CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
August 1, 2023
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – July 18, 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. **Third Amendment to the Master Purchase and Sale Agreement for the Crystal Lake Depot Train Station and Surrounding Property at 70-88 E. Woodstock Street**

10. **Downtown Crystal Lake/Main Street – Johnny Appleseed Festival and Great Ball Race Special Event Request, Closure of Brink Street and Police Department Assistance Fee Waiver – September 30, 2023**

11. **New Directions Addiction Recovery Services Zero Fest Special Event Request and Closure of Beardsley Street (September 29, 30, and October 1, 2023 from Main Street to Ellsworth Street) - September 29, 30, and October 1, 2023**

12. **City Code Amendment to Increase the Number of Class 18 Liquor Licenses – Applicant: Time Out Tap, LLC, d/b/a Time Out Tap, located at 320 E. Prairie Street**

13. **Ordinance to allow outdoor seating in the public sidewalk in front of 93 Grant Street**

14. **City Code Amendment to Decrease the Number of Class 4 Liquor Licenses and Increase the Number of Class 9 Liquor Licenses – Applicant: Taqueria Las Cumbres, Inc., d/b/a Taqueria Las Cumbres, located at 93 Grant Street**

15. **795 Oak Court - Variation to allow an addition to an existing detached accessory structure, a garage, with dormers exceeding the maximum 20% allowed per side to allow 70%, a variation of 13 feet in length**

16. **1393 Boxwood Drive – Simplified Residential Variations from: Article 4-600 to allow a 1.5-foot rear yard setback, a variation of 3.5 feet from the required 5-foot minimum rear yard setback for a greenhouse; and, Article 4-600 to allow a 1-foot side yard setback, a variation of 4 feet from the 5-foot minimum side yard setback for a greenhouse; and, Article 4-600 to allow a greenhouse to be located on a recorded utility, drainage or municipal easement**

17. **100 S. Main Street (Willow Creek Community Church) – Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement**

18. **Interview Rooms and Temporary Detention Facility Camera Systems Replacement**

19. **Proposal Award – Public Works Electrical Services**

20. **Bid Award – Three Oaks Recreation Area Exterior Staining**

21. **Appointment to Firefighters' Pension Board of Trustees**

22. **Board and Commission Reappointment and Appointment – Planning and Zoning Commission**

23. **Budget Amendment for costs associated with crossing guard services, professional services, closing out the City's Foreign Fire Tax Fund, and public safety pension fund benefits**

24. **Council Inquiries and Requests**

25. **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**

26. **Reconvene to Regular Session**

27. **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: August 1, 2023

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

Staff Recommendation: Motion to adopt a Resolution Ratifying the City Manager's Execution of a Third Amendment to the Master Purchase and Sale Agreement for the acquisition and transfer of the Crystal Lake Depot Train Station and surrounding property at 70-88 E. Woodstock Street.

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

Background:

The Union Pacific Railroad (UP) currently owns a 1.8 acre parcel in downtown Crystal Lake, including the downtown train station, the depot parking lot, Depot Park and a portion of Veteran's Park. Last year, Metra informed the City of UP's desire to sell the Property. Metra did not desire to purchase the Property, but Metra offered to purchase the Property on the City's behalf and then transfer title of the Property to the City. At the February 1, 2022 City Council meeting, the City Council approved an assignment and assumption of the master purchase and sale agreement to the City with respect to the Property ("***MPSA***"), which allows the City to purchase the Property from Union Pacific under the same terms as it would have been sold to Metra.

Union Pacific recently requested a third amendment to the MPSA (***"Third Amendment***"). The Third Amendment would allow an extension of the closing date to a date no later than August 30, 2023. This is to provide additional time to create the closing documentation.

City special legal counsel reviewed the Third Amendment document and recommended approval of the City's execution of this document.

Votes Required to Pass:

Simple majority.

Res. 23R-69

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager's execution of the Third Amendment to Master Purchase and Sale Agreement with Union Pacific Railroad for the acquisition and transfer of the Crystal Lake Depot Train Station and surrounding property at 70-88 E. Woodstock Street, attached hereto as Exhibit A, is hereby ratified and approved.

DATED this 1st day of August 2023.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig, Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED:
APPROVED:

Draft

EXHIBIT A:

Third Amendment to Master Purchase and Sale Agreement with Union Pacific Railroad for the acquisition and transfer of the Crystal Lake Depot Train Station and surrounding property at 70-88 E. Woodstock Street

Draft

THIRD AMENDMENT
TO MASTER PURCHASE AND SALE AGREEMENT

This THIRD AMENDMENT TO MASTER PURCHASE AND SALE AGREEMENT ("Third Amendment") is dated this 25th day of July, 2023 ("Third Amendment Effective Date"), and is between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), and **CITY OF CRYSTAL LAKE**, an Illinois unit of local government ("Buyer"), and amends that certain Master Purchase and Sale Agreement dated January 24, 2022 between Seller and Commuter Rail Division of the Regional Transportation Authority, an Illinois unit of local government ("Metra"), as assigned by Metra to Buyer pursuant to that certain Assignment and Assumption of Master Purchase and Sale Agreement dated February 1, 2022, as later amended by Seller and Buyer (collectively, "Agreement"), for the sale and purchase of certain real property located in the City of Crystal Lake, McHenry County, State of Illinois, more particularly described therein ("Crystal Lake Location"). Seller and Buyer may hereinafter collectively referred to as the "Parties".

IT IS MUTUALLY AGREED
BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Defined Terms. The defined terms in the Agreement will apply and have the same meaning in this Third Amendment as if fully set forth herein.

Section 2. Closing Date. The Parties agree to amend the Closing Date, which will now be August 30, 2023, or on such earlier date as the Parties agree upon in writing.

Section 3. E-mail Execution. This Third Amendment may be executed in counterparts, which will be effective as an original and each counterpart may be delivered by one party to the other by electronic signature and scanned image sent by e-mail.

Section 4. Amendment Supplemental. All of the terms of the Agreement remain in full force and effect except as specifically amended by this Third Amendment. If there is any conflict between the terms of this Third Amendment and the terms of the Agreement, the terms of this Third Amendment will control.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the Third Amendment Effective Date first above written.

Seller:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Printed Name: _____
Title: _____

Buyer:

CITY OF CRYSTAL LAKE,
an Illinois unit of local government

By: _____
Printed Name: Eric T. Helm
Title: City Manager

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: Downtown Crystal Lake/Main Street - Johnny Appleseed Festival and Great Ball Race Special Event Request, Closure of Brink Street and Police Department Assistance Fee Waiver – September 30, 2023

Recommendation: Motion to approve the 2023 Johnny Appleseed Festival and Great Ball Race events, closure of Brink Street, pursuant to staff recommendations, and waiver of the Police Department charge back fees ($4,742.43)

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

Background: The applicant has applied for a Special Event for the 30th Annual Johnny Appleseed Festival on Saturday, September 30, 2023, from 9:00 a.m. to 4:00 p.m. City Council approval is required because the applicant is requesting permission to close off Brink Street between Grant and Williams Streets for the length of the event, to close Brink Street between Williams and Main Streets from 2:00 p.m. to 3:30 p.m. for the 21st Annual Great Ball Race and close the Brink Street Market parking lot until 6:00 p.m. (please see the attached site plans). The event also includes a Craft Fair as well as a Food Court/Entertainment area at Depot Park and adjacent parking lot.

This year's event would be very similar to previous years' events and would include demonstrations and entertainment, food vendors, crafts, pony rides, a pumpkin train, pumpkin bowling, an apple ride, inflatable rides, climbing tower, and a petting zoo. Horse-drawn wagon rides would be given that would circle the block that includes the Brink Street Market. Similar to last year, the Craft Fair will be located in the Depot parking lot. For the Great Ball Race, brightly colored and numbered plastic balls would be rolled down Brink Street from their starting point at Williams Street to their ending point before Main Street. Also, the Farmers' Market, which is held every Saturday in the Depot Park, will be relocated to the parking lot at Depot Park for this day only.

The Police Department is recommending proper staffing in light of recent world events. The officers required for the event have been determined by the Police Department. In addition to the

community service officer, one supervisor and seven officers will be required. The Police Department has determined that the chargeback fee will be approximately $4,742.43.

The organizers of the event are requesting a waiver of the fee.

If the request is approved, staff recommends the following conditions:

1. The approval is valid on Saturday, September 30, 2023. The closure of Brink Street from Williams Street to Main Street is permitted from 2:00 p.m. to 3:30 p.m. The closure of the Brink Street Market parking lot and Brink Street from Grant to Williams Streets is permitted from 9:00 a.m. until 6:00 p.m.
2. The event must be in accordance with the attached site plan, with the exception of both alleys east of Williams Street and the Marathon gas station driveways must remain clear at all times. Begin temporary closure of Brink Street east of the alley entrances and end the closure WEST of the gas station driveways. Any additional changes to the site plan must be provided prior to the inspection by the Fire Prevention Bureau.
3. All electrical must comply with the 2017 National Electric Code and is subject to an inspection prior to starting the event.
4. The applicant must contact the Crystal Lake Police Department to coordinate parking and traffic procedures.
5. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.
6. No liquor service is allowed at the event.
7. The applicant is responsible for obtaining all necessary McHenry County Health Department permits.
8. All outside vendors must be approved by Downtown Crystal Lake Main Street at least 7 days prior to the event (September 23, 2023).
9. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Downtown amenities and landscaping must be properly maintained and/or restored to their original condition, as necessary. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)
10. The event organizer must schedule a meeting with the Fire Prevention Bureau at least one week prior to the event by calling 815-356-3640 regarding cooking and other requirements for tents and canopies. Canopies/tents must be adequately anchored using sand, water, concrete, or guide lines. No drilling stakes into the concrete or asphalt. Cooking tents/canopies must be of a flame-resistant material, or treated as such. No smoking is allowed in or under any tents/canopies. A portable fire extinguisher(s) must be present under tents/canopies.
11. Provide approved access for emergency vehicles to gain entry to the event as well as maintain access to the existing structures. This must include a minimum 20-foot access in the parking areas serving the alley to the rear of Williams Street and the Brink Street lot near the Raue Center. Access to both alleys east of Williams Street and the Marathon gas station driveways must remain clear at all times. Any barricades used must be easily moveable for emergency access.
12. If the sidewalks cannot accommodate the pedestrian traffic sufficiently and people are using the streets, consideration to close the roadway to traffic should be made. The

decision to close the roadway would be made by the on-duty police patrol supervisor and the event organizers.

13. Pre-event advertisements and event-day signage should direct motorists to the commuter lots for parking.
14. The petitioner must erect approved barricades and advance-warning signs for the temporary closure of Brink Street during the hours of 2:00 and 3:30 p.m. only. These signs and barricades must only be in place during the approved time for the road closure.
15. Restrict parking in the three Brink Street Z-lots until after 3:30 p.m. or provide temporary signs at these spaces noting that vehicles cannot be moved out of this area between the hours of 2:00 p.m. and 3:30 p.m.
16. Any vendors must be located off all roadways and parking areas that are not approved for closure.

The applicant has been made aware of these recommended conditions and advised to attend the August 1, 2023 City Council meeting to answer any questions.

Votes Required to Pass: A simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Johnny Appleseed Festival and Great Ball Race

EVENT LOCATION Downtown 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	

RECEIVED JUL 14 2023 By

2. General Description/Purpose of the event:
See Attached

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: 200

9. Estimated attendance: 7000

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: Lynn Reckamp
13. Contact Information for Event Manager:

Address: 25 W. Crystal Lake Ave
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: 815-479-0835 ☐
Emergency phone: _____ ☐
Cell phone: 815-479-0835 ☑
Email: info@DowntownCL.org ☐

EVENT OPERATION

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

Set Up: 9-30-2023
Event: 9-30-2023
Dismantling: 9-30-2023

15. Hours of the event:

Set Up: 5:30am
Event: 9am-4pm (Race is at 3pm
Dismantling: until 6:00pm

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 Craft Fair

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

    Name of Company Crown Restrooms
    Address 1704 Lamb Rd. Unit B Woodstock IL
    Phone 815-206-3689

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

    If yes, please specify the power requirements and plan for provision
    Gazebo electric outlets, generators, Parking lot electricity, private electrical services - same as in the past

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:
We do not require an ambulance, the police and fire department are onsite and avaliable in case of an emergency

Staff train in 1st Aid

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 Animals require water, private taps are used

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

6-20-2023
Date

Lynn Reckamp
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

07/24/2023

City Manager
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014

Dear Mr. Mayerhofer,

Downtown Crystal Lake / Main Street wishes to host the 30th Annual Johnny Appleseed Festival on Saturday, September 30, 2023. This year in addition to the use of Brink Street Market and Depot Park, we propose to close Brink Street from Williams to Grant. We plan to move "Touch a Truck" to this area as well as our Sponsor tents. This is create a safe space for families to enjoy. Last year there was several near misses as children were walking into the street. In addition to providing added safety, it will also create a showcase space for vendors and sponsors

In conjunction with the festival, Downtown Crystal Lake / Main Street wishes to hold the "Great Ball Race" (raffle) on Brink Street east of Williams Street during the Festival. Enclosed is our request for a Special Event Permit. We also request a waiver of the application fee.

Enclosed is a copy of the festival's activities, our organization's vendor guidelines, and a basic site plan for both events.

If you have any questions, please feel free to call me at (815) 479-0835.

Sincerely,

Lynn Reckamp
Executive Director



Description of Proposed Use
30th Annual Johnny Appleseed Festival
Saturday, September 30, 2023 / 9AM – 4PM

This is a one-day event filled with music, entertainment, games, and activities for the whole family.

We plan to have outside vendors provide additional food and services (facepainting, etc.). All outside vendors must be approved by Downtown Crystal Lake / Main Street at least 7 days prior to the event. Enclosed is a copy of our vendor guidelines.

For safety reasons, we are requesting closing off the Brink Street Market parking lot (all day until about 6PM when the lot is cleared), in order to position many of the children's activities in that lot for the festival. Children's activities include pony rides, pumpkin train, pumpkin bowling, inflatable rides, petting zoo, etc.

We are requesting closure of the Depot parking lot for the Craft Fair, farmers market, for the porta pottie placement, and band/entertainment parking.

A site plan for the major activities and last year's Festival brochure are enclosed.

DOWNTOWN CRYSTAL LAKE
25 West Crystal Lake Avenue - Crystal Lake, Illinois 60014
Phone: (815) 479-0835 - Fax: (815) 479-0884
Website: www.DowntownCL.org - Email: DowntownCL@sbcglobal.net

City of Crystal Lake

100 W. Woodstock St.

Crystal Lake, IL 60014

July 25, 2023

To Whom It May Concern:

The Downtown Crystal Lake / Main Street organization is requesting a waiver of fees for Police detail for our 30th Annual Johnny Appleseed Festival taking place on September 30, 2023. This event draws between 8,000 – 9,000 visitors into our downtown at this one day festival. Our Downtown organization is a 501©3 that plans, promotes, and runs this event that enriches our community and draws visitors from all over Northern Illinois.

We appreciate your consideration of this request.

Sincerely,

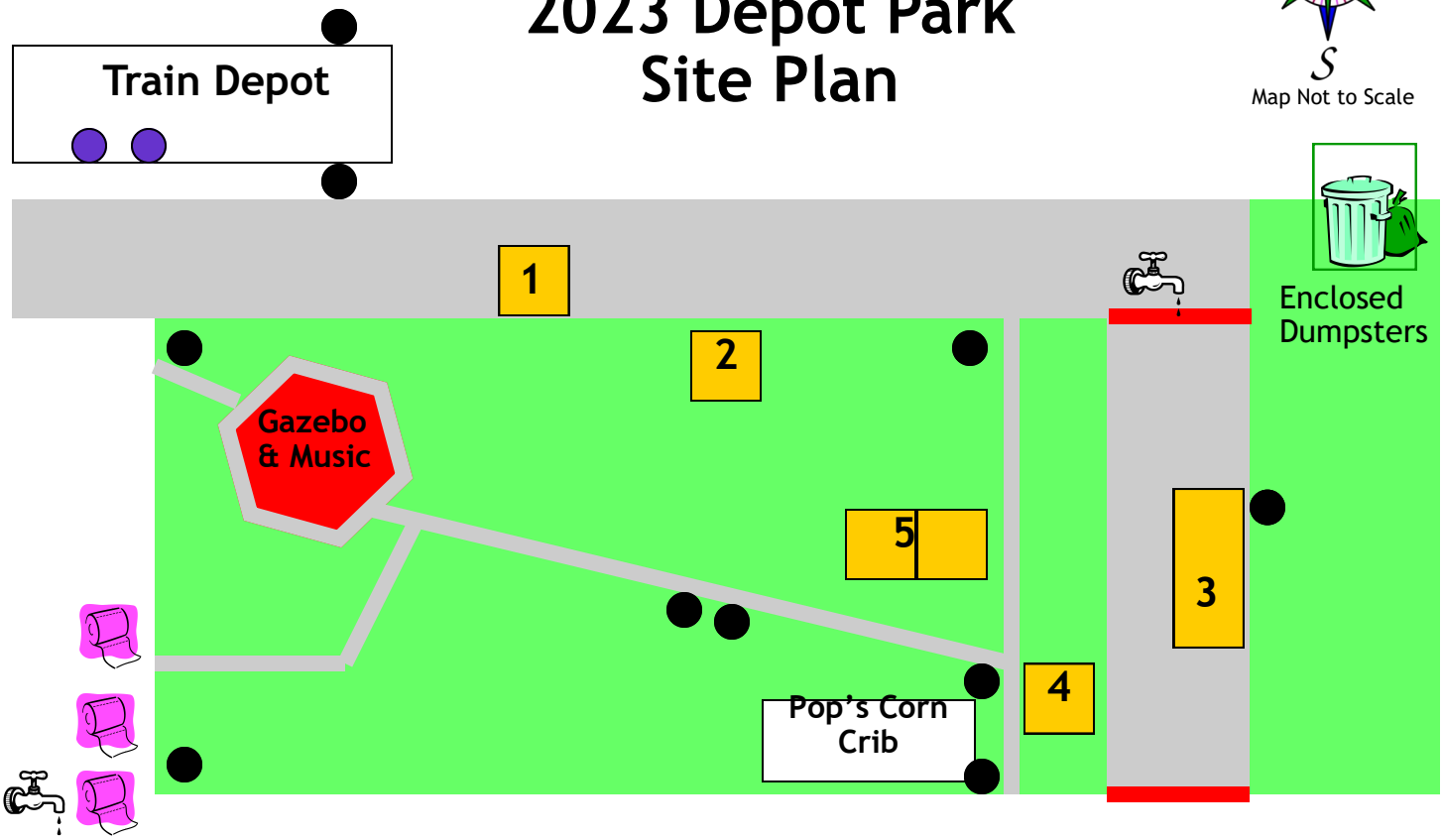
Lynn Reckamp

Executive Director

Lynn Reckamp

Downtown Crystal Lake Johnny Appleseed Festival 2023 Depot Park Site Plan

Map Not to Scale



Garbage Cans

Public Restrooms (in Depot)

Vendors

1. Joe & Dough
2. Duke's Alehouse
3. Knights of Columbus
4. Bridge 'n Sweets Bakery
5. Harms Farm (Farmers Market Stand)

Other Facilities:

20 Tables with chairs for patrons

Extra Garbage and Recycling totes provided by Prairieland Disposal

Porta Potties

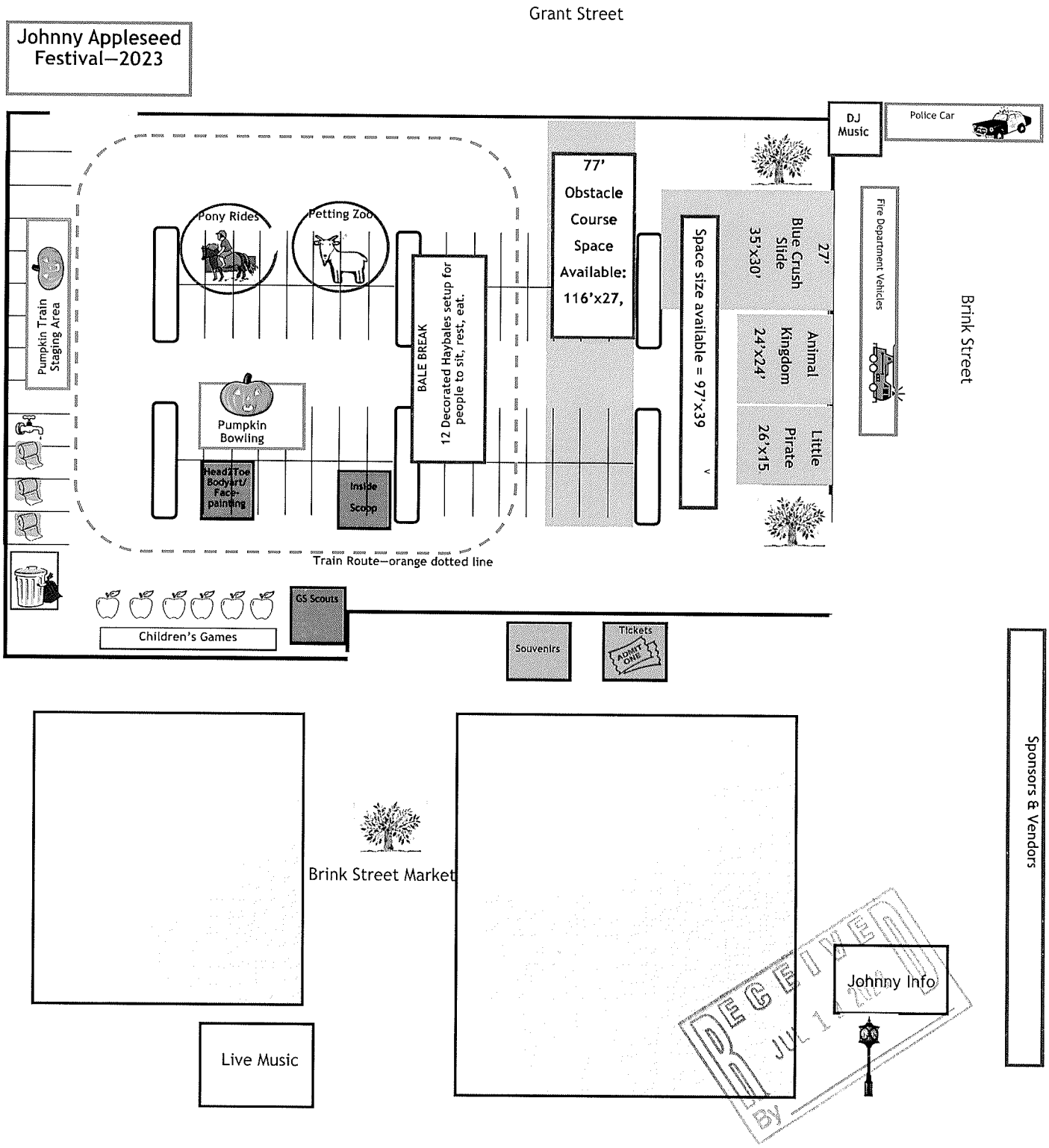
Hand washing stations

Gazebo—Entertainment will be staged in Gazebo

Driveway—Blocked off with barricades at red lines to allow safe pedestrian walkway on the north/south leg. East/west leg of driveway is used as fire lane and access for emergency vehicles (per Fire Marshal).

Nancy Thompson Cell: [redacted]

Lynn Reckamp Cell: [redacted]


Grant Street
Johnny Appleseed Festival—2023
DJ Music
Police Car
Fire Department Vehicles
Brink Street
77' Obstacle Course Space Available: 116'x27,
27' Blue Crush Slide 35'x30'
Animal Kingdom 24'x24'
Little Pirate 26'x15
Space size available = 97'x39
Pony Rides
Petting Zoo
Pumpkin Train Staging Area
BALE BREAK
12 Decorated Haybales setup for people to sit, rest, eat.
Pumpkin Bowling
Head2Toe Bodyart/ Face-painting
Inside Scoop
Train Route—orange dotted line
GS Scouts
Children's Games
Souvenirs
Tickets
ADMIT ONE
Brink Street Market
Live Music
Johnny Info
Sponsors & Vendors

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: New Directions Addiction Recovery Services – Zero Fest Special Event Request and Closure of Beardsley Street (September 29, 30 and October 1 from Main Street to Ellsworth Street) – September 29, 30, October 1, 2023

Recommendation: Motion to approve the application for a Special Event for Zero Fest to be held on September 30, 2023, including street closure, pursuant to staff recommendations

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

Background: The applicant has applied for a Special Event to hold a fun fall event for people of all ages to enjoy, without the promotion of alcohol. This event will be used as a way to raise awareness of New Directions Addiction Recovery Services. The Other Side is a project of the non-profit New Directions Addiction Recovery Services, and hosting this event will provide the community an example of what services are provided.

This event would include live music between 4:00 p.m. to 10:00 p.m., non-profit vendors, local artists, food trucks, bags tournament and a raffle. Surrounding businesses like Dark Heart Tattoo, PSI Management and the Downtown Crystal Lake Organization business have provided letters of support.

The applicant is proposing to block off Beardsley Street between Short Street and Ellsworth Street beginning at 12:00 p.m. Friday, September 29th to set up the stage. The barricade at Short Street will be relocated to Main Street at 8:00 a.m. on Saturday, September 30th so that the organizers can finish setting up for the event to begin at 4:00 p.m. All barricades will be removed, and the site cleaned by 12:00 p.m. on Sunday, October 1st. They are also proposing to place portable toilets and handwashing stations as well as dedicated parking spaces for the tenants of 125-129 Main Street in the City's portion of the parking lot located at 143 Beardsley Street for their event.

A hold harmless agreement and certificate of insurance of applicant are on file.

If the request is approved, staff recommends the following conditions:

1. The approval is valid for Friday, September 29, Saturday, September 30, and Sunday October 1, 2023. The closure of Beardsley Street is permitted from 12:00 pm on Friday, September 29, 2023 to 12:00 pm Sunday, October 1, 2023.
2. All electrical must comply with the 2017 National Electric Code and is subject to an inspection prior to starting the event.
3. The applicant must notify all business owners along Main Street, from the railroad tracks to Prairie Street, that Beardsley Street will be closed beginning at 12:00 pm on Friday, September 29 through 12:00 pm on Sunday, October 1, 2023, a minimum of 2 weeks prior to the event.
4. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.
5. Any tent/canopy must be anchored using stakes, sand, or concrete blocks.
6. Generators, if used, must be a minimum of 20 feet from any tents and/ or canopies, and protected from the public fencing, enclosures, or there approved means. *Generators should be properly outlined by the manufacturer.*
7. All electrical cords shall be covered to avoid a potential trip hazard. Electrical cords shall utilize an approved, commercially available cord protector.
8. Food trucks shall be inspected PRIOR to the event. Food trucks are required to provide a valid City of Crystal Lake certificate of inspection upon demand. City of Crystal Lake employees shall provide identification. A list of currently inspected food trucks is available by contacting Community Development.
9. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Downtown amenities and landscaping must be properly maintained and/or restored to their original condition, as necessary. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)
10. The event organizer must schedule a meeting with the Fire Prevention Bureau at least one week prior to the event by calling 815-356-3640 regarding cooking and other requirements for tents and canopies. Canopies/tents must be adequately anchored using sand, water, concrete, or guide lines. No drilling stakes into the concrete or asphalt. Cooking tents/canopies must be of a flame-resistant material, or treated as such. No smoking is allowed in or under any tents/canopies. A portable fire extinguisher(s) must be present under tents/canopies.
11. Provide approved access for emergency vehicles to gain entry to the event as well as maintain access to the existing structures. This must include a minimum 20-foot access on Beardsley Street between Main Street and Ellsworth Street. Any barricades used must be easily moveable for emergency access.
12. Pre-event advertisements and event-day signage should direct motorists to the commuter lots for parking.
13. The petitioner must erect approved barricades and advance-warning signs for the temporary closure of Beardsley Street. These signs and barricades must only be in place during the approved time for the road closure.

The applicant has been made aware of these recommended conditions and advised to attend the August 1, 2023 City Council meeting to answer any questions.

Votes Required to Pass: A simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Zero Fest

EVENT LOCATION Beardsley Street, 135

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

2. General Description/Purpose of the event:
Non profit & local vendor tents, music, Purpose is to entertain families & bring awareness to NICU Directions/ THE other side.

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: 12-15

9. Estimated attendance: 200 - 350

RECEIVED
JUN 16 2023
A.M

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: Chris Jacob

13. Contact Information for Event Manager:

Address: 135 Beardsley St
Crystal Lake IL 60014

(Please check preferred means of contact)

Daytime phone: 779 220 9843 ☐

Emergency phone: _____ ☐

Cell phone: [redacted] ☒

Email: [redacted] ☒

EVENT OPERATION

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

Set Up: September 29th 2023

Event: September 30th 2023

Dismantling: ~~September~~ October 1st 2023

15. Hours of the event:

Set Up: 10Am - 5pm

Event: 10Am - 11pm — setup starts @ 10 a.m. event starts @ 4 p.m.

Dismantling: 9Am - 12pm

CITY MANAGER'S OFFICE

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

***If yes, please complete attached Raffle License Application** (possible)

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? N/A

**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 Tshirts, Food, Jewelery

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

    Name of Company T3D
    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:
small first aid kit at place of business, CPR trained staff, easy access for emergency vehicles.

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

6.7.23
Date

CHRIS JACOB
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

6/16/2023
New Directions Addiction Recovery Services
The Other Side
Christopher Jacob
135 Beardsley Street
Crystal Lake, IL 60014

Event: Zero Fest
Date: September 30th
Time: 4:00 pm – 10:00 pm

Purpose: The purpose of Zero Fest is to provide a fun fall event for people of all ages to enjoy, without the promotion of alcohol. We intend to utilize this event as a way to raise awareness of New Directions Addiction Recovery Services and what our cause is. The Other Side is a project of the nonprofit NDARS, and hosting this event will bring awareness to the venue and what services The Other Side provides for the community and it's surrounding areas.

Activities to include, but not limited to:
- Live music from 4:00pm until 10:00pm.
- Local vendors, tented on Beardsley Street
- Food Trucks
- Raffles (possible)
- Bags

Emergency Vehicle Access:
Access is made available through multiple avenues as seen on site plan.

Waste Disposal:
A designated area with porta potties & handwashing will be available as shown on site plan. Dumpsters also located on the side of the building.

Neighboring Business Support:
Included are letters of support from the following businesses, Dark Heart Tattoo, Psi (property management company for 125-129 Main St locations), Downtown Crystal Lake Organization

Proposed Plan:

September 29th
12:00 pm, block off access to Beardsley Street, from Short Street to Ellsworth.
This will allow for the stage and tent to come in and be constructed the day before. See Ex. #1, attached. Red X represents barricade's, one on each side of the road.

Barricades will be borrowed from the city of Crystal Lake. Form included.

Due to barriers being in place on the 30th, this will limit tenants living in 125-129 Main Street. We ask that we reserve a block of 8 spots in the Metra Parking lot, the evening before and allow the tenants to park overnight. This allows tenants to have access to their cars with barricades being up. This concern was discussed with proper persons employed at Psi. The spots are shown in Ex. #1, in the parking lot, marked with small o's.

September 30th

8:00am move barricades to follow diagram #2, shown by large red X's. During the day we will begin setting up tents for vendors, porta potties, power source for stage, tables, garbage cans and other necessary items for the event to begin at 4:00pm.
We are sourcing power for the stage from The Other Side, 135 Beardsley Street.
The music will start at 4:00pm and go until 10:00pm. Clean up and breakdown will be wrapped up by 11:00pm.

October 1st

Stage to be broken down and taken away, see EX. 3 for the remaining blockades during this day.

Thank you for your support and consideration regarding this community based event,

Chris Jacob
General Manager
The Other Side
New Directions Addiction Recovery Services
847.987.3138

Gmail

Chris Jacob <chrisj@ndars.org>

Block party

Chelsea Nebergall [redacted]
To: "chrisj@ndars.org" <chrisj@ndars.org>

Fri, May 26, 2023 at 2:41 PM

Hey Chris
Just reaching out in regards to the otherside block party. We fully support what you are doing and the block party won't affect us at all having the street closed. Looking forward to it. Yeehaw!

Joe and Chelsea
Darkheart tattoo



DOWNTOWN CRYSTAL LAKE
25 West Crystal Lake Avenue - Crystal Lake, Illinois 6[illegible]014
Phone: (815) 479-0835 - Fax: (815) 479-0884
Website: www.DowntownCL.org - Email: DowntownC[illegible]@sbcglobal.net

May 10, 2023

Hi Chris,

Thank you for reaching out regarding the proposed event hosted by The Other Side on September 30th, 2023. Downtown Crystal Lake does not have an issue with you putting this event on, as long as it does not in any way interfere with our Johnny Appleseed Festival which occurs that same day from 9AM – 4PM. We would just request that said event does not begin prior to 4:00PM.

Thank you,

Lynn Reckamp

Executive Director

PSi Property Services Inc

May 25, 2023

RE: The Other Side – Event Request for September 30, 2023

To Whom It May Concern,

Please note that PSI Commercial is the managing agent and agent for property ownership, of the mixed use building located at 127-129 Main Street in Crystal Lake, Illinois.

This letter shall serve as intended support of our neighbor, The Other Side, for the event they seek to host on September 30th, 2023. The event will restrict our tenants from accessing their assigned parking spaces behind the building.

