CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
December 19, 2023
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – December 5, 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. **4504 E. Terra Cotta Avenue – Annexation Referral**
   b. **Class 19 Temporary Liquor License Request – Crystal Lake South High School Booster Club, Saturday, February 24, 2024**
   c. **Consideration of Cancellation of January 2, 2024 Regular City Council Meeting**

10. **City Code Amendment to increase the Number of Class 28 Liquor Licenses and to increase the Number of Video Gaming Licenses - Applicant: Om Swami Crystal Lake Inc., d/b/a Papa Saverio's Pizzeria, 540 E. Terra Cotta Avenue, Unit B**

11. **35 E. Berkshire Drive - Special Use Permit to allow a sit-down restaurant, Final PUD Amendment to allow a variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces**

12. **5786 Northwest Highway, Burlington and Sierra Trading - Final Planned Unit Development Amendment to allow changes to the exterior elevations and a variation for increased signage to allow 218 square feet for Burlington and 204 square feet for Sierra Trading at 5786 Northwest Highway**

13. **Liquor License Ordinance Amendment**

14. **Approval of an Intergovernmental Agreement with the McHenry County Division of Transportation Relative to Reimbursement of Costs and Maintenance Responsibilities for the McHenry County Division of Transportation Randall Road Improvement**

15. **Approval of an Intergovernmental Agreement with the Crystal Lake Park District Relative to Transfer of Certain Property along Miller Road for a Multi-Use Path for the McHenry County Division of Transportation Randall Road Improvement**

16. Bid Award - Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair – Various Facilities

17. Approval of change order providing additional compensation for additional pedestrian crossing locations on the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program

18. Bid Award – Salt for Water Treatment

19. Bid Award – Liquid De-icing Chemical

20. Vehicle Purchase - Suburban Purchasing Cooperative Contract #225, for one (1) 2024 Ford Super Duty Pickup at a cost of $49,035.00

21. Council Inquiries and Requests

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

23. Reconvene to Regular Session

24. Adjourn

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: 4504 E. Terra Cotta Avenue - Annexation Referral

Recommendation: Motion to refer the petitioner's request to the January 3, 2024 Planning & Zoning Commission meeting for zoning consideration and to the January 16, 2024, City Council meeting for the annexation public hearing for 4504 E. Terra Cotta Avenue.

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

Background:

The petitioner is requesting annexation of three parcels that total approximately 6.41 acres. The parcel is the former Crystal Bowl site. The petitioner would like to annex as part of their request to develop the parcels into a self-storage facility.

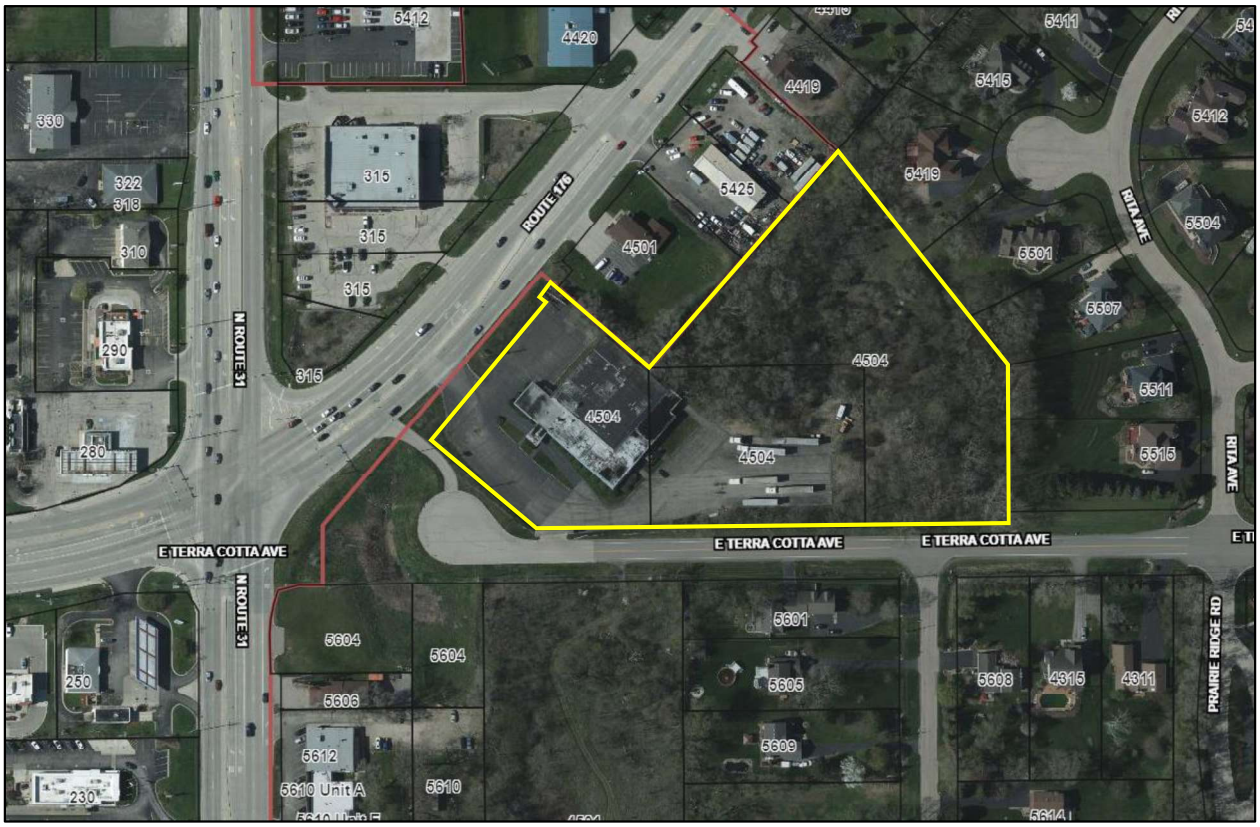


The petitioner respectfully requests that this matter be referred to the January 3, 2024 Planning & Zoning Commission meeting for zoning consideration and the January 16, 2024, City Council meeting for the annexation public hearing.

Votes Required to Pass: A simple majority vote.

PIQ Map

4504 E. Terra Cotta Avenue



Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: Class 19 Temporary Liquor License Request – Crystal Lake South High School Booster Club, Saturday, February 24, 2024

Staff Recommendation: Motion to approve issuance of a Class 19 Temporary Liquor License to the Crystal Lake South High School Booster Club

Staff Contact: Nick Hammonds, Assistant City Manager

Background:
The City has received a request from the Crystal Lake South High School Booster Club for the issuance of a Class 19 Temporary Liquor License in order to sell beer, wine, and alcoholic liquor drinks at their annual Trivia Game Night being held at the St. Elizabeth Ann Seton Church Community Center, located at 1023 McHenry Avenue, on Saturday, February 24, 2024 from 5:00 p.m. to 10:30 p.m.

Section 329-5-S of the City Code permits the issuance of a Class 19 Temporary Liquor License for the retail sale of beer, wine, and alcoholic liquor drinks 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 Council has approved this event in the past.

Votes Required to Pass:
Simple majority

CITY OF CRYSTAL LAKE

Class "19"
Temporary Liquor License

General Information:

- A Class "19" **Temporary** Liquor License authorizes the retail sale of beer, wine and alcoholic liquor drinks 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, wine and alcoholic liquor drinks are to be sold are required to wear a non-transferrable, one use only, disposable wrist band or other means of identification identifying them as patrons of the area that is subject to the license.
- Issuance of a Class "19" 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 "19"
Beer, Wine and Alcoholic Liquor Drinks

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

1. Applicant's full name Crystal Lake South Booster Club
(Must be not-for-profit organization)

Address 1200 S. McHenry Ave Phone Number 815 893-0926

2. Location where beer, wine and alcoholic liquor drinks will be sold:
St Elizabeth Ann Seton Hall 1023 McHenry Ave Crystal Lake Il

3. Dates of the event (**not to exceed three (3) days**): 2-24-2024

4. Hours of operation: 5-10:30

5. Describe the type of crowd and traffic control licensee will utilize. One way in One way out

6. Describe plan for refuse pickup. Commercial Trash pickup provided by St Elizabeth Ann Seton.

7. Please list the names and addresses of the members of the organization who will be selling beer, wine and alcoholic liquor drinks at the location pursuant to the license. If additional space is needed, please use reverse side.
Lisa Canasta 1452 Candlewood Dr Crystal Lake, Il
Frank Canasta 1452 Candlewood Dr Crystal lake Il

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, wine and alcoholic liquor drinks on the property during the time requested.**
   - ☑ **Site plan of area where beer, wine and alcoholic liquor drinks will be sold.**
   - ☑ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "19" Temporary Liquor License to applicant.**

Lisa Canasta 11-20-23
Signature of President Date

Claudine Kuba 11.20.23
Signature of Secretary Date

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

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 30th day of October, 2023.

ELIZABETH HILL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
February 22, 2027

Notary Public



St Elizabeth Ann Seton Site map

for liquor license



St. Elizabeth Ann Seton Catholic Church
1023 McHenry Avenue
Crystal Lake, Illinois 60014
Phone: 815-459-3033
Fax: 815-459-3040

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

October 19, 2023

To Whom it may concern,

This letter is to inform you that Crystal Lake South High School will be hosting their Booster Trivia Night on February 24, 2024 in our Parish Hall. We are aware that they will be serving alcohol. Please contact us if you have further questions.

Sincerely,

Sue Schulz
Parish Business Manager
St. Elizabeth Ann Seton Catholic Church
1023 S McHenry Ave, Crystal Lake, IL
sschulz@elizabethannseton.org

11/02/2023

Dear Mr Mayor and city council,

The Crystal Lake South booster Club is requesting a class 19 temporary liquor license. We will be holding our annual Trivia night fundraiser at St.Elizabeth Ann Seton church and would like to be able to sell wine, wine coolers, and beer to the participants for consumption on the property. We will also be giving bottles of wine, beer, and hard liquor as prizes for table games. The participants may open those bottles and consume the hard liquor at the event. That is why I am asking for a class 19 temporary license. We would greatly appreciate your consideration.

Yours sincerely,

Lisa Camasta

Booster Club President

Crystal Lake South High School

11/22/2023

Dear Sirs,

There is a charge to enter the Trivia Night competition, also separate charges for each of the 2 games that will be offered, and a cash bar. The cash bar will be serving beer and wine.

Please feel free to contact me with any further questions.

Sincerely,

Lisa Camasta

CLS Booster Club President

Alaina Skurski

From: Lisa Camasta [redacted]
Sent: Thursday, December 7, 2023 7:36 AM
To: Alaina Skurski
Subject: Re: CL South Boosters Liquor License Application
Attachments: image672c6f.PNG

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

Good morning Alaina,
I have let everyone know that we can not include any hard spirits in the games and baskets. We will keep the license the same and utilize any donations of hard liquor in the cash bar area. Is there any more information you need from us? When will this go before the city council meeting?
Lisa Camasta

On Wed, Dec 6, 2023, 3:28 PM Alaina Skurski <askurski@crystallake.org> wrote:

Good afternoon Lisa,

Just checking in to see if you have any questions from my previous email. If you need to make any changes to your cash bar, please let me know your updated plan.

Thank you,

Alaina Skurski

Alaina Skurski | Administrative Assistant | City Manager's Office
| 100 W. Woodstock St. | Crystal Lake, IL 60014
Website: www.crystallake.org | Phone: 815-459-2020

From: Alaina Skurski
Sent: Wednesday, November 22, 2023 4:30 PM
To: 'Lisa Camasta' [redacted]
Subject: CL South Boosters Liquor License Application

Hi Lisa,

I just met with our City attorney who spoke with the Illinois Liquor Control Commission. The Illinois Liquor Control Act prohibits any liquor licensee from giving away alcohol as a prize for a game or contest. Consequently, giving away any liquor for the two games and trivia contest would be in violation of the State code. Further, the Class 19 liquor license will only allow you to sell hard liquor for consumption on the premises. Unfortunately, there is no authority to sell hard liquor to bring home.

You are still okay to move forward with your raffle application and cash bar since you will be obtaining a temporary liquor license. If you wanted to include hard liquor in the cash bar, the Class 19 liquor license allows for that.

Thank you,

Alaina Skurski

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A Stock Company

Company: U.S Insurance Company of America
3131 Greenhead Drive
Springfield, IL 62711
(217)391-5252

Producer: Frisch & Barrett Insurance
226 West Main Street
Cary, IL 60013
(847) 639-2134

THIS IS A LIMITED COVERAGE POLICY - PLEASE READ YOUR POLICY IN ITS ENTIRETY

SPECIAL EVENT LIABILITY POLICY DECLARATIONS

Policy #: 23IL0000239SE00

NAMED INSURED: Crystal Lake South High School Booster Club DBA (11-2023)
TYPE OF ENTITY: Non Profit Organization
MAILING ADDRESS: 1200 McHenry Ave., Crystal Lake, IL 60014
POLICY PERIOD: Inception Date and Time: February 24, 2024 08:00 AM Standard Time
Expiration Date and Time: February 25, 2024 05:00 AM Standard Time

FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS DESCRIBED IN THIS POLICY.

LIABILITY COVERAGES

Designated Premises: 1023 McHenry Avenue, Crystal Lake, IL 60014

Coverage	Limit of Liability
Illinois Liquor Liability - Each Common Cause	$1,000,000

REPRESENTATIONS - The Insured has made the following representations:

The event is scheduled to start on February 24, 2024 at 02:00 PM and end on February 24, 2024 at 11:00 PM

Type of Event: Trivia Night

Estimated Number of Attendees: 120

Alcohol Is:

- ☐ Not Being Served
- ☐ Being Served But Not Sold By The Insured
- ☒ Being Sold By The Insured And The Estimated Liquor Sales Are: $2,400

FORMS AND ENDORSEMENTS:

IL-LL 104 12-07 Iowa Law Endorsement
IL-LL 101 09-09 IL Liquor Liability Policy
IL-LL 911 11-07 Terrorism Disclosure

FULLY EARNED POLICY PREMIUM: $200
PREMIUM IS DUE AND PAYABLE PRIOR TO THE INCEPTION DATE OF THE POLICY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: CB

DATE (MM/DD/YYYY): 11/22/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Frisch & Barrett Insurance Agency, Inc. 226 W. Main Cary, IL 60013 Charles Barrett	CONTACT NAME: Chuck Barrett PHONE (A/C, No, Ext): 847-639-2134 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HIGHS-1
INSURED HIGH SCHOOL DISTRICT #155 BOOSTER CLUBS c/o 226 W Main St. Cary, IL 60013-2721	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Erie Insurance Exchange INSURER B : U.S. Insurance Co.of America INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		Q45-0750619	09/07/2023	09/07/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			Q45-0750619	09/07/2023	09/07/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			Q33-0770181	09/07/2023	09/07/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Liquor Liability			23IL0000239SE00	02/24/2024	02/25/2024	Liq. Liab	1,000,000

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

Insured: Crystal Lake South High School Booster Club/ Trivia night at St. Elizabeth Ann Seaton Catholic Church, 1023 McHenry Ave., Crystal Lake, IL 60014, on 2/24/24. The City of Crystal Lake is added as Additional Insured.

CERTIFICATE HOLDER

CRYS005

City of Crystal Lake
(fax: 815-479-1647)
100 W. Woodstock St.
Crystal Lake, IL 60014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Charles Barrett

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Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: Consideration of Cancellation of January 2, 2024 Regular City Council Meeting

Mayor's Recommendation: City Council Discretion

Contact: Eric Helm, City Manager

Background:

Due to the New Year's Day Holiday, the City Council may wish to consider cancelling the January 2, 2024 Regular City Council Meeting. City staff has reviewed upcoming items and has no concerns regarding the cancellation.

Votes Required to Pass:

Simple majority.

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: City Code Amendment to increase the Number of Class 28 Liquor Licenses and to increase the Number of Video Gaming Licenses - Applicant: Om Swami Crystal Lake Inc., d/b/a Papa Saverio's Pizzeria, 540 E. Terra Cotta Avenue, Unit B

Staff Recommendation:

1. Motion to adopt an Ordinance increasing the number of Class 28 Liquor Licenses from the current permitted 19 licenses to 20 licenses.

2. Motion to adopt an Ordinance increasing the number of Video Gaming Licenses from the current permitted 19 licenses to 20 licenses.

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

Background:

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

The City has received a request from Om Swami Crystal Lake Inc., d/b/a Papa Saverio's Pizzeria, 540 E. Terra Cotta Avenue, Unit B, for the issuance of a Class 28 Supplemental Liquor License and a Video Gaming License. The petitioner is requesting the supplemental Class 28 license in order to operate six video game machines in their establishment.

Section 329-5-AB of the City Code permits the issuance of a Class 28 liquor license, which authorizes the retail sale of alcoholic liquors, for consumption on the premises, at a bar or restaurant, as defined by § 268-3 of the City Code, to an applicant which possesses a valid video gaming location license issued by the Illinois Gaming Board and which also holds, for a period of not less than one year, a current and valid liquor license to sell alcoholic liquor at such bar or restaurant.

Application Review

City staff has reviewed the application from Om Swami Crystal Lake Inc., d/b/a Papa Saverio's Pizzeria, 540 E. Terra Cotta Avenue, Unit B, and compared it to the City Code requirements. City staff has reviewed the application for completeness and determined that it meets all of the necessary conditions. The below table depicts the applicant's compliance with the City Code requirements:

Requirement	City Code Section	Compliance Status
The establishment is an eligible bar or restaurant.	268-3 Definitions	**Yes**. Restaurant
The establishment has held a liquor license for at least 12 months.	268-3 Definitions	**Yes**. The establishment has held a Class "24" Liquor License since April 2022.
Applicant submitted necessary documents, including site plan.	268-3 (C)	**Yes.**
Applicant has a State Video Gaming License.	268-3 (C)	**Yes. License #230700673 Approved 10/26/2023**
Applicant will be using a licensed video game terminal operator.	268-3 (C)	**Yes. Gold Rush Amusements**
The establishment is outside of the 100-foot radius of any church or school in the vicinity.	State of Illinois Requirement	**Yes**.
Location screening and supervision	268-3 (K)	**Yes.**
Signage	268-3 (N)	**Yes**. The terminals will not be visible from the street. Blackout window coverings have been installed on windows. There is no advertising of the availability of video gaming on the outside of the building.
Applicant will be using an approved video surveillance system.	268-3 (O)	**Yes.** The terminal operator has provided video surveillance system specifications.
Video Gaming is incidental to establishment's business.	268-3 (P)	**Yes.**

Site Plan Review

The site plan depicts the petitioner's proposed gaming area, with six video gaming terminals. The proposed gaming area is a room off of the dining area, across from the bar, and will be

limited to patrons over the age of 21. There will be no dining services in the gaming area. Windows have been blacked out so games are not seen from the dining area or outside the building. City staff recommends approval of the suggested site plan. The petitioner has been notified to attend the meeting to address any questions regarding the request.

Votes Required to Pass:
Simple majority

Property in Question:

PIQ



Proposed Site Plan: See Attached Drawing.

Proposed Video Gaming Area Location:



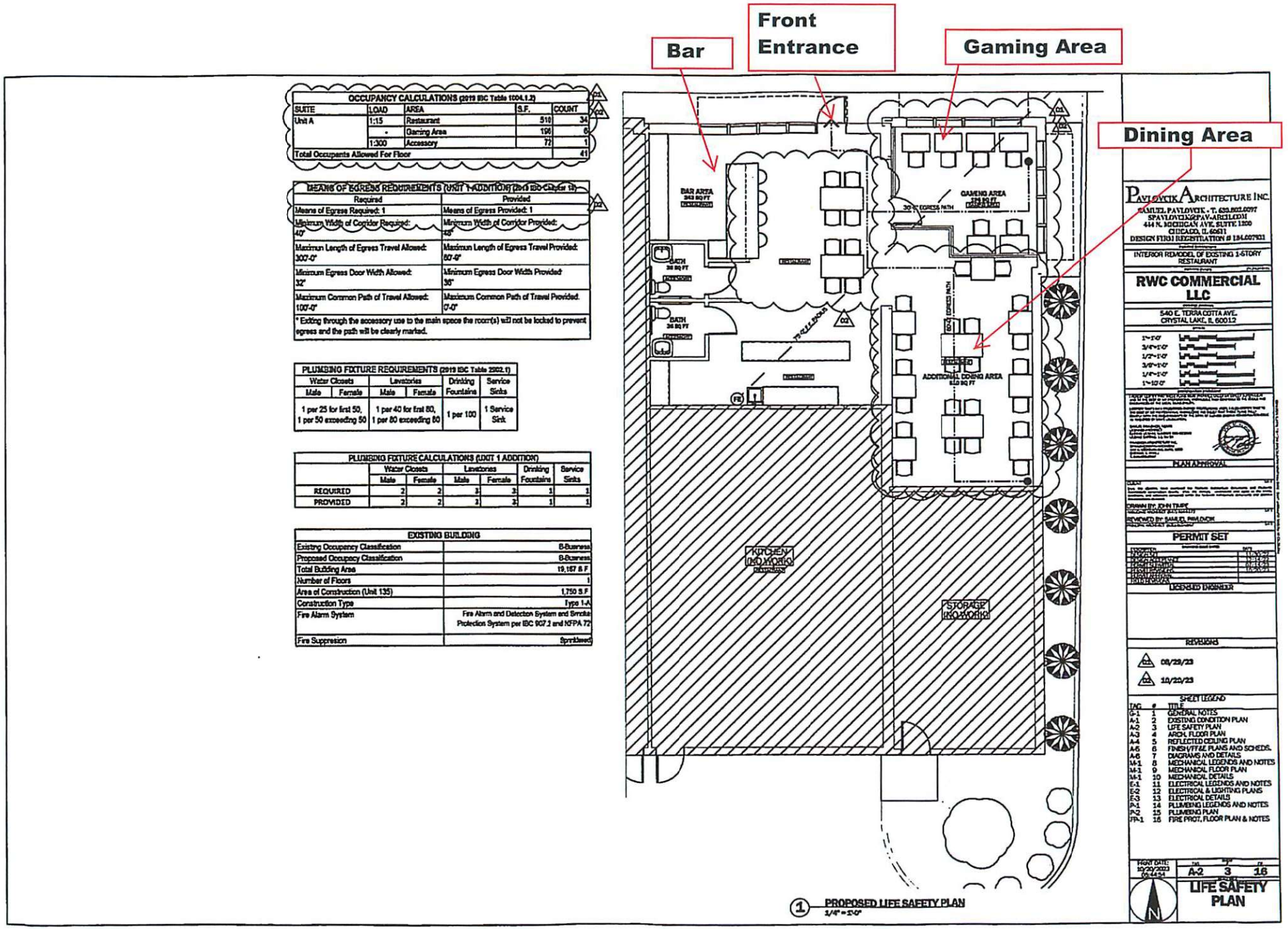
Proposed Game Location, Glass Enclosed Screened Area (view from bar)

Bar Area



Dining Area




Bar
Front Entrance
Gaming Area
Dining Area
BAR AREA 343 SQ FT
GAMING AREA 393 SQ FT
ADDITIONAL DINING AREA 820 SQ FT
BATH 36 SQ FT
BATH 36 SQ FT
KITCHEN (NO WORK)
STORAGE (NO WORK)
OCCUPANCY CALCULATIONS (2019 IBC Table 1004.1.2)
SUITE | LOAD | AREA | S.F. | COUNT
Unit A | 1:15 | Restaurant | 510 | 34
- | Gaming Area | 196 | 6
1:300 | Accessory | 72 | 1
Total Occupants Allowed For Floor | 41
MEANS OF EGRESS REQUIREMENTS (UNIT 1 ADDITION) (2018 IBC Chapter 10)
Required | Provided
Means of Egress Required: 1 | Means of Egress Provided: 1
Minimum Width of Corridor Required: 40" | Minimum Width of Corridor Provided: 48"
Maximum Length of Egress Travel Allowed: 300'-0" | Maximum Length of Egress Travel Provided: 80'-0"
Minimum Egress Door Width Allowed: 32" | Minimum Egress Door Width Provided: 36"
Maximum Common Path of Travel Allowed: 100'-0" | Maximum Common Path of Travel Provided: 0'-0"
* Exiting through the accessory use to the main space the room(s) will not be locked to prevent egress and the path will be clearly marked.
PLUMBING FIXTURE REQUIREMENTS (2018 IBC Table 2902.1)
Water Closets: Male | Female
Lavatories: Male | Female
Drinking Fountains
Service Sinks
1 per 25 for first 50, 1 per 50 exceeding 50 | 1 per 40 for first 80, 1 per 80 exceeding 80 | 1 per 100 | 1 Service Sink
PLUMBING FIXTURE CALCULATIONS (UNIT 1 ADDITION)
Water Closets: Male | Female
Lavatories: Male | Female
Drinking Fountains
Service Sinks
REQUIRED | 2 | 2 | 3 | 3 | 1 | 1
PROVIDED | 2 | 2 | 3 | 3 | 1 | 1
EXISTING BUILDING
Existing Occupancy Classification: B-Business
Proposed Occupancy Classification: B-Business
Total Building Area: 19,167 S.F.
Number of Floors: 1
Area of Construction (Unit 135): 1,750 S.F.
Construction Type: Type 1-A
Fire Alarm System: Fire Alarm and Detection System and Smoke Protection System per IBC 907.2 and NFPA 72
Fire Suppresion: Sprinklered
PAVLOVCIK ARCHITECTURE INC.
SAMUEL PAVLOVCIK - T. 630.802.0097
SPAVLOVCIK@PAV-ARCH.COM
444 N. MICHIGAN AVE. SUITE 1200
CHICAGO, IL 60611
DESIGN FIRM REGISTRATION # 184.007931
INTERIOR REMODEL OF EXISTING 1-STORY RESTAURANT
RWC COMMERCIAL LLC
540 E. TERRA COTTA AVE.
CRYSTAL LAKE, IL 60012
PLAN APPROVAL
PERMIT SET
LICENSED ENGINEER
REVISIONS
08/23/23
10/23/23
SHEET LEGEND
TAG # TITLE
G-1 1 GENERAL NOTES
A-1 2 EXISTING CONDITION PLAN
A-2 3 LIFE SAFETY PLAN
A-3 4 ARCH. FLOOR PLAN
A-4 5 REFLECTED CEILING PLAN
A-5 6 FINISH/TITLE PLANS AND SCHEDS.
A-6 7 DIAGRAMS AND DETAILS
M-1 8 MECHANICAL LEGENDS AND NOTES
M-1 9 MECHANICAL FLOOR PLAN
M-1 10 MECHANICAL DETAILS
E-1 11 ELECTRICAL LEGENDS AND NOTES
E-2 12 ELECTRICAL & LIGHTING PLANS
E-3 13 ELECTRICAL DETAILS
P-1 14 PLUMBING LEGENDS AND NOTES
P-2 15 PLUMBING PLAN
FP-1 16 FIRE PROT. FLOOR PLAN & NOTES
PRINT DATE: 10/20/2023
A-2
3
16
LIFE SAFETY PLAN
1 PROPOSED LIFE SAFETY PLAN
1/4" = 1'-0"

Ord. No.
File No. 255L

The City of Crystal Lake Illinois

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 28 License shall be increased from 19 to 20.

