CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
September 5, 2023
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – August 15, 2023 Regular City Council Meeting**

5. **Accounts Payable**

6. **Public Presentation**
   The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**
   a. **Class 16 Temporary Liquor License Request – Knights of Columbus Fr. McCormick Council #3880 (St. Thomas the Apostle Church) - Saturday, September 9, 2023**
   b. **St. Thomas the Apostle Oktoberfest Special Event Permit Request, Street Closure for Pierson Street and Class 16 Temporary Liquor License – Saturday, September 23, 2023**

10. **1435 Trailwood Court - Variation to allow a fence to exceed the maximum four-foot height in a yard abutting a street to allow a six-foot high fence 8.5 feet into the required 30-foot setback, a variation of two feet in height**

11. **1394 Thornwood Lane – Residential Parking Permit**

12. **875 S. Route 31, Mercyhealth - Final Planned Unit Development Amendment for: a Temporary Immediate Care Clinic, and a Parking Variation to reduce the required parking, three (3) flag poles at 35 feet in height, and an additional 60 square feet of signage for the flag sign**

13. **4262 Route 176, Woodlore Townes (Lennar Corporation) - Comprehensive Land Use Plan Map Amendment from Commerce to High Density Residential, Rezoning from B-2 PUD General Commercial to R-3B PUD Multi-Family Residential, Preliminary and Final Planned Unit Development for a 47-unit townhome development, and Final Plat of Subdivision**

14. **439 E. Terra Cotta Avenue, Storage of America - Rezoning from E Estate to M PUD Manufacturing, Comprehensive Land Use Map Amendment from Commerce to Industry, Preliminary Planned Unit**

Development to allow multiple buildings on a zoning lot, Special Use Permit for Self-Storage, Variation from the SUP criteria requiring installation of landscape at the ends of each building, and Deferral from the requirement to bury the overhead utility lines until there is an area wide program

15. City Code Amendments – Sections 329-5 and 329-6(c) of the City Code relating to Class 30 Liquor Licenses and automatic reduction of licenses upon failure to renew or failure to complete license application requirements

16. Designation and Auction Sale of Surplus Property

17. Bid Award – Public Works Garage Floor Replacement – Phase 1

18. Intergovernmental Grant Agreement between the State of Illinois/Department of Natural Resources and the City for the Three Oaks Recreation Area Lake Loop Trail Project

19. Proposal Award - Preliminary Engineering Services for the Three Oaks Recreation Area Multiuse Path

20. Hotel Tax Funding Guidelines and Hotel Tax Rate Consideration

21. Council Inquiries and Requests

22. 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

23. Reconvene to Regular Session

24. 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: September 5, 2023

Item: Class 16 Temporary Liquor License Request – Knights of Columbus Fr. McCormick Council #3880 St. Thomas the Apostle Church) – Saturday, September 9, 2023

Staff Recommendation: Motion to approve issuance of a Class 16 Temporary Liquor License to the Knights of Columbus Fr. McCormick Council #3880 for a Parish Festival on September 9, 2023

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

Background:

The City has received a request from the Knights of Columbus Fr. McCormick Council #3880 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their Parish Festival being held at the St. Thomas the Apostle Church Parking Lot at the corner of Oak Street and Route 176, located at 451 West Terra Cotta Avenue, on Saturday, September 9, 2023 from 5:30 p.m. to 9:00 p.m.

Section 329-5-P of the City Code permits the issuance of a Class 16 Temporary Liquor License for the retail sale of beer and wine for consumption upon the premises specified in the license where sold. The license shall be issued to not-for-profit corporations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license.

The Knights of Columbus Fr. McCormick Council has met all application requirements for the temporary license.

Votes Required to Pass:

Simple majority

CITY OF CRYSTAL LAKE

Class "16"
Temporary Liquor License

General Information:

- A Class "16" **Temporary** Liquor License authorizes the retail sale of beer and wine for consumption upon the premises specified in the license.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Patrons of the premises where the beer and wine are to be sold are required to wear a non-transferrable, one use only, disposable wristband or other means of identification identifying them as patrons of the area that is subject to the license.
- Issuance of a Class "16" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

Robert Wurrall
[redacted]

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

The undersigned hereby makes application for a license for the sale at retail of beer and wine under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name Knights of Columbus Fr. McCormick Council 3880
(Must be not-for-profit organization)

Address P.O. Box 1365 Phone Number 815-455-5400

2. Location where beer and wine will be sold:
St. Thomas Parish Grounds 451 W. Terra Cotta Ave Rt. 176 & Oak St.

3. Dates of the event **(not to exceed three (3) days)**: September 9, 2023

4. Hours of operation: 5:30pm – 9:00pm

5. Describe the type of crowd and traffic control licensee will utilize. 300 people
2 entrances/exits on Rt. 176 and Oak Street

6. Describe plan for refuse pickup. 2 dumpsters within 400 feet of
Serving Area

7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
Robert Kosin 856 Bennington Dr. Crystal Lake IL. 60014
Joseph Schert 413 Huntley Rd. Crystal Lake IL. 60014
Michael Brucker 9635 Stonecastle Ln. Village of Lakewood IL 60014

8. **Please attach the following to your application:**
- ☑ **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
- ☑ **Proof of liquor liability insurance**
- ☐ **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer and wine on the property during the time requested.**
- ☑ **Site plan of area where beer and wine will be sold.**
- ☑ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "16" Temporary Liquor License to applicant.**

[signature] 8/7/23
Signature of President Date

[signature] 8-7-23
Signature of Secretary Date

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

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 7th day of August, 2023.

OFFICIAL SEAL
SAMANTHA K WILD
Notary Public, State of Illinois
My Commission Expires 10/31/2026

Samantha K Wild
Notary Public

ST. THOMAS THE APOSTLE
CATHOLIC CHURCH

July 28, 2023

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Mayor Haig Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our Parish Fest. This festival will be held in our St. Thomas the Apostle Oak Street Church parking lot at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, September 9, 2023.

The Fest is expected to be held between 5:30 pm to 9:00 pm with participation of around 300 people. We are planning this activity to be a fun activity which will help strengthen our community.

Thank you for your consideration of this request, and please contact us if you have any questions.

Sincerely in Christ,

Robert W. Jones

Rev. Robert W Jones, Pastor
St. Thomas the Apostle Church

272 King St, Crystal Lake, IL 60014 *(Parish Office)*
451 W. Terra Cotta Ave, Crystal Lake, IL 60014 *(Oak Street Church)*
453 Pierson St, Crystal Lake, IL 60014 *(Pierson Street Church)*

Phone 815-455-5400
Fax 815-455-2733
www.stthomascl.church

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/8/2023

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
Arthur J. Gallagher Risk Management Services, LLC
2850 Golf Rd
Rolling Meadows IL 60008

CONTACT NAME: Gallagher Bassett Services, Inc.
PHONE (A/C, No, Ext): 414-203-4053 FAX (A/C, No): 414-258-1250
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Catholic RRG , Inc	10083
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Diocese of Rockford
Finance & Administration Office
P.O. Box 7044
Rockford IL 61125

DIOCOFR-01

COVERAGES **CERTIFICATE NUMBER:** 2124394746 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			RRG 10268-26	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
	X Liquor Liability						MED EXP (Any one person)	$ Included
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ N/A
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
A	AUTOMOBILE LIABILITY			RRG 10268-26	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	ANY AUTO			XS1026826	7/1/2023	7/1/2024	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR			RRG 10268-26	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 1,000,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SP 4066812	7/1/2023	7/1/2024	X PER STATUTE [ ] OTH-ER	Statutory
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability and Auto Liability limits inclusive of $250,000 Self-Insured Retention.
If Additional Insured status noted herein, coverage afforded by Form #TNC-G118 (ed. 01/01/12).
FOR: St Thomas The Apostle Church - DIOCESE OF ROCKFORD - 451 W Terra Cotta Avenue, Crystal Lake, IL 60014
REASON: Parish Picnic to be held on church grounds 09/09/23 530pm-1000pm
City of Crystal Lake is listed as an additional insured

CERTIFICATE HOLDER

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

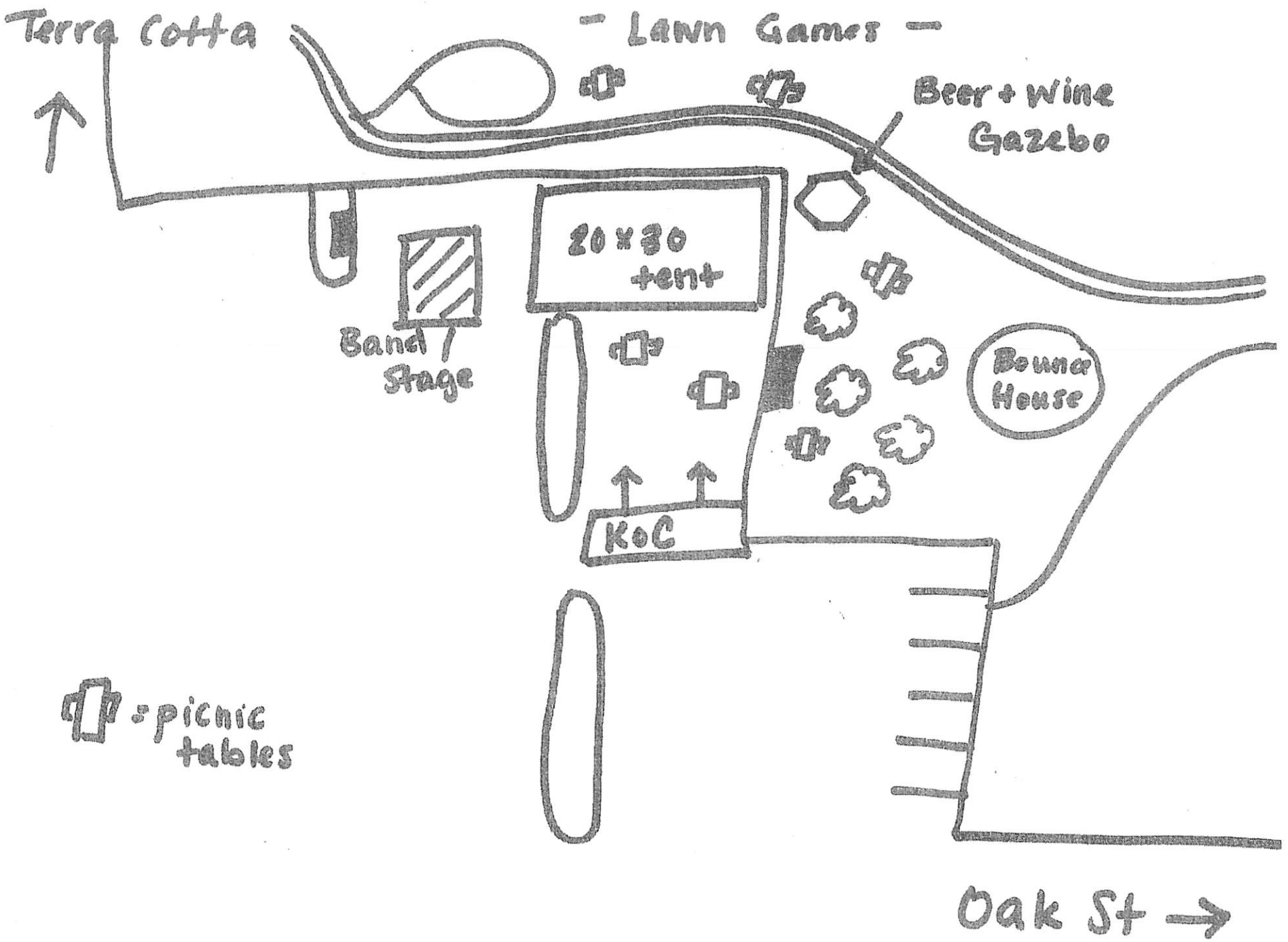
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Terra Cotta
- Lawn Games -
Beer + Wine Gazebo
20 x 30 +tent+
Band / Stage
Bounce House
KoC
= picnic tables
Oak St →

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: St. Thomas the Apostle Church Oktoberfest Special Event Permit Request, Street Closure for Pierson Street and Class 16 Temporary Liquor License – Saturday, September 23, 2023

Staff Recommendation: Motion to approve the following requests for St. Thomas the Apostle Church's Oktoberfest to be held on Saturday, September 23, 2023:

a. Issuance of a Class 16 Temporary Liquor License for the St. Thomas the Apostle Oktoberfest.
b. The application for a special event pursuant to staff recommended conditions, including the closure of part of Lake Street.

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

Background: St. Thomas the Apostle Church has requested a Special Event approval to hold an Oktoberfest. This event will be similar to their annual outdoor mass and picnic. The event is scheduled for Saturday, September 23, 2023 from 5:00 p.m. until 10:00 p.m. The request includes permission to close Pierson along the limits of the St. Thomas the Apostle Church property. Closing Pierson Street is a new request for this year, typically Lake Street was closed during the event. Closing Pierson Street would make it safer for the participants to move around the event within the St. Thomas school area, as well as provide for adequate time for setup and cleanup.

The City has also received a request from the St. Thomas the Apostle Catholic Church for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their Oktoberfest event being held on Saturday, September 23, 2023 from 5:00 p.m. to 10:00 p.m.

Section 329-5-P of the City Code permits the issuance of a Class 16 Temporary Liquor License for the retail sale of beer and wine for consumption upon the premises specified in the license where sold. The license shall be issued to not-for-profit corporations qualified to do business in

the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license. City staff has reviewed the petitioner's request and does not have concerns regarding the event and the closure of Pierson Street, providing the following conditions are met:

1) City-owned barricades must be used to block off the street closure sections. Barricades must be placed to allow access to existing crosswalks. In addition, a "Local Traffic Only" sign must be placed temporarily at the entrance to King Street from Virginia Street and along Pierson Street at Washington Street and Florence Street.
2) The petitioner must send a notice to all affected property owners along Pierson Street and post a notice of street closures a minimum of 5 days before the event along the street.
3) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway, if necessary.
4) Local traffic access to Pierson Street must be maintained throughout the event. Volunteers should be available to remove barricades to allow property owners on the roadway, if necessary.
5) All debris created by the event must be cleaned up during and after the event.
6) Provide 20-foot access lane(s) for emergency vehicles to gain access to the building, Fire Department Connection, and the event site.
7) Fire hydrants located on or near the property of the event must remain unobstructed and "No Parking" signs posted.
8) Tents and canopies used for this event must comply with City's tent requirements.
9) Generators, if used, must be a minimum of 20 feet from any tents/canopies and protected from the public by fencing, enclosure, or other approved means.
10) Any barricades used to restrict traffic or pedestrians must be easily moveable or manned by event staff should an emergency occur during the event hours.
11) The applicant needs to contact the Fire Prevention Bureau three days prior to the event to schedule a site/tent inspection, or if you have any questions or concerns regarding this review.
12) Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.
13) Obtain a Special Event Retailers Liquor License from the Illinois Liquor Control Commission. The application can be found at https://ilcc.illinois.gov/content/dam/soi/en/web/ilcc/sitecollectiondocuments/special-event-retailer-liquor-license-nfp.pdf.
14) All food vendors must obtain approval from the McHenry County Health Department.
15) Food Trucks will be individually responsible for obtaining a certificate of operation from the McHenry County Health Department Permit and a City of Crystal Lake Permit, and scheduling an inspection with the Fire Rescue Department. To schedule an inspection please contact the Fire Rescue Department at (815)356-3640.
16) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
17) In the case of inclement weather, an alternate date can be approved by the City Manager.

The applicant has been made aware of these recommended conditions and advised to attend the September 5, 2023 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME St. Thomas School Oktoberfest

EVENT LOCATION St. Thomas Parish 272 King Street Crystal Lake IL

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 Outdoor fundraising event for St. Thomas School	

2. General Description/Purpose of the event:
Fundraising event for St. Thomas School. Parents, staff and parishioners will attend.
Will be held on the parish/school grounds, with food, beverages, silent auction, raffle and DJ.

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: 25-30

9. Estimated attendance: 250

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: Kristin Blake
13. Contact Information for Event Manager:

Address: 673 Exmoor Ct
Crystal Lake IL 60014

(Please check preferred means of contact)

Daytime phone: [redacted] ☑
Emergency phone: [redacted] ☐
Cell phone: [redacted] ☐
Email: [redacted] ☐

EVENT OPERATION

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

Set Up: 9/22/23
Event: Oktoberfest
Dismantling: 9/25/23

15. Hours of the event:

Set Up: 5 - 10 PM
Event: Oktoberfest
Dismantling: 9/24/23

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?
Beer and Wine to be sold by our Knights of Columbus organization. License will be secured by the Knights.

**Please complete the attached Temporary Liquor License Application*

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☑ Yes ☑ No

    Temporary neighborhood event signs ☐ Yes ☑ No

    Directional signs ☑ Yes ☑ No

    Banner ☐ Yes ☑ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

    If yes, please specify the power requirements and plan for provision
    Electricity from buildings on the grounds at 272 and 265 King Street will be used.

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 have nurses that will be at the event and will use first aid equipment from school/parish.

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.

Robert W. Jones — Signature

8-8-23 — Date

Fr. Robert Jones — 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

ST. THOMAS THE APOSTLE
CATHOLIC CHURCH

August 7, 2023

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Mayor Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our School Oktoberfest. This event is being hosted by our School Alumni Association and Knights of Columbus Council #3880. It will be held on our School Grounds, 265 King Street on Saturday, September 23, 2023, from 5:00 pm to 10:00 pm. Tickets will be sold for the beer and wine.

Thank you for your kind consideration to our request. Should you require further information, please do not hesitate to contact us.

Sincerely in Christ,

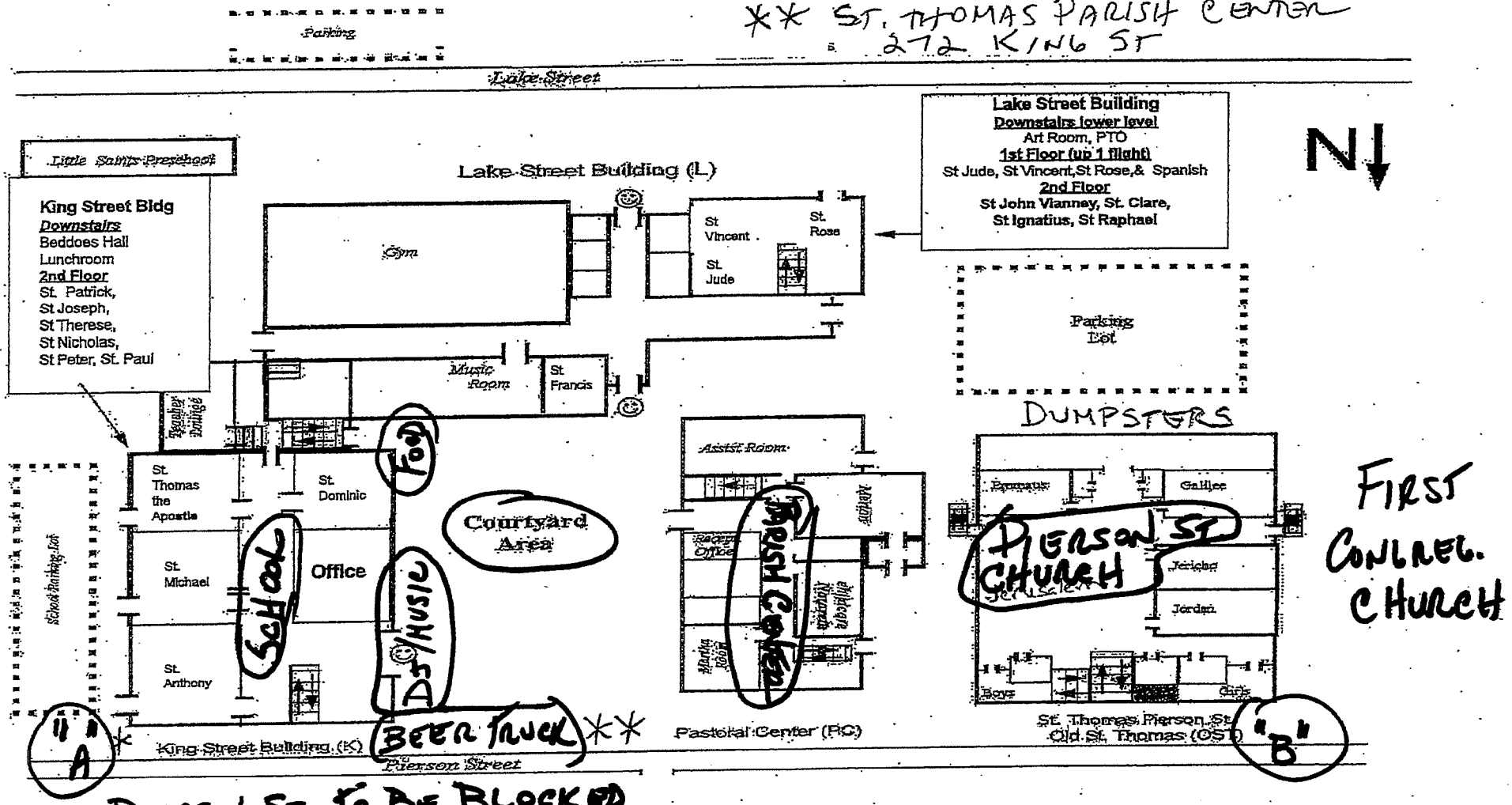
Robert W. Jones

Rev. Robert W Jones, Pastor
St. Thomas the Apostle Church

272 King St, Crystal Lake, IL 60014 *(Parish Office)*
451 W. Terra Cotta Ave, Crystal Lake, IL 60014 *(Oak Street Church)*
453 Pierson St, Crystal Lake, IL 60014 *(Pierson Street Church)*

Phone 815-455-5400
Fax 815-455-2733
www.stthomascl.church

* ST. THOMAS SCHOOL
265 KING ST
** ST. THOMAS PARISH CENTER
272 KING ST

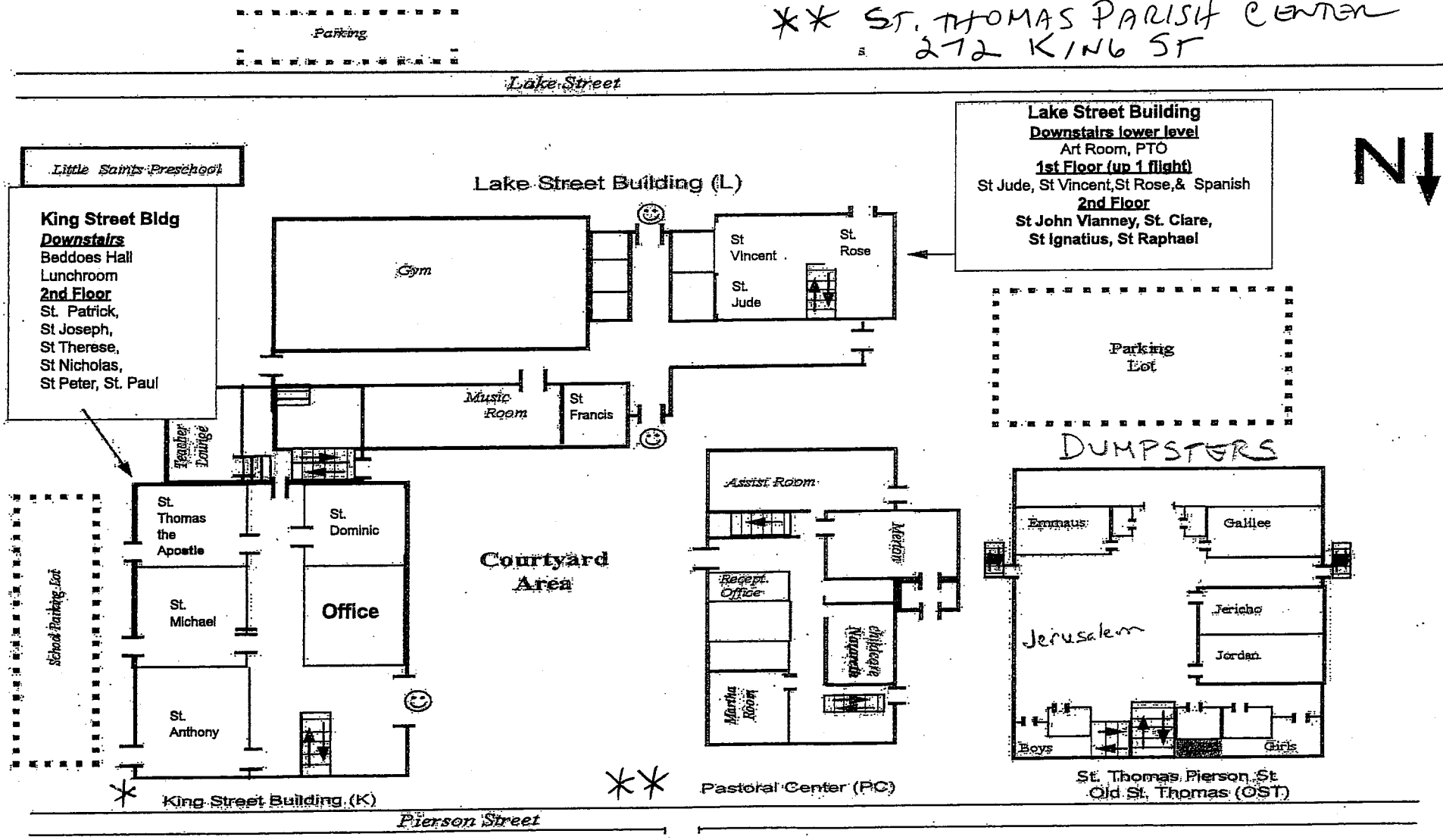


FIRST CONGREG. CHURCH

PIERSON ST. TO BE BLOCKED FROM 'A' TO 'B'

TABLES/CHAIRS IN COURTYARD AREA

* ST. THOMAS SCHOOL
265 KING ST
** ST. THOMAS PARISH CENTER
272 KING ST




PIERSON ST
FLORENCE ST
W VIRGINIA ST
PIERSON ST
JAMES ST
PIERSON ST
W VIRGINIA ST
W VIRGINIA ST
ORIOLE TRL
POMEROY AVE
ORIOLE TRL
EAGLE ST
LAKE ST
WASHINGTON ST
PIERSON ST
LAKE ST
453
265
415 Unit B
479 Unit A
230 Unit 1

CITY OF CRYSTAL LAKE

Class "16"
Temporary Liquor License

General Information:

- A Class "16" **Temporary** Liquor License authorizes the retail sale of beer and wine for consumption upon the premises specified in the license.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Patrons of the premises where the beer and wine are to be sold are required to wear a non-transferrable, one use only, disposable wristband or other means of identification identifying them as patrons of the area that is subject to the license.
- Issuance of a Class "16" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

The undersigned hereby makes application for a license for the sale at retail of beer and wine under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name Knights of Columbus Fr. McCormick Council 3880
(Must be not-for-profit organization)

Address P.O. Box 1365 Phone Number 815-455-5400

2. Location where beer and wine will be sold:
St. Thomas Apostle School Grounds 265 King St. Crystal Lake IL 60014

3. Dates of the event **(not to exceed three (3) days)**: September 23, 2023

4. Hours of operation: 5:00pm - 10:00pm

5. Describe the type of crowd and traffic control licensee will utilize. 200people
2 entrances/Exits on King and Pierson Streets

6. Describe plan for refuse pickup. 2 dumpsters with in 300 feet of
Serving Area

7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
Robert Kosin 856 Bennington Dr. Crystal Lake IL. 60014
Joseph Scherb 413 Huntley Rd. Crystal Lake IL. 60014
Michael Brucker 9635 Stonecastle Ln. Village of Lakewood IL, 60014

8. **Please attach the following to your application:**
- ☐ **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
- ☐ **Proof of liquor liability insurance**
- ☐ **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer and wine on the property during the time requested.**
- ☑ **Site plan of area where beer and wine will be sold.**
- ☑ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "16" Temporary Liquor License to applicant.**

Signature of President — Date 8/7/23

Signature of Secretary — Date 8/7-23

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

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 7th day of August, 2023.

OFFICIAL SEAL
SAMANTHA K WILD
Notary Public, State of Illinois
My Commission Expires 10/31/2026

Samantha K Wild
Notary Public

ST. THOMAS THE APOSTLE
CATHOLIC CHURCH

August 7, 2023

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Mayor Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our School Oktoberfest. This event is being hosted by our School Alumni Association and Knights of Columbus Council #3880. It will be held on our School Grounds, 265 King Street on Saturday, September 23, 2023, from 5:00 pm to 10:00 pm. Tickets will be sold for the beer and wine.

Thank you for your kind consideration to our request. Should you require further information, please do not hesitate to contact us.

Sincerely in Christ,

Rev. Robert W Jones, Pastor
St. Thomas the Apostle Church

272 King St, Crystal Lake, IL 60014 *(Parish Office)*
451 W. Terra Cotta Ave, Crystal Lake, IL 60014 *(Oak Street Church)*
453 Pierson St, Crystal Lake, IL 60014 *(Pierson Street Church)*

Phone 815-455-5400
Fax 815-455-2733
www.stthomascl.church

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/8/2023

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 Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: Gallagher Bassett Services, Inc. PHONE (A/C, No, Ext): 414-203-4053 FAX (A/C, No): 414-258-1250 E-MAIL ADDRESS:
INSURED DIOCOFR-01 Diocese of Rockford Finance & Administration Office P.O. Box 7044 Rockford IL 61125	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Catholic RRG , Inc — 10083 INSURER B : Safety National Casualty Corporation — 15105 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1534452743 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			RRG 10268-26	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
	X Liquor Liability						MED EXP (Any one person)	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ Included
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ N/A
	OTHER:						PRODUCTS - COMP/OP AGG	$ Included
								$
A	AUTOMOBILE LIABILITY			RRG 10268-26	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	ANY AUTO			XS1026826	7/1/2023	7/1/2024	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			RRG 10268-26	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 1,000,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SP 4066812	7/1/2023	7/1/2024	X PER STATUTE OTH-ER	Statutory
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability and Auto Liability limits inclusive of $250,000 Self-Insured Retention.
If Additional Insured status noted herein, coverage afforded by Form #TNC-G118 (ed. 01/01/12).
FOR: St Thomas the Apostle Parish/School - 265 King St, Crystal Lake, IL - DIOCESE OF ROCKFORD
REASON: Oktoberfest on school grounds 09/23/23 5pm-10pm. Beer and Wine will be served with wrist bands being issued to those ages 21 and above
City of Crystal Lake is listed as an additional insured

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

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Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Variation to allow a fence to exceed the maximum four-foot height in a yard abutting a street to allow a six-foot high fence 8.5 feet into the required 30-foot setback, a variation of two feet in height

Dan Foster, petitioners
1435 Trailwood Court

PZC Recommendation: To deny the request for the fence variation.

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

Background:

- The property is an existing single-family residence with a 5-foot 9-inch high fence that runs along the line of the house.
- The proposed fence would be the same style just moved 8.5 feet into the 30-foot yard abutting a street setback.



Request: To construct a new fence into the required 30-foot setback along a street. The fence would encroach 8.5 feet.

PZC Highlights:

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

- The petitioner stated he wanted more room within the fenced area for his family.
- The PZC could not find a hardship to allow the taller fence in the side yard.
- The PZC found that the petition did not met the Findings of Facts.

The Planning and Zoning Commission recommended **denial (6-1)** of the petitioner's request.

If the City Council choses to approve the request the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Foster, received 06/19/23)
   B. Site Plan (Foster undated, received 06/19/23)

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

Votes Required to Pass: A super majority vote (5 votes)

PIQ Map
1435 Trailwood Court



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING SIMPLIFIED RESIDENTIAL VARIATIONS TO A FENCE TO EXCEED THE MAXIMUM FOUR-FOOT HEIGHT IN A YARD ABUTTING A STREET TO ALLOW A SIX-FOOT HIGH FENCE 8.5 FEET INTO THE REQUIRED 30-FOOT SETBACK AT 1435 TRAILWOOD COURT

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-137) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested a Variation to allow a fence to exceed the maximum four-foot height in a yard abutting a street to allow a six-foot high fence 8.5 feet into the required 30-foot setback, a variation of two feet in height at 1435 Trailwood Court; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on July 22, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on August 16, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed variation; and

WHEREAS, on August 16, 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 denied, 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 a Variation to allow a fence to exceed the maximum four-foot height in a yard abutting a street to allow a six-foot high fence 8.5 feet into the required 30-foot setback, a variation of two feet in height at 1435 Trailwood Court (19-18-305-004), 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 (Foster, received 06/19/23)
   B. Site Plan (Foster undated, received 06/19/23)

Draft

2. 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 5th day of September, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: September 5, 2023
Approved: September 5, 2023

Draft

#2023-137
1435 Trailwood Court – Variation
Project Review for Planning and Zoning Commission

Meeting Date: August 16, 2023

Request: Variations to allow a fence to exceed the maximum four-foot height in a yard abutting a street to allow a six-foot high fence 8.5 feet into the required 30-foot setback, a variation of two feet in height.

Location: 1435 Trailwood Court

Acreage: Approximately 13,177 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 lot is a corner lot. Fences over four feet in height are required to meet building setbacks of 30 feet from the property line (typically one foot from the sidewalk). If the fence was four feet high it could be five feet from the yard abutting a street (corner side yard) property line.



Fence style



Proposed new fence location

Development Analysis:

General

- Request: To construct a six-foot high fence 8.5 feet into the required 30-foot yard abutting a street setback. This exceeds the maximum height allowance for a fence in this yard by two feet in height.
- 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.
- The fence will be adjacent to the neighbor's driveway.



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 to allow a fence to exceed the maximum four-foot height in a yard abutting a street to allow a six-foot high fence 8.5 feet into the required 30-foot setback, a variation of two feet in height.

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 (Foster, received 06/19/23)
   B. Site Plan (Foster undated, received 06/19/23)

2. 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

Dan Foster

Name

1435 Trailwood Ct.

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: 1435 Trailwood Ct.

   b. PIN #: 19-18-305-004

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:

NW Corner of property has a berm with 2 trees on the crest centered 10 ft and 27.5 feet from property line. Building a privacy fence on the building line would require a post that would come within 2 feet of a tree base, likely causing significant damage to the root system. The desire is to place a privacy fence 21.5 feet from property line to reduce root damage while maintaining existing privacy of the backyard.

IS THE HARDSHIP SELF-CREATED?

No, the main hardship is a result of the topographic and natural features of the property limiting ability to move current privacy fence to build line. A secondary hardship exists regarding usable space in fenced in area due to exsisting structures limiting safe space for children to play that isn't street adjacent.

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

No

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: Article 4 Section 4-700 2 e. permission already exists to build on Public Utility Easement based on existing structures.

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.

Daniel Foster 6-19-23

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.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, AUGUST 16, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

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

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

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

2023-137 – 1435 TRAILWOOD COURT – SIMPLIFIED RESIDENTIAL VARIATION – PUBLIC HEARING

Continued from July 19, 2023 meeting to the August 16th Planning and Zoning Commission hearing. Variations to allow a fence to exceed the maximum four-foot height in a yard abutting a street to allow a six-foot high fence 8.5 feet into the required 30-foot setback, a variation of two feet in height.

Dan Foster, property owner, was present to represent the petition. He stated he is a teacher at the local school. There are kids that attend his classes that live in the neighborhood. He is looking for some privacy for his family. He would like more usable space in the backyard. They have three young children under six years of age. The previous owners installed a pool, which uses up a large portion of the yard. There is a tree in the side yard and if he can move the fence out farther away from the house he could save that tree. He noted his hardship is the narrow lot and the existing structures in the yard.

Mr. Skluzacek asked about the height of the fence. Mr. Foster confirmed it is five feet nine inches, the same as the existing fence. Mr. Skluzacek said he did not want it to be six feet.

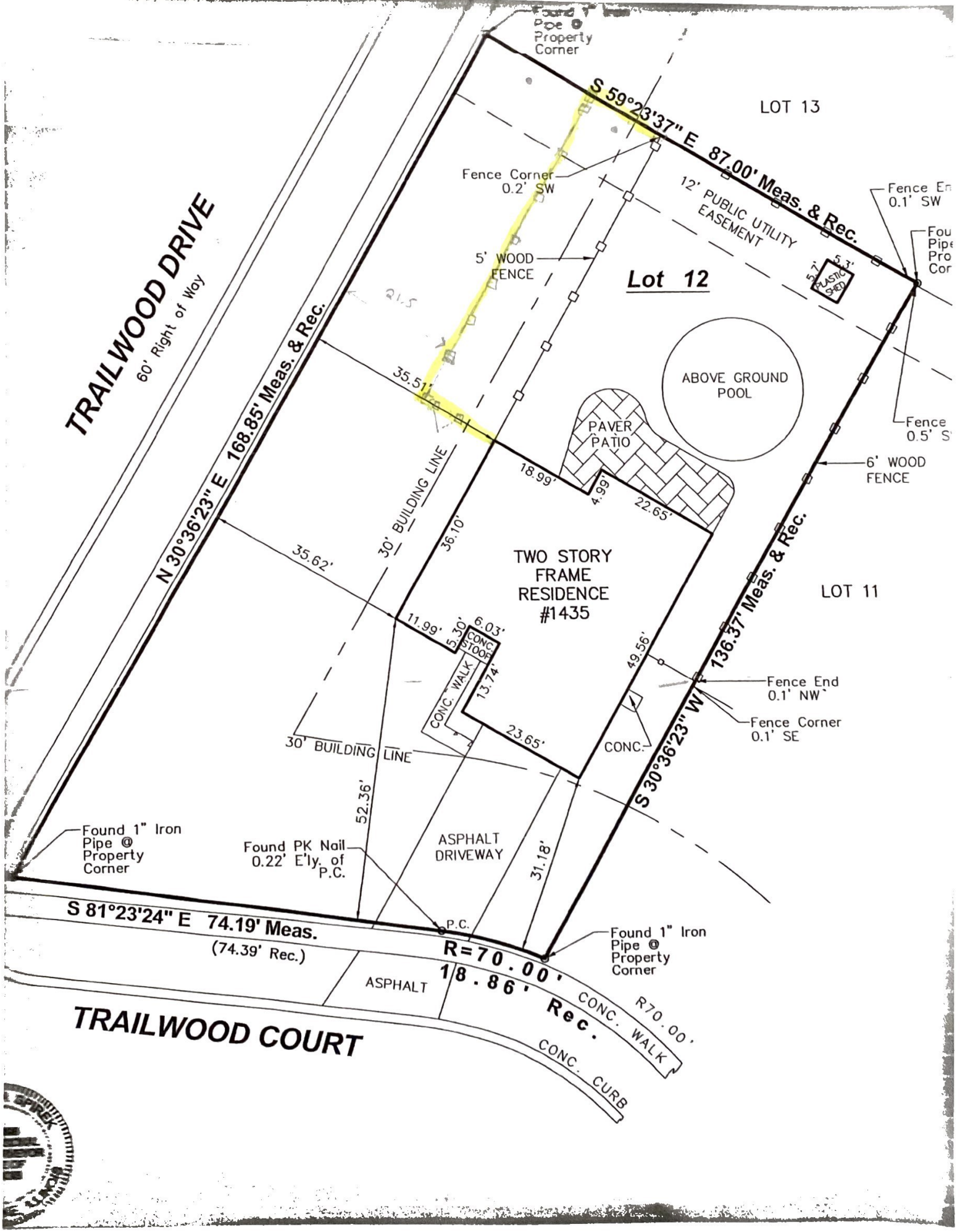
Mr. Gronow asked about fences in the yard abutting a street. He asked the petitioner if they can reduce the height to four feet and then it can be as close as five feet from the property line. This would allow them to get closer without a variation. Mr. Foster said they need privacy and most of their yard is along the street. Kids walk past the house. There is a student that lives across the street.

Ms. Teetsov said she does not want to set a precedent.

Mr. Smith agrees with the other commission members.

Mr. Greenman said it is hard to find the hardship with this request. He noted the City Council has a different purview than this commission. He asked for a motion.

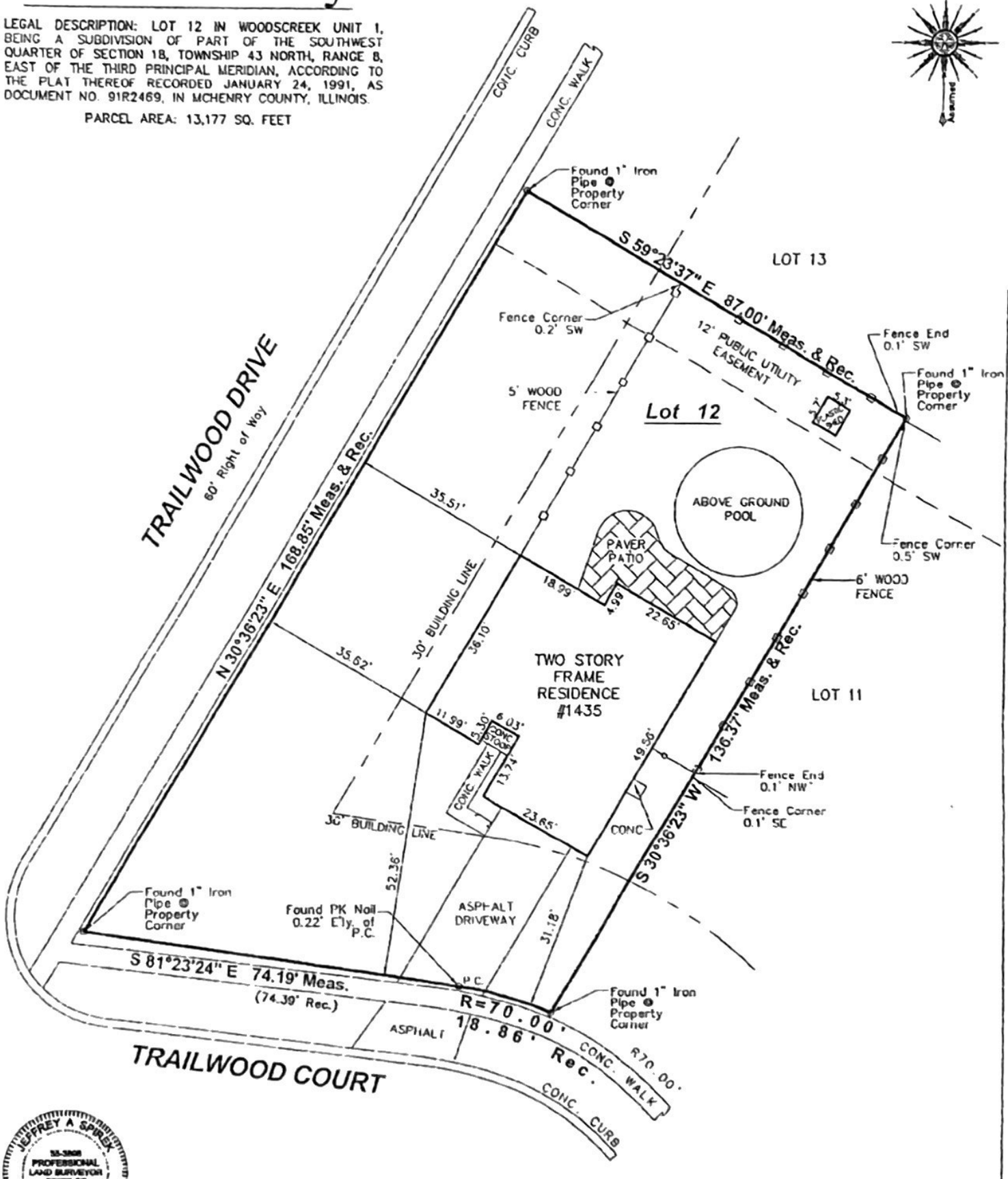
Mr. Smith made a motion to deny 2023-137 the request for the fence variation to allow a 6 foot fence 8.5 feet into the side yard. Mr. Skluzacek seconded the motion. On roll call, Members Gronow, Mason, Repholz, Skluzacek, Smith, Teetsov voted yes. Member Greenman voted no. Motion passed 6-1.


Found 1" Iron Pipe @ Property Corner
S 59°23'37" E 87.00' Meas. & Rec.
LOT 13
Fence Corner 0.2' SW
12' PUBLIC UTILITY EASEMENT
Fence End 0.1' SW
5' WOOD FENCE
Lot 12
5.7'
5.3'
PLASTIC SHED
TRAILWOOD DRIVE
60' Right of Way
N 30°36'23" E 168.85' Meas. & Rec.
35.51'
ABOVE GROUND POOL
PAVER PATIO
Fence 0.5' S
6' WOOD FENCE
18.99'
4.99'
22.65'
30' BUILDING LINE
36.10'
35.62'
TWO STORY FRAME RESIDENCE #1435
LOT 11
11.99'
5.30'
6.03'
CONC. STOOP
CONC. WALK
13.74'
49.56'
S 30°36'23" W 136.37' Meas. & Rec.
Fence End 0.1' NW
Fence Corner 0.1' SE
23.65'
CONC.
30' BUILDING LINE
52.36'
ASPHALT DRIVEWAY
31.18'
Found 1" Iron Pipe @ Property Corner
Found PK Nail 0.22' E'ly. of P.C.
S 81°23'24" E 74.19' Meas.
(74.39' Rec.)
P.C.
R=70.00'
118.86' Rec.
Found 1" Iron Pipe @ Property Corner
ASPHALT
R70.00'
CONC. WALK
CONC. CURB
TRAILWOOD COURT

Plat of Survey

LEGAL DESCRIPTION: LOT 12 IN WOODSCREEK UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1991, AS DOCUMENT NO. 91R2469, IN MCHENRY COUNTY, ILLINOIS.

PARCEL AREA: 13,177 SQ. FEET



JEFFREY A SPIREK
35-3898
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
CRYSTAL LAKE, ILLINOIS

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

STATE OF ILLINOIS } ss.
COUNTY OF MCHENRY }

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

DATED THIS 10th DAY OF August A.D. 2021

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

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

LEGEND

- Set IP
- Found IP
- Found "X"
- Found P.K.
- Wood Fence
- CL Fence
- Concrete
- Wood Deck
- Brick
- STREET LIGHT
- B-BOX
- WATER VALVE VAULT
- FIRE HYDRANT
- MANHOLE
- STORM MANHOLE
- JUNCTION BOX
- POWER POLE
- ELECTRIC TRANSFORMER

0' 20' 40' 60'

Luco Surveying
Professional Design Firm No. 184.007972
54 Lou Avenue, Crystal Lake, IL 60014
Phone: 815.526.3974 Email: admin@lucosurveying.com

Common Address: 1435 Trailwood Drive, Crystal Lake, IL.
PIN # 19-18-305-004

Job Number: 21 - 04067 Drawn By: LAH

Client: ANNEN Reference:

Field Work Completion: 08-09-2021

Revisions:




©2019 Google

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: Residential Parking Special Permit for 1394 Thornwood Lane

Staff Recommendation: City Council Discretion
A. Motion to approve the special permit as requested.
B. Motion to approve the special permit with any conditions.
C. Motion to deny the special permit request.

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

Background:

The petitioner, Amber McEstes, has applied for a special permit for residential parking in order to allow an oversized commercial truck to be parked on her property. She is seeking the special permit because her commercial truck is 27 feet long, 10 feet tall, and 8 feet wide, which exceeds the maximum 25 feet in length allowance.

Multiple neighbors have contacted the City regarding the parking of the vehicle and the City has issued citations for the parking of the vehicle since it does not meet the requirements listed below.

Currently, the truck is parked on gravel. Ms. McEstes indicated the nature of the hardship is the costs that would be incurred for storage elsewhere, gas, use of another vehicle and the additional drive time daily. She is requesting to continue to park the truck on the east side of her detached garage. There is approximately 28 feet between the garage and lot line, which is adequate room for an 8-foot wide commercial truck.

The UDO requires the following, except when the City Council grants a special permit. The City Council has reviewed eight applications for special permits, with only one being denied. See table below. The parking and storage of construction equipment, trucks, trailers and commercial vehicles in any residential district must be in a fully enclosed structure. If not, the vehicle standards listed below must be met. All vehicles as provided are allowed to be parked only on an approved surface.

The applicable section of the Off-Street Parking and Loading Ordinance reads as follows:

Article VI Off-Street Parking and Loading § 650-4-200F.1.c

b. Vehicle height. No portion or element of the vehicle shall exceed a height of 11 feet from the ground to its highest point, including cargo box or other permanently mounted equipment; provided, however, that ladder racks, warning lights, and antennas; and air conditioner units and other accessory structures on vehicle roofs shall not be included in the measurement of height. Height shall be measured with the vehicle's tires properly inflated.

c. Vehicle length. The vehicle shall not exceed a length of 25 feet.

Previous Residential Parking Special Permit Considerations		
Address	Request	Approved (Yes or No)
925 Augusta Drive	5-wheel camper	Yes
877 Cambridge Lane	Boat	Yes
649 Devonshire Lane	Motor home	Yes
1200 Pinewood Drive	Boat	Yes
155 Sunnyside Avenue	Travel Trailer	Yes
60 Surrey Lane	32-foot Recreational Vehicle	No
1119 Windridge Drive	5-wheel camper	Yes
67 W Woodstock Street	Tow truck	Yes

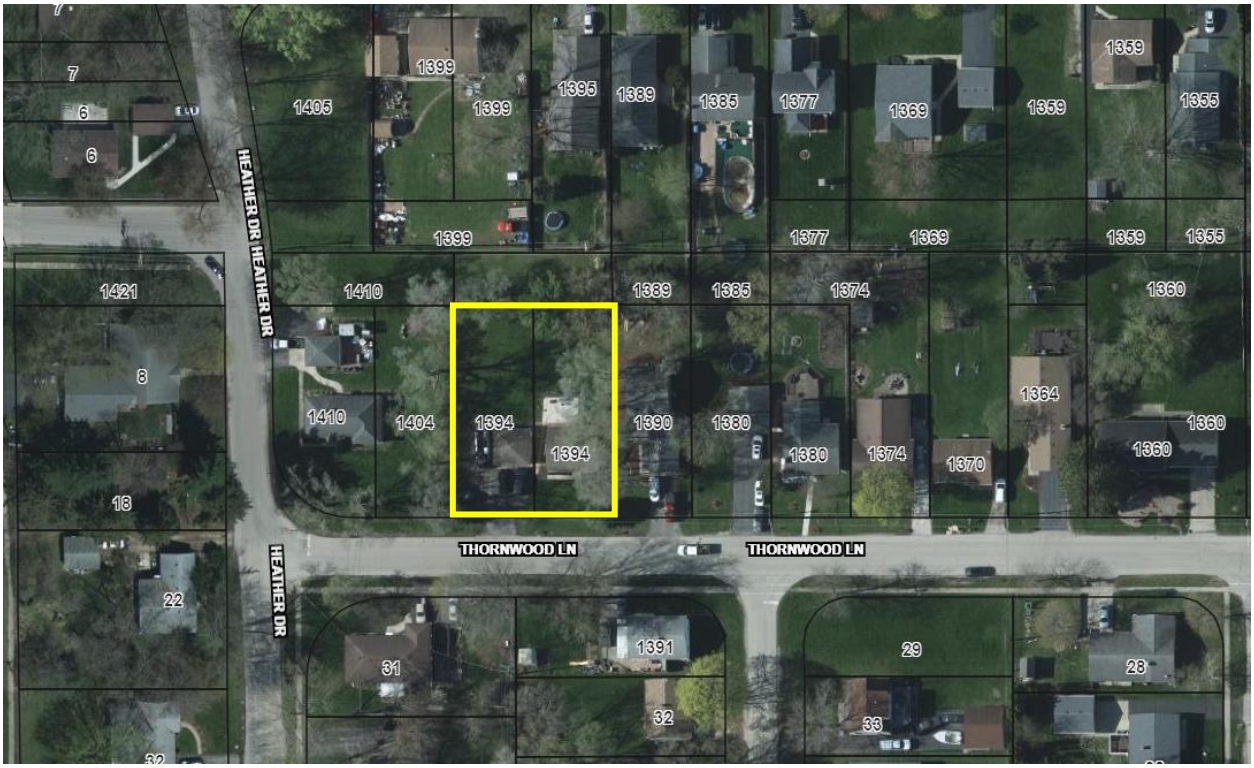
Staff recommends a condition of approval that the area where the truck is parked must be an approved surface. The petitioner would need to obtain a building permit. The pavement must be completed within one year.

Attached is a copy of the application, a copy of the plat of survey indicating the location of the commercial vehicle on the property, the notice and list of names of surrounding properties that were notified, and a notarized affidavit. The $80.00 application fee has been paid. The petitioner will attend the City Council meeting to discuss the request with the City Council.

Votes Required to Pass:

Simple majority of the City Council present.

PIQ Map
1394 Thornwood Lane



Office Use Only
Case #

City of Crystal Lake
Residential Parking Special Permit Application

IMPORTANT: Please submit the application at least two weeks prior to the intended City Council meeting. City Council meetings are held the first and third Tuesdays of each month.

☐ Recreational Vehicle ☐ Trailer ☒ Truck ☐ Travel Trailer ☐ Other: _____

Petitioner Information

Name: Amber McEstes

Address: 1394 Thornwood Lane

Crystal Lake, IL 60014

Phone: _____

E-mail: _____

Owner Information (if different)

Name: _____

Address: _____

_____

Phone: _____

E-mail: _____

Property Information

Property Address: 1394 Thornwood Lane, Crystal Lake, IL 60014
Type of Vehicle (Include registration plate information): K Plate

Vehicle Height, Length & Width (Attach picture): 27 Ft. Long, 10 Ft. tall, 8 Ft. Wide

Where will the vehicle be stored: (Provide site plan) Alongside garage

Describe nature of the hardship: costs would be incurred for storage elsewhere, gas, use of another vehicle and a time inconvenience; adding additional drive time daily and the use of another vehicle before and after work adding additional resources being used.

Signatures

Amber McEstes 8/9/23

PETITIONER: Amber McEstes **Date:**

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

Amber McEstes 8/9/23

OWNER: Amber McEstes **Date**

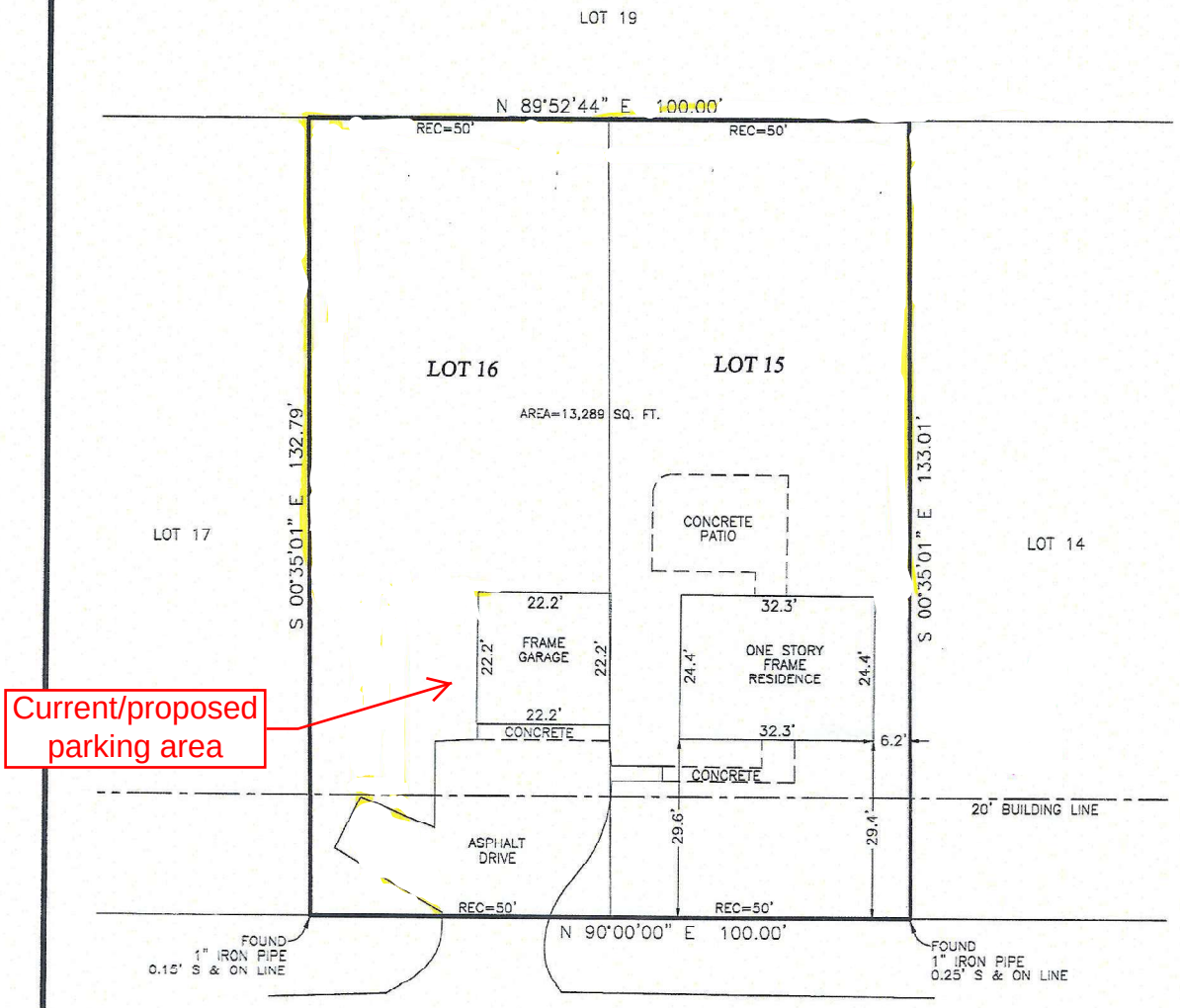
Council Action

Date: _____ Action: **APPROVED** **DENIED**

Conditions: _____

PLAT OF SURVEY

LOTS 15 AND 16 IN BLOCK 14 IN R.A. CEPEK'S CRYSTAL VISTA, A SUBDIVISION OF PART OF SECTION 1, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 1927 AS DOCUMENT NUMBER 76823, IN BOOK 6 OF PLATS, PAGES 18 AND 19, IN MCHENRY COUNTY, ILLINOIS.



THORNWOOD LANE

(PLATTED AS NORTH GRANADA VISTA 50' ROW)

GENERAL NOTES

1. COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCE IMMEDIATELY.
2. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE.
3. BEARINGS SHOWN HEREON ARE ASSUMED.
4. ALL DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
5. FIELD WORK COMPLETED 06/18/2018.
6. PREPARED FOR RICK MILLER.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF McHENRY }

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

GIVEN UNDER MY HAND AND SEAL AT WOODSTOCK, ILLINOIS, THIS 25TH DAY OF JUNE, A.D., 2018.

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3552
LICENSES EXPIRE NOVEMBER 30, 2018.
PROFESSIONAL DESIGN FIRM 184.006160

© COPYRIGHT 2018

MERIDIAN
Land Surveying Co.
2547 APPLEWOOD LANE
WOODSTOCK, IL
(815)861-3135

1394 THORNWOOD LANE
CRYSTAL LAKE, IL

PROJECT NO. 18-076
DATE 06/22/18
SCALE 1" = 20'
DRAWN BY : CDH
CHECKED BY : CDH

PAGE 1 OF 1







BEFORE THE CITY COUNCIL
OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

IN THE MATTER OF THE APPLICATION OF)
AMBER ESTES)

NOTICE

Notice is hereby given in compliance with the Unified Development Ordinance (UDO) of the City of Crystal Lake, Illinois, that a public meeting will be held before the City Council upon the application of Amber Estes seeking Residential Parking Special Permit at 1394 Thornwood Lane, Crystal Lake, Illinois. PINs 18-01-102-005 and 18-01-102-004.

This application is filed for the purpose of seeking a Residential Parking Special Permit to allow the parking of a commercial truck in excess of 25 feet in length on a residential property, as proposed. Plans for this project can be viewed at the Crystal Lake Community Development Department at City Hall.

A meeting before the City Council for this request will be held at 7:00 p.m. on Tuesday, September 5, 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.

Nick Kachiroubas, City Clerk
City of Crystal Lake

(TO BE MAILED BY REGULAR MAIL ON OR BEFORE AUGUST 26, 2023)

Parcel Number	Owner	Mail To Address 1	Mail To Address 2	Mail To City	Site Address Street	Site Address City
18-01-102-004	AMBER DYSON	1394 THORNWOOD LN		CRYSTAL LAKE, IL 60014	THORNWOOD LN	CRYSTAL LAKE, IL
18-01-102-005	AMBER DYSON	1394 THORNWOOD LN		CRYSTAL LAKE, IL 60014	1394 THORNWOOD LN	CRYSTAL LAKE, IL
18-01-102-006	JOHN B KATIE E EDWARDS	1390 THORNWOOD LN		CRYSTAL LAKE, IL 600145042	1390 THORNWOOD LN	CRYSTAL LAKE, IL
18-01-102-021	INVERCLYDE LLC	8665 E HARTFORD DR	STE 200	SCOTTSDALE, AZ 85255	TEAKWOOD LN	CRYSTAL LAKE, IL
18-01-102-032	MCHENRY CO TRS	PO BOX 96		EDWARDSVILLE, IL 620250096	NA	
18-01-102-003	JOSEPH STEINER	1410 THORNWOOD LN		CRYSTAL LAKE, IL 600145044	1404 THORNWOOD LN	CRYSTAL LAKE, IL
18-01-102-002	JOSEPH STEINER	1410 THORNWOOD LN		CRYSTAL LAKE, IL 600145044	1410 THORNWOOD LN	CRYSTAL LAKE, IL
18-01-103-011	MIGUEL GARCIA	1391 THORNWOOD LN		CRYSTAL LAKE, IL 60014	1391 THORNWOOD LN	CRYSTAL LAKE, IL
18-01-103-001	HERBERT R JACQUIE S ZERBEL	665 OAK ST		WOODSTOCK, IL 60098	31 S HEATHER DR	CRYSTAL LAKE, IL

STATE OF ILLINOIS

COUNTY OF MCHENRY

IN THE MATTER OF THE APPLICATION OF
(Amber McEstes);

AFFIDAVIT

(Amber McEstes), being first duly sworn on oath deposes and states as follows:

A. That a copy of the legal notice, concerning the meeting date for the above mentioned Petitioner, was sent to each of the persons named on the attached list by regular mail notifying them of the meeting before the City Council on September 5, 2023, at 7:00 PM, at the City of Crystal Lake City Hall, 100 West Woodstock Street in Crystal Lake, Illinois. Said notice was mailed to each of the below mentioned persons by regular mail on August 22, 2023

(Amber McEstes)

Subscribed and Sworn to me before
This 23rd day of August, 2023

Notary Public

OFFICIAL SEAL
KRISTIN M PARKIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/25/26

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Mercyhealth

Requests: Final Planned Unit Development Amendment for:
1. Temporary Immediate Care Clinic
2. Parking Variation to reduce the required parking
3. Three flag poles at 35 feet in height and an additional 60 square feet of signage for the flag sign

Petitioner: Joanna Benning, petitioner
875 S. Route 31

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting the Final Planned Unit Development Amendment for the temporary immediate care and parking variation for Mercyhealth Hospital at 875 S. Route 31 and to deny the flag pole variations.

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

Background:

- Mercyhealth received the Final Planned Unit Development Approval in 2018. The hospital is open and providing services to patients.
- As part of the Illinois Health Facilities and Services Review Board approval for the hospital, Mercyhealth was limited in its treatment rooms. People requiring immediate care are currently using the emergency services. This has placed an additional burden on the emergency room.
- The temporary immediate care manufactured unit would allow them to gauge the needs of the community in order to revise their application to the Illinois Health Facilities and Services Review Board to request an addition to the hospital.
- Mercyhealth has two concerns with the PZC approval. The first is the condition to only allow the one-year approval as it does not afford them enough time to gather data and apply for an addition. The second is to approve their original request including the flagpoles.

- The maximum height for flag poles is 10 feet above the height for an accessory structure, which would allow for 25-foot flag poles. The proposed flag poles are 35 feet in height and include a flag sign.

PZC Highlights:

- The Planning and Zoning Commission noted that Mercyhealth seemed disingenuous as they received a final PUD approval and then continued to modify it with additional variations after the fact.
- The PZC had concerns over the look of the manufactured unit.
- The PZC did not want to see any additional signage.
- The PZC felt the petitioner should comply with the UDO requirements for flag poles.
- The PZC found that this request meets the Findings of Fact and approved the temporary clinic building and parking variation with revised recommended conditions of approval.

The PZC recommended **approval (6-1)** of the petitioner's request for the temporary immediate care clinic manufactured unit and parking variation with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Mercyhealth, received 07/14/23)
   B. Architectural Plans (Willscot, dated 06/30/23, received 07/14/23)
   C. Floor Plan (Wilscot, dated 2023, received 07/20/23)
   D. Elevations (Wilscot, undated, received 07/14/23)

2. Conditions from Ordinances 7454 and 7835 remain valid, as applicable unless modified by this request.

3. Architecture
   ~~A. Duplicate the stone base from the hospital along the bottom two feet of the temporary clinic.~~
   ~~B. Use brick paneling along the main portion of the temporary clinic or a smart siding the same color as the main dark brick of the hospital.~~
   ~~C. Create a roofline that is similar to the hospital and use design elements from the paneling and top cap to replicate the hospital.~~
   ~~D. Provide revised elevations with the building permit review.~~ **(Deleted by the PZC)**
   A. **Work with staff for considerable enhancement of the exterior of the building so it will not be a detriment to the hospital. (Added by the PZC)**

4. The temporary clinic is limited to a total of 50 square feet of signage, which can be located on any of the four sides.

5. Any additional way-finding signage must meet the directional signage requirements or be located on existing way-finding signs.

6. The structure may not be located on the municipal utility easement. Relocate the structure and illustrate new site plan with the building permit submittal.

7. As the proposal is for a temporary clinic, this amendment shall remain valid for **one** ~~four~~ year~~s~~ and can only be extended by request to the City Council. **(Modified by the PZC)**

8. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Public Works and Engineering Departments.

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Final Planned Unit Development Amendment for Mercyhealth at 875 S. Route 31. Please check one of the choices and sign below.

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

X 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:

Please change #7, to this amendment is good for 4 years as recommended by the City Staff.
Please Include the Flag Pole Variation because this was on the original approved PUD as part of the Spec Book in Section 10 7516 – Ground-Set Flagpoles 2.3, A.

Petitioner's Name: Joanna Benning Date: 8/28/2023
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Mercyhealth, received 07/14/23)
   B. Architectural Plans (Willscot, dated 06/30/23, received 07/14/23)
   C. Floor Plan (Wilscot, dated 2023, received 07/20/23)
   D. Elevations (Wilscot, undated, received 07/14/23)

2. Conditions from Ordinances 7454 and 7835 remain valid, as applicable unless modified by this request.

3. Architecture
   A. Work with staff for considerable enhancement of the exterior of the building so it will not be a detriment to the hospital.

4. The temporary clinic is limited to a total of 50 square feet of signage, which can be located on any of the four sides.