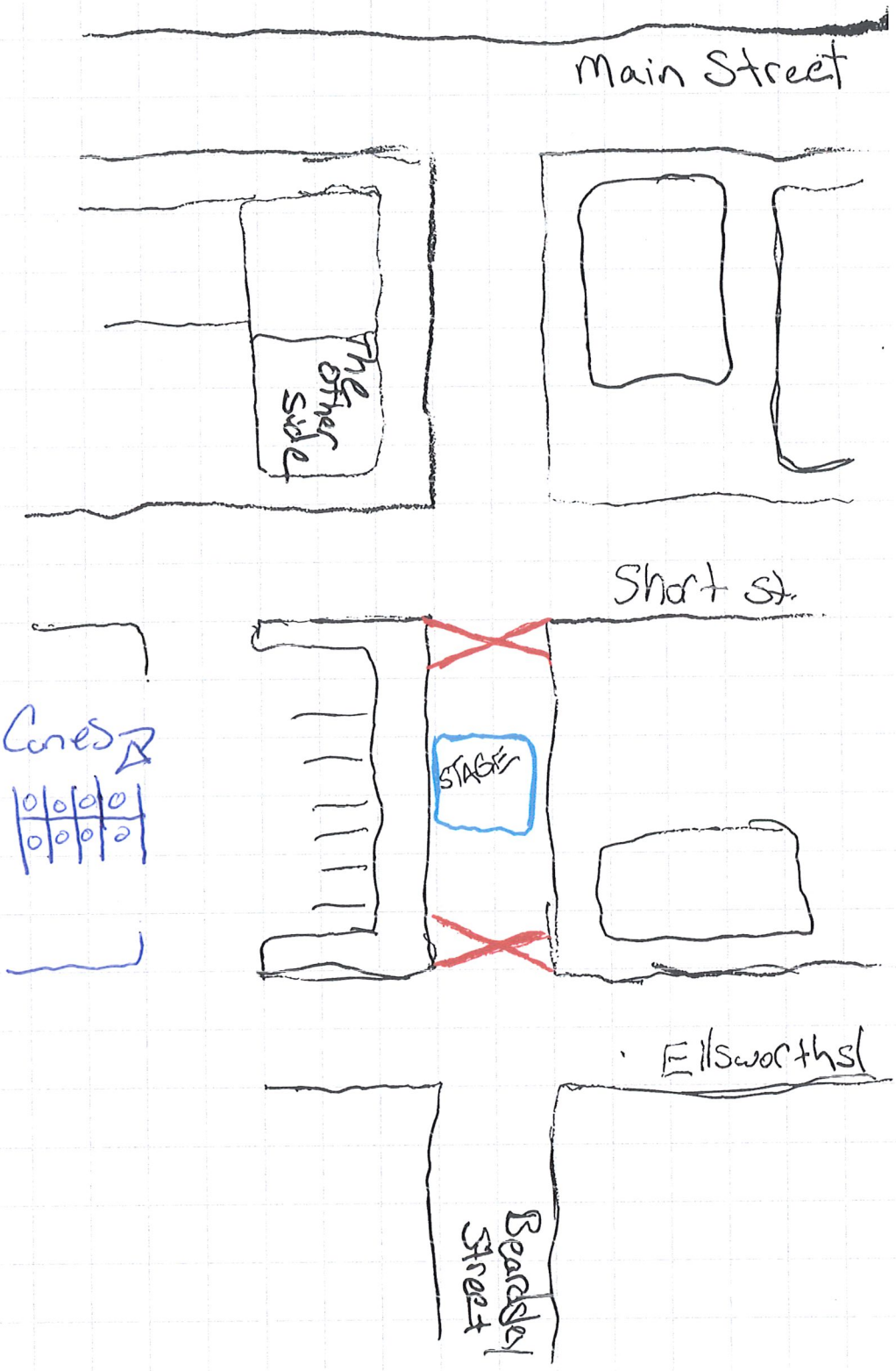
PSI supports the event, as long as our tenants are provided with parking spots in the Metra parking lot as indicated on Exhibit "A".

Please do not hesitate to contact me with further questions.

Sincerely,

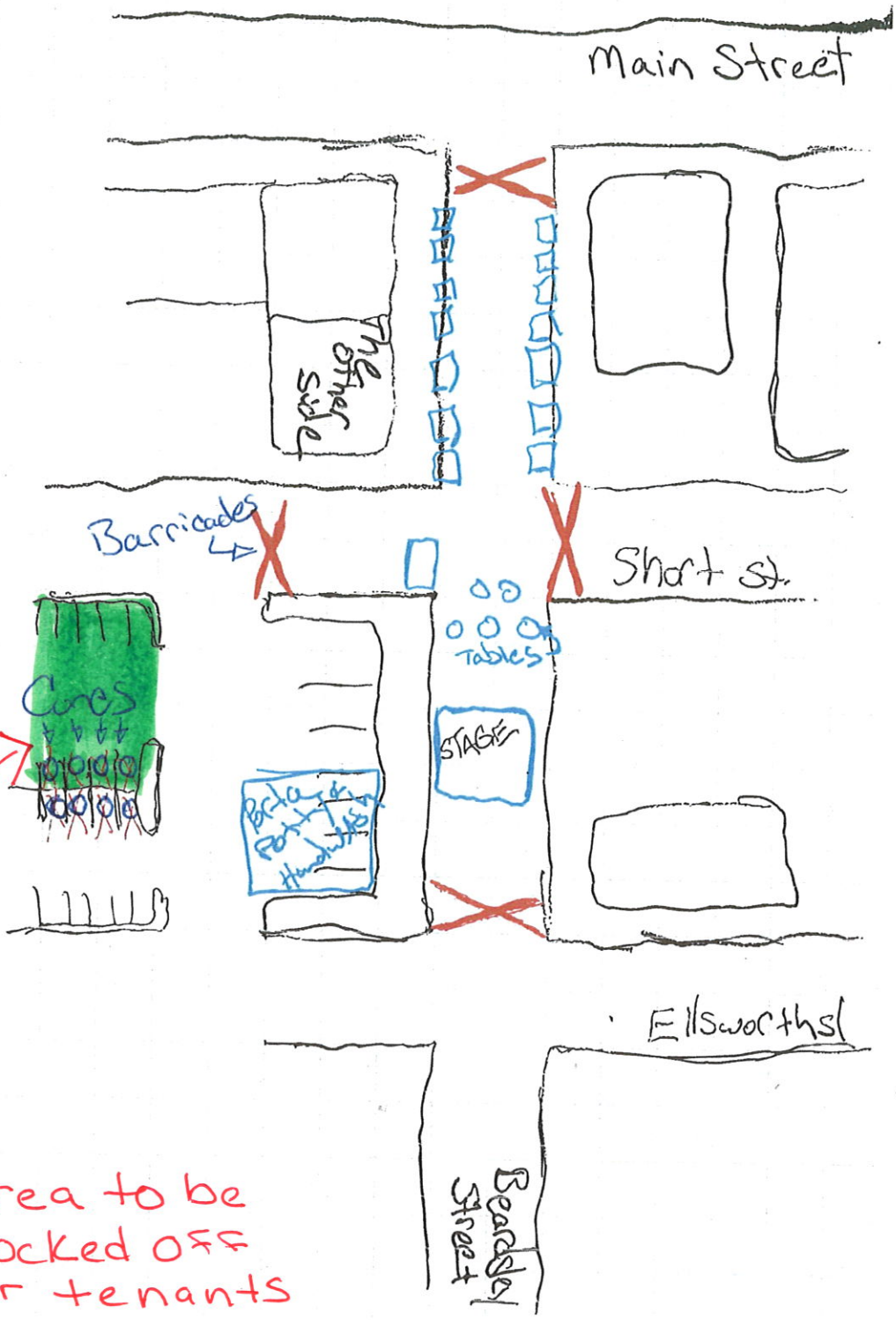
Tony Lombardo
Principal
PSI Commercial Real Estate

Ex. 1



September 29th

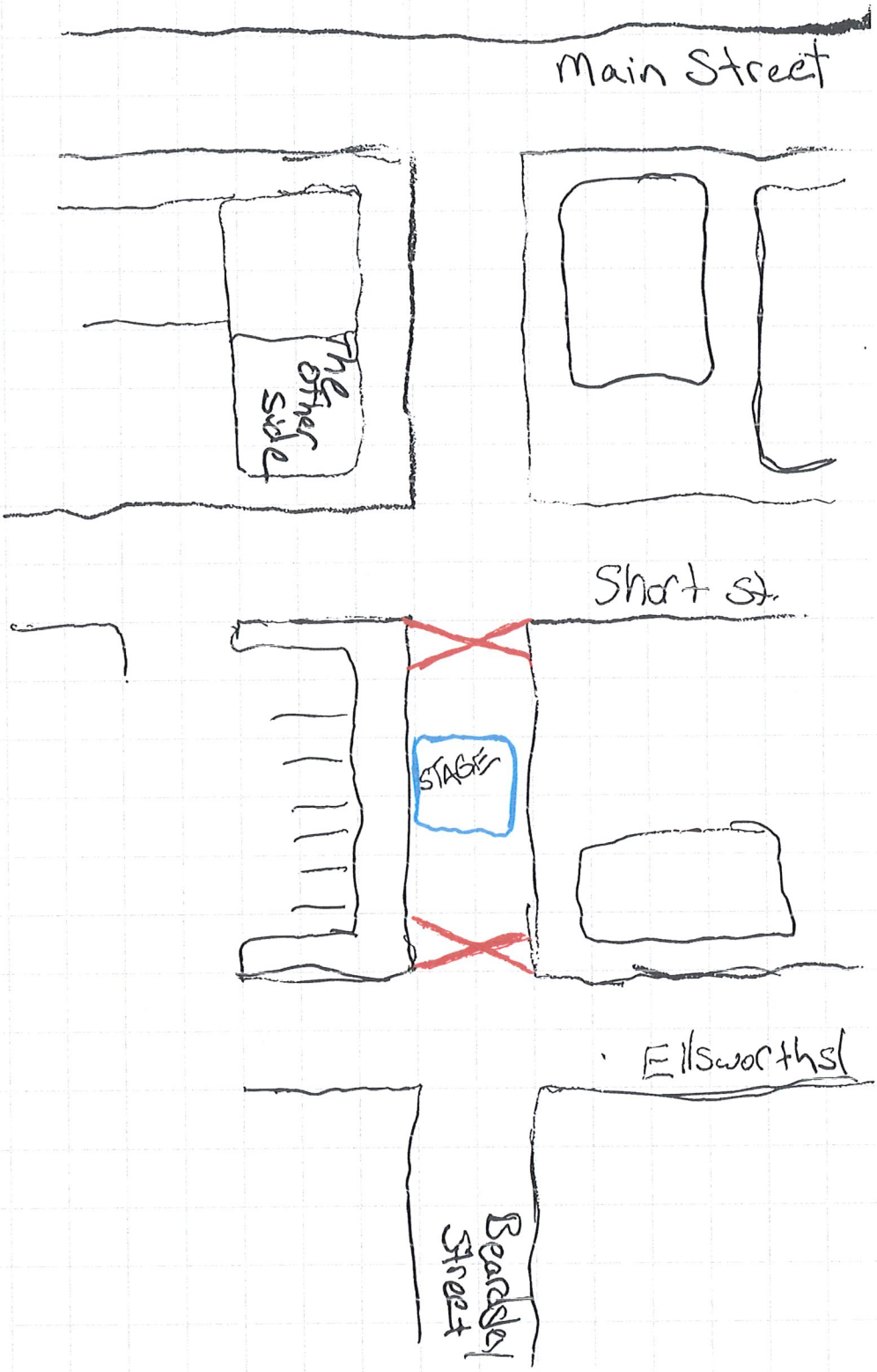
Ex. #2



Area to be blocked off For tenants of 125-129 Main St.

September 30th

Ex. 3



October 1st

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: City Code Amendment to Increase the Number of Class 18 Liquor Licenses – Applicant: Time Out Tap LLC, d/b/a Time Out Tap, located at 320 E. Prairie Street

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 18 liquor licenses from the currently permitted 1 license to 2 licenses, in order to allow for the issuance of a new Class 18 liquor license to Time Out Tap LLC, d/b/a Time Out Tap, located at 320 E. Prairie Street

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

Background:
Time Out Tap LLC, d/b/a Time Out Tap, located at 320 E. Prairie Street, has requested a Class 18 liquor license to sell and serve alcohol at the Time Out Tap, which will be located in the former Pro Shop at the Crystal Ice House. Alcohol would also be allowed to be consumed in the lobby area of the Ice House, but not inside the three rinks located at the facility. In addition, alcohol cannot be purchased from the Time Out Tap and brought outside and outside alcohol cannot be brought into the facility. A plan outlining the areas alcohol would be allowed (marked in red) is attached, as is a plan for the Time Out Tap bar area.

The petitioner is requesting the following hours for the liquor license, which correspond to when the Crystal Ice House operates:

- Monday – Friday: 3:00 p.m. to 1:00 a.m.
- Saturday and Sunday: 10:00 a.m. to 1:00 a.m.
- Tournament Weekends: 10:00 a.m. to 1:00 a.m.

It should be noted that Coaching Kids Inc. (the MAC Center) also has a Class 18 liquor license. The MAC Center hours for alcohol sale and consumption are as follows:

- Monday – Friday: 11:00 a.m. to 1:00 a.m.
- Saturday – 11:00 a.m. to 2:00 a.m.
- Sunday – 12:00 p.m. to 2:00 a.m.

There is a pizzeria/cantina with counter food service at the MAC Center, with tables and bleachers in between playing areas where alcohol is allowed to be consumed. Alcohol cannot be served or consumed outside.

Class 18 license which shall authorize the retail sale of alcoholic liquor for consumption on those portions of the premises of a sports facility approved by the Mayor and City Council as well as the retail sale of alcoholic liquor in the original package. The Mayor and City Council shall establish the closing for each portion of the sports facility for which a Class 18 license is issued. In taking into account the establishment of the closing hours, the Mayor and City Council will consider those times during which minors will be present in each portion of the sports facility covered by the Class 18 license. A Class A or Class B type restaurant may be located on the premises.

The annual fee for such license shall be the sum of $1,250.

Current Class 18 License Holders:

Name	Address	Zoning
Coaching Kids Inc.	1310 Ridgefield Road	"M-PUD"

There are no zoning issues with the request. The following conditions must be met prior to the license being issued:

- Payment of Prorated License Fee
- Certificate of Liquor Liability Insurance
- Surety Bond Payable to the City of Crystal Lake
- Certificate of Occupancy

The attached Ordinance approves an increase in the number of Class 18 liquor licenses in order to allow the creation the issuance of a new Class 18 liquor license to Time Out Tap LLC, d/b/a Time Out Tap, located at 320 E. Prairie 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 18 License shall be increased from 1 to 2.

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 1st day of August, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 1, 2023
APPROVED: August 1, 2023

Draft

RE: Time Out Tap
DT: July 17, 2023

Dear Mr. Mayor and Village Trustees,

We have submitted our liquor license application regarding a proposed bar, Time Out Tap, located in the Crystal Ice House, 320 E. Prairie Street. The Crystal Ice House is a 3-rink recreational skating facility that caters to figure skating, public skating and ice hockey from recreational youth hockey, high school hockey and men's league recreational hockey. Crystal Ice House is owned by Firewagon Hockey Inc., Firewagon Hockey Inc, also owns the Yellowjackets youth hockey club.

The Crystal Ice House is one of the last skating facilities in the area that does not have a bar. In 2022 Jerry's pro shop that had been renting the proposed retail bar space moved to a freestanding retail space on Randell Road due to the changing buying habits of the skating consumer. A roughly 900 sq. ft. retail space became available in the facility. The skating consumer is and has been looking for a full entertainment experience. We feel that the addition of a bar to the facility will help consumers have a better experience.

We are very sensitive to youth sports and the positive effect regarding development, confidence, and ties to the community. We feel the addition of the bar will provide a safe and controlled environment for adults to relax and socialize. The bar hours will be based on operating times of the Crystal Ice House.

Monday – Friday 3:00 pm to 1:00 am

Saturday-Sunday 10:00 am to 1:00 am

Tournament weekends Friday 10:00 am to 1:00 am

All local, state, and federal laws will be followed regarding the sale and consumption of alcoholic beverages. Alcohol consumption will be limited to the bar and attached ice rink lobby. Alcohol will not be allowed in the actual ice rinks or connected viewing bleachers. Time Out Tap will provide security that will monitor the areas where alcohol is being consumed.

Firewagon Hockey Inc.'s executive board has unanimously approved and supports adding a bar, ensuring a full entertainment experience.

Sincerely,

Bryan Bell, Chad Boyd
Co-owners

LL23-000015
Liquor License

Applicant Name	Bryan Carter Bell
Applicant Email	[redacted]
Applicant Address	24351 N. Woodland Avenue Cary IL 60013
Applicant Company Name	Time Out Tap, LLC
Applicant Company Address	320 E. Prairie Street Crystal Lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	[redacted]
Applicant Work Phone	
Application Type	New
License Classification	Class 18
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Time Out Tap, LLC
DBA	Time Out Tap
Phone Number	[redacted]
Contact Person Name	Bryan Carter Bell
Contact Person Email	[redacted]
Contact Person Address	24351 N. Woodland Avenue Cary IL 60013
Contact Person Company Name	Time Out Tap, LLC
Contact Person Company Address	320 E. Prairie Street Crystal Lake IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	
Manager Name	Bryan Carter Bell
Manager Email	[redacted]
Manager Address	24351 N. Woodland Avenue Cary IL 60013
Manager Company Name	Time Out Tap, LLC
Manager Company Address	320 E. Prairie Street Crystal Lake IL 60014
Manager Home Phone	
Manager Cell Phone	[redacted]
Manager Work Phone	
Manager Status	N/A
Citizenship	Yes

Officer Full Name and Title	Bryan Carter Bell
Home Address	24351 N. Woodland Avenue, Cary, IL 60013
Does this officer have a middle initial?	1
Date of Birth	03/17/1963
Phone Number	[redacted]
Email	
Officer Full Name and Title	Chandler Thomas Boyd
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	2104 Grove Lane, Cary, IL 60013
Date of Birth	04/08/1996
Phone Number	[redacted]
Email	[redacted]
Officer Full Name and Title	N/A
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	Crystal Lake Ice House
Address of Lessor	320 Prarie Street, Crystal Lake, IL 60014
Period Covered by Lease	3 years
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license	Yes

holders that hold a supplemental Class 28 Liquor License)	
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	08/31/2026
Is your Surety Bond Continuous?	No
Surety Bond Expiration	08/31/2026
Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: COMMERCIAL LEASE AGREEMENT - Time Out Tap, LLC.pdf
Background Request Letter: Criminal History Background Check - Chandler Boyd 18July2023.pdf

Background Request Letter: Criminal History Background Check 14July2023 BBell.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Time Out Tap - Letter to Mayor 17July2023.pdf
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: Time Out Tap - Letter to Mayor 17July2023.pdf
Upload Criminal History Background Check Click Here for form: Criminal History Background Check - BBell - 14July2023.jpg
Upload signed affidavit Click Here for form: Signature Affidavit - Time Out Tap officers.jpg
Surety Bond ($1000 payable to City of Crystal Lake): Time Out Tap - Letter to Mayor 17July2023.pdf

AFFIDAVIT

STATE OF Illinois)
) SS
COUNTY OF McHenry)

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

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

Please sign below:

Bryan C. Bell — President
Printed Full Name — Title

Bryan Bell — 15 July 2023
Applicant Signature — Date

Chandler T. Boyd — Secretary
Printed Full Name — Title

[signature] — 15 July 2023
Applicant Signature — Date

Subscribed and sworn to before me this

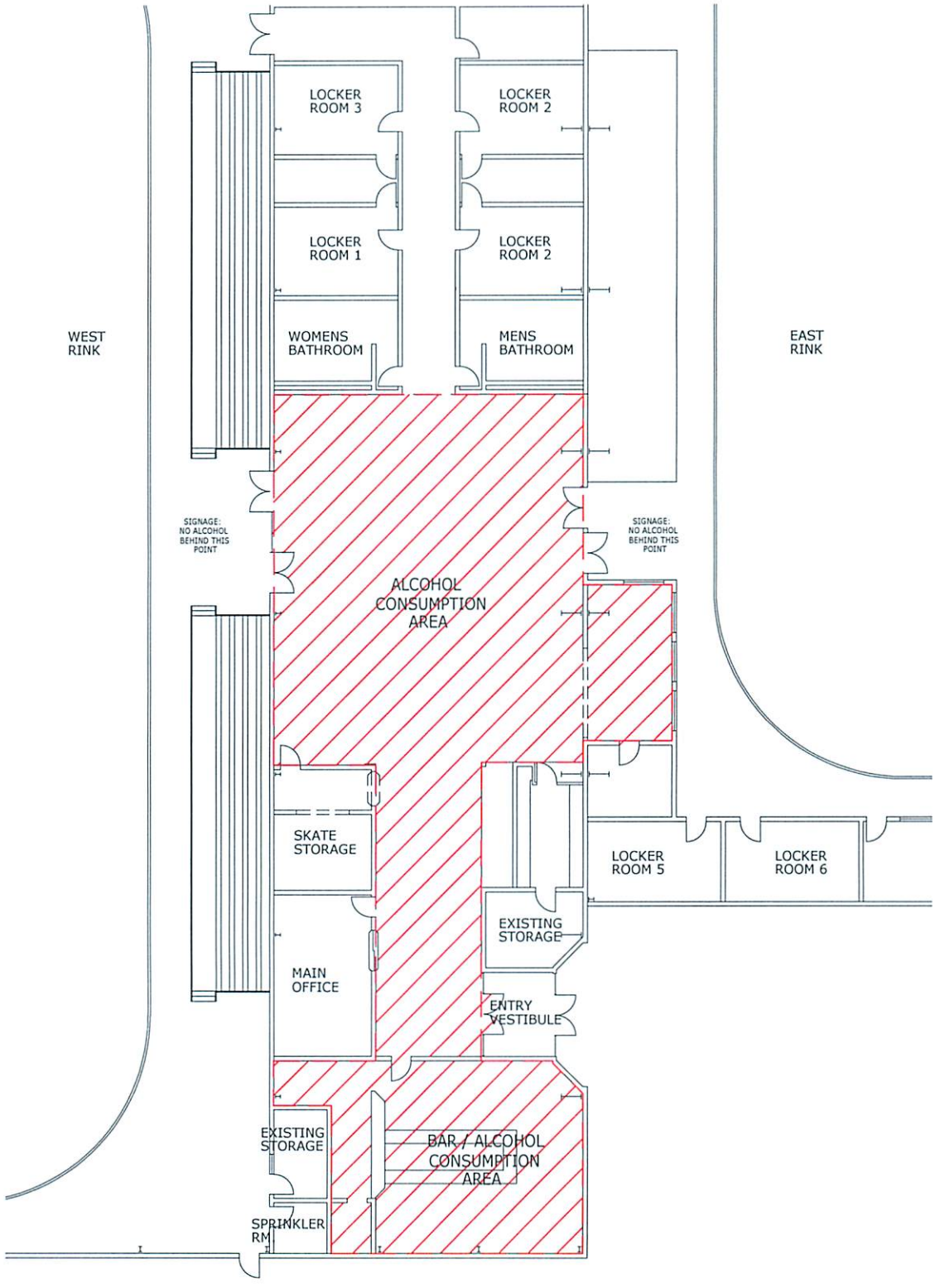
15 day of July, 2023.

[signature]
Notary Public

My commission expires: Sep. 14, 2025

(SEAL)

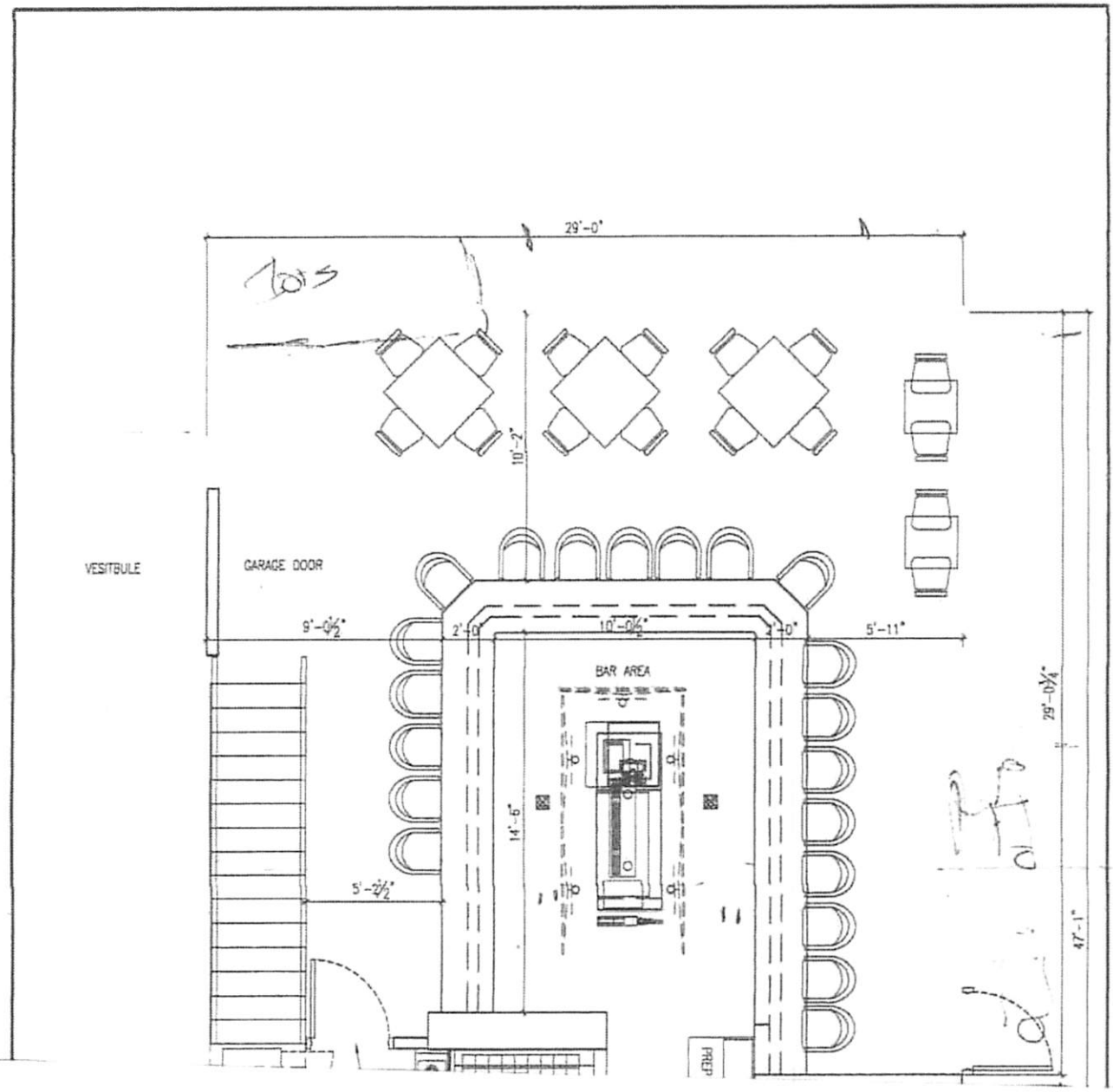
ITZEL PORTILLO
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 14, 2025



1 EXISTING FIRST FLOOR PLAN

SCALE: NOT TO SCALE

Sheet No.	Date:	Project No.	CRYSTAL LAKE ICE HOUSE	Architectural Consulting Group, Ltd.
A1	7.24.23		320 E. PRAIRIE STREET CRYSTAL LAKE, ILLINOIS	422 N. HOUGH STREET Barrington, IL 60010


29'-0"
10'-2"
VESITBULE
GARAGE DOOR
9'-0½"
2'-0"
10'-0½"
2'-0"
5'-11"
BAR AREA
14'-6"
5'-2½"
29'-0¼"
47'-1"
PREP

COMMERCIAL LEASE AGREEMENT

This LEASE (Lease) dated this 25th day of July, 2023 ("Effective Date") Between **Fire Wagon Holding, LLC D/B/A Crystal Ice House ("Crystal Ice House")**, an Illinois limited liability company with its principal offices located at 320 E. Prairie St. Crystal Lake Illinois, 60014 ("Landlord") and **Time Out Tap**, an Illinois liability company, with its principal offices located at 24351 N. Woodland, Cary, Illinois, 60014 ("Tenant")

Landlord warrants and represents that it owns that certain parcel of land located I the City of Crystal Lake, McHenry County more particularly described as Permanent Index No. 14-33-327-023.

In Consideration of the Landlord leasing a certain portion of the premises to the Tenant, the Tenant leasing that portion of the premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease ("Parties") agree as follows:

DEFIITIONS

1. When used in the Lease the following expressions will have the meanings indicated:
    a. "Additional rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
    b. "Building" means a certain portion of the leased buildings, improvements, equipment, fixtures, property and facilities from time to time located at 320 E. Prairies St. Crystal Lake Illinois 60014, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
    c. "Common Areas and Facilities" mean:
        i. Those portions of the Buildings areas, improvements, facilities, utilities, equipment and installation in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
        ii. those land areas, buildings improvements facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building; the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
    d. "Leasable Area" means with respect to any retable premises the area expressed in square feet of all floor space including space of mezzanines, if any determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors, and windows separating the rentable premises from he enclosed Common Area and Facilities, if any, and from the center line of all interior walls separating the rentable premises from the adjoining rentable premises. There will be no deduction or exclusion for any space occupied or used for columns, ducts or other structural elements;

conditions and other provisions of this Lease to be observed, performed and kept by Tenant and the Tenant persists in such default beyond the 30 days' notice.

14. Landlord may terminate this Lease without notice if the Tenant is operating the business in an illegal manner, without proper licenses or fails to carry adequate insurance naming Landlord as an additional insured.

RENT

15. Subject to the provisions of this Lease, the Tenant will pay a base rent of $1,200, payable per month, for the Premises ("Base Rent"), without setoff abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
16. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 320 E. Prairie St. Crystal Lake, Illinois 60014 or at such other place as the Landlord may later designate.
17. The Base Rent for the Premises will increase over the Term of the Lease as follows:
    a. Base Rent will increase each year on the anniversary date by the increase in the Consumer Price Index (CPI) from the prior year as published by the United States government Bureau of Labor Statistics. The index referenced is located at https://data.bls.gov/cgi-bin/surveymost. Series ID: CUURS23ASA0 Series Title: All items in Chicago-Naperville-Elgin IL-IN-WI, all urban consumers, not seasonally adjusted Area: Chicago-Naperville-Elgin IL-IN-WI
18. The Tenant will be charged an additional amount of $125.00 for ant late payment of Rent.
19. The Tenant will be given a grace period of five (5) days to pay Rent before past due payment fees are charged.
20. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.
21. In event Tenant obtains a video gaming license and is permitted to operate video gaming machines in the Lease space, Landlord will be entitled a portion of the revenue generated from all operating machines to be paid as additional rent.

USE AND OCCUPATION

22. The Tenant will open the whole of the Premises for the business to the public fully fixtured, stocked and staffed on the date of the commencement of the Term and throughout the Term and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
23. The Tenant will be required to be open a minimum of 70% of the business hours of the Crystal Ice House between the hours of 5:00 p.m. – 12:00 a.m., on weekdays and 10:00 a.m. until 1 hour after the last scheduled ice time on weekends and holidays. Tenant will be required to close its operation one (1) hour after the last scheduled ice reservation is completed. The Tenant will not be required to meet this requirement during the months of June and July. In the event there are no scheduled events during the required hours of operation, Tenant may request from Landlord this provision be waived for the day's effected.

24. During hockey tournaments and other special events, the Tenant will be required to open by 10:00 a.m. each day. and remain open until 1 hour after the last scheduled ice time. Tenant will also be required to provide adequate additional security during these types of events.
25. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such a manner as to comply with all statues, bylaws, rules, and regulations of any Federal, State, Municipal, or other competent authority and will not do anything on or in the Premises in contravention of any of them.
26. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried upon the Premises in such manner as to comply with any statute, including any subordinate legislation which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

QUIET ENJOYMENT

27. The Landlord covenants that on paying the rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

DISTRESS

28. If and when the Tenant is in default in payment of any money whether hereby expressly reserved or deemed as Rent or any part of Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenants goods, chattels, and equipment from the Premises and seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or suture statue of law limiting or eliminating the Landlord's right of distress.

OVERHOLDING

29. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then without any further written agreement, the Tenant will be a month to month tenant at a minimum month rent as defined in paragraph 11 and subject to all of the other provisions of this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year will not be created by implication of law.

ADDITIONAL RIGHT ON REENTRY

30. If the Landlord reenters the Premises or terminates this Lease, then:
    a. Notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of the Lease relating to the consequences or termination will survive;
    b. The Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential there upon;

c. The Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law without being taken or deemed to be guilty of any manner of trespass;
d. In the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the landlord may dispose of such property in its sole discretion and use such funds, if any, towards and indebtedness of the Tenant to the Landlord;
e. The Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
f. After reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use the in the business without compensating the Tenant;
g. After reentry, the Landlord may terminate the Lease on giving five (5) days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
h. The Tenant will pay to the Landlord on demand:
    i. All rent, Additional Rent, and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
    ii. Reasonable expenses as the Landlord incurs or had incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting and
    iii. As liquidated damages for the loss of rent and other income of the Landlord expected to be derived from the Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either;
        i. An amount determined by reducing to present worth at n assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the periods which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of which any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
        ii. An amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

RENEWAL OF LASE

31. The Lease will not be renewed except for the extension options provided to Tenant in paragraph 8. The Lease terminates at the end of the term.

TENANT IMPROVEMENTS

32. The Tenant will obtain written permission from the Landlord before doing any of the following:
    a. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
    b. Removing or adding walls, or performing any structural alterations;
    c. Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
    d. Subject to the Lease, placing, exposing, or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice, or sign for advertising or any other purpose;
    e. Affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
    f. Installing or affixing upon or near the Premises any plant, equipment, machinery, or apparatus without the Landlord's prior written consent.
33. Tenant will be allowed to place signage on is windows subject to Federal, State, and local rules and regulations. All signs must be approved in writing by Landlord prior to installation. Tenant has the right of first opportunity to place exterior signage on the Building, if the space becomes available. Exterior signage would be covered under a separate lease agreement.
34. Landlord will pay no more than $7,000.00 to have the Leased space electricity separately metered.

UTILITIES AND OTHER COSTS

35. The Landlord will be responsible for the payment of the following utilities and other charges in relation to the Premises: heat, waste disposal.
36. The Tenant will pay water, and sewer costs based upon the increased water and sewer usage. Landlord will calculate the amount due based upon the actual in-place water and sewer fees and rates of the City of Crystal Lake. The usage will be calculated by establishing a base usage amount based upon last year's usage for a given month. Once the base amount has been established for each month, Tenant will be billed for the usage over the base amount over the term of the lease. For example, if the base amount for each month is 1,000 gallons used and the actual usage is 2,000 gallons, then The Tenant will be billed for 1,000 gallons. The base amount will not change over the term of the lease.
37. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, telephone, internet, and cable.
38. The Tenant will also pay for any additional utility charges not covered by this section in relation to the rented Premises.

INSURANCE

39. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

40. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss for the benefit of the Landlord.
41. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood, and disaster.
42. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
43. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

ABANDONMENT

44. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord' right of reentry is exercised following abandonment of the premises by the Tenant then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

ATTORNEY FEES

45. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney fees.

GOVERNING LAW

46. It is the intention of the Parties to the Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

SEVERABILITY

47. If there is a conflict between any provisions of this Lease and the applicable legislation of the State of Illinois ("the "ACT"), the Act will prevail, and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

ASSIGNMENT AND SUBLETTING

48. The Tenant will not assign this Lease or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Lease.

BULK SALE

49. No bulk sale of goods and assets of the tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

ADDITIONAL PROVISIONS

50. A personal guarantee for rent to be received from one or more members of the Tenant in the amount equal to three months' rent to be redeemed in the event the Tenant defaults on the non-payment of rent.
51. In the event the tenant does not vacate the space upon expiration of its lease, the Landlord will charge Tenant holdover rent as defined in paragraph 11.
52. This lease is subject to Tenant obtaining all necessary permits for food and liquor in the event they are unable to obtain all necessary permits within 90 days after lease is executed, tenant has the option to cancel this lease and would not have any further financial obligation. In the event tenant has begun work on the leased space, Tenant will have to return space into its original condition unless landlord waives this provision.
53. In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building Landlord shall use reasonable diligence to restore the utility or service, however, any such interruption or malfunction, if restored within a reasonable time, shall not entitle Tenant to be relieved from any of its obligation under this Lease or grant Tenant the right of setoff or recoupment of rent, or be considered a breach by Landlord or entitle tenant to any damages. Should any of the equipment and machinery breakdown, or for any cause beyond the reasonable control of Landlord to function properly Landlord shall use reasonable efforts to repair the machinery or equipment promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned by or resulting from any such breakdown or cessation for the length of time reasonable required for repair.
54. Destruction of Premises. If at any time during the term of this Lease, the premises or any part of the Building or parcel shall be damaged or destroyed by fire in any way that does not render the business unfit for the conduct of Tenant's business or that does not injure Tenant's business, Landlord may at its option terminate this Lease or repair set area within thirty (30) days. Rent will abate pro rata during the term that leased area is unusable.
55. Eminent Domain. As used in this section the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of an any action or proceeding for condemnation by any such entity, and (c) the conveyance of any interest in the Premises by Landlord or Tenant to a public or quasi-public authority having the power of eminent domain with respect to the Premises as a result of the authorities expressed written intent to condemn.
56. In the event any part or interest in the Premises Building or parcel is condemned this Lease shall terminate at the option of either Landlord or Tenant as of the date title or actual possession vest to the condemning authority, whichever first occurs, and rent under this lease shall be payable only to that date. Landlord shall return to Tenant any rent paid for days not utilized.

