I-1" Light Industrial and "I-2" Heavy Industrial zoning districts. The City of Crystal Lake requires a Special Use Permit in the F Farming, M-L Limited and M Manufacturing zoning districts.

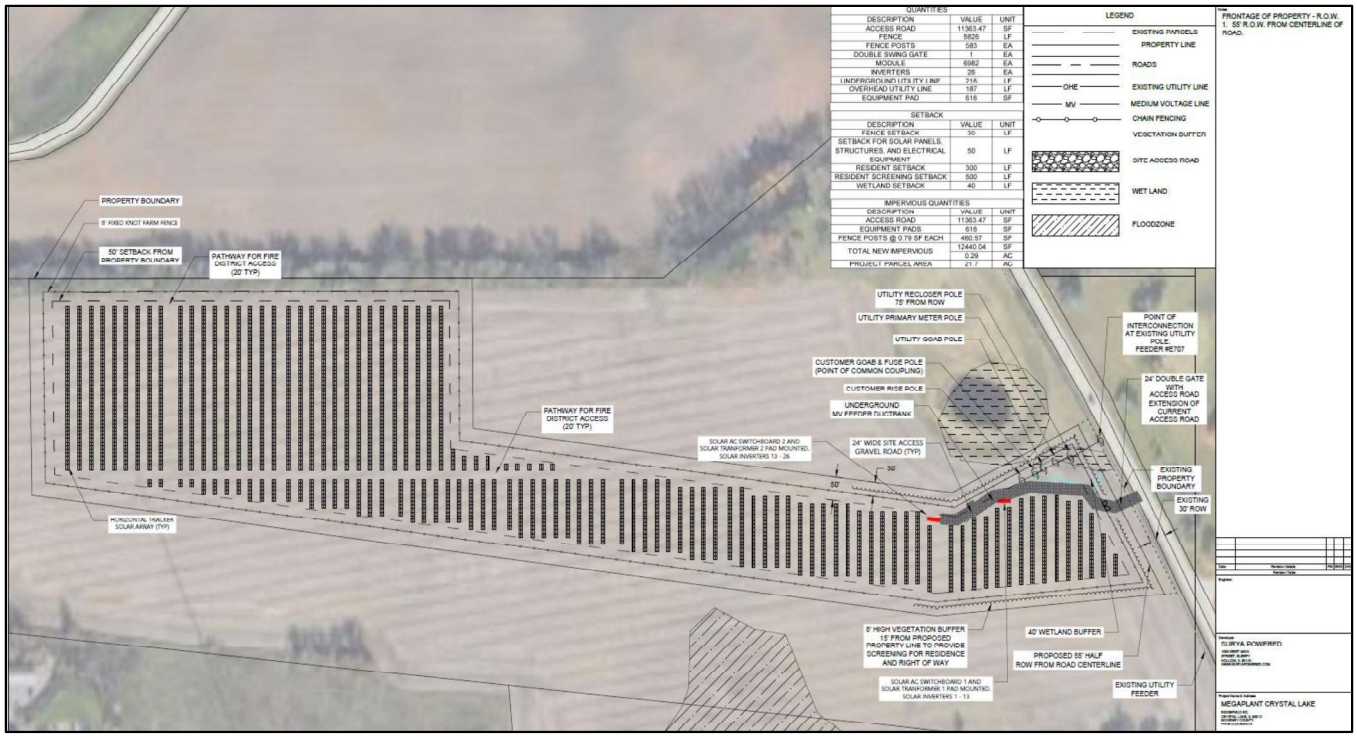
- Height: The solar array will be no more than 15 feet in height at full tilt.
- Location: The structures meet all County setback requirements. There are no residences within 500 feet of the facility, and there will be little traffic as the site is monitored remotely 24/7.
- Safety/Security: There will be an 8-foot tall fence around the perimeter with an 8-foot tall vegetation buffer in some areas.
- Sound/Glare: The maximum decibel level for the system is 50 decibels at the property lines. There will be no customers at any time, and only 3-5 employees and 1-2 vehicles approximately 2-3 times a year for maintenance. The panels are designed to absorb light and will have an antireflective coating.
- Landscaping/Maintenance: Low-profile native vegetation will be planted.
- While the proposed solar farm does not meet the City's Limited and Special Use Criteria for Solar Farms per Section 2-400C.74 of the UDO, minor changes could be made to meet the required standards listed below.

    a. The entire project site shall be surrounded with landscape and a fabric-wrapped chain link fence, which would screen the property from any roadways or public driveways. **Does not meet.**
        - Proposed: The site is surrounded by an 8-foot tall fixed knot farm fence and provides an 8-foot tall vegetation buffer 15 feet from the property line at the front of the site. There appears to be ample room for landscaping as the site maintains a 50-foot setback from the property boundary on all sides.

    b. The grounds in and around the panels shall be repurposed for wildflowers or agriculture. A landscape plan is required. **Meets.**
        - Proposed: The County requires prior to construction, the operator shall prepare a landscape monitoring and maintenance plan to ensure the establishment and continued maintenance of the native prairie species, all installed landscape screening, and all existing vegetation that provides required landscape screening.

    c. One ten-foot-wide paved drive shall provide access around the entire site. **Does not meet.**
        - Proposed: The project includes a 20-foot unpaved access around and throughout the site for access.

- The County's 2030 Land Use Plan identifies the subject property as residential.
- The property is within the Crystal Lake Watershed, staffis requesting that a condition of approval be proposed to the County for the request.
- The McHenry County Stormwater Ordinance requires that any regulated development that disturbs more than 20,000 square feet of land must comply with a portion of the Crystal Lake Watershed Requirements.



Staff Recommendation: Proceed with a letter requesting the following conditions be applied to the zoning approval:

1. Inspection manholes shall be placed on the property line at the upstream and downstream ends of the main drain tile that runs directly through the property.
2. The entire project site shall be surrounded with landscape and a fabric-wrapped chain link fence, which would screen the property from any roadways or public driveways.
3. One ten-foot-wide paved drive shall provide access around the entire site.

Votes Required to Pass: A simple majority.

PIQ Map
Ridgefield Road
(North of Route 14 and East of McHenry County College)
Immediately Adjacent to City Limits



McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

June 21, 2023, 1:30 PM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Pages

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **NEW BUSINESS / PUBLIC HEARING**
   - 3.1 2023-003 Surya Powered LLC, Dorr Twp, A1-A1C — 2
4. **OLD BUSINESS**
5. **PUBLIC COMMENT**
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. **ANNOUNCEMENTS**
7. **ADJOURNMENT**

Crystal Lake, Illinois

Solar Farm Proposal

Prepared for the Department of Planning & Development of McHenry County, Illinois

1039 W. Main St.
Sleepy Hollow, IL, 60118
www.suryapowered.com

Adam Wallen, Planning & Development Director
McHenry County
667 Ware Rd.
Woodstock, IL, 60098

Special Use Permit- Project Narrative
Proposed 4.959-MWdc Ground - Mount Solar Farm

Applicant: Surya Powered LLC.
Project Name: MegaPlant Crystal Lake
Location: Ridgefield Rd. Crystal Lake, IL, 60012. Parcel #13-25-400-015

Dear Mr. Wallen, Members of the County Planning & Zoning Commission, and the Village Board:

On Behalf of Surya Powered LLC's - MegaPlant Crystal Lake Solar project, please find enclosed and below is our:

- Project narrative with project details
  - Construction Plan
  - Development Schedule
  - Noise & Glare
  - Stormwater, Wetlands, Floodzones
  - Decommissioning
  - Insurance
  - Monitoring & Maintenance
  - Interconnection
- Special Use Permit Application Packet
  - Special Use Permit Application
  - Comprehensive Site Plan
  - Three-Line Diagram & Plan Set
  - Plat of Survey
  - IDNR report
  - NRI Receipt

Company Background

Surya Powered is a local solar development company headquartered in Illinois. Both owners, Tej Patel of 513 S. Damen Ave, Chicago, IL, 60612 and Akshar Patel of 1111 S. Wabash Ave, Chicago, IL, 60605 started the company to support Illinois' long term energy transition plan. Since then, the company has focused majority of its efforts on community supply projects to make solar more accessible and affordable.

1039 W. Main St.
Sleepy Hollow, IL, 60118
www.suryapowered.com

I. Project Narrative:

Surya Powered LLC is requesting an approval for a Special Use Permit to allow for development of a, 4.959MW (DC) ground-mounted distributed generation solar farm facility on an existing farmland parcel of approximately 21.7 acres located East of McHenry County College off Ridgefield Rd. Crystal Lake Illinois Parcel No. 13-25-400-015.

The current parcel is used for 100% row crop agriculture. The existing site conditions include flat, open land with minimal vegetation and no existing structures. The parcel of land will need to be prepped for development which includes minimal excavation for underground wiring and electrical infrastructure.

The construction of the facility will be approximately 20-30 employees, over 3-6 months, with heavy equipment operators and 8-12 vehicles. Once construction is complete, there will be no employees on-site outside the occasional 3-5 employees, two or three times a year, with 1-2 vehicles, for potential maintenance. The facility will attract no customers at any time and traffic to the facility will be very minimal once completed. There will be no on-site parking provided as there will be no daily traffic.

There will be no public restrooms and a drain tile study will be completed prior to construction. Any stormwater runoff from the site will be managed in a manner that complies with local regulations and protects the surrounding environment.

In your review of this Special Use Permit Request, we ask that staff, the Zoning Board of Appeals (ZBA), Planning, Environmental, & Development Committee, McHenry County Hearing Officer (MCHO), Staff Plat Review Committee (SPRC), and the County Board to consider the following:

Project Components:

- Solar Modules (I.E panels) are mounted on a fixed-tilt racking system, there are approximately 9,100 modules proposed to be installed;
- At full tilt, the height of the solar array will be no more than fifteen (15) ft. in height;
- The solar panels are treated with anti-reflective coating to minimize glare;
- The racking is placed on Steel I beams. Concrete foundations are not anticipated;
- The system will be remotely monitored, thus bringing little to no traffic to the area;
- Electrical cables will be installed underground for the entire project with exception of a series of poles necessary to interconnect with the ComEd grid near Ridgefield Rd;
- Perimeter of the facility will have fencing up to 8 ft. in height and will comply to NEC standards;
- Location proposed has no residence within five hundred (500) ft. of the facility;
- Location of proposed structures are in compliance with County setback requirements;
- No existing or historical flood zone(s) or wetlands exist on the parcel of land and will comply to stormwater management ordinance;
- The inverter and transformer(s) will be located on a concrete equipment pad;

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II. Construction

The construction of MegaPlant Crystal Lake will be in three major phases, site preparation, installation, and final testing.

- Phase I - Site Preparation
  - Site preparation will remove current crops, grading and filling temporary access roads, implementing measures outlined in SWPPP for erosion control, and disposing of any debris.
- Phase II - Installation
  - Site installation will excavate and install conduits for wiring, build and ground racking, install project BoS (Balance of system) including transformers, inverters, utility poles, switchgears, and modules.
- Phase III - Testing
  - Site testing will include utility interconnection, equipment testing, and finalizing the facility prior to energization or COD (commercial operation date).
  -

MegaPlant Crystal Lake is projected to bring in 20-30 jobs during construction. Most jobs will be local, but some may be brought in if the skill set required is not available. Typical jobs created include construction jobs - I.E equipment operators, electricians, fence installers, laborers, and construction managers.

Parking

During the construction phase, we will attempt to work with local businesses to utilize their parking lot for our installation crews, delivery trucks (as needed), and construction and supervision personnel.

Signage

As per the county policy a sign will be posted providing the name of the operator and a phone number to be used in case of an on-site emergency. To provide safety and support good practices, labeling of electrical equipment requires internal signage. All signage will be in compliance with local and state regulations.

Site Access

An unpaved access road will be built from the public road to the Project (identified in the site plot). This provides necessary access for construction, regular mowing and maintenance activities, and decommissioning of the Project, while minimizing impact to adjacent land uses. The road also provides access in the unlikely event that emergency crews are needed onsite.

III. Development Schedule

Anticipated construction is Fall 2023 depending on several factors with the duration of construction approximately being 3-6 months. The approximate timeline for phase I - site preparation is 20-30 days, phase II - installation is 90-120 days, and phase III - testing is 30 days. Timeline is subject to change due to potential engineering setbacks and potential changes in construction design. We expect majority of the construction work will be completed within seven (7) weeks.

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IV. Noise & Glare

Noise generated by the solar system will not exceed 50 decibels measure at the property boundaries. The facility will use premium solar modules which are manufactured to the highest quality, performance, and lifespan. These solar modules are designed to absorb light and have an antireflective coating that minimizes reflected light, which is less than many natural features, including water, snow, crops, and grass. There will be no material impacts from glare generated by the solar modules.

V. Stormwater/Wetlands/ Flood zones:

Surya Powered will obtain a stormwater permit (if applicable) prior to construction. Of which will follow the requirements set forth below to mitigate stormwater pollution.

The SWPPP will include the following:

- Storm water mitigation and management resources
- Wetland impacts (if any)
- Temporary erosion prevention measures
- Temporary sediment control measures
- Permanent erosion and sediment control measures, if needed
- Best management practices (BMPs) regarding erosion control
- Inspection and maintenance
- Pollution prevention measures

No wetlands or historical flood zones exist within the boundaries of the parcel.

VI. Decommissioning

The Solar Farm is made up of many recyclable materials, including glass, semiconductor material, steel, aluminum, copper, and plastics. When the Solar Farm reaches the end of its operational life, the component parts will be dismantled and recycled as follows: We will decommission and restore the site at our own expense. The decommissioning process will begin at the end of the project's useful life or if the Solar Farm has not been in operation for six months. During decommissioning, the Solar Farm components will be carefully dismantled and removed using minimal impact construction equipment, and the materials will be recycled or disposed of safely. Surya Powered will bear all the costs associated with decommissioning. Additionally, an Agricultural Impact Mitigation Agreement (AIMA) will be signed by Surya Powered and the Illinois Department of Agriculture before construction of the Solar Farm begins. The AIMA outlines standards for decommissioning solar facilities that all commercial solar energy systems in Illinois must follow.

Removal Process

The decommissioning process for the Solar Farm will be carried out in the reverse order of installation:

1. The solar system will be disconnected from the utility power grid.
2. PV modules will be disconnected and removed.
3. Electrical cables will be removed and recycled off-site.
4. PV module racking will be removed and recycled off-site.

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5. PV module support posts will be removed and recycled off-site.
6. Electrical devices, including transformers and inverters, will be removed, and recycled off-site.
7. Concrete pads will be removed and recycled off-site.
8. Fencing will be removed and recycled off-site.
9. Soils in the access driveway and equipment pad areas will be reclaimed by removing imported aggregate material and concrete foundations and replacing them with soils as needed.

Upon decommissioning, the Solar Farm site may be converted to other uses in accordance with applicable land use regulations. There will be no permanent changes to the site, and it will be returned in excellent condition.

Decommissioning Sureties

If Applicable, prior to construction Surya Powered will submit an engineer's estimate of cost for decommissioning the solar farm and restoring the site in accordance with the approved decommissioning plan. Upon review and approval by the Zoning Enforcement Officer of the estimate, the operator shall obtain a bond, letter of credit, or other form of surety acceptable to the County to be held by the Department of Planning and Development in the amount of one hundred fifty percent (150%) of the estimate, to cover the cost of decommissioning as well as inflation cost in future years. The value of the surety shall not be reduced based on the salvage value of any materials or equipment.

During the operation of the facility, a new engineer's estimate of cost for decommissioning shall be submitted every ten (10) years to the Department of Planning and Development. Upon approval of the estimated costs by the Zoning Enforcement Officer, a revised surety shall be provided to the Department of Planning and Development in the amount of one hundred fifty percent (150%) of the new estimate. The value of the surety shall not be reduced based on the salvage value of any materials or equipment.

VII. Insurance Information

Surya Powered will be required to maintain insurance coverage under long-term contracts with various parties, including Commonwealth Edison, the Solar Farm lenders, and investors. The insurance policy will include:

- Liability coverage with a limit of $3,000,000 per occurrence and $5,000,000 in the aggregate per year

VIII. Monitoring & Maintenance

- The facility will be monitored remotely 24/7 through the data acquisition system. This real-time monitoring aids in detecting and diagnosing any production anomalies, identifying, and addressing underperformance issues and manage service teams and technicians
- The project owner shall submit solar output report, upon request by the County

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IX. Interconnection:

- Surya Powered LLC. has filed an interconnection application with ComEd and will provide a redacted copy of the Interconnection Agreement prior to the start of construction
- The project will interconnect with ComEd's electric distribution system along Ridgefield Rd.

X. Erosion and Sediment Control Panning

A stormwater Pollution Prevention Plan (SWPPP) would be developed for the construction of MegaPlant Crystal Lake solar farm facility. The SWPPP would include a combination of measures to protect areas that are determined to be vulnerable to erosion. Measures will be proposed in the MegaPlant Crystal Lake SWPPP to safely remove, store, and replace spoil/stockpile material. The SWPPP would also include additional elements to mitigate any excess runoff by ensuring impervious land properties are below the county threshold of 20,000 sq. Ft in area relative to the area of the entire parcel. The subject property will also include placement of new topsoil, vegetation, and erosion control blankets – if needed once an extensive erosion & sediment control plan is created for MegaPlant Crystal Lake.

Once the site is surveyed and identifying factors such as current stormwater drainage, topography & land slopes, soil infiltration capacity, and all relevant considerations of the subject property are better understood in nature, additional sediment control or sediment erosion measures will be placed to adhere to all county and state regulations. The additional measures for erosion controls include but not limited to protecting slopes, stabilizing soils, phasing construction activity, and controlling stormwater flow into the facility. The additional measures for sediment control planning can include but not limited to protecting storm drain inlets and establishing perimeter controls.

All construction activity information will be provided including construction phases regarding clearing and grading of soils and stockpiling.

XI. Planting and Maintenance Plan

Once construction for MegaPlant Crystal Lake is completed, a planting and maintenance plan will be in place to ensure all native vegetation performance standards for solar farms are met. Practices in the planting and maintenance plan include installing and inspecting all native vegetation on the facility. This includes beneath and between the solar modules. The facility will include a "low profile" native prairie species using a mix appropriate for the region and soil conditions. A vegetation buffer will be placed for screening purposes if a residence is located within 500 ft of the facility or ROW. A more in-depth landscape and monitoring plan will be developed prior to construction to ensure the maintenance of prairie species, installed landscape screening, and existing vegetation is intact. The landscape and monitoring plan will be a part of the operations and management plan of the project.

On an annual basis, a report will be generated showcasing project details and descriptions of the general condition of each plant community. A list of the 5 most dominant species observed in the plant community will be provided by a licensed ecologist. A cover crop will be used to establish native species and prevent erosion upon completion of the project. Within three months of seeding, the cover crop

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placed will stabilize against erosion. After the first full growing season, planted areas will have 90% vegetation cover and any dead trees/shrubs will be replaced. By the end of the second growing season, at least 50% of the vegetation present shall be native. The third growing season 60% of the vegetation will be native none- invasive species, by the end of the fourth growing season 70% of the vegetation will be native non – evasive species, and the conclusion of the fifth growing season 75% of the vegetation will be native non- evasive species.

If applicable, there will be a pollinator species to the planting plan, with this plan a scorecard from the Illinois planned habitat on solar sites will be submitted to receive a "pollinator friendly solar site" status for the project.

XII. Minimizing Increase in runoff of the development site

Minimizing the increase in runoff from a development site is an important consideration in the design and construction of MegaPlant Crystal Lake. In order to mitigate future complications regarding the increase in runoff the project will deploy several planning strategies. These include but are not limited to incorporating site design strategies to promote infiltration and retention of stormwater, preserving vegetation cover to absorb further runoff, implementing extensive erosion and sediment control plans to reduce volume of runoff, and minimizing impervious surfaces to reduce volume of runoff. Overall, minimizing the increase in runoff will mitigate the impact of the project to local hydrology and water resources.

XIII. Compliance Standards for Conditional Use

McHenry County Unified Development Ordinance 16.20.040E

1. **Please describe how the conditional use meets all applicable standards of UDO §16.56 (Use Standards) and §16.60 (Site Development Standards)?**

   Parcel NO. 13-25-400-015 in Crystal Lake, IL is zoned as A-1 and fits the applicable Standards of UDO §16.56 & §16.60 by the following:

   - McHenry County 2030 Comprehensive plan encourages the exploration efforts of alternative energy sources in the county. Without doing so "*the county will not be able to effectively compete in a global economy or offer the quality-of-life residents have come to enjoy*" (Pg.113, County Board).
   - A threatened and endangered species consultation from the Illinois Department of Natural Resources was completed prior to submitting the conditional use permit
   - The project will have little to no glare or noise during operation. The facility will have an 8' fence with a locked gate and no public access. Vegetation will also surround the perimeter of the fence as well
   - The Facility will be consistently maintained including any grass, trees, gravel roads, and the overall landscape to keep a pleasing aesthetic for the surrounding property(s) and the public
   - All drainage, flood zones, wetlands, soil type and category, utility studies, and overall engineering has been or will be reviewed prior to development. Also, access roads will be built

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for emergency service teams along with the precautionary measures to mitigate all facilities risks

- Once constructed, there will be little to no traffic to the facility
- Surya Powered which acts as an alternative energy supplier (AES) will give residents of Crystal Lake the opportunity to enroll into the community supply program before releasing the waitlist to the rest of ComEd's jurisdiction
- The development site does not have any flood plains or wetlands and will comply with the Stormwater Management Ordinance. Alongside this a Natural Resource Information report will be filed, reviewed, and considered prior to development

Source: https://www.mchenrycountyil.gov/home/showpublisheddocument/7843/635077618416170000

2. Is the conditional use compatible with the existing or planned future development of the area?

McHenry county issues CUP's for parcels zoned as agricultural. Due to this parcel of land being zoned as agricultural and its enhanced surrounding electrical infrastructure, we believe that the proposed site acts as a suitable development opportunity for a solar farm. All parcels zoned as agriculture can apply for this type of development, although this may be the case, qualities of the land and the lack of surrounding utility infrastructure creates hardships for feasible development. As the 2030 McHenry county development plan encourages alternative energy sources in the county, facilities like these cannot be regionally planned without extensive studies. After thorough research conducted by the team at Surya Powered, we believe that this parcel acts as a feasible development opportunity and should be considered to help accomplish the 2030 development plan.

3. Is the conditional use detrimental to or endanger the public health, safety, morals, comfort or general welfare of the area?

A solar farm that is properly designed and well maintained will have no adverse effects to public health, safety, morals, or comfort of the general welfare of the community. The proposed facility, in perspective, can power up to one thousand homes annually without releasing harmful toxins.

The development is in an area with low population density and low foot traffic. The facility will be fenced with a locked gate and additional vegetation surrounding the perimeter.

A well designed and maintained facility, that is also protected from unauthorized access establishes safety and security of the general welfare and overall community.

4. Will the conditional use be injurious to the use and enjoyment of other property in the area?

There are no adverse effects to the surrounding property(s) expected from a solar farm. The proposed site has no residential properties 500 ft. away from the parcel. A community college is located a behind the proposed facility and is not likely to create negatives impacts to the property. Solar energy is a clean and renewable energy source that is widely recognized as an important

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contributor to a sustainable energy future, and the public may view it as a positive feature in their community.

5. Will the conditional use substantially diminish and impair property value in the area?

It is not expected that this solar farm, which is located 500 feet or more away from any residential areas and behind a community college, would substantially diminish or impair property values in the area. According to the results of a SEIA study – "*Examining property value in states across the United States demonstrates that large-scale solar arrays often have no measurable impact on the value of adjacent properties, and in some cases may even have positive effects*" (SEIA, 2019).

Source: https://www.seia.org/sites/default/files/2019-09/Solar%20Property%20Value%20FactSheet%202019-PRINT_1.pdf

6. Are adequate utilities, access roads, drainage, and other necessary facilities provided?

The Proposed solar farm will require adequate utilities necessary to supply energy into the local utility grid. To support the construction, maintenance, and logistics of building the facility, access roads will be built to operate the facility safely and efficiently. During the construction phase, measures will be taken to manage stormwater runoff to protect the surrounding environment while also complying to local regulations. All specifications are either provided or will be built to manage the facility.

7. Has conditional use operation been designed to provide ingress and egress to minimize traffic congestion and hazard on the public streets?

We have considered the following measures to mitigate potential traffic to the development site:

We identified over 500 potential sites and chose this location in Crystal Lake due to the surrounding road network. The proposed site is accessible via Ridgefield Rd. and our presence will not generate any additional traffic that could cause congestion or safety concerns. Once the facility is constructed, operations and management plan consist of 24/7 remote monitoring with quarterly visits. Therefore, the foot traffic after construction will be zero.

During construction, we plan on building a gravel road to assist with the traffic volume and vehicle types entering the vicinity. We will also be engaging with the local community and address any concerns they may have as we construct the facility. This includes ample notice prior to construction and any major maintenance activities.

8. Will the conditional use conform to the applicable standards of the underlying zoning district?

Yes, our parcel 1325400015 is zoned as A-1 which according to the zoning district uses chart is allowed with a conditional use permit.

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XI. Concluding Remarks

On behalf of Surya Powered LLC's MegaPlant Crystal Lake project we thank you in advance for your consideration of our request for approval. We look forward to review of our submittal at the Planning and Zoning Commission's next meeting. In the interim, please contact us with any questions regarding our submittal or if any additional information if required.

Sincerely,

Tej Patel
Managing Partner
P: 630-441-4860
E: tejpatel@suryapowered.com

1039 W. Main St.
Sleepy Hollow, IL, 60118
www.suryapowered.com

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

Office Use Only

Petition #/Permit # _____

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION:

Name Ingrid Hansen-Popp
Address 639 Cherry Drive
City, St, Zip Waterford WI 53185
Day[redacted]
Ema[redacted]

ATTORNEY or AGENT CONTACT INFORMATION (if Applicable):

Name _____
Address _____
City, St, Zip _____
Phone _____
Email _____

APPLICANT (if other than owner):

Name Surya Powered LLC.
Address 1111 S. Wabash Ave Unit 1308
City, St, Zip Chicago, IL, 60605
Daytime Phone 630-441-4860
Email tejpatel@suryapowered.com

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

Name _____
Address _____
City, St, Zip _____
Phone _____
Email _____

PARCEL INFORMATION:

Address RidgeField Rd.
City Crystal Lake Zip 60012
Parcel/Tax Number 13-25-400-015
Number of Acres 21.7

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

Please provide additional information on the back of this page.

NARRATIVE: Please use this space to explain your request in detail.
Please see attached document for a detailed narrative of the request for conditional use permit.

CONSENT

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

VERIFICATION

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

Ingrid Hanson-Popp
Owner's Signature

Ingrid Hanson-Popp
Print Name

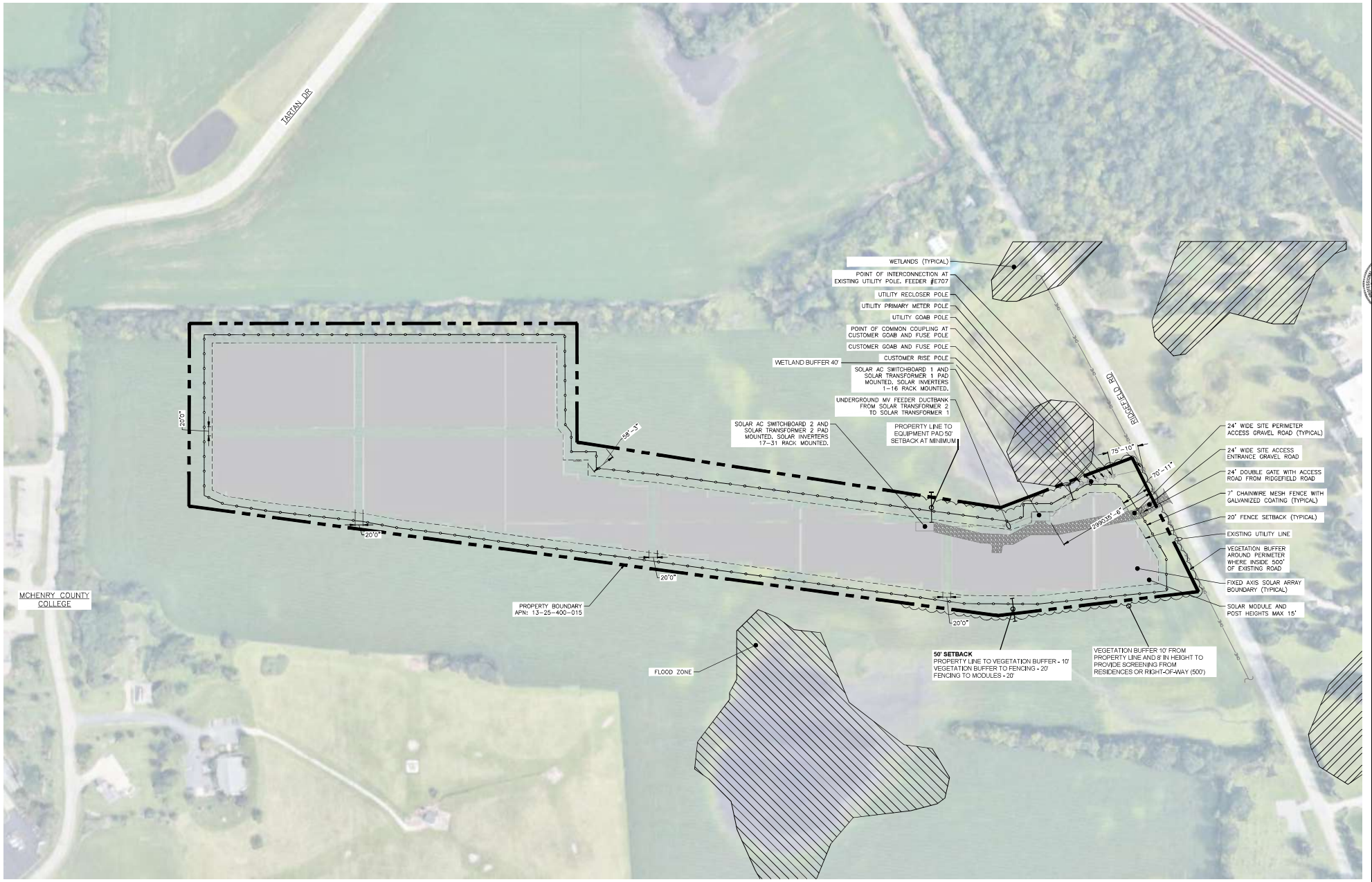
Alvin David Popp
Signature

Alvin David Popp
Print Name

Tej Patel

SUBSCRIBED and SWORN to before me
this _____day of _____, 20_____.

_____
NOTARY PUBLIC



1 G100 SITE PLAN
SCALE: 1" = 100'

SHEET NOTES:
A. SOLAR PANELS, STRUCTURES, AND ELECTRICAL EQUIPMENT MUST REMAIN 50' FROM ANY LOT LINE AND 300' FROM ANY RESIDENCE.
B. SOLAR PANELS, STRUCTURES, AND ELECTRICAL EQUIPMENT WILL NOT EXCEED 15' IN HEIGHT (EXCLUDING POWER LINES & POLES).

