CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
October 3, 2023
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – September 19, 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. **Special Event Request - Festival of Lights Parade, Street Closure, Parking Restrictions, and Fee Waiver – November 24, 2023**
   b. **Class 16 Temporary Liquor License Request – Knights of Columbus Council #10678 (St. Elizabeth Ann Seton) – Saturday, October 7, 2023**
   c. **Class 20 Temporary Liquor License Request – NISRA Foundation**

10. **Break Monster 5K Fun Run and Walk Special Event Request and Police Assistance Fee Waiver – October 27, 2023**

11. **City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Shree Pashwa Inc., d/b/a Mobil Mart, 250 N. Route 31**

12. **City Code Amendment to Increase the Number of Class 15 Liquor Licenses – Applicant: Olio E Vino LLC d/b/a The Olive Tap, 68 N. Williams Street**

13. **370 Greenview Drive - Simplified Residential Zoning Variation from the required 30-foot setback for a six-foot tall fence in the side yard abutting a street, allowing a five-foot setback**

14. **99 Maple Street - Simplified Residential Zoning Variations to allow a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required 7-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet into the required 20-foot rear yard setback**

15. 850 S. Route 31, Rita Corporation - Sign Variation to allow a freestanding sign exceeding the maximum height and square footage to allow a sign 8.9 feet high and 89.70 square feet

16. Midwestern Higher Education Compact Cooperative Purchasing Program for Desktop and Laptop Computers

17. Bid Award – Three Oaks Recreation Area Storage Building Concrete Installation

18. Proposal Award - Design Engineering Services for the Oak Street Improvements

Appropriation of Motor Fuel Tax (MFT) funds for Design Engineering Services related to the Oak Street Improvements

19. Proposal Award - Consultant Selection for Wastewater Engineering Services

20. Bid Award - Tree Pruning Services Contract

21. Board and Commission Reappointments – Historic Preservation Commission

22. Board and Commission Reappointments – Sustainability Committee

23. Council Inquiries and Requests

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

25. Reconvene to Regular Session

26. Adjourn

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Special Event Request - Festival of Lights Parade, Street Closure, Parking Restrictions, and Fee Waiver – November 24, 2023

Staff Recommendation: Motion to approve the 2023 Festival of Lights Parade to be held on Friday, November 24, 2023, subject to the conditions contained in this agenda supplement and a waiver of the Police Department chargeback fees (~$7,184 for Police Assistance)

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

Background:

Downtown Crystal Lake is requesting approval to hold the annual Festival of Lights Parade on Friday, November 24, 2023 at 7:00 p.m. in Downtown Crystal Lake. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police and Public Works Department assistance, this event is classified as a Special Event that requires City Council approval.

The parade participants and vehicles will line up at City Hall and use the far-east entrance/exit off Woodstock Street into City Hall. Parade participants will be asked to use the Alexander Commuter Lot to park their personal vehicles during the parade. During the parade, the Fire Rescue, Police, and Public Works Departments will use the west entrance/exit to City Hall. A map of the parade route is included for review.

The parade will follow the same route as previous years. Santa will light the tree located in the Brink Street Market instead of the tree at the end of Williams Street.

The following roads will be closed starting at about 6:30 p.m. for the parade route and will open when the route clears at about 8:30 p.m.

- Woodstock Street between Walkup Avenue and Caroline Street, and between Grant Street and Williams Street
- Caroline Street between Woodstock Street and Crystal Lake Avenue
- Crystal Lake Avenue between Caroline Street and Main Street
- Grant Street between Crystal Lake Avenue and Woodstock Street
- Williams Street between Woodstock Street and Crystal Lake Avenue

The road closures are the same as previous years.

In addition, the Downtown Crystal Lake organization is requesting to prohibit parking temporarily along the following streets from 5:00 p.m. until the end of the parade at approximately 8:30 p.m.:

- Both sides of Caroline Street between Woodstock Street and Crystal Lake Avenue,
- Both sides of Franklin Avenue between Williams Street and Walkup Avenue,
- Both sides of Woodstock Street between Grant Street and Williams Street,
- Both sides of Williams Street between Woodstock Street and Crystal Lake Avenue, and
- Both sides of Grant Street between Crystal Lake Avenue and Woodstock Street.

The Crystal Lake Police Department will place "NO PARKING AFTER 5 P.M. BY POLICE ORDER" signs along Caroline Street, Franklin Street, Williams Street, Grant Street, and Woodstock Street. The Downtown Crystal Lake organization will place City-owned barricades and parking cones to restrict parking along Williams Street and Woodstock Street.

City staff has reviewed the petitioner's request, and does not have concerns regarding the parade and the parking restrictions, providing the following conditions are met:

1) The Downtown Crystal Lake organization must coordinate with the Crystal Lake Police Department and the Crystal Lake Public Works Department regarding staffing, signage, and other needs for the parade.
2) Signs must be posted restricting parking on the following streets:
   a. Both sides of Caroline Street between Woodstock Street and Crystal Lake Avenue,
   b. Both sides of Franklin Avenue between Williams Street and Walkup Avenue,
   c. Both sides of Woodstock Street between Grant Street and Williams Street,
   d. Both sides of Williams Street between Woodstock Street and Crystal Lake Avenue, and
   e. Both sides of Grant Street between Crystal Lake Avenue and Woodstock Street.

   The signs must be removed after the parade has concluded.
3) City-owned barricades and parking cones will be used by the petitioner to block parking on Woodstock Street, both sides of Williams Street and Grant Street.
4) The petitioner must continue to work with City staff on how best to control spectators which may include 3-foot tall metal barricades, additional parade marshals, additional police assistance, or other acceptable crowd control measures to ensure the safety of all spectators and participants.
5) Any vendor present at this event, or present within the immediate area during the event, must have permission and approval from the Downtown Crystal Lake / Main Street organization, along with the appropriate proof of insurance and a vendor license. In addition, any business conducting a promotional activity must coordinate with the

Downtown Crystal Lake organization to ensure the activity does not conflict with the parade approval.

6) All debris created by the event must be cleaned up during and after the event. In addition, Lakeshore Recycling Systems, the City's refuse contractor, will conduct a special collection following the parade.
7) If tents or canopies will be used, the petitioner must contact the Fire Rescue Department for further review.
8) Barricades shall be placed so that firefighters are able to move them if emergency vehicles need access.
9) All Fire Hydrants shall be accessible.
10) Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event.
11) 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.
12) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
13) In the case of inclement weather, an alternate date can be approved by the City Manager.

The Police Department estimates that the cost for Police Officer assistance for this event is $7,184 based on the scope of the event. In previous years, Downtown Main Street has not been charged for the Police Officers. Downtown Crystal Lake Main Street has requested that Police Department chargeback be waived again this year.

As in previous years, the Public Works Department will assist in set up and road closures for the parade.

The applicant has been made aware of these recommended conditions and advised to attend the October 3, 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 Festival Of Lights Parade

EVENT LOCATION Downtown Crystal Lake

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

RECEIVED
AUG 25 2023
By

2. General Description/Purpose of the event:
Kick of the Holiday Season and bring Santa Clause to town.

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: 45

9. Estimated attendance: 4,500

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Lynn Reckamp

13. Contact Information for Event Manager:

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

(Please check preferred means of contact)

Daytime phone: 815-479-0835 ☐

Emergency phone: _____ ☐

Cell phone: _____ ☐

Email: info@downtowncl.org ☐

EVENT OPERATION

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

Set Up: 10am Line up cones
Event: 7:00pm - 8:30pm
Dismantling: 8:30pm-9:30pm

15. Hours of the event:

Set Up: 5pm restrict parking
Event: _____
Dismantling: _____

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

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 Crown Restrooms
    Address 1704 Lamb Road unit B Woodstock IL 60098
    Phone 815-206-3689

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

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

    _____

    _____

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:

Police are on-site at every corner

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Signature

8/21/2023
Date

Lynn Reckamp
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

Downtown Crystal Lake / Main Street
25 W. Crystal Lake Avenue, Crystal Lake, IL 60014
815/479-0835 or Info@DowntownCL.org
www.DowntownCL.org

Thank you for your interest in the Festival of Lights Holiday Parade. The parade will start at **7PM on Friday, November 24, 2023**. This is the only night-time parade in Crystal Lake.

This year's parade theme is, **"Holiday Movie Marathon"**. It is our hope the theme will generate extra interest and spur ideas for your entry. Trophies will be awarded in the following categories:

Best Use of Lights
Best Use of Music
Most Creative
Most Enthusiastic
Judge's Choice
Best of Theme - "Holiday Movie Marathon"

The goal of the Festival of Lights Parade is to create a safe, fun, magical event to kick-off the holiday season in Crystal Lake.

Please note: A $75 entry fee will be required of businesses ONLY. Please return your completed and signed Application, Safety Rules Agreement and $75 entry fee (if applicable) by October 27, 2023 - a limited amount of entries will be accepted.

If you have any questions, please call or email Downtown Crystal Lake.

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

City of Crystal Lake

100 W. Woodstock St.

Crystal Lake, IL 60014

August 23, 2023

To Whom It May Concern:

The Downtown Crystal Lake / Main Street organization is requesting a waiver of fees for Police detail for the Annual Festival of Lights Parade taking place on November 24th, 2023. This event draws approximately 5,000 visitors into our downtown. Our Downtown organization is a 501©3 that plans, promotes, and runs this event that enriches our community and draws visitors from all over Northern Illinois.

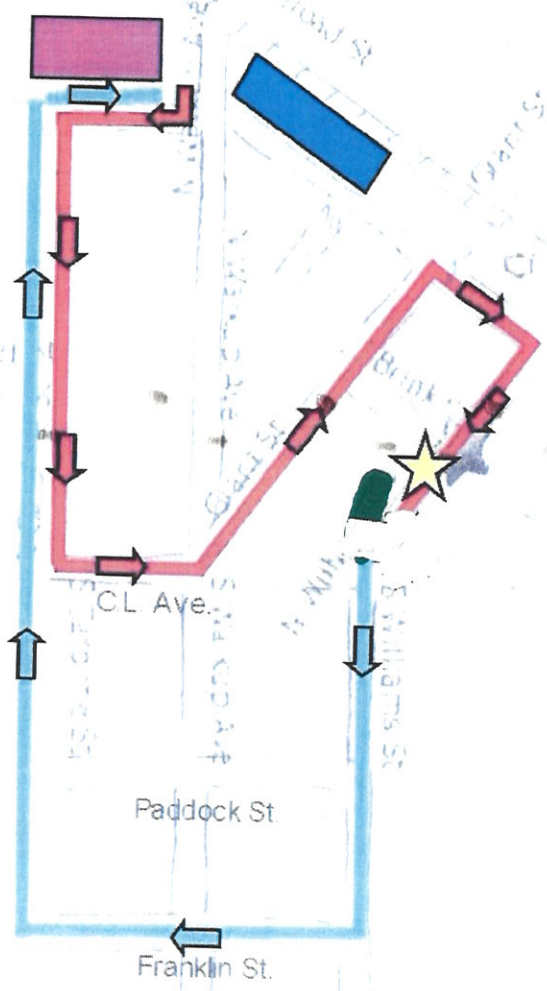
We appreciate your consideration of this request.

Sincerely,

Lynn Reckamp

Executive Director

Festival of Lights Parade



ATTENTION:
There will be NO PARKING after 5pm on:
Caroline Street
Grant Street
Woodstock Street
Williams Street

Municipal Complex

Alexander Commuter Lot

Parade Route (0.9 miles)

Vehicle Return Route

Judges' Reviewing Stand

Downtown Christmas Tree
End of Parade

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Class 16 Temporary Liquor License Request – Knights of Columbus Council #10678 (St. Elizabeth Ann Seton) – Saturday, October 7, 2023

Staff Recommendation: Motion to approve issuance of a Class 16 Temporary Liquor License to the Knights of Columbus Council #10678 for an Oktoberfest on October 7, 2023

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

Background:

The City has received a request from the Knights of Columbus Council #10678 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their Oktoberfest on October 7, 2023 held at the St. Elizabeth Ann Seton Community Center, located at 1023 McHenry Avenue, from 5:30 p.m. to 11:00 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 Council #10678 has met all application requirements for the temporary license.

Votes Required to Pass:

Simple majority

CITY OF CRYSTAL LAKE

Class "16"
Temporary Liquor License

Kof C Council 10678

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.

St. Elizabeth Ann Seton
Knights of Columbus Council 10678
1023 McHenry Avenue
Crystal Lake, IL 60014

September 6, 2023

City of Crystal Lake
100 W. Municipal Street
Crystal Lake, IL 60014
Attn: City Council

Mayor Haleblian and Council Members;

We are writing to request approval for a Class 16 temporary liquor license for our Oktoberfest celebration, which will be held on Saturday, October 7, 2023, at St. Elizabeth Ann Seton's Community Center on McHenry Avenue in Crystal Lake. Our plans include dinner, music, and a 50/50 raffle (this license is being applied for as well).

The proceeds from this event will be used to fund the many charitable activities of the Knights. Annually, the Council donates over 70% of its revenue to a variety of deserving charitable and religious organizations. Some of our larger gifts have gone to our parish's upkeep and beautification, seminarian support, the St. Vincent De Paul Conference and the Crystal Lake Food Pantry.

Members of the Knights of Columbus Council #10678 have volunteered to handle the sale of beer and wine, as well as security, emergency medical, and taxi services, if needed. Wristbands will be used to designate those whose identification shows them to be at least 21 years of age. The Knights have worked in this capacity at several other functions and are confident they will be responsible stewards in this area of the benefit.

Thank you for your time in considering our request. Please do not hesitate to contact us for any further information you may need.

Sincerely,

K M Cgbell

Kevin Campbell – Past Grand Knight and Chairman
(480) 332-2884

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 St Elizabeth Ann Seton K of C Council 10678
(Must be not-for-profit organization)

Address 1023 S. McHenry Ave Crystal Lake IL 60014 Phone Number 815-666-5544

2. Location where beer and wine will be sold:
The Church hall @ 1023 S McHenry Ave C.L. 60014

3. Dates of the event (**not to exceed three (3) days**): 10/7/23

4. Hours of operation: 5:30 - 11:00 pM

5. Describe the type of crowd and traffic control licensee will utilize. primarily church members; bar area will be in back corner of hall wrist-bands required for purchase

6. Describe plan for refuse pickup. use of church's dumpsters

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.

SEE ATTACHED

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] 9/7/2023
Signature of President Date

Steve Scott 9-7-2023
Signature of Secretary Date

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

Knights of Columbus
Council #10678
1023 S. McHenry Avenue
Crystal Lake, IL 60014

2023 Oktoberfest – Bar Staff

Mike Scronce
2956 Talaga Drive
Algonquin, IL 60102

Kevin Campbell
11 Steiner Court
Algonquin, IL 60102

Jim McCarthy
1381 Lucerne Drive
Crystal Lake, IL 60014

Joe Oskerep
4370 Barharbor Drive
Lake in the Hills, IL 60156

Greg Squiers
1713 Hartford Lane
Crystal Lake, IL 60014

Jerry Ward
400 Adare Dr
Cary, IL 60013-1500

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

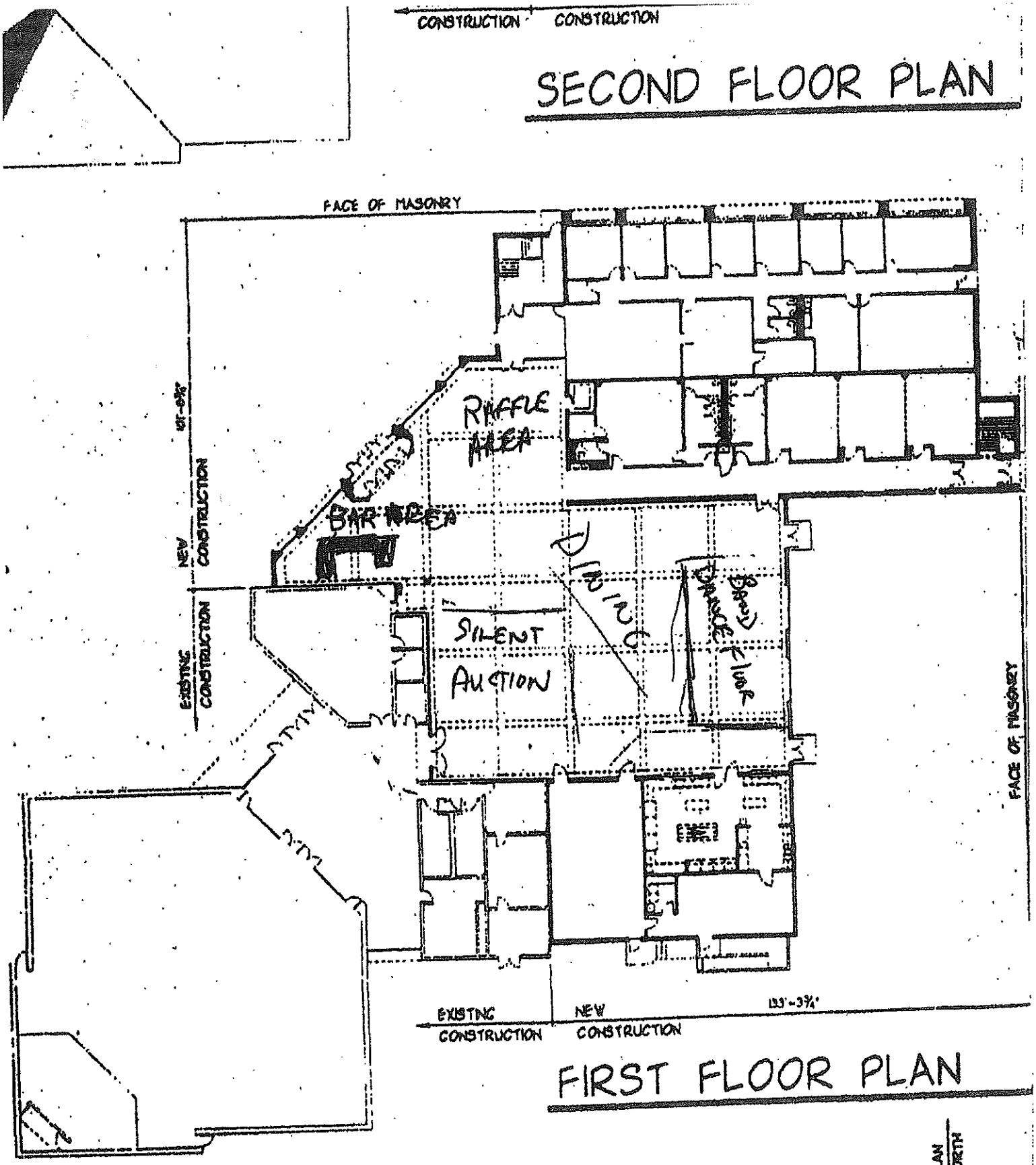
Signature of Secretary

Subscribed and sworn to before me this 7

day of September, 2023.

Notary Public

OFFICIAL SEAL
DIANE M SCHIFFER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/13/2026


CONSTRUCTION
CONSTRUCTION
SECOND FLOOR PLAN
FACE OF MASONRY
NEW CONSTRUCTION
EXISTING CONSTRUCTION
RAFFLE AREA
BAR AREA
SILENT AUCTION
DANCE FLOOR
FACE OF MASONRY
EXISTING CONSTRUCTION
NEW CONSTRUCTION
133'-3¾"
FIRST FLOOR PLAN
PLAN NORTH
OVERALL FLOOR PLANS



St. Elizabeth Ann Seton Catholic Church

1023 McHenry Avenue
Crystal Lake, Illinois 60014

Rev. John Kladar
Parochial Administrator

"The first end I propose in our daily work is to do the will of God;
secondly, to do it in the manner He wills it; and thirdly to do it because it is His will."
Quote from St. Elizabeth Ann Seton

September 7, 2023

City of Crystal Lake
100 W. Municipal Complex
Crystal Lake, IL 60014
Attn: City Council

Re: Knights of Columbus Temporary Liquor License Application

To Whom It May Concern:

St. Elizabeth Ann Seton Parish has given permission to the Knights of Columbus Council #10678 to hold an Oktoberfest in its Community Center on the evening of October 7, 2023. The Knights have requested and have been given conditional approval to sell beer and wine between the hours of 5:00 pm and 11:00 pm on October 7, 2023. The Knights of Columbus will be responsible for obtaining liability insurance for this event, as well as a Class 16 temporary liquor license, before receiving final permission.

God Bless,

Fr. John Kladar

Fr. John Kladar
Parochial Administrator

Office: (815) 459-3033 Fax: (815) 459-3040

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

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

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

PRODUCER	CONTACT NAME: MM – Short Term Special Events
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	PHONE (A/C, No, Ext): 1-877-648-6404 FAX (A/C, No): 1-260-459-5502 E-MAIL ADDRESS: info@eventinsurance-kk.com PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Markel Insurance Company	38970
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Knights of Columbus Council 10678
DBA: St. Elizabeth Ann Seton Community Center
395 Heisler Court
Crystal Lake, IL 60014
A Member of the Sports, Leisure & Entertainment RPG

COVERAGES **CERTIFICATE NUMBER:** W02553310 **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	X		M1RPG0000000130500	10/07/2023 12:01 AM EDT	10/08/2023 12:01 AM	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	X Host Liquor Liability Included						GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$1,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PROFESSIONAL LIABILITY	
	[ ] OTHER:						BODILY INJURY TO PARTICIPANTS	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	[ ] NOT PROVIDED WHILE IN HAWAII							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					[ ] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event Name: Oktoberfest; Event Date: 10/07/2023; # of attendees: 220
Event Location: 1023 S. McHenry Ave, Crystal Lake, Illinois 60014
Liquor Liability (as provided by CG 00 01 04 13) applies only if the insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014
(Owner/Lessor of Premises)

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
Scott Rudd

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

The ACORD name and logo are registered marks of ACORD
© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

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

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

PRODUCER	CONTACT NAME: MM – Short Term Special Events
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	PHONE (A/C, No, Ext): 1-877-648-6404 FAX (A/C, No): 1-260-459-5502 E-MAIL ADDRESS: info@eventinsurance-kk.com PRODUCER CUSTOMER ID:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Knights of Columbus Council 10678 DBA: St. Elizabeth Ann Seton Community Center 395 Heisler Court Crystal Lake, IL 60014 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Markel Insurance Company	38970
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W02553311 **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	X		M1RPG0000000130500	10/07/2023 12:01 AM EDT	10/08/2023 12:01 AM	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	X Host Liquor Liability Included						GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$1,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PROFESSIONAL LIABILITY	
	[ ] OTHER:						BODILY INJURY TO PARTICIPANTS	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	[ ] NOT PROVIDED WHILE IN HAWAII							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					[ ] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

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

Event Name: Oktoberfest; Event Date: 10/07/2023; # of attendees: 220
Event Location: 1023 S. McHenry Ave, Crystal Lake, Illinois 60014
Liquor Liability (as provided by CG 00 01 04 13) applies only if the insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER	CANCELLATION
St. Elizabeth AnnSeton Catholic church 1023 S. McHenry Ave Crystal Lake, IL 60014 (Owner/Lessor of Premises)	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 Scott Rudnick

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

The ACORD name and logo are registered marks of ACORD
© 1988-2015 ACORD CORPORATION. All rights reserved.

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Class 20 Temporary Liquor License Request – NISRA Foundation

Staff Recommendation: Motion to approve issuance of a Class 20 Temporary Liquor License to the NISRA Foundation

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

Background:

The City received a request from the NISRA Foundation for the issuance of a Class 20 Temporary Liquor License in order to offer alcoholic liquor in the package only, as a raffle prize for their 28th Annual Holiday Fashion Show fundraiser on Saturday, November 18, 2023. While raffle licenses are approved administratively per the City Code, the issuance of a temporary liquor license requires consideration by the City Council.

The organization will need a temporary liquor license as the award of alcoholic liquor as a raffle prize is considered the sale of alcohol by the State Liquor Control Act. The wine and alcoholic liquor raffle prizes will be awarded at the Holiday Inn, located at 800 S. Illinois Route 31, on Saturday, November 18, 2023 and must be picked up by Monday, November 20, 2023 at the latest.

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

The NISRA Foundation has met all application requirements for a temporary liquor license.

Votes Required to Pass:

Simple majority

NISRA Foundation

285 Memorial Drive, Crystal Lake, IL 60014
Phone: (815) 459-0737 Fax: (815) 459-0388

September 15, 2023

City of Crystal Lake
Office of the Mayor
100 W Woodstock St
Crystal Lake, IL 60014

Re: Temporary Liquor License

Dear Mayor Haleblian,

The NISRA Foundation will hold the 28th Annual Holiday Fashion Show on November 18, 2023 from 10am to 3pm at the Holiday Inn Crystal Lake. All proceeds from the event support community recreation for children and adults with disabilities through Northern Illinois Special Recreation Association.

We are applying for the necessary Class 20 Temporary Liquor License for the event. Some of the raffle packages may include closed and sealed alcohol, not to be consumed on the premises.

Let me know if I can assist further.

Sincerely,

Laura Cullotta
Manager of Fund Development

DISTINGUISHED ACCREDITED AGENCY BY THE IL ASSOCIATION OF PARK DISTRICTS & THE IL PARK AND RECREATION ASSOCIATION 2021 - 2026

Providing recreation programs for people with disabilities residing in the Barrington Park District, Cary Park District, Crystal Lake Park District, Dundee Township Park District, City of Elgin, Hampshire Township Park District, City of Harvard, Huntley Park District, Village of Lake in the Hills, Marengo Park District, City of McHenry, Wauconda Park District and the City of Woodstock.

CITY OF CRYSTAL LAKE

Class "20"
Temporary Liquor License

General Information:

- A Class "20" **Temporary** Liquor License authorizes the retail sale of alcoholic liquor on the premises specified in the license in packages only but not for consumption on the premises where sold.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Issuance of a Class "20" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

City of Crystal Lake
Application for Temporary Liquor License

CLASS "20"
Alcoholic Liquor in Packages Only

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

1. Applicant's full name Northern Illinois Special Recreation Association (NISRA) Foundation
(Must be not-for-profit organization)

Address 285 Memorial Dr Phone Number 815-459-0737

2. Location where beer in packages only will be sold:
Holiday Inn Crystal Lake IL

3. Dates of the event (**not to exceed three (3) days**): November 18, 2023

4. Hours of operation: 10am-3pm

5. Describe the type of crowd and traffic control licensee will utilize. The event is inside at the Holiday Inn

6. Describe plan for refuse pickup. Holiday Inn

7. Please list the names and addresses of the members of the organization who will be selling alcoholic liquor in packages only at the location pursuant to the license. If additional space is needed, please use reverse side.
TBD raffle ticket sales volunteers

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 in packages only on the property during the time requested.**
   - **Site plan of area where beer in packages only will be sold.**
   - **Letter to the Mayor and City Council requesting approval of the issuance of a Class "20" Temporary Liquor License to applicant.**

Signature of President 9/25/23 Date

Signature of Secretary 9/25/23 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.

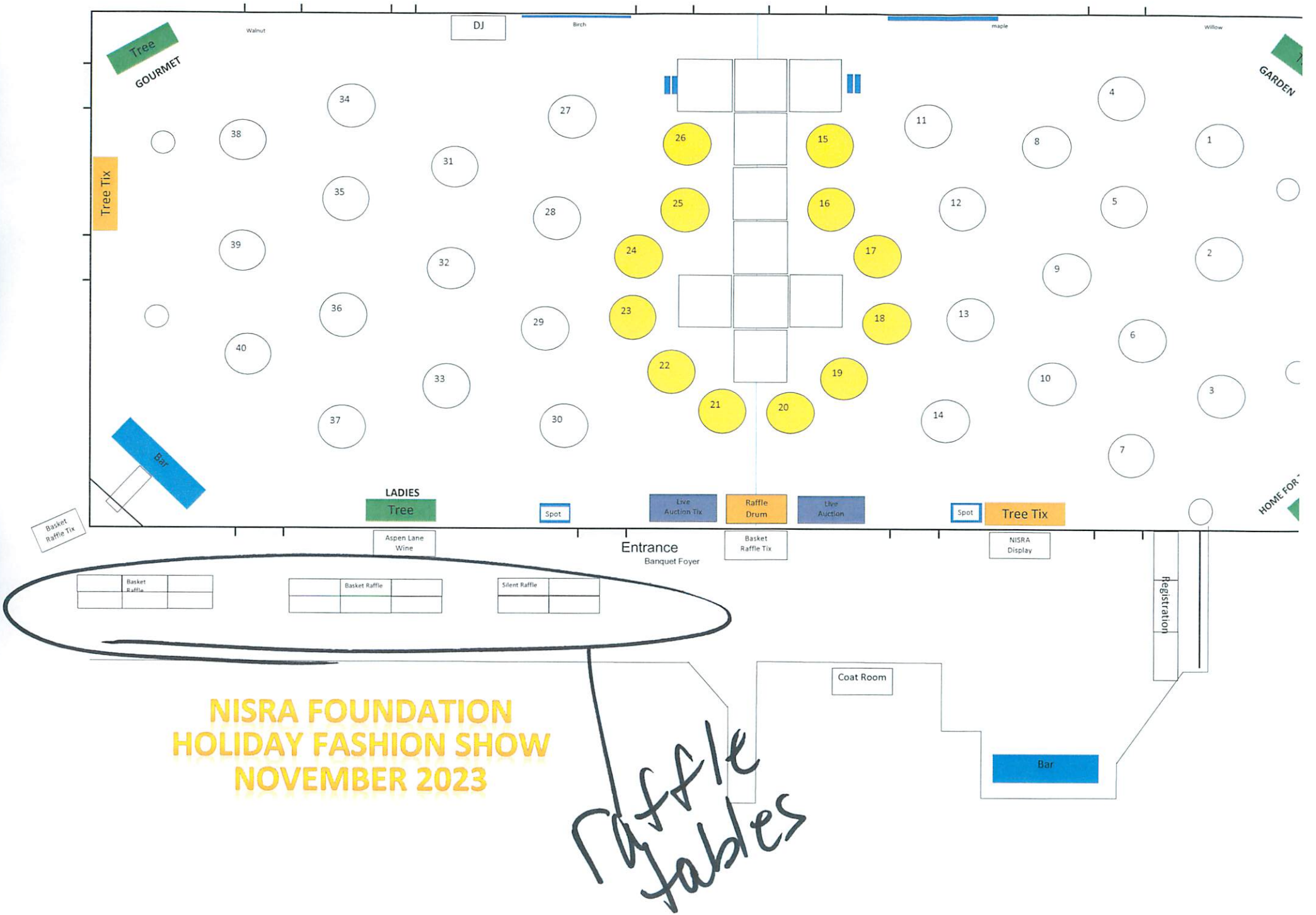
Signature of President

Signature of Secretary

Subscribed and sworn to before me this 25th day of September, 2023.