57. Landlord shall give Tenant written notice promptly after receiving notice of any contemplated condemnation and Tenant shall have thirty (30) days after receipt of the notice to terminate this lease, provided that contemplated condemnation will render the premises unfit for use by Tenant in the ordinary conduct of its business or will in Tenant's opinion injured Tenants business.

MAINTENANCE

58. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
59. The Tenant will be responsible at its own expense for replacing all electric light bulbs, tubes, ballast, or fixtures serving the Premises.
60. The Tenant will also perform the following maintenance in respect to the Premises: Tenant responsible for all maintenance costs associated with the space rented.

CARE AND USE OF PREMISES

61. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
62. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
63. The Tenant will not engage in any illegal trade or activity on or about the premises.
64. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing, and safety as required by Federal, State and local laws.

SURRENDER OF PREMISES

65. At the expiration of the lease term, the Tenant will quit and surrender the premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements accepted.

HAZARDOUS MATERIALS

66. The Tenant will not keep or have on the premises any article or thing of a dangerous flammable or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous by any responsible insurance company.

RULES AND REGULATIONS

67. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

GENERAL PROVISIONS

68. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's right under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's right in respect of any subsequent default or breach.

69. This Lease will extend to and be binding upon inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
70. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
71. When there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities to this Lease.
72. Time is of the essence in this Lease.
73. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

SIGNATURE PAGE TO COMMERICAL LEASE AGREEENT

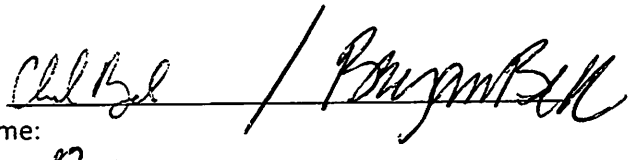
Landlord and tenant have executed this lease to be effective as of the Effective Date.

LANDLORD:

Fire Wagon Holding, LLC D/B/A Crystal Ice House
an Illinois limited liability company

By: 
Name: David Lichterman
Title: General Manager/ Controller

TENANT
Time Out Tap
an Illinois limited liability company

By: 
Name:
Title: Owners

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: Ordinance to allow outdoor seating in the public sidewalk in front of 93 Grant Street

City Council Discretion:
1. No action; or
2. Motion to adopt an Ordinance to allow for outdoor seating in front of 93 Grant Street subject to the recommended conditions of approval.

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

Background:

Permanent outdoor seating on private and public property is permitted with a Limited Use Permit per the Unified Development Ordinance. Staff has the authority to approve outdoor seating on private property, however, only the City Council may approve outdoor seating on public property. Following the pandemic, dining options for the City's restaurants have continued to evolve. A number of restaurants throughout Downtown Crystal Lake have been approved and added outdoor seating on public property including: Grounds Coffee Bar, Carlos Pancake House, Café Olympic, Aroma Café, Jude's and Cantina 52.

Analysis:

- Taqueria Las Cumbres is requesting the following:
  - 2 – Two-person tables near the entrance on private property
  - 2 tables with umbrellas near the entrance on private property
  - 4 – Two-person tables in the public sidewalk
- The site plan includes a 36" clearance between the property line and the 4 – Two-person tables, and 60" between those same tables and the on-street parking spots.
- Taqueria Las Cumbres previously had outdoor seating on private property during the pandemic; however, they are seeking to expand the seating area onto public property.
- The hours of operation are Sunday – Thursday from 10am – 9pm, and Friday and Saturday from 10am – 10pm.

Recommended Conditions of Approval:

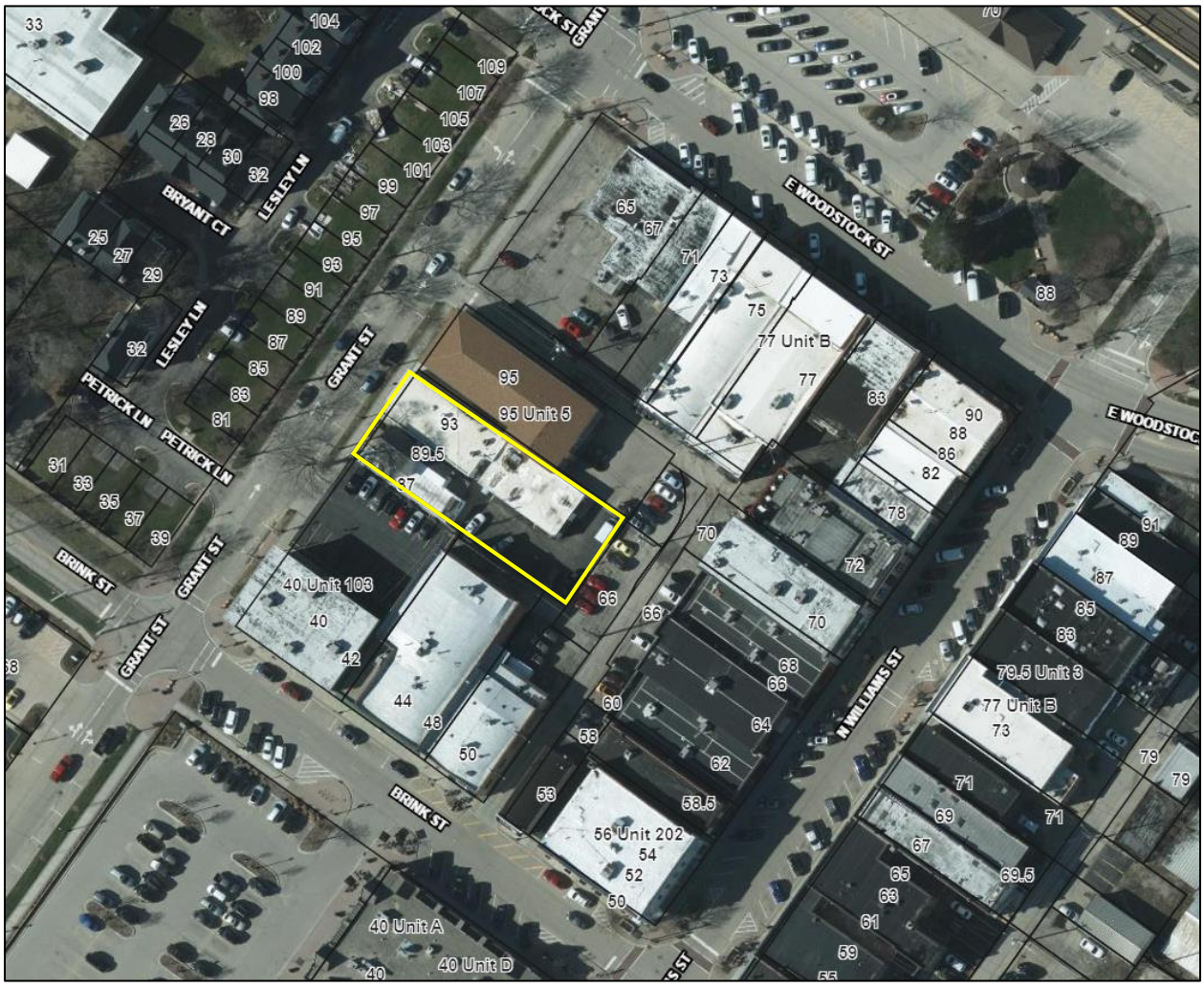
A motion to approve the use of the City sidewalk in front of 93 Grant Street should include the following conditions of approval:

1. Approved plans, reflecting staff recommendations, as approved by the City Council:
    a. Application
    b. Site Plan illustrating the use of the public sidewalk, attached hereto as Exhibit A.
2. A clear pathway of 36" must be maintained to allow use of the public sidewalk between the sidewalk seating area and the edge of sidewalk.
3. Lighting. Adequate lighting shall be provided for night hours.
4. Debris. The food service use owner/operator is responsible for maintaining the sidewalk seating in a clean, neat, orderly, and safe condition. All debris and litter must be removed daily. Private trash containers in the sidewalk seating area are prohibited. Public sidewalk trash containers cannot be used by restaurant staff as a means of disposing of table waste generated by restaurant patrons.
5. Music: No amplified music shall be permitted in the outdoor seating area, unless approved in connection with a Special Event permit.
6. The City reserves the right to withdraw the authority to utilize the public parking spaces at any time, with or without cause, upon a motion having been made, seconded and approved by the City Council.
7. The owner of Taqueria Las Cumbres must execute an agreement to indemnify and defend the City of Crystal Lake, and its elected and appointed officials and employees from and against any claims for personal injury or property damage, arising out of or in any manner connected with the use of the public parking spaces authorized by this Ordinance, in such form as may be approved by the City Attorney.
8. The owner must provide the City with a certificate of insurance, naming the City as an additional insurer, updated annually.

Votes Required to Pass:

Simple majority vote.

PIQ Map
93 Grant Street



City of Crystal Lake
Community Development Department

100 W. Woodstock Street
Crystal Lake, IL 60014

Phone#: (815) 356-3605
Fax #: (815) 479-1647
www.crystallake.org

LIMITED USE PERMIT

Business/Owner Name: Taqueria Las Cumbres
Phone Number: [redacted]
Business/Property Address: 93 Grant St.
Limited Use requested for: Taqueria Las Cumbres
Describe the project, including the general purpose of the proposed uses(s) and/or structures: 7 tables for outdoor seating, using City Sidewalk in front of Restaurant.

Is this an expansion of an existing operation? NO
If *Yes*, please indicate if any prior Limited or Special Use Permits were granted by the City.

What are the proposed hours of operation? Mon-Sunday; Sun-Thurs 10am-9pm
Fri-Sat 10am-10pm
Provide your best estimate on the average number of daily customers: (if applicable)
Please refer to the limited use criteria for your proposed use in Article 2, Land Uses of the Unified Development Ordinance (Ask staff for a copy of the criteria or check the City's code at https://ecode360.com/29066033).
Does your project meet all the review criteria for the specific use?

If not, please list and describe the variations that are being sought for this project. Please note that a Special Use Permit and/or variations may be necessary prior to approval of this project.

Signature-Business/Property owner or agent person responsible for the above requirements.

Gracia Maria Guadalupe Juarez — Printed Name – Business/Property owner or agent

6/21/23 — Date

RECEIVED
JUN 21 2023
By 2:15pm

Email – Business owner or agent:

OFFICE USE ONLY:

Approved: Denied: Permit #:
Comments:

Plan Reviewer: Date:

CITY OF CRYSTAL LAKE ILLINOIS

Limited Use Permit Checklist – Outdoor Seating on Private Property

UDO section 2-400(C)(19)(b)

Address: 93 Grant St (Taqueria Las Cumbres) **Unit:** _____

Permit #: PLN-2023-00099 **Contact:** _____

Description	Complies Y / N	Comments
Outdoor seating areas must be adjacent to and provide direct access to and from the tenant space within the principal structure which the outside seating area serves.	**Y**	
Outdoor seating areas must be located 20 feet from the rear property line if adjacent to residentially zoned properties.	**Y**	
Outdoor seating areas shall not be located in the parking lot landscape islands.	**Y**	
The use of the additional area for outdoor seating will not decrease available parking below that required by the UDO for the food service use.	**Y**	
If outdoor seating areas are within six feet from driveways, drive aisles and alleys and within 10 feet from intersections, a sturdy and highly visible barrier shall be provided to protect the seating area.	**Y**	
A minimum of three (3) feet of clear pedestrian passage, free of barriers and street trees, bike racks, lamp posts, sign posts, and any other fixtures or obstructions is required between the seating area and the edge of the sidewalk.	**Y**	

Reviewer: Katie Rivard Date: 07/26/2023

Approved	**Not Approved**
Y	

CITY OF CRYSTAL LAKE ILLINOIS

Limited Use Permit Checklist – Outdoor Seating on Public Sidewalks

UDO section 2-400(C)(19)(a)

Address: 93 Grant St. (Taqueria Las Cumbres) **Unit:** _____

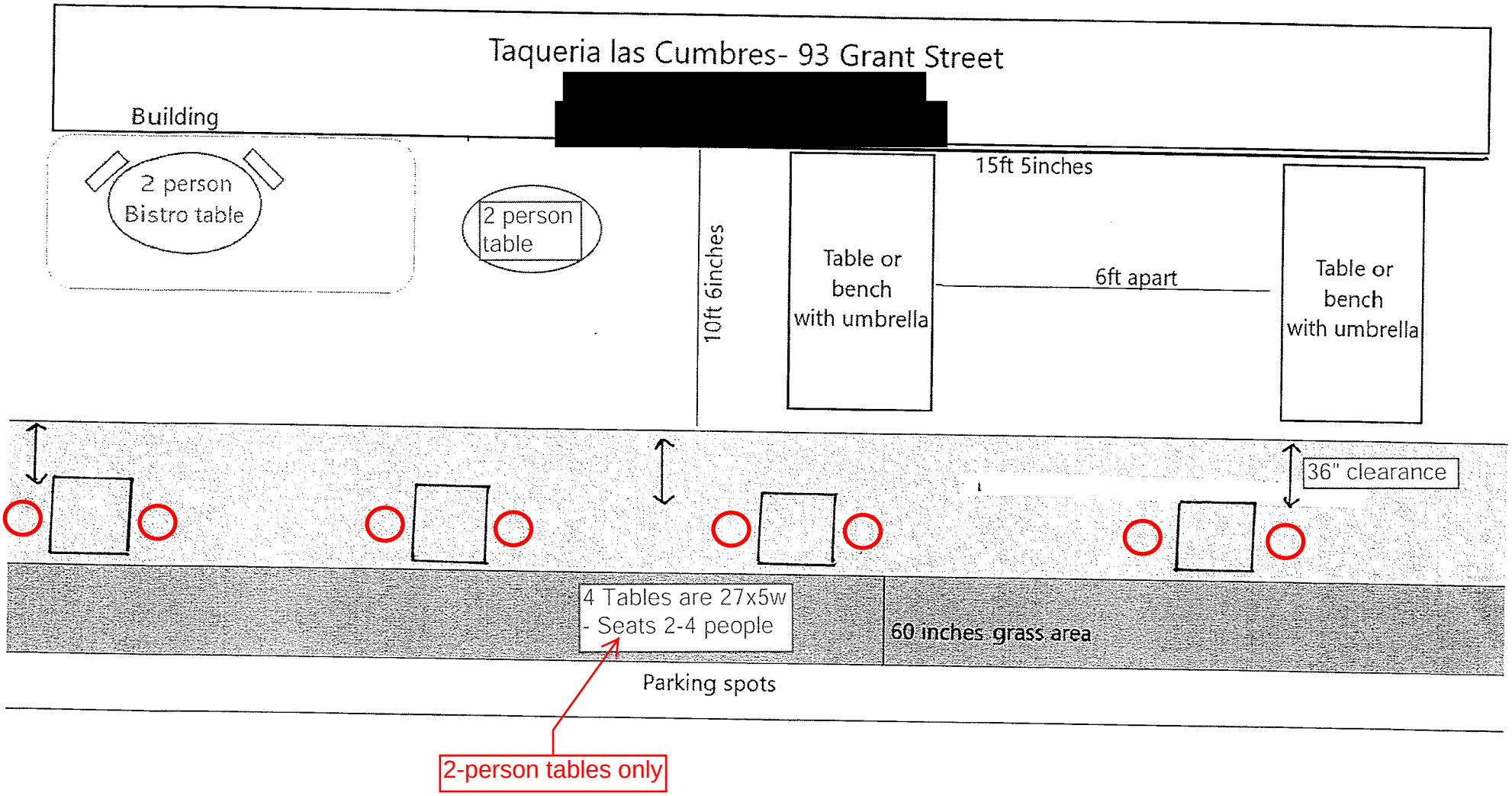
Permit #: PLN-2023-00140 **Contact:** _____

Description	Complies Y / N	Comments
City Council approval is required in accordance with plans submitted to the City.		
The sidewalk seating area must be located adjacent to the primary restaurant and must not extend beyond the frontage of the restaurant.	**Y**	
The operation of the sidewalk seating area shall be conducted in such a way as to not interfere with the circulation of pedestrian or vehicular traffic on the adjoining streets or sidewalks. There shall be a minimum of three feet of clear pedestrian passage provided between the seating area and the edge of the pavement.	**Y**	
All kitchen equipment and refuse containers used to service the sidewalk seating shall be located inside the primary food service use.	**Y**	
The food service use owner/operator shall be responsible for maintaining the sidewalk seating in a clean, neat, orderly and safe condition. All debris and litter shall be removed daily. Private trash containers in the sidewalk seating area are prohibited. Public sidewalk trash containers shall not be used by restaurant staff as a means of disposing of table waste generated by restaurant consumers.	**Y**	
The applicant shall be required to provide the City with a certificate of insurance, naming the City as an additional insured, in the amount to be specified by the City.	**Y**	
A standard hold harmless agreement between the applicant and the City will be required.	**Y**	

Reviewer: _____ Date: _____

Approved ☐ **Not Approved** ☐

EXHIBIT A


Taqueria las Cumbres- 93 Grant Street
Building
2 person
Bistro table
2 person
table
10ft 6inches
Table or
bench
with umbrella
15ft 5inches
6ft apart
Table or
bench
with umbrella
36" clearance
4 Tables are 27x5w
- Seats 2-4 people
60 inches grass area
Parking spots
2-person tables only

USE OF PROPERTY
AND HOLD HARMLESS AGREEMENT

Whereas, the Taqueria las Cumbres (name of "Organization") desires to use the City's property located at 93 Grant St ("the Premises") for a Outdoor seating ("Event").

Whereas, the City agrees to allow the Organization to use the Premises for the Event in consideration of the Organization agreeing to assume all risk and liability pertaining to the Event.

Now therefore, the Organization agrees as follows:

To the fullest extent permitted by law, the Organization hereby indemnifies, defends, and holds harmless the City and it officials, employees, agents and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Event or connected with an act or omission of the Organization, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Organization, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Event, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.

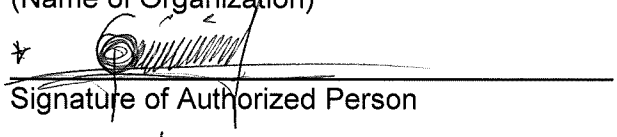
Nothing set forth in this Agreement shall be deemed a waiver by the City of any defenses or immunities that are or would be otherwise available to the City or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the owner.

Agreed this 21st day of June, 2023.

Taqueria las Cumbres
(Name of Organization)


Signature of Authorized Person

ceo/owner
Title

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: City Code Amendment to Decreasing the Number of Class 4 Liquor Licenses and Increase the Number of Class 9 Liquor Licenses – Applicant: Taqueria Las Cumbres, Inc., d/b/a Taqueria Las Cumbres, located at 93 Grant Street

Staff Recommendation: Motion to adopt an Ordinance decreasing the number of Class 4 liquor licenses from 2 to 1 and increasing the number of Class 9 liquor licenses from the currently permitted 7 licenses to 8 licenses, in order to allow for the issuance of a new Class 9 liquor license to Taqueria Las Cumbres, Inc., d/b/a Taqueria Las Cumbres, located at 93 Grant Street

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

Background:
Taqueria Las Cumbres, Inc., d/b/a Taqueria Las Cumbres, located at 93 Grant Street, which currently holds a Class 4 liquor license, has requested a new Class 9 liquor license to allow for the sale and consumption of alcoholic liquor on the premises, both the interior of the building and an open unroofed area immediately contiguous to the building or structure. A Class 4 license does not allow for outside sale and consumption of alcohol.

The petitioner will surrender the Class 4 license, should a Class 9 be approved.

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

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

Current Class 9 License Holders:

Name	Address	Zoning
Buffalo Wild Wings Grill & Bar	5755 Northwest Highway	"B-2"
Labemi's Tavern	109 N. Main Street	"B-4"
Fire Bar and Grill	435 Angela Lane	"B-2"
Jalsa Restaurant & Bar	1295 Randall Road, Unit 112	"B-2 PUD"
Chingon BBQ	540 E. Terra Cotta Avenue, Units J, K, and L	"B-2 PUD"
Pho Royal	230 W. Virginia Street, Unit 830	"B-2 PUD"
Rookies	72 N. Williams Street	"B-4"

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

- Payment of license fee
- Surrender of Class 4 liquor license
- Issuance of Limited Use Permit

The attached Ordinance approves a reduction in the number of Class 4 liquor licenses from 2 to 1, and increases the number of Class 9 liquor licenses from the currently permitted 7 licenses to 8 licenses, in

order to allow for the issuance of a new Class 9 liquor license to Taqueria Las Cumbres, Inc., d/b/a Taqueria Las Cumbres, located at 93 Grant 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:

The number of Class 4 Liquor Licenses shall be reduced from 2 to 1; and

the number of Class 9 Liquor Licenses shall be increased from 7 to 8.

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 1st day of August 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 1, 2023
APPROVED: Augtust 1, 2023

LL23-000014
Liquor License

Applicant Name	Gracia Juarez
Applicant Email	[redacted]
Applicant Address	6517 Highline Road, crystal Lake, IL 60012
Applicant Company Name	Taqueria Las Cumbres Inc
Applicant Company Address	93 Grant Street Crystal Lake IL 60014
Applicant Home Phone	[redacted]
Applicant Cell Phone	
Applicant Work Phone	(815) 455-8200
Application Type	New
License Classification	Class 09
Do you have a Class 28 Supplemental Liquor License	Yes
Have you applied for a Crystal Lake Video Gaming License?	Yes
Have you held a Crystal Lake Liquor License for at least 12 months?	Yes
License #	LL19-000063
Do you have a license from the Illinois Gaming Board to operate video gaming terminals?	Yes
License #	VG23-000002
Does your establishment have a separate bar for the purchase of alcohol?	No
Will all video gaming terminals be located in an area restricted to individuals 21 years of age or older?	Yes
Will the video game terminals be screened from view from individuals less than 21 years of age?	Yes
Legal Name	TAQUERIA LAS CUMBRES
DBA	n/a
Phone Number	[redacted]
Contact Person Name	Gracia Juarez
Contact Person Email	[redacted]

Contact Person Address	6517 Highline Road, crystal Lake, IL 60012
Contact Person Company Name	Taqueria Las Cumbres Inc
Contact Person Company Address	93 Grant Street Crystal Lake IL 60014
Contact Person Home Phone	[redacted]
Contact Person Cell Phone	
Contact Person Work Phone	(815) 455-8200
Manager Name	Gracia Juarez
Manager Email	[redacted]
Manager Address	6517 Highline Road, crystal Lake, IL 60012
Manager Company Name	Taqueria Las Cumbres Inc
Manager Company Address	93 Grant Street Crystal Lake IL 60014
Manager Home Phone	[redacted]
Manager Cell Phone	
Manager Work Phone	(815) 455-8200
Manager Status	Current Manager
Citizenship	No
Officer Full Name and Title	GRACIA MARIA GUADALUPE JUAREZ
Home Address	6517 HIGH LINE RD
Does this officer have a middle initial?	1
Date of Birth	06/09/1969
Phone Number	[redacted]
Email	
Officer Full Name and Title	Gracia Maria Guadalupe Juarez
Citizenship	No
Does this officer have a middle initial?	1
Home Address	6517 High Line Rd
Date of Birth	06/09/1969
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?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1

Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in Crystal Lake
Liquor Liability Insurance Expiration	02/25/2024
Is your Surety Bond Continuous?	No
Surety Bond Expiration	07/11/2024
Check this box to confirm above statement	1
Payment Type	Full Amount

If not a Citizen, please submit Proof of legal US Residency: image.jpg
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: E78CC5B1-0F9F-4F88-B9D0-0A9CAF4A334D.png
Owner / Registered Agent Signature: signature.png
Proof of Liquor Liability Insurance: Crystal Lake COI.pdf
Surety Bond ($1000 payable to City of Crystal Lake): Bond - Crystal Lake 23-24.pdf
Upload signed affidavit Click Here for form: Affidavit.pdf

AFFIDAVIT

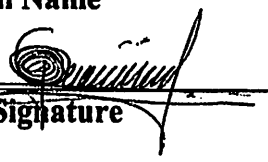
STATE OF IL)
) **SS**
COUNTY OF McHenry)

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:

Gracia Maria Guadalupe Juarez — owner/CEO
Printed Full Name — Title



Applicant Signature — 07/5/2023 — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

5th day of July, 2023.

Notary Public

My commission expires: October 26, 2026

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

(SEAL)

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2023

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: Matt Sherry	
Synergy Group Insurance, LLC 8416 Autumn Rd. Woodridge, IL 60517	PHONE (A/C, No, Ext): 630-282-6951	FAX (A/C, No): 630-597-4300
	E-MAIL ADDRESS: matt@insurewithsynergy.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: SPRISKA	
INSURED Taqueria Las Cumbres, Inc 93 Grant St. Crystal Lake, IL 60014	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			10-2020-901	02/25/2023	02/25/2024	Coverage Limit	$1,000,000 Occ $1,000,000 Agg

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <JK>

Jeff Kammer

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Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 66317083 briefly described as LIQUOR CITY OF CRYSTAL LAKE

for TAQUERIA LAS CUMBRES, as Principal, in the sum of $ ONE THOUSAND AND NO/100 Dollars, for the term beginning July 11, 2023, and ending July 11, 2024, subject to all the covenants and conditions of the original bond referred to above.

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

Dated this 23rd day of June, 2023.

WESTERN SURETY COMPANY

By _____
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SIOUX FALLS SOUTH DAKOTA

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

Form 90-A-8-2012

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

Paul T. Bruflat of Sioux Falls,

State of South Dakota, its regularly elected Vice President,

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

One LIQUOR CITY OF CRYSTAL LAKE

bond with bond number 66317083

for TAQUERIA LAS CUMBRES

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 23rd day of June, 2023.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 23rd day of June, 2023, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

M. BENT NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

M. Bent

Notary Public

My Commission Expires March 2, 2026

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

Form F1975-11-2022

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Variation to allow an addition to an existing detached accessory structure, a garage, with dormers exceeding the maximum 20% allowed per side to allow 70%, a variation of 13 feet in length

Todd Greenwald and Tara Rand, petitioners
795 Oak Court

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the variation for 795 Oak Court.

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

Background:

- The current property is a nonconforming lot with an existing single-family home. Previous variations have been granted for this property.
    - 1985, variation from the front yard setback to allow 30 feet and allow stairs to encroach 5.5 feet into the setback to allow the enlargement of a non-conforming structure. (previous owner)
    - 1988, variation from the minimum lot width to allow 40 feet and from the combined side yard setbacks to allow 12 feet. There was a condition that any new construction on this lot will conform to the building setback requirements. (previous owner for a new home and garage)
    - 2021, variation to allow a six-foot high fence 35.84 feet into the street side setback and 17.84 feet into the front yard (lake side) setback. (current owner)
- The house contains an existing detached garage located along Oak Court. The proposal is to add two dormers on each side increasing the inside space above the first floor.
- Dormers are limited to 20% per side so that the space above the first floor does not act like a second floor.
- The increased volume does not increase the overall measured height, which is 15 feet and meets the ordinance requirement.

PZC Highlights:

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

- The PZC noted the concern that this structure could be used for lodging purposes, which is why a condition of approval is included.
- The PZC found that the petition did met the Findings of Facts due to the narrowness of the lot.

The Planning and Zoning Commission recommended **approval (5-0)** of the petitioner's request with the following recommended conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Greenwald, received 06/15/23)
   B. Elevation Plans (Greenwald undated, received 06/15/23)

2. The petitioner shall record a Rider on the property that the garage shall not be used for residential purposes.

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

Votes Required to Pass: A simple majority vote.

PIQ Map
795 Oak Court



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING SIMPLIFIED RESIDENTIAL VARIATIONS TO ALLOW DORMERS ON A DETACHED ACCESSORY STRUCTURE, A GARAGE TO EXCEED THE MAXIMUM 20% LENGTH PER SIDE AT 795 OAK COURT

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-132) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested Variation to allow an addition to an existing detached accessory structure, a garage, with dormers exceeding the maximum 20% allowed per side to allow 70%, a variation of 13 feet in length at 795 Oak Court; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on June 30, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on July 19, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed variations; and

WHEREAS, on July 19, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variation be approved, as documented in the minutes, and

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

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

Section I: That Variation to allow an addition to an existing detached accessory structure, a garage, with dormers exceeding the maximum 20% allowed per side to allow 70%, a variation of 13 feet in length at 795 Oak Court (19-06-176-018), Crystal Lake, Illinois is hereby approved.

Section II: Said Variation is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:

A. Application (Greenwald, received 06/15/23)
B. Elevation Plans (Greenwald undated, received 06/15/23)

Draft

2. The petitioner shall record a Rider on the property that the garage shall not be used for residential purposes.

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

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

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 1st day of August, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: August 1, 2023
Approved: August 1, 2023

Draft

#2023-132
795 Oak Court – Variation
Project Review for Planning and Zoning Commission

Meeting Date: July 19, 2023

Request: Variations to allow an addition to an existing detached accessory structure, a garage, with dormers exceeding the maximum 20% allowed per side to allow 70%, a variation of 13 feet in length.

Location: 795 Oak Court

Acreage: Approximately 5,800 square feet

Existing Zoning: R-2 Single Family

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

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The property is an existing single-family residential lot in Crystal Lake.
- The house contains an existing detached garage located along Oak Court. The proposal is to add two dormers on each side increasing the inside space above the first floor.
- A variation for a similar request was approved at 775 Oak Court in September.

Development Analysis:

General

- Request: To install two dormers, each with a length of 18 feet, on either side of the existing garage. A single dormer is limited to 20% per side, which would limit the dormer to 5.2 feet. This is a variation of almost 13 feet in length.
- Zoning: The site is zoned R-2 Single Family and used as a single-family home.
- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use - Residential

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

Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting a variation from Article 4-600 from the maximum dormer length of 5.2 feet (20% of the length of the side of the structure) to allow a dormer length of 18 feet, a variation of almost 13 feet on the east and west elevations, which is 70% the length of the structure.

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

Standards

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

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Greenwald, received 06/15/23)
   B. Elevation Plans (Greenwald undated, received 06/15/23)

2. The petitioner shall record a Rider on the property that the garage shall not be used for residential purposes.

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

Application for Simplified Residential Variation

Application Number: _____ **FOR OFFICE USE ONLY**

Project Name: _____

Date of Submission: _____

I. Applicant

Todd Greenwald & Tara Rand

Name

795 Oak Court

Street

Crystal Lake | IL | 60014

City | State | Zip Code

[redacted] | [redacted]

Telephone Number | Fax Number | E-mail address

II. Owner of Property (if different)

_____

Name

_____

Address | Telephone Number

III. Project Data

1. a. Location/Address: 795 Oak Court. Crystal Lake IL 60014

   b. PIN #: 19-06-176-018

2. Description of proposal/Reason for request (including how the standards for variation are met, any unique circumstance of the property, or particular hardship):

   DESCRIBE THE UNIQUE CIRCUMSTANCES OF THE PROPERTY: Hardships stem from the unique cottage lot sizes and limited storage in our home. It elevates the character of the neighborhood where the longer dormer improves the aesthetics by making it more appealing than just a roofline. Oak court has multiple similar garage structures making it consistent with the neighborhood. A similar garage was just constructed in 2022.

   IS THE HARDSHIP SELF-CREATED?

   No

ARE THE CONDITIONS APPLICABLE TO OTHER PROPERTIES IN THE SAME ZONING CLASSIFICATION?

Yes

WILL THE VARIATION ALTER THE ESSENTIAL CHARACTER OF THE LOCALITY?

No

WILL THE VARIATION, IF GRANTED BE DETRIMENTAL TO PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY?

No

WILL THE VARIATION AS PROPOSED IMPAIR ADEQUATE SUPPLY OF LIGHT OR AIR TO ADJACENT PROPERTY; DIMINISH PROPERTY VALUE; INCREASE CONGESTION IN PUBLIC STREETS; SUSBTANTIALLY INCREASE THE DANGER OF FIRE; OT ENDANGER PUBLIC SAFETY?

No

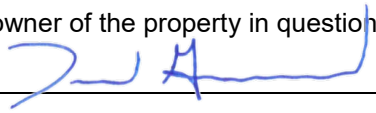
3. List any previous variations that are approved for this property:

Fence - 2022

IV. Signatures

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

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



Todd Greenwald 06/14/2023

OWNER: Print and Sign name Date

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

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

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

Owner Information

Name: Todd Greenwald & Tara Rand

Address: 795 Oak Court

Crystal Lake, Il 60014

Phone: [redacted]

E-mail [redacted]

Project Name & Description: Garage Expansion

Addition of Second floor and dormers to existing garage.

Project Address/Location: 795 Oak Ct, Crystal Lake, Il 60014

Signature

Todd Greenwald — June 13, 2023

Owner: Print and Sign name — Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JULY 19, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:03 p.m.

CALL TO ORDER

On roll call, members, Greenman, Gronow, Skluzacek, Teetsov and Repholz were present.

Kathryn Cowlin, Director of Community Development, Elizabeth Maxwell, City Planner, Katie Rivard, Assistant City Planner and Abby Wilgreen, City Engineer, were present from Staff.

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

2023-132 – 795 OAK COURT – SIMPLIFIED RESIDENTIAL VARIATION

Simplified Residential Variation to allow dormers in a detached accessory structure, a garage, to exceed the maximum 20% length and allow 70%.

Todd Greenwald and Tara Rand, owners, and Dan Wilson, contractor were present to represent the petitioner. Mr. Greenwald explained they are expanding the garage with dormers longer than permitted. They need the extra room as they do not have a basement, only a crawl space. They will use the upstairs for storage and a private office for podcasting, as well as working out.

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

Ms. Teetsov asked if there would be heat or plumbing. The petitioner stated no. She noted the garage door is not centered and asked if they would move it. The petitioner stated they were not rebuilding the lower walls.

Mr. Gronow asked if the height of the garage is increasing. Staff said the height is measured at the mean point between the peak and eave and it was still at 15 feet, which meets the requirements. The contractor noted that the roof would be removed and rebuilt with the new dormer structure.

Mr. Repholz said with the rules changing about short-term rentals they want to make sure they are not renting this out. She wanted to know what the hardship was. The petitioner noted the narrow lot and the small house with no basement for storage.

The petitioner asked about the Rider. Staff stated that it was to prevent overnight lodging. The petitioner stated what they intend to use the space for and there would not be a bedroom and bathroom.