5. Any additional way-finding signage must meet the directional signage requirements or be located on existing way-finding signs.

6. The structure may not be located on the municipal utility easement. Relocate the structure and illustrate new site plan with the building permit submittal.

7. As the proposal is for a temporary clinic, this amendment shall remain valid for one year and can only be extended by request to the City Council.

8. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Public Works and Engineering Departments.

PIQ Map
875 S. Route 31



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AMENDMENT FOR A TEMPORARY IMMEDIATE CARE CLINIC, PARKING VARIATION, AND FOR THREE FLAG POLES AT 35 FEET HIGH WITH AN ADDITIONAL 60 SQUARE FEET OF SIGNAGE FOR THE FLAG FOR MERCYHEALTH AT 875 S. ROUTE 31

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-150) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Final Planned Unit Development Amendment for a temporary immediate care clinic, a parking variation to allow 304 spaces and three flag poles 35 feet in height and with an additional 60 square feet of free-standing signage for the flag for Mercyhealth at 875 S. Route 31; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on August 1, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on August 16, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development; and

WHEREAS, on August 16, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Final Planned Unit Development Amendment be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Final Planned Unit Development Amendment be issued as requested in said Petition.

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

Section I: That a Final Planned Unit Development Amendment for Final Planned Unit Development Amendment for a temporary immediate care clinic, a parking variation to allow 304 spaces, and for three flag poles at 35 feet in height and an additional 60 square feet of signage for the flag for the hospital complex for Mercyhealth at 875 S. Route 31, (19-10-400-013, 19-10-400-011, 19-10-400-010, 19-10-401-010, 19-10-401-009, 19-10-401-008), Crystal Lake, Illinois is hereby approved.

Draft

Section II: Said Final Planned Unit Development Amendment is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Mercyhealth, received 07/14/23)
   B. Architectural Plans (Willscot, dated 06/30/23, received 07/14/23)
   C. Floor Plan (Wilscot, dated 2023, received 07/20/23)
   D. Elevations (Wilscot, undated, received 07/14/23)

2. Conditions from Ordinances 7454 and 7835 remain valid, as applicable unless modified by this request.

3. Architecture
   A. Work with staff for considerable enhancement of the exterior of the building so it will not be a detriment to the hospital.

4. The temporary clinic is limited to a total of 50 square feet of signage, which can be located on any of the four sides.

5. Any additional way-finding signage must meet the directional signage requirements or be located on existing way-finding signs.

6. The structure may not be located on the municipal utility easement. Relocate the structure and illustrate new site plan with the building permit submittal.

7. As the proposal is for a temporary clinic, this amendment shall remain valid for one year and can only be extended by request to the City Council.

8. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Public Works and Engineering Departments.

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

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

Draft

Ord. No.
File No.

DATED at Crystal Lake, Illinois, this 5th day of September, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: September 5, 2023
Approved: September 5, 2023

Draft

Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AMENDMENT FOR A TEMPORARY IMMEDIATE CARE CLINIC AND PARKING VARIATION FOR MERCYHEALTH AT 875 S. ROUTE 31

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-150) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Final Planned Unit Development Amendment for a temporary immediate care clinic, a parking variation to allow 304 spaces and three flag poles 35 feet in height and with an additional 60 square feet of free-standing signage for the flag for Mercyhealth at 875 S. Route 31; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on August 1, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on August 16, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development; and

WHEREAS, on August 16, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Final Planned Unit Development Amendment for the temporary immediate care clinic and parking variation be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Final Planned Unit Development Amendment be issued as requested in said Petition.

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

Section I: That a Final Planned Unit Development Amendment for Final Planned Unit Development Amendment for a temporary immediate care clinic, a parking variation to allow 304 spaces for the hospital complex for Mercyhealth at 875 S. Route 31, (19-10-400-013, 19-10-400-011, 19-10-400-010, 19-10-401-010, 19-10-401-009, 19-10-401-008), Crystal Lake, Illinois is hereby approved.

Draft

Section II: Said Final Planned Unit Development Amendment is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Mercyhealth, received 07/14/23)
   B. Architectural Plans (Willscot, dated 06/30/23, received 07/14/23)
   C. Floor Plan (Wilscot, dated 2023, received 07/20/23)
   D. Elevations (Wilscot, undated, received 07/14/23)

2. Conditions from Ordinances 7454 and 7835 remain valid, as applicable unless modified by this request.

3. Architecture
   A. Work with staff for considerable enhancement of the exterior of the building so it will not be a detriment to the hospital.

4. The temporary clinic is limited to a total of 50 square feet of signage, which can be located on any of the four sides.

5. Any additional way-finding signage must meet the directional signage requirements or be located on existing way-finding signs.

6. The structure may not be located on the municipal utility easement. Relocate the structure and illustrate new site plan with the building permit submittal.

7. As the proposal is for a temporary clinic, this amendment shall remain valid for one year and can only be extended by request to the City Council.

8. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Public Works and Engineering Departments.

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

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

Draft

Ord. No.
File No.

DATED at Crystal Lake, Illinois, this 5th day of September, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: September 5, 2023
Approved: September 5, 2023

Draft

#2023-150
Mercyhealth Hospital – Final PUD Amendment
Project Review for Planning and Zoning Commission

Meeting Date: August 16, 2022

Requests: Final Planned Unit Development Amendment for
a. Temporary Immediate Care Clinic,
b. Parking Variation,
c. Flag poles exceeding the maximum height with additional free-standing signage.

Location: 875 Route 31

Acreage: 16.39 acres

Existing Zoning: O PUD Office

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

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- Mercyhealth received the Final Planned Unit Development Approval in 2018. The complex is currently open and taking appointments.
- In order to handle and plan for the influx of immediate care patients, Mercyhealth is proposing a temporary clinic in the parking lot. The temporary clinic will be in place for up to three years while Mercyhealth can design an addition to the existing hospital.
- The clinic is taking up required parking spaces, as well as adding additional square footage demanding more parking space. The required parking for the entire site is 328 spaces. There are 304 spaces while the temporary clinic is in use. A parking variation of 24 spaces is requested.
- The clinic is a modular trailer type building and does not meet the City's design standards.
- Flag poles are permitted in any zoning district. Flag signs are only permitted in the Downtown area. The Mercyhealth flag sign is approximately 60 square feet.
- The maximum height for flag poles is 10 feet above the height for an accessory structure. Accessory structures are limited to 15 feet in height in the Office zoning district. The flag poles are 35 feet in height.
- The accessory building has additional signage proposed.

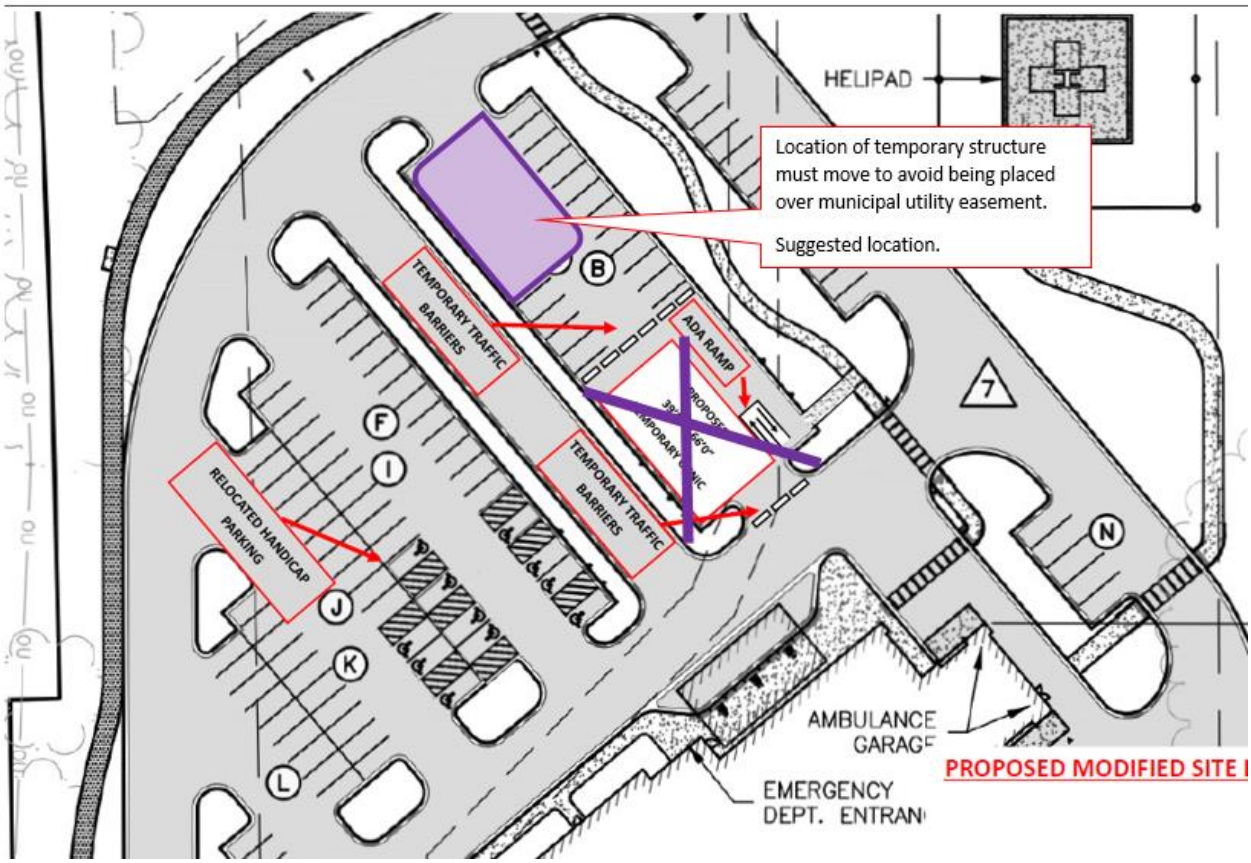
Land Use Analysis:

ZONING

- The site is currently zoned O PUD Office and Mercy received a Special Use Permit for a hospital and helipad and Final PUD approval.
- The Comprehensive Land Use Plan designates this area as Commercial. The proposed office use is an acceptable business use in the Commercial land use district.

SITE PLAN

The proposed clinic is located in the parking area near the emergency entrance. A municipal utility easement cuts through this portion of the site. The clinic cannot be located over the easement. A condition has been added that the structure needs to be relocated.



SIGNAGE

- The petitioners are requesting wall signage on all four elevations.
- The UDO does not outline allowances for signage on accessory buildings, therefore, any additional signage would have to be within the PUD sign allowance for Mercyhealth.
- The PUD sign allowance was for 1,871 square feet for the building. This is already existing and therefore a variation would be required for the request of an additional approximately 160 square feet of signage on the temporary clinic.

Findings of fact:

Final Planned Unit Development Amendment

The petitioner is requesting approval of a Final Planned Unit Development Amendment to allow the temporary clinic, with the parking variation, and the installation of the three flag poles exceeding the maximum height allowed and adding signage. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

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

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

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

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

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

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

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

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

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

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

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

In addition PUDs must also meet the standards in Section 4-500 C. Development Standards and 4-500 D. 1 Additional standards for Planned Unit Developments Commercial PUDs.

1. Implements the vision and land use policies of the Comprehensive Plan.
   ☒ Meets ☐ Does not meet

2. Shall not result in substantial adverse effect on adjacent property, natural resources, infrastructure, public sites or other matter of public health, safety and welfare.
   ☒ Meets ☐ Does not meet

3. PUDs must provide transitional uses to blend with adjacent development.
   ☒ Meets ☐ Does not meet

4. PUD phases must be logically sequenced.
   ☒ Meets ☐ Does not meet

5. The density and intensity of a PUD shall be in accordance with the Comprehensive Plan.
   ☒ Meets ☐ Does not meet

6. All dimensional standards shall be listed within the PUD plan if they do not meet the Ordinance minimum standards.
   ☒ Meets ☐ Does not meet

7. The responsible parties for all on-site and other required public improvements shall be established and a utility plan indicating all proposed easements shall be provided.
   ☒ Meets ☐ Does not meet

8. Any private infrastructure shall comply with the city standards.
   ☒ Meets ☐ Does not meet

9. The PUD plan shall establish the responsibility of the applicant/developer.
   ☒ Meets ☐ Does not meet

10. A bond or letter of credit shall be posted to cover required fees or public improvements.
    ☒ Meets ☐ Does not meet

Planned Unit Development Variations
The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal. This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements which may otherwise require individual requests and applications for zoning variations.

Ideally, this flexibility results in a development that is better planned, contains more amenities, and is ultimately more desirable than one that would have been produced through compliance with typical zoning ordinance and subdivision controls.

Therefore more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. Although a formal variation request is not required to be made in conjunction with a Planned Unit Development, Staff identifies those aspects of the Planned Unit Development which effectively result in variations from UDO requirements. If the evidence is not found to justify these variations from the UDO that fact shall be reported to the City Council with a recommendation that the variations from the UDO which are proposed as part of the Planned Development be lessened or denied.

The Planned Unit Development proposed by the Petitioner includes the following variations from the UDO:

Article 3-300 Density and Dimensional Standards

- Flag poles are permitted, but cannot exceed 10 feet above the height of an accessory structure. This would allow the flag poles to be 25 feet in height. They are 35 feet high.

Article 4-200 Parking

- Parking for a hospital is based on 2 spaces per patient bed and 1 space per 300 gross square feet of administrative areas. The original PUD broke the use into three categories, hospital, medical facilities and hospital. The existing hospital requires 319 spaces.
- The temporary clinic is adding 5 treatment rooms and additional staff area.
- The temporary clinic is located in the parking lot, removing 16 spaces.
- This reduction of spaces and the addition of more patient area requires additional parking. The total parking required is 328 spaces. Parking provided is 304 spaces.
    - Mercy Health has other facilities and feel the parking provided will meet the needs of the patients and staff.

Article 4-900 Design Standards

- Office buildings are required to meet six of the ten design standards. The building meets one of the standards.
    - The building will have LP Smart siding, which is a wood siding product.
    - The main wall color will be similar to the brick color of the main hospital.
    - The skirting along the bottom of the temporary clinic will be similar to the stone color of the main hospital.

Article 4-1000 Signs

- There are three flag poles, the American, the State of Illinois and a Mercy Health. The Mercy Health flag is considered signage. This is an additional 60 square feet of free-standing signage.
    - Flag signs are only permitted for commercial uses and only in the Downtown area.

- Signage is proposed on the temporary clinic. Accessory structures are not eligible for signage. Typical accessory structures are storage buildings or garages and have no need for signage. Patients seeking care need to locate the building so signage is appropriate.
    - Signage has been restricted to 50 square feet for the total building.

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use – Office

Goal: Maintain and expand the availability of professional and research office in appropriate locations throughout the city to complement commercial and manufacturing uses.

This can be accomplished with the following supporting actions:

Supporting Action: Encourage office development along major roadways, near transit stops and bicycle routes, and in proximity to residential uses.

Public Facilities – Health Care

Goal: Support the specific needs and goals of public facilities to ensure cooperation between public and city facilities for the health, safety and needs of the community.

This can be accomplished with the following supporting actions:

Supporting Action: Support the needs of health care facility providers.

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 (Mercyhealth, received 07/14/23)
   B. Architectural Plans (Willscot, dated 06/30/23, received 07/14/23)
   C. Floor Plan (Wilscot, dated 2023, received 07/20/23)
   D. Elevations (Wilscot, undated, received 07/14/23)

2. Conditions from Ordinances 7454 and 7835 remain valid, as applicable unless modified by this request.

3. Architecture
   A. Duplicate the stone base from the hospital along the bottom two feet of the temporary clinic.
   B. Use brick paneling along the main portion of the temporary clinic or a smart siding the same color as the main dark brick of the hospital.
   C. Create a roofline that is similar to the hospital and use design elements from the paneling and top cap to replicate the hospital.
   D. Provide revised elevations with the building permit review.

4. The temporary clinic is limited to a total of 50 square feet of signage, which can be located on any of the four sides.

5. Any additional way-finding signage must meet the directional signage requirements or be located on existing way-finding signs.

6. The structure may not be located on the municipal utility easement. Relocate the structure and illustrate new site plan with the building permit submittal.

7. As the proposal is for a temporary clinic, this amendment shall remain valid for four years and can only be extended by request to the City Council.

8. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Public Works and Engineering Departments.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: MERCYHEALTH - CRYSTAL LAKE HOSPITAL — TEMPORARY CLINIC

Action Requested

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

Petitioner Information

Name: RANDY BENISH
Address: 1000 MINERAL POINT AVE
JANESVILLE, WI 53548
Phone: 608 - 295 - 3522
Fax: _____
E-mail: rbenish@mhemail.org

Owner Information (if different)

Name: _____
Address: _____
_____
Phone: _____
Fax: _____
E-mail: _____

Property Information

Project Description: Adding a temporary clinic in the parking lot of the main hospital to serve as additional clinic space.

Project Address/Location: ~~875~~ - 875 S ROUTE 31
CRYSTAL LAKE, IL

PIN Number(s): _____

Development Team

Please include address, phone, fax and e-mail

Developer: MERCYHEALTH — Randy Benish, 608-295-3522, 1000 Mineral Point Ave, Janesville, WI

Architect: WILLSCOTT SOUTH CHICAGO — Tracey Lipinis, 630-310-4892, 1452 Gifford Rd, Elgin, IL

Attorney:

Engineer: Raymond L Enfield — IL RA LIC#: 01-7585 — 22216 County Road 10, Elkhart, IN

Landscape Architect:

Planner:

Surveyor:

Other:

Signatures

Randy Benish — 07/13/2023

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.

Randy Benish — 07/13/2023

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.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, AUGUST 16, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER
On roll call, members, Greenman, Gronow, Mason, Repholz, Skluzacek, Smith and Teetsov and were present.

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

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

2023-150 – 875 S. ROUTE 31 – MERCYHEALTH – FINAL PUD AMENDMENT AND VARIATIONS – PUBLIC HEARING
Planned Unit Development Amendment to allow a Temporary Clinic Building with Variations from the required parking and from the Design Standards, as well as to allow three flagpoles at 35 feet in height, 10 feet above the maximum permitted, and signage for Mercyhealth Clinic on the building and for the flag sign.

Randy Benish, Director of Construction for Mercyhealth, Joanna Benning, Vice President of Mercyhealth and Brandon Keltner the general contractor, were present to represent the request.

Mr. Benish said they just built the new hospital and the outside Immediate Care will be a temporary use.

Ms. Benning thanked staff for all their assistance through the hospital approvals and this process. She noted that the State place restrictions on their approval and they were limited to a maximum number of treatment rooms. The emergency room is currently handling immediate care patients so they want to relive some of this burden on these service providers. They need to study and evaluate the need for urgent care services so they can go back before the State hospital board and request an addition to the building. This is only a temporary solution, one that they have used at other facilities.

Mr. Keltner said that staff has been good to work with. He said they can do a skirting along the bottom that looks like the brick, they cannot do actual stone. They cannot change the rooflines. This is a pre-built mobile unit and they cannot disassemble to create a new flat roof. A stuck on parapet will look bad and trap rain, ice and snow and create problems.

Mr. Greenman opened the public hearing. There being no on in the audience to speak, he closed the public hearing and turned it over to staff.

Staff presented the request for the temporary urgent care unit, as well as the three flag poles one including a Mercyhealth sign. Conditions were added to enhance the architecture so the temporary unit would blend better with the hospital building.

Mr. Gronow said the hospital looks great. He thinks this urgent care was an afterthought. Ms. Benning clarified that the restrictions by the hospital board prohibited them from making the facility any larger initially. They are leasing this mobile unit and it looks very nice inside, very state-of-the-art.

Mr. Benish said they can work with staff on the elevations. Ms. Benning said they take the look of the hospital and the site very seriously, this is their brand.

Ms. Mason asked about the capacity. She also asked about signage, as she wanted people to find this service, but not clutter the rest of the site.

Ms. Teetsov asked about temporary landscape to also help make the temporary unit look more finished. She does not like the taller flag poles or the sign, as variations were already granted.

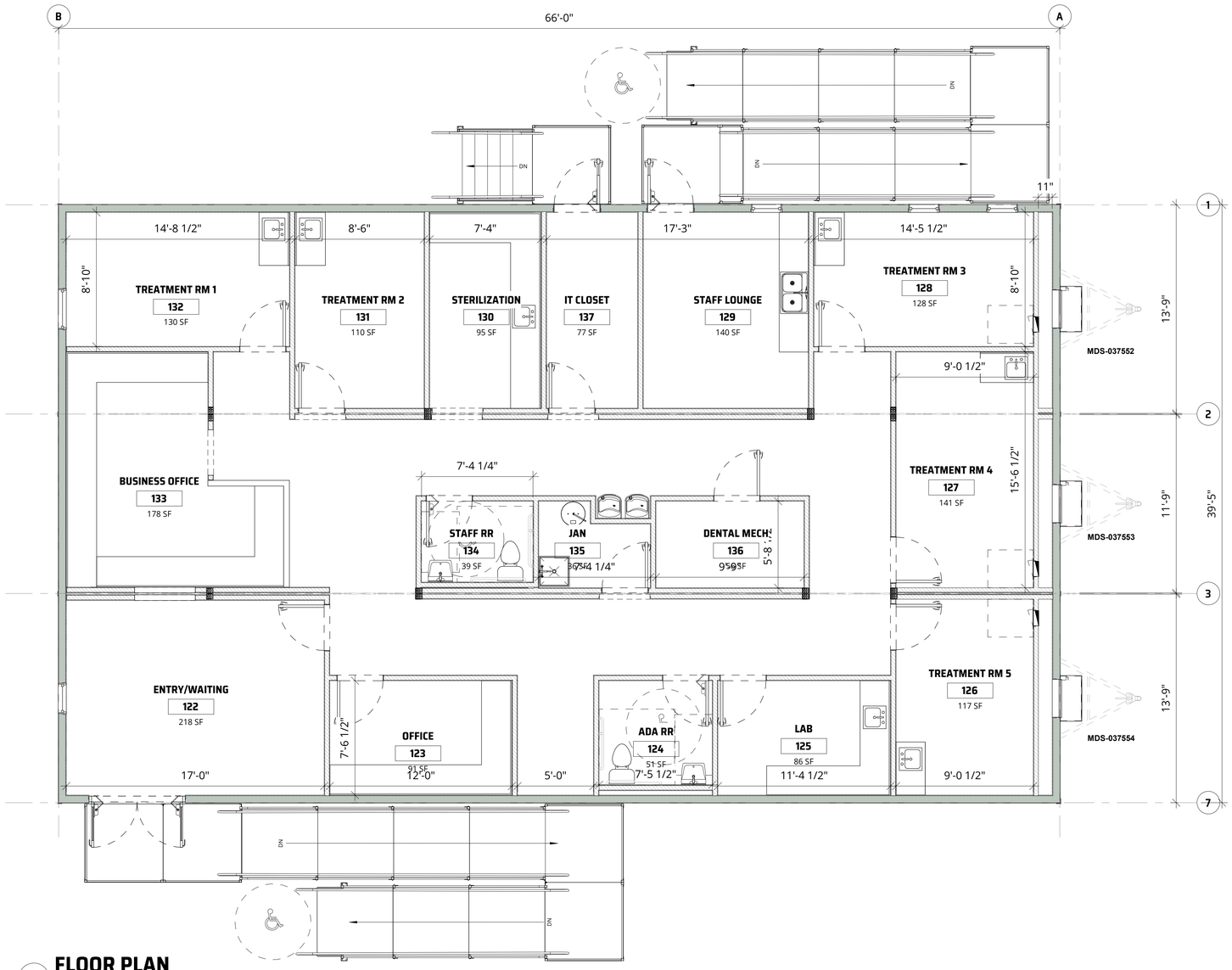
Mr. Smith said he felt Mercy was disingenuous constantly asking for change. The PUD was approved and then they have requested numerous changes after that. He asked about the Certificate of Need process through the State.

Mr. Greenman said he can support the immediate care clinic. He asked for how long it would be on site. As there was mention of three years and four years. He would like them to invest money into the unit to make it look nice.

Mr. Gronow made a motion to approve 2023-150 the Final PUD amendment for the Temporary Immediate Care Clinic and the Parking Variation stating that additional signage needed to fall within existing approvals. He modified condition number 3 to read, “Work with staff for considerable enhancement of the exterior of the building so it will not be a detriment to the hospital,” and changed condition 7 from the four year maximum approval to one year, requiring council approval every year.

Ms. Benning stated that the approval with the State will take time and then the actual design and construction of the addition will take time, which is why they were requesting the three years.

Mr. Smith seconded the motion. On roll call Members, Gronow, Greenman, Mason, Repholz, Skluzacek, Teetsov voted yes. Member Smith voted no. Motion passed 6-1.



1 FLOOR PLAN

1/4" = 1'-0"

NOTES:

1. EXTERIOR TO BE PAITING WITH COLORS SIMILIAR MERCY HOSPITAL.
2. IF NEW WALLS HAVE BEEN ADDED, THE ADJUSTMENT OF EXISTING LIGHTING AND SUPPLY AND/OR RETURN VENTS MAY BE REQUIRED. (SEE EXISTING MANUFACTURER PLANS)
3. ELECTRICAL PANEL WORKING CLEAR FLOOR SPACE IS 30"(W)x36"(D)x78"(H)
4. PORTABLE FIRE EXTINGUISHERS TO BE PROVIDED AND INSTALLED BY OTHERS UNLESS NOTED OTHERWISE IN CONTRACT.
5. BUILDING IS TO BE LOCATED A MINIMUM OF 10'-0" FROM ACTUAL AND IMAGINARY PROPERTY LINES.
6. SUBJECT TO APPROVAL BY THE LOCAL AUTHORITY HAVING JURISDICTION.

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WILLSCOT

WILLIAMS SCOTSMAN INC.
4646 East Van Buren Street,
Suite 400, Phoenix, AZ 85008
800.782.1500 | WILLSCOT.COM



MERCY HOSPITAL
CRYSTAL LAKE, IL.
TEMPORARY FACILITY

ISSUE	DATE	DESCRIPTION

FILE #:	WS2023-889
DRAWN BY:	MW
DATE:	2023
REP:	
ASSET #:	MDS-037552-54
ASSET TYPE:	
MODEL:	

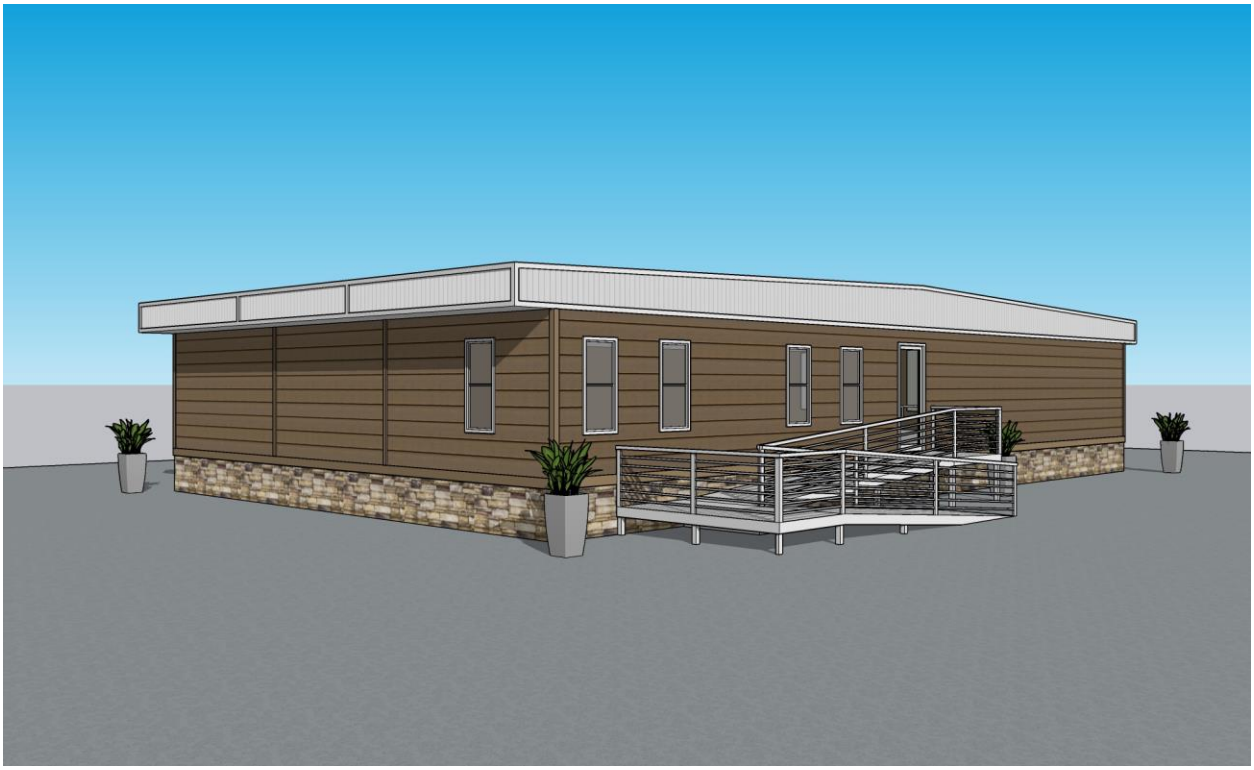
FLOOR PLAN/DETAILS

A-101

7/19/2023 4:53:55 PM

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Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request:

1. Comprehensive Land Use Plan Map Amendment from Commerce to High Density Residential

2. Rezoning from B-2 PUD General Commercial to R-3B PUD Multi-Family Residential

3. Preliminary and Final Planned Unit Development for a 47-unit townhome development

4. Final Plat of Subdivision

Petitioner: Lennar Corporation
4262 Route 176

PZC Recommendation: To approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Comprehensive Land Use Plan Map Amendment, Rezoning, Preliminary and Final Planned Unit Development, and Final Plat of Subdivision to allow a 47-unit townhome development at 4262 Route 176.

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

Background:

- Request: The petitioner is requesting a Comprehensive Land Use Map Amendment from Commerce to High Density Residential, Rezoning from B-2 PUD General Commercial to R3-B PUD Multi-Family Residential, Preliminary and Final PUD for a 47-unit townhome development and Final Plat of Subdivision.
- Land Use: The current Comprehensive Plan land use designation is Commerce and this proposal will require an amendment to the land use plan to change from Commerce to High Density Residential.
- Zoning: The site is currently zoned B-2 PUD General Commercial. It would need to be rezoned to R-3B PUD Multi-Family Residential.

Key Points:

- The proposed development would consist of five 6-unit buildings, one 5-unit building and three 4-unit buildings for a total of 47 units in nine buildings. It is an appropriate transitional use between the single-family residential to the north and south, the self-storage use to the east and the industrial/manufacturing uses to the west.
- The request includes a nine lot subdivision to divide the 12.46 acres into 9 townhome lots for separate ownership. The woodlands and stormwater detention basins will be located within outlots. The petitioner is dedicating White Oak Circle to the City.
- The Petitioner requests variations in conjunction with the Planned Unit Development.
    - Front Yard Setback from Route 176 (proposed 66-77 feet, minimum required 80 feet).
    - Garage doors cannot be more than 50% of the front and they must be offset two feet from next garage door.
    - Sidewalks shall be constructed if none exist whenever any new development, nonresidential or residential is erected, unless a variation is granted. (There is not a sidewalk along Route 176.)
- The proposed density is 5.25 units to the net acre, which is less than the maximum 9 units in the R-3B zoning district. The proposed development also complies with the rear and side yards setback requirements of the R-3B zoning district.
- Access into the site would be provided off Route 176. The development can also be accessed via River Birch Boulevard to the north. The site layout provides green space throughout and preserves most of the existing woodland areas. There are landscape features, one located adjacent to Building 1, and in the center island of buildings 3-6.
- A 60-foot landscape buffer is provided along Route 176 and a 50-foot landscape buffer on the east side of the property. The ComEd easement between the subject property and Woodlore Estates also provides a buffer between the single-family homes to the north.
- There is a 20-foot right-of-way dedication requirement along Route 176, which was incorporated into the plans and results in the 65-77-foot setback. The right-of-way dedication is for future use, which created a hardship for the petitioner.
- Sidewalks and parkway trees are provided along all roadway frontages. Sidewalks are also proposed throughout the site and along Carpathian Drive connecting to Woodlore Estates.
- The request meets the requirements for tree replacement per the UDO Tree Preservation section.
- The buildings are two-story, front-loading townhomes. The elevations meet the UDO's Design Standards for multi-family residential. There will be two color schemes and the end columns will have a stone base. Each first floor unit will be provided a patio at the rear.
- Garage and surface parking would be utilized for the townhomes. The development includes 194 (includes 6 guest spaces) parking spaces, and 106 are required.

PZC Highlights:

- The petitioner stated this is a difficult property to develop due to the severe topography, several detention and storm water constraints, and that Carpathian Drive cuts the site in half. They are

trying to reduce the amount of grading and preserve as much of the woodlands as possible. They have enhanced the elevations with two color schemes and other design elements to make up for the garage variation. The preservation of the woodlands and added landscaping will provide a significant landscape buffer from the adjoining properties.

- Several residents of Woodlore Estates subdivision expressed concerns with Buildings 7, 8 and 9 and the associated driveways that would back out onto Carpathian Drive. They are concerned the sharp curve of Carpathian Drive and the lack of visibility after the ComEd easement when traveling south towards Route 176. They would like to see the garages placed at the rear of the buildings. They also inquired about a traffic signal. One neighboring property owner expressed their support of the request. They believe this will be an improvement to the property and that Lennar/Woodlore Estates have been good neighbors.
- Staff recommended a raised sidewalk and/or a narrowing of the traffic lanes under the ComEd easement as a traffic calming measures. Staff indicated that a traffic signal could not be built now, but there is potential for one in the future if the commercial property at River Birch and Route 31 is developed. Staff noted that Lennar has already agreed to pay their fair proportionate share of the cost.
- The PZC also expressed concerns with the driveways. They questioned if the buildings could be setback further from Carpathian Drive. They were appreciative that petitioner made changes since the conceptual review to address their concerns. They were appreciative of the overall density.
- The petitioner reiterated the challenges and limitations of the site. They cannot move Buildings 7, 8 and 9 back because of a depressional area behind; and, without those buildings they would not have a reasonable development. They believe that the addition of trees, sidewalks, striping and 25 mph speed limit will change the speed of traffic through the site. The petitioner noted they exceed IDOT's sight distance requirements.
- Overall, the PZC was supportive of the request with the added condition that petitioner work with staff to incorporate additional traffic calming policies, such as a raised sidewalk, into the plans.

The PZC recommended **approval (6-1)** of the petitioners' request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Lennar Corporation, dated 06/16/2023, received 06/20/2023)
   B. Final Site Plan (Gary R. Weber Associates, Inc., dated 06/21/2023, received 06/23/2023)
   C. Final Plat of Subdivision (Mackie Consultants, LLC, dated 05/01/2023, last revised 08/04/2023, received 08/04/2023)
   D. Final Engineering Plans (Mackie Consultants, LLC, dated 05/09/2023, last revised 08/04/2023, received 08/04/2023)
   E. Final Elevations (Lennar Corporation, undated, received 08/10/2023)
   F. Color Renderings (Lennar Corporation, undated, received 08/10/2023)
   G. Final Landscape Plans (Gary R. Weber Associates, Inc., dated 06/21/2023, received 06/23/2023)

H. Fire Truck Turning Radius Exhibit (Mackie Consultants, LLC, dated 08/08/2023, received 08/09/2023)

2. Elevations:
   A. The buildings must alternate between shake siding around the windows and vertical siding in the peaks and vertical siding around the windows and shake siding in the peaks.
   B. The end columns must have a stone base.
   C. All housing types are to be constructed with premium vinyl siding (0.044 or greater) and installed properly with long runs in order to allow for movement during temperature changes.

3. The permit plans (Site Plan, Landscape Plan and Engineering Plans) shall be revised to include the added guest parking spaces in the center island on White Oak Circle.

4. Work with city staff to finalize the landscape/tree preservation plan.

5. Provide Covenants, Codes and Restrictions for staff review. The maintenance responsibility for the landscape island at White Oak Circle shall be the responsibility of the Homeowners Association.

6. The petitioner shall address all of the review comments and requirements of the Fire Rescue, Engineering, Public Works, and Community Development Departments in addition to those of the City's stormwater consultant.

7. The petitioner shall work with City staff to incorporate additional traffic calming policies into the plans. **(ADDED BY PZC)**

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Comprehensive Land Use Plan Map Amendment, Rezoning, Preliminary and Final Planned Unit Development and Final Plat of Subdivision at 4262 Route 176. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: Richard J. Murphy Date: 8/28/23
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Lennar Corporation, dated 06/16/2023, received 06/20/2023)
   B. Final Site Plan (Gary R. Weber Associates, Inc., dated 06/21/2023, received 06/23/2023)
   C. Final Plat of Subdivision (Mackie Consultants, LLC, dated 05/01/2023, last revised 08/04/2023, received 08/04/2023)
   D. Final Engineering Plans (Mackie Consultants, LLC, dated 05/09/2023, last revised 08/04/2023, received 08/04/2023)
   E. Final Elevations (Lennar Corporation, undated, received 08/10/2023)
   F. Color Renderings (Lennar Corporation, undated, received 08/10/2023)
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   C. All housing types are to be constructed with premium vinyl siding (0.044 or greater) and installed properly with long runs in order to allow for movement during temperature changes.

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4. Work with city staff to finalize the landscape/tree preservation plan.

5. Provide Covenants, Codes and Restrictions for staff review. The maintenance responsibility for the landscape island at White Oak Circle shall be the responsibility of the Homeowners Association.

6. The petitioner shall address all of the review comments and requirements of the Fire Rescue, Engineering, Public Works, and Community Development Departments in addition to those of the City's stormwater consultant.

7. The petitioner shall work with City staff to incorporate additional traffic calming policies into the plans. **(ADDED BY PZC)**

PIQ Map
4262 Route 176



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A COMPREHENSIVE LAND USE PLAN MAP AMENDMENT FROM COMMERCE TO HIGH DENSITY RESIDENTIAL, REZONING TO R-3B PUD MULTI-FAMILY RESIDENTIAL, A PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT, AND FINAL PLAT OF SUBDIVISION FOR 4262 ROUTE 176

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-00135) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Comprehensive Land Use Plan Map Amendment from Commerce to High Density Residential, a Rezoning from B-2 PUD General Commercial to R-3B PUD Multi-Family Residential, a Preliminary and Final Planned Unit Development and a Final Plat of Subdivision to allow a new 47-unit townhome development; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on July 28, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on August 16, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Comprehensive Land Use Plan Map Amendment, Rezoning, Preliminary and Final Planned Unit Development, and Final Plat of Subdivision, and

WHEREAS, on August 16, 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 Comprehensive Land Use Plan Map Amendment, Rezoning, Preliminary and Final Planned Unit Development, and Final Plat of Subdivision be approved, all as more specifically set forth in the minutes from the Planning and Zoning Commission in Case #PLN-2023-00135, dated as of August 16, 2023; and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Comprehensive Land Use Plan Map Amendment, Rezoning, Preliminary and Final Planned Unit Development, and Final Plat of Subdivision 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: Comprehensive Land Use Plan Map Amendment from Commerce to High Density Residential, a Rezoning from B-2 PUD General Commercial to R-3B PUD Multi-Family

Draft

Residential, a Preliminary and Final Planned Unit Development and Final Plat of Subdivision to allow a new 47-unit townhome for the property commonly known as 4262 Route 176 (14-34-226-007) Crystal Lake, Illinois are hereby approved.

Section II: Said Comprehensive Land Use Plan Map Amendment, Rezoning, Preliminary and Final Planned Unit Development, and Final Plat of Subdivision is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Lennar Corporation, dated 06/16/2023, received 06/20/2023)
   B. Final Site Plan (Gary R. Weber Associates, Inc., dated 06/21/2023, received 06/23/2023)
   C. Final Plat of Subdivision (Mackie Consultants, LLC, dated 05/01/2023, last revised 08/04/2023, received 08/04/2023)
   D. Final Engineering Plans (Mackie Consultants, LLC, dated 05/09/2023, last revised 08/04/2023, received 08/04/2023)
   E. Final Elevations (Lennar Corporation, undated, received 08/10/2023)
   F. Color Renderings (Lennar Corporation, undated, received 08/10/2023)
   G. Final Landscape Plans (Gary R. Weber Associates, Inc., dated 06/21/2023, received 06/23/2023)
   H. Fire Truck Turning Radius Exhibit (Mackie Consultants, LLC, dated 08/08/2023, received 08/09/2023)

2. Elevations:
   A. The buildings must alternate between shake siding around the windows and vertical siding in the peaks and vertical siding around the windows and shake siding in the peaks.
   B. The end columns must have a stone base.
   C. All housing types are to be constructed with premium vinyl siding (0.044 or greater) and installed properly with long runs in order to allow for movement during temperature changes.

3. The permit plans (Site Plan, Landscape Plan and Engineering Plans) shall be revised to include the added guest parking spaces in the center island on White Oak Circle.

4. Work with city staff to finalize the landscape/tree preservation plan.

5. Provide Covenants, Codes and Restrictions for staff review. The maintenance responsibility for the landscape island at White Oak Circle shall be the responsibility of the Homeowners Association.

Draft

6. The petitioner shall address all of the review comments and requirements of the Fire Rescue, Engineering, Public Works, and Community Development Departments in addition to those of the City's stormwater consultant.

7. The petitioner shall work with City staff to incorporate additional traffic calming policies into the plans.

Section III: That the City Clerk be and is hereby directed to amend the Official Comprehensive Land Use Map and Official Zoning Map and all pertinent records of the City of Crystal Lake to show the issuance of a Comprehensive Land Use Plan Map Amendment, Rezoning, Preliminary and Final Planned Unit Development and Final Plat of Subdivision 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 5th day of September, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: September 5, 2023
Approved: September 5, 2023

Draft

#PLN-2023-135
4262 Route 176 – PUD, Comprehensive Land Use Map Amendment, Rezoning & Plat of Subdivision Project Review for Planning and Zoning Commission

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Date: August 16, 2023

Request: 1. Comprehensive Land Use Plan Map Amendment from Commerce to High Density Residential

2. Rezoning from B-2 PUD General Commercial to R-3B PUD Multi-Family Residential

3. Preliminary and Final Planned Unit Development for a 47-unit townhome development

4. Final Plat of Subdivision

Location: 4262 Route 176

Acreage: 12.46 acres

Zoning: B-2 PUD General Commercial

Surrounding Properties: North: Woodlore Estates & McHenry County – A1 Agriculture (ComEd Easement)
South: Prairie Grove - R-1 Residential
East: Prairie Grove – B Business
West: Prairie Grove – IT Industrial Transitional

Staff Contact: Katie Rivard (815.356.3612)

Background:

- The site is a vacant parcel located near the intersection of Route 31 and Route 176.
- The property is adjacent to Woodlore Estates and the Prairie Grove boundary. The adjacent uses are single and multi-family residential, a storage facility and various industrial/manufacturing uses.
- The property was annexed in 2005 and was granted B-3 Planned Business District zoning with Preliminary PUD approval for Preston Pines. Ryland Homes, the owner of the

property, sold this property (and other commercially zoned parcels), as there was little demand for commercial at this location.

- In 2007, a local real estate agent received Preliminary PUD approval to allow tree removal, grading, and excavation to prepare the property for development. The intent was to prepare the site for future commercial development.
- Lennar Homes eventually purchased the property in order to add the roadway connection from Woodlore Estates to Route 176. Lennar constructed the Carpathian Drive connection to Route 176 as a requirement of the 2018 approval for Woodlore Estates.
- Lennar presented a conceptual Planned Unit Development to the PZC on January 18, 2023 and received favorable feedback for the change in land use.
- Lennar is now seeking:
    - Comprehensive Land Use Plan Map Amendment from Commerce to High Density Residential, and
    - Rezoning from B-2 PUD General Commercial to R-3B PUD Multi-Family Residential, and
    - Final Plat of Subdivision, and
    - Preliminary and Final Planned Unit Development for a 47-unit townhome development.

Development Analysis:

LAND USE/ZONING

- The site is currently zoned B-2 PUD General Commercial. It would need to be rezoned to R-3B PUD Multi-Family Residential. The current Comprehensive Plan land use designation is Commerce and this proposal will require an amendment to the land use plan to change from Commerce to High Density Residential.



- The Petitioner would request variations in conjunction with the Planned Unit Development. Based on the plans submitted, the following variations are required:
    - Front Yard Setback from Route 176 (proposed 66-77 feet, minimum required 80 feet)
    - Garage doors cannot be more than 50% of the front and they must be offset two feet from next garage door
    - Sidewalks shall be constructed if none exist whenever any new development, nonresidential or residential is erected, unless a variation is granted
- The proposed development is an appropriate transitional use between the single-family residential to the north and south, the self-storage use to the east and the industrial/manufacturing uses to the west.

GENERAL

- The proposed development would consist of five 6-unit buildings, one 5-unit building and three 4-unit buildings for a total of 47 units in nine buildings. All units would feature 3 bedrooms, 2.5 baths and a 2-car garage. Each unit will have a driveway that can fit two additional vehicles.
- The R-3B zoning district permits 9 units to the net acre. The development is proposed at 5.25 units to the acre.
- The proposed development complies with the rear and side yards setback requirements of the R-3B zoning district. The minimum required front yard setback for this section of Route 176 is 80 feet. The proposed front yard setback is 65-77 feet.

	R-3B requirement	**Proposed**
Front Yard Setback	80 feet	65-77 feet
Side Yard Setbacks	8 feet	50 feet (east side) XX feet (west side)
Combined Side Yard Setbacks	30 feet	>50 feet
Rear Yard Setback	20 feet	40 feet

SITE LAYOUT

- Access into the site would be provided off Route 176. The development can also be accessed via River Birch Boulevard to the north.
- The site layout provides green space throughout and preserves most of the existing woodland areas. There are landscape features, one located adjacent to Building 1, and in the center island of buildings 3-6.

- A 60-foot landscape buffer is provided along Route 176 and a 50-foot landscape buffer on the east side of the property. The ComEd easement between the subject property and Woodlore Estates also provides a buffer between the single-family homes to the north.
- There is a 20-foot right-of-way dedication requirement along Route 176, which was incorporated into the plans and results in the 65-77-foot setback. The right-of-way dedication is for future use, which created a hardship for the petitioner.
- Sidewalks and parkway trees are provided along all roadway frontages. Sidewalks are also proposed throughout the site and along Carpathian Drive connecting Woodlore Estates.
- Woodlore Estates offers a tot lot approximately 0.5 miles away.

BUILDING ELEVATIONS

- The buildings are two-story, front-loading townhomes. There will be two color palettes. All first floor elevations include a stone band/accent on the front and sides of the garages. The buildings will alternate the second-story front elevations with shake siding around the windows and vertical siding in the peaks and vertical siding around the windows and shake siding in the peaks.

	
Vertical siding around the windows *Shake siding in the peaks*	*Shake siding around the windows* *Vertical siding in the peaks*

- The end columns will have a stone base.
- Each first floor unit will be provided a patio at the rear with arborvitae in between to break up the rear facades.
- Per the UDO's Design Standards for multi-family residential, the following standards must be met.
    - Front facades shall provide at <u>least three</u> of the following design features:
        - One or more dormer windows or cupola - not provided
        - ✓ A recessed entry - **provided**
        - ✓ A covered porch - **provided**
        - ✓ Pillars, posts or pilasters - **provided**

- One or more bay windows with a minimum projection of 12 inches from the façade planes - not provided
- ✓ Eaves with a minimum six-inch projection from the façade plane - **provided**
- A parapet wall with articulated design - not provided
- ✓ Multiple windows with a minimum four-inch-wide trim - **provided**

- Garage doors cannot be more than 50% of the front and they must be offset two feet from next garage door. Every two single-bay garage doors or every double garage door shall be offset at least two feet from the plane of the adjacent garage door(s). **Variation requested.**

PARKING

- Garage and surface parking would be utilized for the townhomes.
- Based on the submitted plans, 106 parking spaces would be required (2 per DU, 1 space shall be in an enclosed garage and 1 can be at least 21 feet long + 0.25 guest spaces per unit) and 194 (includes 6 guest spaces) spaces are provided.

SIGNAGE

- One freestanding sign is proposed at the entrance off of Route 176. The sign is 4 feet tall and approximately 12 square feet in sign area. The UDO allows multi-family residential uses one freestanding sign not to exceed 4 feet in height and 16 square feet in sign area.

SUBDIVISION

- The proposed subdivision is a nine lot subdivision to divide the 12.46 acres into 9 townhome lots for separate ownership. The woodlands and stormwater detention basins will be located within outlots.
- The petitioner is dedicating White Oak Circle to the City.

Findings of Fact:

COMPREHENSIVE LAND USE PLAN AMENDMENT

Amendment from the existing Comprehensive Land Use Plan designation of Commerce to allow High Density Residential. High Density Residential would be the appropriate designation for the R-3B zoning district and the proposed townhome development.

REZONING

- The property is currently zoned B-2 PUD General Commercial.
- The property would be rezoned to R-3B PUD Multi-Family Residential. The Multi-Family Residential zoning criteria are:
  - General: This district allows the highest density of residential development. It encourages a wide range of housing types, especially multifamily development, even though single-family detached and two-family dwellings are also allowed, to meet

the diverse housing needs of City residents. The intent is to provide higher density housing in areas immediately around the historic downtown, areas near commercial zoning or areas near transit stops where increased density and in-fill development are desirable.

- Character: This district is characterized by residential buildings that cover a large percentage of the lot, are taller and spaced closely enough to create a sense of vertical enclosure.
- Uses: This district is for higher density residential neighborhoods that meet the community's housing needs, particularly for higher density and in-fill housing development. Single-family and two-family dwellings are also permitted. Complementary uses such as certain civic and recreational uses are permitted, but are subject to restrictions set forth in this Ordinance.

Criteria for Rezoning:

(a) The existing uses and zoning of nearby property.
☒ *Meets* ☐ *Does not meet*

(b) The extent to which property values are diminished by a particular zoning classification or restriction.
☒ *Meets* ☐ *Does not meet*

(c) The extent to which the destruction of property value of a petitioner property owner promotes the health, safety, morals or general welfare of the public.
☒ *Meets* ☐ *Does not meet*

(d) The relative gain to the public as opposed to the hardship imposed on a petitioning property owner.
☒ *Meets* ☐ *Does not meet*

(e) The suitability of the subject property for its zoned purposes.
☒ *Meets* ☐ *Does not meet*

(f) The length of time the property has been vacant as zoned, considered in the context of land development in the area.
☒ *Meets* ☐ *Does not meet*

(g) The Comprehensive Plan designation and the current applicability of that designation.
☒ *Meets* ☐ *Does not meet*

(h) The evidence or lack of evidence, of community need for the use proposed.
☒ *Meets* ☐ *Does not meet*

PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT

The petitioner is requesting approval of a Preliminary and Final Planned Unit Development to allow a 47-unit townhome development. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

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

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.
   ☒ *Meets* ☐ *Does not meet*
2. The use will not be detrimental to area property values.
   ☒ *Meets* ☐ *Does not meet*
3. The use will comply with the zoning districts regulations.
   ☒ *Meets* ☐ *Does not meet*
4. The use will not negatively impact traffic circulation.
   ☒ *Meets* ☐ *Does not meet*
5. The use will not negatively impact public utilities or municipal service delivery systems. If required, the use will contribute financially to the upgrading of public utilities and municipal service delivery systems.
   ☒ *Meets* ☐ *Does not meet*
6. The use will not negatively impact the environment or be unsightly.
   ☒ *Meets* ☐ *Does not meet*
7. The use, where possible will preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standards.
   ☒ *Meets* ☐ *Does not meet*
8. The use will meet requirements of all regulating governmental agencies.
   ☒ *Meets* ☐ *Does not meet*
9. The use will conform to any conditions approved as part of the issued Special Use Permit.
   ☒ *Meets* ☐ *Does not meet*
10. The use will conform to the regulations established for specific special uses, where applicable.
    ☒ *Meets* ☐ *Does not meet*

In addition PUDs must also meet the standards in Section 4-500 C. Development Standards and 4-500 D. 1 Additional standards for Planned Unit Developments Residential PUDs.

a. Location: A residential PUD can be located anywhere in the City, including any land proposed for annexation.
   ☒ *Meets* ☐ *Does not meet*

b. Permissible uses: A mix of different residential dwelling types in proximity to each other is encouraged. Neighborhood commercial uses serving the development may be approved as part of a residential PUD where appropriate.
   ☒ *Meets* ☐ *Does not meet*

c. Nonresidential uses: Any nonresidential use permitted in a residential PUD shall be compatible with the residential nature of the development. Parking areas which are intended to serve nonresidential uses shall be separated from those designed to serve residential areas. Unless commercial and residential uses are combined within a single structure, commercial uses shall be separated from dwelling units by a heavily landscaped buffer zone that meets the requirements of Section 4-400, Landscaping and screening standards.
☒ *Meets* ☐ *Does not meet*

d. Pedestrian paths: Pedestrian paths shall connect residential uses and nonresidential uses within a residential PUD.
☒ *Meets* ☐ *Does not meet*

e. Growth management: A growth management schedule shall be provided to and approved by the City Council, which indicates the number and type of residential units to be constructed in each calendar year. The maximum number of units to be constructed shall be 25 residential units or 15% of the total number of residential units (including all phases of the proposal), whichever is greater, in any calendar year. The City Council with recommendations from the Planning and Zoning Commission, at final PUD approval can approve, deny or adjust the percentage of an increase in the number of units that can be built in one calendar year. The City Council and the Planning and Zoning Commission shall consider the following criteria in approving an increase in the number of units that can be built annually:

i. Advance dedication of school and park sites and advance payment of school, park and other impact fees;
☒ *Meets* ☐ *Does not meet*

ii. Payment for installation of road impact improvements or fees applicable by law;
☒ *Meets* ☐ *Does not meet*

iii. Smaller subdivisions which encourage in-filling within an established part of the community;
☒ *Meets* ☐ *Does not meet*

iv. Completion of major and collector road networks and critical linkages in the street systems;
☒ *Meets* ☐ *Does not meet*

v. Fulfill a need for various unit types and income levels such as low and moderate-income housing;
☒ *Meets* ☐ *Does not meet*

vi. Provisions which satisfy needed public facilities;
☒ *Meets* ☐ *Does not meet*

vii. Innovative architectural design, quality of exterior materials and creative use of landscaping;
☒ *Meets* ☐ *Does not meet*

viii. Other criteria or extraordinary amenities, not listed above, which may meet the development goals of the City.
☒ *Meets* ☐ *Does not meet*

PLANNED UNIT DEVELOPMENT VARIATIONS

The petitioner is requesting approval of a Preliminary and Final Planned Unit Development to allow variations for front yard setback and garage doors of attached garage to exceed 50% of the total length of the building front façade. The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal. This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements which may otherwise require individual requests and applications for zoning variations.

Ideally, this flexibility results in a development that is better planned, contains more amenities, and is ultimately more desirable than one that would have been produced through compliance with typical zoning ordinance and subdivision controls.

Therefore, more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. Although a formal variation request is not required to be made in conjunction with a Planned Unit Development, staff identifies those aspects of the Planned Unit Development which effectively result in variations from UDO requirements. If the evidence is not found to justify these variations from the UDO that fact shall be reported to the City Council with a recommendation that the variations from the UDO which are proposed as part of the Planned Development be lessened or denied.

The Planned Unit Development Amendment proposed by the Petitioner includes the following variations from the UDO:

1. Article 3-300(B)(3)(a) Route 176 west of Route 14 required front yard setback of 80 feet to allow a 65-foot front yard.

   The proposed front yard setback for Buildings 1-3 is 65-77 feet and is found along Route 176. The reduced setback would allow the development to preserve the existing woodland on the north end of the property. Additionally, if the 20-foot right-of-way dedication was not required, the proposed development would meet the required front yard setback.

2. Article 4-900(D)(2)(b)(V) Garage doors of attached garages shall not comprise more than 50% of the total length of a building's front facade. Every two single-bay garage doors or every double garage door shall be offset at least two feet from the plane of an adjacent garage door(s).

The proposed townhomes are front facing/loading. The petitioners have included enhanced architectural features, such as a stone band/accent on the front and sides of the garages to help break-up the front elevations.

3. Article 4-100(D)(2)(g) Sidewalks shall be constructed if none exist whenever any new development, nonresidential or residential is erected, unless a variation is granted. A variation would be required in order to not install sidewalks along Route 176.

   There are no sidewalks on Route 176 east of Route 31 or beyond City Limits.

FINAL PLAT OF SUBDIVISION

The petitioner is requesting a Final Plat of Subdivision for Woodlore Townes Subdivision. The subdivision is a nine lot subdivision to divide the 12 acres into 9 townhome lots for separate ownership.

a) Promote the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the City by providing for the orderly growth and development of the City;
   ☒ *Meets* ☐ *Does not meet*

b) Coordinating streets and roads within proposed subdivisions with the City's planned street system, and with other public facilities;
   ☒ *Meets* ☐ *Does not meet*

c) Providing right-of-way easements for streets and utilities;
   ☒ *Meets* ☐ *Does not meet*

d) Avoiding congestion and overcrowding, and encouraging the proper arrangement of streets in relation to existing or planned streets;
   ☒ *Meets* ☐ *Does not meet*

e) Ensuring there is adequate open space and recreation facilities to serve development;
   ☒ *Meets* ☐ *Does not meet*

f) Ensuring there is proper recordation of landownership records;
   ☒ *Meets* ☐ *Does not meet*

g) Installation of any public improvements including water, sewer, storm sewer or detention, parkway trees, and sidewalks;
   ☒ *Meets* ☐ *Does not meet*

h) Burial of overhead utility lines and all new lines and services in appropriate easements; and

☒ *Meets* ☐ *Does not meet*

i) Ensuring the provision of such other matters as the City Council may deem necessary in order to protect the general health, safety, and welfare of the City

☒ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:

Land Use: Residential

The Comprehensive Plan designates the subject property as Commerce. The proposed amendment is for High Density Residential. The goal of a Residential designation is as follows:

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

The Comprehensive Plan indicates this can be accomplished with the following supporting action:

Supporting Action: Encourage a diversity of housing types throughout the city, which satisfy wide-range needs for all persons regardless of age, race, religion, national origin, physical ability and economic level for existing and future city residents.

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 (Lennar Corporation, dated 06/16/2023, received 06/20/2023)
   B. Final Site Plan (Gary R. Weber Associates, Inc., dated 06/21/2023, received 06/23/2023)
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2. Elevations:
   A. The buildings must alternate between shake siding around the windows and vertical siding in the peaks and vertical siding around the windows and shake siding in the peaks.
   B. The end columns must have a stone base.
   C. All housing types are to be constructed with premium vinyl siding (0.044 or greater) and installed properly with long runs in order to allow for movement during temperature changes.

3. The permit plans (Site Plan, Landscape Plan and Engineering Plans) shall be revised to include the added guest parking spaces in the center island on White Oak Circle.

4. Work with city staff to finalize the landscape/tree preservation plan.

5. Provide Covenants, Codes and Restrictions for staff review. The maintenance responsibility for the landscape island at White Oak Circle shall be the responsibility of the Homeowners Association.

6. The petitioner shall address all of the review comments and requirements of the Fire Rescue, Engineering, Public Works, and Community Development Departments in addition to those of the City's stormwater consultant.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Woodlore Towns Community

Action Requested

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

Petitioner Information

Name: Lennar Corporation

Address: 1700 East Golf Road, Suite 1100

Schaumburg, IL 60173

Phone: 224-293-3115

Fax: _____

E-mail: richard.murphy@lennar.com

Owner Information (if different)

Name: Calatlantic Group Inc

Address: Same

Phone: _____

Fax: _____

E-mail: _____

Property Information

Project Description: The development of 45 townhome units, comprised of 9 buildings, as well as the underground and surface infrastructure associated with this type of project.

The project site contains 12.46 acres and this application requests the rezoning of the parcel from B-2 General Commercial (PUD) to R-3B Multifamily (PUD), as well as approval of a Final PUD, Final Plat of Subdivision and Comprehensive Plan Amendment.

Project Address/Location: Carpathian Drive and IL Route 176, Crystal Lake, IL

PIN Number(s): 14-34-226-005

Development Team

Please include address, phone, fax and e-mail

Developer: Lennar Corporation (Same as Petitioner)
Richard.murphy@lennar.com

Architect: Lennar Corporation (Same as Petitioner)

Attorney: Lisa Waggoner, 4 N. Walkup Ave., Crystal Lake, IL 60014 815 477 0830
lwaggoner@waggonerlawfirm.com

Engineer: Mackie Consultants, LLC,9575 Higgins Rd., Suite 500, Rosemont, IL 60018
mlarmon@mackieconsult.com

Landscape Architect: Gary R. Weber Associates, 402 W. Liberty Dr., Wheaton, IL 60187

Planner: Lennar Corporation (Same as Petitioner)

Surveyor: Mackie Consultants, LLC Same as above

Other:

Signatures

Lisa M. Waggoner Lisa M. Waggoner, attorney and agent 6/16/23

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.

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: Calatlantic Group Inc.

Address: 1700 East Golf Road, Suite 1100

Schaumburg, IL 60173

Phone: 224-293-3115

E-mail: richard.murphy@lennar.com

Project Name & Description: The Townes at Woodlore

The development of 45 townhome units, comprised of 9 buildings, as well as the underground and surface infrastructure associated with this type of development.

Project Address/Location: Carpathian Drive & IL Route 176, Crystal Lake, IL

Signature Richard L Murphy

RICHARD L. MURPHY (AS AGENT) 6/16/23

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.



SITE DATA

LAND USE	UNITS	AREA
TRADITIONAL TOWNHOMES	47	14.5

0 50' 100' 200'

SCALE: 1"=100'

NORTH

ILLUSTRATIVE PLAN
WOODLORE TOWNES
CRYSTAL LAKE, ILLINOIS

6/21/2023

LENNAR

GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
WWW.GRWAINC.COM

L:\Projects\LN22129\Acad\LN22129_A07_01CP.dwg

Landscape Plan

WOODLORE TOWNES

Crystal Lake, Illinois

June 21, 2023

CONSULTANTS:

LANDSCAPE ARCHITECT:

GARY R. WEBER ASSOCIATES, INC
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187

CIVIL ENGINEER:

MACKIE CONSULTANTS, LLC
9575 WEST HIGGINS ROAD, SUITE 500
ROSEMONT, ILLINOIS 60018

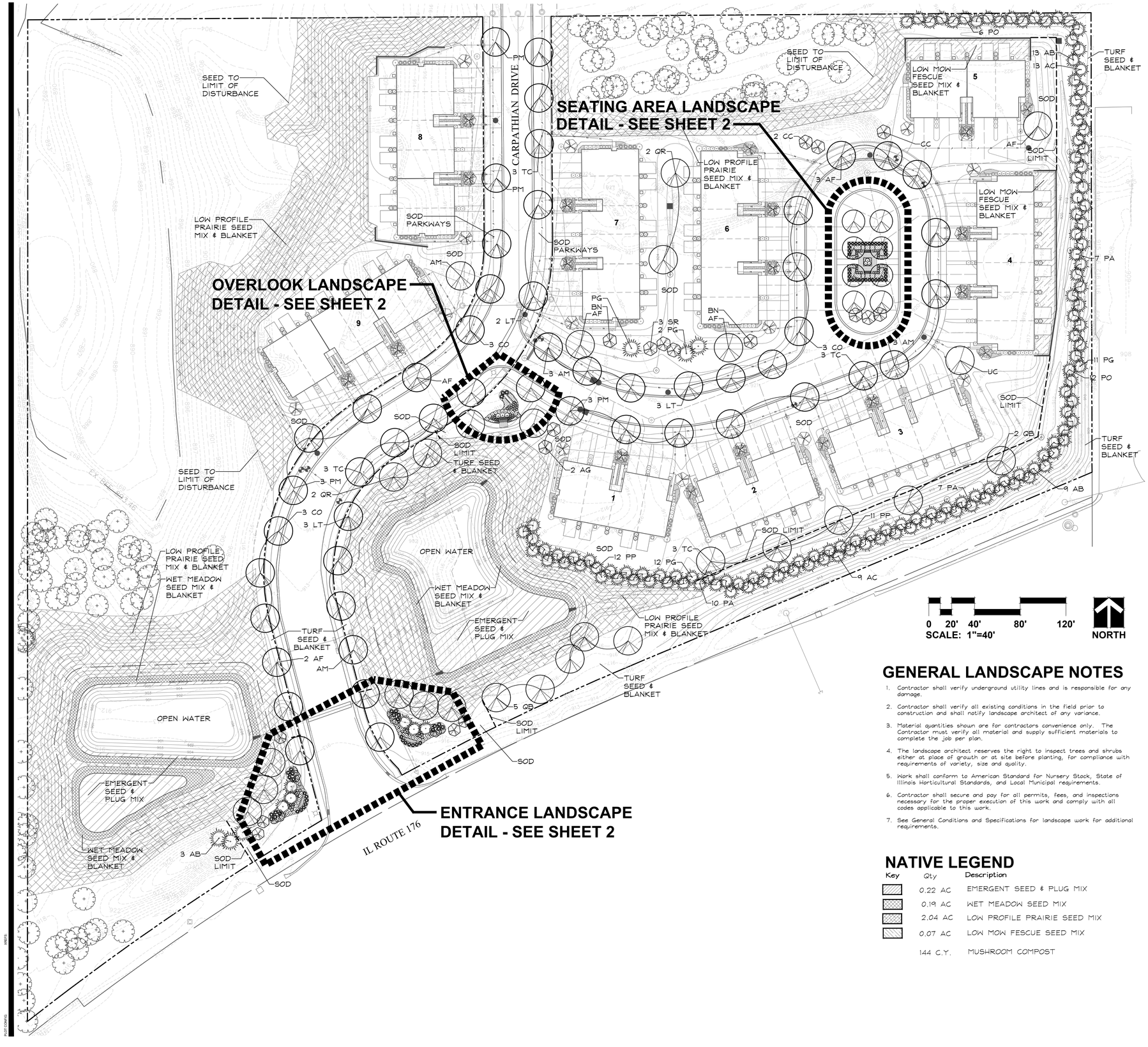


LOCATION MAP
SCALE: 1"=400'

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE DETAILS
3	TYPICAL FOUNDATION LANDSCAPE PLANS
4	TYPICAL FOUNDATION LANDSCAPE PLANS
5	AMENITY DETAILS
6	MONUMENT DETAILS
7	TREE PRESERVATION PLAN
8	TREE INVENTORY
9	LANDSCAPE SPECIFICATIONS
10	LANDSCAPE SPECIFICATIONS

LENNAR®



PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
		SHADE TREES		
AF	20	Acer x freemanii 'Jeffer's Red' AUTUMN BLAZE MAPLE	2 1/2" Cal.	
AM	12	Acer miyabei 'Morton' STATE STREET MAPLE	2 1/2" Cal.	
CO	9	Celtis occidentalis COMMON HACKBERRY	2 1/2" Cal.	
LT	8	Liriodendron tulipifera TULIPTREE	2 1/2" Cal.	
PM	8	Platanus x acerifolia 'Morton Circle' EXCLAMATION! LONDON PLANETREE	2 1/2" Cal.	
QB	7	Quercus bicolor SWAMP WHITE OAK	2 1/2" Cal.	
QR	4	Quercus rubra RED OAK	2 1/2" Cal.	
TC	12	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2" Cal.	
UC	7	Ulmus carpinifolia 'New Horizon' NEW HORIZON SMOOTHLEAF ELM	2 1/2" Cal.	
		ORNAMENTAL TREES		
AG	4	Amelanchier x grandiflora APPLE SERVICEBERRY	8' Ht.	Clump Form
BN	3	Betula nigra 'Cully' HERITAGE RIVER BIRCH	8' Ht.	Multi-Stem
CC	12	Cercis canadensis EASTERN REDBUD	8' Ht.	Multi-Stem
SR	3	Syringa reticulata 'Ivory Silk' IVORY SILK JAPANESE TREE LILAC	8' Ht.	Multi-Stem
		EVERGREEN TREES		
AB	25	Abies balsamea var. phanerolepis CANAAN FIR	8' Ht.	
AC	22	Abies concolor WHITE FIR	8' Ht.	
PA	24	Picea abies NORWAY SPRUCE	8' Ht.	
PG	32	Picea glauca var. densata BLACK HILLS SPRUCE	8' Ht.	
PO	18	Picea omorika SERBIAN SPRUCE	8' Ht.	
PP	23	Picea pungens COLORADO SPRUCE	8' Ht.	
		DECIDUOUS SHRUBS		
CS	3	Cornus sericea 'Bailey' BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
HP	27	Hydrangea paniculata 'SMHPLQF' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
PH	12	Physocarpus opulifolius 'Seward' SUMMER WINE NINEBARK	36" Tall	4' O.C.
WB	9	Weigela florida 'Bramwell' FINE WINE WEIGELA	24" Tall	3' O.C.
		EVERGREEN SHRUBS		
IG	36	Ilex glabra 'Shamrock' SHAMROCK INKBERRY	24" Wide	3' O.C.
JK	20	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
JC	14	Juniperus chinensis 'Sea Green' SEA GREEN JUNIPER	30" Wide	5' O.C.
JS	3	Juniperus chinensis var. sargentii 'Virdis' GREEN SARGENT JUNIPER	24" Wide	5' O.C.
		ORNAMENTAL GRASSES		
CK	36	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
PE	14	Pennisetum alopecuroides 'Hameln' DWARF FOUNTAIN GRASS	#1	24" O.C.
SH	60	Sporobolus heterolepis PRAIRIE DROPSEED	#1	24" O.C.
		PERENNIALS		
AL	28	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
HR	24	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.
IS	24	Iris sibirica 'Caesars Brother' CAESAR'S BROTHER SIBERIAN IRIS	#1	24" O.C.
NM	49	Nepeta racemosa 'Walker's Low' WALKER'S LOW CATMINT	#1	18" O.C.
PF	7	Phlox 'Forever Pink' FOREVER PINK PHLOX	#1	18" O.C.
PR	60	Perovskia atriplicifolia RUSSIAN SAGE	#1	24" O.C.
SE	10	Sedum 'Autumn Joy' AUTUMN JOY SEDUM	#1	18" O.C.
		MISC. MATERIALS		
	85	SHREDDED HARDWOOD MULCH	C.Y.	
	8,587	SOD	S.Y.	
	1.16	TURF SEED & EROSION CONTROL BLANKET	AC.	