MELISSA A WASILK
Official Seal
Notary Public - State of Illinois
My Commission Expires May 28, 2027

Notary Public



NISRA FOUNDATION
HOLIDAY FASHION SHOW
NOVEMBER 2023

Raffle tables

Holiday Inn
AN IHG HOTEL
Chicago NW | Crystal Lake

September 20, 2023

City Manager's Office
Attn: Raffle License
100 W. Municipal Complex
Crystal Lake, IL 66014

RE: Raffle License Application

Greetings,

On November 18, 2023 from approximately 10am to 3pm, the NISRA Foundation will host their Annual Holiday Fashion Show at the Holiday Inn, Crystal Lake to benefit the Northern Illinois Special Recreation Association. We are aware that the NISRA Foundation will conduct different raffles and some packages may include alcohol. The Holiday Inn will not receive any proceeds from these raffles. All proceeds from the event support community recreation programs for adults and children with disabilities provided by NISRA.

Sincerely,

Eric Yarolimek
Director of Sales
Holiday Inn Crystal Lake

CERTIFICATE OF COVERAGE

Name and Address of Agency	Name and Address of Member
Park District Risk Management Agency 2033 Burlington Avenue Lisle, Illinois 60532-1646 630.769.0332	Northern Illinois Special Recreation Association 285 Memorial Dr Crystal Lake, IL 60014 8154590737

SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year. **This document may not be used to extend Additional Insured status to the certificate holder or any other individual/organization/entity.**

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	
General Liability * Commercial general liability * Occurrence * Liquor liability	L010123	1/1/2023-12/31/2023	Bodily Injury and Property Damage combined	$2,000,000
			Personal Injury	$2,000,000
Automobile Liability * Any auto	L010123	1/1/2023-12/31/2023	Bodily Injury and Property Damage combined	$2,000,000
Workers' Compensation	WC010123	1/1/2023-12/31/2023		Statutory
Employer's Liability	WC010123	1/1/2023-12/31/2023		$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Holiday Fashion Show event on November 18, 2023 from 10-3pm at the Holiday Inn Crystal Lake

Certificate Holder

City of Crystal Lake

100 W Woodstock St
Crystal Lake, IL, 60014
815-459-2020

Authorized Representative

Date Issued: 9/20/2023

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Break Monster 5K Fun Run and Walk Special Event Request and Police Assistance Fee Waiver – October 27, 2023

Staff Recommendation: Motion to approve the application for a Special Event for the Break Monster 5K Fun Run and Walk to be held on October 27, 2023 pursuant to the recommended staff conditions listed, and waiver of the Police Department chargeback fees (~$1,021.26)

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

Background:
This is a request to hold the Monster 5K Fun Run and Walk in Crystal Lake. The event is planned for Friday, October 27, 2023. The walk will begin at 5:00 p.m. and finish at approximately 7:00 p.m. at the Break Crystal Lake Teen Center, 6292 Northwest Highway. This is a first time special event request. The Break Teen Center is focused on providing adolescents and young adults a safe and stimulating environment for connecting, having fun, and finding acceptance among peers and adults in the community. This event is designed to be a fun Halloween experience for members and the community.

The proposed route will have the walkers and runners begin in the back parking lot at the Break Teen Center. Participants will continue behind the Hobby Lobby store towards Teckler Blvd, where course patrol will be stationed. The course will proceed north along Teckler Blvd to the Main Street McHenry County Conservation District Prairie Path, and continue along the path to the Main Street pedestrian crossing at the Three Oaks Recreation Area Entrance. It will continue along the path to the Three Oaks guard house where they will turn around and reverse the course to return to the starting location.

The organizers have obtained a permit for the use of the path from the McHenry County Conservation District. They will have volunteers stationed at the following intersections:

- Main Street and Walkup Avenue

- Main Street pedestrian crossing at the Three Oaks Entrance
- The Three Oaks Guard House turnaround and water station.

In addition to the volunteers, the Crystal Police Department will assist with traffic control at the above locations. The Police Department has determined that the chargeback fee will be approximately $1,021.26.

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

The organizers must also ensure that the participants are aware of them walking with, against, and crossing normal direction of vehicle traffic in various locations on the course.

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

1) Items must be not located so as to block sidewalks.
2) Sidewalks are not to be marked with paint or any permanent materials.
3) The volunteers must carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
4) The event organizers must coordinate with the Crystal Lake Police regarding assistance during the event. Please contact the Police Department by October 4, 2023, to determine/arrange for police officers for traffic control.
5) Tents having an area exceeding 400 square feet (700 square feet with open sides) shall require a permit in accordance with (2018) IFC Section 3103.2. Please contact the Fire Rescue Department (815-356-3640) if utilizing a tent that shall require a permit.
6) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
7) All debris created by the event must be cleaned up during and after the event.
8) Petitioner must adhere to the required City insurance provisions for the use of City-owned property. A certificate of insurance naming the City as additional insured is on file.
9) Promotional banners and signage were not included with this request. Any temporary signage/banner requires a Limited Duration sign permit through Community Development Department.
10) All food trucks must meet the requirements listed in City Code Chapter 385-35, including a permit and an inspection of the truck by the Crystal Lake Fire Prevention Bureau. The petitioner shall contact Community Development for permit requirements and the Fire Prevention Bureau to arrange for an inspection prior to the event
11) 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 October 3, 2023 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote

RECEIVED
AUG 30 2023
BY:

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Break Monster 5K Fun Run/Walk

EVENT LOCATION 6292 NW Highway, Crystal Lake

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
5K event designed to be a fun Halloween Experience for our members and community.

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
crosses main street but can station a volunteer to man the crossing. It has a lighted pedestrian crossing

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

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

9. Estimated attendance: 100

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Brenda Napholz

13. Contact Information for Event Manager:

Address: 6292 NW Highway
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: _____ ☐

Emergency phone: _____ ☐

Cell phone: [redacted] ☑

Email: brenda@clbreak.com ☐

EVENT OPERATION

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

Set Up: October 27, 2023

Event: October 27, 2023

Dismantling: October 27, 2023

15. Hours of the event:

Set Up: 3:30

Event: 5:00 p.m.

Dismantling: 7:00 p.m.

CITY MANAGER'S OFFICE

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

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

TBD - we will submit if board decides to hold so/so

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

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

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

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

N/A

**Please complete the attached Temporary Liquor License Application*

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☒ Yes ☐ No

    Temporary neighborhood event signs ☒ Yes ☐ No

    Directional signs ☒ Yes ☐ No

    Banner ☒ Yes ☐ No

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

    Possible food truck

    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 Possible food Truck

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

    Name of Company_____
    Address_____
    Phone_____

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

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

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
Staff at Break is trained in First Aid as well as mental health first aid. Emergency protocols will be followed in the event of an emergency

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.

Brenda Napholz
Signature

8/29/23
Date

Brenda Napholz
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

BREAK
CRYSTAL LAKE TEEN CENTER

Mission: To provide adolescents and young adults with a safe and stimulating environment for connecting, having fun, and finding acceptance among peers and adults in the community.

Core Values: Creativity, Inspiration, Integrity, History, Our Future, Inclusion

September 19, 2023

To Whom It May Concern:

The Crystal Lake Teen Center, NFP-AKA The BREAK, would like to request permission to host a 5K run/walk from our facility on Friday, October 27, 2023 from 5:00-7:00 p.m. The course map is attached.

The course is an out and back and the event will begin and end at the Break Teen Center-starting at the back parking lot. Course patrol will be placed along Teckler Rd. where run/walkers will exit the parking lot and head west towards Immanuel Lutheran School. Run/walkers will be diverted onto the bike path and head east towards the cross into Three Oaks Beach. Participants will turn around prior to going through the entrance of 3 Oaks and return on the path the same way they came in. I have obtained a permit from the McHenry County Conservation District to utilize the path for this event. That permit is attached.

Prior to the event, we will have several signs indicating the event will happen on that date as well as communicate with our business neighbors-most of whom will be participating in passing out candy to participants.

We will station volunteers along the course to ensure safety of the participants. Key volunteer stations:

- Light at Main Street and Ace Hardware:
- Main street at pedestrian crossing into Three Oaks: 1 volunteers
- End of path before entrance of 3 Oaks (turnaround): 1-2 volunteers + water station

I am also including a letter of request to waive fees for City of Crystal Lake Police Department officers that have been indicated to be needed at the above stations. Please let me know if you have additional questions or requirements.

Sincerely,

Brenda Napholz

Brenda Napholz, Break Executive Director
[redacted]
brenda@clbreak.com

BREAK
CRYSTAL LAKE TEEN CENTER

Mission: To provide adolescents and young adults with a safe and stimulating environment for connecting, having fun, and finding acceptance among peers and adults in the community.

Core Values: Creativity, Inspiration, Integrity, History, Our Future, Inclusion

September 19, 2023

To Whom It May Concern:

I am writing this letter to request assistance for our teen center 5K run/walk event to be hosted on October 27, 2023 from 5 P.M. - 7 P.M. We understand that there is a fee that is involved with securing police officers to assist. I humbly request that the fees be waived or significantly reduced. We will work with the police in any way needed in order to hold this event for our members and community supporters. This event has been a collaborative effort with our members and our board. It has been very gratifying to see our young members work alongside our board and community members to make this event happen.

The majority of the course is contained on the Prairie Trail and the path to Three Oaks Recreation Center. I am attaching the course map with this request as well.

Below is a list of our key volunteer stations that require assistance. All of which will also have 1-2 volunteers stationed along with the City of Crystal Lake Police:

- Light at Main Street and Ace Hardware:
- Main street at pedestrian crossing into Three Oaks: 1 volunteers
- End of path before entrance of 3 Oaks (turnaround): 1-2 volunteers + water station

Thank you for your consideration and time. If you have any questions, please feel free to contact me at any time.

Sincerely,

Brenda Napholz

Brenda Napholz, Break Executive Director
[redacted]
brenda@clbreak.com

Permit

Brookdale Conservation Area
18410 US Highway 14
Woodstock, IL 60098

PHONE:(815) 338-6223
FAX:(815) 334-2877
EMAIL:online@mccdistrict.org

Permit # R11640
Status Approved
Date Sep 14, 2023 1:23 PM

Customer Name	Brenda Napholz - 32310	**Home Phone Number**	[redacted]
Customer Type	General Public	**Cell Phone Number**	
		Email Address	brenda@clbreak.com
System User	SF1KB		

Rental Fee	$0.00
Discounts	$0.00
Subtotal	$0.00
Deposits	$0.00
Deposit Discounts	$0.00
Total Permit Fee	$0.00
Total Payment	$0.00
Refunds	$0.00
Balance	$0.00

Crystal lake Teen Center The Break

1 recource(s) **1** booking(s) **Subtotal: $0.00**

Booking Summary

Prairie Trail Section (Special Use)		Center: Prairie Trail	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Oct 27, 2023 5:00 PM	Oct 27, 2023 7:30 PM	80	$0.00

Custom Questions

QUESTION	ANSWER
Do you plan on serving alcohol at your event? If yes, you must provide certificate of insurance. Please call 815-338-6223 Ext 1211 for more information.	No
What time does your event start and end? Reservations are only valid from 8 am until 1 hour before sunset: January 3:30 PM February 4:30 PM March 5:00 PM April 6:00 PM May 7:00 PM June-July 8 PM August 7 PM September 6 pm October 5 PM November-December 3:30 PM	5-7:30 pm
Your rental includes the shelter as it is. Please list any additional equipment, if any, you would like permission to set up. (Additional fees may apply)	none

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Covid Agreement	Oct 27, 2023		Waiver Signed

I have read and agree to comply with the State of Illinois Restore Illinois Guidelines for COVID-19. It is understood that these guidelines may be amended or updated from time to time.

Signature Brenda Napholz

X:

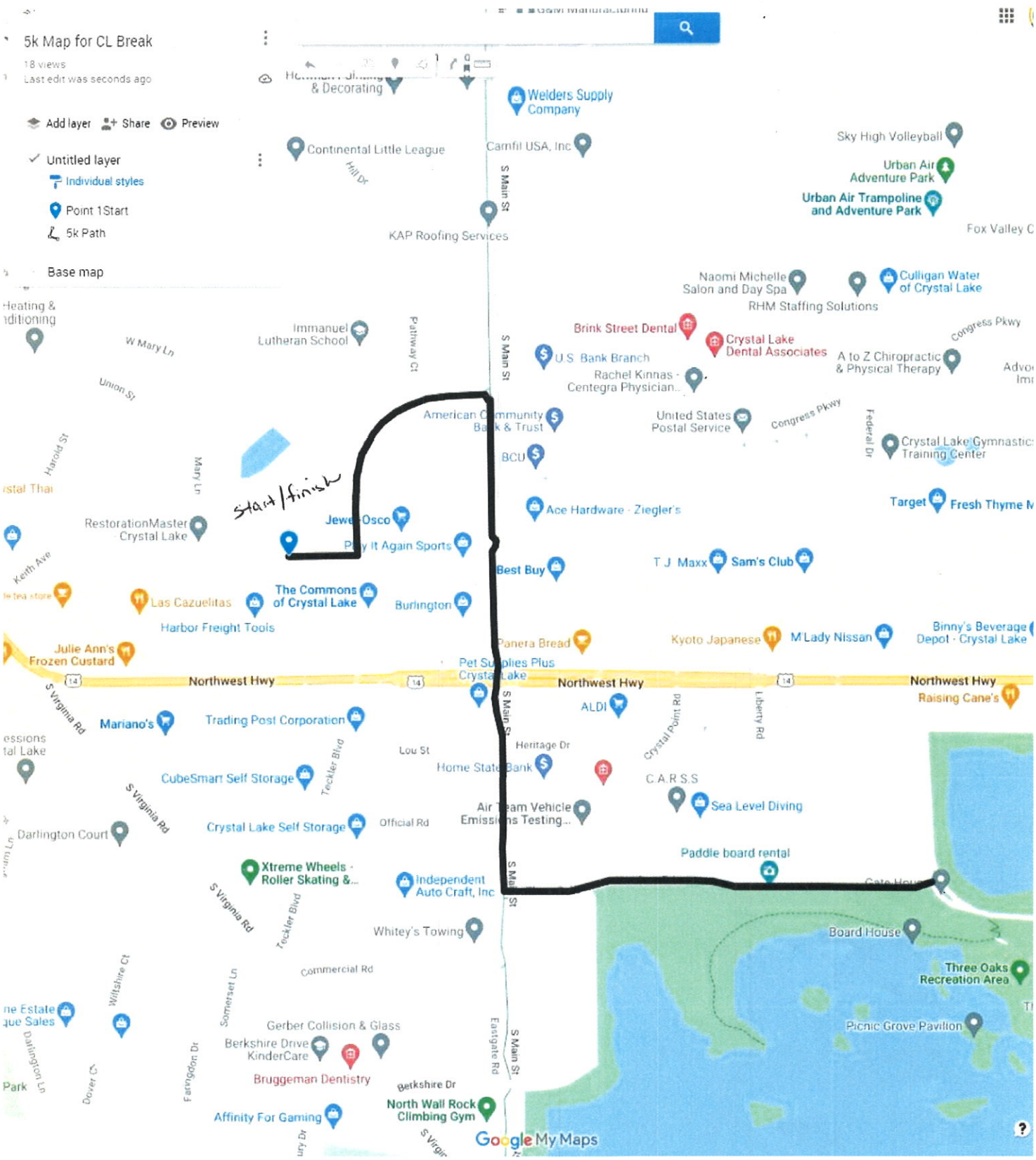
Date:

Brookdale Conservation Area
Mailing Address: 18410 US Highway 14, Woodstock, IL 60098
Phone Number: (815) 338-6223
Fax Number: (815) 334-2877
Email Address: online@mccdistrict.org

X: Brenda Napholz

Date: 09/19/2023

Brenda Napholz
Customer Id: 32310
Home Phone Number: [redacted]
Cell Phone Number: [redacted]
Email Address: brenda@clbreak.com


5k Map for CL Break
18 views
Last edit was seconds ago
Add layer
Share
Preview
Untitled layer
Individual styles
Point 1Start
5k Path
Base map
Start/finish
Welders Supply Company
Continental Little League
Camfil USA, Inc
Sky High Volleyball
Urban Air Adventure Park
Urban Air Trampoline and Adventure Park
KAP Roofing Services
Fox Valley C
Naomi Michelle Salon and Day Spa
Culligan Water of Crystal Lake
RHM Staffing Solutions
Immanuel Lutheran School
Brink Street Dental
Crystal Lake Dental Associates
U.S. Bank Branch
A to Z Chiropractic & Physical Therapy
Rachel Kinnas - Centegra Physician...
American Community Bank & Trust
United States Postal Service
BCU
Crystal Lake Gymnastics Training Center
Ace Hardware - Ziegler's
Target
Fresh Thyme M
RestorationMaster Crystal Lake
Jewel-Osco
Play It Again Sports
Best Buy
T.J. Maxx
Sam's Club
The Commons of Crystal Lake
Las Cazuelitas
Burlington
Harbor Freight Tools
Julie Ann's Frozen Custard
Panera Bread
Kyoto Japanese
M'Lady Nissan
Binny's Beverage Depot - Crystal Lake
Northwest Hwy
Pet Supplies Plus Crystal Lake
ALDI
Raising Cane's
Mariano's
Trading Post Corporation
CubeSmart Self Storage
Home State Bank
C.A.R.S.S
Sea Level Diving
Crystal Lake Self Storage
Air Team Vehicle Emissions Testing...
Darlington Court
Paddle board rental
Xtreme Wheels - Roller Skating &...
Independent Auto Craft, Inc
Whitey's Towing
Board House
Three Oaks Recreation Area
Picnic Grove Pavilion
Gerber Collision & Glass
Berkshire Drive KinderCare
Bruggeman Dentistry
North Wall Rock Climbing Gym
Affinity For Gaming
Google My Maps

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Shree Pashwa Inc., d/b/a Mobil Mart, 250 N. Route 31

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 34 license to 35 licenses, in order to allow for the issuance of a new Class 13 liquor license to Shree Pashwa Inc., d/b/a Mobil Mart, 250 N. Route 31.

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

Background:

Shree Pashwa Inc. is the new owner of Mobil Mart, 250 N. Route 31. Since the current license was issued to the former owner, the liquor license will be surrendered and the number of Class 13 liquor licenses will be reduced automatically from 35 to 34.

Licenses are non-transferable, thus Shree Pashwa Inc. is requesting the City Council approve an increase in the number of Class 13 licenses to allow for the continuous operation of the business Mobil Mart, 250 N. Route 31. No other changes are being made to the license.

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

The annual fee for such a license shall be $625.

Current Class 13 License Holders:

Name	Address	Zoning
7-Eleven	60 W. Terra Cotta (Northside Center)	"O PUD"
7-Eleven	1024 McHenry Ave.	"B-1 PUD"
7-Eleven	6225 Northwest Highway	"B-1 PUD"
Casey's	1095 Pyott Road	"B-2 PUD"
Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"

Name	Address	Zoning
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"
Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"
Crystal Lake BP	281 W. Virginia Street	"B-2"
Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"
Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
Nick's General Store/Yoga on Lake	1309 North Avenue	"R-2"
LaRosita of Mesos Group, Inc.	230 W Virginia Street, Unit 100	"B-4"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Off The Vine	129 N. Main Street	"B-4"
Omni Petroleum (Mobil CL)	451 W. Virginia Street	
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Osco Drug	6140 Northwest Highway (The Commons S.C.)	"B-2 PUD"
RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Thorntons LLC	911 Tek Drive	
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
Wal-Mart	1205 Route 31	"B-2 PUD"

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

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

- Payment of Prorated License Fee
- Certificate of Occupancy

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the creation the issuance of a new Class 13 liquor license to Shree Pashwa Inc., d/b/a Mobil Mart, 250 N. Route 31.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 13 License shall be increased from 34 to 35.

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

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

DATED at Crystal Lake, Illinois, this 3rd day of October 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: October 3, 2023
APPROVED: October 3, 2023

Draft

TO : The Honorable Mayor and City Council

From: Shree Pashwa Inc

Date : 09/19/2023

Subject : Requesting Approval for Liquor License Application

I hope this letter finds you in good health and high spirits. I am writing to formally request the approval of a liquor license for our establishment, Shree Pashwa Inc.

Thank you for considering our request. We look forward to the possibility of contributing to the growth and vitality of our community through the responsible sale of alcoholic beverages.

Sincerely,

Utsav D Patel

Shree Pashwa Inc

250 N Route 31,

Crystal Lake,IL-60014

LL23-000018
Liquor License

Applicant Name	Utsav D Patel
Applicant Email	mobilmart31@gmail.com
Applicant Address	464 Smoketree ln bartlett il 60103
Applicant Company Name	Shree Pashwa Inc
Applicant Company Address	250 N Route 31 Crystal Lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	[redacted]
Applicant Work Phone	
Application Type	New
License Classification	Class 13
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Shree Pashwa Inc
DBA	Mobil Mart
Phone Number	8153561124
Contact Person Name	Utsav D Patel
Contact Person Email	mobilmart31@gmail.com
Contact Person Address	464 Smoketree ln bartlett il 60103
Contact Person Company Name	Shree Pashwa Inc
Contact Person Company Address	250 N Route 31 Crystal Lake IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	
Manager Name	Utsav D Patel
Manager Email	mobilmart31@gmail.com
Manager Address	464 Smoketree ln bartlett il 60103
Manager Company Name	Shree Pashwa Inc
Manager Company Address	250 N Route 31 Crystal Lake IL 60014
Manager Home Phone	
Manager Cell Phone	[redacted]
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	Utsav D Patel , Secretary
Home Address	464 Smoketree Ln , Bartlett , IL-60103
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	[redacted]
Email	mobilmart31@gmail.com
Officer Full Name and Title	Utsav D patel, secretary
Does this officer have a middle initial?	1
Home Address	464 smoketree ln, Bartlett, IL-60103
Phone Number	[redacted]
Email	mobilmart31@gmail.com
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	Clinton Oil Corporation
Address of Lessor	250 N Route 31 , Crystal Lake , IL-60014
Period Covered by Lease	15 Years
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	No

The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	09/05/2024
Is your Surety Bond Continuous?	Yes
Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: lease clinton and shree paswa.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Requesting Letter Shree Pashwa.docx
Owner / Registered Agent Signature: signature.png
Proof of Liquor Liability Insurance: 2023 Liquor Liability - City of Crystal Lake.pdf
Surety Bond ($1000 payable to City of Crystal Lake): City of Crystal Lake Liquor Bond.pdf

Upload signed affidavit Click Here for form: Affidavit.pdf

AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

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

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

Please sign below:

UTSAV D PATEL — Owner
Printed Full Name — Title

U.D.Patel — 9/8/2023
Applicant Signature — Date

_____
Printed Full Name — Title

_____
Applicant Signature — Date

Subscribed and sworn to before me this

23rd day of September, 2023.

_____
Notary Public

My commission expires: June 21 2024

"OFFICIAL SEAL"
GEORGIA PAPPAS
Notary Public - State of Illinois
My Commission Expires June 21 2024

(SEAL)

SHREPAR-01 BKOZIOLCZYK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/6/2023

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

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

PRODUCER	CONTACT NAME: Barb Koziolczyk
Downers Grove, IL-Cooper & Allison-Hub International Midwest West 1411 Opus Pl Suite #450 Downers Grove, IL 60515	PHONE (A/C, No, Ext): (630) 908-4286 FAX (A/C, No): E-MAIL ADDRESS: barb.koziolczyk@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Specialty Insurance Company	22608
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Shree Parshwa Inc
250 N Route 31
Crystal Lake, IL 60014

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			JFL/LIQ/240446	9/5/2023	9/5/2024	Limit	1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

RLI®
SURETY

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

LICENSE AND PERMIT BOND

Bond No. LSM1789321

KNOW ALL MEN BY THESE PRESENTS:

That we, Shree Parshwa Inc
953 N Plum Grove Rd Ste A
Schaumburg, IL 60173-4783

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

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

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 5th day of September, 2023, and ending on the 5th day of September, 2024.

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

Dated this 5th day of September, 2023.

Principal
(Individual, Partner or Corporate Officer)

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By B.W.D.

Barton W. Davis — Vice President

POWER OF ATTORNEY

RLI Insurance Company

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

Bond No. LSM1789321

Know All Men by These Presents:

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

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

Principal: Shree Parshwa Inc

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

Type Bond: Liquor

Bond Amount: $ 1,000.00

Effective Date: September 5, 2023

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

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

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

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 5th day of September, 2023.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

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

State of Illinois
County of Peoria } SS

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

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

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

CERTIFICATE

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

RLI Insurance Company

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

A0083221

COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Agreement") is made effective as of this 8/01/2023, is made by and between **CLINTON OIL CORPORATION**, an Illinois corporation (hereinafter the "Lessor") and **SHREE PASHWA INC.**, an Illinois corporation (hereinafter the "Lessee").

RECITALS

WHEREAS, Lessor owns certain real property located at 250 N IL Route 31, Crystal Lake, IL 60014, (the "Land") together with all buildings, appliances, fixtures, equipment, machinery and other improvements now existing thereon (collectively, the "Improvements"); and

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Land and/or improvements located at the Land, and known as the BP Gas Station, subject to and in accordance with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Term**
   (a) **The term of this Agreement begins on August 1, 2023 and ends at 11:59 p.m., Central Standard Time, July 31, 2028 (the "Expiration Date") ("Initial Term").**

   (b) So long as Lessee is not in default under the Lease, Lessee shall have the option to extend the Term of the Lease for two (2) additional period of five (5) years year to begin after the expiration of the Initial Term ("Option Term") which shall commence immediately upon the expiration of the prior term o n the same terms and conditions except that base rent shall increase by 10% for each Option Term. Lessee shall give written notice of its intention to exercise the Option Term not less than one-hundred eighty (180) days prior to the expiration date of the prior term. In the event that Lessee fails to give written notice within the time specified, the Option Term shall be of no force and effect. Lessee is not being granted any additional renewal or extension options beyond the expiration of the Option Term. All referenced to the "term" herein shall mean the Initial Term, as may be extended by the Option Term, if exercised.
   (c) There are no options to extend or renew this lease, except as expressly otherwise provided herein.

2. **Rent**
   2.1 Base Rent
   (a) The rent shall be **$84,000.00** per annum, payable in 12 equal installments of **$7,000.00**.

   (b) For each calendar month during the term of this Agreement, Lessee shall pay to Lessor all installments of rent for the Leased Premises without deduction, setoff or demand. Lessee's covenant to pay **Rent shall be independent of each and every other covenant of this Lease** and shall survive the expiration or earlier termination of this Lease with respect to Rent due and payable during the Term.
   (c) Rent is due and payable in advance on or before the first day of each month. In the event the rent is not paid when due, an additional **$100.00 per day shall be due for each day the rent is late as additional rent.**

   2.2 Additional Rent/Taxes.
   Lessor and Lessee agree that Lessee shall be responsible for payment of all real estate taxes and assessments levied against the Leased Premises during the Term, and Lessee covenants it shall timely pay all such real estate taxes and assessments before due and provide proof of same to Lessor. In the event Lessee fails to make such payments, Lessor may make the same and collect from Lessee as Additional

Rent, or Lessor may require Lessee to make periodic deposits towards Real Estate Taxes to be paid every month along with Rent.

3. **Permitted Use.**
The Leased Premises may be used SOLELY for the retail sale of motor fuel, operation of a convenience store providing the retail sale of products and services typically sold in convenience store in the geographic market in which the Leased Premises are located.

4. **Intentionally Deleted**

5. **Intentionally Deleted.**

6. **Intentionally Deleted.**

7. **Intentionally Deleted.**

8. **Intentionally Deleted**

9. **Hours of Operation**
Lessee agrees that the Facility will be kept open for operation, properly lighted and staffed 7 days a week, 24 hours per day.

10. **Miscellaneous Taxes/Fees.**
Lessee shall pay promptly, as and when the same become due and payable, documentary, personal property and other taxes imposed upon the Rent and upon or with respect to Lessee's business operations and all personal property and equipment now or hereafter located on the Leased Premises.

11. **Utilities.**
Lessee shall pay promptly, as and when the same become due and payable, all water and sewer rent rates and charges and all charges for electricity, gas, heat, steam, hot and/or chilled water, air conditioning ventilation, lighting systems, sprinkler systems and other utilities supplied to the Leased Premises. Lessor shall have no liability to Lessee for disruption of any utility service, and in no event shall any such disruption constitute an eviction, constructive or otherwise, or entitle Lessee to an abatement of Rent.

12. **Condition of Facility**
Lessee has inspected and examined the condition of the Leased Premises and acknowledges that he has received the Premises in good order and accepts the Leased Premises "AS IS", "WHERE IS" and "WITH ALL FAULTS". Lessee further acknowledges that Lessor has not made, and does not hereby make, any representations or warranties, express or implied, regarding the physical condition of the Leased Premises and any such representations and/or warranties are hereby expressly released and waived.

Furthermore, Lessee recognizes that Lessor has developed a favorable reputation for the sale of motor fuel and associated products and the rendering of high quality services. Therefore, Lessee agrees to manage, operate and maintain the Leased Premises in a manner which will maintain and enhance this reputation and in no event will detract from or disparage this reputation.

(a) In particular, without limiting the foregoing obligation, Lessee agrees to do, and to require its employees to do, the following:
    (1) Keeping the Leased Premises open for operation for the hours stated in paragraph 9.
    (2) Keep the premises, buildings (interior and exterior), restroom, sidewalks, approaches, driveways and landscaping in good condition, properly lighted, clean, safe, sanitary and free of trash, rubbish and other debris.
    (3) Comply with all applicable federal, state, and local laws, ordinances, rules and regulations, pertaining to health and safety, recognizing that clean, sanitary and healthful conditions are essential in the operation of the Leased Premises.