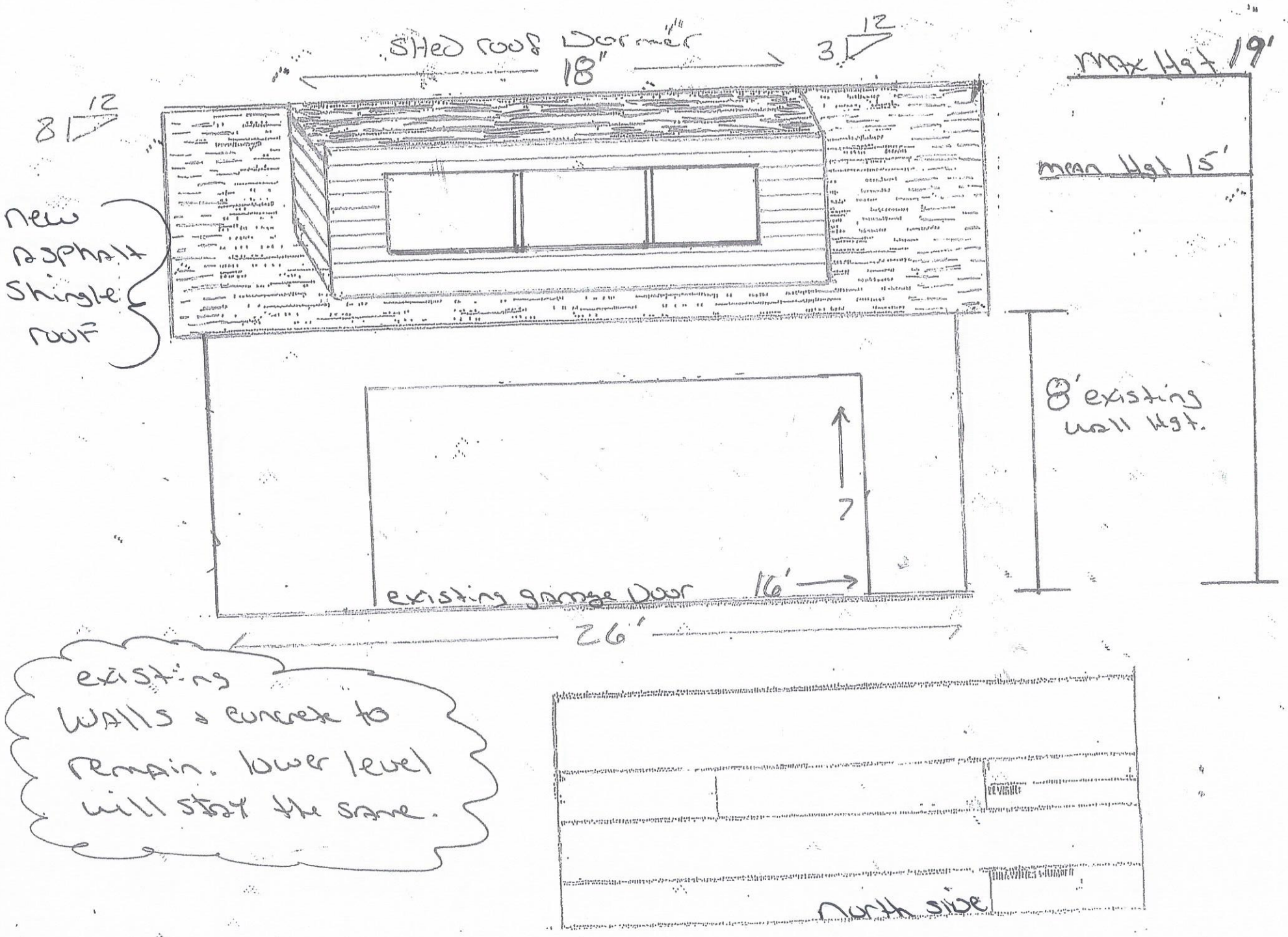
Mr. Greenman said he found they met the findings of fact.

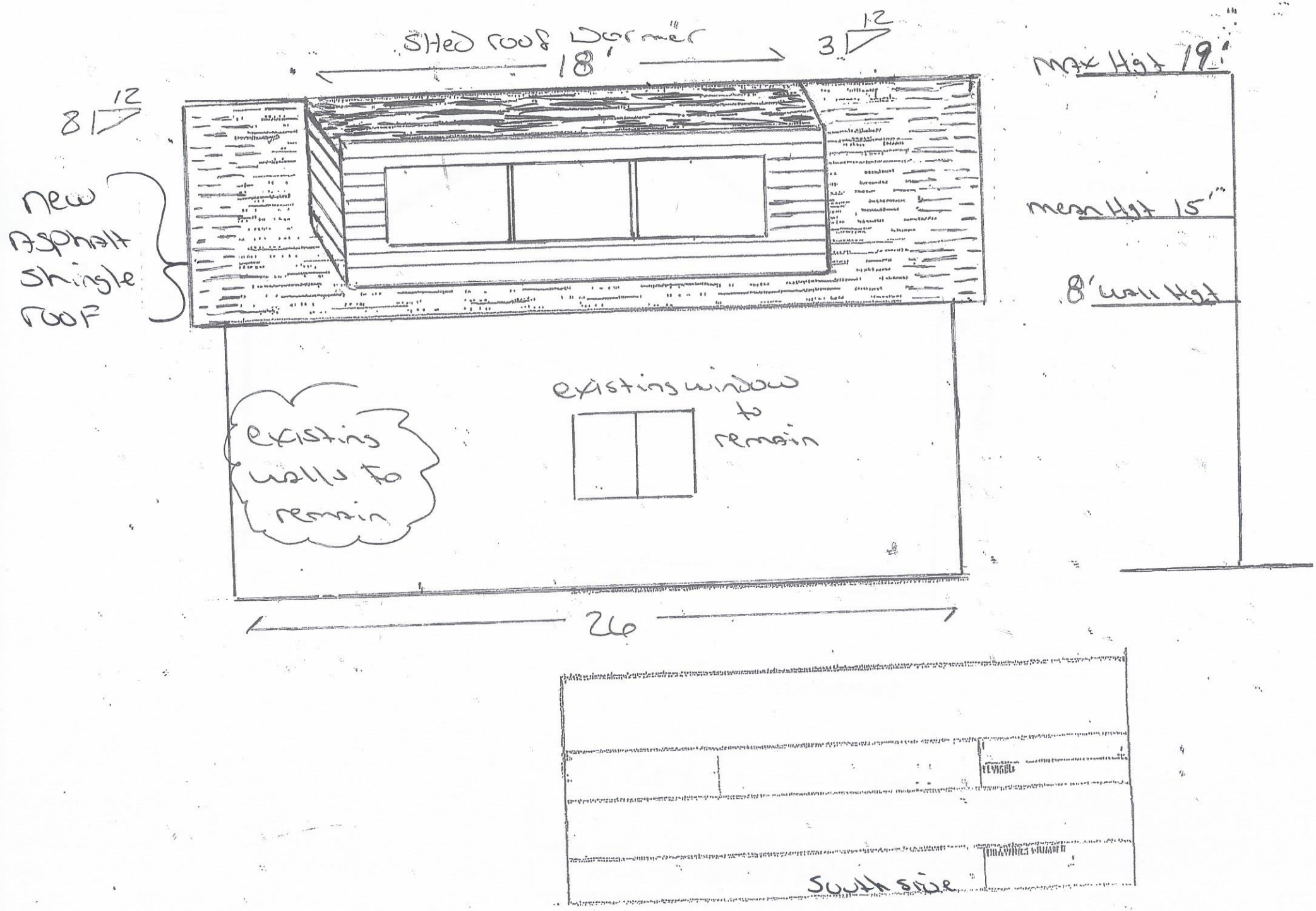
Mr. Gronow made a motion to approve the request for a variation to allow an addition to an existing detached accessory structure, a garage, with dormers exceeding the maximum 20% allowed per side to allow 70%, a variation of 13 feet in length with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Greenwald, received 06/15/23)
   B. Elevation Plans (Greenwald undated, received 06/15/23)

2. The petitioner shall record a Rider on the property that the garage shall not be used for residential purposes.

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

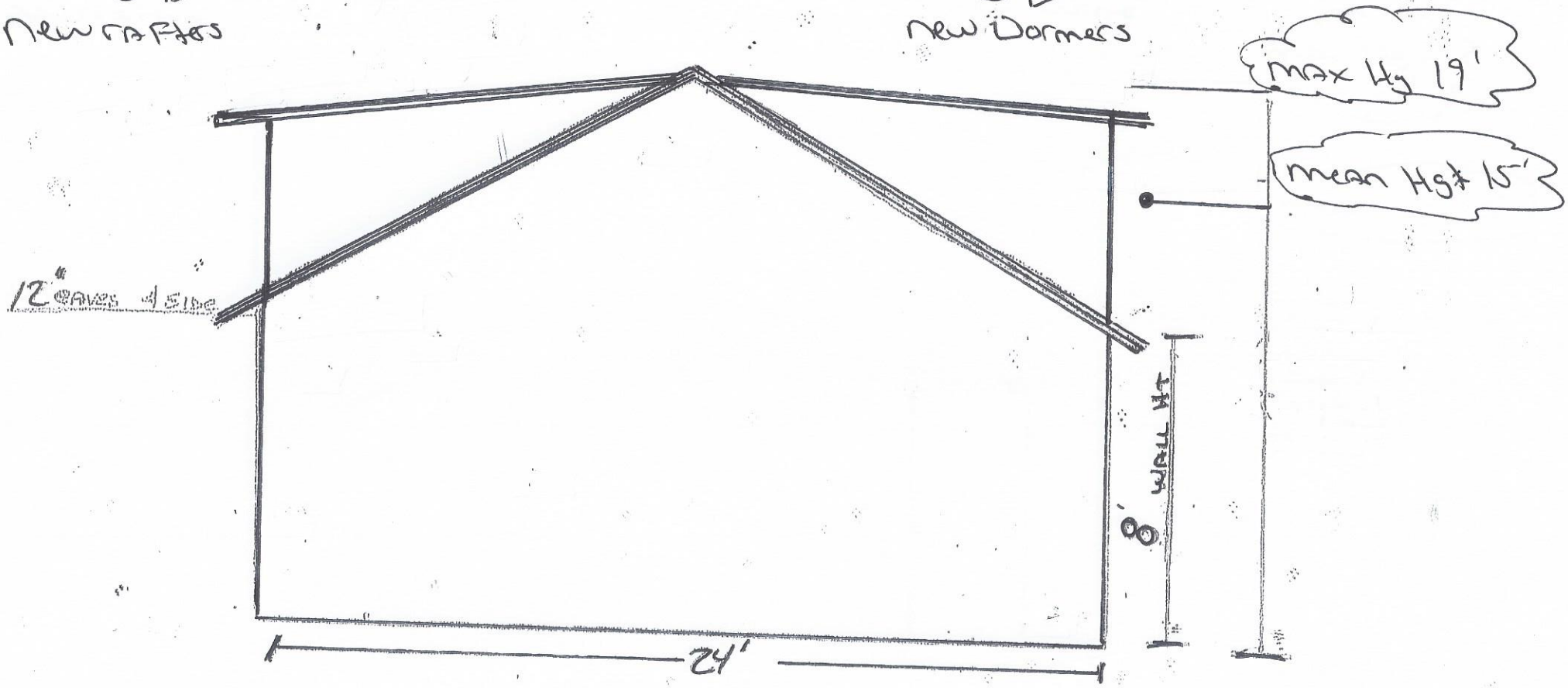

Shed roof Dormer
18"
3 12
8 12
Max Hgt 19'
mean Hgt 15'
New asphalt shingle roof
8' existing wall Hgt.
7'
existing garage Door
16'
26'
existing walls & concrete to remain. lower level will stay the same.
north side


Shed roof Dormer
18'
3 12
8 12
Max Hgt 19'
mean Hgt 15'
8' wall Hgt
New Asphalt Shingle roof
existing walls to remain
existing window to remain
26

South side

8 12
New rafters

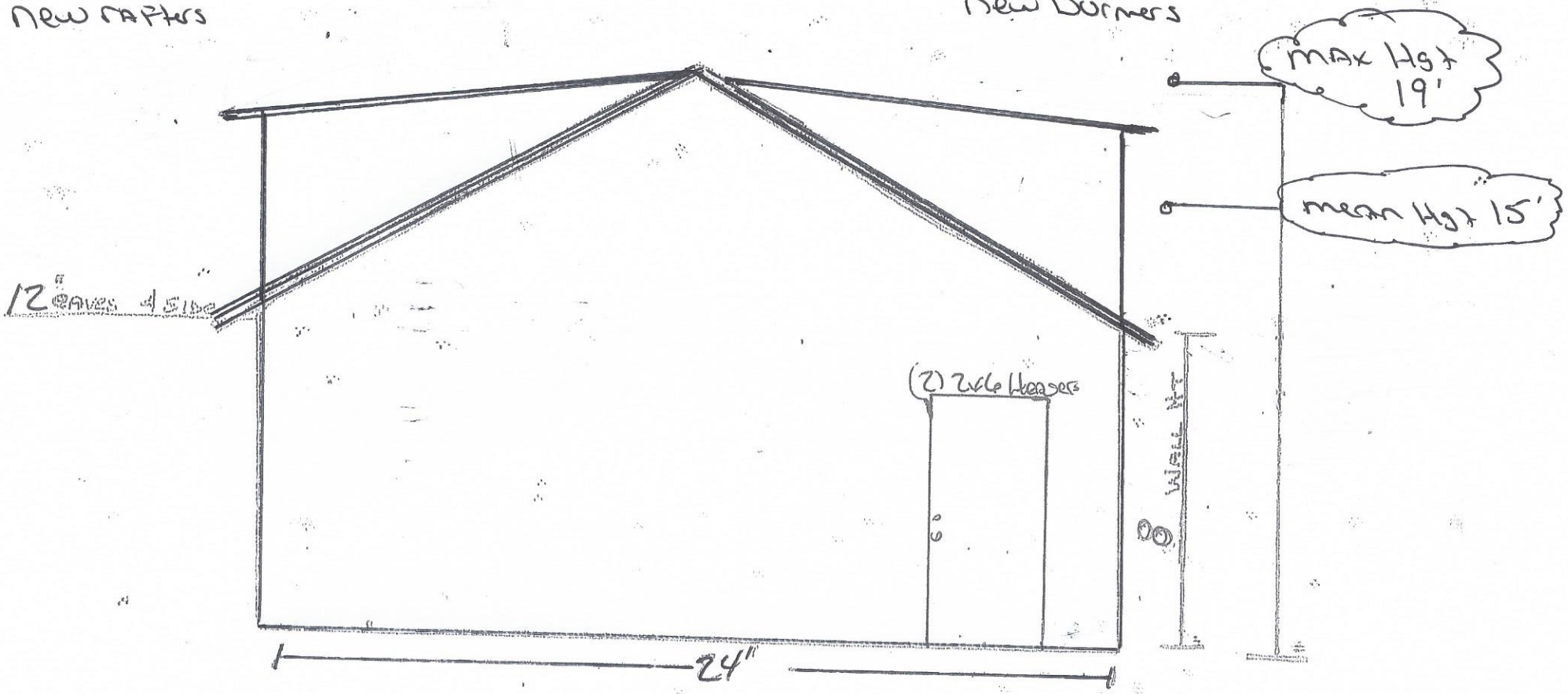
3 12
New Dormers



SCALE 1/4" = 1'
APPROVED BY
DATE
SHEET
ELEVATION EAST SIDE
DRAWING NUMBER

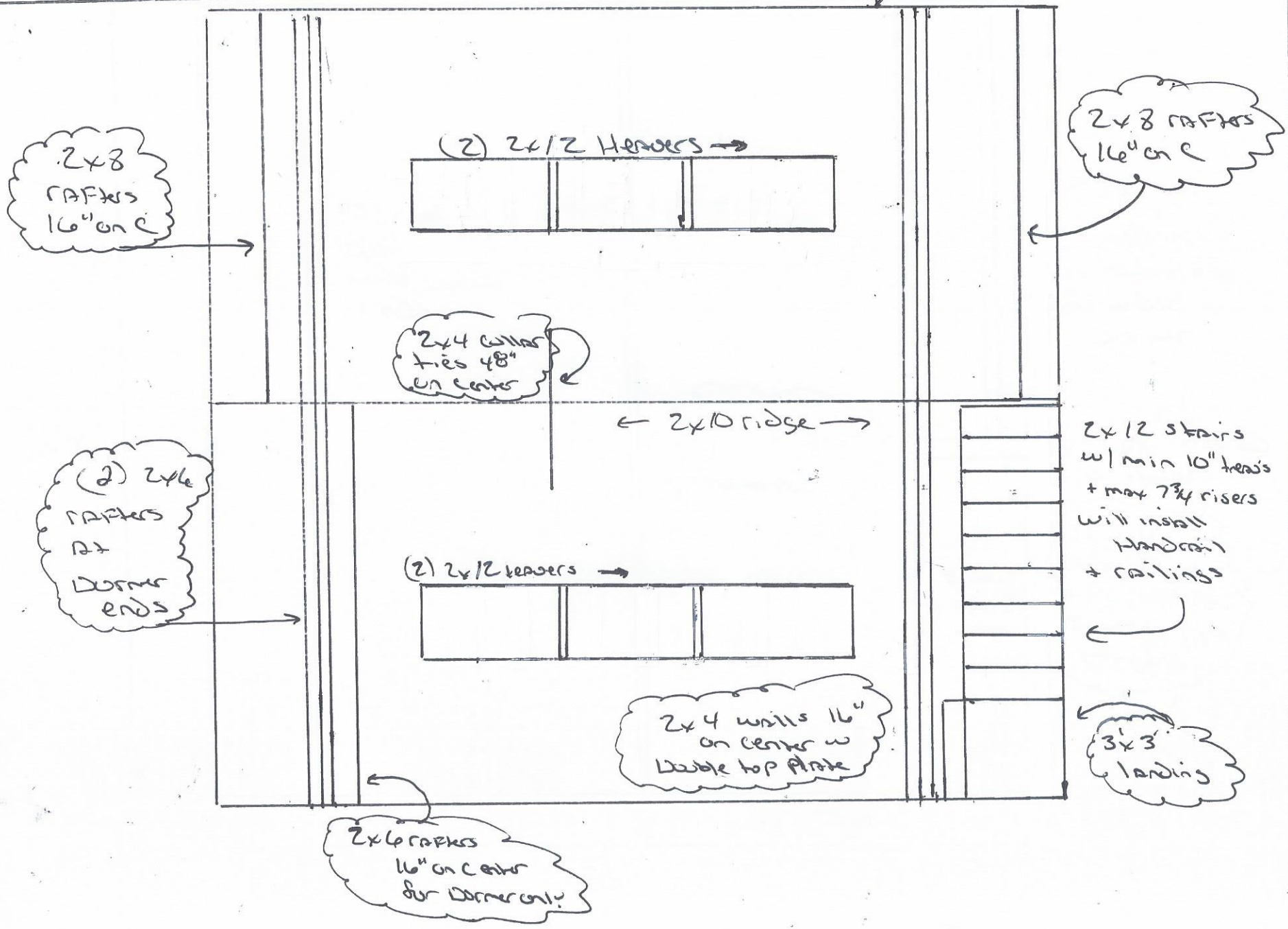
8 12
New Rafters

3 12
New Dormers

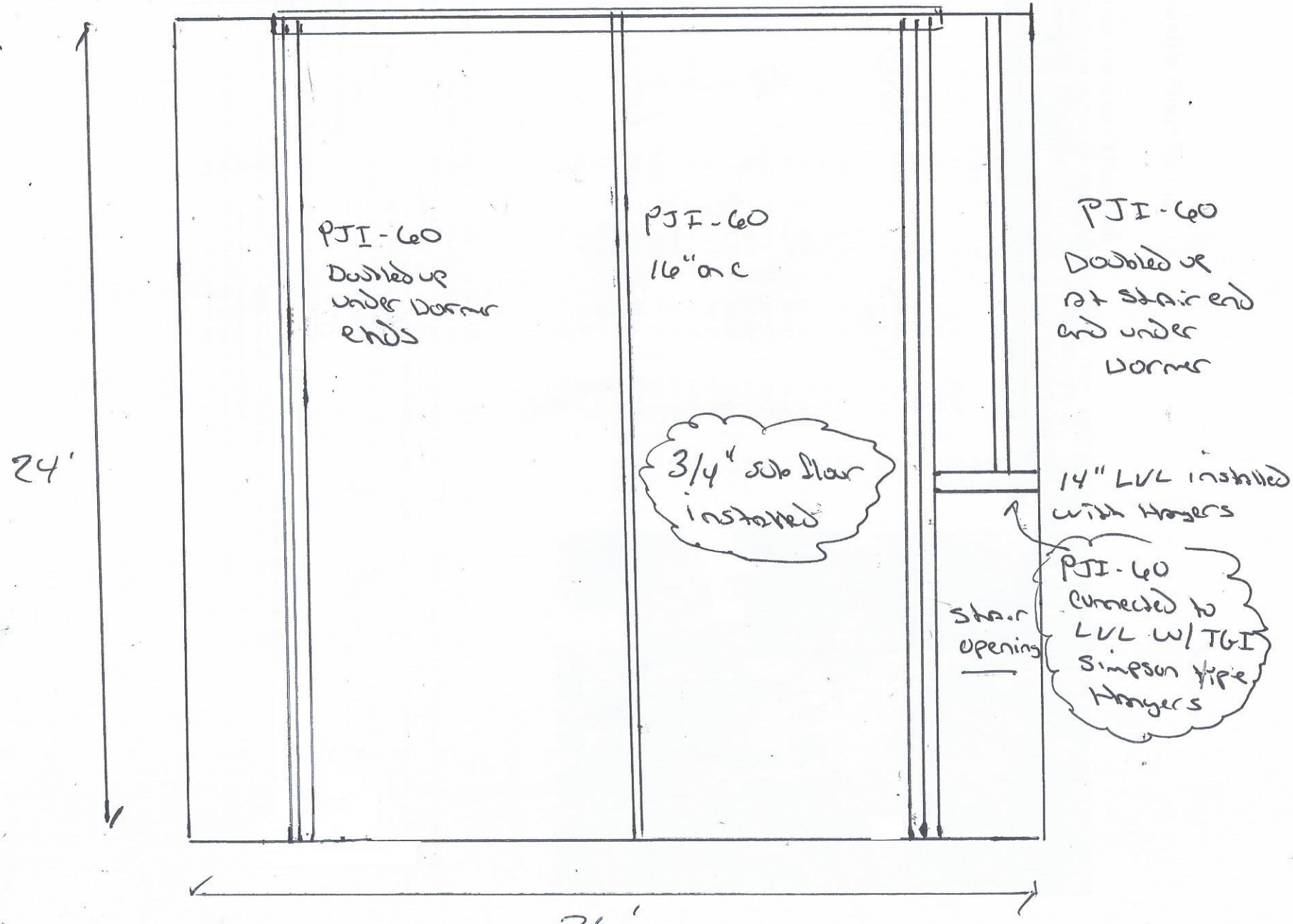


SCALE: 1/4" = 1'	APPROVED BY:	
DATE:		
Elevation West side		DRAWING NUMBER

* Attic storage area layout
* Dormer layout
* Stairs layout.



PJI-60 floor layout
for light storage



PLAT OF SURVEY

ARCHITECTURAL - INDUSTRIAL - LOTS - FARMS - SUBDIVISIONS - MORTGAGE - CONDOMINIUMS

BY

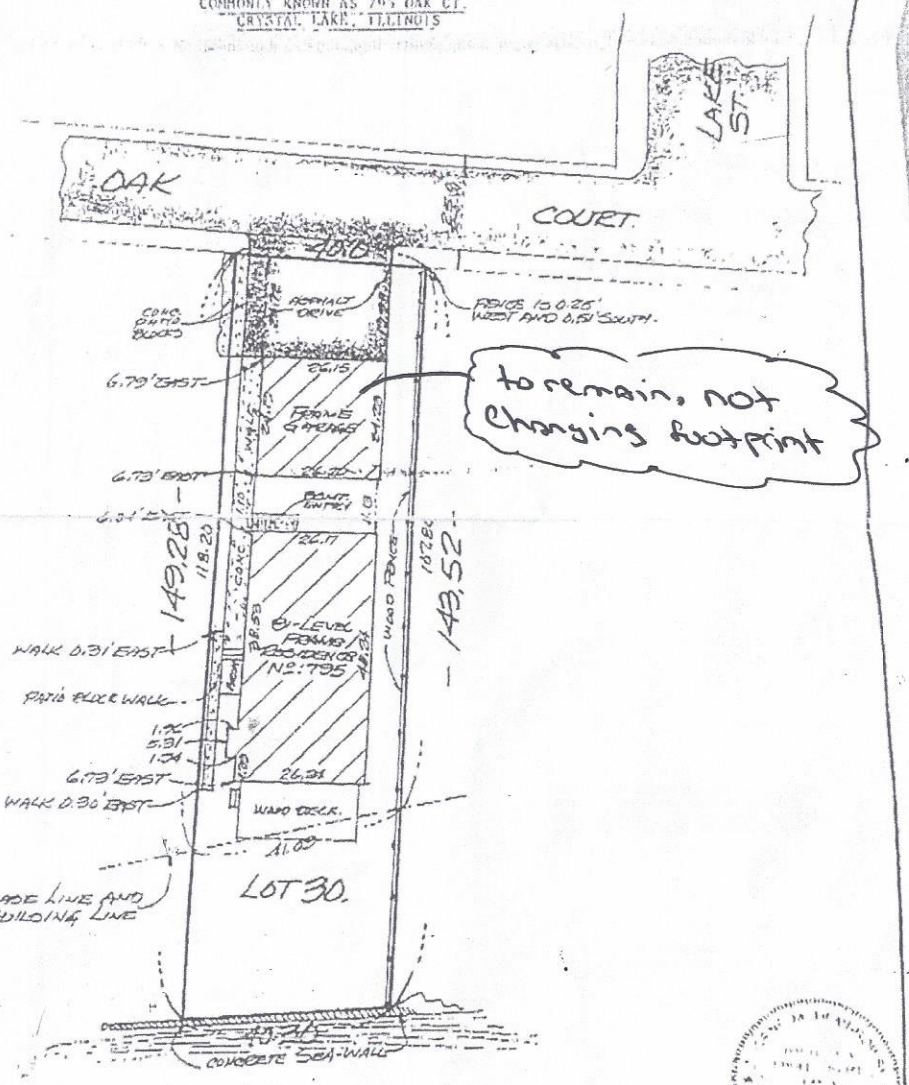
E. DEMBROWSKI & ASSOCIATES, INC.

Registered Land Surveyors

of

LOT 30 IN FIRST ADDITION TO CLOW'S CRYSTAL LAKE PARK, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1923, AS DOCUMENT NO. 58798 IN BOOK 4 OF PLATS, PAGE 81, IN McHENRY COUNTY, ILLINOIS

COMMONLY KNOWN AS 795 OAK CT.
CRYSTAL LAKE, ILLINOIS



NOTE

STATE OF ILLINOIS)
COUNTY OF LAKE)

WE, E. DEMBROWSKI & ASSOCIATES, DO HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE UNDER ITS DIRECTION BY A REGISTERED PROFESSIONAL ILLINOIS LAND SURVEYOR OF THE PROPERTY DESCRIBED HEREON, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

Order No. 96108
Scale 1 Inch = 20 Feet
Date JANUARY 17, 1996

E. DEMBROWSKI & ASSOCIATES, INC.
172 PARKWAY AVE.
LAKE ZURICH, ILL. 60047-1324
PHONE: 847-540-9171
FAX NO. 847-540-9172

REGISTERED ILLINOIS LAND SURVEYOR
NO. 015.00.1029
EUGENE M. DEMBROWSKI

NOTICE

The City of Crystal Lake hereby gives notice that the detached accessory structure located on 795 Oak Court in Crystal Lake, Illinois, further described below, cannot be used for overnight lodging including but not limited to rental apartment, room and board, bedroom, or Tourist Home. It may be used for personal use including storage, office, workout area, or similar within the accessory structure building.

The subject property is legally described as follows:

LOT 30 IN FIRST ADDITION TO CLOW'S CRYSTAL LAKE PARK, A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRICIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1923 AS DOCUMENT 58798, IN BOOK 4 OF PLATS, PAGE 83, IN MCHENRY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 19-06-176-018
Address of Property: 795 Oak Court, Crystal Lake IL 60014

I_____, hereby acknowledge that the above notice applies to the subject property.

PROPERTY OWNER ACKNOWLEDGEMENT

By:_____

Dated this __ day of August, 2023.

Prepared By & Return to: Elizabeth Maxwell, City Planner
100 W. Woodstock Street
City of Crystal Lake
Crystal Lake, IL 60014

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Simplified Residential Variations from:

1. Article 4-600 to allow a 1.5-foot rear yard setback, a variation of 3.5 feet from the required 5-foot minimum rear yard setback for a greenhouse; and,
2. Article 4-600 to allow a 1-foot side yard setback, a variation of 4 feet from the 5-foot minimum side yard setback for a greenhouse; and,
3. Article 4-600 to allow to the greenhouse to be located on a recorded utility, drainage or municipal easement

Petitioner: Kelly and Ellenmarie Platt, petitioners
1393 Boxwood Drive

PZC Recommendation: To deny the Variations for a greenhouse at 1393 Boxwood Drive.

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

Background:

- Request: The petitioners are requesting to construct a 150 square foot greenhouse that encroaches in the required 5-foot side and rear yard setbacks and to be located in a 10-foot Public Utility Easement and Private Drainage Easement.
- Land Use: The Comprehensive Land Use map shows the area as Central Urban Residential, which is an appropriate land use designation.
- Zoning: The site is zoned R-1 Single-Family Residential.
- The greenhouse would be setback 1.5 feet from the rear yard and one foot from the side yard. The UDO requires the greenhouse to be located a minimum of 5 feet from the side and rear property lines. **Following the PZC hearing, the petitioners stated they would be agreeable to a 2-foot setback from the side and rear lot lines.**

- There is a 10-foot Public Utility Easement and Private Drainage Easement located at the rear of the yard. The greenhouse would encroach into the easements.



- In 2009, the property owners received a Simplified Residential Variations to allow a shed as close as 13 inches from the rear property line and as close as 18 inches from the side property line. The ordinance included a condition of approval requiring a "no-objection/letter of approval from the Homeowner's Association" to be submitted.
- The Willow's Edge Homeowner's Association submitted two letters in regards to the petition (dated July 6, 2023 and July 12, 2023). The letters are summarized below:
    - Denied and/or rejected the HOA from making any approvals or recommendations on the matter; and,
    - The permit approval is between the City of Crystal Lake and the homeowners; and,
    - The HOA accepts the decision made by the City of Crystal Lake.

PZC Highlights:

- The petitioners spoke to the elevation, topography and the narrowness of their lot. They referenced a 2009 variation they received for their existing shed. The petitioners explained the greenhouse would end up almost to the edge of their patio if they met the setbacks.
- The petitioners provided images of their backyard and the proposed greenhouse. The petitioners confirmed the greenhouse would meet the wind and snow load requirements, and that they have received all sign-offs from the utility companies.

- The petitioners would prefer to build the greenhouse on a solid concrete slab with drainage underneath, instead of an elevated concrete slab, due to the manufacturer's recommendations. However, they do not want this to be a reason to deny the request.

- A majority of the PZC were not supportive of the request. They questioned why the petitioners could not meet the required setbacks. They felt the petitioners were creating the hardship for themselves.

The PZC recommended **denial (4-1)** of the petitioners' request. If the Council makes a motion to approve the Special Use Permit Amendment and the Variation, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
    A. Application (Platt, dated 05/25/2023, received 05/30/2023)
    B. Plans (Platt, received 05/30/2023)
    C. Specifications (Plant Greenhouse, received 06/21/2023)
2. The greenhouse must be ~~elevated a minimum six inches for~~ situated so that any area that is within the Private Drainage Easement and Public Utility Easement **will allow water to freely flow within the easement area (AMENDED BY STAFF AFTER PZC)**. The exact ~~height~~ **conditions are** ~~is~~ to be determined during building permit review.
3. Sign-off from the public utility companies must be provided prior to permit issuance.
4. The petitioners shall address all of the review comments and requirements of the Community Development and Engineering Departments.

Votes Required to Pass: A super majority (five votes).

Acknowledgement Form

Regarding the Variations at 1393 Boxwood Drive. Please check one of the choices and sign below.

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

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

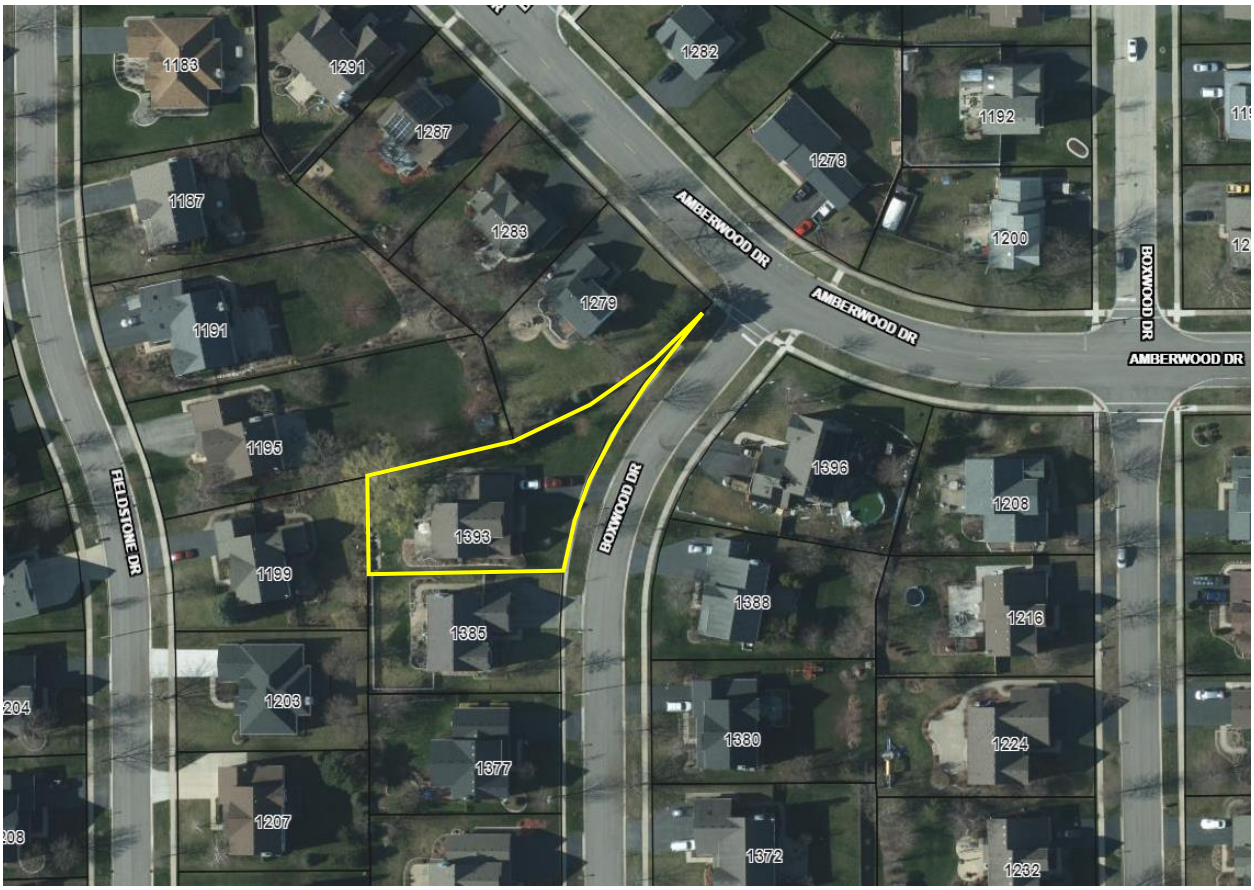
Petitioner's Name: Ellenmarie Platt Date: 7-24-23

Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Platt, dated 05/25/2023, received 05/30/2023)
   B. Plans (Platt, received 05/30/2023)
   C. Specifications (Plant Greenhouse, received 06/21/2023)
2. The greenhouse must be elevated a minimum six inches for any area that is within the Private Drainage Easement and Public Utility Easement. The exact height is to be determined during building permit review.
3. Sign-off from the public utility companies must be provided prior to permit issuance.
4. The petitioners shall address all of the review comments and requirements of the Community Development and Engineering Departments.