DATE	REVISION DESCRIPTION	PM	ENG	CHK
05/02/2023	IC DOCS - REV 3	AP	LB	MD
03/20/2023	IC DOCS - REV 2	TL	CW	AD
01/17/2023	IC DOCS - REV 1	TL	CW	AD
12/22/2022	IC DOCS	TL	CW	AD

PURE POWER ENGINEERING
111 PHILIP STREET, HEBRON, IN 46341
WWW.PUREPOWERENGINEERING.COM
IL LICENSE No: 062.063306

PROFESSIONAL ENGINEER
RICHARD ANDREW MINS
062.063306
EXPIRES: 11/30/2024

DEVELOPER
SURYA POWERED
1039 WEST MAIN STREET
ST. CHARLES, IL 60174
WWW.SURYAPOWERED.COM
SuryaPowered

PAGE SIZE: 36" x 24"
PROJECT #: 0534.01

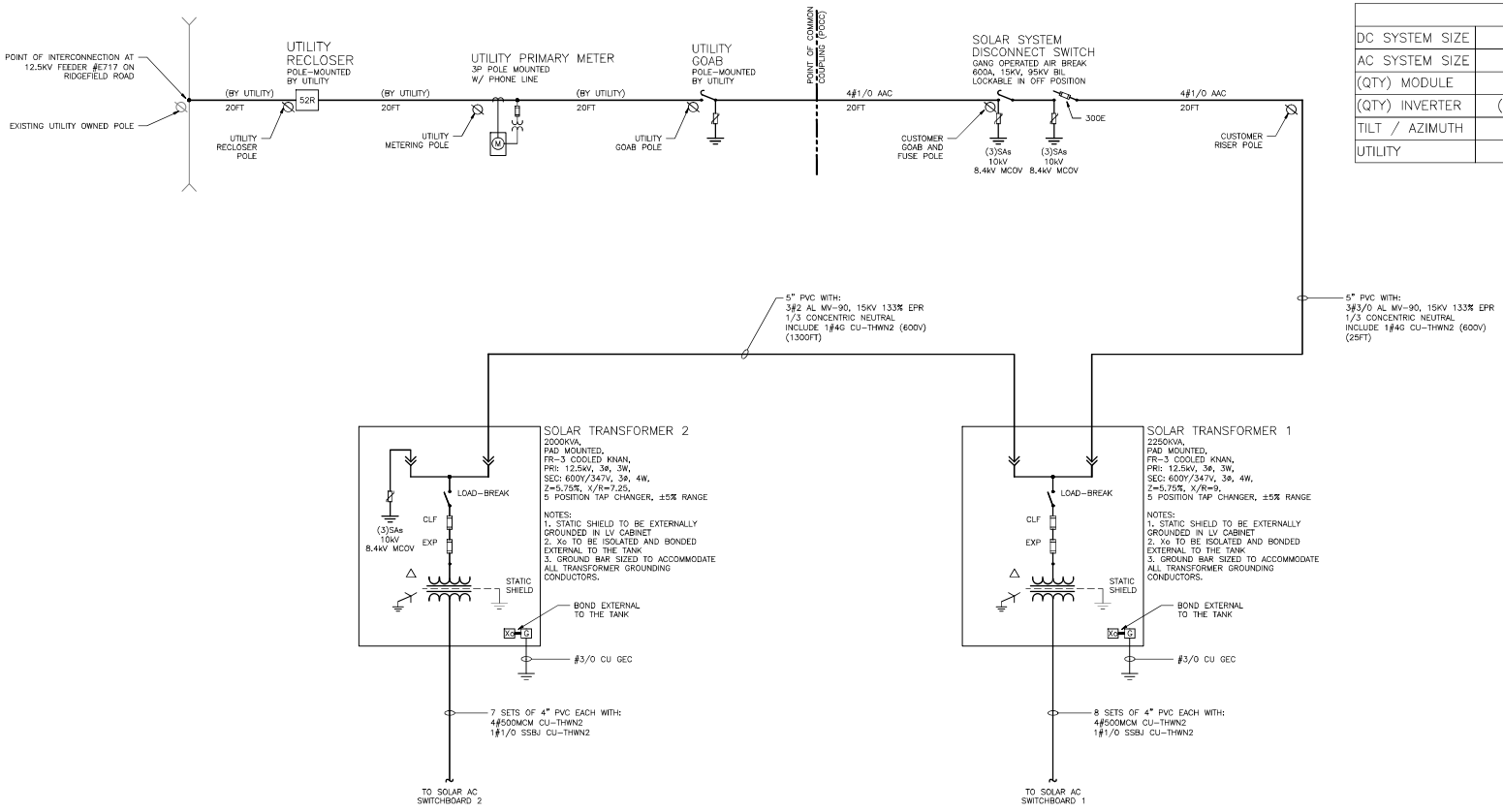
PROJECT
SOLAR GROUNDMOUNT SYSTEM AT
CRYSTAL LAKE
42.269970, -88.359679
CRYSTAL LAKE, IL 60012

DRAWING TITLE
SITE PLAN

DRAWING #
G100

PLOT DATE: 5/2/2023 3:57 PM

RULER IN INCHES:



SYSTEM SUMMARY	
DC SYSTEM SIZE	4,959.90 KW
AC SYSTEM SIZE	3,875.000 KW / 4,092.000 KVA
(QTY) MODULE	(9,018) VERTEX TSM-DEG19C.20 550W
(QTY) INVERTER	(31) CHINT CPS SCH125KTL-DO/US-600
TILT / AZIMUTH	15° / 180°
UTILITY	COMED

1 E300 ONE LINE DIAGRAM
SCALE: NONE

SHEET NOTES:
1. CONTRACTOR SHALL FIELD-VERIFY INTERCONNECTION MEANS/METHODS PRIOR TO INSTALLATION. COORDINATED SHUTDOWN MAY BE REQUIRED.
2. ALL GROUND BARS AND LUGS SHALL BE DUAL RATED AL/CU.
3. UNLESS OTHERWISE NOTED EQUIPMENT IS PERMITTED TO BE 80% OR 100% RATED.
4. PVC SCH80 REQUIRED WHERE PVC IS SPECIFIED. PVC SCH40 IS PERMITTED FOR UNDERGROUND STRAIGHT RUNS ONLY.
5. SET NEW ELECTRONIC-TRIP BREAKERS TO THE SETTINGS BELOW, UNLESS OTHERWISE NOTED IN POWER STUDY. "NOMINAL TRIP" REFERS TO BREAKER TRIP RATING INDICATED ON ONELINE. SETTINGS BELOW ARE NOT FOR COORDINATION PURPOSES.
   - L = 100% OF NOMINAL TRIP (EXACT) MINIMUM TIME DELAY
   - S = 125% OF NOMINAL TRIP (OR NEXT HIGHER) MINIMUM TIME DELAY
   - I = 150% OF NOMINAL TRIP (OR NEXT HIGHER)
   - G = 20% OF NOMINAL TRIP (OR NEXT HIGHER) 0.5 SEC TIME DELAY

DRAWING TITLE: ONE LINE DIAGRAM

DRAWING #: E300

PROJECT: SOLAR GROUNDMOUNT SYSTEM AT CRYSTAL LAKE 42.269970, -88.359679 CRYSTAL LAKE, IL 60012

PAGE SIZE: 36" x 24"

PROJECT #: 0534-101

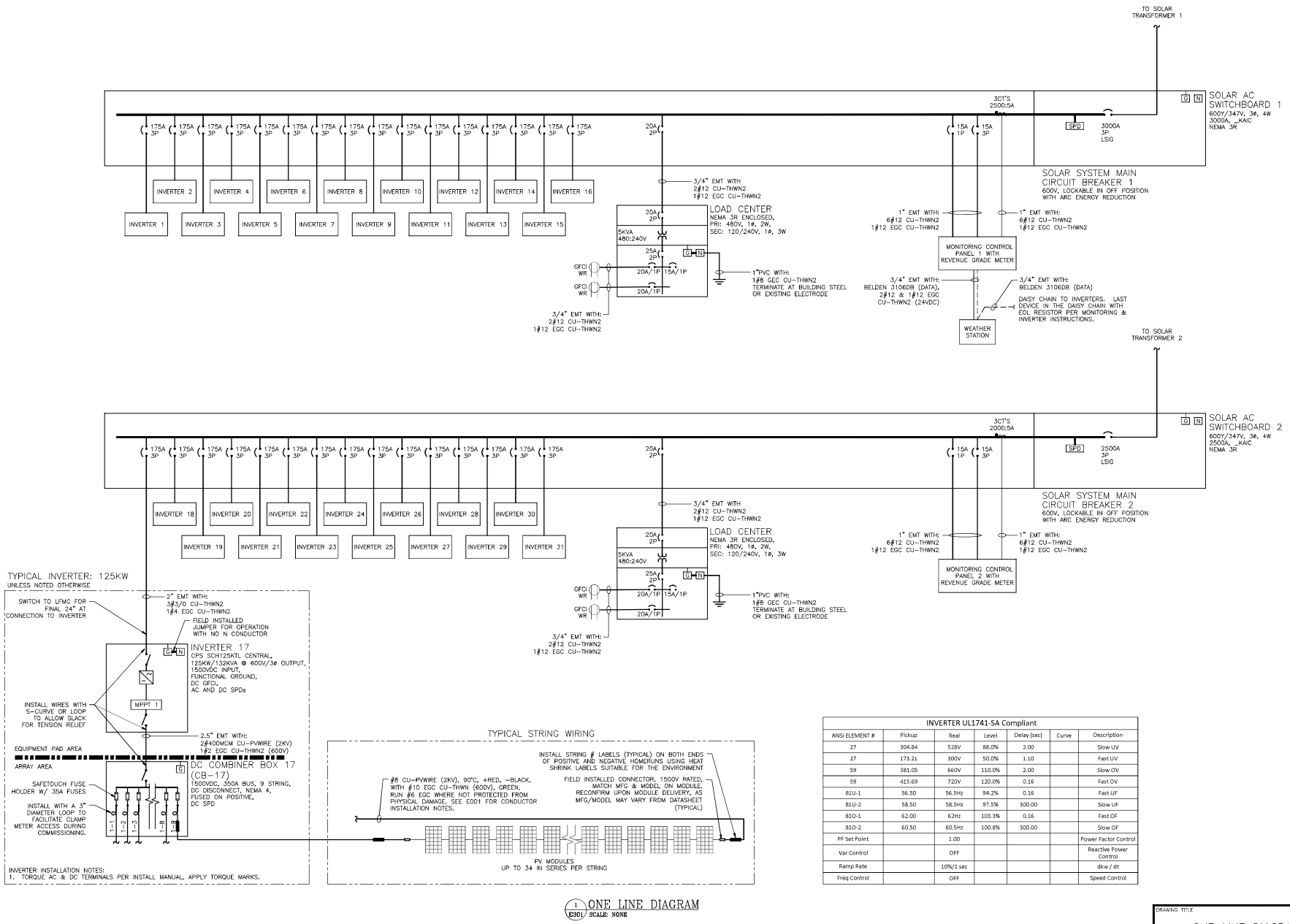
DEVELOPER: SURYA POWERED, 1039 WEST MAIN STREET, SAINT CHARLES, IL 60174, WWW.SURYAPOWERED.COM

ENGINEER: PURE POWER ENGINEERING, 111 PROP STREET, HEDGESVILLE, WV 25427, CHRISTOPHER A. CHRISTIAN, IL LICENSE No. 062063316

REV	DATE	REVISION DESCRIPTION	PM	ENG	CHK
3	05/02/2023	IC DOCS - REV 3	AP	LB	MD
2	03/20/2023	IC DOCS - REV 2	TL	CW	AD
1	01/17/2023	IC DOCS - REV 1	TL	CW	AD
0	12/22/2022	IC DOCS	TL	CW	AD

PLOT DATE: 5/2/2023 3:57 PM

RULER IN INCHES: 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18



INVERTER UL1741-SA Compliant						
ANSI ELEMENT #	Pickup	Real	Level	Delay (sec)	Curve	Description
27	304.84	528V	88.0%	2.00		Slow UV
27	173.21	300V	50.0%	1.10		Fast UV
59	381.05	660V	110.0%	2.00		Slow OV
59	415.69	720V	120.0%	0.16		Fast OV
81U-1	56.50	56.5Hz	94.2%	0.16		Fast UF
81U-2	58.50	58.5Hz	97.5%	300.00		Slow UF
81O-1	62.00	62Hz	103.3%	0.16		Fast OF
81O-2	60.50	60.5Hz	100.8%	300.00		Slow OF
PF Set Point		1.00				Power Factor Control
Var Control		OFF				Reactive Power Control
Ramp Rate		10%/1 sec				dkw / dt
Freq Control		OFF				Speed Control

1 E301 ONE LINE DIAGRAM
SCALE: NONE

PLOT DATE: 5/2/2023 3:57 PM

RULER IN INCHES:

DATE	REVISION DESCRIPTION	PM	ENG	CHK
05/02/2023	IC DOCS - REV 3	AP	LB	MD
03/20/2023	IC DOCS - REV 2	TL	CW	AD
01/17/2023	IC DOCS - REV 1	TL	CW	AD
12/22/2022	IC DOCS	TL	CW	MD

PURE POWER ENGINEERING, LLC
111 PROSPECT STREET, HEBRON, NJ
PHONE: 908-268-0004
WWW.PUREPOWERENG.NET
IL LICENSE No: 062-065356

ENGINEER
SURYA POWERED
1039 WEST MAIN STREET
ST. CHARLES, IL 60174
WWW.SURYAPOWERED.COM

PAGE SIZE: 36" x 24"

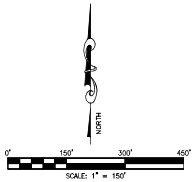
PROJECT #: 0534-1.01

PROJECT: SOLAR GROUNDMOUNT SYSTEM AT CRYSTAL LAKE
42.269970, -88.359679
CRYSTAL LAKE, IL 60012

DRAWING TITLE: ONE LINE DIAGRAM

DRAWING #: E301

PLAT OF SURVEY



LEGEND	
EXISTING	
◍	SURVEY MON. AS NOTED
○	SET 1/2" IRON PIPE
(R)	RECORD DISTANCE
(M)	MEASURED DISTANCE
(C)	CALCULATED DISTANCE
(CH)	CHAINS PER DEED
DW	DRIVEWAY

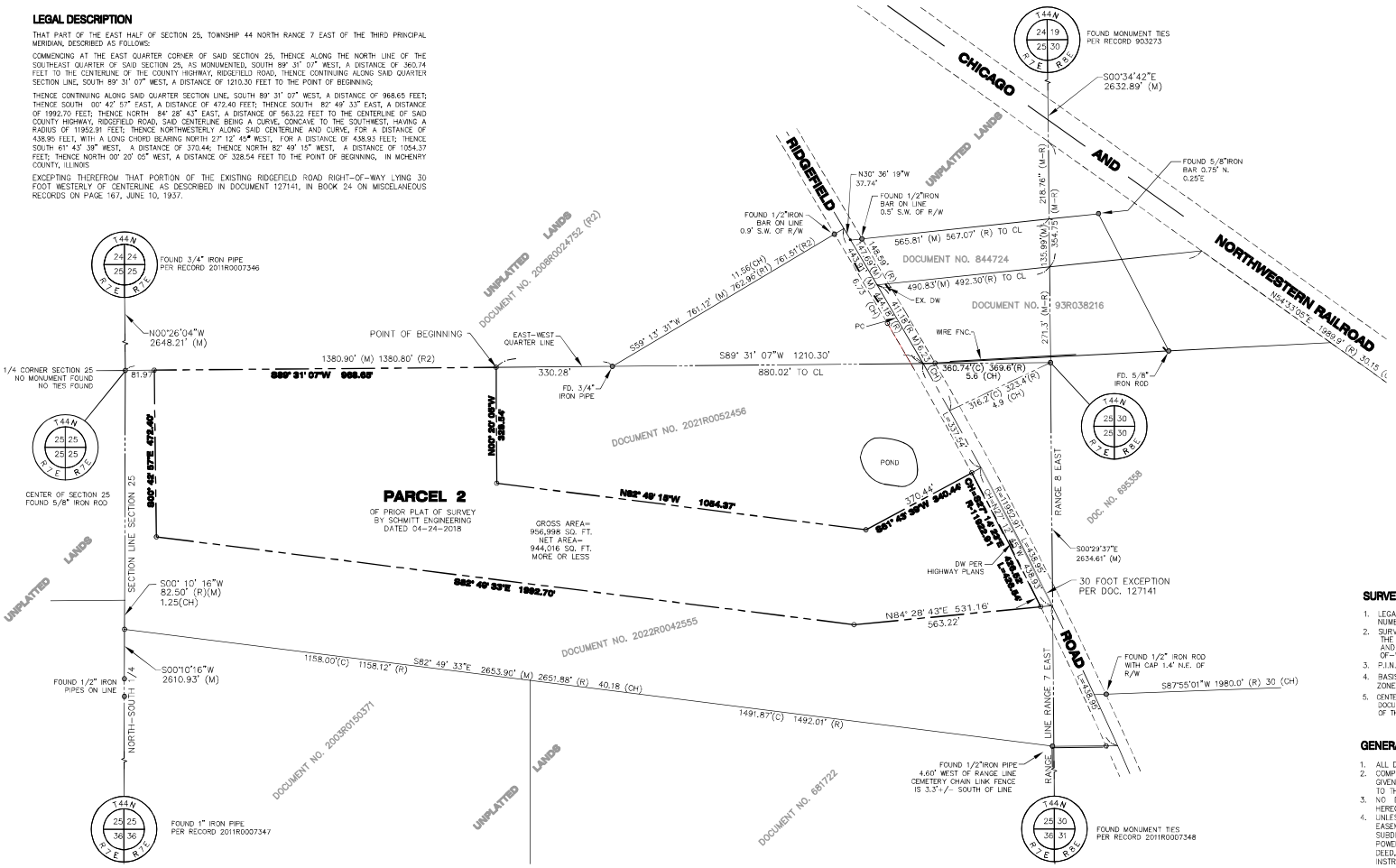
LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF SECTION 25, TOWNSHIP 44 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 25, THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, AS MONUMENTED, SOUTH 89° 31' 07" WEST, A DISTANCE OF 360.74 FEET TO THE CENTERLINE OF THE COUNTY HIGHWAY, RIDGEFIELD ROAD, THENCE CONTINUING ALONG SAID QUARTER SECTION LINE, SOUTH 89° 31' 07" WEST, A DISTANCE OF 1210.30 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID QUARTER SECTION LINE, SOUTH 89° 31' 07" WEST, A DISTANCE OF 968.65 FEET; THENCE SOUTH 00° 42' 57" EAST, A DISTANCE OF 472.40 FEET; THENCE SOUTH 82° 49' 33" EAST, A DISTANCE OF 1992.70 FEET; THENCE NORTH 84° 28' 43" EAST, A DISTANCE OF 563.22 FEET TO THE CENTERLINE OF SAID COUNTY HIGHWAY, RIDGEFIELD ROAD, SAID CENTERLINE BEING A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 11952.91 FEET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND CURVE, FOR A DISTANCE OF 438.95 FEET, WITH A LONG CHORD BEARING NORTH 27° 12' 45" WEST, FOR A DISTANCE OF 438.93 FEET; THENCE SOUTH 61° 43' 39" WEST, A DISTANCE OF 370.44; THENCE NORTH 82° 49' 15" WEST, A DISTANCE OF 1064.37 FEET; THENCE NORTH 00° 20' 05" WEST, A DISTANCE OF 328.54 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS

EXCEPTING THEREFROM THAT PORTION OF THE EXISTING RIDGEFIELD ROAD RIGHT-OF-WAY LYING 30 FOOT WESTERLY OF CENTERLINE AS DESCRIBED IN DOCUMENT 127141, IN BOOK 24 ON MISCELANEOUS RECORDS ON PAGE 167, JUNE 10, 1937.



CERTIFICATION

STATE OF ILLINOIS } SS
COUNTY OF McHENRY }

WE, SCHMITT ENGINEERING & ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-005206, DO HEREBY DECLARE THAT THE PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT OR UNDER MY DIRECTION.

GIVEN UNDER MY HAND AND SEAL THIS 4TH DAY OF APRIL A.D., 2023.

DRAFT COPY

JOSEPH J. BRAHM

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3623
MY RENEWABLE LICENSE EXPIRES NOVEMBER 30, 2024
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2025

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SURVEYORS NOTES

1. LEGAL DESCRIPTION IS BASED UPON RECORDED DOCUMENT NUMBER 2018R0024867 OF McHENRY COUNTY RECORDS
2. SURVEY BASED ON FIELD WORK COMPLETED APRIL 25, 2018. THE SURVEY HAS BEEN REVISED PER REQUEST OF THE CLIENT AND MCHENRY COUNTY DOT TO REFLECT THE 30 FOOT RIGHT-OF-WAY EXCEPTION
3. P.I.N. 13-25-400-015
4. BASIS OF BEARINGS IS ILLINOIS STATE PLANE COORDINATES EAST ZONE.
5. CENTERLINE OF HIGHWAY BASED UPON CONSTRUCTION AND DEDICATION DOCUMENTS FROM COUNTY HIGHWAY DEPARTMENT AND FIELD LOCATION OF THE ACTUAL PAVEMENT

GENERAL NOTES

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
3. NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
4. UNLESS NOTED ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.

CLIENT:
MARK HANSON
720 LEAH LANE, #1C
WOODSTOCK, ILLINOIS 60098
(815) 341-1081
MHANSON42@HOTMAIL.COM

REVISIONS

NO.	DATE	DESCRIPTION
1	05-04-23	ROADWAY EXCEPTION AND PARCEL 2 ONLY

JOSEPH J. BRAHM 3623 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS MY LICENSE EXPIRES NOVEMBER 30, 2024

PLAT OF SURVEY
RIDGEFIELD ROAD
CRYSTAL LAKE, IL 60012
PART OF
EAST 1/2 SECTION 25, TOWNSHIP 44N, RANGE 7E

SCHMITT ENGINEERING & ASSOCIATES, INC.
216 West Calhoun, Rockford, IL 61008
Ph (815) 397-7810 Fx (815) 397-7813
www.schmittengineering.com

Drawn By	JJB
Checked By	JJB
Date	04/24/2018
Job Number	180308
Sheet Number	1 OF 1

Illinois Department of
Natural Resources
One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov
JB Pritzker, Governor
Colleen Callahan, Director

January 3, 2023

Tej Patel
Surya Powered
1111 S Wabash Avenue
Chicago, IL 60605

RE: MegaPlant Crystal Lake
Consultation Program
EcoCAT Review #2308279
McHenry County

Dear Mr. Patel,

The Department has received your submission for this project for the purposes of consultation pursuant to the *Illinois Endangered Species Protection Act* [520 ILCS 10/11], the *Illinois Natural Areas Preservation Act* [525 ILCS 30/17], and Title 17 *Illinois Administrative Code* Part 1075.

The proposed action consists of constructing a 5mW solar energy facility on +/-21.7 acres in Crystal Lake, IL. The proposed project coordinates are 42.261359, -88.359442. The current land use is agriculture.

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

State Listed
Blanding's Turtle *(Emydoidea blandingii)*

Class III Groundwater Area
Lake in the Hills Fen

Due to the project scope and proximity to protected resources the Department recommends the following actions be taken to avoid adversely impacting listed species in the vicinity of the project:

Blanding's Turtle

1) Educate personnel working on site about the Blanding's Turtle.
   a) Post photos of juvenile and adult turtles at a central location.
2) Install exclusionary silt fence by the end of March and maintain it through October to prevent turtles from entering the construction area.

3) Conduct daily inspections during construction to ensure that exclusionary fencing is properly installed (dug into the ground) and to check if turtles are present.
4) Trenches should be covered at the end of each workday. Before each workday, trenches and excavations should be inspected to ensure no turtles (or other amphibians and reptiles) have become trapped within them.
5) If Blanding's Turtles are encountered, crews should stop work immediately, allow the turtle to move out of the way and contact the Department

Lake in the Hills Fen Class III Groundwater Area

1) To maintain and ensure the quality and stability of the Lake in the Hills Fen Class III Groundwater area, the Department recommends all Best Management Practices regarding construction and maintenance be adhered to.
2) The Department recommends implementing conditions outlined in the Illinois Pollinator Scorecard.
   a) https://www2.illinois.gov/dnr/conservation/PollinatorScoreCard/Pages/default.aspx

Given the above recommendations are adopted the Department has determined that impacts to these protected resources are unlikely. The Department has determined impacts to other protected resources in the vicinity of the project location are also unlikely.

In accordance with 17 Ill. Adm. Code 1075.40(h), please notify the Department of your decision regarding these recommendations.

Consultation on the part of the Department is closed, unless the applicant desires additional information or advice related to this proposal. Consultation for Part 1075 is valid for two years unless new information becomes available which was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the action has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal and should not be regarded as a final statement on the project being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are unexpectedly encountered during the project's implementation, the applicant must comply with the applicable statutes and regulations.

This letter does not serve as permission to take any listed or endangered species. As a reminder, no take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the *Illinois Endangered Species Act*, the *Fish and Aquatic Life Act*, the *Wildlife Code* and other applicable authority.

The Department also offers the following conservation measures be considered to help protect native wildlife and enhance natural areas in the project area:

If temporary or permanent lighting is required, the Department recommends the following lighting recommendation to minimize adverse effects to wildlife:

- All lighting should be fully shielded fixtures that emit no light upward.
- Only "warm-white" or filtered LEDs (CCT < 3,000 K; S/P ratio < 1.2) should be used to minimize blue emission.
- Only light the exact space with the amount (lumens) needed to meet facility safety requirement.
- If LEDs are to be used, avoid the temptation to over-light based on the higher luminous efficiency of LEDs.

If erosion control blanket is to be used, the Department also recommends that wildlife-friendly plastic-free blanket be used around wetlands and adjacent to natural areas, if not feasible to implement project wide, to prevent the entanglement of native wildlife.

Please contact me with any questions about this review.
Sincerely,



Kyle Burkwald
Impact Assessment Section
Division of Real Estate Services and Consultation
Office of Realty & Capital Planning
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702
Kyle.Burkwald@Illinois.gov
Phone: (217) 785-4984

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between

_____

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
_____ County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

_____, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a _____ Commercial Solar Energy Facility in _____ County [GPS Coordinates:_____], which will consist of up to _____ acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner’s property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner’s property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD’s opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and _____ concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in _____ County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

_____

_____

By _____

_____
By Tess Feagans, General Counsel

_____
Address

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281 Springfield,
IL 62794-9281

_____, 20_____

_____, 20_____

Illinois Department of Agriculture
AGRICULTURAL SITE - REVIEW INFORMATION
For **Solar Projects** Requesting Agricultural Impact Mitigation Agreements

Return to: **Illinois Department of Agriculture**
Bureau of Land and Water Resources
Phone 217-782-6297
Email AGR.AIMA@illinois.gov

Complete this Agricultural Site Review Information sheet and attach to each Solar Agricultural Impact Mitigation Agreement being submitted. Be sure to **include an aerial location map** delineating the site in relation to the city/village's corporate boundaries. **Email** all information to AGR.AIMA@illinois.gov

Date Submitted _____

APPLICANT _____ **County** _____

Contact Person _____ **Phone** _____

Email _____

List the project's contact person in the event that additional information is required. It is preferable to list the project's consultant and/or engineer since they usually possess the more detailed information needed to complete our review. The IDOA has a 30-day review period in which to provide comments to the applicant once all pertinent information has been received.

Address _____

City _____ **ZIP** _____

1. Number of acres in the site _____ TWP _____ Range _____ Section _____
2. Will the site me converted from an agricultural to a non-agricultural use? ☐ Yes ☐ No
3. Site is located within municipality's corporate boundaries ☐ Yes ☐ No
4. Distance of site to nearest incorporated municipal boundaries _____ miles
   (specify to nearest tenth-mile)

LAND USE

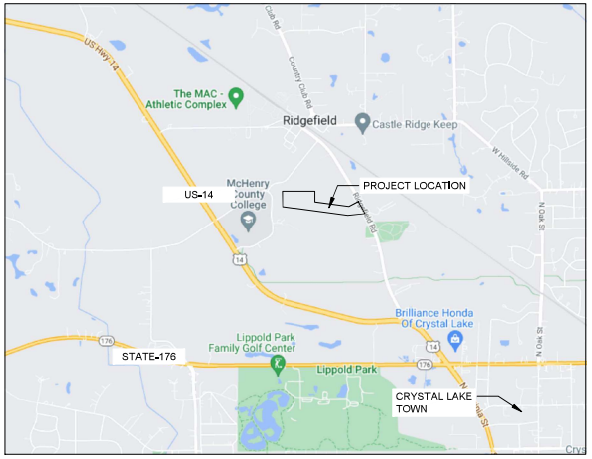
5. List the number of acres for each land use.
   Cropland _____ ac Pasture _____ ac Forest _____ ac Other _____ ac
   If ***Other,*** specify land use and land cover _____
6. County Permit issued? ☐ Yes ☐ No
7. Will other state or federal funds be used for this project? ☐ Yes ☐ No
   If **YES**, list the name(s) of participating agencies:

	state $	***federal $***
1) - _____	☐	☐
2) - _____	☐	☐

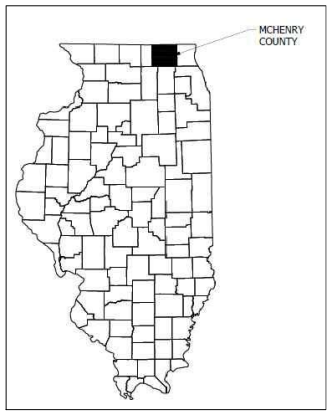
SURYA POWERED
MCHENRY COUNTY, ILLINOIS



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE



SITE INFORMATION	
PARCEL ZONING	
A-1: AGRICULTURE	
PROJECT DESCRIPTION	
PROJECT LOCATION:	RIDGEFIELD RD., CRYSTAL LAKE, IL, 60012
PARCEL NUMBER:	13-25-400-015
PROJECT PARCEL:	21.7 ACRES
MODULE MODEL:	TSM-DEG19C.20
MODULE WATTAGE(W):	550
TRACKER SYSTEM:	HORIZONTAL TRACKER
INVERTER MODEL:	CHINT STRING INVERTER
DC SYSTEM SIZE:	3840 KW
AC SYSTEM SIZE:	3230 KW / 3230 KVA
AZIMUTH / TILT:	180° / ± 60°
GCR:	40%
UTILITY:	COMED

Notes

Date	Revision Details	PM	ESG	CHK

Revision Table

Engineer

Developer
SURYA POWERED
1039 WEST MAIN STREET
SLEEPY HOLLOW
IL 60118
WWW.SURYAPOWERED.COM

Project Name & Address
MEGAPLANT CRYSTAL LAKE
RIDGEFIELD RD
CRYSTAL LAKE, IL 60012
MCHENRY COUNTY
PIN #13-25-400-015

Drawing Title
TITLE SHEET

Project No.	Drawing No.
1002	C1.1
Paper Size	Sheet No.
36" x 24"	01



Notes

Date	Revision Details	PM	ESD	CHK

Revision Table

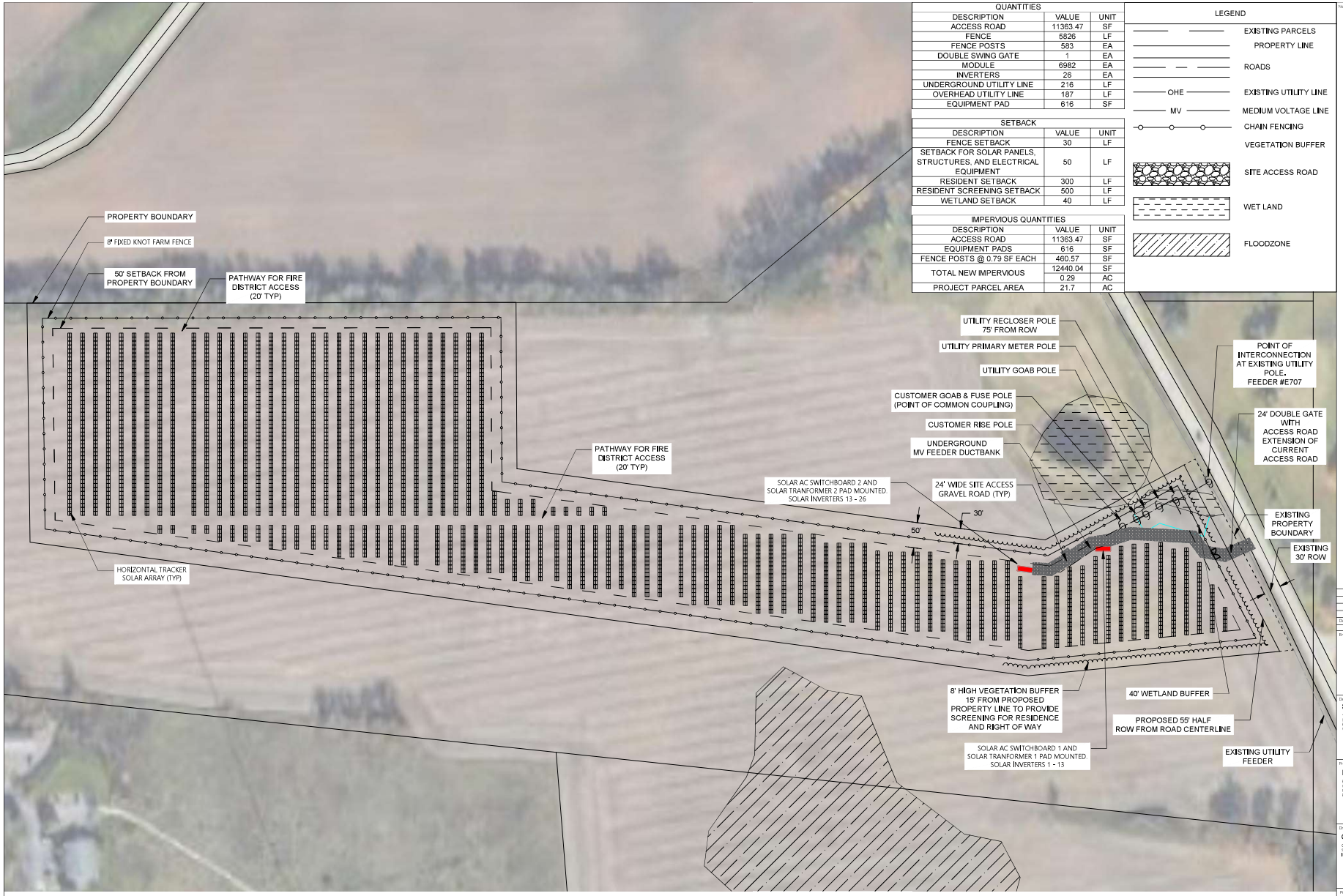
Engineer

Developer
SURYA POWERED
1039 WEST MAIN
STREET, SUEEPY
HOLLOW, IL 60118
WWW.SURYAPOWERED.COM

Project Name & Address
MEGAPLANT CRYSTAL LAKE
RIDGEFIELD RD
CRYSTAL LAKE, IL 60012
MCHENRY COUNTY
PIN #1425-400-015

Drawing Title
EXISTING CONDITIONS
GENERAL PLANT LAY OUT
SHOWING ADJACENT LAND PARCELS
ROADS ETC.

Project No.	Drawing No.
1002	C1.2
Paper Size	Sheet No.
36" x 24"	02



QUANTITIES		
DESCRIPTION	VALUE	UNIT
ACCESS ROAD	11363.47	SF
FENCE	5826	LF
FENCE POSTS	583	EA
DOUBLE SWING GATE	1	EA
MODULE	6982	EA
INVERTERS	26	EA
UNDERGROUND UTILITY LINE	216	LF
OVERHEAD UTILITY LINE	187	LF
EQUIPMENT PAD	616	SF

SETBACK		
DESCRIPTION	VALUE	UNIT
FENCE SETBACK	30	LF
SETBACK FOR SOLAR PANELS, STRUCTURES, AND ELECTRICAL EQUIPMENT	50	LF
RESIDENT SETBACK	300	LF
RESIDENT SCREENING SETBACK	500	LF
WETLAND SETBACK	40	LF

IMPERVIOUS QUANTITIES		
DESCRIPTION	VALUE	UNIT
ACCESS ROAD	11363.47	SF
EQUIPMENT PADS	616	SF
FENCE POSTS @ 0.79 SF EACH	460.57	SF
TOTAL NEW IMPERVIOUS	12440.04	SF
	0.29	AC
PROJECT PARCEL AREA	21.7	AC

LEGEND

- EXISTING PARCELS
- PROPERTY LINE
- ROADS
- OHE — EXISTING UTILITY LINE
- MV — MEDIUM VOLTAGE LINE
- CHAIN FENCING
- VEGETATION BUFFER
- SITE ACCESS ROAD
- WET LAND
- FLOODZONE

Notes
FRONTAGE OF PROPERTY - R.O.W.
1. 55' R.O.W. FROM CENTERLINE OF ROAD.