(4) Keep the approaches, driveways, entrances, fuel areas, and service areas uncluttered and free at all times of parked vehicles, trailers, ice, snow, and other obstructions.

(5) **Maintain and operate the Leased Premises in compliance with all applicable laws, regulations and rules concerning environmental protection and compliance. Lessee acknowledges that environmental protection and compliance are Lessee's responsibility and not Lessor's.**

(6) Notify Lessor's office immediately in the case of product spills or environmental damages from a spill or underground release.

(7) Comply with all laws, ordinances, rules and regulations of any and all constituted public authorities governing the use and occupancy of the Leased Premises and the conduct of Lessee's business at the Leased Premises including but not limited to **acquiring all licenses required to engage in the type of business conducted** at the Leased Premises including but not limited to: business licenses, liquor licenses and Lottery licenses in its own name. **Under no circumstance will Lessee be permitted to operate pursuant to any licenses of the Lessor.**

13. **Alterations By Lessee.**
Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld so long as the proposed alteration, addition, or improvement does not affect any structural component of the Leased Premises or any building systems and no Event of Default exists hereunder. Otherwise, Lessor may withhold consent in its sole discretion. Any alteration approved by Lessor or otherwise permitted hereunder shall be done at the sole cost and expense of Lessee and performed in a good and workman like manner in compliance with all Applicable Laws by a duly licensed contractor pursuant to plans and specifications approved by Lessor. If the total cost of any such alteration, addition or improvement is reasonably estimated to exceed Ten Thousand and No/100 Dollars ($10,000.00), then Lessor may, as a condition to approving such alteration, addition or improvement, require Lessee to:

a.) provide to Lessor prior to the commencement of Lessee's Work a performance and completion bond in an amount and form reasonably satisfactory to Lessor covering all of the costs of constructing Lessee's Work, including, without limitation, costs for permits, licenses and other soft costs related to the performance of Lessee's Work;

b.) request the entire amount to be paid for Lessee's Work shall be deposited in and disbursed through a construction escrow with a title company acceptable to Lessor, all costs and expenses of which shall be the sole responsibility of Lessee. Payments from the construction escrow shall be made only to the general contractor pursuant to sworn contractors' and owners' statements, a copy of each of which shall be delivered to and approved by Lessor prior to disbursement of any such payment. The final payment shall not be made to the general contractor unless and until Lessee delivers (or causes the general contractor to deliver) to Lessor, at Lessee's sole cost and expense, a final lien waiver covering all costs of the construction of Lessee's Work and, at the request of Lessor, a title report or other evidence satisfactory to Lessor showing that no liens or claims for liens have been filed against the Leased Premises or any part thereof as a result of or in connection with Lessee's Work. Prior to commencement of Lessee's Work, Lessee shall deliver to Lessor evidence of builders's risk and similar insurance required by and satisfactory to Lessor in connection with the construction of Lessee's Work.

14. **Maintenance and Repairs.**
Lessee shall be solely responsible for **all maintenance, repairs, and replacements** required during the term of this lease required to be made to the Leased Premises. Replacement of storefront glass & windows is expressly understood to be a Lessee expense.

15. **No Liens.**
LESSEE HAS NO AUTHORITY OR POWER TO CAUSE OR PERMIT ANY LIEN OR ENCUMBRANCE OF ANY KIND WHATSOEVER, WHETHER CREATED BY ACT OF LESSEE, BY

OPERATION OF LAW OR OTHERWISE, TO ATTACH TO OR BE PLACED AGAINST THE LEASED PREMISES OR ANY PART THEREOF, AND ANY AND ALL LIENS AND ENCUMBRANCES CREATED BY LESSEE SHALL ATTACH ONLY TO LESSEE'S INTEREST IN THE LEASED PREMISES. If Lessee shall fail to pay or otherwise remove or bond over any lien, claim or encumbrance within 30 days of the filing of said lien, then Lessor shall have the right to do so and Lessee shall promptly pay to Lessor the costs thereof upon demand with interest thereon from the date of Lessor's payment thereof until Lessor is reimbursed. The interest rate for purposes of this Paragraph 15 shall be 15% per annum. lessee will reimburse Lessor for any costs and expenses, including attorney's fees and costs of defense, which are incurred as a result of the violation of the provisions of this paragraph by Lessee.

16. **Compliance with Laws/Lessee Representations.**
Lessee covenants, warrants and represents, as the case may be, to Lessor as follows:

a.) Lessee is aware there are underground storage tanks ("UST") on the Leased Premises;

b.) Lessee is experienced in the ownership, operation, maintenance and control of UST systems;

c.) Lessee is experienced in the ownership, operation, maintenance and control of a retail facility selling motors fuels;

d.) Lessee agrees to become informed about and comply fully with all federal, state, and municipal laws, rules, regulations, ordinances, use permits, and all conditions and restrictions with regard to the use and condition of the Leased Premises and with regard to Lessee's activities thereon. Without limiting the foregoing, Lessee must comply with all requirements of federal, state, and local occupational, health and safety agencies, and environmental protection agencies, concerning the receipt, storage, handling, use, sale and dispensing of motor fuels, the disposal of waste materials, and Lessee's other activities on the Leased Premises, including particularly those governing recovery of vapors, and the like.

e.) Without limiting the generality of the foregoing, Dealer must comply with all of the obligations imposed by the federal Clean Air Act and any corresponding state counterparts, as amended, including but not limited to: (1) 40 C.F.R. Part 80, Subpart D, regarding reformulated gasoline; (2) 40 C.F.R. Part 80, Subpart C., regarding oxygenated gasoline; (3) 40 C.F.R. Part 80, Subpart B (specifically 40 C.F.R. sections 80.27 and 80.28), regarding gasoline volatility; (4) 40 C.F.R. Part 80 Subpart B (specifically 40 C.F.R. sections 80.29 and 80.30), regarding sulfur content in diesel fuel; (5) 40 C.F.R. Part 80, Subpart G, regarding deposit control additives in gasoline and (6) 40 C.F.R. Part 80, Subpart H, regarding low sulfur gasoline; the Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 et seq., the Clean Water Act, as amended, 33 USC Section 1251 et seq., and the Safe Drinking Water Act, as amended, 42 USC Section 300f et seq.

(f) Lessee agrees to comply with all applicable local, state and federal underground storage tank ("UST") compliance requirements and maintain written records of all maintenance and inspections of UST equipment for as long as required by law.

g.) Lessee will maintain accessible features and accessible paths of access on the Leased premises in compliance with all applicable federal, local and state accessibility laws including, but not limited to, the Americans with Disabilities Act ("ADA").

17. **Environmental Covenants.**
Lessee hereby represents and warrants to, and covenants with, Lessor as follows:

(a) Lessee shall not cause or permit to occur at, on, in, about or under the Leased Premises or the any violation of any Environmental Law.

(b) If any governmental authority requires or demands that a clean-up plan be prepared and undertaken because of any deposit, spill, discharge or other release of any Hazardous Material (Hazardous Material as used herein specifically includes gasoline and diesel fuel) for which Lessee is responsible pursuant to this Lease, then Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plans and all related bonds and other financial assurances, and otherwise perform all work required to obtain a "no further action" letter or other evidence reasonably acceptable to Lessor that such clean-up has been performed to the satisfaction of the applicable governmental authority.

(c) Lessee shall, at Lessee's sole cost and expense:

(i) comply with all Environmental Laws;

(ii) make all submissions to, provide all information required by, and comply with all requirements of, all governmental authorities under all Environmental Laws;

(iii) clean up and remove prior to the expiration or earlier termination of the Term all Hazardous Materials introduced into the Leased Premises during the Term or from Lessee's use or occupancy of the Leased Premises prior to or after the Term, including without limitation, any Hazardous Material existing as a result of any deposit, spill, discharge, disposal or other release of any Hazardous Materials. Such clean-up and removal shall include all testing and investigation required by any governmental or quasi-governmental authority having jurisdiction and the preparation and implementation of any required or recommended remedial action plan. All such clean-up and removal activities of Lessee shall, in each instance, be conducted to the satisfaction of Lessor and all governmental and quasi-governmental authorities having jurisdiction.

(iv) Lessee shall, promptly upon request of Lessor, provide all information regarding the use, generation, storage, transportation or disposal of any Hazardous Materials to, at or from the Leased Premises.

d.) Lessee shall indemnify, defend and hold harmless Lessor and all Lessor parties from and against any and all losses, costs, expenses, claims, demands, damages, actions, causes of action, proceedings and other liabilities of any nature whatsoever (including, without limitation, attorneys' fees and costs) incurred by or asserted against Lessor and/or any Lessor party as a result of (i) the introduction of any Hazardous Material in, on, under or about the Leased Premises or any part thereof by Lessee or anyone acting through Lessee, (ii) the transportation, use, storage, maintenance, generation, disposition, discharge, release or other disposal of any Hazardous Material in, on, under, about, the Leased Premises by Lessee or any anyone actin through Lessee, (iii) any injury to or death of any person, or damage to or destruction of any property, resulting from the transportation, use, introduction, maintenance, storage, generation, disposition, discharge, release or other disposal of any Hazardous Material in, on, under, about, to and/or from the Leased Premises by Lessee or any Lessee or anyone acting through Lessee.

e) Lessee acknowledges that it has conducted its own examination of the Leased Premises with respect to Hazardous Materials and confirms that the Leased Premises are acceptable to Lessee in all respects. Lessee expressly releases and waives any and all claims against Lessor and the Lessor parties with respect to any losses, costs, and damages which may be incurred by or asserted against Lessee or any Lessee party as a result of any Hazardous Material located on, at, in, under or about the Leased Premises as of the date hereof.

g.) The provisions of this paragraph 17 shall survive the expiration or earlier termination of the Term.

18. Lessee's Independent Business

It is mutually agreed that the business conducted by Lessee at the Leased Premises is the independent business of Lessee, and this Agreement will not be construed as reserving to or conferring upon Lessor any right to direct or control Lessee or any of Lessee's employees in the conduct of Lessee's business. Lessee has no authority to employ any person as an agent or employee of Lessor for any purpose, and neither Lessor nor any other person performing any act in connection with the operation of Lessee's business at the Leased Premises will be deemed to be an employee or agent of Lessor.

19. Liability, Indemnity

To the fullest extent permitted by law, Lessee must indemnify, defend and hold harmless Lessor, its parents, subsidiaries and affiliated companies, and their respective shareholders, directors, officers, members, guarantors, agents and employees (collectively ("Lessor"), from and against any and all losses, suits, claims, demands, causes of action, liabilities, costs or expenses (including reasonable attorney's fees and costs of defense) of whatever kind or nature including but not limited to those for personal injury, death or property damage to Lessor or Dealer, their shareholders, directors, officers, employees, agents, contractors, invitees, licensees and any other person(s) entering upon or in proximity to the premises, directly or indirectly arising in whole or in part from or as a result of:

(a) Any default or breach by Lessee of any obligation contained in this Agreement or any other agreement with Lessor.

(b) Any act, omission, fault or negligence of Lessee or Lessee's agents, employees, contractors, invitees or licensees, regardless of whether caused by the joint, concurrent, contributory or comparative fault, negligence, breach of warranty, strict liability or breach of any legal duty whatsoever by Lessor, unless due in whole to the sole negligence of Lessor without any contributory fault on the part of Lessee.

(c) Excluding Lessor's sole negligence, any and all acts, of any nature, which result in damage to Lessor's property.

(d)

(e) Any default or breach by Lessee of any obligation contained in the Supply Agreement.

20. Default and Remedies

This lease is made upon the condition that Lessee shall punctually and faithfully observe and perform all of the covenants, conditions and agreements as set forth in this Agreement. The following shall each be deemed to be an Event of Default of this lease:

A. The failure of Lessee to pay the Base Rent, Additional Rent, late payment charges, or any other charges payable by Lessee to Lessor under this lease, if such failure continues for five (5) days after written notice thereof by Lessor to Lessee;
B. The failure of Lessee to observe or perform any of the terms, covenants or conditions of this lease where such failure continues beyond the period within which performance is required to be made by specific provision of this lease or, if no such period is provided, for a period of ten (10) days after written notice thereof from Lessor to Lessee (unless such failure is of a character that rectification thereof reasonably requires longer than said ten (10) days and completes the same with due diligence);
C. The commencement of levy, execution or attachment proceedings against Lessee or a substantial portion of Lessee's assets; the commencement of levy, execution, attachment or other process of law upon, on or against the estate created in Lessee hereby; the application for or the appointment of a liquidator, receiver, custodian, sequester, conservator, trustee or other similar judicial officer (and such appointment continues for a period of thirty (30) days); the insolvency of Lessee in the bankruptcy or equity sense; or any assignment by Lessee for the benefit of creditors;
D. The commencement of a case by or against Lessee or any guarantor of lease, under any insolvency, bankruptcy, creditor adjustment or debtor rehabilitation laws, state or federal. The determination by Lessee to request relief under any insolvency proceeding, including any

insolvency, bankruptcy, creditor adjustment or debtor rehabilitation laws, state or federal, terminates the estate created in Lessee hereby and the Leased Premises shall not become an asset in any such proceedings;

Upon the occurrence of an Event of Default Lessor may give Lessee a notice of intent to terminate Lessee's right to possession of the Leased Premises, or to terminate this Lease (in either case, a "**Termination Notice**"), upon the expiration of five (5) days from the date of delivery of such notice, in which event Lessee shall quit and surrender the Leased Premises to Lessor and Lessee shall have no further right, title or interest under this Lease; provided, however, that (i) if Lessee's right to possession is terminated without terminating this Lease, then Lessee shall be liable for the performance of all of Lessee's obligations under this lease Agreement (including, without limitation, the obligation to pay Rent), and (ii) if this lease is terminated the parties shall no further right, obligation or liability hereunder other than the rights and obligations of the parties accruing prior to termination which shall survive the termination of the lease.

The rights and remedies of Lessor expressly set forth herein shall be in addition to, and not a limitation of, any and all other rights and remedies now and/or hereafter available at law and in equity. All such rights and remedies shall be cumulative and not exclusive of each other, and Lessor may exercise such rights and remedies at any time, in any order, to any extent and as often as Lessor deems necessary or advisable upon the occurrence and during the continuance of any Event of Default, without regard to whether the exercise of any single right or remedy precedes, succeeds or is concurrent with the exercise of any other right or remedy. A single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy from time to time.

21. **Lessor's Right to Cure.**
Upon the occurrence of an Event of Default, Lessor shall have the right, but not the obligation, to cure such Event of Default for the account of Lessee. All costs and expenses incurred by Lessor in effecting such cure shall be the responsibility of Lessee, shall constitute Additional Rent hereunder, and shall be due and payable by Lessee to Lessor on demand, together with interest thereon at the Default Rate from the date incurred by Lessor through and including the date of payment thereof to Lessor.

22. **Matters of Record, Zoning**
This Agreement is subject to all mortgages, building and zoning, deed covenants and restrictions and use restrictions of record, easements, and other liens and encumbrances affecting Lessor's title to the Land and Improvements at the date of execution hereof. This Agreement is subject to all zoning and deed restrictions of every nature imposed upon the Land and Improvements at the date hereof or hereafter imposed during the term of this Agreement. Lessor has the right to grant additional easements, rights-of-way and other encumbrances affecting the Leased Premises during the term of this Agreement; provided that such grants do not prevent or severely restrict Lessee's ability to operate the Leased Premises under this Agreement.

23. **Condemnation**
a.) If all or substantially all, as reasonably determined by Lessor, of the Leased Premises appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, then this Lease shall terminate and Rent shall abate effective as of the date of such taking, and neither party shall have any further right, obligation or liability hereunder other than the rights and obligations of the parties accruing prior to termination which shall survive the termination of the Lease.

b.) If less than all or substantially all of the Leased Premises is so taken, or conveyance made in lieu thereof, then Lessor, in its sole discretion, may terminate this lease upon not less than thirty (30) days' prior written notice to Lessee, in which event this lease shall terminate and Rent shall be prorated as of the effective date set forth in such notice and neither party shall have any further right, obligation or liability hereunder other than other than the rights and obligations of the parties accruing prior to termination which shall survive the termination of the lease. If this lease is not so terminated, then Rent, shall be ratably adjusted in proportion to the square footage of the Leased Premises so taken or conveyed in lieu thereof. Lessor will proceed to restore the Leased Premises (Lessor's Property) to substantially the same condition as existed at

the lease inception and Lessee shall, at Lessee's sole cost and expense, promptly perform all work necessary to place the Leased Premises (Lessee's Property) in the same or better condition as existed immediately prior to the occurrence of the event giving rise to restoration of the Leased Premises.

c.) Any compensation or other award payable in connection with a taking, or conveyance in lieu thereof, of all or any part of the Leased Premises shall be the sole and exclusive property of Lessor. To the extent provided by Applicable Law, Lessee may petition for a separate award provided that the same does not decrease any award payable to Lessor.

24. Destruction of Facility.

a.) If all or substantially all (as reasonably determined by Lessor) of the Leased Premises or the is damaged or destroyed by fire or other casualty (a "**Material Casualty**"), Lessor shall terminate this Lease by delivering written notice thereof to Lessee within fifteen (15) days after the date of such Material Casualty, in which event this Lease shall terminate and Rent shall abate as of the date of such Material Casualty and neither party shall have any further rights, obligations or liabilities hereunder other than rights and obligations of the parties accruing prior to termination which shall survive the termination of the Lease.

b.) If the Leased Premises is damaged by fire or other casualty which does not constitute a Material Casualty, as reasonably determined by Lessor, this Lease shall continue in full force and effect, except as otherwise expressly provided herein, and Lessor and Lessee shall promptly commence to repair, restore or rebuild the Leased Premises in same manner as provided in **Paragraph 23(b).**

25. Abatement of Rent.

In the event that less than substantially all of the Leased Premises shall be damaged by fire or other casualty or less than substantially all of the Leased Premises shall be condemned but as a result the partial damage or condemnation the Leased Premises are rendered untenantable, then Rent shall abate from the date of the event causing such untenantability until thirty (30) days after the date possession of the Leased Premises is delivered to Lessee. As used in this Lease, the term "**untenantable**" means reasonably incapable of being occupied for its intended use due to damage to the Leased Premises as determined by Lessee in the exercise of reasonable business judgment. The Leased Premises shall not be deemed untenantable if either if Lessee continues to actually occupy the Leased Premises, or the event giving rise to the obligation to restore is the result of any act or omission of Lessee or any anyone acting through Lessee.

26. Insurance

(a) Without limiting Lessee's obligations, Lessee agrees to purchase and maintain at all times, at Lessee's expense and in compliance with any requirements of applicable law, insurance as outlined in this section. This insurance must be satisfactory in form and substance to Lessor and must be of at least the following minimum kinds and limits:

(i) All risk property insurance, on a replacement cost valuation basis, covering building, improvements, structure and fixtures owned by Lessor. Lessor shall be included as a loss payee under the commercial property insurance, and policy shall contain a ***waivar of subrogation*** as respects Lessor.

(ii) Commercial general liability insurance in an amount not less than $2,000,000 per occurrence covering Lessee's liability for business, operations, use and occupancy of the Leased Premises;

(iii) Automobile liability insurance in an amount not less than $1,000,000 combined single limit for any auto used in the Lessee's operations;

(iv) Workers' compensation insurance as required by statute, unless Lessee qualifies and remains qualified as a self-insurer under the applicable federal and state laws.

(vi) If alcoholic beverages will be sold at the Leased Premises, liquor liability insurance in an amount not less than $1,000,000 per occurrence.

(b) Insurance policies required by this **Paragraph 26** shall be written by companies satisfactory to Lessor, and shall be primary and non-contributory to any coverage carried by Lessor.

(c) Lessee agrees to increase the amount of any insurance described herein promptly upon execution of this Agreement or upon receiving written notice from Lessor to do so. Lessee agrees to obtain such additional insurance promptly upon receiving written notice from Lessor to do so.

(d) Lessee shall provide Lessor with a certificate of insurance from its insurance carrier evidencing coverage prior to its taking possession of the Leased Premises.

(e) Lessee will not materially change, amend, or cancel any of the insurance policies that Lessee is required to obtain under this Agreement, without first providing Lessor with 30 days written notice of the intent to do so, and obtaining Lessor's prior written consent to such change, amendment or cancellation.

(f) The existence or non-existence of any insurance shall not limit Lessee's liability for indemnity and other obligations contained in the Agreement.

27. Mortgage, Subletting, Assignment, Liens

Lessee must not voluntarily or involuntarily assign, encumber, mortgage or otherwise transfer this Agreement, or sublet the Leased Premises or any part thereof, or allow or permit the Leased Premises or any part of it to be used or occupied by others, without the prior written consent of Lessor, **which maybe withheld in Lessor's sole discretion,** in each instance. Absent such consent, any act or instrument purporting to do any of the foregoing shall be null and void.

No assignment, subletting, use, occupancy, transfer or encumbrance by Lessee shall operate to relieve Lessee or any Guarantor from any covenant, liability or obligation hereunder except to the extent, if any, **expressly provided for in any written consent of Lessor** to the foregoing, and none of the foregoing, and **no consent to any of the foregoing, shall be deemed to be a consent to or relieve Lessee from the** obligation to obtain Lessor's consent to any subsequent assignment, subletting, use, occupancy, transfer or encumbrance.

28. Surrender

(a) Upon the expiration or any termination of this Agreement, Lessee will peaceably surrender and deliver immediate possession of the Leased Premises to Lessor. Lessee agrees to surrender the Land, Improvements and any of Lessor's equipment located thereon in the same condition as they were at the time this Agreement was entered into, normal wear and tear excepted.

(b) Upon any expiration or any termination of this Agreement, Lessee will promptly remove any and all equipment, tools, inventory or other property belonging to Lessee. In the event Lessee does not remove personal property, within 10 days after expiration or termination of this Agreement, title to such property shall pass to Lessor, without further notice. If such removal of Lessee's property causes damage to the Leased Premises, Lessee will make repairs. Upon any failure of Lessee to do so, Lessor may restore the Leased Premises at Lessee's expense.

29. Holdover

If Lessee remains in possession of the Leased Premises or any part thereof after the expiration or earlier termination of the Term, whether by lapse of time or otherwise, Lessee shall be deemed to be occupying the Leased Premises from month to month at a monthly rental rate in an amount equal to:

(i) two (2) times the monthly installment of Base Rent payable with respect to the last calendar month of the Term, plus

(ii) one-twelfth (1/12) of the Taxes payable by Lessee with respect to the last full calendar year of the Term, plus

(iii) the cost of any insurance Lessee is obligated to carry hereunder, unless the policies or certificates of insurance most recently delivered to Lessor by Lessee remain in effect.

Such holdover tenancy shall be subject to all other terms and conditions of this lease.

30. **Notices**
All notices given pursuant to this Agreement are considered to be properly given if delivered personally, sent by certified mail or recognized overnight courier (i.e. Federal Express, UPS) addressed to the parties as follows:

Lessor: Clinton Oil Corp.
250 N Rt 31
Crystal Lake, IL

Lessee: Shree Pashwa Inc.
1710 W Armitage Ct
Addison, IL 60101

or at such other address either party may from time to time notify the other of in writing. Date of service of a notice served by *certified* mail is the date deposited in the United States Mail.

31. **No Waiver**
No failure to act on an incident of breach, and no course of dealing will be construed as the waiver of the right to act. The waiver of any breach of any covenant, condition or stipulation contained herein will not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation. Any failure of Lessor to enforce rights or seek remedies upon any default of Lessee with respect to any of the obligations of Lessee hereunder will not prejudice or affect the rights or remedies of Lessor in the event of any subsequent default of Lessee.

32. **Entire Agreement.**
This Agreement contains all of the agreements between Lessor and Lessee with respect to the Leased Premises and supersedes all other agreements, if any, written and oral, between the parties as of the date hereof. This Agreement shall not be amended or modified except by a written instrument executed by Lessor and Lessee. This Agreement and the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, personal representatives, permitted successors and assigns, except as may otherwise be expressly provided in this Agreement.

33. **Quiet Enjoyment.**
So long as Lessee observes and performs all of its obligations under this Lease in a timely manner, Lessee shall peaceably and quietly have, hold, occupy and enjoy the Leased Premises for the Term, without hindrance from Lessor, except as otherwise expressly permitted hereunder.

34. **Attorneys' Fees.**
If an Event of Default occurs hereunder and either party deems it necessary or advisable to commence legal proceedings to enforce its rights hereunder, then the prevailing party shall be entitled to recover all attorneys' fees, court costs, expert fees, fees and charges of consultants, and all other costs and expenses incurred by or asserted as a result of such Event of Default, whether such proceedings are settled or pursued to any judgment.

35. **Headings**
Paragraph headings are for convenience only and shall not be construed as a part of this Agreement.

36. **Severability.**
If any term or condition of this Lease or the application thereof to any person or circumstance is or is held to be invalid or unenforceable in any respect, the remainder of this Lease, and the application of such term or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term and condition of this Lease shall be valid and enforced to the fullest extent permitted by Applicable Law.

37. **Recording:** This Agreement shall not be recorded by either Lessor or Lessee, and it shall be a material breach of this Agreement to record this Agreement or any form of this Agreement or its terms on the title of the Land.

38. **Guaranty.** As a condition of this lease, all terms, covenants and liabilities arising under this Agreement shall be guaranteed by the guarantor pursuant to the Continuing Guaranty of Lease attached to this Agreement, which is hereby incorporated into this Lease by this reference and made a part hereof. The guarantor named therein shall execute the Continuing Guaranty of Lease simultaneously with execution of this Agreement.

39. **Counsel. Each party hereto acknowledges that this Agreement has been read and completely understood, that they have had the opportunity to seek advice of counsel prior to execution, and that the execution of same is the free act and deed of each such party. It is expressly acknowledged and understood that the attorney drafting this Agreement represents Lessor only in this Agreement and does not in any way represent or purport to represent Lessee. Lessee acknowledges that this Agreement contains binding provisions, and that it has had the opportunity to seek advice of counsel prior to execution and has either consulted with another attorney, or has consciously decided not to seek counsel.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

LESSOR:

CLINTON OIL CORPORATION

By: H Patel

Name: Hemant Patel
Its: President

LESSEE:

SHREE PASHWA INC.

By: A. P Shah

Name: Apurva Shah
Its: President

CONTINUING GUARANTY OF LEASE

This Continuing Guaranty of Lease (this "Guaranty") is made as of the 01 day of Aug, 2023, by the undersigned (whether one or more, "Guarantors") in favor of **CLINTON OIL CORPORATION**, an Illinois limited liability company ("Landlord"), with reference to the following facts and purposes:

RECITALS

A. Landlord is entering into a Commercial Lease of even date herewith (the "Lease"), **SHREE PASHWA INC.**, an Illinois corporation (the "Tenant") for premises located in **250 N IL Route 31, Crystal Lake, IL 60014** ("Premises").

B. Landlord is relying upon this Guaranty and would not enter into the Lease without this Guaranty.

C. Guarantors acknowledge that the Lease provides direct benefits to the Guarantors;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Landlord to enter into the Lease with Tenant, and intending to be legally bound, Guarantors do hereby warrant, represent and covenant unto Landlord as follows:

1. Guarantors directly, absolutely, independently, primarily, unconditionally and continually guarantee as to Landlord and its successors and assigns, the full and punctual payment, performance and observance by Tenant of all terms, provisions, covenants and conditions contained in the Lease on Tenant's part to be kept, performed or observed (collectively, the "Provisions"), including, without limitation, the payment of rent, including, without limitation, minimum rent, adjustments to rent, additional rent, interest, operating charges, late charges, costs of enforcement (including without limitation Landlord's reasonable attorneys' fees) and all other amounts payable by Tenant to Landlord under the Lease (collectively "Rent"). If, at any time, default shall be made by Tenant in the performance or observance of any of the Provisions or if Tenant shall default in any payment due under the Lease, Guarantors will pay, keep, perform and observe the same, as the case may be, in the place and stead of Tenant.

2. Any act of Landlord or its agents, or the successors or assigns of Landlord or their agents, consisting of a waiver of any of the Provisions, including without limitation the acceptance of partial payments of Rent, or the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences, forbearance, compromise or extensions of time to Tenant, or the release of any collateral providing security for the performance of Tenant's obligations, or the release of any other guarantor of the Lease, or the failure of Landlord to resort to any of its remedies provided by the Lease or at law or in equity, may be done and taken without notice to the Guarantors and without releasing the obligations of the Guarantors hereunder and the Guarantors hereby expressly waive any notice of non-payment, nonperformance or non-observance, or proof of notice or demand, in order for Landlord to claim under this Guaranty.

3. The obligations of the Guarantors hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of the Provisions, nor by any modification of the Lease, but in case of any such modification the liability of the Guarantors shall be deemed modified in accordance with the terms of any such modification.

4. The liability of the Guarantors hereunder shall in no way be affected by: (a) the release or discharge of Tenant in any receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of Tenant's liability under the Lease resulting from the operation of any present or future provision of Bankruptcy Code or any amendments thereof, or under any state or other federal statute or from the decision in any court; (c) the rejection or disaverments of the Lease in any such proceedings; (d) the assignment or transfer or sublease of the Lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; (g) the impairment or release of any collateral securing the full performance of Tenant's obligations; or (h) the release of any other guarantor or surety for the obligations of Tenant under the Lease or any portion of such obligation.

5. The Guarantors hereby waive: (a) any defense or circumstance (including, without limitation, disability, insolvency, lack of authority or power, insanity, minority, death or dissolution) which might otherwise constitute a legal or equitable discharge of Guarantor's liability hereunder; (b) any defense of Tenant to the Lease; (c) any rights to extension, composition or otherwise under the Bankruptcy Code or any amendments thereof, or under any state or other federal statute; (d) the right to trial by jury in any litigation arising out of, relating to, or connected with this Guaranty, it being acknowledged by the Guarantors that the Guarantors are knowledgeable in sophisticated commercial real estate transactions, and that the Guarantors make this waiver of trial by jury knowingly and voluntarily and only after consultation with sophisticated legal counsel of the Guarantors' choosing.