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 19th day of December, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: December 19, 2023
Approved: December 19, 2023

Draft

Ord. No.
File No. 255VG

The City of Crystal Lake Illinois

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Video Gaming Licenses shall be increased from 19 to 20.

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 19th day of December, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: December 19, 2023
Approved: December 19, 2023

Draft

☐ (New Applicant)
☐ (Renewal)

FOR OFFICE USE:
Date Received: 10/25/23
$100 License fee paid: ✓

Application for a Video Gaming Supplemental Liquor License
Class 28

Business Information:

Business Name: Om Swami Crystal Lake Inc	Phone #: [redacted]
Street Address: 540 E Terra Cotta Ave Crystal Lake, IL 60014	Fax #:

Applicant Information
(Establishment Owner)

Name: Mihir Patel	
DOB: 08/26/1976	Age: 47
Street Address: 161 Freesia Ln	Phone #: [redacted]
City, State, Zip: Elgin, IL 60124	Email: [redacted]

Applicant Information
(If additional owner information)

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

Contact Person
(If different than the Establishment Owner)

Contact Name: Mihir Patel	Phone #: [redacted]
Address: 161 Freesia Ln, Elgin, IL 60014	Email: [redacted]

Please Circle One

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

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

License #: 2023-124

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

License #: _____

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

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

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

Please sign below:

[signature] President 10/25/23

Name Title Date

_____

Name Title Date

CITY OF CRYSTAL LAKE

Application:
Video Gaming License and Terminal Permit

Required Submittals

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

■ (New Applicant)
☐ (Renewal)

Date: 07-29-23

Application for a Video Gaming License and Terminal Permit Application

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

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

Business Name: Om Swami Crystal Lake Inc DBA Papa Saverios Pizzeria	Phone #: [redacted]
Street Address: 540 E Terra Cotta Ave suite-A Crystal Lake, IL 60014	Fax #:

Applicant Information
(Establishment Owner)

Name: Mihir Patel	
DOB: 08/26/1976	Age: 47
Street Address: 161 Freesia Ln	Phone #: [redacted]
City, State, Zip: Elgin, IL 60124	Email: [redacted]

Applicant Information
(If additional owner information)

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

Contact Person

(If different than the Establishment Owner)

Contact Name: Mihir Patel	Phone #: [redacted]
Address: 161 Freesia Ln, Elgin IL 60124	Email: [redacted]

Video Gaming Terminal Operator Information

Company Name: Gold Rush Gaming	Phone #: 630-894-0099
Street Address: 5277 Trillium Blvd	Fax #:
City, State, Zip: Hoffman Estates, IL 60192	Email: Curtis.takiguchi@heidnerinc.com
Contact Name: Curtis	Mobile #: [redacted]

Terminal Information

Illinois Gaming Board Terminal License Number	Serial Number for each Terminal
1.	1.
2.	2.
3.	3.

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

	✓
Bar	✓
Restaurant	✓
Will individuals under the age of 21 be allowed in the business premises?	NO

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

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

VERIFICATION:

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

  local #2023-124 , state # 1A-2153205

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

  _____

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

  _____

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

- The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.

Please sign below:

Mihir Patel — President

Full Name — Title

Mihir Patel

Applicant Signature — Date

Full Name — Title

Applicant Signature — Date

AGREEMENT

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

Mihir Patel — President

Full Name — Title

Applicant Signature — 7/29/23

Applicant Signature — Date

Full Name — Title

Applicant Signature — Date

SURVEILLANCE CAMERA CONDITIONS

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

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

Applicant hereby agrees to these conditions: _____ **Date:** 7/29/23

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

AFFIDAVIT

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

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

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

Please sign below:

Mihir Patel	President	10/25/2023
Name	Title	Date

Name	Title	Date

Subscribed and sworn to before me this

25th day of October, 2023.

WILLIAM CORSARO II
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 20, 2024

Notary Public

My commission expires: 6/20/2024

STATE OF ILLINOIS

ILLINOIS GAMING BOARD

VIDEO GAMING ESTABLISHMENT LICENSE

OM SWAMI CRYSTAL LAKE INC. - 230700673
d/b/a PAPA SAVARIO'S PIZZERIA
540 E TERRA COTTA AVE SUITE A
CRYSTAL LAKE, IL 60014

License No:	230700673
Date Issued:	10/26/2023
Expiration Date:	10/2025

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

Marcus D. Fruchter
Administrator

EXCLUSIVE LOCATION AND VIDEO GAMING TERMINAL AGREEMENT

This Exclusive Location and Video Gaming Terminal Agreement (the or this "**Agreement**") entered into this 8th day of March, 2023, by and between GOLD RUSH AMUSEMENTS, INC., an Illinois corporation ("**Gold Rush**"), and OM Swami Crystal Lake Inc. ("**Establishment**"). Gold Rush is an Illinois licensed terminal operator under the Illinois Video Gaming Act (the "**Act**"). Gold Rush's mailing address is 5277 Trillium Blvd., Hoffman Estates, IL 60192. Establishment holds Liquor License Number IA-1153105, and is or shall use all commercially reasonable efforts to become an Illinois Licensed Establishment under the Act. Establishment's address is: 540 E Terra Cotta Ave., Ste A, Crystal Lake, IL 60014 (the "**Premises**").

Gold Rush and Establishment agree that during and throughout the term of this Agreement Gold Rush shall have the sole and exclusive right to provide Video Gaming Terminals, Payout Devices, and all ancillary equipment (collectively, the "**Gaming Property**") to the Establishment and the Premises. Establishment will allow Gold Rush and its agents to access the Premises to install, service, maintain, replace and remove the Gaming Property. Establishment will allow Gold Rush to place the Gaming Property in a prominent location consistent with the Act, the rules and regulations adopted thereunder, and any written policy issued by the Illinois Gaming Board ("IGB"), as may be amended or adopted from time to time (collectively, the "**Video Gaming Laws**"). Establishment shall have no ownership right in the Gaming Property and Gold Rush shall have the unilateral right to remove or modify the number of Video Gaming Terminals. Establishment agrees that it will not, and will not permit any third party to (i) alter, repair, modify, tamper with or attempt to alter, repair or modify, tamper with any Gaming Property; (ii) interfere with the operation of the Gaming Property; (iii) move or change the location of the Gaming Property; and (iv) take all reasonable measures to provide for the proper use and safety of the Gaming Property. Damage to the Gaming Property caused in whole or in part by Establishment or any employee, invitee, customer or patron of Establishment shall be the sole responsibility of Establishment. Establishment shall be solely responsible for: (i) all damages to the Gaming Property caused by any attempted or completed burglary or robbery of the Establishment, and (ii) all lost or stolen money from the Gaming Property, unless such damages and/or lost or stolen money are covered by insurance. Gold Rush is not responsible for: (i) any wear and tear to the Premises caused by the Gaming Property; or (ii) liability caused after the installation or during the operation of Gaming Property on the Premises. Gold Rush shall keep the Gaming Property in good working order in accordance with the generally accepted standards of the State of Illinois' video gaming industry.

This Agreement is effective upon signing and shall have an initial term ending eight (8) years (the "**Term**") from the date the Gaming Property is installed and becomes operational for public use (the "**Live Date**") in the Establishment. Establishment hereby acknowledges and agrees that it is prohibited from negotiating or entering into an agreement with respect to the placement of Video Gaming Terminals on the Premises with any other party prior to the expiration of the Term.

Net Terminal Income shall be split between Gold Rush and Establishment in accordance with the Video Gaming Laws.

This Agreement or summary of this Agreement may be filed or recorded by Gold Rush with any official office designated by the State of Illinois or its agents. This Agreement constitutes the entire agreement of the parties, supersedes any prior understandings, whether oral or written, relating to the subject matter hereof and may only be amended, modified or supplemented by a writing signed by all of the parties hereto. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same means ascribed to them in the Video Gaming Laws.

Establishment represents and warrants to Gold Rush that Establishment has not executed, entered into or agreed to execute or enter into any other agreement, written or oral, with respect to the placement of Video Gaming Terminals in or at the Establishment or Premises. Establishment hereby indemnifies and holds harmless Gold Rush and each of its successors, assigns for any loss, cost or expenses (including but not limited to reasonable attorney's fees) suffered or incurred by such indemnitees on account of a breach of the foregoing representations and warranties.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns. This Agreement shall not terminate in the event of a sale of the Establishment and/or the Premises, and a successor of the Establishment and/or the Premises shall be obligated hereunder during the remaining term and any renewal term of this Agreement. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid. Gold Rush may not assign and/or transfer this Agreement and its rights and/or obligations hereunder except: (i) to another licensed terminal operator; or (ii) as may otherwise be permitted by the Video Gaming Laws. Establishment will be released from any continuing contractual obligation to Gold Rush in the event that Gold Rush has its license revoked (pursuant to a final order of the IGB and the Video Gaming Laws) or surrenders its license. This Agreement shall terminate if an applicant for the Establishment is denied pursuant to a final IGB order or the Establishment is not renewed pursuant to a final IGB order.

All notices required or desired to be given under this Agreement shall be in writing and either delivered by: (i) via certified mail return receipt requested; or (ii) messenger or overnight courier service, to be addressed to the address of the party as stated above or to such other address as either party may from time to time designate by written notice to the other party.

The parties hereto hereby severally indemnify and hold harmless the State of Illinois, the IGB and their respective agents for any cause of action, loss, cost or expense (including attorney's fees) suffered or incurred by such indemnitees on account of or arising under this Agreement. The parties expressly acknowledge that no inducement was offered or accepted in exchange for the execution of this Agreement or the placement or operation of the Gaming Property in the Establishment or Premises.

This Agreement is subject to the review and approval by the IGB. The parties agree to modify and amend this Agreement to the extent necessary to comply with a change in Illinois statutes, IGB rules, an IGB directive or order or any change in the Video Gaming Laws. IN WITNESS WHEREOF, the parties state that they are duly authorized and empowered to execute this Agreement on the day and year first written above.

GOLD RUSH AMUSEMENTS, INC.	LICENSED ESTABLISHMENT:
By:	By:
Printed Name: Rick Heidner	Printed Name: Mihir Patel
Title: Secretary	Title: President
	Doing Business As: Papa Saverio's Pizzeria
SALES AGENT:	I acknowledge receipt of a fully executed copy of this Agreement.
By:	MP.
Printed Name: Nathan R. Heidner	Initials

NR32P6-16

Key Feature



- Up to 16-ch IP camera inputs
- H.265+/H.265/H.264+/H.264 video formats
- 2-ch@8 MP/4-ch@4 MP decoding capacity
- Up to 160 Mbps incoming bandwidth



Professional and Reliability

- H.265+ compression effectively reduces the storage space by up to 75%

HD Video Output

- Provide independent HDMI and VGA outputs
- HDMI video output at up to 4K resolution

Storage and Playback

- 2 SATA interface for HDD connection (up to 8 TB capacity per HDD)
- Smart search/smart playback to improve the playback efficiency

Smart Function

- Support multiple VCA (Video Content Analytics) events
- Configurable special camera smart functions, such as VCA detection (motion, line crossing, intrusion, etc.) and ANPR

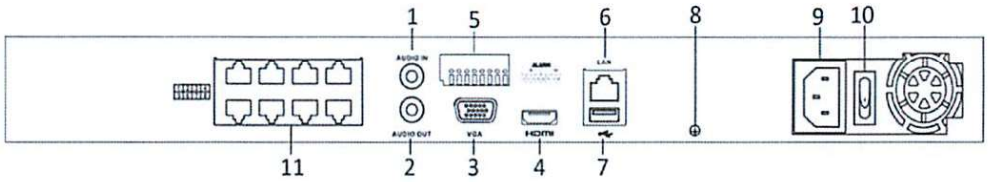
Network & Ethernet Access

- 16 independent PoE network interfaces
- 1 self-adaptive 10/100/1000 Mbps Ethernet interface
- Guarding Vision for easy network management

Specification

Model	NR32P6-16
Video and Audio	
IP video input	16-ch
	Up to 8 MP resolution
Incoming bandwidth	160 Mbps
Outgoing bandwidth	160 Mbps
HDMI output	1-ch, 4K (3840 x 2160)/30 Hz, 2K (2560 x 1440)/60 Hz, 1920 x 1080/60 Hz, 1600 x 1200/60 Hz, 1280 x 1024/60 Hz, 1280 x 720/60 Hz
VGA output	1-ch, 1920 × 1080/60 Hz, 1280 × 1024/60 Hz, 1280 × 720/60 Hz
Video output mode	HDMI/VGA independent output
CVBS output	N/A
Audio output	1-ch, RCA (Linear, 1 KΩ)
Two-way audio input	1-ch, RCA (2.0 Vp-p, 1 KΩ, using the audio input)
Decoding	
Decoding format	H.265+/H.265/H.264+/H.264
Recording resolution	8 MP/6 MP/5 MP/4 MP/3 MP/1080p/UXGA/720p/VGA /4CIF/DCIF/2CIF/CIF/QCIF
Synchronous playback	16-ch
Capability	2-ch@8 MP (30 fps)/4-ch@4 MP (30 fps)
Stream type	Video, Video & Audio
Audio compression	G.711ulaw/G.711alaw/G.722/G.726
Network	
Remote connection	128
Network protocol	TCP/IP, DHCP, IPv4, IPv6, DNS, DDNS, NTP, RTSP, SADP, SMTP, SNMP, NFS, iSCSI, ISUP, UPnP™, HTTP, HTTPS
Network interface	1, RJ-45 10/100/1000 Mbps self-adaptive Ethernet interface
PoE	
Interface	16, RJ-45 10/100 Mbps self-adaptive Ethernet interface
Power	≤ 200 W
Supported standard	IEEE 802.3 af/at
Auxiliary Interface	
SATA	2 SATA interface
Capacity	Up to 8 TB capacity for each disk
Alarm in/out	4/1
USB interface	Front panel: 1 × USB 2.0; Rear panel: 1 × USB 3.0
General	
Power supply	100 to 240VAC, 50 to 60Hz, 1A
Consumption (without HDD and PoE off)	≤ 15 W
Working temperature	-10 °C to 55 °C (14 °F to 131 °F)
Working humidity	10% to 90%
Dimension (W × D × H)	385 × 315 × 52 mm (15.2" × 12.4" × 2")
Weight (without HDD)	≤ 3 kg (6.6 lb)
Certification	
FCC	Part 15 Subpart B, ANSI C63.4-2014
CE	EN 55032: 2015, EN 61000-3-2, EN 61000-3-3, EN 50130-4, EN 55035: 2017

Physical Interface

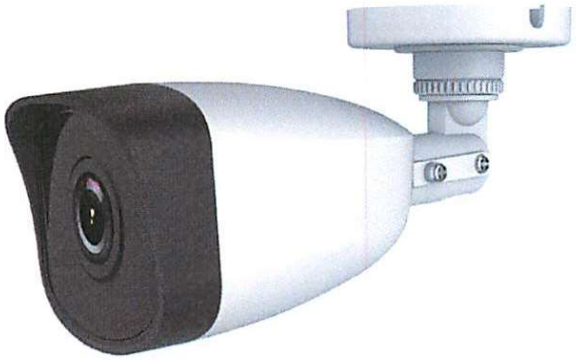


NOTE

NR32P6-16 provide 16 network Interfaces with PoE function.

Index	Description	Index	Description
1	AUDIO IN	7	USB 3.0 Interface.
2	AUDIO OUT	8	GND
3	VGA Interface	9	100 to 240 VAC power supply
4	HDMI Interface	10	Power Switch
5	Controller Port, Alarm In/Alarm Out	11	Network Interfaces with PoE function
6	LAN Network Interface		

NC224-MB/U
4 MP Fixed Bullet Network Camera



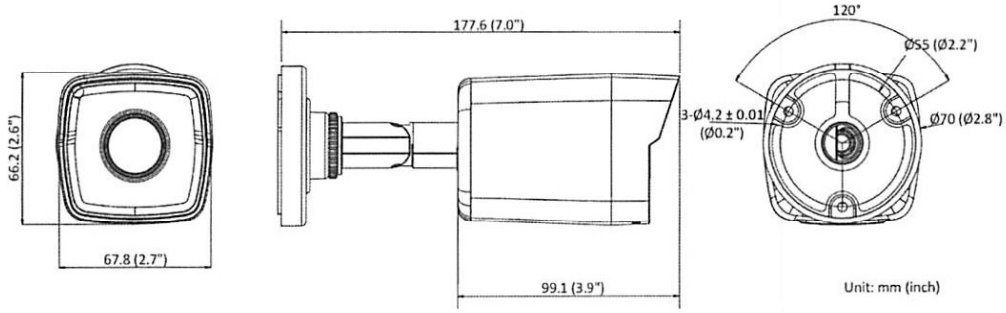
- High quality imaging with 4 MP resolution
- Efficient H.265+ compression technology
- Clear imaging even with strong back lighting due to 120 dB WDR
- Water and dust resistant (IP67)
- EXIR 2.0: advanced infrared technology with long IR range
- Built-in microphone for real-time audio security

▪ Specification

Camera	
Image Sensor	1/3" progressive scan CMOS
Min. Illumination	Color: 0.01 Lux @(F2.0, AGC ON), B/W: 0 Lux with IR
Shutter Speed	1/3 s to 1/100, 000 s
Slow Shutter	Yes
Wide Dynamic Range	120 dB
Day & Night	IR cut filter
Angle Adjustment	Pan: 0° to 360°, tilt: 0° to 180°, rotate: 0° to 360°
Lens	
Focal Length & FOV	2.8 mm, horizontal FOV 98.0°, vertical FOV 53.1°, diagonal FOV 114.7° 4 mm, horizontal FOV 78.7°, vertical FOV 43.1°, diagonal FOV 92.3°
Lens Mount	M12
Focus	Fixed
Aperture	F2.0
Illuminator	
IR Wavelength	850 nm
IR Range	Up to 30 m
Video	
Max. Resolution	2560 × 1440
Main Stream	50 Hz: 20 fps (2560 × 1440) 25 fps (2304 × 1296, 1920 × 1080, 1280 × 720) 60 Hz: 20 fps (2560 × 1440) 30 fps (2304 × 1296, 1920 × 1080, 1280 × 720)
Sub-Stream	50 Hz: 25 fps (640 × 480, 640 × 360) 60 Hz: 30 fps (640 × 480, 640 × 360)
Video Compression	Main stream: H.265/H.264 Sub-stream: H.265/H.264/MJPEG
Video Bit Rate	32 Kbps to 8 Mbps
H.264 Type	Baseline Profile/Main Profile/High Profile
H.265 Type	Main Profile
H.264+	Main stream supports
H.265+	Main stream supports
Region of Interest (ROI)	1 fixed region for main stream
Network	
Protocols	TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP™, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour, IPv4, UDP, SSL/TLS
Simultaneous Live View	Up to 6 channels
API	Open Network Video Interface, ISAPI
User/Host	Up to 32 users. 3 levels: administrator, operator and user
Network Storage	NAS (NFS, SMB/CIFS), ANR
Client	iVMS-4200, Hik-Connect
Web Browser	Plug-in required live view: IE 10+ Plug-in free live view: Chrome 57.0+, Firefox 52.0+ Local service: Chrome 57.0+, Firefox 52.0+

Image	
Image Settings	Saturation, brightness, contrast, sharpness, AGC, white balance adjustable by client software or web browser
Day/Night Switch	Auto, Schedule, Day, Night
Image Enhancement	BLC, 3D DNR
Interface	
Ethernet Interface	1 RJ45 10 M/100 M self-adaptive Ethernet port
On-Board Storage	Built-in memory card slot, support microSD card, up to 256 GB
Built-in Microphone	Yes
Hardware Reset	Yes
Event	
Basic Event	Motion detection, video tampering alarm, exception
General	
Linkage Method	Upload to FTP, notify surveillance center, send email upload to memory card, trigger recording, trigger capture
Camera Material	Metal & Plastic
Camera Dimension	177.6 mm × 66.2 mm × 67.8 mm (7.0" × 2.6" × 2.7")
Package Dimension	216 mm × 121 mm × 118 mm (8.5" × 4.8" × 4.6")
Camera Weight	Approx. 270 g (0.6 lb.)
With Package Weight	Approx. 490 g (1.1 lb.)
Storage Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity: 95% or less (non-condensing)
Startup and Operating Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity: 95% or less (non-condensing)
Web Client Language	English, Ukrainian
General Function	Anti-flicker, heartbeat, mirror, password protection, privacy mask, watermark, IP address filter
Firmware Version	V5.5.120
Power Consumption and Current	12 VDC, 0.4 A, max. 5 W PoE: (802.3af, 36 V to 57 V), 0.2 A to 0.15 A, max. 6.5 W
Power Supply	12 VDC ± 25% PoE: 802.3af, Class 3
Power Interface	Ø5.5 mm coaxial power plug
Approval	
EMC	FCC SDoC (47 CFR Part 15, Subpart B); CE-EMC (EN 55032: 2015, EN 61000-3-2: 2014, EN 61000-3-3: 2013, EN 50130-4: 2011 +A1: 2014); RCM (AS/NZS CISPR 32: 2015); IC VoC (ICES-003: Issue 6, 2016); KC (KN 32: 2015, KN 35: 2015)
Safety	UL (UL 60950-1); CB (IEC 60950-1:2005 + Am 1:2009 + Am 2:2013, IEC 62368-1:2014); CE-LVD (EN 60950-1:2005 + Am 1:2009 + Am 2:2013, IEC 62368-1:2014); BIS (IS 13252(Part 1):2010+A1:2013+A2:2015)
Environment	CE-RoHS (2011/65/EU); WEEE (2012/19/EU); Reach (Regulation (EC) No 1907/2006)
Protection	IP67 (IEC 60529-2013)