GENERAL LANDSCAPE NOTES

1. Contractor shall verify underground utility lines and is responsible for any damage.
2. Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
3. Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
4. The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
5. Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
6. Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
7. See General Conditions and Specifications for landscape work for additional requirements.

NATIVE LEGEND

Key	Qty	Description
	0.22 AC	EMERGENT SEED & PLUG MIX
	0.19 AC	WET MEADOW SEED MIX
	2.04 AC	LOW PROFILE PRAIRIE SEED MIX
	0.07 AC	LOW MOW FESCUE SEED MIX
	144 C.Y.	MUSHROOM COMPOST

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ROSEMONT, ILLINOIS 60018

WOODLORE TOWNES

CRYSTAL LAKE, ILLINOIS

OVERALL LANDSCAPE PLAN

REVISIONS	
2	6.21.2023
1 - FOR BID	6.07.2023

DATE	5.09.2023
PROJECT NO.	LN22129
DRAWN	CLE
CHECKED	GFB
SHEET NO.	1 OF 10

Know what's below. Call before you dig.

XREFS:
PLOT CONFIG:

NATIVE SEED MIXTURES

Temporary Cover Crop

Cover crops shall be installed in all planting areas containing dry mesic, mesic, and wet mesic soils to, stabilize soils, and combat weed pressure during the germination and establishment of the native seeding area.

Botanical Name	Common Name	lbs / AC
Spring Cover Crop		
Avena sativa	Seed Oats	30.000
Fall or Dormant Cover Crop		
Tricticum aestivum	Regreen	10.000

Emergent Wetland Plant Mix

Stormwater basin bottoms in areas with 6" of water

Botanical Name	Common Name	lbs / AC	Plugs / AC.
Acorus americanus	Sweet Flag	0.500	494
Alisma subcordatum	Water Plantain	1.250	
Iris virginica shrevei	Blue Flag	0.500	494
Juncus effusus	Common Rush	0.500	
Leersia oryzoides	Rice Cut Grass	1.250	494
Pontederia cordata	Pickerel Weed	0.250	494
Sagittaria latifolia	Common Arrowhead	1.250	494
Scirpus acutus	Hardstem Bulrush	0.500	988
Scirpus fluviatilis	River Bulrush	1.000	494
Scirpus pungens	Chairmaker's Rush	0.250	
Scirpus validus	Great Bulrush	0.500	988
Sparganium eurycarpum	Bur Reed	1.000	494
	Total Emergent Wetland Mix	**8.750**	**5434**

Wet Meadow Seed Mixture

Lower slopes of basin

Botanical Name	Common Name	lbs / AC
Grasses / Sedges		
Carex bebbii	Bebbs Oval Sedge	0.250
Carex bicknellii	Bicknells Sedge	0.125
Carex brevior	Plains Oval Sedge	0.250
Carex cristatella	Crested Oval Sedge	0.060
Carex molesta	Field Oval Sedge	0.250
Carex normalis	Spreading Oval Sedge	0.015
Carex scoparia	Pointed Broom Sedge	0.190
Carex stipata	Common Fox Sedge	0.060
Carex vulpinoidea	Brown Fox Sedge	0.250
Elymus virginicus	Virginia Wild Rye	3.000
Glyceria striata	Fowl Manna Grass	0.130
Juncus dudleyi	Dudleys Rush	0.020
Juncus torreyi	Torreys Rush	0.031
Panicum virgatum	Switch Grass	3.000
Scirpus atrovirens	Dark Green Bulrush	0.060
Scirpus cyperinus	Wool Grass	0.030
	Total Grasses / Sedges	**7.721**
Wildflowers/Broadleaves		
Asclepias incarnata	Swamp Milkweed	0.125
Bidens cernua	Nodding Bur Marigold	0.190
Boltonia asteroids	False Aster	0.031
Chamaecrista fasciculate	Partridge pea	0.188
Euthamia grammifolia	Grassleaved Goldenrod	0.300
Eupatorium perfoliatum	Common Boneset	0.015
Helenium autumnale	Sneezeweed	0.063
Iris virginica shrevei	Blue Flag Iris	1.000
Lobelia siphilitica	Great Blue Lobelia	0.031
Mimulus ringens	Monkey Flower	0.031
Symphyotrichium novae-angliae	New England Aster	0.250
Pycnanthemum virginianum	Common Mountain Mint	0.063
Rudbeckia fulgida var. sullvantii	Showy Black-Eyed Susan	0.250
Zizia aurea	Golden Alexanders	0.500
	Total Forbs	**3.037**
	Total Wet Meadow Seed Mix	**10.758**

Low Profile Prairie with Flowers Seed Mix

Upper basin slopes

Botanical Name	Common Name	lbs / AC
Grasses		
Bouteloua curtipendula	Side Oats Grama	8.000
Panicum virgatum	Prairie Switch Grass	0.125
Elymus trachycaulus	Slender Wheatgrass	2.000
Elymus canadenesis	Prairie Wild Rye	1.000
Schizachyrium scoparium	Little Bluestem	6.000
	Total Grasses	**17.125**
Wildflowers/Broadleaves		
Allium cernuum	Nodding Wild Onion	0.190
Amorpha canscens	Lead Plant	0.125
Asclepia canadensis	Whorled Milkweed	0.063
Asclepias tuberosa	Butterflyweed	0.500
Astragalus canadensis	Canada Milk Vetch	0.063
Coreopsis palmata	Prairie Coreopsis	0.025
Echinacea pallida	Pale Purple Coneflower	1.000
Echinacea purpurea	Purple Coneflower	0.500
Eryngium yuccifolium	Rattlesnake Master	0.125
Lespedeza capitata	Round-Headed Bush Clover	0.125
Liatris aspera	Rough Blazing Star	0.250
Liatris pycnostachya	Prairie Blazing Star	0.188
Monarda fistulosa	Prairie Bergamot	0.063
Parthenium integrifolium	Wild Quinine	0.016
Penstemon digitalis	Foxglove Beard Tongue	0.125
Petalostemum candidum	White Prairie Clover	0.125
Petalostemum purpureum	Purple Prairie Clover	0.156
Potentilla arguta	Prairie Cinquefoil	0.031
Pycnanthemum tenuifolium	Slender Mountain Mint	0.031
Ratibida pinnata	Yellow Coneflower	0.125
Rudbeckia fulgida var. sullivantii	Showy Black-Eyed Susan	0.500
Rudbeckia hirta	Black-Eyed Susan	0.500
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	0.063
Symphoytrichum leave	Smooth Blue Aster	0.063
Tradescantia ohiensis	Common Spiderwort	0.063
Verbena stricta	Hoary Vervain	0.125
Zizia aurea	Golden Alexanders	0.500
	Total Forbs	**5.640**
	Total Low Profile Prairie Seed Mix	**22.765**

Low Mow Fescue Seed Mixture - Mixture -7 lbs. / 1,000 sq. ft.

Festuca longifolia	Hard Fescue	25%
Festuca rubra var. commutate	Chewing Fescue	25%
Festuca rubra var. rubra	Creeping Red Fescue	25%
Festuca ovina	Sheeps Fescue	25%

PLANTING DETAILS

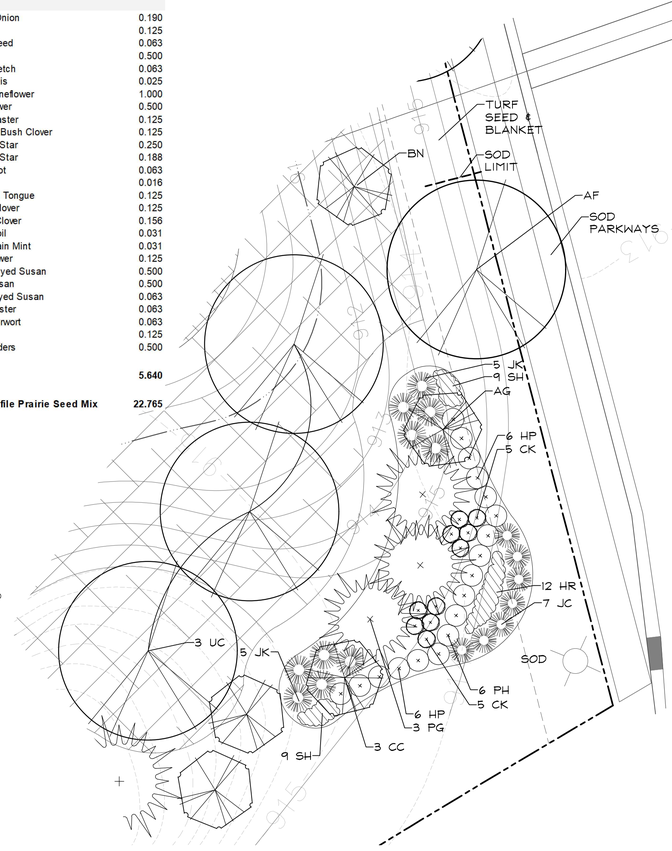
PERENNIALS AND GROUNDCOVERS
NOT TO SCALE

DECIDUOUS AND EVERGREEN SHRUBS
NOT TO SCALE

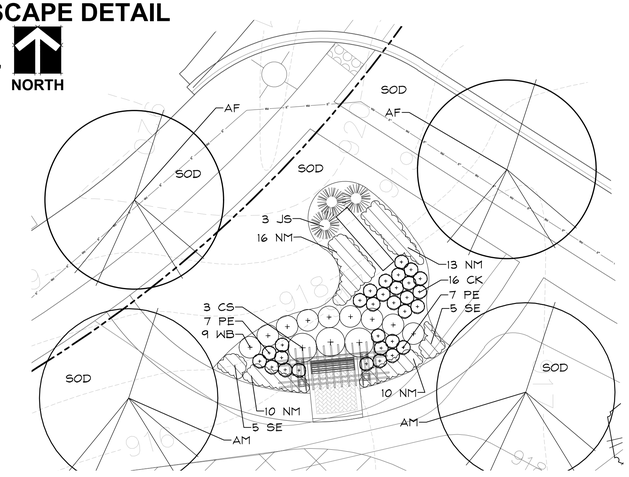
EVERGREEN TREES
NOT TO SCALE

NATURALIZED STORMWATER BASIN SECTION
NOT TO SCALE

DECIDUOUS TREES
NOT TO SCALE



ENTRANCE LANDSCAPE DETAIL
0 5' 10' 20' 30'
SCALE: 1"=10'
NORTH



OVERLOOK LANDSCAPE DETAIL
0 5' 10' 20' 30'
SCALE: 1"=10'
NORTH

SEATING AREA LANDSCAPE DETAIL
0 5' 10' 20' 30'
SCALE: 1"=10'
NORTH

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CRYSTAL LAKE, ILLINOIS

LANDSCAPE DETAILS

2	6.21.2023
1 - FOR BID	6.07.2023

REVISIONS

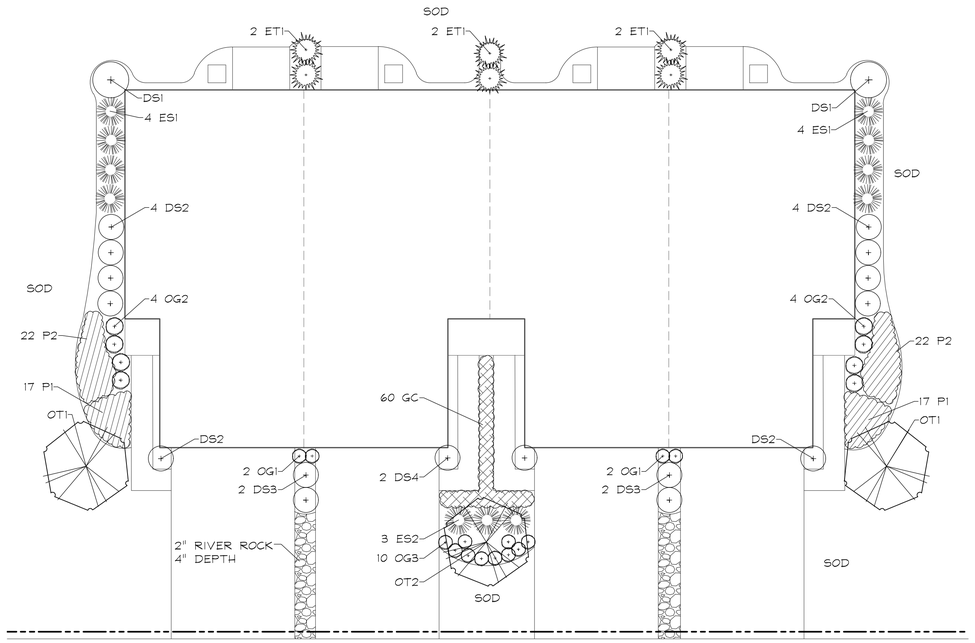
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CHECKED	GFB

SHEET NO.

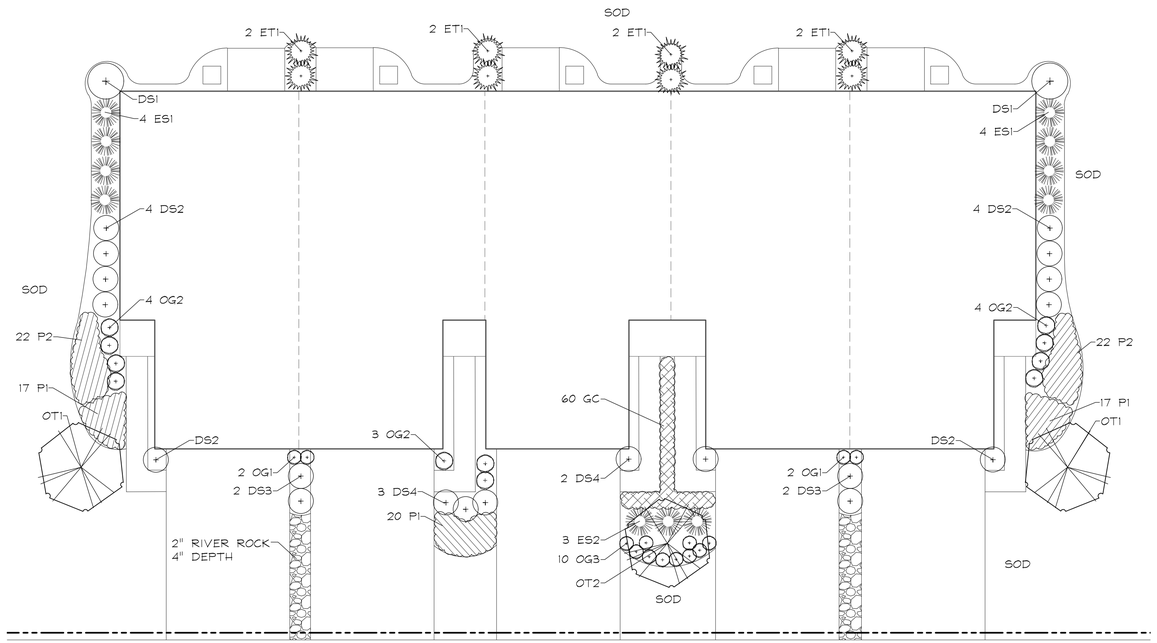
2 OF 10

Know what's below. Call before you dig.

KRIER
PLOT CONFIG



4 UNIT TOWNHOME TYPICAL FOUNDATION
SCALE: 1"=10'



5 UNIT TOWNHOME FOUNDATION
SCALE: 1"=10'

4-UNIT TOWNHOME PLANT LIST - A
(BLDG. 1)

Key	Qty	Botanical/Common Name	Size	Remarks
		ORNAMENTAL TREES		
OT1	2	Cornus mas CORNELIANCHERRY DOGWOOD	6' Ht.	Multi-Stem
OT2	1	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Multi-Stem
		EVERGREEN TREES		
ET1	6	Thuja occidentalis 'Smaragd' EMERALD GREEN ARBORVITAE	5' Ht.	4' O.C.
		DECIDUOUS SHRUBS		
DS1	2	Viburnum x juddii JUDD VIBURNUM	30" Tall	5' O.C.
DS2	10	Cornus sericea 'Farrow' ARCTIC FIRE DOGWOOD	24" Tall	3'-6" O.C.
DS3	4	Rhus aromatica 'Gro-Low' GRO-LOW FRAGRANT SUMAC	24" Wide	3'-6" O.C.
DS4	2	Viburnum carlesii 'SMVCB' SPICE BABY VIBURNUM	24" Tall	3' O.C.
		EVERGREEN SHRUBS		
ES1	8	Juniperus x pfitzeriana 'Kallay's Compact' KALLAY'S COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
ES2	3	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
OG1	4	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
OG2	8	Panicum virgatum 'Shenandoah' SHENANDOAH RED SNITCH GRASS	#1	30" O.C.
OG3	10	Pennisetum alopecuroides 'Desert Plains' PRAIRIE WINDS FOUNTAIN GRASS	#1	24" O.C.
		PERENNIALS		
P1	34	Hemerocallis 'Little Wine Cup' LITTLE WINE CUP DAYLILY	#1	18" O.C.
P2	44	Geranium x 'Brookside' BROOKSIDE GERANIUM	#1	18" O.C.
		GROUNDCOVER		
GC	60	Ajuga reptans 'Bronze Beauty' BRONZE BEAUTY BUGLEWEED	#SP4	12" O.C.
		MISC. MATERIALS		
	9	SHREDDED HARDWOOD MULCH	C.Y.	
	1.3	2" RIVER ROCK	C.Y.	

4-UNIT TOWNHOME PLANT LIST - B
(BLDGS. 2 & 5)

Key	Qty	Botanical/Common Name	Size	Remarks
		ORNAMENTAL TREES		
OT1	2	Cercis canadensis EASTERN REDBUD	6' Ht.	Multi-Stem
OT2	1	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Multi-Stem
		EVERGREEN TREES		
ET1	6	Thuja occidentalis 'Smaragd' EMERALD GREEN ARBORVITAE	5' Ht.	4' O.C.
		DECIDUOUS SHRUBS		
DS1	2	Cornus sericea 'Isanti' REDOSIER DOGWOOD	30" Tall	5' O.C.
DS2	10	Weigela florida 'Bramwell' FINE WINE WEIGELA	24" Tall	3'-6" O.C.
DS3	4	Rhus aromatica 'Gro-Low' GRO-LOW FRAGRANT SUMAC	24" Wide	3'-6" O.C.
DS4	2	Spiraea japonica 'Neon Flash' NEON FLASH SPIREA	24" Tall	3' O.C.
		EVERGREEN SHRUBS		
ES1	8	Juniperus x pfitzeriana 'Kallay's Compact' KALLAY'S COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
ES2	3	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
OG1	4	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
OG2	8	Panicum virgatum 'Heavy Metal' BLUE SWITCH GRASS	#1	30" O.C.
OG3	10	Carex bicknellii COPPER SHOULDERED OVAL SEDGE	#1	24" O.C.
		PERENNIALS		
P1	34	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.
P2	44	Nepeta racemosa 'Blue Wonder' BLUE WONDER CATMINT	#1	18" O.C.
		GROUNDCOVER		
GC	60	Pachysandra terminalis 'Green Carpet' GREEN CARPET JAPANESE SPURGE	#SP4	12" O.C.
		MISC. MATERIALS		
	9	SHREDDED HARDWOOD MULCH	C.Y.	
	1.3	2" RIVER ROCK	C.Y.	

5-UNIT TOWNHOME PLANT LIST
(BLDG. 3)

Key	Qty	Botanical/Common Name	Size	Remarks
		ORNAMENTAL TREES		
OT1	2	Betula populifolia 'Whitespire' WHITESPIRE GRAY BIRCH	6' Ht.	Multi-Stem
OT2	1	Malus 'Jewelcole' RED JEWEL CRABAPPLE	6' Ht.	Multi-Stem
		EVERGREEN TREES		
ET1	8	Thuja occidentalis 'Smaragd' EMERALD GREEN ARBORVITAE	5' Ht.	4' O.C.
		DECIDUOUS SHRUBS		
DS1	2	Syringa patula 'Miss Kim' MISS KIM LILAC	30" Tall	5' O.C.
DS2	10	Weigela florida 'Bramwell' FINE WINE WEIGELA	24" Tall	3'-6" O.C.
DS3	4	Rhus aromatica 'Gro-Low' GRO-LOW FRAGRANT SUMAC	24" Wide	3'-6" O.C.
DS4	5	Hydrangea macrophylla 'Bailmer' ENDLESS SUMMER HYDRANGEA	24" Tall	3' O.C.
		EVERGREEN SHRUBS		
ES1	8	Juniperus x pfitzeriana 'Kallay's Compact' KALLAY'S COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
ES2	3	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
OG1	4	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
OG2	11	Schizachyrium scoparium 'Standing Ovation' STANDING OVATION LITTLE BLUESTEM	#1	30" O.C.
OG3	10	Sporobolus heterolepis PRAIRIE DROPSEED	#1	24" O.C.
		PERENNIALS		
P1	54	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
P2	44	Echinacea 'CBG Cone 2' PIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
		GROUNDCOVER		
GC	60	Pachysandra terminalis 'Green Carpet' GREEN CARPET JAPANESE SPURGE	#SP4	12" O.C.
		MISC. MATERIALS		
	10	SHREDDED HARDWOOD MULCH	C.Y.	
	1.3	2" RIVER ROCK	C.Y.	

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TYPICAL FOUNDATION LANDSCAPE PLANS

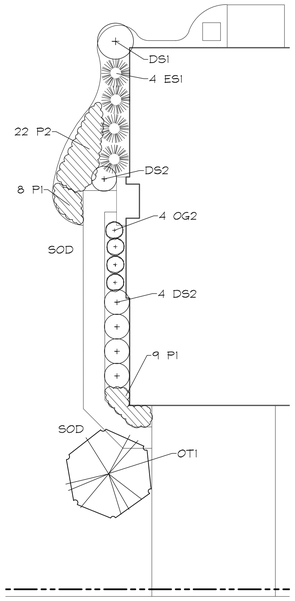
2	6.21.2023
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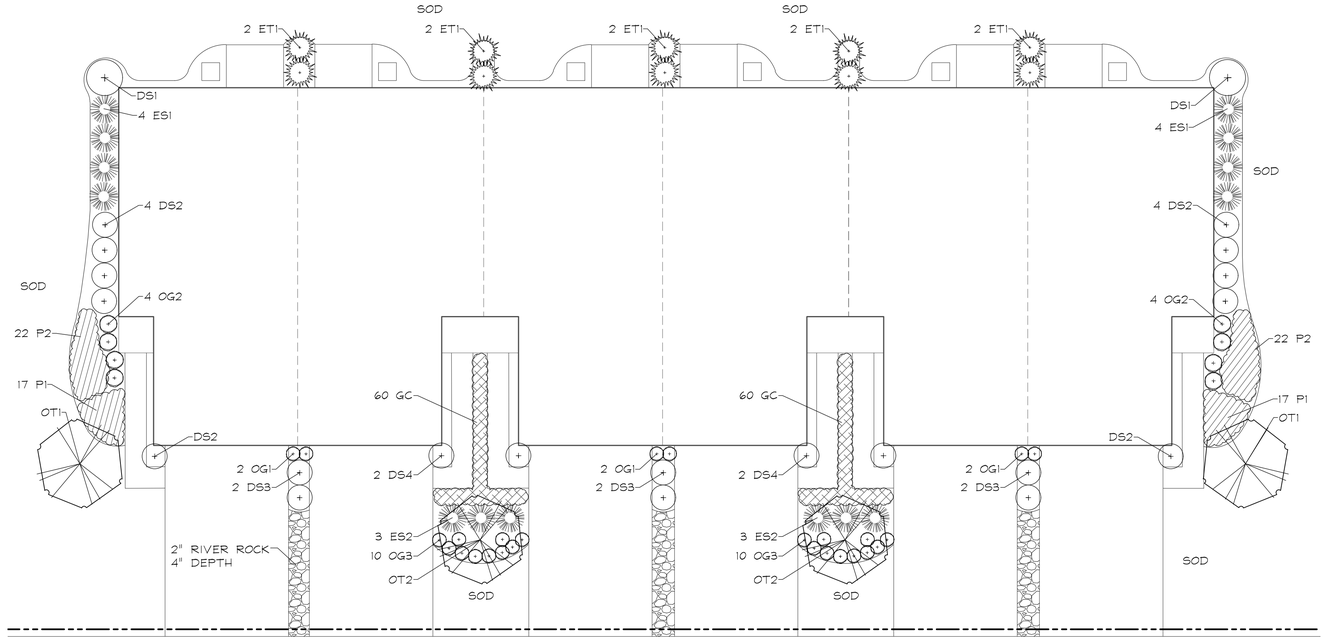
3 OF 10

Know what's Below. Call before you dig.

XREFS:
PLOT CONFIG:



ALTERNATE END UNIT PLANTING & LAYOUT
SCALE: 1"=10'



6 UNIT TOWNHOME TYPICAL FOUNDATION
SCALE: 1"=10'

6-UNIT TOWNHOME PLANT LIST - A
(BLDGS. 7 & 8)

Key	Qty	Botanical/Common Name	Size	Remarks
		ORNAMENTAL TREES		
OT1	2	Cornus mas CORNELIANCHERRY DOGWOOD	6' Ht.	Multi-Stem
OT2	2	Syringa reticulata 'Ivory Silk' IVORY SILK JAPANESE TREE LILAC	6' Ht.	Multi-Stem
		EVERGREEN TREES		
ET1	10	Thuja occidentalis 'Smaragd' EMERALD GREEN ARBORVITAE	5' Ht.	4' O.C.
		DECIDUOUS SHRUBS		
DS1	2	Hydrangea paniculata 'Bulk' QUICK FIRE HYDRANGEA	30" Tall	5' O.C.
DS2	10	Cornus sericea 'Farrow' ARCTIC FIRE DOGWOOD	24" Tall	3'-6" O.C.
DS3	6	Rhus aromatica 'Gro-Low' GRO-LOW FRAGRANT SUMAC	24" Wide	3'-6" O.C.
DS4	4	Weigela x 'Dark Horse' DARK HORSE WEIGELA	24" Tall	3' O.C.
		EVERGREEN SHRUBS		
ES1	8	Juniperus x pfitzeriana 'Kallay's Compact' KALLAY'S COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
ES2	6	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
OG1	6	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
OG2	8	Schizachyrium scoparium 'Standing Ovation' STANDING OVATION LITTLE BLUESTEM	#1	30" O.C.
OG3	20	Sporobolus heterolepis PRAIRIE DROPSEED	#1	24" O.C.
		PERENNIALS		
P1	34	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.
P2	44	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
		GROUNDCOVER		
GC	120	Pachysandra terminalis 'Green Carpet' GREEN CARPET JAPANESE SPURGE	#SP4	12" O.C.
		MISC. MATERIALS		
	11	SHREDDED HARDWOOD MULCH	C.Y.	
	2	2" RIVER ROCK	C.Y.	

6-UNIT TOWNHOME PLANT LIST - B
(BLDGS. 4, 6 & 9)

Key	Qty	Botanical/Common Name	Size	Remarks
		ORNAMENTAL TREES		
OT1	2	Syringa pekinensis 'Morton' CHINA SNOW PEKING LILAC	6' Ht.	Multi-Stem
OT2	2	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Multi-Stem
		EVERGREEN TREES		
ET1	10	Thuja occidentalis 'Smaragd' EMERALD GREEN ARBORVITAE	5' Ht.	4' O.C.
		DECIDUOUS SHRUBS		
DS1	2	Syringa 'SMSJBP7' DARK PURPLE BLOOMERANG LILAC	30" Tall	5' O.C.
DS2	10	Weigela florida 'Bramwell' FINE WINE WEIGELA	24" Tall	3'-6" O.C.
DS3	6	Rhus aromatica 'Gro-Low' GRO-LOW FRAGRANT SUMAC	24" Wide	3'-6" O.C.
DS4	4	Itea virginica 'Sprich' LITTLE HENRY VIRGINIA SWEETSPIRE	24" Tall	3' O.C.
		EVERGREEN SHRUBS		
ES1	8	Juniperus x pfitzeriana 'Kallay's Compact' KALLAY'S COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
ES2	6	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
OG1	6	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
OG2	8	Panicum virgatum 'Shenandoah' SHENANDOAH RED SWITCH GRASS	#1	30" O.C.
OG3	20	Pennisetum alopecuroides 'Desert Plains' PRAIRIE WINDS FOUNTAIN GRASS	#1	24" O.C.
		PERENNIALS		
P1	34	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.
P2	44	Nepeta racemosa 'Blue Wonder' BLUE WONDER CATMINT	#1	18" O.C.
		GROUNDCOVER		
GC	120	Liriope spicata CREEPING LILYTURF	#SP4	12" O.C.
		MISC. MATERIALS		
	11	SHREDDED HARDWOOD MULCH	C.Y.	
	2	2" RIVER ROCK	C.Y.	

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TYPICAL FOUNDATION LANDSCAPE PLANS

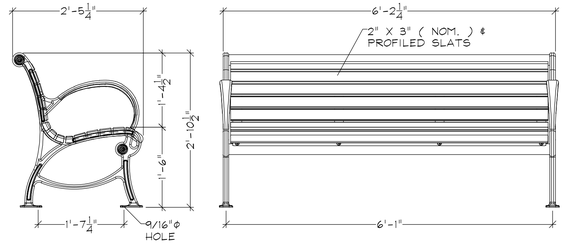
2	6.21.2023
1 - FOR BID	6.07.2023
REVISIONS	

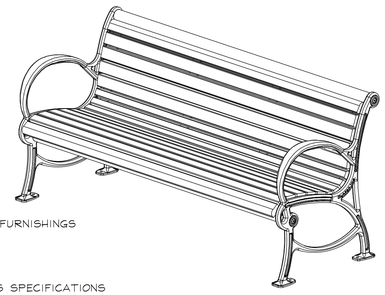
DATE	5.09.2023
PROJECT NO.	LN22129
DRAWN	CLE
CHECKED	GFB
SHEET NO.	

4 OF 10

Know what's below. Call before you dig.

KRIER
PLOT CONFIG





MANUFACTURER: DUMOR SITE FURNISHINGS
MODEL: 447 - 6 FT.
COLOR: BLACK
SLATS: DOUGLAS FIR
MOUNTING: SURFACE MOUNTED

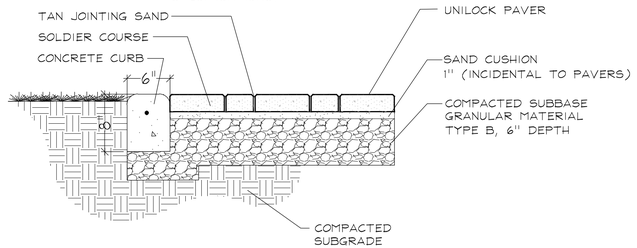
INSTALL PER MANUFACTURER'S SPECIFICATIONS

BENCH DETAIL
NOT TO SCALE

PAVER NOTES:

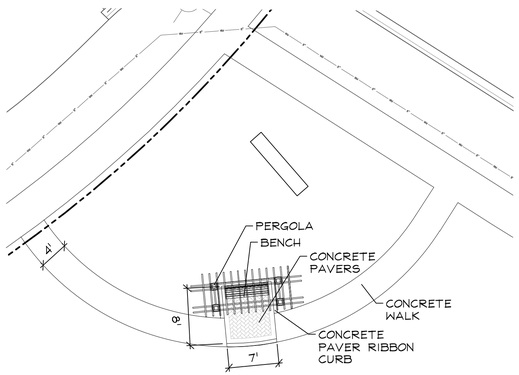
MANUFACTURER:	UNILOCK
PAVER UNIT:	COPTHORNE
PAVER COLOR:	BURGUNDY RED
PAVER PATTERN:	COPTHORNE B
SOLDIER UNIT:	COPTHORNE
SOLDIER COLOR:	BASALT

INSTALL PER MANUFACTURER'S SPECIFICATIONS.

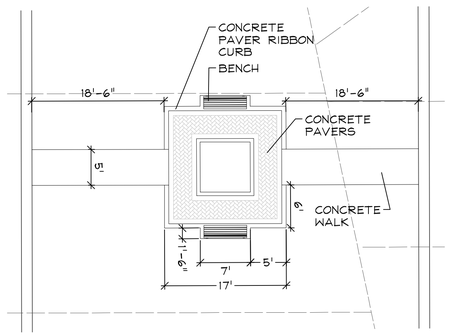


PAVER & CURB DETAIL
NOT TO SCALE

CONCRETE WALK DETAIL
NOT TO SCALE



OVERLOOK LAYOUT PLAN
0 5' 10' 20' 30'
SCALE: 1"=10'
NORTH

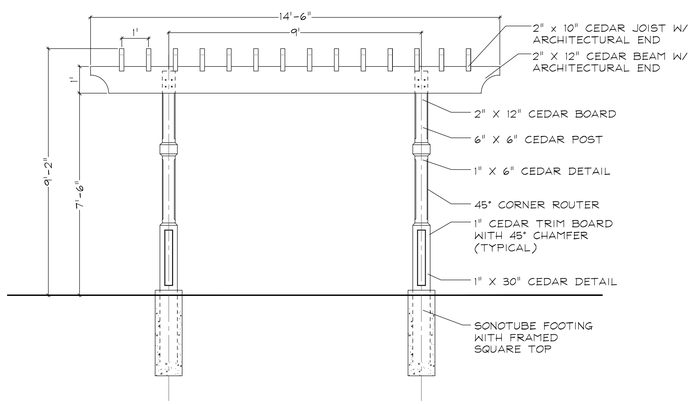


SEATING AREA LAYOUT PLAN
0 5' 10' 20' 30'
SCALE: 1"=10'
NORTH

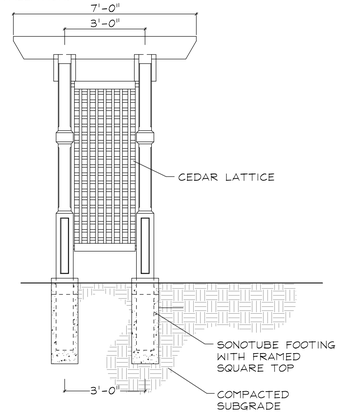
NOTES:
1. CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES TO LANDSCAPE ARCHITECT AND OWNER FOR REVIEW PRIOR TO CONSTRUCTION.

2. ATTACH STRUCTURE WITH APPROVED GALVANIZED ZINC COATED MOUNTING BRACKETS

3. PERGOLAS TO BE STAINED 1 YEAR FOLLOWING INSTALLATION.



PERGOLA DETAIL
NOT TO SCALE



SITE FURNISHINGS SCHEDULE

ITEM	QTY	MODEL	MANUFACTURER	COMMENT
6' BACKED BENCH	3	447	DUMOR	COLOR: BLACK SLATS: WOOD - IPE
CONCRETE PAVERS	246 S.F.	COPTHORNE	UNILOCK	COLOR: BURGUNDY RED SOLDIER COURSE: COPTHORNE SOLDIER COURSE COLOR: BASALT
PERGOLA	1			
CONCRETE PAVER RIBBON CURB	120 L.F.			
CONCRETE WALKS & BENCH PADS	456 S.F.			

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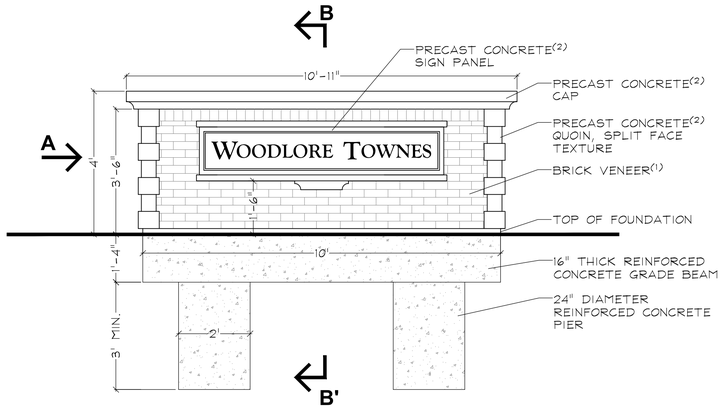
AMENITY DETAILS

2	6.21.2023
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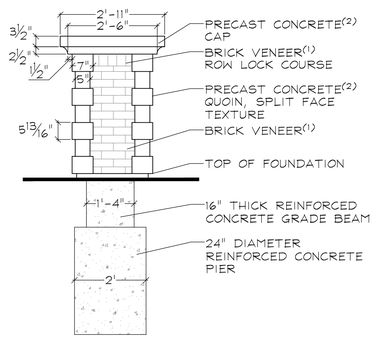
DATE	5.09.2023
PROJECT NO.	LN22129
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CHECKED	GFB
SHEET NO.	5 OF 10

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

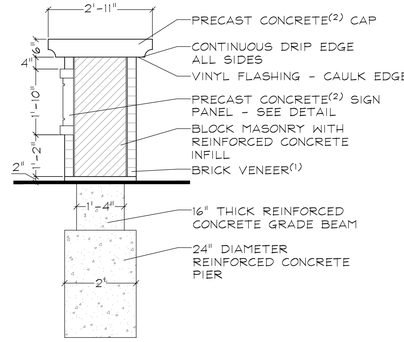
XREFS:
PLOT CONFIG:



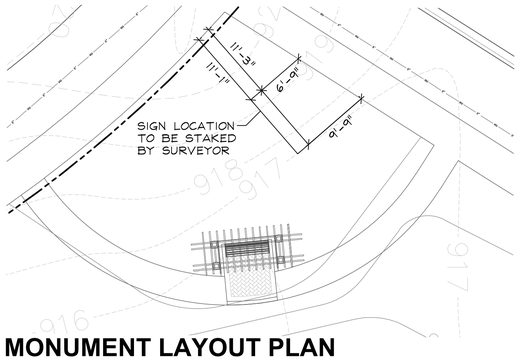
MONUMENT FRONT ELEVATION
SCALE: 1/2"=1'-0"



ELEVATION A



SECTION B-B'

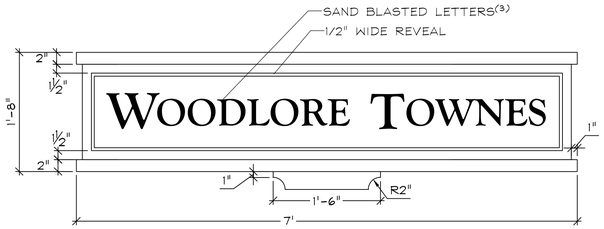


MONUMENT LAYOUT PLAN
0 5' 10' 20' 30'
SCALE: 1"=10'
NORTH

(1) BRICK VENEER: MERIDIAN BRICK
MICHIGAN COLLECTION
GRAND RIVER
SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL

(2) PRE-CAST CONCRETE COLOR: NATURAL
SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL

(3) SIGN LETTERING FONT: GOUDY OLD STYLE
PAINTED BLACK



SIGN PANEL DETAIL
SCALE: 1"=1'-0"

ENTRANCE MONUMENT SPECIFICATIONS

1.0 DESCRIPTION OF WORK

A. The work consists of all labor, materials, work and equipment necessary and required to complete monuments, fence and foundations as shown on drawings or specified herein, including, but not limited to:

1. Submission of color and material samples
2. Submission of shop drawings
3. Submission of construction schedule
4. Verification of existing conditions and underground utilities
5. Secure and pay for all permits, fees, inspections and schedule all inspections related to work, including J.U.L.I.E. locates.
6. Comply with all applicable codes

2.0 QUALITY ASSURANCE

A. Construction shall conform to ©Building Code Requirements for Engineered Brick Masonry," BIA, latest edition.

B. All brick and stone shall be finest architectural grade free of cracks, chips, defects, etc.

C. Installation shall be by a company continuously and regularly employed in the installation of brick and stone monuments for a period of at least 5 consecutive years.

D. No masonry shall be laid when the temperature is expected to fall below 40 degrees F, unless suitable means, submitted in writing to the owner, are provided to heat materials and protect the work. Protect work from cold and frost and insure that mortar will harden without freezing. N o additives shall be used, unless approved in writing by the owner.

E. All corners of monuments and piers are to be staked by engineer and verified by the contractor.

3.0 JOB CONDITIONS

A. Examine and evaluate grades, and soils. Provide soil testing and verify soils structural integrity. Observe the conditions under which work is to be performed and notify the owner of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

B. Utilities: Review underground utility location maps and plans; Notify J.U.L.I.E.; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.

C. All streets and curbs must be cleaned at the end of each working day.

D. All OSHA requirements for safety must be adhered to at all times.

4.0 GUARANTEES

A. Guarantee monuments 1 year from final acceptance on owner's representative on workmanship and materials.

B. Where failures have occurred resulting from the concrete not meeting the specified design strength, or workmanship, it shall be the responsibility of the subcontractors in connection with the supplier to take whatever corrective actions are necessary to eliminate the problem. In addition, it shall be their responsibility to make restitution for their resulting repair work created by the problem.

5.0 SUBMITTALS

A. Construction Schedule: After award of the Contract, the Contractor shall prepare and submit to the owner or an owner authorized representative an estimated construction progress schedule for the work, including sub-schedules of related activities which are essential to its progress, as well as lead-time for materials.

1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Schedule to represent a continuous flow of construction activities so that there are no days of non-activity on site.

B. Product Samples: Submit samples of stone, architectural pre-cast, mortars and sealants, slate, light fixtures, tile, and ornamental fencing for the owner's design conformance review prior to delivery to site.

C. Product Data: Submit product data for stone, limestone, architectural pre-cast, mortars and joint sealants, slate, tile, light fixtures, and ornamental fencing.

D. Provide certificate of insurance per the owner's requirements.

E. Provide names and contact information for any subcontractors and suppliers.

F. Shop Drawings:

1. Prepare and submit to the Owner's Representative for design conformance review complete cutting and setting drawings for all masonry work:
2. Submit one (1) set prints with following items in detail:
   a) Sizes
   b) Sections
   c) Dimensions and numbering of stone and brick.
   d) Arrangements of joints and bond.
3. Show jointing as indicated on the contract drawings, unless modification is reviewed for design conformance by Owner's Representative prior to preparation of shop drawings.
4. Establish jointing in accordance with industry standards and practices where not indicated on contract drawings.

6.0 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Loading and Shipment:

1. Pack carefully for transportation, with exercise of all customary and reasonable precautions against damage in transit, all brick, and limestone to be used for the work.
2. Load and ship all brick and cut stone in a sequence mutually agreed upon by the General Contractor and the material supplier.

B. Unloading and Storage:

1. Receive and unload at site all brick and stone with necessary care in handling to avoid damage or soiling.
2. Store brick and stone clear of ground on non-staining skids. Wood containing tannin, chemical treatment, or excessive amounts of resin shall not be used.
3. Cover brick and stone with waterproof, clean canvas, or polyethylene for protection from construction or natural elements.

7.0 INSTALLATION

A. Mortar:

1. Cement: white, non-staining masonry cement, conforming to ASTM-C91.
2. Sand: Clean, sharp, and washed, capable of passing a No. 16 sieve, and in conformance with ASTM-CIAA. Carefully select sand for use in pointing mortar for color to match limestone. For pointing mortar, select a white sand.
3. Lime: Hydrated, conforming to ASTM-C207, Type S.
4. Water: Clear, non-alkaline, potable and free of oils, salts, and other harmful elements.

B. Foundation

Concrete mix air entrainment, compressive strength at twenty-eight (28) days, and slump are to be designed and specified by the contractor's structural engineer.

C. Mortar Beds:

1. Lay brick with full mortar coverage on horizontal and vertical joints in all courses.
2. Provide sufficient mortar on ends of brick to completely fill head joints.
3. Rock closure into place with head joints thrown against two adjacent bricks in place.

D. Mortar Joints; Horizontal and vertical face joints:

1. Nominal thickness: 3/8 inch.
2. Construct uniform joints.
3. Shove vertical joints tight.
4. Tool concave joints in exposed surfaces when thumbprint hard.
5. Width, depth, and tooling of all mortar joints shall be consistent and shall not vary more than 1/8".
6. Movement joints: Keep clean of all mortar and debris.

E. Flashing:

1. Install complete and continuous under stone copings and other projections.
2. Lap joints 6". Seal entire contact surface with mastic.
3. Provide a mortar wash at the base of the cavity, underneath the through-wall flashing, pitching out.
4. Cover flashing with mortar.

F. Weepholes

1. Provide 3/8" cotton rope weeps. Rope weeps shall extend thru the veneer face and inside the cavity, lying on top and along the bottom length of the flashing. Cut rope flush with wall face.
2. Maximum spacing: rope weeps: 16 inches o.c., at wall base; 16 inches o.c. at lintels above openings.
3. Keep weepholes and area above flashing free of mortar droppings.

8.0 CLEAN UP AND PROTECTION

A. All material shall be washed with fiber brushes, soap powder, and clean water or Owner reviewed mechanical cleaning process.

B. Sand blasting, wire brushes, or acids shall not be used. Exceptions may be considered if reviewed by the Owner or an Owner authorized representative.

C. During work, store materials and equipment as directed by the owner.

D. Protect work and materials from damage due to operations by other trades and trespassers. Maintain protection during installation.

9.0 INSPECTION AND ACCEPTANCE

A. The Owner and or the Owner's representative reserves the right to inspect materials and workmanship at the site prior to, during construction, or at the time of inspection for compliance with these specifications.

B. Notify the Owner's representative when completed, for final design conformance review.

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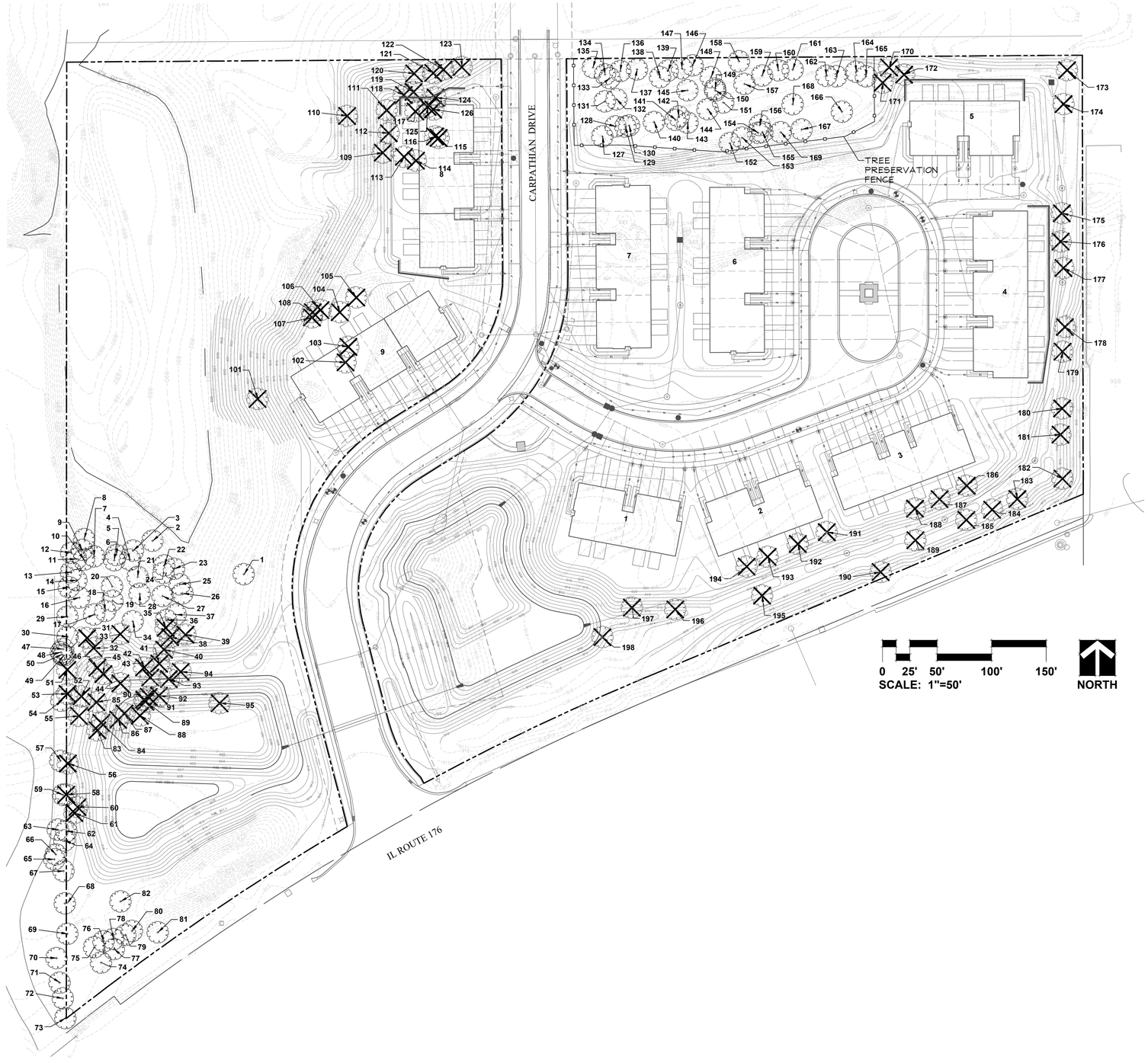
MONUMENT DETAILS

2	6.21.2023
1 - FOR BID	6.07.2023
REVISIONS	

DATE	5.09.2023
PROJECT NO.	LN22129
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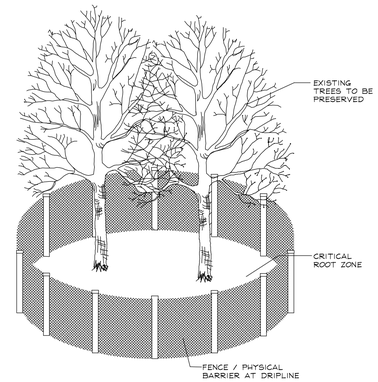
Know what's below. Call before you dig.

XREFS:
PLOT CONFIG:



TREE PRESERVATION NOTES

1. 48" high snow fence or wood barriers shall extend to the dripline of the tree or tree mass whenever possible, shall be installed before construction begins, and should not be removed until the completion of construction.
2. All accidental damage to existing trees that are to be preserved shall be promptly treated as required in accordance with recognized horticultural practices and the instructions of the professional Arborist, Landscape Architect or Horticulturist.
3. Broken or badly bruised branches shall be removed with a clean cut. If recommended by the professional Arborist, Landscape Architect or Horticulturist.
4. Care shall be exercised by the contractors to protect all overhead limbs and branches from damage by contact with material, machinery or equipment and by damage from engine exhaust.
5. Contractors shall protect trees and vegetation against spills or discharge of fuels, lubricating oils, hydraulic fluids, anti-freeze and coolants, calcium chloride, lime and all other similar hydrocarbons, organic chemicals, and other materials which can be harmful.
6. When underground utilities are proposed within 5' of a preserved tree trunk, they must be augered if possible.



TREE PRESERVATION DETAIL
(NOT TO SCALE)

LEGEND

123 — EXISTING TREE TO BE PRESERVED

123 — EXISTING TREE TO BE REMOVED

GR WA
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TREE PRESERVATION PLAN

2	6.21.2023
1 - FOR BID	6.07.2023
REVISIONS	

DATE	5.09.2023
PROJECT NO.	LN22129
DRAWN	CLE
CHECKED	GFB
SHEET NO.	7 OF 10

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

XREFS
PLOT CONFIG

TREE INVENTORY

1) Trees measured at 4.5 above the ground - DBH (diameter Breast Height)
2) All trees 2" DBH and above tagged for A and B groups. All trees 6" DBH and above tagged for C and D groups. Shrubs, and cedar were not tagged.
3) Health Rating:

Rating	Description	Criteria
1	Excellent	Less than 10% dead wood, typical growth for species, no observed defects
2	Good to Fair	Less than 20% dead wood, minor defects, sound structure, no decay
3	Fair	Less than 30% dead wood, minor crown die-back, minor trunk damage or cavities
4	Fair to Poor	Approximately 30-50% dead wood, lacking full crown, minor disase evidence, trunk damage
5	Poor	Over 50% dead wood, lacking full crown, disease or decay evident, structural damage/cavities
6	Dead	Less than 10% living wood, greater than 50% missing bark, adventitious growth only, decay

TOTAL TREES REVIEWED: 193

TAG NO.	SCIENTIFC NAME	COMMON NAME	DBH (inches)	DESCRIPTION	RATING	ACTION	NOTES
1	*Betula nigra*	River Birch	3,3,2,1	Good	2	Preserve	
2	*Prunus serotina*	Black Cherry	6	Good	2	Preserve	Dead branches
3	*Quercus macrocarpa*	Burr Oak	30	Good	2	Preserve	Dead branches, lower dead limbs
4	*Quercus macrocarpa*	Burr Oak	13	Good	2	Preserve	Dead branches, dead limbs
5	*Acer negundo*	Box Elder	5	Fair	3	Preserve	Dead branches
6	*Quercus macrocarpa*	Burr Oak	34	Good	2	Preserve	Dead limbs
7	*Quercus macrocarpa*	Burr Oak	16	Poor	4	Preserve	Crowded, dead branches, dead limbs
8	*Quercus macrocarpa*	Burr Oak	24	Fair	3	Preserve	Dead branches
9	*Acer negundo*	Box Elder	5	Poor	4	Preserve	Dead, crown lean
10	*Juglans nigra*	Black Walnut	6	Poor	4	Preserve	Dead crown
11	*Quercus macrocarpa*	Burr Oak	29	Fair	3	Preserve	Dead limbs
12	*Morus alba*	White Mulberry	7	Poor	4	Preserve	Strong lean
13	*Morus alba*	White Mulberry	5	Fair	3	Preserve	Dead branches
14	*Acer negundo*	Box Elder	6	Fair	3	Preserve	Dead branches, crown lean
15	*Morus alba*	White Mulberry	22	Fair	3	Preserve	Dead branches, dead limbs, hilll
16	*Quercus macrocarpa*	Burr Oak	26	Dead	6	Preserve	
17	*Quercus macrocarpa*	Burr Oak	16	Fair	3	Preserve	Dead branches
18	*Quercus macrocarpa*	Burr Oak	30	Fair	3	Preserve	Dead leader (will need to be cut)
19	*Acer negundo*	Box Elder	7	Poor	4	Preserve	Crooked, dead branches
20	*Quercus macrocarpa*	Burr Oak	21	Fair	3	Preserve	Crooked crown
21	*Quercus macrocarpa*	Burr Oak	31	Fair to Poor	3	Preserve	Broken limb (recent)
22	*Prunus serotina*	Black Cherry	7	Poor	5	Preserve	Dead crown
23	*Acer negundo*	Box Elder	4	Poor	5	Preserve	Strong lean, sawdust, dead limbs
24	*Prunus serotina*	Black Cherry	10	Fair	4	Preserve	Dead branches
25	*Acer negundo*	Box Elder	8	Poor	5	Preserve	Dead crown
26	*Juglans nigra*	Black Walnut	4	Poor	4	Preserve	Dead branches, sparse crown
27	*Quercus macrocarpa*	Burr Oak	25	Poor	4	Preserve	Dead limbs, dead branches
28	*Quercus macrocarpa*	Burr Oak	20	Dead	6	Preserve	
29	*Morus alba*	White Mulberry	16	Poor	4	Preserve	Lean, dead limbs, dead branches
30	*Morus alba*	White Mulberry	7	Poor	4	Preserve	Lean, dead branches
31	*Quercus macrocarpa*	Burr Oak	66	Poor	5	Preserve	Dead leader, hollow cavity at center of trunk, good crown
32	*Morus alba*	White Mulberry	3	Good	2	Preserve	
33	*Quercus macrocarpa*	Burr Oak	21	Good	2	Preserve	
34	*Quercus sp.*	Oak	20	Dead	6	Preserve	Bark gone
35	*Quercus macrocarpa*	Burr Oak	28	Dead	6	Remove	
36	*Quercus macrocarpa*	Burr Oak	41	Fair	3	Preserve	Dead branches, dead leader, fused, broken leader, other leader good
37	*Quercus macrocarpa*	Burr Oak	28	Fair to Poor	3	Preserve	Strong lean
38	*Quercus macrocarpa*	Burr Oak	21	Fair to Poor	3	Remove	Strong lean
39	*Prunus serotina*	Black Cherry	7	Fair to Poor	3	Remove	Supporting fallen tree (Tag 042)
40	*Acer negundo*	Box Elder	8	Poor	4	Remove	Strong lean
41	*Quercus macrocarpa*	Burr Oak	13	Fair to Poor	3	Remove	Lean
42	*Quercus macrocarpa*	Burr Oak	28	Dead	6	Remove	Broken/fallen
43	*Quercus macrocarpa*	Burr Oak	38	Fair	3	Remove	Dead branches, dead leader, remaining crown good
44	*Juglans nigra*	Black Walnut	10	Fair	4	Remove	Dead branches
45	*Quercus macrocarpa*	Burr Oak	31	Good	2	Remove	Dead branches, sawdust at base but no peeling bark or hollow areas
46	*Quercus macrocarpa*	Burr Oak	16	Fair	3	Remove	Dead branches
47	*Morus alba*	White Mulberry	6	Poor	4	Preserve	Crowded, dead branches, unbalanced
48	*Ulmus pumila*	Siberian Elm	8	Poor	4	Preserve	Crowded, dead branches
49	*Morus alba*	White Mulberry	5	Fair	3	Preserve	Dead branches
50	*Acer negundo*	Box Elder	14	Poor	4	Preserve	Strong lean, dead branches
51	*Morus alba*	White Mulberry	12	Fair	3	Remove	Dead branches
52	*Unknown*	Unknown	23	Dead	6	Remove	
53	*Morus alba*	White Mulberry	11	Poor	4	Remove	Crowded, supporting fallen limb
54	*Ulmus pumila*	Siberian Elm	8, 7	Poor	4	Preserve	Dead branches, dead leader, twisted leader
55	*Quercus macrocarpa*	Burr Oak	34, 26	Good	2	Remove	Dead branches, dead leader
56	*Prunus serotina*	Black Cherry	24	Poor	4	Remove	Strong lean, dead limbs, dead branches, cavity
57	*Ulmus pumila*	Siberian Elm	9, 6	Poor	4	Preserve	Twisted leader, dead branches, crowded
58	*Prunus serotina*	Black Cherry	14	Dead	6	Remove	
59	*Prunus serotina*	Black Cherry	30	Poor	4	Preserve	Strong lean, dead leader
60	*Morus alba*	White Mulberry	4, 4, 3	Fair	3	Remove	Dead branches, crowded
61	*Ulmus pumila*	Siberian Elm	7	Fair	3	Remove	Dead branches
62	*Prunus serotina*	Black Cherry	11, 8	Dead	6	Preserve	
63	*Ulmus pumila*	Siberian Elm	12	Poor	4	Preserve	Dead leader, dead limbs, dead branches
64	*Prunus serotina*	Black Cherry	10	Dead	6	Preserve	
65	*Morus alba*	White Mulberry	10	Poor	4	Preserve	Crowded, dead branches, dead limbs
66	*Ulmus pumila*	Siberian Elm	12	Fair	3	Preserve	Crowded, dead branches
67	*Prunus serotina*	Black Cherry	22	Dead	6	Preserve	
68	*Prunus serotina*	Black Cherry	17, 15, 15	Poor	5	Preserve	Two dead leaders
69	*Prunus serotina*	Black Cherry	30	Poor	5	Preserve	Dead crown, hollow
70	*Juglans nigra*	Black Walnut	11	Good	2	Preserve	
71	*Ulmus pumila*	Siberian Elm	9	Fair	3	Preserve	Dead branches
72	*Juglans nigra*	Black Walnut	8, 7	Good	2	Preserve	Dead branches
73	*Prunus serotina*	Black Cherry	12	Poor	4	Preserve	Dead branches, dead limbs
74	*Acer negundo*	Box Elder	6	Fair	3	Preserve	Dead branches
75	*Ulmus pumila*	Siberian Elm	2	Fair	3	Preserve	Dead branches
76	*Populus deltoides*	Eastern Cottonwood	10	Fair	3	Preserve	Dead branches
77	*Ulmus pumila*	Siberian Elm	6, 4	Poor	4	Preserve	Split risk
78	*Acer saccharinum*	Silver Maple	2.5	Good	2	Preserve	
79	*Acer saccharinum*	Silver Maple	3, 2	Good	2	Preserve	
80	*Acer saccharinum*	Silver Maple	3	Good	2	Preserve	
81	*Juglans nigra*	Black Walnut	14	Poor	4	Preserve	Previous split, good crown
82	*Populus deltoides*	Eastern Cottonwood	6	Good	2	Preserve	
83	*Quercus macrocarpa*	Burr Oak	31	Fair	3	Remove	Unbalanced
84	*Quercus macrocarpa*	Burr Oak	39	Poor	4	Remove	Broken leader
85	*Quercus macrocarpa*	Burr Oak	29	Poor	5	Remove	Dead branches, dead limbs, broken crown, cavity
86	*Morus alba*	White Mulberry	8	Poor	5	Remove	Hollow, dead crown
87	*Prunus serotina*	Black Cherry	8	Dead	6	Remove	
88	*Juglans nigra*	Black Walnut	9	Fair	3	Remove	Dead branches, dead limbs
89	*Quercus macrocarpa*	Burr Oak	26	Fair	3	Remove	Dead branches, dead limbs, unbalanced
90	*Quercus macrocarpa*	Burr Oak	20	Fair	3	Remove	Unbalanced
91	*Quercus macrocarpa*	Burr Oak	25, 7	Fair	3	Remove	Lean, unbalanced, smaller leader dead
92	*Quercus macrocarpa*	Burr Oak	24	Fair	3	Remove	Crown lean, dead limbs
93	*Quercus macrocarpa*	Burr Oak	20	Dead	6	Remove	
94	*Prunus serotina*	Black Cherry	8	Poor	5	Remove	Dead crown
95	*Betula nigra*	River Birch	3, 3	Good	2	Remove	Old water bag
101	*Populus deltoides*	Eastern Cottonwood	6	Good	2	Remove	
102	*Robinia pseudoacacia*	Black Locust	11	Fair	3	Remove	Gravel pile at base
103	*Robinia pseudoacacia*	Black Locust	8, 6	Fair	3	Remove	Gravel pile at base
104	*Robinia pseudoacacia*	Black Locust	9	Fair	3	Remove	Gravel pile at base
105	*Robinia pseudoacacia*	Black Locust	8	Fair	3	Remove	Gravel pile at base
106	*Robinia pseudoacacia*	Black Locust	8, 8	Poor	4	Remove	Gravel pile at base, split risk
107	*Robinia pseudoacacia*	Black Locust	6, 6	Poor	4	Remove	Gravel pile at base, split risk, cavity
108	*Robinia pseudoacacia*	Black Locust	7	Poor	4	Remove	Gravel pile at base, crowded
109	*Juglans nigra*	Black Walnut	10	Good	2	Remove	
110	*Quercus macrocarpa*	Burr Oak	28, 28	Good	2	Remove	Dead branches, dead limbs
111	*Acer negundo*	Box Elder	10	Fair	3	Remove	Lean, dead branches
112	*Acer negundo*	Box Elder	26	Fair	3	Remove	Fused leaders, dead branches
113	*Morus alba*	White Mulberry	6	Poor	4	Remove	Dead branches, growing in gravel
114	*Morus alba*	White Mulberry	6	Poor	4	Remove	Dead branches, growing in gravel
115	*Acer negundo*	Box Elder	14	Poor	4	Remove	Strong lean, dead branches
116	*Acer negundo*	Box Elder	14	Poor	4	Remove	Strong lean, dead branches
117	*Quercus macrocarpa*	Burr Oak	36	Good	2	Remove	Dead limbs, dead branches
118	*Quercus macrocarpa*	Burr Oak	23	Good	2	Remove	Dead limbs
119	*Prunus serotina*	Black Cherry	8	Poor	4	Remove	Cavity, dead limbs at crown
120	*Prunus serotina*	Black Cherry	10	Poor	4	Remove	Lean, dead limbs, dead branches
121	*Quercus macrocarpa*	Burr Oak	24	Fair	3	Remove	Unbalanced, dead branches
122	*Quercus macrocarpa*	Burr Oak	42	Fair	3	Remove	Unbalanced, limb cavity pruning
123	*Prunus serotina*	Black Cherry	11	Fair	3	Remove	Gravel/wood at base, good crown, dead limbs
124	*Acer negundo*	Box Elder	7	Fair	3	Remove	Crooked
125	*Quercus macrocarpa*	Burr Oak	33	Fair	3	Remove	Dead limbs, dead branches, cavity at base (not entire)
126	*Prunus serotina*	Black Cherry	6	Poor	4	Remove	No branching, crowded
127	*Prunus serotina*	Black Cherry	8	Fair	3	Preserve	Lean, dead branches
128	*Quercus macrocarpa*	Burr Oak	26	Fair	3	Preserve	Dead branches, dead limbs
129	*Quercus macrocarpa*	Burr Oak	40	Good	2	Preserve	
130	*Quercus macrocarpa*	Burr Oak	22	Good	2	Preserve	Dead branches, barbed wire embedded
131	*Quercus macrocarpa*	Burr Oak	31, 20	Good	2	Preserve	
132	*Quercus macrocarpa*	Burr Oak	27	Poor	4	Preserve	Dead branches, dead limbs, crown lean, unbalanced
133	*Quercus macrocarpa*	Burr Oak	14	Poor	4	Preserve	Crown lean, unbalanced, dead branches
134	*Prunus serotina*	Black Cherry	7	Poor	4	Preserve	Strong lean, dead branches
135	*Quercus macrocarpa*	Burr Oak	21	Poor	4	Preserve	Crown lean, unbalanced
136	*Quercus macrocarpa*	Burr Oak	25	Good	2	Preserve	Dead branches
137	*Quercus macrocarpa*	Burr Oak	24	Fair	3	Preserve	Dead branches, dead limbs
138	*Quercus macrocarpa*	Burr Oak	16	Fair	3	Preserve	Dead branches, dead limbs, cavity in surface root
139	*Acer negundo*	Box Elder	7	Fair	3	Preserve	Dead branches
140	*Quercus macrocarpa*	Burr Oak	24	Fair	3	Preserve	Dead branches, embedded barbed wire
141	*Quercus macrocarpa*	Burr Oak	34	Fair	3	Preserve	Crown lean
142	*Quercus macrocarpa*	Burr Oak	32	Fair	3	Preserve	Small cavity at base, few dead branches, good crown
143	*Acer negundo*	Box Elder	6	Fair	3	Preserve	Dead branches, photo of healed trunk scar
144	*Quercus macrocarpa*	Burr Oak	38	Poor	4	Preserve	Unbalanced
145	*Acer negundo*	Box Elder	10	Fair	3	Preserve	Lean, trunk scar (healing)
146	*Quercus macrocarpa*	Burr Oak	23	Fair	3	Preserve	
147	*Prunus serotina*	Black Cherry	7	Dead	6	Preserve	
148	*Quercus macrocarpa*	Burr Oak	29	Good	2	Preserve	Dead branches
149	*Quercus macrocarpa*	Burr Oak	12	Fair	3	Preserve	Lean, dead branches
150	*Quercus macrocarpa*	Burr Oak	15	Fair	3	Preserve	Lean, dead branches
151	*Quercus macrocarpa*	Burr Oak	29	Fair	3	Preserve	Lean, dead branches
152	*Prunus serotina*	Black Cherry	12	Poor	4	Preserve	Growing in gravel, good crown
153	*Morus alba*	White Mulberry	6	Poor	4	Preserve	Growing in gravel, dead branches
154	*Morus alba*	White Mulberry	7	Poor	4	Preserve	Growing in gravel, dead branches
155	*Morus alba*	White Mulberry	13	Poor	4	Preserve	Growing in gravel, dead branches
156	*Prunus serotina*	Black Cherry	7	Poor	4	Preserve	Lean
157	*Quercus macrocarpa*	Burr Oak	28	Poor	5	Preserve	Dead branches, dead limbs, broken crown
158	*Quercus macrocarpa*	Burr Oak	28	Fair	3	Preserve	Dead branches, deer stand
159	*Quercus macrocarpa*	Burr Oak	55	Fair	3	Preserve	Dead limbs, dead branches
160	*Quercus macrocarpa*	Burr Oak	41	Good	2	Preserve	Dead branches
161	*Quercus macrocarpa*	Burr Oak	28	Fair	3	Preserve	Unbalanced
162	*Quercus macrocarpa*	Burr Oak	19	Fair	3	Preserve	Dead branches, dead limbs, unbalanced
163	*Quercus macrocarpa*	Burr Oak	44	Poor	4	Preserve	Barbed wire, 1/2 crown broken off
164	*Quercus macrocarpa*	Burr Oak	50	Fair	3	Preserve	Unbalanced, dead branches
165	*Prunus serotina*	Black Cherry	18	Poor	4	Preserve	Dead branches, dead limbs, crowded
166	*Prunus serotina*	Black Cherry	8	Poor	4	Preserve	Lean, dead branches
167	*Juglans nigra*	Black Walnut	12	Fair	3	Preserve	Dead branches
168	*Morus alba*	White Mulberry	35	Poor	4	Preserve	Dead branches, dead limbs, cavity
169	*Prunus serotina*	Black Cherry	10, 9	Poor	4	Preserve	Split risk
170	*Acer negundo*	Box Elder	6	Fair	3	Remove	Dead branches, dead limbs
171	*Prunus serotina*	Black Cherry	10	Poor	4	Remove	Strong crown lean
172	*Acer negundo*	Box Elder	6	Poor	4	Remove	Crowded, dead branches
173	*Celtis occidentalis*	Common Hackberry	9	Good	2	Remove	Old water bag
174	*Quercus rubra*	Red Oak	6	Good	2	Remove	Old water bag
175	*Quercus macrocarpa*	Burr Oak	4	Good	2	Remove	Old water bag
176	*Tilia cordata*	Little-Leaved Linden	7	Poor	5	Remove	Hollow
177	*Celtis occidentalis*	Common Hackberry	4	Good	2	Remove	
178	*Quercus bicolor*	Swamp White Oak	6	Good	2	Remove	Old water bag, shrub-growth
179	*Tilia cordata*	Little-Leaved Linden	7	Good	2	Remove	Old water bag
180	*Quercus bicolor*	Swamp White Oak	6	Fair	3	Remove	Old water bag, dead branches
181	*Quercus bicolor*	Swamp White Oak	6	Good	2	Remove	Old water bag, dead branches
182	*Quercus macrocarpa*	Burr Oak	7	Good	2	Remove	Old water bag
183	*Quercus bicolor*	Swamp White Oak	6	Good	2	Remove	Old water bag
184	*Quercus bicolor*	Swamp White Oak	6	Good	2	Remove	Old water bag
185	*Celtis occidentalis*	Common Hackberry	5	Good	2	Remove	Old water bag
186	*Quercus macrocarpa*	Burr Oak	3	Good	2	Remove	Old water bag
187	*Quercus macrocarpa*	Burr Oak	4	Good	2	Remove	Old water bag
188	*Quercus rubra*	Red Oak	4	Good	2	Remove	Old water bag, trunk scar
189	*Quercus bicolor*	Swamp White Oak	4	Good	2	Remove	Old water bag
190	*Populus deltoides*	Eastern Cottonwood	13	Good	2	Remove	
191	*Quercus rubra*	Red Oak	6	Good	2	Remove	Old water bag
192	*Tilia cordata*	Little-Leaved Linden	8	Good	2	Remove	Old water bag
193	*Quercus rubra*	Red Oak	7	Good	2	Remove	Old water bag
194	*Quercus rubra*	Red Oak	6	Good	2	Remove	Old water bag
195	*Quercus rubra*	Red Oak	7	Good	2	Remove	Old water bag
196	*Tilia cordata*	Little-Leaved Linden	5	Good	2	Remove	Old water bag
197	*Robinia pseudoacacia*	Black Locust	8, 5	Poor	4	Remove	Split risk
198	*Populus deltoides*	Eastern Cottonwood	10	Good	2	Remove	

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WOODLORE TOWNES
CRYSTAL LAKE, ILLINOIS
TREE INVENTORY

2	6.21.2023
1 - FOR BID	6.07.2023
REVISIONS	

DATE	5.09.2023
PROJECT NO.	LN22129
DRAWN	CLE
CHECKED	GFB
SHEET NO.	