6. The Guarantors hereby agree to protect, defend, indemnify and hold Landlord harmless from and against any and all liability, loss, cost, damage or expense (including without limitation attorneys' fees and costs) incurred by Landlord incident to or in connection with any allegation or finding that the delivery of this Guaranty or any payment made by Tenant to Landlord is a "preference" under 11 U.S.C. 547. This Guaranty shall remain in full force and effect and continue to be effective should any petition be filed by or against Tenant under the Bankruptcy Code, as at any time amended, for liquidation or reorganization, or should Tenant become insolvent or make an assignment for the benefit of creditors or a receiver or trustee be appointed for all or any significant part of Tenant's assets, and this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of the Rent or performance of the Provisions, or any part of either, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Landlord, whether as a "preferential transfer", "voidable preference", "fraudulent conveyance", or otherwise, as if the portion of such payment rescinded, reduced, restored or returned had never been made.

7. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term thereunder or any extension or renewal thereof, or additional space whether attached or separate within the Premises under the same lease name.

8. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the Guarantors and Landlord.

9. The Guarantors agree to reimburse Landlord for all expenses (including without limitation reasonable attorneys' fees and expenses) incurred by Landlord in enforcing the Lease, pursuing any remedies set forth in the Lease or permitted by law, and enforcing this Guaranty, irrespective of whether or not action or actions are commenced or continued to judgment, and including, without limitation, expenses incurred in connection with bankruptcy, arbitration and appellate proceedings.

10. The Guarantors' liability herein is primary, direct, absolute, continual and unconditional and is joint and several and independent of the obligations of Tenant. A separate action may be brought and the obligations of either or both of the Guarantors may be immediately enforced without necessity of any action against Tenant or collateral or the resort by Landlord to any of its remedies under the Lease or at law or in equity, and a separate action may be prosecuted against the Guarantors whether or not action or actions are brought against Tenant and whether or not Tenant is joined in any such action and the Guarantors hereby waive the benefit of any enforcement thereof.

11. No delay on Landlord's part in exercising any right, power or privilege under this Guaranty or any other document executed in connection herewith shall operate as a waiver of any such privilege, power or right.

12. The Guarantors agree that any judgment rendered against Tenant for monies or performance due Landlord shall in every and all respects bind and be conclusive against the Guarantors to the same extent as if the Guarantors had appeared in any such proceeding and judgment therein had been rendered against the Guarantors.

13. The Guarantors subordinate to Tenant's obligations to Landlord all indebtedness of Tenant to the Guarantors, whether now existing or hereafter contracted, whether direct or indirect, contingent or determined. With respect to any such indebtedness of Tenant to the Guarantors, the Guarantors further agree to make no claim therefore until any and all obligations of Tenant to Landlord shall have been discharged in full and the Guarantors further covenant and agree not to assign all or any part of such indebtedness while this Guaranty remains in effect. The Guarantors shall have no right of subrogation in or under the Lease, and no rights of reimbursement, indemnity

or contribution from the Tenant or any other rights by law, equity statute or contract that would give rise to a creditor-debtor relationship between the Guarantors and Tenant, and the Guarantors hereby explicitly waive and release any of the above-described rights of subrogation, reimbursement, indemnity, contribution, participation, and any right to require the marshaling of Borrower's assets under any circumstances.

14. Before signing this Guaranty, each of the Guarantors investigated the financial condition and business operations of the Tenant, the condition of the Premises, the Lease Provisions and such other matters as the Guarantors deemed appropriate to assure themselves of Borrower's ability to discharge its obligations under the Lease. The Guarantors assume full responsibility for that due diligence, as well as for keeping informed of all matters which may affect Tenant's ability to pay the Rent and perform the other Provisions of the Lease. Landlord has no duty to disclose to the Guarantors any information which Landlord may have or receive about Tenant's financial condition or business operations, the condition or uses of the Premises, or any other circumstances bearing on Tenant's ability to perform the Lease.

15. The terms, covenants and conditions contained in this Guaranty shall apply to and bind the heirs, personal representatives, executors, successors and assigns of undersigned. The duties and obligations of the Guarantors may not be delegated or transferred by the Guarantors without the prior written consent of Landlord.

16. The terms, covenants and conditions contained in this Guaranty shall inure to the benefit of the successors and assigns of Landlord. Without limiting the foregoing, the holder of any lien or security interest in the real property described in the Lease, any assignee of Landlord's interest in the Lease and any purchaser at a foreclosure, trustee's or other sale shall be entitled to the benefits of this Guaranty provided that the foregoing is not intended to supersede any subordination of the Lease to such lien or security interest.

17. If any term, covenant or condition of this Guaranty, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or enforceable, all terms, covenants and conditions of this Guaranty, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

18. If this Guaranty is to be executed by more than one party, then it is specifically agreed that the liability of each party shall attach fully at the time of such party's execution hereof, without regard to the failure of any other party to execute this Guaranty. Should the Guarantors consist of more than one person or entity, then, in such event, all such persons and entities shall be jointly and severally liable as Guarantors hereunder, and it is specifically agreed that Landlord may enforce the provisions hereof with respect to one or more of such signers without seeking to enforce the same as to all or any such signers. The Guarantors hereby waive any requirement of any other of the parties hereto in any suit or proceeding to enforce the provisions hereof.

19. Upon request, the Guarantors agree to deliver to Landlord a copy of the Guarantors2' current annual financial statement certified by the Guarantors to be true and correct or, in lieu thereof the Guarantors' federal and state tax returns. While this Guaranty is in effect, the Guarantors agree to have an annual financial statement prepaid reflecting the prior year's activities no later than ninety (90) days after the end of each calendar year.

20. Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against his/her separate and community property for all his/her obligations under Guaranty.

21. This Guaranty may be executed in one or more counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute but one and the same document.

22. All notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes (i) three (3) days following deposit in the United State mail (by registered or certified mail, return receipt requested, postage prepaid); or (ii) one (1) business day following deposit with a nationally recognized overnight delivery service such as Federal Express or Airborne. Each notice hereunder must be directed to the party to receive the same at its address stated below or at such other address as may be substituted by notice given as herein provided.

The addresses are:

Landlord: Clinton oil corp. Hemant Patel

Guarantors: Apurv Shah
Shree Pashwa Inc.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed as of the day and year first written above.

GUARANTORS:

A. P Shah
Apurva Shah, individually

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: City Code Amendment to Increase the Number of Class 15 Liquor Licenses – Applicant: Olio E Vino LLC, d/b/a The Olive Tap, 68 N. Williams Street

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 15 liquor licenses from the currently permitted 1 license to 2 licenses, in order to allow for the issuance of a new Class 15 liquor license to Olio E Vino LLC, d/b/a The Olive Tap, 68 N. Williams Street

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

Background:

Olio E Vino LLC is the new owner of The Olive Tap, 68 N. Williams Street. The former owners no longer wished to sell alcohol and surrendered the liquor license prior to closing.

Olio E Vino LLC is requesting the City Council approve an increase in the number of Class 15 licenses to allow for the sale of packaged beer and wine and at this location, but not for consumption on the premises.

The Class 15 license authorizes the retail sale of beer and wine in packages only but not for consumption on the premises where sold between the hours of 7:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday, Friday and 7:00 a.m. Saturday and 2:00 am. Sunday and 7:00 a.m. Sunday and 2:00 a.m. Monday. A Class B type restaurant may be located on the premises. Food for consumption on the premises or which can be taken out shall not be sold by any Class 15 license holder.

The annual fee for such a license shall be $500.

Current Class 15 License Holders:

Name	Address	Zoning
Aldi, Inc.	5831 Northwest Highway	"B-2"

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

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

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

The attached Ordinance approves an increase in the number of Class 15 liquor licenses in order to allow the creation the issuance of a new Class 15 liquor license to Olio E Vino LLC d/b/a The Olive Tap, 68 N. Williams Street.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 15 License shall be increased from 1 to 2.

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

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

DATED at Crystal Lake, Illinois, this 3rd day of October 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: October 3, 2023
APPROVED: October 3, 2023

Draft

The Olive Tap

September 18, 2023

100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Crystal Lake Mayor Haleblian and City Council:

My name is Michael Harris and I am seeking approval for a Class 15 Liquor License for the business I own with my wife, Diane, The Olive Tap.

Our intent is to bring Wine into the store as a complementary product to the Olive Oils, Balsamic Vinegars, and related specialty food and gift products. I have a passion for wine, as evidenced by my having passed the Introductory Sommelier Certification examination, having worked for 14 months part time selling wine at the Binny's in Arlington Heights, and building a personal cellar of more than 500 bottles from all over the world.

I expect to bring wines into the store from countries that align to where our Oils and Vinegars are sourced from...the USA, Italy, Spain, and Greece primarily. This will provide a natural tie-in between the products we sell to our customers.

I am hopeful this letter will give you the background you need to comfortably move forward approving our request for the liquor license. Please let us know if any questions about this request.

Sincerely,

Michael & Diane Harris

68 N. WILLIAMS STREET, CRYSTAL LAKE, IL 60014
T 815-459-6457 U WWW.OLIVETAPCL.COM

LL23-000019
Liquor License

Applicant Name	Michael R. Harris
Applicant Email	theolivetapcl@gmail.com
Applicant Address	1915 N. Stanton Court Arlington Heights IL 60004
Applicant Company Name	The Olive Tap
Applicant Company Address	68 N. Williams Street Crystal Lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	[redacted]
Applicant Work Phone	
Application Type	New
License Classification	Class 15
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Olio E Vino LLC
DBA	The Olive Tap
Phone Number	8154596457
Contact Person Name	Michael R. Harris
Contact Person Email	theolivetapcl@gmail.com
Contact Person Address	1915 N. Stanton Court Arlington Heights IL 60004
Contact Person Company Name	The Olive Tap
Contact Person Company Address	68 N. Williams Street Crystal Lake IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	
Manager Name	Michael R. Harris
Manager Email	theolivetapcl@gmail.com
Manager Address	1915 N. Stanton Court Arlington Heights IL 60004
Manager Company Name	The Olive Tap
Manager Company Address	68 N. Williams Street Crystal Lake IL 60014
Manager Home Phone	
Manager Cell Phone	[redacted]
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	Michael R. Harris
Home Address	1915 N. Stanton Court, Arlington Heights, IL 60004
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	[redacted]
Email	theolivetapcl@gmail.com
Officer Full Name and Title	Diane T. Harris
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	1915 N. Stanton Court, Arlington Heights, IL 60004
Date of Birth	[redacted]
Phone Number	[redacted]
Email	[redacted]
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	David Waggoner
Address of Lessor	Four N. Walkup Avenue, Crystal Lake, IL 60014
Period Covered by Lease	July 2023 to June 2027
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a	Yes

supplemental Class 28 Liquor License)	
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	10/31/2023
Is your Surety Bond Continuous?	No
Surety Bond Expiration	10/31/2023
Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: Signed Lease.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant:

TOT Liquor License Letter.docx
Owner / Registered Agent Signature: signature.png
Proof of Liquor Liability Insurance: CL-LiquorLicense-TBC.docx
Surety Bond ($1000 payable to City of Crystal Lake): CL-LiquorLicense-TBC.docx
Upload signed affidavit Click Here for form: CL-LiquorLicense-TBC.docx

AFFIDAVIT

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

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

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

Please sign below:

Michael Harris — Manager
Printed Full Name — Title

9/25/23
Applicant Signature — Date

Diane Harris — Manager
Printed Full Name — Title

9/25/23
Applicant Signature — Date

Subscribed and sworn to before me this

25 day of September, 2023.

Notary Public

My commission expires: 5/19/2026

(SEAL)

MYOUNGJIN ISAAC PARK
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 19, 2026

LEASE

This Lease Agreement ("Lease") is for the store commonly known as 68 North Williams Street between **David L. Waggoner, as Sole Beneficiary of a Land Trust with Home State Bank of Crystal Lake as Trustee Under Trust No. 5200**, as Lessor, and **Olio E. Vino LLC**, an Illinois Limited Liability Company, as Lessee, and doing business as **"The Olive Tap"**.

1. The term of this Lease shall be from July ____, 2023, through June 30, 2027. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the single level store designated as 68 North Williams Street and a designated storage/office on the first floor as shown on attached Exhibit "A" and outlined with a yellow highlighter and also a designated storage area in the lower level, herein called "Subject Property" or "Leased Premises." The first year of the Lease is from July ____, 2023 to June 30, 2024, at a monthly rental of $2,966.00; the second year of the Lease shall be from July 1, 2024 to June 30, 2025 at a monthly rental of $3,040.00. The third year of the Lease shall be from July 1, 2025 to June 30, 2026 at a monthly rental of $3,116.00. The fourth year of the Lease shall be from July 1, 2026 to June 30, 2027 at a monthly rental of $3,194.00. All Rent is payable on the first day of each month. Rent for July 2023 shall be prorated with the former Tenant, Oil & Water, Inc.

Lessee shall have the option to extend the term of this Lease for an additional two (2) years upon giving notice in writing to Lessor on or before January 1, 2027. The extended lease term shall be from July 1, 2027 through June 30, 2029. The rental for the first year of the extension from July 1, 2027 to June 30, 2028 shall be $3,274.00 monthly. The rental for the second year of the extension from July 1, 2028 to June 30, 2029 shall be $3,356.00 monthly.

The Leased Premises also includes an area of approximately 350 square feet in the basement designated by Lessor to be used for storage by Lessee.

2. There is no Security Deposit under this Lease.

3. Lessor specifically accepts and reserves to itself the use of the roof, the exterior portion of the Leased Premises, and such areas within the Leased Premises required for installation of utility lines and other installations required to service other tenants of the building. **Lessee shall make no penetration in the roof of the Leased Premises.** Lessor, his agents, and employees, shall have the right at any time, during business hours, and during other hours upon reasonable advance notice to Lessee, to enter the Leased Premises for the purpose of inspection or the purpose of making repairs or alterations to the Leased Premises or the building of which they are a part, both interior and exterior, that may be either required or that Lessor may deem advisable; provided however, that nothing contained in this paragraph shall be deemed to impose upon Lessor any additional obligation to make repairs or alterations except as hereinafter provided in paragraph 6. No advance notice shall be required to enter the premises in the case of an emergency.

4. Lessor grants Lessee the right to use two designated parking spaces at the rear of the building for employee parking. The other parking spaces owned by Lessor at the rear of the building on the west side of the alley that are designated by Lessor may be used in common with other tenants of Lessor.

5. The City of Crystal Lake issues monthly to Lessor one billing for sewer and water usage for the entire building. Lessee shall reimburse Lessor for one-sixth of said billing during the term of the Lease, prorated to the lease inception.

6. Lessor agrees to make and pay for all repairs and replacements for structural parts of the building of which the premises are a part which structural repairs are necessary to keep the premises tenantable, including, but not limited to repair, maintenance, or replacement of the roof, the walls, and conductor pipes of the premises.

7. There is one (1) heating, ventilating, and air conditioning unit on the roof of the building which serves the front part of the Leased Premises and one (1) HVAC unit which serves the rear portion of the Leased Premises. Lessee will pay annually to Lessor the sum of $250.00 per year per HVAC Unit for Lessee's share of maintenance and repair costs. Lessor shall pay all other costs of maintaining or replacing the HVAC Units.

8. Lessee has inspected the Leased Premises and is satisfied with their physical condition and agrees to accept the Leased Premises in "as is" condition. Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the Leased Premises and its fixtures, and to commit or suffer no waste therein; that no changes or alterations of the Leased Premises shall be made or partitions erected, nor walls papered without the consent in writing of Lessor. Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, carpeting, plumbing work, pipes, and fixtures belonging to the Leased Premises in order to keep the Leased Premises in a good and safe condition. Lessee promises to surrender the Leased Premises at termination of this Lease in the same condition as received, except for normal wear and tear and except for changes authorized by Lessor. Lessee agrees to make no repairs at the expense of Lessor. Lessee agrees to pay for any and all repairs that shall be necessary to put the Leased Premises in the same condition as when Lessee entered therein, reasonable wear and loss by fire excepted, and the expense of such repairs shall be included within the terms of this lease. All alterations and additions approved in writing by Lessor shall remain with the Leased Premises for the benefit of Lessor upon termination of the Lease except as otherwise provided in Lessor's written consent to the alterations. Any trade fixtures installed by Lessee may be removed at the end of the Lease, provided that Lessee restores the Leased Premises to the same condition as existed prior to the installation and removal of the trade fixtures.

Lessee is permitted to install a new awning or to use the existing awning, provided the awning is not an excluded asset in the business purchase transaction.

9. The Leased Premises are to be used for a Store selling olive oil, balsamic vinegar, cheese, candy other miscellaneous food products, plates, dishes, and nick nacks and other home décor. Lessee may also sell alcoholic beverages after the proper licenses are obtained by Lessee. Lessee shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Leased Premises. Lessee shall comply with all statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy or use of the Leased Premises, and with all rules and regulations that are adopted by Lessor for the safety, care, and cleanliness of the Leased Premises and the preservation of good order on the Leased Premises and for the Building of which they are a part. These rules and regulations, as adopted from time to time by Lessor, are expressly made a part of this Lease.

10. In the event the said Leased Premises shall be damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent repairable within one hundred twenty (120) days from the date of such damage, Lessor shall forthwith proceed to repair such damage; provided however, that Lessor in no event shall be required to expend for such repair and amount in excess of the insurance proceeds recovered as a result of such damage. If such repair shall not have been completed within one hundred twenty (120) days from the date of such damage, delays occasioned by causes beyond the control of Lessor excepted, this Lease may, at the option of Lessee, be terminated. During the period of repair, if the damage was caused without fault or neglect of Lessee, Lessee's agents, employees or visitors, then Lessee's rent shall abate in whole or in part depending upon the extent to which such damage and/or such repair shall deprive Lessee of the use of said Leased Premises for the normal purposes of Lessee's business.

In the event that said premises shall be damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days from the date of such damage, this Lease shall terminate as of the date of such damage.

11. In the event the rent is not paid on or before the fifth day after the due date, a late charge of Seventy-Five Dollars ($75.00) per month or any portion thereof shall be charged for each month or portion of a month that payment is late.

12. The Lessee covenants and agrees to protect and save harmless the Lessor of and from all claims for injuries to person or property by reason of any accident, occurrence, or happening upon the Leased Premises. The Lessee agrees to carry public liability insurance naming the Lessor, **David L. Waggoner**, as beneficiary of the land trust, and **Home State Bank Trust No. 5200**, as primary additional insured on a non-contributory basis with coverage of not less than One Million Dollars ($1,000,000.00) for injuries to persons or property in any one accident, occurrence, or happening. Lessee shall also, during the entire term at Lessee's cost and expense, keep in force by advance payment of premiums, a policy or policies of insurance in the State of Illinois against breakage of all plate glass in the premises. If Lessee fails to comply with such requirements, lessor may obtain such insurance and keep the same in force and effect and Lessee shall pay Lessor upon request the premium costs thereof for the term of the Lease then unexpired. Lessee will at all times keep on deposit with Lessor the certificate showing such insurance coverages in force.

13. Snow removal to the rear of the building in the parking areas (serving the Leased Premises and other property) will be contracted for by Lessor and the Lessee shall reimburse Lessor for one-sixth (1/6) of the cost of said snow removal within ten (10) days after notification by Lessor. Lessee shall also reimburse Lessor for one-sixth (1/6) of the monthly monitoring charge incurred with reference to the fire alarm notification system. Lessee shall also reimburse Lessor (or the person paying the utility bills) on a pro-rata basis with the other benefitted tenants for the gas and electric charges for the first floor common areas accessible to Lessee.

14. Lessee is responsible for maintaining (in the Leased Premises only) the existing emergency system (exit lights and emergency lighting only) and for servicing of the fire extinguishers. Lessee will provide at Lessee's expense any additional emergency system, fire extinguishers to the premises required by the City of Crystal Lake as a condition to occupancy. Lessor shall not be liable for any damage to any property, or person, at any time in the Leased Premises from steam, gases, electricity, or from water, rain or snow, whether they may leak into,

issue or flow from, any part of the building or from the pipes, or heating or air-conditioning apparatus of the same, or from any other place.

15. Contracting for and payment of scavenger service is the responsibility of Lessee. Contracting with the awning company and permitting, if any, for new signage on the bottom valance portion of the awning shall be the responsibility of Lessee. No other signage except window signage and signage on the removable bottom portion of the awning is allowed except upon written consent of Lessor. Lessee is responsible for paying gas and electric utility charges which are separately metered to the Leased Premises. Lessor shall cause the natural gas powering the HVAC in the first floor storage/office area to be separately metered for payment by Lessee.

16. Lessee shall make no alterations to the Leased Premises without first securing the written approval by Lessor of the plans and specifications describing such proposed alterations. Lessee shall pay promptly when due the entire cost of any work in the Leased Premises undertaken by Lessee so that the Leased Premises shall at all times be free of liens for labor and materials. As to all such work, Lessee also agrees to procure and provide copies to Lessor of all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality; to procure Builder's or Carpenter's Risk insurance whenever appropriate in amounts and with companies satisfactory to Lessor; to perform such work by themselves, or only with contractors previously approved in writing by Lessor; and to save Lessor and Lessor's beneficiaries and agents harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work. Modifications to the Leased Premises constructed by Lessee shall become part of the Leased Premises and shall remain as a part of the Leased Premises owned by Lessor at the end of the lease term. Free standing cabinetry and other trade fixtures shall remain the property of Lessee.

17. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises; and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other from any liability the other may have on account of such loss, cost, damage, or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist or accrue to any person on account hereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof.

18. Each of the following shall be an Event of Default under this Lease:

(a) Lessee fails to make any payment required by the provisions of this Lease within five (5) days of when due;

(b) If Lessee fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;

(c) If Lessee vacates, abandons, or surrenders the Premises prior to the end of the Term: and

(d) If all or substantially all of Lessee's assets are placed in the hands of a receiver or trustee and that receivership or trusteeship continues for a period of thirty (30) days, or if Lessee makes an assignment for the benefit of creditors or is adjudicated a bankrupt, or if Lessee institutes any proceedings under any state or federal bankruptcy act by which Lessee seeks to be adjudicated as bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Lessee under any bankruptcy laws, and Lessee consents or acquiesces by pleading or default.

19. Upon the occurrence of an Event of Default under this Lease by Lessee, Lessor is entitled at Lessor's option to the following:

a) To reenter and take exclusive possession of the Leased Premises with process of law, except if Lessee has abandoned the Leased Premises;

b) To collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it becomes due;

c) To continue this Lease in force or to terminate it at any time;

d) To relet the Leased Premises for any period on Lessee's account and at Lessee's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of Term to Lessee's continuing obligations under this Lease;

e) To take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Lessee's obligations under this Lease;

f) To recover from Lessee the damages allowed by Illinois law, the provisions of which are expressly made a part of this Lease;

g) To restore the Leased Premises to the same condition as received by Lessee, ordinary wear and tear excepted; and

h) To enforce by suit or otherwise all obligations of Lessee under this Lease and to recover from Lessee all remedies now or later allowed by law.

Any act that Lessor is entitled to do in exercise of Lessor's rights upon an Event of Default may be done at a time and in a manner deemed reasonable by Lessor in Lessor's sole discretion, and Lessee irrevocably authorizes Lessor to act in all things done on Lessee's account.

20. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Lessor is void and shall be a breach of this Lease, and at the option of Lessor, shall terminate this Lease. Lessor shall not unreasonably withhold its consent to a proposed assignment or sublease.

21. Lessee agrees to indemnify, hold harmless, and defend Lessor from all claims and liability of every kind, including court costs and attorney fees, arising in any way from any occurrence on the Leased Premises, or related to the Lessee's use or occupancy of the Leased Premises.

22. Any notice under this Lease shall be given by mailing the notice, postage prepaid, by certified mail, return receipt requested, to Lessee at the Leased Premises or any other address set forth adjacent to Lessee's signature below and to Lessor at the address set forth adjacent to Lessor's signature below, or to any other place designated in writing by the parties.

23. Lessor and Lessor's agents shall have the right to exhibit the Leased Premises to prospective tenants and to display the usual "for sale" or "for rent" signs on the Premises at any time within sixty (60) days before the expiration of this Lease.

24. At any time within ten (10) days after request by Lessor, Lessee shall execute, acknowledge, and deliver to Lessor, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Lessor reasonably requests. It is acknowledged by Lessee that any statement is intended to be delivered by Lessor to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

25. Miscellaneous:

a) In any action or proceeding by either party to enforce this Lease or any provision of this Lease, the prevailing party shall be entitled to recover reasonable attorney fees and all other costs incurred.

b) This Lease shall constitute the entire agreement of the parties and may be modified only by a writing signed by the parties.

c) The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

d) The provisions of this Lease shall apply to and bind the heirs, successors, and permitted assigns of the parties.

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

f) Time is of the essence in the performance of Lessee's obligations under this Lease.

g) Lessee shall be responsible for janitorial service within the Leased Premises.

26. Lessor, in consideration of the said demise, does covenant and agree with Lessee as follows:

a) That title to the property of which the Leased Premises are a part, is held in a land trust of which the Home State Bank of Crystal Lake is a trustee under a Trust Agreement.

b) That David L. Waggoner, the Lessor herein named is the sole beneficiary of the land trust and has the power of direction thereunder, and the right to execute this Lease.

LESSOR:

David L. Waggoner
as beneficiary of a Land Trust with
Home State Bank of Crystal Lake
as Trustee under Trust No. 5200

David L. Waggoner
Four N. Walkup Avenue
Crystal Lake, IL 60014

Dated: Effective July ____, 2023

LESSEE:

Olio E. Vino LLC

Michael Harris, Manager

Diane Harris, Manager

Dated: Effective July ____, 2023

GUARANTEE

Effective this ____ day of July, 2023, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned individual Guarantors hereby jointly and severally guarantee the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors and assigns of all covenants and agreements of the above Lease.

GUARANTORS:

Michael Harris
1915 N. Stanton Court
Arlington Heights, IL 60004

Diane Harris
1915 N. Stanton Court
Arlington Heights, IL 60004

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Simplified Residential Zoning Variation from the required 30-foot setback for a six-foot tall fence in the side yard abutting a street, allowing a five-foot setback

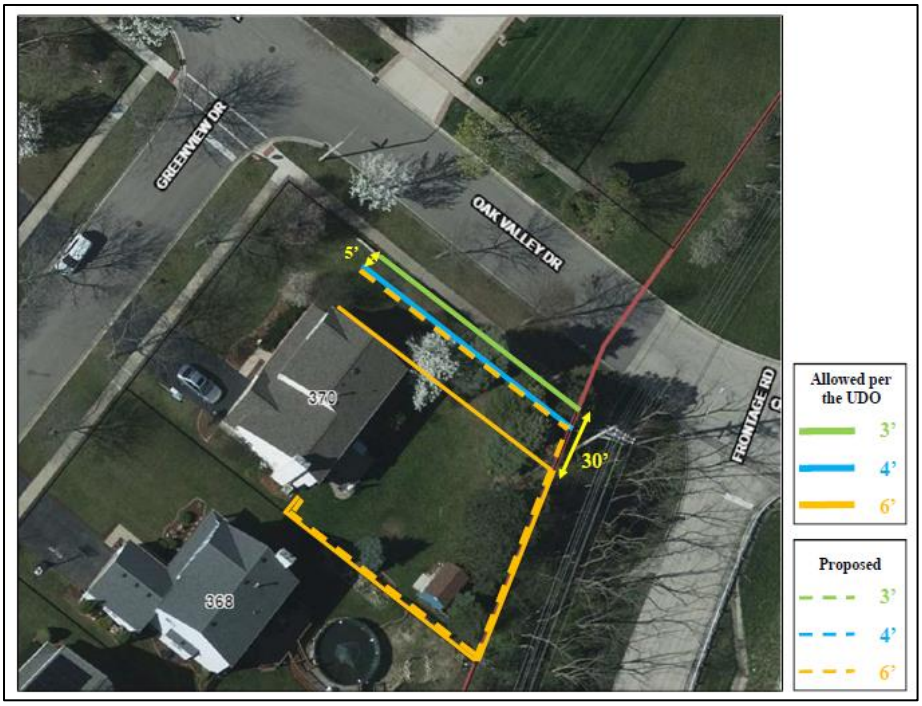
Daniel and Jessica Post, petitioners
370 Greenview Drive

PZC Recommendation: To approve the Planning & Zoning Commission (PZC) recommendations and adopt an Ordinance granting a Variance from the required 30-foot setback for a six-foot tall fence in the side yard abutting a street, allowing a five-foot setback at 370 Greenview Drive

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

Background:

- Request: To construct a six-foot high fence located five feet from the lot line abutting Oak Valley Drive, instead of the minimum 30-foot setback.
- Zoning: The site is zoned R-1 PUD Single-Family Residential 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 petitioners would like to install a six-foot high wood fence setback five feet from the lot line abutting Oak Valley Drive.
- Due to the topography of the lot, the fence will have an appearance of 8'-2" high from the sidewalk.



PZC Highlights:

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

- The petitioner explained the request and the hardship being the location and proximity to Route 31, the associated noise and the topography of the yard. The petitioners stated that with a 4-foot high fence they would still see Route 31. Additionally, the required setback would leave a significant portion of the side yard outside the fence.
- The PZC had no concerns with the petition. The agreed with the petitioners' hardships and that the fence would not affect any sight line views.
- The PZC found the petition met the Findings of Fact.