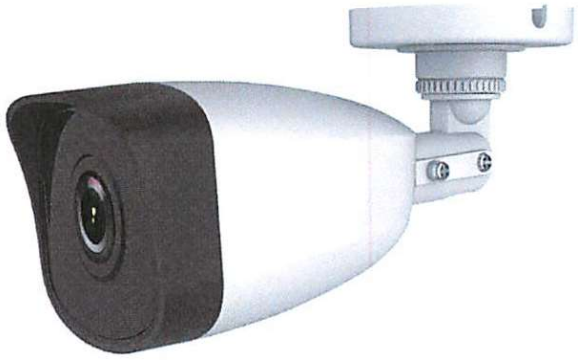
Dimension



- **Accessory**
- **Optional**

DS-1280ZJ-XS
Junction Box


NC224-MB/U
4 MP Fixed Bullet Network Camera





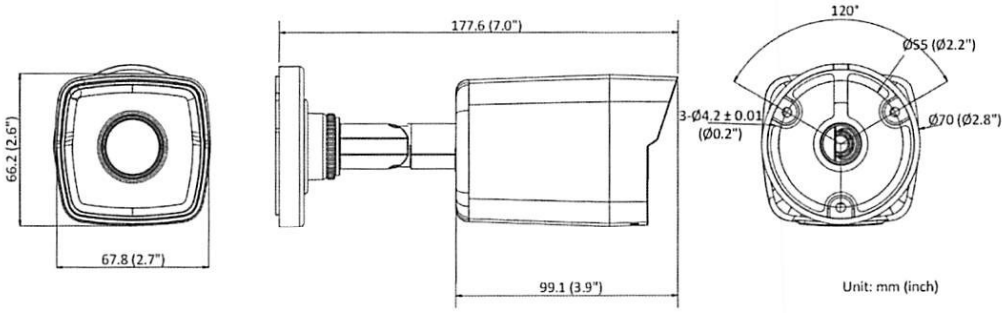
- High quality imaging with 4 MP resolution
- Efficient H.265+ compression technology
- Clear imaging even with strong back lighting due to 120 dB WDR
- Water and dust resistant (IP67)
- EXIR 2.0: advanced infrared technology with long IR range
- Built-in microphone for real-time audio security

▪ Specification

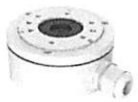
Camera	
Image Sensor	1/3" progressive scan CMOS
Min. Illumination	Color: 0.01 Lux @(F2.0, AGC ON), B/W: 0 Lux with IR
Shutter Speed	1/3 s to 1/100, 000 s
Slow Shutter	Yes
Wide Dynamic Range	120 dB
Day & Night	IR cut filter
Angle Adjustment	Pan: 0° to 360°, tilt: 0° to 180°, rotate: 0° to 360°
Lens	
Focal Length & FOV	2.8 mm, horizontal FOV 98.0°, vertical FOV 53.1°, diagonal FOV 114.7° 4 mm, horizontal FOV 78.7°, vertical FOV 43.1°, diagonal FOV 92.3°
Lens Mount	M12
Focus	Fixed
Aperture	F2.0
Illuminator	
IR Wavelength	850 nm
IR Range	Up to 30 m
Video	
Max. Resolution	2560 × 1440
Main Stream	50 Hz: 20 fps (2560 × 1440) 25 fps (2304 × 1296, 1920 × 1080, 1280 × 720) 60 Hz: 20 fps (2560 × 1440) 30 fps (2304 × 1296, 1920 × 1080, 1280 × 720)
Sub-Stream	50 Hz: 25 fps (640 × 480, 640 × 360) 60 Hz: 30 fps (640 × 480, 640 × 360)
Video Compression	Main stream: H.265/H.264 Sub-stream: H.265/H.264/MJPEG
Video Bit Rate	32 Kbps to 8 Mbps
H.264 Type	Baseline Profile/Main Profile/High Profile
H.265 Type	Main Profile
H.264+	Main stream supports
H.265+	Main stream supports
Region of Interest (ROI)	1 fixed region for main stream
Network	
Protocols	TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP™, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour, IPv4, UDP, SSL/TLS
Simultaneous Live View	Up to 6 channels
API	Open Network Video Interface, ISAPI
User/Host	Up to 32 users. 3 levels: administrator, operator and user
Network Storage	NAS (NFS, SMB/CIFS), ANR
Client	iVMS-4200, Hik-Connect
Web Browser	Plug-in required live view: IE 10+ Plug-in free live view: Chrome 57.0+, Firefox 52.0+ Local service: Chrome 57.0+, Firefox 52.0+

Image	
Image Settings	Saturation, brightness, contrast, sharpness, AGC, white balance adjustable by client software or web browser
Day/Night Switch	Auto, Schedule, Day, Night
Image Enhancement	BLC, 3D DNR
Interface	
Ethernet Interface	1 RJ45 10 M/100 M self-adaptive Ethernet port
On-Board Storage	Built-in memory card slot, support microSD card, up to 256 GB
Built-in Microphone	Yes
Hardware Reset	Yes
Event	
Basic Event	Motion detection, video tampering alarm, exception
General	
Linkage Method	Upload to FTP, notify surveillance center, send email upload to memory card, trigger recording, trigger capture
Camera Material	Metal & Plastic
Camera Dimension	177.6 mm × 66.2 mm × 67.8 mm (7.0" × 2.6" × 2.7")
Package Dimension	216 mm × 121 mm × 118 mm (8.5" × 4.8" × 4.6")
Camera Weight	Approx. 270 g (0.6 lb.)
With Package Weight	Approx. 490 g (1.1 lb.)
Storage Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity: 95% or less (non-condensing)
Startup and Operating Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity: 95% or less (non-condensing)
Web Client Language	English, Ukrainian
General Function	Anti-flicker, heartbeat, mirror, password protection, privacy mask, watermark, IP address filter
Firmware Version	V5.5.120
Power Consumption and Current	12 VDC, 0.4 A, max. 5 W PoE: (802.3af, 36 V to 57 V), 0.2 A to 0.15 A, max. 6.5 W
Power Supply	12 VDC ± 25% PoE: 802.3af, Class 3
Power Interface	Ø5.5 mm coaxial power plug
Approval	
EMC	FCC SDoC (47 CFR Part 15, Subpart B); CE-EMC (EN 55032: 2015, EN 61000-3-2: 2014, EN 61000-3-3: 2013, EN 50130-4: 2011 +A1: 2014); RCM (AS/NZS CISPR 32: 2015); IC VoC (ICES-003: Issue 6, 2016); KC (KN 32: 2015, KN 35: 2015)
Safety	UL (UL 60950-1); CB (IEC 60950-1:2005 + Am 1:2009 + Am 2:2013, IEC 62368-1:2014); CE-LVD (EN 60950-1:2005 + Am 1:2009 + Am 2:2013, IEC 62368-1:2014); BIS (IS 13252(Part 1):2010+A1:2013+A2:2015)
Environment	CE-RoHS (2011/65/EU); WEEE (2012/19/EU); Reach (Regulation (EC) No 1907/2006)
Protection	IP67 (IEC 60529-2013)

Dimension



- **Accessory**
- **Optional**

DS-1280ZJ-XS Junction Box


Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: 1. Special Use Permit to allow a sit-down restaurant

2. Final PUD Amendment to allow a variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces

Petitioner: Andres Aguilar
35 E. Berkshire Drive

PZC Recommendation: To approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Special Use Permit to allow a sit-down restaurant and a Final PUD Amendment to allow a variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces at the 35 E. Berkshire Drive

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

Background:

- Request: The petitioner is requesting a Special Use Permit to allow a sit-down restaurant per Ordinances No. 2563 and 3526, and a Variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces within Coventry Plaza.
- Land Use: The Comprehensive Land Use map shows the area as Commerce, which is an appropriate land use designation.
- Zoning: The site is zoned B-1 PUD Neighborhood Business, which permits uses that are intended to serve the neighborhood, and not multiple neighborhoods, City-wide or region-wide.
- In 1985, Coventry Plaza was rezoned from B-1 zoning district to B-1 PUD zoning district. The adopted PUD includes a list of specific permitted uses, in addition to any normally permitted uses in the B-1 Neighborhood Business zoning district. Sit-down restaurants were specifically prohibited.
- The intent of the adopted PUD was to allow relief from the B-1 zoning district permitted use list that maintains some protection to the surrounding residences while expanding the convenience of retail sales and services within limitations.

- In 1992, the PUD ordinance was amended to allow sit-down restaurants as a special use permit (SUP).
- The petitioner is requesting to allow a sit-down restaurant. The restaurant is currently take-out only. The proposal is to become a dine-in, full-service restaurant with 64 seats.
- In order to accommodate additional seating, the petitioner will expand from one unit to two.
- Other uses in the center include: cleaners/laundromat, hair salon, Dairy Queen, bakeries and retail uses such as a piano store, smoke store, and barbeque supply store.
- The variation request from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces accounts for all the required parking for the current businesses in the shopping center.

PZC Highlights:

- The petitioners spoke to their request. They would like to expand their restaurant from one unit to two units and change from carry-out only to a full service, sit-down restaurant.
- PZC was initially concerned with the parking variation. They did not want it to create a parking problem in the future. However, they noted the parking lot is not full now. They spoke to the other users and the restaurant's anticipated peak hours being the evening.
- The PZC was ultimately supportive of the request and found it met the Findings of Fact.

The PZC recommended **approval (6-0)** of the petitioners' request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
    A. Application (Andres Aguilar, dated 09/13/2023, received 09/14/2023)
    B. Floor Plan (Andres Aguilar, received 09/14/2023)

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

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Special Use Permit to allow a sit-down restaurant and Final PUD Amendment to allow a variation from the required parking at 35 E. Berkshire 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: 12/10/23
Signature

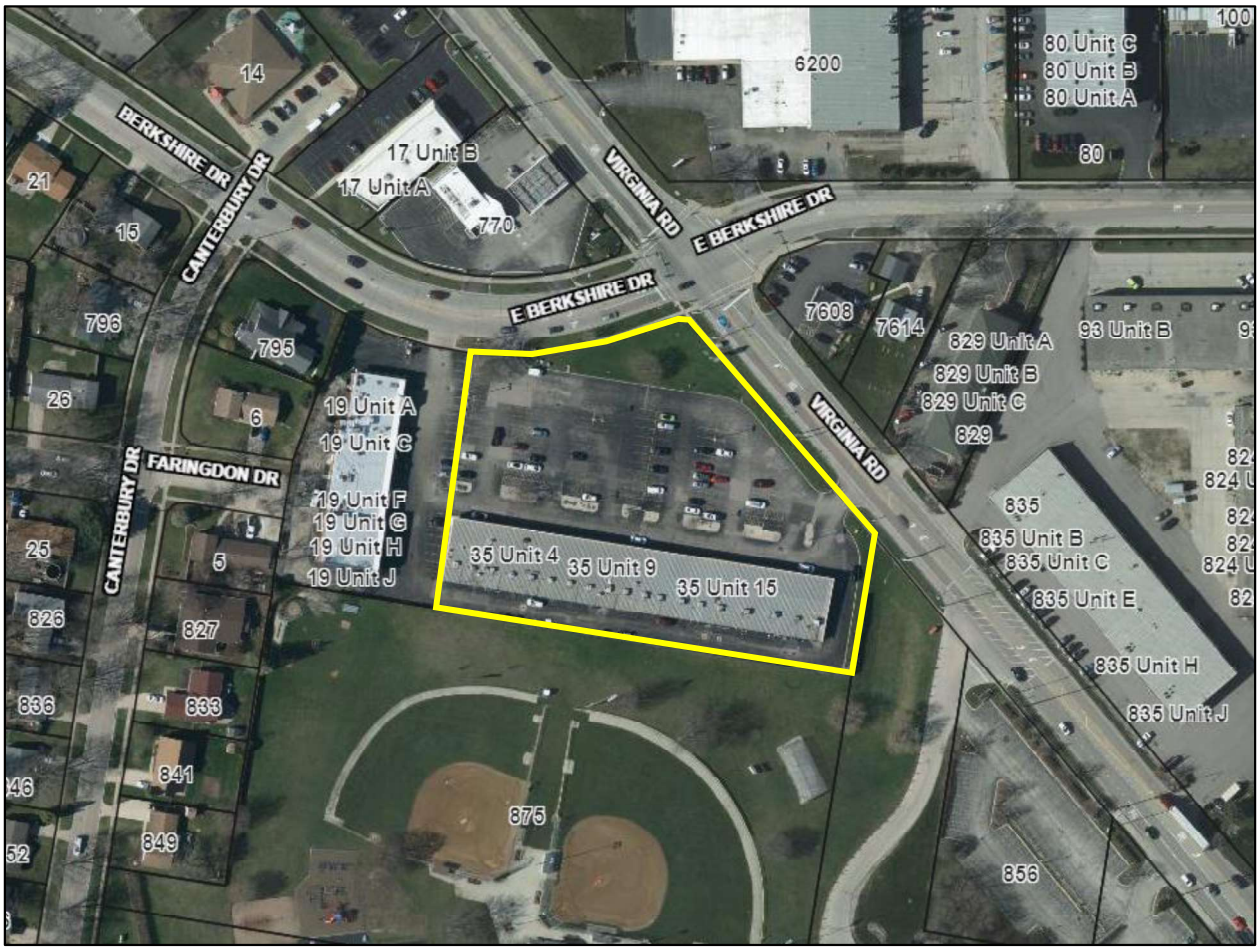
Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Andres Aguilar, dated 09/13/2023, received 09/14/2023)
   B. Floor Plan (Andres Aguilar, received 09/14/2023)

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

PIQ Map

35 E. Berkshire Drive



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND FINAL PLANNED UNIT DEVELOPMENT AMENDMENT AT 35 E. BERSHIRE DRIVE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-193) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Special Use Permit to allow a sit-down restaurant and a Final Planned Unit Development Amendment to allow a variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces at 35 E. Berkshire Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on November 18, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on December 6, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit and Final Planned Unit Development Amendment; and

WHEREAS, on December 6, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Special Use Permit and Final Planned Unit Development Amendment be approved, as documented in the minutes, and

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

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

Section I: That a Special Use Permit to allow a sit-down restaurant and a Final Planned Unit Development Amendment to allow a variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces at 35 E. Berkshire Drive, (19-08-426-010), Crystal Lake, Illinois is hereby approved.

Section II: Said Special Use Permit and Final Planned Unit Development Amendment is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Andres Aguilar, dated 09/13/2023, received 09/14/2023)
   B. Floor Plan (Andres Aguilar, received 09/14/2023)

Draft

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

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

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

DATED at Crystal Lake, Illinois, this 19th day of December, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: December 19, 2023
Approved: December 19, 2023

#2023-193
35 E. Berkshire Drive – SUP and Final PUD Amendment
Project Review for Planning and Zoning Commission

Meeting Date:	December 6, 2023
Request:	Special Use Permit to allow a sit-down restaurant and a Final PUD Amendment to allow a variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces.
Location:	35 E. Berkshire Drive
Acreage:	Approximately 1,200 square feet
Existing Zoning:	B-1 PUD – Neighborhood Business PUD
Surrounding Properties:	North: B-2 – General Commercial South: R-2 – Single-Family Residential East: RE – Residential Estate West: B-1 – Neighborhood Business
Staff Contact:	Katie Rivard (815.356.3612)

Background:

- Existing Use: The subject property is the existing Coventry Plaza shopping center.
- Previous Approvals:
    - In 1985, Coventry Plaza was rezoned from B-1 zoning district to B-1 PUD zoning district. The adopted PUD includes a list of specific permitted uses, in addition to any normally permitted uses in the B-1 Neighborhood Business zoning district. Sit-down restaurants were specifically prohibited.
    - The intent of the adopted PUD was to allow relief from the B-1 zoning district permitted use list that maintains some protection to the surrounding residences while expanding the convenience of retail sales and services within limitations.
    - In 1992, the PUD ordinance was amended to allow sit-down restaurants as a special use permit (SUP).

Development Analysis:

General

- Request: The petitioner is requesting a Special Use Permit to allow a sit-down restaurant per Ordinances No. 2563 and 3526, and a Variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces within Coventry Plaza.
- Land Use: The Comprehensive Land Use map shows the area as Commerce, which is an appropriate land use designation.
- Zoning: The site is zoned B-1 PUD Neighborhood Business, which permits uses that are intended to serve the neighborhood, and not multiple neighborhoods, City-wide or region-wide.
- The petitioner is requesting to allow a sit-down restaurant. The restaurant is currently take-out only. The proposal is to become a dine-in, full-service restaurant with 64 seats.
- In order to accommodate additional seating, the petitioner will expand from one unit to two.
- Other uses in the center include: cleaners/laundromat, hair salon, Dairy Queen, bakeries and retail uses such as a piano store, smoke store, and barbeque supply store.
- The variation request from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces accounts for all the required parking for the current businesses in the shopping center.

Findings of fact:

SPECIAL USE PERMIT
Special Uses require a separate review because of their potential to impact surrounding properties and the orderly development of the City. Section 2-400 of the Unified Development Ordinance establishes standard for all Special Uses in Crystal Lake. The criteria are as follows:

1. That the proposed use is necessary or desirable, at the location involved, to provide a service or facility which will further the public convenience and contribute to the general welfare of the neighborhood or community.

   ☒ *Meets* ☐ *Does not meet*

2. That the proposed use will not be detrimental to the value of other properties or improvements in the vicinity.

   ☒ *Meets* ☐ *Does not meet*

3. That the proposed use will comply with the regulations of the zoning district in which it is located and this Ordinance generally, including, but not limited to, all applicable yard and bulk regulations, parking and loading regulations, sign control regulations, watershed, wetlands, and flood plain regulations, Building and Fire Codes and all other applicable City Ordinances.

   ☒ *Meets* ☐ *Does not meet*

4. That the proposed use will not negatively impact the existing off-site traffic circulation; will adequately address on-site traffic circulation; will provide adequate on-site parking facilities; and, if required, will contribute financially, in proportion to its impact, to upgrading roadway and parking systems.

   ☒ *Meets* ☐ *Does not meet*

5. That the proposed use will not negatively impact existing public utilities and municipal service delivery systems and, if required, will contribute financially, in proportion to its impact, to the upgrading of public utility systems and municipal service delivery systems.

   ☒ *Meets* ☐ *Does not meet*

6. That the proposed use will not impact negatively on the environment by creating air, noise, or water pollution; ground contamination; or unsightly views.

   ☒ *Meets* ☐ *Does not meet*

7. That the proposed use will maintain, where possible, existing mature vegetation; provide adequate screening to residential properties; provide landscaping in forms of ground covers, trees and shrubs; and provide architecture, which is aesthetically appealing, compatible or complementary to surrounding properties and acceptable by community standards, as further detailed in Article 4, Development and Design Standards.

   ☒ *Meets* ☐ *Does not meet*

8. That the proposed use will meet standards and requirements established by jurisdictions other than the City such as Federal, State or County statutes requiring licensing procedures or health/safety inspections, and submit written evidence thereof.

   ☒ *Meets* ☐ *Does not meet*

9. That the proposed use shall conform to any stipulations or conditions approved as part of a Special Use Permit issued for such use.

   ☒ *Meets* ☐ *Does not meet*

10. That the proposed use shall conform to the standards established for specific special uses as provided in this section.

    ☒ *Meets* ☐ *Does not meet*

FINAL PLANNED UNIT DEVELOPMENT AMENDMENT

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

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

Therefore more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. If the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation request be lessened or denied.

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

Article 4-200D.5 Full Service Restaurants:

- 1 space per 250 SF GFA or 1 space per 4 seats based upon the capacity of the fixed or moveable seating area, whichever is greater.
- To allow Coventry Plaza to have 109 spaces instead of 124 spaces, a variation of 15 spaces.

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use – Commerce

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

This can be accomplished with the following supporting action:

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Andres Aguilar, dated 09/13/2023, received 09/14/2023)
   B. Floor Plan (Andres Aguilar, received 09/14/2023)

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

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: LA FONDA REMODEL PROJECT Unit 10 + 11

Action Requested

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

Petitioner Information

Name: ANDRES AGUILAR

Address: [redacted]

Phone: 815 404-0209 / 815 403 6126

Fax: _____

E-mail: [redacted]

Owner Information (if different)

Name: BOB LAMPA

Address: _____

Phone: 847 8456303

Fax: _____

E-mail: _____ mail.com

Property Information

Project Description: COMBINING UNITS TO MAKE RESTROOMS AND SEATING FOR DINE IN RESTAURANT

Project Address/Location: 35 BERKSHIRE DR CRYSTAL LAKE IL UNIT #10

PIN Number(s): _____

Development Team

Please include address, phone, fax and e-mail

Developer: _____

Architect: _____

Attorney: _____

Engineer: _____

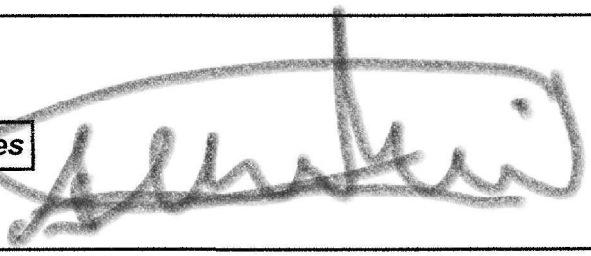
Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: _____

Signatures



09/ 13 / 2023

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

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

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, DECEMBER 6, 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, Mason, Repholz, Skluzacek, Smith and Teetsov and were present. Member Gronow was absent.

Elizabeth Maxwell, City Planner and Katie Rivard, Assistant City Planner, were present from Staff.

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

APPROVE MINUTES OF THE NOVEMBER 15, 2023 PLANNING AND ZONING COMMISSION MEETING
Mr. Skluzacek moved to approve the minutes from the November 15, 2023 regular Planning and Zoning Commission meeting. Ms. Teetsov seconded the motion. On voice vote, all members voted aye. Motion passed.

2023-36 – 7013 SANDS ROAD – NVA TRUCKING – REZONING, SPECIAL USE PERMIT, AND VARIATIONS – PUBLIC HEARING
Motion to ratify a continuation to a future Planning and Zoning Commission hearing date.

Mr. Smith moved to ratify the 12/1/2023 Continuance Order and move to continue the public hearing on Petition #2023-36 to January 24, 2024. Ms. Repholz seconded the motion. On voice vote, all members voted aye. Motion passed.

2023-193 – 35 E. BERKSHIRE DRIVE – ANTOJITOS MEXICANOS LA FONDA – SPECIAL USE PERMIT AND FINAL PUD AMENDMENT – PUBLIC HEARING
Special Use Permit to allow a sit-down restaurant and a Final PUD Amendment to allow a variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces.

Mr. Cesar Hernandez, accountant for restaurant, spoke to the request. He stated they are trying to expand the restaurant. They are in Unit #10 now, and would like to occupy #11 also. They want to be able to seat 64 people as they are currently carry-out only.

Mr. Greenman stated part of the request is a variation for parking. He asked the petitioner what the hardship is. Mr. Hernandez said if the owner doesn't get the change it is no problem.

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.

Staff summarized the request and history of the shopping center and the PUD.