PIQ Map
1393 Boxwood Drive



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING SIMPLIFIED RESIDENTIAL VARIATIONS AT 1393 BOXWOOD DRIVE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-117) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested Variations from Article 4 Section 4-600 allowing a 1.5-foot rear yard setback, a variation of 3.5 feet from the required 5-foot minimum rear yard setback for a greenhouse, Article 4 Section 4-600 allowing a 1-foot side yard setback, a variation of 4 feet from the 5-foot minimum side yard setback for a greenhouse, and from Article 4 Section 4-600 allowing the greenhouse to be located on a recorded utility, drainage or municipal easement at 1393 Boxwood Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on June 30, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on July 19, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed variations; and

WHEREAS, on July 19, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variations be denied, as documented in the minutes, and

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

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

Section I: That Variations from Article 4 Section 4-600 allowing a 1.5-foot rear yard setback, a variation of 3.5 feet from the required 5-foot minimum rear yard setback for a greenhouse, Article 4 Section 4-600 allowing a 1-foot side yard setback, a variation of 4 feet from the 5-foot minimum side yard setback for a greenhouse, and from Article 4 Section 4-600 allowing the greenhouse to be located on a recorded utility, drainage or municipal easement for the property commonly known as 1393 Boxwood Drive (18-13-276-024), Crystal Lake, Illinois.

Draft

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Platt, dated 05/25/2023, received 05/30/2023)
   B. Plans (Platt, received 05/30/2023)
   C. Specifications (Plant Greenhouse, received 06/21/2023)
2. The greenhouse must be ~~elevated a minimum six inches for~~ situated so that any area that is within the Private Drainage Easement and Public Utility Easement **will allow water to freely flow within the easement area (AMENDED BY STAFF AFTER PZC)**. The exact ~~height~~ **conditions are** ~~is~~ to be determined during building permit review.
3. Sign-off from the public utility companies must be provided prior to permit issuance.
4. The petitioners shall address all of the review comments and requirements of the Community Development and Engineering Departments.

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

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 1st day of August, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: August 1, 2023
Approved: August 1, 2023

Draft

#2023-117
1393 Boxwood Drive – Simplified Residential Variations
Project Review for Planning and Zoning Commission

Meeting Date: July 19, 2023

Requests: Simplified Residential Variations from:

1. Article 4-600 to allow a 1.5-foot rear yard setback, a variation of 3.5 feet from the required 5-foot minimum rear yard setback for a greenhouse; and,

2. Article 4-600 to allow an 1-foot side yard setback, a variation of 4 feet from the 5-foot minimum side yard setback for a greenhouse; and,

3. Article 4-600 to allow to the greenhouse to be located on a recorded utility, drainage or municipal easement.

Location: 1393 Boxwood Drive

Acreage: Approximately 10,800 square feet

Existing Zoning: R-1 Single-Family Residential

Surrounding Properties:

North:	R-1 Single-Family Residential
South:	R-1 Single-Family Residential
East:	R-1 Single-Family Residential
West:	R-1 Single-Family Residential

Staff Contact: Katie Rivard (815.356.3612)

Background:

- Existing Use: The subject property is currently improved with a single-family residence.
- UDO Requirements:
    - Accessory structures 600 square feet or less in size must meet a 5-foot setback provided the accessory structure is not located on a recorded utility, drainage or municipal easement.

Development Analysis:

General:

- Land Use: The Comprehensive Land Use map shows the area as Central Urban Residential, which is an appropriate land use designation.
- Zoning: The site is zoned R-1 Single-Family Residential.

Request Overview:

- The petitioners are requesting to construct a 150 square foot greenhouse.
- The greenhouse would be setback 1.5 feet from the rear yard and one foot from the side yard. The UDO requires the greenhouse to be located a minimum of 5 feet from the side and rear property lines.
- There is a 10-foot Public Utility Easement and Private Drainage Easement located at the rear of the yard. The greenhouse would encroach into the easements.



- In 2009, the property owners received a Simplified Residential Variations to allow a shed as close as 13 inches from the rear property line and as close as 18 inches from the side property line. The ordinance included a condition of approval requiring a "no-objection/letter of approval from the Homeowner's Association" to be submitted.

- On July 6, 2023, the Willow's Edge Homeowner's Association, provided staff with a copy of letter of denial for the proposed greenhouse to be located 12 inches from the rear property line. The letter included concerns with the private drainage easement and the potential negative impact on the proper flow of storm water could have on surrounding property owners.
- On July 12, 2023, the HOA submitted a copy of letter of clarification regarding the original letter of denial. The HOA stated the intent of the letter was to deny and/or reject the HOA from making any approvals or recommendations on the matter. The letter indicates the permit approval is between the City of Crystal Lake and the homeowners, and the HOA accepts the decision made by the City of Crystal Lake.

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use - Residential

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

This can be accomplished with the following supporting action:

Supporting Action: Preserve and enhance the character and livability of existing residential area with architectural and development guidelines. Promote safe, clean and well-maintained housing by encouraging regular repair and maintenance of housing.

Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting variations from Article 4-600 to allow a 1.5-foot setback, a variation of 3.5 feet from the 5-foot minimum rear yard and a one-foot setback, a variation of 4 feet from the 5-foot minimum side yard for a greenhouse, and for the greenhouse to be located on a recorded utility easement to allow a two-story detached garage with a height of 18 feet. The Unified Development Ordinance lists specific standards for the review and approval of a variations. The granting of a variation rests upon the applicant proving practical difficulty or hardship caused by the Ordinance requirements as they relate to the property. To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

Standards

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

a. The plight of the property owner is due to unique circumstances, such as, unusual surroundings or conditions of the property involved, or by reason of exceptional

narrowness, shallowness or shape of a zoning lot, or because of unique topography, or underground conditions.

☐ *Meets* ☒ *Does not meet*

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

☐ *Meets* ☒ *Does not meet*

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

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

☐ *Meets* ☒ *Does not meet*

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

☐ *Meets* ☒ *Does not meet*

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

☐ *Meets* ☒ *Does not meet*

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

☐ *Meets* ☒ *Does not meet*

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Platt, dated 05/25/2023, received 05/30/2023)
   B. Plans (Platt, received 05/30/2023)

C. Specifications (Plant Greenhouse, received 06/21/2023)

2. The greenhouse must be elevated a minimum six inches for any area that is within the Private Drainage Easement and Public Utility Easement. The exact height is to be determined during building permit review.
3. Sign-off from the public utility companies must be provided prior to permit issuance.
4. The petitioners shall address all of the review comments and requirements of the Community Development and Engineering Departments.

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

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

Owner Information

Name: Christopher K Platt, Ellenmarie Platt

Address: 1393 Boxwood DR
Crystal Lake, IL 60014

Phone:

E-mail:

Project Name & Description:

Build a Greenhouse in Backyard.

Project Address/Location: Same as Above

Signature

CKP Platt Ellenmarie Platt 5-25-23

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JULY 19, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:03 p.m.

CALL TO ORDER

On roll call, members, Greenman, Gronow, Skluzacek, Teetsov and Repholz were present.

Kathryn Cowlin, Director of Community Development, Liz Maxwell, City Planner, Katie Rivard, Assistant City Planner and Abby Wilgreen, City Engineer, were present from Staff. Special Legal Counsel Victor Filippini was also present telephonically.

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

APPROVE MINUTES OF THE JUNE 21, 2023 PLANNING AND ZONING COMMISSION MEETING

Mr. Skluzacek moved to approve the minutes from the June 21, 2023 regular Planning and Zoning Commission meeting. Mr. Gronow seconded the motion. On voice vote, members Skluzacek, Gronow, Teetsov and Greenman voted aye, Ms. Repholz abstained. Motion passed.

2023-117 – 1393 BOXWOOD DRIVE – SIMPLIFIED RESIDENTIAL VARIATION

Simplified Residential Variation to allow a detached accessory structure, a greenhouse, to encroach 3.5 feet into the required 5-foot rear yard setback and 4 feet into the required 5-foot side yard setback.

Kelly and Ellen Platt, homeowners, were present to represent the petition. Mr. Platt stated they have a narrow piece of property. They received a variation in 2009 for their shed. They have been in their home for 20 years. They would like a place to keep their crops. He spoke to the elevation of the property and the concrete slab. Mrs. Platt showed pictures of the proposed greenhouse and their yard. She also showed pictures of the letters confirming the greenhouse meets the wind load, and that they have received all sign-offs from the utility companies. Mr. Platt spoke to the drainage. The greenhouse is expensive and will be no larger than 150 square feet.

Mr. Greenman opened the public hearing. There being no one who wished to speak, Mr. Greenman closed the public hearing and turned it over to the Commission.

Ms. Rivard summarized the request noting the previous shed variation and the HOA letters received.

Mr. Gronow stated the greenhouse is attractive. He asked about the utility companies' sign-off. Mrs. Platt stated all utilities companies have signed-off. Mr. Gronow asked if they have standing water after a rain. Mr. Platt responded no. Mr. Gronow asked about the 6" condition regarding the slab. Ms. Wilgreen responded.

Mr. Skluzacek had no comments.

Ms. Repholz asked why they could not meet the setback requirements. Mr. Platt responded that the ground is too steep. Mrs. Platt explained if they met the setbacks, the greenhouse would be almost at their patio. The patio has stairs. Ms. Repholz asked about the height and water system. Mr. Platt stated the height would meet the UDO requirements. They would run a hose to the crops.

Ms. Teetsov stated she is struggling with the necessity and hardship. She noted the open yards surrounding the property. There are 5-foot setbacks for a reason.

Mr. Greenman stated there is a reason for ordinances to protect the greater good. He stated he believes they created the hardship for themselves. They are choosing to use the yard this way. He understands the grading and location, but cannot support the request.

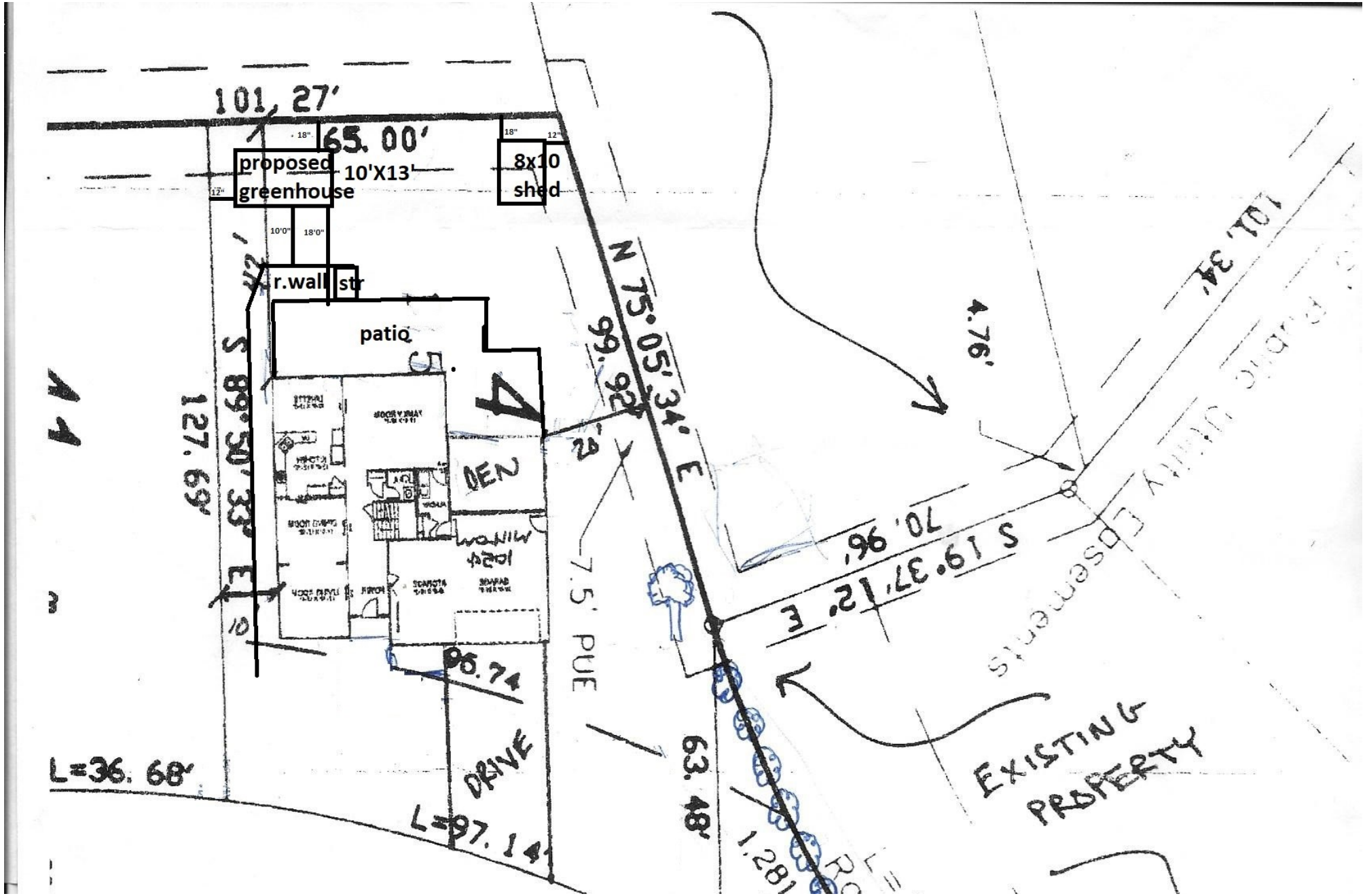
Mr. Platt stated the lot was supposed to be flat when purchased. This is a chance for them to grow crops. Mrs. Platt stated this is a hobby and they would never want to cause damage to others. It will not be intrusive to neighbors and it will be a high-quality product.

Mr. Gronow asked about the distance from the back edge of the patio to the neighbor's fence. Mr. Platt stated it is 18 feet.

Ms. Teetsov made a motion to deny 2023-117, the Simplified Residential Variations to allow a detached accessory structure, a greenhouse, to encroach 3.5 feet into the required 5-foot rear yard setback and 4 feet into the required 5-foot side yard setback.

Ms. Repholz seconded the motion. On roll call Members Gronow, Repholz, Skluzacek, and Teetsov voted aye. Mr. Greenman voted nay. Motion passed 4-1.

Mr. Greenman noted he understands the topography hardship.


101, 27'
65. 00'
proposed
greenhouse
10'X13'
8x10
shed
r.wall
str
patio
N 75° 05' 34" E
99. 92'
127. 69'
S 89° 30' 33" E
DEN
7.5' PUE
96. 74'
DRIVE
L=36. 68'
L=97. 14'
63. 48'
S 19° 37' 12" E
70. 96'
EXISTING
PROPERTY

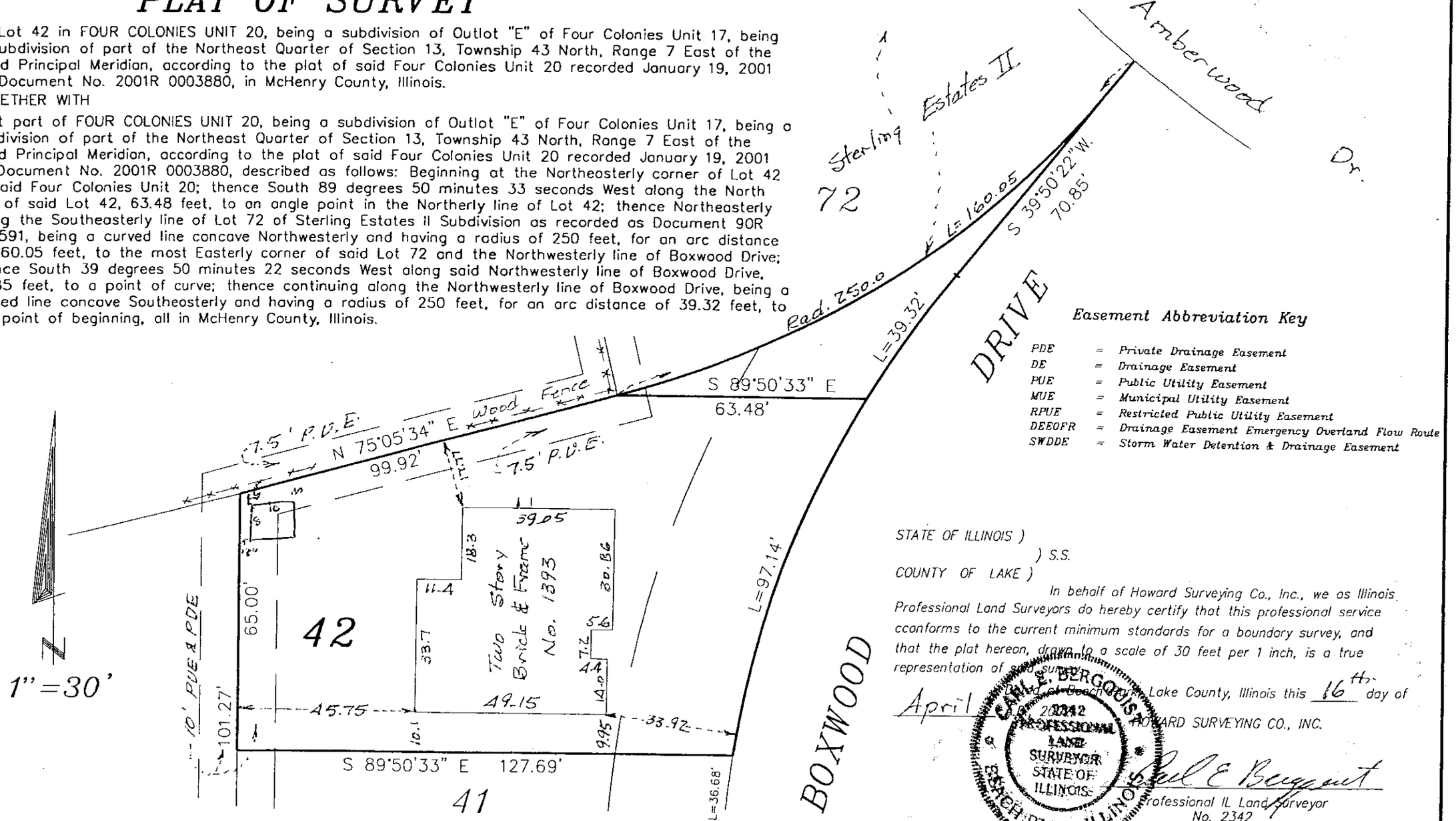


PLAT OF SURVEY

Of Lot 42 in FOUR COLONIES UNIT 20, being a subdivision of Outlot "E" of Four Colonies Unit 17, being a subdivision of part of the Northeast Quarter of Section 13, Township 43 North, Range 7 East of the Third Principal Meridian, according to the plat of said Four Colonies Unit 20 recorded January 19, 2001 as Document No. 2001R 0003880, in McHenry County, Illinois.

TOGETHER WITH

That part of FOUR COLONIES UNIT 20, being a subdivision of Outlot "E" of Four Colonies Unit 17, being a subdivision of part of the Northeast Quarter of Section 13, Township 43 North, Range 7 East of the Third Principal Meridian, according to the plat of said Four Colonies Unit 20 recorded January 19, 2001 as Document No. 2001R 0003880, described as follows: Beginning at the Northeosterly corner of Lot 42 in said Four Colonies Unit 20; thence South 89 degrees 50 minutes 33 seconds West along the North line of said Lot 42, 63.48 feet, to an angle point in the Northerly line of Lot 42; thence Northeasterly along the Southeasterly line of Lot 72 of Sterling Estates II Subdivision as recorded as Document 90R 008591, being a curved line concave Northwesterly and having a radius of 250 feet, for an arc distance of 160.05 feet, to the most Easterly corner of said Lot 72 and the Northwesterly line of Boxwood Drive; thence South 39 degrees 50 minutes 22 seconds West along said Northwesterly line of Boxwood Drive, 70.85 feet, to a point of curve; thence continuing along the Northwesterly line of Boxwood Drive, being a curved line concave Southeosterly and having a radius of 250 feet, for an arc distance of 39.32 feet, to the point of beginning, all in McHenry County, Illinois.



Easement Abbreviation Key

PDE	=	Private Drainage Easement
DE	=	Drainage Easement
PUE	=	Public Utility Easement
MUE	=	Municipal Utility Easement
RPUE	=	Restricted Public Utility Easement
DEEOFR	=	Drainage Easement Emergency Overland Flow Route
SWDDE	=	Storm Water Detention & Drainage Easement

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

In behalf of Howard Surveying Co., Inc., we as Illinois Professional Land Surveyors do hereby certify that this professional service cconforms to the current minimum standards for a boundary survey, and that the plat hereon, drawn to a scale of 30 feet per 1 inch, is a true representation of said survey.

Given under our hand and seal at Beach Park, Lake County, Illinois this 16th day of April A.D. 20 22

HOWARD SURVEYING CO., INC.

CARL E. BERGQUIST 2342 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS BEACH PARK, ILLINOIS

Paul E Bergquist

Professional IL Land Surveyor
No. 2342

4:31 44%
netgreenhouse.com
PLANET GREENHOUSE

- **Victorian #vi23**: 7'9" wide x 10'2" long x 8'6" - 80 sq. ft. - with 2 roof windows and 1 louvered window.
- **Victorian #vi34**: 10'2" wide x 15' long x 9' high – 150 sq.ft. - with 3 roof windows and 1 louvered window.
- **Victorian #vi36: 10’2” wide x 19'11" long x 9’ high – 200 sq.ft.** - with 4 roof windows and 1 louvered window.
- Standard color: Dark green (RAL 6009m) - electrostatic application.
- Special order colors: Ash Grey (RAL 70160 and Steel Blue (RAL 5011)
- **Optional Accessory Kit** includes: eep x 20" wide planting s de top shelf, and 2 inside cloths with pull ribbons.
- **NEW OPTION:** Flush mount 1/8th" thick clear Lexan sheet cover for

RECEIVED
JUL 06 2023
By: .....

WILLOW'S EDGE

Thursday, June 30, 2023

Platt Residence

1393 Boxwood Dr.
Crystal Lake, IL 60014

Dear Mr. & Mrs. Platt,

On behalf of the Willow's Edge Homeowner's Association, please be informed that your request for encroachment into the Private Drainage Easement with a proposed greenhouse 12" from the rear property line has been **DENIED**. The private drainage easement has been designed to protect neighboring properties from storm water events. Without the proper flow of storm water, possible damage may occur to neighboring properties.

The Willow's Edge Subdivision Covenants that are recorded with McHenry County indicate compliance with City of Crystal Lake Codes and Ordinances. Please see the following excerpt from the Willow's Edge Covenants indicating the cause for denial for easement encroachment.

Easements

9.1 Private Drainage Easement (PDE). Each individual, entity or other party accepting title to all or any part of the Private Drainage Easement (PDE) shall conclusively be deemed to have covenanted and agreed, jointly and severally, to (i) care for and maintain the surface of that portion of the Private Drainage Easement (PDE) which is located on such party's property as a well-landscaped, high quality parcel of property (which maintenance shall include, but shall not be limited to, the regular seeding, watering and mowing of all lawns), and (ii) keep all surface openings of the drainage pipes underlying the Private Drainage Easement (PDE) free of all grass clippings, leaves, or other related or foreign materials. Except as otherwise expressly permitted by written notice from the City, (i) no title holder of any part or portion of the Private Drainage Easement (PDE) (or any party acting on behalf of the title holder) shall install, construct, erect, place or plant any building, structures, improvements or vegetation (other than grass) upon the Private Drainage Easement (PDE) , including but not limited to walls, patios, sheds, posts, trees, plants or shrubbery, or (ii) alter, modify or change in any way the topography or elevations of the Private Drainage Easement (PDE) , or (iii) obstruct, alter or modify the established drainage pattern from or over the Private Drainage Easement (PDE). Fences are allowed within the Private Drainage Easement (PDE) subject to the ordinances of the City and approval of the Association. In the event of multiple overlapping easements, the most restrictive easement provisions shall apply. Maintenance of the storm sewers and storm structures within the Private Drainage Easement (PDE) are the sole responsibility of the Association pursuant to Article 3.5 and Article 6. Owners of Adjacent Lots shall be permitted to connect their sump pump discharges into the storm sewer within the Private Drainage Easement (PDE) within the Property or Additional Property after notifying the Association and obtaining a permit from the City. As part of the City permit, the owner(s) of any Adjacent Lot(s) making a connection to the storm sewer shall promptly restore the Property or Additional Property to an as good or better condition which existed prior to commencement of said work.

Please feel free to contact the Willows Edge Home Owner's Association with any questions or concerns regarding the above information.

Thank you,

Nick Munsen- President

Willows Edge Homeowners Association
PO Box 102
Crystal Lake, IL 60039-0102

Nick Munsen	President
Kerri Bowers	Treasurer
Mike Montes	Secretary
Todd Bowers	Board Member
Craig Hess	Board Member
Darren Joslin	Board Member
John Ryan	Board Member

WILLOW'S EDGE

Wednesday, July 12, 2023

Platt Residence

1393 Boxwood Dr.
Crystal Lake, IL 60014

Dear Mr. & Mrs. Platt,

On behalf of the Willow's Edge Homeowners Association, I would like to clarify the original letter of denial. Our intent was to deny/reject the Homeowners Association to make any approvals or recommendations on the matter. The matter and permit approval resides solely between the City of Crystal Lake and yourselves, therefore approval for encroachment resides with the City not the Willows Edge Homeowners Association.

The Willows Edge Homeowners Association does not have any covenants for the approval of residents property improvements thus per the City of Crystal Lake Request we will not make any determination in the matter. Per our covenants we accept the City of Crystal Lake disposition on the matter to approve, approve with modification, reject, the request made to build on the easement.

The Willows Edge board is a volunteer group and does not have the ability to assess the impacts of the request. Both the board members and the association would be removed from any/all liability. All approvals on improvements of any kind rest solely with the City of Crystal Lake.

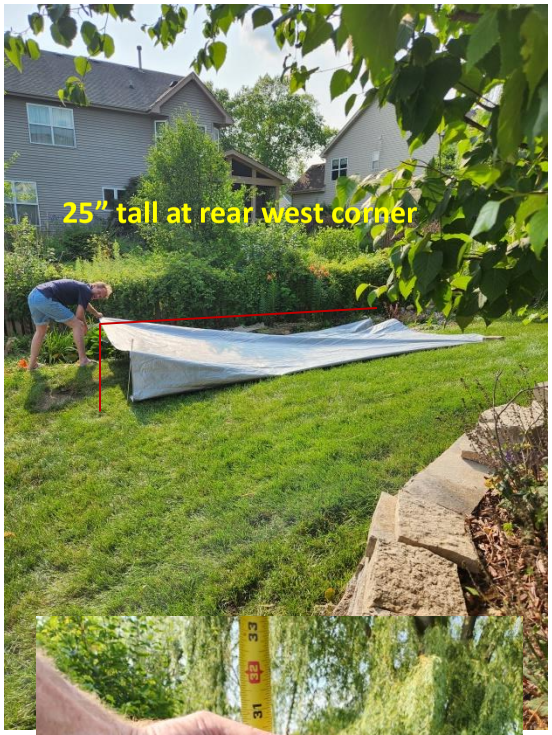
Thank you,

Nick Munsen- President

Willows Edge Homeowners Association
PO Box 102
Crystal Lake, IL 60039-0102

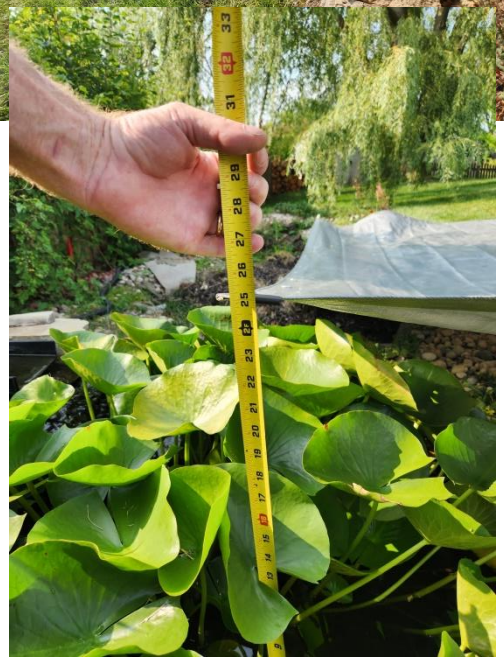
Nick Munsen	President
Kerri Bowers	Treasurer
Mike Montes	Secretary
Todd Bowers	Board Member
Craig Hess	Board Member
Darren Joslin	Board Member
John Ryan	Board Member

Greenhouse 5’ from rear and side of property











Greenhouse 2’ from rear and side of property











Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement

Petitioner: Crystal Lake Main Street, LLC, petitioners
100 S. Main Street (Willow Creek Community Church)

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Special Use Permit Amendment and Variation for a freestanding sign at 100 S. Main Street (Willow Creek Community Church).

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

Background:

- Request: The petitioners are requesting to replace the existing freestanding sign on Main Street with a new, larger freestanding sign in the same location.

- Land Use: The Comprehensive Land Use map shows the area as Mixed-Use. A religious establishment use fits within the live, work, play goals for Mixed-Use.

- Zoning: The site is zoned M Manufacturing. Religious establishments are allowed per Special Use Permit.

- At the City Council meeting on May 16th, 2023, this petition was referred back to the PZC to reduce the sign area to 36 square feet (or less). The sign area has been reduced to 34.33 square feet. The height has been increased from the initial request of 7.5 feet to 8 feet. The overall height includes an 18-inch high landscaping berm, which was reduced from 30 inches.

- The petitioners initially requested to replace the existing freestanding sign with a new freestanding sign that was 49.8 square feet and 7.5 feet high.

- Religious establishments are permitted one freestanding sign up to 32 square feet in sign area and 8 feet in height. Willow Creek Community Church received a Special Use Permit, Ordinance #7212 in 2016; and, Condition #2 of the approval requires all signage to meet the requirements of the UDO.

EXISTING	INITIAL PROPOSAL	REVISED PROPOSAL
		
35.5 square feet **6.25 feet tall**	**49.8 square feet** **7.5 feet tall**	**34.33 square feet** **8 feet tall**

- Willow Creek utilized the existing sign located at the property, a copy change is allowed for non-conforming signs, which is why the existing sign is greater than the UDO allowance.

PZC Highlights:

- The petitioners noted they adjusted the sign area to less than 36 square feet per the direction of City Council. They have no concerns with the recommended conditions.

- PZC was in support of the revised sign and thanked the petitioners for the revisions. They found the request met the Findings of Fact.

The PZC recommended **approval (5-0)** of the petitioners' request. If the Council makes a motion to approve the Special Use Permit Amendment and the Variation, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)
   B. Sign Plans (IC Signs & Graphics, dated 06/21/2023, received 07/10/2023)

2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.

3. All conditions from the original PUD Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.

4. The Petitioner shall address all of the review comments and requirements of the Community Development.

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Special Use Permit Amendment and Variation at Willow Creek Community Church at 100 S. Main Street. Please check one of the choices and sign below.

MS

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

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

Petitioner's Name: _____ Date: Jul 25, 2023
Signature

Recommended Conditions:

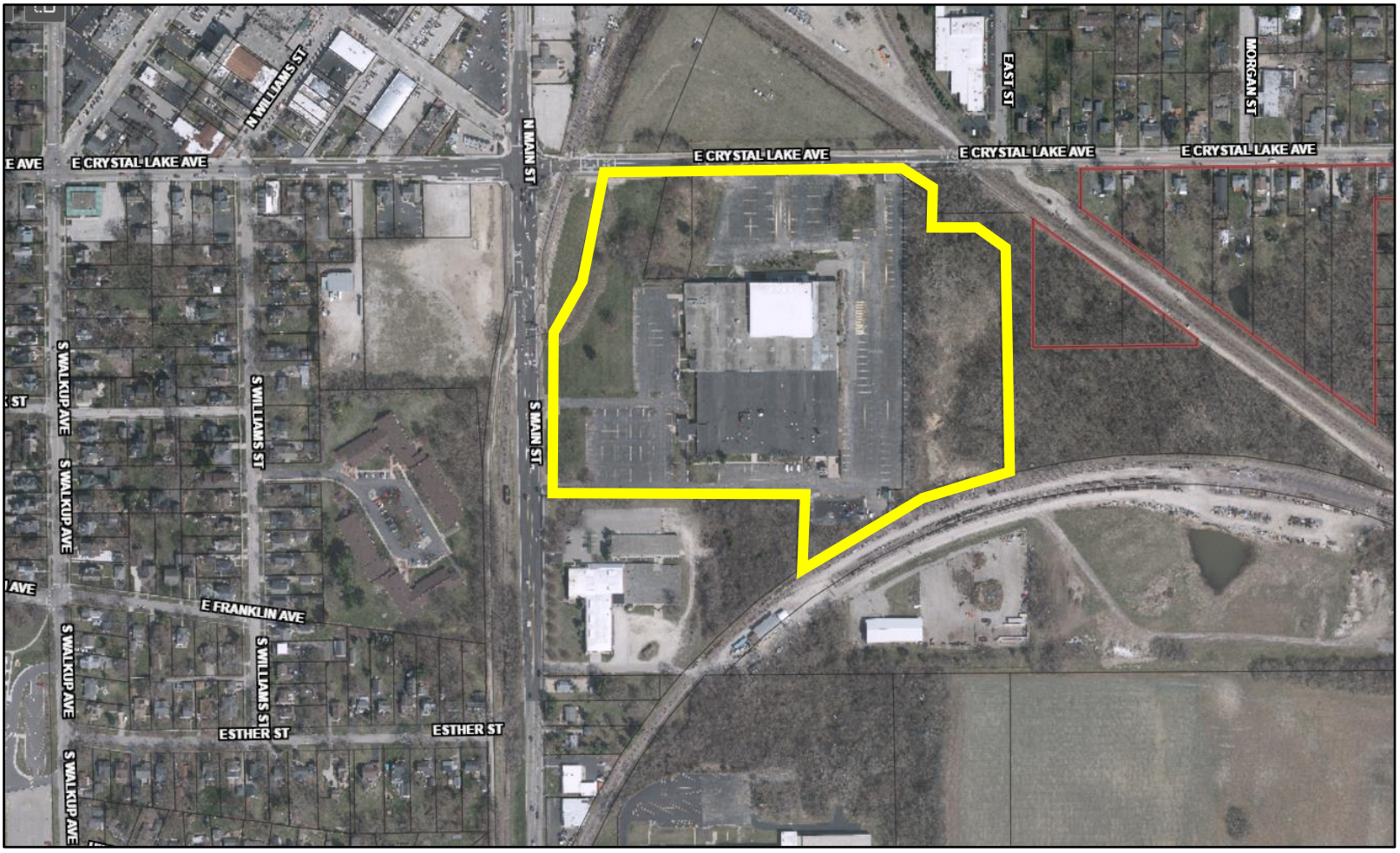
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2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.