The Planning and Zoning Commission recommended **approval (7-0)** 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 (Post, dated 08/15/23, received 08/21/23)
   B. Plat of Survey/Site Plan (Post, received 08/21/23)

2. The Petitioners shall receive sign-offs from ComEd, Comcast, Nicor and AT&T prior to permit issuance.

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

Votes Required to Pass: A simple majority

Acknowledgement Form

Regarding the Variation at 370 Greenview Drive. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: _____ Date: 09/22/2023
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Post, dated 08/15/23, received 08/21/23)
   B. Plat of Survey/Site Plan (Post, received 08/21/23)

2. The Petitioners shall receive sign-offs from ComEd, Comcast, Nicor and AT&T prior to permit issuance.

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

PIQ Map
370 Greenview Drive



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING SIMPLIFIED RESIDENTIAL VARIATION FROM THE REQUIRED 30-FOOT SETBACK FOR A SIX-FOOT HIGH FENCE IN THE SIDE YARD ABUTTING A STREET, ALLOWING A FIVE-FOOT SETBACK AT 370 GREENVIEW DRIVE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-178) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested a Variation from the required 30-foot setback for a six-foot tall fence in the side yard abutting a street, allowing a five-foot setback at 370 Greenview Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on September 1, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on September 20, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed variation; and

WHEREAS, on September 20, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variation be approved, as documented in the minutes, and

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

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

Section I: That a Variation from the required 30-foot setback for a six-foot tall fence in the side yard abutting a street, allowing a five-foot setback at 370 Greenview Drive (19-03-182-001), 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 (Post, dated 08/15/23, received 08/21/23)
    B. Plat of Survey/Site Plan (Post, received 08/21/23)

Draft

2. The Petitioners shall receive sign-offs from ComEd, Comcast, Nicor and AT&T prior to permit issuance.

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

Section III: That the City Clerk be and is hereby directed to amend 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 3rd day of October, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: October 3, 2023
Approved: October 3, 2023

Draft

#2023-178
370 Greenview Drive – Simplified Residential Variation
Project Review for Planning and Zoning Commission

Meeting Date: September 20, 2023

Request: Simplified Residential Zoning Variation from the required 30-foot setback for a 6-foot tall fence in the side yard abutting a street, allowing a 5-foot setback.

Location: 370 Greenview Drive

Acreage: Approximately 11,206 square feet

Existing Zoning: R-1 Single-Family Residential

Surrounding Properties:

North:	R-1 Single-Family Residential
South:	R-2 Single Family Residential
East:	R-1 Single-Family Residential
West:	R-1 Single-Family Residential

Staff Contact: Katie Rivard (815.356.3612)

Background:

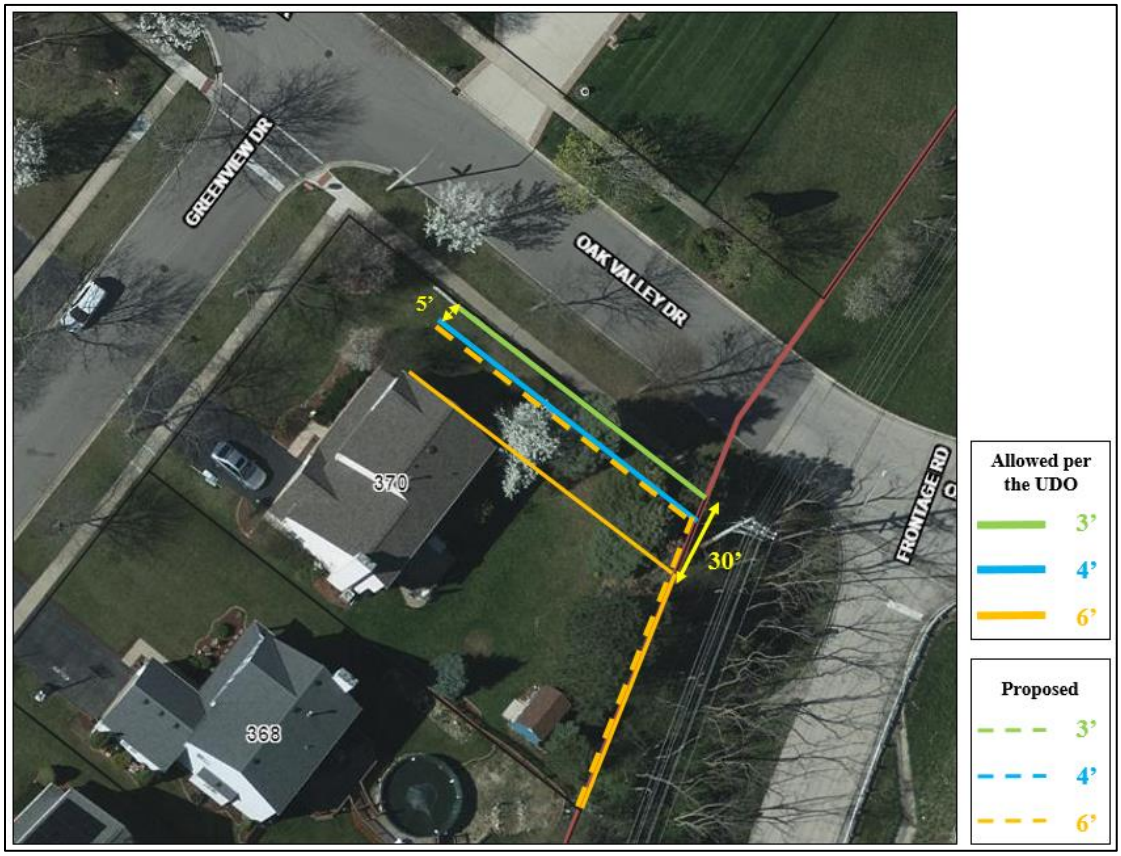
- Existing Use: The subject property is currently improved with a single-family residence.
- The subject property is located at the corner of Greenview Drive and Oak Valley Drive with Route 31 to the east. The UDO standard allows for:
    - Fences in any front yard or yard abutting a street shall not exceed three feet in height.
    - Fences in any yard abutting a street shall not exceed four feet in height, provided it is set back a minimum of five feet from the property line.
    - Fence over four feet in height must meet the building setbacks of 30 feet from the property line.

Development Analysis:

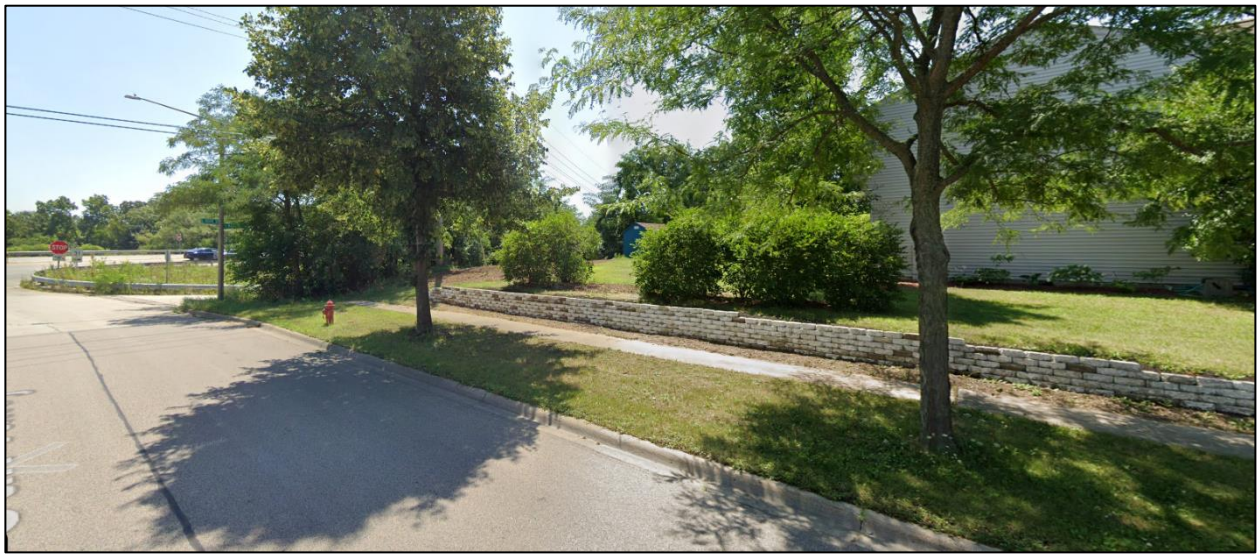
General

- Request: To construct a 6-foot high fence located five feet from the lot line abutting Oak Valley Drive, instead of the minimum 30-foot setback.
- Zoning: The site is zoned R-1 PUD Single-Family Residential 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 petitioners would like to install a 6-foot high wood fence setback five feet from the lot line abutting Oak Valley Drive.
- Due to the topography of the lot, the fence will have an appearance of 8'-2" high from the sidewalk.



Allowed vs. Proposed



Google Street View

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 variations from Article 4 to allow a 6-foot high fence to be located five feet from the lot line abutting Oak Valley Drive, instead of the minimum 30-foot setback.

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 (Post, dated 08/15/23, received 08/21/23)
   B. Plat of Survey/Site Plan (Post, received 08/21/23)

2. The Petitioners shall receive sign-offs from ComEd, Comcast, Nicor and AT&T prior to permit issuance.

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

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: Daniel Post Jessica Post

Address: 370 Greenview Dr.

Crystal Lake, Illinois 60014

Phone:

E-mail:

Project Name & Description: fencing in backyard

Project Address/Location: 370 Greenview Dr., Crystal Lake, IL 60014

Signature

Daniel Post Jessica Post 08/15/2023

Owner: Print and Sign name Date

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

2023-178 – 370 GREENVIEW DRIVE – SIMPLIFIED RESIDENTIAL VARIATION – PUBLIC HEARING
Simplified Residential Zoning Variation from the required 30-foot setback for a 6-foot tall fence in the side yard abutting a street, allowing a 5-foot setback.

Jessica Post, petitioner, and James Martin, were present to represent the petition. Ms. Post explained they would like a 6-foot high privacy fence in their backyard as they back-up to Route 31 and there is a lot of noise. She also stated they have a toddler. Mr. Martin noted the topography of the yard slopes down at the rear. The yard is not at an intersection and no sight lines would be affected. He reiterated there is a lot of noise.

Mr. Greenman asked the petitioner to explain the hardship. Ms. Post stated when they look out their back door they can see straight to Route 31. She also noted the lights from the existing church and, as well as from a police car that sits there frequently. Additionally, it cuts out a large portion of the side yard. Mr. Greenman noted the hardships of having two front yards and the orientation of the home.

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

Ms. Rivard spoke to the variation request and the UDO standards for fences.

Mr. Greenman asked about the style of fence. Ms. Post noted it would be a wooden 6-foot high privacy fence; however, they would consider a shadowbox style. There will be a gate at the rear and they would obtain sign-off from utility companies. There would be no access from the side yard.

Mr. Smith asked what the height of the retaining wall is. Ms. Post responded it is 26 inches high. Mr. Smith noted the topography and difference in height are a unique circumstance, in addition to being adjacent to Route 31 and the traffic. Mr. Smith stated he does not object, but does not want the fence to extend any further than the corner of the house towards Greenview Drive.

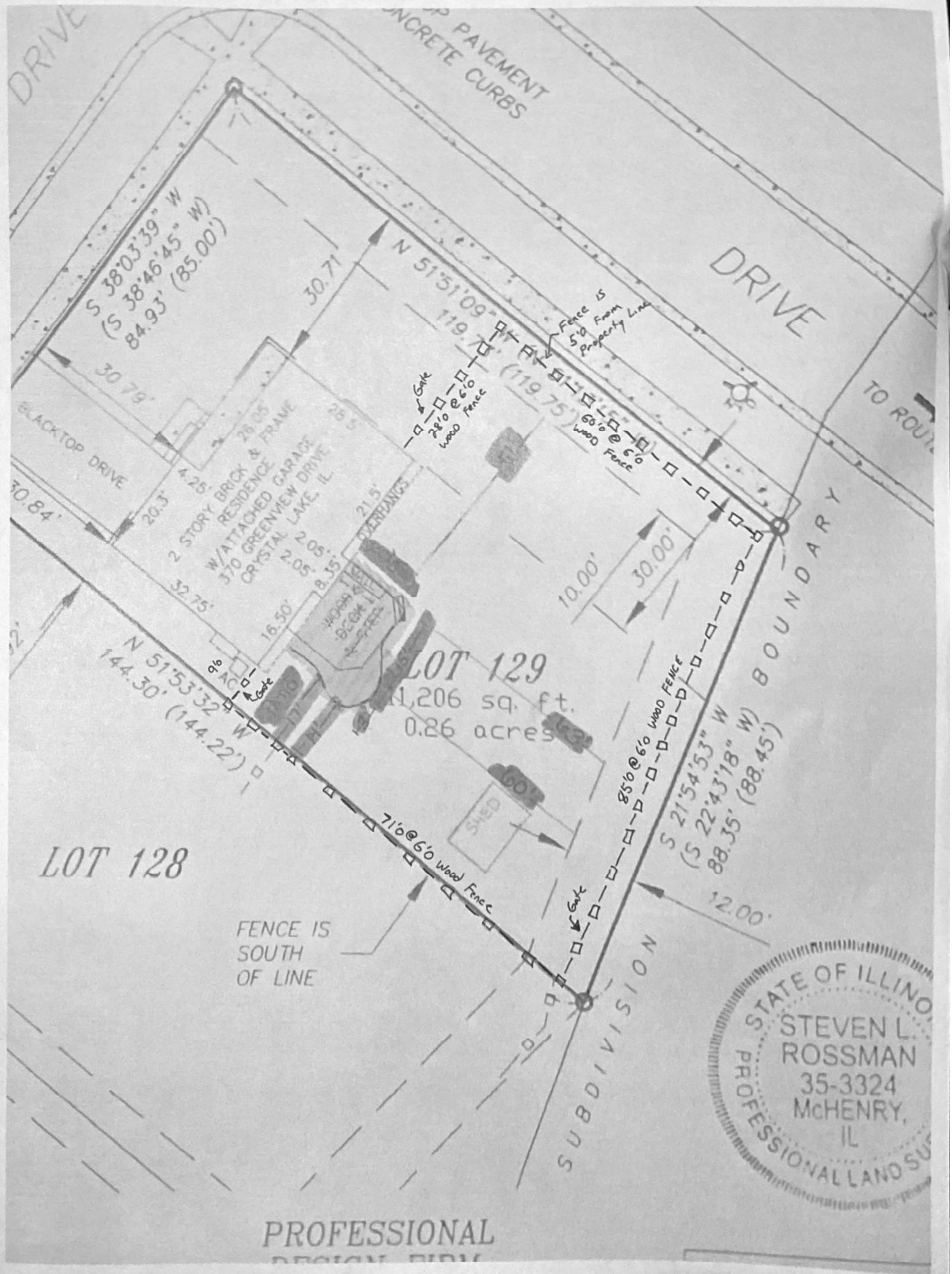
Ms. Repholz, Ms. Mason, Ms. Teetsov and Mr. Skluzacek had no comments.

Mr. Gronow stated he understood the view from the backyard, and due to the location there would not be any sight line issues.

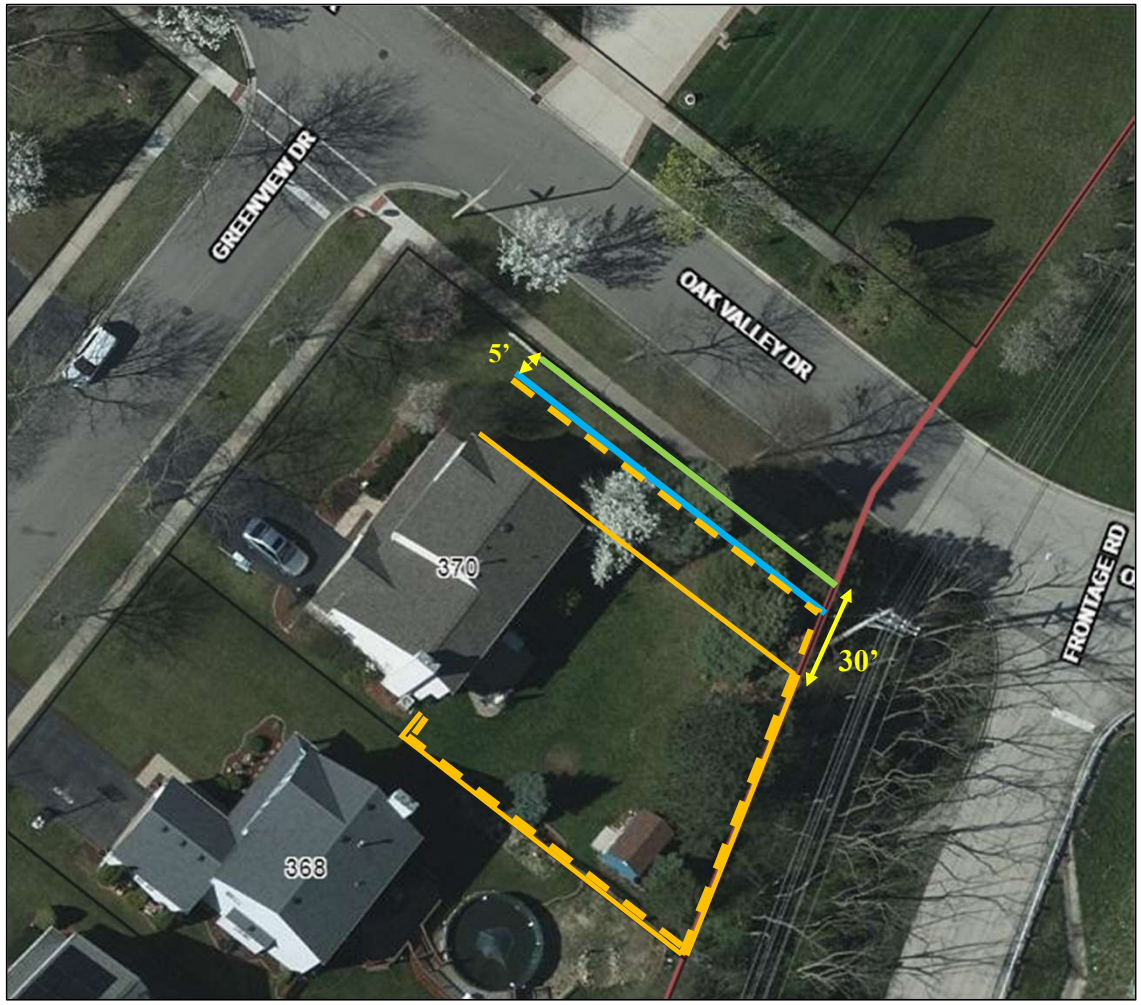
Mr. Greenman stated the request met the Findings of Fact and the hardships have been identified.

Mr. Smith noted the elevation of Route 31 and the house.

Ms. Repholz made a motion to approve 2023-178 the request for the fence variation from the required 30-foot setback for a 6-foot tall fence in the side yard abutting a street, allowing a 5-foot setback. Ms. Teetsov seconded the motion. On roll call, Members Greenman, Gronow, Mason, Repholz, Smith, Skluzacek, and Teetsov voted yes. Motion passed 7-0.


DRIVE
PAVEMENT
CONCRETE CURBS
DRIVE
TO ROUTE
S 38°03'39" W
(S 38°46'45" W)
84.93' (85.00')
30.71
N 51°51'09" W
119.75' (119.75')
Fence is 5'0 From Property Line
Gate
2'8"@6'0 WOOD Fence
60'0"@6'0 WOOD Fence
30.79'
BLACKTOP DRIVE
30.84'
2 STORY BRICK & FRAME RESIDENCE W/ATTACHED GARAGE 370 GREENVIEW DRIVE CRYSTAL LAKE, IL
26.05'
26.5'
4.25'
20.3'
21.5' OVERHANGS
2.05'
2.05'
8.35'
32.75'
16.50'
HIGH VOLT. ELEC. U/G & OVER
10.00'
30.00'
LOT 129
11,206 sq. ft.
0.26 acres
96 AC
Gate
N 51°53'32" W
144.30' (144.22')
PATIO
SHED
60'
8'6"@6'0 WOOD FENCE
S 21°54'53" W
(S 22°43'18" W)
88.35' (88.45')
BOUNDARY
SUBDIVISION
7'0"@6'0 Wood Fence
Gate
12.00'
LOT 128
FENCE IS SOUTH OF LINE
STATE OF ILLINOIS
STEVEN L. ROSSMAN
35-3324
McHENRY, IL
PROFESSIONAL LAND SU
PROFESSIONAL

370 Greenview Drive




Proposed fence
Oak Valley Dr
NO OUTLET
1/8 MILE AHEAD
Petitioners' Photos

30’
setback

Petitioners' Photos



Petitioners' Photos



Petitioners' Photos

The yard is on a slope

Petitioners' Photos

Petitioners' Photos

Petitioners' Photos

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Simplified Residential Zoning Variations to allow a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required 7-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet into the required 20-foot rear yard setback

Sarah Merkatoris, petitioner
99 Maple Street

PZC Recommendation: To deny the request for the setback variations

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

Background:

- Request: To construct a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required 7-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet into the required 20-foot rear yard setback.
- 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 proposed garage is 24'x 30' for a total of 720 square feet with an overall height of 14 feet. Accessory structures greater than 600 feet in area must meet the principal structure setbacks.
- The R-2 zoning district requires a minimum interior side yard setback of 7 feet and a rear yard setback of 20 feet.
- The existing non-conforming garage is 18'x 20' (360 square feet) and setback approximately three feet from both the side and rear lot lines. The proposal is to remove the existing garage and have a five-foot setback in order to continue to utilize the existing shared driveway.

- Additionally, the subject property has a shared driveway which splits leading toward the garages.



Google Street View

PZC Highlights:

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

- The petitioner explained the request to have a three-car garage with space for storage. The proposed location would allow for the petitioner to keep their driveway in its existing location. By keeping the driveway in its existing location, it will have the least amount of impact on the neighbors and minimize the impervious surface coverage. Additionally, it would preserve two trees located between the house and driveway. The petitioner stated the location would have minimal impact on the neighbor as they would not have to make changes to the existing shared driveway.
- The PZC found the petitioner created the hardship and did not support the request. The PZC noted the petitioner has the option to move the proposed 720 square foot garage to meet the required principal structure setbacks or eliminate the variation request by reducing the garage to 600 square feet or less.
- The PZC found the petition did not meet the Findings of Fact.

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 (Merkatoris, dated 06/21/23, received 06/23/23)
    B. Site Plan (Merkatoris, received 06/23/23)
    C. Elevation Plans (Merkatoris, received 06/23/23)

2. The exterior siding material must be complementary to the residential character of the area.

3. The petitioner shall address all of the review comments and requirements of Community Development and Public Works and Engineering Departments.

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

Acknowledgement Form

Regarding the Variation at 99 Maple Street. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: Sarah K. Merkatoris Date: 9/22/23
Signature

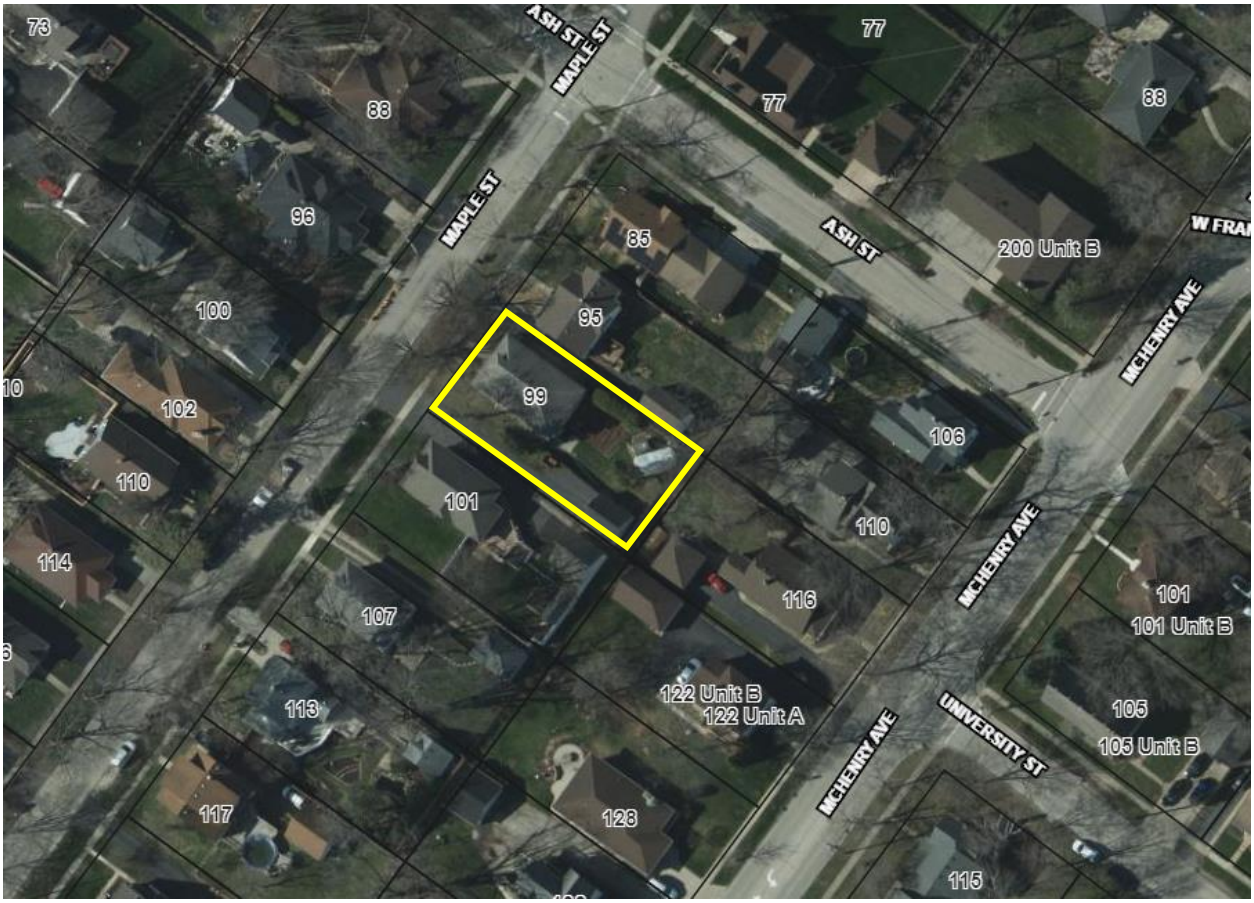
Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Merkatoris, dated 06/21/23, received 06/23/23)
   B. Site Plan (Merkatoris, received 06/23/23)
   C. Elevation Plans (Merkatoris, received 06/23/23)

2. The exterior siding material must be complementary to the residential character of the area.

3. The petitioner shall address all of the review comments and requirements of Community Development and Public Works and Engineering Departments.

PIQ Map
99 Maple Street



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING SIMPLIFIED RESIDENTIAL ZONING VARIATIONS TO ALLOW A DETACHED GARAGE GREATER THAN 600 SQUARE FEET FIVE FEET FROM THE INTERIOR SIDE YARD, AN ENCROACHMENT OF TWO FEET INTO THE REQUIRED SEVEN-FOOT SIDE YARD SETBACK, AND FIVE FEET FROM THE REAR YARD, AN ENCROACHMENT OF 15 FEET INTO THE REQUIRED 20-FOOT REAR YARD SETBACKAT 99 MAPLE STREET

Draft

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-144) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested Variations to allow a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required seven-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet from the required 20-foot rear yard setback at 99 Maple Street; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on August 25, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on September 20, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Variations; and

WHEREAS, on September 20, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variations be denied, as documented in the minutes, and

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

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

Section I: That Variations to allow a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required seven-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet into the required 20-foot rear yard setback at 99 Maple Street (19-05-131-003), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Merkatoris, dated 06/21/23, received 06/23/23)
   B. Site Plan (Merkatoris, received 06/23/23)
   C. Elevation Plans (Merkatoris, received 06/23/23)

2. The exterior siding material must be complementary to the residential character of the area.

3. The petitioner shall address all of the review comments and requirements of Community Development 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 Variations in accordance with the provisions of this Ordinance, as provided by law.

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

DATED at Crystal Lake, Illinois, this 3rd day of October, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: October 3, 2023
Approved: October 3, 2023

Draft

#2023-144
99 Maple Street – Variation
Project Review for Planning and Zoning Commission

Meeting Date: September 20, 2023

Request: Simplified Residential Zoning Variations to allow a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required 7-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet from the required 20-foot rear yard setback.

Location: 99 Maple Street

Acreage: 8,712 square feet

Existing Zoning: R-2 Single Family

Surrounding Properties:
North: R-2 Single Family Residential
South: R-2 Single Family Residential & R-3A Two-Family Residential
East: R-2 Single Family Residential & R-3A Two-Family Residential
West: R-2 Single Family Residential

Staff Contact: Katie Rivard (815.356.3612)

Background:

- Existing Use: The subject property is currently improved with a single-family residence and detached garage.

Development Analysis:

General:

- 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.

Request Overview:

- The petitioners are requesting to construct a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required 7-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet from the required 20-foot rear yard setback.

- The proposed garage is 24'x30' for a total of 720 square feet. Accessory structures greater than 600 feet in area must meet the principal structure setbacks.
- The R-2 zoning district requires a minimum interior side yard setback of 7 feet and a rear yard setback of 20 feet.
- The proposed garage has an overall height of 14 feet.
- The existing garage is 18'x20' (360 square feet) and setback approximately three feet from both the side and rear lot lines.
- Additionally, the subject property has a shared driveway which splits leading toward the garages.

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 petitioners are requesting a variation from Article 4-600 to allow a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required 7-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet from the required 20-foot rear yard setback.

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 (Merkatoris, dated 06/21/23, received 06/23/23)
   B. Site Plan (Merkatoris, received 06/23/23)
   C. Elevation Plans (Merkatoris, received 06/23/23)

2. The exterior siding material must be complementary to the residential character of the area.

3. The petitioner shall address all of the review comments and requirements of Community Development and Public Works and Engineering Departments.

RECEIVED
JUN 23 2023
By

Application for Simplified Residential Variation

Application Number: _____ FOR OFFICE USE ONLY
Project Name: _____
Date of Submission: _____

I. Applicant

Sarah L Merkatoris
Name

99 Maple Street
Street

Crystal Lake	IL	60014
City	State	Zip Code

	N/A	
Telephone Number	Fax Number	E-mail address

II. Owner of Property (if different)

Name

Address Telephone Number

III. Project Data

1. a. Location/Address: 99 Maple Street

   b. PIN #: 19-05-131-003

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:

This property is located on a quiet, tree-lined street near downtown Crystal Lake. The property shares a driveway with the neighboring lot. The shared driveway entrance is located between two homes, then splits leading to two separate detached garages near the rear of the lots. There are also two mature trees located between the shared driveway and the home on this property.

IS THE HARDSHIP SELF-CREATED?

No. The shared driveway and mature trees are preexisting conditions. There are no feasible alternatives for constructing the garage with the applicable setback requirements of 11 feet and 20 feet without removing two mature trees and adding another lane of pavement to the driveway.