Mr. Skluzacek asked if they are staying in the same unit. Mr. Hernandez stated the kitchen is staying the same but they need the space for seating. The unit is still occupied now but will be closing.

Ms. Repholz asked how many spaces are there now. Ms. Rivard responded there are 109 spaces. Ms. Repholz asked if the requirement was there for a reason, does that put a hardship on the other uses. Ms. Rivard explained the other uses. Mr. Hernandez stated most of the businesses are in and out. The patrons of the other businesses do not typically stay for long periods of time. The parking lot is usually not full. Ms. Repholz asked the hours of operation and will they change. Mr. Hernandez stated the hours are currently 10am-8pm, but they would like to stay open until 9pm.

Mr. Smith stated he has a slight concern even though the parking lot is not at capacity. The idea or goal is to have as many patrons visit as possible. Mr. Smith stated he does not see a hardship other than the center was developed a long time ago. He stated the petitioner is introducing the hardship. He loves the idea of a sit-down restaurant, but he is not sure how to get past the hardship for parking.

Ms. Mason stated she has the same concerns about parking.

Ms. Teetsov asked if there was on-street parking. The petitioner confirmed there is no on-street parking. Ms. Teetsov stated that with the other business there and the peak hours being in the evening, she was leaning towards supporting this. Especially since there has been a lot of turnover in the center. She stated there could be opportunities to mitigate the request to the potential impact on the rest of the properties.

Mr. Greenman asked how do we balance a good use of the property but also be protective of the other uses, especially if they are successful.

There was discussion on the parking requirements.

Ms. Teetsov asked about the delegation of parking spaces.

Mr. Smith asked how many users there are in the center. Ms. Rivard stated there are approximately 12 users. Mr. Smith stated the concern is if everyone comes in with similar request, parking would absolutely not be enough.

Mr. Hernandez said they would be willing to lower the number of seats to 50 or 54.

Mr. Greenman stated they are trying to find a balance.

Mr. Smith asked if it is typical to assume a certain business is allocated the entire parking for their business not taking into account the other business. Ms. Maxwell stated staff and the developers try to guess the mix of tenants when it is initially calculated. The parking is reevaluated with new users. All parking, access, etc. are shared. If there was a parking problem, patrons would leave and the businesses would hurt.

If patrons are parking on grass, the City would come out and evaluate. The parking lot is not full now so staff believes there is capacity for the proposed use.

Mr. Smith asked if the ordinance says the parking lot can be allocated to one business. Ms. Maxwell stated it is shared.

Mr. Skluzacek asked if the business leaving is taken into consideration. Ms. Maxwell stated yes. Staff adds up who is there, and the developer takes a best guess. There was discussion on the uses and parking requirements.

Mr. Greenman stated to consider when variations come before us, a PUD does give the opportunity to be more lenient if you think it fits in the property.

Ms. Teetsov made a motion to approve 2023-193 the Special Use Permit to allow a sit-down restaurant and a Final PUD Amendment to allow a variation from the required parking of 124 spaces to allow 109 spaces, a variation of 15 spaces with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
    A. Application (Andres Aguilar, dated 09/13/2023, received 09/14/2023)
    B. Floor Plan (Andres Aguilar, received 09/14/2023)

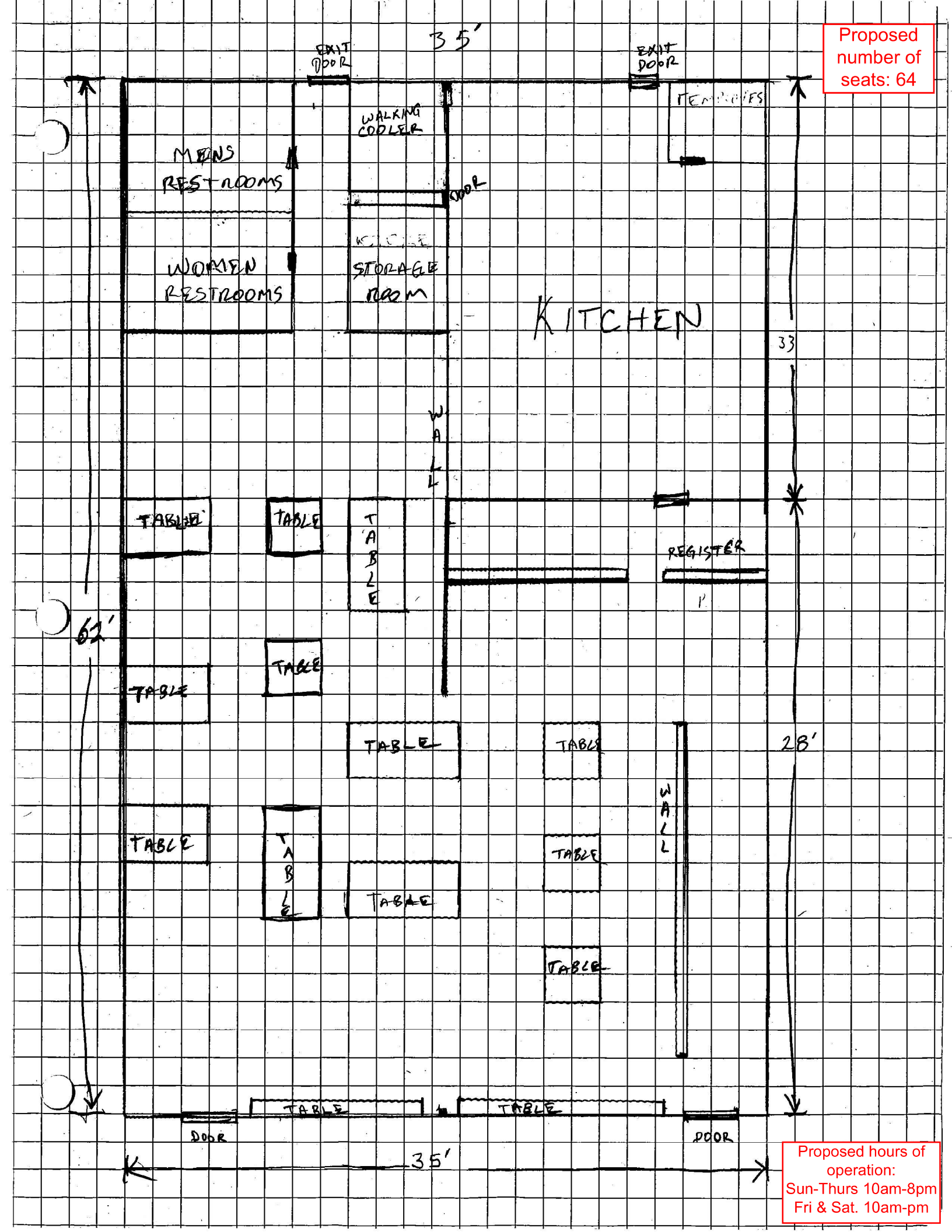
2. The Petitioner shall address all of the review comments and requirements of the Community Development Department.

Mr. Skluzacek seconded the motion. On roll call, Members Greenman, Mason, Repholz, Skluzacek, Smith and Teetsov voted yes. Motion passed 6-0.

2023-215 – 5786 NORTHWEST HIGHWAY – CRYSTAL POINT SHOPPING CENTER – BURLINGTON AND SIERRA – FINAL PLANNED UNIT DEVELOPMENT AMENDMENT – PUBLIC HEARING

Final Planned Unit Development Amendment to allow changes to the exterior elevations and a variation for signage for Burlington and Sierra Trading Post.

John Bradshaw, Senior Architect with Camburas Theodore was present to represent the petition. Mr. Bradshaw explained that Bed, Bath & Beyond has closed and Burlington is taking a portion of the tenant space and Sierra is taking the other portion. He explained the changes in the façade and the new colors and materials being used for these tenants. He stated Bed, Bath & Beyond was permitted 340 square feet of signage. Burlington is only requesting 218 square feet and Sierra is only requesting 204 square feet, so each tenant is under what was allowed for Bed, Bath & Beyond, but combined they are 422 square feet. This is an additional variation of 82 square feet of signage.


Proposed number of seats: 64
35'
EXIT DOOR
EXIT DOOR
WALKING COOLER
MENS RESTROOMS
DOOR
WOMEN RESTROOMS
STORAGE ROOM
KITCHEN
33
WALL
TABLE
TABLE
TABLE
REGISTER
62'
TABLE
TABLE
TABLE
TABLE
TABLE
TABLE
TABLE
TABLE
28'
WALL
TABLE
TABLE
DOOR
DOOR
35'
Proposed hours of operation:
Sun-Thurs 10am-8pm
Fri & Sat. 10am-pm

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Burlington and Sierra Trading

Request: Final Planned Unit Development Amendment to allow changes to the exterior elevations and a variation for increased signage to allow 218 square feet for Burlington and 204 square feet for Sierra Trading at 5786 Northwest Highway

Petitioner: John Bradshaw, petitioner
5786 Northwest Highway

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting the Final Planned Unit Development Amendment and Sign Variations at 5786 Northwest Highway.

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

Background:

- The property is the former Bed, Bath & Beyond space. This tenant was granted approvals with the original PUD and a sign variation to allow 340 square feet of signage.
- Burlington and Sierra Trading will be dividing the existing Bed, Bath, & Beyond space. Sierra Trading will be creating a new tenant space and storefront where there was previously a blank wall.
- Changes to the exterior elevations include:
    - Burlington will paint the end pillars the darker tan, Nomadic Desert. The main façade will be Pearly White and the new sign will be centered above the storefront.
    - The storefront for Sierra will feature stone columns, dark bronze window and door frames, a Milano white façade, and a new Wrangler Brown canopy.
- New sign variations are requested with Burlington requesting 218 square feet and Sierra requesting 204 square feet.

PZC Highlights:

- The Commission was pleased to see the changes to the center and appreciated the space being filled with new tenants.
- The PZC found that the petition met the Findings of Fact.

The PZC recommended **approval (6-0)** of the petitioners' request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bradshaw, received 10/24/23)
   B. Elevation (Nichiha, dated 10/16/23, received 10/24/23)
   C. Elevation (Camburas & Theodore, LTD, dated 10/06/23, received 10/24/23)
   D. Elevation (Camburas & Theodore, LTD, dated 11/14/23, received 11/16/23)
   E. Signage (Camburas & Theodore, LTD, dated 11/14/23, received 11/16/23)

2. Work with staff to replace any dead or dying foundation base landscape along the building façades.

3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments.

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Final PUD Amendment and Sign Variation at 5786 Northwest Highway. 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: 12-7-23
Signature

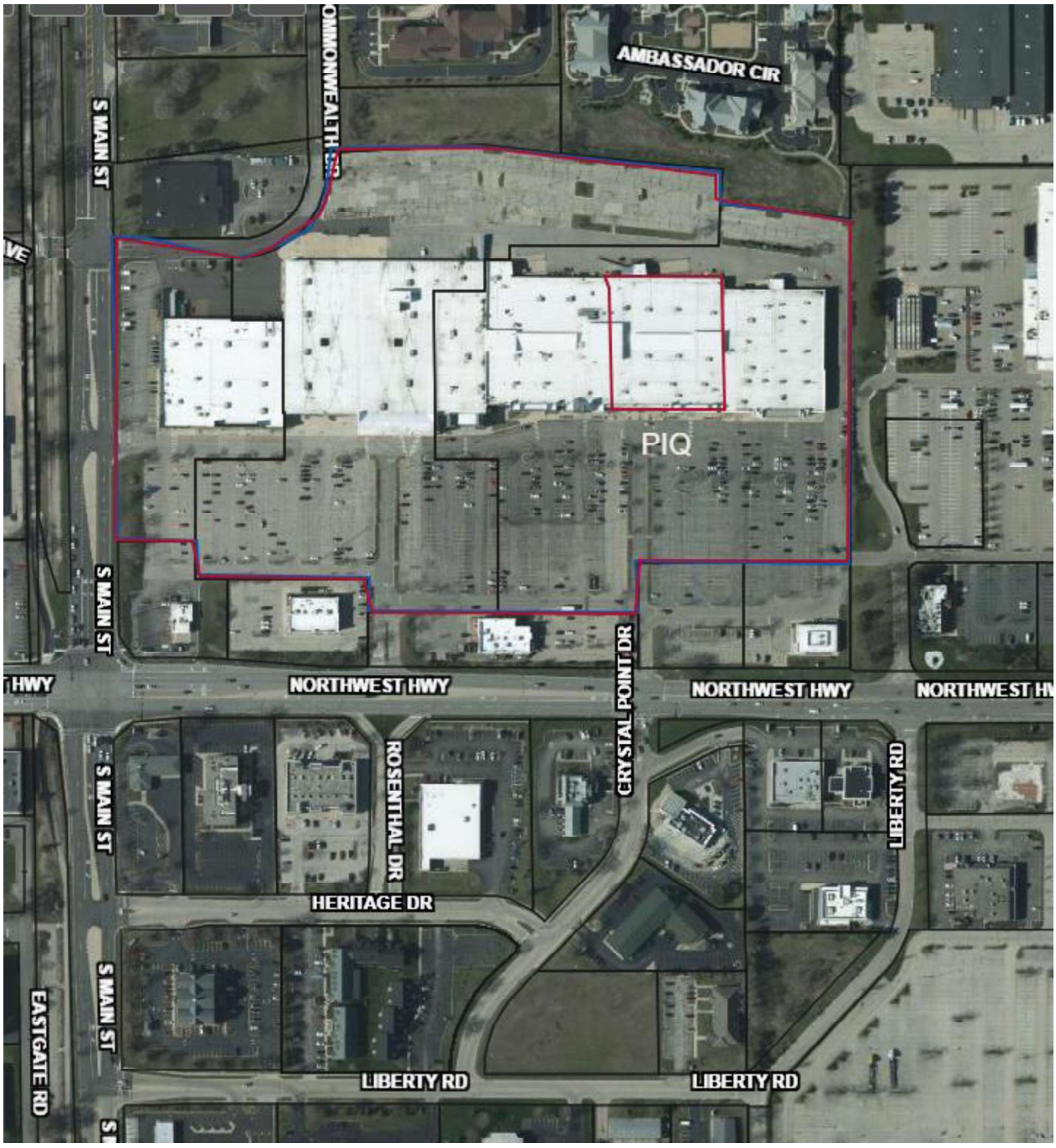
Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bradshaw, received 10/24/23)
   B. Elevation (Nichiha, dated 10/16/23, received 10/24/23)
   C. Elevation (Camburas & Theodore, LTD, dated 10/06/23, received 10/24/23)
   D. Elevation (Camburas & Theodore, LTD, dated 11/14/23, received 11/16/23)
   E. Signage (Camburas & Theodore, LTD, dated 11/14/23, received 11/16/23)

✔ 2. Work with staff to replace any dead or dying foundation base landscape along the building façades.

✔ 3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments.

PIQ Map
5786 Northwest Highway



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AMENDMENT TO ALLOW CHANGES TO THE EXTERIOR ELEVATIONS AND SIGN VARIATIONS FOR BURLINGTON AND SIERRA AT 5786 NORTHWEST HIGHWAY

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-215) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Final Planned Unit Development Amendment to allow changes to the exterior elevations and a variation for increased signage to allow 218 square feet for Burlington and 204 square feet for Sierra Trading at 5786 Northwest Highway (the former Bed, Bath & Beyond space); and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on November 18, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on December 6, 2023, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development Amendment and Sign Variations, and

WHEREAS, on December 6, 2023, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Final Planned Unit Development Amendment and Sign Variations be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Final Planned Unit Development Amendment and Sign Variations be issued as modified by the Planning and Zoning Commission.

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

Section I: That a Final Planned Unit Development Amendment and Sign Variations for Burlington and Sierra Trading at the property commonly known as 5786 Northwest Highway (19-04-351-011), Crystal Lake, Illinois is hereby approved.

Section II: Said Final Planned Unit Development Amendment and Sign Variations be issued with the following conditions:

Draft

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bradshaw, received 10/24/23)
   B. Elevation (Nichiha, dated 10/16/23, received 10/24/23)
   C. Elevation (Camburas & Theodore, LTD, dated 10/06/23, received 10/24/23)
   D. Elevation (Camburas & Theodore, LTD, dated 11/14/23, received 11/16/23)
   E. Signage (Camburas & Theodore, LTD, dated 11/14/23, received 11/16/23)

2. Work with staff to replace any dead or dying foundation base landscape along the building façades.

3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments.

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Final Planned Unit Development Amendment and Sign 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.

Draft

DATED at Crystal Lake, Illinois, this 19th day of December, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: December 19, 2023
Approved: December 19, 2023

#2023-215
5786 Northwest Hwy – Crystal Point – Sierra Trading and Burlington – Final PUD Amendment
Project Review for Planning and Zoning Commission

Meeting Date: December 6, 2023

Request: Final Planned Unit Development Amendment to allow changes to the exterior elevations and a variation for signage for Burlington and Sierra Trading Post.

Location: 5786 Northwest Highway

Acreage: Approximately 25 acres

Existing Zoning: B-2 PUD General Commercial

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

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The site is the existing Crystal Point shopping center. The Bed, Bath & Beyond tenant space is being repurposed for Burlington and Sierra Trading Post.
- A new tenant storefront will be created for Sierra.

Development Analysis:

Land Use/Zoning

- The site is zoned B-2 PUD General Commercial. This is the most appropriate zoning district for retail uses.
- The land use map shows the area as Commerce. This is an appropriate land use designation for retail development.

Building Elevations:

- The Burlington space will repurpose the Bed, Bath, and Beyond space. The façade will be painted with a similar color palette as the existing center and the full rectangle sign background will be removed.

- Burlington will paint the end pillars the darker tan, Nomadic Desert. The main façade will be Pearly White and the new sign will be centered above the storefront.
- The storefront for Sierra will feature stone columns, dark bronze window and door frames, a Milano white façade, and a new Wrangler Brown canopy.
- New signage is proposed for both tenant spaces.





Landscape:

- Landscape will be removed to make room for the new tenant storefront.
- Foundation base landscape will be relocated and any dead or dying landscape will be replaced.

Site Layout:

- The site and parking lot layout is remaining the same.

Findings of fact:

Planned Unit Development Amendment

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

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

Therefore more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. If the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation request be lessened or denied.

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

Article 4-1000 Signage

- Bed, Bath & Beyond was granted a sign variation as part of the original PUD. The two new signs exceed the square footage that was previously granted to Bed, Bath & Beyond.
  - Sierra's sign is 204 square feet
  - Burlington's sign is 218 square feet.
  - These sizes are in line with the other tenants in the shopping center, as well as other big box tenants around the City.

Comprehensive Land Use Plan 2030 Summary Review:

The Comprehensive Plan designates the subject property as Public / Semi-Public. MCC fits within this category. The following goals are applicable to this request:

Land Use: Commerce

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

This can be accomplished with the following supporting action:

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bradshaw, received 10/24/23)
   B. Elevation (Nichiha, dated 10/16/23, received 10/24/23)
   C. Elevation (Camburas & Theodore, LTD, dated 10/06/23, received 10/24/23)

D. Elevation (Camburas & Theodore, LTD, dated 11/14/23, received 11/16/23)
E. Signage (Camburas & Theodore, LTD, dated 11/14/23, received 11/16/23)

2. Work with staff to replace any dead or dying foundation base landscape along the building façades.

3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: SUBDIVISON OF FORMER BED BATH + BEYOND FOR SIERRA AND BURLINGTON EXTERIOR FACADE CHANGES

Action Requested

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

Petitioner Information

Name: JOHN BRADSHAW
Address: 2454 E. DEMPSTER ST.
DES PLAINES, IL 60016
Phone: 847-298-1525
Fax: -
E-mail: JOHNB@CTARCH.COM.

Owner Information (if different)

Name: PMAT CRYSTAL, LLC
Address: 2215 LAKESHORE DR.
MANDEVILLE, LA 70498
Phone: 504-228 2800
Fax: -
E-mail: JREIBERT@GSRES.COM

Property Information

Project Description: SUBDIVISION OF FORMER BED BATH + BEYOND FOR SIERRA AND BURLINGTON - EXTERIOR FACADE MODIFICATIONS

Project Address/Location: 6000 NORTHWEST HWY. CRYSTAL LAKE IL 60014
CRYSTAL POINT PLAZA

PIN Number(s): _____

Development Team

Please include address, phone, fax and e-mail

Developer: PMAT CRYSTAL, LLC

Architect: CAMBURAS + THEODORE, LTD.

Attorney: –

Engineer: –

Landscape Architect: –

Planner: –

Surveyor: –

Other: –

Signatures



10/23/2023

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

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

R. W Kelan.

10/23/2023

OWNER: Print and Sign name **Date**

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

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

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

Owner Information

Name: PMAT Crystal LLC

Address: 2215 Lakeshore Drive

Mandeville LA 70448

Phone: 504 228 2800

E-mail: jreibert@gsres.com

Project Name & Description: Subdivision of former Bed Bath & Beyond for Sierra and Burlington Coat Factory Exterior Facade modificacations.

Project Address/Location: 6000 Northwest Hwy. Crystal Lake Illinois 60014

Signature

R. Whelan ROBERT WHELAN October 23 2023

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, DECEMBER 6, 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, Mason, Repholz, Skluzacek, Smith and Teetsov and were present. Member Gronow was absent.

Elizabeth Maxwell, City Planner and Katie Rivard, Assistant City Planner, were present from Staff.

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

2023-215 – 5786 NORTHWEST HIGHWAY – CRYSTAL POINT SHOPPING CENTER – BURLINGTON AND SIERRA – FINAL PLANNED UNIT DEVELOPMENT AMENDMENT – PUBLIC HEARING
Final Planned Unit Development Amendment to allow changes to the exterior elevations and a variation for signage for Burlington and Sierra Trading Post.

John Bradshaw, Senior Architect with Camburas Theodore was present to represent the petition. Mr. Bradshaw explained that Bed, Bath & Beyond has closed and Burlington is taking a portion of the tenant space and Sierra is taking the other portion. He explained the changes in the façade and the new colors and materials being used for these tenants. He stated Bed, Bath & Beyond was permitted 340 square feet of signage. Burlington is only requesting 218 square feet and Sierra is only requesting 204 square feet, so each tenant is under what was allowed for Bed, Bath & Beyond, but combined they are 422 square feet. This is an additional variation of 82 square feet of signage.

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

Staff provided a summary of the request and spoke to the changes in the elevations, and how they match the character of the center.

Mr. Skluzacek likes the changes to the center. The signs are slightly larger and that is okay.

Ms. Repholz said this looks good. She appreciates the way the facades are broken up. The signs are appropriately sized.

Mr. Smith asked if the petitioner was okay with the conditions of approval. He thinks the changes look great.

Ms. Mason welcomes the changes.

Ms. Teetsov appreciates the space being filled so quickly.

Mr. Skluzacek made a motion to approve 2023-215 for Final Planned Unit Development Amendment to allow changes to the exterior elevations and a variation for signage for Burlington and Sierra Trading Post subject to the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Bradshaw, received 10/24/23)
   B. Elevation (Nichiha, dated 10/16/23, received 10/24/23)
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   E. Signage (Camburas & Theodore, LTD, dated 11/14/23, received 11/16/23)

2. Work with staff to replace any dead or dying foundation base landscape along the building façades.

3. The petitioner shall comply with all of the requirements of the Community Development, Engineering and Public Works, and Fire Rescue Departments.

Ms. Repholz seconded the motion. On roll call, Members Greenman, Mason, Repholz, Skluzacek, Smith, and Teetsov voted yes. Motion passed 6-0.



EXISTING



SIGNAGE PER SIGN EXHIBIT



COLUMN COLOR TO MATCH SW7009 PEARLY WHITE, TYP.

COLUMN COLOR TO MATCH SW6107 NOMADIC DESERT, BOTH SIDES.