SCALE: 1" = 85'

Date	Revision Details	PM	ESG	CHK

Revision Table

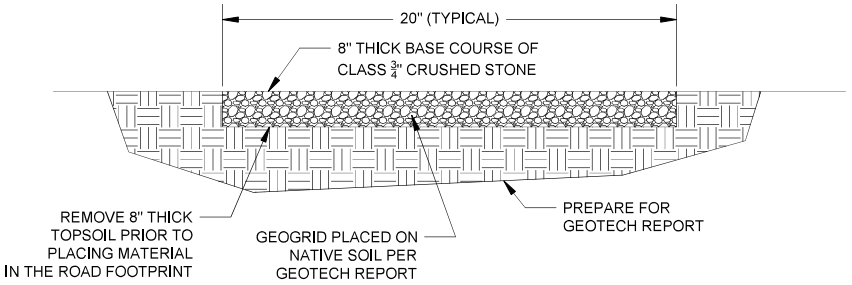
Engineer

Developer
SURYA POWERED
1039 WEST MAIN STREET, SLEEPY HOLLOW, IL 60118
WWW.SURYAPOWERED.COM

Project Name & Address
MEGAPLANT CRYSTAL LAKE
REDSTEELD RD
CRYSTAL LAKE, IL 60012
MCHENRY COUNTY
TBD #1234-5678-01

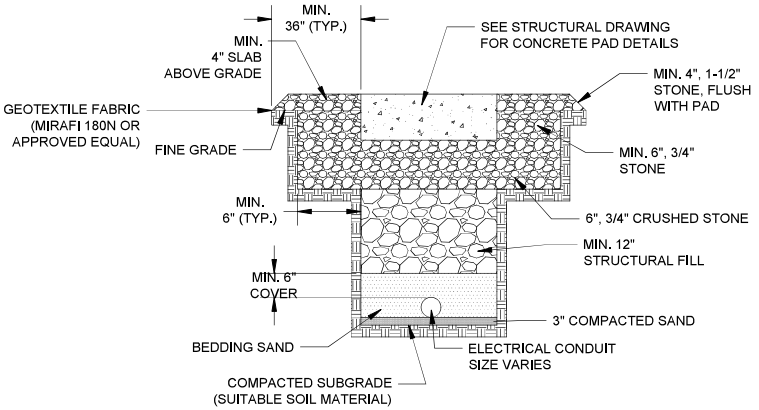
Drawing Title
GENERAL LAYOUT
GENERAL LAY OUT OF SOLAR PLANT EQUIPMENTS, INTERNAL ROADS AND SETBACKS

Project No.	Drawing No.
1002	C1.3
Paper Size	Sheet No.
36" x 24"	03



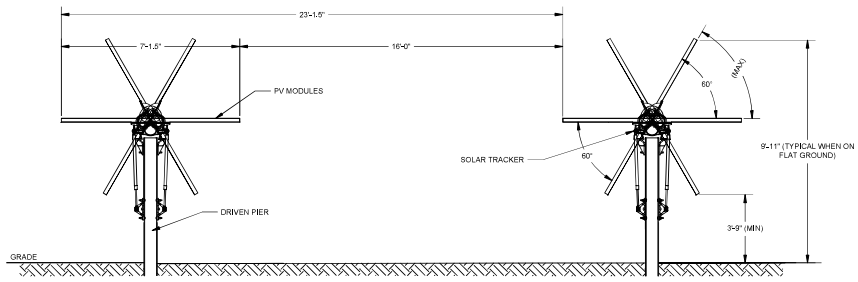
TYPICAL ACCESS ROAD DETAIL

NOT TO SCALE



SUBSOIL EQUIPMENT FOUNDATION DETAIL

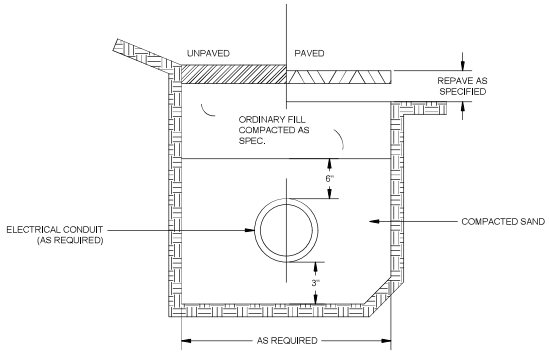
NOT TO SCALE



NOTES:
1. SINGLE AXIS TRACKER RACKING SYSTEM BY AXIAL TRACKER. SEE MANUFACTURER DRAWINGS FOR ADDITIONAL DETAILS
2. RACKING DIMENSIONS SHOWN ARE TYPICAL FOR FLAT GRADE. DIMENSIONS MAY VARY WHERE SLOPES EXIST.

RACKING DETAILS

NOT TO SCALE



ELECTRIC CONDUIT TRENCH

NOT TO SCALE

Notes

Date	Revision Details	PM	ESD	CHK

Revision Table

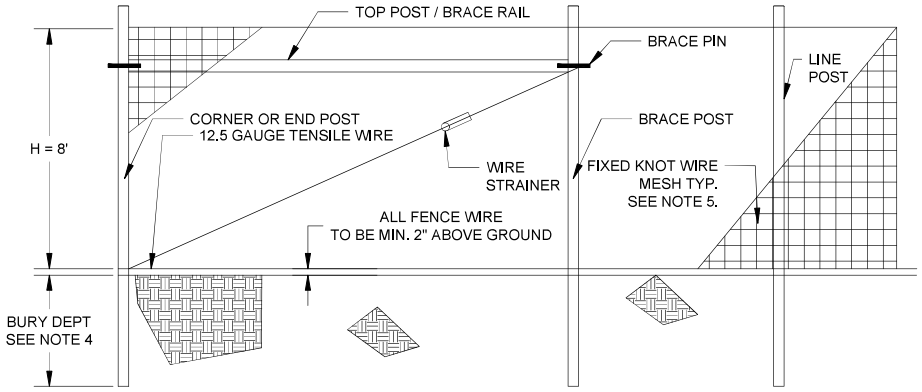
Engineer

Developer
SURYA POWERED
1139 WEST MAIN STREET
SLEEPY HOLLOW, IL 60118
WWW.SURYAPOWERED.COM

Project Name & Address
MEGAPLANT CRYSTAL LAKE
REDSTEER RD
CRYSTAL LAKE, IL 60012
MCHENRY COUNTY
PIN #19-04-400-015

Drawing Title
CONSTRUCTION DETAILS
TYPICAL ROADS, EQUIPMENT FOUNDATION, SOLAR RACKING SYSTEM, CONDUIT.

Project No.	Drawing No.
1002	C1.4
Paper Size	Sheet No.
36" x 24"	04

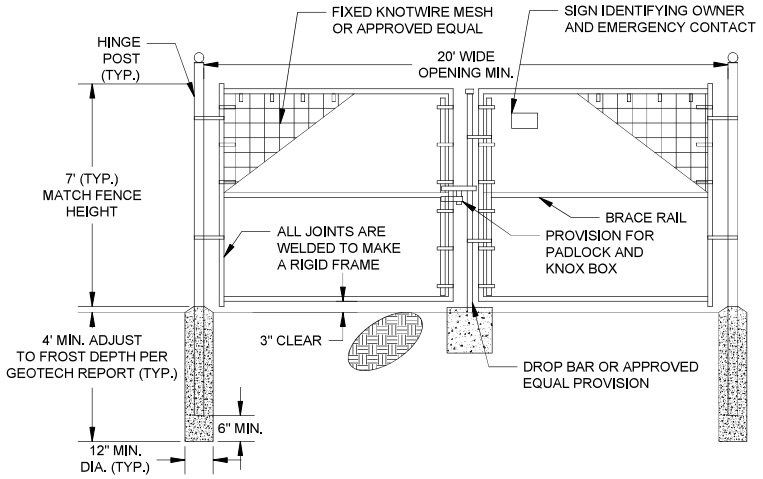


NOTES

1. INSTALL ALL FENCING COMPONENTS PER MANUFACTURERS SPECIFICATIONS.
2. ALL FENCING AND HARDWARE SHALL BE GALVANIZED, UNLESS OTHERWISE NOTED.
3. ALL SQUARE POSTS TO BE MIN. 5"X5" NOMINAL SIZE OR ROUND POST WITH MIN. 5" OR 6" DIAMETER PRESSURE TREATED WOOD OR APPROVED EQUAL. PREFER POSTS TO HAVE A CHAMFERED TOP.
4. ALL LINE POST TO BE SET TO A MIN. DEPTH OF 4' BELOW GRADE, ALL CORNER, END OR GATE POSTS SHALL BE SET TO A MIN. DEPTH OF 6' BELOW GRADE, UNLESS OTHERWISE NOTES.
5. FIXED KNOT WIRE MESH TO BE BEKAERT SOLID LOCK® PRO, 12.5 GUAGE, CLASS 3 GLAVANIZED, 6" VERTICAL SPACING OR APPROVED EQUAL.
6. BRACING IS REQUIRED AT ALL CORNER, END AND GATE POSTS, DOUBLE BRACING (TWO BRACE ASSEMBLIES IN A ROW) SHOULD BE USED FOR STRAIGHT RUNS OF FENCE THAT EXCEED 1,000 LF. AN ADDITIONAL BRACE ASSEBMLY SHOULD BE INSTALLED MID SPAN FOR STRAIGHT RUNS OF FENCE THAT EXCEED 1,320 LF. ADDITIONAL BRACING MAY BE STILL BE REQUIRED OVER UNEVEN TERRAIN, CONTRACTOR SHALL INSTALL ADDITIONAL BRACING AS NEEDED IF DEFLECTION IS NOTICED DURING TENSIONING.

FIXED KNOT FARM FENC

NOT TO SCALE



NOTES:

1. INSTALL ALL FENCING COMPONENTS PER MANUFACTURER'S SPECIFICATIONS.
2. ALL FENCING AND HARDWARE SHALL BE GALVANIZED, UNLESS OTHERWISE NOTES.
3. HINGE POSTS MAY BE TIMBER IF CONTRACTOR DESIRES, TIMBER HINGE POSTS DO NOT NEED TO BE SET IN CONCRETE. UTILIZE HINGE THRU BOLTS TO CONNECT TO TIMBER HINGE POSTS OR LAG SCREWS, PER MANUFACTURERS RECOMMENDATIONS.
4. IF CONTRACTOR UTILIZES METAL HINGE POST THAN POSTS SHALL BE SET IN CONCRETE AS SHOWN IN DETAIL.
5. BRACING REQUIRED AT FOR ALL GATES. SEE FIXED KNOT FARM FENCE DETAIL.
6. FIXED KNOT WIRE MESH TO BE BEKAERT SOLIDLOCK® PRO, 12.5 GUAGE, CLASS 3 GLAVANIZED, 6" VERTICAL SPACING OR APPROVED EQUAL.
7. BRACE RAIL SHOWN FOR REFERENCE ADDITIONAL BRACE RAILS MAY BE REQUIRED (NOT SHOWN) OR TRUSS RODS MAY BE REQUIRED PER MANUFACTURER'S RECOMMENDATIONS

20' WIDE FIXED KNOT FARM FENCE DOUBLE SWING GATE

NOT TO SCALE

Notes

Date	Revision Details	PM	ENG	CHK

Revision Table

Engineer

Developer
SURYA POWERED
1139 WEST MAIN STREET
SLEEPY HOLLOW, IL 60118
WWW.SURYAPOWERED.COM

Project Name & Address
MEGAPLANT CRYSTAL LAKE
REDSTEER RD
CRYSTAL LAKE, IL 60012
MCHENRY COUNTY
TBD

Drawing Title
CONSTRUCTION DETAILS
TYPICAL FENCING AND ENTRY GATE

Project No.	Drawing No.
1002	C1.5
Paper Size	Sheet No.
36" x 24"	05

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

NATURAL RESOURCES INFORMATION REPORT

23-002-4463

February 8, 2023

This report has been prepared for:
Surya Powered LLC

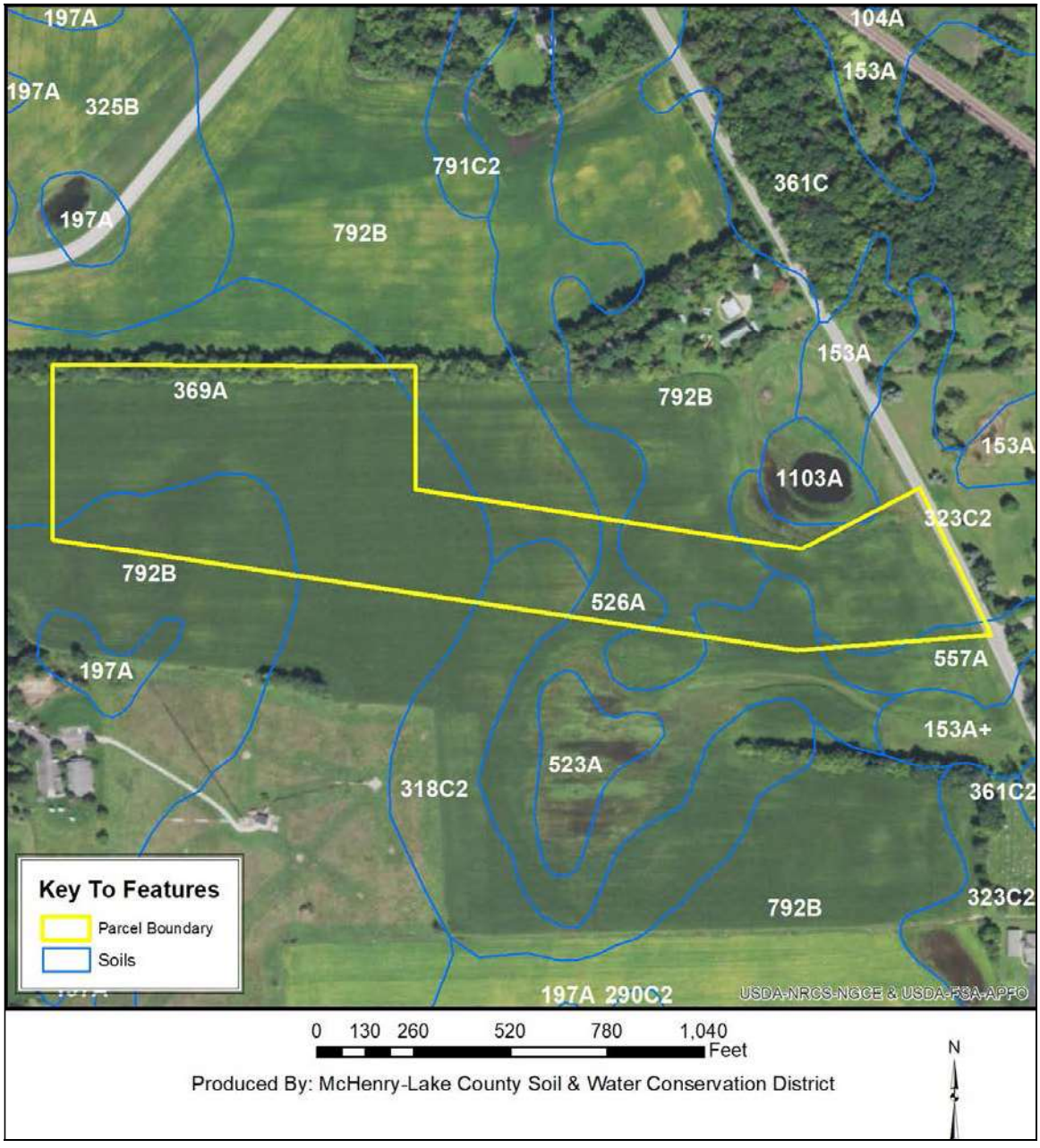
Contact Person:
Tej Patel

PREPARED BY:
McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT
1648 S. EASTWOOD DR.
WOODSTOCK, IL 60098
PHONE: (815) 338-0444
www.mchenryswcd.org

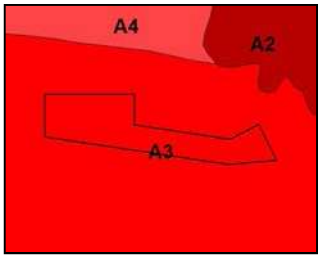
The McHenry-Lake County Soil & Water Conservation District is an equal opportunity provider and employer.

EXECUTIVE SUMMARY OF NRI REPORT #23-002-4463

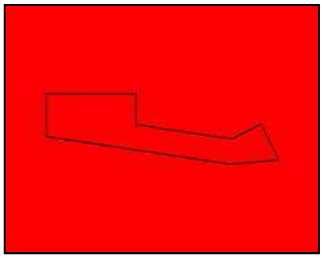
It is the opinion of the McHenry-Lake County Soil and Water Conservation District Board of Directors that this report as summarized on these pages are pertinent to the requested zoning change.



Groundwater Contamination Potential and Recharge Areas:

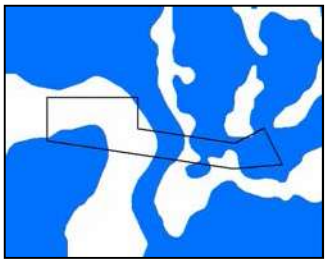


Aquifer Sensitivity Map (*This is the area beneath the soil profile down to bedrock)
The Geologic features map indicates the parcel is comprised of A3 geologic limitations. A3 has a high aquifer contamination potential.

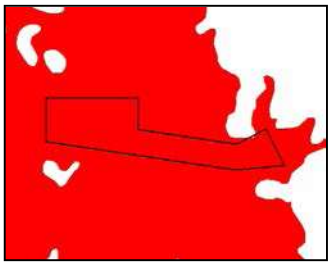


Sensitive Aquifer Recharge Areas (Includes the soil profile and underlying geology).

- The Sensitive Aquifer Recharge Map indicates the entire parcel is within an area designated as Sensitive Aquifer Recharge (red areas on map).



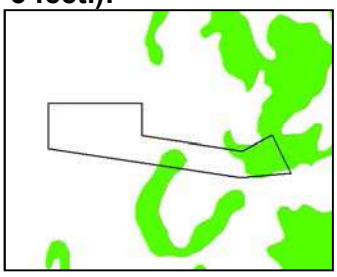
Soil Leachability Map (This is only the soil profile within the parcel from the surface down to approx. 5 feet).
The Soil Leachability Index indicates 43.6% or 9.62 acres of the parcel has a moderate leaching potential (blue areas of map) for fertilizers (includes household use).
There were no high leaching potentials identified.



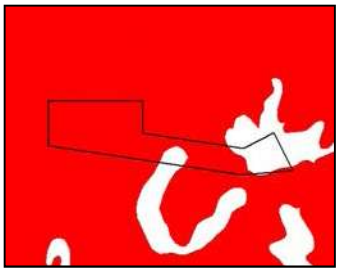
Soil Permeability Map (This is only the soil profile within the parcel from the surface down to approx. 5 feet. Soil permeability is a reflection of the speed in which water (with or without pollutants) can move through the soil profile.)

The USDA-NRCS Soil Survey Map of the area indicates 22.04 acres or 99.93% of the parcel has soils which are highly permeable, allowing water to rapidly move through the soil profile. Highly permeable areas are identified in red.

Soil Limitations (This evaluates the parcel from the surface down to approximately 5 feet.):



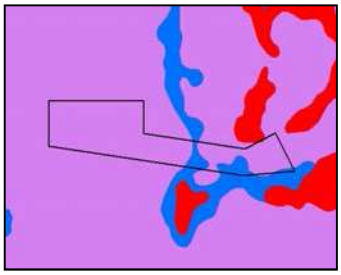
Erosion Ratings
The NRCS Soils Survey indicates 4.26 acres or 19.31% of the parcel contains. Highly Erodible Soils. The McHenry-Lake SWCD has two staff members certified in Sediment and Erosion Control and can aid the petitioner by reviewing erosion control plans and make recommendations.



Prime Farmland Soils
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 17.78 acres or 80.62% of the parcel is comprised of prime farmland soils. Prime farmland soils include “prime soils” and “prime when drained soils” minus wetland areas identified on inventories.



Ground Based Solar Arrays
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 17.8 acres or 80.7% of the parcel is comprised of soils with a Very Limited Rating (identified in red) for Ground Based Solar Arrays with Soil Anchor Systems.



Hydric Soils
The NRCS Soil Survey identifies 0.02 acres or 0.07% of the parcel as containing hydric soils (identified in red) and 1.76 acres or 7.96% of the parcel as somewhat poorly drained soils (identified in blue). It also identifies 20.29 acres or 91.97% of the parcel as containing soils with a water table greater than 4 feet below the surface (identified in purple).

Floodplain Information:

The Flood Insurance Rate Map
Indicates there is no 100-year floodplain present on this parcel.

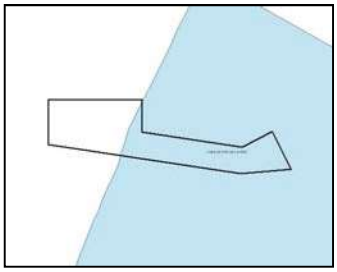
Flood of Record Map (Hydrologic Atlas)
The Flood of Record Map for this area indicates there has been no previous flooding on the parcel.

Wetland Information:

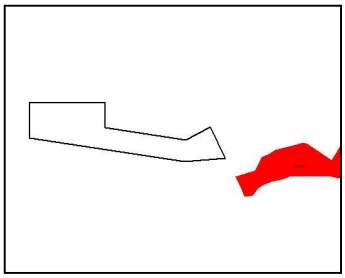
USDA-NRCS Wetland Inventory
The NRCS Wetlands Inventory indicates there are no wetlands on the parcel.

ADID Wetland Inventory
The ADID Wetland Study indicates there are no wetlands on the parcel.

Cultural Resources: None identified



Class III Groundwater Area: Office maps indicate the eastern portion of the parcel is within the Lake in the Hills Fen Class III Groundwater Recharge Area. The Administrative Code regarding Class III Groundwater Areas is located at the end of this report.



Preserved or Recognized Ecological Sites: Office maps indicate McHenry County Natural Areas Inventory Site - West Crystal Lake Prairie is southeast of the parcel.

Woodlands: The parcel contains mature trees along the northern border of the parcel.

Agricultural Areas: Office Maps indicate there are no State designated agricultural areas on the parcel in question.

Land Evaluation Site Assessment (LESA): The Land Evaluation Score for the parcel is 89. A Site Assessment was not completed due to the remaining agricultural Zoning.

ADDITIONAL CONCERNS

Subsurface agriculture drainage tile occurs in almost all poorly drained and somewhat poorly drained soils. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. A damaged subsurface drainage tile may return original hydrologic conditions to all the areas that drained through the tile (ranging from less than one acre to many square miles. It is recommended that a drain tile survey be completed on the parcel to locate any existing tiles.

The areas between panels and within the buffers, should be planted to a native prairie mix to help increase water infiltration and reduce runoff from the site. It is recommended that a planting and maintenance plan be developed with the landowner to ensure that noxious weeds are controlled, and native plantings are properly installed and managed. The petitioner is encouraged to add pollinator species to this planting plan.

An Agriculture Mitigation Agreement with the Illinois Department of Agriculture should be completed. The agreement should address decommissioning of the site after the lifespan of the facility has been reached. It is recommended that all panels, piles, transformers, underground lines, and fencing be completely removed from the site. If underground lines are to remain, they should have at least 5 feet of cover to adequately allow farming operations to commence after the facility's removal. A template can be found on the Illinois Department of Agriculture's website.

This parcel is within the Crystal Lake Watershed. The City of Crystal Lake has developed the Crystal Lake Watershed Stormwater Management Design Manual to help ensure that the quality and quantity of surface and groundwater flowing into Crystal Lake is not impacted by development. The petitioner is encouraged to contact the City of Crystal Lake to discuss the proposed development. Their manual can be found at this link: https://www.crystallakeparks.org/upload/CityOfCrystalLake-CrystalLakeWatershedStormwaterManagementDesignManual-min.pdf

NATURAL RESOURCE INFORMATION REPORT (NRI)

NRI Report Number	23-002-4463
Date District Board Reviews Application	February 7, 2023
Applicant's Name	Surya Powered LLC
Size of Parcel	21.7 acres
Zoning Change	A-1 Conditional Use (Solar Farm)
Parcel Index Number(s)	13-25-400-015
Common Location	Undefined
Contact Person	Tej Patel

Copies of this report or notification of the proposed land-use change were provided to:	***yes***	***no***
The Applicant	x	
The Applicant's Legal Representation		x
The Local/Township Planning Commission		x
The Village/City/County Planning and Zoning Department or Appropriate Agency	x	
The McHenry-Lake County Soil & Water Conservation District	x	

Report Prepared By: *Spring M. Duffey* Position: *Executive Director*

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PURPOSE AND INTENT

The purpose of this report is to inform officials of the local governing body and other decision-makers with natural resource information. This information may be useful when undertaking land use decisions concerning variations, amendments or relief of local zoning ordinances, proposed subdivision of vacant or agricultural lands and the subsequent development of these lands. This report is a requirement under Section 22.02a of the Illinois Soil and Water Conservation Districts Act.

The intent of this report is to present the most current natural resource information available in a readily understandable manner. It contains a description of the present site conditions, the present resources, and the potential impacts that the proposed change may have on the site and its resources. The natural resource information was gathered from standardized data, on-site investigations and information furnished by the petitioner. This report must be read in its entirety so that the relationship between the natural resource factors and the proposed land use change can be fully understood.

Due to the limitations of scale encountered with the various resource maps, the property boundaries depicted in the various exhibits in this report provide a generalized representation of the property location and may not precisely reflect the legal description of the PIQ (Parcel in Question).

This report, when used properly, will provide the basis for proper land use change decisions and development while protecting the natural resource base of the county. It should not be used in place of detailed environmental and/or engineering studies that are warranted under most circumstances, but in conjunction with those studies.

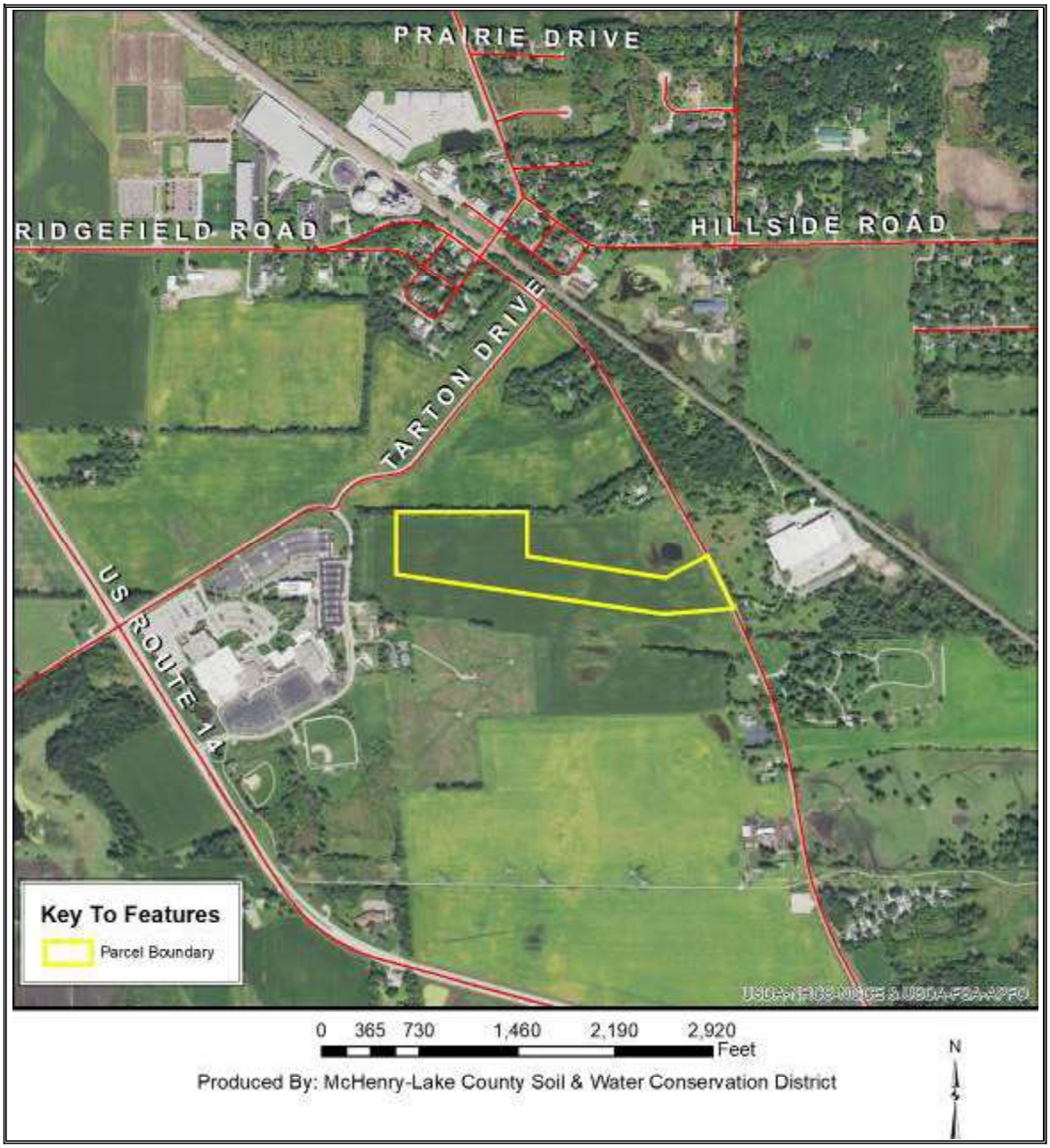
The conclusions of this report in no way indicate that a certain land use is not possible, but it should alert the reader to possible problems that may occur if the capabilities of the land are ignored. Any questions on the technical data supplied in this report or if anyone feels that they would like to see more additional specific information to make the report more effective, please contact:

McHenry-Lake County Soil & Water Conservation District
1648 S. Eastwood Dr.
Woodstock, IL 60098
Phone: (815) 338-0444 ext. 3
www.mchenryswcd.org
E-mail: Spring.Duffey@il.nacdnet.net

PARCEL LOCATION

Location Map for Natural Resources Information Report # 23-002-4463

In the Southeast Quarter of Section 25 Township 44 North, Range 7 East, on 21.7 acres. This parcel is located on the west side of Ridgefield Road, south of the intersection of Ridgefield Road and Tarton Drive, McHenry County, IL.



ARCHAEOLOGIC/CULTURAL RESOURCES

Simply stated, cultural resources are all the past activities and accomplishments of people. They include the following: buildings; objects made or used by people; locations; and less tangible resources, such as stories, dance forms, and holiday traditions. The Soil and Water Conservation District most often encounters cultural resources as historical properties. These may be prehistoric or historical sites, buildings, structures, features, or objects. The most common type of historical property that the Soil and Water Conservation District may encounter is non-structural archaeological sites. These sites often extend below the soil surface, and must be protected against disruption by development or other earth moving activity if possible. Cultural resources are *non-renewable* because there is no way to "grow" a site to replace a disrupted site.

Landowners with historical properties on their land have ownership of that historical property. However, the State of Illinois owns all of the following: human remains, grave markers, burial mounds, and artifacts associated with graves and human remains.
Non-grave artifacts from archaeological sites and historical buildings are the property of the landowner. The landowner may choose to disturb a historical property, but may not receive federal or state assistance to do so. If an earth moving activity disturbs human remains, the landowner must contact the county coroner within 48 hours.

Office maps do not indicate historical features on the parcel in question. (PIQ)

ECOLOGICALLY SENSITIVE AREAS

What is Biological Diversity and Why Should it be Conserved?[1]

Biological diversity, or biodiversity, is the range of life on our planet. A more thorough definition is presented by botanist Peter H. Raven: "At the simplest level, biodiversity is the sum total of all the plants, animals, fungi and microorganisms in the world, or in a particular area; all of their individual variation; and all of the interactions between them. It is the set of living organisms that make up the fabric of the planet Earth and allow it to function as it does, by capturing energy from the sun and using it to drive all of life's processes; by forming communities of organisms that have, through the several billion years of life's history on Earth, altered the nature of the atmosphere, the soil and the water of our Planet; and by making possible the sustainability of our planet through their life activities now." (Raven 1994)

[1]Taken from *The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities*, prepared by the Nature Conservancy Great Lakes Program 79W. Monroe Street, Suite 1309, Chicago, IL 60603, January 1994

It is not known how many species occur on our planet. Presently, about 1.4 million species have been named. It has been estimated that there are perhaps 9 million more that have not been identified. What is known is that they are vanishing at an unprecedented rate. Reliable estimates show extinction occurring at a rate several orders of magnitude above "background" in some ecological systems. (Wilson 1992, Hoose 1981)

The reasons for protecting biological diversity are complex, but they fall into four major categories.

First, loss of diversity generally weakens entire natural systems. Healthy ecosystems tend to have many natural checks and balances. Every species plays a role in maintaining this system. When simplified by the loss of diversity, the system becomes more susceptible to natural and artificial perturbations. The chances of a system-wide collapse increase. In parts of the midwestem United States, for example, it was only the remnant areas of natural prairies that kept soil intact during the dust bowl years of the 1930s. (Roush 1982)

Simplified ecosystems are almost always expensive to maintain. For example, when synthetic chemicals are relied upon to

control pests, the target species are not the only ones affected. Their predators are almost always killed or driven away, exasperating the pest problem. In the meantime, people are unintentionally breeding pesticide-resistant pests. A process has begun where people become perpetual guardians of the affected area, which requires the expenditure of financial resources and human ingenuity to keep the system going.

A second reason for protecting biological diversity is that it represents one of our greatest untapped resources. Great benefits can be reaped from a single species. About 20 species provide 90% of the world's food. Of these 20, just three, wheat, maize and rice-supply over one half of that food. American wheat farmers need new varieties every five to 15 years to compete with pests and diseases. Wild strains of wheat are critical genetic reservoirs for these new varieties.

Further, every species is a potential source of human medicine. In 1980, a published report identified the market value of prescription drugs from higher plants at over $3 billion. Organic alkaloids, a class of chemical compounds used in medicines, are found in an estimated 20% of plant species. Yet only 2% of plant species have been screened for these compounds. (Hoose 1981)

The third reason for protecting diversity is that humans benefit from natural areas and depend on healthy ecosystems. The natural world supplies our air, our water, our food and supports human economic activity. Further, humans are creatures that evolved in a diverse natural environment between forest and grasslands. People need to be reassured that such places remain. When people speak of "going to the country," they generally mean more than getting out of town. For reasons of their own sanity and well being, they need a holistic, organic experience. Prolonged exposure to urban monotony produces neuroses, for which cultural and natural diversity cure.

Historically, the lack of attention to biological diversity, and the ecological processes it supports, has resulted in economic hardships for segments of the basin's human population.

The final reason for protecting biological diversity is that species and natural systems are intrinsically valuable. The above reasons have focused on the benefits of the natural world to humans. All things possess intrinsic value simply because they exist.

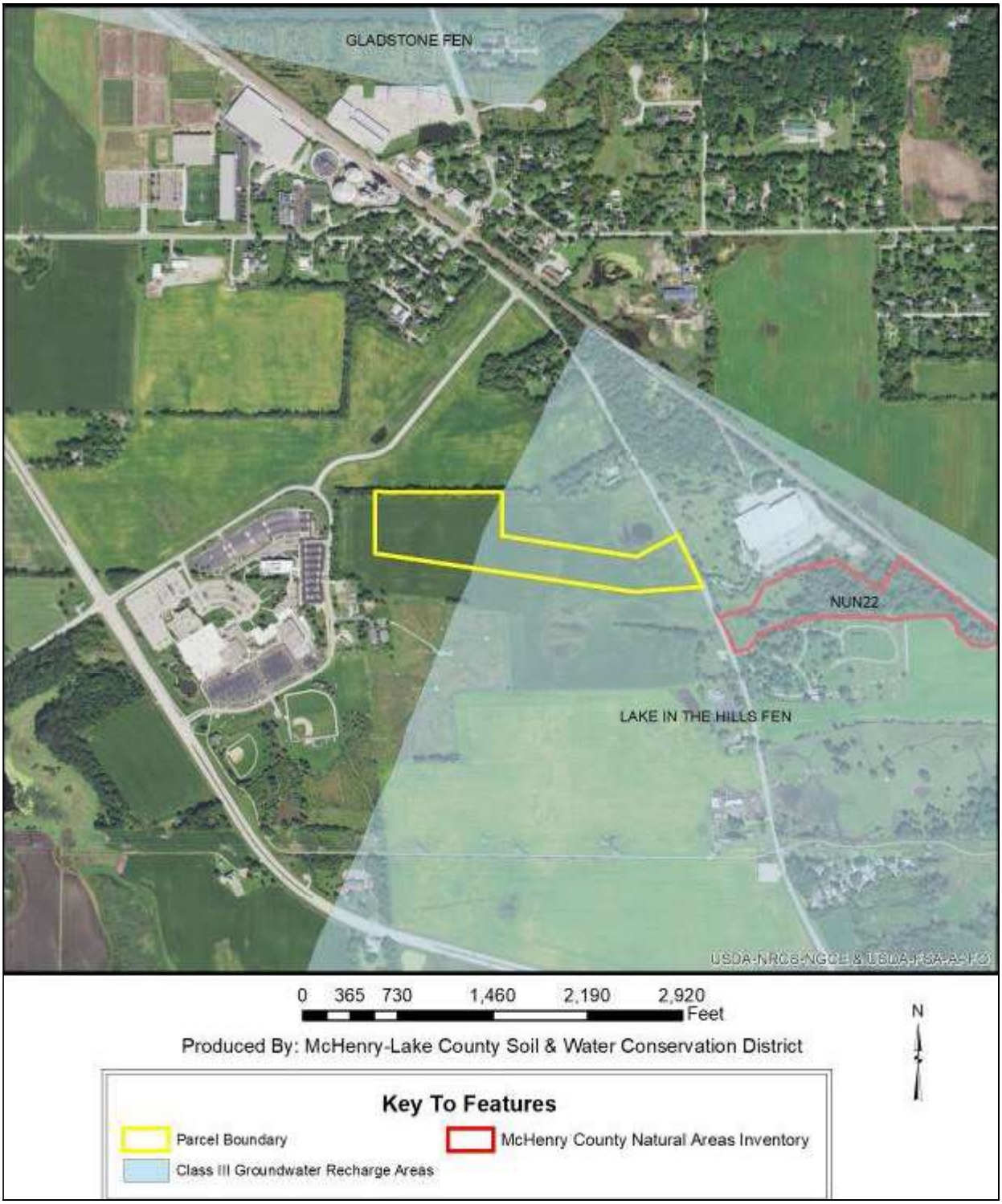
Biological Resources Concerning the Subject Parcel

As part of the Natural Resources Information Report, staff checks office maps to determine if any nature preserves are within 500 feet of the parcel in question. If there is a nature preserve in the area, then that resource will be identified as part of the report. The SWCD recommends that every effort be made to protect that resource. Such efforts should include, but are not limited to erosion control, sediment control, stormwater management, and groundwater monitoring.