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

Yes. Other properties in the same zoning classification with a shared driveway and mature trees inhibiting the property owner's ability to comply with the setback requirements may be applicable.

WILL THE VARIATION ALTER THE ESSENTIAL CHARACTER OF THE LOCALITY?

No. If anything, the variation will allow the character of the locality to be preserved by leaving the existing shared driveway intact as designed. Further, the character of the locality is preserved through the maintaince of the existing mature trees and grass lawn on the property, as opposed to replacing the existing vegetation with an expanded blacktop driveway to comply with setbacks.

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

No. If granted, the variation will have no impact on the public welfare or other properties. The variance would permit the existing garage to be torn down and rebuilt with the same setbacks as the current structure, 5 feet on each side, allowing the shared driveway to remain largely intact.

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. As proposed, the variance will not impact the surrounding properties or community. Further, the variance does not create an increased risk of fire or danger to public safety.

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

IV. Signatures

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

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

Sarah L. Mercatoris Sarah L. Mercatoris 6/21/23

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, SEPTEMBER 20, 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.

Katie Rivard, Assistant City Planner, was present from Staff.

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

APPROVE MINUTES OF THE SEPTEMBER 6, 2023 PLANNING AND ZONING COMMISSION MEETING
Mr. Skluzacek moved to approve the minutes from the September 6, 2023 regular Planning and Zoning Commission meeting. Mr. Gronow seconded the motion. On voice vote, all members voted aye. Motion passed.

2023-144 – 99 MAPLE STREET – SIMPLIFIED RESIDENTIAL VARIATIONS – PUBLIC HEARING
Simplified Residential Zoning Variations to allow a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required seven-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet from the required 20-foot rear yard setback.

Sarah Merkatoris, property owner, and Dan Goles, contractor, were present to represent the petition. Mr. Goles stated they would like to build a newer, larger garage. He stated that the required principal structure setbacks affect the shared driveway and existing maple tree. They are also replacing the siding on the house; therefore, the exterior of the proposed garage will match.

Mr. Greenman opened the public hearing.

Michael Mastroianni, 116 McHenry Avenue, stated he is the property owner behind the subject property. He asked about the width of the current garage as it relates to the current driveway. Mr. Goles responded it is 20 feet and will extend an additional 10 feet. Mr. Mastroianni stated he is concerned with it going wider since it will block his view in his backyard.

Mr. Goles responded it is really not that big of an addition. He explained the difference in size from the existing garage to the proposed garage.

There was no one else who wished to speak. Mr. Greenman closed the public hearing and turned it over to staff.

Ms. Rivard spoke to the variation request and the UDO standards for accessory structures.

Mr. Greenman clarified the question of the neighbor.

Mr. Gronow asked for clarification on the garage width and asked about the setbacks of the existing garage. Mr. Goles said they are moving it in and away from the side and rear lot lines by approximately one foot. Mr. Gronow asked about the existing fence. Mr. Goles stated the fence has to be re-routed to the corner of the house and straight back. Ms. Merkatoris stated the garage and fence will be replaced at the same time.

Mr. Skluzacek asked about the location of the tree. Mr. Goles noted it is between the house and driveway. Mr. Gronow noted there are actually two trees there.

Ms. Teetsov asked about the work on the driveway. Mr. Goles stated it will be asphalt. Ms. Teetsov asked if it would be a three-car garage. Mr. Goles responded yes. Ms. Teetsov stated her fence questions had been answered and there were no further questions.

Ms. Mason had no questions at this time.

Mr. Smith questioned the hardship for the size, but noted he has no concerns with the setback. He stated he is concerned with the square footage of a garage that size on an 8,700 square foot lot. Mr. Smith asked the petitioner to explain their hardship. Mr. Goles responded the hardship is that a 20-foot depth would actually have inside measurements of approximately 19 feet. Ms. Merkatoris has a pick-up truck that sits outside and you would need a 24-foot deep garage to fit the truck. The inside measurements are one foot less than the outside measurement. Mr. Smith noted they could do a 24-foot deep and 25-foot wide garage and still be under 600 square feet. Mr. Goles stated the problem with that is the garage would not be three-car. Mr. Smith stated from their perspective, they have to find the hardship other than the want. Mr. Goles stated they could put the garage where it meets the setbacks, but it affects the existing shared driveway, and would require the removal of two trees and more impervious surface coverage. It also has a greater impact on the neighbor. Mr. Smith noted he has no issues with location, but his concern is the size. He stated he does not see a need for square footage. Mr. Goles reiterated they are trying to keep the location of driveway and trees. They can comply with setback requirements, but it has a much greater impact. Mr. Smith stated he understands. Ms. Merkatoris clarified their concerns was the size of the garage and not the setbacks. She noted she would have to put it in the middle of the backyard to meet the UDO requirements. Mr. Smith stated he would grant the setback request, but not size.

Mr. Gronow clarified there would be two options that do not require a variation, one being a 720-square foot garage that meets the setbacks, or a garage that is 600 square feet or less in the proposed location.

Mr. Smith noted that regardless of PZC's recommendation, City Council does not have to follow our recommendation. Mr. Goles reiterated their hardship explanation relative to the driveway and tree. Mr. Greenman clarified the PZC understands, but there appears to be a misunderstanding of hardship.

Variations look for findings of fact and the hardship cannot be created by the petitioner. Mr. Greenman stated Ms. Merkatoris is driving the variations for the setbacks based on the desired size. He stated there is nothing wrong with that, but that is why you are going through this process. He noted PZC only makes a recommendation to City Council. The PZC looks at hardships based on circumstances such as the topography, size of the lot, and/or unique situations. Mr. Greenman noted the PZC's purview is fairly narrow. Mr. Smith stated he is not objecting to the project, but the intent of the UDO may be to prevent putting a 720 square foot garage on the 8,700 square foot lot. Mr. Smith stated that in this case, the UDO does not give leeway for me to make a positive recommendation.

Ms. Repholz stated she is familiar with the parcel and lot. She asked for clarification on the width of the driveway. Mr. Goles explained they would be adding to the driveway to accommodate the additional width. Ms. Repholz stated in terms of a hardship it could be a hardship on the petitioner's side to have to adjust the driveway, but in her experience in real estate, anyone that has a shared driveway would be delighted to no longer have a shared driveway. It impacts the value of both houses. Ms. Repholz noted from her perspective that moving the driveway is a hardship and disadvantage for the neighbor. Ms. Merkatoris stated the disadvantage to the neighbor would be that their driveway is torn up in the process; whereas, the driveway would be unaffected if they could place the garage if as proposed.

Mr. Greenman stated everyone understands what you are trying to accomplish. Mr. Goles further explained that if they had to move the driveway, the neighbor would have to incur the cost to install a new approach as well as the petitioner. Curbs may also be required. These are issues we are trying to avoid. Ms. Repholz stated we would not be going down this road if the structure was 600 square feet. Ms. Merkatoris stated they do not want to cause a hardship to the neighbor or have any of the neighbors feel uncomfortable. She stated they believe this variance is less cumbersome to the neighbor. Mr. Smith agrees a 720 square foot garage would be better at the proposed setbacks than in the middle of the yard, but our consideration is not necessarily that.

Mr. Greenman mentioned the option to split the motion into two motions. Mr. Smith noted this is opportunity for a straw poll. Discussion on the motion ensued. Mr. Greenman took a poll in regards to the size. Mr. Skluzacek voted yes. Mr. Gronow voted no and stated he thinks Mr. Smith makes a good point about the square footage. He is ok with the setbacks. Ms. Repholz stated she does not want to separate the vote. Mr. Greenman stated no on the size.

Mr. Smith made a motion to recommend denial 2023-144 the request for variations to allow a detached garage greater than 600 square feet five feet from the interior side yard, an encroachment of two feet into the required seven-foot side yard setback, and five feet from the rear yard, an encroachment of 15 feet from the required 20-foot rear yard setback. Ms. Repholz seconded the motion. On roll call, Members Greenman, Gronow, Mason, Repholz, Smith and Teetsov voted yes. Member Skluzacek voted no. Motion passed 6-1.

Mr. Greenman explained the motion and recommendation. He noted regardless of their recommendation the request will go before City Council. City Council has a different purview than PZC. Ms. Merkatoris clarified she could build the proposed 720 square foot garage if she met the setbacks. Mr. Greenman responded yes, or go before City Council and make a decision after they make a decision.

HORIZON SURVEY, LLC
P.O. BOX 438607
Chicago, Il 60643
Office: 312-972-7185
horizonsurveychicago@gmail.com

PLAT OF SURVEY

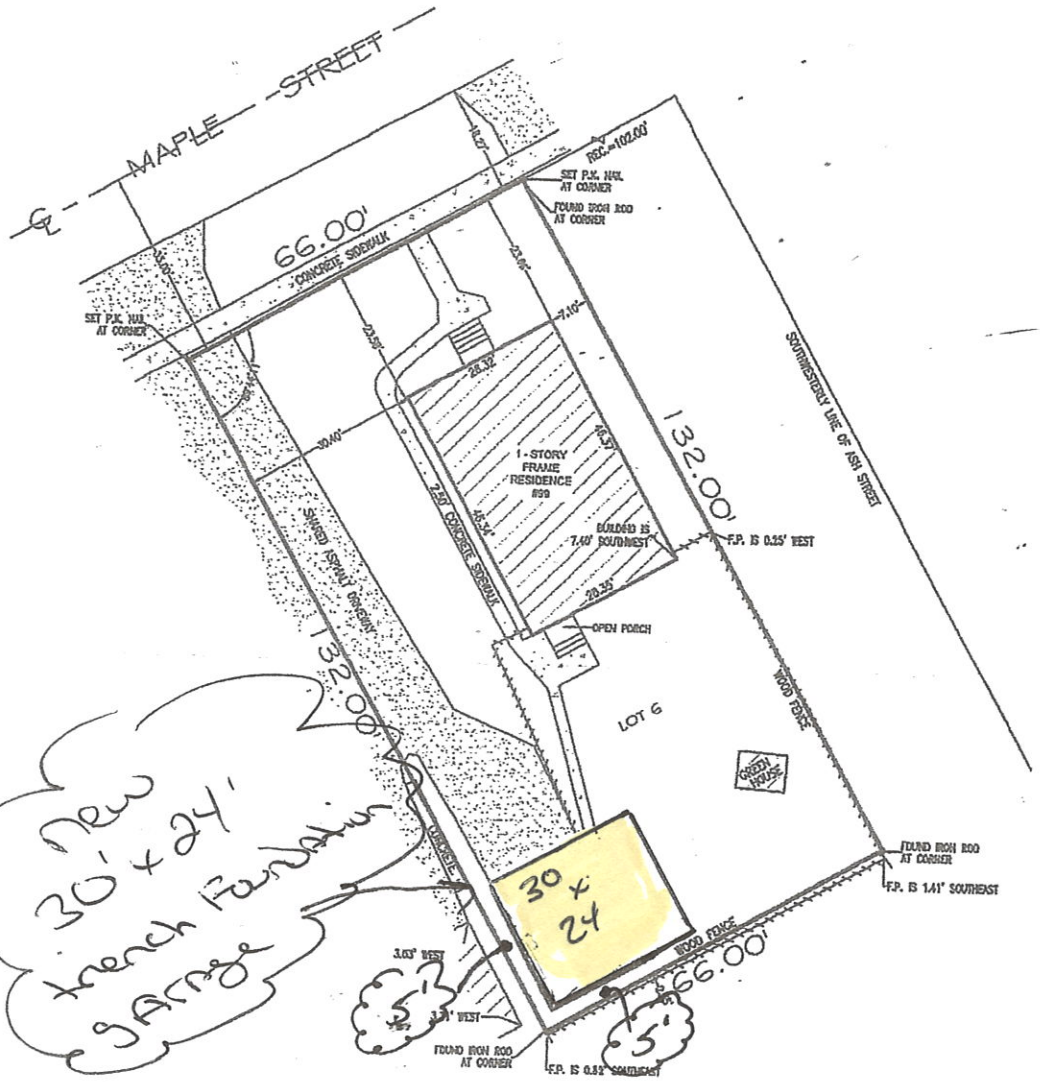
PLAT OF SURVEYS
ATLA/NSPS
CONDOMINIUMS
LAND DEVELOPMENT

LOT NUMBER SIX (6) IN BLOCK NUMBER FIVE (5) IN POMEROY'S ADDITION TO THE VILLAGE (NOW CITY) OF CRYSTAL LAKE, AS SHOWN ON THE PLAT OF SAID ADDITION RECORDED IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS, IN BOOK 55 OF DEEDS, AT PAGE 612, AND IN BOOK 2 OF PLATS, AT PAGE 26, SAID LOT BEING LOCATED IN AND BEING A PART OF THE NORTHWEST ¼ OF SECTION NUMBER FIVE (5), IN TOWNSHIP NUMBER FORTY-THREE (43) NORTH, OF RANGE NUMBER EIGHT (8), EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SITUATE, LYING AND BEING IN THE CITY OF CRYSTAL LAKE, IN McHENRY COUNTY, ILLINOIS.

PROPERTY ADDRESS: 99 MAPLE ST, CRYSTAL LAKE, ILLINOIS.

NORTH

SCALE: 1"= 20'



LAND DEVELOPMENT CONSULTANTS
CIVIL, MINING, ENVIRONMENTAL, FORENSIC
AND UTILITY ENGINEERING, LAND SURVEYING
REAL ESTATE AND CORPORATION AGENTS

COMPARE ALL POINTS BEFORE BUILDING, NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE.
CRITICAL FIELD MONUMENTATION SHOULD BE ESTABLISHED PRIOR TO THE COMMENCEMENT OF ANY AND ALL CONSTRUCTION.
PLEASE REFER TO DEED, TITLE POLICY AND/OR LOCAL ORDINANCES FOR BUILDING LINE RESTRICTIONS AND/OR EASEMENTS NOT SHOWN HEREON.
PLEASE CHECK LEGAL DESCRIPTION WITH DEED AND IMMEDIATELY REPORT ANY DISCREPANCY TO THE SURVEYOR FOR EXPLANATION AND/OR CORRECTION.
ALL DIMENSIONS AND MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND ARE CORRECTED TO A TEMPERATURE OF 62 DEGREES FAHRENHEIT.

JOB #: 99MAPLEST

DATE OF COMPLETION IN THE FIELD: NOVEMBER 28, 2022

PREPARED FOR: SARAH MERKATORIS

P.I.N # 19-05-131-003-0000 McHENRY COUNTY, ILLINOIS

COMMONLY KNOWN AS: 99 MAPLE ST., CRYSTAL LAKE, ILLINOIS

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

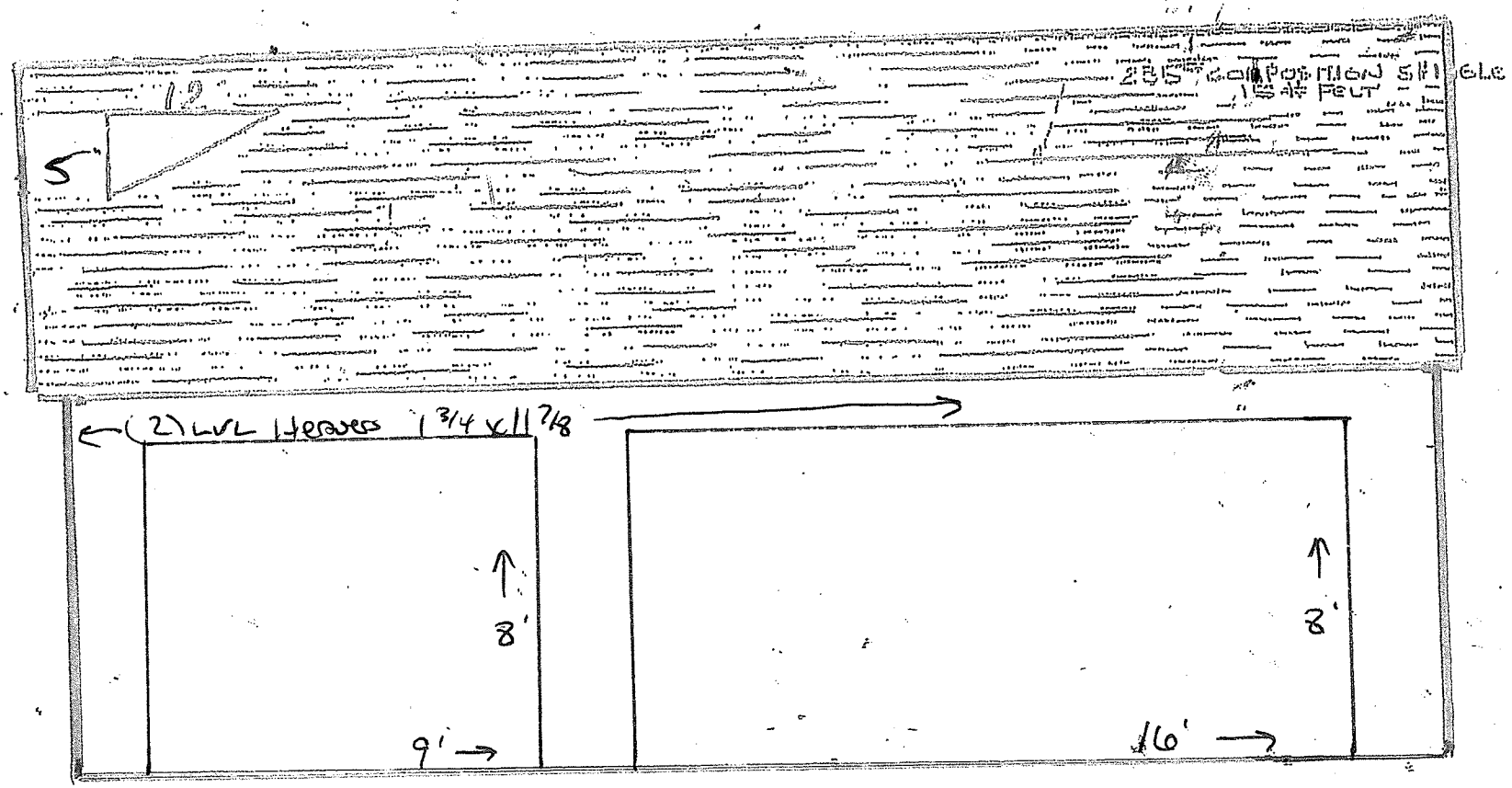
1"=20'
SCALE

This is to certify that HORIZON SURVEY, LLC., by it's managing agent George E. Stourton, P.L.S., Professional Land Surveyor #2058, whose licensure expires November 30, 2022, hereby certifies that the property described on this plat has been surveyed and that the results of the survey are shown on this plat. Dimensions are in U.S. Standard Feet and Decimals thereof, and/or bearings based as assumed north. This Professional Service conforms to the current Illinois minimum standards for a boundary survey.

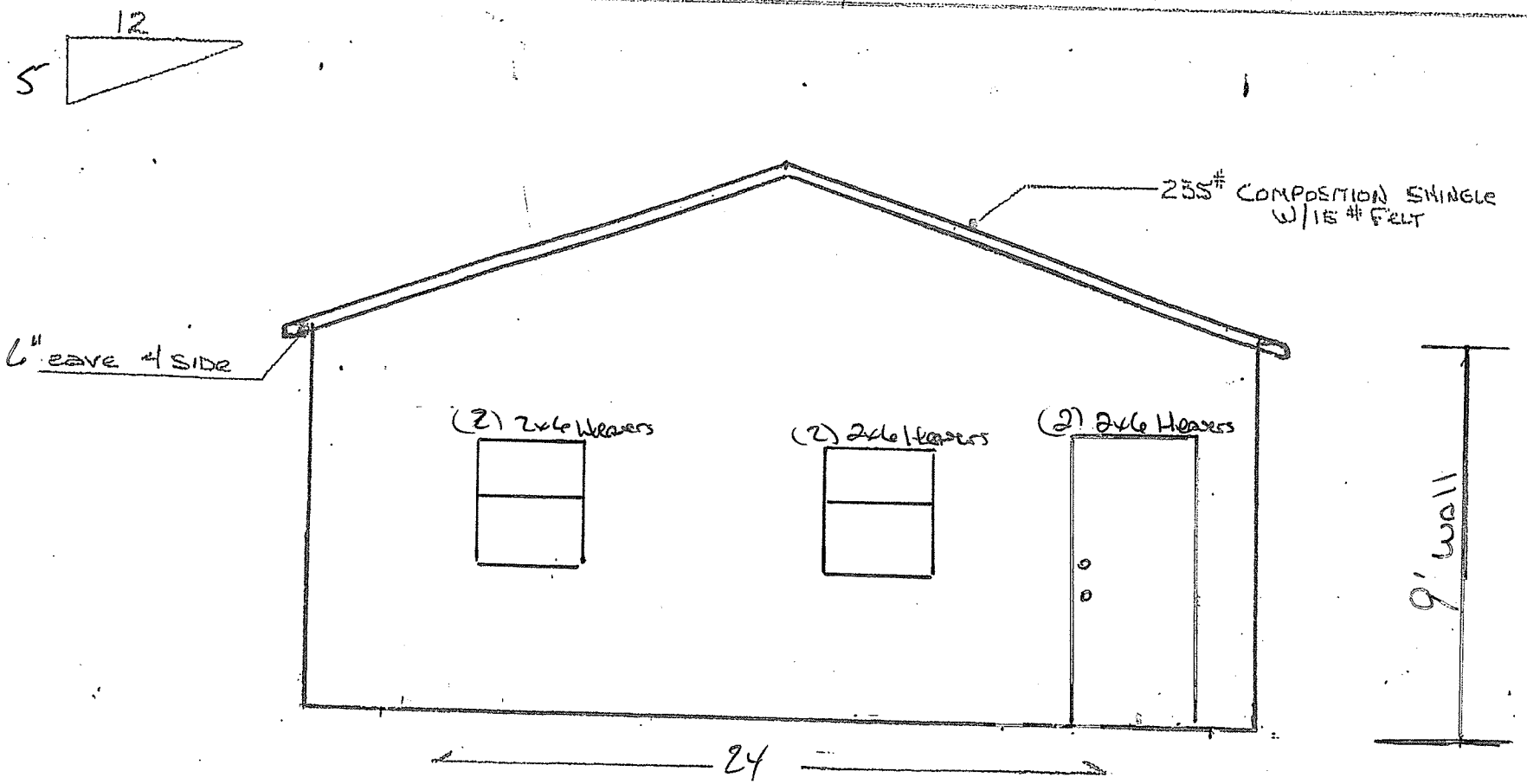
DATED THIS 29TH DAY OF NOVEMBER, 2022

PROFESSIONAL LAND SURVEYOR
GEORGE E. STOURTON
035-002058
STATE OF ILLINOIS

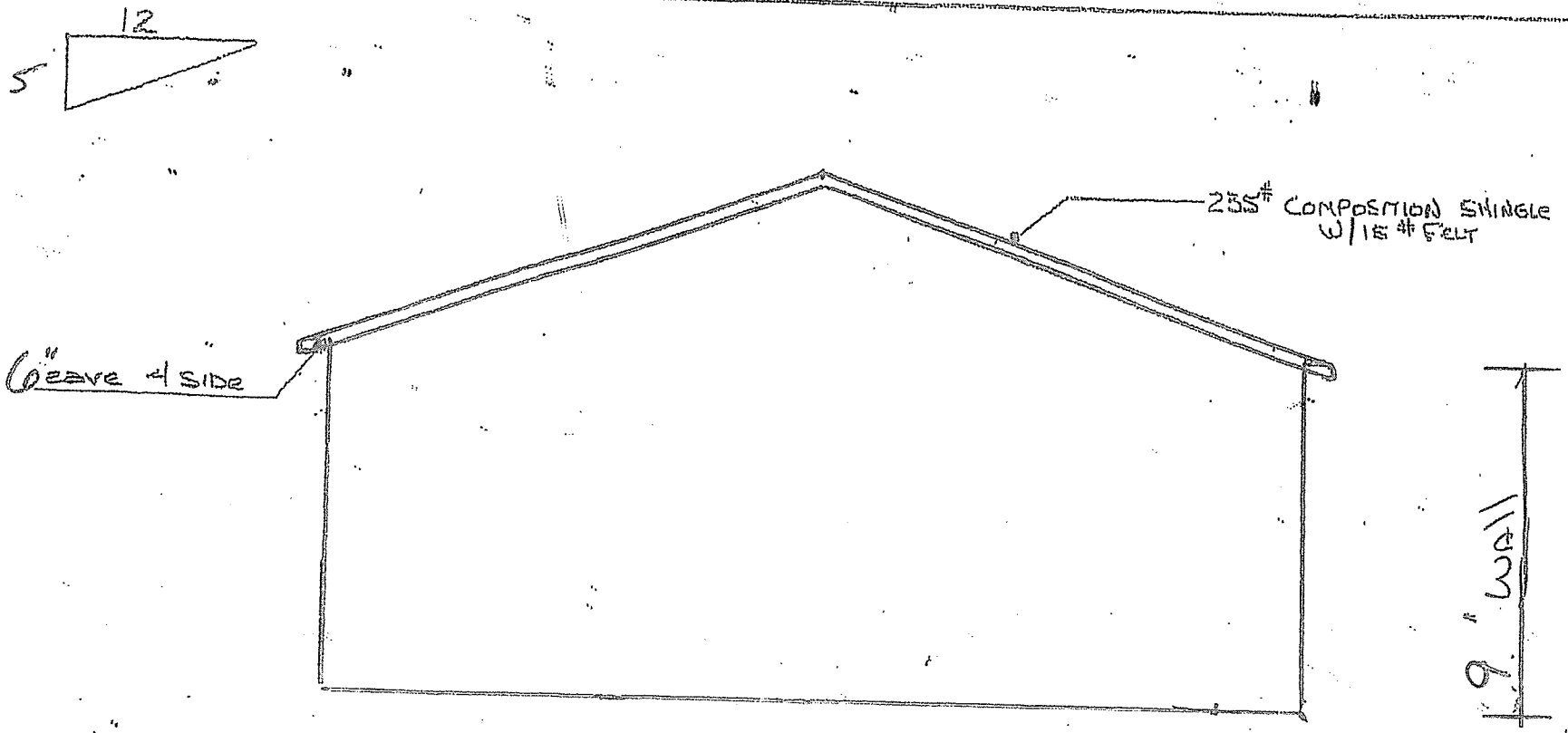
GEORGE E. STOURTON PLS No. 2058
LICENSE EXPIRATION DATE: NOVEMBER 30, 2022



Elevations - Front



Job Address		
SCALE: 1/4" = 1'	APPROVED BY:	DRAWN BY:
DATE: -		REVISED
For:		
ELEVATION Road side		DRAWING NUMBER



JOB ADDRESS

SCALE: 1/4" = 1'

DATE: -

APPROVED BY:

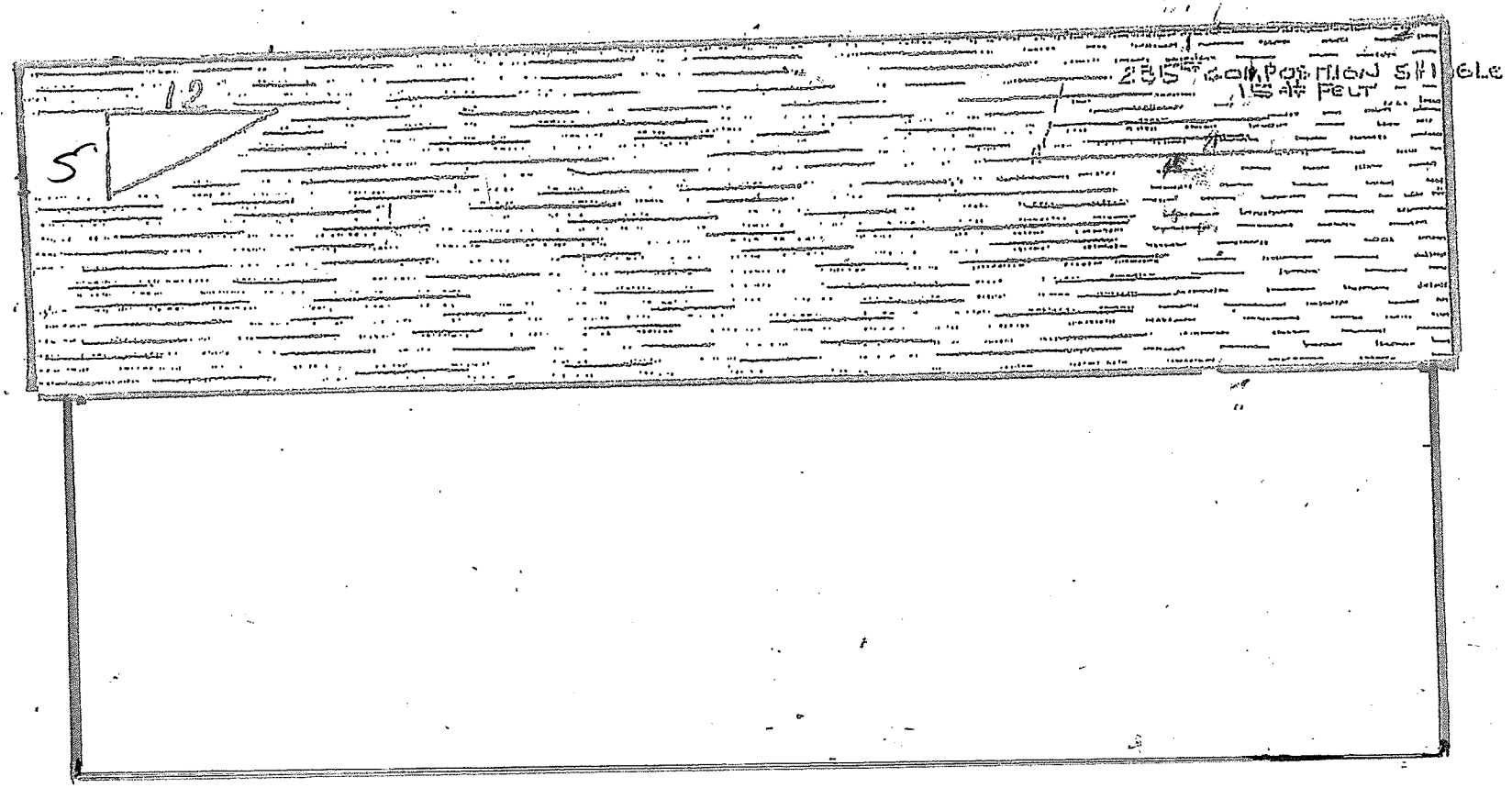
DRAWN BY:

REVISED

FOR:

ELEVATION SIDE

DRAWING NUMBER



JOB ADDRESS

REVISED

SHEET

ELEVATIONS: REAR

DRAWING NUMBER

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Sign Variation to allow a freestanding sign exceeding the maximum height and square footage to allow a sign 8.9 feet high and 89.70 square feet

Petitioner: Michael Valentino, petitioner
850 S. Route 31

Recommendation: City Council Discretion:
A. Motion to approve an Ordinance with the recommended conditions for the variation as requested
B. Motion to deny the variation request

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

Background:

- Rita Corporation is currently located at 850 South Route 31. They have an existing free-standing sign.
- The sign has been existing. Under a previous ordinance, signs along Route 31 were permitted to be much larger.
- The existing sign is considered legal non-conforming. The petitioner is requesting a new more modern sign. The removal requires that the sign come into compliance with current ordinances.
- The sign will be a more modern design with a dark background and lighter lettering. The sign will sit on a stone base.