PROVIDE SPANDREL GLASS ON ALL GLAZING WITHIN BURLINGTON SPACE BEYOND VESTIBULE AREA, COLOR TO BE V903 SUBDUED GRAY

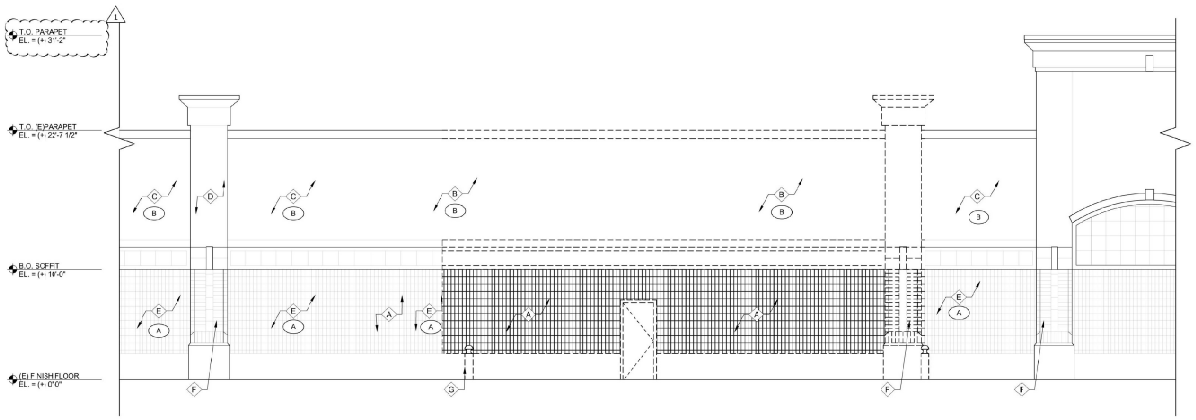
COMPLETE LEASE LINE FAÇADE TO BE PATCHED, REPAIRED AND POWERWASHED, AS NECESSARY.

AUTOSLIDER(S) PER PROTOTYPE. FINISH TO BE CLEAR ANODIZED ALUMINUM. FINAL LOCATION PER FIXTURE PLAN AND NOT PER FAÇADE EXHIBIT. COORDINATED WITH STORE PLANNING TEAM.

PROVIDE NEW STEEL BOLLARDS WITH GRAY BOLLARD SLEEVES PER PROTOTYPE.

VP Approved: 10.13.2023

THE FACADE IS TO BE CONSTRUCTED PER THE MATERIALS SHOWN ON THIS DOCUMENT AND/OR PURSUANT TO ALL SPECIFICATIONS, AND WITH ALL MATERIALS AND FINISHES, SET FORTH IN THE TENANT'S PROTOTYPE PLANS (A5.0 AND A5.1) AND MUST BE COORDINATED DURING CONSTRUCTION DOCUMENT DEVELOPMENT FOR BURLINGTON REVIEW AND APPROVAL, ANY VARIATION ON COLOR OR MATERIAL REQUIRED BY LOCAL JURISTICTION ORDINANCE MUST BE REVIEWED AND APPROVED BY BURLINGTON PRIOR TO CONSTRUCTION COMMENCEMENT



3 EXISTING ELEVATION

SCALE: 1/4" = 1'-0"

DEMOLITION KEY NOTES:

- (A) EXISTING FLUTED BLOCK TO BE REMOVED TO ACCOMMODATE FOR NEW STOREFRONT
- (B) EXISTING EIFS TO BE REMOVED.
- (C) EXISTING EIFS TO REMAIN. CLEAN AND REPAIR AS REQUIRED.
- (D) EXISTING PILASTER TO REMAIN
- (E) EXISTING FLUTED BLOCK TO REMAIN.
- (F) EXISTING MASONRY FINISH TO REMAIN.
- (G) EXISTING LIGHT FIXTURE TO BE REMOVED.
- (H) EXISTING PLASTER TO BE REMOVED.

EXISTING FINISH SCHEDULE

FINISHING	MATERIAL	MANUFACTURER	SPECIFICATION
7	MASONRY	FILLED CMU	TAN
8	EIFS	DRYVIT	TAN

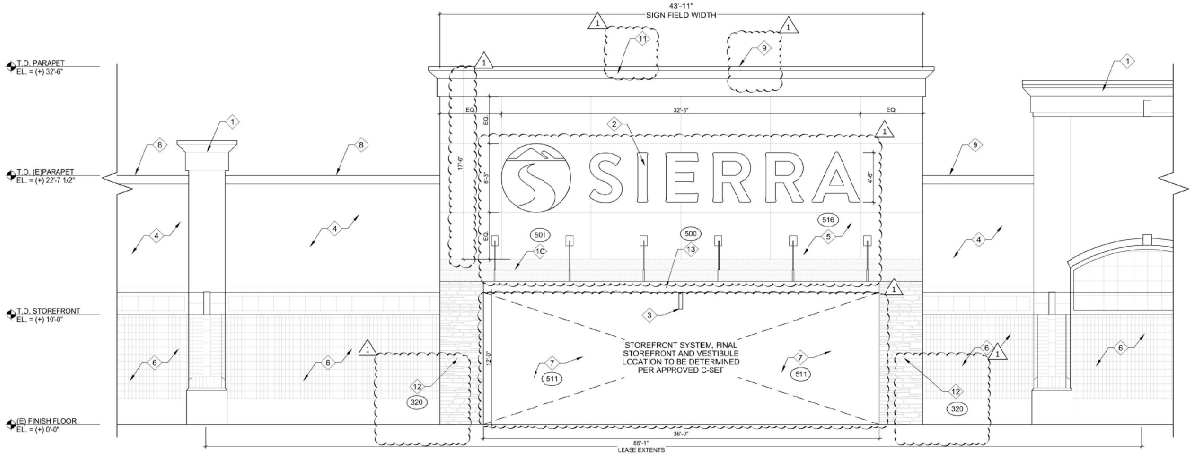
ELEVATION KEY NOTES

1. EXISTING EIFS CORNICE.
2. NEW ORANGE SIGNAGE PER REMARK. FINAL SIGN SIZE TO BE PER TJX SIGN SPECIFENDOR AND LOCAL CODE.
3. NEW ILLUMINATED UNDER CANOPY SIGNAGE, FINAL LOCATION BY TJX P.M.
4. EXISTING EIFS TO REMAIN.
5. NEW EIFS SYSTEM PER TJX SPECIFICATIONS. REFER TO FINISH SCHEDULE FOR COLOR
6. EXISTING FLUTED CMU TO REMAIN.
7. NEW STOREFRONT SYSTEM, FINAL STOREFRONT AND VESTIBULE LOCATION TO BE DETERMINED PER APPROVED C-SET. INFILL TO BE DETERMINED BY C-SET
8. EXISTING DOWNS
9. NEW ALUMINUM COPING COLOR MATCHED TO EXISTING COPING.
10. ROUGH SAWN TIMBER (2) AT 4"X12".
11. NEW EIFS SOFFICE. FINISH TO MATCH EXISTING MOLDING.
12. NEW PLASTER.
13. NEW METAL CANOPY. REFER TO FINISH SCHEDULE FOR COLOR.

SIERRA FINISH SCHEDULE

FINISHING	MATERIAL	MANUFACTURER	SPECIFICATION
320	STONE	BORAL STONE	MOJAVE PRO-FIT , EDGESTONE
500	METAL CANOPY	BERRIDGE MFG CO.	KYNAR 500 AGED BRONZE *
501	STAIN	SEIBY	#SC139 "WRANGLER BROWN"
511	ANODIZED ALUMINUM	GAMNER	MEDIUM BRONZE #22
516	EIFS	STO	STOUT MILANO TSW, TOP COATED WITH STOCOLOR ACTYL PLUS IN ITS WHITE AND STO CLEAR COAT SEALER SMOOTH FINISH

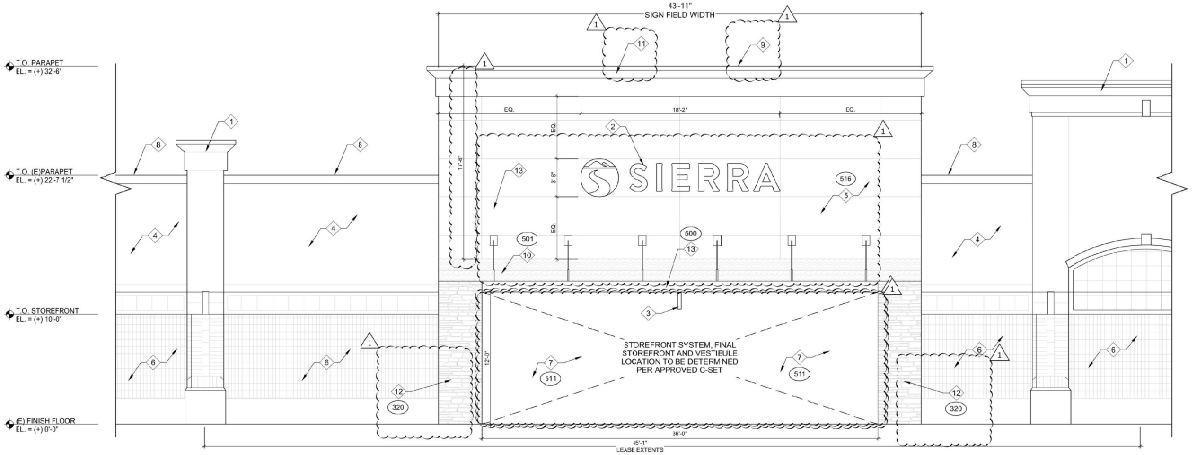
* OR APPROVED SIMILAR



NO LOCAL SIGN CRITERIA IN THIS LOCATION

2 PROPOSED STOREFRONT ELEVATION W/ 4'-6" SIGN

SCALE: 1/4" = 1'-0"



NO LOCAL SIGN CRITERIA IN THIS LOCATION

1 PROPOSED STOREFRONT ELEVATION W/ 2'-6" SIGN

SCALE: 1/4" = 1'-0"

CT
IL FIRM DESIGN #184-003568
CAMBURAS & THEODORE, LTD
ARCHITECTURE | ENGINEERING | INTERIORS
2151 E. Devon Ave., Suite 202
Des Plaines, IL 60016
P. (847)296-1325 | F. (847)390-8130
www.camburasandtheodore.com

NOTE: WHERE ANY CONFLICT EXISTS IN ANY PORTION OF THESE CONTRACT DOCUMENTS, THE MORE STRINGENT REQUIREMENT SHALL APPLY. THIS NOTE TO BE INCLUDED ON ALL DRAWINGS. CONTRACTOR SHALL REVIEW ENTIRE CONTRACT DOCUMENT SET FOR REVIEW CRITERIA THAT MAY AFFECT THE WORK OF THIS CONTRACT. CONTRACTOR SHALL NOTIFY ARCHITECT IN WRITING OF ANY CONFLICTS IN THE CONTRACT DOCUMENTS PRIOR TO SUBMITTING ANY BID OR PROPOSAL. © Copyright 2022

SIERRA
The TJX Companies Inc.
Framingham, Massachusetts 01701

5786 NW HWY
5786 NORTHWESTERN HWY
CRYSTAL LAKE, IL 60014

REVISION DATES

NO.	DATE	TYPE
1	11/30/2023	PERMIT SET

ISSUE DATES

TYPE	DATE
TJX REVIEW	5/19/23

DRAWN BY: JL
CHECKED BY: JC
PROJECT NUMBER: 23-36008
DATE: 09-01-23
SHEET TITLE: EXTERIOR ELEVATIONS
SHEET NUMBER: A2.0

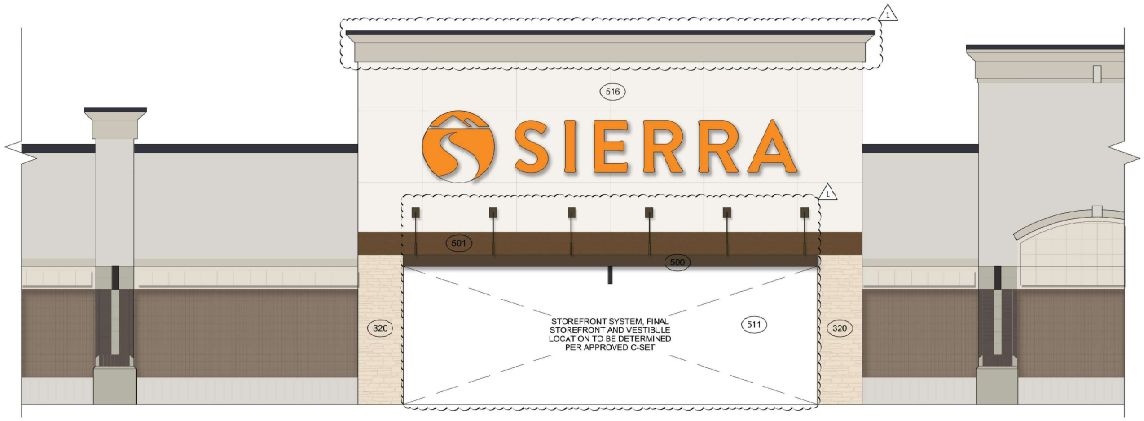


3 SHOP CENTER STOREFRONT ELEVATION

SCALE: N.T.S.



2 MATERIAL KEY



1 PROPOSED STOREFRONT ELEVATION RENDERING

SCALE: N.T.S.

CT
IL FIRM DESIGN #184-002562
CAMBURAS & THEODORE, LTD
ARCHITECTURE | ENGINEERING | INTERIORS
2151 E. Devon Ave., Suite 202
Des Plaines, IL 60016
P (847)296-1325 | F (847)390-8130
www.camburasandtheodore.com

NOTE: ANY/NO MODIFICATIONS TO INSTRUMENTS OF SERVICE MADE WITHOUT THE WRITTEN AUTHORIZATION OF CAMBURAS & THEODORE, LTD. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO CAMBURAS & THEODORE, LTD. AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS CAMBURAS & THEODORE, LTD. FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM. © Copyright 2023

SIERRA
The TJX Companies Inc.
Framingham, Massachusetts 01701

5786 NW HWY
5786 NORTHWESTERN HWY
CRYSTAL LAKE, IL 60014

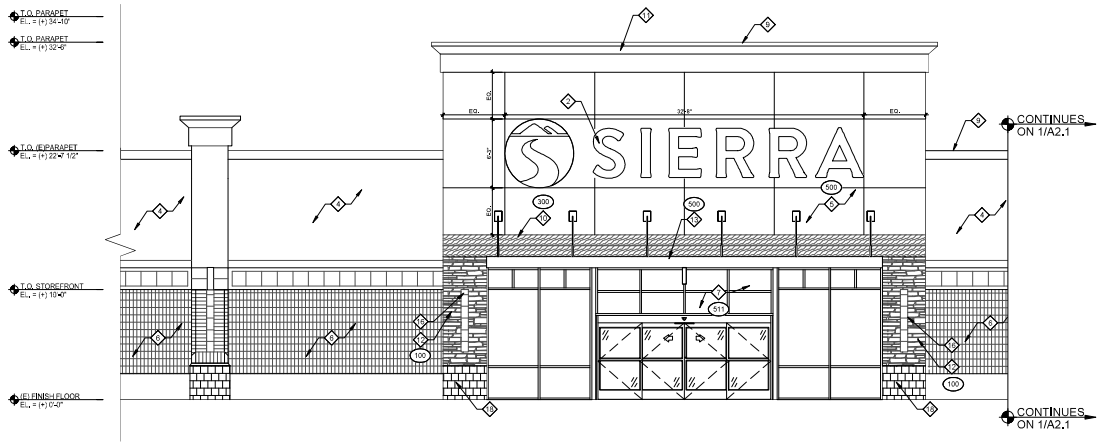
REVISION DATES

NO.	DATE	TYPE
1	11/30/23	TJX REVISIONS

ISSUE DATES

TYPE	DATE
TJX REVIEW	5/13/23

DRAWN BY: JL
CHECKED BY: JC
PROJECT NUMBER: 23-36008
DATE: 09-01-23
SHEET TITLE: PROPOSED RENDER
SHEET NUMBER: A4.0



1 PROPOSED ELEVATION

SCALE: 1/4" = 1'-0"

PROPOSED MATERIALS

FINISH NO.	MATERIAL	MANUFACTURER	SPECIFICATION
100	STONE	BORAL STONE	MOJAVE PRO-FIT LEDGESTONE
200	METAL CANOPY	BERRIDGE MFG CO.	KYNAR 500 "AGED BRONZE" *
300	STAIN	BEHR	#SC109 "WRANGLER BROWN"
400	ANODIZED ALUMINUM	KAWNEER	DARK BRONZE #40
500	EIFS	STO	STOLIT MILANO TSW, TOP COATED WITH STOCOLOR ACTYL PLUS INTS WHITE AND STO CLEAR COAT SEALER (SMOOTH & GLOSSY)
511	EIFS	STO	COLOR TO MATCH SHERWIN WILLIAMS SW7069 PEARLY WHITE
512	EIFS	STO	COLOR TO MATCH SHERWIN WILLIAMS SW6107 NOMADIC DESERT

* OR APPROVED SIMILAR

ELEVATION KEY NOTES:

1. EXISTING EIFS CORNICE.
2. NEW SIGNAGE PER TENANT. FINAL SIGN SIZE TO BE PER TENANT SIGN DEPT/VENDOR AND LOCAL CODE.
3. NEW ILLUMINATED UNDER CANOPY SIGNAGE. FINAL LOCATION BY TJX P.M.
4. EXISTING EIFS TO REMAIN
5. NEW EIFS SYSTEM PER TJX SPECIFICATIONS. REFER TO FINISH SCHEDULE FOR COLOR.
6. EXISTING FLUTED CMU TO REMAIN.
7. NEW STOREFRONT SYSTEM. FINAL STOREFRONT AND VESTIBULE LOCATION TO BE DETERMINED PER APPROVED C-SET. INFILL TO BE DETERMINED BY C-SET
8. EXISTING COPING.
9. NEW ALUMINUM COPING COLOR TO MATCH EXISTING.
10. ROUGH SAWN TIMBER (2) AT 48"X12".
11. NEW EIFS CORNICE. FINISH TO MATCH EXISTING MOLDING.
12. NEW PILASTER.
13. NEW METAL CANOPY. REFER TO FINISH SCHEDULE FOR COLOR.
14. EXISTING PILASTER TO REMAIN.
15. EXISTING STOREFRONT TO REMAIN.
16. NEW STONE INLAY TO MATCH ADJACENT PILASTER INLAY.
17. NEW KNEE WALL BELOW NEW STOREFRONT. REFER TO FINISH SCHEDULE.
18. NEW STONE FINISH AT PILASTER. FINISH TO MATCH EXISTING STONE AT ADJACENT PILASTERS



2 MATERIAL KEY

SCALE: 1/4" = 1'-0"



3 PROPOSED ELEVATION RENDERING

SCALE: 1/4" = 1'-0"

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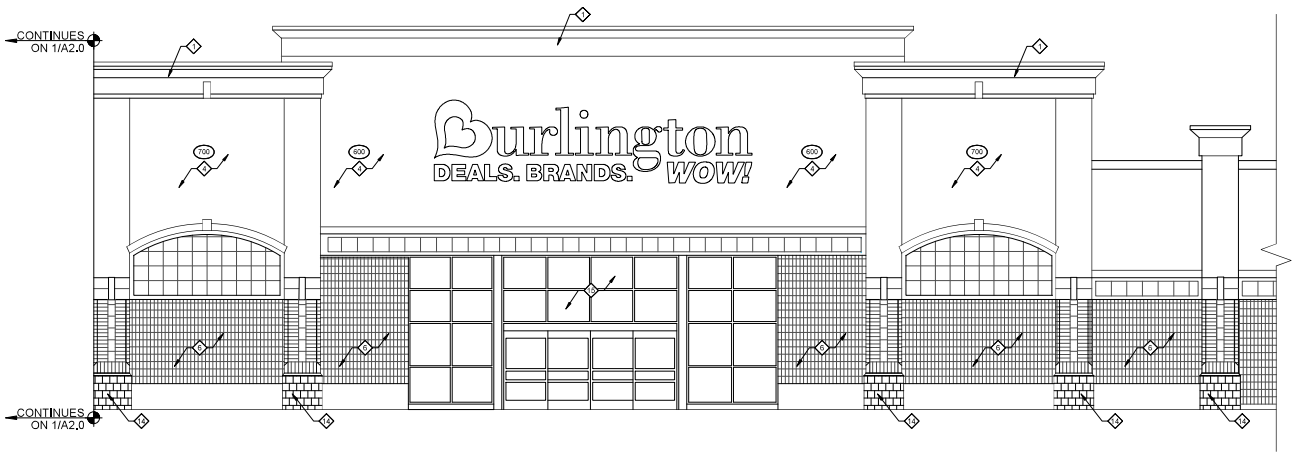
REVISION DATES

NO.	DATE	TYPE
1	11/09/2023	RESUBMITTAL

ISSUE DATES

TYPE	DATE
OWNER REVIEW	
PERMIT SUBMISSION	

DRAWN BY: CT
CHECKED BY: CT
PROJECT NUMBER: 23-48001
DATE: 11/14/2023
SHEET TITLE: EXTERIOR ELEVATIONS
SHEET NUMBER: A2.0



1 PROPOSED ELEVATION

SCALE: 1/4" = 1'-0"

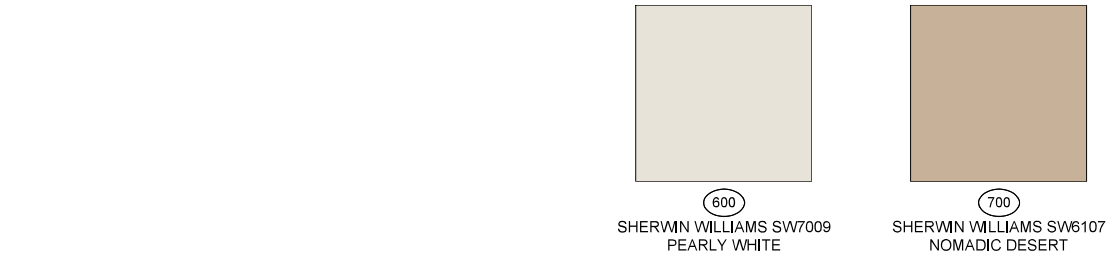
PROPOSED MATERIALS

FINISH NO.	MATERIAL	MANUFACTURER	SPECIFICATION
100	STONE	BORAL STONE	MOJAVE PRO-FIT LEDGESTONE
200	METAL CANOPY	BERRIDGE MFG CO.	KYNAR 500 "WEATHERED BRONZE" *
300	STAIN	BEHR	#SC105 "WRANGLER BROWN"
400	ANODIZED ALUMINUM	KAWNEER	DARK BRONZE #40
500	EIFS	STO	STOLIT MILANO TEW, TOP COATED WITH STOCOLOR ACTYL PLUS INITS WHITE AND STO CLEAR COAT SEALER (SMOOTH & GLOSSY)
600	EIFS	STO	COLOR TO MATCH SHERWIN WILLIAMS SW7009 PEARLY WHITE
700	EIFS	STO	COLOR TO MATCH SHERWIN WILLIAMS SW6107 NOMADIC DESERT

* OR APPROVED SIMILAR

ELEVATION KEY NOTES:

1. EXISTING EIFS CORNICE.
2. NEW SIGNAGE PER TENANT. FINAL SIGN SIZE TO BE PER TENANT SIGN DEPT/VENDOR AND LOCAL CODE.
3. NEW ILLUMINATED UNDER CANOPY SIGNAGE. FINAL LOCATION BY TJX P.M.
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15. EXISTING STOREFRONT TO REMAIN.
16. NEW STONE INLAY TO MATCH ADJACENT PILASTER INLAY.
17. NEW KNEE WALL BELOW NEW STOREFRONT. REFER TO FINISH SCHEDULE.
18. NEW STONE FINISH AT PILASTER. FINISH TO MATCH EXISTING STONE AT ADJACENT PILASTERS



600
SHERWIN WILLIAMS SW7009
PEARLY WHITE

700
SHERWIN WILLIAMS SW6107
NOMADIC DESERT

2 MATERIAL KEY

SCALE: 1/4" = 1'-0"



3 PROPOSED ELEVATION RENDERING

SCALE: 1/4" = 1'-0"

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REVISION DATES

NO.	DATE	TYPE
1	11/09/23	REVISION #1

ISSUE DATES

TYPE	DATE
OWNER REVIEW	
PERMIT SUBMISSION	

DRAWN BY: CT
CHECKED BY: CT

PROJECT NUMBER: 23-48001

DATE: 11/14/2023

SHEET TITLE: EXTERIOR ELEVATIONS

SHEET NUMBER: A2.1



1 PROPOSED ELEVATION

SCALE: 1/4" = 1'-0"



2 PROPOSED ELEVATION

SCALE: 1/4" = 1'-0"

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REVISION DATES

NO.	DATE	TYPE
1	11/09/2023	RESUBMITTAL

ISSUE DATES

TYPE	DATE
OWNER REVIEW	
PERMIT SUBMISSION	

DRAWN BY	CT
CHECKED BY	CT
PROJECT NUMBER	23-48001
DATE	11/14/2023

SHEET TITLE
EXTERIOR ELEVATIONS - SIGN AREAS

SHEET NUMBER
A2.2

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: Liquor License Ordinance Amendment

Staff Recommendation: Motion to adopt an Ordinance temporarily authorizing license holders authorized to sell mixed drinks/cocktails for consumption on the licensed premises to temporarily make carry-out, curbside delivery and/or home residential deliveries in approved containers through August 1, 2028, as authorized by the Illinois Liquor Control Act.