8 OF 10

Know what's below. Call before you dig.

KREFS
PLOT CONFIG

I. GENERAL SPECIFICATIONS

A.Scope of Work

1. This work shall consist of preparing the planting beds, seedbed or ground surface, and furnishing, transporting and placing plants, mulch, seed, sod, fertilizer and other materials required in the specified operations.

2. Planting required for this work is indicated on the Landscape Plans and, in general consists of the following:

   a. The establishment of trees, shrubs, perennials, annuals, lawn and natural areas as shown on the Landscape Plans;

   b. The provision of post-planting management as specified herein;

   c. Any remedial operations necessary for conformance with The Landscape Plans as specified in this document;

   d. The design, furnishing and installation of a complete underground sprinkler system at locations noted on plan.

B.General

1. Permits

   The Landscape Contractor shall be responsible for obtaining any permits required for the completion of the work and shall be responsible for the cost of the same.

2. Field Verification

   Upon notice to begin work the Landscape Contractor shall verify all existing conditions of the site and shall report any conditions that will impede the beginning of work to the Landscape Architect in writing. The Landscape Contractor shall examine areas, conditions, grades, soils and water levels under which work is to be performed and notify the Landscape Architect of conditions detrimental to the proper and timely completion of the work.

3. Existing Utilities

   The Landscape Contractor shall verify location of all underground utilities before construction. Contact J.U.L.I.E at 1.800.892.0123; 48 hours prior to digging. Notification of any disturbance of existing utilities shall be given to the Landscape Architect immediately. Should uncharted or incorrect utilities be encountered, notify the Landscape Architect immediately.

4. Inspections of Project

   During the construction period, all phases of work shall be available for inspections by the Landscape Architect. All plant material shall be subject to inspection and approval, and the Landscape Architect reserves the right to reject any plants which fail to meet the standards of this inspection. The Landscape Architect reserves the right to inspect nursery stock either at place of growth or at site for compliance with requirements of variety, size and quality.

C.Quality Assurance

1. The Landscape Contractor shall provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this Section and shall comply with work site requirements.

2. The Landscape Contractor must verify with the Landscape Architect at the commencement of work that he has the most current set of plans for the project and that one set of the current plans, clearly marked “Field Set”, must be on the jobsite at all times.

3. The Landscape Contractor shall provide protection for structures, utilities, roads, trees and vegetation from damages caused by settlement, undermining, washout and other hazards created by landscape operations.

4. The Landscape Contractor shall provide and maintain fences, planking, guard lights, barricades, warning signs and guards as necessary for protection of material storage, curbs, sidewalks, streets, drives and adjoining property.

5. Any damage to utilities, structures, plantings, or lawns which result from the Landscape Contractor's course of work will be repaired at the Landscape Contractor's expense, to the satisfaction of the Landscape Architect, in a reasonably timely manner with as little inconvenience to the Owner as possible.

6. Existing trees, shrubs and plant material to remain shall be protected. Damage to existing plants which result from the Landscape Contractor's course of work shall be repaired by a qualified nurseryman or replaced with approved material per village ordinance at the expense of the Landscape Contractor.

7. All planting techniques and methods shall be consistent with the latest edition of “Horticulture Standards of Nurseryman” and as detailed on the drawings.

8. Landscape Contractor shall maintain all relevant erosion control devises destroyed or disrupted during landscape installation. Erosion control devises include measures shown on the approved erosion control plans, plus any additional measures deemed necessary by the Owner or public agency having jurisdiction over erosion control. Erosion control devices include, but are not limited to, silt fence, straw bales, erosion control logs, filter fabric in storm structures, filter baskets ditch checks and siltation basins.

D.Substitutions

1. Substitution from the approved plans will be accepted only when satisfactory evidence in writing is submitted to the Landscape Architect,showing that the plant specified is not available.

2. Landscape Contractor shall submit request for approval to substitute plant material available and shall include Common and Botanical names and size of substitute material.

3. Only those substitutions of equivalent size and having essential characteristics similar to the originally specified material will be approved.

4. Acceptance or rejection of substitute plant materials will be issued in writing by the Landscape Architect, following approval by Lennar and the governing Municipality or Regulatory Agency.

5. Any unauthorized substitutions will be removed and replaced by the Landscape Contractor at the expense of the Landscape Contractor.

E. Submittals

1. Nursery List: In Bid Proposal Form Landscape Contractor shall identify a list of area nurseries from where nursery stock for the job will be obtained.

2. Materials List: Before any plant materials are delivered to the job site, submit to the Landscape Architect a complete list of all plants and other items to be installed and the nursery sources.

3. Certification of Inspection: Shall accompany each shipment of plants as may be required by law for transportation. File certificates with the Landscape Architect prior to acceptance of the material. Inspection by Federal or State authorities at place of growth does not preclude rejection of the plants at the site.

4. Planting Schedule: Submit proposed planting schedule with dates for review and inspection of plants by the Landscape Architect prior to planting.

5. Soil Tests: Submit two (2) copies of soils test of existing topsoil with recommendations for soil amendments for Landscape Architect's review.

6. Seed: Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentage of purity, germination, and weed seed for each grass species and date tested.

7. Sod: Submit sod grower's certification of grass species. Identify source location in Bid Proposal Form.

8. Mulch and Erosion Control Blankets: Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.

9. Maintenance Instructions: Submit to the Landscape Architect typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work after preliminary acceptance of plantings and turf areas. Submit prior to beginning of warranty period. Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be submitted prior to request for preliminary inspection for acceptance.

F. Product Handling

1. Delivery and Storage

   a. Deliver all items to the site in their original containers with all labels intact and legible at the time of inspection.

   b. Immediately remove from the site all plants which are not true to name and all materials which do not comply with the provisions of these Specifications.

   c. Use all means necessary to protect plant materials before, during, and after installation and to protect the installed work and materials of all other trades.

   d. Cover all plant material transported in open vehicles with a protective covering to prevent windburn.

2. Time of Planting

   a. All planting shall be performed during favorable weather conditions and only during normal and accepted planting seasons when satisfactory growing conditions exist.

   b. The planting operations shall not be performed during times of extreme drought, when ground is frozen or during times of other unfavorable climatic conditions unless otherwise approved by the Landscape Architect. The Landscape Contractor assumes full and complete responsibility for such plantings and operations.

G.Materials

1. Plant Material

   Provide plants typical of their species or variety with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.

   a. Balled and burlapped plants shall have a firm natural ball of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the “American Standard for Nursery Stock”. Cracked or mushroomed balls are not acceptable

   b. Tree spade transplanting is acceptable for plants 6” caliper and larger after acceptance of plant by the Landscape Architect. Tree spade must be of a size generally accepted in the trade to safely move the tree size.

   c. Container grown stock shall be grown in a container for a sufficient length of time for the root system to have developed to hold its soil together, firm and whole.

      (i) No plants shall be loose in the container.

      (ii) Container stock shall not be pot bound.

      (iii) All container plants used on the project shall conform to the sizes indicated on the plant list and on the drawings.

   d. No evidence of wounds and/or pruning cuts shall be permitted unless approved by the Landscape Architect.

   e. When specified by caliper, provide shade and ornamental trees with a single main trunk. When specified by height, provide shade and ornamental trees as multi-stemmed plants with not less than three main trunks and side branches that are generous and well twigged.

   f. Evergreen trees shall be branched to the ground unless otherwise specified and accepted.

   g. Provide plants matched in form when arranged in groups.

   h. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of two years. Comply with sizing and grading standards of the latest edition of “American Standards of Nursery Stock” A plant shall be dimensioned as it stands in its natural position. No plants shall be loose in the container.

      (i) Shade Tree and Ornamental Tree caliper shall be measured at a point on the trunk six (6) inches above natural ground line for trees up to and including four (4) inches in diameter, and at a point twelve (12) inches above the natural ground line for trees over four (4) inches in diameter.

      (ii) Height of Evergreen Trees is measured from the natural ground line to the first lateral branch closest to the top.

      (iii) Height of Clump Ornamental Trees is measured from the natural ground line to the beginning last year's growth.

      (iv) Shrub and small plants shall meet the requirements for spread and/or height indicated on the plant list and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required.

2. Sub-drainage Systems

   a. Provide piping types and sizes indicated. Provide matching reducers, adapters, couplings, fittings and accessory components to ensure continuity of the sub-drainage system.

      i) Plastic tubing shall be ASTM F405, corrugated Polyethylene drainage tubing, perforated or solid as required.

      ii) Sub-drainage fill shall be AASHTO M43 (3/8” to 3/4”) clean uniformly graded stone or gravel.

      iii) Sub-drainage filter fabric shall be DuPont “Typar” or other non-woven porous polypropylene fabric approved by the Landscape Architect.

3. Grass Seed

   a. All seeds shall be guaranteed by the vendor to be true to name and variety.

   b. Seed mixtures shall be fresh, clean new crop with a tolerance for purity and germination established by the Official Seed Analysts of North America. Seed will not contain any noxious weed seeds.

   c. Seed mixtures shall be proportioned by weight and shall be as specified on the drawings. If no seed mix is specified, the following general turf seed mix shall be used:

      65% Improved Kentucky Bluegrass (minimum three (3) varieties)

      25% Improved Perennial Ryegrass (minimum two (2) varieties with endophytes)

      10% Creeping Red Fescue

      If this general turf seed mix is used, the Landscape Contractor must submit the vendor's seed varieties, composition and application rate to the Landscape Architect for approval prior to ordering.

4. Erosion Control Blanket

   a. Lawn Seed Areas: North American Green DS75 blanket, or approved equal.

   b. Native Areas: North American Green S150, or approved equal.

   c. Shoreline Areas: North American Green SC150, or approved equal.

   d. Refer to latest engineering and erosion control plans for any areas to receive permanent or long-term blanket installation.

   e. Secure blanket with 4" biostakes.

5. Sod

   Sod used shall be an approved blend of improved Kentucky Bluegrass (such as: Midnight, Allure, Viva, Washington and Liberty) with a mineral back that is adapted to the locality of work. It shall be either nursery grown or field grown and be well rooted. The consistency of adherent soil shall be such that it will not break, crumble, or tear during handling and placing of the sod. Landscape Architect reserves the right to reject unacceptable sod.

   a. Each piece of sod shall be well covered with turf grass, shall not be less than two (2) years old, shall be free from noxious weeds and other objectionable plants, and shall not contain substances injurious to growth.

   b. All sod used shall comply with state and federal laws with respect to inspection for plant diseases and insect infestation.

   c. Each sod shipment shall be accompanied by an invoice from the vendor giving quantity and certifying that the sod received meets all requirements contained in these specifications.

6. Seed Fertilizer

   a. Fertilizer for seeded areas shall be a granular non-burning product from a commercial source composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer, uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer types and ratios shall be as follows:

      i) Starter fertilizer with an approximate analysis of 13-25-12 at the rate of 4 lbs. per 1,000 S.F. or similar composition approved by the Landscape Architect.

      ii) Post emergent fertilizer with an approximate analysis of 25-0-5 at a rate of 4 lbs. per 1,000 S.F. or similar composition approved by the Landscape Architect.

7. Sod Fertilizer

   a. Fertilizer for sod areas shall be a granular non-burning professional product from a commercial source, uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer ratio shall be a ratio of 13-25-12 at the rate of 4 lbs. per 1,000 S.F.

8. Plant Fertilizer

   a. Fertilizer for plants shall be a granular non-burning standard commercial grade product, uniform in composition, free flowing and suitable for application with approved equipment and an analysis of 14-14-14 at the rate of 6 lbs. per 1,000 S.F.

9. Native Planting Mixtures

   Provide fresh, clean, new crop of the species and proportions as specified. Native seed and live plant material shall be obtained from a reputable supplier (approved by Landscape Architect) that has collected from sources west of the Mississippi River within the same EPA Level III Ecoreqion as the project site (Central Corn Belt Plains). Any material sourced from outside this ecoregion must be approved by the Landscape Architect prior to installation.

   For each species, the amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre. Seed tags and PLS testing information shall be provided to the Landscape Architect prior to seeding.

   It is the sole responsibility of the Native Landscape Contractor to provide approved seed that meets industry-standard PLS requirements.

10. Mulch

   a. Mulch for tree and shrub planting beds shall be dark shredded hardwood bark mulch, six month old, not larger than 4” in length and 1/2” in width, free of woodchips and sawdust. Submit sample to Landscape Architect for approval.

   b. Mulch for perennial flower, annual flower and groundcover planting beds shall be pinebark fines. Submit sample to Landscape Architect for approval.

11. Topsoil

   a. Topsoil shall be available adjacent to the community site for use on project or in backfill mixes as specified. Initial fine grading to be done by Excavation Contractor.

   b. Touch up movement and placement of this topsoil shall be at the sole expense of the Landscape Contractor.

   c. Topsoil stockpile placement will be coordinated with Excavator to ensure easy access to Contractor.

12. Planting Bed Soil Mixture (Perennial, Annual and Groundcover Beds)

   a. Provide planting soil mixture consisting of equal parts cooled mushroom compost and pinebark fines (Same as Midwest Trading CM30 mix) at 1 C.Y. per 100 S.F. incorporated into all perennial, annual and groundcover areas. Planting pits shall be excavated and filled with friable topsoil (stockpiled at site) to a depth of 8” prior to adding and incorporating planting bed soil mixture.

13. Accessories

   a. Water: Water provided by the Landscape Contractor shall be free of substances harmful to plant growth. All necessary hose piping, tank truck and other methods of transportation shall be supplied by the Landscape Contractor.

   b. Downspout Splash Areas:

      i) Downspout splash areas in lawns shall be 24” concrete splash blocks.

      ii) Downspout splash areas in mulch shall be washed gravel sub-base 0.5-0.75” diameter and 3-4” diameter granite cobblestone surface with geotextile filter fabric lining sides and bottom of trench.

   c. Sand: Sand shall be coarse “torpedo” sand.

   d. Pea gravel: Pea gravel shall be 1/8” to 1/4” washed gravel.

   e. Retaining Walls: Retaining walls must always be installed in strict compliance with manufacture's recommendations for sizing and reinforcement

      i) Retaining wall material shall be as specified on the drawings or as approved by the Landscape Architect

   f. Anti-Desiccant: Anti-Desiccant shall be an applicable emulsion which forms a transparent protective film over plant surface, permeable enough to permit transpiration. (Wilt-Pruf, manufactured by Nursery Specialty Products, Inc. or approved equal).

   g. Herbicide: Herbicide shall be a granular form of herbicide applied in shrub and ground cover beds in strict accordance with the manufacturer's directions and recommendations. Acceptable products are “Treflan”, “Ronstar” or approved equal.

H.Installation and Execution

1. Inspection

   a. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that such work is complete to the point where this installation may properly commence. Verify that planting may be completed in accordance with the original design and the referenced standards. Work will commence only when satisfactory conditions exist.

   b. Check that grading, including spreading of topsoil and all other sub-surface work in lawn areas have been completed and accepted by Lennar. Start of work in this section shall constitute acceptance of grade. Lawn irrigation system must be completed and in operation before seeding and sodding begins.

   c. Saturate and fill tree and shrub pits with water to test drainage before planting. Provide gravel drains and venting tubes at pits, which are more than half full of water after 24 hours.

   d. Landscape Contractor shall notify the Landscape Architect prior to plant installation. The Landscape Architect, at his discretion, may inspect all plant material and layout prior to planting.

2. Preparation

   Trees, Shrubs, Perennials, Annuals and Groundcovers

   a. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

   b. Locate plants as indicated or as approved in the field by the Landscape Architect after staking by the Landscape Contractor. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate locations have been selected by the Landscape Architect.

   c. Excavate circular plant pits with tapered sides as shown on the drawing details. In general, all plant pits shall have a rounded bottom with the depth of the pit equal to the depth of the ball to be planted. The diameter of the pit shall be a minimum of two (2) times the width of the ball.

   d. Excavate all clay and debris to 8” depth beneath all perennial, ornamental grass, annual flower, and groundcover beds. Backfill with 12” amended topsoil, thus resulting in all these areas being elevated or crowned by 4” wherever site drainage allows.

   Seeding and Sodding

   a. Seed and sod bed preparation shall not be started until all stones, boulders, debris, and similar material larger than 1 inch in diameter have been removed. The area to be seeded shall be worked to a minimum depth of 6 inches with a disk or other equipment, reducing all soil particles to a size not larger than 1 inch in the largest dimension. Bed prep shall occur on the contour, where possible. The prepared surface shall be relatively free from all weeds, stones, roots, sticks, rivulets, gullies, crusting and caking. Do not overwork or powder final seedbed.

   b. Upon completion of the above, any rocks or stones larger than one (1) inch in diameter shall be removed from the surface prior to seeding. If excessive amount of rocks are present in native soil Contractor should contact the Landscape Architect immediately.

   c. Landscape Contractor shall remove all debris and dispose of such material legally off-site.

   d. The areas to be seeded shall be assumed to be at final grades established by Excavator. The Landscape Contractor, however, shall be responsible for the proper drainage of the entire area. The Landscape Contractor shall fine grade all turf areas including any grading necessary to eliminate ponding of water, ruts or ridges. Limit preparation to areas which will be grassing within 48 hours.

   e. Immediately prior to the seed and sod bed preparation, specified fertilizer nutrients shall be uniformly spread at the following rate:

      i) 5 lbs. per 1000 S.F.

   f. Final surface of topsoil immediately before seeding shall be within plus or minus 1/2” of required elevation, with no pockets or low spots in which water can collect. Restore prepared areas to specific condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding or sodding. Finish grade surface with a drag or rake, Round out all breaks in grade, smooth down all lumps and ridges, fill in all holes and crevices.

   g. In the event of settlement, re-adjust the work to required finish grade.

3. Planting

   Plant nursery stock immediately upon delivery to the site and approval by the Landscape Architect. If immediate planting is not possible a holding area on-site must be established in a location approved by Lennar. All plant material in the holding area must have the rootball heeled in damp mulch and be protected from excessive sun and wind. The Landscape Contractor must operate and maintain the holding area in a neat and orderly appearance.

   All planting shall be performed during favorable weather conditions and only during normal and accepted planting seasons when satisfactory growing conditions exist. The planting operations shall not be performed during times of extreme drought, when ground is frozen or during times of other unfavorable climatic conditions unless otherwise approved by the Landscape Architect. The Contractor assumes full and complete responsibility for such plantings and operations.

   Trees and Shrubs

   a. Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb and faced to give best appearance or relationship to each other or adjacent structure. Set plant material 2” above the adjacent grade. The Contractor is responsible for planting to correct grades and alignment and all plants shall be set so that when settled will bear the same relationship to finished grade as they did before being transported.

   b. Remove all non-biodegradable strings and twine from top of ball. Remove non-biodegradable burlap from to 1/3 of ball after the tree is set in the planting hole. The wire basket should remain. Fold the top portion of the wire basket into the hole.

   c. Any topsoil excavated from plant pits shall be used in the backfill soil mixture. No filling will be permitted around trunks or stems. Backfill the pit with topsoil. Do not use frozen or muddy mixture for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

   d. After setting plants in pit to proper grade compact 6” of soil around base of ball. Fill the entire planting hole with water and allow to soak in. Gradually backfill remaining space around the ball or roots and compact the soil thoroughly using water to eliminate all voids and thoroughly soak the plant root ball.

   e. Within 24 hours of planting slowly re-water the plant thoroughly soaking the root ball again.

   f. Install enough topsoil to insure finished grades are met after settling.

   g. All excess soil, other than topsoil, excavated from pits, shall be removed from the holes and left on site in locations designated by Lennar.

   h. After planting apply specified commercial pre-emergent herbicide per manufacturer's directions to all shrub beds.

   Perennials, Ornamental Grasses, Annual Flowers and Groundcovers

   a. Where perennials, ornamental grasses, annual flowers and groundcovers are specified on the plans, prepare entire plant bed incorporating a 1 C.Y. layer of planting soil mixture per 100 S.F. Incorporate commercial 14-14-14 fertilizer into prepared soil mixture at a approximate rate of 6 lbs. per 1000 S. F.

   b. Space plants in accordance with dimensions indicated on the plans. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 18” of the trunks of trees and shrubs or at edge of plant bed whichever is closest. Plant to within 12” of edge of bed.

   c. After planting apply specified commercial pre-emergent herbicide per manufacturer's directions to all planting beds. Confirm herbicide compatibility with all plant material in beds and notify the Landscape Architect immediately if a conflict exists.

   Seeding

   a. Install seed under favorable weather conditions unless approved by the Landscape Architect. The conditions of the guarantee apply regardless of the date of installation. The generally accepted times for seeding are:

      Spring - April 1st to June 15th

      Fall - September 15th to just before first frost

   b. Seed indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.

   c. Seed with specified seed mix at rate specified on the drawings or at a rate of 5 lbs. per 1000 S.F.

   d. Broadcast Seeding: Using a broadcast seeder, sow seed evenly over entire area by sowing equal quantities in two directions at right angles to each other. Do not seed when wind speed exceeds five (5) miles per hour. Seeding by hand is not allowed.

   e. Following seeding the area shall be lightly raked to incorporate seed into top 1/8” to 1/4” of soil. Remove all stones and other debris greater than 1 inch in any dimension which are visible shall be removed and disposed of legally off-site. Areas shall then be smoothed by rolling with a hand roller.

   f. Mechanical Seeding: Using a “Brillion-type” seeder and cultipacker, sow seed evenly over entire area sowing equal quantities in two directions at right angles to each other. Using this method raking and rolling is not required.

   g. Following seeding, all seed areas will be covered with specified erosion control seed matting and stapled in place.

   h. Following seeding, raking and matting, the entire area shall be watered by use of lawn sprinklers or other means approved by the Landscape Architect. Landscape Contractor shall assure initial watering continues until the equivalent of two inches of water has been applied to entire seed surface, at a rate which will not dislodge the seed.

   i. Landscape Contractor shall assure watering is repeated thereafter as frequently as required to prevent drying of the surface and to ensure proper establishment.

   j. Landscape Contractor shall mow the lawn area as soon as top growth reaches a 3 inch height. Cut back to 2 inch height. Not more than 33% of grass leaf shall be removed at any single mowing. The contract shall include a minimum of 3 (three) mowings. Repeat mowing as required to maintain specific height until Landscape Architect issues preliminary acceptance of completed work.

   k. It shall be the Landscape Contractor's responsibility to determine and implement whatever procedures deemed necessary to establish the turf as part of the work. Reseed bare areas and provide erosion control as necessary until complete establishment achieved.

   l. Areas of seed installation will not be accepted unit it meets the growth coverage specifications detailed by Illinois Department of Transportation.

   Sodding

   a. Transport sod in either a closed van or in properly covered open trucks.

   b. Maintain sod in a moist condition from cutting until placement. Any sod that has dried out, or excessively heated will be rejected and shall be immediately removed and legally disposed of off-site by the Landscape Contractor. Replacement of rejected sod shall be at the expense of the Landscape Contractor.

   c. Sod shall be placed within 24 hours of cutting. Do not use sod cut for more than 24 hours without the approval of the Landscape Architect.

   d. Sod shall be placed when the ground is in a workable condition and temperatures are less than 90oF. Do not lay dormant sod or install sod on saturated or frozen soil or during an extended drought.

   e. The sod shall be placed on the prepared surface with the edges in close contact and alternate courses staggered. Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod strips. Do not overlay edges. Stagger strips to offset joints in adjacent courses. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.

   f. In ditches, the sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch. On slopes, install preliminary row of sod in a straight line, starting at the bottom of the slope, the sod shall be placed with the longer dimension parallel to the contours of the ground. Place subsequent rows parallel to and lightly against previously installed row. The exposed edges of sod shall be buried flush with the adjacent soil.

   g. All sod shall be rolled with a light drum roller to ensure contact with sub-grade, uniformity and foster root knitting.

   h. The sod shall be staked on all slopes of 3:1 or steeper to prevent slippage. Sod shall be staked with ±2 stakes per square yard of sod as necessary to stabilize with at least one stake for each piece of sod.

   i. Sodded areas shall be watered to ensure proper establishment. Sod shall be watered thoroughly with fine spray immediately after laying and not be allowed to dry out. Any sod that has shrunk shall be replaced. Landscape Contractor shall assure initial watering continues until the equivalent of two inches of water has been applied to entire sod surface, at a rate which will not dislodge the sod.

   j. Landscape Contractor shall assure watering is repeated thereafter as frequently as required to prevent drying of the surface and watering shall continue through preliminary acceptance to ensure proper establishment.

   k. Landscape Contractor shall mow the lawn area as soon as top growth reaches a 3 inch height. Cut back to 2 inch height. Not more than 40% of grass leaf shall be removed at any single mowing. The contract shall include a minimum of 3 (three) mowings. Repeat mowing as required to maintain specific height until Landscape Architect issues preliminary acceptance of completed work.

   Native Seeding and Planting

   a. The period for planting prairie seed shall be between April 1st and June 15th, or as soon thereafter as the soil is free of frost and in workable condition, and from September 15 to freeze up. If these dates are adjusted, it shall be the responsibility of the Landscape Contractor to ensure establishment of the seed.

   b. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.

   c. If present, compacted soils shall be disked or raked prior to seeding. Remedial measures for the access area may at the direction of the Wetland Consultant, involve ripping from 12-18 inches of the soil horizon prior to disking.

   d. Prior to seeding, planting areas shall have at least twelve inches of clean un-compacted topsoil. Clumps, clods, stones of 2” diameter, roots and other extraneous matter shall be removed and disposed of legally offsite.

   e. Granular mycorrhizal inoculants shall be installed with the seed mix at a rate of 40 lbs\acre. Inoculant can be banded under seed, worked into seed or added into spray tanks. NATIVE AREAS SHALL NOT RECEIVE FERTILIZER.

   f. Contractor shall be solely responsible for the proper handling and storage of the seed according to the best seed handling and storage practices, including fungicide treatments and stratification considerations. Owner shall make no compensation for damage to the seed because of improper storage, cleaning, threshing or screening operations.

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WOODLORE TOWNES

CRYSTAL LAKE, ILLINOIS

LANDSCAPE SPECIFICATIONS

2	6.21.2023
1 - FOR BID	6.07.2023
REVISIONS	

DATE	5.09.2023
PROJECT NO.	LN22129
DRAWN	CLE
CHECKED	GFB
SHEET NO.	

Know what's below. Call before you dig.

XREFS

PLOT CONFIG

I. GENERAL SPECIFICATIONS CONTINUED

g. Seeding operations, including installation of erosion control matting, must be accomplished within 24 hours of any area which is fine graded. Fine grade, plant and cover only areas small enough to be completed within the required time frame.

h. Except where site conditions preclude their use, seeding shall be performed using a Truax drill, Truax Trillion seeder, or comparable equipment designed specifically for the installation of native seed. For areas where site conditions preclude the use of specialized equipment, seed may be installed through hand broadcasting and followed by light raking. Hand broadcast seed shall be spread at twice the specified rate. Other methods of seed installation may be used with prior approval from the Landscape Architect.

i. Do not seed when wind velocity exceeds five (5) miles per hour. Equipment shall be operated in a manner to insure even distribution of seed and complete coverage of the entire area to be seeded.

j. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Areas where the seed has not been incorporated into the soil to the proper depths will not be accepted, and no compensation for materials or labor for the rejected work will be made by the owner.

k. Seed mixture shall be as specified on the drawings or the specified Prairie planting mixture. Sow not less than specified rate.

l. If a broadcast method of seeding is used, the following requirements shall be met. Within twelve hours, if conditions permit or as soon thereafter as is practical rake prairie seed lightly into top 1/4" of soil, roll at right angles to the run-off with an approved type roller to compact the seedbed and place the seed in contact with the soil.

m. If a drill-seed method is used, rolling of the seedbed will not be required.

n. After the seeding, raking and rolling operations are completed, water with a fine spray and install specified erosion control blanket per manufacturer's specifications over the entire prairie area.

o. The Landscape Contractor shall monitor all seeded areas to insure at least one inch of water per week from a combination of watering and natural rainfall and shall mow plantings to a height of 6-10 inches for the enhancement of native species until preliminary acceptance by the Landscape Architect.

p. It shall be the Landscape Contractor's responsibility to determine and implement whatever procedures deemed necessary to establish the turf as part of the work.

q. Wet mesic and emergent areas shall be planted and seed allowed to germinate (if possible), prior to the flooding with significant amounts of water. Any areas of significant permanent water located within the planting area will receive live plugs in lieu of seed.

r. After seeding operation is completed, install erosion control blanket per manufacturer's specifications.

s. Emergent plugs, if used, shall be planted in natural groupings within designed areas containing saturated soils or inundation. Plants within groupings shall be planted at 2 foot centers.

t. Emergent plugs shall not be planted less than the specified rate and shall be protected with goose enclosures surrounding all natural groupings of plugs.

4. Preparation of Reconditioned Naturalized Areas

The Contractor chosen for the enhancement and maintenance of native areas must be must be experienced in the restoration, installation, and management of said areas. They must have a minimum of five years' experience in the field and shall be able to identify non-native and native plants by genus and species. It is imperative that a qualified Native Landscape Contractor perform the initial installation and maintenance.

A basic work procedure is outlined below. The contractor is required to evaluate all existing conditions prior to bidding the work. Any proposed changes to the work plan shall be submitted to the Landscape Architect as required under Section 1.3 (A)(B)

a. Woody Vegetation Removal

i. All woody, non-planted species shall be removed from basin slopes and bottoms for existing ponds

ii. Contractor will cut all woody species to be removed with hand tools including, but not, limited to gas powered chainsaws, gas powered clearing saws, bow saws, and loppers.

iii. All stumps shall be cut flat with no sharp points and to within two inches of surrounding grade. Stumps shall be painted with Garlon 4, or equivalent, immediately after cutting.

iv. A supply of chemical absorbent shall be kept on-site. Spills shall be properly cleaned up and reported immediately to the owner.

v. The contractor shall maintain copies at the project site of all current pesticide applicator's licenses, herbicide labels, and MSDS's (Material Safety Data Sheets) for all chemicals utilized during completion of work.

vi. Cut brush piles shall be disposed of off site legally. No cut brush shall be burned within city limits.

vii. A prescribed burn can be conducted on existing basins as per the Maintenance Section 3.4. Following burn, over-seed lower slopes and bottoms of existing basins with Wet Meadow species as necessary (see section 2.4B)

viii. Spot treat invasive and undesirable herbaceous species on existing basin slopes with glycophosphate to remove undesirable species in planted areas. Undesirable species are included, but not limited to, species list in 1.5C Guarantees.

ix. Over-seed slopes of existing basins with low profile prairie grasses (see section 2.4C) as necessary. Seeding protocol should follow Section 3.2D 8-12 noted below.

x. If adequate top soil is not present, top soil can be added to slopes with approval of Landscape Architect.

Repair: Repair any damages caused by Contractor during completion of the work. Said damages may include but are not limited to tire ruts in the ground, damage to lawn areas, damage to trails, etc. In the event any vegetation to be preserved is damaged, notify the owner within 24 hours. The Contractor will be liable for remedying damages to plant materials to the satisfaction of the owner.

5. Reconditioning Existing Turf

a. Recondition existing turf damaged by Contractor's operations, including storage of materials or equipment and movement of construction vehicles.

b. Provide fertilizer, seed and soil amendments as specified for new lawns and as required to provide a satisfactory reconditioned lawn. Provide topsoil as required to fill low areas and meet new finished grades.

c. Prior to over-seeding cultivate or rototill bare and compacted areas thoroughly to a depth of four (4) inches. Remove all rocks, stones, turf clumps and other debris larger than one (1) inch in diameter and rake smooth.

d. Remove diseased or unsatisfactory lawn areas. Do not bury into soil. Remove topsoil containing foreign materials resulting from contractor's operations, including oil drippings, stone, gravel and other construction materials.

e. Where substantial, but thin lawn remains, rake, aerate if compacted, and cultivate soil, fertilize and seed.

f. Water newly seeded areas. Maintain adequate soil moisture as specified for new lawns, until new grass is established.

6. Mulching

Trees and Shrubs

a. Apply the specified mulch to a depth of two (2) inches, evenly spread over the entire area of each tree basin and shrub bed. Maintain exposed root flare at all times. Thoroughly water mulched bed areas. After watering, rake mulch to provide a uniform finished surface.

Perennials, Ornamental Grasses, Annual Flowers and Groundcovers

a. Apply the specified mulch to a depth of one (1) inch, evenly spread over the entire area of each planting bed using care to keep foliage exposed. Thoroughly water mulched bed areas.

7. Pruning

a. Prune branches of deciduous stock, after planting, to preserve the natural character appropriate to the particular plant requirements. Remove or cut back dead and badly bruised branches, broken and tangled branches, damaged and unsymmetrical growth of the new wood, suckers, water sprout growth and unnatural growth habits. No plants will be sheared for any reason.

b. Prune with clean, sharp tools.

c. Prune trees and evergreens at the direction of the Landscape Architect and in accordance with standard horticulture practice to preserve the natural character of the plant.

d. In general, tree pruning requires removing 1/4 to 1/3 of the leaf bearing buds. Prune multiple leader plants to preserve the leader which best promote the symmetry of the plant. Do not apply paint to pruning marks.

8. Care of Existing Trees

a. Selectively prune existing trees in construction limits as required, at the direction of the Landscape Architect. Remove shoots, dead, rubbing and damaged branching.

b. Clean up miscellaneous organic debris within construction limits and dispose of legally off-site.

9. Clean-up

a. The Landscape Contractor shall store materials and equipment, during landscape work, where directed by the landscape architect.

b. The Landscape Contractor shall thoroughly clean the project area daily during the progress of work and upon completion of the work.

c. Landscape Contractor shall keep pavement clean and all work areas and adjoining areas in an orderly condition. The Landscape Contractor shall remove and clean any excess dirt or mud left on the streets adjacent to the site as a result of this work daily. The Landscape Contractor shall be liable for any future charges incurred to clean streets affected by his work.

d. No storing of rubbish or debris will be allowed on the site.

e. No debris shall be buried at the site.

f. No landscaping debris is allowed on the site dumpsters.

g. The Landscape Contractor shall protect the property of the owner and the work of other contractors.

h. The Landscape Contractor shall be directly responsible for all damage caused by the Landscape Contractor's activities and shall remove and properly dispose of all resultant dirt, rubbish, debris and other waste materials resulting from the work daily.

10. Inspections

In addition to normal progress inspections, the Landscape Contractor shall schedule and conduct the following inspections, giving the Landscape Architect at least 48 hours prior notice of readiness for inspection.

a. Inspection of plants and containers prior to planting.

b. Inspection of plant locations to verify compliance with the current revisions of the Landscape Plans and As-Built Drawings.

c. Preliminary acceptance inspection after completion of planting. Schedule this inspection sufficiently in advance and in cooperation with the Landscape Architect so that the inspection may be conducted in a timely manner.

d. Final acceptance inspection at the end of the maintenance period provided that all previous deficiencies have been corrected.

e. All other inspections necessary for replacement warranty work and completion of the project.

I. Maintenance and Monitoring

1. Traditional Landscaping: Landscape Contractor shall maintain all planting, starting with the planting operations and continuing until all planting for that portion of the project is complete and through preliminary acceptance in writing from the Landscape Architect.

a. Maintenance of plants and planting beds shall include resetting plants to proper grades or upright position, restoring planting saucers, tightening and repair of guy wires and stakes, weeding, cultivating, pruning, application of appropriate insecticides and fungicides necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive.

b. Maintenance of lawn areas shall be as specified, including spot weeding, mowing, application of weed and insect controls and reseeding necessary to promote proper establishment the lawn areas.

c. Contractor shall water all sod and plantings for the first two weeks following installation.

2. Native Planting Areas: The Owner shall notify the City upon completion of plantings. The Owner's Environmental Specialist shall inspect the plantings and provide the City with a copy of the planting locations, species, and quantities for verification by applicable regulatory authority.

a. Native planting areas shall be maintained as specified below, continue for the three full (3) years after preliminary installation acceptance, and meet annual establishment performance criteria:

i. First Season - With the exception of the emergent area, native seeding areas should be mowed to a height of 6" to control annual nonnative and invasive species early in the growing season. Mowing, including weed whipping, should be conducted during prior to weed seed production. Mowing height and timing may need to be adjusted per target species. Small quantities of undesirable plant species, shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds. Herbicide should be applied as necessary by a trained and licensed operator that is competent in the identification of native and nonnative herbaceous plants. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

ii. Second Season - Control of undesirable plant species during the second growing season shall consist primarily of precise herbicide application. Mowing and weed whipping shall be conducted as needed during the early growing season and as needed to a height of 6 to 8 inches to prevent annual weeds from producing seed. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

iii. Third Year - Seasonal mowing and herbicide will continue as above but should be reduced over time. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary. At the completion of the third growing season (dependent on fuel availability; dominance of graminoid species; and favorable weather conditions), fire may be introduced to the planted areas as a management tool.

b. General performance criteria is outlined below. Contractor is responsible to ensure native areas meet Federal, County and local requirements as necessary.

i. 1st Full Growing Season: 90% of cover crop shall be established. There shall be no bare areas greater than two (2) square feet in seeded areas. At least 25% of vegetation coverage shall be native, non-invasive species. At least 50% of the emergent species, if planted as plugs shall be alive and apparent.

ii. 2nd Full Growing Season: All areas with the exception of emergent zones shall exhibit full vegetative cover. At least 50% of the vegetation coverage shall be native, non-invasive species.

iii. 3rd Full Growing Season: At least 75% of vegetation coverage shall be native, non-invasive species. Non-native species shall constitute no more than 25% relative aerial coverage of the planted area. Invasive species for this project shall include the following: Ambrosia artemisiifolia & trifida (Common & Giant Ragweed), Cirsium arvense (Canada Thistle), Dipsacus laciniatus (Cut-leaved Teasel), Dipsacus sylvestris (Common Teasel), Lythrum salicaria (Purple Loosestrife), Melilotus sp. (Sweet Clover), Phalaris arundinacea (Reed Canary Grass), Phragmites australis (Giant Reed), Fallopia japonica (Japanese Knotweed), Rhamnus cathartica & frangula (Common & Glossy Buckthorn), Typha sp. (Broadleaf, Narrowleaf, and Hybrid Cattail) Lonicera sp. (Honeysuckle).

c. Long Term Wetland and Prairie Management/Maintenance

A Long -Term Operation and Maintenance Plan is included in the Home Owner's Association covenants with guidelines and schedules for burning, mowing, application of herbicide, debris/litter removal and inspection schedule for storm structures and sediment removal.

i. State and local permits shall be required prior to controlled burning. Burning shall be conducted by trained professionals experienced in managing smoke in urban environments. Prior to a controlled burn, surrounding property owners as well as local fire and police departments shall be notified. A burn plan detailing preferred wind direction and speed, location of fire breaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.

ii. The initial burn shall be dependent on fuel availability which is directly related to the quantity and quality of grasses contained within the plant matrix. Timing of the burn shall be determined based on results of the annual monitoring indicating species composition of the management area and other analysis of management goals. Generally, burns shall be scheduled from spring to fall on a rotational basis. Burn frequency shall also be dependent on the species composition within the management area. Generally, a new prairie restoration area shall be burned annually for two years after the second or third growing season after planting and then every 2-3 years thereafter, burning 50-75% of the area.

iii. Owner to provide all supplemental watering and proper care and maintenance of all plant materials, seed and sod areas (except for native planting areas) after preliminary acceptance of the Landscape Contractor's work.

J. Preliminary Acceptance

1. When the preliminary landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a preliminary inspection of initial installation to determine acceptability.

2. The inspection for preliminary acceptance of the initial installation will be for general conformance to establishment of turf areas, specified size, character and quality of plant materials, workmanship and maintenance and shall not relieve the Landscape Contractor of responsibility for full conformance of the contract documents, including correct species.

3. It shall be the responsibility of the Landscape Contractor to verify all work is completed for the initial installation and maintained as per plan prior to notifying the Landscape Architect for preliminary inspection.

4. For preliminary acceptance of the initial installation all plant material shall be in a healthy growing condition. Any plants, lawn areas, workmanship, etc. not meeting the standards will be rejected and the Landscape Contractor will be instructed to make the necessary corrections immediately before preliminary acceptance of the initial installation will be granted.

5. Seeded areas will be inspected for acceptance after the first mowing by the Landscape Contractor and will be satisfactory provided requirements, including maintenance, have been complied with and a uniform healthy close stand of the specified grass is established, free of weeds, bare spots exceeding 5 by 5 inches, undesirable grass species, disease, insects and surface irregularities.

6. Sodded areas will be inspected for acceptance after the first mowing by the Landscape Contractor and will be satisfactory provided requirements, including maintenance, have been complied with and when all areas show a uniform stand of the specified grass in a healthy, well-rooted, even-colored, viable lawn condition, free of weeds, undesirable grass species, open joints, bare areas, disease, insects and irregular surfaces.

7. The Landscape Contractor shall assume liability for the correction of his work and liability for any other charges incurred due to the correction of his work. The cost of follow-up inspections of the initial installation required to receive acceptance will be charged to the Landscape Contractor.

8. Upon the receipt of written acceptance of the preliminary inspection of the initial installation the Owner will be responsible for maintenance.

9. The warranty period will begin upon receipt of written acceptance of the preliminary inspection for initial installation from the Landscape Architect.

10. After preliminary acceptance of the initial installation and receipt of notification in writing from the Landscape Architect, the Landscape Architect will recommend the release of payment, less retainers deemed necessary by the Owner, for the completed work.

11. The release of all fees will be at the discretion of Lennar upon receipt of written invoice from the Landscape Contractor.

K. Warranty Agreement

1. The Landscape Contractor shall provide a replacement warranty for all plant material and shall guarantee all work free of any defect in quality or workmanship for a minimum period of one (1) year or until final inspection and written acceptance by the Landscape Architect.

a. Warranties of native plantings are excluded from this section and shall conform to the specified establishment performance criteria.

2. The warranty period will be from the date of the Landscape Architect's written preliminary acceptance of the initial installation and will continue through the end of the following years growing season upon the final inspection and written acceptance of the work.

3. The warranty shall provide against defects including death, unsatisfactory growth, and provides the material to be in good, healthy and flourishing condition, except for defects resulting from neglect by the owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Contractor's control. For verification of such defects, neglect, abuse or damage by others the Landscape Contractor must notify the Landscape Architect in writing immediately upon identifying said occurrences.

4. Annual increases in the size of required replacements shall serve to maintain the continuity of the landscape design. At the time of the scheduled replacements, the required landscape replacement material shall be increased in size from the original plan to match the new growth size of the surrounding plants.

5. The Landscape Contractor shall make as many periodic inspections as necessary, at no extra cost to the Owner during the warranty period to determine what changes, if any, should be made to the Owner's maintenance program. The Landscape Contractor shall submit, in writing to the Landscape Architect, any recommended changes.

6. During the warranty period, should the appearance of any plant die, indicate weakness and/or probability of dying, the Landscape Contractor shall immediately begin replacement of said plants with new and healthy plants of the same type and size as soon as weather conditions permit and within a specified planting period after notification of such occurrences from the Landscape Architect without additional cost to the Owner.

7. The Landscape Contractor shall make all necessary repairs of damage due to plant replacements. Such repairs shall be done at no extra cost to the Owner.

8. Replacements shall be in accordance with and subject to all requirements of landscape installation, mulching, maintenance, warranty and acceptance procedures.

9. The Contractor is responsible for the watering and maintenance necessary to ensure establishment of the replacement plants until the Landscape Architect inspects the replacement plants and issues preliminary acceptance in writing.

10. The Landscape Contractor, prior to notifying Landscape Architect for preliminary acceptance, shall maintain the replacement plants for a period of 45 days at no additional cost to the owner.

11. The Landscape Contractor shall notify the Landscape Architect in writing, upon completion of replacements and extended maintenance period, for preliminary acceptance and written notification of new warranty period.

12. The Landscape Contractor, upon written preliminary acceptance of the replacements, shall warranty all replacements until the end of the following growing season and written final acceptance. The Landscape Contractor shall notify the Landscape Architect in writing at the end of the warranty period of replacement plants for final inspection and acceptance.

13. The Landscape Contractor shall remove tree wrapping, tree guy wires, stakes and tags from all established plants prior to contacting the Landscape Architect for final acceptance inspection. Tags, tree wrap, guy wires and stakes shall remain on all replacements until completion of additional warranty period.

14. All subsequent inspections required due to unacceptability of the replacements will be at the cost of the Contractor.

L. Final Acceptance

1. Inspection of all work will be made by the Landscape Architect at the end of the warranty periods upon written request of the Landscape Contractor.

2. The Landscape Architect shall prepare and submit, to Lennar and the Landscape Contractor, a list of warranty replacement items to be completed before final acceptance shall be deemed to have occurred. The failure to include any items on such list does not alter the responsibility of the Landscape Contractor to complete all work in accordance with the contract.

3. The Landscape Contractor shall complete all warranty replacement work as deemed necessary by the Landscape Architect, shall verify completion of all work required to satisfy the contract and shall notify the Landscape Architect upon completion of all work for review and final acceptance.

4. The Landscape Architect will perform a final inspection of the completed work with the Landscape Contractor and a representative from Lennar. At that time if all work is satisfactory, a written statement will be issued by the Landscape Architect that will constitute final acceptance of completed work to date.

5. After the final inspection and acceptance of the work, the Landscape Architect will notify Lennar in writing and will recommend release of fees in retention for the completed work, except for retention fees deemed necessary by Lennar and the Landscape Architect for work still under additional warranty.

6. The Landscape Architect will make a follow-up inspection of all additional warranty replacements at the written request of the Landscape Contractor and issue a written report accepting satisfactory completion of the warranty obligations and request release of the remaining retention fees.

7. The release of all retention fees will be at the discretion of Lennar after receipt of written notification from the Landscape Architect and upon receipt of written invoice from the Landscape Contractor.

8. The written final acceptance of all work following any necessary replacements shall terminate the Landscape Contractor's plant warranty period.

II. DAMAGES: STREET AND SITE

1. The Landscape Contractor shall be responsible for any damages to streets, curbs or site improvements as a result of his work or his employees. The Landscape Contractor shall be responsible for any future charges resulting from the repair/replacement of damage.

2. Curb damage will be billed to the contractor at fault at a rate of $25.00/lineal foot with a ten foot minimum

3. Subcontractor shall not park on any asphalt or concrete driveways at any time. Violators will be fined $500 per occurrence.

IV. TRADITIONAL LANDSCAPE MAINTENANCE

A. Turf Maintenance

1. Mowing

a. All litter (i.e. paper, cans and bottles) will be removed from turf and plant bed areas prior to mowing.

b. All lawn areas will be mowed weekly to a height of 3" from April through November, or as needed. No more than 1/3 of the grass blade is to be removed per cutting. Mowing height may be seasonally adjusted depending upon weather conditions in order to reduce stress and promote healthy turf.

c. Mowing patterns shall be altered on a weekly basis wherever possible. Mowing patterns shall create straight lines for a more manicured appearance.

d. Clippings shall be bagged and removed when clipping buildup is such that the excess clipping lay in an unsightly matted condition on the lawn.

e. The turf shall be cut in such a manner as to avoid blowing clippings toward structures, patios, air conditioners, and planting beds.

f. If the turf could potentially be damaged by equipment due to weather, mowing should not be performed.

g. Turf bordering vertical surfaces such as foundations, fences, and utility boxes shall be trimmed to match the mowing height.

h. Clippings shall be removed from all pavement areas.

2. Edging

a. Turf areas adjacent to walks, driveways and curbing will be mechanically edged monthly in a uniform manner.

b. Shrub beds and tree rings shall be neatly and uniformly edged twice per year; once during the spring cleanup, and again in August or September weather permitting.

3. Fertilizer & Weed Control

a. Pesticides must be applied by a licensed individual.

b. Notice shall be given to the homeowners association or owner's representative 1 week prior to any pesticide application.

c. The lawn shall be fertilized three (3) times with a high quality granular or liquid formula. The applications should be made approximately in April, May and September. Timing, frequency and rate of application shall be adjusted to meet the development's current needs and conditions

d. A pre-emergent weed control application for annual grass prevention shall be incorporated into the first turf fertilization in spring.

e. The entire turf area will be treated one (1) time with a post emergent broad leaf weed control at the appropriate time of year. Spot treatment should be done as necessary.

f. Flags shall be posted throughout the community following each fertilizer application. Remove flags once the application is dry or as directed by the product's label.

B. Planting Bed Maintenance

1. Pruning

a. Trees, shrubs and evergreens should be pruned, trimmed or sheared at the appropriate time for each species to maintain the plant's proper form. Methods and timing shall conform to standard horticultural practices. The initial spring pruning will include:

1. Removal of dead or injured limbs.

2. Removal of branches that are touching structures.

3. Shaping and internal thinning of the plant to allow for its natural form and habit.

b. Shrubs will be pruned two (2) additional times at the appropriate time so as not to interfere with flowering.

c. Trees over 6" in diameter will not be pruned other than removal of low branches hazardous to pedestrian traffic and sucker growth which may occur.

d. Groundcovers should be pruned twice during the season to maintain a neat appearance.

e. Ornamental grasses should be trimmed during the spring cleanup.

f. All pruning debris shall be removed from the site by the contractor immediately after the work is complete.

2. Fertilizer & Weed Control

a. Pesticides must be applied by a licensed individual.

b. Notice shall be given to the homeowner's association 1 week prior to any pesticide application.

c. Pre-emergent weed control shall be applied at the beginning of the growing season.

d. Post emergent applications or hand pulling shall be used on any weeds that appear throughout the season.

e. Trees, shrubs and groundcover shall be fertilized one (1) time during the season. The application rate will be determined by the specific needs of the plant material.

C. Spring & Fall Cleanup

1. Spring Cleanup

a. Lawn areas and planting beds will be raked as necessary to remove leaves, dead branches, litter and debris.

b. All mulch beds shall be cultivated to break up any existing compaction in the mulch.

c. Fresh mulch should be applied to any bare spots in the planting beds.

d. Monitor plant health and notify homeowner's association or owner's representative of any dead plants.

e. Debris generated during the cleanup shall be disposed of legally off site.

2. Fall Cleanup

a. All lawn areas will have leaves removed either by raking or through the mowing process so as to prevent leaf buildup on the turf on a weekly basis.

b. All planting beds will have leaves and debris removed at the end of the season.

c. Perennials without winter interest shall be cut back.

d. Monitor plant health and notify homeowner's association or owner's representative of any dead plants.

e. Debris generated during the cleanup shall be disposed of legally off site.

IV. PERSONAL CONDUCT / SAFETY

1. Consumption of alcoholic beverages or drugs on the job site is strictly prohibited.

2. Any offensive of obnoxious behavior (loud radio, profanity, etc.) is strictly prohibited.

3. Reckless operation of vehicles or equipment by Subcontractor's employees while in the subdivision will not be tolerated.

4. Hard hats to be worn by all employees at all times.

5. Failure to comply with Lennar's Safety Policy, OSHA or any other presiding safety institution could result in fines starting at $100.00 per occurrence.

6. Subcontractor to provide a competent person trained in OSHA requirements on site at all times.

Landscape Contractor Name _____

Landscape Contractor Company _____

Landscape Contractor Signature _____ Date _____

GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
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PHONE: 630-668-7197
www.grwainc.com

CLIENT
LENNAR
1700 EAST GOLF ROAD
SUITE 1100
SCHAUMBURG, ILLINOIS 60173

CIVIL ENGINEER
MACKIE CONSULTANTS
9575 W. HIGGINS ROAD
SUITE 500
ROSEMONT, ILLINOIS 60018

WOODLORE TOWNES

CRYSTAL LAKE, ILLINOIS

LANDSCAPE SPECIFICATIONS

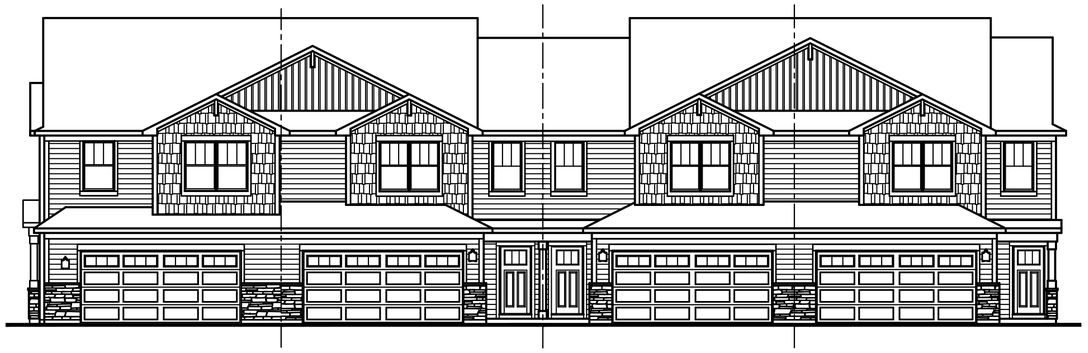
2	6.21.2023
1 - FOR BID	6.07.2023
REVISIONS	

DATE	5.09.2023
PROJECT NO.	LN22129
DRAWN	CLE
CHECKED	GFB
SHEET NO.	

10 OF 10

Know what's below. Call before you dig.

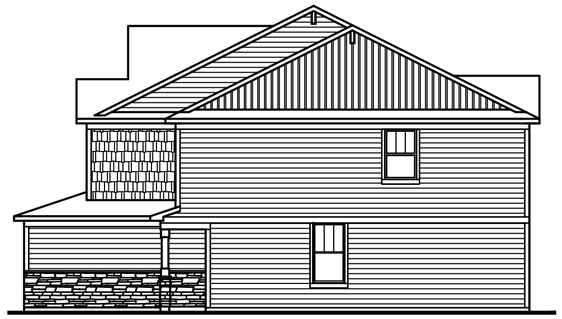
KR/EFS
PLOT CONFIG



DARCY CHARLOTTE MARIANNE CHARLOTTE

01 FRONT ELEV.

SCALE: 3/32" = 1'-0"



CHARLOTTE

02 SIDE ELEV.

SCALE: 3/32" = 1'-0"



CHARLOTTE MARIANNE CHARLOTTE DARCY

03 REAR ELEV.

SCALE: 3/32" = 1'-0"



DARCY

04 SIDE ELEV.

SCALE: 3/32" = 1'-0"

REV.NO.	DATE	REMARKS
		ISSUE FOR PRICING
		ISSUE FOR CONSTRUCTION
1		
2		
3		
4		

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LENNAR®

SET NO.

MODEL 4-UNIT BLDG.(REVISED)

DRAWING TITLE ELEVATIONS

OPTION DESCRIPTION

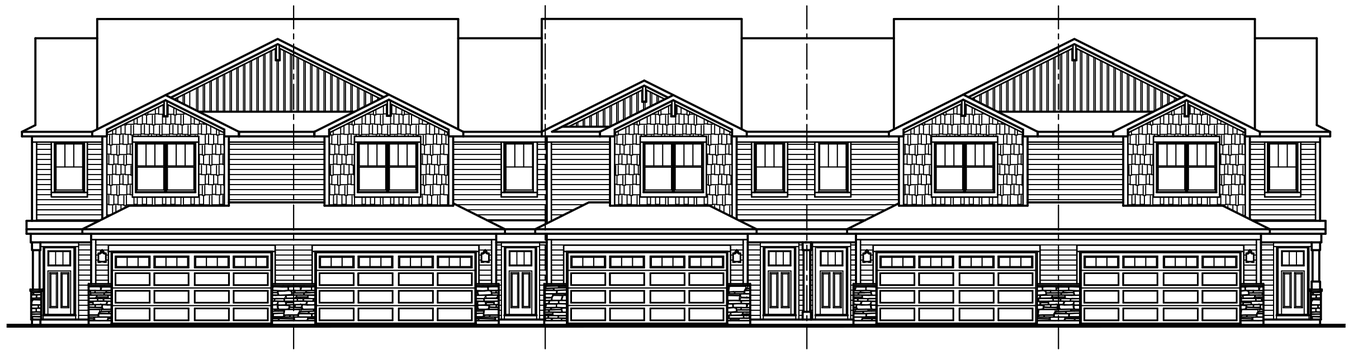
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OPTION NO.

FILE NAME

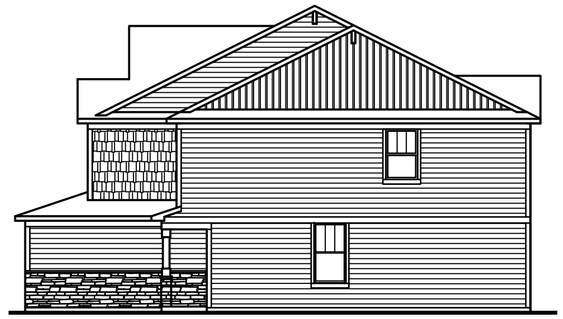
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SHEET NO. C3



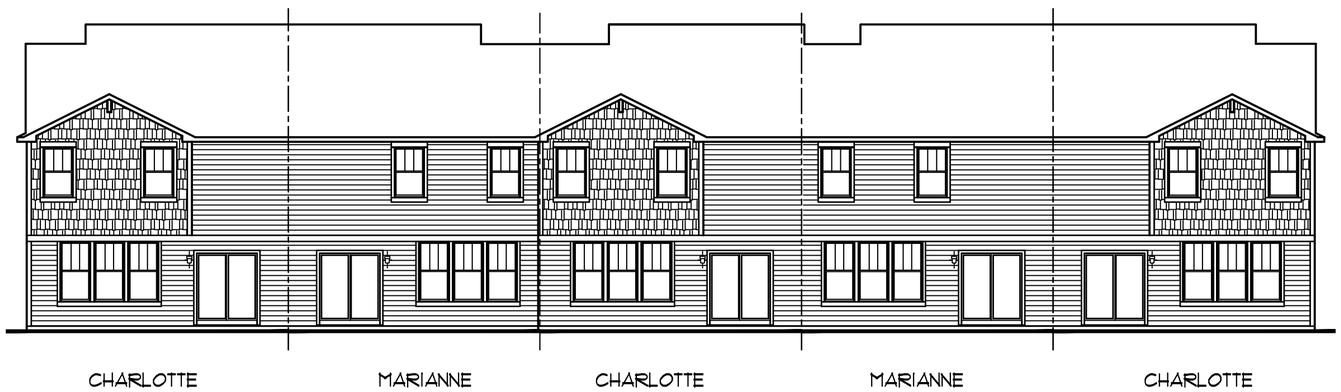
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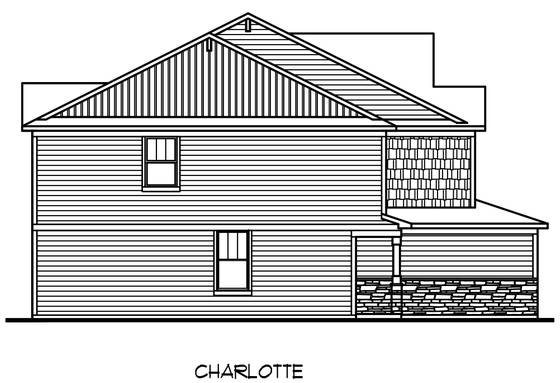
02 SIDE ELEV.