3. All conditions from the original PUD Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.

4. The Petitioner shall address all of the review comments and requirements of the Community Development.

PIQ Map
100 S. Main Street



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AMENDMENT AND VARIATION FOR WILLOW CREEK COMMUNITY CHURCH AT 100 S. MAIN STREET

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-042) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement for Willow Creek Community Church at 100 S. Main Street; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on April 14, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on May 3, 2023 and July 19, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit Amendment and Variation; and

WHEREAS, on July 19, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Special Use Permit Amendment and Variation be approved, as documented in the minutes, and

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

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

Section I: That a Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement for Willow Creek Community Church at 100 S. Main Street 19-04-101-017), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:

Draft

A. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)
B. Sign Plans (IC Signs & Graphics, dated 06/21/2023, received 07/10/2023)

2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.
3. All conditions from the original PUD Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.
4. The Petitioner shall address all of the review comments and requirements of the Community Development.

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Special Use Permit Amendment and 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 1st day of August, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: August 1, 2023
Approved: August 1, 2023

Draft

#2023-42
Special Use Permit Amendment and Variation for Willow Creek Community Church Freestanding Sign
Project Review for Planning and Zoning Commission

Meeting Date:	**July 19, 2023 (Referred back to PZC by City Council on May 16, 2023)**
Zoning Requests:	Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement.
Location:	100 S. Main Street
Size:	Approximately 25 acres / 193,000 square-foot building
Existing Zoning:	M Manufacturing
Surrounding Properties:	North: M Manufacturing and B-4 Mixed-Use Business South: M PUD Manufacturing and E Estate East: M Manufacturing, McHenry County "A1" Agriculture and "R1" Single-Family Residential, and Metra Union Pacific Northwest (UP-NW) Train Line West: B-4 Mixed Use Business and R-3B PUD Multi-Family Residential
Staff Contact:	Katie Rivard (815.356.3612)

Background:

- **On May 16, 2023, City Council referred this petition back to PZC to reduce the sign area to 36 square feet.**
- **The sign area has been reduced to 34.33 square feet.**
- **The height of the sign will be increased from 7.5 feet to 8 feet. Religious establishments are allowed one sign up to 8 feet in height. The overall height includes an 18-inch high landscaping berm, which was reduced from 30 inches.**

Existing Sign vs. Revised Sign Request:

EXISTING	REVISED REQUEST
	
35.5 square feet **6.25 feet tall**	**34.33 square feet** **8 feet tall**

Initial Sign Request vs. Revised Sign Request:

INITIAL REQUEST	REVISED REQUEST
	
49.8 square feet **7.5 feet tall**	**34.33 square feet** **8 feet tall**

- Existing Use: The existing use is the Willow Creek Community Church.
- Development History:
  - In 2016, Willow Creek Community Church received a Special Use Permit to allow their operation as a religious establishment at the subject property.

Development Analysis:

General:

- Request: Special Use Permit Amendment and variation to allow a new freestanding sign that exceeds the square footage requirement.

- Land Use: The Comprehensive Land Use map shows the area as Mixed-Use. A religious establishment use fits within the live, work, play goals for Mixed-Use.
- Zoning: The site is zoned M Manufacturing. Religious establishments are allowed per Special Use Permit.

Request Overview:

- Willow Creek has an existing freestanding sign located near their Main Street entrance. Willow Creek is seeking to replace the existing sign with a new, larger freestanding sign to display their new logo and updated information.

EXISTING	**INITIAL REQUEST**
	
35.5 square feet **6.25 feet tall**	**49.8 square feet** **7.5 feet tall**

- ~~The proposed freestanding sign is approximately 49.8 square feet in sign area and 7.5 feet in height. The overall height includes the 30-inch high berm.~~ **Note: this was the initial request for the proposed freestanding sign.**
- Per the UDO, the height of a sign shall be measured from normal grade at the base of the sign to the highest point of the sign support structure, sign embellishment or sign copy, whichever is highest.
- Religious establishments are allowed one freestanding sign up to 32 square feet in sign area and 8 feet in height. Per Special Use Permit Ordinance #7212, Condition #2 requires that all signage meet the requirements of the UDO.
- All permanent freestanding signs are required to have one square foot of landscape area per one square foot of sign area around the base of the sign. At least 50% of the landscape area must be a mix of small deciduous trees, medium evergreen trees, ornamental trees and shrubs. The remaining area shall consistent of annual and perennial flowers and ground cover.

Findings of Fact:

SPECIAL USE PERMIT AMENDMENT
The petitioner is requesting approval of an amendment to a Special Use Permit to allow a new freestanding sign that exceeds the square footage requirements. A Special Use requires separate review because of the potential to impact surrounding properties and the orderly development of the City.

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

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

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

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

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

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

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

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

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

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

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

ZONING ORDINANCE VARIATIONS
The petitioner is requesting a variation from Article 4 to allow a freestanding sign that exceeds the square footage requirement.

The Unified Development Ordinance lists specific standards for the review and approval of a variation. The granting of a variation rests upon the applicant proving practical difficulty or hardship caused by the Ordinance requirements as they relate to the property.

To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

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

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)
   B. Sign Plans (IC Signs & Graphics, dated 06/21/2023, received 07/10/2023)

2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.

3. All conditions from the original PUD Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.

4. The Petitioner shall address all of the review comments and requirements of the Community Development.

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

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

Owner Information

Name: Crystal Lake Main Street, LLC

Address: 67 Algonquin Rd, South Barrington, IL 60010

Phone: 847-765-5000

E-mail: matt.sundstedt@willowcreek.org

Project Name & Description: Installation of new sign on property. New signage is needed to display our new logo and updated information.

Project Address/Location: 100 S. Main Street, Crystal Lake, IL 60012

Signature

Matt Sundstedt — 3/7/2023

Owner: Print and Sign name — Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JULY 19, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:03 p.m.

CALL TO ORDER

On roll call, members, Greenman, Gronow, Skluzacek, Teetsov and Repholz were present.

Kathryn Cowlin, Director of Community Development, Liz Maxwell, City Planner, Katie Rivard, Assistant City Planner and Abby Wilgreen, City Engineer, were present from Staff. Special Legal Counsel Victor Filippini was also present telephonically.

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

APPROVE MINUTES OF THE JUNE 21, 2023 PLANNING AND ZONING COMMISSION MEETING

Mr. Skluzacek moved to approve the minutes from the June 21, 2023 regular Planning and Zoning Commission meeting. Mr. Gronow seconded the motion. On voice vote, members Skluzacek, Gronow, Teetsov and Greenman voted aye, Ms. Repholz abstained. Motion passed.

2023-42 – 100 S. MAIN STREET – SPECIAL USE PERMIT AMENDMENT AND VARIATION

Special Use Permit Amendment to allow a new freestanding sign with a variation from the maximum square footage for sign area.

Nicole Burt, Willow Creek Church and Cory Hock, IC Signs, were present to represent the petition. Ms. Burt stated they adjusted the sign area to less than 36 square feet per the direction of City Council. They are okay with the recommended conditions.

Mr. Greenman opened the public hearing. There being no one who wished to speak, Mr. Greenman closed the public hearing and turned it over to the Commission.

Ms. Rivard summarized the request noting the existing sign and initial proposed sign versus the proposed sign. Willow Creek has reduced the sign area to meet City Council's request.

Mr. Gronow stated they appear to be in compliance.

Mr. Skluzacek thought the petitioners did a great job.

Ms. Repholz was in support of the revised sign plan. She noted she is disappointed the initial sign request was not approved.

Ms. Teetsov thanked the petitioner for the revisions.

Mr. Greenman thanked the petitioners as well.

Mr. Gronow made a motion to approve 2023-42, the Special Use Permit Amendment to allow a new freestanding sign with a variation from the maximum square footage for sign area with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
    A. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)
    B. Sign Plans (IC Signs & Graphics, dated 06/21/2023, received 07/10/2023.
2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.
3. All conditions from the original PUD Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.
4. The Petitioner shall address all of the review comments and requirements of the Community Development.

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

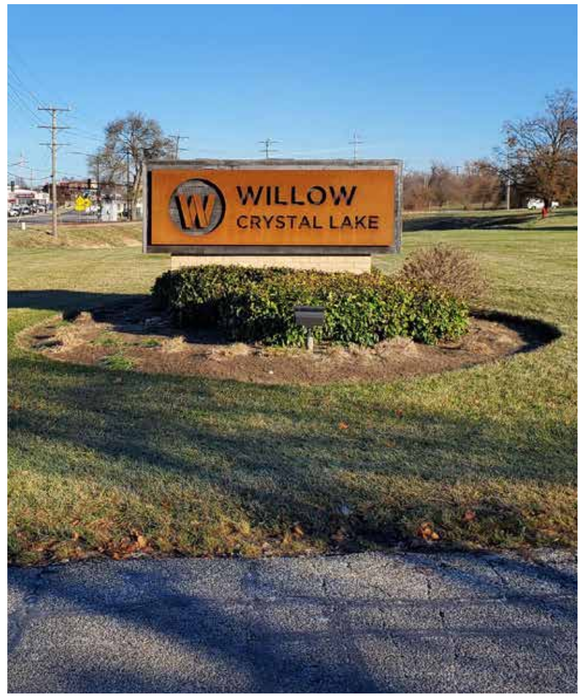
Client Signature Approval | Client Print Name | Date

☐ **Artwork is APPROVED Proceed with order**

☐ **Make Changes & send NEW Proof**

☐ **Make Changes & Proceed with order**





Current sign is:
10ft W x 3.5ft H



Example Lit / Build Style

"creek, crystal lake"



"Community church"

Willow = Example Lighting Style



Per Code Allowed 35 sq ft matching old sign

IC Signs & Graphics
"Your Eye For Creative Sign Solutions"

417 Sheridan Rd.
Highwood, IL 60040
O: 708-669-7177 C: 630-313-0286
E: Cory@icsignsinc.com
W: www.icsignsinc.com

CELEBRATING 10 YEARS ANNIVERSARY

Colors depicted on this drawing are printed simulations to assist in visualizing the design. They do not accurately reflect the actual colors specified.

This design is the exclusive property of IC Signs & Graphics Inc., and is the result of the original and creative work of its employees. This drawing is submitted to the respective customer for the sole purpose of consideration of whether or not to purchase this design, or a sign manufactured to this design from IC Signs & Graphics Inc. Distribution, use of, or exhibition of this drawing to anyone outside customers organization, in order to secure quotation, design work, or purchase of a sign either to this design or similar to this design, is expressly forbidden. In the event that such distribution, use or exhibition occurs, IC Signs & Graphics Inc. is to be compensated $1,000.00 for time, effort and creative service entailed in creating these plans, as well as any and all legal fees and expenses to enforce its rights.

Job Name: Willow CL	Contact: Matt	
Location: Crystal Lake IL		
Date: 6-21-23	Manufacturer: IC Signs & Graphics Inc. Underwriters Laboratories	Sales Person: CLH
Design By: CLH		Drawing #: VER 4 per code


willow
CREEK
COMMUNITY CHURCH
CRYSTAL LAKE


willow
CREEK
COMMUNITY CHURCH
CRYSTAL LAKE


willow
CREEK
COMMUNITY CHURCH
CRYSTAL LAKE

ALTA/ACSM LAND TITLE SURVEY

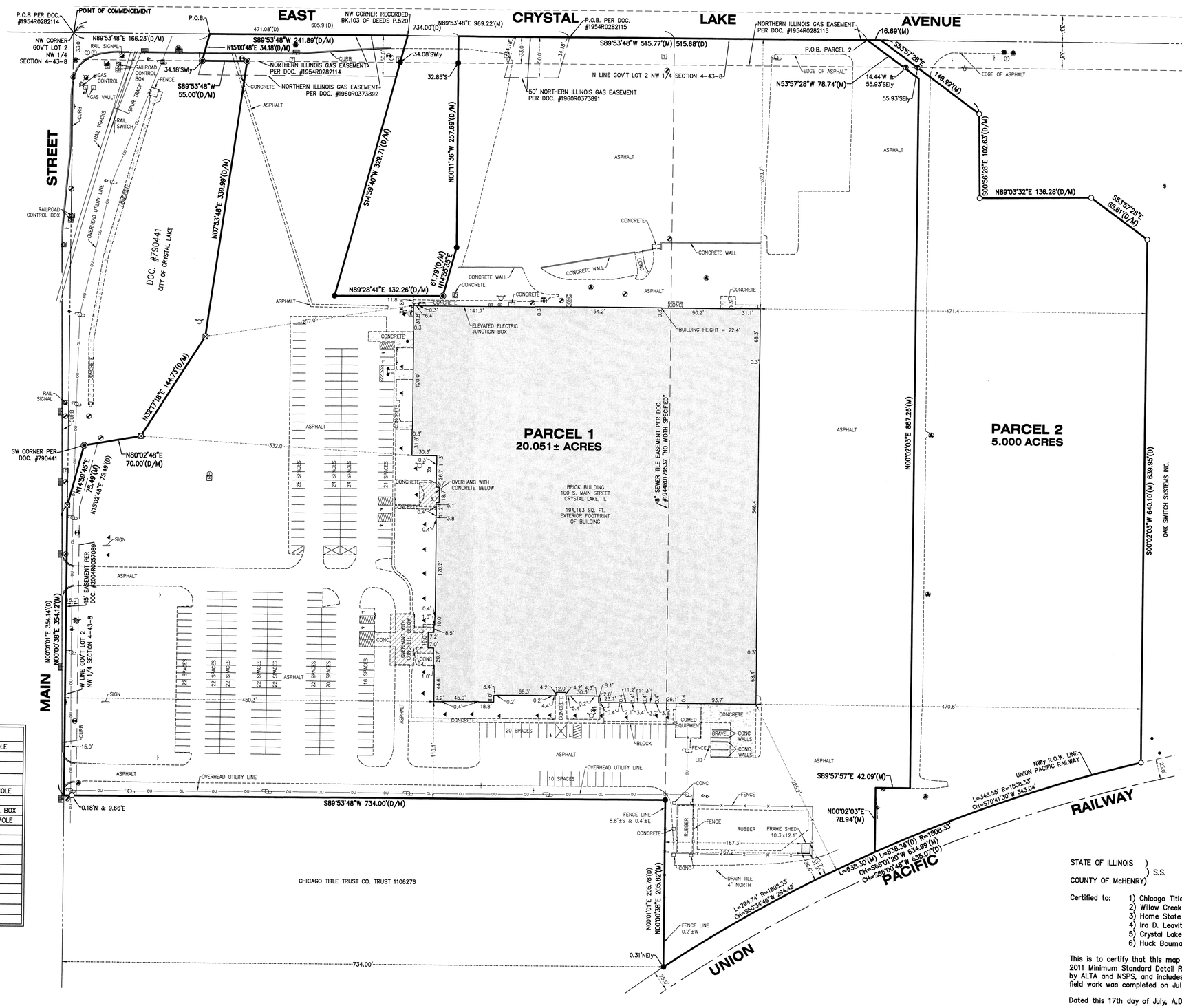
VSEI
Vanderstappen Surveying & Engineering, Incorporated
1316 North Madison Street, Woodstock, Illinois
(815) 337-8310 www.vandersinc.com

SURVEYOR'S NOTES

1. The legal description and utility easements shown hereon have been provided by Chicago Title Insurance Company, Commitment policy #15NW7117194NS Revision #5 dated May 23, 2016 and policy #16NW7120204NS Revision #1. The title information shown hereon is exclusively that provided to the Surveyor by the Title Insurer or the client. The Surveyor does not warrant the exact location of the Utility Easements shown hereon, but does state that they are located as accurately as possible from the information provided.
2. Based on Flood Insurance Rate Map, Panel No. 17111C0327J, dated November 16, 2006, the subject property lies within Zone "X", areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
3. Distances are marked in feet and decimal places thereof, no dimension shall be assumed by scale measurement hereon. Distances and/or bearings shown with a "D" in parenthesis (D) are record or deed values, not field measured.
4. Compare this plat, legal description and all survey monuments before building, and immediately report any discrepancies to the surveyor.
5. The location of the property lines shown on the face of this plat are based on the legal description contained in the title commitment and shown hereon. This information has been furnished by the client and compared to record deeds to check for gaps and /or overlaps. However, this survey may not reflect historical matters of title and ownership that have not been disclosed by the title commitment.
6. Only the improvements which were visible from above ground at time of survey and through a normal search and walk through of the site are shown on the face of this plat. Lawn sprinkler systems, if any, are not shown on this survey.
7. Manholes, inlets and other utility rims or grates shown hereon are from field location of such, and only represent such utility improvements which are visible from above ground survey at the time of survey, through a normal search and walk through of the site. The labeling of these manholes (sanitary, water, etc) are based solely on the 'stamped' markings on the rim. No underground observations have been made to verify the actual use or existence of underground utilities.
8. Surface indications of utilities on the surveyed parcel have been shown. Underground and offsite observations have not been made to determine the extent of utilities serving or existing on the property, public and/or private records have not been searched to provide additional information. Overhead wires and poles (if any) have been shown, however their function and dimensions have not been shown.
9. This survey may not reflect all utilities or improvements, if such items are hidden by landscaping, or are covered by such items as dumpsters or trailers or when the site was covered with snow. At the time of survey, the site was not covered by snow.
10. Other than visible observations noted hereon, this survey makes no statement regarding the actual presence or absence of any service or utility line. Controlled underground exploratory effort together with 'JULIE' markings is recommended to determine the full extent of underground service and utility lines. Contact J.U.L.I.E. at 1-800-892-0123.
11. Restrictions that may be found in local buildings and/or zoning codes have not been shown. Height and bulk restrictions (if any) have not been shown. Only those setback restrictions shown on the recorded subdivision plat or in the title commitment have been shown.
12. The surveyed property is Zoned M based on the Village of Crystal Lake, Illinois website . Plottable restrictions from said Zoning District have not been shown. (Pertains to Table A, Item 6).
13. There is a total of 295 striped parking spaces for cars, including 8 of which are marked handicapped and 0 of which are for motorcycles. (Pertains to Table A, Item 9).
14. The title commitment referenced in note #1 does not indicate any recorded dedication for Crystal Lake Avenue. The location of the center of the road is only and opinion and is based on a 66' right-of-way using the centerline as traveled. Net areas were calculated using this information and removing any area located within the prescriptive right-of-ways.
15. The right-of-way of Main Street could not be determined from documentation provided by client, research of county records or contact with Village of Crystal Lake and is therefor not shown on the annexed plat.

LEGEND

•	BOLLARD	ⓢ	SANITARY MANHOLE
◉	CATCH BASIN	◉	SET IRON BAR
⊙	CLEAN OUT	⊦	SIGN
▬	CURB INLET	◉	STORM MANHOLE
⊷	DOWN GUY	ⓣ	TELEPHONE MANHOLE
ⓔ	ELECTRIC METER	ⓣ	TELEPHONE RISER
⊠	ELECTRIC OUTLET	⊠	TRAFFIC CONTROL BOX
◪	ELECTRIC RISER	⊠	TRAFFIC SIGNAL POLE
⊶	FIRE CONNECTION	⊠	TRANSFORMER
⊶	FIRE HYDRANT	⊠	TV RISER
▷	FLARED END SECTION	○	UTILITY POLE
●	FOUND IRON BAR	⊖	VALVE VAULT
○	FOUND IRON PIPE	⊎	WATER SHUT-OFF
⊠	FOUND MONUMENT	⊼	WATER VALVE
⊛	FOUND RR SPIKE	◀	YARD LIGHT
⊼	GAS VALVE	(D)	DEED
⊘	MANHOLE	(R)	RECORD
⊕	MONITORING WELL	(M)	MEASURE



PARCEL 1:
That part of Government Lot 2 of the Northwest Quarter of Section 4, Township 43 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 53 minutes 48 seconds East, 166.23 feet along the North line of said Northwest Quarter for a Place of Beginning; thence continuing North 89 degrees 53 minutes 48 seconds East, 241.89 feet along said North line to the Northwest corner of lands described in Book 103 of Deeds, page 520, as monumented and as recorded in McHenry County, Illinois; thence South 14 degrees 59 minutes 40 seconds West, 329.71 feet along the West line of said lands to the Southwest corner of said lands; thence North 89 degrees 28 minutes 41 seconds East, 132.26 feet along the South line of said lands to the Southeast corner of said lands; thence North 14 degrees 55 minutes 35 seconds East, 61.79 feet along the East line of said lands; thence North 0 degrees 11 minutes 36 seconds West, 257.69 feet to a point on said North line of the Northwest Quarter; thence North 89 degrees 53 minutes 48 seconds East, 515.68 feet along said North line; thence South 53 degrees 57 minutes 28 seconds East, 149.99 feet; thence South 0 degrees 56 minutes 28 seconds East, 102.63 feet; thence North 89 degrees 03 minutes 32 seconds East, 136.28 feet; thence South 53 degrees 57 minutes 28 seconds East, 85.61 feet; thence South 0 degrees 02 minutes 03 seconds West, 639.95 feet to the Point of Intersection with the Northwesterly right-of-way line of the Union Pacific Railway "Y" Connection Spur Line; thence Southwesterly along said Northwesterly right-of-way line, being along a non-tangential curve, having a radius of 1808.33 feet as said curve is convexed to the Northwest, for an arc distance of 638.36 feet (said curve having a chord bearing of South 66 degrees 00 minutes 48 seconds West and a chord distance of 635.07 feet) to a Point of Intersection with the East line of the West 734.00 feet of said Northwest Quarter; thence North 00 degrees 01 minutes 01 seconds East, 205.78 feet along said East line of the West 734.00 feet; thence South 89 degrees 53 minutes 48 seconds West, 734.00 feet to a point on the West line of said Northwest Quarter; thence North 0 degrees 01 minutes 01 seconds East, 354.14 feet along said West line; thence North 15 degrees 02 minutes 48 seconds East, 75.49 feet to the Southwest corner of lands described in Document Number 790441, as recorded February 22, 1980 in McHenry County, Illinois; thence North 80 degrees 02 minutes 48 seconds East, 70.00 feet along the South line of said lands to the Southeast corner of said lands; thence North 32 degrees 17 minutes 18 seconds East, 144.73 feet along the Easterly line of said lands; thence North 7 degrees 53 minutes 48 seconds East, 339.99 feet along said Easterly line to the Northeast corner of said lands; thence South 89 degrees 53 minutes 48 seconds West, 55.00 feet along the North line of said lands; thence North 15 degrees 00 minutes 48 seconds East, 34.18 feet to the Place of Beginning, (excepting therefrom that part being described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 53 minutes 48 seconds East, 969.22 feet along the North line of said Northwest Quarter to the Place of Beginning; thence continuing North 89 deg 53 min 48 seconds East along said North line, 16.69 feet; thence South 53 degrees 57 minutes 28 seconds East, 149.99 feet; thence South 0 degrees 56 minutes 28 seconds East, 102.63 feet; thence North 89 degrees 03 minutes 32 seconds East, 136.28 feet; thence South 53 degrees 57 minutes 28 seconds East, 85.61 feet; thence South 0 degrees 02 minutes 03 seconds West, 639.95 feet to the Point of Intersection with the Northwesterly right-of-way line of the Union Pacific Railway "Y" Connection Spur Line; thence Southwesterly along said Northwesterly right-of-way line, being along a non-tangential curve, having a radius of 1808.33 feet as said curve is convexed to the Northwest, for an arc distance of 343.55 feet (said curve having a chord bearing of South 70 degrees 41 minutes 30 seconds West and a chord distance of 343.04 feet); thence North 00 degrees 02 minutes 03 seconds East, 867.26 feet; thence North 53 degrees 57 minutes 28 seconds West, 78.74 feet to the Place of Beginning) in McHenry County, Illinois.

PARCEL 2:
Part of Government Lot 2 of the Northwest Quarter of Section 4, Township 43 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 53 minutes 48 seconds East, 969.22 feet along the North line of said Northwest Quarter to the Place of Beginning; thence continuing North 89 deg 53 min 48 seconds East along said North line, 16.69 feet; thence South 53 degrees 57 minutes 28 seconds East, 149.99 feet; thence South 0 degrees 56 minutes 28 seconds East, 102.63 feet; thence North 89 degrees 03 minutes 32 seconds East, 136.28 feet; thence South 53 degrees 57 minutes 28 seconds East, 85.61 feet; thence South 0 degrees 02 minutes 03 seconds West, 639.95 feet to the Point of Intersection with the Northwesterly right-of-way line of the Union Pacific Railway "Y" Connection Spur Line; thence Southwesterly along said Northwesterly right-of-way line, being along a non-tangential curve, having a radius of 1808.33 feet as said curve is convexed to the Northwest, for an arc distance of 343.55 feet (said curve having a chord bearing of South 70 degrees 41 minutes 30 seconds West and a chord distance of 343.04 feet); thence North 00 degrees 02 ml 03 seconds East, 78.94 feet; thence South 89 degrees 57 minutes 57 seconds East 42.09 feet; thence North 00 degrees 02 minutes 03 seconds East, 867.26 feet; thence North 53 degrees 57 minutes 28 seconds West, 78.74 feet to the Place of Beginning, in McHenry County, Illinois.

CLIENT: ZUKOWSKI, RODGERS, FLOOD & McARDLE
DRAWN BY: MCM CHECKED BY: WJV
SCALE: 1"=60' SEC. 4 T. 43 R. 8 E.
BASIS OF BEARING: ASSUMED
P.I.N.: 19-04-101-002,019-04-101-016
JOB NO.: 150407 I.D. ALT
FIELDWORK COMP.: 7-8-15 BK.___ PG.___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 140768

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

Certified to:
1) Chicago Title Insurance Company
2) Willow Creek Community Church Inc.
3) Home State Bank
4) Ira D. Leavitt, Ltd
5) Crystal Lake Main Street, LLC
6) Huck Bouma, P.C.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 7a, 7b, 7c, 8, 9, 11a, 13, 14 & 16 of Table A thereof. The field work was completed on July 8th, 2015.

Dated this 17th day of July, A.D., 2015.

VANDERSTAPPEN SURVEYING & ENGINEERING, INC.
Design Firm No. 184-002792

WILLIAM J. VANDERSTAPPEN, 035-002709 (seal)
PROFESSIONAL LAND SURVEYOR

REVISED: 6-8-16 Legal description & boundary change - SES
REVISED: 5-24-16 Per email request 5-24-16, updated title and certifications - SES
REVISED: 4-29-16 Legal description & boundary change - SES
REVISED: 8-17-15 Add additional area information, Zoning definition note #12 and add note #15 MCM

#2023-42
Special Use Permit Amendment and Variation for Willow Creek Community Church Freestanding Sign
Project Review for Planning and Zoning Commission

Meeting Date:	May 3, 2023
Zoning Requests:	Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement.
Location:	100 S. Main Street
Size:	Approximately 25 acres / 193,000 square-foot building
Existing Zoning:	M Manufacturing
Surrounding Properties:	North: M Manufacturing and B-4 Mixed-Use Business South: M PUD Manufacturing and E Estate East: M Manufacturing, McHenry County "A1" Agriculture and "R1" Single-Family Residential, and Metra Union Pacific Northwest (UP-NW) Train Line West: B-4 Mixed Use Business and R-3B PUD Multi-Family Residential
Staff Contact:	Katie Rivard (815.356.3612)

Background:

- Existing Use: The existing use is the Willow Creek Community Church.
- Development History:
    - In 2016, Willow Creek Community Church received a Special Use Permit to allow their operation as a religious establishment at the subject property.

Development Analysis:

General:

- Request: Special Use Permit Amendment and variation to allow a new freestanding sign that exceeds the square footage requirement.
- Land Use: The Comprehensive Land Use map shows the area as Mixed-Use. A religious establishment use fits within the live, work, play goals for Mixed-Use.
- Zoning: The site is zoned M Manufacturing. Religious establishments are allowed per Special Use Permit.

Request Overview:

- Willow Creek has an existing freestanding sign located near their Main Street entrance. Willow Creek is seeking to replace the existing sign with a new, larger freestanding sign to display their new logo and updated information.

EXISTING	**PROPOSED**
	
35.5 square feet **6.25 feet tall**	**49.8 square feet** **7.5 feet tall**

- The proposed freestanding sign is approximately 49.8 square feet in sign area and 7.5 feet in height. The overall height includes the 30-inch high berm.
- Per the UDO, the height of a sign shall be measured from normal grade at the base of the sign to the highest point of the sign support structure, sign embellishment or sign copy, whichever is highest.
- Religious establishments are allowed one freestanding sign up to 32 square feet in sign area and 8 feet in height. Per Special Use Permit Ordinance #7212, Condition #2 requires that all signage meet the requirements of the UDO.

- All permanent freestanding signs are required to have one square foot of landscape area per one square foot of sign area around the base of the sign. At least 50% of the landscape area must be a mix of small deciduous trees, medium evergreen trees, ornamental trees and shrubs. The remaining area shall consistent of annual and perennial flowers and ground cover.

Findings of Fact:

SPECIAL USE PERMIT AMENDMENT
The petitioner is requesting approval of an amendment to a Special Use Permit to allow a new freestanding sign that exceeds the square footage requirements. A Special Use requires separate review because of the potential to impact surrounding properties and the orderly development of the City.

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

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

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

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

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

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

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

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

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

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

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

ZONING ORDINANCE VARIATIONS
The petitioner is requesting a variation from Article 4 to allow a freestanding sign that exceeds the square footage requirement.

The Unified Development Ordinance lists specific standards for the review and approval of a variation. The granting of a variation rests upon the applicant proving practical difficulty or hardship caused by the Ordinance requirements as they relate to the property.

To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

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

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

   ☐ *Meets* ☐ *Does not meet*

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

   ☐ *Meets* ☐ *Does not meet*

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

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

   ☐ *Meets* ☐ *Does not meet*

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

☐ *Meets* ☐ *Does not meet*

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

☐ *Meets* ☐ *Does not meet*

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

☐ *Meets* ☐ *Does not meet*

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

Recommended Conditions:

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

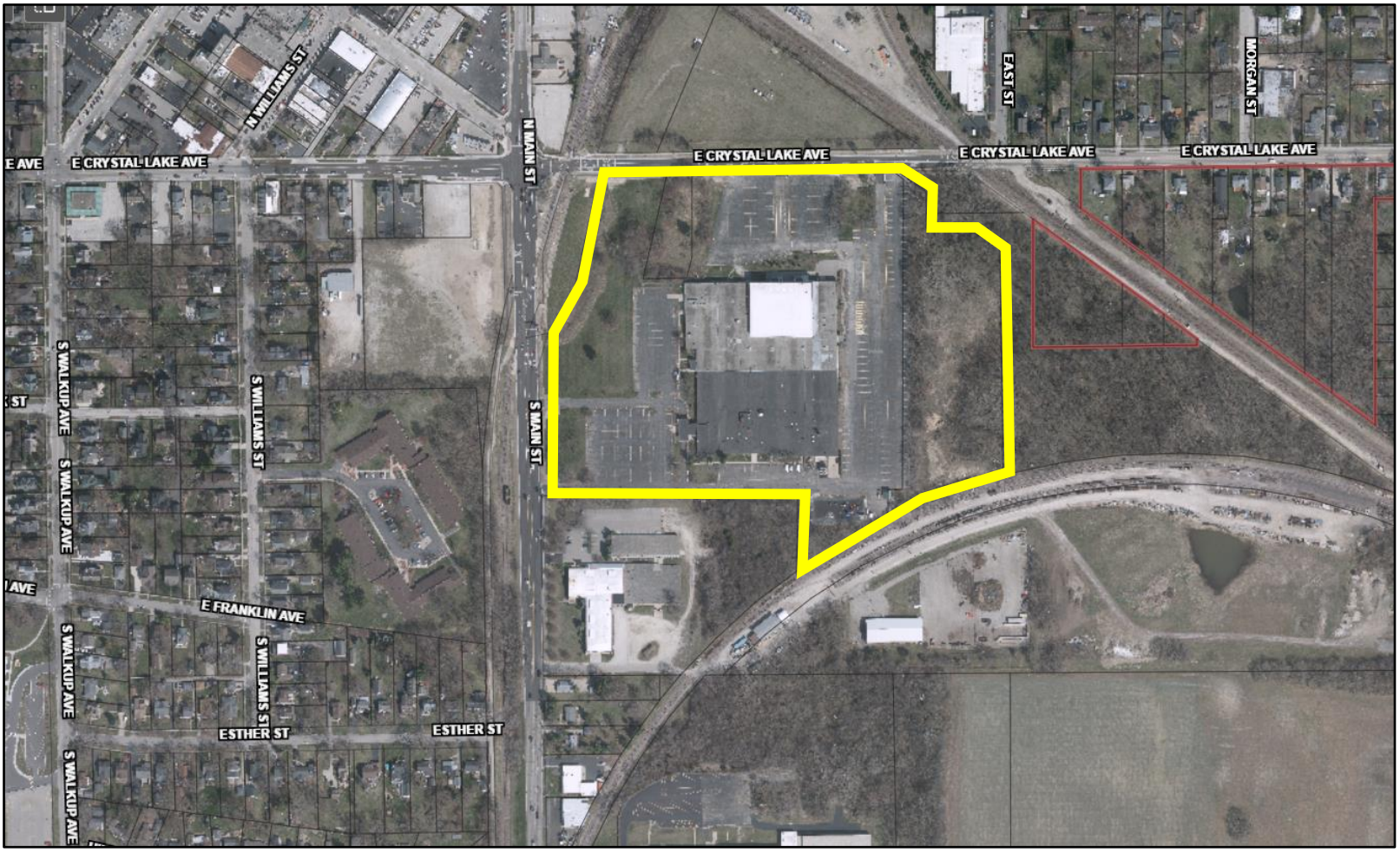
1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)
   B. Sign Plans (IC Signs & Graphics, dated 02/08/2023, received 03/10/2023)

2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.

3. All conditions from the original PUD Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.

4. The Petitioner shall address all of the review comments and requirements of the Community Development.

PIQ Map
100 S. Main Street



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

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

Owner Information

Name: Crystal Lake Main Street, LLC

Address: 67 Algonquin Rd, South Barrington, IL 60010

Phone: 847-765-5000

E-mail: matt.sundstedt@willowcreek.org

Project Name & Description: Installation of new sign on property. New signage is needed to display our new logo and updated information.