Office maps indicate the eastern portion of the parcel is within the Lake in the Hills Fen Class III Groundwater Recharge area. Please see the attachment at the end of this report regarding water quality standards.

Additionally, McHenry County Natural Areas Inventory Site (NUN22) – West Crystal Lake Prairie is southeast of the parcel. This unprotected Wet Silt Loam Prairie is threatened by water table alterations and brush encroachment.

See maps on the next 2 pages.


GLADSTONE FEN
NUN22
LAKE IN THE HILLS FEN
0 365 730 1,460 2,190 2,920
Feet
N
Produced By: McHenry-Lake County Soil & Water Conservation District
Key To Features
Parcel Boundary
McHenry County Natural Areas Inventory
Class III Groundwater Recharge Areas


M.C.N.A.I.
2005
West Crystal Lake Prairie
NUN22
MCCD-NRM
Base map: 2001 aerial photo
Site last visited: 1998
Map Date: 3/8/05
Feet
0 250 500 750 1,000
Meters
0 100 200 300
Township: Nunda-14
Section: 30
Former ID: L24
Ridgefield Rd.
US 14
NUN10
DOR10
DOR13
DOR05
NUN07
NUN22
NUN19
NUN23
DOR09
Cherry Valley Rd
Oak Ridge Rd
Walkup Rd
McHenry County

WOODLANDS

Existing mature trees should be preserved whenever possible. Woodlands provide a large number of benefits such as wildlife habitat, erosion control, air and water quality improvements, as well as aesthetic values. Construction activities can indirectly destroy trees. Oak trees are particularly susceptible to long term, permanent damage caused by construction activities and require special consideration. It is also recommended that invasive non-native species be removed whenever possible.

Native woodlands are no longer a common occurrence throughout much of McHenry County. Although forests originally covered nearly 40% of Illinois, today only about 12% of the state is forested, with most of this being secondary growth (Ill. Natural History Survey Reports, Nov/Dec 1993, No. 324). The composition of Illinois forests has changed markedly over the past three decades. 97% of the timberland is classified as hardwood forest. The forest acreage continues to increase from 4.2 million acres in 1985 to 4.3 million acres in 1998. (IL Forest Development Council News, IL DNR, Winter 2001/Volume 2, No. 1). Oak-hickory forests, which had made up half of the acreage, have declined by 14%, and make up 2.1 million acres. This decline is largely a result of wildfire suppression that allows maples to take over. Thus, the acres of maple-beech forest have risen more than 40-fold from 1962 to 1985, to one quarter of the total forest area, 696 thousand acres. Dutch elm disease and the conversion of forested bottomlands to agriculture have resulted in huge declines in the elm-ash-cottonwood forests, 906 thousand acres, falling from one third - one sixth of the Illinois forest area. Elm accounts for the greatest number of individual trees – 412 million. Other species groups with more than 100 million trees include hickory, red oak, sugar/black maple, ash, hackberry, and black cherry.

Woodlands provide many benefits such as wildlife habitat, erosion control, air and water quality improvements, and aesthetic values. Forests are responsible for much of the biological diversity in the state. Many species are dependent upon forests for food & shelter, including threatened/endangered species.

One of the most serious problems facing Illinois forests is the invasion of exotic plants and animals. Some of the most damaging plants includes European buckthorn, multiflora rose, honeysuckle, purple loosestrife, and garlic mustard.

Many trees, particularly hardwoods (especially oaks) are extremely sensitive to construction-induced disturbances. The area most susceptible to damage is within the "drip radius," the ground surface directly beneath the leafy canopy of the tree. Many trees have an extensive system of feeder roots, located within one foot of the surface, and supply the tree with the majority of its moisture and nutrient needs.

Construction activities can negatively impact trees in several different ways. Earth-moving activities that stockpile soil near trees can suffocate tree roots that, although buried, require oxygen. Vehicle traffic can compact the soil to a point where the roots no longer function effectively. Grading activities for road cuts and foundations can cause a localized drop in the water table, placing the trees under stress. The placement of pavement or stormwater management facilities near established trees can also radically change soil moisture. The removal of the accumulated organic materials normally present on a woodland floor, and the subsequent establishment of turf lawns, can drastically affect the soil temperature and nutrient balance. Injury to the bark of a tree can increase the chance of the tree being subjected to a potentially harmful disease.

If existing trees are to be maintained in a healthy state, the appropriate planning is necessary. Someone with a working knowledge of forestry should assess existing trees to determine which trees should be protected. Some tree species are not considered desirable due to their aggressive growth, behavior, and limited value to local wildlife. Proper management of woodlands and open space includes the selective elimination of such trees and replacement by more desirable species. **Trees that are to be saved should be marked and protected with snow fencing or similar material, installed around the drip radius, to prevent root damage,** and vehicle traffic should

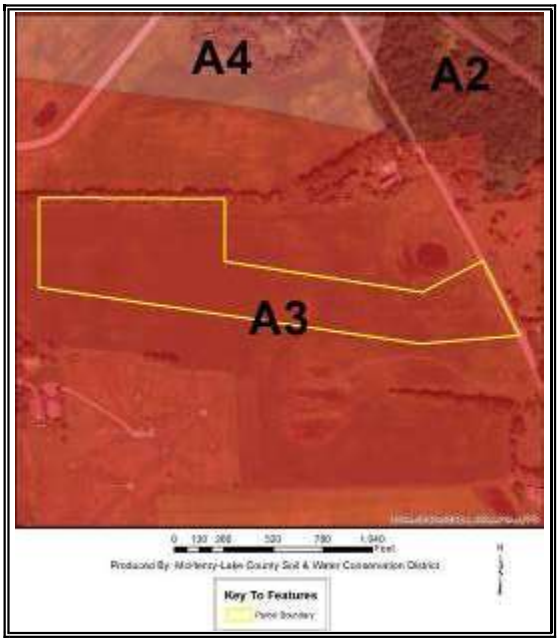
be minimized around the drip line. Contractors should be informed of the intention to preserve trees and be expected to conduct their work accordingly.

Tree damage resulting from construction activities may not be apparent for a number of years. While it is recognized that some tree loss is unavoidable, this should be minimized to the extent possible. It is highly recommended that trees lost to development activity be replaced by younger specimens of the native trees now found on the PIQ.

GEOLOGIC INFORMATION

Geology and the Proposed Land Use

As density of septic systems increases, the concern for pollution potential of local groundwater rises. Local geology plays an important role in determining the pollution potential. Groundwater pollution potential is an important factor when determining a specific area's suitability for a given land use. The local geology, is an important element of the natural resource base. This information, when compared to soils information, gives a clearer picture of conditions on this parcel.



Aquifer Sensitivity, McHenry County, Illinois (e.g., septic systems) (Vaiden et al.)

Geological data comes from the Illinois State Geological Survey Circular 559, *Geologic Mapping for Environmental Planning, McHenry County, Illinois.*

The Geologic features map indicates the parcel is comprised of A3 geologic limitations.

A3: Geologic limitations. The potential for contaminating shallow aquifers is high. In these areas, contaminants from any source can move rapidly through these sand and gravel deposits to wells or nearby streams. In addition, this thick surficial aquifer is commonly hydraulically connected to underlying aquifers (Berg 1994). Land-use practices should be very conservative in all areas mapped as unit A. (Curran et al 1997) (Contains 20 –50 feet Henry sand and gravel at surface).

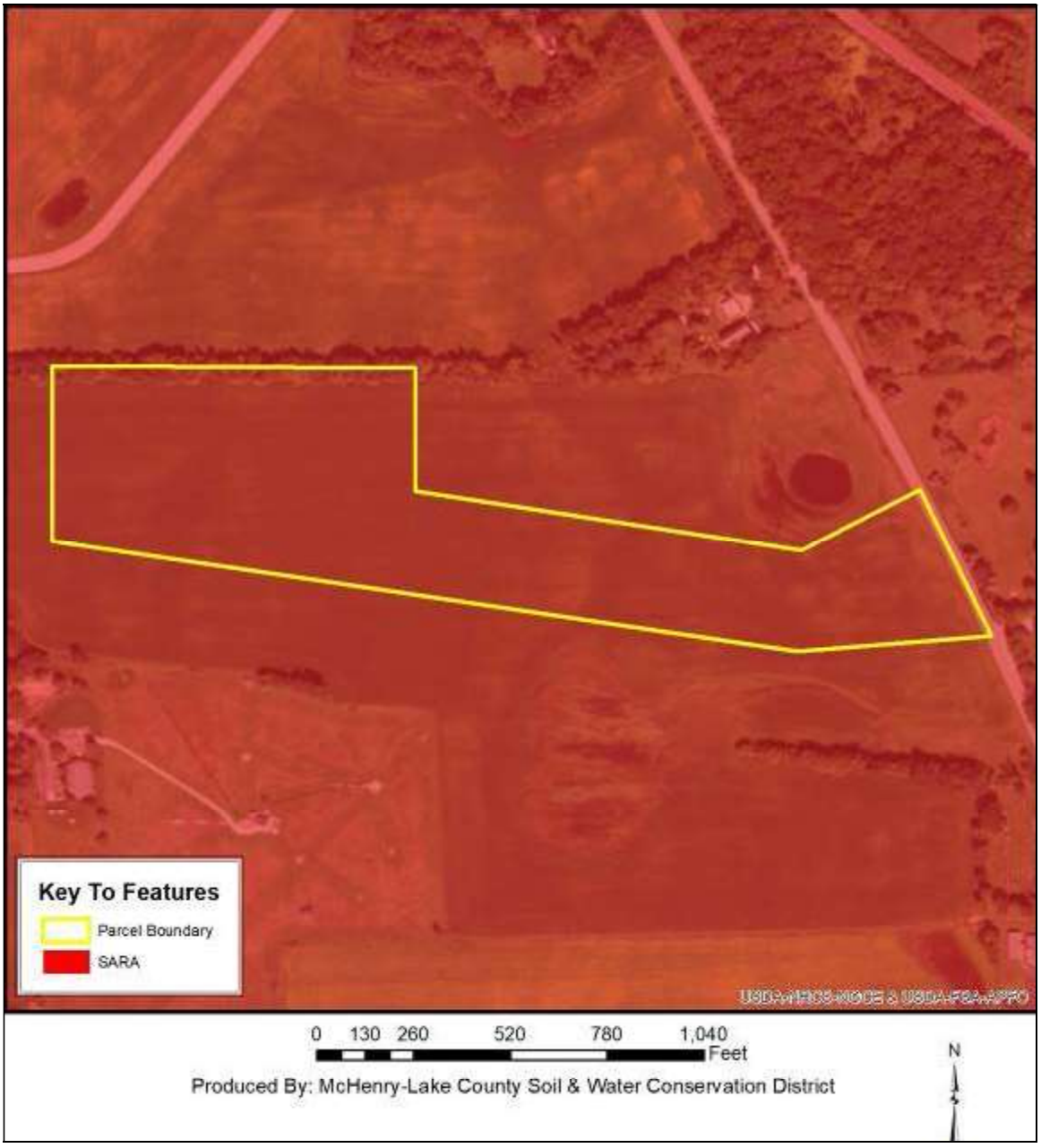
SENSITIVE AQUIFER RECHARGE AREAS

Developed for McHenry County in 2008 and revised in 2018 is the "McHenry County Sensitive Aquifer Recharge Areas" map. Because McHenry County is 100% reliant on groundwater and has been experiencing groundwater quantity/quality issues, the county board in 1995 authorized a groundwater investigation/report titled "County of McHenry Groundwater Resources Management Plan". Many facts in that report startled decision makers. For example, the report found that in 2000, one township was withdrawing groundwater at unsustainable rates and by 2030 if status-quo, three townships would be doing the same and that three other townships would be approaching that un-sustainability. In 2007, the County Board hired a full time Water Resources Manager and authorized the creation of the McHenry County Groundwater Task Force. The Recharge Subcommittee of the Groundwater Task Force was charged with identifying areas within the county that could be considered to have high potential for recharge of shallow groundwater and develop recommendations for protecting those areas in terms of both quantity and quality. The original main basis for the map identifying recharge is areas of high or moderately high potential for aquifer contamination as identified in the Illinois State Geological Survey's Circular 559, "Geologic Mapping for Environmental Planning, McHenry County, IL". In a meeting of the recharge subcommittee, Illinois State Geological Survey and Illinois State Water Survey, it was determined that the areas of high or moderately high potential for aquifer contamination could be qualified by using soil properties. The plan was to remove from the high and moderately high areas those soils with slow permeability, steep slopes and hydric soils that discharge groundwater. Using Table 6 of the Soil Survey of McHenry County a digital layer was developed of soil properties:

- Restricted permeability
- Slopes 4% or greater (except if the soil had excessive permeability, it was not included)

Also digitized were groundwater discharge hydric soils. NRCS Illinois Area 3 Resource Soil Scientists in 2002 developed a hydric soil recharge/flow through/discharge guide to use when designing wetland restoration. Because recharge/flow through/discharge is very complex and changes depending on the year only soils that were thought to be generally only groundwater discharge were used.

Subsequent to the original map development, 3D groundwater modeling has occurred and provided more precise groundwater flow data and thus was the basis for the 2018 map update. *(Information Courtesy of the McHenry County Groundwater Taskforce – Recharge Subcommittee.)*



The map indicates the entire parcel is within a Sensitive Aquifer Recharge Area.

SOILS INFORMATION

Importance of Soils Information

Soils information comes from Natural Resources Conservation Service Soil Maps and Descriptions for McHenry County. This information is important to all parties involved in determining the suitability of the proposed land use change.

Each soil polygon is given a number, which represents its soil type. The letter found after the soil type number indicates the soils slope class.

Each soil map unit has limitations for a variety of land uses such as septic systems, buildings with basements, and buildings without basements. It is important to remember that soils do not function independently of each other. The behavior of a soil depends upon the physical properties of adjacent soil types, the presence of artificial drainage, soil compaction, and its position in the local landscape.

The limitation categories (slight, moderate or severe) indicate the potential for difficulty in using that soil unit for the proposed activity and, thus, the degree of need for thorough soil borings and engineering studies. A limitation does not necessarily mean that the proposed activity cannot be done on that soil type. It does mean that the reasons for the limitation need to be thoroughly understood and dealt with in order to complete the proposed activity successfully. A severe limitation indicates that the proposed activity will be more difficult and costly to do on that soil type than on a soil type with a moderate or slight rating.

Soil survey interpretations are predictions of soil behavior for specified land uses and specified management practices. They are based on the soil properties that directly influence the specified use of the soil. Soil survey interpretations allow users of soil surveys to plan reasonable alternatives for the use and management of soils.

Soil interpretations do not eliminate the need for on-site study and testing of specific sites for the design and construction for specific uses. They can be used as a guide for planning more detailed investigations and for avoiding undesirable sites for an intended use. The scale of the maps and the range of error limit the use of the soil delineations.

Natural Resources Conservation Service Soil Survey Map of Area



Soil Map Unit Descriptions

Symbol	Description	Acres	Percent
1103A	HOUGHTON MUCK 0 TO 2 PERCENT SLOPES UNDRAINED	0.02	0.07%
318C2	LORENZO LOAM 4 TO 6 PERCENT SLOPES ERODED	0.97	4.38%
323C2	CASCO LOAM 4 TO 6 PERCENT SLOPES ERODED	3.29	14.92%
369A	WAUPECAN SILT LOAM 0 TO 2 PERCENT SLOPES	10.67	48.37%
526A	GRUNDELEIN SILT LOAM 0 TO 2 PERCENT SLOPES	1.76	7.96%
557A	MILLSTREAM SILT LOAM 0 TO 2 PERCENT SLOPES	0.17	0.76%
792B	BOWES SILT LOAM 2 TO 4 PERCENT SLOPES	5.19	23.53%

*SOURCE: National Cooperative Soil Survey

Soil Interpretations Explanation

Nonagricultural

General

These interpretative ratings help engineers, planners, and others to understand how soil properties influence behavior when used for nonagricultural uses such as building site development or construction materials. This report gives ratings for proposed uses in terms of limitations and restrictive features. The tables list only the most restrictive features. Other features may need treatment to overcome soil limitations for a specific purpose.

Ratings come from the soil's "natural" state, that is, no unusual modification occurs other than that which is considered normal practice for the rated use. Even though soils may have limitations, an engineer may alter soil features or adjust building plans for a structure to compensate for most degrees of limitations. Most of these practices, however, are costly. The final decision in selecting a site for a particular use generally involves weighing the costs for site preparation and maintenance.

Soil properties influence development of building sites, including the selection of the site, the design of the structure, construction, performance after construction, and maintenance. Soil limitation ratings of slight, moderate, and severe are given for the types of proposed improvements that are listed or inferred by the petitioner as entered on the report application and/or zoning petition. The most common types of building limitation that this report gives limitations ratings for is: septic systems. It is understood that engineering practices can overcome most limitations for buildings with and without basements, and small commercial buildings. Limitation ratings for these types of buildings are not commonly provided. Organic soils, when present on the parcel, are referenced in the hydric soils section of the report. This type of soil is considered to be unsuitable for all types of construction.

Limitations Ratings

1. ***Slight*** - This soil has favorable properties for the use. The degree of limitation is minor. The people involved can expect good performance and low maintenance.
2. ***Moderate*** - This soil has moderately favorable properties for the use. Special planning, design, or maintenance can overcome this degree of limitation. During some part of the year, the expected performance is less desirable than for soils rated slight.
3. ***Severe or Very Severe***- This soil has one or more properties that are unfavorable for the rated use. These may include the following: steep slopes, bedrock near the surface, flooding, high shrink-swell potential, a seasonal high water table, or low strength. This degree of limitation generally requires major soil reclamation, special design, or intensive maintenance, which in most situations is difficult and costly.

SOIL LEACHABILITY

Rating Criteria
The leaching index values are derived from the USDA-NRCS Leaching Index Values, McHenry County, Illinois table. The soil types were evaluated on the ability for herbicides/pesticides and nutrients to move through the soil profile and into the groundwater.

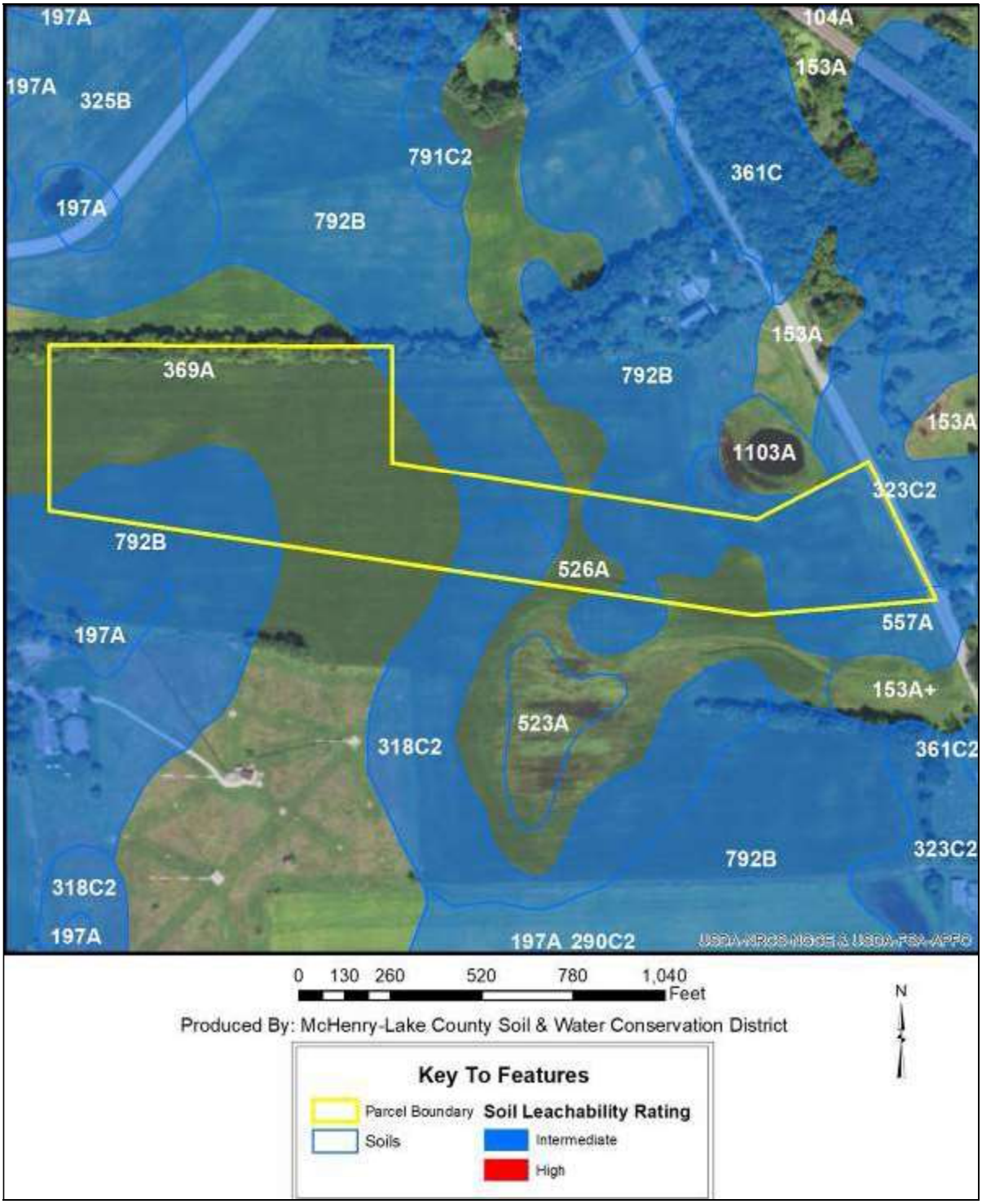
Leaching Index Value 1 – These soils have a low potential of leachable materials (herbicides/pesticides) reaching the bottom of the soil profile.

Leaching Index Value 2 – These soils have a moderate potential of leachable materials (herbicides/pesticides) reaching the bottom of the soil profile.

Leaching Index Value 3 – These soils have a high potential of leachable materials (herbicides/pesticides) reaching the bottom of the soil profile.

Soil Leachability

Symbol	Leach Index	Acres	Percent
1103A	Nominal	0.02	0.07%
318C2	Intermediate	0.97	4.38%
323C2	Intermediate	3.29	14.92%
369A	Nominal	10.67	48.37%
526A	Nominal	1.76	7.96%
557A	Intermediate	0.17	0.76%
792B	Intermediate	5.19	23.53%
Total Intermediate		**9.62**	**43.60%**
Total Severe		**-**	**0.00%**


197A
104A
153A
197A
325B
791C2
361C
197A
792B
153A
369A
792B
153A
1103A
323C2
792B
526A
557A
197A
153A+
523A
318C2
361C2
792B
323C2
318C2
197A
197A 290C2
0 130 260 520 780 1,040
Feet
N
Produced By: McHenry-Lake County Soil & Water Conservation District
Key To Features
Parcel Boundary
Soils
Soil Leachability Rating
Intermediate
High

SOIL PERMEABILITY

Soil permeability is the quality of the soil that enables water or air to move downward through the profile. The rate at which a saturated soil transmits water is accepted as a measure of this quality.

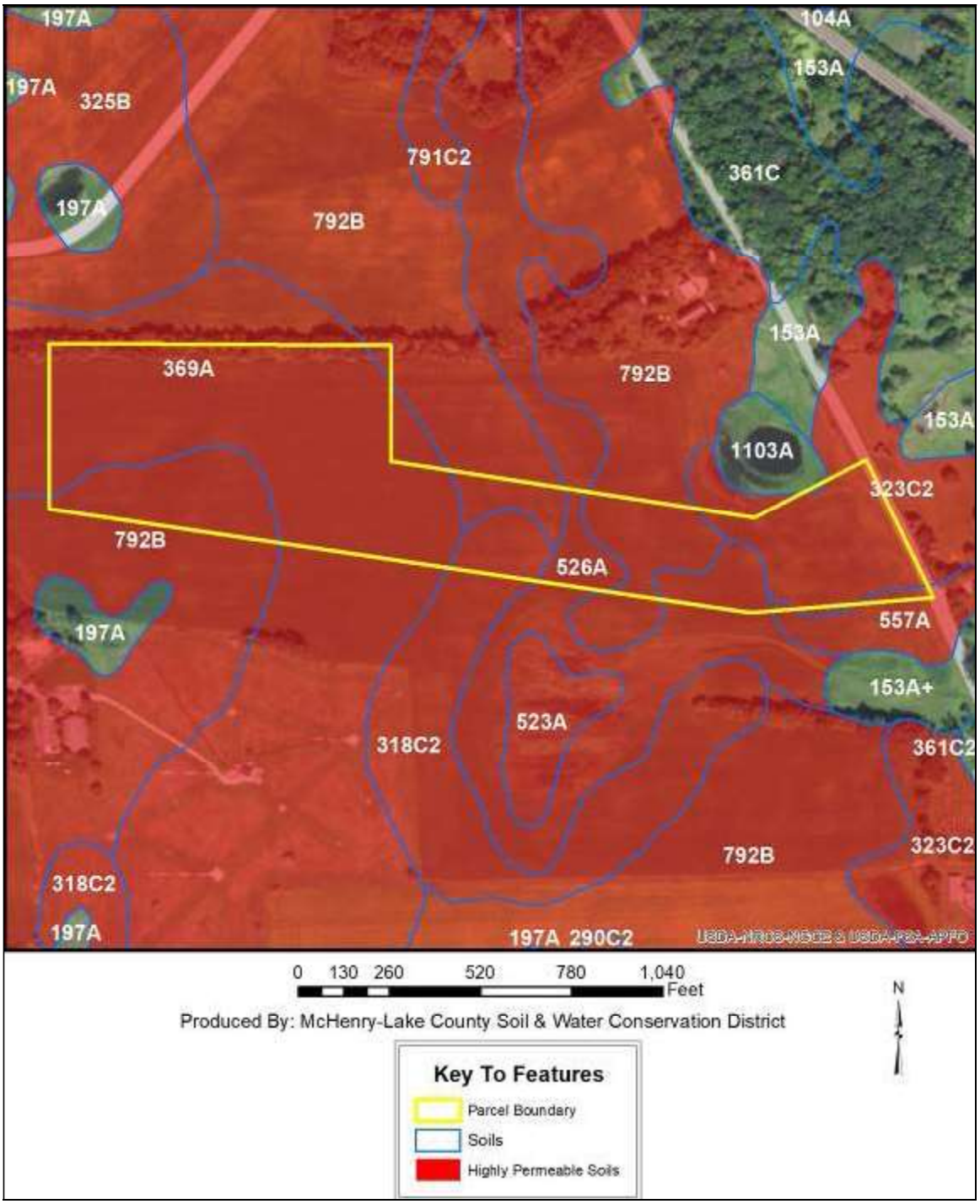
For the purposed of the NRI Report, those soils which have “rapid” to “very rapid” permeability, have been identified as “highly permeable.”

Terms describing permeability, measured in inches per hour, are as follows:

Extremely slow ..... 0.0 to 0.01 inch
Very slow ..... 0.01 to 0.06 inch
Slow ..... 0.06 to 0.2 inch
Moderately slow ..... 0.2 to 0.6 inch
Moderate ..... 0.6 inch to 2.0 inches
Moderately rapid ..... 2.0 to 6.0 inches
Rapid ..... 6.0 to 20 inches
Very rapid ..... more than 20 inches

Highly Permeable Soils

Symbol	Highly Permeable	Acres	Percent
1103A	no	0.02	0.07%
318C2	yes	0.97	4.38%
323C2	yes	3.29	14.92%
369A	yes	10.67	48.37%
526A	yes	1.76	7.96%
557A	yes	0.17	0.76%
792B	yes	5.19	23.53%
Total Highly Permeable		**22.04**	**99.93%**


197A
104A
153A
197A
325B
791C2
361C
197A
792B
153A
369A
792B
153A
1103A
323C2
792B
526A
557A
197A
153A+
523A
318C2
361C2
792B
323C2
318C2
197A
197A 290C2
0 130 260 520 780 1,040
Feet
N
Produced By: McHenry-Lake County Soil & Water Conservation District
Key To Features
Parcel Boundary
Soils
Highly Permeable Soils

SOIL EROSION & SEDIMENT CONTROL

Erosion is the wearing away of the soil by water, wind, and other forces. Soil erosion threatens the Nation's soil productivity and contributes the most pollutants in our waterways. Water causes about two thirds of erosion on agricultural land. Four properties, mainly, determine a soil's erodibility:

1. Texture 2. Slope 3. Structure
4. Organic matter content

Slope has the most influence on soil erosion potential when the site is under construction. Erosivity and runoff increase as slope grade increases. The runoff then exerts more force on the particles, breaking their bonds more readily and carrying them farther before deposition. The longer water flows along a slope before reaching a major waterway, the greater the potential for erosion.

Soil erosion during and after this proposed construction can be a primary non-point source of water pollution. Eroded soil during the construction phase can create unsafe conditions on roadways, decrease the storage capacity of lakes, clog streams and drainage channels, cause deterioration of aquatic habitats, and increase water treatment costs. Soil erosion also increases the risk of flooding by choking culverts, ditches and storm sewers, and by reducing the capacity of natural and man-made detention facilities.

The general principles of erosion and sedimentation control measures include:

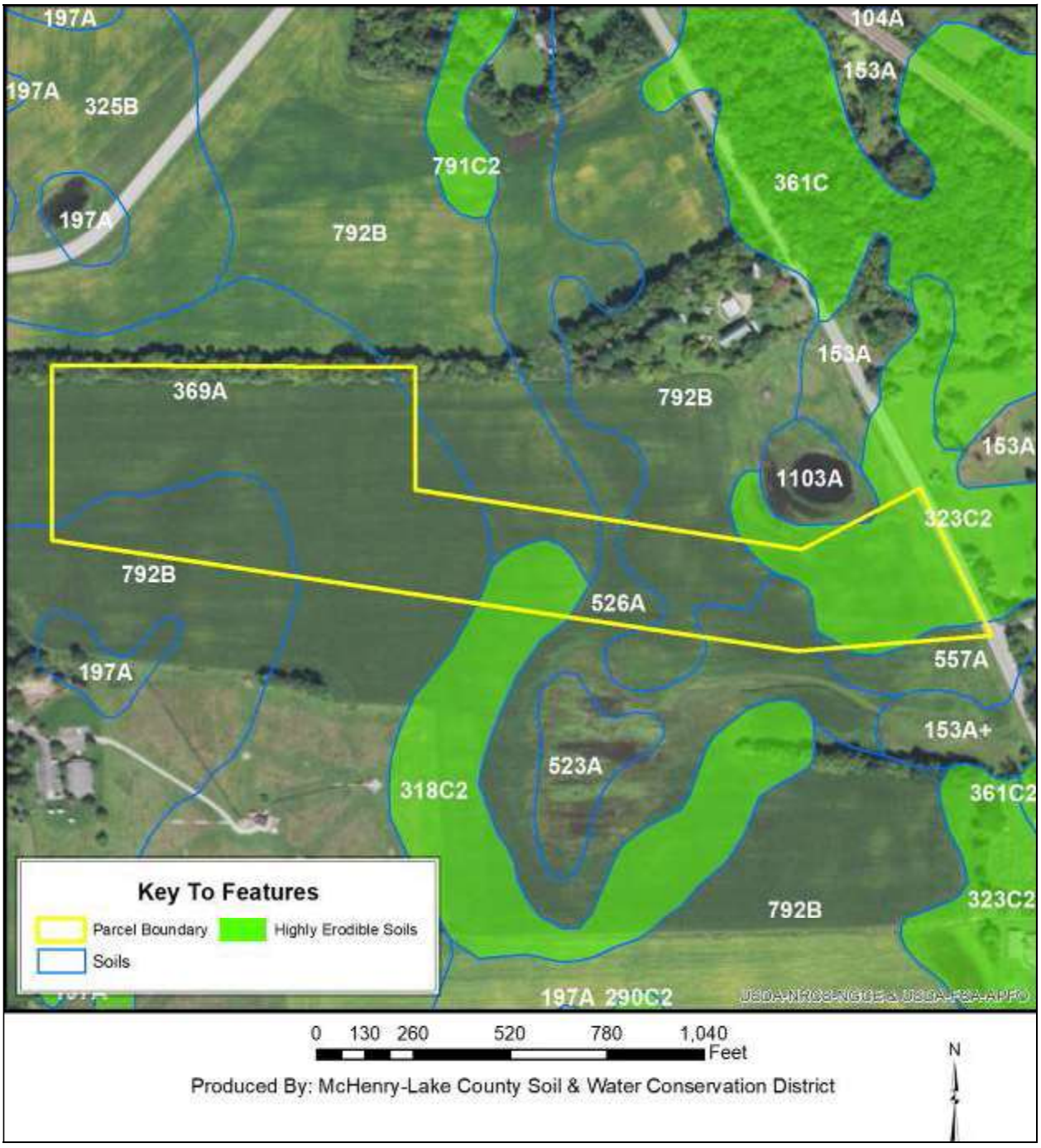
- reducing or diverting flow from exposed areas, storing flows or limiting runoff from exposed areas,
- staging construction in order to keep disturbed areas to a minimum,
- establishing or maintaining or temporary or permanent groundcover,
- retaining sediment on site and
- properly installing, inspecting and maintaining control measures.

Erosion control practices are useful controls only if they are properly located, installed, inspected and maintained.

The SWCD recommends an erosion control plan for all building sites, especially if there is a wetland or stream nearby.