SCALE: 3/32" = 1'-0"



03 REAR ELEV.

SCALE: 3/32" = 1'-0"



04 SIDE ELEV.

SCALE: 3/32" = 1'-0"

REV.NO.	DATE	REMARKS
		ISSUE FOR PRICING
		ISSUE FOR CONSTRUCTION
1		
2		
3		
4		

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LENNAR®

SET NO.

MODEL 5-UNIT BLDG.(REVISED)

DRAWING TITLE ELEVATIONS

DRAWN BY DJN

OPTION NO.

OPTION DESCRIPTION

FILE NAME

XREF

SHEET NO. C3



Front Elevation



End Elevation



Rear Elevation



End Elevation

LENNAR®

Townes of Woodlore




WOODLORE TOWNES















FINAL ENGINEERING PLANS
WOODLORE TOWNES COMMUNITY
CRYSTAL LAKE, ILLINOIS

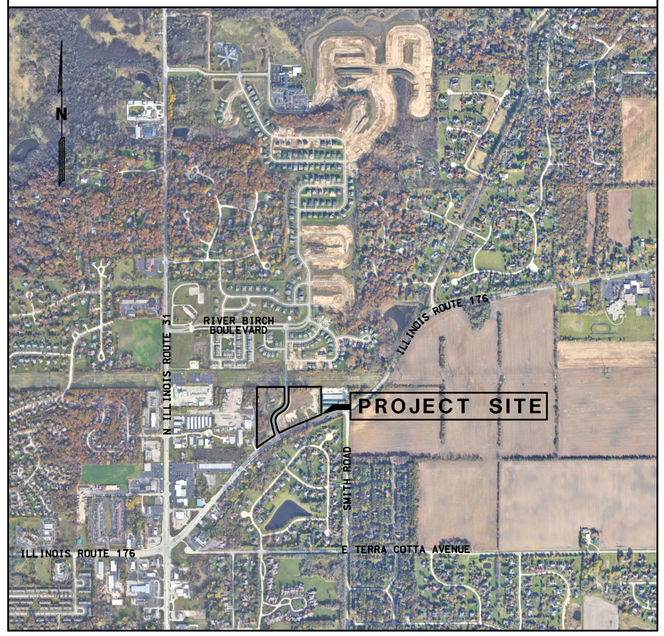
LEGEND

	EXISTING	PROPOSED
SANITARY SEWER	8" PVC	8" PVC
FORCE MAIN	FM	FM
STORM SEWER	12" RCP	12" RCP
UNDERDRAIN	UD	UD
MANHOLE		
CATCH BASIN		
INLET		
CLEANOUT		
WATER MAIN	WM	8" WM
VALVE VAULT		
VALVE BOX		
FIRE HYDRANT		
FLARED END SECTION		
COMBINED SEWER		
STREET LIGHT/PARKING LOT LIGHT		
POWER POLE		
STREET SIGN		
FENCE		
GAS MAIN	G	G
OVERHEAD LINE	OH	OH
TELEPHONE LINE	T	T
ELECTRIC LINE	E	E
CABLE TV LINE	CATV	CATV
HIGH WATER LEVEL		HWL XXX
NORMAL WATER LEVEL	NWL XXX	NWL XXX
CONTOUR LINE	XXX.XX	XXX.XX
TOP OF CURB ELEVATION	TC XXX.XX	TC XXX.XX
TOP OF DEPRESSED CURB	TDC XXX.XX	TDC XXX.XX
PAVEMENT ELEVATION	P XXX.XX	P XXX.XX
SPOT ELEVATION	XXX.XX	XXX.XX
FINISHED FLOOR ELEVATION	FF = XXX.XX	FF = XXX.XX
TOP OF FOUNDATION	TF = XXX.XX	TF = XXX.XX
GRADE AT FOUNDATION	GF = XXX.XX	GF = XXX.XX
HIGH OR LOW POINT		Ⓛ = Ⓗ
OVERLAND FLOOD ROUTE		
PAVEMENT FLOW DIRECTION		2.0%
SWALE FLOW DIRECTION		
DEPRESSED CURB AND GUTTER		
REVERSE CURB AND GUTTER		

INDEX OF SHEETS

1	COVER SHEET
2	OVERALL SITE PLAN
3	EXISTING CONDITIONS AND DEMOLITION PLAN
4	GRADING PLAN
5	GRADING DETAILS
5A	ADA GRADING DETAILS
6	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
7	SWPPP SPECIFICATIONS
8	SWPPP DETAILS
9	OVERALL UTILITY PLAN
10	CARPATHIAN DRIVE PLAN AND PROFILE
11	WHITE OAK CIRCLE PLAN AND PROFILE
12-17	CONSTRUCTION DETAILS
18	PROJECT SPECIFICATIONS

LOCATION MAP



THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION, DIRECTION AND MEANS & METHODS OF CONSTRUCTION

ABBREVIATIONS

AC	ACRE	HWL	HIGH WATER ELEVATION	SAN	SANITARY SEWER
BC	BACK OF CURB	INL	INLET	SMH	SANITARY MANHOLE
BTM	BOTTOM	INV	INVERT	STA	STATION
CB	CATCH BASIN	LF	LINEAL FEET/FOOT	STM	STORM SEWER
CFS	CUBIC FEET PER SECOND	LP	LIGHT POLE	SY	SQUARE YARD
CY	CUBIC YARD	LT	LEFT	SWPP	STORMWATER POLLUTION PREVENTION PLAN
DIA	DIAMETER	L/W	LOWEST GRADE ADJACENT TO RETAINING WALL	TDC	TOP OF DEPRESSED CURB
DIWM	DUCTILE IRON WATER MAIN			TC	TOP OF CURB
EL	ELEVATION	MAX	MAXIMUM	TF	TOP OF FOUNDATION
EP	EDGE OF PAVEMENT	MH	STORM MANHOLE	T/W	TOP OF RETAINING WALL
FF	FINISHED FLOOR	MIN	MINIMUM	TYP	TYPICAL
FES	FLARED END SECTION	NWL	NORMAL WATER ELEVATION	VB	VALVE BOX
FT	FOOT/FEET	OCS	OUTLET CONTROL STRUCTURE	VC	VERTICAL CURVE
G	GUTTER ELEVATION	P	PAVEMENT ELEVATION	VV	VALVE VAULT
GF	GRADE AT FOUNDATION	PVC	POLYVINYL CHLORIDE PIPE	W	WALK ELEVATION
GR	GRADE RING ELEVATION	R	RADIUS	WM	WATER MAIN
HDPE	HIGH DENSITY POLYETHYLENE PIPE	RCP	REINFORCED CONCRETE PIPE	VPI	VERTICAL POINT OF INTERSECTION
HYD	FIRE HYDRANT	RIM	RIM ELEVATION		
HMA	HOT MIX ASPHALT	RT	RIGHT		
		ROW	RIGHT OF WAY		

BENCHMARKS

SOURCE BENCHMARK:
NGS MONUMENT NH0131: STATION IS 40.4 FEET EAST OF AND ABOUT 1.6 FEET LOWER THAN THE CENTER OF HIGHWAY 31, 515.1 FEET NORTH OF THE EXTENDED CENTERLINE OF EDGEWOOD ROAD, 1.3 FEET SOUTHWEST OF A METAL WITNESS POST, AND 1.0 FEET WEST OF A FIBERGLASS WITNESS POST. ELEVATION = 852.14 (NAVD 88)

NGS MONUMENT NH0132:
STATION IS LOCATED 48 FEET SOUTH OF THE 4TH POWER LINE POLE NORTH OF THE JUNCTION OF EDGEWOOD ROAD AND HIGHWAY 31, DIRECTLY IN THE LINE OF POLES, 76.5 FEET SOUTH-SOUTHWEST OF A 14-INCH MAPLE TREE, 1.5 FEET EAST OF A RIGHT-OF-WAY FENCE LINE, 1.5 FEET NORTH OF A STEEL WITNESS POST, ABOUT LEVEL WITH THE HIGHWAY, AND SET IN TOP OF A CONCRETE POST PROJECTING 1 INCH. ELEVATION = 852.47 (NAVD 88)

CALL JULIE TOLL FREE 1-800-892-0123
JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS
Call 48 hours before you dig (Excluding Sat, Sun, & Holidays)
1-800-892-0123

NOTES:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:

- STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION;
- STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION;
- STANDARD SPECIFICATIONS AND DETAILS PER CITY OF CRYSTAL LAKE UNIFIED DEVELOPMENT ORDINANCE

IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

DRAINAGE CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SAID IMPROVEMENTS OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREA, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE IMPROVEMENTS.

LICENSED ENGINEER

LICENSED PROFESSIONAL ENGINEER — MADELINE T. LARNICK — 062-069517 — STATE OF ILLINOIS

ENGINEER'S SEAL

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:
LENNAR
1700 E. Golf Road, Suite 1100
Schaumburg, IL 60173
Phone: 224-293-3100
Fax: 224-293-3101

DATE	DESCRIPTION OF REVISION	BY
08/04/2023	REVISED PER CITY COMMENTS	MS
6/06/2023	REVISED CARPATHIAN R&R	PAK
5/19/2023	REVISED D-FACTOR	MTL

DESIGNED	PAK/MS
DRAWN	JD
APPROVED	MTL
DATE	5/9/2023
SCALE	N.T.S.

COVER SHEET
WOODLORE TOWNES COMMUNITY
CRYSTAL LAKE, ILLINOIS

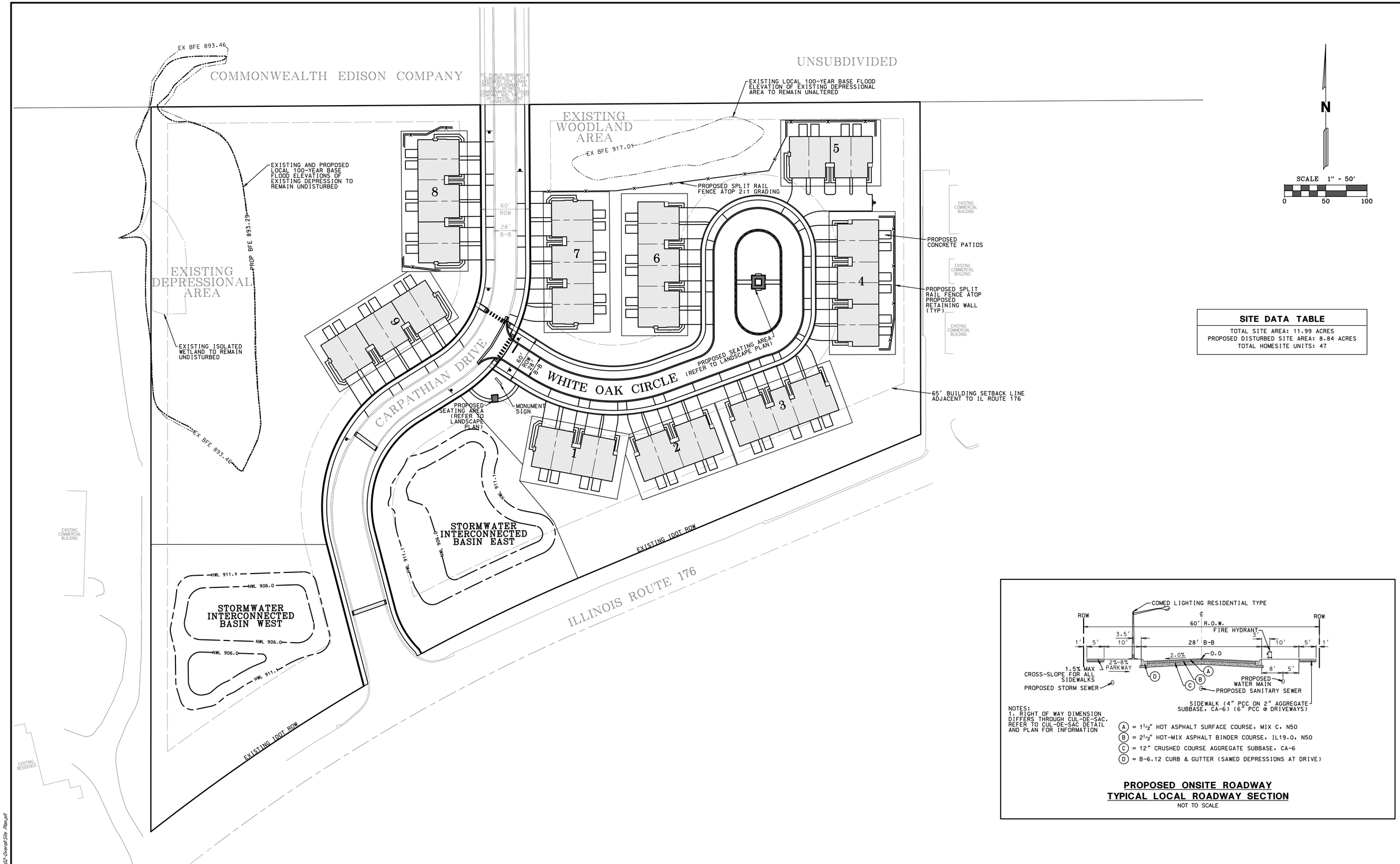
SHEET 1 OF 18

PROJECT NUMBER: 4445

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SITE DATA TABLE

TOTAL SITE AREA: 11.99 ACRES
PROPOSED DISTURBED SITE AREA: 8.84 ACRES
TOTAL HOMESITE UNITS: 47

NOTES:
1. RIGHT OF WAY DIMENSION DIFFERS THROUGH CUL-DE-SAC. REFER TO CUL-DE-SAC DETAIL AND PLAN FOR INFORMATION

(A) = 1½" HOT ASPHALT SURFACE COURSE, MIX C, N50
(B) = 2½" HOT-MIX ASPHALT BINDER COURSE, IL19.0, N50
(C) = 12" CRUSHED COURSE AGGREGATE SUBBASE, CA-6
(D) = B-6.12 CURB & GUTTER (SAWED DEPRESSIONS AT DRIVE)

PROPOSED ONSITE ROADWAY
TYPICAL LOCAL ROADWAY SECTION
NOT TO SCALE

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DATE	DESCRIPTION OF REVISION	BY
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6/06/2023	REVISED CARPATHIAN R&R	PAK
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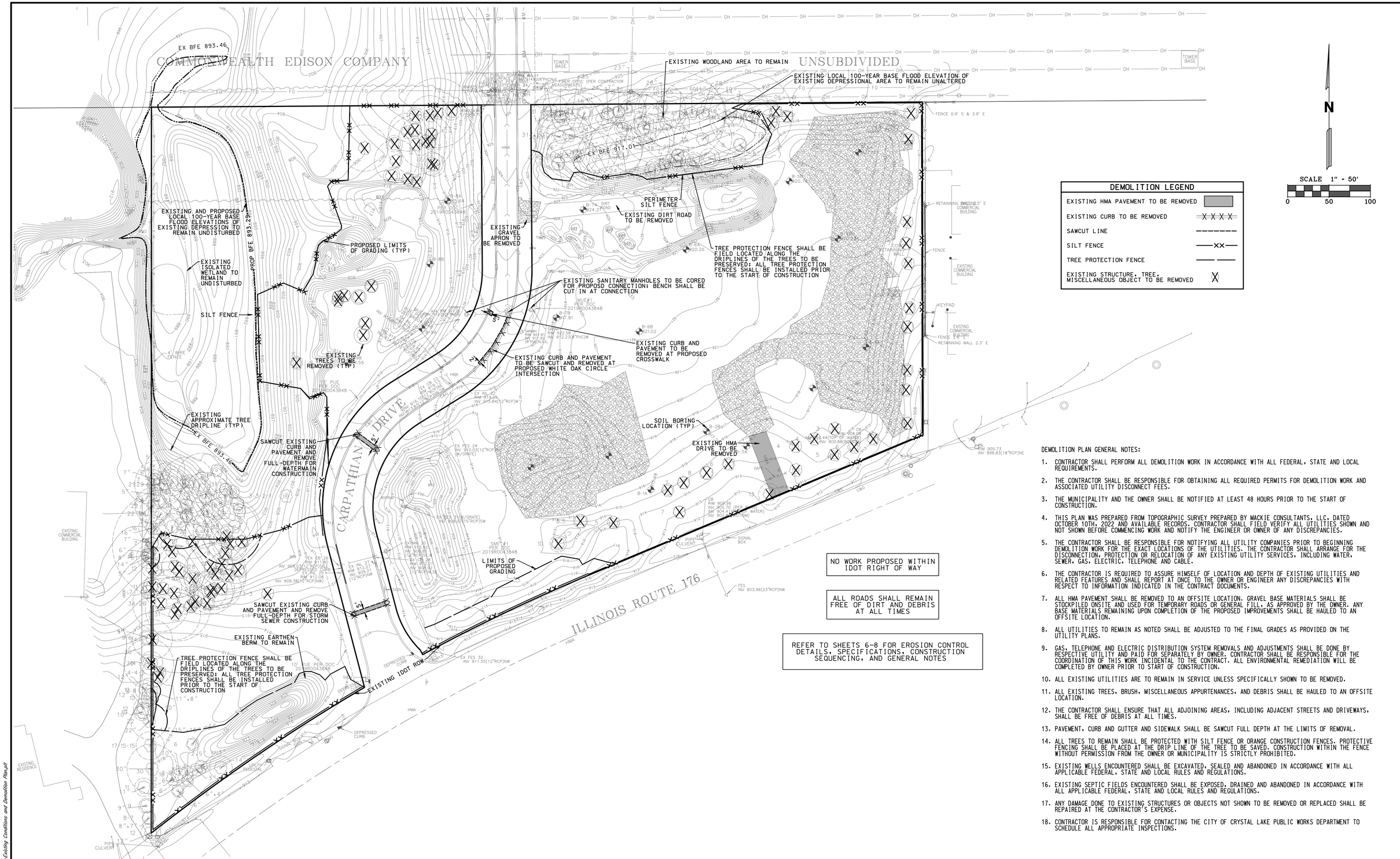
DESIGNED	PAK/MS
DRAWN	JD
APPROVED	MTL
DATE	5/9/2023
SCALE	1" = 50'

OVERALL SITE PLAN
WOODLORE TOWNES COMMUNITY
CRYSTAL LAKE, ILLINOIS

SHEET 2 OF 18
PROJECT NUMBER: 4445

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DEMOLITION LEGEND

EXISTING HMA PAVEMENT TO BE REMOVED	
EXISTING CURB TO BE REMOVED	XXXX
SAWCUT LINE	--------
SILT FENCE	——XX——
TREE PROTECTION FENCE	—— ——
EXISTING STRUCTURE, TREE, MISCELLANEOUS OBJECT TO BE REMOVED	X

NO WORK PROPOSED WITHIN IDOT RIGHT OF WAY

ALL ROADS SHALL REMAIN FREE OF DIRT AND DEBRIS AT ALL TIMES

REFER TO SHEETS 6-8 FOR EROSION CONTROL DETAILS, SPECIFICATIONS, CONSTRUCTION SEQUENCING, AND GENERAL NOTES

DEMOLITION PLAN GENERAL NOTES:

1. CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR DEMOLITION WORK AND ASSOCIATED UTILITY DISCONNECT FEES.
3. THE MUNICIPALITY AND THE OWNER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. THIS PLAN WAS PREPARED FROM TOPOGRAPHIC SURVEY PREPARED BY MACKIE CONSULTANTS, LLC, DATED OCTOBER 10TH, 2022 AND AVAILABLE RECORDS. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES SHOWN AND NOT SHOWN BEFORE COMMENCING WORK AND NOTIFY THE ENGINEER OR OWNER OF ANY DISCREPANCIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO BEGINNING DEMOLITION WORK FOR THE EXACT LOCATIONS OF THE UTILITIES. THE CONTRACTOR SHALL ARRANGE FOR THE DISCONNECTION, PROTECTION OR RELOCATION OF ANY EXISTING UTILITY SERVICES, INCLUDING WATER, SEWER, GAS, ELECTRIC, TELEPHONE AND CABLE.
6. THE CONTRACTOR IS REQUIRED TO ASSURE HIMSELF OF LOCATION AND DEPTH OF EXISTING UTILITIES AND RELATED FEATURES AND SHALL REPORT AT ONCE TO THE OWNER OR ENGINEER ANY DISCREPANCIES WITH RESPECT TO INFORMATION INDICATED IN THE CONTRACT DOCUMENTS.
7. ALL HMA PAVEMENT SHALL BE REMOVED TO AN OFFSITE LOCATION. GRAVEL BASE MATERIALS SHALL BE STOCKPILED ONSITE AND USED FOR TEMPORARY ROADS OR GENERAL FILL, AS APPROVED BY THE OWNER. ANY BASE MATERIALS REMAINING UPON COMPLETION OF THE PROPOSED IMPROVEMENTS SHALL BE HAULED TO AN OFFSITE LOCATION.
8. ALL UTILITIES TO REMAIN AS NOTED SHALL BE ADJUSTED TO THE FINAL GRADES AS PROVIDED ON THE UTILITY PLANS.
9. GAS, TELEPHONE AND ELECTRIC DISTRIBUTION SYSTEM REMOVALS AND ADJUSTMENTS SHALL BE DONE BY RESPECTIVE UTILITY AND PAID FOR SEPARATELY BY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THIS WORK INCIDENTAL TO THE CONTRACT. ALL ENVIRONMENTAL REMEDIATION WILL BE COMPLETED BY OWNER PRIOR TO START OF CONSTRUCTION.
10. ALL EXISTING UTILITIES ARE TO REMAIN IN SERVICE UNLESS SPECIFICALLY SHOWN TO BE REMOVED.
11. ALL EXISTING TREES, BRUSH, MISCELLANEOUS APPURTENANCES, AND DEBRIS SHALL BE HAULED TO AN OFFSITE LOCATION.
12. THE CONTRACTOR SHALL ENSURE THAT ALL ADJOINING AREAS, INCLUDING ADJACENT STREETS AND DRIVEWAYS, SHALL BE FREE OF DEBRIS AT ALL TIMES.
13. PAVEMENT, CURB AND GUTTER AND SIDEWALK SHALL BE SAWCUT FULL DEPTH AT THE LIMITS OF REMOVAL.
14. ALL TREES TO REMAIN SHALL BE PROTECTED WITH SILT FENCE OR ORANGE CONSTRUCTION FENCES. PROTECTIVE FENCING SHALL BE PLACED AT THE DRIP LINE OF THE TREE TO BE SAVED. CONSTRUCTION WITHIN THE FENCE WITHOUT PERMISSION FROM THE OWNER OR MUNICIPALITY IS STRICTLY PROHIBITED.
15. EXISTING WELLS ENCOUNTERED SHALL BE EXCAVATED, SEALED AND ABANDONED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.
16. EXISTING SEPTIC FIELDS ENCOUNTERED SHALL BE EXPOSED, DRAINED AND ABANDONED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.
17. ANY DAMAGE DONE TO EXISTING STRUCTURES OR OBJECTS NOT SHOWN TO BE REMOVED OR REPLACED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
18. CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE CITY OF CRYSTAL LAKE PUBLIC WORKS DEPARTMENT TO SCHEDULE ALL APPROPRIATE INSPECTIONS.

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DESIGNED	PAK/MS
DRAWN	JD
APPROVED	MTL
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SCALE	1" = 50'

EXISTING CONDITIONS AND DEMOLITION PLAN
WOODLORE TOWNES COMMUNITY
CRYSTAL LAKE, ILLINOIS

SHEET 3 OF 18

PROJECT NUMBER: 4445

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UNSUBDIVIDED

COMMONWEALTH EDISON COMPANY

EXISTING LOCAL 100-YEAR BASE FLOOD ELEVATION OF EXISTING DEPRESSIONAL AREA TO REMAIN UNALTERED

PROPOSED SPLIT RAIL FENCE ATOP 2:1 SLOPE (REFER TO LANDSCAPE PLAN FOR DETAIL)

PROPOSED 3:1 SLOPE FOR ALL TRANSITIONAL GRADING WITHIN THE COMMUNITY (TYP ALL)

MATCH EX. 906.0

EXISTING WETLAND TO REMAIN UNDISTURBED

EXISTING AND PROPOSED LOCAL 100-YEAR BASE FLOOD ELEVATIONS OF EXISTING DEPRESSION TO REMAIN UNDISTURBED

PROP BFE 893.29

EX BFE 893.46

MATCH EX. 895.0

MATCH EX. 895.0

LIMITS OF PROPOSED GRADING

PROPOSED BACK-PITCHED FAIRWAY

PROPOSED DEPRESSED CURB AT CROSSWALKS (TYP.)

EXISTING 50 LF CURB DEPRESSION FOR OVERFLOW

PROPOSED EMERGENCY OVERFLOW WEIR

EXISTING LOW QUALITY WETLAND TO REMAIN UNDISTURBED

PROPOSED INTERCONNECTED BASIN

EXISTING EARTHEN BERM TO REMAIN UNDISTURBED

EXISTING IDOT ROW

EXISTING RESIDENCE

EXISTING COMMERCIAL BUILDING

ILLINOIS ROUTE 176

WEST BASIN SHALL BE CLAY LINED (REFER TO DETAIL ON SHEET 5)

EAST BASIN DESIGNED FOR INFILTRATION (REFER TO DETAIL ON SHEET 5)

CONTRACTOR SHALL CONSTRUCT DIVISION BERM AND SWALES AT THE START OF CONSTRUCTION IN ORDER TO ENSURE DISTURBED AREA RUNOFF REMAINS ONSITE (TYP.)

1' OF FREEBOARD FROM HWL ELEVATION PROPOSED WITHIN SWALE ADJACENT TO IDOT ROW

PROPOSED STORMWATER MANAGEMENT FACILITY
DISTURBED AREA = 8.84 ACRES
TRIBUTARY AREA = 8.83 ACRES
DETENTION REQUIRED = 4.16 AC-FEET
COMPENSATORY STORAGE REQUIRED = 0.01 AC-FEET
TOTAL DETENTION REQUIRED = 4.17 AC-FEET
TOTAL DETENTION PROVIDED = 4.35 AC-FEET
DEAD STORAGE REQUIRED = 1.44 AC-FEET
DEAD STORAGE PROVIDED = 1.56 AC-FEET
NWL = 906.00 (DRY)
HWL = 911.10
ALLOWABLE RELEASE RATE = 1.33 CFS
ACTUAL RELEASE RATE = 0.00 CFS
PEAK INFILTRATION RATE (EAST BASIN AREA ONLY) = 6.01 CFS

N

SCALE 1" - 50'

0 50 100

GRADING PLAN GENERAL NOTES

1. EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS ON 10-05-22. CONTRACTOR SHALL FIELD CHECK EXISTING CONDITIONS PRIOR TO START OF CONSTRUCTION AND NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES.
2. ALL DISTURBED AREAS SHALL BE RESTORED WITH 6-INCHES OF TOPSOIL AND SEEDED.
3. EXCAVATION AND EMBANKMENT SHALL BE PERFORMED PER THE DETAILED SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
4. ALL CURB ELEVATIONS ARE TO BE TOP OF CURB. ALL GUTTER ELEVATIONS ARE 0.5' BELOW TOP OF CURB ELEVATION UNLESS OTHERWISE NOTED.
5. DRIVEWAY SLOPES FROM THE RIGHT-OF-WAY SHALL BE A MINIMUM OF 2% AND A MAXIMUM OF 8%.
6. GRADING INDICATED MAY NEED TO BE ADJUSTED BASED ON FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES WITH FIELD CONDITIONS PRIOR TO FINE GRADING.
7. BUILDING AREA INDICATED IS APPROXIMATE AND REPRESENTS ONE POSSIBLE OPTION OF BUILDING. GRADING MAY NEED TO BE ADJUSTED IF OTHER UNITS ARE SOLD.
8. CONTRACTOR SHOULD TAKE SPECIAL NOTE THAT THERE ARE VARYING SETBACKS WITHIN THE CUL-DE-SAC AREAS. THE LOCATION OF THE BUILDING PAD MUST BE CONSTRUCTED TO CORRESPOND TO THE LOCATIONS INDICATED.
9. ALL DRAIN TILES ENCOUNTERED DURING MASS GRADING/UTILITY WORK MUST BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM. A RECORD MUST BE KEPT, OF ANY DRAIN TILE ENCOUNTERED, TO BE INCLUDED IN RECORD DRAWINGS.
10. OVERFLOW DRAINAGE ROUTES AND SWALES MUST BE INSTALLED AT THE ELEVATION AND LOCATION SHOWN.
11. DO NOT INTERRUPT DRAINAGE FROM OFF SITE DURING CONSTRUCTION OPERATIONS. PROVIDE TEMPORARY DRAINAGE DITCHES WHERE REQUIRED.
12. CONTRACTOR SHALL MEET EXISTING GROUND ELEVATIONS AT PROPERTY LINE, UNLESS OTHERWISE NOTED AND THE APPROPRIATE EASEMENTS OR PERMISSION HAS BEEN OBTAINED.

REFER TO SHEET 5 FOR GRADING DETAILS AND OVERLAND FLOOD ROUTE CROSS-SECTIONS

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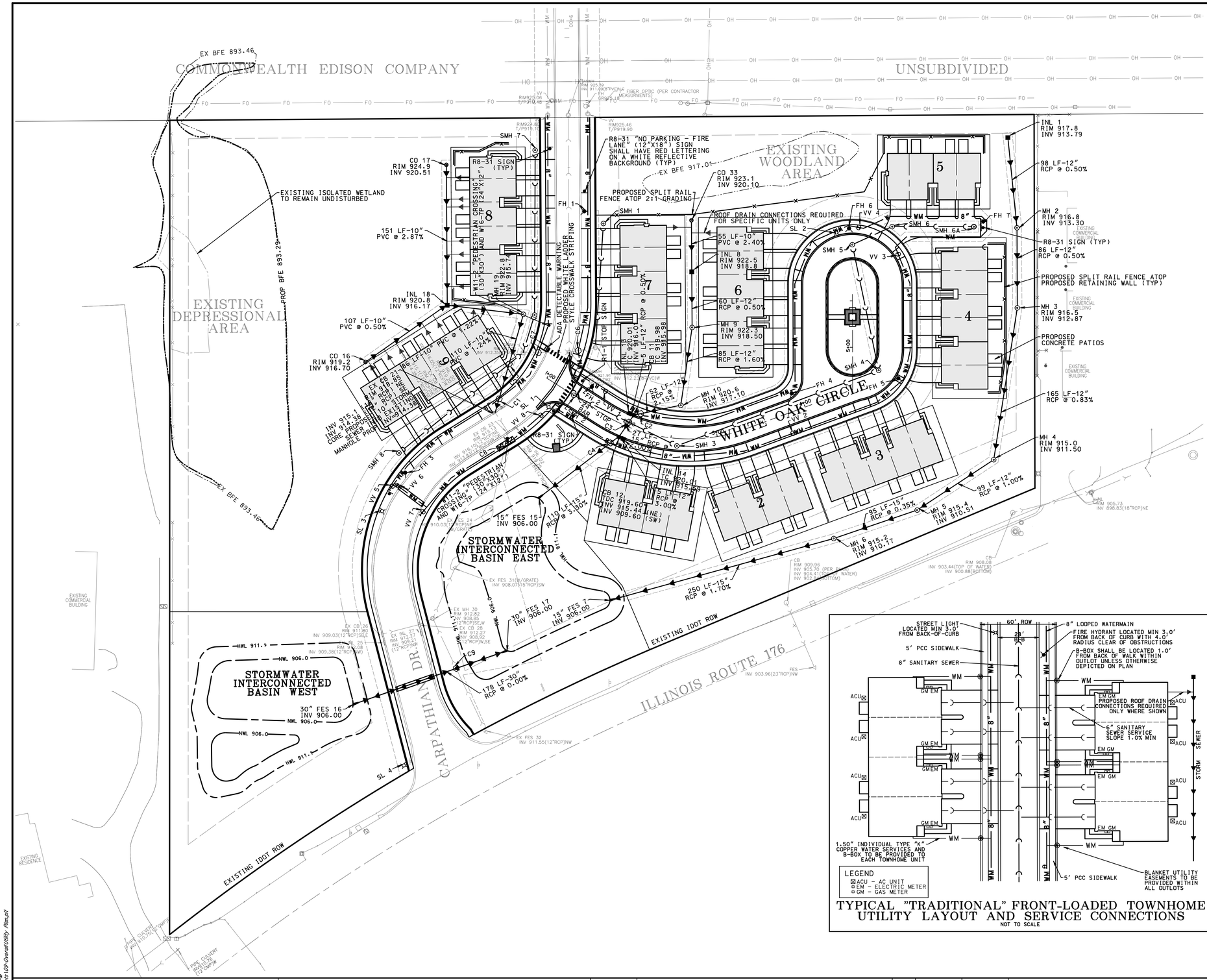
GRADING PLAN
WOODLORE TOWNES COMMUNITY
CRYSTAL LAKE, ILLINOIS

SHEET 4 OF 18

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TYPICAL "TRADITIONAL" FRONT-LOADED TOWNHOME UTILITY LAYOUT AND SERVICE CONNECTIONS
NOT TO SCALE

STREET LIGHTING, SIGNAGE, AND STRIPING GENERAL NOTES

1. TYPICAL STREET LIGHTS SHALL CONFORM TO LATEST COMED RESIDENTIAL STANDARDS:
2. THE MOUNTING HEIGHT SHALL BE 20 FEET.
3. THE DEVELOPER SHALL COORDINATE SITE CONSTRUCTION WITH THE PUBLIC WORKS AND COMED TO ALLOW ELECTRIC FACILITIES TO BE INSTALLED PRIOR TO PAVING AND CURBING.
4. STOP BARS SHALL BE INSTALLED AT ALL STOP LOCATIONS IN ACCORDANCE WITH THE LATEST EDITION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
5. ALL STOP SIGNS SHALL CONFORM TO THE CITY DETAIL TR-03 AND INSTALLED PER THE MUTCD.
6. CROSSWALKS TO BE 2' WHITE PAINT LADDER STYLE STRIPING (2' APART).

UNDERGROUND UTILITY GENERAL NOTES

1. ALL MANHOLES AND CATCH BASINS SHALL BE 48-INCH DIAMETER, UNLESS OTHERWISE INDICATED.
2. ALL SANITARY SEWER, LESS THAN 15 FEET DEEP, SHALL BE PVC, SDR 26, UNLESS OTHERWISE INDICATED OR APPROVED EQUAL LISTED WITHIN THE CONSTRUCTION SPECIFICATIONS AS APPROVED BY THE MUNICIPALITY. PVC SANITARY SEWER SHALL HAVE ELASTOMERIC JOINTS IN CONFORMANCE WITH ASTM D-3212, UNLESS NOTED TO BE WATER MAIN QUALITY (WMQ) ASTM D-2241.
3. ALL WATER MAIN SHALL BE PVCO CLASS 305, AWWA. C-909 OR DUCTILE IRON PIPE, CLASS 52, AWWA C-600 WITH "PUSH-ON" TYPE JOINTS, UNLESS OTHERWISE INDICATED. ALL WATER MAIN SHALL HAVE A MINIMUM OF 6' OF COVER FROM TOP OF WATERMAIN TO FINISHED GRADE.
4. ALL STORM SEWERS SHALL BE REINFORCED CONCRETE PIPE, MINIMUM CLASS III, WITH ASTM C76 PIPE AND C443 JOINTS, UNLESS OTHERWISE INDICATED. ALL STORM SEWERS WHICH ARE LOCATED IN THE SIDE YARD SHALL HAVE "O" -RING GASKETED JOINTS. ALL OTHER SEWERS SHALL HAVE BITUMINOUS MASTIC JOINTS.
5. GRANULAR TRENCH BACKFILL (CA-6) SHALL BE PROVIDED FOR ALL SANITARY, WATER AND STORM UTILITIES WHEN THE TRENCH LIMITS FALL WITHIN TWO FEET OF STREETS, SIDEWALKS, AND DRIVEWAYS.
6. OVERHEAD SANITARY SEWER IS REQUIRED FOR ALL HOMES.
7. ALL SUMP PUMPS MUST BE CONNECTED TO THE STORM SEWER SYSTEM. SUMP PUMP CONNECTIONS SHALL BE 4" PVC, UNLESS OTHERWISE NOTED.
8. ALL WATERMAIN AND WATER SERVICE LINES SHALL BE PROTECTED FROM OTHER UTILITIES IN ACCORDANCE WITH SECTION 41-2.01 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS.
9. ALL DRAIN TILES ENCOUNTERED DURING MASS GRADING UTILITY WORK MUST BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM. A RECORD MUST BE KEPT, OF ANY DRAIN TILE ENCOUNTERED, TO BE INCLUDED WITH THE RECORD DRAWINGS.
10. ALL UNDERGROUND UTILITY INFORMATION NOTED ON THE PLANS IS BASED ON INFORMATION OBTAINED FROM THE MUNICIPALITY, UTILITY COMPANIES OR FIELD MEASUREMENTS. THIS INFORMATION, WHILE BELIEVED TO BE COMPLETE AND ACCURATE, CANNOT BE GUARANTEED.
11. CONTRACTOR SHALL VERIFY ALL BUILDING SERVICE LOCATIONS AND SIZES WITH ARCHITECTURAL PLANS AND OWNER PRIOR TO START OF CONSTRUCTION AND NOTIFY THE ENGINEER OR OWNER OF ANY DISCREPANCIES.
12. CONTRACTOR SHALL CONTACT JULIE (1-800-892-0123) PRIOR TO START OF CONSTRUCTION TO LOCATE ALL UTILITIES WITHIN THE RIGHT-OF-WAY.
13. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES AT ALL PROPOSED CONNECTIONS PRIOR TO START OF CONSTRUCTION AND NOTIFY THE ENGINEER AND OWNER OF ANY DISCREPANCIES.
14. FIELD LOCATION OF ALL HOUSE SERVICES TO BE VISIBLY DEMARKED, SUPPLIED BY CONTRACTOR AND SHOWN ON RECORD DRAWINGS. SEE GENERAL SPECIFICATIONS SHEET FOR MARKING WATER AND SANITARY SERVICES ON CURB.
15. A TEN (10) FOOT MINIMUM SEPARATION SHALL BE PROVIDED BETWEEN THE WATERMAIN SERVICE AND THE SANITARY OR STORM SEWER SERVICES.
16. IN CASE OF CONFLICTS, THE MUNICIPALITY STANDARDS AND NOTES SHALL TAKE PRECEDENCE.
17. PLUMBING CONTRACTOR TO MAKE ALL CONNECTIONS WITH BUILDING SERVICES CONSTRUCTED BY UTILITY CONTRACTOR. SITE UTILITY CONTRACTOR TO CONSTRUCT SERVICES TO 10 FEET PAST RIGHT OF WAY OR WITHIN 5 FEET OF BUILDING.
18. EXISTING PAVEMENT REMOVED FOR PRIVATE UTILITY CONSTRUCTION SHALL BE DONE BY THE RESPECTIVE UTILITY COMPANY AND PAID FOR SEPARATELY BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THIS WORK INCIDENTAL TO THE CONTRACT.
19. EXISTING OR PROPOSED MANHOLES, CATCH BASINS, INLETS AND VALVE VAULTS REQUIRING OVER 12-INCHES OF ADJUSTMENT RINGS SHALL USE AN ADDITIONAL BARREL SECTION TO MAINTAIN A MAXIMUM OF 12-INCH TOTAL ADJUSTMENT RING DEPTH.
20. CONTRACTOR SHALL CORE AND BOOT ALL PIPE ENTRANCES TO EXISTING SANITARY MANHOLES.
21. CONTRACTOR SHALL PRESSURE TEST ALL EXISTING WATERMAIN VALVES.

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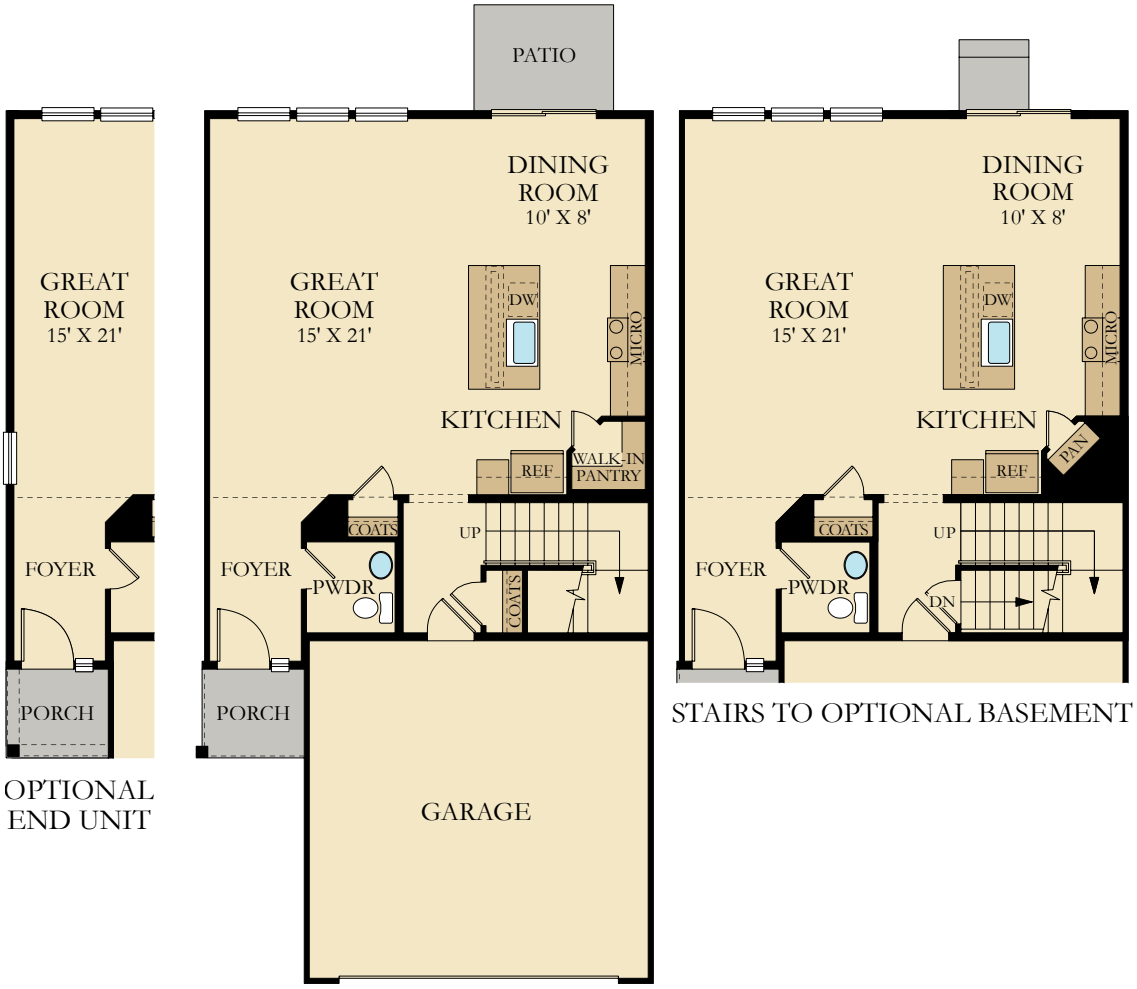
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OVERALL UTILITY PLAN
WOODLORE TOWNES COMMUNITY
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SHEET 9 OF 18
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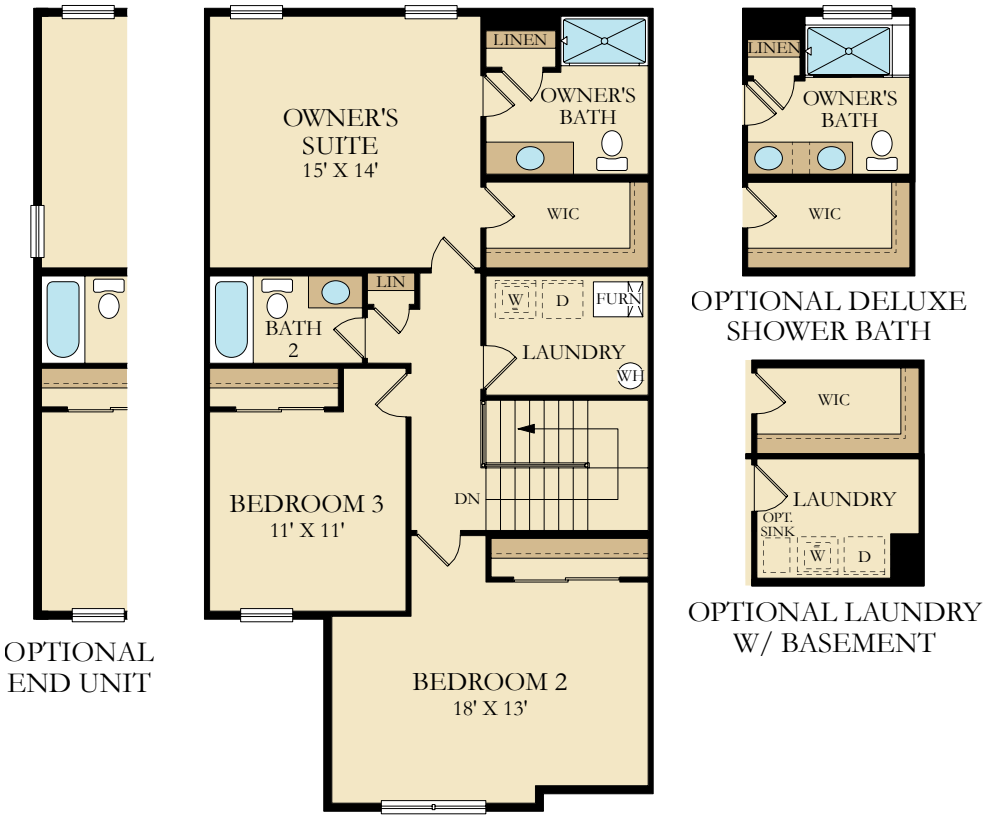
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OPTIONAL END UNIT

FIRST FLOOR

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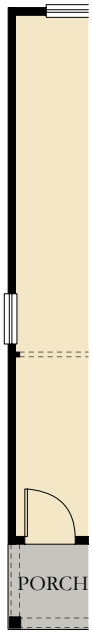
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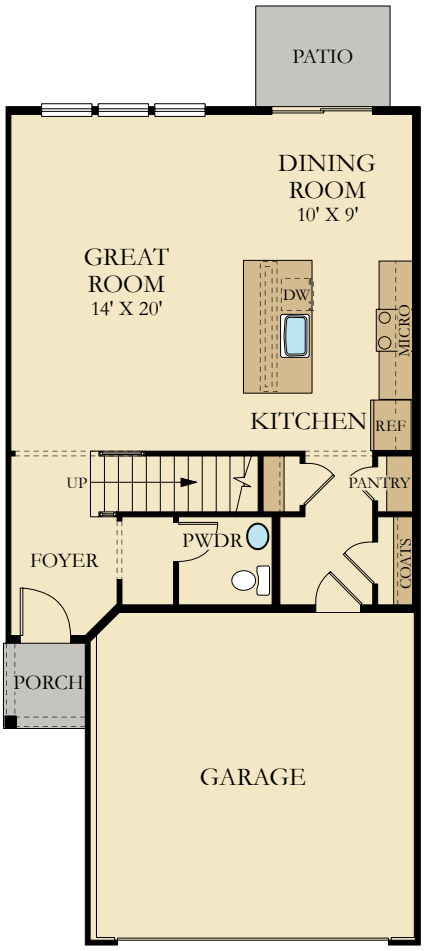
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OPTIONAL LAUNDRY W/ BASEMENT

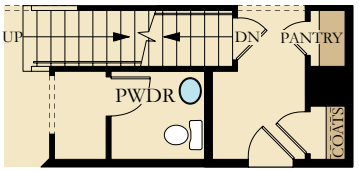
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END UNIT



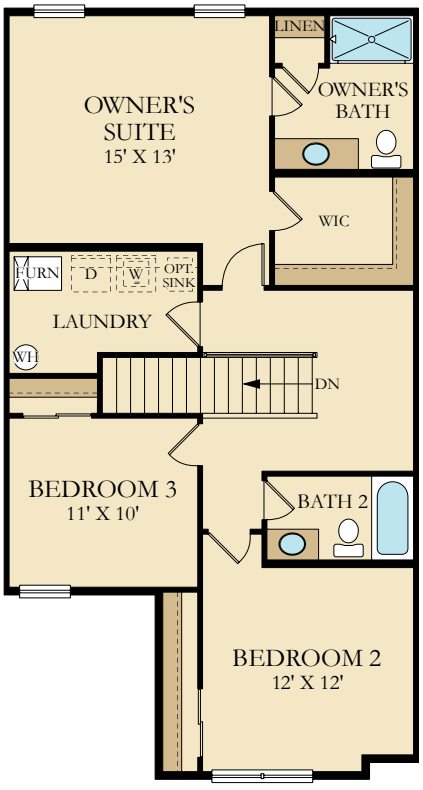
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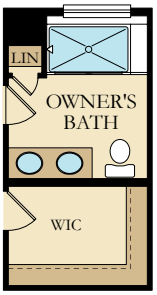
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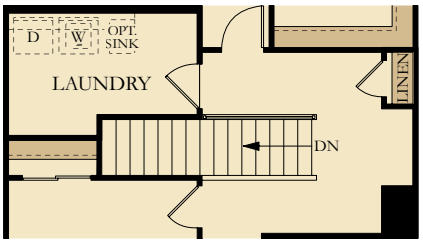
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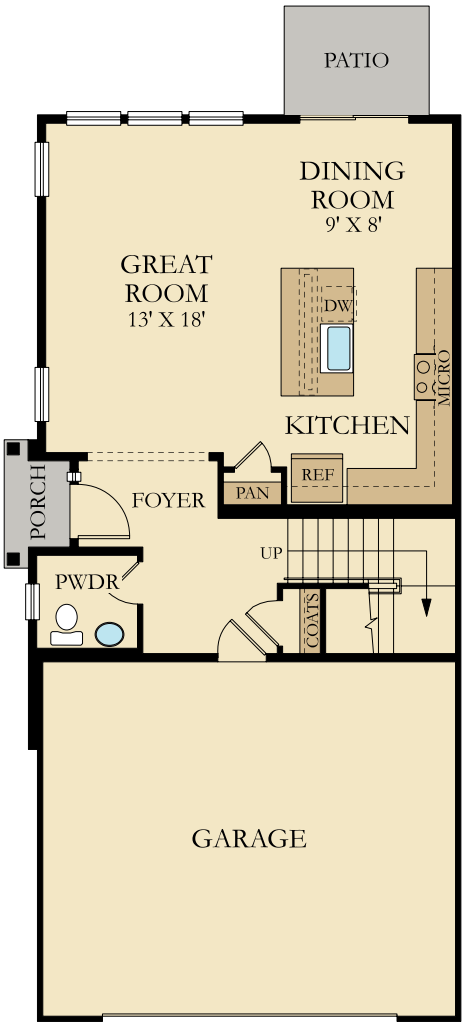
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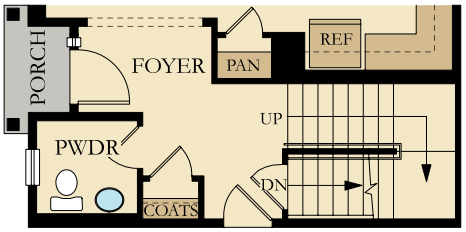
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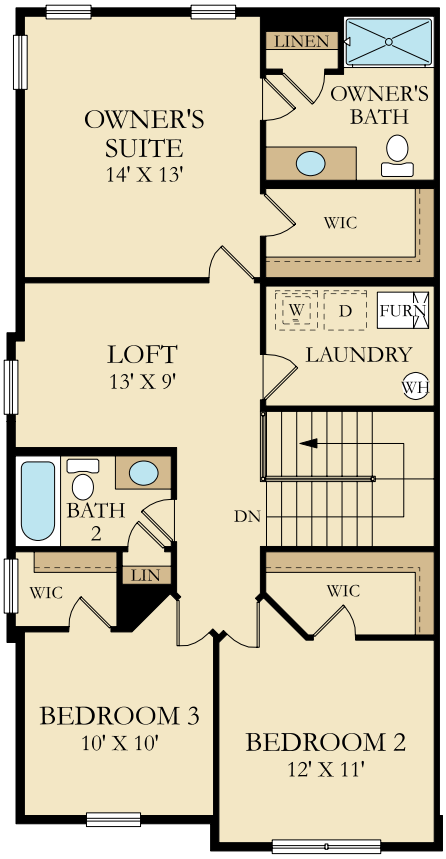
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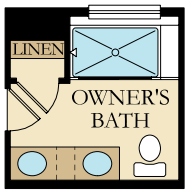
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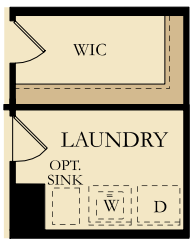
STAIRS TO OPTIONAL BASEMENT



SECOND FLOOR



OPTIONAL DELUXE SHOWER BATH

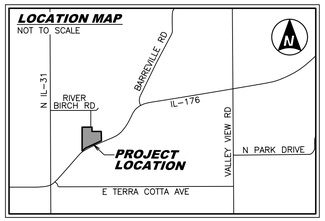


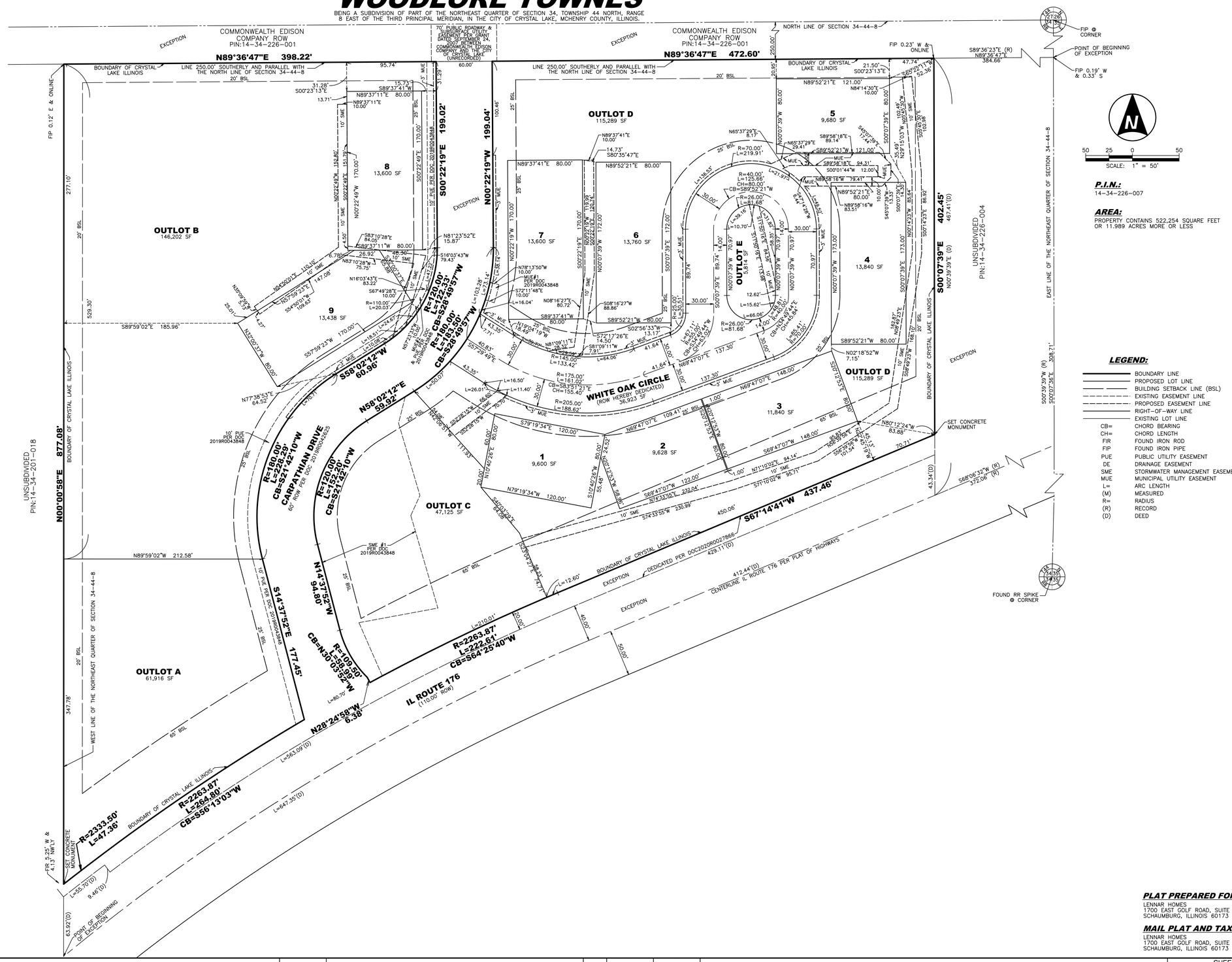
OPTIONAL LAUNDRY W/ BASEMENT

FINAL PLAT OF
WOODLORE TOWNES

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS.

LOCATION MAP
NOT TO SCALE





P.I.N.:
14-34-226-007

AREA:
PROPERTY CONTAINS 522,254 SQUARE FEET OR 11.989 ACRES MORE OR LESS

LEGEND:

———	BOUNDARY LINE
———	PROPOSED LOT LINE
— — —	BUILDING SETBACK LINE (BSL)
– – – –	EXISTING EASEMENT LINE
– – – –	PROPOSED EASEMENT LINE
———	RIGHT-OF-WAY LINE
———	EXISTING LOT LINE
CB=	CHORD BEARING
CH=	CHORD LENGTH
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
PUE	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT
SME	STORMWATER MANAGEMENT EASEMENT
MUE	MUNICIPAL UTILITY EASEMENT
L=	ARC LENGTH
(M)	MEASURED
R=	RADIUS
(R)	RECORD
(D)	DEED

NOTES:

1. THIS SURVEY IS BASED IN PART ON INFORMATION CONTAINED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMMITMENT NUMBER 110041-19-00894-IL-REVISION 2-9/17/2019(DELETING EXCEPTION 11) WITH A COMMITMENT DATE OF JULY 02, 2019, AND HAS BEEN USED FOR LEGAL DESCRIPTION.
2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. MONUMENTS HAVE BEEN SET PRIOR TO RECORDING FOR ALL CORNERS OF THE EXTERIOR BOUNDARY. UPON COMPLETION OF CONSTRUCTION, 5/8" REBAR SHALL BE PLACED AT ALL INTERIOR LOT CORNERS AND CRITICAL POINTS ALONG THE RIGHTS-OF-WAY, UNLESS NOTED OTHERWISE.
6. ALL EASEMENTS SHOWN HEREON ARE HEREBY GRANTED UNLESS SHOWN OTHERWISE.
7. THERE SHALL BE AT MOST ONE (1) DIRECT VEHICULAR ACCESS POINT, ALSO KNOWN AS CARPATHIAN DRIVE, ALONG IL ROUTE 176 SERVING THE WOODLORE TOWNES SUBDIVISION.
8. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO IL ROUTE 176 FROM OUTLOT "A", OUTLOT "C", NOR OUTLOT "D".
9. ALL OTHER ACCESS TO IL ROUTE 176 SHALL BE VIA INTERNAL CIRCULATION.
10. SEE SHEET 2 FOR LEGAL DESCRIPTION OF BOUNDARY.
11. A DRAINAGE EASEMENT (DE) & PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY GRANTED OVER ALL AREAS OF OUTLOTS "B" & "D" NOT COVERED BY A SME OR MUE.
12. A STORMWATER MANAGEMENT EASEMENT (SME) IS HEREBY GRANTED OVER OUTLOTS "A" & "C".
13. A BLANKET PUE IS HEREBY GRANTED OVER LOTS 1-9 (INCLUSIVE) EXCEPTING THAT PART FALLING WITHIN A PROPOSED OR EXISTING FOUNDATION.
14. OUTLOTS ARE INTENDED TO BE CONVEYED TO THE FUTURE HOMEOWNER'S ASSOCIATION BY THE DEVELOPER.
15. FOR ADDITIONAL INFORMATION PERTAINING TO DEFINITIONS/USES OF EASEMENTS, SETBACKS AND OTHER MATTERS, SEE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED BY SEPARATE DOCUMENT.

PLAT PREPARED FOR:
LENNAR HOMES
1700 EAST GOLF ROAD, SUITE 1100
SCHAUMBURG, ILLINOIS 60173

MAIL PLAT AND TAX BILL TO:
LENNAR HOMES
1700 EAST GOLF ROAD, SUITE 1100
SCHAUMBURG, ILLINOIS 60173

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:
LENNAR
LENNAR HOMES
1700 E. Golf Road, Suite 1100
Schaumburg, Illinois 60173
Phone: 224.293.3100

DATE	DESCRIPTION OF REVISION	BY
08-04-2023	REVISED PER IDOT AND CITY COMMENTS	MJF

DESIGNED	MTL
DRAWN	MJF
APPROVED	KMF
DATE	05/01/2023
SCALE	1" = 50'

FINAL PLAT OF SUBDIVISION
WOODLORE TOWNES
CRYSTAL LAKE, ILLINOIS

SHEET 1 OF 2

PROJECT NUMBER: 4445

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ILLINOIS FIRM LICENSE 184-002694

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FINAL PLAT OF
WOODLORE TOWNES

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, DO HEREBY CERTIFY THAT WE HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNER THEREOF THE FOLLOWING DESCRIBED PROPERTY AND THAT THE PLAT HEREIN DRAWN IS AN ACCURATE REPRESENTATION OF SAID SURVEY, SUBDIVISION AND PLAT:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF THE CENTER OF THE HIGHWAY EXCEPT THE NORTH 250.00 FEET THEREOF; ALSO EXCEPTING THE FOLLOWING DESCRIBED PROPERTY: PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER THAT IS 250.00 FEET SOUTH FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 39 MINUTES 39 SECONDS WEST, 308.71 FEET ALONG THE EAST LINE TO THE CENTERLINE OF ILLINOIS STATE ROUTE 176; THENCE SOUTHWESTERLY 44.74 FEET ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT, NON-TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1,432.69 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 67 DEGREES 12 MINUTES 52 SECONDS WEST, 44.74 FEET; THENCE SOUTH 68 DEGREES 08 MINUTES 32 SECONDS WEST, 372.06 FEET ALONG SAID CENTERLINE; THENCE NORTH 00 DEGREES 39 MINUTES 39 SECONDS EAST, 467.41 FEET TO A POINT ON A LINE 250.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST, 384.66 FEET ALONG SAID PARALLEL LINE, ALSO BEING THE SOUTHERLY LINE OF THE COMED RIGHT-OF-WAY TO THE POINT OF BEGINNING; FURTHER EXCEPTING THAT PART THEREOF TAKEN IN CONDEMNATION CASE 12 ED 03 DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 08 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, AS STAKED AND OCCUPIED, A DISTANCE OF 1321.25 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.28 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 0 DEGREES 00 MINUTES 39 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 115.07 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 176 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 00 MINUTES 39 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 63.92 FEET; THENCE NORTHEASTERLY 55.70 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2322.96 FEET, THE CHORD OF SAID CURVE BEARS NORTH 52 DEGREES 19 MINUTES 46 SECONDS EAST, 55.70 FEET; THENCE SOUTH 36 DEGREES 59 MINUTES 02 SECONDS EAST, A DISTANCE OF 9.46 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 176, AS OCCUPIED; THENCE NORTHEASTERLY 563.09 FEET ALONG THE SAID NORTHWESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 176, AS OCCUPIED, AND AS RECORDED NOVEMBER 2, 1934 AS DOCUMENT NUMBER 112343 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2243.87 FEET, THE CHORD OF SAID CURVE BEARS NORTH 60 DEGREES 03 MINUTES 20 SECONDS EAST, 561.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 176; THENCE NORTH 67 DEGREES 14 MINUTES 41 SECONDS EAST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 176 RECORDED AS DOCUMENT NUMBER 112343, A DISTANCE OF 429.31 FEET TO THE EAST LINE OF THE GRANTOR; THENCE SOUTH 0 DEGREES 07 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF THE GRANTOR, A DISTANCE OF 43.34 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 176; THENCE SOUTH 67 DEGREES 14 MINUTES 41 SECONDS WEST ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 176, A DISTANCE OF 412.44 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 647.35 FEET ALONG SAID CENTER LINE OF ILLINOIS ROUTE 176 ON A CURVE TO THE LEFT HAVING A RADIUS OF 2203.87 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 58 DEGREES 49 MINUTES 48 SECONDS WEST, 645.03 FEET TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART DEDICATED AS CARPATHIAN DRIVE PER PLAT OF DEDICATION RECORDED DECEMBER 11, 2019 AS DOCUMENT 2019R0042625 AND THAT PART DEDICATED AS STATE ROUTE 176 PER PLAT OF DEDICATION RECORDED JULY 23, 2020 AS DOCUMENT 2020R0027866

WE FURTHER CERTIFY THAT THE PROPERTY IS LOCATED WITHIN THE CITY OF CRYSTAL LAKE, WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS AMENDED.

WE FURTHER CERTIFY THAT ACCORDING TO OUR INTERPOLATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREON DESCRIBED PROPERTY FALLS WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBER 17111C0220J, WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2006. SUBJECT TO MAP INTERPRETATION AND SCALING.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF

_____, 20___, IN ROSEMONT, ILLINOIS,

_____
KEITH M. FRANCE
EMAIL: kfrance@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-004077
LICENSE EXPIRES: NOVEMBER 30, 2024

AUTHORIZATION TO RECORD CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694,
HEREBY GRANT PERMISSION TO _____
TO RECORD THIS PLAT OF SUBDIVISION.

DATED THIS _____ DAY OF _____, 20___.

_____
KEITH M. FRANCE
EMAIL: kfrance@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-004077
LICENSE EXPIRES: NOVEMBER 30, 2024

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE:

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO # 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", AS AMENDED, A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATED THIS_____ DAY OF _____, A.D., 20___ .