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

Background:

In response to the hardships faced by restaurants and bars as a result of the COVID-19 pandemic, the City Council and the City's Liquor Control Commissioner previously approved certain temporary authorizations to allow for the expansion of the authority for delivery of alcoholic liquor, notwithstanding the Governor's Disaster Proclamations and Executive Orders due to the COVID-19 Pandemic.

Carry-out, Curb-side Delivery and/or Residential Deliveries of "To Go" Mixed Drinks/Cocktails

Prior to the restrictions related to the COVID 19 pandemic, restaurants and bars were not allowed to deliver or provide for carry-out of mixed drinks/cocktails. The rational for this prohibition is that it is difficult to seal mixed drinks in a tamperproof container. The Illinois Liquor Control Commission issued guidance authorizing delivery and take-out of mixed drinks/cocktails, subject to restrictions regarding the sealing of the approved containers that held the mixed drinks/cocktails and further subject to local approval. In June 2021, the City Council adopted an ordinance, which similarly allowed, on a local level, for the delivery and carryout of mixed drink/cocktails. The ordinance was updated in 2022 in order to allow the continued delivery of mixed drinks/cocktails through December 31, 2023.

Effective June 2, 2021, the State of Illinois Legislature passed legislation authorizing delivery and take-out of mixed drinks/cocktails, subject to restrictions regarding the sealing of the approved containers that held the mixed drinks/cocktails and further subject to local approval, which expired on January 3, 2024. In May of 2023, the legislature further amended to the Liquor Control Act to provide the expiration of the authority to delivery mixed drinks to be extended to August 1, 2028

In order to continue to provide assistance to City restaurants and bars, the attached ordinance has been prepared which will authorize the extension of the period for "to go" mixed drinks/cocktails through August 1, 2028, in order to align with the legislation adopted by the State of Illinois.

The City's special legal counsel and Police Department have reviewed the ordinance and have no concerns.

Votes Required to Pass:
Simple majority

Ordinance #:
File #:

ORDINANCE TEMPORARILY AUTHORIZING LICENSE HOLDERS AUTHORIZED TO SELL MIXED DRINKS/COCKTAILS FOR CONSUMPTION ON THE LICENSED PREMISES TO TEMPORARILY MAKE CARRY-OUT, CURBSIDE DELIVERY AND/OR HOME DELIVERIES IN APPROVED CONTAINERS

WHEREAS, pursuant to Executive Order 20-03, Illinois Governor JB Pritzker issued an Executive Order declaring all counties within the State of Illinois a disaster area in order to address the spread of COVID-19; and

WHEREAS, on June 2, 2020, the ILCC issued an updated Guidance on Temporary Delivery of Alcoholic Liquor which further refined the requirements for the delivery of alcoholic liquor as well as a bulletin on the "Sales and Delivery of 'To Go' Mixed Drinks/Cocktails", subject to the approval, prohibition or further restriction by local liquor commissions.

WHEREAS, on June 10, 2020, the City of Crystal Lake Local Liquor Commissioner, issued an Authorization allowing for the delivery of "To Go Mixed Cocktails".

WHEREAS, on June 1, 2021, the Mayor and City Council adopted Ordinance #7717 which temporarily authorized license holders authorized to sell mixed drinks/cocktails for consumption on the premise to make carry-out, curbside delivery and/or home deliveries in approved containers. The temporary authorization provided by Ordinance #7717 was scheduled to expire on December 31, 2022.

WHEREAS, on June 2, 2021 Illinois Public Act 102-8 was enacted, approving a temporary amendment to the Illinois Liquor Control Act (the "Act") by adding Sec 28.8 to the Act (235 ILCS 5/6-28.8). Section 28.8 effectively codified the previous actions of the Illinois Liquor Control Commission to allow carry-out and delivery of mixed drinks. The amendment was initially scheduled to be repealed in January of 2024 but was further amended on May 31, 2023 to provide for a repeal on August 1, 2028; and

Draft

WHEREAS, on December 7, 2021, the Mayor and City Council enacted an ordinance #7761 which extended the temporary authorization set forth in Ordinance #7717 through January 3, 2024 to mirror State of Illinois regulations.

WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to extend the temporary authorization set forth in Ordinances #7717 and #7761 through January 3, 2028 in order to be consistent with the Illinois Legislature's amendment to the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE THAT:

SECTION ONE. Recitals. The foregoing recitals are incorporated as though fully set forth herein.

SECTION TWO. Temporary Authorization for Delivery of "To Go" Mixed Drinks/ Cocktails.

1) Holders of retail liquor licenses issued by the City of Crystal Lake, which licenses authorize the sale of mixed drinks/cocktails for consumption on the licensed premises, are temporarily authorized to make carry-out, curb-side delivery and/or home residential deliveries of mixed drinks/cocktails. Such sales and deliveries shall only be made in compliance with Illinois law and only to persons who are at least twenty (21) years of age. Such sales and deliveries shall further comply with the guidelines and/or restrictions set forth in the Illinois Liquor Control Act, including but not limited to 235 ILCS 5/6-28.8 and any guidance or restriction issued by the Illinois Liquor Control Commission.
2) This authorization shall apply to the categories of licenses described in paragraph one (1), herein, notwithstanding any limitation of such licenses restricting sales to on-premises consumption only.
3) This temporary delivery authorization shall expire on August 1, 2028.

SECTION THREE. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

Draft

DATED this 19th day of December, 2023

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 19, 2023
APPROVED: December 19, 2023

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

Draft

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: Approval of an Intergovernmental Agreement with the McHenry County Division of Transportation Relative to Reimbursement of Costs and Maintenance Responsibilities for the McHenry County Division of Transportation Randall Road Improvement

Staff Recommendation: Motion to adopt a Resolution authorizing the Mayor to execute the Intergovernmental Agreement between the City of Crystal Lake and the McHenry County Division of Transportation Relative to Reimbursement of Costs and Maintenance Responsibilities for the McHenry County Division of Transportation Randall Road Improvement

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

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Background:

The McHenry County Division of Transportation (MCDOT) upcoming Randall Road improvement project from Ackman Road to Acorn Lane in Lake in the Hills is on schedule to commence construction in the spring of 2024. The scope of work for the improvement includes:

- Construction of three through lanes in each direction from Acorn Lane in Lake in the Hills to Ackman Road in Crystal Lake.
- New traffic signal at the intersection of Randall Road and Alexandra Boulevard.
- Convert Village Road at Randall Road to right-in/right-out access.
- Maintain Angela Lane at Randall Road with right-in/right-out access.
- Landscaped center median from Miller Road to Ackman Road similar to the Route 14 landscaped median.
- Addition of a six foot wide sidewalk on the west side and a ten foot wide off-street multi-use path on the east side of Randall Road. Both facilities will be placed as far from the edge of pavement as feasible.
- New bridge carrying Miller Road over Woods Creek east of Randall Road to convey storm water that is currently flowing through a dual-chamber angled box culvert under the intersection. The creek will be relocated back to the west side of Randall Road before the original Randall Road construction.
- Addition of roadway lighting along the entire corridor.

An Intergovernmental Agreement (IGA) between the City and MCDOT has been prepared outlining construction and maintenance responsibilities along with cost sharing for each agency.

The sharing of costs and maintenance responsibilities is the same as would be required on an Illinois Department of Transportation (IDOT) project. For example, both IDOT and MCDOT will construct a sidewalk and multi-use path at no cost to the City, provided that the City maintains it in the future. Emergency Vehicle Preemption equipment (for police and fire use) is funded by the Local Agency since it will be used by the City and is for the City's benefit.

The following summarizes the items outlined in the IGA.

- *Water Main Modifications*: City water main currently exists along the west side of Randall Road from Village Road to Alexandra Boulevard which will be impacted with the Randall Road improvement. The City will be installing a small section of new water main between the existing commercial building on the south side of Angela Lane and the residential condo complex along Carlemont Drive in the spring of 2024, so the water main along Randall Road can be abandoned. Installation of the new water main will be a separate City project with the cost borne by the City. The removal of the abandoned water main will be completed with the Randall Road improvement with the cost borne by MCDOT.
- *Tree Replacements*: The Randall Road improvement will remove existing trees within the corridor. MCDOT will be replacing the trees within the project corridor and installing 70 trees in the landscaped median. This will reduce the City's cost for the median landscaping. There is an excess of 28 trees which will not fit within the project corridor. MCDOT will pay the City for these trees which shall be planted on property owned or under the control of the City.
- *Existing Gateway Sign*: The existing gateway sign on the east side of Randall Road will be removed by Public Works staff before construction commences and reinstalled at a new location after the completion of the improvement. The Randall Road improvement provides a flat location generally in the original location for the relocated sign.
- *Aesthetic Finishes:* Any exposed retaining walls, bridge parapets, etc. will have an aesthetic finish. The City will be involved with the approval of the aesthetic color choices during construction.
- *Mowing Operations:* The City shall perform mowing operations along Randall Road within the City limits along the west side of Randall Road from back of curb to the right-of-way, the center landscaped median from back of curb to back of curb, and along the east side of Randall Road from back of curb to five feet east of the multi-use path or the right-of-way, whichever is less. This is the same agreement the City has with IDOT for US Route 14 landscaped medians and right-of-way north of Illinois Route 176. Once constructed, the City will add the Randall Road landscaping maintenance to our current contract that includes US Route 14.
- *Noise Ordinance Waiver:* In an effort to minimize the impact to traffic and businesses, portions of the construction will be performed at night. The IGA waives and will not enforce City Code 358-6J relating to construction noise. Should the City receive excessive residential complaints, this waiver can be revoked.

Construction and Maintenance Responsibilities:

Item	Construction Responsibility	Maintenance Responsibility
Multiuse Path - East Side of Randall Rd.	County	City*
Concrete Pad for Bus Stop – East Side of Randall Rd., north of Miller Rd.	County	City
Sidewalk - West Side of Randall Rd.	County	City*
Intersection improvements on Miller Rd. (west of Randall Rd., Village Rd., Angela Ln., Alexandra Blvd.)	County	City- The City currently maintains Miller Road
Miller Road Bridge, east of Randall Rd.	County	City – Miller Road is a City Street
Street Lighting System along Randall Rd.	County	County
Traffic Signal at Alexandra Blvd. and Randall Rd.	County	County
Energy for Traffic Signal at Alexandra Blvd.	Not applicable	City
EVP Equipment at Miller Rd. and Alexandra Blvd. Traffic Signals	County	County
Landscaped Median (Trees and Plantings)	County	City

* Should MCDOT reconstruct Randall Road in the future, MCDOT shall repair these facilities at no cost to the City.

As noted above, the City will utilize its landscape maintenance contractor to maintain the medians and right-of-way similar to what the City currently does along US 14 north of Illinois Route 176. The sidewalk and multi-use path should require minimal maintenance for the next 10-15 years. The Miller Road bridge should not require any maintenance for 15-20 years and will have a service life of at least 40 years. The bridge is necessary to accommodate storm water and reduce flooding.

City Cost Responsibilities

Item	City Share
EVP Equipment at Miller Rd. and Alexandra Blvd. Traffic Signals	$23,500 (same as IDOT policy)
Landscaped Median (Plantings) Cost for additional landscaping above the trees being planted by the County	$115,000 (estimate)
TOTAL	*$138,500*

The City's legal counsel has reviewed the intergovernmental agreement and has deemed it acceptable.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS, the McHenry County Division of Transportation (MCDOT) has identified the need to improve Randall Road from Acorn Lane in Lake in the Hills to Ackman Road; and

WHEREAS, MCDOT owns and maintains Randall Road; and

WHEREAS, certain areas along Randall Road within the City limits will be impacted by the Randall Road improvement; and

WHEREAS, the Randall Road improvement will benefit the residents of 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 Mayor is authorized to execute an intergovernmental agreement between the CITY OF CRYSTAL LAKE and the COUNTY OF MCHENRY with respect to the reimbursement of costs for the Randall Road project.

DATED this 19th day of December, 2023.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 19, 2023
APPROVED: December 19, 2023

Draft

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CRYSTAL LAKE AND THE COUNTY OF MCHENRY WITH RESPECT TO THE REIMBURSEMENT OF COSTS FOR THE RANDALL ROAD PROJECT

This AGREEMENT is entered into this _____ day of _____, 2023, by and between the City of Crystal Lake, a municipal corporation of the State of Illinois, hereinafter referred to as the CITY, and the County of McHenry, Illinois acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the COUNTY. The CITY and the COUNTY are collectively sometimes referred to as the PARTIES. This agreement shall hereinafter be referred to as the "AGREEMENT."

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, is desirous of making certain roadway and non-motorized facility improvements along the Randall Road corridor between Ackman Road and Polaris Drive/Acorn Lane in the City of Crystal Lake and the Village of Lake in the Hills in Algonquin Township including road widening and reconstruction, multi-use paths, sidewalks, traffic signals, bridges and street lighting; and

WHEREAS, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENTS. The IMPROVEMENTS shall also be referred to as COUNTY Section 06-00329-02-PW; and

WHEREAS, a portion of the IMPROVEMENTS falls within the CITY's municipal boundaries and impacts the CITY's facilities; and

WHEREAS, Randall Road is under the jurisdiction of the COUNTY; and

WHEREAS, Miller Road (West of Randall Road), Village Road, Angela Lane and Alexandra Boulevard are under the jurisdiction of the CITY; and

WHEREAS, the IMPROVEMENTS will be of immediate benefit to the residents of the COUNTY and the CITY; and

WHEREAS, a general depiction and the approximate limits of the IMPROVEMENTS are as indicated in EXHIBIT A to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the COUNTY and the CITY desire to install, as part of the IMPROVEMENTS, landscaping, street lighting, as well as bicycle, pedestrian and transit facilities, hereinafter referred to as ACCOMMODATIONS; and

WHEREAS, the CITY desires to install as part of the PROJECT emergency vehicle priority (EVP) equipment upgrade features within the COUNTY right-of-way; and

Draft

WHEREAS, the IMPROVEMENTS shall be constructed in substantial conformance with the final design engineering plans and specifications prepared by TranSystems dated November 2, 2023 (hereinafter PLANS) which by reference herein, hereby become a part hereof, and which have been provided to the CITY for its review and comment; and

WHEREAS, the COUNTY and CITY, in order to increase engineering efficiencies and reduce cost, desire to include the ACCOMMODATIONS with the IMPROVEMENTS for bidding and contracting; and

WHEREAS, the construction of the IMPROVEMENTS necessitates the relocation, removal and adjustment to CITY water main facilities, hereinafter referred to as the WATER MAIN MODIFICATIONS; and

WHEREAS, the COUNTY intends to carry out, at no cost to the CITY, that portion of the WATER MAIN MODIFICATIONS relating to the removal of the existing CITY water main that is in conflict with the IMPROVEMENTS between Angela Lane and Alexandra Boulevard, hereinafter referred to as EXISTING WATER MAIN; and

WHEREAS, the remaining elements of the WATER MAIN MODIFICATIONS shall be constructed by the CITY as a separate CITY project and will not be included in the bidding and contracting conducted by the COUNTY in connection with the IMPROVEMENTS; and

WHEREAS, the CITY desires to install gateway signs and other aesthetic features within the COUNTY right-of-way, for which the CITY shall submit an application post construction as part of the COUNTY's permit process; and

WHEREAS, the CITY is a home rule unit pursuant to Article VII, Section 6 of the Illinois Constitution, and as a home rule unit may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and,

WHEREAS, an Intergovernmental Agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq.; and

WHEREAS, the COUNTY, by virtue of the authority as set forth in the Counties Code (55 ILCS 5/1-1001 et seq.), and the CITY, by virtue of the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) and the City's home rule authority are authorized to enter into this AGREEMENT; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the CITY do hereby agree as follows:

Draft

SECTION I.
Recitals/Headings

1. The foregoing preambles are hereby incorporated herein as though fully set forth herein.

2. The "headings" as contained in this AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of this AGREEMENT shall control.

SECTION II.
COUNTY Commitments

1. The COUNTY shall prepare, or cause to be prepared, a final version of the PLANS and contract letting documents for the IMPROVEMENTS in accordance with COUNTY policies and standards. The CITY shall have the opportunity to review and approve the final version of the PLANS prior to the letting of the IMPROVEMENTS, the approvals of which shall not be unreasonably withheld by the CITY.

2. The COUNTY shall prepare, or cause to be prepared, all necessary documents for any rights-of-ways or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENTS, inclusive of plats, deeds and legal descriptions that may be necessary to acquire those rights-of-ways or easements, either permanent or temporary.

3. The COUNTY shall cause the IMPROVEMENTS to be constructed and to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENTS in accordance with COUNTY procedures and requirements.

4. The COUNTY at its sole cost, shall remove the CITY's EXISTING WATER MAIN that is in conflict with the IMPROVEMENTS at no cost to the CITY.

5. In accordance with the McHenry County Tree Planting and Replacement Policy, the COUNTY shall compensate the CITY for the replacement of twenty-eight (28) trees to be planted on property owned or under the control of the CITY. Planting and establishment of the twenty-eight (28) trees will be accomplished within two (2) years of the completion of the IMPROVEMENTS. The CITY shall plant all trees within McHenry County.

   The COUNTY shall pay the CITY seventeen thousand dollars ($17,000.00) for the cost of the tree replacement. The COUNTY shall pay said amount to the CITY within sixty (60) days of notification to the CITY by the COUNTY of the contract award of the IMPROVEMENTS. The compensation provided by the COUNTY will constitute its total obligation for tree replacement incurred as a result of the IMPROVEMENTS.

6. The COUNTY shall construct a shared-use path and a concrete pad for a bus stop on the east side of Randall Road and the north side of Miller Road (west of Randall Road) as shown on the PLANS and within the CITY's municipal boundary at no cost to the CITY. Following completion, the City shall be responsible for maintenance of the shared use path and concrete pad for a bus stop at no cost to the COUNTY.

Draft

7. The COUNTY shall construct a sidewalk on the west side of Randall Road and the north side of Miller Road (west of Randall Road) as shown on the PLANS and within the CITY's municipal boundary at no cost to the CITY. Following completion, the City shall be responsible for maintenance of the sidewalk at no cost to the COUNTY.

8. The COUNTY shall construct intersection improvements at Miller Road (West of Randall Road), Village Road, Angela Lane and Alexandra Boulevard as shown on the PLANS and within the CITY's municipal boundary at no cost to the CITY.

9. The COUNTY shall construct a bridge on Miller Road (west of Randall Road) to convey the Woods Creek Tributary under Miller Road at no cost to the CITY. Following completion, the CITY shall be responsible for maintenance of the bridge at no cost to the COUNTY.

10. The COUNTY shall construct a street lighting system along Randall Road to provide improved safety for the motoring public, bicyclists and pedestrians as no cost to the CITY. The COUNTY shall maintain the lighting system at no cost to the CITY.

11. The COUNTY shall construct a traffic signal at the intersection of Randall Road and Alexandra Boulevard at no cost to the CITY. The COUNTY shall maintain the traffic signal at no cost to the CITY.

12. The COUNTY shall construct EVP equipment upgrade features within the COUNTY right-of-way at the intersections of Miller Road and Alexandra Boulevard. The COUNTY shall maintain the EVP equipment upgrade features at no cost to the CITY.

13. The COUNTY shall construct a landscaped median on Randall Road within the CITY's municipal boundaries, including trees and perennial plantings, as selected by the CITY, and in accordance with the PLANS. The COUNTY shall issue a facility permit to the CITY for the landscaped median following substantial completion of the IMPROVEMENTS.

14. The COUNTY shall continue to permit a breakaway CITY gateway sign on the east side of Randall Road, north of Roosevelt Road. The COUNTY shall issue a facility permit to the CITY to install the gateway sign following substantial completion of the IMPROVEMENTS. The COUNTY shall provide a flat location generally located near the original location for the relocated gateway sign.

15. The COUNTY shall allow the CITY to be involved with the approval of the aesthetic color choices for the bridge, noise walls, etc. within the CITY's municipal boundaries.

16. The COUNTY shall pay for all project costs of the IMPROVEMENTS, including design engineering, surveying, land acquisition, construction, and construction engineering supervision, subject to reimbursement from the CITY as described in EXHIBIT B to this AGREEMENT, which is attached hereto and is hereby made a part hereof.

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17. The Illinois Department of Transportation will let and award the IMPROVEMENTS. The anticipated letting date for the IMPROVEMENTS is January 19, 2024. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)

18. The COUNTY shall require the successful bidder to name the CITY as an additional insured on any liability coverage required pursuant to such contracts.

19. The COUNTY shall, for itself and for those authorized by or through the COUNTY, including without limitation an authorized COUNTY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the CITY, its elected and appointed officials, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged act or omission related to the construction, installation, or use of the IMPROVEMENTS by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the CITY.

SECTION III.
CITY Commitments

1. The CITY shall prepare, or cause to be prepared, the necessary surveys, obtain all necessary permits and perform the necessary engineering and construction for the WATER MAIN MODIFICATIONS at no cost to the COUNTY, subject only to the responsibility of the COUNTY relating to the removal of the EXISTING WATER MAIN. The WATER MAIN MODIFICATIONS shall be constructed in a timely manner in order to ensure that the EXISTING WATER MAIN can be abandoned by no later than July 1, 2024.

2. In accordance with the McHenry County Tree Planting and Replacement Policy, the COUNTY shall compensate the CITY for the replacement of twenty-eight (28) trees to be planted on property owned or under the control of the CITY. The CITY shall plant and establish twenty-eight (28) trees within two (2) years of the completion of the IMPROVEMENTS. The CITY shall plant all trees within McHenry County. The CITY shall be responsible for any and all maintenance associated with the trees at no cost to the COUNTY.

   The CITY certifies that it has a tree planting program to facilitate the expenditure of these funds and that the trees planted will only serve as a public benefit and that the funds will be utilized to purchase and install trees per this AGREEMENT. The CITY agrees that no tree purchased with funds provided pursuant to this AGREEMENT shall be placed on private property. Such placement of trees on private property shall be grounds for immediate breach of this AGREEMENT and the CITY will be required to immediately return to the COUNTY all funds used to place trees on private property.

3. Upon substantial completion of the IMPROVEMENTS, the CITY shall own, operate and maintain the shared-use path and concrete pad for a bus stop on the east side of Randall Road

Draft

and the north side of Miller Road (west of Randall Road) as shown on the PLANS and within the CITY's municipal boundary at no cost to the COUNTY. The CITY shall submit an application for a facility permit to the COUNTY for said shared-use path and concrete pad for a bus stop.

Maintenance is defined as any activity necessary to cause the shared-use path to function in accordance with CITY standards for public improvements. However, should the COUNTY reconstruct Randall Road in the future, within the limits of this IMPROVEMENTS, the COUNTY shall repair the shared-use path and concrete pad for a bus stop at no cost to the CITY.