Highly Erodible Soils (HEL)

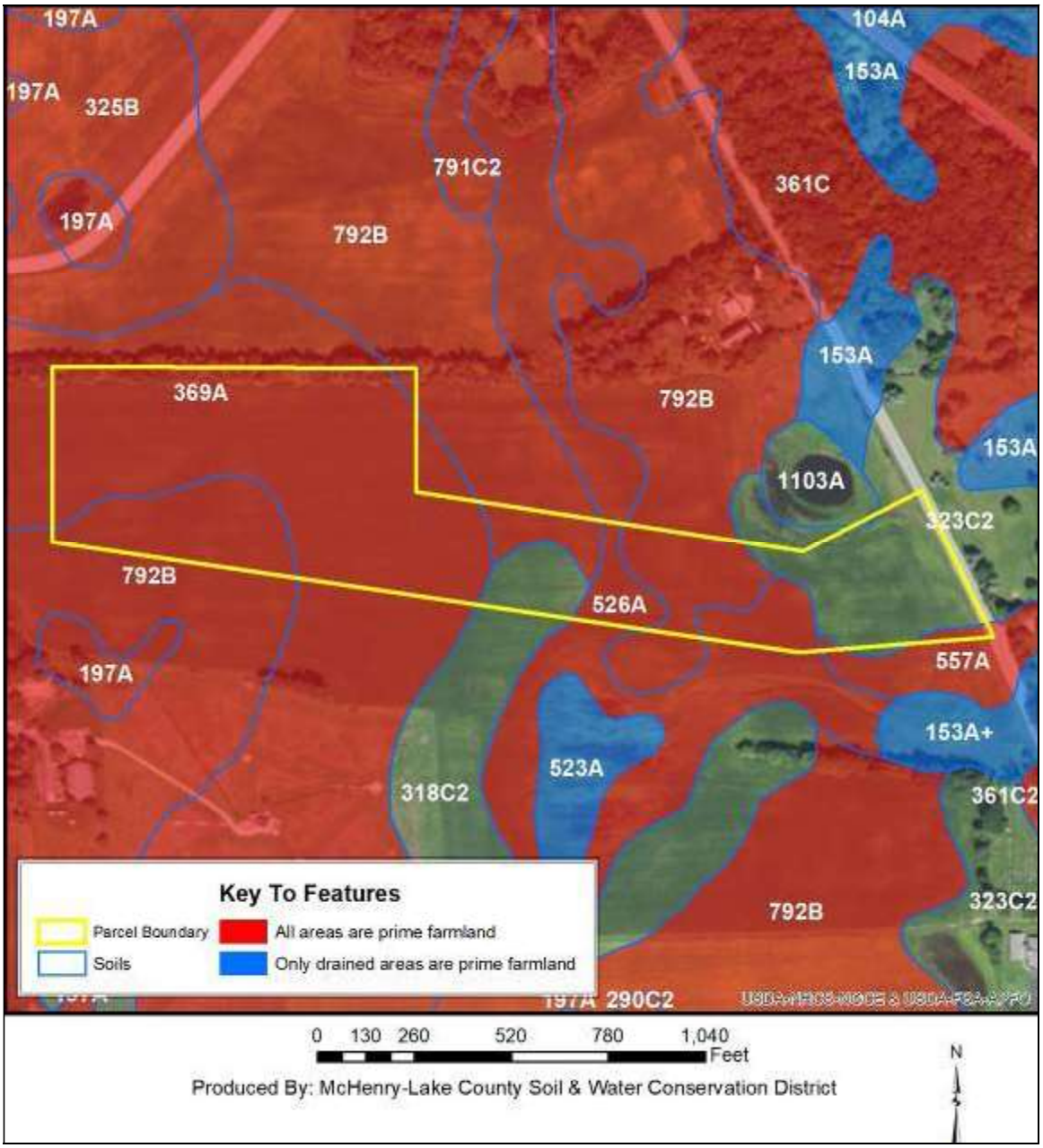
Symbol	Slope	HEL	Acres	Percent
1103A	0-2%	no	0.02	0.07%
318C2	4-6%	yes	0.97	4.38%
323C2	4-6%	yes	3.29	14.92%
369A	0-2%	no	10.67	48.37%
526A	0-2%	no	1.76	7.96%
557A	0-2%	no	0.17	0.76%
792B	2-4%	no	5.19	23.53%
Total Highly Erodible			**4.26**	**19.31%**


197A
104A
153A
197A
325B
791C2
361C
197A
792B
153A
369A
792B
153A
1103A
323C2
792B
526A
557A
197A
153A+
523A
318C2
361C2
792B
323C2
197A 290C2
Key To Features
Parcel Boundary
Highly Erodible Soils
Soils
0 130 260 520 780 1,040
Feet
Produced By: McHenry-Lake County Soil & Water Conservation District
N

PRIME FARMLAND SOILS

Prime farmland soils are an important resource to McHenry County. Some of the most productive soils in the United States occur locally. Each soil map unit in the United States is assigned a prime or non-prime rating. Prime agricultural land does not need to be in the production of food & fiber.

Section 310 of the NRCS general manual states that urban or built-up land on prime farmland soils is not prime farmland. The percentages of soils map units on the parcel reflect the determination that urban or built up land on prime farmland soils is not prime farmland.



Prime Farmland Soils

Symbol	Prime	Acres	Percent
1103A	Not Prime Farmland	0.02	0.07%
318C2	Not Prime Farmland	0.97	4.38%
323C2	Not Prime Farmland	3.29	14.92%
369A	All areas are prime farmland	10.67	48.37%
526A	All areas are prime farmland	1.76	7.96%
557A	All areas are prime farmland	0.17	0.76%
792B	All areas are prime farmland	5.19	23.53%
Total Prime Farmland Soils		**17.78**	**80.62%**

GROUND-BASED SOLAR ARRAYS, SOIL-PENETRATING ANCHOR SYSTEMS

Description

Ground-based solar arrays are sets of photovoltaic panels that are not situated on a building or pole. These installations consist of a racking system that holds the panel in the desired orientation and the foundation structures that hold the racking system to the ground. Two basic methods are used to hold the systems to the ground, based on site conditions and cost. One method employs driven piles, screw augers, or concrete piers that penetrate into the soil to provide a stable foundation. The ease of installation and general site suitability of soil-penetrating anchoring systems depends on soil characteristics such as rock fragment content, soil depth, soil strength, soil corrosivity, shrink-swell tendencies, and drainage. The other basic anchoring system utilizes precast ballasted footings or ballasted trays on the soil surface to make the arrays too heavy to move. The site considerations that impact both basic systems are slope, slope aspect, wind speed, land surface shape, flooding, and ponding. Other factors that will contribute to the function of a solar power array include daily hours of sunlight and shading from hills, trees or buildings.

Soil-penetrating anchoring systems can be used where the soil conditions are not limited. Installation of these systems requires some power equipment for hauling components and either driving piles, turning helices, or boring holes to install the anchoring apparatus.

Soils can be a non-member, partial member or complete members of the set of soils that are limited for "Ground-based Solar Panel Arrays". If a soil's property within 150 cm (60 inches) of the soil surface has a membership indices greater than zero, then that soil property is limiting and the soil restrictive feature is identified. The overall interpretive rating assigned is the maximum membership indices of each soil interpretive property that comprise the "Ground-based Solar Panel Array" interpretive rule. Minor restrictive soil features are identified but not considered as part of the overall rating process. These restrictive features could be important factors where the major restrictive features are overcome through design application.

Soils are placed into interpretive rating classes per their rating indices. These are not limited (rating index = 0), somewhat limited (rating index greater than 0 and less than 1.0), or very limited (rating index = 1.0).

Numerical ratings indicate the degree of limitation. The ratings are shown in decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil has the least similarity to a good site (1.00) and the point at which the soil feature is very much like known good sites (0).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation

Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

References:
Canada, S. 2012. Corrosion impacts on steel piles. Solarpro. Solarprofessional.com.

Romanoff, Melvin. 1962. Corrosion of Steel Pilings in Soils. Journal of Research of the National Bureau of Standards. (Volume 66C, No. 3). July/September, 1962.



Soil Rating Points

- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Solar Arrays, Soil-based Anchor Systems

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
318C2	Lorenzo loam, 4 to 6 percent slopes, eroded	Somewhat limited	Lorenzo (85%)	Steel corrosion (0.75)	1.0	4.5%
323C2	Casco loam, 4 to 6 percent slopes, eroded	Somewhat limited	Casco (85%)	Steel corrosion (0.75)	3.3	14.8%
369A	Waupecan silt loam, 0 to 2 percent slopes	Very limited	Waupecan (85%)	Frost action (1.00)	10.6	48.2%
				Low strength (0.87)		
				Steel corrosion (0.75)		
				Shrink-swell (0.25)		
526A	Grundelein silt loam, 0 to 2 percent slopes	Very limited	Grundelein (85%)	Frost action (1.00)	1.8	8.1%
				Steel corrosion (0.75)		
				Low strength (0.67)		
				Depth to saturated zone (0.48)		
				Shrink-swell (0.40)		
557A	Millstream silt loam, 0 to 2 percent slopes	Very limited	Millstream (85%)	Frost action (1.00)	0.2	0.9%
				Steel corrosion (0.75)		
				Depth to saturated zone (0.75)		
				Shrink-swell (0.25)		
				Low strength (0.14)		
			Dunham (6%)	Ponding (1.00)		
				Depth to saturated zone (1.00)		
				Frost action (1.00)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Low strength (0.83)		
				Steel corrosion (0.75)		
792B	Bowes silt loam, 2 to 4 percent slopes	Very limited	Bowes (85%)	Frost action (1.00)	5.2	23.5%
				Low strength (0.96)		
				Shrink-swell (0.31)		
1103A	Houghton muck, 0 to 2 percent slopes, undrained	Very limited	Houghton (85%)	Ponding (1.00)	0.0	0.1%
				Depth to saturated zone (1.00)		
				Frost action (1.00)		
				Low strength (1.00)		
				Steel corrosion (0.75)		
Totals for Area of Interest					22.1	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	17.8	80.7%
Somewhat limited	4.3	19.3%
Totals for Area of Interest	22.1	100.0%

AGRICULTURAL AREAS

The Agricultural Areas Conservation and Protect Act became effective July 1, 1980. The purpose of the Act is to provide a means by which agricultural land may be protected and enhanced as a viable segment of the State's economy and as an economic and environmental resource of major importance. Established Ag Areas tend to influence adjacent and surrounding land use changes since they are voluntary in nature and petitioned before the County Board for approval. Ag Areas are considered a high commitment to agriculture. Designated Ag Areas limit land utilization to specified agricultural uses within their designated boundaries. Ag Areas allow landowners limited benefits such as immunity form locally enacted ordinances, which would limit farming operations and immunity from special tax assessments from local units of government.

Office Maps indicate there are no state designated agricultural areas on or adjacent to the parcel in question.

LAND EVALUATION & SITE ASSESSMENT (LESA)

The Land Evaluation and Site Assessment system is a tool designed to evaluate the viability of agricultural lands where changes in land-use are proposed. LESA was developed as a decision-making tool used by the Zoning Board of Appeals, City Councils or County Boards to help make unbiased decisions of proper land-use. The LESA system was developed by the USDA-NRCS and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, urban growth factors, and land-use policies determined by local government. LESA was designed to be used in conjunction with the county's land-use plan, zoning ordinances, and other policies being used to decide land-use changes.

Decision makers use the Land Evaluation and Site Assessment (LESA) System to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land.

The LESA System is a two step procedure that includes:

- Land Evaluation (LE), soils value
- Site Assessment (SA), land use

Land Evaluation (**LE**) encompasses information regarding soils found on the site and their suitability for agricultural purposes. McHenry County soils consist of 73 different soil series ranging from gravely loams to wet muck soils and from highly productive agricultural soils to high quality gravel deposits. For purposes of the Land Evaluation portion of the LESA system, each soil is assigned a relative value number, from 0 to 100, a 0 being the worst soils for crop production, 100 the best. Parcels containing higher percentages of higher valued soils will rate higher on the overall LESA score while those containing higher percentages lowered value soils will rate lower in the overall LESA score. McHenry County SWCD provides a weighted average of the soils using a simple, mechanical, unbiased method of determining agricultural suitability of soils on site.

Site Assessment (**SA**) identifies and weighs 10 criteria, other than soils information, that contributes to the quality of a site for agricultural uses. The determination to include the specific site assessment factors directly resulted from the following:

- McHenry County Zoning Ordinance,
- 2030 Land Use Plan,
- Other adopted county policies.

In summary, the LESA evaluation addresses all factors, including soils information, together to provide a rational, consistent, and unbiased determination of the impact to agriculture from the proposed land use and zoning changes.

LAND EVALUATION (LE) WORKSHEET

Land Evaluation Score

Symbol	LE Score	Acres	Percent	Weighted Ave
1103A	0	0.02	0.07%	-
318C2	67	0.97	4.38%	2.94
323C2	66	3.29	14.92%	9.85
369A	97	10.67	48.37%	46.92
526A	96	1.76	7.96%	7.64
557A	90	0.17	0.76%	0.69
792B	89	5.19	23.53%	20.94
Land Evaluation Score				**88.97**

Explanation of the LE Worksheet:
Symbol: is the soil type of the polygon on the soils map. **Percentage and Acreage**: the percentages of the parcel, and the area that the soil polygon represents. **LE Score**: the numeric value from 0 - 100 that is assigned that soil unit **Weighted Ave**: The acreage multiplied by the value of that soil unit.

SITE ASSESSMENT (SA) WORKSHEET: A Site Assessment was not completed due to the underlying agricultural zoning.

LAND USE PLANS

Many counties, municipalities, villages and townships have developed land-use plans. These plans are intended to reflect the existing and future land-use needs of a give community.

This parcel is within the McHenry County 2030 Land Use Plan Map and is identified as Residential.

DRAINAGE, RUNOFF AND FLOOD INFORMATION

U.S.G.S Topographic maps give information on elevations, which are important mostly to determine slopes, drainage directions, and watershed information.

Elevations determine the area of impact of floods of record. Slope information determines steepness and erosion potential. Drainage directions determine where water leaves the PIQ, possibly impacting surrounding natural resources.

Watershed information is given for changing land use to a subdivision type of development on parcels greater than 10 acres.

What is a watershed?

Simply stated, a watershed is the area of land that contributes water to a certain point. The point that we use on these reports is usually the point where water exits the parcel. The point is marked with a "O." The watershed boundary is drawn in using the following marking: (— • • —). Often times, water will flow off the parcel in two or more directions. In that case, there is a watershed break on the parcel. (— • • —), and there are two or more watersheds on the parcel.

The watershed boundary is important because the area of land in the watershed can now be calculated using an irregular shape area calculator such as a dot counter or planimiter.

Using regional storm event information, and site specific soils and land use information, the peak stormwater flow through the point marked "O" for a specified storm event can be calculated. This value is called a "Q" value (for the given storm event), and is measured in cubic feet per second (CFS).

When construction occurs, the Q value naturally increases because of the increase in impermeable surfaces. This process decreases the ability of soils to accept and temporarily hold water. Therefore, more water runs off and increases the Q value.

Theoretically, if each development, no matter how large or small, maintains their preconstruction Q value after construction by the installation of stormwater management systems, the streams and wetlands and lakes will not suffer damage from excessive urban stormwater.

For this reason, the McHenry County SWCD recommends that the developer for intense uses such as a subdivision calculate the preconstruction Q value for the exit point(s). A stormwater management system should be designed, installed, and maintained to limit the postconstruction Q value to be at or below the preconstruction value.

Importance of Flood Information

A floodplain is defined as land adjoining a watercourse (riverine) or an inland depression (non-riverine) that is subject to periodic inundation by high water. Floodplains are important areas demanding protection since they have water storage and conveyance functions which affect upstream and down stream flows, water quality and quantity, and suitability of the land for human activity. Since floodplains play distinct and vital roles in the hydrologic cycle, development that interferes with their hydrologic and biologic functions should be carefully considered.

Flooding is both dangerous to people and destructive to their properties. The following maps, when combined with wetland and topographic information, can help developers and future homeowners to "sidestep" potential flooding or ponding problems.

FIRM is the acronym for the Flood Insurance Rate Map, produced by the Federal Emergency Management Agency. These maps define flood elevation adjacent to tributaries and major bodies

of water, and superimpose that onto a simplified USGS topographic map. The scale of the FIRM maps is generally dependent on the size and density of parcels in that area. (This is to correctly determine the parcel location and flood plain location.) The FIRM map has three (3) zones. A is the zone of 100 year flood, zone B is the 100 to 500 year flood, and zone C is outside the flood plain.

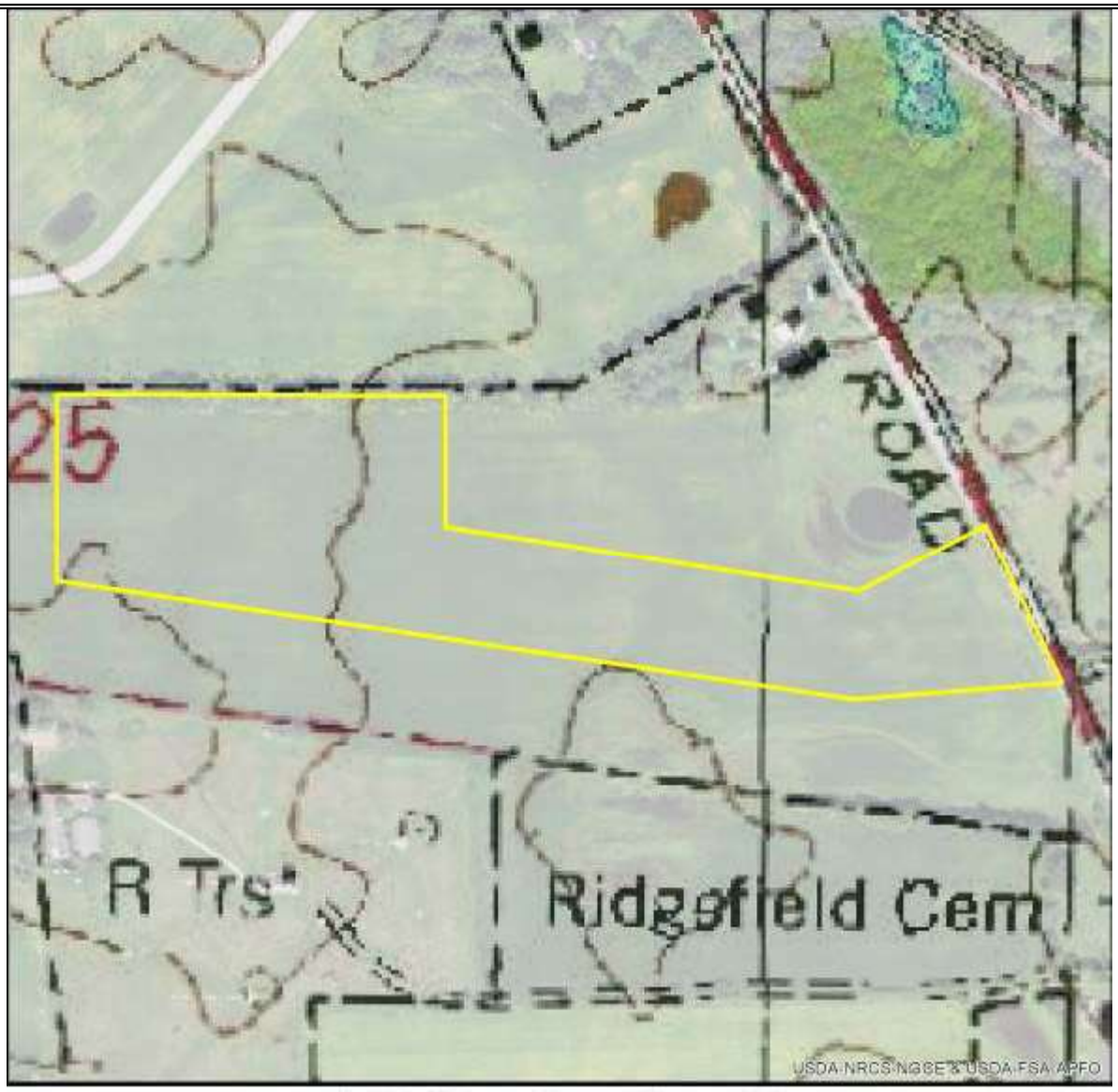
The Hydrologic Atlas (H.A.) Series of the Flood of Record Map is also used for the topographic information. This map is different from the FIRM map mainly because it will show isolated, or pocketed flooded areas. McHenry County uses both these maps in conjunction with each other for flooded area determinations. The Flood of Record maps, show the areas of flood for various years. Both of these maps stress that the recurrence of flooding is merely statistical. That is to say a 100-year flood may occur twice in one year, or twice in one week, for that matter.

It should be noted that greater floods than those shown on the two maps are possible. The flood boundaries indicated provide a historic record only until the map publication date. Additionally, these flood boundaries are a function of the watershed conditions existing when the maps were produced. Cumulative changes in runoff characteristics caused by urbanization can result in an increase in flood height of future flood episodes.

Floodplains play a vital role in reducing the flood damage potential associated with an urbanizing area and, when left in an undisturbed state, also provide valuable wildlife habitat benefits. If it is the petitioner's intent to conduct floodplain filling or modification activities, the petitioner and the Unit of Government responsible need to consider the potentially adverse effects this type of action could have on adjacent properties. The change or loss of natural floodplain storage often increases the frequency and severity of flooding on adjacent property.

If the available maps indicate the presence of a floodplain on the PIQ, the petitioner should contact the IDOT-DWR and FEMA to delineate a floodplain elevation for the parcel. If a portion of the property is indeed floodplain, applicable state, county and local regulations will need to be reflected in the site plans.

Another indication of flooding potential can be found in the soils information. Hydric soils indicate the presence of drainageways, areas subject to ponding, or a naturally occurring high water table. These need to be considered along with the floodplain information when developing the site plan and the stormwater management plan. If the site does include these hydric soils and development occurs, thus raising the concerns of the loss of water storage in these soils and the potential for increased flooding in the area.

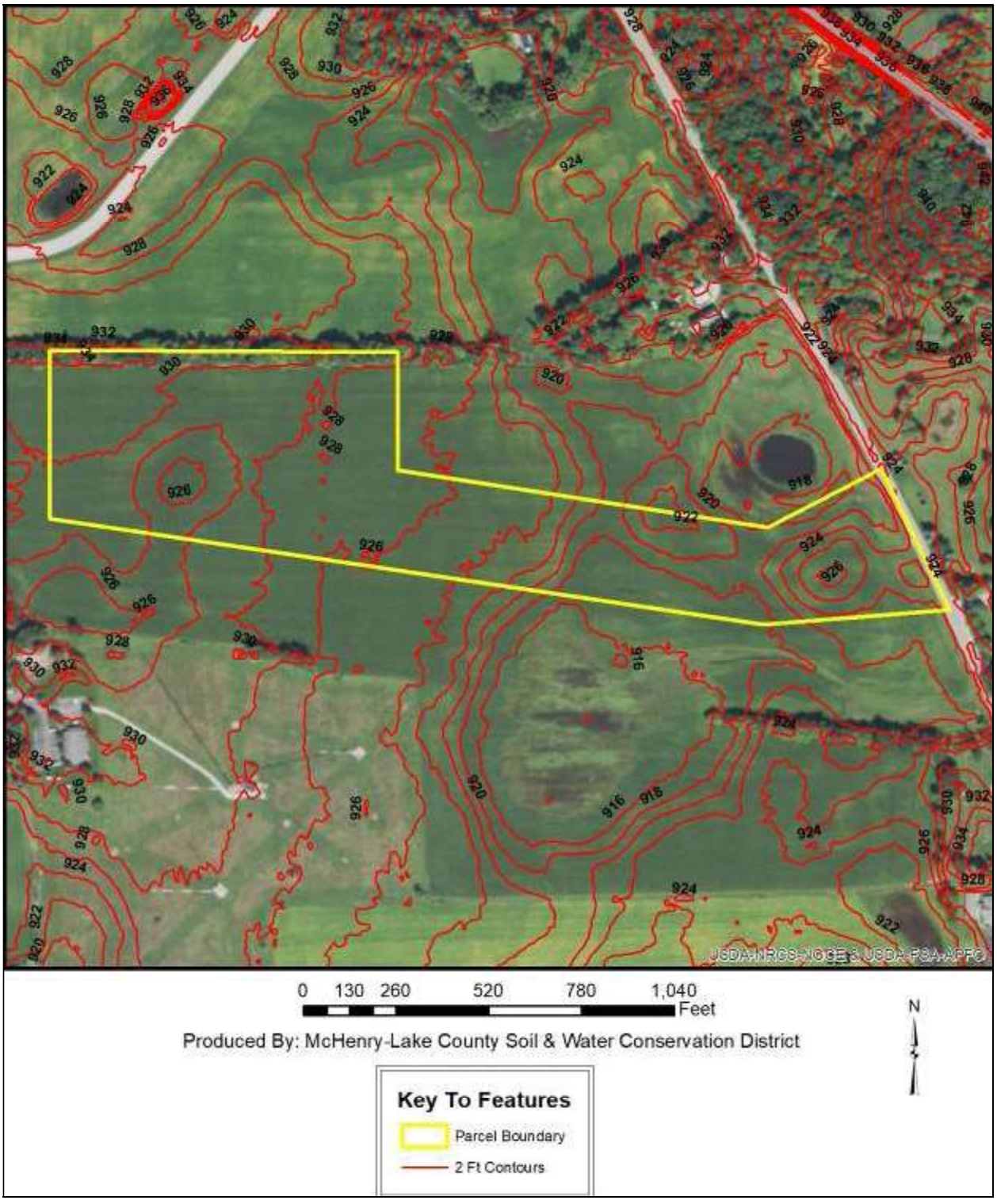


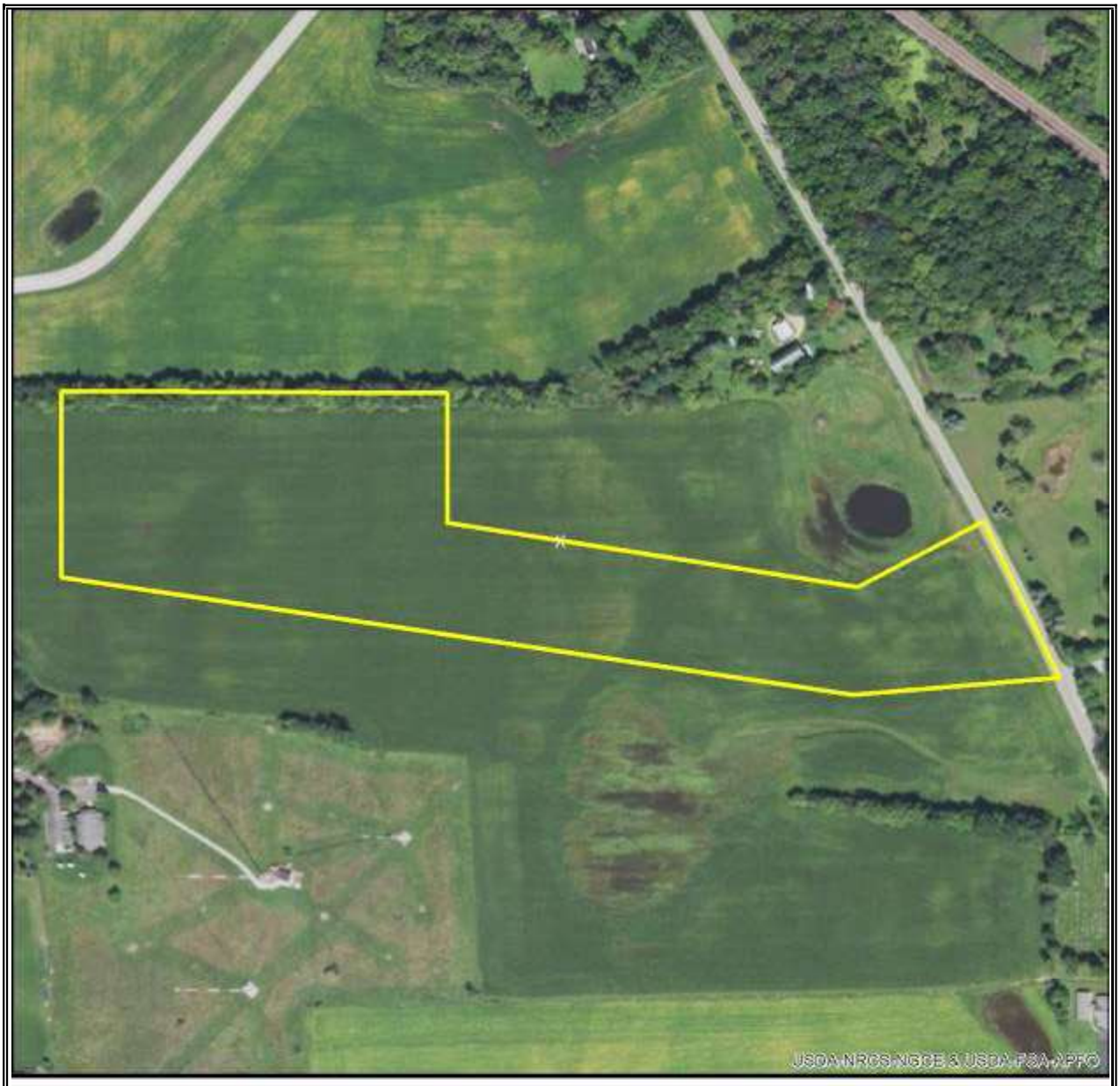
Flood of Record Map Showing Topographic Information

This parcel is located on rolling topography (slopes 0 to 6%) involving high and low areas (elevation ranges from 916’ above sea level to 934’ above sea level).

During construction, temporary vegetation can decrease erosion on the slopes if the area is to be mass graded.

Also, the flood of record for this area indicates previous flooding on 0% of the parcel.


0 130 260 520 780 1,040
Feet
N
Produced By: McHenry-Lake County Soil & Water Conservation District
Key To Features
Parcel Boundary
2 Ft Contours



0 130 260 520 780 1,040 Feet

N

Produced By: McHenry-Lake County Soil & Water Conservation District

Key To Features

Parcel Boundary

FEMA Floodplain

Flood Zone

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- 100 yr
- 100 yr with base flood elevations determined
- 100 yr with 1-3 ft. flood depths
- 100 yr usually sheet flow

Federal Emergency Management Agency: Flood Insurance Rate Map Panel 17111C0215J

The map indicates the parcel is outside of the 100-year floodplain.

WATERSHED PLANS

Watershed and Subwatershed Information

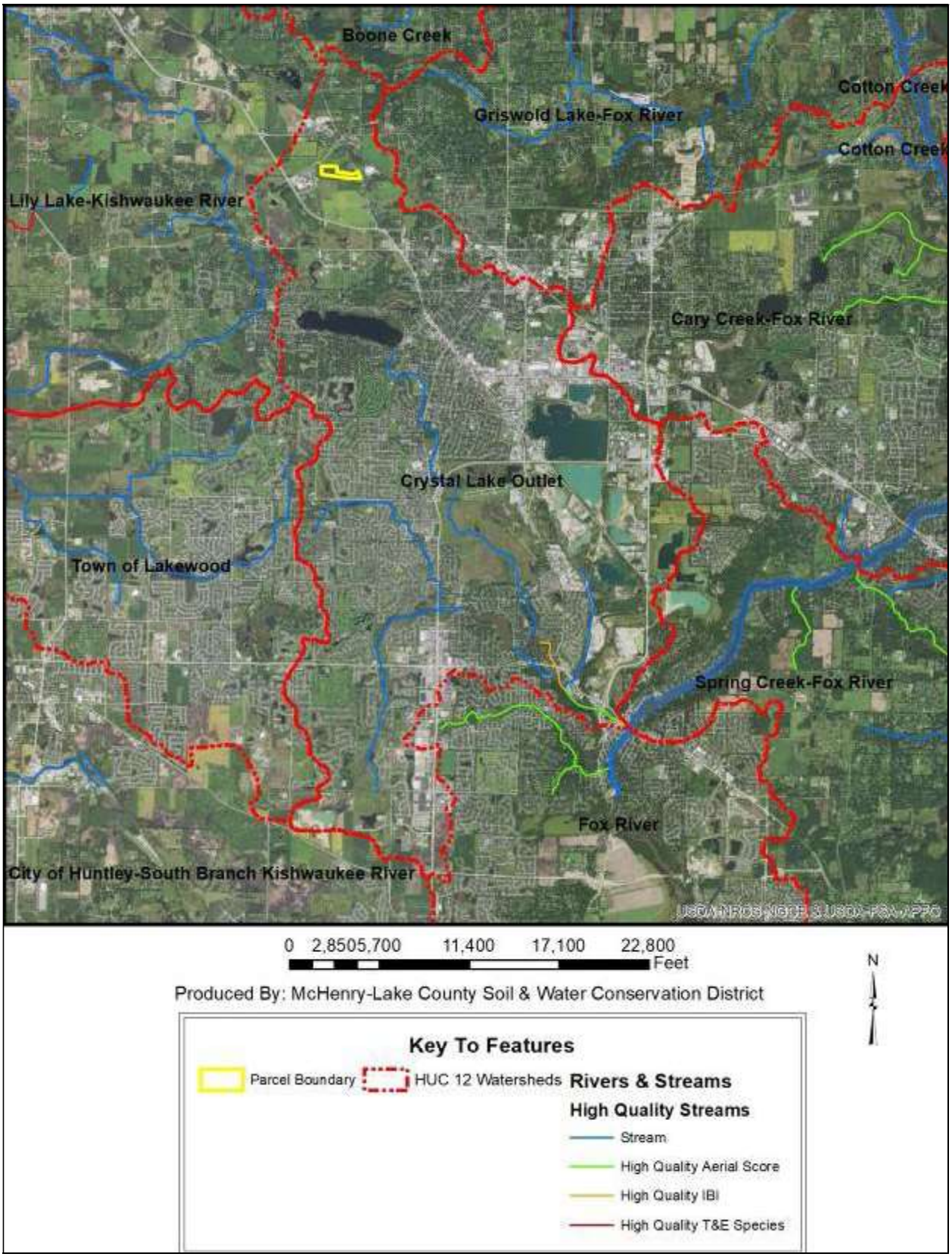
A watershed is the area of land that drains into a specific point including a stream, lake or other body of water. High points on the Earth's surface, such as hills and ridges define watersheds. When rain falls in the watershed, it flows across the ground towards a stream or lake. Rainwater carries any pollutants it comes in contact with such as oils, pesticides, and soil. Everyone lives in a watershed. Their actions can impact natural resources and people living downstream. Residents can minimize this impact by being aware of their environment and implications of their activities, implementing practices recommended in watershed plans and educating others about their watershed.

The parcel is within the Crystal Lake Outlet Subwatershed (HUC 12 – 071200061201) of the Lower Fox River Watershed, which encompasses 35,319.28 acres of McHenry County. This watershed is part of the Fox River Ecosystem Partnership. The **Fox River Ecosystem Partnership** (FREP) was formed in 1996 after the Illinois Department of Natural Resources (IDNR) designated a core of high-quality ecological resources in the northern-most watershed as a "Resource Rich Area". Portions of eleven counties, including Lake, McHenry, Kane, Kendall and LaSalle, form the Fox River watershed, which is home to 11% of the state's population. The watershed contains the Fox Chain O'Lakes (one of the nation's busiest inland waterways), many high quality Natural Areas, and suburban areas with some of the highest growth rates in the state.