_____
JOSE RIOS, P.E.
REGION ONE ENGINEER

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
SBC ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES* FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR IN PART TO OWNERS OF SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "2243.87 FEET, THE CHORD OF SAID CURVE", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL , RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

UTILITY CERTIFICATES

APPROVED AND ACCEPTED BY:

ELECTRIC AND TELEPHONE
COMPANY: COMMONWEALTH EDISON

NAME_____ TITLE:_____

DATED THIS_____ DAY OF_____ , 20____

COMPANY: SBC

NAME:_____ TITLE:_____

DATED THIS_____ DAY OF_____20____

CABLE TELEVISION
COMPANY: COMCAST

NAME:_____ TITLE:_____

DATED THIS_____ DAY OF_____ 20____

GAS
COMPANY: NICOR

NAME:_____ TITLE:_____

DATED THIS_____ DAY OF_____, 20____

PUBLIC UTILITY EASEMENT (PUE) PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH UTILITY SERVICES IS HEREBY RESERVED FOR AND GRANTED TO: COMMONWEALTH EDISON, COMCAST CABLE, NICOR GAS AND AT&T TELEPHONE, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, HEREIN AFTER REFERRED TO AS "UTILITY COMPANIES", UTILITY COMPANIES SHALL HAVE THE RIGHT TO INSTALL, OPERATE, MAINTAIN, AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UTILITY SERVICES, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN AS A PUBLIC UTILITY EASEMENT (PUE) AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT. UTILITY COMPANIES SHALL HAVE THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED IN A PUE WITHOUT THE PRIOR WRITTEN CONSENT OF THE RESPECTIVE UTILITY COMPANY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.
ONLY PERPENDICULAR CROSSINGS OF THE MUNICIPAL UTILITY EASEMENT ARE PERMITTED BY THE UTILITY COMPANIES.
MAINTENANCE OF THE SANITARY SEWERS AND SANITARY STRUCTURES WITHIN THE PUE SHALL BE THE SOLE RESPONSIBILITY OF THE ASSOCIATION PURSUANT TO THE COVENANTS CONTAINED HEREIN.
IF THE CITY DETERMINES THAT THE HOMEOWNER'S ASSOCIATION IS IN DEFAULT OF SAID MAINTENANCE OBLIGATIONS AND UPON FIVE (5) DAYS NOTICE TO THE HOMEOWNER'S ASSOCIATION SERVED BY CERTIFIED MAIL, THE CITY AND ITS SUCCESSORS AND ASSIGNS SHALL BE GRANTED AN EASEMENT OVER THE AREA DESCRIBED ON THIS DEED RESTRICTION FOR THE RIGHT, PRIVILEGE AND AUTHORITY, WITHOUT OBLIGATION, TO PERFORM SAID MAINTENANCE AND REPAIRS. THE CITY MAY ENTER UPON THE EASEMENT FOR THE PURPOSE OF EMERGENCY REPAIRS.
THE CHARGE OF THE EMERGENCY REPAIRS AND/OR MAINTENANCE IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. THE CITY MAY, AT ITS SOLE ELECTION, RECORD NOTICE OF LIEN WITH THE RECORDER OF DEEDS FOR MCHENRY COUNTY AS DESCRIBED ABOVE AGAINST THE SUBJECT REAL PROPERTY. SAID LIEN SHALL INCLUDE THE APPLICABLE EXPENSE TO THE HOMEOWNER'S ASSOCIATION PLUS ATTORNEY'S FEES AND COURT COSTS. UPON PAYMENT OF SAID LIEN, THE CITY SHALL ISSUE THE APPROPRIATE RELEASE OF LIEN TO THE HOMEOWNER'S ASSOCIATION. IT SHALL NOT BE THE OBLIGATION OF THE CITY TO RECORD THE RELEASE OF THE LIEN BUT SHALL BE THE OBLIGATION OF THE PARTY PROCURING THE RELEASE.

MUNICIPAL UTILITY EASEMENT (MUE) PROVISIONS:

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH DOMESTIC WATER, SANITARY SEWER AND STORMWATER DRAINAGE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF CRYSTAL LAKE, ILLINOIS, THEIR SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN, RELOCATE, RENEW AND REMOVE FACILITIES USED IN CONNECTION WITH SEWER AND WATER MAINS, IN, UNDER, ACROSS, ALONG, AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT WITHIN THE AREAS MARKED AS "MUNICIPAL UTILITY EASEMENT" (MUE) AND THOSE PARTS DESIGNATED ON THE PLAT AS DEDICATED FOR PUBLIC STREET, TOGETHER WITH THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES, AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES.
EACH INDIVIDUAL ENTITY OR OTHER PARTY ACCEPTING TITLE TO ALL OR ANY PART OF THE MUNICIPAL UTILITY EASEMENT (MUE) SHALL CONCLUSIVELY BE DEEMED TO HAVE COVENANTED AND AGREED, JOINTLY AND SEVERALLY, TO:
I. THE SURFACE OF THE MUE MAY BE GRASS, SOD, OR PAVEMENT TO ALLOW FOR DRIVEWAYS OR PARKING. MINOR LANDSCAPING AS SHOWN ON THE APPROVED LANDSCAPE PLAN MAY BE PERMITTED.
II. CARE FOR AND MAINTAIN THE SURFACE OF THAT PORTION OF THE MUE WHICH IS LOCATED ON SUCH PARTY'S PROPERTY SO THAT IT IS IN GOOD CONDITION FOR ITS INTENDED PURPOSE AS A MUE WHICH MAINTENANCE MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, THE REGULAR SEEDING, WATERING AND MOWING OF ALL LAWNS OR PAVEMENT RESTORATION.
NO TITLEHOLDER OF ANY PART OR PORTION OF THE MUE (OR ANY PARTY ACTING ON BEHALF OF THE TITLEHOLDER) SHALL:
III. INSTALL, CONSTRUCT, ERECT, PLACE OR PLANT ANY BUILDING, STRUCTURES, IMPROVEMENTS OR VEGETATION (OTHER THAN GRASS OR CITY APPROVED PLANTINGS) UPON THE MUE, INCLUDING, BUT NOT LIMITED TO FENCES, WALLS, PATIOS, SHEDS, POSTS, TREES, PLANTS OR SHRUBBERY, EXCEPT AS SHOWN ON THE APPROVED LANDSCAPE PLAN, OR
IV. ALTER, MODIFY OR CHANGE IN ANY WAY THE TOPOGRAPHY OR ELEVATIONS OF THE MUE.
THE CITY SHALL MAINTAIN THE SEWER AND WATER MAINS LOCATED WITHIN THE MUE UP TO AND INCLUDING THE SHUT OFF VALVES, THE MANHOLES, FIRE HYDRANTS AND THE SANITARY SEWER MAIN, BUT NOT INCLUDING THE SERVICE CONNECTIONS AND LATERALS (REFERRED TO AS THE "SYSTEM"). THE CITY'S DUTIES WILL INCLUDE ALL NECESSARY WORK UP TO AND INCLUDING THE BACKFILL STAGE IN THE EVENT OF REPAIR AND REPLACEMENT WORK ON THE SYSTEM.
EACH INDIVIDUAL ENTITY OR OTHER PARTY ACCEPTING TITLE TO ALL OR ANY PART OF THE MUE WILL BE RESPONSIBLE FOR PROMPT, QUALITY RESTORATION OF ALL SURFACE AND ABOVE-GRADE IMPROVEMENTS MEETING OR EXCEEDING THE ORIGINAL CONSTRUCTION REQUIREMENTS OF ALL AREAS IN THE MUE THAT WERE DAMAGED BY THE CITY IN THE PROCESS OF REPAIRING, REPLACING OR CONSTRUCTING THE SYSTEM. THE CITY AGREES TO EXERCISE REASONABLE CARE IN REPAIRS MADE SO AS NOT TO CAUSE UNNECESSARY DAMAGES.
THE MUE IS EXCLUSIVE OF ANY OTHER BLANKET EASEMENT ON THE PROPERTY.

DRAINAGE EASEMENT (DE) PROVISIONS

EACH INDIVIDUAL ENTITY OR OTHER PARTY ACCEPTING TITLE TO ALL OR ANY PART OF THE DRAINAGE EASEMENT (DE) SHALL CONCLUSIVELY BE DEEMED TO HAVE COVENANTED AND AGREED, JOINTLY AND SEVERALLY, TO MAINTAIN THE SURFACE OF THAT PORTION OF THE DE WHICH IS LOCATED ON SUCH PARTY'S PROPERTY SO THAT IT IS IN GOOD AND FUNCTIONAL CONDITION FOR ITS INTENDED PURPOSE AS A STORM WATER DRAINAGE FACILITY (WHICH MAINTENANCE SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE REGULAR SEEDING, WATERING AND MOWING OF ALL LAWNS AND REMOVAL OF ALL OBSTRUCTIONS). EXCEPT AS OTHERWISE EXPRESSLY PERMITTED BY WRITTEN NOTICE FROM THE CITY OF CRYSTAL LAKE.
NO TITLEHOLDER OF ANY PART OR PORTION OF THE DE (OR ANY PARTY ACTING ON BEHALF OF THE TITLEHOLDER) SHALL:
I. INSTALL, CONSTRUCT, ERECT, PLACE OR PLANT ANY BUILDING, STRUCTURES, IMPROVEMENTS OR VEGETATION (OTHER THAN GRASS, CLOSED SUMP PUMP CONNECTIONS AND MAINLINES NOT TO EXCEEDED 6" IN DIAMETER, OR CITY APPROVED PLANTINGS) UPON THE DE, INCLUDING, BUT NOT LIMITED TO WALLS, PATIOS, SHEDS, POSTS, TREES, PLANTS OR SHRUBBERY, EXCEPT AS SHOWN ON THE APPROVED LANDSCAPE PLAN, OR
II. ALTER, MODIFY OR CHANGE IN ANY WAY THE TOPOGRAPHY OR ELEVATIONS OF THE DE, OR
III. OBSTRUCT, ALTER OR MODIFY THE ESTABLISHED DRAINAGE PATTERN FROM OR OVER THE DE.
FENCES MAY BE CONSTRUCTED ON THE DE WITH A PERMIT FROM THE CITY OF CRYSTAL LAKE.

STORMWATER MANAGEMENT EASEMENT (SME) PROVISIONS

EACH INDIVIDUAL ENTITY OR OTHER PARTY ACCEPTING TITLE TO ALL OR ANY PART OF THE STORMWATER MANAGEMENT EASEMENT (SME) 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 SME WHICH IS LOCATED ON SUCH PARTY'S PROPERTY AS A WELL LANDSCAPED, HIGH-QUALITY PARCEL (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 SME FREE OF ALL GRASS CLIPPINGS, LEAVES, OR OTHER RELATED OR FOREIGN MATERIALS.
NO TITLEHOLDER OF ANY PART OR PORTION OF THE SME (OR ANY PARTY ACTING ON BEHALF OF THE TITLEHOLDER) SHALL:
I. INSTALL, CONSTRUCT, ERECT, PLACE OR PLANT ANY BUILDING, STRUCTURES, IMPROVEMENTS OR VEGETATION (OTHER THAN GRASS OR CITY APPROVED PLANTINGS) UPON THE SME INCLUDING, BUT NOT LIMITED TO, FENCES, WALLS, PATIOS, SHEDS, POSTS, TREES, PLANTS OR SHRUBBERY, EXCEPT AS SHOWN ON THE APPROVED LANDSCAPE PLAN EXCLUSIVE OF DRY UTILITY APPURTENANCES AT CITY APPROVED LOCATIONS OR
II. ALTER, MODIFY, OR CHANGE IN ANY WAY THE TOPOGRAPHY OR ELEVATIONS OF THE SME, OR
III. OBSTRUCT, ALTER, OR MODIFY THE ESTABLISHED DRAINAGE PATTERN FROM OR OVER THE SME.
MAINTENANCE OF THE STORM SEWERS AND STORM STRUCTURES WITHIN THE SME SHALL BE THE SOLE RESPONSIBILITY OF THE ASSOCIATION PURSUANT TO THE COVENANTS CONTAINED HEREIN.
IF THE CITY DETERMINES THAT THE HOMEOWNER'S ASSOCIATION IS IN DEFAULT OF SAID MAINTENANCE OBLIGATIONS AND UPON FIVE (5) DAYS NOTICE TO THE HOMEOWNER'S ASSOCIATION SERVED BY CERTIFIED MAIL, THE CITY AND ITS SUCCESSORS AND ASSIGNS SHALL BE GRANTED AN EASEMENT OVER THE AREA DESCRIBED ON THIS DEED RESTRICTION FOR THE RIGHT, PRIVILEGE AND AUTHORITY, WITHOUT OBLIGATION, TO PERFORM SAID MAINTENANCE AND REPAIRS. THE CITY MAY ENTER UPON THE EASEMENT FOR THE PURPOSE OF EMERGENCY REPAIRS.
THE CHARGE OF THE EMERGENCY REPAIRS AND/OR MAINTENANCE IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. THE CITY MAY, AT ITS SOLE ELECTION, RECORD NOTICE OF LIEN WITH THE RECORDER OF DEEDS FOR MCHENRY COUNTY AS DESCRIBED ABOVE AGAINST THE SUBJECT REAL PROPERTY. SAID LIEN SHALL INCLUDE THE APPLICABLE EXPENSE TO THE HOMEOWNER'S ASSOCIATION PLUS ATTORNEY'S FEES AND COURT COSTS. UPON PAYMENT OF SAID LIEN, THE CITY SHALL ISSUE THE APPROPRIATE RELEASE OF LIEN TO THE HOMEOWNER'S ASSOCIATION. IT SHALL NOT BE THE OBLIGATION OF THE CITY TO RECORD THE RELEASE OF THE LIEN BUT SHALL BE THE OBLIGATION OF THE PARTY PROCURING THE RELEASE.

OWNER'S & SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS AN OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.

ALSO, THIS IS TO CERTIFY THAT PROPERTY BEING, SUBDIVIDED AFORESAID, AND TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICTS:

PRAIRIE GROVE 46, CRYSTAL LAKE 47, AND CRYSTAL LAKE 155

DATED THIS _____ DAY OF _____, A.D., 20____.

BY: _____
CALATLANTIC GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY
1700 EAST GOLF ROAD, SUITE 1100
SCHAUMBURG, ILLINOIS 60173

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

_____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF

_____, A.D., 20____, AT _____, ILLINOIS.

_____
NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

APPROVED BY THE CITY COUNCIL OF CRYSTAL LAKE,

ILLINOIS THIS _____ DAY OF

_____, 20_____, A.D.

_____.
MAYOR

_____.
CITY CLERK

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, _____, CHAIRMAN OF THE CRYSTAL LAKE PLANNING AND ZONING COMMISSION, DO HEREBY CERTIFY THAT ON THIS

_____ DAY OF _____,

20____ THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF CRYSTAL LAKE.

_____
CHAIRMAN

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, _____, COUNTY CLERK OF MCHENRY COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT MCHENRY

COUNTY, ILLINOIS, THIS _____ DAY OF

_____, A.D., 20___.

_____.
COUNTY CLERK

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

THIS INSTRUMENT FILED FOR RECORD IN THE RECORDER'S OFFICE OF MCHENRY COUNTY,

ILLINOIS ON THIS _____ DAY OF

_____, A.D., 20_____, AT

_____ O'CLOCK _____.M. AND RECORDED AS

DOCUMENT NUMBER

_____.

_____.
McHENRY COUNTY RECORDER OF DEEDS

GRADING/DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES, SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, A.D., 20____.

_____
PROFESSIONAL ENGINEER

_____
OWNER OR ATTORNEY

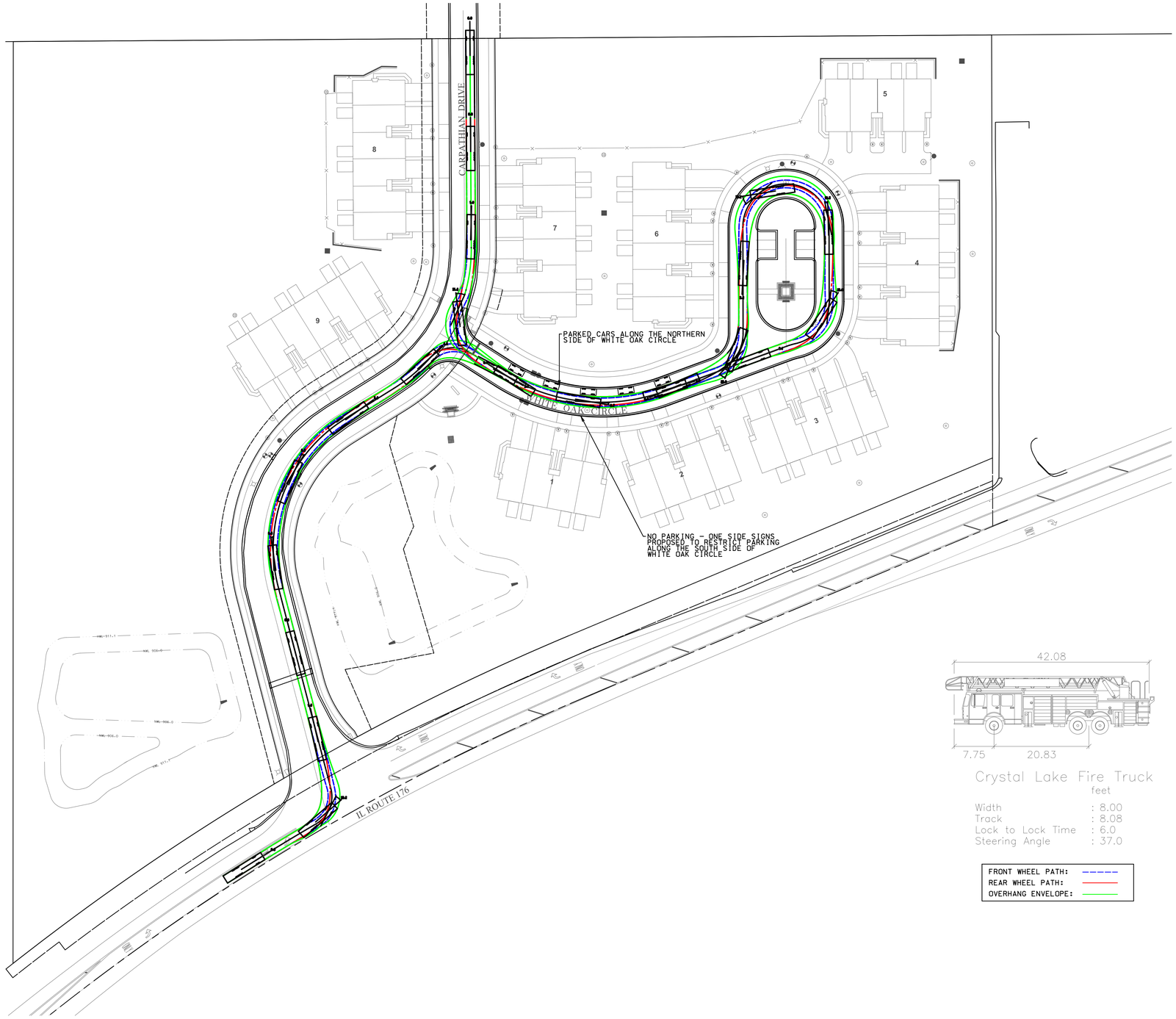
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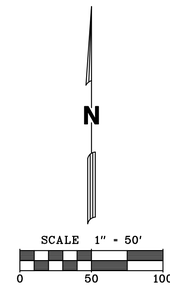
Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:
LENNAR
LENNAR HOMES
1700 E. Golf Road, Suite 1100
Schaumburg, Illinois 60173
Phone: 224.293.3100

DATE	DESCRIPTION OF REVISION	BY
08-04-2023	REVISED PER IDOT AND CITY COMMENTS	MJF

DESIGNED	MTL
DR





Crystal Lake Fire Truck

feet

Width	: 8.00
Track	: 8.08
Lock to Lock Time	: 6.0
Steering Angle	: 37.0

FRONT WHEEL PATH: ------

REAR WHEEL PATH: ——

OVERHANG ENVELOPE: ——

8/8/2023 3:17:02 PM
N:\4445 Lennar\Woodlore Fire Truck Exhibit\Woodlore Fire Truck Exhibit.dgn

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:

LENNAR

1700 E. Golf Road, Suite 1100
Schaumburg, IL 60173
Phone: 224-293-3100
Fax: 224-293-3101

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	MS
DRAWN	MS
APPROVED	MTL
DATE	08/08/2023
SCALE	1"=50'

FIRE TRUCK TURNING RADIUS EXHIBIT
WOODLORE TOWNES COMMUNITY
CRYSTAL LAKE, ILLINOIS

SHEET 1 OF 1

PROJECT NUMBER: 4445

© MACKIE CONSULTANTS LLC, 2023

ILLINOIS FIRM LICENSE 184-002694

Date: 8 August 2023

To: City of Crystal Lake Planning and Economic Development Department

Subject: Public Hearing - PUD for 47-unit townhome development

On 17 Feb 2022 an email was sent to Katie Rivard conveying comments and concerns that members of the Lennar Andare Active Adult Community Men's Club have regarding #PLN-2022-247 Conceptual PUD. This letter reiterates those comments for consideration at the August 16, 2023 Public Hearing

In general, the addition of townhouses to the area is viewed as a very favorable use of that trac of land.

Our concerns relate to potential traffic safety issues on Carpathian Drive, which is the 2-lane access road with two rather sharp curves from IL RT. 176. Carpathian Drive is one of the three access roads to the total Lennar Woodlore development. (The other 2 are from IL RT 31). Carpathian Drive is used by many residents to avoid left turns onto southbound RT 31 from River Birch and the other access road due to high volume of fast-moving traffic. Also, the volume of traffic on Carpathian Drive will certainly increase as more homes are sold in the whole of Lennar Woodlore. Also, when approaching subject buildings on Carpathian Drive from the North there is a blind spot created by the hill under the COM Ed High Lines.

Buildings 7, 8 and 9 of #PLN-2022-247 Conceptual PUD have a total of 18 driveways that exit onto Carpathian Drive. (See attached a rendering of the concept plan). This presents the potential for traffic congestion and accidents as cars back out of driveways onto the access road particularly when traffic is heavier, i.e., rush hour.

We are requesting that these safety concerns/issues be considered by the city planning commission during the approval process and that consideration be given to changing the concept plan to eliminate driveways backing directly on to Carpathian Drive. Also, consideration should be given to designating that section of Carpathian Drive as a "No Parking Zone".

Thank You for your attention to this matter. If you have any questions, please feel free to contact me.

Sincerely,

Ronald Dudek

Woodlore Andare +55 Community – members of Men's Club

Katie Rivard AICP

From: [redacted]
Sent: Monday, August 14, 2023 9:33 PM
To: Elizabeth Maxwell AICP; Katie Rivard AICP; Kathryn Cowlin AICP; Michelle Rentzsch, AICP; Michael Magnussen CBO
Cc:
Subject: Lennar PUD

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

Good evening,
This week a very important request will be coming before committee for approval. That being a multi unit townhome development on Carpathian Drive in the Lennar Woodlore/Andare community. As presented this development is flawed in many ways. The road that the development will feed onto is a well used street that does not have the width to enable safe access from the eighteen units that have driveways directly facing this street. The road currently has poor lighting and curves with blind spots. It is a recipe for disaster.
I would urge the committee to table this agenda item and reschedule to a time when all concerned residents can voice their concerns. The current one hour time allotment does not allow enough time for public comments.
Additionally, I would suggest that this request by Lennar is a perfect time to direct Lennar to complete landscape items that were promise months ago.
I want to thank everyone for your consideration.

Thank you!
Ed Graafsma
1086 Oak Bluff Road
Crystal Lake, ill. 60012

Crystal Lake Planning and Zoning Commission. August 16, 2023

Comments (amended) on: #PLN-2022-247 4262 Route 176 Conceptual PUD

The following comments are based on the proposal reviewed by the Commission on January 18, 2023.

1. **Nine Driveways Connected to Carpathian Dr**

There are two entrances/exits likely used by most residents in the subdivision.

- River Birch Blvd which accesses Illinois Rte 31llinois from the east side of Rte 31
- Carpathian Dr which accesses Illinois Rte 176 from the north side of Rte 176

River Birch Blvd is useful as an entrance to the subdivision if one is traveling north on 31, but it is ***very*** difficult to use to access the rest of Crystal Lake by going south on Rte 31, requiring a left turn across heavy, fast traffic which exists for much of the day.

The other entrance/exit is Carpathian Dr. It is likely used by more residents than is River Birch Blvd to exit the subdivision to access the rest of Crystal Lake. Going to Crystal Lake by this route requires a right turn onto west bound Rte 176. While there is substantial traffic on Rte 176, it is less than on Rte 31 and drivers are not required to cross traffic from both directions while making the right turn.

The east/west portion of River Birch Blvd seems to have been intended to be some type of collector street. There are no private driveways connecting to this portion of River Birch Blvd, only streets. The plan of January 18 shows 9 private driveways connected to Carpathian Dr. Since Carpathian Dr now appears to be one of, if not the major, route in and out of the subdivision, having 9 private driveways connected with Carpathian, a curved street, would seem to present a safety hazard to all concerned.

2. **Pedestrian Access, & Recreation Amenities**

The parcel Lennar is proposing to build on, and indeed our entire existing subdivision, is an island that is not connected to the rest of the city of Crystal Lake by any means other than by driving. There is no safe nonmotorized access to any commercial or retail establishments. Even walking to the Walgreen's on the corner of 176 & 31 would require one to walk on one of these high-traffic roads or to walk in the brush that borders the roads.

The proposal fails to give any consideration to the Crystal Lake Sustainability Committee's initiative no. 1.

> **Sustainability Committee Initiatives**
>
> The Sustainability Committee has been active in the community to promote eco-friendly initiatives, including:
>
> 1. **Drive less and walk, bike, or use transit whenever possible**.
>
> https://www.crystallake.org/your-government/boards-and-commissions/sustainability-committee/resources

The Lennar proposal also does little to support the city's goal of enhancing alternative transportation modes. Chapter 6 of the City's ***comprehensive plan 2030*** states on page 45: "The City supports the idea of having complete streets and recommends sidewalks and bike facilities or multi-use trails along all roadways." Page 46 of the 2030 plan lists actions in support of complete streets: "supporting action 6.1b >> Require new development to pay for its fair share of all transportation modes." https://www.crystallake.org/your-government/departments/community-development/planning-and-economic-development/2030-comprehensive-plan

If the proposal is approved, at the very least, Lennar should be required to do something about the total lack of non-motorized access to the rest of the city, such as paying for a sidewalk or cycle path from Carpathian to the intersection of IL 31 & IL 176. Alternatively, they could provide some safe method of crossing IL 31 at River Birch for access to the businesses on the west side of IL 31. Parcel: 14-27-456-010, is owned by Lennar (or Cal Atlantic) and could provide path access to a crossing at IL 31.

The proposal mentions a tot lot. There are now 2 such lots, both as stated ½ mile from the proposed development. One is surrounded by townhomes, the second one is down a steep hill. There are no walking paths. Since the proposed units are 3 bedroom, it is reasonable to assume there will be children. There should be provisions for their outdoor activities and recreation.

There are some amenities at the Andare at Woodlore clubhouse, but they are owned and maintained privately by the Andare HOA and are not useable by residents of other units of the subdivision. Lennar may not have made this distinction clear to buyers of homes in other units as there have been incidents of unauthorized use despite signs advising the amenities are private property.

Adding 47 units with no provision for paths, park-like spaces and other amenities that all residents can use is not helpful to the existing residents, nor as far as I can see, is it helpful to the city of Crystal Lake as a whole. It will also add at least 47 cars to the traffic already on the subdivision's streets.

The proposed units on the west side of Carpathian Dr. could be foregone and the land used for several different recreational purposes such as a ball field, tennis and pickle ball courts, a basketball court or a playground for younger children. Such a change would also remove 6 drive ways that connect to the major exit street, Carpathian Dr.

Denying the change in zoning could also be of benefit to the subdivision's existing residents if at some point in the future it resulted in desirable and useful retail or commercial businesses on the parcel.

Thank you for considering my comments.

Respectfully submitted,

Dave Smyth

August 8, 2023

Katie Rivard AICP

From: [redacted]
Sent: Wednesday, August 16, 2023 2:44 PM
To: Elizabeth Maxwell AICP; Kathryn Cowlin AICP; Katie Rivard AICP; Michelle Rentzsch, AICP;
Subject: Lennar PUD additional info.

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

Good Afternoon,

There is a good chance that unfortunately I will not be back into Crystal Lake until after the meeting. I believe that the following information will solidify my beliefs that having direct driveway access onto Carpathian is a bad idea. Carpathian is a major access road into and out of the subdivision. The width of the road is 25' gutter to gutter or 27' curb to curb. If a vehicle would park on the roadway on one side there is barely enough room for traffic to pass by. This is dangerous especially in the turns for an access road.
In comparison, River Birch Blvd. is 19 ' gutter to gutter EACH direction with a median separation between. This runs from just east of route 31 to Black Cherry with NO private access from the townhomes. River Birch does reduce in width once it has tuned northbound and there is some private driveway access once the road intersects with Glengary.
It should also be noted that most of the residential streets are 25' gutter to gutter but again not a direct access road. Still a Bad idea creating dangerous conditions.

Thank you!
Ed Graafsma
1086 Oak Bluff Road
Crystal Lake, 60012

To: City of Crystal Lake Planning and Economic Development Department

Subject: August 16,2023 Public Hearing - PUD for 47-unit townhome development

Public Hearing Location: 100 West Woodstock St. City Hall Council Chambers

Time 7:00 PM

On 17 Feb 2022, an email was sent to Katie Rivard conveying concerns that members of the Lennar Andare Active Adult Community Men's Club have regarding #PLN-2022-247 Conceptual PUD. This letter reiterates those comments for consideration at the August 16, 2023, Public Hearing

In general, most residents view the addition of townhouses to the area as a very favorable use of that trac of land.

Our concerns relate to potential traffic safety issues on Carpathian Drive, which is the 2-lane access road from IL RT. 176 with two sharp curves. Carpathian Drive is one of the three access roads to the total Lennar Woodlore development. (The other two are from IL RT 31).

Carpathian Drive is used frequently by residents to avoid left turns onto southbound RT 31 from River Birch and the other access road due to the high volume of fast-moving traffic. The traffic volume on Carpathian Drive will certainly increase as more homes are sold in the whole of Lennar Woodlore. Additionally, there is a blind spot when approaching subject development on Carpathian Drive from the North created by the hill under the COM Ed High Tension Lines.

Buildings 7, 8 and 9 of #PLN-2022-247 Conceptual PUD have a total of 18 driveways that exit directly onto Carpathian Drive. (See attached a rendering of the concept plan). The potential for traffic congestion and accidents as cars back out of driveways onto the access road is a major concern particularly when traffic is heavy, i.e., during rush hour.

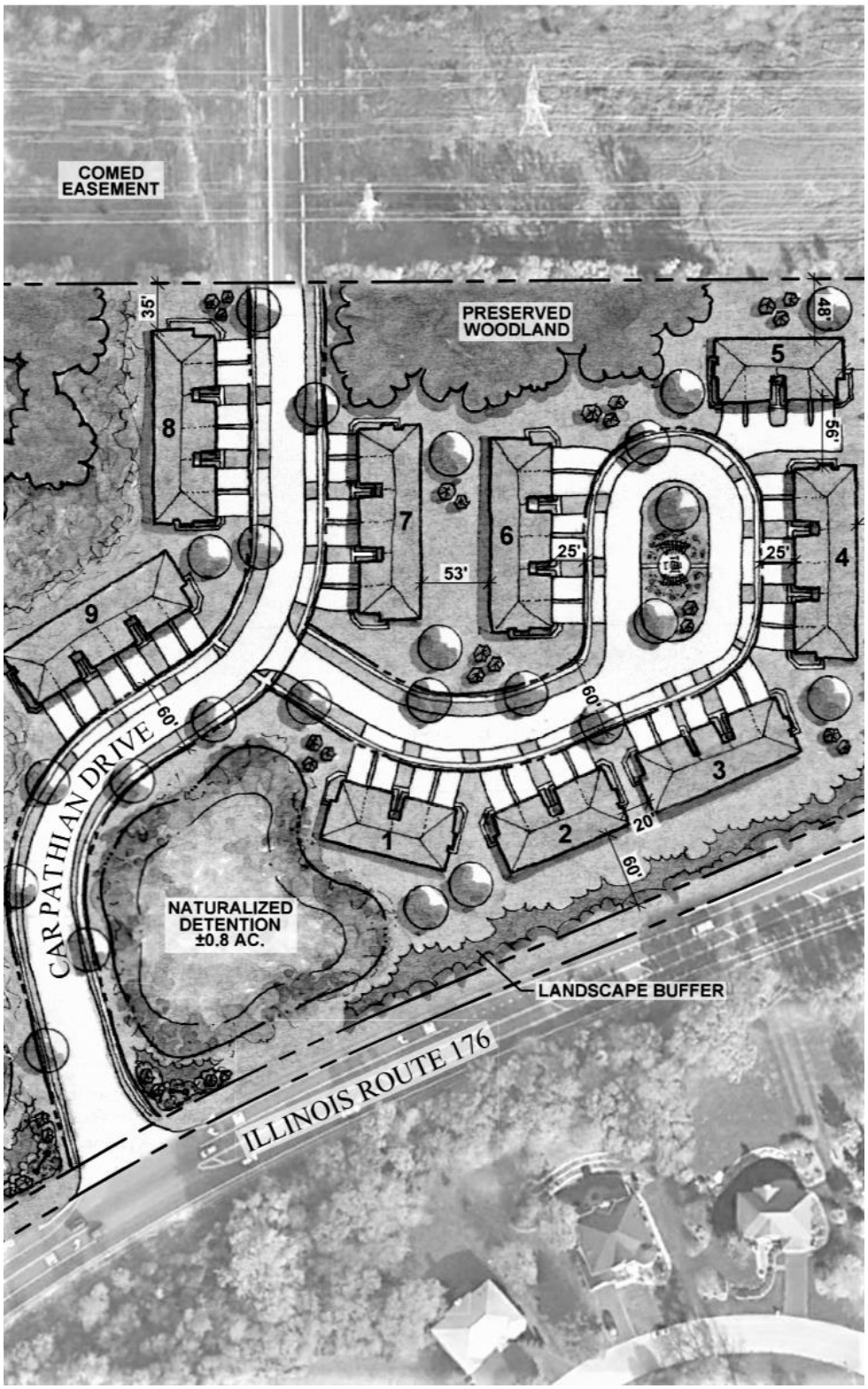
We request that these safety concerns be assessed by the city planning commission during the approval process and that consideration be given to

- **changing the concept plan to eliminate driveways backing directly on to Carpathian Drive**
- **designating that portion of Carpathian Drive as a "No Parking Zone."**

Ronald Dudek

Woodlore Andare +55 Community – members of Men's Club

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crystallake.org



Date: 30 August 2023

To: City Counsel of Crystal Lake

Opposition to PUD & Proposed Revised PUD

At the August 16, 2023, planning and development meeting opposition to the subject PUD was voiced by residents in the Lennar Andare Community. Major concerns that were expressed focused on potential safety issues and problems that are caused by having a total of 18 driveways that exit directly on to Carpathian Drive, one of the two access roads into the Lennar Woodlore Development.

Attached is a proposed revision of the original PUD that would reduce the number of driveways exiting directly onto Carpathian Drive by 10 - from 18 to 8. (Original plan is also attached for reference)

The revision recommendation includes.

- Rotate **Building #7** 180 degrees so that the driveways face east and exit via a dedicated driveway. (Minus 6 driveways that exit onto Carpathian)
- Reduce the number of units in ***Building #8*** from 6 to 4 (minus 2 driveways that exit onto Carpathian)
- Reduce the number of units in **Building #9** from 6 to 4 (minus 2 driveways that exit onto Carpathian)

The revision would

- Significantly reduce the risk of accidents caused by cars backing directly onto Carpathian Drive
- Reduce anticipated traffic congestion.
- Improve safety for pedestrians and children.
- Mitigate problems with snow removal.

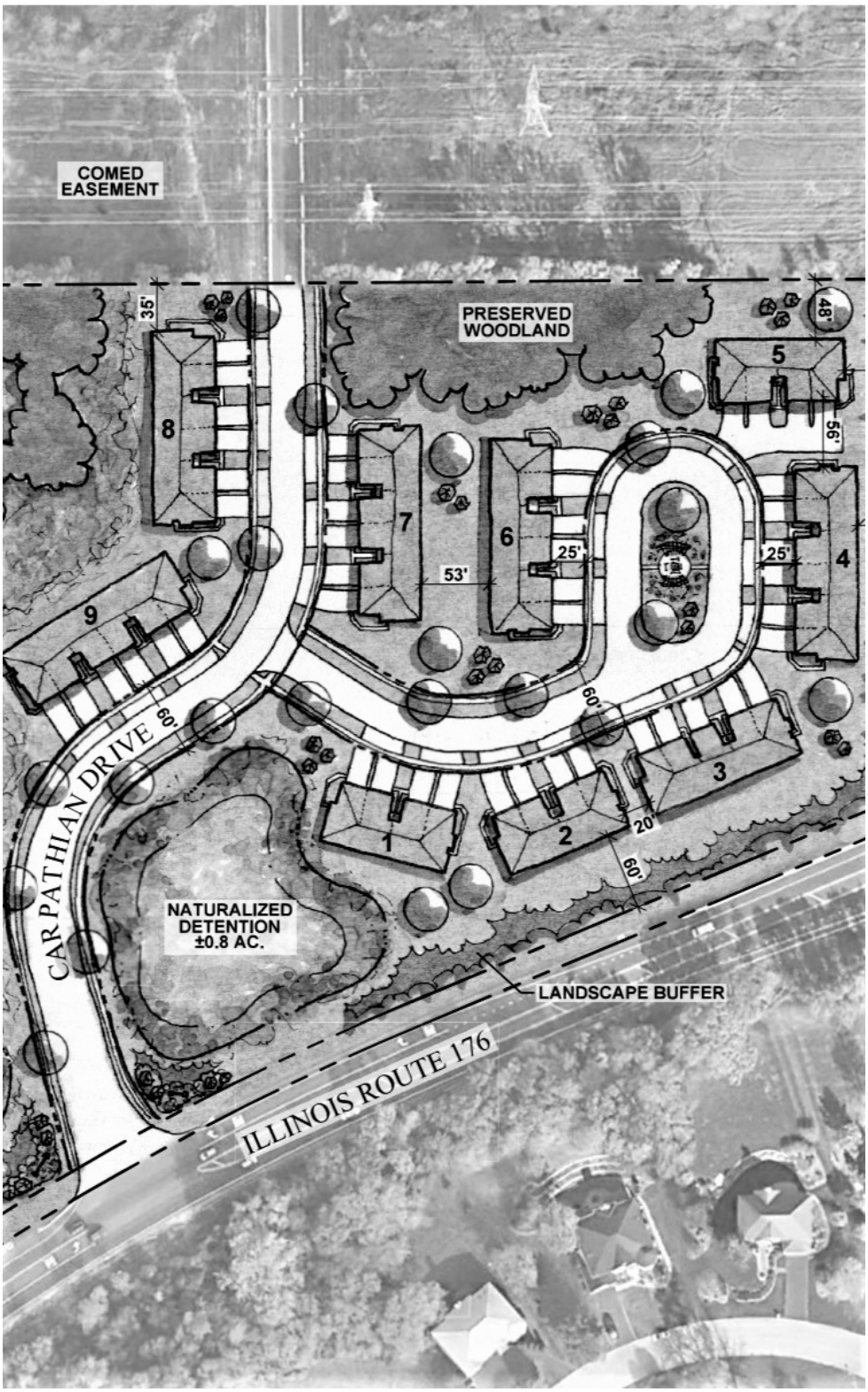
We respectfully request that the original PUD not be approved and that a revised PUD incorporating the above changes be pursued.

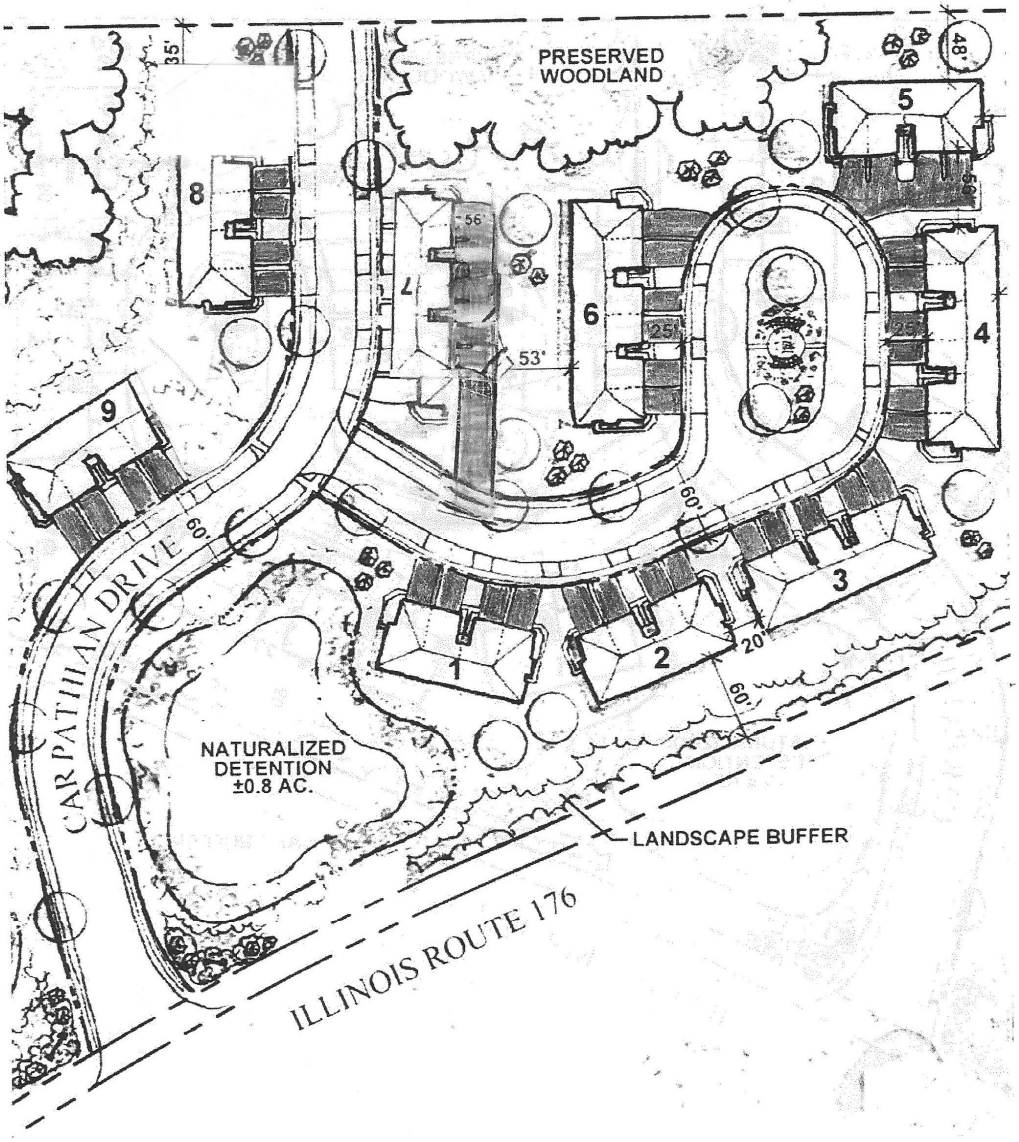
Sincerely

Ronald Dudek

Woodlore Andare Resident

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crystallake.org




PRESERVED
WOODLAND
35'
48'
5
8
56'
7
6
25'
53'
4
9
60'
60'
3
1
2
20'
60'
NATURALIZED
DETENTION
±0.8 AC.
CARPATHIAN DRIVE
LANDSCAPE BUFFER
ILLINOIS ROUTE 176

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Storage of America

Requests:

1. Rezoning from E Estate to M PUD Manufacturing
2. Comprehensive Land Use Map Amendment from Commerce to Industry
3. Preliminary Planned Unit Development to allow multiple buildings on a zoning lot
3. Special Use Permit for Self-Storage
4. Variation from the SUP criteria requiring installation of landscape at the ends of each building
5. Deferral from the requirement to bury the overhead utility lines until there is an area wide program

Petitioner: Tom Fitzpatrick, petitioner
439 E. Terra Cotta Avenue

PZC Recommendation: To deny the petitioner's requests.

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

Background:

- The property is a vacant parcel annexed in 2016. When properties are annexed, they are zoned Estate.
- The petitioner is looking to develop the property as self-storage. Self-Storage is a Special Use in the Manufacturing zoning district.
- This requires that the petitioner request rezoning the property to Manufacturing, amending the Comprehensive Land Use Amendment from Commerce to Industry, receiving a Preliminary Planned Unit Development for multiple buildings on a zoning lot, receiving a Special Use Permit for self-storage, receiving a variation from the requirement to install landscape at the ends of the buildings, and a deferral from the requirement to bury the overhead utility lines.

- Site Plan:
  - The site driveway is from Route 176.
  - The access drives around the site meet all the fire truck turning requirements.
  - Complies with impervious surface coverage and setbacks.
  - Three parking spaces are provided by the kiosk. The proposal does not include an office space for employees.

- Landscape Plan:
  - The project will be installing the required street trees, the required landscape buffer along Route 176 and the required landscape buffer between manufacturing property and commercial property.
  - Additional landscape will need to be added or the fence detail changed to a solid fence in order to comply with the screen requirement for self-storage.

- Elevations:
  - The buildings are metal unheated self-storage buildings.
  - Any building facades facing Route 176 will be clad with Affinity Stone Siding colored Glacier.
  - The buildings will be white with blue overhead doors.

  The petitioner has confirmed that the upgraded masonry elevations will face the funeral home and Route 176. This includes buildings 2, 7 and the customer kiosk.

- Engineering Plans:
  - Full engineering plans including all detailed calculations are required to be submitted for Final PUD.
  - The basin illustrated is likely not large enough to accommodate the stormwater and revisions to the site plan will be required.
  - After full engineering is reviewed by staff, the petitioner will come back with a Final PUD request.

PZC Highlights:

- The Planning and Zoning Commission did not feel this was the right location for self-storage.
- The PZC found that this request did not meet the Findings of Fact.

The PZC recommended **denial (4-3)** of the petitioner's request for the Rezoning, Comprehensive Land Use Plan Amendment, Preliminary Planned Unit Development, Variation, and Deferral

If the Council choses to approve the petitioner's request, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Fitzpatrick, received 06/22/23)
   B. Site Plan (Gresham Smith, dated 07/27/23, received 07/27/23)
   C. Landscape Plan (Gresham Smith, dated 07/27/23, received 07/27/23)
   D. Elevations (SY Design, dated 06/12/23, received 06/22/23)
   E. Grading Plan (Gresham Smith, dated 07/27/23, received 07/27/23)
   F. Fence Detail (American Fence, dated 02/15/23, received 06/22/23)
   G. Survey (American National, undated, received 06/22/23)

2. Revise fence to solid wooden or PVC fence style.

3. Provide full engineering for staff review for Final PUD.

4. Provide a detail of the kiosk for Final PUD.

5. Provide a final landscape plan with species, size and locations identified, as well as, a tree removal survey.

6. Provide a photometric plan for Final PUD.

7. Signage must comply with UDO Section 4-1000. Provide a sign package for Final PUD.

8. The petitioner shall be required to participate in an area wide program for the burial of the overhead utility lines, should the City undertake one.

9. The petitioner shall address all of the review comments and requirements of the City Departments of Public Works, Fire Rescue, Engineering, and Community Development and the City's Stormwater Consultant.

Votes Required to Pass: A simple majority.
(The simple majority is required since the denial was not passed by a 2/3rds majority of the Planning and Zoning Commission members or a unanimous vote if only four were present.)

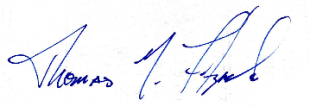
Acknowledgement Form

Regarding the Rezoning, Comprehensive Land Use Amendment, Preliminary PUD , Special Use Permit and Variation at 439 E. Terra Cotta for Storage of America. Please check one of the choices and sign below.

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

X 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:

_The stormwater outlet comments by staff engineering. It appears the water once flowed south of the parking lot of Davenport Family Funeral home in a westerly direction, however due to recent property improvements to the light industrial use south of said funeral home and the light industrial building west of this property, the grading was such that any swale, ditch or grading pattern may have been interrupted. There is a significant water course or pond approximately 70 west of our westerly property line and south of the Davenport Family Funeral home.

Petitioner's Name:  Date: _8/28/2023_

Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Fitzpatrick, received 06/22/23)
   B. Site Plan (Gresham Smith, dated 07/27/23, received 07/27/23)
   C. Landscape Plan (Gresham Smith, dated 07/27/23, received 07/27/23)
   D. Elevations (SY Design, dated 06/12/23, received 06/22/23)
   E. Grading Plan (Gresham Smith, dated 07/27/23, received 07/27/23)
   F. Fence Detail (American Fence, dated 02/15/23, received 06/22/23)
   G. Survey (American National, undated, received 06/22/23)

2. Revise fence to solid wooden or PVC fence style.

3. Provide full engineering for staff review for Final PUD.

4. Provide a detail of the kiosk for Final PUD.

5. Provide a final landscape plan with species, size and locations identified, as well as, a tree removal survey.

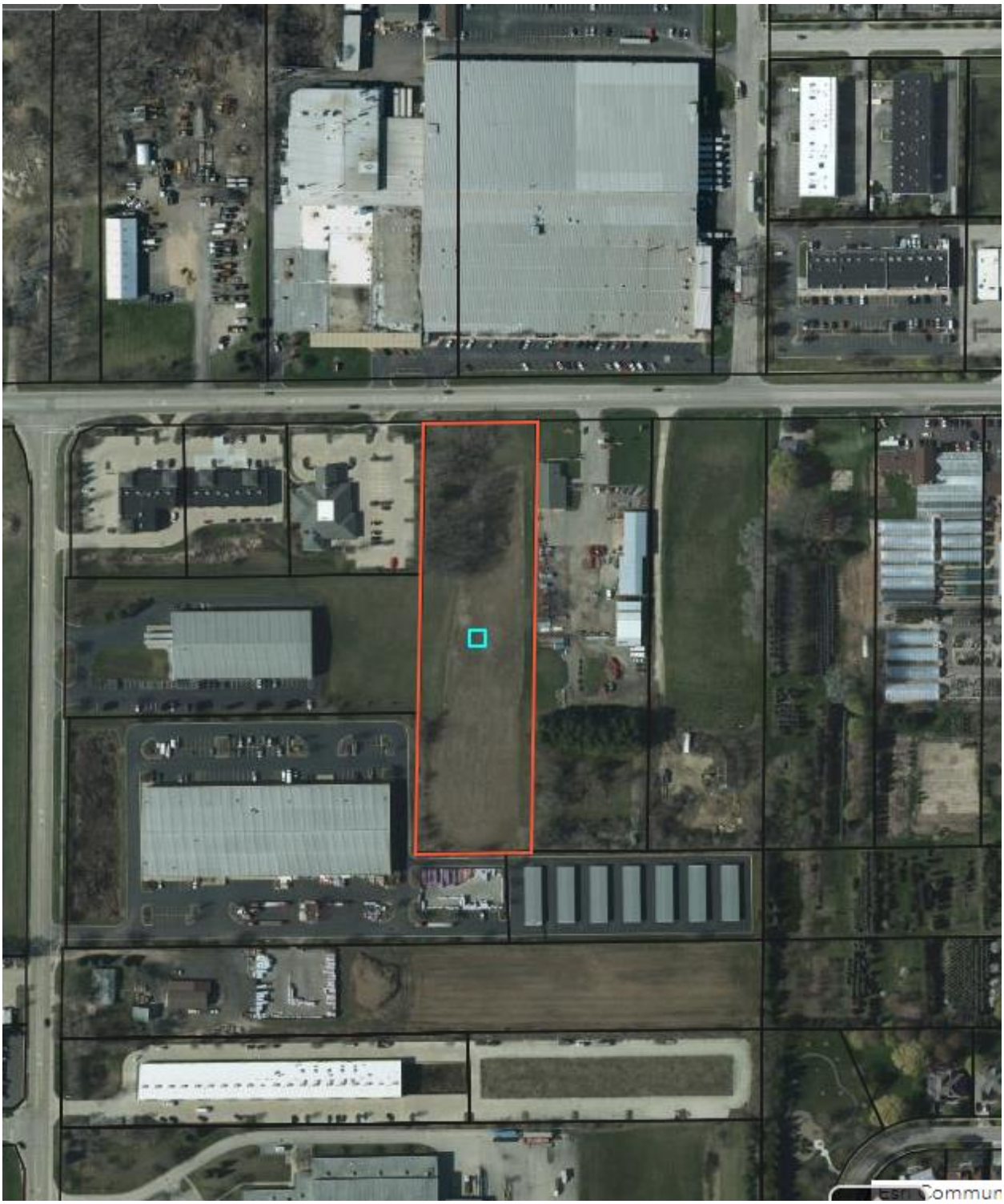
6. Provide a photometric plan for Final PUD.

7. Signage must comply with UDO Section 4-1000. Provide a sign package for Final PUD.

8. The petitioner shall be required to participate in an area wide program for the burial of the overhead utility lines, should the City undertake one.

9. The petitioner shall address all of the review comments and requirements of the City Departments of Public Works, Fire Rescue, Engineering, and Community Development and the City's Stormwater Consultant.

PIQ MAP
439 E. Terra Cotta Avenue



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A COMPREHENSIVE LAND USE PLAN AMENDMENT FROM COMMERCE TO INDUSTRY, REZONING FROM ESTATE TO MANUFACTURING, A PRELIMINARY PLANNED UNIT DEVELOPMENT AND SPECIAL USE PERMIT TO ALLOW SELF-STORAGE, A VARIATION FROM THE REQUIREMENT TO INSTALL LANDSCAPE ISLANDS AT THE ENDS OF THE BUILDINGS AND A DEFERRAL FROM THE REQUIREMENT TO BURY THE OVERHEAD UTILITY LINES FOR STORAGE OF AMERICA AT 439 E. TERRA COTTA AVENUE

Draft

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-142) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Comprehensive Land Use Map Amendment from Commerce to Industry, Rezoning from E Estate to M PUD Manufacturing, Preliminary Planned Unit Development to allow multiple buildings on a zoning lot, Special Use Permit for Self-Storage, Variation from the SUP criteria requiring installation of landscape at the ends of each building, and Deferral from the requirement to bury the overhead utility lines until there is an area wide program for Storage of America at 439 E. Terra Cotta Avenue; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on July 29, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on August 16, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Comprehensive Land Use Plan Amendment, Rezoning, Preliminary Planned Unit Development, Special Use Permit, Variation and Deferral of overhead utility burial; and

WHEREAS, on August 16, 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 Comprehensive Land Use Plan Amendment, Rezoning, Preliminary Planned Unit Development, Special Use Permit, Variation and Deferral of overhead utility burial for Storage of America be denied, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Comprehensive Land Use Plan Amendment, Rezoning, Preliminary Planned Unit Development, Special Use Permit, Variation and Deferral of overhead utility burial be issued as requested in said Petition.

Ord. No.
File No.

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

Section I: That a Final Planned Unit Development Amendment for Comprehensive Land Use Map Amendment from Commerce to Industry, Rezoning from E Estate to M PUD Manufacturing, Preliminary Planned Unit Development to allow multiple buildings on a zoning lot, Special Use Permit for Self-Storage, Variation from the SUP criteria requiring installation of landscape at the ends of each building, and Deferral from the requirement to bury the overhead utility lines until there is an area wide program for Storage of America at 439 E. Terra Cotta Avenue, (14-33-401-003), Crystal Lake, Illinois is hereby approved.

Section II: Said Final Planned Unit Development Amendment is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Fitzpatrick, received 06/22/23)
   B. Site Plan (Gresham Smith, dated 07/27/23, received 07/27/23)
   C. Landscape Plan (Gresham Smith, dated 07/27/23, received 07/27/23)
   D. Elevations (SY Design, dated 06/12/23, received 06/22/23)
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2. Revise fence to solid wooden or PVC fence style.

3. Provide full engineering for staff review for Final PUD.

4. Provide a detail of the kiosk for Final PUD.

5. Provide a final landscape plan with species, size and locations identified, as well as, a tree removal survey.

6. Provide a photometric plan for Final PUD.

7. Signage must comply with UDO Section 4-1000. Provide a sign package for Final PUD.

8. The petitioner shall be required to participate in an area wide program for the burial of the overhead utility lines, should the City undertake one.

Draft

9. The petitioner shall address all of the review comments and requirements of the City Departments of Public Works, Fire Rescue, Engineering, and Community Development and the City's Stormwater Consultant.

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 Comprehensive Land Use Plan Amendment, Rezoning, Preliminary Planned Unit Development, Special Use Permit, Variation and Deferral of overhead utility burial 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 5th day of September 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: September 5, 2023
Approved: September 5, 2023

Draft

#2023-142 Storage of America
439 E. Terra Cotta Avenue – Rezoning, Preliminary Planned Unit Development, Special Use Permit, Comprehensive Land Use Map Amendment and Variations for a Self-Storage
Project Review for Planning and Zoning Commission

Meeting Date: August 16, 2023

Requests:

1. Rezoning from E Estate to M PUD Manufacturing.
2. Comprehensive Land Use Map Amendment from Commerce to Industry
3. Preliminary Planned Unit Development to allow multiple buildings on a zoning lot
3. Special Use Permit for Self-Storage
4. Variation from the SUP criteria requiring installation of landscape at the ends of each building
5. Deferral from the requirement to bury the overhead utility lines until there is an area wide program.

Location: 439 E. Terra Cotta Avenue

Acreage: Approximately 22 acres

Existing Zoning: E Estate (vacant)

Proposed Zoning: M PUD Manufacturing Planned Unit Development

Surrounding Properties:
North: M Manufacturing
South: M PUD Manufacturing
East: M-L PUD Manufacturing Limited
West: B-2 PUD General Commercial, M and M PUD Manufacturing

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The property is vacant and was annexed in 2016. When properties are annexed they are zoned Estate.

- The property is surrounded by other commercial and storage uses to the west, south and east, with commercial along the Route 176 frontage to the west.
- Self-Storage requires a Special Use Permit in the Manufacturing zoning district. There are five SUP criteria and the petitioner is requesting a variation from the landscape requirement.

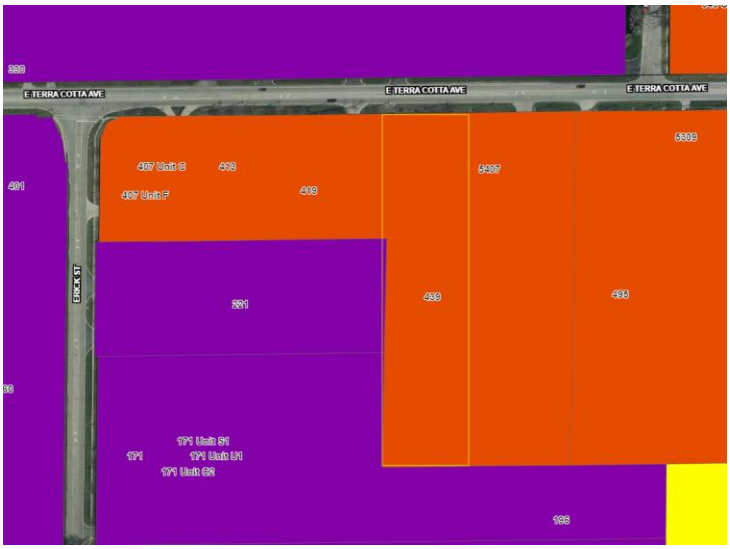
Development Analysis:

General

- Requests:
  - Rezoning from E Estate to M PUD with a Special Use Permit to allow Self-Storage.
  - Comprehensive Land Use Plan Amendment from Commerce to Industry.
  - A Preliminary Planned Unit Development and Special Use Permit to allow self-storage.
  - Variation from the SUP criteria from the requirement to plant landscape at the ends of the buildings.

- Zoning: The site is zoned E Estate Residential. The property was annexed involuntarily and brought in as E Estate. The requested zoning is M PUD Manufacturing. This is an appropriate zoning for the self-storage use.

- Land Use: The land use map shows the area as Commerce. The petitioners are requesting to amend the map to Industry. This land use designation is appropriate for this use.



- Site Plan:
  - The site driveway is from Route 176.
  - The access drives around the site meet all the fire truck turning requirements.
  - Complies with impervious surface coverage and setbacks?

- Three parking spaces are provided by the kiosk. The proposal does not include an office space for employees.

- Landscape Plan:
  - The project will be installing the required street trees, the required landscape buffer along Route 176 and the required landscape buffer between manufacturing property and commercial property.
  - Additional landscape will need to be added or the fence detail changed to a solid fence in order to comply with the screen requirement for self-storage.

- Elevations:
  - The buildings are metal unheated self-storage buildings.
  - Any building facades facing Route 176 will be clad with Affinity Stone Siding colored Glacier.
  - The buildings will be white with blue overhead doors.

- Engineering Plans:
  - Full engineering plans including all detailed calculations are required to be submitted for Final PUD.
  - The basin illustrated is likely not large enough to accommodate the stormwater and revisions to the site plan will be required.
  - After full engineering is reviewed by staff, the petitioner will come back with a Final PUD request.

Findings of Fact:

Comprehensive Land Use Plan Amendment

Amendment from the existing Comprehensive Land Use Plan designation of Commerce to allow Industry. Industry would be the appropriate designation for the M zoning district and the proposed storage use.

Rezoning

- The property is currently zoned E Estate.
- The property would be rezoned to M PUD Manufacturing. The Manufacturing zoning criteria are:
  - ✓ General: This district is for "clean" (low environmental impact) industrial uses that are compatible with neighboring residential, office, and commercial districts.
  - ✓ Character: This district is characterized by large-scale buildings, exterior storage of materials, and/or exposed equipment. To mitigate impacts on the City's visual character and to ensure a high-quality industrial park setting, landscape buffers, architectural and design controls are established.
  - ✓ Uses: This district is intended to provide for heavy industrial uses with high nuisance potential.

Criteria for Rezoning

(a) The existing uses and zoning of nearby property.

☐ *Meets* ☒ *Does not meet*

(b) The extent to which property values are diminished by a particular zoning classification or restriction.

☐ *Meets* ☒ *Does not meet*

(c) The extent to which the destruction of property value of a petitioner property owner promotes the health, safety, morals or general welfare of the public.

☐ *Meets* ☒ *Does not meet*

(d) The relative gain to the public as opposed to the hardship imposed on a petitioning property owner.

☐ *Meets* ☒ *Does not meet*

(e) The suitability of the subject property for its zoned purposes.

☐ *Meets* ☒ *Does not meet*

(f) The length of time the property has been vacant as zoned, considered in the context of land development in the area.

☐ *Meets* ☒ *Does not meet*

(g) The Comprehensive Plan designation and the current applicability of that designation.

☐ *Meets* ☒ *Does not meet*

(h) The evidence or lack of evidence, of community need for the use proposed.

☐ *Meets* ☒ *Does not meet*

Special Use Permit
Preliminary Planned Unit Development

The petitioner is requesting approval of a Special Use Permit Preliminary/Final Planned Unit Development and Special Use Permit to allow a Freight Terminal with Outside Storage as an Accessory Use. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

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

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

☐ *Meets* ☒ *Does not meet*

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

   ☐ *Meets* ☒ *Does not meet*

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

   ☐ *Meets* ☒ *Does not meet*

4. The use will not negatively impact traffic circulation.

   ☐ *Meets* ☒ *Does not meet*

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

   ☐ *Meets* ☒ *Does not meet*

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

   ☐ *Meets* ☒ *Does not meet*

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

   ☐ *Meets* ☒ *Does not meet*

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

   ☐ *Meets* ☒ *Does not meet*

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

   ☐ *Meets* ☒ *Does not meet*

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

    ☐ *Meets* ☒ *Does not meet*

In addition PUDs must also meet the standards in Section 4-500 C. Development Standards and 4-500 D. 1 Additional standards for Planned Unit Developments Commercial PUDs.

1. Implements the vision and land use policies of the Comprehensive Plan.

   ☐ Meets ☒ Does not meet

2. Shall not result in substantial adverse effect on adjacent property, natural resources, infrastructure, public sites or other matter of public health, safety and welfare.

   ☐ Meets ☒ Does not meet

3. PUDs must provide transitional uses to blend with adjacent development.

   ☐ Meets ☒ Does not meet

4. PUD phases must be logically sequenced.

   ☐ Meets ☒ Does not meet

5. The density and intensity of a PUD shall be in accordance with the Comprehensive Plan.

   ☐ Meets ☒ Does not meet

6. All dimensional standards shall be listed within the PUD plan if they do not meet the Ordinance minimum standards.

   ☐ Meets ☒ Does not meet

7. The responsible parties for all on-site and other required public improvements shall be established and a utility plan indicating all proposed easements shall be provided.

   ☐ Meets ☒ Does not meet

8. Any private infrastructure shall comply with the city standards.

   ☐ Meets ☒ Does not meet

9. The PUD plan shall establish the responsibility of the applicant/developer.

   ☐ Meets ☒ Does not meet

10. A bond or letter of credit shall be posted to cover required fees or public improvements.

    ☐ Meets ☒ Does not meet

Self-Storage, mini warehouses. Self-Storage and mini-warehouse uses must comply with the following standards:

1. General: No business activity other than the rental of storage units shall be conducted on the premises. The storage of hazardous, toxic or explosive substances, including, but not limited to hazardous waste, industrial solid waste, medical waste, municipal solid waste, septage or used oil is prohibited.

   ☐ *Meets* ☒ *Does not meet*

2. Site layout: Buildings shall be situated such that the doorways or access points are facing away from the yards abutting street right of way.

   ☐ *Meets* ☒ *Does not meet*

3. Screening: An eight-foot-tall solid screen consisting of a solid wooden fence in accordance with the provision of Section 4-700, Fences, walls and screening, or opaque landscape along the perimeters of the property in accordance with the provisions of Section 4-400 Landscape and screening standards, shall be provided.

   ☐ *Meets* ☒ *Does not meet*

   Additional landscape will need to be added or the fence detail changed to a solid fence.

4. Landscaping: Landscaping shall be provided within a minimum five-foot wide landscape beds along the foundations of the ends of the storage buildings in accordance with the provisions of Section 4-400 Landscaping and screening standards.

   ☐ *Meets* ☒ *Does not meet*

   The petitioner is requesting a variation from this criterion as they have five-foot deep end storage units on the ends of the buildings so they cannot place landscape there.

5. Security: Security lighting shall be provided to safely illuminate all areas of the facility. The use of photocell units and motion sensors is encouraged as a means of saving energy. If overnight security personnel will be staying at the facility, provide details regarding the location of the proposed residence. Appropriate utilities to service the unit shall be provided. No more than one overnight unit shall be provided per facility.

   ☐ *Meets* ☒ *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use – Industry

Goal: Supporting manufacturing uses within the community, which contribute to the regional and local economy and Crystal Lake's live, work, play philosophy.

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 (Fitzpatrick, received 06/22/23)
   B. Site Plan (Gresham Smith, dated 07/27/23, received 07/27/23)
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8. The petitioner shall be required to participate in an area wide program for the burial of the overhead utility lines, should the City undertake one.

9. The petitioner shall address all of the review comments and requirements of the City Departments of Public Works, Fire Rescue, Engineering, and Community Development and the City's Stormwater Consultant.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Storage of America

Action Requested

☐ **Administrative Variation**

Petitioner Information

Name: Tom Fitzpatrick, P.E.