4. Upon substantial completion of the IMPROVEMENTS, the CITY shall own, operate and maintain the sidewalk on the west side of Randall Road and north side of Miller Road (west of Randall Road) as shown on the PLANS and within the CITY's municipal boundary at no cost to the COUNTY. The CITY shall submit an application for a facility permit to the COUNTY for said sidewalk along Randall Road.

   Maintenance is defined as any activity necessary to cause the sidewalk to function in accordance with CITY standards for public improvements. However, should the COUNTY reconstruct Randall Road in the future within the limits of this IMPROVEMENTS, the COUNTY shall repair the sidewalk at no cost to the CITY.

5. Upon completion of the IMPROVEMENTS, the Miller Road Bridge conveying the Woods Creek Tributary under Miller Road (West of Randall Road), which is within the CITY's municipal boundary and within the CITY's jurisdiction of Miller Road, the CITY shall own and operate the new Miller Road Bridge and shall be responsible for any and all inspections, maintenance, repairs and reconstruction associated with the bridge at no cost to the COUNTY.

6. The CITY shall be responsible for one hundred percent (100%) of the costs associated with the energy needed for the traffic signals on Randall Road at Miller Road and at Alexandra Boulevard.

7. The CITY shall reimburse the COUNTY one hundred percent (100%) of the costs associated with the installation of the EVP equipment upgrade features at the Miller Road and Alexandra Boulevard traffic signals as described in EXHIBIT B to this AGREEMENT.

8. The CITY shall reimburse the COUNTY one hundred percent (100%) of the costs associated with the landscaping to be installed by the COUNTY upon the median on Randall Road within the CITY's municipal boundaries, above and beyond the COUNTY's Tree Planting and Replacement Policy, as described in EXHIBIT B to this AGREEMENT. The PLANS identify seventy (70) trees which will be planted in the median which the COUNTY shall install at no cost to the CITY. Following installation, the CITY shall be responsible for any and all maintenance and repairs associated with all trees, turf, planter beds and plantings in the landscaped median at no cost to the COUNTY. No vegetation will be permitted to overhang the curb, at a height of less than eighteen (18) feet, and/or interfere with the traffic operations on Randall Road. If this occurs, the interfering vegetation shall be removed and/or trimmed by the CITY. The COUNTY reserves the right to require the removal of landscaping that poses a hazard to the motoring public and/or interferes with the routine maintenance of County right-of-way.

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Maintenance of the landscaped medians is defined as the proper care and trimming of any trees or shrubs planted, any replacement of landscaping (plants and trees); watering the landscaping as required to maintain the viability of the landscaping; street cleaning and/or storm sewer and drainage structure debris removal associated with the median landscaping, and other activities as required to remove landscaping debris; and/or any repairs to the curb and gutter and drainage system damage that clearly resulted from roots from the landscaping.

Maintenance does not include any damage caused by the COUNTY's routine maintenance such as snow removal, with the exception of de-icing agents. The COUNTY shall make all reasonable efforts to adopt and implement standard practices that are intended not to cause damage to the landscaping. Damage caused by the COUNTY's routine maintenance is the responsibility of the COUNTY. It is understood aside from landscaping maintenance, that the County right-of-way, including the pavement, storm water management system, curbs, storm sewers, structures, detention basins, flow control features, etc. will remain the ownership and maintenance responsibility of the COUNTY.

It is mutually agreed by and between the PARTIES that should the COUNTY need to perform any maintenance activity or future project which impacts the landscaping in any way, then the cost to relocate the landscaping shall be borne by the CITY if the CITY can relocate and reuse the plant materials; otherwise the cost to replace the landscaping shall be borne by the COUNTY. The COUNTY will restore the right-of-way to the original condition with the exception of plant materials beyond turf grass. The CITY shall be given thirty (30) days prior notice to the start of projects to remove and relocate the landscaping. The CITY should have courtesy review on projects that may impact the landscaping.

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9. The CITY shall perform mowing operations along Randall Road within the CITY's municipal boundaries as described below:
    a. West Side of Randall Road: Back of curb to the right-of-way.
    b. Center Landscaped Median: Back of curb to back of curb.
    c. East Side of Randall Road: Back of curb to 5 feet east of the bike path or the right-of-way, whichever is less.

10. The CITY shall pay one hundred percent (100%) of the costs associated with the removal and replacement of the existing gateway sign on the east side of Randall Road, north of Roosevelt Road. The CITY shall be responsible for any and all maintenance, repairs and reconstruction associated with the gateway sign at no cost to the COUNTY. The CITY shall submit an application for a facility permit to the COUNTY to install the gateway sign following substantial completion of the IMPROVEMENTS.

11. Noise Ordinance Waiver. In an effort to minimize the impact to traffic and businesses, portions of the project will be performed at night, generally between peak travel times. The CITY agrees to waive and will not enforce City Code 358-6J relating to and for the duration of the project to construct the IMPROVEMENTS, in order to allow "Construction Activity" to occur outside the identified hours of work. The CITY must be kept informed of the working hours outside the ordinance. Should the CITY receive excessive residential complaints, this waiver can be revoked.

12. The CITY shall reimburse the COUNTY for construction and engineering costs associated with the certain elements of the IMPROVEMENTS for which the CITY is responsible in accordance with this AGREEMENT and as more particularly described in EXHIBIT B to this AGREEMENT.

13. The CITY shall remit to the COUNTY an amount equal to ninety-five percent (95%) of the construction and engineering costs relating to the IMROVEMENTS for which the CITY is responsible pursuant to this AGREEMENT and as more particularly described in EXHIBIT B, based upon awarded unit prices, within sixty (60) days of receiving notice of the contract award.

14. The CITY agrees to reimburse the balance of its responsibility for the construction and engineering costs associated with the IMPROVEMENTS as set forth in this AGREEMENT and for which the CITY is responsible pursuant to this AGREEMENT and as more particularly described in EXHIBIT B based upon awarded unit prices, within sixty (60) days of receiving notice by the COUNTY of substantial completion of construction of the IMPROVEMENTS. Substantial completion means the construction is sufficiently complete in accordance with the PLANS so that the motoring public may travel in a normal traffic pattern, although punch list items remain to be completed.

15. The CITY further agrees to pass a supplemental resolution to provide necessary funds for the IMPROVEMENTS if the amount appropriated proves to be insufficient, to cover said costs.

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SECTION IV.
General Provisions

1. This AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.

2. Nothing contained in this AGREEMENT is intended or shall be construed as, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the CITY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the CITY, for any purpose or in any manner, whatsoever. Each PARTY is and shall remain independent of the other PARTY with respect to all rights exercised and obligations performed under this AGREEMENT.

3. Each person executing this AGREEMENT warrants and represents to the PARTIES (i) that he or she has the full and complete right, power and authority to execute this AGREEMENT and to agree to the terms, provisions, and conditions set forth in this AGREEMENT on behalf of the PARTY on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize him or her to execute and deliver this AGREEMENT have been taken; and (iii) this AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the PARTY on whose behalf he or she is executing.

4. The Effective Date of this AGREEMENT will be the first day of the month following the date upon which this AGREEMENT has been executed by the PARTIES.

5. The provisions of this AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of this AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.

6. No claim as a third-party beneficiary under this AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.

7. This AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.

8. Any alterations, amendments, deletions, or waivers of any provision of this AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.

9. Any notice or communication required or permitted to be given under THIS AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each PARTY shall have the right to change the address or the addressee, or both, for all future notices and communications to such PARTY, but no notice of a change of addressee or address shall be effective until actually received.

   Notices and communications to the COUNTY shall be addressed to, and delivered at, the following address:

   McHenry County Division of Transportation
   16111 Nelson Road
   Woodstock, Illinois 60098
   Attention: Mr. Joseph R. Korpalski, Jr., P.E.
   Director of Transportation/County Engineer
   Email: MCDOT@mchenrycountyil.gov

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With a copy to:
McHenry County State's Attorney
2200 N Seminary Ave, Suite 150,
Woodstock, IL 60098
Attention: Assistant State's Attorney Tom Cahill
Email: tpcahill@mchenrycountyil.gov

Notices and communications to the CITY shall be addressed to, and delivered at, the following addresses:

City Manager
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014
Attention: Name, Title
ehelm@crystallake.org

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this AGREEMENT without first obtaining the expressed written consent and permission of the remaining PARTIES.

11. This AGREEMENT shall be enforceable in any court of competent jurisdiction in McHenry County by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.

12. This AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this AGREEMENT.

13. This AGREEMENT shall be terminable only by the mutual written agreement of the PARTIES.

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

CITY OF CRYSTAL LAKE

ATTEST:

By: _____
Haig Haleblian
Mayor

_____
Nick Kachiroubas
City Clerk

Date: _____

COUNTY OF MCHENRY

ATTEST:

By: _____
Michael Buehler
County Board Chairman

_____
Joseph Tirio
McHenry County Clerk

Date: _____

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EXHIBIT A
General Depiction of the IMPROVEMENTS

The Improvement will generally be located in the area depicted in the map below.

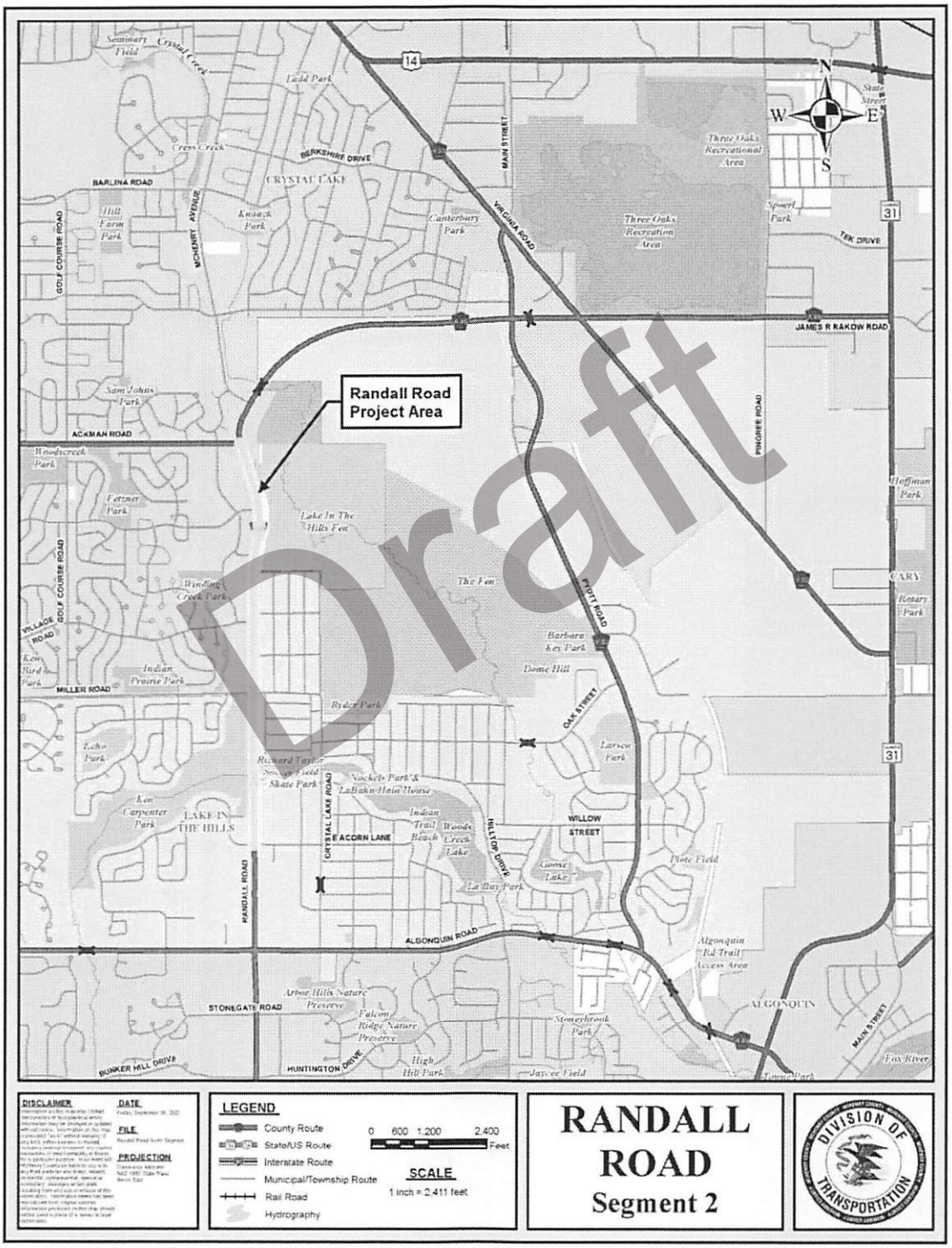


EXHIBIT B
COST PARTICIPATION

Estimated Division of Costs for the Randall Road Improvements
North Contract (Polaris Drive/Acorn Lane to Ackman Road)

Item	Estimated Cost	Portion Attributable to the County					
		Maint %	Cost %	Const $	DE 7%	CE 10%	County Total
Sidewalk	$257,000	0%	100%	$257,000	$18,000	$26,000	$301,000
Shared-use Path	$176,000	0%	100%	$176,000	$12,500	$18,000	$206,500
Watermain Removal	$80,000	N/A	100%	$80,000	$5,500	$8,000	$93,500
City Roadway Improvements	$790,000	0%	100%	$790,000	$55,500	$79,000	$924,500
Alexandra Blvd Signal	$435,000	100%	100%	$435,000	$30,500	$43,500	$509,000
EVP Upgrades	$20,000	100%	0%	$0	$0	$0	$0
Miller Road Bridge	$2,381,000	0%	100%	$2,381,000	$167,000	$238,000	$2,786,000
Lighting	$975,000	100%	100%	$975,000	$68,500	$97,500	$1,141,000
Tree Replacement Paid to the City	$17,000	0%	100%	$17,000	-	-	$17,000
Median Trees	$42,000	0%	100%	$42,000	$3,000	$4,500	$49,500
Median Plantings	$98,000	0%	0%	$0	$0	$0	$0
Project Totals	**$5,271,000**			**$5,153,000**	**$360,500**	**$514,500**	**$6,028,000**

Item	Estimated Cost	Portion Attributable to the City					
		Maint %	Cost %	Const $	DE 7%	CE 10%	City Total
Sidewalk	$257,000	100%	0%	$0	$0	$0	$0
Shared-use Path	$176,000	100%	0%	$0	$0	$0	$0
Watermain Removal	$80,000	N/A	0%	$0	$0	$0	$0
City Roadway Improvements	$790,000	0%	0%	$0	$0	$0	$0
Alexandra Blvd Signal	$435,000	0%	0%	$0	$0	$0	$0
Miller Road Bridge	$2,381,000	100%	0%	$0	$0	$0	$0
EVP Upgrades	$20,000	0%	100%	$20,000	$1,500	$2,000	$23,500
Lighting	$975,000	0%	0%	$0	$0	$0	$0
Tree Replacement Paid to the City	$17,000	100%	0%	$0	-	-	$0
Median Trees	$42,000	100%	0%	$0	$0	$0	$0
Median Plantings	$98,000	100%	100%	$98,000	$7,000	$10,000	$115,000
Project Totals	**$5,271,000**			**$118,000**	**$8,500**	**$12,000**	**$138,500**

Engineer's Estimate of Probable Cost by TranSystems, Dated November 2, 2023

The CITY's Estimated Initial Payment at Contract Award (95%) = $131,500
The CITY's Estimated Final Payment at Substantial Completion (5%) = $7,000
The CITY's Estimated Total Payment to McHenry County = $138,500

EXHIBIT B REFLECTS ESTIMATES OF COSTS. THE ACTUAL COSTS TO THE CITY SHALL BE BASED UPON AWARDED UNIT PRICES FOR THE ELEMENTS OF THE IMPROVEMENTS DETAILED ABOVE.

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Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: Approval of an Intergovernmental Agreement with the Crystal Lake Park District Relative to Transfer of Certain Property along Miller Road for a Multi-Use Path for the McHenry County Division of Transportation Randall Road Improvement

Staff Recommendation: Motion to adopt a Resolution authorizing the Mayor to execute the Intergovernmental Agreement between the City of Crystal Lake and the Crystal Lake Park District Relative to Transfer of Certain Property along Miller Road for a Multi-Use Path for the McHenry County Division of Transportation Randall Road Improvement

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

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Background:

The McHenry County Division of Transportation (MCDOT) upcoming Randall Road improvement project from Ackman Road to Acorn Lane in Lake in the Hills is on schedule to commence construction in the spring of 2024. The scope of work for the improvement includes:

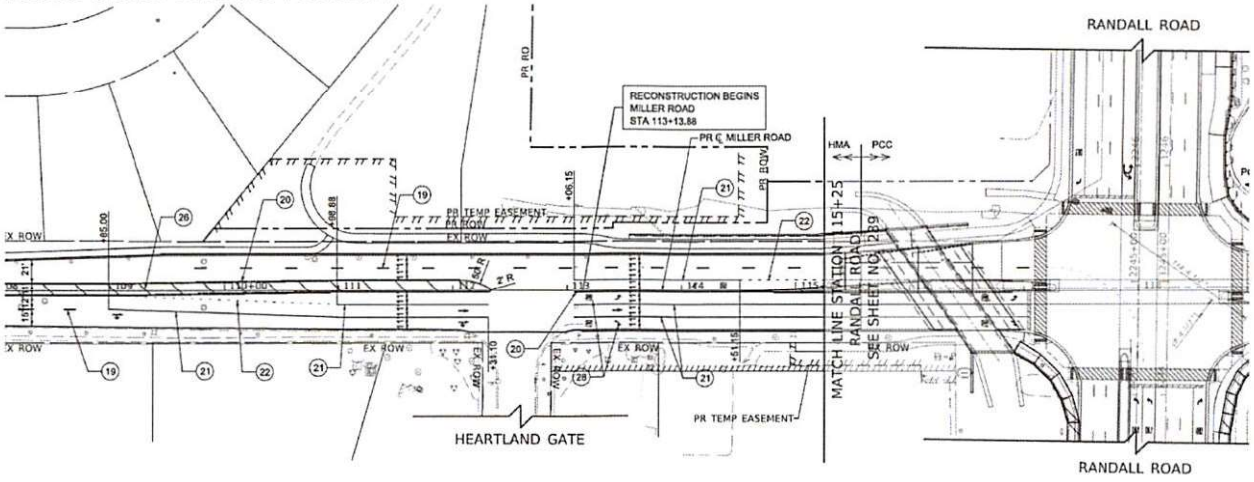
- Construction of three through lanes in each direction from Acorn Lane in Lake in the Hills to Ackman Road in Crystal Lake.
- New traffic signal at the intersection of Randall Road and Alexandra Boulevard.
- Convert Village Road at Randall Road to right-in/right-out access.
- Maintain Angela Lane at Randall Road with right-in/right-out access.
- Landscaped center median from Miller Road to Ackman Road similar to the Route 14 landscaped median.
- Addition of a six foot wide sidewalk on the west side and a ten foot wide off-street multi-use path on the east side of Randall Road. Both facilities will be placed as far from the edge of pavement as feasible.
- New bridge carrying Miller Road over Woods Creek east of Randall Road to convey storm water that is currently flowing through a dual-chamber angled box culvert under the intersection. The creek will be relocated back to the west side of Randall Road before the original Randall Road construction.
- Addition of roadway lighting along the entire corridor.

Miller Road in the vicinity of Randall Road is a City of Crystal Lake Street and the right-of-way is under the jurisdiction of the City. McHenry County, as part of the Randall Road Project, will need to reconstruct Miller Road (west leg of intersection with Randall Road.) The project requires an adjustment to the Park District's path west of Miller Road and the need to convert Park District property to right-of-way. Since the existing right-of-way is the City's, it is proposed to have the Park District transfer their property to the City rather than have a small sliver of County property between the City's property (right-of-way) and the Park District's property. The parcel to be transferred is a small strip approximately 10 feet wide by 220 feet.

An Intergovernmental Agreement (IGA) between the City and the Crystal Lake Park District (CLPD) has been prepared which transfers property along Miller Road to the City for the modification of the multi-use path as part of the Randall Road project. The intent of the transfer is to allow the relocated multi-use path to be placed in the City's right-of-way once construction is complete. There is no cost to either agency.



PROPOSED IMPROVEMENT



The City's legal counsel has reviewed the intergovernmental agreement and has deemed it acceptable.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS, the McHenry County Division of Transportation (MCDOT) has identified the need to improve Randall Road from Acorn Lane in Lake in the Hills to Ackman Road; and

WHEREAS, MCDOT owns and maintains Randall Road; and

WHEREAS, certain areas along Randall Road within the City limits will be impacted by the Randall Road improvement; and

WHEREAS, the Randall Road improvement will benefit the residents of 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 Mayor is authorized to execute an intergovernmental agreement between the CITY OF CRYSTAL LAKE and the CRYSTAL LAKE PARK DISTRICT to transfer certain property along Miller Road for a multi-use path.

DATED this 19th day of December, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 19, 2023
APPROVED: December 19, 2023

Draft

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CRYSTAL LAKE PARK DISTRICT AND THE CITY OF CRYSTAL LAKE RELATIVE TO THE TRANSFER OF CERTAIN PROPERTY ALONG MILLER ROAD FOR A BIKE PATH

THIS INTERGOVERNMENTAL AGREEMENT is entered into between the Crystal Lake Park District ("Park District") and the City of Crystal Lake ("City").

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, further authorize intergovernmental cooperation;

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/1, *et seq.*, authorizes local governments to transfer property upon such terms as may be agreed upon by the corporate authorities of both units of local government;

WHEREAS, the Park District and the City have decided that this Intergovernmental Agreement is necessary and convenient to advance the public purposes of the City and the Park District in providing for the health, safety and welfare of their respective residents;

WHEREAS, the Park District is the owner of certain real property lying generally north of Miller Road, west of Randall Road and that part of the Winding Creek Park Bike Trail property which is legally described on Exhibit A which is attached hereto ("Park District Property") and which is shown on the plat of survey attached hereto as Exhibit B;

WHEREAS, the County of McHenry ("County") is undertaking the widening of parts of Randall Road and Miller Road, and as part of this project will be constructing an eight (8) foot

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wide bike path (the "County Bike Path") along the north side of Miller Road that will connect to the Winding Creek Park Bike Path;

WHEREAS, as part of the project, the County has requested, and the City and Park District agree, that the Park District will convey a portion of the Park District Property to the City as shown on the plat of survey and referred to in the survey and herein as the ROW Property, and which is legally described in Exhibit C, which is attached hereto;

WHEREAS, the parties agree that it is in the best interests of their respective residents to enter into this Agreement and to take all steps necessary to construct the County Bike path.

NOW THEREFORE, in consideration of the foregoing as well as $10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Park District and the City agree as follows:

1. The City and the Park District hereby find that all recitals contained in the preamble of this Intergovernmental Agreement are complete, true and correct and hereby incorporate them into the Agreement by reference.

2. The Park District agrees to convey by quit claim deed, in the form attached hereto as Exhibit D, to the City and the City agrees to acquire from the Park District, the ROW Property. This conveyance shall be at no cost to Park District. Both parties shall bear their own attorneys' fees incurred in the course of negotiating and implementing this Agreement and the conveyance described herein. The City shall pay all costs of recording of the quit claim deed.

3. The Park District warrants and represents, as applicable, the following:

A. The Park District has full capacity, right, power and authority to execute, deliver and perform this Agreement.

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B. The Park District makes no representation about the condition of the ROW Property but asserts there are no pending, or to the best of Park District's knowledge, any anticipated suits, actions, investigations, proceedings, liens or notices from any governmental or quasi-governmental agency with respect to the ROW Property.

4. The City warrants and represents, as applicable, the following:

A. City has full capacity, right, power, and authority to execute, deliver and perform this Agreement.

B. City accepts the condition of the ROW Property.

5. The parties agree to extend whatever cooperation and perform all acts and execute all documents as are deemed necessary to affect the intent of this Agreement.