The Partnership is a diverse group, made up of landowners, businesses, non-profit organizations, agencies and governments within the Fox River Watershed region.

In 1998 FREP began a comprehensive planning process, identifying 16 critical factors and 6 areas of concern. The result was the ***Integrated Management Plan for the Fox River Watershed in Illinois*** that makes 35 recommendations for action.

Information about the watershed can be found on their website: www.foxriverecosystem.org.


Boone Creek
Griswold Lake-Fox River
Cotton Creek
Cotton Creek
Lily Lake-Kishwaukee River
Cary Creek-Fox River
Crystal Lake Outlet
Town of Lakewood
Spring Creek-Fox River
Fox River
City of Huntley-South Branch Kishwaukee River
0 2,8505,700 11,400 17,100 22,800
Feet
N
Produced By: McHenry-Lake County Soil & Water Conservation District
Key To Features
Parcel Boundary
HUC 12 Watersheds
Rivers & Streams
High Quality Streams
Stream
High Quality Aerial Score
High Quality IBI
High Quality T&E Species

Importance of Wetland Information

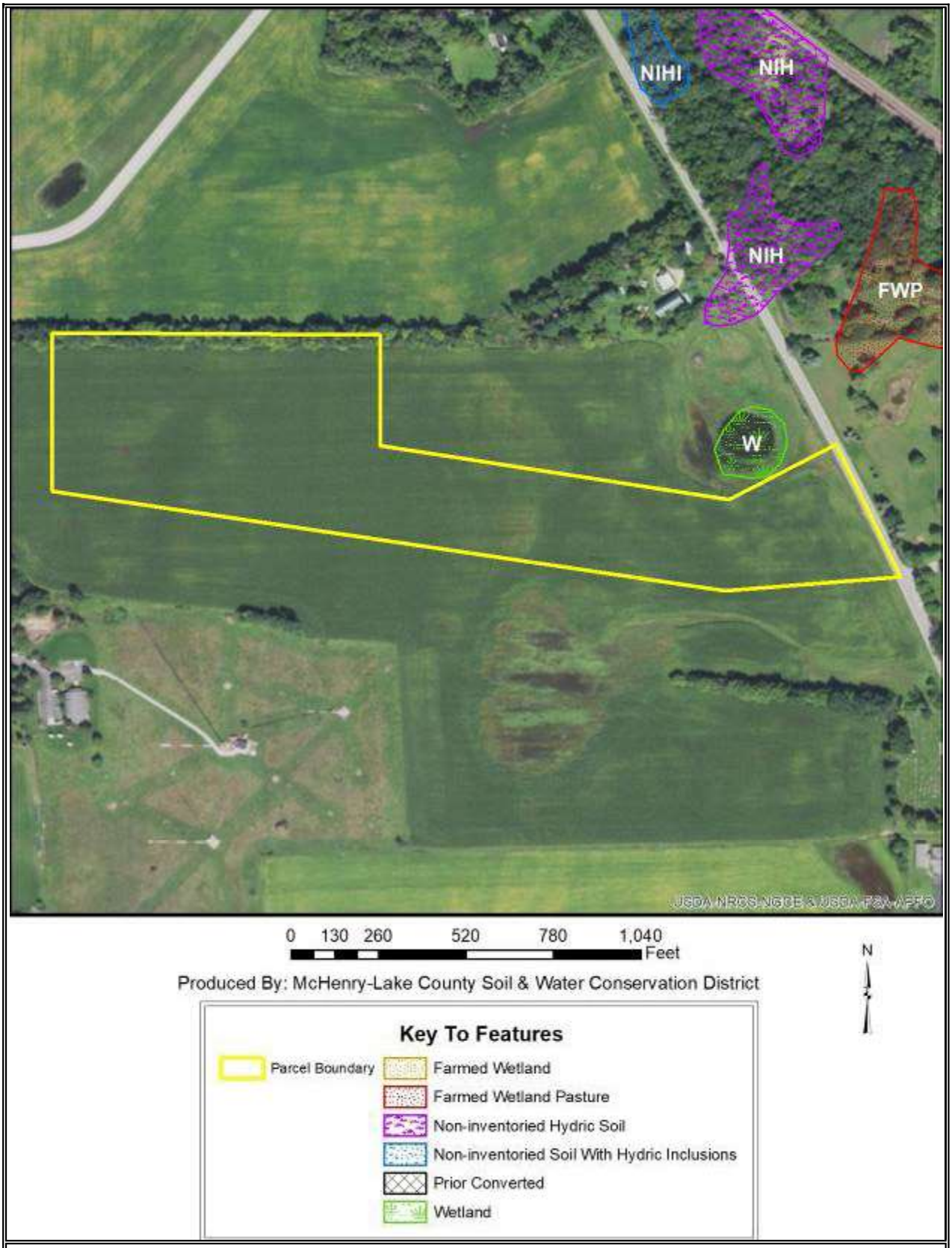
Wetlands function in many ways to provide numerous benefits to society. They control flooding by offering a slow release of excess water downstream or through the soil. They cleanse water by filtering out sediment and some pollutants, and can function as rechargers of our valuable groundwater. They also are essential breeding, rearing, and feeding grounds for many species of wildlife.

These benefits are particularly valuable in urbanizing areas as development activity typically adversely affects water quality, increases the volume of stormwater runoff, and increases the demand for groundwater. In an area where many individual homes rely on shallow groundwater wells for domestic water supplies, activities that threaten potential groundwater recharge areas are contrary to the public good. The conversion of wetlands, with their sediment trapping and nutrient absorbing vegetation, to biologically barren stormwater detention ponds can cause additional degradation of water quality in downstream or adjacent areas.

It has been estimated that over 95% of the wetlands that were historically present in Illinois have been destroyed while only recently has the true environmental significance of wetlands been fully recognized. America is losing 100,000 acres of wetland a year, and has saved 5 million acres total (since 1934). One acre of wetland can filter 7.3 million gallons of water a year. These are reasons why our wetlands are high quality and important.

This section contains the NRCS (Natural Resources Conservation Service) Wetlands Inventory, which is the most comprehensive inventory to date. The NRCS Wetlands Inventory is reproduced from an aerial photo at a scale of 1" equals 660 feet. The NRCS developed these maps in cooperation with U.S. EPA (Environmental Protection Agency,) and the U.S. Fish and Wildlife Service, using the National Food Security Act Manual, 3rd Edition. The main purpose of these maps is to determine wetland areas on agricultural fields and areas that may be wetlands but are in a non-agriculture setting.

The NRCS Wetlands Inventory in no way gives an exact delineation of the wetlands, but merely an outline, or the determination that there is a wetland within the outline. For the final, most accurate wetland **determination** of a specific wetland, a wetland ***delineation*** must be certified by NRCS staff using the National Food Security Act Manual (on agricultural land.) On urban land, a certified wetland delineator must perform the delineation using the ACOE 1987 Manual. *See the glossary section for the definitions of "delineation" and "determination."*



Natural Resources Conservation Service: Wetland Inventory Map.

The map indicates there are no wetlands on the parcel.

ADID (ADVANCED IDENTIFICATION OF AQUATIC RESOURCES)

Wetlands are some of the most productive and diverse ecological systems on Earth. The unique characteristics of plants, soils, and water distinguish these systems. Marshes, wet meadows, fens and bogs are some of the common wetland types found within McHenry County. There are also various streams scattered throughout the county, including several that rank among the highest quality in Illinois.

These wetlands, lakes and streams provide needed habitat and food for fish and wildlife. Diverse plants both common and rare are can be found in wetlands, and over 40 percent of Illinois' threatened and endangered plant and animal species rely on wetlands.

Wetlands have many other roles. They are critical to the control of flooding by storing vast quantities of runoff water during floods, and releasing it slowly to rivers and srteams as the floodwater recedes. This in turn helps to prevent erosion in downstream channels, aids in groundwater recharge, and stabilizes the baseflow in streams and rivers. Wetlands are also crucial in protecting water quality. Wetlands that border lakes and streams prevent erosion by holding soil in place and deflecting erosive flows and waves. They also remove sediment, nutrients, and toxic chemicals from runoff water.
Other benefits include groundwater recharge, discharge of clean water, recreation, enhancement of natural aesthetics and serve as buffers between adjacent developments.

This program designed by the EPA (Environmental Protection Agency), is intended to improve awareness of the functions and values of wetlands and other U.S. waters. It is also intended to inform landowners and developers that high quality sites may not be unsuitable for the disposal of dredged or fill material. These ADID projects can also provide guidance on the long-term protection and management of aquatic resources.

The wetland boundaries shown are not jurisdictional delineations. Any proposed drainage work in wet areas requires a certified wetland determination.

The ADID study indicates there are no wetlands on the parcel in question. (Map shown on next page.)



0 130 260 520 780 1,040
Feet

N

Produced By: McHenry-Lake County Soil & Water Conservation District

Key To Features

- Parcel Boundary
- farmed wetland
- 30 Ft Wetland Buffer
- high functional wetland
- high quality lake
- high quality wetland
- lake
- wetland

Hydric Soils

Soils information gives another indication of flooding potential. The soils map on this page indicates the soil(s) on the parcel that the Natural Resources Conservation Service indicates as hydric. Hydric soils by definition have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building. One group of the hydric soils, are the organic soils, which formed from dead organic material. Organic soils are unsuitable for building because of not only the high water table, but also their subsidence problems.

It is also important to add the possibility of hydric inclusions in a soil type. An inclusion is a soil polygon that is too small to appear on these maps. While relatively insignificant for agricultural use, hydric soil inclusions become more important to more intense uses such as a residential subdivision.

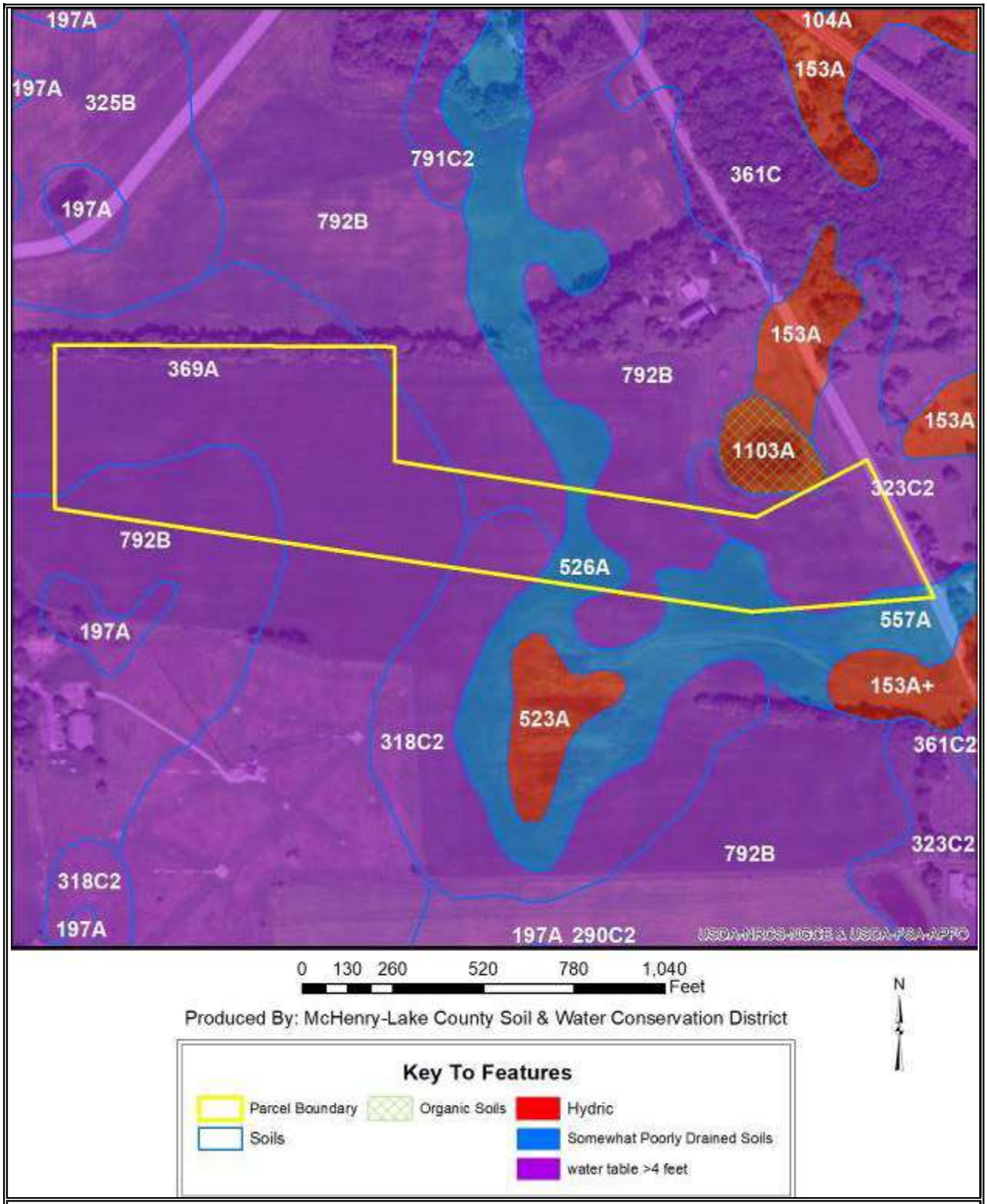
While considering hydric soils and hydric inclusions, it is noteworthy to mention that subsurface agriculture drainage tile occurs in almost all poorly drained and somewhat poorly drained soils. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. A damaged subsurface drainage tile may return original hydrologic conditions to all of the areas that drained through the tile (ranging from less than one acre to many square miles.)

For an intense land use, such as a subdivision, the McHenry County SWCD recommends the following:

1. A topographical survey with 1 foot contour intervals to accurately define the flood area on the parcel.
2. An intensive soil survey to define most accurately the locations of the hydric soils and inclusions
3. A drainage tile survey on the area to locate the tiles that must be preserved.

Hydric, Somewhat Poorly Drained and Soils with a Water Table >4 Ft.

Symbol	Hydric	Hydric Location	Somewhat Poorly Drained	Water Table >4 Ft	Acres	Percent
1103A	Yes	pothole	No	No	0.02	0.07%
318C2	No		No	Yes	0.97	4.38%
323C2	No		No	Yes	3.29	14.92%
369A	No		No	Yes	10.67	48.37%
526A	No		Yes	No	1.76	7.96%
557A	No		No	Yes	0.17	0.76%
792B	No		No	Yes	5.19	23.53%
Total Hydric Soils					**0.02**	**0.07%**
Total Somewhat Poorly Drained Soils					**1.76**	**7.96%**
Total Soil with a Water Table > 4 Ft.					**20.29**	**91.97%**



Natural Resources Conservation Service Soils Map

WETLAND AND FLOODPLAIN REGULATIONS

PLEASE READ THE FOLLOWING IF YOU ARE PLANNING TO DO ANY WORK NEAR A STREAM (THIS INCLUDES SMALL UNNAMED STREAMS), LAKE, WETLAND OR FLOODWAY.

The laws of the United States and the State of Illinois assign certain agencies specific and different regulatory roles to protect the waters within the State's boundaries. These roles, when considered together, include protection of navigation channels and harbors, protection against flood way encroachments, maintenance and enhancement of water quality, protection of fish and wildlife habitat and recreational resources, and, in general, the protection of total public interest. Unregulated use of the waters within the State of Illinois could permanently destroy or alter the character of these valuable resources and adversely impact the public. Therefore, please contact the proper regulatory authorities when planning any work associated with Illinois waters so that proper consideration and approval can be obtained.

WHO MUST APPLY

Anyone proposing to dredge, fill, rip rap, or otherwise alter the banks or beds of, or construct, operate, or maintain any dock, pier, wharf, sluice, dam, piling, wall, fence, utility, flood plain or flood way subject to County, State or Federal regulatory jurisdiction should apply for agency approvals.

REGULATORY AGENCIES:

- **Wetlands or U.S. Waters: U.S. Army Corps of Engineers**, Chicago District,
  231 S. LaSalle St., Suite 1500
  Chicago, IL 60604
  Phone: (312) 846-5330
- **Isolated Wetlands and Floodplain: McHenry County Department of Planning & Development Stormwater Division,**
  2200 N. Seminary Ave., Woodstock, IL 60098
  Phone: (815) 334-4560
- **Flood plains: Illinois Department of Natural Resources \ Office of Water Resources**, 201 W. Center Court, Schaumburg, IL 60196-1096, phone (847).705.
- **Water Quality \ Erosion Control: Illinois Environmental Protection Agency**, Division of Water Pollution Control, Permit Section, Watershed Unit, 2200 Churchill Road, Springfield, IL 62706, phone (217).782.0610.

COORDINATION

We recommend Early coordination with the regulatory agencies BEFORE finalizing work plans. This allows the agencies to recommend measures to mitigate or compensate for adverse impacts. Also, the agency can make possible environmental enhancement provisions early in the project planning stages. This could reduce time required to process necessary approvals.

CAUTION: Contact with the United States Army Corps of Engineers is strongly advised before commencement of any work in or near a water of the United States. This could save considerable time and expense. Persons responsible for willful and direct violation of Section 10 of the River And Harbor Act of 1899 or Section 404 of the Federal Water Pollution Control Act are subject to fines ranging up to $27,500 per day of violation and imprisonment for up to one year or both.

THREATENED & ENDANGERED SPECIES

The State of Illinois provides habitat for 500 threatened and endangered species, including 356 plants and 144 animals. Twelve counties in Illinois have 50 or more endangered species, 5 of which are in northeastern Illinois. ("Endangered Species of Illinois," by the U.S. Fish & Wildlife Service, IDOC Division of Natural Heritage & Endangered Species Protection Board).

Approximately 40% of the state's listed species depend on wetlands for survival. The two main causes for species decline are the loss of habitat and the degradation of habitat. While habitat loss is the primary reason species become endangered, the effects of habitat change are not always seen overnight. It is seldom simply a case of individual animals or plants being killed. More often, habitat loss and the resulting species declines are indirectly caused and are the result of cumulative impacts over a period of time.

It is because of this slow encroachment of habitat degradation, fragmentation and loss that wildlife habitat must be looked at on a greater scale than just the site. Cumulative impacts occur because a small amount of damage is being done over here and little over there and no one is looking at the whole picture. Thus, the villages and county are strongly encouraged to look at habitat management on a regional scale.

THERE IS A POSSIBILITY FOR ENDANGERED SPECIES ON THE SITE. IF A REQUEST HAS NOT ALREADY BEEN SUBMITTED, THE PETITIONER SHOULD ASK THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES TO CHECK THIS PARCEL FOR THE PRESENCE OF THREATENED OR ENDANGERED SPECIES. SHOULD ANY SUCH SPECIES BE IDENTIFIED AS UTILIZING THIS PARCEL, THE PETITIONER WILL BE NOTIFIED ACCORDINGLY. FOR MORE INFORMATION ON HOW TO REQUEST AN ENDANGERED SPECIES CHECK ON THIS PARCEL, PLEASE VISIT
www.dnrecocat.state.il.us/ecopublic.

GLOSSARY

AGRICULTURAL PROTECTION AREAS (AG AREAS) - Allowed by P.A. 81-1173. An AG AREA consists of a minimum of 350 acres of farmland, as contiguous and compact as possible. Petitioned by landowners, AG AREAS protect for a period of ten years initially, then reviewed every eight years thereafter. AG AREA establishment exempts landowners from local nuisance ordinances directed at farming operations, and designated land can not receive special tax assessments on public improvements that do not benefit the land, e.g. water and sewer lines.

AGRICULTURE - The growing, harvesting and storing of crops including legumes, hay, grain, fruit and truck or vegetable including dairying, poultry, swine, sheep, beef cattle, pony and horse production, fur farms, and fish and wildlife farms; farm buildings used for growing, harvesting and preparing crop products for market, or for use on the farm; roadside stands, farm buildings for storing and protecting farm machinery and equipment from the elements, for housing livestock or poultry and for preparing livestock or poultry products for market; farm dwellings occupied by farm owners, operators, tenants or seasonal or year around hired farm workers.

B.G. - Below Grade. Under the surface of the Earth.

BEDROCK - Indicates depth at which bedrock occurs. Also lists hardness as rippable or hard.

FLOODING - Indicates frequency, duration, and period during year when floods are likely to occur.

HIGH LEVEL MANAGEMENT - The application of effective practices adapted to different crops, soils, and climatic conditions. Such practices include providing for adequate soil drainage, protection from flooding, erosion and runoff control, near optimum tillage, and planting the correct kind and amount of high quality seed. Weeds, diseases, and harmful insects are controlled. Favorable soil reaction and near optimum levels of available nitrogen, phosphorus, and potassium for individual crops are maintained. Efficient use is made of available crop residues, barnyard manure, and/or green manure crops. All operations, when combined efficiently and timely, can create favorable growing conditions and reduce harvesting losses -- within limits imposed by weather.

HIGH WATER TABLE - A seasonal high water table is a zone of saturation at the highest average depth during the wettest part of the year. May be apparent, perched, or artesian kinds of water tables.

Water Table, Apparent - A thick zone of free water in the soil. An apparent water table is indicated by the level at which water stands in an uncased borehole after adequate time is allowed for adjustment in the surrounding soil.

Water Table, Artesian - A water table under hydrostatic head, generally beneath an impermeable layer. When this layer is penetrated, the water level rises in an uncased borehole.

Water Table, Perched - A water table standing above an unsaturated zone. In places an upper, or perched, water table is separated from a lower one by a dry zone.

DELINEATION - For Wetlands: A series of orange flags placed on the ground by a certified professional that outlines the wetland boundary on a parcel.

DETERMINATION - A polygon drawn on a map using map information that gives an outline of a wetland.

HYDRIC SOIL - This type of soil is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part (USDA Natural Resources Conservation Service 1987)

INTENSIVE SOIL MAPPING - Mapping done on a smaller more intensive scale than a modern soil survey to determine soil properties of a specific site, e.g. mapping for septic suitability.

LAND EVALUATION AND SITE ASSESSMENT (L.E.S.A.) - LESA is a systematic approach for evaluating a parcel of land and to determine a numerical value for the parcel for farmland preservation purposes.

MODERN SOIL SURVEY - A soil survey is a field investigation of the soils of a specific area, supported by information from other sources. The kinds of soil in the survey area are identified and their extent shown on a map, and an accompanying report describes, defines, classifies, and interprets the soils. Interpretations predict the behavior of the soils under different used and the soils' response to management. Predictions are made for areas of soil at specific places. Soils information collected in a soil survey is useful in developing land-use plans and alternatives involving soil management systems and in evaluating and predicting the effects of land use.

PALUSTRINE - Name given to inland fresh water wetlands

PERMEABILITY - Values listed estimate the range (in rate and time) it takes for downward movement of water in the major soil layers when saturated, but

allowed to drain freely. The estimates are based on soil texture, soil structure, available data on permeability and infiltration tests, and observation of water movement through soils or other geologic materials.

PIQ - Parcel in question

POTENTIAL FROST ACTION - Damage that may occur to structures and roads due to ice lens formation causing upward and lateral soil movement. Based primarily on soil texture and wetness.

PRIME FARMLAND - Prime farmland soils are lands that are best suited to food, feed, forage, fiber and oilseed crops. It may be cropland, pasture, woodland, or other land, but it is not urban and built up land or water areas. It either is used for food or fiber or is available for those uses. The soil qualities, growing season, and moisture supply are those needed for a well managed soil economically to produce a sustained high yield of crops. Prime farmland produces in highest yields with minimum inputs of energy and economic resources, and farming the land results in the least damage to the environment.

Prime farmland has an adequate and dependable supply of moisture from precipitation or irrigation. The temperature and growing season are favorable. The level of acidity or alkalinity is acceptable. Prime farmland has few or no rocks and is permeable to water and air. It is not excessively erodible or saturated with water for long periods and is not frequently flooded during the growing season. The slope ranges mainly from 0 to 5 percent. (Source USDA Natural Resources Conservation Service)

PRODUCTIVITY INDEXES - Productivity indexes for grain crops express the estimated yields of the major grain crops grown in Illinois as a single percentage of the average yields obtained under basic management from several of the more productive soils in the state. This group of soils is composed of the Muscatine, Ipava, Sable, Lisbon, Drummer, Flanagan, Littleton, Elburn and Joy soils. Each of the 425 soils found in Illinois are found in Circular 1156 from the Illinois Cooperative Extension Service.

SEASONAL - When used in reference to wetlands indicates that the area is flooded only during a portion of the year.

SHRINK-SWELL POTENTIAL - Indicates volume changes to be expected for the specific soil material with changes in moisture content.

SOIL MAPPING UNIT - A map unit is a collection of soil areas of miscellaneous areas delineated in mapping. A map unit is generally an aggregate of the delineations of many different bodies of a kind of soil or miscellaneous area but may consist of only one delineated body. Taxonomic class names and accompanying phase terms are used to name soil map units. They are described in terms of ranges of soil properties within the limits defined for taxa and in terms of ranges of taxadjuncts and inclusions.

SOIL SERIES - A group of soils, formed from a particular type of parent material, having horizons that, except for texture of the A or surface horizon, are similar in all profile characteristics and in arrangement in the soil profile. Among these characteristics are color, texture, structure, reaction, consistence, and mineralogical and chemical composition.

SUBSIDENCE - Applies mainly to organic soils after drainage. Soil material subsides due to shrinkage and oxidation.

TERRAIN - The area or surface over which a particular rock or group of rocks is prevalent.

TOPSOIL - That portion of the soil profile where higher concentrations of organic material, fertility, bacterial activity and plant growth take place. Depths of topsoil vary between soil types.

WATERSHED - An area of land that drains to an associated water resource such as a wetland, river or lake. Depending on the size and topography, watersheds can contain numerous tributaries, such as streams and ditches, and ponding areas such as detention structures, natural ponds and wetlands.

WETLAND - An area that has a predominance of hydric soils and that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances does support, a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions.

REFERENCES

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Flood of Record (Hydrologic Atlas) for McHenry County
U.S. Geologic Survey

Geologic Mapping for Environmental Planning, McHenry County, Illinois. Department of Natural Resources Illinois State Geological Survey, Circular 559, 1997

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Hydrologic Unit Map for McHenry County.
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Hydric Soils of the United States. USDA Natural Resources Conservation Service, 1987.

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Illinois Department of Natural Resources

Land Evaluation and Site Assessment System. 2005. The McHenry County Department of Planning and McHenry County Soil and Water Conservation District. In cooperation with: USDS, Natural Resources Conservation Service

McHenry County Advanced Identification of Wetlands (ADID)
Northeastern Illinois Planning Commission

McHenry County Health Code relating to septic system suitability

McHenry County 2030 Land Use Plan
McHenry County Dept. of Planning and Development

McHenry County Natural Areas Inventory
McHenry County Conservation District

McHenry County, Illinois Fire Protection Districts
McHenry County Dept. of Planning and Development

McHenry County, Illinois Historic Landmarks
McHenry County Historic Preservation Committee

Natural Resources Conservation Service Wetland Inventory Map. United States Department of Agriculture

The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities, prepared by the Nature Conservancy Great Lakes Program 79W. Monroe Street, Suite 1309, Chicago, IL 60603, January 1994

Wetlands - The Corps of Engineers' Administration of the Section 404 Program July 1988 (GAO/RCED-88-110)

Soil Erosion by Water - United States Department of Agriculture Natural Resources Conservation Service. Agriculture Information Bulletin 513.

Soil Survey of McHenry County, Illinois Part 1 and Part 2
Natural Resources Conservation Service, United States Department of Agriculture.

CLASS III – SPECIAL RESOURCE GROUNDWATER

This document is a compilation of Administrative Codes which relate to Class III – Special Resource Groundwater.

Joint Committee on Administrative Rules

ADMINISTRATIVE CODE

TITLE 35: ENVIRONMENTAL PROTECTION
SUBTITLE F: PUBLIC WATER SUPPLIES
CHAPTER I: POLLUTION CONTROL BOARD
PART 620 GROUNDWATER QUALITY
SECTION 620.230 CLASS III: SPECIAL RESOURCE GROUNDWATER

Section 620.230 Class III: Special Resource Groundwater

Except as provided in Section 620.250, Special Resource Groundwater is:

a) Groundwater that is determined by the Board, pursuant to the procedures set forth in Section 620.260, to be:

1) Demonstrably unique (e.g., irreplaceable sources of groundwater) and suitable for application of a water quality standard more stringent than the otherwise applicable water quality standard specified in Subpart D; or

2) Vital for a particularly sensitive ecological system.

b) Groundwater that contributes to a dedicated nature preserve that is listed by the Agency as set forth below:

1) A written request to list a dedicated nature preserve under this subsection must contain, at a minimum, the following information:

A) A general description of the site and the surrounding land use;

B) A topographic map or other map of suitable scale denoting the

location of the dedicated nature preserve;

C) A general description of the existing groundwater quality at and surrounding the dedicated nature preserve;

D) A general geologic profile of the dedicated nature preserve based upon the most reasonably available information, including but not limited to geologic maps and subsurface groundwater flow directions; and

E) A description of the interrelationship between groundwater and the nature of the site.

2) Upon confirmation by the Agency of the technical adequacy of a written request, the Agency shall publish the proposed listing of the dedicated nature preserve in the Environmental Register for a 45-day public comment period. Within 60 days after the close of the public comment period, the Agency shall either publish a final listing of the dedicated nature preserve in the Environmental Register or provide a written response to the requestor specifying the reasons for not listing the dedicated nature preserve.

3) At least once annually, the Agency shall publish in the Environmental Register a complete listing of all dedicated nature preserves listed under this

Joint Committee on Administrative Rules
ADMINISTRATIVE CODE

TITLE 35: ENVIRONMENTAL PROTECTION
SUBTITLE F: PUBLIC WATER SUPPLIES
CHAPTER I: POLLUTION CONTROL BOARD
PART 620 GROUNDWATER QUALITY
SECTION 620.430 GROUNDWATER QUALITY STANDARDS FOR CLASS III: SPECIAL RESOURCE GROUNDWATER

Section 620.430 Groundwater Quality Standards for Class III: Special Resource Groundwater

Concentrations of inorganic and organic chemical constituents must not exceed the standards set forth in Section 620.410, except for those chemical constituents for which the Board has adopted a standard pursuant to Section 620.260.
subsection (b).

4) For purposes of this Section the term "dedicated nature preserve" means a nature preserve that is dedicated pursuant to the Illinois Natural Areas Preservation Act [525 ILCS 30].

(Source: Amended at 21 Ill. Reg. 6518, effective May 8, 1997)

Joint Committee on Administrative Rules
ADMINISTRATIVE CODE

TITLE 35: ENVIRONMENTAL PROTECTION
SUBTITLE F: PUBLIC WATER SUPPLIES
CHAPTER I: POLLUTION CONTROL BOARD
PART 620 GROUNDWATER QUALITY
SECTION 620.410 GROUNDWATER QUALITY STANDARDS FOR CLASS I: POTABLE RESOURCE GROUNDWATER

Section 620.410 Groundwater Quality Standards for Class I: Potable Resource Groundwater

a) Inorganic Chemical Constituents
Except due to natural causes or as provided in Section 620.450, concentrations of the following chemical constituents must not be exceeded in Class I groundwater:

Constituent	Units	Standard
Antimony	mg/L	0.006
Arsenic*	mg/L	0.010
Barium	mg/L	2.0
Beryllium	mg/L	0.004
Boron	mg/L	2.0
Cadmium	mg/L	0.005
Chloride	mg/L	200.0
Chromium	mg/L	0.1
Cobalt	mg/L	1.0
Copper	mg/L	0.65
Cyanide	mg/L	0.2
Fluoride	mg/L	4.0
Iron	mg/L	5.0
Lead	mg/L	0.0075

Manganese	mg/L	0.15
Mercury	mg/L	0.002
Nickel	mg/L	0.1
Nitrate as N	mg/L	10.0
Perchlorate	mg/L	0.0049
Radium-226	pCi/l	20.0
Radium-228	pCi/l	20.0
Selenium	mg/L	0.05
Silver	mg/L	0.05
Sulfate	mg/L	400.0
Thallium	mg/L	0.002
Total Dissolved Solids (TDS)	mg/L	1,200
Vanadium	mg/L	0.049
Zinc	mg/L	5.0

*Denotes a carcinogen.

b) Organic Chemical Constituents

Except due to natural causes or as provided in Section 620.450 or subsection (d), concentrations of the following organic chemical constituents shall not be exceeded in Class I groundwater:

Constituent	Standard (mg/L)
Acenaphthene	0.42
Acetone	6.3
Alachlor*	0.002
Aldicarb	0.003
Anthracene	2.1
Atrazine	0.003
Benzene*	0.005
Benzo(a)anthracene*	0.00013
Benzo(b)fluoranthene*	0.00018
Benzo(k)fluoranthene*	0.00017
Benzo(a)pyrene*	0.0002
Benzoic acid	28.0
2-Butanone (MEK)	4.2
Carbofuran	0.04
Carbon Disulfide	0.7
Carbon Tetrachloride*	0.005
Chlordane*	0.002
Chloroform*	0.07
Chrysene*	0.012
Dalapon	0.2

Dibenzo(a,h)anthracene*	0.0003
Dicamba	0.21
Dichlorodifluoromethane	1.4
1,1-Dichloroethane	1.4
Dichloromethane*	0.005
Di(2-ethylhexyl)phthalate*	0.006
Diethyl Phthalate	5.6
Di-n-butyl Phthalate	0.7
Dinoseb	0.007
Endothall	0.1
Endrin	0.002
Ethylene Dibromide*	0.00005
Fluoranthene	0.28
Fluorene	0.28
Heptachlor*	0.0004
Heptachlor Epoxide*	0.0002
Hexachlorocyclopentadiene	0.05
Indeno(1,2,3-cd)pyrene*	0.00043
Isopropylbenzene (Cumene)	0.7
Lindane (Gamma-Hexachlorocyclohexane)	0.0002
2,4-D	0.07
ortho-Dichlorobenzene	0.6
para-Dichlorobenzene	0.075
1,2-Dibromo-3-Chloropropane*	0.0002
1,2-Dichloroethane*	0.005
1,1-Dichloroethylene	0.007
cis-1,2-Dichloroethylene	0.07
trans-1,2-Dichloroethylene	0.1
1,2-Dichloropropane*	0.005
Ethylbenzene	0.7
MCPP (Mecoprop)	0.007
Methoxychlor	0.04
2-Methylnaphthalene	0.028
2-Methylphenol	0.35
Methyl Tertiary-Butyl Ether (MTBE)	0.07
Monochlorobenzene	0.1
Naphthalene	0.14
P-Dioxane*	0.0077
Pentachlorophenol*	0.001
Phenols	0.1
Picloram	0.5
Pyrene	0.21
Polychlorinated Biphenyls (PCBs)	

(as decachloro-biphenyl)*	0.0005
alpha-BHC (alpha-Benzene hexachloride)*	0.00011
Simazine	0.004
Styrene	0.1
2,4,5-TP (Silvex)	0.05
Tetrachloroethylene*	0.005
Toluene	1.0
Toxaphene*	0.003
1,1,1-Trichloroethane	0.2
1,1,2-Trichloroethane	0.005
1,2,4-Trichlorobenzene	0.07
Trichloroethylene*	0.005
Trichlorofluoromethane	2.1
Vinyl Chloride*	0.002
Xylenes	10.0

*Denotes a carcinogen.

c) Explosive Constituents

Concentrations of the following explosive constituents must not exceed the Class I groundwater standard:

Constituent	Standard (mg/L)
1,3-Dinitrobenzene	0.0007
2,4-Dinitrotoluene*	0.0001
2,6-Dinitrotoluene*	0.00031
HMX (High Melting Explosive, Octogen)	1.4
Nitrobenzene	0.014
RDX (Royal Demolition Explosive, Cyclonite)	0.084
1,3,5-Trinitrobenzene	0.84
2,4,6-Trinitrotoluene (TNT)	0.014

*Denotes a carcinogen.

d) Complex Organic Chemical Mixtures

Concentrations of the following chemical constituents of gasoline, diesel fuel, or heating fuel must not be exceeded in Class I groundwater:

Constituent	Standard (mg/L)
Benzene*	0.005

BETX	11.705

*Denotes a carcinogen.

e) pH
Except due to natural causes, a pH range of 6.5 - 9.0 units must not be exceeded in Class I groundwater.

f) Beta Particle and Photon Radioactivity

1) Except due to natural causes, the average annual concentration of beta particle and photon radioactivity from man-made radionuclides shall not exceed a dose equivalent to the total body organ greater than 4 mrem/year in Class I groundwater. If two or more radionuclides are present, the sum of their dose equivalent to the total body, or to any internal organ shall not exceed 4 mrem/year in Class I groundwater except due to natural causes.