Address: 1201 E. 5th Street

Anderson, IN 46012

Phone: 616-209-2162

Fax:

E-mail: tfitzpatrick@storageofamerica.com

Owner Information (if different)

Name: Grethe Christensen TR

Address: 1305 Lake Drive

Daniels, WV 25832

Phone: 304-673-4495

Fax:

E-mail: mac.cavensdish@gmail.com

Property Information

Project Description: Rezone and P.U.D of a 3.96 acre tract PIN # 14-33-401-003. Existing zoning is E-Estate. Need to rezone to M-Manufacturing for a storage unit development.

Project Standard of Approval Being Applied for:

☐ The petitioner is performing maintenance, on a legally permitted structure, which may include removal and replacement, but shall not increase the nonconformity.

☐ The improvement is to meet a building code requirement; such as a stoop or landing for egress purposes that would encroach into the setback, provided the improvement is the minimum necessary to meet the code.

☐ The construction of an accessory structure (deck, fence, etc.) which does not increase the nonconformity as established by the principal structure (e.g., A deck may be constructed off the rear of the house, provided it does not extend farther into the setback than the farthest point of the house. A fence, which does not meet the setback requirement for the proposed height, may be constructed, provided it does not extend farther into the setback than the house.)

☐ The addition/enlargement to a nonconforming structure which does not increase the nonconformity into the setback, as established by the farthest point of the existing structure.

☐ The variation is the result of right-of-way taking.

☐ The minimum parking space requirements of Section 4-200 cannot be met and if one of the following is met:

- ☐ The parking requirements of a specific use or development necessitate fewer parking spaces than required by this Ordinance. In support of such request, the applicant must present a trip generation and parking demand study or such other information deemed to be reliable by the Zoning Administrator which demonstrates the reduced parking demand for the development.
- ☐ For existing buildings in the Downtown District and Virginia Street Corridor, when a change of use to a more intensive use makes compliance with the required number of parking spaces impossible because of specific site constraints, the applicant may request to reduce the required number of off-street parking spaces.

Project Address/Location: 439 E. Terra Cotta Avenue, Crystal Lake, IL 60014

PIN Number(s): 14-33-401-003

Development Team

Please include address, phone, fax and e-mail

Developer: Thomas M. Fitzpatrick,VP Dev. Storage of America, 1201 E. 5th Street, Anderson, IN 616-209-2162, tfitzpatrick@storgaeofamerica.com

Architect: Engineer: Gresham Smith, Michael D. Hunkler, P.E. 222 Second Avenue South, Suite 1400, Nashville, TN, 615-770-8156, mike.hunkler@greshamsmith.com

Attorney: _____

Other: _____

Signatures

Thomas M. Fitzpatrick, VP Development Storage of America 6/20/2023

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.

Please see attached purchase agreement

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.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, AUGUST 16, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER
On roll call, members, Greenman, Gronow, Mason, Repholz, Skluzacek, Smith and Teetsov and were present.

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

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

2023-142 – 439 E. TERRA COTTA AVENUE – STORAGE OF AMERICA – REZONING, COMPREHENSIVE LAND USE MAP AMENDMENT, PRELIMINARY PUD, SPECIAL USE PERMIT AND VARIATIONS – PUBLIC HEARING
Rezoning from E Estate to M PUD Manufacturing, a Comprehensive Land Use Map Amendment from Commercial to Industry, a Preliminary Planned Unit Development and Special Use Permit to allow a self-storage, mini-warehousing with a variation from the requirement to install landscape at the ends of buildings.

Tom Fitzpatrick, Vice President, representing Storage of America was present to represent the request. He said their company is celebrating their 20th anniversary and this would be their 37th site. This site would allow for 47,000 square feet of storage. This is a great community and there is a need for storage providers. They will sprinkle the units per the fire code. They will have down lighting and minimum lighting. The building and fencing will screen the site and provide security. There is a kiosk for customers and a live person that works from home appears on the screen to assist. They typically see six to seven visitors during peak hours so this is a very low intensity use.

Mr. Greenman opened the public hearing.

Mr. Jack Davenport, from Davenport Funeral Home at 419 E. Terra Cotta Avenue, spoke against this request. He said storage is not a good fit for the area. He did not want a use that could disturb his customers.

There being no one else to speak, Mr. Greenman closed the public hearing. He turned it over to the petitioner.

Mr. Fitzpatrick said they would have a simulated stone façade that would face the funeral home. This is a quiet use and would not disturb the neighbors. There is storage uses all around them.

Ms. Teetsov said this was not the best location and did not want manufacturing zoning here.

Ms. Repholz said she did not want manufacturing here.

Mr. Smith said this is the wrong location for storage.

Ms. Mason was concerned with the traffic on Route 176. She did not want another business there.

Mr. Gronow was ok with the manufacturing zoning given the other manufacturing in the area. He was not supportive of the Special Use Permit for storage. Storage is not a desired use.

Mr. Skluzacek was ok with the rezoning and with the Special Use.

Mr. Greenman asked if they can mitigate any of these concerns he could support it.

Mr. Fitzpatrick said there is already storage next door with Ed's Rental and everything they keep outside all over the lawn. This would be a good quiet buffer from that use to the funeral home. His property would not even look like a storage use. The upgraded elevations would look nice, plus the solid screening with the fence and the landscape around the perimeter. He knows this will be a nice addition to the City.



BUILDING #7 TO HAVE BRICK FACADE ON 3 SIDES

BUILDING #2 TO HAVE BRICK FACADE ON 3 SIDES

8' HIGH, SOLID WOOD SECURITY FENCE (TYP.)

Erick Street
East Right of Way Line

41.03' Rec.

35.70' Rec.

596.38' Rec.

Lot 1
Wolfs Erick Street Sub.
Doc. 2003R0166012

Lot 3
Erick Street Commons Sub.
Doc. 2016R0034791

14-33-401-006
Unsubdivided
Owner: Sequoia Precision Capital, LLC

Owner: 419 E. Terra Cotta Ave LLC
P.I.N.: 14-33-401-003

N 00°31'11" E 825.54' +/- Rec.

Iron Rod Found On Line

Iron Pipe Found 0.08' Off

Asphalt

Sidewalk E 0.23'

Asphalt E 4.12'

33.

Asphalt

Asphalt

Center Line of Right of Way

N 89°25'03" E 207.05' +/- Rec.

60' Public Right of Way

Beginning of Curve

1/4 of S

Owner: Rink of Crystal

S 89°19'59" W 210.53' +/- Rec.

Iron Rod Found On Line W 0.11'

Fence Corner S 1.75'

Lot 2
Wolfs Erick

15' BUILDING SETBACK

30' LANDSCAPE BUFFER

80' BUILDING SETBACK

20' BUILDING SETBACK

DETENTION POND

PROPOSED GATE

50' Building Setback

14-33-401-003
Unsubdivided
172,298 Sq. Feet
3.96 Acres
Owner: Gretchen Christensen TR

14-33-401-004
Unsubdivided
Owner: Koren R Rev TR Thennes

S 00°16'43" W 825.17' +/- Rec.

Fence Corner E 0.67'

Existing Building 1 F = 888.95'

Iron Rod Found S 0.42' E 0.38'

211.23' Rec.

HIGHWAY 176

14' X 14' KIOSK BUILDING WITH BRICK FACADE

BUILDING #	AREA (S.F.)
1	2,200
2	1,400
3	1,500
4	1,200
5	7,600
6	2,125
7	1,000
8	17,250
9	12,800
Total	47,075

TOTAL SITE AREA = 164,013 S.F. = 3.77 ACRES

TOTAL SITE IMPERVIOUS AREA = 96,634 S.F. = 2.22 ACRES
= 58.9% TOTAL SITE AREA (70% MAX.)

NORTH

60' 0 60' 120'
GRAPHIC SCALE

Gresham Smith

GreshamSmith.com

222 Second Avenue South
Suite 1400
Nashville, TN 37201

615.770.8100

STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

Revision

No.	Date	Description
1	08.28.2023	

CONCEPT PLAN

Project Number 46724.01
07.27.2023

This Line Is 3 Inches When Printed Full Size

\\global.gspdata\nfna_nf08\46724\01\Work\01CAD\06LP\46724\C-200_ConceptPlan.dwg - Nicholas Coates - 8/28/2023 3:15:21 PM

he property has direct physical access to Terra Cotta Avenue, a public
of way.

he record description of property mathematically closes with no gaps,
or overlaps.

he distance to the nearest intersecting street, Erick Street, is 673.11
nd is shown on the survey.

here was no evidence of any refuse or use as a solid waste dump at
of fieldwork.

here was no evidence of any cemeteries, individual grave sites, or
l grounds at the time of fieldwork.

o building was located on the property at the time of fieldwork.

enchmark - On Site

Bolt on power pole located near the northeast corner of property (as
shown on survey).
Elevation = 904.58'

lenchmarks established using GPS Topnet Network. Benchmark
dinate system SPCIL83/NAVD88.

o wetlands were located on property at time of fieldwork.



LANDSCAPE LEGEND

2" CALIPER ORNAMENTAL TREE (REDBUD, FLOWERING CRABAPPLE, JAPANESE TREE LILAC)

6' HEIGHT EVERGREEN TREE (WHITE PINE, NORWAY SPRUCE, EASTERN RED CEDAR)

SHRUB MASSING. 24" HEIGHT/5 GALLON CONTAINER, SPACED 4' O.C. (VIBURNUM, FORSYTHIA, YEW, JUNIPER, ARBORVITAE, SHRUB DOGWOOD)

LANDSCAPE CALCULATIONS

207 L.F. FRONTAGE	
STREET TREES REQUIRED @ 1/40 L.F.	6
STREET TREES PROVIDED	8
FRONTAGE PLANTINGS REQUIRED	
TREES @ 1/40 L.F.	6
SHRUBS @ 1/40 L.F.	60
FRONTAGE PLANTINGS PROVIDED	
9 TREES	
75 SHRUBS	

NOTE: UNDERSTORY TREES USED FOR STREET PLANTING DUE TO OVERHEAD WIRES.

Inverts

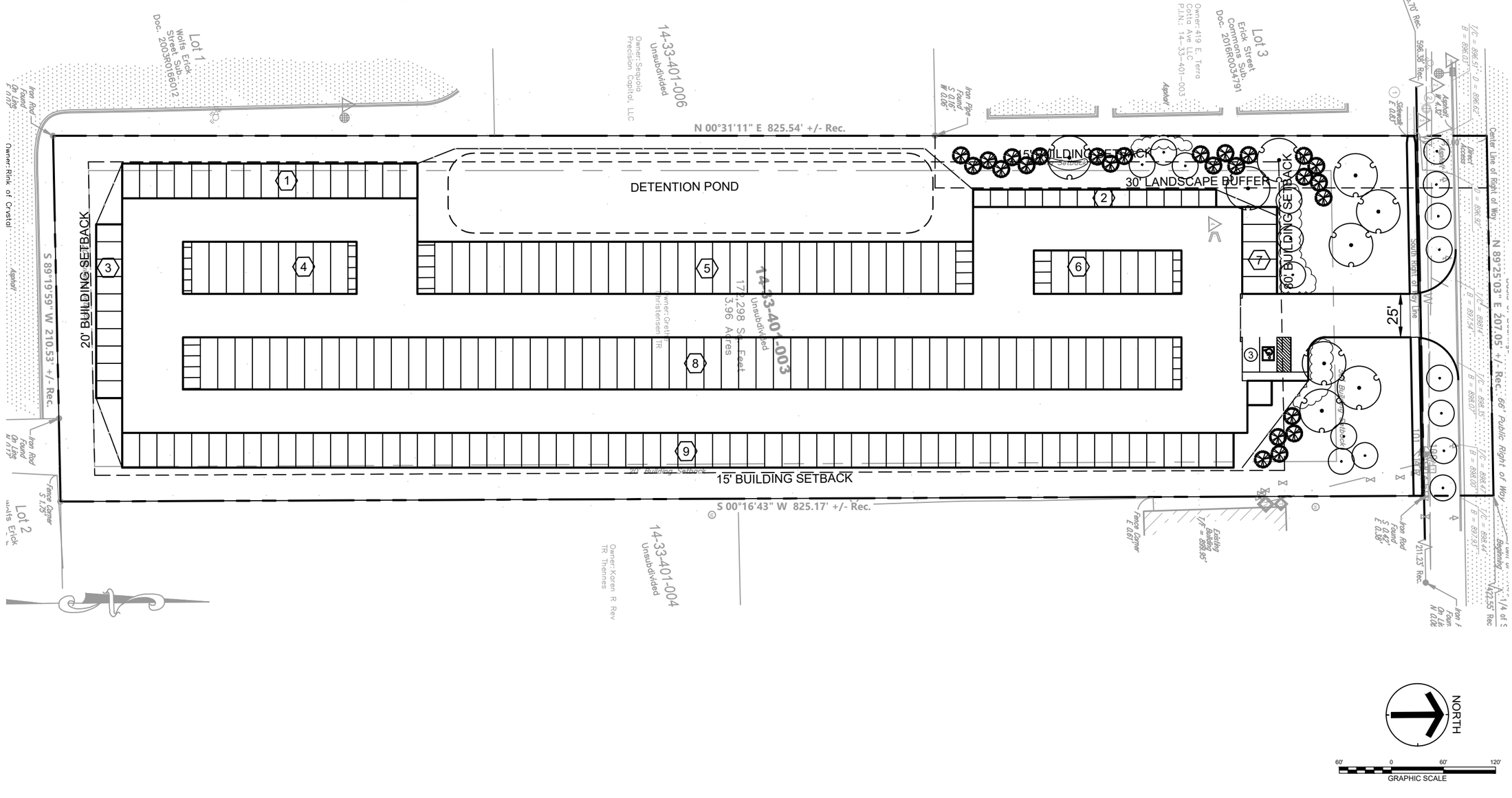
1 Storm Inlet 1
RIM = 895.86'
Unable to Open

1 Storm Catch Basin 2
RIM = 894.85'
N = 891.54'

1 Water Manhole 3
RIM = 896.80'
E/W 15" Watermain
T/P = 890.10'
B/P = 891.95'

1 Culvert Pipe 4
6" Metal = 894.58'

1 Storm Catch Basin 5
RIM = 889.29'
Unable to open



Gresham Smith

GreshamSmith.com

222 Second Avenue South
Suite 1400
Nashville, TN 37201

615.770.8100

STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

Revision

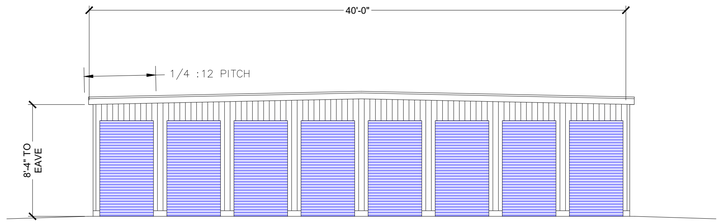
No.	Date	Description

LANDSCAPE PLAN

Project Number 46724.01
07.27.2023

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TYPICAL BUILDING END WALL ELEVATION
WHITE METAL SIDING WITH BLUE DOORS

TYPICAL COLOR SCHEME
METAL SIDING - WHITE
DOORS - BLUE
ROOF - WHITE
STONE VENEER - OFF WHITE



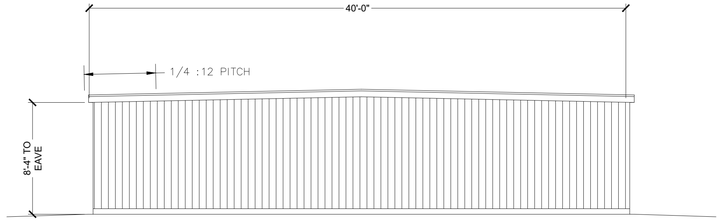
AFFINITY STONE SIDING
GLACIER COLOR

OR

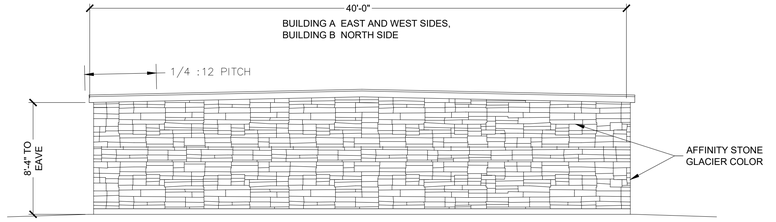


NOVABRICK SPLIT FACE
MARBLE WHITE COLOR

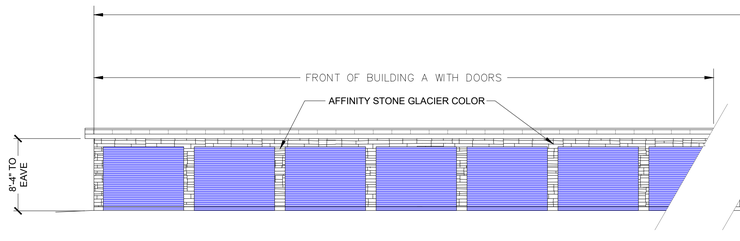
OR STORAGE OF AMERICA APPROVED EQUAL



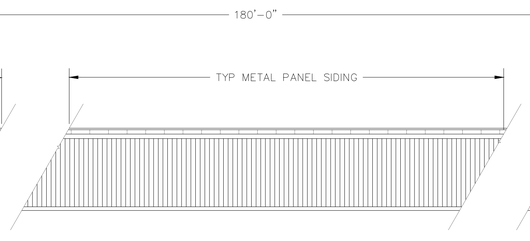
TYPICAL BUILDING END WALL ELEVATION
WHITE METAL SIDING



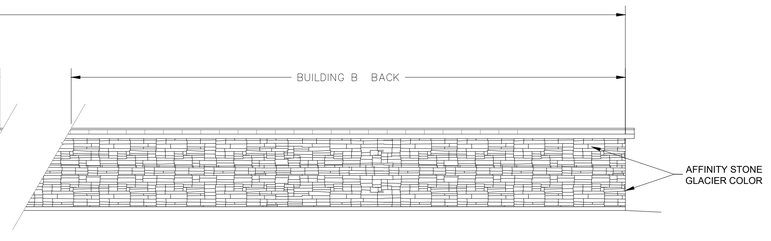
BUILDING A & B END WALL ELEVATIONS - VISIBLE FROM BUSHA HWY
AFFINITY STONE SIDING - GLACIER COLOR



BUILDING A NORTH WALL ELEVATION - VISIBLE FROM BUSHA HWY
AFFINITY STONE SIDING - GLACIER COLOR WITH BLUE DOORS



TYPICAL BUILDING WALL ELEVATION
WHITE METAL SIDING



BUILDING B WEST WALL ELEVATION - VISIBLE FROM BUSHA HWY
AFFINITY STONE SIDING - GLACIER COLOR

DO NOT SCALE THE DRAWINGS.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND VERIFY ALL DIMENSIONS, DETAILS, AND FIELD CONDITIONS PRIOR TO COMMENCING CONSTRUCTION.

IMMEDIATELY NOTIFY THE ARCHITECT OF DISCREPANCIES OR CONCERNS.

BUILDING PERMIT		xx-xx-xxxx
ISSUE FOR	REV.	ISSUE DATE
DRAWN		TON
CHECKED		JSY
APPROVED		JSY

SEAL

STATE OF MICHIGAN
JAMES S. YU
ARCHITECT
No. 1301035224
LICENSED ARCHITECT

06-12-23

ARCHITECT

SYDESIGN
PO BOX 595705
4350 24th Ave - Ste 324
FORT GRATIOT, MI 48059
PH: 810-985-3905
CL: 810-434-9393
jyu@sydesign.us

M/E/P ENGINEERING CONSULTANTS

GENERAL CONTRACTOR

OWNER

STORAGE OF AMERICA
4225 W 67th ST
INDIANAPOLIS, IN 46268
Owner Rep: Tom Fitzpatrick
PH: 606-209-2162

PROJECT

Storag of America
OUTDOOR STORAGE

99999 Main St. Anytown, ST 99999

SHEET

TYPICAL EXTERIOR ELEVATION FINISH MATERIALS

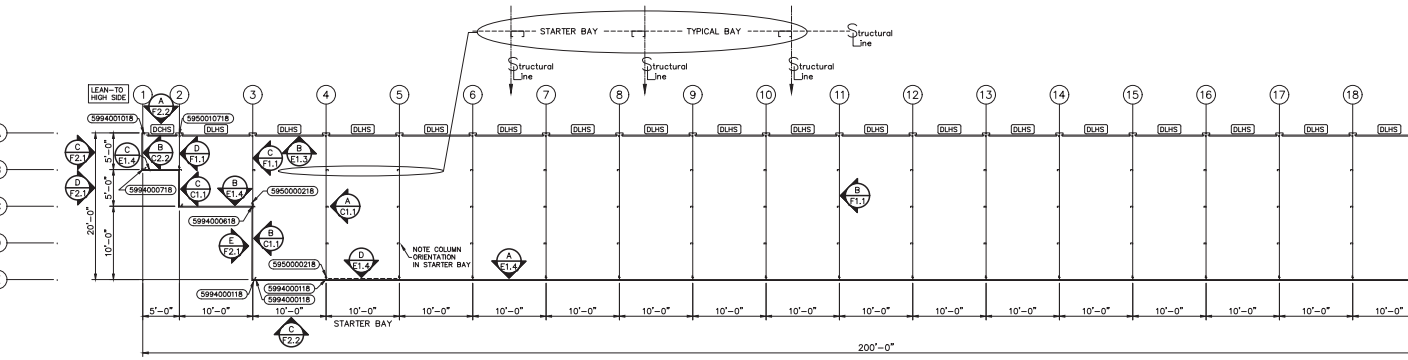
PROJECT NUMBER

2215SOA

SHEET NUMBER

A400

THIS DRAWING IS COPYRIGHT © PROTECTED 2022, SYDESIGN



FLOOR PLAN FOR 8'-4" EAVE, 1/4:12 PITCH, MINI STORAGE BUILDING #6 1/8" = 1'-0"

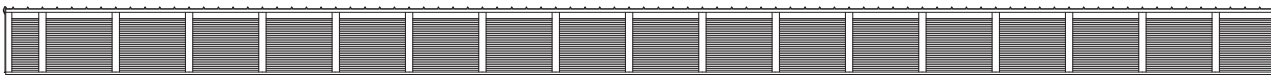
DOOR SCHEDULE							
QTY	CODE	TYPE	SIZE	ROUGH OPENING (REF.)	MANUF.	DESCRIPTION	COLOR
2	DB	ROLL-UP	3'-8" x 7'-0"	3'-8" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR	ROYAL BLUE
2	DC	ROLL-UP	4'-0" x 7'-0"	4'-0" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR	ROYAL BLUE
1	DCDH	ROLL-UP	3'-8" x 7'-5"	3'-8" x 7'-5"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR	ROYAL BLUE
1	DCHS	ROLL-UP	3'-8" x 7'-5"	3'-8" x 7'-5"	TRAC-RITE/eq.	ROLL-UP DOOR	ROYAL BLUE
19	DLHS	ROLL-UP	9'-0" x 7'-5"	9'-0" x 7'-5"	TRAC-RITE/eq.	ROLL-UP DOOR	ROYAL BLUE

ROLL-UP DOORS MEET ASTM E330

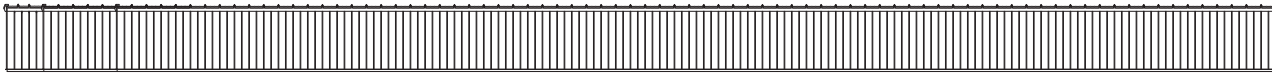
DO NOT ORDER DOORS BY OTHERS PRIOR TO RECEIVING THE ERECTION SE
RO AND DOOR SIZES MAY VARY DUE TO ENGINEERING ISSUES.



END WALL ELEVATION

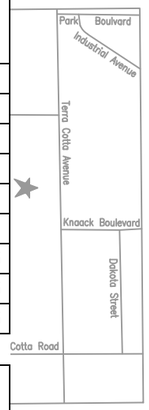


SIDE WALL ELEVATION



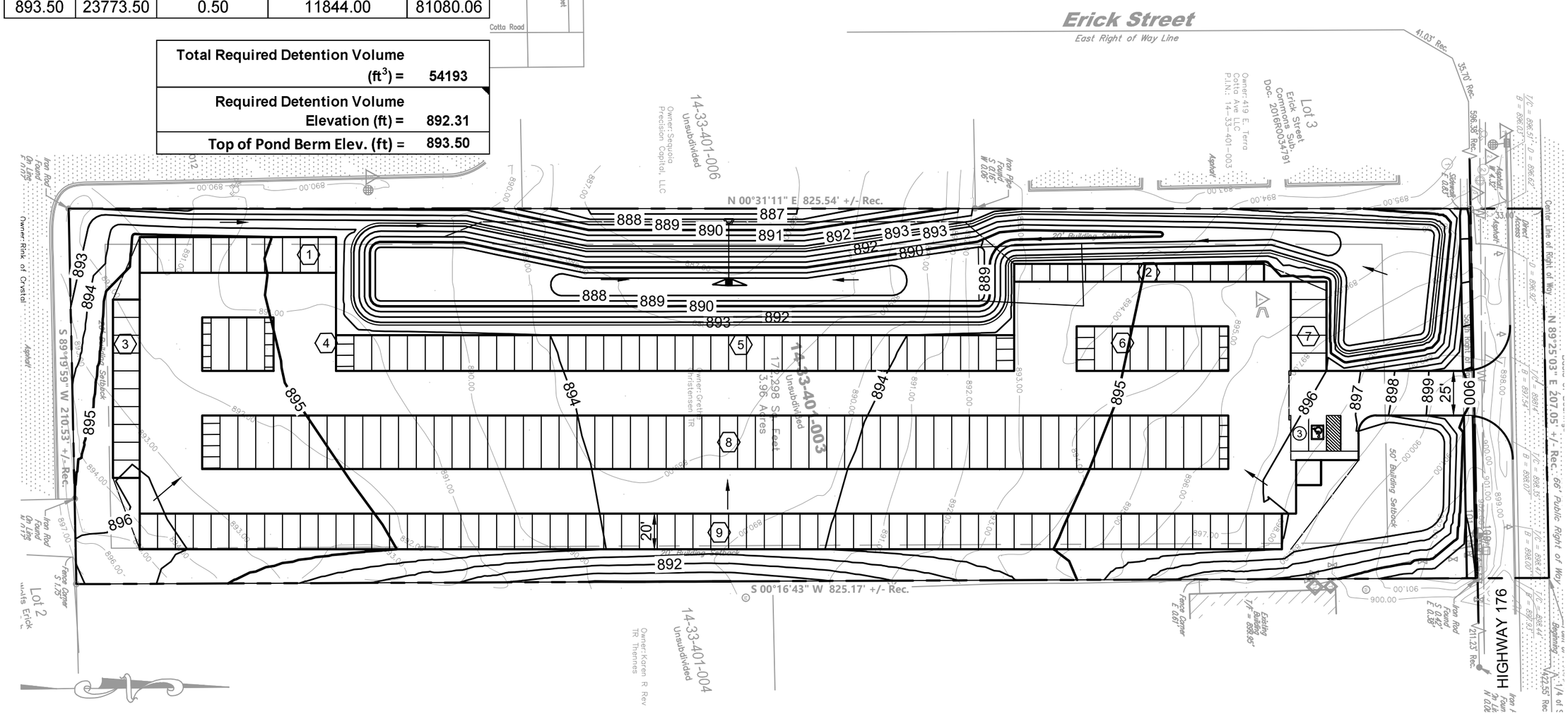
SIDE WALL ELEVATION

Elevation (ft)	Area (ft^2)	Elev. Difference (ft)	Increment Volume (ft^3)	Total Volume (ft^3)
886.90	0.00	-	0	0
887.00	1745.10	0.10	87.26	87.26
888.00	3647.70	1.00	2696.40	2783.66
889.00	8262.00	1.00	5954.85	8738.51
890.00	10679.40	1.00	9470.70	18209.21
891.00	14007.60	1.00	12343.50	30552.71
892.00	19878.30	1.00	16942.95	47495.66
893.00	23602.50	1.00	21740.40	69236.06
893.50	23773.50	0.50	11844.00	81080.06



Total Required Detention Volume (ft^3) =	**54193**
Required Detention Volume Elevation (ft) =	**892.31**
Top of Pond Berm Elev. (ft) =	**893.50**

Curve Numbers - Soil Group B					
Land Use	Curve Number	Predeveloped Acres	Post Developed Acres	Bypass Acres	To Pond Acres
Impervious	98	0.00	2.22	0.00	2.22
Semi-Pervious (Gravel)	89	0.00	0.00	0.00	0.00
Pervious (Woodland)	70	0.00	0.00	0.00	0.00
Pervious (Open Space)	70	3.77	1.55	0.00	1.55
Total Area		3.77	3.77	0.00	3.77
Composite Curve Number		70	86	#DIV/0!	86



Gresham Smith

GreshamSmith.com

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Suite 1400
Nashville, TN 37201

615.770.8100

STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

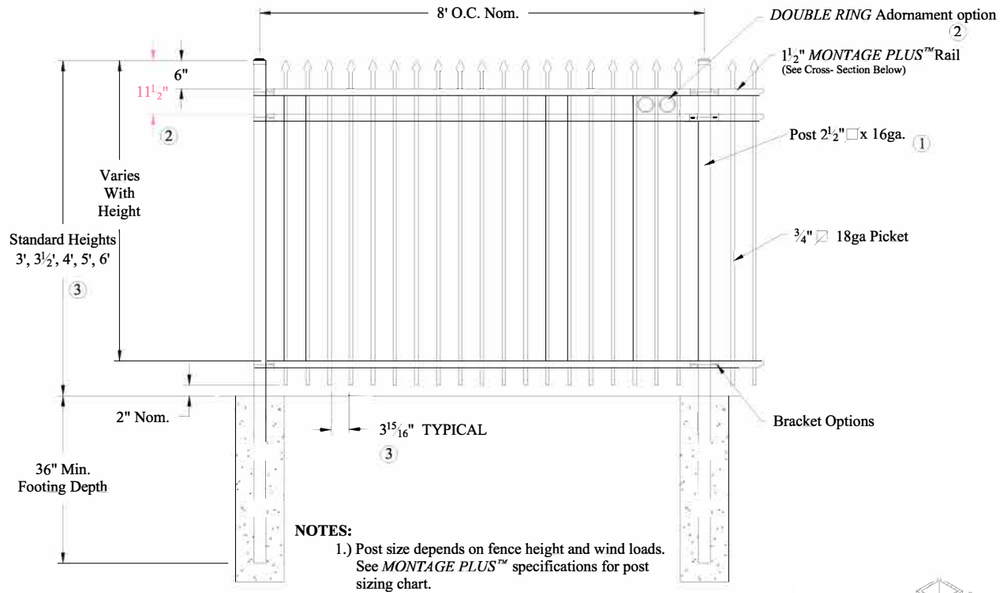
Revision		
No.	Date	Description

CONCEPT PLAN

Project Number 46724.01
07.27.2023

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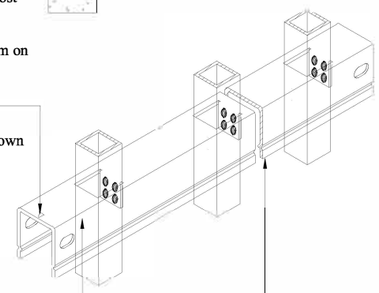
\\global.gsp\data\nf\ne_nf08\46724\01\01\Work\01\CAD\06LP\46724001C-300_ConceptPlan.dwg - Nicholas Coates - 7/26/2023 3:33:27 PM



NOTES:

1.) Post size depends on fence height and wind loads. See *MONTAGE PLUS™* specifications for post sizing chart.
2.) Third rail required for *Double Rings*.
3.) Available in 3" air space and/or Flush Bottom on most heights.

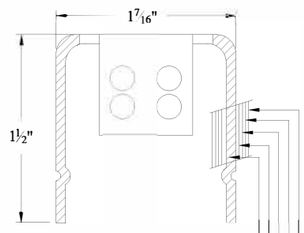
RAKING DIRECTIONAL ARROW
Welded panel can be raked 30" over 8' with arrow pointing down grade.



PROFUSION™ WELDING PROCESS
No exposed welds,
Good Neighbor profile - Same appearance on both sides

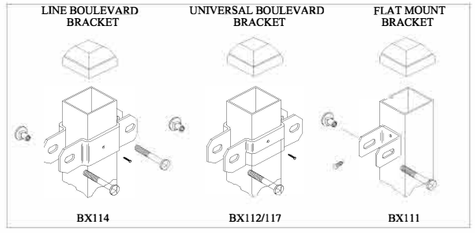
MONTAGE PLUS™ RAIL
Specially formed high strength architectural shape.

MONTAGE PLUS™ RAIL



E-COAT COATING SYSTEM

- Base Material
- Uniform Zinc Coating (Hot Dip)
- Zinc Phosphate Coating
- Epoxy Primer
- Acrylic Topcoat



Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

SHEET No. A3.0

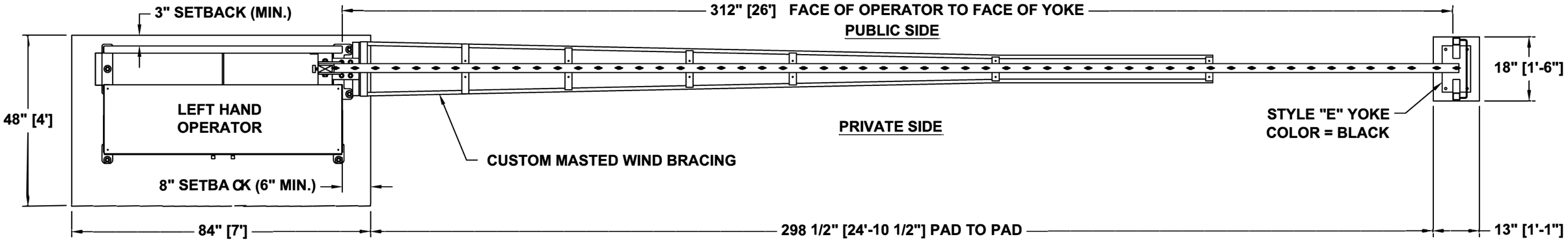
No.	BY	REVISION PER	DATE

DESIGN BY: XXXX
DRAWN BY: TOM YAMIN
CHECKED BY: XXXX
SCALE: AS NOTED

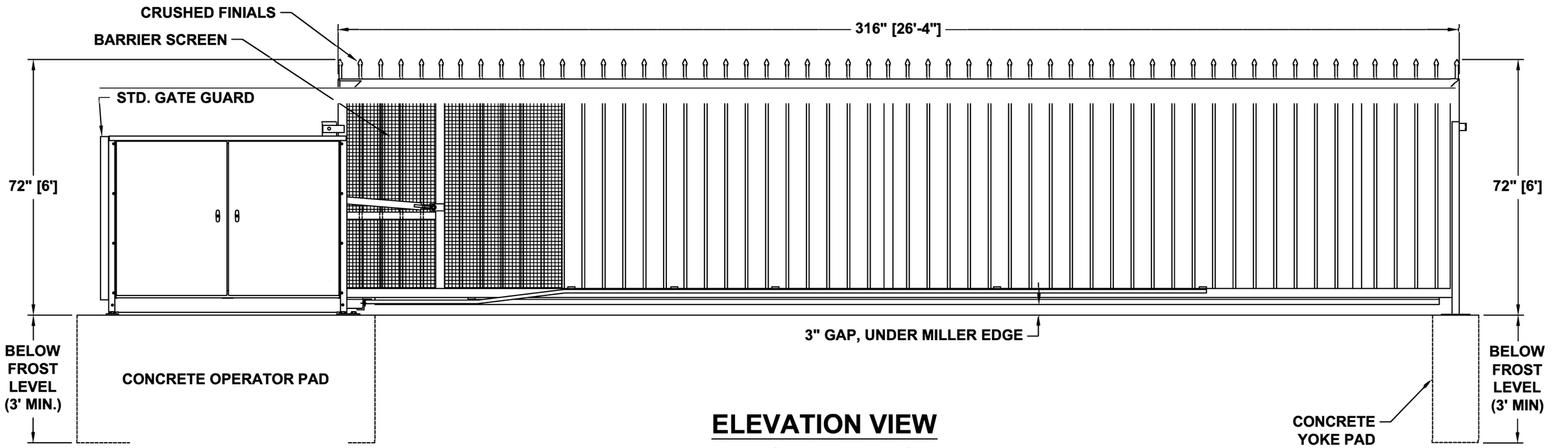
PROJECT: STORAGE OF AMERICA - Benton Harbor MI
TEXT
SALESMAN: MARC RUDORF
JOB No: 18-1365
DATE: 02-15-2023
PAPER SIZE: □ 11 X 17 □ 8 1/2 X 11
TYPE: SUBMITTAL

AMERICAN FENCE & SUPPLY
21200 SCHOENHERR
WARREN, MI 48089
248.545.7070 PHONE
248.545.6581 FAX
www.AMERIFENCE.com

AMERICAN FENCE & SUPPLY CO., INC.



PLAN VIEW



ELEVATION VIEW

Viewed from the PRIVATE SIDE

CUSTOMER PROVIDED AUTOGATE WITH A SITE DRAWING OR SKETCH (_____YES_X_NO)

CUSTOMER SIGNATURE: _____

DATE SIGNED:

Rev.:	Description:	Date:	Drn. By:	Ckd. By:

DO NOT SCALE

NOTICE
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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
ANGLES ± 1°
X/X ± 1/32, .XX ± .01, .XXX ± .005

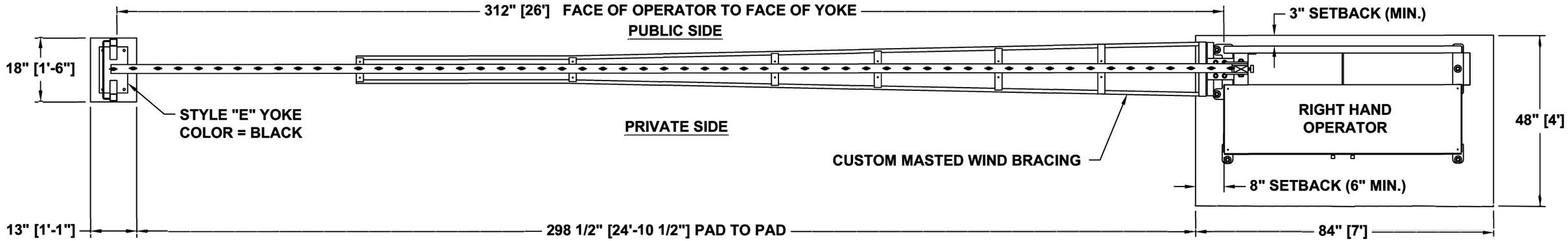
Date Drawn:	02/15/23
Drawn By:	MKS
Checked By:	KAY

AutoGate
Gate Entry Systems
Berlin Heights, Ohio
FAX (419) 588-3514

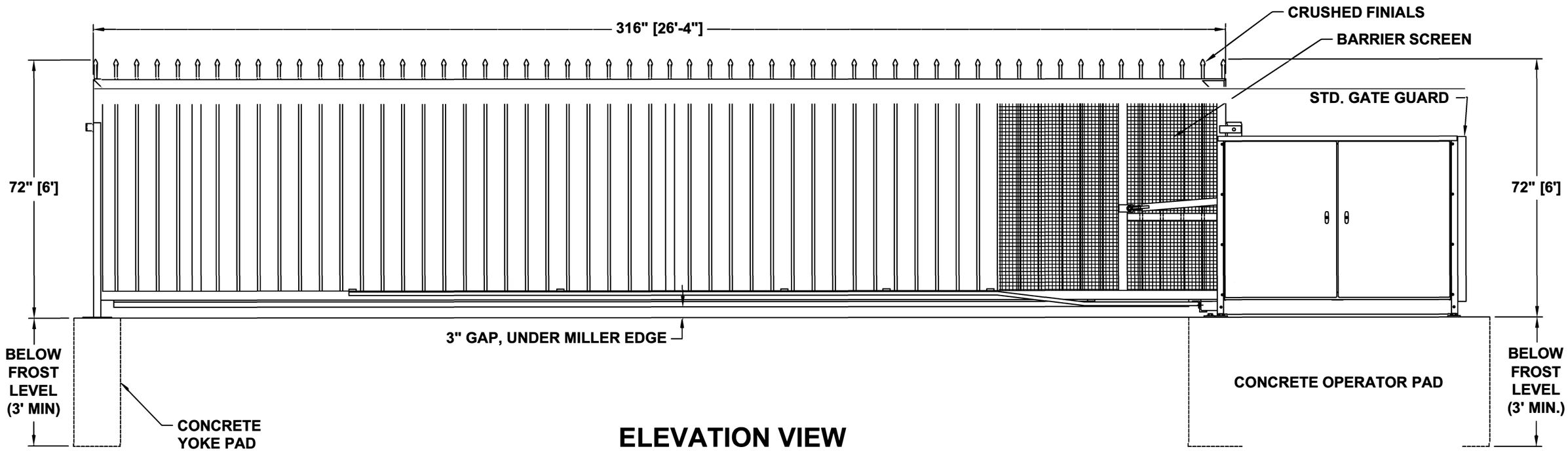
Dwg.: AG# 10685-86 Storage Of America, American Fence & Supply-MI

Title: **Buckeye "500" VPG (26'-4" x 6'-0")**

E:\AUTOCAD DRAWINGS\CUSTOMER DRAWINGS\VPG\500 BUCKEYE\AG 10000\10600-10699\10685-86 STORAGE OF AMERICA, AMERICAN FENCE & SUPPLY-MI.DWG



PLAN VIEW



ELEVATION VIEW

Viewed from the PRIVATE SIDE

CUSTOMER PROVIDED AUTOGATE WITH A SITE DRAWING OR SKETCH (_____YES__X__NO)

CUSTOMER SIGNATURE: _____

DATE SIGNED:

Rev.:	Description:	Date:	Drn. By:	Ckd. By:

DO NOT SCALE

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
ANGLES ± 1°
X/X ± 1/32, .XX ± .01, .XXX ± .005

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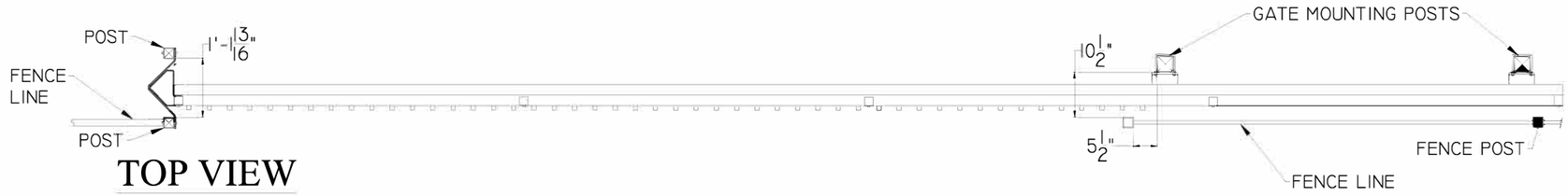
Date Drawn:	02/15/23
Drawn By:	MKS
Checked By:	KAY

AutoGate
Gate Entry Systems
Berlin Heights, Ohio
FAX (419) 588-3514

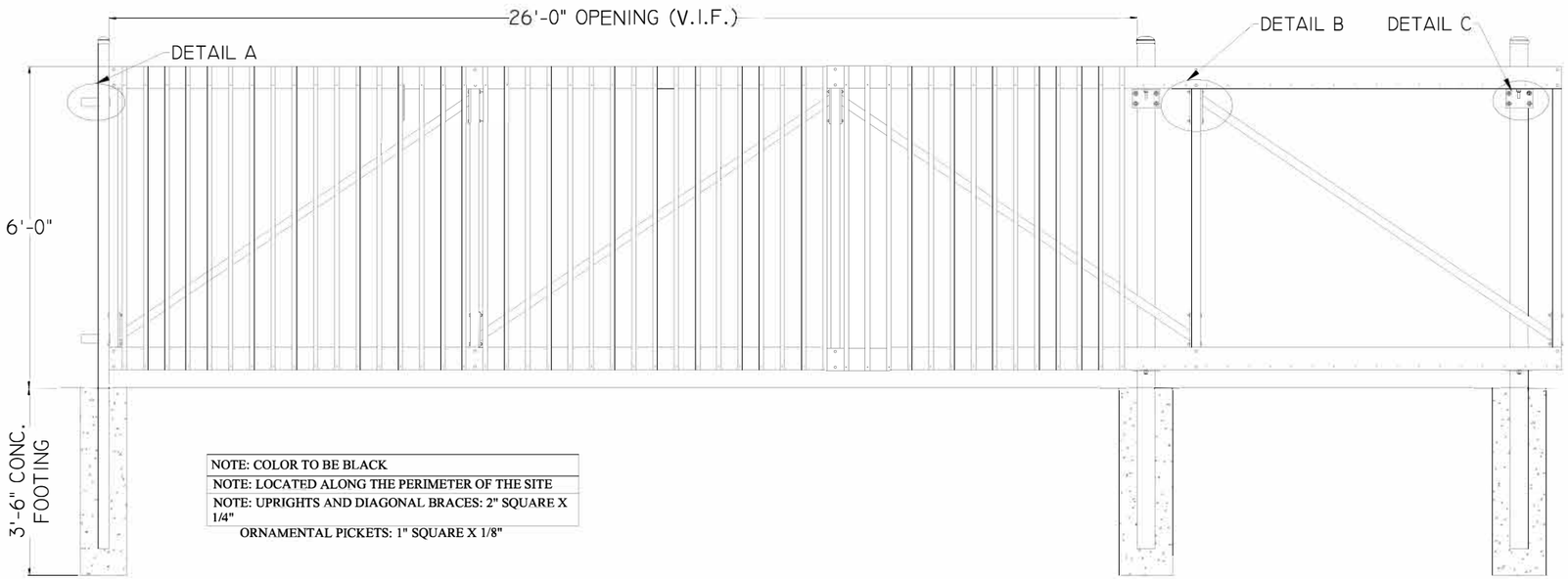
Dwg.: AG# 10685-86 Storage Of America, American Fence & Supply-MI

Title: **Buckeye "500" VPG (26'-4" x 6'-0")**

E:\AUTOCAD DRAWINGS\CUSTOMER DRAWINGS\VPG\500 BUCKEYE\AG 10000\10600-10699\10685-86 STORAGE OF AMERICA, AMERICAN FENCE & SUPPLY-MI.DWG



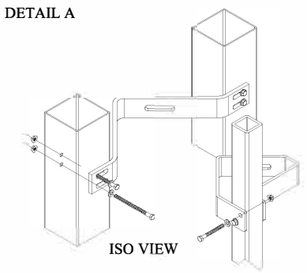
TOP VIEW
NOT-TO-SCALE



NOTE: COLOR TO BE BLACK
NOTE: LOCATED ALONG THE PERIMETER OF THE SITE
NOTE: UPRIGHTS AND DIAGONAL BRACES: 2" SQUARE X 1/4"
ORNAMENTAL PICKETS: 1" SQUARE X 1/8"

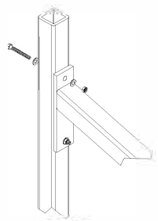
TYPICAL ALUMINUM SLIDE GATE - ELVATION
NOT-TO-SCALE

DETAIL A



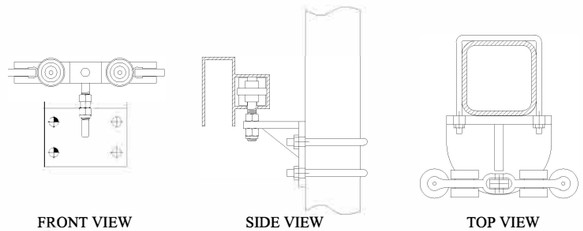
ISO VIEW

DETAIL B



ISO VIEW

DETAIL C



FRONT VIEW | SIDE VIEW | TOP VIEW

APPROVAL OF THE DETAILS CONTAINED WITHIN THIS SUBMITTAL DOCUMENT SHALL CONSTITUTE A BINDING AGREEMENT TO ACCEPT FABRICATION AND CONSTRUCTION OF SUCH, AS INDICATED HEREIN.

SHEET No. A6.0

No.	BY	REVISION PER	DATE

PROJECT: STORAGE OF AMERICA - Benton Harbor MI
TEXT
SALESMAN: MARC RUDORF
JOB No: 18-1365
DATE: 02-15-2019
PAPER SIZE: ▶ 11 X 17 ☐ 8 1/2 X 11
TYPE: SUBMITTAL
DESIGN BY: XXXX
DRAWN BY: TOM YAMIN
CHECKED BY: XXXX
SCALE: AS NOTED

AMERICAN FENCE & SUPPLY
21200 SCHOENHERR
WARREN, MI 48089
248.545.7070 PHONE
248.545.6581 FAX
www.AMERIFENCE.com

AMERICAN FENCE & SUPPLY CO., INC.

American National

Commercial Real Estate
Due Diligence Management

3465 South Arlington Rd Suite E#183
Akron, OH 44312

866.290.8121
www.amnational.net

ALTA/NSPS Land Title Survey

XXXXX
XXXXX
Surveyor Certification

5413 E. Terra Cotta Avenue
Crystal Lake, IL 60014

TO: AMERICAN NATIONAL, LLC:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6a, 6b, 7b1, 8, 9, 11a, 11b, 13, 16, 17, 19, 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MARCH 24, 2023.

DATE OF PLAT OR MAP:

Surveyor's signature
Gloria Jean Koter
Land Surveying Services Inc.
1182 Heather Drive, Lake Zurich, IL 60047
JKoter@LandSurveyingServices.com
Project Reference Number: 20223245-001

Drawing Revisions	

Legal Description

NO TITLE PROVIDED

The land shown in this survey is the same as that described in XXXXX Commitment Number XXXXX with an effective date of XXXXX, 2023.

General Notes

1. Field Work Completed on 3-24-2023
2. Prepared for American National.
3. Site Address: 5413 E. Terra Cotta Avenue, Crystal Lake, IL 60014
4. Pin No.: 14-33-401-003
5. The easements shown hereon are provided from the current title. No search of the records for easements or encumbrances was made as part of this survey.
6. Compare deed description and site conditions with the data given on this plat and report any discrepancies to the surveyor at once.
7. Refer to a current title commitment for any building lines or easements not shown on this plat.
8. There is no evidence of recent earth moving work, building construction or building additions at time of fieldwork.
9. There is no evidence of proposed changes in street right of way lines at time of fieldwork.
10. Property Area: 172,298 Square Feet (3.96 Acres)
11. Parking Spaces: 0 Spaces
12. Basis of Bearing is the center line of Terra Cotta Avenue as labeled on survey as N89°25'03"E 207.05' Rec.
13. The property has direct physical access to Terra Cotta Avenue, a public right of way.
14. The record description of property mathematically closes with no gaps, gores or overlaps.
15. The distance to the nearest intersecting street, Erick Street, is 673.11 feet and is shown on the survey.
16. There was no evidence of any refuse or use as a solid waste dump at time of fieldwork.
17. There was no evidence of any cemeteries, individual grave sites, or burial grounds at the time of fieldwork.
18. No building was located on the property at the time of fieldwork.
19. Benchmark - On Site

BM Bolt on power pole located near the northeast corner of property (as shown on survey).
Elevation = 904.58'

20. Benchmarks established using GPS Topnet Network. Benchmark coordinate system SPCIL83/NAVD88.
21. No wetlands were located on property at time of fieldwork.

Notes Corresponding to Schedule B

NO TITLE PROVIDED

Vicinity Map



Legend of Symbols & Abbreviations

- FOUND IRON PIPE
- SET IRON PIPE
- FIRE HYDRANT
- WATER MANHOLE
- WATER VALVE
- TRANS. POLE
- UTILITY POLE
- CULVERT PIPE
- CATCH BASIN
- J.U.L.I.E. WATER
- J.U.L.I.E. CATV
- INLET
- TELEPHONE PED
- TELEPHONE BOX
- MONITORING WELL
- ELEC. METER
- CATV BOX
- WELL
- J.U.L.I.E. GAS
- TOP CURB
- BOTTOM CURB
- DEPRESSED CURB
- TOP PIPE
- BOTTOM PIPE
- METAL FENCE
- CHAIN LINK FENCE
- OVERHEAD WIRES
- STORM LINE
- WATER LINE

Zoning Information

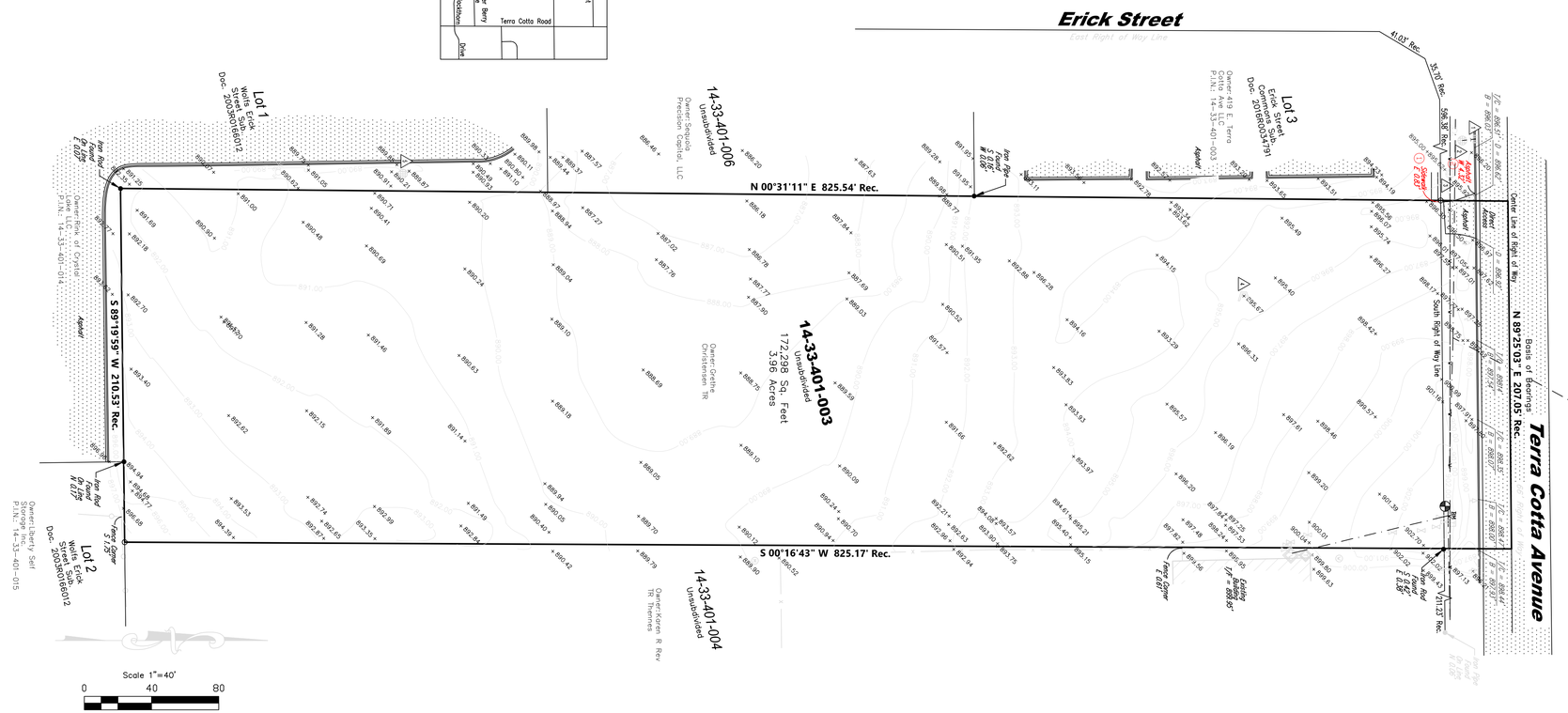
ZONING INFORMATION:

	Requirement	Actual
Minimum Front Setback		
Minimum Street Side Setback		
Minimum Interior Side Setback		
Minimum Rear Setback		
Minimum Lot Size		
Minimum Lot Width/Frontage and Depth		
Maximum Density		
Maximum Building Height		
Minimum Number of Parking Spaces Required		

NO ZONING REPORT PROVIDED

Inverts

1. Storm Inlet 1
RIM = 895.86'
Unable to Open
2. Storm Catch Basin 2
RIM = 894.95'
N = 891.54'
3. Water Manhole 3
RIM = 895.80'
Water Watterman
T/V = 893.10'
B/P = 891.95'
4. Culvert Pipe 4
8" Metal = 894.58'
5. Storm Catch Basin 5
RIM = 889.29'
Unable to open


Erick Street
East Right of Way Line
41.03' Rec.
35.78' Rec.
596.38' Rec.
Lot 1
Wolf's Erick Sub.
Doc. 2003R0166012
Lot 3
Erick Street Commons Sub.
Doc. 2016R0035791
14-33-401-006
Unsubdivided
Owner: Sequoia Precision Capital, LLC
14-33-401-003
Unsubdivided
172,298 Sq. Feet
3.96 Acres
Owner: Grethe Christensen TR
14-33-401-004
Unsubdivided
Owner: Koren R Rev TR Thermes
Lot 2
Wolf's Erick Sub.
Doc. 2003R0166012
Owner: Liberty Self Storage
P.I.N.: 14-33-401-015
Owner: 419 E. Terra Cotta, LLC
P.I.N.: 14-33-401-014
N 00°31'11" E 825.54' Rec.
S 89°19'59" W 210.53 Rec.
S 00°16'43" W 825.17' Rec.
N 89°25'03" E 207.05' Rec.
Basis of Bearings
Terra Cotta Avenue
Center Line of Right of Way
South Right of Way Line
Iron Rod w/ Cap "Exempt" 0.08' E
Iron Rod w/ Cap "Exempt" 0.08' W
Iron Rod w/ Cap "Exempt" 0.17' S
Iron Rod w/ Cap "Exempt" 0.08' S
Iron Rod w/ Cap "Exempt" 0.08' N
Iron Rod w/ Cap "Exempt" 0.08' E
Iron Rod w/ Cap "Exempt" 0.08' W

Elizabeth Maxwell AICP

To: Brian Coleman
Subject: RE: 439 E. Terra Cotta, Crystal Lake

From: Brian Coleman <bcoleman@bcarealestate.com>
Sent: Sunday, August 27, 2023 7:39 PM
To: Elizabeth Maxwell AICP <emaxwell@crystallake.org>
Subject: 439 E. Terra Cotta, Crystal Lake

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

Hi Elizabeth, thank you for speaking with me this past Friday about this property and the Plan Commission not recommending Storage of America's submittal to the City Council. As we discussed, ownership has owned this property for many years and is very interested in selling. Considering the existing surrounding uses, time this property has been on the market and the interest shown from prospective purchasers, it is surprising that the Plan Commission came to their conclusion. Ownership, Storage of America and I are hopeful the City Council will see Storage of America's desire to develop this property to be a positive impact for this community rather than the land remaining vacant.

This property has been on the market since March 2014. I began marketing in June of 2021. This consists of listing this property in several databases including the Multiple Listing Service (MLS), CoStar (largest national listing service for Commercial Real Estate Brokers), LoopNet (accessible to the public) and CREXI (national commercial database accessible to all Real Estate Brokers and the public). In addition, I have a 4' x 8' sign on the property and have sent many email marketing campaigns specifically for this property.

These marketing efforts have resulted in a few inquiries and interested parties, mostly from companies looking to store semi-trucks or construction type equipment, which City staff said this would not be allowed. In addition to Storage of America, two other storage companies have shown extreme interest in this property, telling me that the location and size of this property works well for self-storage use.

Thank you for your time and consideration.

Regards,

Brian Coleman
Managing Broker

Brian Coleman & Associates, Inc.

August 28, 2023

Crystal Lake City Council,
C/O Elizabeth Maxwell,
Community Development
100 W. Woodstock St.
Crystal Lake, IL 60014

Re: Storage of America

Dear City Council Members:

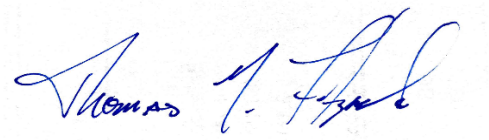
Storage of America with our development consultant Gresham Smith has added some notes to the site plan indicating additional brick to the Kiosk building and on three sides of buildings 2 and 7 to assist with the aesthetics along the highway and Davenport Family Funeral Homes our neighbor to the west. We got the impression from the planning commission meeting of August 16th that the representative from Davenport Family Funeral Homes who spoke at the hearing was not aware of the brick façade and landscaping treatments we were adding to that portion of the development next to their parking lot area. We must also brick all exterior building finishes and steel wall will not be seen from their property. We also have decorative black wrought iron looking aluminum security fence in between buildings.

Storage of America has also been made aware that the City of Crystal Lake indicated to the property owner's broker, Brian Coleman that the city identified Mini Self Storage units is a good use for the property and a reasonable buffer between Ed's Rentals and Davenport Family Funeral Homes. The city application states PUDs must provide transitional uses to blend in with adjacent uses and we have provided everything staff has requested in the proposal to provide a buffering transition between the two uses.

We think storage units with brick façade and the proposed landscape material will be provide an excellent transitional buffer between the funeral home to our west and the rental facility to our east.

Storage use is a quiet and low impact use and Storage of America takes pride in our Clean, Secure and User-Friendly storage space throughout the Midwest.

Sincerely



Thomas M. Fitzpatrick, PE
VP of Development
4225 W. 62nd St.
Indianapolis, IN 46268
(616) 209-2162
tfitzpatrick@storageofamerica.com
www.storageofamerica.com

cc: Joseph Johnston, Gresham Smith
Derek Walker, Storage of America
Brian Colman, Brian Coleman & Assoc.
Davenport Family Funeral Homes

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: City Code Amendments: Sections 329-5 and 329-6(c) relating to Class 30 Liquor Licenses and automatic reduction of licenses upon failure to renew or failure to complete license application requirements

Staff Recommendation: Motion to adopt an Ordinance amending Sections 329-5 and 329-6(c) of the City Code

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

Background:

City staff recommends two changes to the City Code related to liquor licenses.

Adding Wrist Band Requirement for Class 30 Temporary Licenses.

The Class 30 Temporary Liquor License (for retailers) was created by the City Council on June 20, 2023. The Class 16 and 19 Temporary Liquor Licenses (for non-profit organizations) require patrons purchasing alcohol to wear wristbands to help with crowd control at special events and to ensure that patrons have provided sufficient proof that they are at least 21 years of age. Staff recommends adding this requirement for the Class 30 Temporary Liquor License as well. The proposed attached ordinance adds this requirement.

Amendment to Section 329-6(c) Providing for Automatic Reduction of Available Licenses.

As the Council is aware, Section 329-6 of the City Code limits the number of liquor licenses which can be issued for each license classification. In the event that a business desires to obtain a new liquor license it must request that the City Council first amend Section 329-6 to increase the number of available licenses in the requested classification. If the City Council approves the amendment the license can be issued by the Liquor Commissioner (Mayor).

Section 329-6(c) of the Code provides that when a license is revoked or surrendered, the number of licenses in the classification of the revoked or surrendered license is automatically reduced by one without any further Council action required. This process ensures that the Council will always have input in any new license application, as an applicant will always need to first seek an increase from the Council in the number of City liquor licenses in the requested classification. Once a

license is approved, it is not issued until all conditions of the approval are met. For example, a business owner is required to provide liquor liability insurance, surety bond, certificate of occupancy, or other required documents, before the license is issued by the Liquor Commissioner (Mayor).

Occasionally, a business does not submit required documents or continue with the building permit process to receive occupancy for a location. The City Code currently does not provide for an automatic reduction in the number of liquor licenses in this circumstance. Consequently, an applicant could fail to complete the application process and another applicant could potentially apply for the available license without having to first seek input from the Council. The same scenario could exist if a license holder does not renew a license, thereby leaving the license in that classification available for application by another party without Council input.

City staff recommends amending City Code Section 329-6(c) to allow for the automatic reduction of the number of licenses in a classification in the event that a license is not renewed within 90 days of its expiration or a license is not issued within 180 of the date of the adoption of the ordinance increasing the number of licenses. The amendment allows this 180-day period to be extended for an additional 60 days, if there is an open building permit and the Liquor Commissioner approves the 60-day extension. Such an amendment will allow for the reduction of open, non-renewed or inactive licenses, while still allowing time for businesses to complete the building permit process and receive occupancy.

Votes Required to Pass:
Simple majority

Ord. No.
File No.

The City of Crystal Lake

AN ORDINANCE AMENDING SECTION 329-5 AND 329-6(C) OF THE CODE OF THE CITY OF CRYSTAL LAKE

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WHEREAS, Section 329-5 of the Code of the City of Crystal Lake (the "City Code") was amended to add a Class 30 liquor license which allows for the issuance of a temporary liquor license for special events; and

WHEREAS, the use of wrist bands to identify patrons who have established that they are at least twenty-one years of age will be beneficial to ensure that underage drinking does not occur at special events; and

WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to amend Section 329-5 by adding the requirement for a wrist band to the other restrictions relating to a Class 30 liquor license; and

WHEREAS, Section 329-6(c) of the City Code provides for the automatic reduction of licenses within a class identified in Section 329-5 upon the voluntary surrender or revocation of revocation of an issued license within such category.

WHEREAS, The Mayor and City Council have found and determined that is necessary and appropriate and in the best interests of the City and its residents to amend Section 329-6(c) to also provide for the automatic reduction of licenses within a class when a license has been applied for but not issued within a designated time period and when a license has expired but has not been renewed.

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

SECTION ONE. Amendment to Section 329-5 Class 30 Temporary Liquor License.

Section 329-5 of the City Code is hereby amended and shall hereinafter provide as follows:

[Deletions are shown as strikethroughs, additions are underlined and in bold font]

A Class 30 temporary liquor license shall authorize the retail sale of beer, wine and alcoholic liquor for consumption upon the premises and in the original package at an event for which a special event license has been issued by the City pursuant to Chapter 453 of the City Code. No sales pursuant to such license shall be made unless at the time of such sales, the license holder also holds a special use permit License for sales at such special event issued by the Illinois Liquor Control Commission. A Class 30 temporary liquor license may only be issued to a person or entity that concurrently holds a valid retail liquor license for on-premises sale and consumption of beer, wine and alcoholic liquor and /or sale of beer, wine and alcohol in the original package issued by the Local Liquor Control Commissioner as well as the Illinois Liquor Control Commission. The type of sales allowed by the temporary liquor license shall be limited to the same category of sales as identified in the applicant's retail liquor license. The license shall be for a period not to exceed three days and shall be issued only for special events which are licensed by the City pursuant to Chapter 453. No Class 30 temporary liquor license shall be issued until the Local Liquor Control Commissioner and the Mayor and City Council have established: a) the location upon the premises where alcoholic liquor is to be sold; b) the hours during which the sale of alcohol may sold during such special event; c) proof of insurance as required by this chapter or the laws of the State of Illinois; d) proof of permission from the owner of the premises authorizing the sale of alcoholic liquor during the time requested in the permit; **e) the manner in which the licensee will manage crowd control which shall include, but not be limited to, a requirement that all patrons of the premises where the beer, wine and alcoholic liquor drinks are to be sold be required to wear a nontransferable, one use only, disposable wristband or other means of identification identifying them as patrons of the area that is subject to the license, and refuse pickup;** and **e)** such other requirements as the Mayor and City Council or Liquor Control Commissioner deem appropriate in the case of each particular permit. The license fee for each Class 30

Draft

temporary liquor license as hereinbefore set forth shall be the sum of $100. The Mayor and City Council may approve such other fees or deposits as they deem appropriate to ensure compliance with the terms and provisions of the permit.