Project Address/Location: 100 S. Main Street, Crystal Lake, IL 60012

Signature

Matt Sundstedt — 3/7/2023

Owner: Print and Sign name — Date

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

Northwest Herald

NORTHWEST HERALD

Publication Name:
Northwest Herald

Publication URL:
www.nwherald.com

Publication City and State:
Crystal Lake, IL

Publication County:
McHenry

Notice Popular Keyword Category:

Notice Keywords:
willow creek

Notice Authentication Number:
202304170923115738409
213731298

Notice URL:

Back

Notice Publish Date:
Friday, April 14, 2023

Notice Content

PUBLIC NOTICE BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS IN THE MATTER OF THE APPLICATION OF Willow Creek Community Church LEGAL NOTICE Notice is hereby given in compliance with the Unified Development Ordinance (UDO) of the City of Crystal Lake, Illinois, that a public hearing will be held before the Planning and Zoning Commission upon the application by Willow Creek Community Church (Crystal Lake Main Street, LLC, owner), for Special Use Permit Amendment relating to the property at 100 S. Main Street, Crystal Lake, Illinois 60014, PIN: 19-04-101-017. This application is filed for the purpose of seeking an amendment to an approved Special Use Permit to allow a new freestanding sign and any other changes or variations as presented at the hearing, pursuant to Article 4 and Article 9. Plans for this project can be viewed at the City of Crystal Lake Community Development Department at City Hall. A public hearing before the Planning and Zoning Commission on the request will be held at 7:00 p.m. on Wednesday, May 3, 2023, at the Crystal Lake City Hall, 100 West Woodstock Street, at which time and place any person determining to be heard may be present. Jeff Greenman, Chairperson Planning and Zoning Commission City of Crystal Lake (Published in the Northwest Herald April 14, 2023) 2070422

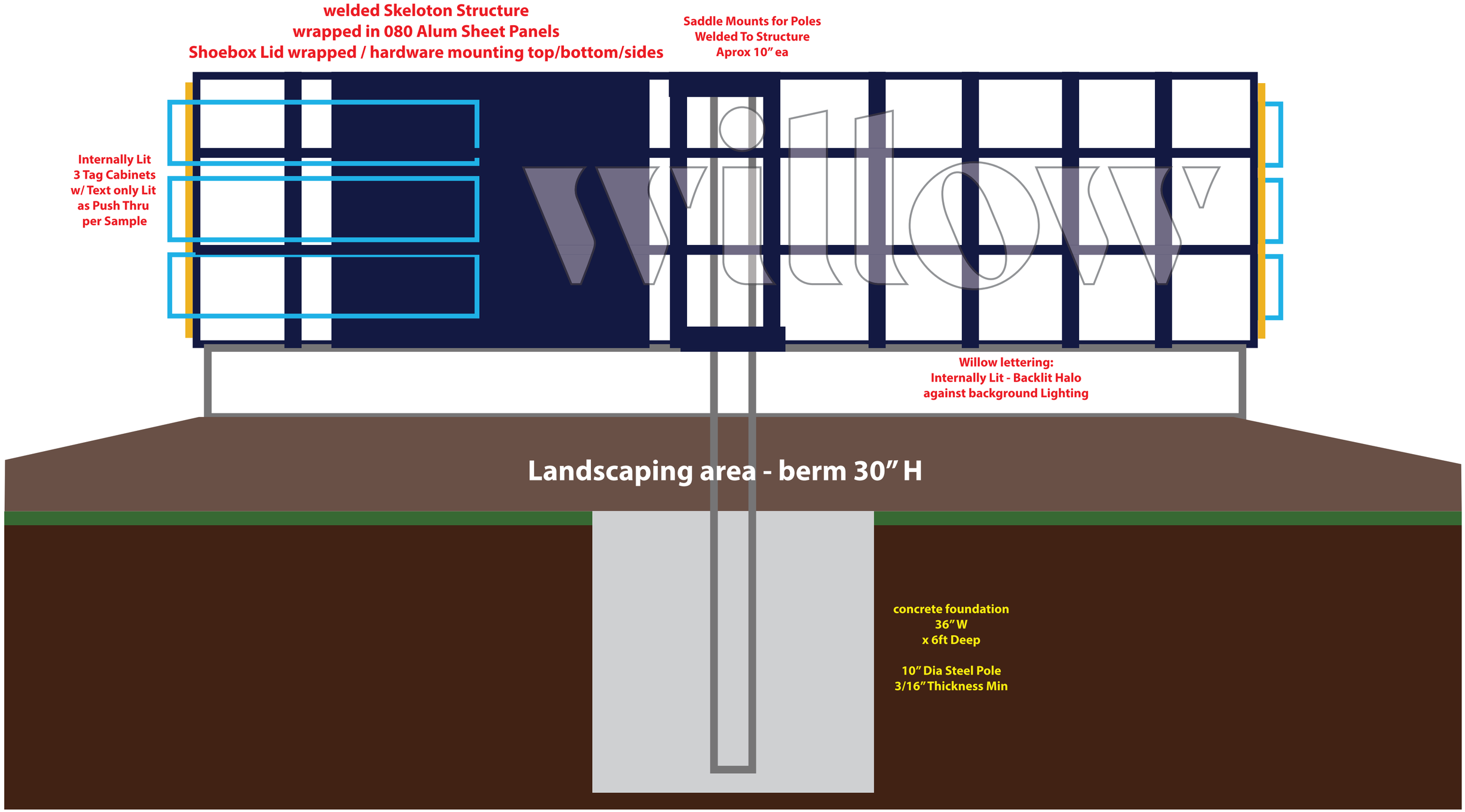
Back

Client Signature Approval | Client Print Name | Date

☐ **Artwork is APPROVED Proceed with order**

☐ **Make Changes & send NEW Proof**

☐ **Make Changes & Proceed with order**



Per Code Allowed 50 sq ft

IC Signs & Graphics
"Your Eye For Creative Sign Solutions"

417 Sheridan Rd.
Highwood, IL 60040
O: 708-669-7177 C: 630-313-0286
E: Cory@icsignsinc.com
W: www.icsignsinc.com

CELEBRATING 10 YEARS ANNIVERSARY

Colors depicted on this drawing are printed simulations to assist in visualizing the design. They do not accurately reflect the actual colors specified.

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Job Name: Willow CL		Contact: Matt
Location: Crystal Lake IL		
Date: 2-8-2023	Manufacturer: IC Signs & Graphics Inc. Underwriters Laboratories	Sales Person: CLH
Design By: CLH		Drawing #: FINAL Per Code

Client Signature Approval | Client Print Name | Date

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Location: Crystal Lake IL		
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Design By: CLH		Drawing #: FINAL Per Code

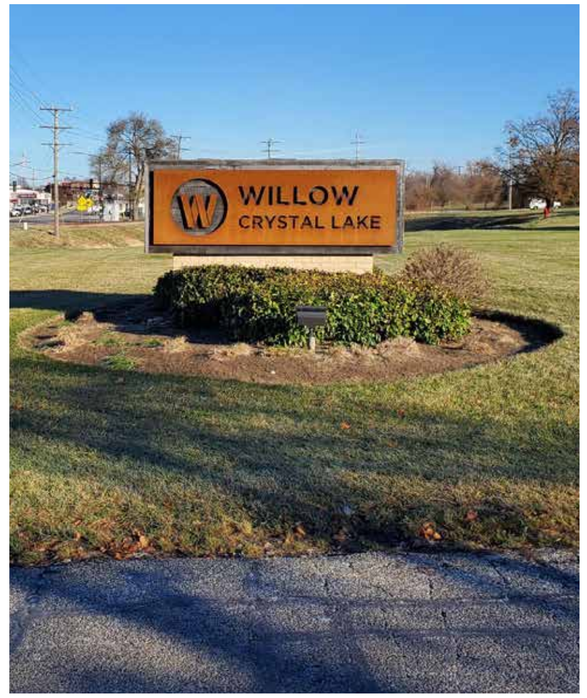
Client Signature Approval | Client Print Name | Date

☐ **Artwork is APPROVED Proceed with order**

☐ **Make Changes & send NEW Proof**

☐ **Make Changes & Proceed with order**





Current sign is:
10ft W x 3.5ft H



3 Listed Words



Willow = Example Lighting Style



Per Code Allowed 50 sq ft

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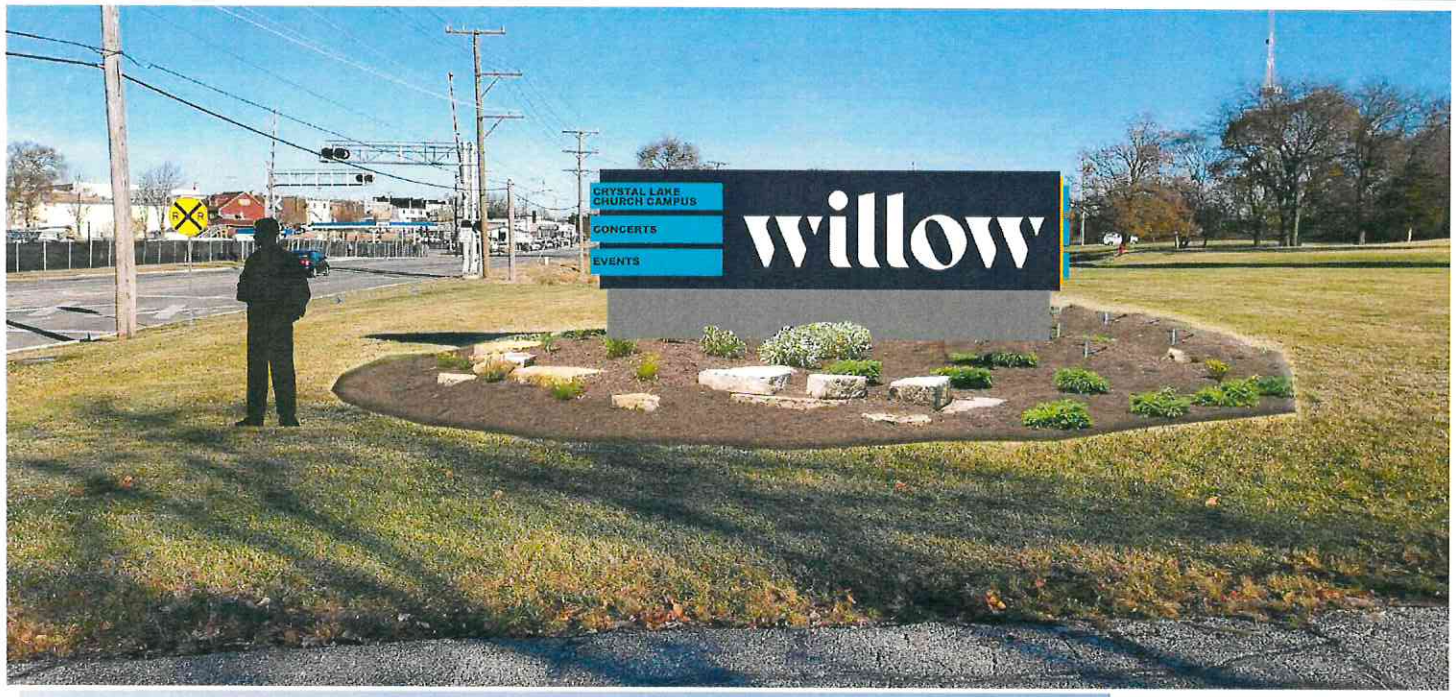
Job Name: Willow CL	Contact: Matt	
Location: Crystal Lake IL		
Date: 2-8-2023	Manufacturer: IC Signs & Graphics Inc. UL Underwriters Laboratories	Sales Person: CLH
Design By: CLH		Drawing #: FINAL Per Code

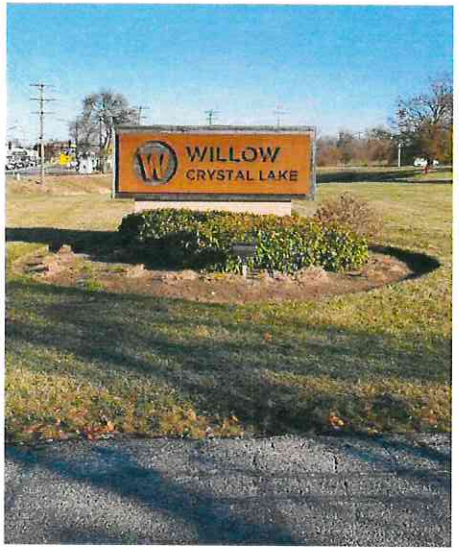
Client Signature Approval | Matt Sundstedt | 2/1/23 (Client Print Name / Date)

☑ Artwork is APPROVED Proceed with order

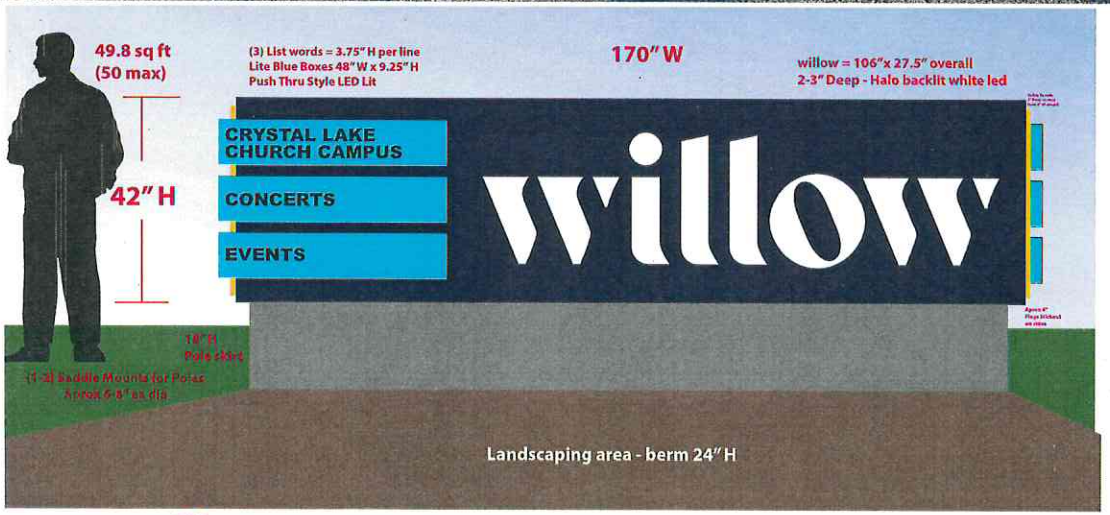
☐ Make Changes & send NEW Proof

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Job Name: Willow CL	Contact: Matt	
Location: Crystal Lake IL		
Date: 12-20-22	Manufacturer: IC Signs & Graphics Inc.	Sales Person: CLH
Design By: CLH	UL Underwriters Laboratories	Drawing #: VER 1 per code

ALTA/ACSM LAND TITLE SURVEY

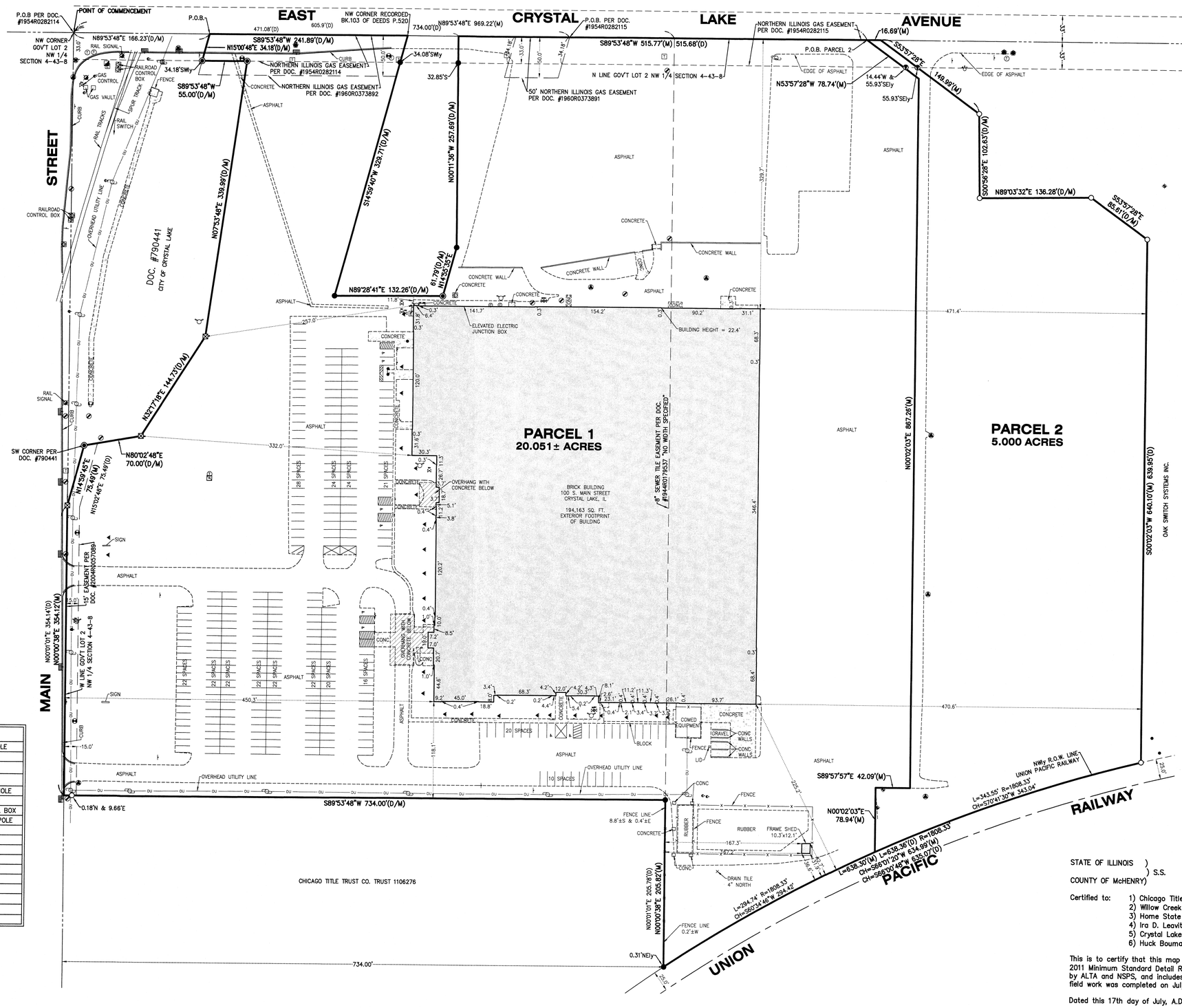
VSEI
Vanderstappen Surveying & Engineering, Incorporated
1316 North Madison Street, Woodstock, Illinois
(815) 337-8310 www.vandersinc.com

SURVEYOR'S NOTES

1. The legal description and utility easements shown hereon have been provided by Chicago Title Insurance Company, Commitment policy #15NW7117194NS Revision #5 dated May 23, 2016 and policy #16NW7120204NS Revision #1. The title information shown hereon is exclusively that provided to the Surveyor by the Title Insurer or the client. The Surveyor does not warrant the exact location of the Utility Easements shown hereon, but does state that they are located as accurately as possible from the information provided.
2. Based on Flood Insurance Rate Map, Panel No. 17111C0327J, dated November 16, 2006, the subject property lies within Zone "X", areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
3. Distances are marked in feet and decimal places thereof, no dimension shall be assumed by scale measurement hereon. Distances and/or bearings shown with a "D" in parenthesis (D) are record or deed values, not field measured.
4. Compare this plat, legal description and all survey monuments before building, and immediately report any discrepancies to the surveyor.
5. The location of the property lines shown on the face of this plat are based on the legal description contained in the title commitment and shown hereon. This information has been furnished by the client and compared to record deeds to check for gaps and /or overlaps. However, this survey may not reflect historical matters of title and ownership that have not been disclosed by the title commitment.
6. Only the improvements which were visible from above ground at time of survey and through a normal search and walk through of the site are shown on the face of this plat. Lawn sprinkler systems, if any, are not shown on this survey.
7. Manholes, inlets and other utility rims or grates shown hereon are from field location of such, and only represent such utility improvements which are visible from above ground survey at the time of survey, through a normal search and walk through of the site. The labeling of these manholes (sanitary, water, etc) are based solely on the 'stamped' markings on the rim. No underground observations have been made to verify the actual use or existence of underground utilities.
8. Surface indications of utilities on the surveyed parcel have been shown. Underground and offsite observations have not been made to determine the extent of utilities serving or existing on the property, public and/or private records have not been searched to provide additional information. Overhead wires and poles (if any) have been shown, however their function and dimensions have not been shown.
9. This survey may not reflect all utilities or improvements, if such items are hidden by landscaping, or are covered by such items as dumpsters or trailers or when the site was covered with snow. At the time of survey, the site was not covered by snow.
10. Other than visible observations noted hereon, this survey makes no statement regarding the actual presence or absence of any service or utility line. Controlled underground exploratory effort together with 'JULIE' markings is recommended to determine the full extent of underground service and utility lines. Contact J.U.L.I.E. at 1-800-892-0123.
11. Restrictions that may be found in local buildings and/or zoning codes have not been shown. Height and bulk restrictions (if any) have not been shown. Only those setback restrictions shown on the recorded subdivision plat or in the title commitment have been shown.
12. The surveyed property is Zoned M based on the Village of Crystal Lake, Illinois website . Plottable restrictions from said Zoning District have not been shown. (Pertains to Table A, Item 6).
13. There is a total of 295 striped parking spaces for cars, including 8 of which are marked handicapped and 0 of which are for motorcycles. (Pertains to Table A, Item 9).
14. The title commitment referenced in note #1 does not indicate any recorded dedication for Crystal Lake Avenue. The location of the center of the road is only and opinion and is based on a 66' right-of-way using the centerline as traveled. Net areas were calculated using this information and removing any area located within the prescriptive right-of-ways.
15. The right-of-way of Main Street could not be determined from documentation provided by client, research of county records or contact with Village of Crystal Lake and is therefor not shown on the annexed plat.

LEGEND

•	BOLLARD	ⓢ	SANITARY MANHOLE
◉	CATCH BASIN	◉	SET IRON BAR
⊙	CLEAN OUT	⊦	SIGN
▬	CURB INLET	◉	STORM MANHOLE
⊷	DOWN GUY	ⓣ	TELEPHONE MANHOLE
ⓔ	ELECTRIC METER	ⓣ	TELEPHONE RISER
⊠	ELECTRIC OUTLET	⊠	TRAFFIC CONTROL BOX
◪	ELECTRIC RISER	⊠	TRAFFIC SIGNAL POLE
⊶	FIRE CONNECTION	⊠	TRANSFORMER
⊶	FIRE HYDRANT	⊠	TV RISER
▷	FLARED END SECTION	○	UTILITY POLE
●	FOUND IRON BAR	⊖	VALVE VAULT
○	FOUND IRON PIPE	⊎	WATER SHUT-OFF
⊠	FOUND MONUMENT	⊼	WATER VALVE
⊛	FOUND RR SPIKE	◀	YARD LIGHT
⊼	GAS VALVE	(D)	DEED
⊘	MANHOLE	(R)	RECORD
⊕	MONITORING WELL	(M)	MEASURE



PARCEL 1:
That part of Government Lot 2 of the Northwest Quarter of Section 4, Township 43 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 53 minutes 48 seconds East, 166.23 feet along the North line of said Northwest Quarter for a Place of Beginning; thence continuing North 89 degrees 53 minutes 48 seconds East, 241.89 feet along said North line to the Northwest corner of lands described in Book 103 of Deeds, page 520, as monumented and as recorded in McHenry County, Illinois; thence South 14 degrees 59 minutes 40 seconds West, 329.71 feet along the West line of said lands to the Southwest corner of said lands; thence North 89 degrees 28 minutes 41 seconds East, 132.26 feet along the South line of said lands to the Southeast corner of said lands; thence North 14 degrees 55 minutes 35 seconds East, 61.79 feet along the East line of said lands; thence North 0 degrees 11 minutes 36 seconds West, 257.69 feet to a point on said North line of the Northwest Quarter; thence North 89 degrees 53 minutes 48 seconds East, 515.68 feet along said North line; thence South 53 degrees 57 minutes 28 seconds East, 149.99 feet; thence South 0 degrees 56 minutes 28 seconds East, 102.63 feet; thence North 89 degrees 03 minutes 32 seconds East, 136.28 feet; thence South 53 degrees 57 minutes 28 seconds East, 85.61 feet; thence South 0 degrees 02 minutes 03 seconds West, 639.95 feet to the Point of Intersection with the Northwesterly right-of-way line of the Union Pacific Railway "Y" Connection Spur Line; thence Southwesterly along said Northwesterly right-of-way line, being along a non-tangential curve, having a radius of 1808.33 feet as said curve is convexed to the Northwest, for an arc distance of 638.36 feet (said curve having a chord bearing of South 66 degrees 00 minutes 48 seconds West and a chord distance of 635.07 feet) to a Point of Intersection with the East line of the West 734.00 feet of said Northwest Quarter; thence North 00 degrees 01 minutes 01 seconds East, 205.78 feet along said East line of the West 734.00 feet; thence South 89 degrees 53 minutes 48 seconds West, 734.00 feet to a point on the West line of said Northwest Quarter; thence North 0 degrees 01 minutes 01 seconds East, 354.14 feet along said West line; thence North 15 degrees 02 minutes 48 seconds East, 75.49 feet to the Southwest corner of lands described in Document Number 790441, as recorded February 22, 1980 in McHenry County, Illinois; thence North 80 degrees 02 minutes 48 seconds East, 70.00 feet along the South line of said lands to the Southeast corner of said lands; thence North 32 degrees 17 minutes 18 seconds East, 144.73 feet along the Easterly line of said lands; thence North 7 degrees 53 minutes 48 seconds East, 339.99 feet along said Easterly line to the Northeast corner of said lands; thence South 89 degrees 53 minutes 48 seconds West, 55.00 feet along the North line of said lands; thence North 15 degrees 00 minutes 48 seconds East, 34.18 feet to the Place of Beginning, (excepting therefrom that part being described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 53 minutes 48 seconds East, 969.22 feet along the North line of said Northwest Quarter to the Place of Beginning; thence continuing North 89 deg 53 min 48 seconds East along said North line, 16.69 feet; thence South 53 degrees 57 minutes 28 seconds East, 149.99 feet; thence South 0 degrees 56 minutes 28 seconds East, 102.63 feet; thence North 89 degrees 03 minutes 32 seconds East, 136.28 feet; thence South 53 degrees 57 minutes 28 seconds East, 85.61 feet; thence South 0 degrees 02 minutes 03 seconds West, 639.95 feet to the Point of Intersection with the Northwesterly right-of-way line of the Union Pacific Railway "Y" Connection Spur Line; thence Southwesterly along said Northwesterly right-of-way line, being along a non-tangential curve, having a radius of 1808.33 feet as said curve is convexed to the Northwest, for an arc distance of 343.55 feet (said curve having a chord bearing of South 70 degrees 41 minutes 30 seconds West and a chord distance of 343.04 feet); thence North 00 degrees 02 minutes 03 seconds East, 867.26 feet; thence North 53 degrees 57 minutes 28 seconds West, 78.74 feet to the Place of Beginning) in McHenry County, Illinois.

PARCEL 2:
Part of Government Lot 2 of the Northwest Quarter of Section 4, Township 43 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence North 89 degrees 53 minutes 48 seconds East, 969.22 feet along the North line of said Northwest Quarter to the Place of Beginning; thence continuing North 89 deg 53 min 48 seconds East along said North line, 16.69 feet; thence South 53 degrees 57 minutes 28 seconds East, 149.99 feet; thence South 0 degrees 56 minutes 28 seconds East, 102.63 feet; thence North 89 degrees 03 minutes 32 seconds East, 136.28 feet; thence South 53 degrees 57 minutes 28 seconds East, 85.61 feet; thence South 0 degrees 02 minutes 03 seconds West, 639.95 feet to the Point of Intersection with the Northwesterly right-of-way line of the Union Pacific Railway "Y" Connection Spur Line; thence Southwesterly along said Northwesterly right-of-way line, being along a non-tangential curve, having a radius of 1808.33 feet as said curve is convexed to the Northwest, for an arc distance of 343.55 feet (said curve having a chord bearing of South 70 degrees 41 minutes 30 seconds West and a chord distance of 343.04 feet); thence North 00 degrees 02 ml 03 seconds East, 78.94 feet; thence South 89 degrees 57 minutes 57 seconds East 42.09 feet; thence North 00 degrees 02 minutes 03 seconds East, 867.26 feet; thence North 53 degrees 57 minutes 28 seconds West, 78.74 feet to the Place of Beginning, in McHenry County, Illinois.

CLIENT: ZUKOWSKI, RODGERS, FLOOD & McARDLE
DRAWN BY: MCM CHECKED BY: WJV
SCALE: 1"=60' SEC. 4 T. 43 R. 8 E.
BASIS OF BEARING: ASSUMED
P.I.N.: 19-04-101-002,019-04-101-016
JOB NO.: 150407 I.D. ALT
FIELDWORK COMP.: 7-8-15 BK.___ PG.___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 140768

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

Certified to:
1) Chicago Title Insurance Company
2) Willow Creek Community Church Inc.
3) Home State Bank
4) Ira D. Leavitt, Ltd
5) Crystal Lake Main Street, LLC
6) Huck Bouma, P.C.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 7a, 7b, 7c, 8, 9, 11a, 13, 14 & 16 of Table A thereof. The field work was completed on July 8th, 2015.

Dated this 17th day of July, A.D., 2015.

VANDERSTAPPEN SURVEYING & ENGINEERING, INC.
Design Firm No. 184-002792

WILLIAM J. VANDERSTAPPEN, 035-002709 (seal)
PROFESSIONAL LAND SURVEYOR

REVISED: 6-8-16 Legal description & boundary change - SES
REVISED: 5-24-16 Per email request 5-24-16, updated title and certifications - SES
REVISED: 4-29-16 Legal description & boundary change - SES
REVISED: 8-17-15 Add additional area information, Zoning definition note #12 and add note #15 MCM

14. 100 S. Main Street, Crystal Lake Main Street LLC (Willow Creek Community Church) – Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement

Community Development Director Kathryn Cowlin provided the Mayor and City Council with an overview of the petitioner's request, explaining the Planning and Zoning Commission (PZC) denied the request with a 4-1 vote, which would require a super majority vote of the City Council to overturn because there are only six members currently on the PZC.

Nicole Burt, of Willow Creek Church, explained the request, reviewing the existing signage and how the requested sign will help identify the church, due to the building design and size of the property.

Mayor Haleblian asked if there was anyone in the public that wanted to comment on this request. No one wished to speak.

Mayor Haleblian asked the City Council if they have questions or concerns.

Councilman Philpot recused himself from this agenda item.

Councilwoman Brady said that when the Church received the Special Use Permit, and it agreed to follow the Unified Development Ordinance. Ms. Cowlin said the existing sign made use of the Oak Industries signage.

Councilwoman Brady said she understands that the sign is important, but is looking to compromise, as she is not sure the City Council will approve the request as presented.

Ms. Burt said all Willow campuses are currently changing their signs to the new designs.

Mr. Cory Hock, with IC Signs and Graphics, said the advertising space for Willow in the flag space and "Willow" area is only 21 square feet. He said he has looked at other churches that are now trying to also incorporate other elements.

Councilwoman Brady discussed the size of several church signs in the community. She asked staff if a sign is allowed on Crystal Lake Avenue. Ms. Cowlin said one freestanding sign per property is allowed.

Councilwoman Montford asked what the sign copy area is considered and what is the base. Ms. Cowlin said that is considered the base of the sign.

Councilwoman Montford said she is looking for ways to bring the sign closer to compliance.

Councilman Hubbard said he is not in favor of approving the larger sign as presented.

Councilwoman Smith asked the petitioner what the hardship is for the variation.

Ms. Burt said the hardship is wanting to communicate well.

Councilwoman Smith said she owns a business on Crystal Lake Avenue, and needed to be creative with her signage. She said there are so many things offered at the Church and that the services speak for themselves.

Mayor Haleblian said the Church is a great neighbor, but less is more. He said he feels that the design should be taken back to the drawing board, and use the existing sign. He would have to say no to the request.

Mr. Hock presented another design to the City Council that has been used at another location.

Councilwoman Brady suggested continuing this item so the petitioner would not have to start over.

Ms. Cowlin said the item can be referred back to the PZC with a new design, instead of denying the request.

Councilwoman Brady made a motion to refer the request back to the Planning and Zoning Commission reducing size of the sign to 36 square feet, similar to the new design presented tonight. Councilman Hubbard seconded the motion. On roll call, all present voted yes with Councilman Philpot abstaining. Motion passed.

Council Inquiries and Requests
None.

Adjourn
There being no further business, Councilwoman Brady moved to adjourn the meeting at 7:34 p.m. Councilman Hubbard seconded the motion. On voice vote, all present voted yes. Motion passed.

APPROVED

Mayor

ATTEST

City Clerk

All ordinances are adopted in pamphlet form by the authority of the Mayor and City Council.

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date:	August 1, 2023
Item:	Interview Rooms and Temporary Detention Facility Camera Systems Replacement.
Staff Recommendation:	A motion approving the Ordinance waiving competitive bidding for the purchase of seventeen (17) cameras and associated equipment from Axon Enterprises, Inc., which will replace the Panasonic Arbitrator cameras previously purchased
Staff Contact:	James Black, Police Chief Steve Weishaar, Director of Information Technology

Background:

The Police Department maintains video/audio recording equipment in the Temporary Detention Facility, sally port and interview rooms located in the Police Department. According to state statute and Police Department policy, all custodial interrogations shall be recorded in their entirety and all juveniles/individuals held during temporary custody shall be constantly monitored by an audio/video system. This procedure aids in the prosecution of criminal offenses and helps protect the City to defend against complaints that may be received regarding allegations of officer misconduct. Additionally, the Police Department is required to retain any media associated with an arrest or other law enforcement actions for certain periods of time designated by statute, policy, or the Records Retention Act.

In 2016, the Police Department purchased and installed Panasonic Arbitrator cameras for all of the police cars, the interview rooms, sally port, and Temporary Detention Facility. During the research for that purchase, the Police Department and the Information Technology Department determined that having one centralized system where all media captured on police car video, the Temporary Detention Facility, the sally port, and the interview rooms would ensure proper retention periods are observed for court related purposes and for appropriate record retention for all other media. Those cameras have reached end of life and are now out of warranty and beginning to fail, which is causing a loss of video recording and retention.

In 2021, the Police Department entered into an agreement with Axon Enterprises, Inc. for the purchase of Axon Fleet 2 Police Vehicle Video and Axon Body 3 Body-Worn Camera Systems. This agreement included the use of Axon's cloud storage and Evidence.com for video storage, retention, redaction, and, when appropriate, sharing.

The Police Department is seeking approval to enter into an agreement with Axon Enterprises, Inc. to replace the interior cameras of the Police Department. The new cameras will be installed in each of the six (6) interview rooms, the evidence processing area, the sally port, and the Temporary Detention Facility. The agreement will include associated equipment for the system to operate efficiently. The associated equipment includes camera hardware, microphones, capture servers, touch panel devices and motion sensors for activation, Axon evidence integration, and evidence sharing tools.