2) Except for the radionuclides listed in subsection (f)(3), the concentration of man-made radionuclides causing 4 mrem total body or organ dose equivalent must be calculated on the basis of a 2 liter per day drinking water intake using the 168-hour data in accordance with the procedure set forth in NCRP Report Number 22, incorporated by reference at Section 620.125(a).

3) Except due to natural causes, the average annual concentration assumed to produce a total body or organ dose of 4 mrem/year of the following chemical constituents shall not be exceeded in Class I groundwater:

	Critical	Standard
Constituent	Organ	(pCi/L)
Tritium	Total body	20,000.0
Strontium-90	Bone marrow	8.0

(Source: Amended at 36 Ill. Reg. 15206, effective October 5, 2012)

SECTION 620.260 RECLASSIFICATION OF GROUNDWATER BY ADJUSTED STANDARD

Section 620.260 Reclassification of Groundwater by Adjusted Standard

Any person may petition the Board to reclassify a groundwater in accordance with the procedures for adjusted standards specified in Section 28.1 of the Act and 35 Ill. Adm. Code 106.Subpart G. In any proceeding to reclassify specific groundwater by adjusted standard, in addition to the requirements of 35 Ill. Adm. Code 106.Subpart G, and Section 28.1(c) of the Act, the petition shall, at a minimum, contain information to allow the Board to determine:

a) The specific groundwater for which reclassification is requested, including but not limited to geographical extent of any aquifers, depth of groundwater, and rate and direction of groundwater flow and that the specific groundwater exhibits the characteristics of the requested class as set forth in Section 620.210(b), 620.220(b), 620.230, or 620.240;

b) Whether the proposed change or use restriction is necessary for economic or social development, by providing information including, but not limited to, the impacts of the standards on the regional economy, social benefits such as loss of jobs or closing of facilities, and economic analysis contrasting the health and environmental benefits with costs likely to be incurred in meeting the standards would be beneficial or necessary;

c) Existing and anticipated uses of the specific groundwater;

d) Existing and anticipated quality of the specific groundwater;

e) Existing and anticipated contamination, if any, of the specific groundwater;

f) Technical feasibility and economic reasonableness of eliminating or reducing contamination of the specific groundwater or of maintaining existing water quality;

g) The anticipated time period over which contaminants will continue to affect the specific groundwater;

h) Existing and anticipated impact on any potable water supplies due to contamination;

i) Availability and cost of alternate water sources or of treatment for those users adversely affected;

j) Negative or positive effect on property values; and

k) For special resource groundwater, negative or positive effect on:

1) The quality of surface waters; and

2) Wetlands, natural areas, and the life contained therein, including endangered or threatened species of plant, fish or wildlife listed pursuant to the Endangered Species Act, 16 U.S.C. 1531 et seq., or the Illinois Endangered Species Protection Act [415 ILCS 10].

(Source: Amended at 21 Ill. Reg. 6518, effective May 8, 1997)

IN THE MATTER OF THE APPLICATION OF ***SURYA POWERED LLC,*** APPLICANT**,** FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A ***CONDITIONAL USE***	) LEGAL NOTICE OF PUBLIC HEARING # 2023-003

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

THAT PART OF THE EAST HALF OF SECTION 25, TOWNSHIP 44 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 25, THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, AS MONUMENTED, SOUTH, 89° 31' 07" WEST, A DISTANCE OF 360.74 FEET TO THE CENTERLINE OF THE COUNTY HIGHWAY, RIDGEFIELD ROAD, THENCE CONTINUING ALONG SAID QUARTER SECTION LINE, SOUTH 89° 31' 07" WEST, A DISTANCE OF 1210.30 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID QUARTER SECTION LINE, SOUTH 89° 31' 07" WEST, A DISTANCE OF 968.65 FEET; THENCE SOUTH 00° 42' 57" EAST, A DISTANCE OF 472.4O FEET; THENCE SOUTH 82° 49' 33" EAST, A DISTANCE OF 1992.70 FEET; THENCE NORTH 84° 28' 43" EAST, A DISTANCE OF 563.22 FEET TO THE CENTERLINE OF SAID COUNTY HIGHWAY, RIDGEFIELD ROAD, SAID CENTERLINE BEING A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 11952.91 FEET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND CURVE, FOR A DISTANCE OF 438.95 FEET, WITH A LONG CHORD BEARING NORTH 27° 12’ 45” WEST, FOR A DISTANCE OF 438.93 FEET; THENCE SOUTH 61° 43’ 39” WEST, A DISTANCE OF 370.44 FEET; THENCE NORTH 82° 49’ 15” WEST, A DISTANCE OF 1054.37 FEET; THENCE NORTH 00° 20’ 05” WEST, A DISTANCE OF 328.54 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS

PIN # 13-25-400-015

The subject property is located on ***the west side of Ridgefield Road approximately three thousand three hundred seventy (3,370) feet North of the intersection of Ridgefield and US Route 14 in Dorr Township, Illinois.***

The subject property is presently zoned ***“A-1”Agriculture District*** and consists of approximately 21.696 **acres** with ***“A-1” Agriculture zoning to the Northeast, South and West, “I-2” Heavy Industrial to the East and the city of Crystal Lake to the North.***

The Applicant is requesting **a CONDITIONAL USE** PERMIT ***to allow for a commercial solar energy facility.***

The Applicant, Tej Patel (owner of Surya Powered LLC), can be reached at 513 South Damen Unit 1703 Chicago, Illinois 60612, and Applicant, Akshar Patel (owner of Surya Powered LLC), can be reached at 1111 South Wabash Unit 1308 Chicago, Illinois 60605***.*** The owners, Ingrid Hanson-Popp and Alvin David Popp, presently reside at 639 Cherrywood Drive, Waterford, Wisconsin.

A hearing on this Petition will be held on the 21st day of June 2023 at 1:30 P.M. in the County Board Conference Room at the McHenry County Government Center/Ware Rd. Administration Building, 2200 N. Seminary Avenue, Woodstock, Illinois at which time and place any person desiring to be heard may be present.

DATED THIS 2ND DAY OF JUNE 2023.

By: Linnea Kooistra, Vice-Chair
McHenry County Zoning Board of Appeals
2200 N. Seminary Avenue
Woodstock, IL 60098

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

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

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: Sign Variation to allow for approximately 404 square feet of wall signage

Petitioner: John Puntillo, petitioner
161 Liberty Road

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

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

Background:

- This property is the Swift Car Wash, which opened in the former Turtle Wax Car Wash space.
- On April 19, 2022 the petitioners received a sign variation to allow a second free-standing sign on the property with one at the corner of Main Street and Liberty Road and a second farther down on Liberty Road at the actual entrance.



Turtle Wax Façade



Swift Wash Façade

Analysis:

- Freestanding buildings are allowed 150 square feet of wall signage. Painting non-neutral or corporate colors is considered wall signage.
- This is a request to add an additional 344 square feet of signage for the blue painted wall. The existing building also has 60 square feet of wall signage.



3' x 20'= 60 SqFt

- There have been similar requests with the Five Below, which received a variation for the blue behind the sign text and Best Buy, which was permitted 200 square feet of signage. The variations granted have been for banding near the top of the building or colored areas behind the text portion of the signs, not full wall painting.
- Staff has added two conditions to the approval to install additional landscape to screen the mechanical equipment and to add landscape around the free-standing signs.





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

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

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

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

Per the Unified Development Ordinance procedures, Sign Variations are only processed by the City Council and not reviewed by the Planning and Zoning Commission first.

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

1. Approved plans, as approved by the City Council:
   A. Application (Puntillo, received 05/17/23)
   B. Exhibit Photos (Puntillo, undated, received 05/17/23)

2. The painting is only valid for Swift Car Wash, should the property change hands the façade shall be painted a neutral color.

3. No wall mounted lighting or ground mounted lighting shall be installed to illuminate sections of the wall to further create the appearance of signage.

4. Additional landscape materials shall be planted to screen the mechanical equipment located along Main Street.

5. The required landscape materials around the two existing free-standing signs shall be planted by September 30th. One square-foot of landscape material including trees and bushes are required to be planted for each square-foot of sign area.

Votes Required to Pass: Simple majority vote

PIQ Map
161 Liberty Road



Ord. No. 7803
File No. 368

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIGN VARIATION FOR SWIFT CAR WASH AT 161 LIBERTY ROAD

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-107) before the City of Crystal Lake, the Petitioner has requested a sign variation to allow the west façade to be painted a stone blue color which is considered signage adding 344 square feet of building signage for Swift Car Wash at 161 Liberty Road; and

WHEREAS, a hearing of the request was held before the City of Crystal Lake City Council on June 6, 2023 in the manner and in the form as prescribed by Ordinance and Statute; and

WHEREAS, as a result of said hearing, the City Council made a motion to approve the sign variation as requested; and

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

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

Section I: That a sign variation be granted to allow the west elevation to be painted a stone blue adding 344 square feet of wall signage for Swift Car Wash at 161 Liberty Road (19-09-104-019), Crystal Lake, Illinois.

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

1. Approved plans, as approved by the City Council:
   A. Application (Puntillo, received 05/17/23)
   B. Exhibit Photos (Puntillo, undated, received 05/17/23)

2. The painting is only valid for Swift Car Wash, should the property change hands the façade shall be painted a neutral color.

Draft

3. No wall mounted lighting or ground mounted lighting shall be installed to illuminate sections of the wall to further create the appearance of signage

4. Additional landscape materials shall be planted to screen the mechanical equipment located along Main Street.

5. The required landscape materials around the two existing free-standing signs shall be planted by September 30th. One square-foot of landscape material including trees and bushes are required to be planted for each square-foot of sign area.

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

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

DATED at Crystal Lake, Illinois, this 6th day of June, 2023.

Draft

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: June 6, 2023
Approved: June 6, 2023

City of Crystal Lake
Sign Variation Application

RECEIVED
MAY 17 2023
By PM

IMPORTANT: Please submit a completed application along with sign details and a $100 application fee to the Planning and Economic Development Department. The application must be submitted by Friday, two weeks prior to the intended Council meeting. City Council meetings are held the first and third Tuesdays of each month.

Property Address: 161 Liberty Rd

Petitioner Information	***Sign Owner Information (if different)***
Name: SWRE Crystal Lake, LLC/John Puntillo	Name:
Address: 905 Joliet Street #220	Address:
Dyer, IN 46311	
Telephone: 312-933-0704	Telephone:
Email: john@swiftwash.com	Email:

Sign Details

Type of Sign: ☐ Wall ☐ Free Standing ☑ Other: building facade

Illumination Type: ☑ Non-illuminated ☐ Internally Illuminated ☐ Externally Illuminated

Prior to requesting a variation, please make all reasonable efforts such as utilizing color, lettering legibility, contrast, illumination or graphic composition to increase the reading effectiveness of the proposed sign within the requirements of the Ordinance.

Variation Requested: Allow for current stone blue paint color on west building facade (approx. 344 sq.ft)

Variations can only be approved to overcome an exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent the display of a sign as intended by the Ordinance. Please indicate how the following standards are met:

1. Unique Hardship: Explain how the proposed variation will not serve merely as a convenience, but alleviate some demonstrable and unusual hardship Swift Wash acquired the property in late 2021 after it failed under prior ownership. We believe the failure was in part due to limited visibility. The stone blue color on the west building facade goes well with the other natural tones of the building and provides a backdrop for the "Swift Wash" sign that will aid with increasing visibility.

Of note: Swift Wash has three (3) other locations. The first year of performance for the Crystal Lake location has been significantly lower than each of the other stores.

2. Not harm public welfare: The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The proposed variation will not be itself, or with other signs, contribute to the creation of visual distraction which may lead to personal injury or a substantial reduction in the value of property We believe the spirit of the ordinance is to avoid ostentatious or a multitude of colors that create an eyesore. The stone blue color (see attached pictures) provides a professional, classy look that goes well with the rest of the building. It does not create a visual distraction to those driving by. We have received only positive feedback from customers and residents regarding the professional look of the building.

3. Consistent with Intent: The proposed variation is in harmony with the intent, purpose, and objectives of the Ordinance We appreciate the City's desire under Section 4-900 E.2.f to avoid abusive use of paint colors that would create a gaudy, undesirable look. This is not the case in this situation. Swift Wash is operating a highly professional business, offering the best possible service at a price that is lower than all of our competitors. The look of the west building facade is clean and consistent with the professional service we are providing to our customers.

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.

John A. Puntillo, Manager SWRE Crystal Lake, LLC 5-17-23

Property 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.


SWIFT WASH


SWIFT WASH
CAR WASH

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: City Code Amendment – Section 329-3 Liquor Licenses

Staff Recommendation: Motion to adopt an Ordinance amending City Code Section 329-3 of the City Code to allow for the creation of a Class 30 Temporary Liquor License.

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

Background:
The City has received several requests from retail businesses to sell and serve alcohol at special events which have been licensed by the City. These businesses would sell alcohol for both consumption on the premises of the special event as well as the sale of packaged alcohol, provided that their current retail license allows for those types of sales at their licensed retail location. The City Code currently does not allow retail businesses to sell off-premises at special events and currently only allows not-for-profit organizations to receive a Temporary Liquor License to sell alcoholic liquor at their special events.

In order to accommodate such requests to allow current retail license holders to sell liquor at special events which are licensed by the City, City staff is recommending an amendment to Section 329-3 of the City Code allowing for the creation of a Class 30 Temporary Liquor License. The temporary license would allow retail businesses with existing local and state liquor licenses to sell and serve alcohol and/or sell packaged alcohol at City licensed special events.

Section 329-3 of the City Code would be amended to Include a Class 30 Temporary Liquor License which would provide as follows:

> A Class 30 temporary liquor license shall authorize the retail sale of beer, wine and alcoholic liquor for consumption upon the premises and in the original package at an event for which a special event license has been issued by the City pursuant to Chapter 453 of the City Code. No sales pursuant to such license shall be made unless at the time of such sales, the license holder also holds a special use permit License for sales at such special event issued by the Illinois Liquor Control Commission. A Class 30 temporary liquor license may only be issued to a person or entity that concurrently holds a valid retail liquor license for on-premises sale and consumption of beer, wine and alcoholic liquor and /or sale of beer, wine and alcohol in the original package

> issued by the Local Liquor Control Commissioner as well as the Illinois Liquor Control Commission. The type of sales allowed by the temporary liquor license shall be limited to the same category of sales as identified in the applicant's retail liquor license. The license shall be for a period not to exceed three days and shall be issued only for special events which are licensed by the City pursuant to Chapter 453. No Class 30 temporary liquor license shall be issued until the Local Liquor Control Commissioner and the Mayor and City Council have established: a) the location upon the premises where alcoholic liquor is to be sold; b) the hours during which the sale of alcohol may sold during such special event; c) proof of insurance as required by this chapter or the laws of the State of Illinois; d) proof of permission from the owner of the premises authorizing the sale of alcoholic liquor during the time requested in the permit and such other requirements as the Mayor and City Council or Liquor Control Commissioner deem appropriate in the case of each particular permit. The license fee for each Class 30 temporary liquor license as hereinbefore set forth shall be the sum of $100. The Mayor and City Council may approve such other fees or deposits as they deem appropriate to ensure compliance with the terms and provisions of the permit.

Just as for other Temporary Liquor Licenses, applications for Class 20 Temporary Liquor License would be considered by the City Council.

Votes Required to Pass:
Simple majority

Ordinance #:
File

ORDINANCE AMENDING CHAPTER 329-3 OF THE CITY CODE ADDING CLASS 30 TEMPORARY LIQUOR LICENSE.

WHEREAS, §329-3 of the City Code sets forth the classifications for liquor licenses which may be issued by the Local Liquor Control Commissioner; and

WHEREAS, §329-3 presently allows for temporary liquor licenses to be issued to not-for-profit organizations to sell and serve alcoholic liquor at special events hosted by such organizations; and

WHEREAS, the Mayor and City Council have found and determined that it would be appropriate and desirable to create a license classification which would allow for current holders of retail liquor licenses to be able to obtain temporary liquor licenses in order to sell and serve alcoholic liquor at special events which are licensed by the City pursuant to Chapter 453 of the City Code.

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

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

SECTION TWO. Amendment to Section 329-3 to add Class 30 Temporary Liquor License.

Section 329-3 of the City Code is hereby amended to add a Class 30 liquor license which will hereinafter provide as follow:

> A Class 30 temporary liquor license shall authorize the retail sale of beer, wine and alcoholic liquor for consumption upon the premises and in the original package at an event for which a special event license has been issued by the City pursuant to Chapter 453 of the City Code. No sales pursuant to such license shall be made unless at the time of such sales, the license holder also holds a special use permit License for sales at such special event issued by the Illinois Liquor Control Commission. A Class 30 temporary liquor license may

Draft

only be issued to a person or entity that concurrently holds a valid retail liquor license for on-premises sale and consumption of beer, wine and alcoholic liquor and /or sale of beer, wine and alcohol in the original package issued by the Local Liquor Control Commissioner as well as the Illinois Liquor Control Commission. The type of sales allowed by the temporary liquor license shall be limited to the same category of sales as identified in the applicant's retail liquor license. The license shall be for a period not to exceed three days and shall be issued only for special events which are licensed by the City pursuant to Chapter 453. No Class 30 temporary liquor license shall be issued until the Local Liquor Control Commissioner and the Mayor and City Council have established: a) the location upon the premises where alcoholic liquor is to be sold; b) the hours during which the sale of alcohol may sold during such special event; c) proof of insurance as required by this chapter or the laws of the State of Illinois; d) proof of permission from the owner of the premises authorizing the sale of alcoholic liquor during the time requested in the permit and such other requirements as the Mayor and City Council or Liquor Control Commissioner deem appropriate in the case of each particular permit. The license fee for each Class 30 temporary liquor license as hereinbefore set forth shall be the sum of $100. The Mayor and City Council may approve such other fees or deposits as they deem appropriate to ensure compliance with the terms and provisions of the permit.

SECTION FIVE. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this 20th day of June, 2023

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 20, 2023
APPROVED: June 20, 2023
Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: Bid Award and Appropriation of Motor Fuel Tax (MFT) funds and REBUILD Illinois Bond Funds for the Dole Avenue Reconstruction Project

Staff Recommendation: Motion to adopt a Resolution awarding the construction contract for the Dole Avenue Reconstruction Project to the lowest responsive and responsible bidder, Lenny Hoffman Excavating, in the amount of $6,762,797.59, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract.

Motion to adopt a Resolution appropriating $2,685,124.02 in REBUILD Illinois Bonds funds and $3,084,875.98 in MFT funds for the Dole Avenue Reconstruction Project Construction and Construction Engineering Services

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

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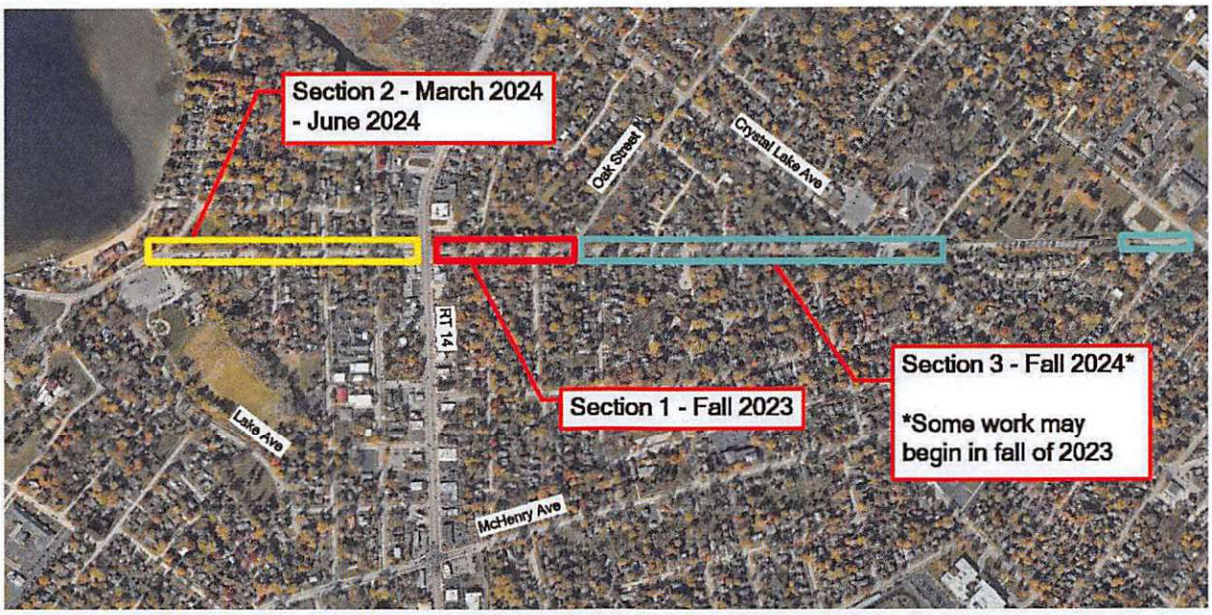
Background:

The pavement condition on Dole Avenue continues to deteriorate and the base has reached the end of its useful life as it is over 75 years old. Pavement investigations (cores) revealed base failure in several locations. Patching and resurfacing of the street is not cost effective given the condition of the base. The project will consist of the full reconstruction of Dole Avenue from the intersection of Lakeshore Drive to the intersection of Crystal Lake Avenue. The pavement north of Crystal Lake Avenue is in good condition. However, there are gaps in the sidewalk along the east side of the street. The project will include filling in of these gaps to create a continuous sidewalk on the east side of the street between Crystal Lake Avenue and Woodstock Street.

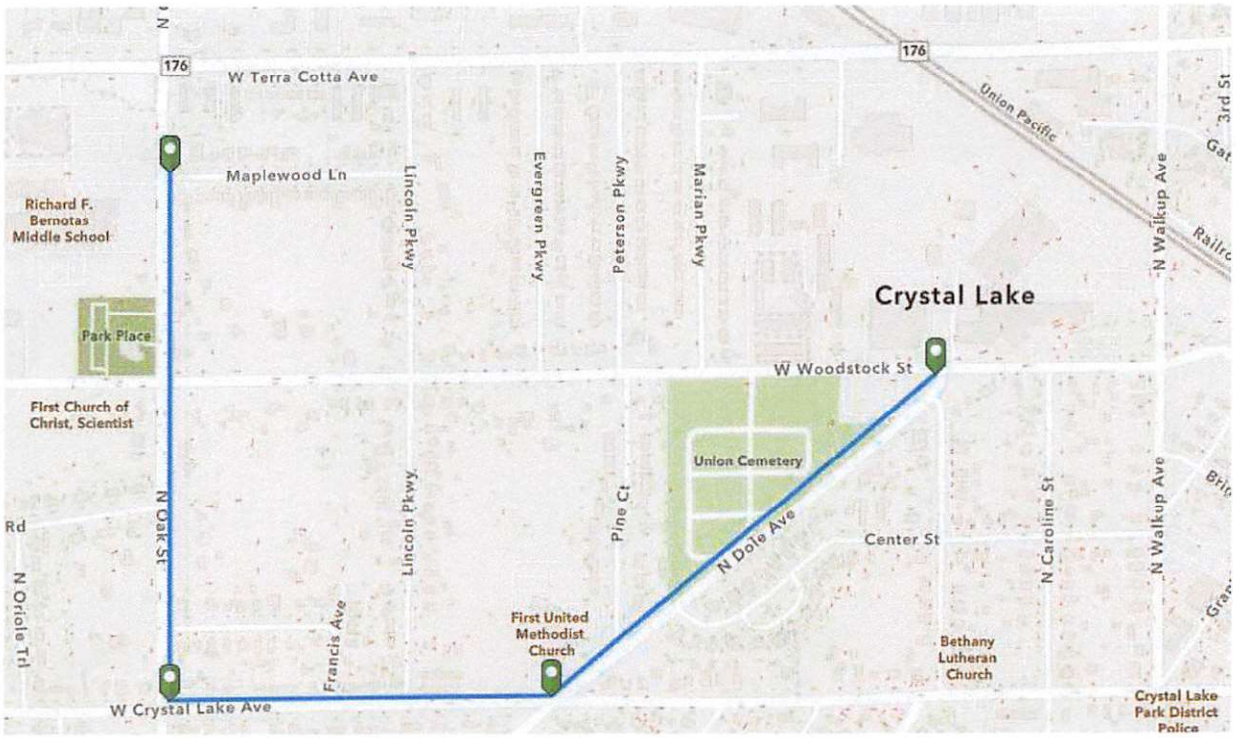
The work will include new pavement, curb and gutter, sidewalks, driveway approaches, and new water main. The existing bike lanes will be retained and the intersection with US 14 widened slightly to carry the bike lanes through the intersection. This will enhance bicycle safety through the US 14 (Virginia Street) intersection.

The water main, sections of which were installed in the 1920's through 1960's (60 – 100 years old), is relatively shallow and is at the end of its service life. The water main will be increased in size to improve water flow and fire flows. Existing lead water service lines will be replaced during the project pursuant to City policy. Staff has previously applied to the Illinois Environmental Protection Agency (IEPA) for funding to assist in funding the lead service line replacements. The existing sanitary sewer was previously lined with a fiberglass liner.

Construction is scheduled to begin in late summer/fall of 2023 and be completed in October of 2024. City staff held a public meeting on February 16, 2023 and met with several of the businesses, residents, Park District, Dole Mansion, and other stakeholders that may be aeffected by the construction. Staff will continue to coordinate with residents and businesses throughout the construction. The staging of the project has been modified based on comments received at the public meeting and stakeholder requests. The tentative phasing of the project is depicted below:



Construction will require a detour of traffic during the project and the 2024 Fourth of July Parade will be re-routed to avoid the construction. The parade re-route has been discussed with the various stakeholders. The proposed parade route for 2024 is depicted below:



On June 8, 2023, the City of Crystal Lake publicly opened and read aloud the bids received for the Dole Avenue Reconstruction Project. The following is a breakdown of the bids received:

Contractor	Total Bid Cost
Lenny Hoffman Excavating, Wilmette, IL[1]	$6,762,797.59
Berger Contractors, Wauconda, IL	$6,943,515.37
Martam Construction, Elgin, IL	$7,441,994.47

[1]*Indicates lowest responsive and responsible bidder*

Recommendation:

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

The Public Works Department has reviewed the bids received for completeness and accuracy in accordance with the invitation to bid document. Staff has checked the references for the contractor.

The project is included in the Fiscal Year 2023/2024 capital budget. Staff recommends that the contract for the Dole Avenue Reconstruction Project – Phase III Construction be awarded to the lowest responsive and responsible bidder, Lenny Hoffman Excavating in the amount bid.

The City receives Motor Fuel Tax (MFT) funds through the State of Illinois. The States REBUILD Illinois Capital Plan resulted in the City receiving an additional $2,685,124.02 in roadway funding from the State of Illinois that has been received and is required to be deposited in the City's MFT account. The REBUILD Illinois funds must be spent on MFT eligible projects with a project life of at least 13 years. The current City budget allocated all of the REBUILD Illinois funds to the Dole Avenue project. The City will also be using approximately $2,200,096.00 in Water & Sewer funds for the water main portion of the project.

The attached resolution appropriates $2,685,124.02 in REBUILD Illinois funds and $3,084,875.98 in MFT funds for a total of $5,770,000.00 for the Dole Avenue Reconstruction Project. This includes the construction, construction engineering (awarded on May 2, 2023 by way of Resolution 23R-56) and a ten percent (10%) contingency. The Illinois Department of Transportation (IDOT) administers MFT funds, and therefore the City must follow IDOT procedures and requirements. IDOT requires a separate resolution to allocate MFT funds, so attached are a resolution awarding the contract for the Dole Avenue Reconstruction Project and the IDOT MFT Resolution for Improvement under the Illinois Highway Code.

Any MFT funds that are obligated through IDOT and not spent will be returned to the City's unobligated MFT balance once the project is complete.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS the CITY has identified the need to reconstruct Dole Avenue and improve related infrastructure including water main, storm sewer, curb and gutter, and sidewalk; and

WHEREAS the CITY received and publicly opened bids for the Dole Avenue Reconstruction Project on June 8, 2023; and

WHEREAS the lowest responsive and responsible bidder is Lenny Hoffman Excavating, Wilmette, Illinois.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Lenny Hoffman Excavating for the Dole Avenue Reconstruction Project in the amount of $6,762,797.59; 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 20th day of June, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

Nick Kachiroubas, CITY CLERK

PASSED: June 20, 2023
APPROVED: June 20, 2023

Draft

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		21-00132-00-PV

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Dole Avenue	0.9		Lakeshore Drive	Crystal Lake Ave

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Reconstruction of Dole Ave. from Lakeshore Dr. to Woodstock St. The work will include new pavement, curb and gutter, sidewalks, and driveway approaches. Construction Engineering $750,629.00 (MFT) and Construction $2,685,124.02 (MFT/ReBuild Illinois Funds) with $2,334,246.98 (MFT) for a grand total of $5,770,000.00

2. That there is hereby appropriated the sum of five million seven hundred seventy thousand dollars Dollars ($5,770,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Nick Kachiroubas (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Crystal Lake (Name of Local Public Agency) at a meeting held on June 20, 2023 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20 (Day) day of June, 2023 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Draft

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?	Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.
Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: - Original would be used when passing a resolution for the first time for this project. - Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. - Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.
Roadway/Street Improvements:	
Name Street/Road	Insert the name of the Street/Road to be improved. For additional locations use the Add button.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route Number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.
Structures:	
Name Street/Road	Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Draft

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: Approval of change order providing additional compensation for construction engineering services for the Water Treatment Plant 2 Reconstruction Project

Staff Recommendation: Motion to adopt a Resolution approving a change order to the contract with Baxter and Woodman, Inc. for additional compensation of $82,256.00 for construction engineering services for the Water Treatment Plant 2 Reconstruction Project

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

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Background:

On March 6, 2018, the City retained Baxter and Woodman, Inc. to perform the design and construction engineering of the City's Water Treatment Plant 2 Reconstruction Project at a cost of $454,750. There was a single change order of $41,900 issued during design. This change was for a change in scope to increase the size of the stilling well in the plant to accommodate the future proposed new deep well 19.

The construction contract for the project was bid and awarded on June 1, 2021 at a cost of $7,179,000. At the time of award, construction was anticipated to start in the summer of 2021 and be completed in late spring of 2022. The engineering and construction portions of this project has been substantially delayed due to the COVID-19 pandemic and the resulting impacts to the supply chain for electrical equipment which still exists today. For example, the electrical motor control center (MCC) was ordered in 2021 with an anticipated ship date of early 2022. This date has been pushed back several times by the equipment manufacturer and now stands at June 16, 2023, a delay of well over a year. These and other delays have resulted in the need to expend additional time and resources supervising the construction that could not have been anticipated pre-pandemic in 2018. The project is currently estimated to be completed in August of 2023, a delay of over 16 months from the originally anticipated completion date.

The delays in equipment has resulted in a prolonged construction effort. Engineering staff is required to observe construction operations to ensure the project is properly constructed. The consultant has expended additional time and resources during the additional year-plus of construction time to be present when the contractor and sub-contractors were on site. The majority of the requested hours is for additional progress meetings, on site assistance, site visits, field observation and additional IEPA processing to close out the project (380 hours).

Staff met several times with the consultant to review and negotiate down the request for additional hours to ensure that the proposed change is reasonable and represents what is required to complete the project as efficiently as possible. The requested additional compensation is for 466 hours of effort. The consultant will only bill for actual hours worked and therefore the requested additional compensation reflects a "not to exceed" amount. The additional 466 hours translates into an additional $82,256.00 in compensation, increasing their contract to a total of $578,906.

Votes Required to Pass:
Simple majority

RESOLUTION APPROVING CHANGE ORDER

WHEREAS the CITY OF CRYSTAL LAKE identified the need to reconstruct Water Treatment Plant 2 to meet the need for safe drinking water (the "Project"); and

WHEREAS to ensure the improvement is constructed to the standards and requirements of the CITY and the Illinois Environmental Protection Agency the CITY contracted with the engineering firm of Baxter and Woodman, Inc. to provide design and construction management services; and;

WHEREAS, due to delays in the physical construction of the project resulting from supply chain issues from the COVID-19 pandemic the project duration has extended significantly resulting in additional hours expended by Baxter and Woodman, Inc., in order to provide adequate construction supervision services which were not anticipated at the time that the contract with Baxter and Woodman, Inc. was approved; and

WHEREAS, the Mayor and City council have determined that 1) the circumstances said to necessitate the change in the agreement with Baxter and Woodman, Inc. were not reasonably foreseeable at the time the contract was signed; 2) the change is germane to the original contract as signed and 3) the change order is in the best interests of the City of Crystal Lake; and

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

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

Draft

SECTION TWO. Approval of Change Order. The change order to the agreement with Baxter and Woodman, Inc. is hereby approved and the City Manager is authorized to increase the upper level of compensation for Baxter and Woodman, Inc. to $578,906 and to execute all documents necessary to effectuate the change in the agreement with Baxter and Woodman, Inc.