Analysis:

- The UDO allows free-standing signs based on the use of the property. Manufacturing uses are permitted free-standing signs at 6 feet in height and 32 square feet.
- The sign proposed is 8.9 feet high. The sign is 89.70 square feet.
- Due to the frontage, the speed of Route 31 and the setback of the sign off the roadway, the petitioner is requesting a variation to allow the larger sign.

The City Council can grant a variation from the requirements of the Ordinance to overcome an exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent the display of a sign as intended by the Ordinance and where the following standards are met:

A. The proposed variation will not serve merely as a convenience, but alleviate some demonstrable and unusual hardship.

B. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The proposed variation will not by itself, or with other signs, contribute to the creation of a visual distraction which may lead to personal injury or a substantial reduction in the value of the property.

C. The proposed variation is in harmony with the intent, purpose and objectives of the Ordinance.

Per the Unified Development Ordinance procedures, Sign Variations are only processed by the City Council and not reviewed by the Planning and Zoning Commission first.

If a recommendation of approval is made, the following conditions are suggested:

1. Approved plans, as approved by the City Council:
   A. Application (Rita Corp, received 09/19/23)
   B. Sign Plans (iC Signs, dated 08/02/23, received 09/21/23)

2. Petitioner shall plant the required landscape of 1 square foot of landscape for each square foot of signage around the base of the sign. The landscape shall include trees, shrubs, grasses and flowers. At least 50% of the required area needs to be shrubs and trees. No more than 10% of the area may be mulch.

3. Any single luminaire used for lighting of a ground-mounted sign shall comply with the UDO exterior lighting standards.

Votes Required to Pass: Simple majority vote

PIQ Map
850 S. Route 31



Ord. No. 7803
File No. 368

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIGN VARIATION FOR RITA CORPORATION AT 850 S. ROUTE 31

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-195) before the City of Crystal Lake, the Petitioner has requested a sign variation to allow a freestanding sign at 8.9 feet high and 89.70 square feet for Rita Corporation at 850 S. Route 31; and

WHEREAS, a hearing of the request was held before the City of Crystal Lake City Council on October 3, 2023 in the manner and in the form as prescribed by Ordinance and Statute; and

WHEREAS, as a result of said hearing, the City Council made a motion to approve the sign variation as requested; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the sign variation be granted as requested,

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

Section I: That a sign variation be granted to allow a sign to exceed the maximum size permitted for manufacturing signs to allow the freestanding sign at 8.9 feet high and 89.70 square feet for Rita Corporation at 850 S. Route 31 (19-10-326-012), Crystal Lake, Illinois is hereby approved.

Section II: Said sign variation is approved with the following conditions:

1. Approved plans, as approved by the City Council:
   A. Application (Rita Corp, received 09/19/23)
   B. Sign Plans (iC Signs, dated 08/02/23, received 09/21/23)

2. Petitioner shall plant the required landscape of 1 square foot of landscape for each square foot of signage around the base of the sign. The landscape shall include trees, shrubs, grasses and flowers. At least 50% of the required area needs to be shrubs and trees. No more than 10% of the area may be mulch.

Draft

3. Any single luminaire used for lighting of a ground-mounted sign shall comply with the UDO exterior lighting standards.

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

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

DATED at Crystal Lake, Illinois, this 3rd day of October, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: October 3, 2023
Approved: October 3, 2023

Draft

City of Crystal Lake
Sign Variation Application

IMPORTANT: Please submit a completed application along with sign details and a $100 application fee to the Planning and Economic Development Department. The application must be submitted by Friday, two weeks prior to the intended Council meeting. City Council meetings are held the first and third Tuesdays of each month.

Property Address: 850 South Route 31 Crystal Lake, IL 60014

Petitioner Information	***Sign Owner Information (if different)***
Name: Michael Valentino	Name: Rita Corporation
Address: 850 South Route 31	Address: 850 South Route 31
Crystal Lake, IL 60014	`Crystal Lake, IL 60014
Telephone: 815-307-1000	Telephone: 815-337-2500
Email: mvalentino@ritacorp.com	Email: jpalka@ritacorp.com

Sign Details

Type of Sign: ☐ Wall ☑ Free Standing ☐ Other: _____

Illumination Type: ☑ Non-illuminated ☐ Internally Illuminated ☐ Externally Illuminated

Prior to requesting a variation, please make all reasonable efforts such as utilizing color, lettering legibility, contrast, illumination or graphic composition to increase the reading effectiveness of the proposed sign within the requirements of the Ordinance.

Variation Requested: Rita Corporation is requesting that we keep the same size sign and lighting that has been present for over 20 years at 850 South Route 31.

There is no variation to the current standing sign beyond improving its structured base, aesthetics and modernizing the sign.

We are requesting that the sign not be reduced in size due to various reasons, as answered in the following questions.

Variations can only be approved to overcome an exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent the display of a sign as intended by the Ordinance. Please indicate how the following standards are met:

1. Unique Hardship: Explain how the proposed variation will not serve merely as a convenience, but alleviate some demonstrable and unusual hardship Response on additional page

2. Not harm public welfare: The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The proposed variation will not be itself, or with other signs, contribute to the creation of visual distraction which may lead to personal injury or a substantial reduction in the value of property No it would not, as this signage size would remain the same size as it has for 20 plus years. Also the lighting would remain the same as it has for 20+ years.

There is no variation of the current standing signage. The only a variation is based upon the current updated ordinance for new signage.

If anything this is a long over due improvement that will improve aesthetics to the public and the Crystal Lake community.

3. Consistent with Intent: The proposed variation is in harmony with the intent, purpose, and objectives of the Ordinance Yes, the size and lighting of the current sign at 850 South Route 31 is not changing. This is a redesign based upon new corporate branding and logo. Along with improving the structure and visual appearance to the current signage.

Signatures

9/13/23

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.

9/13/23

Property Owner: Print and Sign name Date:

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

RITA
CORP

1. Unique Hardship: Explain how the proposed variation will not serve merely as a convenience, but alleviate some demonstrable and unusual hardship

Rita Corporation has had the same size sign on Route 31 for 20 years now. The new hospital across the street has (3) 40 ft massive monument signs, that are now shadowing our business signage as is. Shrinking the sign even more will only make this situation worse. We are not looking to increase our size, merely keep it the same. Reducing the size of the sign will also shrink visibility from Route 31 and potentially cause an adverse effect on our overall business health. Furthermore, Rita Corporation is a distribution business the relies heavily on timely deliveries via its large network of transportation providers. Reducing the size of the sign can impair the trucker's ability to locate the facility on a major state highway. The intersection of Route 31 and Three oaks road is already an extremely congested intersection, and reducing the size and visibility of the sign could further exacerbate the congestion and safety of the intersection.

MIKE VALENTINO
Operations Manager

850 South IL Route 31
Crystal Lake, Illinois 60014
Main +815-337-2500 ext. 743

mvalentino@ritacorp.com
www.ritacorp.com
+815-307-1000

Client Signature Approval _____ Client Print Name _____ Date _____

☐ **Artwork is APPROVED Proceed with order**

☐ **Make Changes & send NEW Proof**

☐ **Make Changes & Proceed with order**





Monument Sign
Option 3 v4

Overall Size:
190 x 68 inches

Sign Face:
89.70 square feet

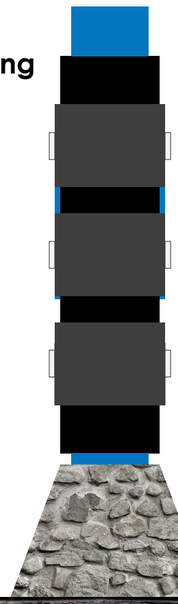
Ground Lit with Existing LED Fixtures

Side Facing Street
Address # in Reflective White Vinyl

Decorative Stone Faux EPS Architectual Foam

Sign Mounted Over Existing 8 in diameter Steel Pole

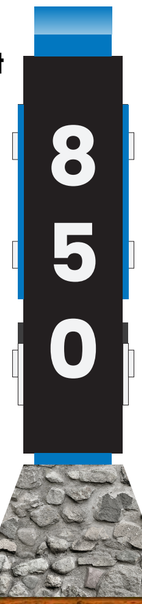
Side View Facing Building



Top View



Side View Facing Street





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

417 Sheridan Rd.
Highwood, IL 60040
708.669.7177
icSignsAndGraphics.com

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

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

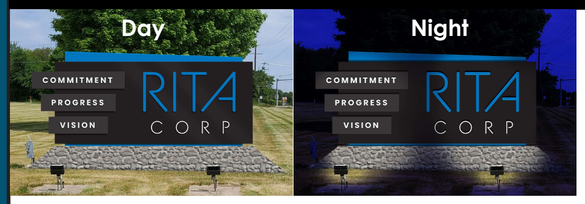
JOB NAME: Rita Corp		CONTACT: Mike Valentino
LOCATION: Crystal Lake, IL		
DATE: 8-2-2023	MANUFACTURER: IC Signs & Graphics Inc.	SALES PERSON: CLH
DESIGN BY: CMT	UL Underwriters Laboratories	DRAWING #: Option 3 v4

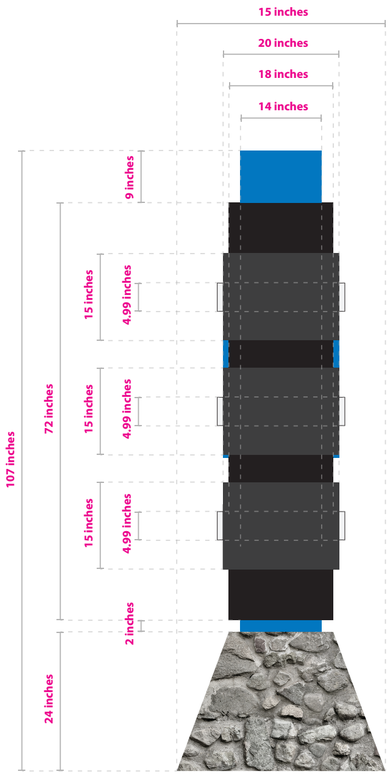
Client Signature Approval _____ Client Print Name _____ Date _____

☐ **Artwork is APPROVED Proceed with order**

☐ **Make Changes & send NEW Proof**

☐ **Make Changes & Proceed with order**

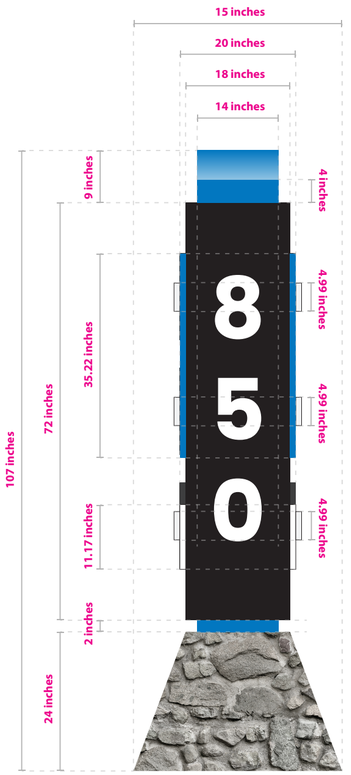




Side View (Facing Building)



Front (Building at Left)
"COMMITMENT", "PROGRESS", "VISION", "RITA CORP" Lettering: ~0.5 - 1 inch depth



Side View (Facing Street)
"850": White Reflective Vinyl



Top View (Building at Left)



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

417 Sheridan Rd.
Highwood, IL 60040
708.669.7177
icSignsAndGraphics.com

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

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

JOB NAME: Rita Corp		CONTACT: Mike Valentino
LOCATION: Crystal Lake, IL		
DATE: 8-2-2023	MANUFACTURER: IC Signs & Graphics Inc.	SALES PERSON: CLH
DESIGN BY: CMT	UL Underwriters Laboratories	DRAWING #: Option 3 v4

Client Signature Approval

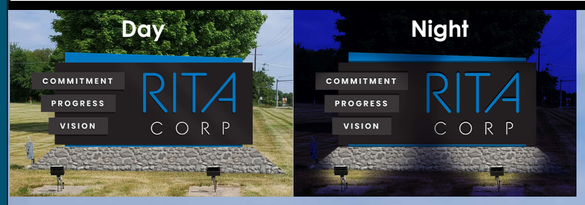
Client Print Name

Date

☐ **Artwork is APPROVED**
Proceed with order

☐ **Make Changes**
& send NEW Proof

☐ **Make Changes**
& Proceed with order



Current Monument Sign
White Area: 90 square feet

180 inches

107 inches

72 inches

144 inches

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

417 Sheridan Rd.
Highwood, IL 60040

708.669.7177

icSignsAndGraphics.com

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

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

JOB NAME: Rita Corp		CONTACT: Mike Valentino
LOCATION: Crystal Lake, IL		
DATE: 8-2-2023	MANUFACTURER: IC Signs & Graphics Inc.	SALES PERSON: CLH
DESIGN BY: CMT	Underwriters Laboratories	DRAWING #: Option 3 v4


Day
COMMITMENT
PROGRESS
VISION
RITA
CORP

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Midwestern Higher Education Compact Cooperative Purchasing Program for Desktop and Laptop Computers

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Dell, Inc., for the purchase of thirty-seven (37) computer desktops, laptops and monitors in the amount of $40,497.69 through the Midwestern Higher Education Compact Cooperative Purchasing Program

Staff Contact: Steve Weishaar, Director of Information Technology

---

Background:

City Staff has annually recommended the replacement of a certain number of employee desktop computers based on the unit's age and performance. Every year, as a part of the budget preparation process, Information Technology staff review the City's inventory of computer equipment, in concert with long-term planning for equipment replacement, to determine the necessity for replacements during the next Fiscal Year. As a part of this review, age of the equipment, what role the equipment plays in the organization, and the types of repair orders received over the course of the unit's lifetime are all taken into consideration.

The typical replacement cycle for corporate desktop machines that are in continuous use is generally every four (4) to five (5) years. As a computer ages, particularly machines that are in continuous use, their electronic components deteriorate. The most noticeable result of this deterioration is a marked increase in component failures and a significant slowdown in the performance of the machine. As machines become slower and must be taken out of service more often for repairs, a significant impact on employee productivity can result.

Monitor replacement is recommended, in addition to the computer, because of the loss of clarity and brightness due to heavy daily usage, which often results in difficulty for employees viewing the information on their screens. The advent of computer aided design, plan review and GIS mapping, as well as the higher screen resolutions required by modern programs and websites, supports the maintenance of monitors with good clarity and brightness. The City does maintain many monitors after replacement to utilize in replacing monitors that have failed or to provide for computers in some locations that may need a second monitor attached, or to replace a failed monitor that is no longer covered by warranty.

The City's Capital Improvement Plan (CIP), as presented as part of the 2023-2024 Budget, outlines the gradual replacement of the City's approximately 165 desktop computers. The CIP recommends that the City annually replace between 35 - 45 computers over the next five years. As a part of the FY2023-2024 budget, a total of thirty-seven (37) new and replacement desktop machines were identified. Most of the machines identified for replacement have already reached or will reach an age of at least five (5) years by the time they are replaced.

The Midwestern Higher Education Compact Cooperative Purchasing program has awarded a competitive RFP to Dell, Inc. for desktop and laptop computers and monitors. This Cooperative has been used in previous years and has provided very competitive pricing and excellent service from purchases directly through Dell. The average price offered through this contract of approximately $767 per desktop unit and $180 per monitor is well below the retail price (approximately 44% off the retail price) and is below the price of desktops machines purchased through the State Joint Purchase program.

The City has had significant experience with Dell hardware, both through desktop and laptop purchases in the past, as well as higher end server purchases for many years. City staff has been satisfied with the quality of the hardware Dell produces.

Sufficient funding is available in the FY2023-2024 budget for this project.

Recommendation:

It is the staff recommendation to purchase thirty-seven (37) computer desktops, laptops and monitors from Dell, Inc., in the amount of $40,497.69 through the Midwestern Higher Education Compact Cooperative Purchasing Program.

Votes Required to Pass:

Simple Majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City is authorized to participate in the Midwestern Higher Education Compact Cooperative Purchasing Program and that the City Manager is authorized to execute a contract with Dell, Inc., for the purchase of thirty-seven (37) computer desktops, laptops and monitors in the amount of $40,497.69, from the Midwestern Higher Education Compact Cooperative Purchasing Program.

DATED this 3rd day of October, 2023.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: October 3, 2023
APPROVED: October 3, 2023

Draft

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000160526392.4**	Sales Rep	Melissa Molgaard
Total	**$40,497.69**	Phone	(800) 456-3355, 6178528
Customer #	16209459	Email	Melissa_Molgaard@Dell.com
Quoted On	Sep. 20, 2023	**Billing To**	STEVE WEISHAAR CITY OF CRYSTAL LAKE 100 W WOODSTOCK ST CRYSTAL LAKE, IL 60014-4262
Expires by	Oct. 20, 2023		
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Deal ID	26382479		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Melissa Molgaard

Shipping Group

Shipping To

ADNAN TALIC
CITY OF CRYSTAL LAKE
100 W WOODSTOCK ST
CRYSTAL LAKE, IL 60014-4262
(815) 356-3665

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Tower (7010)	**$830.83**	**25**	**$20,770.75**
OptiPlex Small Form Factor (Plus 7010)	**$704.80**	**4**	**$2,819.20**
Precision 3660 Tower	**$1,488.48**	**3**	**$4,465.44**
Dell 24 Monitor - P2422H, 60.5cm (23.8")	**$155.99**	**30**	**$4,679.70**
Dell Latitude 3540	**$938.15**	**5**	**$4,690.75**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell 24 Video Conferencing Monitor - C2423H, 60.47cm (23.8")	**$204.79**	**15**	**$3,071.85**
CUS,CBL,DNGL,CVAA	**$0.00**	**1**	**$0.00**

Subtotal:	**$40,497.69**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$40,497.69**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$40,497.69**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ADNAN TALIC
CITY OF CRYSTAL LAKE
100 W WOODSTOCK ST
CRYSTAL LAKE, IL 60014-4262
(815) 356-3665

Shipping Method

Standard Delivery

		Quantity	Subtotal
OptiPlex Tower (7010)	**$830.83**	**25**	**$20,770.75**

Estimated delivery if purchased today:
Sep. 27, 2023
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	25	-
Mouse included with Keyboard	570-AADI	-	25	-
No Cover Selected	325-BCZQ	-	25	-
OptiPlex Tower (7010)	210-BFWO	-	25	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	25	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	25	-
No Microsoft Office License Included	658-BCSB	-	25	-
16GB (1x16GB) DDR4 non ECC memory	370-AGFR	-	25	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BOQM	-	25	-
Thermal Pad for Tower	412-AAZN	-	25	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	25	-
Intel Integrated Graphics	490-BBFG	-	25	-
OptiPlex Tower with 180W Bronze Power Supply	329-BHOJ	-	25	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	25	-
DVD+/-RW Bezel	325-BDSF	-	25	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	25	-
CMS Essentials DVD no Media	658-BBTV	-	25	-
Chassis Intrusion Switch	461-AAIX	-	25	-
No Additional Add In Cards	382-BBHX	-	25	-
No Additional Video Ports	492-BCKH	-	25	-
Dell Additional Software	658-BFPY	-	25	-
ENERGY STAR Qualified	387-BBLW	-	25	-
Dell Watchdog Timer	379-BEZG	-	25	-
Quick Start Guide, OptiPlex Tower	340-DDFS	-	25	-
Print on Demand Label	389-BDQH	-	25	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	25	-
Shipping Material	340-CZGF	-	25	-
Shipping Label	389-BBUU	-	25	-
Regulatory Label for OptiPlex Tower 7010 180W, FSJ	389-EFMR	-	25	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	25	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	25	-
Desktop BTS/BTP Shipment	800-BBIP	-	25	-
Fixed Hardware Configuration	998-FZWQ	-	25	-
Internal Speaker	520-AARD	-	25	-
Intel vPro Enterprise	631-BBKJ	-	25	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	25	-
No External ODD	429-ABGY	-	25	-
NO RAID	817-BBBN	-	25	-
Intel Rapid Storage Technology, OptiPlex Tower	658-BFQN	-	25	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	25	-
ProSupport Plus: Accidental Damage Service, 4 Years	803-8775	-	25	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	803-8803	-	25	-
ProSupport Plus: Next Business Day Onsite, 4 Years	803-8831	-	25	-
ProSupport Plus: 7x24 Technical Support, 4 Years	803-8887	-	25	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	25	-
No Accidental Damage Selected	981-4619	-	25	-

		Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	**$704.80**	**4**	**$2,819.20**

Estimated delivery if purchased today:
Sep. 26, 2023
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	4	-
Mouse included with Keyboard	570-AADI	-	4	-
No Cover Selected	325-BCZQ	-	4	-
OptiPlex Small Form Factor (Plus 7010)	210-BFXD	-	4	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	4	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	4	-
No Microsoft Office License Included	658-BCSB	-	4	-
8GB (1X8GB) DDR5 Non-ECC Memory	370-AGWL	-	4	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BOQJ	-	4	-
M.2 22x30 Thermal Pad	412-AAQT	-	4	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	4	-
Intel Integrated Graphics	490-BBFG	-	4	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BHPM	-	4	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	4	-
DVD+/-RW Bezel	325-BDSH	-	4	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	4	-
CMS Essentials DVD no Media	658-BBTV	-	4	-
No Additional Add In Cards	382-BBHX	-	4	-
No Additional Video Ports	492-BCKH	-	4	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell Additional Software	658-BFPY	-	4	-
ENERGY STAR Qualified	387-BBLW	-	4	-
Dell Watchdog Timer	379-BEZG	-	4	-
Quick Start Guide, OptiPlex SFF Plus	340-DDFN	-	4	-
Print on Demand Label	389-BDQH	-	4	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	4	-
Shipping Material	340-CQYR	-	4	-
Shipping Label	389-BBUU	-	4	-
Regulatory Label for OptiPlex SFF Plus 260/300W, FSJ	389-FBFZ	-	4	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	4	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	4	-
Desktop BTS/BTP Shipment	800-BBIP	-	4	-
Fixed Hardware Configuration	998-FZPS	-	4	-
Internal Speaker	520-AARD	-	4	-
Intel vPro Enterprise	631-BBKK	-	4	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	4	-
No Media Card Reader	379-BBHM	-	4	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	4	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	4	-
NO RAID	817-BBBN	-	4	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	4	-
ProSupport Plus: Accidental Damage Service, 4 Years	812-3934	-	4	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	812-3935	-	4	-
ProSupport Plus: Next Business Day Onsite 4 Years	812-3936	-	4	-
ProSupport Plus: 7x24 Technical Support, 4 Years	812-3937	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	4	-

		Quantity	Subtotal
Precision 3660 Tower	**$1,488.48**	**3**	**$4,465.44**

Estimated delivery if purchased today:
Sep. 26, 2023
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3660 Tower BTX BASE	210-BCUQ	-	3	-
13th Generation Intel Core i7-13700 (30MB Cache, 16 Core (8+8), 2.1GHz to 5.2GHz (65W)) TDP	338-CKHZ	-	3	-
VR Heatsink	412-ABBQ	-	3	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	3	-
No Microsoft Office License Included	658-BCSB	-	3	-
Nvidia T1000, 4GB, 4mDP to DP adapter (Precision 3660T)	490-BHKW	-	3	-
16GB, 2x8GB, DDR5 up to 4400MHz UDIMM non-ECC memory	370-AGYD	-	3	-
No Hard Drive	400-AKZR	-	3	-
Dell KB216 Wired Keyboard English	580-ADJC	-	3	-

Intel Wi-Fi 6E (6GHz) AX211 2x2 Bluetooth 5.2 Wireless Card	555-BHHI	-	3	-
External Antenna for AX211	555-BHHR	-	3	-
Intel ME vPRO	631-ADHW	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	3	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	3	-
WLAN Intel AX211 wireless card driver	555-BHQF	-	3	-
Print on Demand Label	389-BDQH	-	3	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	3	-
Ship material - EPEAT Certification	340-CZQO	-	3	-
Fixed Hardware Configuration	998-GCQB	-	3	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	3	-
SupportAssist	525-BBCL	-	3	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	3	-
Dell Optimizer for Precision	640-BBSC	-	3	-
Dell Premier Color 6.1	640-BBSN	-	3	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	3	-
Waves Maxx Audio	658-BBRB	-	3	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	3	-
Quick Setup Guide, Precision 3660	340-CYVU	-	3	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	3	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	3	-
Bezel ODD	429-ABMR	-	3	-
Internal Speaker for Precision 3660	520-AAVW	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Hard Drive	400-AKZR	-	3	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BNGP	-	3	-
Thermal Pad 3660	412-AAZW	-	3	-
Precision 3660 Tower with 500W (80 Plus Platinum) PSU, RPL and ADL Compatible	321-BJJK	-	3	-
No Hard Drive	400-AKZR	-	3	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	3	-
Dell Precision TPM	340-ACBY	-	3	-
No External ODD	429-ABGY	-	3	-
Standard CPU Air Cooler	412-ABBU	-	3	-
CMS Essentials DVD no Media	658-BBTV	-	3	-
No Hard Drive	400-AKZR	-	3	-
500W Platinum PSU Label	389-EDFT	-	3	-
No SATA RAID	780-BBCJ	-	3	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	3	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-2860	-	3	-

ProSupport Plus: Keep Your Hard Drive, 4 Years	997-2869	-	3	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-2878	-	3	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6821	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	3	-
Intel Rapid Storage Technology Driver, Precision 3660T	409-BCWP	-	3	-
			Quantity	**Subtotal**
Dell 24 Monitor - P2422H, 60.5cm (23.8") Estimated delivery if purchased today: Sep. 27, 2023 Contract # C000000979569 Customer Agreement # MHEC-04152022		**$155.99**	**30**	**$4,679.70**

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	30	-
Dell Limited Hardware Warranty	814-5380	-	30	-
Advanced Exchange Service, 3 Years	814-5381	-	30	-
			Quantity	**Subtotal**
Dell Latitude 3540 Estimated delivery if purchased today: Sep. 26, 2023 Contract # C000000979569 Customer Agreement # MHEC-04152022		**$938.15**	**5**	**$4,690.75**

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Dell Latitude 3540, BTX	210-BGDW	-	5	-
13th Gen Intel Core i5-1335U (12 MB cache, 10 cores, up to 4.60 GHz Turbo)	379-BFBK	-	5	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	5	-
Integrated Intel(R) Iris(R) Xe or UHD Graphics for i5-1335U Processor	338-CHPY	-	5	-
No Microsoft Office License Included	658-BCSB	-	5	-
16 GB, 2 x 8 GB, DDR4, 3200 MT/s	370-AHMT	-	5	-
256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOSX	-	5	-
15.6", FHD 1920x1080, 60Hz, WVA/IPS, Non-Touch, Anti-Glare, 250 nit, NTSC 45%, FHD Camera, WLAN	391-BHIW	-	5	-
FHD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBIW	-	5	-
Intel AX201/AX211 WLAN Driver	555-BJDV	-	5	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	5	-
3-cell, 54 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	451-BDBR	-	5	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	5	-
65W AC rugged adapter, USB Type-C, TCO Gen9 compliant	492-BDIF	-	5	-
Palmrest, No Fingerprint Reader, No SIM slot	346-BJBD	-	5	-
E4 Power Cord 1M for US	450-AMEI	-	5	-
Quick Start Guide for 3540	340-DDPB	-	5	-
ENERGY STAR Qualified	387-BBLW	-	5	-
Fixed Hardware Configuration	998-GFBW	-	5	-
Dell Additional Software	658-BFQB	-	5	-

Min Package	340-DGMC	-	5	-
POD Label, 100% tie to L10 BTS & BTP	389-EFCN	-	5	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	5	-
Latitude 3540 Bottom Door, Integrated graphics	321-BJPW	-	5	-
Intel Rapid Storage Technology Driver	409-BCWT	-	5	-
Intel vPro Management Disabled	631-BBBB	-	5	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	5	-
Dell Limited Hardware Warranty	997-6727	-	5	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-6747	-	5	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-6756	-	5	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	5	-
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	997-6765	-	5	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-6774	-	5	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	5	-

		Quantity	**Subtotal**
Dell 24 Video Conferencing Monitor - C2423H, 60.47cm (23.8")	**$204.79**	**15**	**$3,071.85**

Estimated delivery if purchased today:
Sep. 26, 2023
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Video Conferencing Monitor - C2423H CVAA, 60.47cm (23.8")	210-BGQD	-	15	-
Dell Limited Hardware Warranty	814-5380	-	15	-
Advanced Exchange Service, 3 Years	814-5381	-	15	-

		Quantity	**Subtotal**
CUS,CBL,DNGL,CVAA	**$0.00**	**1**	**$0.00**

Estimated delivery if purchased today:
Sep. 26, 2023
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
CUS,CBL,DNGL,CVAA	492-BDKD	-	1	-

Subtotal:	**$40,497.69**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$40,497.69**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Bid Award - Three Oaks Recreation Area Storage Building Concrete Installation

Staff Recommendation: Motion to adopt a Resolution awarding the construction contract for the Three Oaks Recreation Area Storage Building Concrete Installation to the lowest responsive and responsible bidder, Landmark Contractors, Inc., in the amount of $68,226.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

Staff Contact: Nick Hammonds, Assistant City Manager

Background:

As the City Council is aware, the construction of a storage building at the Three Oaks Recreation Area was completed in spring 2023. Funds were allocated in the fiscal year 2023/2024 Capital Budget to complete final punch list items for the building, including the installation of a concrete floor, connecting the electric feed, and installing fencing and site screenings. Specifications for the concrete floor installation were completed and bids were advertised in accordance with City policies.