SECTION TWO: Amendment to Section 329-6(c). Automatic Reduction in License Class

Section 329-6(c) of the City Code is hereby amended and shall hereinafter provide as follows:

329-6(c)Any time a license issued pursuant to this chapter is revoked or voluntarily surrendered for any reason **or has not been renewed within ninety days of its date of expiration**, the number of authorized licenses in such classification shall automatically be reduced by one without any further amendment of this section of this Code. Except as hereinafter provided, in the event that the number of **authorized licenses in a classification is increased by ordinance but no new license in such classification is issued by the Liquor Commissioner within 180 days of the adoption of such ordinance, the number of authorized licenses in such classification shall automatically be reduced by one without any further amendment of this section of this Code. The 180 day period shall be automatically extended for an additional period of 60 days if, at the expiration of the 180 day period: 1) an active building permit is outstanding in connection with a pending application for a liquor license within such classification; and 2) prior to the expiration of the 180 day period, the Liquor Commissioner or their designee has authorized an extension of the pending application for the additional 60 day period. In the event that no new license in such classification is issued by the Liquor Commissioner within the additional 60 day period, the number of authorized licenses in such classification shall automatically be reduced by one without any further amendment of this section of this Code**

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SECTION THREE: Effective Date.

This Ordinance shall be in full force and effect from and after is passage, approval and publication in pamphlet form in the manner provided by law.

DATED at Crystal Lake, Illinois, this 5th day of September, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 5, 2023
APPROVED: September 5, 2023

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: Designation and Auction Sale of Surplus Property

Staff Recommendation: Motion to Adopt a Resolution:

1. Designating the items identified in Exhibit "A" as surplus property, and
2. Authorizing the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of City surplus property
3. Authorize the Police Department to dispose of tasers through an authorized vendor or have them destroyed
4. Authorizing surplus items not sold, donated, or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City's scrap metal policy.

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

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Background:

The Public Works Department annually coordinates the selling of surplus City equipment. A list of property proposed as surplus, to be sold through a public online bidding process or brokerage sale in 2023, is attached as Exhibit "A". Exhibit "A" identifies a list of surplus non-utilized pieces of equipment, which have been compiled by Public Works, IT, Police, Three Oaks Recreation Area, and miscellaneous surplus office furniture. The designation of equipment as surplus and subsequent auction sales of equipment provides the following benefits to the City:

1) Designating equipment as surplus allows the City the ability to make space available currently occupied by the non-utilized equipment.
2) Partnerships with auction firms minimizes the costs and time required to sell the equipment through a bidding process. These costs include advertising, publishing legal notification, and staff time required to show the equipment. The associated cost to the City by utilizing Obenauf Auction Service, Inc. is a 3% commission for all items sold.

3) Participation in auction sales provides an additional avenue for the sale of the surplus equipment and vehicles to increase the likelihood that the City will maximize its return on the sale of the items.

The items in Exhibit "A" will be sold through auction through the City's broker, Obenauf Auction Service, Inc. with the exception of the Police Department Tasers and related accessories. These will be disposed of by the Police Department through an authorized vendor or be destroyed.

Recommendation:

It is the recommendation of staff to designate the items in Exhibit "A" as surplus and authorize the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of the surplus items through a public online bidding process administered by Obenauf with a 3% sales commission for all items sold with the exception of the Police Department Tasers and related accessories. These will be disposed of by the Police Department through an authorized vendor or be destroyed.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE from time to time designates surplus items that are no longer needed or obsolete; and

WHEREAS disposing of said items provides revenue and utilization of an on-line auction service increases the likelihood that the City will maximize its return on the sale of the items.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the items identified in Exhibit "A" be and are hereby designated as surplus; and

BE IT FURTHER RESOLVED that the Police Department is authorized to dispose of the surplus tasers and accessories through an authorized vendor or have them destroyed; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute an agreement with Obenauf Auction Service, Inc. for auction services pertaining to items listed on "Exhibit A" for a 3% sales commission; and

BE IT FURTHER RESOLVED that any items not sold or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City's scrap metal policy.

DATED this 5th day of September, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL
ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 5, 2023
APPROVED: September 5, 2023

Draft

EXHIBIT "A"							
DEPT	QTY	ITEM	YEAR	MAKE	MODEL	SERIAL NO	COMMENTS
PW Streets	1	Corty Model 5301B w/Electronic Ignition Pressure Washer	2003	Corty	5301B	220047	4.8 GPM, 3,000PSI, 480 Volts, 10HP, no hose or wand
Wastewater	1	John Deere Gator	2010	John Deere	XUV 620	MOXUVGF082178	4 wheel drive / full winter cab / dump bed
PW Streets	4	Silver Bistro Table	2020	?	?	None	27 1/2 x 27 1/2 x 27" tall, some screws are stripped
PW Streets	9	Silver Bistro Table	2020	?	?	None	23 1/2 x 23 1/2 x 27" tall, some screws are stripped
PW Streets	1	7'6" Western Snowplow	Unknown	Western	Unimount Pro		Plow moldboard only/ no longer used
PW Streets	3	Picnic Tables	2016	Zenon	238-8	None	Some of the composite material is cracked or missing
Three Oaks	1	pontoon boat trailer CFA #828R0823	2012	All American	PT-16	5BXWBBE14CJ031891	No longer needed
Three Oaks	1	pontoon boat trailer CFA #837R0823	2016	Yacht Club	P1516-6	4H1061913G0503011	No Longer Needed
CMO	1	Executive Desk & Cabinet Assembly	2004	Kimball			18 year old desk and cabinets
Police Dept.	1	PD Retired Police Squad	2016	Ford	Police Interceptor Sedan	1FAHP2MK1GG150468	85,000 miles Old 1036
Police Dept.	1	PD Retired K-9 Squad	2017	Ford	Police Interceptor Utility	1FM5K8AR5HGE14689	81,000 miles, old K-9 unit Old 1029
Police Dept.	1	PD Retired Police Squad	2017	Ford	Police Interceptor Utility	1FM5K8AR1HGE14690	82,500 miles Old 1035
Public Works	1	Retired Public Works Truck	2011	Ford	F350	1FTRF3B67BEB05388	45,500 miles with transmission concerns
Public Works	1	Retired Public Works Truck	2006	Ford	F250	1FTSX21P56EA85635	66,200 miles
Police Dept.	1	PD Retired Police Squad	2017	Ford	Police Interceptor Utility	1FM5K8AR3HGE14688	86,600 miles
Public Works	1	Steel Desk	Unknown				No Longer Needed/used
Public Works	1	Evaporative System Leak Tester	Unknown	OTC	Leak Tamer		No Longer Needed/used
Public Works	1	Wheel Lift	Unknown	Unknown			No Longer needed/used
Public Works	1	Hydraulic Pipe Bender w/Mandrels	Unknown	Unknown			No Longer Needed/Used
Public Works	1	Pair Federal Signal Emergency Lights	Unknown	Federal Signal	FV26-D		No Longer Needed/Used
Police Dept.	1	Taser				X00-375194	Obsolete/ end of life
Police Dept.	1	Taser				X00-609804	Obsolete/ end of life
Police Dept.	1	Taser				X00-609154	Obsolete/ end of life
Police Dept.	1	Taser				X00-609186	Obsolete/ end of life
Police Dept.	1	Taser				X00-374731	Obsolete/ end of life
Police Dept.	1	Taser				X00-374776	Obsolete/ end of life
Police Dept.	1	Taser				X00-609149	Obsolete/ end of life
Police Dept.	1	Taser				X00-374754	Obsolete/ end of life
Police Dept.	1	Taser				X00-609164	Obsolete/ end of life
Police Dept.	1	Taser				X00-684542	Obsolete/ end of life
Police Dept.	1	Taser				X00-374774	Obsolete/ end of life
Police Dept.	1	Taser				X00-375267	Obsolete/ end of life
Police Dept.	1	Taser				X00-374793	Obsolete/ end of life
Police Dept.	1	Taser				X00-609894	Obsolete/ end of life
Police Dept.	1	Taser				X00-609124	Obsolete/ end of life
Police Dept.	1	Taser				X00-609163	Obsolete/ end of life
Police Dept.	1	Taser				X00-609173	Obsolete/ end of life
Police Dept.	1	Taser				X00-609192	Obsolete/ end of life
Police Dept.	1	Taser				X00-374741	Obsolete/ end of life
Police Dept.	1	Taser				X00-374766	Obsolete/ end of life
Police Dept.	1	Taser				X00609144	Obsolete/ end of life
Police Dept.	1	Taser				X00-375156	Obsolete/ end of life
Police Dept.	1	Taser				X00480323	Obsolete/ end of life
Police Dept.	1	Taser				X00-374740	Obsolete/ end of life
Police Dept.	1	Taser				X00-374769	Obsolete/ end of life
Police Dept.	1	Taser				X00-374721	Obsolete/ end of life
Police Dept.	28	Taser batteries	various				Obsolete/ end of life
Police Dept.	16	Taser holsters	various				Obsolete/ end of life

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Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: Bid Award – Public Works Garage Floor Replacement – Phase 1

Staff Recommendation: Motion to award the bid for the Public Works Garage Floor Replacement–Phase 1 to the lowest responsive and responsible bidder, Honch Concrete, LLC, and adopt a Resolution authorizing the City Manager to execute a contract with Honch Concrete, LLC in the amount of $181,193.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract.

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

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Background:
The Public Works garage floor has reached the end of its service life and requires replacement. Areas of the floor continue to crack and break apart creating cavities in the surface of the floor. These breaks develop into tripping hazards and require regular corrective maintenance in order to maintain a safe working environment for the employees in the garage. Due to the size of the garage and the constant use of the facility by Public Works employees and equipment, this project has been broken down into several phases over the next couple of years. This first phase of the project will address the floor in the north end of the garage. The project will include removal and replacement of the current floor and striping of walking lanes and parking spots on the new floor.

The City of Crystal Lake publically opened and read the bids on August 17, 2023. The base bid includes the concrete removal and replacement. Alternate 1 (not recommended for award) is an epoxy sealer. Alternate 2 (recommended for award) is striping of the floor. The bid results are summarized as follows:

	Bidders	
Description	**Honch Concrete**[1] Barrington Hills, IL	**Carmichael Construction** Marengo, IL
Base Bid	$179,693.00	$275,781.000
Alternate #1 (Provide Fluid Applied Flooring)	No Bid	$45,741.000
Alternate #2 (Concrete Striping)	$1,500.00	$5,000.000
Total (Base Bid and Alternate 2)	**$181,193.00**	**$280,781.00**

[1] Indicates Recommended Lowest Responsive and Responsible Bidder

Recommendation:

The contract award amount of $181,193.00 includes the replacement of the Public Works garage floor in the Street Department bay ($179,693.00) plus pricing for striping the newly replaced section of concrete floor ($1,500.00), for a total of $181,193.00. This project is included in the Fiscal Year 2023/2024 Capital Budget.

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

Staff and the City's consultant, Wold Architects and Engineers, have reviewed the bids and checked the references for Honch Concrete, LLC. They meet all of the City's requirements. Funds are available in the FY2023/2024 budget for this work.

Votes Required to Pass:

Simple majority vote

RESOLUTION

WHEREAS the floor of the Public Works garage has reached the end of its service life and requires replacement; and

WHEREAS the CITY advertised, received and publicly opened the bids for the Public Works Garage Floor Replacement –Phase 1 project on August 17, 2023; and

WHEREAS the lowest responsive and responsible bidder is Honch Concrete, LLC

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Honch Concrete, LLC for the Public Works Garage Floor Replacement –Phase 1 project in the bid amount $181,193.00; and

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

DATED this 5th day of September, 2023.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 5, 2023
APPROVED: September 5 2023

Draft

August 23, 2023

Don Christenson, Superintendent, Public Works
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, Illinois 60014

Re: City of Crystal Lake
Public Works Garage Floor Replacement Phase 1
Commission No. 233061

Dear Don:

We recommend the following be presented to the City Council.

On Thursday, August 17, 2023, at 10:00 a.m., bids were received from two contractors for the Public Works Garage Floor Replacement Phase 1 project. A bid tabulation is attached for reference. The selection of alternates does affect the low bidder.

For the total scope of work, Honch Concrete, LLC. from Barrington Hills, Illinois submitted the low combined bid (Base Bid and Alternate #2) in the amount of $181,193.00. The City does not wish to proceed with the additional work identified as Alternate #1.

We conducted a scope review meeting with Honch Concrete, LLC. and have concluded that they accounted for all the requirements for the project in their bid.

We are recommending award of bid to Honch Concrete, LLC. the amount of $181,193.00.

Please feel free to contact me with any questions.

Sincerely,

Wold Architects and Engineers

Kirsta Ehmke

Kirsta Ehmke | AIA
Associate

Attachment

cc: Ernie Hagenow, City of Crystal Lake
Mike Wisinski, City of Crystal Lake
Matt Bickel, Wold

KH/L:/CI_Crystal Lake/Public Works/233061/Admin & PM/Letters/2023.8.23 Letter to Don Christenson

Project Name: **Public Works Garage Floor Replacement Phase I**

BID TABULATION

Commission No.: 233061
Date: August 17, 2023
Time: 10:00am

Wold Architects and Engineers
220 N. Smith St. - Suite 310
Palatine, Illinois 60067
847.241.6100 Fax: 847.241.6105

Bidders Name	Addendum Numbers	Bid Security	Base Bid	Alternate #1 Provide Fluid Applied Flooring	Alternate #2 Concrete Striping	Remarks
Carmichael Construction, Inc. 1080 E Grant Highway Marengo, Illinois 60152 T: (815) 568-8337	N/A	X	$275,781.00	$45,741.00	$5,000.00	
Honch Concrete, LLC 10553 Braeburn Road Barrington Hills, Illinois 60010 T: (708) 510-5764	N/A	X	$179,693.00	-	$1,500.00	

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: Intergovernmental Grant Agreement between the State of Illinois/Department of Natural Resources and the City for the Three Oaks Recreation Area Lake Loop Trail Project.

Staff Recommendation: Motion to adopt a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with the State of Illinois/Department of Natural Resources for the Three Oaks Recreation Area Lake Loop Trail Project.

Staff Contact: Nick Hammonds, Assistant City Manager

Background:

Through the Illinois Department of Natural Resources (IDNR), Federal Highway Administration's Recreational Trails Program (RTP), the City submitted a grant application for the Three Oaks Recreation Area to fund a portion of the construction of the lake loop trail. The RTP grant included numerous conditions that aligned with the scope of the lake loop trail project, including:

- Demonstrated positive support from the public for the project:
  The City held a public forum on March 8, 2023 and received positive feedback from all public attendees in support of the project. In addition, completing a lake loop trail is the most frequently requested amenity in annual surveys of Three Oaks guests.
- Close proximity and/or connection to local and regional pedestrian paths:
  The Prairie Trail connection at the Main Street entrance provides direct connection to the regional trail spanning from Wisconsin through Elgin.
- The path must be non-motorized:
  The lake loop trail will continue the gravel path around the lake for pedestrian and bicycle use only.

Staff is pleased to announce that the City is a recipient of the grant award which will fund $200,000.00 in construction costs. The grant is a reimbursement, whereby the City will invoice IDNR for the project costs after they are incurred by the City. This is similar to other projects the City has completed with State of Illinois funds. Phase one construction of the lake loop trail is anticipated to begin in May 2024. The grant funds will be allocated towards the construction occurring in Fiscal Year 2024B (May 1, 2024 – December 31, 2024). The City must invoice IDNR for the full amount of the grant award prior to the expiration of the grant agreement on September 14, 2025.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, a Three Oaks Recreation Area master plan workshop was held in September 2018 to identify future amenities; and

WHEREAS, the highest rated project was the lake loop trail which will connect the existing trails into a continuous loop surrounding the lake; and

WHEREAS, the City has received a grant award through the Illinois Department of Natural Resources ("IDNR"), Federal Highway Administration's Recreational Trails Program which will fund $200,000 of the cost of construction of the loop trail; and

WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to enter into a Grant Agreement with the State of Illinois, in substantially the form attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the Mayor is hereby authorized to execute the Grant Agreement with the State of Illinois/Department of Natural Resources (IDNR) for the Three Oaks Recreation Area Lake Loop Trail Project in substantially the form attached hereto as Exhibit A; and

DATED this 5th day of September, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 5, 2023
APPROVED: September 5, 2023

Draft

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Natural Resources
AND
CITY OF CRYSTAL LAKE

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and **City of Crystal Lake** (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Department of Natural Resources

By: _____
Signature of Natalie Finnie, Director
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____
Designee

City of Crystal Lake

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: _____
Printed Title: _____
E-mail: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on **09/15/2023** and expires on **09/14/2025** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds **shall not exceed $200,000.00,** of which **$200,000.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be subject to provisions in **PART TWO** or **PART THREE**).

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **TBD**, the federal awarding agency is **Federal Highway Administration**, and the Federal Award date is . If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is **422-11-1154** and the CSFA Name is **Recreational Trails Program (FY23)**. If applicable, the State Award Identification Number (SAIN) is **RTP 23-175**.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **DX1HNP44F4K5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366005840** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: **Governmental Unit**.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily

excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit

annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the

agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same

purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee

must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in State-issued Awards, but expends $300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards

(GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends $750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2),

Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be

requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to

enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s)

controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, development, and rehabilitation of lands for public outdoor recreational purposes.
This grant is funded through the Federal Recreational Trails Program (RTP). It is funded up to 80%.

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, development, and rehabilitation of lands for public outdoor recreational purposes.

Project Description: In total, this will approximately be a 3.5-mile long, 8' wide crushed stone looped trail. This path will connect to the existing 26-mile Prairie Trail, providing its users direct access to neighboring cities such as Algonquin and Richmond. This trail will also connect to the North Branch Trail Link (1.5 miles), Hebron Trail (4.5 miles), and Algonquin Road Trail Access (1.5 miles to Kane County and 24.5 miles to State Line) .

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EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Federal Highway Administration's (FHWA) Recreational Trails Program (RTP). It is funded 80% through RTP and 20% by the project sponsor (Grantee).
The Implementation and Billing Requirement Packet is incorporated into this Exhibit B as a separate attachment (labeled Exhibit B1).
Project billings shall be submitted to IDNR every 9 months at a minimum.
Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2*) or an approved project scope change. They will be reported on the Project Performance Report that is provided in the Implementation and Billing Requirement Packet.
*Exhibit B2 also includes the approved project budget
If the approved RTP project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.
If the grantee receives less than $300,000 in grant funds or charges the grant less than $25,000 for Force Account labor and/or non-bid labor/material purchase costs, the grantee will provide the IDNR with copies of any audits that report findings involving the RTP grant project.

This grant is funded through the Federal Highway Administration's (FHWA) Recreational Trails Program (RTP). It is funded 80% through RTP and 20% by the project sponsor (Grantee).

The Implementation and Billing Requirement Packet is incorporated into this Agreement by reference.

A billing request must be submitted within nine (9) months after grant approval, and at least once every nine (9) months thereafter until the project is completed. Each billing is paid at 80% of its value with the remaining 20% being paid by the Grantee as the required match. Grantee shall be responsible for all costs deemed unallowable by the IDNR, and FHWA. Forms and instructions presented in Exhibit B Implementation and Billing Requirements must be used.

Payment to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application or an approved project scope change. They will be reported on the Project Performance Report that is provided in the Implementation and Billing Requirement Packet.

If the approved RTP project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

If the grantee receives less than $300,000 in grant funds or charges the grant less than $25,000 for Force Account labor and/or non-bid labor/material purchase costs, the grantee will provide the IDNR with copies of any audits that report findings involving the RTP grant project.

Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the RTP grant as so specified in The National Recreational Trails Fund Act. Failure by the Grantee to submit the required final billing form and substantiating documentation within 90 days following the project expiration date will result in the Grantee forfeiting the final reimbursement and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Drew Jenkins	Name: Nick Hammonds
Title: Conservation Grant Administrator	Title: Assistant City Manager
Address: 1 Natural Resources Way, Springfield, IL 62702	Address: 100 West Woodstock Street, Crystal Lake, IL 60014

GRANTEE PAYMENT ADDRESS
(If different than the address above)

FOR GRANT ADMINISTRATION

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Drew Jenkins	Name: Nick Hammonds
Title: Conservation Grant Administrator	Title: Assistant City Manager
Address: 1 Natural Resources Way, Springfield, IL 62702	Address: 100 West Woodstock Street, Crystal Lake, IL 60014
Phone: 217-782-4426	Phone: 815) 356-3675
TTY#:	TTY#:
E-mail Address: Andrew.Jenkins@Illinois.gov	E-mail Address: nhammonds@crystallake.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the general public by accomplishing the following items:
Providing community members with an area that can be utilized by members of the general public for outdoor recreational use.
Periodic Performance Reports & Periodic Financial Report:
Periodic Performance Reports: Is due every January 1, April 1, July 1, and October 1 throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois IDNR}. Failure to submit a status report will result in no reimbursement (for projects over $2SK). A copy is provided in Exhibit Bl of the Implementation & Billing Requirements.
Periodic Financial Report: Is due when requesting reimbursement. A copy is provided in Exhibit B1 of the Implementation & Billing Requirements.

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the general public by accomplishing the following items:

Providing community members with an area that can be utilized by members of the general public for outdoor recreational use.

Periodic Reports. The grantee is required to submit the following periodic reports:

Periodic Performance Report (PPR) that describes the progress of the project, and the Periodic Financial Report (PFR) that documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget. Below is the required periodic reporting schedule for this Award.

Reporting Period	PPR and PFR Due Date
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

Final Project Report. The grantee shall submit a written Final Project Report to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Department.

Final Project Report shall include but not be limited to the following information:
- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor.

Failure to provide the Final Project Report. As required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section:	**05-Audit**
Conditions:	Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.
Risk Explanation:	Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.
How to Fix:	Implementation of grantee's corrective action plan.
Timeframe:	When corrective action is complete.

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PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII
AUTHORIZED SIGNATORY

23.1. Authorized Signatory. The signature of the Authorized Representative for the Grantor on the signature page of this Award is considered the Authorized Signatory for purposes of this Agreement. Any amendments or changes to this Agreement must be approved and signed by the Authorized Signatory.

ARTICLE XXIV
ILLINOIS WORKS JOBS ACT

24.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of $500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

ARTICLE XXV
ADDITIONAL BUDGET PROVISIONS

25.1. Restrictions on Discretionary Line-Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (1) ten percent (10%) of the Budget line item, or (2) one thousand dollars ($1,000) of the Budget line item. Discretionary line-item transfers may not result in an increase to the Budget Total. Transfers above 10% of a line item, or over $1,000 must be requested in advance and be approved by the Grantor.

ARTICLE XXVI
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

26.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund Grant Funds disbursed to it under this Agreement for costs determined ineligible,

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

26.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

ARTICLE XXVII
ADDITIONAL MODIFICATION PROVISIONS

27.1. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

27.2. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 2.1 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

ARTICLE XXVIII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

28.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

28.2. Grantee will be responsible for the maintenance of any equipment purchased with grant funds.

ARTICLE XXIX
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

29.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations.

29.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

29.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

29.4. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq).

ARTICLE XXX
ADDITIONAL MISCELLANEOUS PROVISIONS

30.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

ARTICLE XXXI
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

31.1. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

31.2. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

ARTICLE XXXII
INCORPORATION

32.1. Incorporation into Agreement. The full Uniform Application, Unform Budget, Grant Manual, are hereby incorporated into this Agreement and therefore are a part of this Agreement.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXIII
REPORT DELIVERABLE SCHEDULE

33.1. Periodic Reports. The grantee is required to submit the following periodic reports: Periodic Performance Report (PPR) that describes the progress of the project, and the Periodic Financial Report (PFR) that documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget. Below is the required periodic reporting schedule for this Award.

Reporting Period	**PPR and PFR Due Date**
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

33.2. Final Project Report. The grantee shall submit a written Final Project Report to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Department as outlined in the Implementation & Billing Report.

Final Project Report shall include but not be limited to the following information:

- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor.

Failure to provide the Final Project Report. As required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

ARTICLE XXXIV
EQUIPMENT REPORTS

34.1 Equipment Reports. Are due on December 31st during each of the first 5 years following the project award. The Equipment Use Report shall suffice as the Annual Progress Report required if the equipment purchase was the only aspect of the project. (2 CFR 200.313)

ARTICLE XXXV
REIMBURSEMENT OF COSTS INCURRED

35.1. Reimbursement Based Program. Grant funds are available on a reimbursement basis for

expenditures incurred by the Grantee during the grant term as identified in this Agreement. Costs incurred prior to the effective date of this Agreement, and costs incurred after the expiration date of this Agreement are not eligible for reimbursement.

ARTICLE XXXVI
FINANCIAL INFORMATION

36.1 Cash Management. The Cash Management requirements and Interest requirements listed in Paragraphs 4.4 and 4.7 of PART ONE respectively do not apply as the federal funds of this agreement are only paid to the Grantee as reimbursement of prior project expenditures.

36.2 Timely Billing. The Timely Billing requirements listed in Paragraph 4.8 of PART ONE are modified to require the Grantee to submit billings at 9-month minimum intervals. The nine-month intervals begin on the date of the Director's award letter.

36.3 Project Costs. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Recreational Trails Program as so specified in 17 IL Adm. Code 3090 and in the National Recreational Trails Fund Act.

36.4 Payment. Any payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR following all instructions provided in the Implementation and Billing Packet.

36.5 Project Billings. Project billings shall be submitted to IDNR every 9 months at a minimum. Each billing is paid at 80% of its value with the remaining 20% being paid by the Grantee as the required match. Forms and instructions presented in the Implementation and Billing Requirements must be used.

36.6 Reimbursement. A project shall be deemed completed for grant payment when the Grantee submits a final certified development project billing form seeking final grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within 60 days following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.

36.7 Costs. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment.

36.8 Records. The Project Sponsor shall maintain, for a minimum of three years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR, or the Auditor General, or the Attorney General if requested, for auditing at reasonable times. Failure by the Project Sponsor to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

36.9 Audit. The Project Sponsor (grantee), within 30 days of notification, shall provide the Department with a copy of any Project Sponsor agency-wide audit(s) covering the period of the RTP grant expenditures that report "findings" involving the herein referenced RTP project.

ARTICLE XXXVII
RTP SPECIFIC TERMS

37.1 Term. For projects receiving grant assistance for development costs only, terms of this Part and the Grant Agreement shall no longer apply after the following time periods:

Total Grant Award	Time Period After Final Billing
$1 to $50,000	5 years
For every $10,000 increment over $50,000	Add 1 year

37.2 Covenant. For projects receiving acquisition grant assistance, a covenant must be placed on the acquired property deed at the time of recording that stipulates the property will be available for public RTP use or the site will revert to the IDNR.

37.3 Property. Property acquired or developed with RTP grant assistance shall (1) be operated and maintained in a safe and attractive manner for the benefit of recreational trails use without regard to sex, race, color, religious belief, or national origin, nor on the basis of residence, except to the extent that reasonable differences in admission or user fees may be imposed, and (2) not be converted to a use that prohibits RTP recreational trails use as specified herein without written approval from the IDNR. Specific actions regarded as conversions, although not inclusive, are as follows:

(a) The sale or exchange of ANY portion of the project site or granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

(b) Any significant deviation from the approved project site plan or change, alteration or disposition of the project site to other than recreational trails use unless specifically authorized in this Agreement or by the IDNR.

37.4 Concessions. The Grantee may operate and/or construct appropriate facilities for disbursing food to the public and/or any other services as may be deemed necessary and appropriate, or may enter into a contract or agreement with responsible concessionaires to disburse food or provide any other service as may be desired by the public and the Grantee to enhance recreational trails use of the project site. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

37.5 Deviation/Conversion. It is hereby agreed and understood by the Grantee that any deviation or conversion of the project site from recreational trails use without IDNR approval shall be considered a breach of this Agreement resulting in either (1) the repossession and disposition of all land and equipment/materials purchased through the RTP grant or (2) the repayment of funds to the IDNR equal to the original grant amount disbursed to the Grantee or the property's certified fair market value at the time of non-compliance, whichever is deemed most appropriate by the IDNR.

37.6 Change in use. Should the real property purchased by the Grantee pursuant to this Agreement be used for any purpose other than those purposes contemplated in this Agreement, IDNR reserves the right to require the Grantee to purchase an alternative parcel of real property of equal of greater value other than the value of the property purchased with the grant funds received, and said alternative real property shall be subject to the same terms, covenants, and conditions imposed by this Agreement on the original parcel.

37.7 Subcontractor Requirements. The Grantee shall insert as an integral part of any publicly bid contract for the approved project work, the following provisions:

(a) The Contractor shall abide by and comply with all applicable local, State and federal laws and regulations relating to contracts involving public funds and the development / construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the IL Dept. of Labor and posted by the Contractor in a prominent and accessible place at the project work site.

(b) The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of $1,000,000.00, and shall indemnify, protect, defend at its own cost, and hold harmless the IDNR from and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, though, or by virtue of the construction and development of the specified project facilities.

(c) The Contractor shall abide by the "Employment of IL Workers on Public Works Act" (30 ILCS 570, sec 1-7) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the US Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer and DNR.

37.8 RTP Program Rules. IDNR and the Grantee agree to perform this Agreement in accordance with the federally funded Recreational Trails Program as created pursuant to the National Recreational Trails Fund Act and funded through the Moving Ahead for Progress in the 21st Century Act (MAP-21) and jointly administered by the IDNR and Illinois Department of Transportation; with the rules promulgated pursuant to these Acts, including applicable U.S. Department of Transportation regulations, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.

37.9 Permits, Licenses, Consent. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.

37.10 Grant Site. The Grantee shall be responsible for adequately patrolling the RTP grant site to ensure proper usage of the facility and user compliance with all State and local regulations. Failure of the Grantee to take corrective measures which bring the site into compliance or to help remedy complaints lodged by local citizens concerning misuse of the RTP grant site shall be grounds for a finding of program non-compliance and is subject to corrective measures by IDNR as deemed appropriate.

37.11 Insurance. During all times of operation of a motorized RTP grant site, the Grantee (excluding local political subdivisions) must possess insurance protection providing a minimum of $1,000,000 per occurrence liability coverage.

37.12 Alcohol Prohibited. The possession, sale or consumption of alcoholic beverages on RTP assisted sites is expressly prohibited.

37.13 Intellectual Property. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.

37.14 Materials License. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.

37.15 Plans. Grantee will review and approve plans to ensure state and federal requirements are met.

37.16 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Grantee will ensure all acquisitions of rights-of-way comply with Titles II and Ill of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and upon request, provide certification of compliance to Grantor. Grantor will provide assistance, and perform audits to the extent necessary, to assure validity of Grantee's certification of compliance with Titles II and III of the aforesaid Act.

37.17 Responsibility. Grantee shall assume responsibility for the administration, control, reconstruction, and maintenance of all multi-use trails, paths, and facilities constructed as part of this Agreement. Grantee shall require its sub-contractors to indemnify and hold the State of Illinois and its employees harmless from all claims for injuries and damages to persons or property relating to the use, maintenance, or reconstruction of the multi-use trails, paths, and facilities.

37.18 Design and Implementation. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by

reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles.

37.19 Schedule and Plans. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.

37.20 Environmental and Cultural Resource Compliance. Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

37.21 Appraisal. The Grantee shall provide to the IDNR for approval all land appraisals done per this Agreement PRIOR to commencing the project land acquisition.

37.22 IDNR Recognition. Project Signage & Publicity: Grantee agrees to post a "Recreational Trails Program" (RTP) grant acknowledgement sign at the grant-assisted site specified herein. At a minimum, the sign must include the following wording:

THIS TRAIL/FACILITY RECEIVED FUNDING ASSISTANCE
THROUGH THE FEDERALLY FUNDED RECREATIONAL TRAILS PROGRAM
ADMINISTERED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES

37.23 Site Development Plan. The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR, and made a part of Grantee's application. Grantee shall make all development plans and specifications available for review by IDNR upon request.

37.24 IDNR Site Access. It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

37.25 Environmental Testing. Grantee acknowledges that Grantor has not and will not perform any environmental testing on any real property to be acquired with the grant funds or used in connection with this project. Grantee further assumes all responsibility for any and all environmental testing that may be necessary for the use of the property by the public. Environmental testing may include, but is not limited to, actions set forth in in the American Society and Testing Materials (ASTM) Standard Practice for Environmental Site Assessments (ESA). Grantee assumes all liability and is solely responsible for any loss, damage, costs or expenses arising from Grantee's failure to conduct the necessary environmental testing and remediation of any environmental or human health risks.

ARTICLE XXXVIII
ACKNOWLEDGEMENT OF FUNDING SOURCE

38.1 Funding Source/IDNR Recognition. The grantee shall give proper credit to the appropriate Fund and coordinate with the Department on any publication, written document, news article, television and radio release, interview or personal presentation, if initiated by the grantee, which refers to the project.

38.2 Signage. The grantee shall post a sign, include a logo or affix a decal, if practical and applicable, crediting the applicable Fund. Signs, logos and decals may be supplied by the Department. The IDNR will provide guidance to the grantee for posting of signs, logos and decals on projects awarded under this Fund.

ARTICLE XXXIX
BUILD AMERICA BUY AMERICA

39.1 As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.
Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

39.2 The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

39.3 For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: September 5, 2023

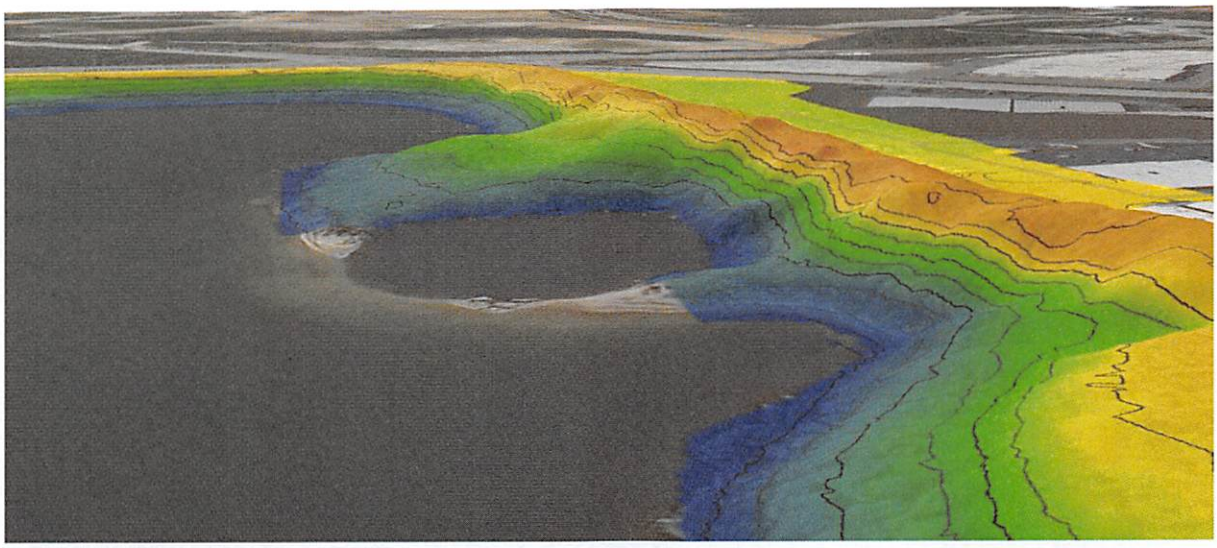
Item: Proposal Award - Preliminary Engineering Services for the Three Oaks Recreation Area Multiuse Path

Staff Recommendation: Motion to award the proposal for Three Oaks Recreation Area Multiuse Path preliminary engineering services to Clark Dietz and adopt a Resolution authorizing the City Manager to execute an agreement with Clark Dietz for the Three Oaks Recreation Area Multiuse Path Preliminary Engineering Consultant Services in the amount of $87,700, approve warranted changes for up to 10 percent of the agreement cost, and to approve warranted completion date extensions.

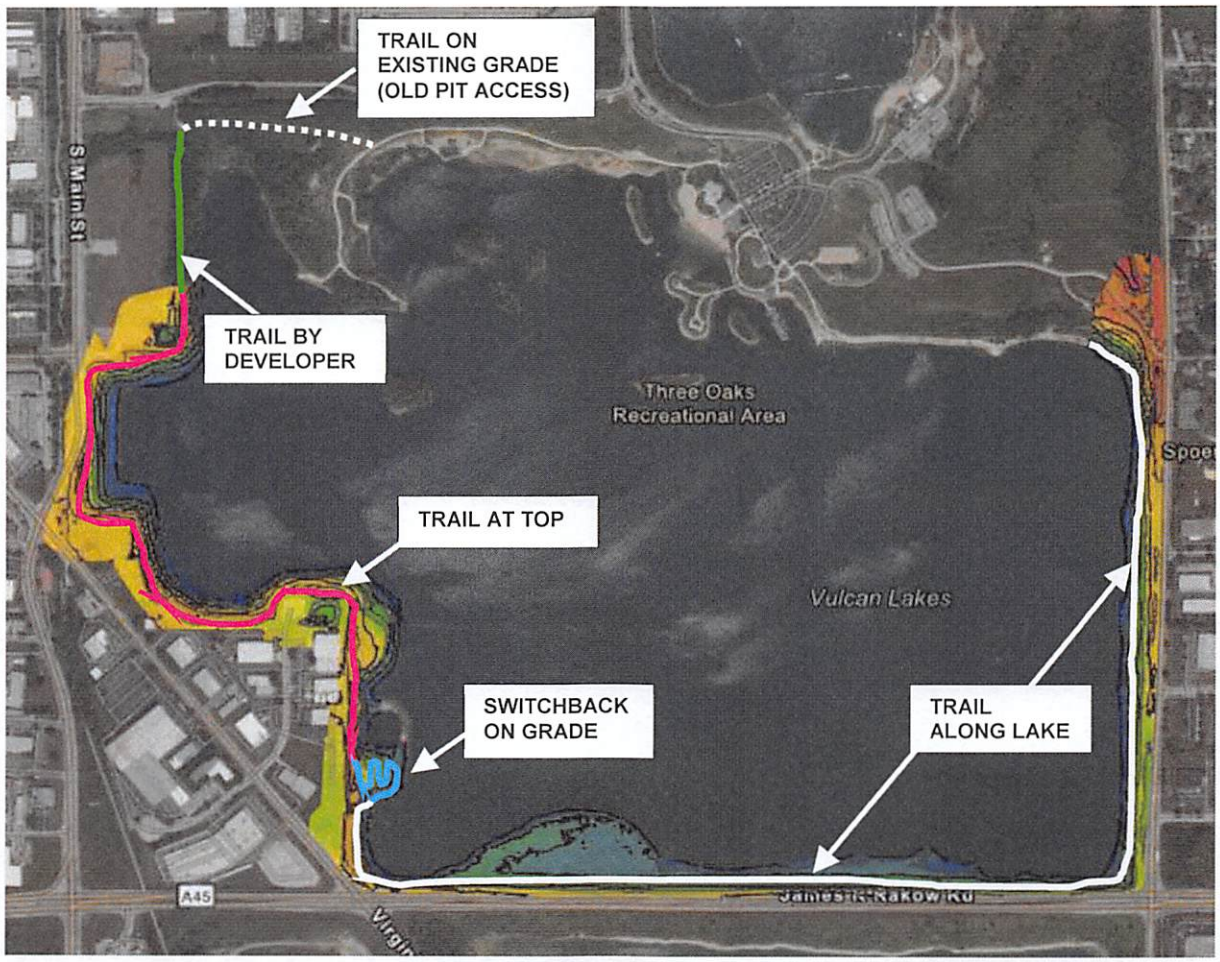
Staff Contact: Michael P. Magnuson, P.E. Director of Public Works and Engineering
Nick Hammonds, Assistant City Manager

Background:
The Master Plan for the Three Oaks Recreation Area includes a lake loop trail that will connect the existing trails into a contiguous loop surrounding the lake. Completing a lake loop trail is the most frequently requested amenity in annual surveys of Three Oaks guests.

Staff from the City Manager's Office and the Public Works and Engineering Department have met over a period of months to develop a more cost effective approach to creating a loop trail. This work involved a field review of the shoreline and slopes and initial concepts for the path. The City then tasked our Geographic Information System (GIS) consultant to perform a topographic survey of the lake area utilizing LIDAR (light detection and ranging) data captured by a drone. The survey data was utilized to create a detailed 3D model of the area surrounding the lake (see below):



Utilizing the survey data and field review, staff developed a path concept that takes advantage of the current topography as much as possible and limits or eliminates the need for costly boardwalk sections. The proposed routing includes sections near the lake similar to the existing trails as well as sections of the trail at the top of the adjacent embankments. The concept routing is shown below:



The steep slopes surrounding the lake are the greatest challenge in engineering a path. Initial estimates for the path prepared as part of the Master Plan estimate the cost at $4.9 million. This cost estimate is based on a path that is primarily at lake level with stretches of path on an elevated

boardwalk structure consisting of piers, deck, railing, etc. The Master Plan estimate also included amenities such as washrooms (pit and green flush) that would require electrical and water service.

A basic eight to ten foot wide gravel path with retaining walls along the steepest sections is estimated to cost approximately $2.8 - $3 million ($1.9 million less than the Master Plan concept.) The width is needed for maintenance access and emergency purposes such as rescuing an injured patron. Also, typical construction equipment access for a project of this size will naturally result in an eight to ten foot wide path. City staff will continue to identify ways to reduce the project costs and utilize grant funding to offset costs.

Implementation Steps

In order to refine the concept and cost estimate, preliminary engineering is needed. The preliminary engineering will determine the optimum location for the path while minimizing the need for extensive earthwork and retaining walls. The preliminary engineering will also result in a refined cost estimate based on estimated quantities determined during the design process. Finally, the work products from the preliminary engineering can be used in future grant applications to demonstrate project readiness.

A separate final engineering contract will be required to prepare the required plans, specifications and bidding documents. It is anticipated that the project will be built in stages over time as funding permits. Final engineering proposals will be presented to the City Council at a later date.

Consultant Selection Process

The Engineering Division followed the City's Purchasing Policy to solicit proposals from consulting firms for the preliminary engineering services for this project. The City received proposals from four firms. The proposals were reviewed based on the consultants' proposed scope, qualifications and experience. Based on an initial review and ranking of the proposals, two of the four firms (Fehr Graham and Clark Dietz) stood out from the others. These two firms were invited to participate in an interview and to submit proposed hours and cost. The evaluation is summarized below:

Three Oaks Recreation Area - Multiuse Path Preliminary Engineering

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Clark Dietz		ERA		Fehr Graham		GSG	
Criteria	(1-10)	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
identify key aspects of the project and not submit a generic approach?	6	4.0	24.00	1.0	6.00	4.0	24.00	2.5	15.00
Project Manager demonstrated experience of projects which align with the proposed scope of services.	10	5.0	50.00	2.0	20.00	4.0	40.00	1.0	10.00
Firm examples are pertinent and aligned with the proposed scope.	8	4.0	32.00	4.0	32.00	4.0	32.00	1.5	12.00
Did firm present a well rounded team to evaluate all alternatives	9	4.0	36.00	2.0	18.00	3.0	27.00	2.0	18.00
Total Weighted Rating	33		142.00		76.00		123.00		55.00
PROPOSAL RANKING		4.30		2.30		3.73		1.67	
Total Cost		$87,700.00				$95,200.00			
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg)		2.60				2.40			
TOTAL VALUE RANKING =		3.45				3.06			

Based on the results of the interview and their proposed level of effort (hours and cost), the evaluation resulted in Clark Dietz's proposal as offering the best value to the City. Clark Dietz has previously worked on various City projects and has done a good job. Staff recommends selecting Clark Dietz.

Recommendation:

This contract is being presented pursuant to a request for qualification process. Under such process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City." City staff has reviewed the proposals received, and determined that the recommended consultant is the most well-suited for the project.

Based on the proposals received, the City's evaluation criteria and the detailed review by staff, it is the recommendation of staff that Clark Dietz be selected for the preliminary engineering services. The engineering portion of this project is included in the Fiscal Year 2023/2024 Capital Budget. The amount for preliminary engineering is less than what was anticipated.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE is desirous of continuing the existing multiuse path around the Three Oaks Recreation Area southern lake; and

WHEREAS, the CITY requires consultant preliminary engineering services; and

WHEREAS, proposals were publically solicited and reviewed resulting in a determination that Clark Dietz offered a proposal that is the most advantageous to the City.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement with Clark Dietz for preliminary engineering services in the amount of $87,700; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted changes orders for up to ten percent (10%) of the agreement value and to approve warranted time extensions.

DATED this 5th day of September, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: September 5, 2023
APPROVED: September 5, 2023

Draft

CITY OF
CRYSTAL LAKE
ILLINOIS

PROPOSAL PRICE FOR CONSULTANT SERVICES

Project Name: Preliminary Engineering - Three Oaks Recreation Area - Multiuse Path

Firm: Clark Dietz, Inc. Date: 08/21/23

Bid Authorized By: _____
Signature

Base Scope of Services:

ITEM	MANHOURS/EACH	TOTAL IN-HOUSE COSTS (PAYROLL + OVERHEAD)	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Meetings				**0.00**	
a. Kickoff Field Meeting	20	3,630.00		**3,630.00**	
b. Two Additional In-Office Meetings	16	2,980.00		**2,980.00**	
2. Supplemental Field Survey	34	5,080.00		**5,080.00**	
3. Alternatives	84	11,070.00		**11,070.00**	
4. Technical Memo	472	64,940.00		**64,940.00**	
TOTAL				**87,700.00**	

OPTIONAL TASKS / ADDITIONAL RECOMMENDED SERVICES Beyond the Base Scope of Service:

ITEM	MANHOURS	TOTAL IN-HOUSE COSTS (PAYROLL + OVERHEAD)	SERVICES BY OTHERS	TOTAL
Additional Items (Per Item Cost)				

Workhours and Direct Cost Estimate
Three Oaks Recreational Area - Multi-Use Path
8/21/2023

	Project Manager	Senior Engineer	Project Engineer 2	Project Engineer 1	Technician 2	Direct Costs	Total
	$200.00	$200.00	$140.00	$125.00	$125.00		
Meetings							
a. Kickoff Field Meeting (2 staff at 10 hours each, includes 2-mile site walkthrough and travel time)	10	-	10	-	-	$ 230.00	
b. Additional In-Office Meetings (2 staff at 4 hours per meeting)	8	-	8	-	-	$ 260.00	
Phase Subtotal	***18***	***0***	***18***	***0***	***0***		***36***
	$3,600.00	***$0.00***	***$2,520.00***	***$0.00***	***$0.00***	***$ 490.00***	***$6,610.00***
Supplemental Field Survey							
a. Field Data Collection (assumes 2 days of field data collection for critical components)	-	-	-	-	16	$ 680.00	
b. Data Processing	-	2	-	8	8	-	
Phase Subtotal	***0***	***2***	***0***	***8***	***24***		***34***
	$0.00	***$400.00***	***$0.00***	***$1,000.00***	***$3,000.00***	***$ 680.00***	***$5,080.00***
Alternatives							
a. Alternatives Design for Segments 3 and 4							
i. Typical Section Templates (2 templates x 4 hr/template)	-	1	2	6	-	-	
ii. Horizontal Alignments (approx. 3,500 ft x 2 alts x 4 hr/1,000 ft)	-	2	2	22	-	-	
iii. Vertical Alignments (approx. 3,500 ft x 2 alts x 4 hr/1,000 ft)	-	2	2	22	-	-	
iv. Corridor Models (2 alts x 8 hr/model)	-	-	-	16			
v. Impact Analysis and Summary	-	1	2	4	-	-	
Phase Subtotal	***0***	***6***	***8***	***70***	***0***		***84***
	$0.00	***$1,200.00***	***$1,120.00***	***$8,750.00***	***$0.00***	***$0.00***	***$11,070.00***
Technical Memo							
a. 30% Submittal							
i. Horizontal Alignments Segments 1-2, 5-6 (approx. 9,500 ft x 1 alt x 4 hr/1,000 ft)	-	4	6	28	-	-	
ii. Vertical Alignments Segments 1-2, 5-6 (approx. 9,500 ft x 1 alt x 4 hr/1,000 ft)	-	4	6	28	-	-	
iii. Corridor Model (1 alt x 16 hr/model)	-	-	-	16	-	-	
iv. Impact Analysis and Summary	-	4	4	8	-	-	
v. Exhibits (Assume 50 scale preliminary plan/profile style)	-	2	-	16	-	-	
vi. Address 30% Submittal Comments	-	4	4	16	-	-	
b. 60% Submittal							
i. Typical Section Sheets (2 typical sections with details x 6 hr/section & 2 hr/detail)	-	1	1	16	-	$ 60.00	
ii. Plan and Profiles (10 sheets, 50 scale x 4 hr/sheet)	-	2	4	34	-	$ 60.00	
iii. Address 60% Submittal Comments	-	2	2	12	-	-	
c. 90% Submittal							
i. Preliminary Drainage Plan (approx. 13,000 ft x 6 hr/1,000 ft)	-	8	-	70	-	-	
ii. Plan and Profiles Updated (10 sheets x 2 hr/sheet)	-	1	1	18	-	-	
iii. Cross Sections (every 100 ft + critical areas, 150 sections, 5 sections/sheet, 30 sheets x 1 hr/sht)	-	2	6	22	-	$ 60.00	
iv. Estimate of Cost	-	8	24	24	-	-	
v. Address 90% Submittal Comments	-	1	1	8	-	-	
d. Technical Memo	-	16	-	32	-	-	
e. Client Coordination and Project Administration	6	-	-	-	-		
Phase Subtotal	***6***	***59***	***59***	***348***	***0***		***472***
	$1,200.00	***$11,800.00***	***$8,260.00***	***$43,500.00***	***$0.00***	***$180.00***	***$64,940.00***
Total	24	67	85	426	24		626
	$4,800.00	$13,400.00	$11,900.00	$53,250.00	$3,000.00	$1,350.00	$87,700.00

CITY OF
CRYSTAL LAKE
ILLINOIS

PROPOSAL PRICE FOR CONSULTANT SERVICES

Project Name: Preliminary Engineering - Three Oaks Recreation Area - Multiuse Path

Firm: Fehr Graham

Date: 08/14/23

Bid Authorized By:

Signature

Base Scope of Services:

ITEM	MANHOURS/EACH	TOTAL IN-HOUSE COSTS (PAYROLL + OVERHEAD)	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Meetings				**0.00**	
a. Kickoff Field Meeting	16	2,600.00		**2,600.00**	
b. Two Additional In-Office Meetings	18	3,400.00		**3,400.00**	
2. Supplemental Field Survey	42	5,800.00		**5,800.00**	
3. Alternatives	64	9,900.00		**9,900.00**	
4. Technical Memo	520	73,500.00		**73,500.00**	
TOTAL				**95,200.00**	

OPTIONAL TASKS / ADDITIONAL RECOMMENDED SERVICES Beyond the Base Scope of Service:

ITEM	MANHOURS	TOTAL IN-HOUSE COSTS (PAYROLL + OVERHEAD)	SERVICES BY OTHERS	TOTAL
Additional Items (Per Item Cost)				

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: September 5, 2023

Item: Hotel Tax Funding Guidelines and Hotel Tax Rate

Staff Recommendation: 1. Motion to adopt the proposed amended Hotel/Motel Tax Funding Guidelines

2. Motion to adopt an Ordinance amending Section 467-39 of the City Code Increasing Rate of Taxation from 5% to 6% of Rents Collected relating to the City's Hotel/Motel Tax

Staff Contact: Jodie Hartman, Director of Finance

Background

In 2004, the City of Crystal Lake enacted a program to distribute Hotel/Motel (Hotel) Tax receipts to various community based, not-for-profit organizations. Program guidelines outline the eligibility of organizations and the allowed use of the funds. The City Council reviews applications every two years, awarding allocations on a reimbursement basis to qualified applicants. At the request of the City Council, staff has explored options for modifying the Hotel Tax Funding Program. Staff has prepared suggested revisions for City Council to consider regarding various program criteria.

Home Rule municipalities, such as Crystal Lake, are not restricted statutorily on the use of Hotel Tax receipts. This gives the City the freedom and flexibility to use the Hotel Tax proceeds as the City believes is best for the community. Crystal Lake has historically chosen to distribute Hotel Tax receipts in their entirety under the program.

Recommended Changes

Staff has prepared revisions to the program guidelines based on feedback from the recent budget workshop discussion and elements of programs from other communities. Highlights of the key revisions include:

1. Requirement of all recipients of the Hotel/Motel Tax Funding to link requests to event/activity specific costs. General operational expenses would not be allowed.
2. Eligibility of for-profit organizations to apply, assuming other criteria are met. For profit groups would be required to produce evidence of hotel stays following their event or

program. This could be granted with or without the rate increase to provide additional funding. In addition, the amount available for for-profit groups could be capped.

3. Formalize the request for funding after the event/activity, with sufficient documentation.
4. Revise the evaluation process for funding allocation to include allocation preferences from City Council, with or without a formal Council workshop.

Event/Activity Specific Limitation

The recommendation is to limit the use of the Hotel/Motel Tax Funding to event or activity specific expenses only. The current guidelines state, "Funding may be provided for… cultural arts, special events, project/events that appear to Crystal Lake tourists/visitors, and other projects that will enhance Crystal Lake", which could be interpreted to include non-event/activity specific expenses. Adding this limitation would remove the ability to use funds for ongoing operational expenses, such as full-time salaries, utilities, facility maintenance or other ongoing operational purchases. Event specific expenses may include items such as marketing, performer fees, or event supplies. Organizations will be required to submit necessary documentation to link an expense to an event. Current program guidelines prohibit the use of funds for purchasing permanent equipment; this restriction remains in the amended guidelines.

For-Profit Organization Eligibility

One request for changes to the program was to include for-profit organizations in the eligibility requirements. Should the City Council decide to allow for-profit organizations in the eligibility list, Staff suggests including a requirement that those organizations must 1) prove they generate hotel stays during the year and 2) limit the amount they can receive to the amount of hotel tax they generate. As an example, a local business that regularly brings in tourists as a destination attraction could work with an area hotel to use a referral code. Their customers stay at the hotel and use the code, the hotel can then report on the number of stays and revenue generated by those stays. This would work similarly to a block of rooms. To limit the pool of for-profit applicants, the first criteria would be the most important to apply as a requirement.

In addition to these criteria, another restriction to add could be a cap on the total amount of hotel tax funds to be allocated to for-profit businesses. For example, if only 10% can be allocated to for-profit, along with the two criteria above, the remaining 90% of hotel tax funds could continue to support the local not-for-profit entities generating tourism and benefiting the community.

These additional restrictions are recommended in order to preserve the intent of the program and focus the use of the Hotel Tax funds for the benefit of the community. Without the additional restrictions, Staff anticipates a wide variety of applications from for-profit companies, which would then reduce the availability of funds for the not-for-profit organizations that currently utilize the program to enhance their offerings for tourism and community related events/activities.

Hotel Tax Rate Change

Many municipalities in Illinois collect a hotel/motel tax. The City originally set the Hotel Tax rate at 2.5% in 2002 when the tax was first approved. It was increased to 5% in June 2007, where it remains today. While non-home rule communities are limited to a maximum of 5%, home rule communities such as Crystal Lake have no limit on the rate that can be authorized.

Thirty-two (32) communities in the Chicagoland area were surveyed. Of those communities, rates varied from 3% at the lower end to 9% at the higher end. Twenty-six (26) are Home Rule communities, allowing for a rate higher than 5%. Excluding Crystal Lake, 12 communities have their rate at 5% like Crystal Lake. Seventeen (17) are at 6% or higher. Preliminary revenue estimates for fiscal year 2022/23 show about $350,000 in hotel tax receipts. This translates to about $35,000 per 0.5% or $70,000 per 1% of tax, should revenues remain stable at current levels. A summary of the survey results has been provided as Exhibit A.

Staff proposes increasing the Hotel Tax rate by 1% to 6%. This would keep Crystal Lake in line with the Home Rule communities surveyed. The additional 1% could be used to provide funding for qualified for-profit organizations, without reducing the pool of funds currently available to participating not-for-profit organizations, or to supplement not-for-profit applications. Another consideration would be to use the added funds towards an allocation for public art.

Program Facilitation Options

Outside of the program guidelines, there are a few additional items for Council consideration relating to the upcoming two-year cycle. Staff is requesting feedback from the Council on 1) setting caps on the allocation levels to public art and/or for-profit organizations and 2) the desired presentation and allocation method of the awards.

1. Looking at potential caps for public art and/or for-profit organizations, Staff has outlined three potential options under each tax rate. Should the tax rate remain at 5%, Staff recommends option 1 or option 2, preserving the maximum amount of funds for not-for-profit organizations. With an amended 6% tax rate, additional funding would be available beyond the current level, allowing funds for public art and/or for-profits without reducing the not-for-profit allocation. These options are suggestions and open to feedback or changes from the City Council for final implementation. As they are not included in the program guidelines, any decisions relating to these options can be altered or amended at the discretion of the City Council.

   Suggestions with **current 5%** tax rate

Category	Share of Available Hotel Taxes		
	Option 1	Option 2	Option 3
Not-For-Profit Events	100%	90%	80%
For-Profit Events with Overnight Stays	0%	0%	10%
Reserved for Local Art	0%	10%	10%

Suggestions with **amended 6%** tax rate

Category	Share of Available Hotel Taxes		
	Option 4	Option 5	Option 6
Not-For-Profit Events	90%	90%	80%
For-Profit Events with Overnight Stays	0%	10%	10%
Reserved for Local Art	10%	0%	10%

2. The determination of which organizations will receive awards and how much they will receive has evolved since the program's creation. Staff would like to know Council's preference for considering applications during a workshop for City Council. As the distribution of the Hotel/Motel Tax is at the discretion of the City Council, a workshop provides the City Council an opportunity to review the applications and determine award levels. If desired, Staff would reinstitute a Council workshop to review the applications. As was done previously, the Council could assign a priority to those organizations they feel best meet the program criteria and needs of the community as well as designate an allocation of the annual award amount to those organizations. Presentations from applicants would be at City Council's discretion. Staff would then aggregate the information into one formal recommendation. If it is not the desire of the City Council to have a formal workshop, City Councilmembers would be requested to provide similar feedback to Staff based on a report of applications received; Staff would then assemble a recommendation for Council consideration, amendment and approval.

Closing Remarks

Typically, the program guidelines and applications are released in November of each year. With anticipated changes, Staff will revise the application and develop the form for the request of funds for disbursements prior to the upcoming program application cycle.

The City is fortunate to have choices for how to reinvest Hotel/Motel Tax dollars back into the community. The proposed changes are recommendations and are open for discussion or alteration from the Council.

Votes Required to Pass:

Simple majority vote of the City Council

Hotel/Motel Tax Survey August 2023

COMMUNITY	TAX IMPOSED	HOME RULE?
Lincolnwood	9.0%	Yes
Elgin	8.0%	Yes
Schaumburg	8.0%	Yes
Evanston	7.5%	Yes
Huntley	7% +($3.00/Night)	Yes
Rosemont	7.0%	Yes
Tinley Park	7.0%	Yes
Bloomingdale	6.0%	Yes
Buffalo Grove	6.0%	Yes
Elk Grove	6.0%	Yes
Glenview	6.0%	Yes
Gurnee	6.0%	Yes
Hoffman Estates	6.0%	Yes
Round Lake Beach	6.0%	Yes
St. Charles	6.0%	Yes
West Dundee	6.0%	Yes
Wheeling	6.0%	Yes
Algonquin	5.0%	Yes
Arlington Heights	5.0%	Yes
Carol Stream	5.0%	Yes
Crystal Lake	5.0%	Yes
Geneva	5.0%	No
Harvard	5.0%	No
Johnsburg	5.0%	No
Lake Zurich	5.0%	No
Libertyville	5.0%	No
Lombard	5.0%	No
McHenry	5.0%	Yes
Sycamore	5.0%	Yes
Woodstock	5.0%	Yes
Aurora	3.0%	Yes
Barrington	3.0%	Yes
Hanover Park	3.0%	Yes

City of Crystal Lake

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Hotel/Motel Tax Funding Guidelines

Annual Awards for
May 2023 through April 2024 &
May through April 2025

Hotel Tax Funding Guidelines

The City of Crystal Lake Hotel Tax was established to improve the quality of life for its residents, corporate citizens and visitors. These funds are invested back into the community through designated events and activities that will enhance visitor appeal and encourage overnight stays.

Eligible Organizations
The City welcomes funding requests from Crystal Lake based organizations. Both federally recognized, tax-exempt, not-for-profit organizations and for profit organizations may apply. For profit organizations will be subject to additional restrictions, as outlined below.

Not every worthwhile project may be funded. Resources are directed to those areas where public support will have the greatest impact. In general, the following are not considered for funding:

- Individuals
- Organizations that support political candidates or political philosophies
- Organizations whose primary purpose is to influence, promote or attempt to initiate legislation
- Organizations in need of funding for travel outside of Crystal Lake
- Organizations with budget deficits incurred prior to application
- Endowments
- Organizations not based in Crystal Lake

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Priorities
The City is interested in funding organizations that demonstrate they have planned their projects with respect to the community's overall needs. When requesting funds, keep in mind priority is given to projects that:

- Generate overnight stays in Crystal Lake hotels/motels
- Encourage support of Crystal Lake businesses, restaurants and attractions
- Attract positive coverage in local, regional and national media
- Reach a broad section of the community
- Seek multiple sources of support rather than relying solely on the City of Crystal Lake
- Yield benefits to the community for the resources invested
- Promote cooperation among event organizers to reduce costs
- Enhance or improve the community

Eligible Expenses for Reimbursement
All expenses submitted for reimbursement must be to support a specific event(s) or activity occurring within Crystal Lake. Examples of expenses include marketing and promotion, contracted entertainers, or event supplies. Documentation will be required to prove eligibility based on staff review.

Expenses that will NOT be eligible for funding reimbursement include:

- Organization operational expenses not specifically related to the event(s) or activities held in Crystal Lake
- Travel expenses outside of Crystal Lake
- Salary/benefit expenses of personnel
- Purchase of permanent equipment

In addition to these requirements, all for-profit organizations must prove the generation of overnight stays within Crystal Lake hotels related to their event or activity. A certified report from a Crystal Lake hotel or motel referencing the number of stays, the room rate(s) and the name of the event will be required. A Crystal Lake for-profit organization may want to consider an arrangement with a local hotel for an event/activity code that attendees can provide with their reservation. For-profit organizations will be limited to reimbursement up to the amount of hotel tax generated within the program time period.

Funds must be used by the applicant, and only for the purposes approved. The City reserves the right to request additional documentation to substantiate compliance with the program guidelines. Applicant may not pass-through the funding to a secondary organization.

Application Process:
Submit one electronic copy of the application to swrolson@crystallake.org, along with supplemental materials.

- Not-for-profit organizations will need to include a copy of the Treasury letter certifying tax-exempt status as an organization that is not a private foundation and a copy of the organization's most recent Form 990- Income Tax Return of Organization Exempt for Income Tax.
- Letters of support, articles or data relating to the project may be included.
- Requests for funding must be typed and all questions contained within the application must be answered in a complete and thorough manner.

Applications and all supplemental materials must be submitted electronically by **5:00 p.m. on Friday, December 29, 2023**. An email confirming successful submission will be sent in reply. Applications and all supplemental materials received after that date will not be considered.

Review and Award:
All applications will be reviewed by City Staff and presented to the City Council for review and consideration of award. At City Council discretion, a workshop may be held regarding the discussion of potential awards, which would be open to the public for attendance and comment. Applicants may be asked for supplemental materials to present to City Council, highlighting the purpose of the requested funds. Staff anticipates the City Council to approve the final award in early 2024. The City may require awardees to sign an agreement with the City setting forth the terms of the funding award.

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Request of Funds:
All awardees will need to submit a request for reimbursement. The City will provide a request form that must be completed in its entirety and submitted with any required documentation. Requests will be reviewed by staff for compliance. All funding requests will be provided to City Council for approval of release at a regular, semi-monthly City Council meeting via the Account Payables agenda item. Funds will not be released prior to City Council approval.

Availability of Funds:
Funding for this program is made available exclusively from receipts of the Hotel/Motel Tax. Awards will be announced based on the funding available from receipts of the previous period, but may be amended by the City at any time. The City may reduce annual awards if sufficient funding is not expected to be available. In the event the event(s)/activity described in the application does not take place in any given year, awarded funds will not be disbursed.

Contact:
If you should you have any questions or need additional information, please feel free to contact Jodie Hartman at jhartman@crystallake.org or by phone at 815-459-2020 ext. 3652.

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Ordinance #:§
File

ORDINANCE AMENDING SECTION 467-39 OF THE CITY CODE INCREASING RATE OF TAXATION FROM 5% TO 6% OF RENTS COLLECTED.

WHEREAS, the City of Crystal Lake (the "City") is a home rule unit pursuant to Article VII, Section 6 of the Illinois Constitution, and as a home rule unit may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, pursuant to its home rule authority, the City adopted Article VIII of Chapter 467 of the Code of Ordinances of the City of Crystal Lake (the "City Code") creating a tax upon transient occupancy in hotels or motels; and

WHEREAS, Section 467-39 of the City Code imposes a tax of upon the privilege of occupancy in any hotel in the amount of 5% of the rent charged (the "Tax"); and

WHEREAS, pursuant to "Hotel/Motel Tax Funding Guidelines" adopted by the Mayor and City Council, the funds collected by the Tax are "invested back into the community through designated projects and events that will enhance visitor appeal and encourage overnight stays"; and

WHEREAS, awarding of funds collected by virtue of the Tax has positively impacted tourism within the City and encouraged overnight stays at hotels and motels within the City; and

WHEREAS, the Mayor and City Council have found and determined that providing additional funding through the increase of the Tax from 5% to 6% of rents collected would provide additional support for projects and events in the City which would, in turn, further enhance visitor appeal and increase overnight stays.

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.

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SECTION TWO. Amendment to Section 467-39. Tax Impose; payment of tax. Section 467-39 of the City Code is hereby amended as follows:

> For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax in the amount of ~~5%~~ **6%** of the rent charged by the operator. Said tax constitutes a debt owed by the transient to the City which is extinguished only by payment to the operator or to the City. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the Director of Finance may require that such tax shall be paid directly to the Director of Finance.
> .

SECTION FIVE. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this ___ day of _____, 2023

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: _____, 2023
APPROVED: _____, 2023
Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

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