SECTION THREE. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this 20th day of June, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 20, 2023
APPROVED: June 20, 2023

Draft

CITY OF CRYSTAL LAKE, ILLINOIS
WATER TREATMENT PLANT 2 REHABILITATION

REVISION NOTICE

In accordance with Section 4.2 of the Contract dated April 12, 2018, between the City of Crystal Lake (the *"City"*) and Baxter & Woodman, Inc. (the *"Consultant"*), the Consultant requests the following revisions to the Contract:

1. **Change in Compensation:**

A. For the addition of Construction Engineering Services provided beyond the expense of original schedule and fee and through May 13, 2023, due to several extensions granted to the Contractor as a result of substantial equipment delivery delays, we request the following additional compensation:

Description	Hours	Fee
Project Management	23.75	$4,328.00
Project Meetings	5.0	$920.00
Design Assistance & RFI's	15.75	$2,986.00
Pay Requests and Loan Disbursements	17.5	$3,218.00
Change Orders	15.75	$2,824.00
Construction Observation & Site Visits	8.25	$1,360.00
Subtotal	**86.0**	**$15,636.00**

B. For the addition of Construction Engineering Services estimated from May 14, 2023, through the Contractors current Final Completion date of September 30, 2023 (See Exhibit B), due to the latest extension granted to the Contractor as a result of substantial equipment delivery delays, we request the following additional compensation (See Exhibit A):

Description	Hours	Fee
Project Management	60.0	$11,100.00
Design Assistance and RFI Response	32.0	$6,280.00
Designer Assistance On Site	24.0	$4,680.00
Progress Meetings	18.0	$3,180.00
Periodic Site Visits	16.0	$2,960.00
Pay Requests and Loan Disbursements	16.0	$2,960.00
Field Observation	154.0	$24,640.00

Initiation of Final Completion	20.0	$3,700.00
Closeout	40.0	$7,120.00
Subtotal	**380.0**	**$66,620.00**

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED

CITY

_____
Signature

Title: _____

_____, 2023
Date

CONSULTANT


Signature

Title: Executive Vice President

May 16, 2023
Date

P:\CRYLC\171348-WTP No. 2 - CS\60-Construction\Amendment for Construction Services\171348.60_AmendmentNo1.docx

EXHIBIT A

	HOURS	5/20/2023	5/27/2023	6/3/2023	6/10/2023	MCC DUE 6/17/2023	6/24/2023	7/1/2023	7/8/2023	7/15/2023	7/22/2023	7/29/2023	8/5/2023	SUBSTANTIAL COMPLETION AUGUST 19, 2023 8/12/2023	8/19/2023	8/26/2023	9/2/2023	9/9/2023	9/16/2023	FINAL COMPLETION SEPTEMBER 30, 2023 9/23/2023	9/30/2023	10/7/2023	
PROJECT MANAGEMENT																							**$11,100.00**
Weekly PM Duties	60	4	2	2	2	2	2	2	2	2	2	2	4	4	4	4	4	4	4	4	4		
DESIGNER ASSISTANCE and RFI Response																							**$6,280.00**
Mechanical Assistance - Design Related	8							8															
Electrical Assistance - Design Related	24							8			8			8									
DESIGNER ASSISTANCE ON SITE																							**$4,680.00**
Mechanical Assistance - On Site	8													8									
Electrical Assistance - On Site	16							8						8									
PROGRESS MEETINGS																							**$3,180.00**
Progress Meetings for Schedule Compliance	12				4				4				4										
Progress Meetings for Schedule Compliance	6				2				2				2										
SITE VISITS																							**$2,960.00**
General Site Visits by PM	16					2		2		2		2		2	4						2		
Substantial Completion Walkthrough	0																						
PAY REQUESTS & LOAN																							**$2,960.00**
Pay Requests & Loan Disbursements	16	3					3				3					3				4			
FIELD OBSERVATION																							**$24,640.00**
Weekly Observation	126				8	8	8	8	8	8	8	8	8	18	18	18							
Substantial Completion Walkthrough	4															4							
Deficiency List Observance	20															4	4	4	4	4			
Final Completion Walkthrough	4																				4		
INITIATION OF FINAL COMPLETION																							**$3,700.00**
Closeout Documentation Requirements	20															8	2			2	4	4	
CLOSEOUT																							**$7,120.00**
Prepare Closeout Items & Deliver to City	16																				8	8	
Record Drawings	8																				8		
Record Drawings	16																					16	

MANUSOS
GENERAL CONTRACTING INC.
91 Christopher Way
Fox Lake, IL 60020
Phone: (847) 973-0600
Fax: (847) 973-0900

CERTIFIED WOMEN'S BUSINESS ENTERPRISE
City of Chicago, CMS

February 15, 2023

EXHIBIT B

Baxter & Woodman
8678 Ridgefield Road
Crystal Lake, Il 60012

Attention: Mr. Robert Mateja, Jr.

Re: Crystal Lake WTP

Dear Mr. Mateja:

We have been informed and herein include the information that Eaton sent to Nortec which we have pasted in below.

"The following items on Project **Crystal Lake WTP-2** have been rescheduled:

Eaton order no.	Line no.	Cust line no.	Qty	Description	Designation	MFG site	Original estimated ship date	Current estimated ship date	Reason
LCG0028222	006	006	1	FREEDOM MCC	WELL 6 MCC	FAYETTEVILLE, NC	07-Oct-2022	09-Jun-2023	Production delay

It is our sincere hope that we do not receive any such notice again as it is in our best interest, Nortec and all connected with this project to bring it to it's conclusion.

We thank the City of Crystal Lake for their previous time extensions.

With the now June 9th delivery which needs to be followed by two weeks installation along with chlorination as outlined previously allowing a revised time frame of August 19, 2023 for substantial completion and September 30, 2023 for final completed be granted.

We respectfully request acknowledgement from the City of Crystal Lake that they are aware of these manufacturing and delivery delays, through no fault of Manusos General Contracting, Inc. or their subcontractors, and that a new time extension for both substantial and final completion is granted .

Respectfully submitted,

MANUSOS GENERAL CONTRACTING, INC.

Charlene R. Manusos
President

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving a contract with Flock Group Incorporated

Staff Recommendation: A motion approving the Ordinance waiving competitive bidding for the lease of nine (9) Flock Automated License Plate Readers and associated licensing from Flock Group Inc. and to authorize the City Manager to execute a 5-year lease of nine (9) Flock Automated License Plate Readers from Flock Group Inc. with a 10% contingency to cover unforeseen installation costs

Staff Contact: James Black, Chief of Police

Background:

The Police Department is seeking authorization to lease automated license plate readers (ALPR) to be used for police investigations.

ALPR technology has proven to be a vital tool for many communities to detect, investigate and prevent crimes. ALPR are cameras which capture images of vehicles and their license plates. This data is analyzed in real time to determine if they have been entered into various data bases for law enforcement purposes. The simplest example of this use would be notification of a stolen vehicle entering our jurisdiction. Additionally, historical data can be reviewed in order to aid in various investigations of missing persons or criminal activity. The license plate data is only stored for 30 days, unless downloaded and saved as part of criminal investigation. Only law enforcement personnel have access to the license plate data.

The Police Department has investigated two ALPR camera options; Flock Safety and Vigilant Solutions. The Police Department is requesting approval to enter into a 5-year lease agreement with Flock Safety, as a sole source provider, for the lease of eight (8) fixed roadway – "Falcon" and one (1) quick deploy (mobile) – "Falcon Flex" ALPR units. While other providers of ALPR are available, Flock Safety is unique to our market and its ALPR units provide a number of

features that are unique to Flock Safety, several of which are highlighted in this agenda supplement.

Unique capabilities of hardware and software analytics:

1) The Flock Safety ALPR is the only system to offer "Vehicle Fingerprint Technology" which is patented proprietary vision used to analyze vehicles for unique identifying objects such as roof racks or bumper stickers in addition to advanced analytics pertaining to vehicle color, type and make.

   Vigilant Solutions, another ALPR vendor, does not offer this technology with their camera system.

2) Flock's ALPR is the only system with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle's attributes in the uploaded photo.

   Vigilant Solutions does not offer this technology with their camera system.

Partnership:

Since the use of body-worn cameras (BWC) by our officers, the Crystal Lake Police Department has developed a relationship of integration with Axon for BWCs and squad car video systems.

1) Flock Safety is the only ALPR system to officially partner with Axon to be directly integrated into *Evidence.Com*. This quickly and easily allows officers to store Flock images in the same location as other evidence related to the same incident.

2) Flock Safety is the only ALPR provider to fully integrate into Axon's Fleet 3 in-car platform. This allows for future growth and integration between squad video systems and mobile ALPR capabilities if desired.

Sole Source Determination:

Due to the very nature of a fixed location ALPR only captures vehicles in a finite area, it is imperative that the system as a whole operates quickly and flawlessly to relay information between jurisdictions. Flock Safety is the sole provider of fixed ALPR cameras to a number of municipalities in our area, having already established camera locations in the following jurisdictions: Lakewood, Johnsburg, Cary, McHenry, Woodstock, McHenry County Conservation District, Barrington, South Elgin, and Carpentersville. They have also entered into contracts with Huntley and Lake in the Hills. Regionally, Flock has over 1000 cameras throughout northern Illinois ranging from Rockford to Joliet and as far north as Milwaukee. Working together, the cameras in the system give a faster, more completed account of a vehicle's travels throughout our area which Crystal Lake could not capitalize upon if another system was purchased.

Pricing Comparison:

	Flock Safety	Vigilant Solutions
Fixed Camera	8 cameras @ $2500 each (lease)	8 cameras @ $6495 each (purchase only)
Mobile Camera	1 camera @ $3000 each (lease)	1 camera @ $2995 each (lease option)
Installation	Included	Additional Fee
IDOT Permits	$5000	$5000
Control Box	No Control Box	1 per fixed camera @ $2895 each
Warranty and Licensing	Included	$525 per camera per year

The total cost for the 5-year lease commitment is $120,000.00. Year 1 cost for the lease, installation and permits will be $28,000 and $23,000 a year for each year, thereafter, remaining in the lease.

The 5-year lease agreement costs associated with Flock Group Inc. includes technology upgrades, licensing and camera repair or replacement during the terms of the lease.

Staff Recommendation:

Flock Safety's unique set of search capabilities and analytics have positioned the company as the forerunner for fixed location ALPRs in our area. This is the primary reason that many neighboring jurisdictions have contracted with Flock Safety. This market saturation adds a multiplier to their data collection and sharing which is unparalleled. Furthermore, the already established relationship between Flock and Axon allows for continuity and future growth of ALPR utilization which cannot be provided elsewhere. Due to changes and improved technology that occur with Automatic License Plate Readers yearly, Police Department staff believes the lease option is the best option that meets the City's needs.

The Police Department is recommending the lease of nine (9) ALPRs and the associated licensing from Flock Safety, for the quoted price of $28,000 for the first year with a 10% contingency for unforeseen installation costs. Sufficient funds are budgeted in the FY23/24 budget for this expenditure.

City legal staff has reviewed the agreement.

Votes Required to Pass:

A vote of two-thirds of the Council members holding office is required to waive competitive bidding. Consequently, four affirmative votes of Council members are required for adoption of the attached ordinance.

Ordinance No. _____

File No. _____

The City of Crystal Lake Illinois

AN ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR THE LEASE OF FLOCK AUTOMATED LICENSE PLATE READERS FROM FLOCK SAFETY

Draft

WHEREAS, automotive license plate readers (ALPR provide a tool for communities to detect, investigate ant prevent crimes; and

WHEREAS, it is in the best interest of the City to waive competitive bidding and lease Flock Automated License Plate readers and associated equipment from Flock Safety in the amount of $29,000; and

WHEREAS, sufficient funds have been budgeted for this purchase in the approved Fiscal Year 2023/2024 budget.

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

SECTION 1: Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Ordinance as if fully set forth.

SECTION 2: Waiver of Competitive Bidding and authorization to lease Flock Automated License Plate Readers and associated equipment from Flock Safety. The City Manager is hereby authorized to enter into a lease agreement to lease Flock Automated License Plate Readers and associated equipment in the first year amount of $28,000 and to authorize the City Manager to execute a 5-year lease of nine (9) Flock Automated License Plate Readers from Flock

Group Inc. in the annual amount of $23,000, to include a 10% contingency for unforeseen installation costs, without the necessity of seeking competitive bids.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect following its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this 20th day of June, 2023.

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 20, 2023
APPROVED: June 20, 2023

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

Draft

Flock Safety + IL - Crystal Lake PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	IL - Crystal Lake PD	Initial Term:	60 Months
Legal Entity Name:	IL - Crystal Lake PD	Renewal Term:	24 Months
Accounts Payable Email:	snmiller@crystallake.org	Payment Terms:	Net 30
Address:	100 W Woodstock St Crystal Lake, Illinois 60014	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$23,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	8	Included
Flock Safety Falcon ® Flex	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$350.00	1	$350.00
Professional Services - Advanced Implementation Fee	$750.00	6	$4,500.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	1	$150.00

Subtotal Year 1:	$28,000.00
Annual Recurring Subtotal:	$23,000.00
Discounts:	$29,700.00
Estimated Tax:	$0.00
Contract Total:	$120,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$28,000.00
Annual Recurring after Year 1	$23,000.00
Contract Total	$120,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$22,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$7,200.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/legal/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: IL - Crystal Lake PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

VIGILANT SOLUTIONS	**Vigilant Solutions, LLC** **P.O Box 841001** **Dallas, Texas 75202** **(P) 925-398-2079 (F) 925-398-2113**	MOTOROLA SOLUTIONS

Issued To:	Crystal Lake Police Department - Attention: Scott Miller	Date:	05-24-23
Project Name:	CLPD Fixed Camera (1) L5F with Comms Box	Quote ID:	SVB-0046-01

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

(1) L5F Fixed Camera and Comms Box (Includes Cabling)

Quote does not include installation of equipment

Includes 1 year manufacturer's warranty

Qty	Item #	Description	
(1)	BCAV1F2-C600	**Vigilant Fixed Camera Communications Box** • Manages power and communications for up to four (4) Vigilant fixed LPR cameras • Includes modem for communication with cellular carriers o SIM Card not included	
Subtotal Price (Excluding sales tax)			**$2,895.00**

(1)	VS-LEARN--H	**Vigilant Hosted/Managed Centralized LPR server via LEARN**
		• Vigilant hosted/managed LEARN account
		  o Central repository for all LPR data acquired by each LPR system
		• Includes Vigilant's suite of LPR data analytics via online web access
		  o Automated CarDetector software update management
		  o Plate searching, mapping, data mining utilities
		  o Stakeout, Associate Analysis and Locate Analysis
		  o Full administrative security with management auditing
		• Plug-N-Play an unlimited number of CarDetector LPR systems
		  o Requires NO server hardware, NO server maintenance
		• Requires Vigilant Enterprise Service Agreement contract	

Subtotal Price (Excluding sales tax)			**$0.00**

(1)	VSF-025-L5F	**L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable** • Dual-lens camera with infrared LEDs for plate illumination • 55ft - 85ft capture distance and up to 2 lane coverage • Internal trigger for capture of plate alphanumerics, vehicle make and model • Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions • 60' camera cable included • Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting o Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		**$6,495.00**

Camera Licensing Years 2-5 ($525 per year per camera) and Warranty Years 2-5

Shipping Included

Qty	Item #	Description
(5)	VSBSCSVC-01	**Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments** • Managed/hosted server account services by Vigilant o Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
(1)	CDFS-4HWW	**Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5** • Fixed LPR System LPR hardware component replacement warranty • Applies to 1-Channel hardware system kit • Valid for 4 years from standard warranty expiration
(1)	VS-SHP-02	**Vigilant Shipping Charges - Fixed or Comms** • Applies to each fixed camera LPR System • Or Communication Box Purchased without LPR System • Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		**$4,795.00**

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference.

Quoted by: Stuart Blowers - Regional Sales Manager - 312-758-9723 - stuart.blowers@motorolasolutions.com

Total Price	**$14,185.00** (Excluding sales tax)

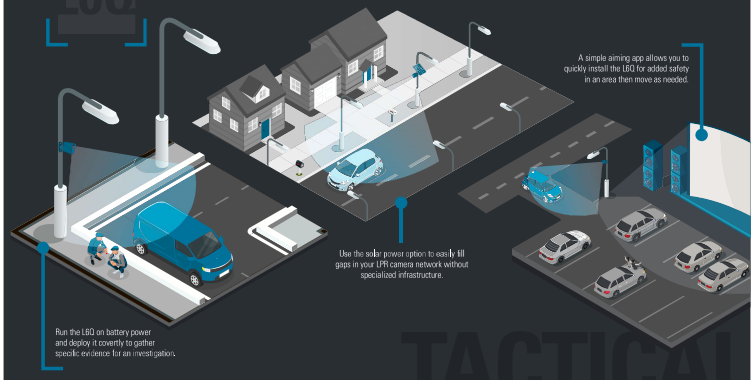
MOTOROLA SOLUTIONS

FIXED LICENSE PLATE RECOGNITION:
A VISUAL GUIDE

With new solutions entering the market for fixed and quick-deploy license plate recognition, here's some guidance to help you better understand how they work.

L6Q QUICK-DEPLOY LPR CAMERA SYSTEM

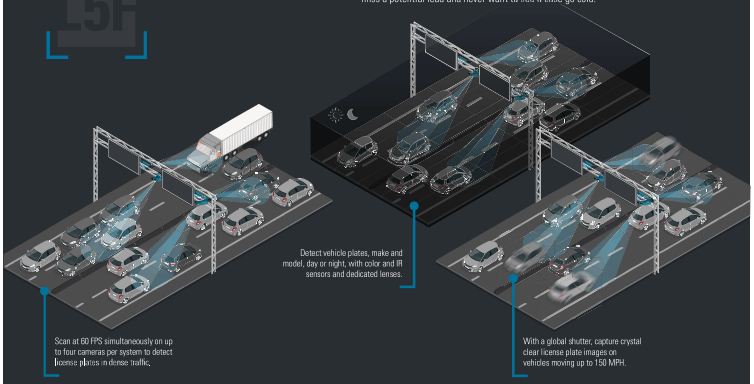
Collect targeted, tactical LPR data to aid an investigation, improve safety for an event or fill gaps in your LPR network with our quick-deploy L6Q camera system. This solar, AC or battery-powered camera can be installed and activated in minutes anywhere with cellular coverage to capture LPR data.



TACTICAL

L5F FIXED LPR CAMERA SYSTEM

Scan more vehicles and capture more data with our high-performance fixed L5F camera system. This solution is meant for those who never want to miss a vehicle because they never want to let a threat pass undetected, never want to miss a potential lead and never want to see a case go cold.

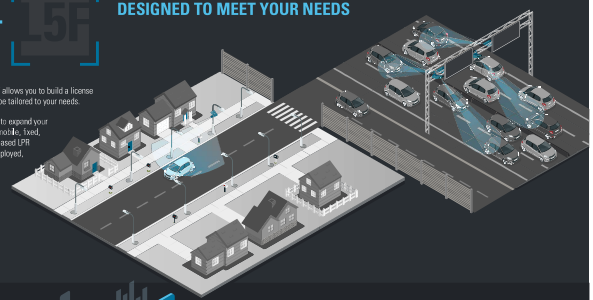


PERFORMANCE

L6Q + L5F FIXED LICENSE PLATE RECOGNITION
DESIGNED TO MEET YOUR NEEDS

Having choices like the L6Q and L5F allows you to build a license plate recognition program that can be tailored to your needs.

Our portfolio provides the flexibility to expand your network as desired with extensive mobile, fixed, trailer, Android/iOS app and video-based LPR options that all utilize our widely deployed, tested and proven LPR algorithm.





And with seamless integration to Vigilant VehicleManager, a part of the LEARN platform, you can take advantage of having full control of data retention and sharing. Paired with patented search and analytics tools, you'll be able to generate more investigative insights and actionable leads from billions of detections to help close cases, faster.

INTELLIGENCE

To learn more, visit **motorolasolutions.com/lpr**

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MOTOROLA SOLUTIONS

L5F

FIXED LPR CAMERA SYSTEM

Missed scans mean putting people and investigations at risk. The L5F fixed license plate recognition (LPR) camera system is a high-performance solution meant for those who never want to miss a passing license plate because they never want to let a threat pass undetected, never want to miss a potential lead and never want to see a case go cold.

With a new, industry-leading image sensor, the L5F provides unprecedented low light performance for accurate license plate and vehicle make and model recognition. A global shutter ensures clear image capture of license plates moving at higher speeds than ever. And an extended range of lens lengths means you have more deployment flexibility to scan vehicles at distances near and far.

Paired with the powerful VLP processor, configure your systems with up to four cameras that will continuously and reliably scan day-in and day-out. Even mix and match our previous-generation cameras within a single system for added flexibility or coverage.

Like all of our license plate recognition camera systems, the L5F seamlessly connects with our suite of software solutions, including Vigilant VehicleManager where data can be further operationalized with patented search capabilities and analytics.





SCAN MORE. KNOW MORE.

CAPTURE MORE, ACCURATE DATA

Collect license plate, make and model information even on vehicles moving at the highest speeds and in the darkest conditions.

POWER THROUGH HIGH TRAFFIC

With a processor that supports up to four cameras scanning at up to 60 FPS each, you can be confident no vehicle passes unseen.

DEPLOY CAMERAS FAR & WIDE

Rely on a flexible system that can be built to meet your exact needs with a variety of camera options and high-powered processing.

SCAN MORE. MAINTAIN LESS.

Stay in the know with a system that is always up-to-date and will work as long and as hard as you do, in rain or shine, wind or snow.

AMPLIFY INSIGHT & AWARENESS

Go beyond basic alerts and searches with patented analytics and complete control over your data retention and sharing.

L5F LICENSE PLATE READER

DETECT

KEY SPECIFICATIONS

CAMERA		
Focal Length	**Capture Distance**	**Capture Range***
8mm	14 ft	6 - 27 ft
16mm	40 ft	25 - 55 ft
25mm	70 ft	55 - 85 ft
35mm	95 ft	85 - 105 ft
50mm	115 ft	105 - 125 ft
OPTICS		
Window	Shatterproof window	
Resolution	1440x1080 Monochrome global shutter	1400x1080 Color global shutter
Capture speed maximum	150 mph (241 kph)	
Pulsed LED illumination	Zero lux environments 850nm and 750nm options	
VIDEO STREAMING		
ONVIF compliant	H.264/H.265, M JPEG	
HOUSING		
Size	6.9 x 6.5 x 2 in (175 x 165 x 51 mm)	
Mounting	3-axis precision aim lock	
Color	Matte black	
Weight	3.5 lbs (1.59 kgs)	

ENVIRONMENTAL	
Environmental protection protection	IP68 / NEMA4 compliant
Operational temperature	-40°F to 140°F (-40°C to 65°C)
Connector	IP67 rated
ELECTRICAL	
Power consumption	12.95W nominal
Input voltage	POE (IEEE802.3 af PD)
CABLE MANAGEMENT	
Cable length	Up to 328 ft (100 m)
Type	Cat6 STP 22-24 AWG
Connector	10 pin circular- all-weather, impact resistant
CAMERA ACCESSORIES	
Part #	Contact your sales representative for camera accessories part numbers
Description	Single Fixed Camera Mount/Bracket



*Up to 2 lanes of traffic coverage in most scenatios.

VLP PROCESSOR

ANALYZE

KEY SPECIFICATIONS

SYSTEM	
CPU	Intel Gen8 Core i7-8700T (12M Cache 2.4GHz up to 4.0GHz)
Memory	2 x 8GB DDR4 2400 MHz SO-DIMM
LAN chipset	9 x Intel i210-AT and 1 x i219 (iAMT9.5 w/ i5, i7 only) Gb/s Ethernet Controllers Onboard Support PXE and WOL
I/O	
Serial port	3 x RS 232/422/485 (Auto direction control)
USB port	4 x USB 3.0 Ports
LAN	10 x RJ45 Ports for GbE (Optional for M12 connector and 8 x PoE total Max. 120W)
Video port	3 x DP Ports
Wi-Fi adapter	802.11n/g/b
4G LTE / GPS	Sierra Wireless EM7511 dual SIM card support
POWER REQUIREMENT	
Power input	12V AC
Power protection	Automatic recovery and short circuit protection
Power management	Remote/ignition connection to toggle power
Power off control	Power off delay time setting by BIOS and software
SOFTWARE	
Operating System	Ubuntu 18.04 64-bit

GRAPHICS	
Graphics	Intel® UHD Graphics 630
Resolution	Max Resolution (DP): 4096 x 2304 @ 60Hz
STORAGE	
Type	2 x 2.5" Drive Bay for SATA Type HDD/SSD RAID 0, 1, 5 1 x mSATA
ENVIRONMENTAL	
Operational temperature	-40°F - 158°F (-40°C - 70°C), ambient w/0.6m/s airflow
Storage temperature	-40°F - 176°F (-40°C - 80°C)
Relative humidity	10% RH – 90% RH (non-condensing)
Vibration (random)	EC60068-2-64, random, 2.5G @ 5~500Hz,1hr/axis with SSD
Vibration operating	MIL-STD-810G, Method 514.6, Procedural, Category 4
Shock	Operating: MIL-STD-810G, Method 516.6, Procedure I, Trucks and semi-trailers=15G (11ms) with SSD
Certifications	CE, FCC Class A, E13
MECHANICAL	
Construction	Polycarbonate
Mounting	Wall or pole mount
Weight	34.5 lbs (15.65 kgs)
Dimensions	14.02 x 12.01 x 7.01 in (356 x 305 x 178 mm)



For fixed camera configurations, the VLP Processor is shipped and contained within a ready-to-install communications box for ease of deployment and added protection. Power input, construction, mounting and dimensions apply to the communications box while weight takes into account the fully configured box with the VLP Processor and wiring within.

TARGET ALERT SERVICE (TAS)

RESPOND

KEY SPECIFICATIONS

	MINIMUM HARDWARE REQUIREMENTS	RECOMMENDED HARDWARE REQUIREMENTS
HARDWARE		
Processor	Intel(R) Core(TM) i3-4150 CPU @ 3.50GHz 3.50GHz	Intel(R) Core(TM) i7-4770 CPU @ 3.40GHz 3.39GHz
Memory	8GB	16GB
Hard Drive	256GB	500GB
SOFTWARE		
Operating System	MS Windows 10 (Professional Version – 64 bit), Win 8.1, Windows Server 2012 RC2, 2016, 2019	MS Windows 10 (Professional Version – 64 bit), Windows Server 2012 RC2, 2016, 2019
NETWORK		
Ports Utilized	CDFS Socket: 1234 LEARN, CDMS: TCP Port 80, 443 (Wireless to LEARN)	CDFS Socket: 1234 LEARN, CDMS: TCP Port 80, 443 (Wireless to LEARN)
Network Card	1.0 Gbps integrated NIC (no USB adapter)	1.0 Gbps integrated NIC (no USB adapter)



*Dependencies required to run TAS Client:
Microsoft .NET Framework 4.5.2 full
Microsoft Visual C++ 2005 SP 1 Redistributable Update (x86)
Microsoft Visual C++ 2008 SP 1 Redistributable Update (x86)
Microsoft Visual C++ 2015 Update 3 Redistributable Package (x86)



SCAN MORE KNOW MORE



BUILT TO KEEP COMMUNITIES SAFER

To do license plate recognition well, you need the right tools for the job. We provide the most flexibility and options for capturing license plate data with fixed, mobile, trailer and quick-deploy camera systems, video-based integration and even mobile apps. All of these are equipped with our in-house developed, industry-leading LPR algorithm that is relied upon by law enforcement agencies world-wide.

Beyond ensuring you can collect the data you need, our suite of software solutions, including Vigilant VehicleManager - a part of the LEARN platform, combines robust hot list management and alerting options with patented search and data analytics to equip your team with the insights they need to close more cases, faster.

Our software also keeps you in complete control of your data and systems with camera management, agency-defined data retention and broad data sharing options with built in memorandum of understanding (MOU) templates for you and your partners.

Lastly, to ensure your program is most successful, your solution is backed by a team who has built our license plate recognition portfolio to be secure and designed for responsible use from the ground up. You also have access to 24/7 support and free in-person, on-demand and virtual training from our expert trainers, all of whom were former users and want nothing more than to help you succeed.

For more information, please visit:
www.motorolasolutions.com/L5F

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VIGILANT SOLUTIONS	**Vigilant Solutions, LLC** **P.O Box 841001** **Dallas, Texas 75202** **(P) 925-398-2079 (F) 925-398-2113**	MOTOROLA SOLUTIONS

Issued To:	Crystal Lake Police Department - Attention: Scott Miller	Date:	05-24-23
Project Name:	CLPD L6Q Quick Deploy Subscription	Quote ID:	SVB-0047-01

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Fixed LPR Subscription Package - L6Q (Solar)

Includes Camera, Sim Card, Solar Panel, Warranty

Annual Cost of $2,995.00 per year

Qty	Item #	Description

(1)	VSFS-L6Q-SOL-S	**Fixed LPR Subscription Package - L6Q (120V AC)**
		• Hardware Subscription Included:
		  o One (1) L6Q small form-factor camera w/ two (2) internal batteries
		  o Solar Kit w/ 40W solar panel, charge controller & 12 Ah battery
		  o Mounting bracket, USB-C cable, USB-C to USB-A adapter & Micro SD card
		• Subscription Includes (Software / Services):
		  o LEARN or Client Portal hosted LPR account (Data, alerting & analytics)
		  o All CarDetector LPR Software Updates
		  o Mobile Hit Hunter (for CarDetector Mobile LPR Software)
		  o Unlimited Mobile Companion (for Android or iPhone) Single Plate Scan
		• Annual limited hardware warranty
		• SIM card with cellular service (pre-configured)
		• Requires 5-year Enterprise Service Agreement Commitment
		• Note: Professional installation services sold separately

Subtotal Price (Excluding sales tax)		**$2,995.00**

Qty	Item #	Description
(1)	VS-SHP-02	**Vigilant Shipping Charges - Fixed or Comms** • Applies to each fixed camera LPR System • Or Communication Box Purchased without LPR System • Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		**$70.00**

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.

3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference.

Quoted by: Stuart Blowers - Regional Sales Manager - 312-758-9723 - stuart.blowers@motorolasolutions.com

Total Price	**$3,065.00** (Excluding sales tax)

L6Q

QUICK-DEPLOY LPR CAMERA SYSTEM



Safety should be simple. By combining sophisticated license plate recognition (LPR) with consumer-grade ease of installation the L6Q camera system enables law enforcement agencies and businesses alike to better ensure the safety and security of the people they serve.

This next generation of quick-deploy LPR camera includes a new, high-capacity, swappable internal battery along with solar and AC/DC direct line power options. Additionally, configuration and activation takes place from your Android or iOS smartphone using our Mobile Companion application.

On-board the L6Q, radar-based triggering can be configured for only vehicles moving at specific speed thresholds and directions of travel to focus on only the data you're interested in. The long-range, integrated infrared (IR) illumination and a new starlight sensor enable you to scan vehicles even in complete darkness. And lastly, a tamper-proof design and paintable, removable shroud makes the L6Q physically secure while blending in with its surroundings.

Like all of our license plate recognition camera systems, the L6Q seamlessly connects with our suite of software solutions. This includes Vigilant VehicleManager where your data is retained and shared based on your preferences, as well as operationalized by our patented analytics and search capabilities.



RAPID INSTALL. RAPID INSIGHT.

L6Q

EASILY INSTALL OUT-OF-BOX

Start scanning plates in a matter of minutes with only one person required to install, configure and activate the L6Q.

GET THE DATA THAT MATTERS

Configure the L6Q to collect the plate, make, model, color and speed data you need - in light and dark conditions.

READY FOR ANY ENVIRONMENT

Deploy the L6Q where and when it's needed without worrying about weather, security, power source, or connectivity.

AMPLIFY INSIGHT & AWARENESS

Go beyond alerting and searching with patented analytics, complete control over data retention and broad sharing options.

L6Q LICENSE PLATE READER

DETECT



KEY SPECIFICATIONS

CAMERA PERFORMANCE	
Optimal Capture Distance	55 ft (16.8 m)
Capture Range	30 - 75 ft (9.1 - 22.9 m)
Capture Speed Maximum	75 mph (120.7 km/h)
Field of View	24 ft (7.3 m) (multi-lane coverage)
OPTICS	
Sensor Type	2.1MP Starlight Sensor
Image Resolution	1920 x 1080px
Pulsed LED Illumination	850 nm
HOUSING	
Size (including mounting ball)	5.0 x 2.4 x 7.1 in (127 x 62 x 180 mm)
Color	Black, with Paintable Shroud
ENVIRONMENTAL	
Environmental Protection	IP67
Operational Temperature	-22 to +131°F (-30 to +55°C)
SOLAR PANEL POWER UNIT	
Power	40W
Battery Capacity	12 Ah
Cable Length	15 ft (4.6 m)
Connector	M12
Included Accessories	Mounting Bracket, Band Straps
Solar Panel Frame Dimensions	781.9 mm (W) x 470.6 mm (L) x 187.8 mm (D)
Solar Panel Bracket Dimensions	48.25 mm (W) x 250.4 mm (L) x 52.7 mm (D)
Weight	22 lbs for a Cat1 with one battery, 30 lbs for a Cat3 with one battery
Product Warranty	5 years
WIRELESS INTERFACE	
Bluetooth	Bluetooth 5 LE
WiFi	802.11ac
Cellular	Internal LTE modem

Specifications are subject to change

DIRECT & BATTERY POWER	
Direct Line Input Voltage	12V DC
Dual-Cell Battery	9.7 Ah (up to 20,000 scans on a single charge)
Power Consumption	9W maximum, 4W nominal
CAMERA ACCESSORIES	
Description	Optional External Cellular Antenna, 120V AC Power Adapter, Extra Solar Panel Kit, Solar Power Extension Cord, Extra Solar Panel External Battery





For more information, please visit
motorolasolutions.com/L6Q

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Specifications are subject to change without notice 10-2022 [CK03]

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: June 20, 2023

Item: Board and Commission Appointments – Board of Fire and Police Commissioners

Mayor's Recommendation: Motion to re-appoint Christopher Borchert to the Board of Fire and Police Commissioners

Contact: Haig Haleblian, Mayor

Background:

The Board of Fire and Police Commission has one three-year term vacancy. Christopher Borchert has served on the Board of Fire and Police Commission since July 1, 2022 when he was appointed to fill a one-year vacant term.

The Board of Fire and Police Commissioner appointments and reappointments are nominated by the Mayor and confirmed by the City Council. If appointed, Christopher Borchert's term will expire June 30, 2026.

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

Votes Required to Pass:

Simple majority

From: C Borch [redacted]
Sent: Tuesday, May 30, 2023 9:37 PM
To: Julie Meyer <jmeyer@crystallake.org>
Subject: Re: FW: BFPC Meeting Request

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

Thank you, Julie for the information and I would've attended, except I will be out of town on business travel.

Thanks again,

Chris

On Tue, May 30, 2023, 2:02 PM Julie Meyer <jmeyer@crystallake.org> wrote:

Chris, that is great to hear and thank you for your desire to serve on the Fire and Police Commission. I anticipate your reappointment will be on the June 20th City Council agenda. It is not necessary to attend the meeting, however more just for your information. See you on the 15th!

Thank you,

Julie

From: C Borch [redacted]
Sent: Tuesday, [redacted]
To: Julie Meyer <jmeyer@crystallake.org>
Subject: Re: FW: BFPC Meeting Request

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

Hi Julie,

It is my privilege to continue serving on the board, and I appreciate you asking.

Thank you,

Chris