On September 26, 2023, the City of Crystal Lake publicly opened and read aloud the bids received for the Three Oaks Recreation Area Storage Building Concrete Installation project. The following is a breakdown of the bids received:

Contractor	Total Bid Cost
Landmark Contractors, Inc.[1]	$68,226.00
Honch Concrete, LLC	$74,639.00
Action 1 Construction, Inc.	$93,580.00
Tiles in Style, LLC	$127,150.00

[1] *Indicates lowest responsive and responsible bidder*

Recommendation:

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

Staff has reviewed the bids received for completeness and accuracy in accordance with the invitation to bid document. Staff recommends that the contract for the Three Oaks Recreation Area Storage Building Concrete Installation be awarded to the lowest responsive and responsible bidder, Landmark Contractors, Inc. in the amount bid. The City has contracted with Landmark Contractors, Inc. for various City projects in the past, and Landmark Contractors provided satisfactory work.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY has identified the need to construct a storage building at the Three Oaks Recreation Area; and

WHEREAS the CITY received and publicly opened bids for the Three Oaks Recreation Area Storage Building Concrete Installation; and

WHEREAS the lowest responsive and responsible bidder is Landmark Contractors, Inc.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Landmark Contractors, Inc. for the Three Oaks Recreation Area Storage Building Concrete Floor Installation in the amount of $68,226.00; 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 3rd day of October, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: October 3, 2023
APPROVED: October 3, 2023

Draft

SCHEDULE OF PRICES

☐ A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Contractor Name: Landmark Contractors, Inc

BASE BID		Total Quantity	Unit Price	Cost
PREPERATION OF BASE	SF	5760.0	$ 0.90	$ 5,184.00
AGGREGATE BASE COURSE TYPE B	TON	60.0	$ 120.00	$ 6,120.00
PCC SURFACE, 5"	SF	5760.0	$ 9.70	$ 55,872.00
ELECTRICAL CONDUIT STUB	FT	20.0	$ 52.50	$ 1,050.00
			Base Bid Total	$ 68,226.00

Name of Contractor Representative: Barry Borchart

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

SCHEDULE OF PRICES

☐ A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Contractor Name: HONCH CONCRETE, LLC

BASE BID		Total Quantity	Unit Price	Cost
PREPERATION OF BASE	SF	5760.0	$ 2.50	$ 14,400.00
AGGREGATE BASE COURSE TYPE B	TON	60.0	$ 5.00	$ 300.00
PCC SURFACE, 5"	SF	5760.0	$ 10.25	$ 59,040.00
ELECTRICAL CONDUIT STUB	FT	20.0	$ 44.95	$ 899.00
			Base Bid Total	$ 74,639.00

Name of Contractor Representative: THOMAS BURKE

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

SCHEDULE OF PRICES

☐ A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Contractor Name: Action 1 Construction, Inc.

BASE BID		Total Quantity	Unit Price	Cost
PREPERATION OF BASE	SF	5760.0	$ 1.50	$ 8,640.00
AGGREGATE BASE COURSE TYPE B	TON	60.0	$ 30.00	$ 1,800.00
PCC SURFACE, 5"	SF	5760.0	$ 14.00	$ 80,640.00
ELECTRICAL CONDUIT STUB	FT	20.0	$ 125.00	$ 2,500.00
			Base Bid Total	$ 93,580.00

Name of Contractor Representative: Adam Kieta President

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

SCHEDULE OF PRICES

☐ A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Contractor Name: TAZA Construction DBA OF TILES IN STYLE LLC

BASE BID		Total Quantity	Unit Price	Cost
PREPERATION OF BASE	SF	5760.0	$ 2.50	$ 14,400.00
AGGREGATE BASE COURSE TYPE B	TON	60.0	$ 56.50	$ 3,390.00
PCC SURFACE, 5"	SF	5760.0	$ 18.50	$ 106,560.00
ELECTRICAL CONDUIT STUB	FT	20.0	$ 140.00	$ 2,800.00
			Base Bid Total	$ 127,150.00

Name of Contractor Representative: John Cox

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Proposal Award - Design Engineering Services for the Oak Street Improvements

Appropriation of Motor Fuel Tax (MFT) funds for Design Engineering Services related to the Oak Street Improvements

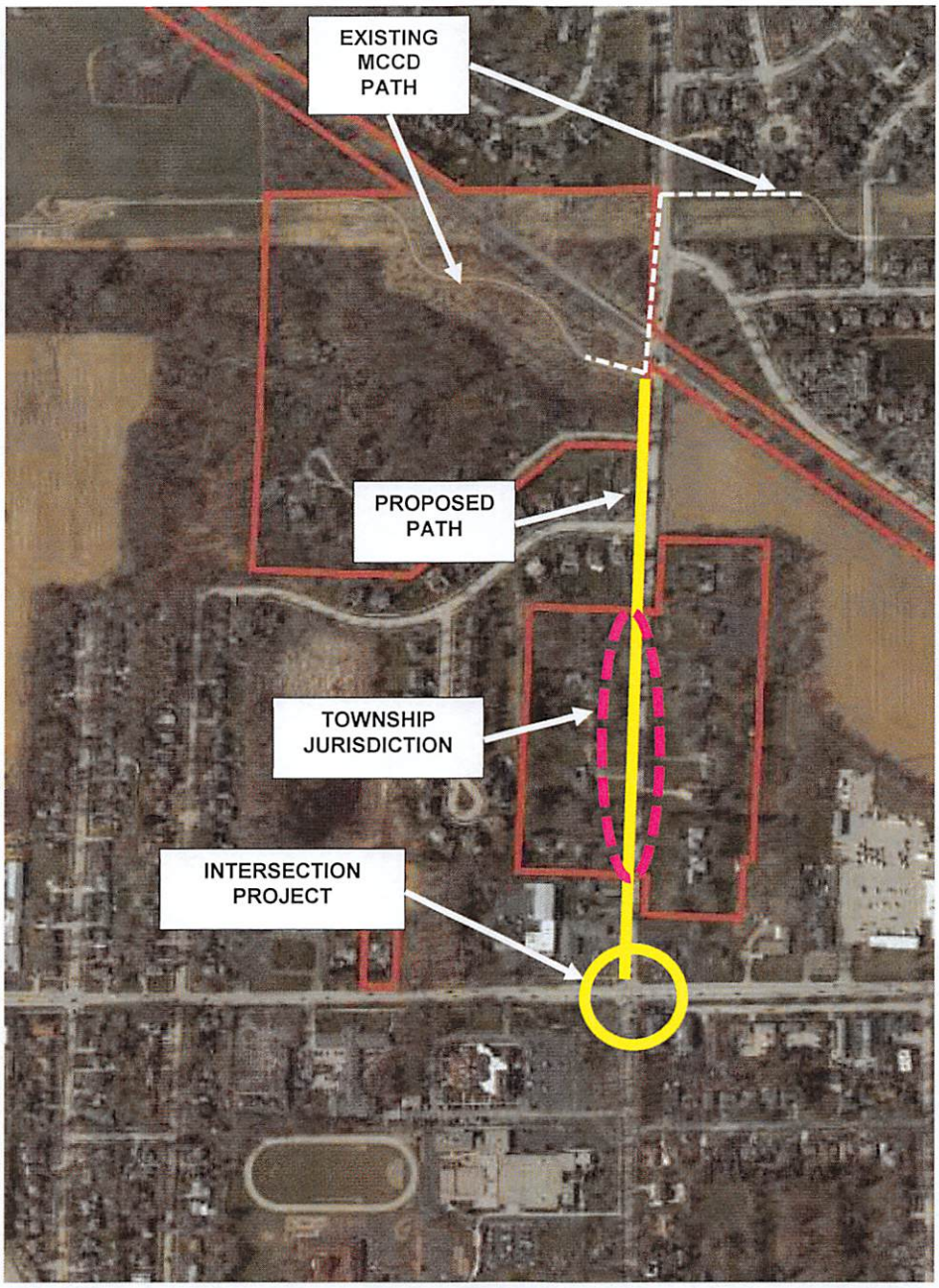
Staff Recommendation: 1) Motion to award the proposal for Oak Street Improvements design engineering services to Bowman Consulting Group, LTD and adopt a Resolution authorizing the City Manager to execute an agreement with Bowman Consulting Group, LTD for the Oak Street Improvements Design Engineering Consultant Services in the amount of $190,242.50, approve warranted changes for up to 10 percent of the agreement cost, and to approve warranted completion date extensions

2) Motion to adopt a Resolution appropriating $105,000 in Motor Fuel Tax Funds (MFT) for Section 23-000137-00-BT and $105,000 for Section 22-00133-00-TL for the Oak Street Improvements

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

---

Background:
The City has two proposed projects along Oak Street, an intersection project and a multi-use path project. Because these projects are adjacent to each other, it is more efficient and cost effective to have one engineering firm design both projects. A map of the projects is shown below:



Intersection Project

The intersection improvement at Oak Street and Route 176 includes modernization of the existing traffic signal with the addition of northbound and southbound left turn lanes. This traffic signal is over 40 years old. This improvement will utilize MFT funding and construction is anticipated in late summer or fall of 2024, pending review, approval and financial participation from the Illinois Department of Transportation (IDOT). The intersection project is estimated to cost $625,000, of which IDOT's contribution is estimated at $300,000.

Multi-Use Path

The second project includes a new multiuse path along the west side of Oak Street from Route 176 to the Union Pacific Railroad tracks. This improvement will provide a pedestrian connection between Bernotas Middle School and North Elementary School to the regional east-west Ridgefield Trace multi-use path. A portion of this improvement is located within Nunda Township. This project was awarded $233,688 in federal ITEP funds. MFT funds will be used for the City's

share of the improvement, estimated at $32,400 and Nunda Township will be financially participating for the portion of path within their jurisdiction, estimated at $27,013. Construction is anticipated to commence in the spring of 2025, pending approvals.

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 six firms. The proposals were reviewed based on the consultants' proposed scope, qualifications and experience. The evaluation is summarized below:

Oak Street Improvements - Design Engineering

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Bowman		Clark Dietz		Engineering Resource Associates		Fehr Graham		Gewalt Hamilton		GSG	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)												
Understanding of Project Scope: Did the consultant properly identify key aspects of the specific design/how to resolve them and not submit a generic approach?	9	5.0	45.00	4.0	36.00	3.0	27.00	3.0	27.00	2.0	18.00	1.0	9.00
Are the project hours by task appropriate and align with other consultant's submittals and past experience.	6	3.0	18.00	1.0	6.00	2.0	12.00	4.0	24.00	2.0	12.00	2.0	12.00
Project examples are pertinent and aligned with the proposed scope.	7	5.0	35.00	3.0	21.00	2.0	14.00	2.0	14.00	3.0	21.00	1.0	7.00
Senior/lead project team members have demonstrated experience, relevant experience in project examples.	8	4.0	32.00	4.0	32.00	3.0	24.00	2.0	16.00	4.0	32.00	2.0	16.00
Total Weighted Rating	30		130.00		95.00		77.00		81.00		83.00		44.00
PROPOSAL RANKING		4.33		3.17		2.57		2.70		2.77		1.47	
Route 176 at Oak Street Fee		$95,522		$150,715		$95,000		$102,800		$42,225		$132,000	
Oak Street Pedestrian Path Fee		$94,720		$166,105		$73,800		$101,400		$79,474		$90,000	
Total Hours		1260		1940		1146		1330		830		1654	
Total Cost		$190,243		$316,820		$168,800		$204,200		$121,699		$222,000	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg) Avg. cost = $203,960.25		2.67		1.12		2.93		2.50		3.51		2.28	
TOTAL VALUE RANKING =		3.50		2.14		2.75		2.60		3.14		1.87	

The evaluation resulted in Bowman Consulting Group's proposal as offering the best value to the City. Bowman Consulting Group has not completed a project specifically for the City; however, based upon reference checks has successfully completed similar projects for other municipalities. Staff recommends selecting Bowman Consulting Group, LTD.

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 Bowman Consulting Group be selected for the design engineering services. The engineering portion of this project is included in the Fiscal Year 2023/2024 Capital Budget. Because the projects are funded with MFT and one involves a grant, a separate MFT Section Number is required for each project. This requires two separate MFT appropriation resolutions. The City has sufficient reserves in its MFT Fund for this project. Any MFT funds that are obligated through IDOT and not spent will be returned to the City's unobligated balance once the project is complete.

Votes Required to Pass:

Simple majority

City of Crystal Lake - Cost Estimate of Consultant Services

OAK STREET IMPROVEMENT - DESIGN ENGINEERING

Firm: **BOWMAN CONSULTING GROUP**

Signature: _____

Date: 9/7/2023

ROUTE 176 AT OAK STREET

Element of Work	Hours	Subconsultant	Total	% of Total
1 Coordination	22.0		$3,347.85	3.50%
2 Field Survey	10.0	$3,000.00	$4,521.75	4.73%
3 Utility Coordination	16.0		$2,434.80	2.55%
4 Permits	6.0		$913.05	0.96%
5 Contract Documents	495.0		$75,326.63	78.86%
6 Constructability Review	19.0		$2,891.33	3.03%
7 Milestone Submittals	40.0		$6,087.00	6.37%
TOTALS	608.0		$95,522.40	100.00%

OAK STREET PEDESTRIAN PATH

Element of Work	Hours	Subconsultant	Total	% of Total
Preliminary Engineering				
1 Coordination	40.0		$5,627.00	5.94%
2 Field Survey	30.0		$4,220.25	4.46%
3 Utility Coordination	16.0		$2,250.80	2.38%
4 Permits	6.0		$844.05	0.89%
5 Soils Investigation	4.0	$3,000.00	$3,562.70	3.76%
6 Contract Documents	485.0		$68,227.38	72.03%
7 Constructability Review	20.0		$2,813.50	2.97%
8 Milestone Submittals	51.0		$7,174.43	7.57%
TOTALS	652.0		$94,720.10	100.00%

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE is desirous of upgrading the existing 40 year old traffic signal at the intersection of Route 176 and Oak Street and adding northbound and southbound left turn lanes; and

WHEREAS, the CITY is desirous of adding a multi-use path along the west side of Oak Street from Route 176 north to the Union Pacific Railroad tracks; and

WHEREAS, the CITY requires consultant design engineering services; and

WHEREAS, proposals were publically solicited and reviewed resulting in a determination that Bowman Consulting Group, LTD 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 Bowman Consulting Group, LTD for design engineering services in the amount of $190,242.50; 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 3rd day of October, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: October 3, 2023
APPROVED: October 3, 2023

Draft

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☐ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		23-000137-00-BT

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Oak Street	0.4	FAU0119	Route 176	RR Tracks

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

New multi-use pedestrian path

2. That there is hereby appropriated the sum of one hundred and five thousand Dollars ($105,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Nick Kachiroubas (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Crystal Lake (Name of Local Public Agency) at a meeting held on October 03, 2023 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3 (Day) day of October, 2023 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Draft

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☐ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		22-00133-00-TL

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Route 176		FAP335	at Oak Street	

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Intersection improvement with traffic signal modernization and channelization

2. That there is hereby appropriated the sum of one hundred and five thousand Dollars ($105,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Nick Kachiroubas (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Crystal Lake (Name of Local Public Agency) at a meeting held on October 03, 2023 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3 (Day) day of October, 2023 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Draft

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Proposal Award - Consultant Selection for Wastewater Engineering Services

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a contract with Fehr Graham for Wastewater Engineering Services for one year with three additional one-year extensions on a task order basis at an annual not-to-exceed amount of $100,000.00, based on the hourly rates submitted.

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

---

Background:
The Wastewater Division maintains two wastewater treatment plants with a combined total design daily average flow of 7.5 million gallons a day as well as twenty-eight sanitary lift stations located throughout the city. As this substantial infrastructure ages, there is a more frequent need to retain the services of a wastewater engineering consultant for smaller projects and studies. These consultant services have helped the City to address infrastructure improvement, repair/rehabilitation projects, and facility design that allows the wastewater treatments plants to meet their permitted discharge limits. It is advantageous to the City to utilize a consultant with documented experience in the wastewater field and is familiar with our facilities. The knowledge of wastewater treatment and the City's facilities will allow for the contracted engineering firm to accomplish assigned tasks efficiently and cost effectively. Engineering services including feasibility studies, facility assessments, budgetary estimates & assistance, design services, structural analysis, bidding assistance, construction cost & time estimates, and construction observation assistance will be retained on a task order basis at an annual not-to-exceed amount of $100,000.00.

The Wastewater Division requested proposals from qualified engineering firms. The proposals were reviewed based on the consultants' qualifications and average hourly billing rates. The qualification criteria considered during the review were:

- The engineering firm has a clear understanding of the scope of work to be performed and they can provide the services related to the scope of work.
- The engineering firm can provide examples of previously executed projects that fall under the scope of work.

- The engineering firm can provide pertinent references aligned with the scope of work.
- The Project Manager and their team members have demonstrated relevant experience in the proposed scope of work and can show a documented history of good performance.
- The engineering firm provided well thought-out answers relevant to the scope of work to be performed during the interview process.
- Review of average hourly rates with industry peers.

During the qualification review, a point system was established with items being weighted differently depending on the importance of each item. The following summarizes the points received by each firm:

Wastewater Engineering Services

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Applied Tech		Clark Dietz		Fehr Graham		Ruekert Mielke		Trotter	
Criteria	(1-10)	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Project Scope: Does the consultant have a good understanding of the work? Can they provide all the services related to the scope of work?	9	3.0	27.00	4.0	36.00	3.0	27.00	3.5	31.50	4.0	36.00
Project Examples: Are the examples relevant? Are they impressive?	6	2.5	15.00	4.0	24.00	4.0	24.00	3.0	18.00	4.0	24.00
References: Are they pertinent and aligned with the proposed scope?	7	4.0	28.00	3.5	24.50	3.5	24.50	2.5	17.50	3.5	24.50
Org Chart and Resume: Project Manager's team members have demonstrated experience, relevant experience in project examples, and good performance.	8	3.0	24.00	3.5	28.00	4.0	32.00	4.5	36.00	4.0	32.00
Interview: Did the consultant provide good answers to questions? Did the consultant impress the interviewees?	8	2.5	20.00	4.0	32.00	3.0	24.00	4.0	32.00	4.0	32.00
Total Weighted Rating	38		114.00		144.50		131.50		135.00		148.50
PROPOSAL RANKING		3.00		3.80		3.46		3.55		3.91	
Combined Weighted Hourly Rate		$145.60		$164.00		$137.60		$178.60		$170.40	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg) Avg. cost = $159.24		2.71		2.43		2.84		2.20		2.32	
TOTAL VALUE RANKING =		2.86		3.11		3.15		2.87		3.12	

Recommendation:

This contract is being presented pursuant to a request for qualification (RFQ) 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 various 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, reference checks, and the detailed review by staff, it is the recommendation of staff that Fehr Graham be selected for the Wastewater Engineering Services. The initial contract will be for one year, with three one-year extensions at the discretion of the City.

Fehr Graham would be retained to provide the services on a task order basis.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE requires a full-service wastewater engineering consultant to prepare plans, specifications and bid documents for various municipal wastewater facilities projects; and

WHERAS proposals were publically solicited and reviewed resulting in a determination that the proposal from Fehr-Graham & Associates, LLC will be 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 a contract with Fehr-Graham & Associates, LLC to provide wastewater engineering services for one (1) year with three (3) additional one (1) year extensions; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve individual task order assignments with Fehr-Graham & Associates, LLC under the contract for an annual not-to-exceed amount of $100,000.00.

Draft

DATED this 3rd day of October, 2023

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: October 3, 2023
APPROVED: October 3, 2023

Draft

41. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: Fehr Graham

Company Address: 200 Prairie Street, Suite 200

City, State, Zip Code: Rockford, IL 61107

Contact Person: Mick Gronewold

Contract Person Phone / E-Mail: 815-394-4700, mgronewold@fehrgraham.com

Proposals for: Wastewater Engineering Services, per the specifications identified herein.

Item:	Year 1 Price Hourly Rate	Extension Year 2 Price Hourly Rate	Extension Year 3 Price Hourly Rate	Extension Year 4 Price Hourly Rate
Principle Project Manager	$ 204.00	$ 214.00	$ 225.00	$ 236.00
Project Engineer	$ 121.00	$ 127.00	$ 133.00	$ 140.00

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Consultants must submit a sealed envelope with three copies of the proposal. Proposals may be submitted online via the City's online bidding platform, QuestCDN, in place of a physical submittal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the consultant must sign below.

Signature: _____ Date: July 27, 2023

Printed Name: Mick Gronewold Title: Principal

Note: Various potential projects involve various staff. Current charge out rates for staff identified here are provided in Attachment A to the fee proposal. Charge out rates for support staff are summarized in Attachment B to the fee proposal. Annual adjustments to charge out rates historically range from 3-6%.

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Bid Award - Tree Pruning Services Contract

Staff Recommendation: Motion to award the contract for tree pruning services to the lowest responsive and responsible bidder, Advanced Tree Care, Inc., and to adopt a Resolution authorizing the City Manager to execute a one-year contract, with an option to for three additional one-year extensions, with Advanced Tree Care, Inc.

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

---

Background:
There are over 18,000 trees in the City's parkways. The Public Works Department Urban Forest Management Plan strives to achieve a healthy, sustainable urban forest and improve natural resource management within the City. The program covers only trees that require routine arboriculture pruning to correct structural problems or growth patterns which would eventually obstruct traffic or interfere with sightlines or signage. One of the main objectives of this pruning is to raise the crown of the trees to stay consistent with City standards. The City utilizes Public Works staff to respond to complaints regarding trees and address storm damage. For routine trimming and pruning the City augments staff with private contractors.

In an effort to solicit more competitive bids and pricing the Street Department measured the diameters of all trees to be included in this year's tree pruning program. This allowed for more detailed quantities to be specified in the bidding process and for pricing to be provided based on tree diameter. Bid prices for the City of McHenry, the Village of Cary, the City of Marengo, and the Village of Trout Valley were also solicited as part of the McHenry County Municipal Partnering Initiative (MC-MPI). The bid specifications for the Tree Pruning Services were developed by the City.

On September 21, 2023, staff publicly opened and read aloud bids received for tree pruning. The breakdown of bids is as follows:

City of Crystal Lake - Tree Pruning Services Pricing
Bid Opening 9/21/23, 10:00am

YEAR ONE UNIT PRICES

		√ Advanced Tree Care		Winkler Tree Services		Yellowstone Landscape	
Size Tree (DBH)	City of Crystal Lake Estimated Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Size Class A (0" to 4")	563	$15.00	$8,445.00	$44.00	$24,772.00	$32.00	$18,016.00
Size Class B (4.1" to 12")	1580	$30.00	$47,400.00	$44.00	$69,520.00	$53.00	$83,740.00
Size Class C (12.1" to 18 ")	918	$52.00	$47,736.00	$52.00	$47,736.00	$79.00	$72,522.00
Size Class D (18.1" to 24")	233	$74.00	$17,242.00	$60.00	$13,980.00	$106.00	$24,698.00
Size Class E (24.1" to 30")	46	$120.00	$5,520.00	$63.00	$2,898.00	$159.00	$7,314.00
Size Class F (30.1" to 36")	8	$300.00	$2,400.00	$70.00	$560.00	$317.00	$2,536.00
Size Class G (greater than 36.1")	4	$300.00	$1,200.00	$85.00	$340.00	$317.00	$1,268.00
		TOTAL	**$129,943.00**	TOTAL	**$159,806.00**	TOTAL	**$210,094.00**

YEAR TWO UNIT PRICES

Size Tree (DBH)	City of Crystal Lake Estimated Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Size Class A (0" to 4")	563	$17.00	$9,571.00	$45.00	$25,335.00	$33.00	$18,579.00
Size Class B (4.1" to 12")	1580	$32.00	$50,560.00	$45.00	$71,100.00	$54.00	$85,320.00
Size Class C (12.1" to 18 ")	918	$53.00	$48,654.00	$54.00	$49,572.00	$82.00	$75,276.00
Size Class D (18.1" to 24")	233	$75.00	$17,475.00	$62.00	$14,446.00	$109.00	$25,397.00
Size Class E (24.1" to 30")	46	$121.00	$5,566.00	$65.00	$2,990.00	$163.00	$7,498.00
Size Class F (30.1" to 36")	8	$300.00	$2,400.00	$72.00	$576.00	$327.00	$2,616.00
Size Class G (greater than 36.1")	4	$300.00	$1,200.00	$88.00	$352.00	$327.00	$1,308.00
		TOTAL	**$135,426.00**	TOTAL	**$164,371.00**	TOTAL	**$215,994.00**

YEAR THREE UNIT PRICES

Size Tree (DBH)	City of Crystal Lake Estimated Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Size Class A (0" to 4")	563	$18.00	$10,134.00	$46.00	$25,898.00	$34.00	$19,142.00
Size Class B (4.1" to 12")	1580	$33.00	$52,140.00	$46.00	$72,680.00	$56.00	$88,480.00
Size Class C (12.1" to 18 ")	918	$53.00	$48,654.00	$56.00	$51,408.00	$84.00	$77,112.00
Size Class D (18.1" to 24")	233	$75.00	$17,475.00	$64.00	$14,912.00	$112.00	$26,096.00
Size Class E (24.1" to 30")	46	$121.00	$5,566.00	$67.00	$3,082.00	$168.00	$7,728.00
Size Class F (30.1" to 36")	8	$300.00	$2,400.00	$74.00	$592.00	$336.00	$2,688.00
Size Class G (greater than 36.1")	4	$300.00	$1,200.00	$91.00	$364.00	$336.00	$1,344.00
		TOTAL	**$137,569.00**	TOTAL	**$168,936.00**	TOTAL	**$222,590.00**

YEAR FOUR UNIT PRICES

Size Tree (DBH)	City of Crystal Lake Estimated Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Size Class A (0" to 4")	563	$18.00	$10,134.00	$47.00	$26,461.00	$35.00	$19,705.00
Size Class B (4.1" to 12")	1580	$33.00	$52,140.00	$47.00	$74,260.00	$58.00	$91,640.00
Size Class C (12.1" to 18 ")	918	$53.00	$48,654.00	$58.00	$53,244.00	$87.00	$79,866.00
Size Class D (18.1" to 24")	233	$75.00	$17,475.00	$66.00	$15,378.00	$116.00	$27,028.00
Size Class E (24.1" to 30")	46	$121.00	$5,566.00	$69.00	$3,174.00	$173.00	$7,958.00
Size Class F (30.1" to 36")	8	$300.00	$2,400.00	$76.00	$608.00	$347.00	$2,776.00
Size Class G (greater than 36.1")	4	$300.00	$1,200.00	$94.00	$376.00	$347.00	$1,388.00
		TOTAL	**$137,569.00**	TOTAL	**$173,501.00**	TOTAL	**$230,361.00**

√ Indicates the lowest responsive and responsible bidder

Recommendation:
It is the recommendation of staff to award the Tree Pruning Services contract to the lowest responsive and responsible bidder, Advanced Tree Care, Inc., in the unit prices bid. Last year's tree trimming prices were awarded on a per tree basis (regardless of size) at $68.75 per tree. The bid prices provided by Advanced Tree Care, Inc. for smaller diameter trees, of which there are the highest quantities, are significantly less than last year's per tree pricing and will allow the City to stay on track with its tree maintenance program.

Contractor tree trimming is an annual program in the City. There is $175,000 budgeted for tree trimming as part of the Fiscal Year 2024 budget.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE's urban forest of approximately 18,000 trees is an important asset providing benefits to all its citizens; and

WHEREAS in order to maintain the canopy of the City's urban forest in a healthy and safe condition, periodic trimming and pruning is required; and

WHEREAS the CITY received and publicly opened bids for Tree Pruning Services on September 21, 2023; and

WHEREAS the lowest responsive and responsible bidder is Advanced Tree Care, Inc., Lincolnshire, Illinois;

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a one-year contract, with an option for three (3) additional one-year extensions, between the CITY OF CRYSTAL LAKE and Advanced Tree Care, Inc. for Tree Pruning Services in the unit prices bid.

DATED this 3rd day of October, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: October 3, 2023
APPROVED: October 3, 2023

Draft

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Board and Commission Reappointments – Historic Preservation Commission

Mayor's Recommendation: Motion to reappoint Judi Halter, Lisa Solak, and Brittany Niequist to the Historic Preservation Commission for terms ending June 30, 2026

Contact: Haig Haleblian, Mayor

Background:

Judi Halter, Lisa Solak, and Brittany Niequist are current Historic Preservation Commission members whose three-year terms expired June 30, 2023. Ms. Halter, Ms. Solak, and Ms. Niequist would like to be reappointed.

If reappointed, the terms for these members would expire June 30, 2026.

Historic Preservation Commission appointments and reappointments are nominated and confirmed by the Mayor and City Council.

Should the City Council have any questions, please contact Mayor Haleblian.

Votes Required to Pass:

Simple majority

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: October 3, 2023

Item: Board and Commission Reappointments – Sustainability Committee

Mayor's Recommendation: Motion to reappoint Terry Dieckhoff, Emilie Hoffman, Jen Oliver, and Cordell Crane to the Sustainability Committee for terms ending September 30, 2026

Contact: Haig Haleblian, Mayor

Background:

Terry Dieckhoff, Emilie Hoffman, Jen Oliver, and Cordell Crane are current Sustainability Committee members whose three-year terms expired at the end of September. Each Committee member would like to be reappointed.

Sustainability Committee appointments and reappointments are nominated and confirmed by the Mayor and the City Council.

Should the Council have any questions, please contact Mayor Haig Haleblian.

Votes Required to Pass:

Simple majority