Axon is the only company that sells cameras that will seamlessly integrate with the Evidence.com system, which is currently being used by the Police Department. By utilizing Axon Enterprises, Inc. as the provider for replacement cameras, the Police Department will be able to package, store, and share all media associated with an investigation or arrest in one location. This will reduce the amount of time personnel will spend preparing the media for prosecution. This will also increase the efficiency of sharing evidence with prosecutorial personnel. Additionally, this decision will benefit the Police Department's personnel responsible for Freedom of Information Act requests processing by reducing the effort needed for fulfilling requests. Based upon all of these factors and the Police Department's satisfaction with existing Axon products, the Police Department is requesting approval to enter into an agreement with Axon Enterprises, Inc., as a sole source provider, for the purchase of seventeen (17) cameras and associated equipment

The total cost for this upgrade is $295,534.61 over the life of the five (5) year contract. The first payment will be $84,060.00. The remaining expenditure will be paid in four installments of $52,868.65 annually. The FY23/24 budget contains the appropriate funds to purchase this system.

City legal staff has reviewed the Axon Enterprises, Inc. 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._____

ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING AND AWARD OF CONTRACT FOR VIDEO RECORDING EQUIPMENT AND RELATED EQUIPMENT, SERVICES, INSTALLATION AND LICENSING

WHEREAS, the Police Department maintains video recording equipment in its Temporary Detention Facility, sally port and interview rooms located in the Police Department; and

WHEREAS, the existing cameras have reached the end of their useful life; and

WHEREAS, in 2021, the City entered into an agreement with Axon Enterprises, Inc. for the purchase of Axon Fleet 2 Police Vehicle Video and Axon Body 3 Body-Worm Camera Systems which included the use of Axon's cloud storage and Evidence.com for video storage, retention, redaction and, when appropriate, sharing; and

WHEREAS, the Police Department and Information Technology Department determined that having one centralized system where all media captured on police car video, the Temporary Detention Facility, the sally port, and the interview rooms would ensure proper retention periods are observed for court related purposes and for appropriate record retention for all other media.

WHEREAS, Axon Enterprise's, Inc. is the only company that sells cameras that will seamlessly integrate with the Evidence.com system, which is currently being used by the Police Department; and

WHEREAS, it is in the best interest of the City to waive competitive bidding and enter into a contract with Axon Enterprises, Inc. for the purchase of seventeen (17) cameras and associated equipment.

Draft

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. Waiver of Competitive Bidding and authorization to enter into a Contract with Axon Enterprises, Inc. The City Manager is hereby authorized to enter into an agreement with Axon Enterprises, Inc. for the purchase of 17 video cameras and related equipment, services, installation and licensing for a total cost of $295,434.61. Payments shall be made over five annual installments with the first payment being in the amount of $84,060.00 in January, 2024 and the remaining four (4) annual installments to each be in the amount of $52,868.65.

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 1st day of August, 2023

Draft

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 1, 2023
APPROVED: August 1, 2023

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

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-421011-45103.930JS
Issued: 06/26/2023
Quote Expiration: 08/15/2023
Estimated Contract Start Date: 02/15/2024
Account Number: 188451
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-100 W Woodstock St 100 W Woodstock St Crystal Lake, IL 60014-4262 USA	Crystal Lake Police Dept. - IL 100 W Woodstock St Crystal Lake IL 60014-4262 USA Email:	Jen Skouson Phone: Email: jskouson@axon.com Fax:	Richard Neumann Phone: Email: rneumann@crystallake.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$295,534.61
ESTIMATED TOTAL W/ TAX	$295,534.61

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	$84,060.00	$0.00	$84,060.00
Jan 2025	$52,868.66	$0.00	$52,868.66
Jan 2026	$52,868.65	$0.00	$52,868.65
Jan 2027	$52,868.65	$0.00	$52,868.65
Jan 2028	$52,868.65	$0.00	$52,868.65
Total	$295,534.61	$0.00	$295,534.61

Quote Unbundled Price:	**$295,534.61**
Quote List Price:	**$295,534.61**
Quote Subtotal:	**$295,534.61**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4			$64.00	$64.00	$256.00	$0.00	$256.00
50322	INTERVIEW - TOUCH PANEL PRO	4			$2,987.48	$2,987.48	$11,949.92	$0.00	$11,949.92
50295	INTERVIEW - SERVER - PRO	2			$5,990.00	$5,990.00	$11,980.00	$0.00	$11,980.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	17			$233.35	$233.35	$3,966.95	$0.00	$3,966.95
50298	INTERVIEW - CAMERA - OVERT DOME	17			$964.00	$964.00	$16,388.00	$0.00	$16,388.00
A la Carte Software									
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2			$1,750.00	$1,750.00	$3,500.00	$0.00	$3,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		$31.68	$31.68	$3,801.60	$0.00	$3,801.60
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4			$1,500.00	$1,500.00	$6,000.00	$0.00	$6,000.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	60		$27.12	$27.12	$6,508.80	$0.00	$6,508.80
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	17	60		$107.41	$107.41	$109,558.20	$0.00	$109,558.20
A la Carte Services									
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	17			$5,950.00	$5,950.00	$101,150.00	$0.00	$101,150.00
A la Carte Warranties									
50448	EXT WARRANTY, INTERVIEW ROOM	17	49		$24.58	$24.58	$20,475.14	$0.00	$20,475.14
Total							$295,534.61	$0.00	$295,534.61

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	17	01/15/2024
A la Carte	50295	INTERVIEW - SERVER - PRO	2	01/15/2024
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	17	01/15/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	4	01/15/2024
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4	01/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	02/15/2024	02/14/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	02/15/2024	02/14/2029
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	02/15/2024	02/14/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	02/15/2024	02/14/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	17	02/15/2024	02/14/2029

Services

Bundle	Item	Description	QTY
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	17

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	17	01/15/2025	02/14/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	$1,706.60	$0.00	$1,706.60
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$1,851.32	$0.00	$1,851.32
Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$995.52	$0.00	$995.52
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$1,081.30	$0.00	$1,081.30
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	17	$31,162.04	$0.00	$31,162.04
Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	17	$1,128.33	$0.00	$1,128.33
Year 1	50295	INTERVIEW - SERVER - PRO	2	$3,407.52	$0.00	$3,407.52
Year 1	50298	INTERVIEW - CAMERA - OVERT DOME	17	$4,681.30	$0.00	$4,681.30
Year 1	50322	INTERVIEW - TOUCH PANEL PRO	4	$3,398.96	$0.00	$3,398.96
Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	17	$5,823.82	$0.00	$5,823.82
Year 1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4	$72.82	$0.00	$72.82
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	17	$28,770.47	$0.00	$28,770.47
Total				$84,080.00	$0.00	$84,080.00

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	$1,073.35	$0.00	$1,073.35
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$1,164.37	$0.00	$1,164.37
Year 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$626.12	$0.00	$626.12
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$680.07	$0.00	$680.07
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	17	$19,599.04	$0.00	$19,599.04
Year 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	17	$709.65	$0.00	$709.65
Year 2	50295	INTERVIEW - SERVER - PRO	2	$2,143.12	$0.00	$2,143.12
Year 2	50298	INTERVIEW - CAMERA - OVERT DOME	17	$2,931.68	$0.00	$2,931.68
Year 2	50322	INTERVIEW - TOUCH PANEL PRO	4	$2,137.74	$0.00	$2,137.74
Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	17	$3,662.83	$0.00	$3,662.83
Year 2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4	$45.80	$0.00	$45.80
Year 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	17	$18,094.89	$0.00	$18,094.89
Total				$52,868.66	$0.00	$52,868.66

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	$1,073.35	$0.00	$1,073.35
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$1,164.37	$0.00	$1,164.37
Year 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$626.12	$0.00	$626.12
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$680.07	$0.00	$680.07
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	17	$19,599.04	$0.00	$19,599.04
Year 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	17	$709.65	$0.00	$709.65
Year 3	50295	INTERVIEW - SERVER - PRO	2	$2,143.12	$0.00	$2,143.12
Year 3	50298	INTERVIEW - CAMERA - OVERT DOME	17	$2,931.68	$0.00	$2,931.68

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50322	INTERVIEW - TOUCH PANEL PRO	4	$2,137.74	$0.00	$2,137.74
Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	17	$3,662.83	$0.00	$3,662.83
Year 3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4	$45.60	$0.00	$45.60
Year 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	17	$18,094.88	$0.00	$18,094.88
Total				$52,868.65	$0.00	$52,868.65

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	$1,073.35	$0.00	$1,073.35
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$1,164.37	$0.00	$1,164.37
Year 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$626.12	$0.00	$626.12
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$680.07	$0.00	$680.07
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	17	$19,599.04	$0.00	$19,599.04
Year 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	17	$709.65	$0.00	$709.65
Year 4	50295	INTERVIEW - SERVER - PRO	2	$2,143.12	$0.00	$2,143.12
Year 4	50298	INTERVIEW - CAMERA - OVERT DOME	17	$2,931.68	$0.00	$2,931.68
Year 4	50322	INTERVIEW - TOUCH PANEL PRO	4	$2,137.74	$0.00	$2,137.74
Year 4	50448	EXT WARRANTY, INTERVIEW ROOM	17	$3,662.83	$0.00	$3,662.83
Year 4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4	$45.60	$0.00	$45.60
Year 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	17	$18,094.88	$0.00	$18,094.88
Total				$52,868.65	$0.00	$52,868.65

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	$1,073.35	$0.00	$1,073.35
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$1,164.37	$0.00	$1,164.37
Year 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	$626.12	$0.00	$626.12
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$680.07	$0.00	$680.07
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	17	$19,599.04	$0.00	$19,599.04
Year 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	17	$709.65	$0.00	$709.65
Year 5	50295	INTERVIEW - SERVER - PRO	2	$2,143.12	$0.00	$2,143.12
Year 5	50298	INTERVIEW - CAMERA - OVERT DOME	17	$2,931.68	$0.00	$2,931.68
Year 5	50322	INTERVIEW - TOUCH PANEL PRO	4	$2,137.74	$0.00	$2,137.74
Year 5	50448	EXT WARRANTY, INTERVIEW ROOM	17	$3,662.83	$0.00	$3,662.83
Year 5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4	$45.60	$0.00	$45.60
Year 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	17	$18,094.88	$0.00	$18,094.88
Total				$52,868.65	$0.00	$52,868.65

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Modifications made to the Master Services and Purchasing Agreement between Axon and the Agency, executed by the City of Crystal Lake on August 4, 2021 (the "Original Agreement"), shall be adopted and incorporated herein, except that the modifications made to definitions of "Quote" in the Original Agreement, shall not apply to this Quote. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/26/2023



STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR CRYSTAL LAKE POLICE DEPT. - IL ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street

1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- **Axon Interview Room**

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Crystal Lake Police Dept. - IL who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- **Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure**
- **Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration**
- **Changes made by Agency or Agency's vendors**



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1 Headquarters

- Axon will supply 2 Servers.
  - If agency grants access, Axon will unbox and rack servers.
  - Agency will ensure servers are powered on with Windows installed prior to install date.
  - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
  - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).
- Agency will supply Network Switches.
- Customer will provide network cabling.
- Agency will configure all network equipment.
- Agency will prepare all rooms prior to installation.
  - Removing all evidence from room.
  - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- Axon will mount/place Touch Panels Wall mounted outside each room
- CIU #1 (East)

- Axis P3245-LV Overt Dome Camera

CIU #2 (West)

- Axis P3245-LV Overt Dome Camera

Evidence

- For activation Motion Sensor along with associated equipment for functioning.
- Axis P3245-LV Overt Dome Camera

Lobby Interview

- Axis P3245-LV Overt Dome Camera

Patrol Interview Room

- Axis P3245-LV Overt Dome Camera

Sally Port 1

- For activation Motion Sensor along with associated equipment for functioning.
- Axis P3245-LV Overt Dome Camera

Sally Port 2

- For activation Motion Sensor along with associated equipment for functioning.
- Axis P3245-LV Overt Dome Camera

TDF Bench

- For activation Motion Sensor along with associated equipment for functioning.
- Axis P3245-LV Overt Dome Camera

TDF Cell #2

- For activation Motion Sensor along with associated equipment for functioning.

- Axis P3245-LV Overt Dome Camera

TDF Cell #4

- For activation Motion Sensor along with associated equipment for functioning.
- Axis P3245-LV Overt Dome Camera

TDF Interview #1 (East)

- Axis P3245-LV Overt Dome Camera

TDF Interview #2 (West)

- Axis P3245-LV Overt Dome Camera

TDF Intoximeter

- For activation Motion Sensor along with associated equipment for functioning.
- Axis P3245-LV Overt Dome Camera

TDF Livescan

- For activation Motion Sensor along with associated equipment for functioning.
- Axis P3245-LV Overt Dome Camera

TDF Lockers

- For activation Motion Sensor along with associated equipment for functioning.
- Axis P3245-LV Overt Dome Camera

TDF Rear Vestibule

- For activation Motion Sensor along with associated equipment for functioning.
- Axis P3245-LV Overt Dome Camera

TDF Vestibule

- For activation Motion Sensor along with associated equipment for functioning.

- Axis P3245-LV Overt Dome Camera

2.3 INTERVIEW SOFTWARE

- Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- Axon will install and configure Touch Panel Software.

2.4 READINESS

- Axon will supply Agency with copy of current QA/Testing Checklist.
- Axon will complete QA/Testing Checklist per room consisting of:
  - Hardware Wiring
  - Hardware Mounting
  - Hardware Functionality
  - Firmware Updates
  - Software Install and Configuration
  - Functional Test of all features

2.6 TRAINING

- Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- Agency will provide facilities and equipment for conducting the Training.
- Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- All Proposed Project timelines will be documented during Project Management Kickoff call.
- Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.

4. AGENCY COMMITMENTS:

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays or major events that may impact the Project.
- Ensure Agency desktop or mobile systems and devices can access the Product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- Technical Systems Requirements

5. SUPPORT:

- Axon will provide on-site installer/trainer support as part of project.
- The Product undergoes updates and enhancements which Agency will automatically receive.
- Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.

6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	**Signature:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	**Signature:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: Proposal Award - Public Works Electrical Services

Staff Recommendation: Motion to award a contract for various Public Works Electrical Services to the most responsible and responsive proposer, Ron Jones Electric, Inc. and adopt a Resolution authorizing the City Manager to execute a one-year agreement, with options for two one-year extensions with Ron Jones Electric, Inc. in the proposed amounts.

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

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Project Need and Description:

The City contracts for various electrical services at its Public Works facilities, including the Municipal Complex, Water and Wastewater facilities. The Water and Wastewater facilities have unique controls and electrical systems (high voltage, high current) requiring special equipment/tools. Having one vendor familiar with these unique components at the facilities will provide more effective service. Contracting with one vendor also provides for operational efficiencies for in-house staff and reduced outside costs through economies of scale.

In 2019, the City requested proposals for electrical services and received two offers. The current contract for electrical services, which was with Ron Jones Electric, Inc., has expired. Therefore, the City requested new proposals publically and sent notices to potential vendors. On July 6th, 2023, the City received proposals for the Public Works Electrical Services. The submitted proposals included the following pricing:

	Year 1		Year 2		Year 3	
Service Rate	**√Ron Jones Electric**	**Associated Electric**	**√Ron Jones Electric**	**Associated Electric**	**√Ron Jones Electric**	**Associated Electric**
Normal Hourly Rate	$120.00	$140.00	$123.00	$143.00	$127.00	$146.00
Overtime Rate (Monday - Friday)	$168.00	$210.00	$172.00	$213.00	$177.00	$216.00
Premium Rate (Monday – Friday)	$213.00	$280.00	$220.00	$283.00	$225.00	$286.00
Weekend Rate	$168.00 Sat. $213.00 Sun.	$280.00	$172.00 Sat. $177.00 Sun.	$283.00	$220.00 Sat. $225.00 Sun.	$286.00
Holiday Rate	$213.00	$280.00	$220.00	$283.00	$225.00	$286.00
Materials Markup	10%	30%	10%	30%	10%	30%

√ - Indicates pricing of the recommended proposal

Selection Process

The Public Works Department followed the City's Purchasing Policy to secure a qualified vendor to provide these services. The City received proposals from two firms in response to the request.

Public Works Department staff reviewed the proposals using the ranking sheet below taking into account qualification criteria and price.

ELECTRICAL SERVICES

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Ron Jones Electric		Associated Electric	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)				
Understanding of Project Scope: Did the contractor properly identify key aspects of the City's desired Scope of Work?	9	4.0	36.00	3.0	27.00
Are the hourly rates appropriate and align with other submittals and past experience.	6	3.0	18.00	3.0	18.00
Project examples are pertinent and aligned with the proposed scope.	7	3.5	24.50	3.0	21.00
Hourly Rate: Year #1	9	4.0	36.00	3.0	27.00
Hourly Rate: Year #2	9	4.0	36.00	3.0	27.00
Hourly Rate: Year #3	9	4.0	36.00	3.0	27.00
Weekend Hourly Rate; 3-Year Average	6	4.0	24.00	3.0	18.00
Parts Mark-Up; 3-Year Average	7	4.0	28.00	3.0	21.00
	62		238.50		186.00
TOTAL VALUE RANKING =		3.85		3.00	

Discussion:

The Public Works Department identified Ron Jones Electric, Inc. as being the most responsive and responsible proposer. Ron Jones Electric, Inc. was the previous vendor for this contract and they performed satisfactorily.

Recommendation:

Based upon a qualifications review of the Request for Proposal requirements and associated costs, staff recommends awarding Ron Jones Electric, Inc. the Public Works Electrical Services contract. Funds have been budgeted for this contract.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the City of Crystal Lake operates and maintains a wide range of facilities including water wells, treatment plants, wastewater plants, wastewater lift stations, various municipal buildings; and

WHEREAS many of these facilities need to operate 24 hours a day, 365 days a year to meet the needs of the residents and businesses of the City; and

WHEREAS functioning electrical systems at these facilities are essential in providing the citizens of the City with proper services and minimizing interruptions of service; and

WHEREAS the City relies on outside electrical contractors for emergency repairs and services outside the scope of normal operational repairs;

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 one-year contract and up to two additional one-year terms between the CITY OF CRYSTAL LAKE and Ron Jones Electric, Inc. for Public Works Electrical Services at the rates and annual increases identified in their Proposal for an annual not-to-exceed amount of $25,000.

DATED this 1st day of August, 2023.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 1, 2023
APPROVED: August 1, 2023

Draft

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: Bid Award - Three Oaks Recreation Area Exterior Staining

Staff Recommendation: Motion to award the contract for exterior staining at the Three Oaks Recreation Area to the lowest responsive and responsible bidder, American Painting, Inc., in the bid amount of $48,500.00, and adopt a Resolution authorizing the City Manager to execute an agreement with American Painting, Inc. with a 10-percent contingency for unforeseen expenses and approve warranted completion date extensions.

Staff Contact: Nick Hammonds, Assistant City Manager

Background:
Due to the impact of weather and use on buildings and structures at the Three Oaks Recreation Area, the City determined that exterior staining should occur approximately every seven years. The facilities at the Three Oaks Recreation Area were last stained in 2016. Regular maintenance is required to preserve the upkeep of the entire facility.

On July 20, 2023, the City opened and publicly read bids for the Three Oaks Recreation Area exterior staining project. The results are tabulated below:

Contractor	*Amount of Bid*
American Painting, Inc. ✓ St. Charles, IL	$48,500.00
K&J Painting Elburn, IL	$68,000.00
Dependable Building Maintenance Services Crestwood, IL	$78,129.00

✓Indicates Recommended Lowest Responsive and Responsible Bidder

City staff specified that the vendor use the same Rymar Log Siding stain that was applied in 2016. The product is recommended by the manufacturer to use on cedar siding and City staff has been satisfied with the result of this product. The project includes necessary staining at the Lake House, Marina, and Parking Gate as depicted below.





The recommended vendor, American Paining, Inc., is based out of St. Charles, IL. The schedule for this work is to commence immediately following Labor Day 2023 after the beach has closed for the season. This will ensure that work is done with as little impact to park amenities as possible. Pending any weather setbacks, the vendor has agreed to meet the timeframe listed in the bid.

Recommendation:

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

Staff has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. American Painting, Inc. has submitted the lowest responsive and responsible bid per the specifications stated in the bid document. American Painting, Inc. was selected to perform staining work at Three Oaks in 2016 and provided quality services. Therefore, it is the recommendation of staff to award the contract to the lowest responsive, responsible bidder, American Painting, Inc. to perform exterior staining services at the Three Oaks Recreation Area, in accordance with the terms and conditions of the bid document.

There are sufficient funds in the FY2023/2024 Capital Budget for this project.

Votes Required to Pass:

Simple majority vote of the City Council.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute an agreement with American Painting, Inc. for exterior staining at the Three Oaks Recreation Area in the amount of $48,500.00, with a 10 percent contingency for unforeseen expenses and approve warranted completion date extensions

DATED this 1st day of August, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 1, 2023
APPROVED: August 1, 2023

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: Appointment to Firefighters' Pension Board of Trustees

Staff Recommendation: Motion to approve the Mayoral appointment of Deputy Fire Rescue Chief Craig Snyder to the Firefighters' Pension Fund Board of Trustees.

Staff Contact: Haig Haleblian, Mayor

Background:

Fire Rescue Chief Paul DeRaedt serves as one of the Mayoral appointees on the Crystal Lake Firefighters' Pension Board. With his anticipated retirement, it is now recommended that Deputy Chief Craig Snyder be appointed to replace Chief DeRaedt on the Firefighters' Pension Fund Board of Trustees.

The membership of the Firefighters' Pension Fund Board of Trustees is governed by Public Act 94-0317 (40 ILCS 5/4-121) which states:

> *"…the board for each municipality or fire protection district shall consist of 5 members.* ***Two members of the board shall be appointed by the mayor*** *or president of the board of trustees of the municipality or fire protection involved. Two members of the board shall be active participants of the pension fund who are elected from the active participants of the fund. One member of the board shall be a person who is retired under the Firemen's Pension Fund Act of 1919 or this Article who is elected from person retired under the Firemen's Pension Fund Act of 1919 or this Article." (*Emphasis Added.)

Votes Required to Pass:

Simple majority.

RESOLUTION NO. 23R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS,
Confirming Appointments to the Board of Trustees of the Firefighters' Pension Fund

WHEREAS, the Board of Trustees of the Firefighters' Pension Fund consists of 5 members, 2 of who are appointed by the Mayor with the advice and consent of the Crystal Lake City Council; and

WHEREAS, the Mayor of the City of Crystal Lake, has recommended that Craig Snyder replace Paul DeRaedt on the five-member Board of Trustees of the Firefighters' Pension Fund.

NOW THEREFORE, by adoption of this resolution, the City Council confirms the appointment of Craig Snyder to the Board of Trustees of the Firefighters' Pension Fund appointment effective August 1, 2023.

Adopted by the City Council of the City of Crystal Lake at a regular meeting on the 1st day of August, 2023.

Draft

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

PASSED: August 1, 2023
APPROVED: August 1, 2023

(40 ILCS 5/4-121) (from Ch. 108 1/2, par. 4-121)

Sec. 4-121. Board created. There is created in each municipality or fire protection district a board of trustees to be known as the "Board of Trustees of the Firefighters' Pension Fund". The membership of the board for each municipality shall be, respectively, as follows: in cities, the treasurer, clerk, marshal or chief officer of the fire department, and the comptroller if there is one, or if not, the mayor; in each township, village or incorporated town, the president of the municipality's board of trustees, the village or town clerk, village or town attorney, village or town treasurer, and the chief officer of the fire department; and in each fire protection district, the president and other 2 members of its board of trustees and the marshal or chief of its fire department or service, as the case may be; and in all the municipalities above designated 3 additional persons chosen from their active firefighters and one other person who has retired under the Firemen's Pension Fund Act of 1919, or this Article. Notwithstanding any provision of this Section to the contrary, the term of office of each member of a board established on or before the 3rd Monday in April, 2006 shall terminate on the 3rd Monday in April, 2006, but all incumbent members shall continue to exercise all of the powers and be subject to all of the duties of a member of the board until all the new members of the board take office.

Beginning on the 3rd Monday in April, 2006, the board for each municipality or fire protection district shall consist of 5 members. Two members of the board shall be appointed by the mayor or president of the board of trustees of the municipality or fire protection district involved. Two members of the board shall be active participants of the pension fund who are elected from the active participants of the fund. One member of the board shall be a person who is retired under the Firemen's Pension Fund Act of 1919 or this Article who is elected from persons retired under the Firemen's Pension Fund Act of 1919 or this Article.

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: Board and Commission Reappointment and Appointment - Planning and Zoning Commission

Staff Recommendation: Motion to confirm the reappointment of Natasha Teetsov and the appointment of Stacy Brown to the Planning and Zoning Commission for terms ending January 31, 2027.

Contact: Haig Haleblian, Mayor

Background:

Mayor Haleblian will present the reappointment of Natasha Teetsov and the appointment of Stacy Brown to the Planning and Zoning Commission. Ms. Brown would fill the vacancy created by Bob Atkinson's resignation. The terms for both positions would expire on January 31, 2027.

Appointments to the Planning and Zoning Commission are made by the Mayor and confirmed by the City Council.

Votes Required to Pass:

Simple majority.

From: **Brown, Stacy** <sbrown11@ft.newyorklife.com>
Date: Mon, Jul 24, 2023 at 8:25 AM
Subject: Letter of Interest - Z & P Commission
To: haig@exceedfloorandhome.com <haig@exceedfloorandhome.com>

Hi Haig,

Hope you are doing well. I apologize for the delay in getting this over to you but here you go! My resume is attached and I included my local background below. Let me know if anything else is needed.

I'm writing to you today to express my interest in the opening on the Zoning & Planning Commission for the city of Crystal Lake. I take pride in giving back to my community and feel this would be an excellent way.

I've been a local resident in McHenry County since 2015 and most recently moved to Crystal Lake where I reside with my husband & our pets (Pug Winston & Cat Layla). I was born in Evanston, moved to Wheeling through Jr High and then to Lake Zurich. Graduated from Lake Zurich High School & then later from Monmouth College.

Since entering the Insurance/Financial Industry in 2016 I became part of the local Chamber to build my business and meet likeminded professionals. This has led me to become even more involved with my community. Below are a few of my recent activities:

Crystal Lake Chamber Board Member - since Oct 2020
Crystal Lake Chamber Ambassador - since 2021
Crystal Lake Chamber President's Council Member - 2018 to June/2023
Community Foundation for McHenry County Board Member - since 2021
Mentor for Incubator Program through Prairie Ridge High School - 2022/2023 school year
Leadership Greater McHenry County participant - Class of 2024

Thanks for your time & consideration.



Stacy Brown
Agent, New York Life Insurance Company

CA Lic#: 4258230

1650 Lake Cook Road
Suite 500
Deerfield, IL 60015
P: 847.471.4556
Email:sbrown11@ft.newyorklife.com

Schedule a Meeting with me via Calendly - https://calendly.com/sbrown11-1

Website | LinkedIn | Facebook

If you do not wish to receive email communications from New York Life and/or NYLIFE Securities LLC, please reply to this email, using the words "Opt out" in the subject line. Please copy email_optout@newyorklife.com New York Life Insurance Company, 51 Madison Ave., New York, NY 10010

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Haig Haleblian
Owner, Founder, Mover, and Shaker since 11/4/1987
Exceed Floor and Home
5186 NW Hwy
Crystal Lake Il 60014
[redacted]
815-459-3113 O
815-459-1699 F
haig@exceedfloorandhome.com

Stacy Brown

[redacted] / (847) 471-4556

Career Summary

A highly motivated Account Executive gifted at lead generation and efficiently resolving customer issues. Engaging and personable with the ability to increase business opportunities through dynamic marketing strategies, effective communication skills and a dedication to customer service. A well-rounded Sales and Human Resources background.

Work History

Licensed Agent **2018 to Present**
New York Life Insurance Company

- As a licensed Agent of New York Life Insurance Company I offer a variety of products that can help you meet a number of insurance and financial needs, including, but not limited to college funding, retirement, managing costs for extended periods of care and lifetime income strategies.

Account Executive **2016 to 2020**
Colonial Life

- Manage health/life insurance business as an Independent Agent
- Lead generation through referrals & networking to facilitate new business
- Cultivate & excel at building relationships with business owners of various background and HR professionals
- Provide quotes and educate potential clients on insurance offerings through group presentations and individual appointments
- Travel over 50% of time to meet potential clients and service existing

Division Manager **2004 to 2016**
Wholesale Industry

- Market product for various companies to customers & clients
- Specialize in marketing Corporate & Community Events
- Educate & Mentor Sales Team

Keebler Company/ Kellogg Company 1998 – 2004

Staffing Representative
2001 – 2004

- Conduct New Hire Orientations
- Assist hiring managers in the creation of requisitions for open positions.
- Screen and interview candidates.
- Maintains candidate database for current and future openings.
- Negotiates and communicates offers of employment to successful candidates.
- Manage Temporary Worker Assignments
- Lead Employee Services committee in implementing wellness programs

HR Benefits Analyst
2000 - 2001

- Administer benefit plans including: medical, dental, prescription, life, AD&D and disability.
- Prepare monthly audits and remits vendor disbursements.
- Act as a liaison with employees and vendors in problem resolution and answers general benefit plan inquiries.
- Responsible for data entry of Benefit plan(s) elections into SAP. .
- Provide HRIS reporting upon request and develops spreadsheets based off of the HRIS data.

Retirement Benefits Administrator
1998 - 2000

- Answer employee questions regarding 401(k) plan
- Plan and distribute 401(k) communications to employees.
- Report weekly and bi-weekly 401(k) census information to vendor.

Education

Monmouth College
B.A. Business Administration
May 1998

Accomplishments

- Colonial Life Northwest Territory Rookie of the Year – 2016
- Colonial Life Platinum Pacesetter Award - 2016

Additional Skills

- **Proficient in Microsoft Office**
- **SAP, AVImark, Navigator**
- **Social Media**

References Available Upon Request

Agenda Item No: 23

City Council
Agenda Supplement

Meeting Date: August 1, 2023

Item: Budget Amendment for costs associated with crossing guard services, professional services, closing out the City's Foreign Fire Tax Fund, and public safety pension fund benefits.

Staff Recommendation: Motion to adopt a resolution authorizing a budget amendment for 1) costs associated with crossing guard services in the amount of $13,392 from the Crossing Guard Fund unreserved fund balance 2) costs associated with professional services in the amount of $85,976 for the Water's Edge TIF Fund, 3) costs associated with closing the Foreign Fire Fund in the amount of $35,129, 4) costs associated with benefits of the Police Pension Fund in the amount of $30,588 and 5) costs associated with benefits of the Firefighters' Pension Fund in the amount of $13,029.

Staff Contact: Jodie Hartman, Director of Finance

Background:

The City's fiscal year 2022/23 budget was originally adopted April 18, 2022. Included in that document were best estimates of needs for the corresponding fiscal year. Now that the fiscal year has concluded, amending the approved budget for five funds is necessary, as final expenditures will exceed the authorized budget.

Crossing Guard Fund:

The first fund in need of an amendment is the Crossing Guard Fund. This fund accounts for the activity relating to outsourced crossing guard services. Funding sources include a property tax levy for $55,000 for the 2022/23 fiscal year and a reimbursement from School District 47 for one half of the incurred expenditures. The reimbursement from the School District for the 2022/23 fiscal year is $61,696.

Crossing guard services were budgeted at $110,000 for the fiscal year. Unfortunately, the budget underestimated the fees to be incurred for the school year. Invoices for crossing guard services during the year total $123,392. An amendment is necessary to increase the expenditure by $13,392. The School District has reimbursed the City for their half of the total incurred invoices, compensating for $6,696 of the shortage. The remaining $6,696 will be drawn from unreserved

fund balance. The Crossing Guard Fund has sufficient unreserved fund balance to support this amendment.

Crossing Guard Service Expenditure Budget

Original Budget	Expenditure Total	Requested Budget Amendment	Amended Budget
$110,000	$123,392	$13,392	$123,392

Crossing Guard Funding Sources

Tax Levy	School District 47	Unreserved Fund Balance	Total Funding
$55,000	$61,696	$6,696	$123,392

Water's Edge Tax Increment Financing (TIF) Fund

The second fund in need of an amendment is the newly formed Water's Edge TIF Fund. This fund tracks the incoming resources and outgoing payments related to the TIF, created in 2022. At the time the fiscal year 2022/23 budget was adopted, the TIF was not yet adopted. Consequently, no budget was adopted and the expenditures were planned from the General Fund. As the TIF is now active, a formal fund is prudent to properly track and report the transactions and equity of the fund.

The TIF was formed based on 2022 tax levy values, which means the first TIF increment distributions will be received by the City in 2023. This means there is no dedicated revenue source for fiscal year 2022/23. The General Fund has provided an advance to fund preliminary expenditures. Total expenditures for the year are $85,976. A budget amendment is necessary for the entire amount, with the expectation of a future repayment to the General Fund.

Water's Edge TIF – Professional Services

Original Budget	Expenditure Total	Requested Budget Amendment	Amended Budget
$0	$85,976	$85,976	$85,976

Foreign Fire Insurance Tax (Foreign Fire) Fund

The third fund in need of an amendment is the recently closed Foreign Fire Fund. Historically, this fund has been used to track the activity of the City's Foreign Fire Fund. Due to state legislation enacted effective January 1, 2023, any balance in the City's Foreign Fire Fund was transferred to the newly formed independent Crystal Lake Foreign Fire Fund, separate from the City. As such, the City recorded the final payout to the new organization as an expense to close out the fund on the City's financial statements. A budget amendment is necessary for $3,279, supplementing the previously approved budget of $31,950. This will bring the Fund's equity to $0 and close the fund.

Foreign Fire Insurance Tax Fund - Miscellaneous

Original Budget	Expenditure Total	Requested Budget Amendment	Amended Budget
$31,950	$35,129	$3,279	$35,129

Police Pension Fund – Benefits

The fourth fund in need of an amendment is the Police Pension Fund. Each year, the City estimates the expenditures of the Police Pension Fund for the coming year. Should more retirements occur than estimated, the expenditure may exceed the budget amount. For the 2022/23 budget, expenditures for the Police Pension fund were estimated at $4,028,930. Actual expenditures have come in slightly higher at $4,059,518.

Police Pension Fund

Original Budget	Expenditure Total	Requested Budget Amendment	Amended Budget
$4,028,930	$4,059,518	$30,588	$4,059,518

Firefighters' Pension Fund – Benefits

The final fund in need of an amendment is the Firefighters' Pension Fund. Each year, the City estimates the expenditures of the Firefighters' Pension Fund for the coming year. Should more retirements occur than estimated, the expenditure may exceed the budget amount. For the 2022/23 budget, expenditures for the Firefighters' Pension fund were estimated at $2,323,000. Actual expenditures have come in slightly higher at $2,336,029.

Firefighters' Pension Fund

Original Budget	Expenditure Total	Requested Budget Amendment	Amended Budget
$2,323,000	$2,336,029	$13,029	$2,336,029

Votes Required to Pass:

Simple majority.

Res.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that a budget amendment is approved to increase the budgeted amount for fiscal year 2022/23 for contractual crossing guard services in the Crossing Guard Fund from $110,000 to $123,392, for professional services in the Water's Edge Tax Increment Financing Fund from $0 to $85,976, for close out of balance in the Foreign Fire Fund from $31,950 to $35,129, for benefits in the Police Pension Fund from $4,028,930 to $4,059,518 and for benefits in the Firefighters' Pension Fund from $2,323,000 to $2,336,029.

DATED this 1st day of August, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 1, 2023
APPROVED: August 1, 2023

Draft