6. The Exhibits to this Agreement are incorporated by this reference.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by duly authorized officers as of the dates written below.

Draft

CRYSTAL LAKE PARK DISTRICT	CITY OF CRYSTAL LAKE
BY: _____	BY: _____
Eric Anderson, President	Haig Habelian, Mayor
Attest: _____	Attest: _____
Jason Herbster, Secretary	City Clerk
Dated: _____, 2023	Dated: _____, 2023

EXHIBIT A
Legal Description of Park District Property

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 19; thence South 00 degrees 04 minutes 59 seconds East, a distance of 1003.74 feet on the east line of the Northeast Quarter of said Section 19; thence South 89 degrees 55 minutes 01 seconds West, a distance of 150.00 feet to a point on the west right-of-way line of a public highway as dedicated October 31, 1969, as document number 516645; thence South 00 degrees 04 minutes 59 seconds East, a distance of 100.00 feet on the aforesaid west right-of-way line; thence South 89 degrees 55 minutes 01 seconds West, a distance of 194.00 feet to a point of curvature; thence westerly along a curve concave southerly, having a radius of 432.96 feet, an arc distance of 109.03 feet (the chord thereof bearing South 82 degrees 42 minutes 10 seconds West, a chord distance of 108.74 feet) to a point of tangency; thence South 75 degrees 29 minutes 18 seconds West, a distance of 165.00 feet to a point of curvature; thence westerly along a curve concave northerly having a radius of 1015.00 feet, an arc distance of 70.92 feet (the chord thereof bearing South 77 degrees 29 minutes 24 seconds West, a chord distance of 70.90 feet) for the place of beginning; thence continuing westerly along the last described curve having a radius of 1015.00 feet, an arc distance of 36.11 feet; thence South 05 degrees 21 minutes 49 seconds East, a distance of 242.49 feet; thence South 23 degrees 58 minutes 52 seconds East, a distance of 109.16 feet; thence South 0 degrees 04 minutes 59 seconds East, a distance of 27.00 feet; thence South 36 degrees 13 minutes 27 seconds West, a distance of 163.87 feet; thence South 27 degrees 59 minutes 54 seconds East, a distance of 165.00 feet; thence South 14 degrees 29 minutes 02 seconds West, a distance of 151.75 feet; thence South 36 degrees 27 minutes 04 seconds West, a distance of 70.17 feet; thence South 00 degrees 07 minutes 46 seconds East, a distance of 235.06 feet; thence South 38 degrees 50 minutes 51 seconds West, a distance of 295.61 feet; thence North 89 degrees 00 minutes 17 seconds East, a distance of 226.39 feet; thence North 00 degrees 59 minutes 43 seconds West, a distance of 62.35 feet; thence North 07 degrees 44 minutes 56 seconds East, a distance of 146.22 feet; thence North 00 degrees 04 minutes 59 seconds West, a distance of 184.36 feet; thence North 25 degrees 55 minutes 28 seconds East, a distance of 130.55 feet; thence North 19 degrees 09 minutes 08 seconds East, a distance of 93.35 feet; thence North 00 degrees 05 minutes 00 seconds West, a distance of 309.69 feet; thence North 18 degrees 36 minutes 33 seconds West, a distance of 37.76 feet; thence North 00 degrees 04 minutes 59 seconds West, a distance of 34.62 feet; thence North 23 degrees 58 minutes 52 seconds West, a distance of 110.88 feet; thence North 05 degrees 21 minutes 49 seconds West, a distance of 239.18 feet to the place of beginning.

Draft

Exhibit B

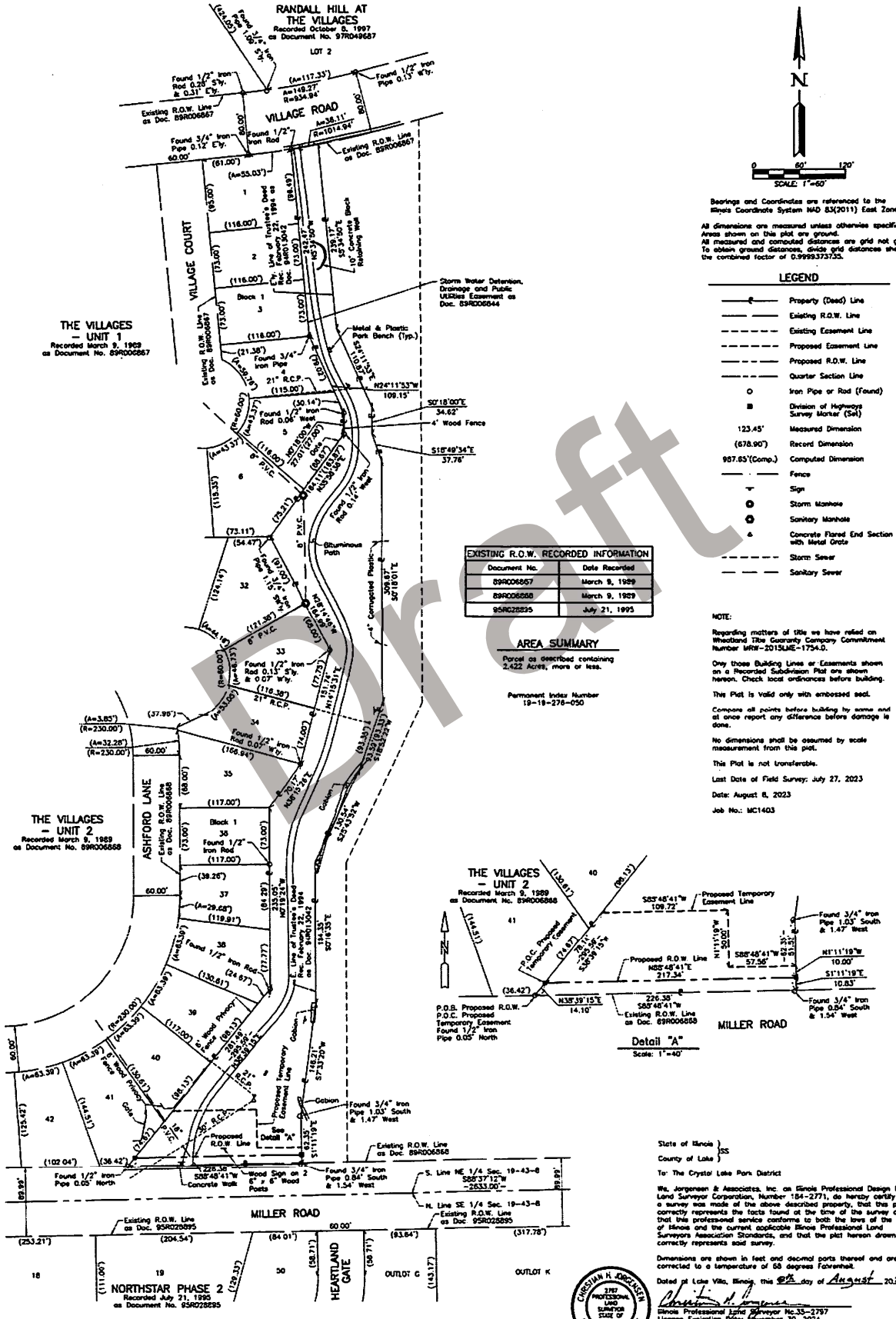
Plat of Survey

Draft

JORGENSEN & ASSOCIATES, INC.
(847) 356-3371

PLAT OF SURVEY

120 PARK AVENUE
LAKE VILLA, ILLINOIS 60046



Bearings and Coordinates are referenced to the Illinois Coordinate System NAD 83(2011) East Zone.

All dimensions are measured unless otherwise specified. Areas shown on this plat are ground. All measured and computed distances are grid not ground. To obtain ground distances, divide grid distances shown by the combined factor of 0.99993737355.

LEGEND

——	Property (Deed) Line
—— ——	Existing R.O.W. Line
– – – – –	Existing Easement Line
– – – – –	Proposed Easement Line
—— – ——	Proposed R.O.W. Line
—— – ——	Quarter Section Line
O	Iron Pipe or Rod (Found)
■	Division of Highways Survey Marker (Set)
123.45'	Measured Dimension
(678.90')	Record Dimension
987.65'(Comp.)	Computed Dimension
—— · ——	Fence
	Sign
	Storm Manhole
	Sanitary Manhole
	Concrete Flared End Section with Metal Grate
– – – – –	Storm Sewer
— — —	Sanitary Sewer

EXISTING R.O.W. RECORDED INFORMATION	
Document No.	Date Recorded
89R006857	March 9, 1989
89R006858	March 9, 1989
95R028895	July 21, 1995

AREA SUMMARY

Parcel as described containing 2.422 Acres, more or less.

Permanent Index Number
19-19-276-050

NOTE:

Regarding matters of title we have relied on Wheatland Title Guaranty Company Commitment Number WRW-2015LME-1754.0.

Only those Building Lines or Easements shown on a Recorded Subdivision Plat are shown hereon. Check local ordinances before building.

This Plat is valid only with embossed seal.

Compare all points before building by some and at once report any difference before damage is done.

No dimensions shall be assumed by scale measurement from this plat.

This Plat is not transferable.

Last Date of Field Survey: July 27, 2023

Date: August 8, 2023

Job No.: MC1403

State of Illinois)
County of Lake) SS

To: The Crystal Lake Park District

We, Jorgensen & Associates, Inc. an Illinois Professional Design Firm Land Surveyor Corporation, Number 184-2771, do hereby certify that a survey was made of the above described property, that this plat correctly represents the facts found at the time of the survey and that this professional service conforms to both the laws of the State of Illinois and the current applicable Illinois Professional Land Surveyors Association Standards, and that the plat hereon drawn correctly represents said survey.

Dimensions are shown in feet and decimal parts thereof and are corrected to a temperature of 68 degrees Fahrenheit.

Dated at Lake Villa, Illinois, this 8th day of August 2023 A.D.

CHRISTIAN N. JORGENSEN 2787 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LAKE VILLA, ILLINOIS

Illinois Professional Land Surveyor No. 35-2787
License Expiration Date: November 30, 2024

This professional service conforms to the current Illinois minimum standards for a boundary survey.

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Draft

JORGENSEN & ASSOCIATES, INC.
(847) 356-3371

PLAT OF SURVEY
of

120 PARK AVENUE
LAKE VILLA, ILLINOIS 60046

PREMISES

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 19; thence South 00 degrees 04 minutes 59 seconds East, a distance of 1003.74 feet on the east line of the Northeast Quarter of said Section 19; thence South 89 degrees 55 minutes 01 seconds West, a distance of 130.00 feet to a point on the west right-of-way line of a public highway as dedicated October 31, 1969, as document number 516545; thence South 00 degrees 04 minutes 59 seconds East, a distance of 100.00 feet on the aforesaid west right-of-way line; thence South 89 degrees 55 minutes 01 seconds West, a distance of 194.00 feet to a point of curvature; thence westerly along a curve concave southerly, having a radius of 432.96 feet, an arc distance of 109.03 feet (the chord thereof bearing South 82 degrees 42 minutes 10 seconds West, a chord distance of 108.74 feet) to a point of tangency; thence South 75 degrees 29 minutes 18 seconds West, a distance of 163.00 feet to a point of curvature; thence westerly along a curve concave northerly having a radius of 1015.00 feet, an arc distance of 70.82 feet (the chord thereof bearing South 77 degrees 29 minutes 24 seconds West, a chord distance of 70.90 feet) for the place of beginning; thence continuing westerly along the last described curve having a radius of 1015.00 feet, an arc distance of 36.11 feet; thence South 05 degrees 21 minutes 49 seconds East, a distance of 242.49 feet; thence South 23 degrees 58 minutes 52 seconds East, a distance of 109.16 feet; thence South 0 degrees 04 minutes 59 seconds East, a distance of 27.00 feet; thence South 36 degrees 13 minutes 27 seconds West, a distance of 143.87 feet; thence South 27 degrees 58 minutes 54 seconds East, a distance of 185.00 feet; thence South 14 degrees 29 minutes 02 seconds West, a distance of 151.75 feet; thence South 36 degrees 27 minutes 04 seconds West, a distance of 70.17 feet; thence South 00 degrees 07 minutes 46 seconds East, a distance of 233.06 feet; thence South 30 degrees 30 minutes 31 seconds West, a distance of 295.61 feet; thence North 89 degrees 00 minutes 17 seconds East, a distance of 226.39 feet; thence North 00 degrees 59 minutes 43 seconds West, a distance of 82.35 feet; thence North 07 degrees 44 minutes 56 seconds East, a distance of 146.22 feet; thence North 00 degrees 04 minutes 59 seconds West, a distance of 184.36 feet; thence North 25 degrees 55 minutes 28 seconds East, a distance of 130.55 feet; thence North 18 degrees 09 minutes 05 seconds East, a distance of 93.35 feet; thence North 00 degrees 05 minutes 00 seconds West, a distance of 309.69 feet; thence North 18 degrees 36 minutes 33 seconds West, a distance of 37.76 feet; thence North 00 degrees 04 minutes 59 seconds West, a distance of 34.62 feet; thence North 23 degrees 58 minutes 52 seconds West, a distance of 110.68 feet; thence North 05 degrees 21 minutes 49 seconds West, a distance of 239.18 feet to the place of beginning.

PROPOSED R.O.W. PARCEL

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.99993737335, described as follows:

Beginning at the southeast corner of Lot 41 in The Villages Unit 2, being a subdivision of part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded March 9, 1989 as document number 89R006968, said point being also the southwest corner of the grantor, according trustee's deed recorded February 22, 1994 as document number 94R013042; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 38 degrees 39 minutes 15 seconds East along the southeasterly line of Lot 41 in said The Villages Unit 2, being also a northwesterly line of the grantor, according to said trustees deed, a distance of 14.10 feet; thence North 88 degrees 48 minutes 41 seconds East, a distance of 217.34 feet to an east line of the grantor according to said trustee's deed; thence South 1 degree 11 minutes 19 seconds East along an east line of the grantor, according to said trustee's deed, a distance of 10.83 feet to the north right of way line of Miller Road recorded March 9, 1989 as document number 89R006968; thence South 88 degrees 48 minutes 41 seconds West along the said north right of way line of Miller Road, a distance of 228.38 feet to the point of beginning;

Said parcel containing 0.055 acre, more or less.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.99993737335, described as follows:

Commencing at the southeast corner of Lot 41 in The Villages Unit 2, being a subdivision of part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded March 9, 1989 as document number 89R006968, said point being also the southwest corner of the grantor, according trustee's deed recorded February 22, 1994 as document number 94R013042; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 38 degrees 39 minutes 15 seconds East along the southeasterly line of Lot 41 in said The Villages Unit 2, being also a northwesterly line of the grantor, according to said trustees deed, a distance of 14.10 feet to the point of beginning; thence North 88 degrees 48 minutes 41 seconds East, a distance of 217.34 feet to an east line of the grantor according to said trustee's deed; thence North 1 degree 11 minutes 19 seconds West along an east line of the grantor, according to said trustee's deed, a distance of 10.00 feet; thence South 88 degrees 48 minutes 41 seconds West, a distance of 57.56 feet; thence North 1 degree 11 minutes 19 seconds West, a distance of 50.00 feet; thence South 88 degrees 48 minutes 41 seconds West, a distance of 159.72 feet to a northwesterly line of the grantor, according to said trustee's deed, being also the southeasterly line of Lot 40 in said The Villages Unit 2; thence South 38 degrees 39 minutes 15 seconds West along a northwesterly line of the grantor, according to said trustee's deed, being also the southeasterly line of Lots 40 and 41 in said The Villages Unit 2, a distance of 78.14 feet to the point of beginning.

Said temporary easement 0.198 acre, more or less.

Draft

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Exhibit C

Legal Description of ROW Property

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Beginning at the southeast corner of Lot 41 in The Villages Unit 2, being a subdivision of part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded March 9, 1989 as document number 89R006868, said point being also the southwest corner of the grantor, according trustee's deed recorded February 22, 1994 as document number 94R013042; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 38 degrees 39 minutes 15 seconds East along the southeasterly line of Lot 41 in said The Villages Unit 2, being also a northwesterly line of the grantor, according to said trustees deed, a distance of 14.10 feet; thence North 88 degrees 48 minutes 41 seconds East, a distance of 217.34 feet to an east line of the grantor according to said trustee's deed; thence South 1 degree 11 minutes 19 seconds East along an east line of the grantor, according to said trustee's deed, a distance of 10.83 feet to the north right of way line of Miller Road recorded March 9, 1989 as document number 89R006868; thence South 88 degrees 48 minutes 41 seconds West along the said north right of way line of Miller Road, a distance of 226.38 feet to the point of beginning;

Said parcel containing 0.055 acre, more or less.

Draft

EXHIBIT D

QUIT CLAIM DEED

MAIL TO and
NAME AND ADDRESS OF TAXPAYER:
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014

THE GRANTOR, Crystal Lake Park District, an Illinois Park District, for and in consideration of TEN and NO/100 dollars ($10.00), in hand paid, CONVEY and QUIT CLAIMS to the City of Crystal Lake Park District, a municipal corporation, of the County of McHenry, in the State of Illinois, to wit:

That part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Beginning at the southeast corner of Lot 41 in The Villages Unit 2, being a subdivision of part of the Northeast Quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded March 9, 1989 as document number 89R006868, said point being also the southwest corner of the grantor, according trustee's deed recorded February 22, 1994 as document number 94R013042; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 38 degrees 39 minutes 15 seconds East along the southeasterly line of Lot 41 in said The Villages Unit 2, being also a northwesterly line of the grantor, according to said trustees deed, a distance of 14.10 feet; thence North 88 degrees 48 minutes 41 seconds East, a distance of 217.34 feet to an east line of the grantor according to said trustee's deed; thence South 1 degree 11 minutes 19 seconds East along an east line of the grantor, according to said trustee's deed, a distance of 10.83 feet to the north right of way line of Miller Road recorded March 9, 1989 as document number 89R006868; thence South 88 degrees 48 minutes 41 seconds West along the said north right of way line of Miller Road, a distance of 226.38 feet to the point of beginning;

Said parcel containing 0.055 acre, more or less.

Subject to: General real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate.

THIS IS NOT HOMESTEAD PROPERTY.

Draft

Vacant land north of Miller Road, Crystal Lake, IL 60014.

Permanent Index Number: part of 19-19-276-050

DATED this ____ day of _____, 2023.

Crystal Lake Park District

By:_____
Eric Anderson, President

Attest:

_____
Jason Herbster, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Eric Anderson and Jason Herbster, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this ___ day of _____, 2023.

_____
NOTARY PUBLIC

McHenry COUNTY - ILLINOIS TRANSFER STAMP

NAME and ADDRESS OF PREPARER:

Scott A. Puma
Ancel, Glink., P.C.
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, Illinois 60061-1493

EXEMPT UNDER PROVISIONS OF PARAGRAPH (b) , SECTION 4, REAL ESTATE TRANSFER ACT
DATE:_____, 2023

_____
Signature of Buyer, Seller or Representative

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date:	December 19, 2023
Item:	Bid Award - Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair – Various Facilities
Staff Recommendation:	Motion to award the contract for HVAC Maintenance and Repair – Various Facilities to the lowest responsible and responsive bidder, Atomatic Mechanical Services, Inc., and adopt a Resolution authorizing the City Manager to execute a two-year contract with Atomatic Mechanical Services, Inc. in the amount of $221,884 and approve a not-to-exceed $90,450 allowance for needed parts and repairs.
Staff Contact:	Michael Magnuson, P.E., Director of Public Works and Engineering

---

Background:
The City of Crystal Lake utilizes a contracted vendor for the routine maintenance and repairs of the City's heating, ventilation and air conditioning (HVAC) equipment at City Hall, Fire Stations, Three Oaks Recreation Area, downtown train station, and wastewater treatment plants. This includes over 80 pieces of equipment ranging from large air handling units, steam boilers, and chillers to smaller package units, water heaters, and area heaters.

On December 5, 2023, the City of Crystal Lake publicly opened and read aloud bids received for the HVAC Maintenance and Repair – Various Facilities. This contract will cover heating ventilation and air conditioning (HVAC) work at various City owned facilities.

The bid requested vendors provide a flat fee for the routine maintenance of the HVAC systems, and provide hourly rates, and parts markup (percentage) for optional repair services at the discretion of the City. Five vendors submitted bids for the contract. The breakdown of base bids is as follows:

	Atomatic Mechanical Services, Arlington Heights, IL √	Hayes Mechanical, Chicago, IL	Helm Services, Freeport, IL	Roberts Environmental Control Corp., Tinley Park, IL	F.E. Moran Mechanical, Northbrook, IL
Municipal Complex & Downtown Train Station	$168,940.00	$175,520.00	$249,572.00	$269,160.00	$363,914.00
Three Oaks Recreation Area	$18,264.00	$21,910.00	$13,694.00	$13,845.00	$24,868.00
Fire Stations 3 & 4	$20,496.00	$17,470.00	$17,484.00	$15,744.00	$35,810.00
All Wastewater Treatment Buildings Listed	$14,184.00	$18,350.00	$14,494.00	$12,468.00	$15,635.00
Sub-Total:	**$221,884.00**	**$233,250.00**	**$295,244.00**	**$311,217.00**	**$440,227.00**
Hourly Rates (M-F, 7:00am - 5:00pm)					
Journeyman HVAC	$175.00	$148.50	$144.00	$168.00	$182.00
Estimated 200 hours	**$35,000.00**	**$29,700.00**	**$28,800.00**	**$33,600.00**	**$36,400.00**
Apprentice HVAC	$145.00	$140.00	$144.00	$138.00	$182.00
Estimated 50 hours	**$7,250.00**	**$7,000.00**	**$7,200.00**	**$6,900.00**	**$9,100.00**
Sub-Total:	**$42,250.00**	**$36,700.00**	**$36,000.00**	**$40,500.00**	**$45,500.00**
Hourly Rates (After 5:00pm, Weekends & Emergency Call-out)					
Journeyman HVAC	$225.00	$200.00	$216.00	$223.00	$257.00
Estimated 50 hours	**$11,250.00**	**$10,000.00**	**$10,800.00**	**$11,150.00**	**$12,850.00**
Apprentice HVAC	$195.00	$180.00	$216.00	$178.00	$257.00
Estimated 10 hours	**$1,950.00**	**$1,800.00**	**$2,160.00**	**$1,780.00**	**$2,570.00**
Sub-Total:	**$13,200.00**	**$11,800.00**	**$12,960.00**	**$12,930.00**	**$15,420.00**
Grand Total:	**$277,334.00**	**$281,750.00**	**$344,204.00**	**$364,647.00**	**$501,147.00**

√ Indicates recommended lowest responsive and responsible bidder

Recommendation:

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

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Therefore, it is the recommendation of staff to award the bid to the lowest responsible and responsive bidder, Atomatic Mechanical Services, Inc., for the HVAC Maintenance and Repair – Various Facilities for a two-year contract period. Based on a review of the hourly rates submitted as part of the bid and past repair experience, it is further recommended that a not-to-exceed amount of $90,450 (estimate of bid regular hours, overtime hours and a $35,000 parts allowance) be approved for repair services.

Funding for this work is included in the annual budgets for Public Works, Fire Rescue, Three Oaks and the General Fund (Municipal Complex including the Police Department).

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE routinely contracts for heating, ventilation, and air conditioning (HVAC) maintenance and repair services at its various facilities; and

WHEREAS the CITY OF CRYSTAL LAKE received and publicly opened bids for HVAC Maintenance and Repair – Various Facilities on December 5, 2023; and

WHEREAS the lowest responsive and responsible bidder for HVAC Maintenance and Repair – Various Facilities was Atomatic Mechanical Services, Inc., Arlington Heights, 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 two-year contract between the CITY OF CRYSTAL LAKE and Atomatic Mechanical Services, Inc. for HVAC Maintenance and Repair – Various Facilities for $221,884.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve unforeseen repairs for a not-to-exceed amount of $90,450 for the two-year contract period.

DATED this 19th day of December, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

Nick Kachiroubas, CITY CLERK

PASSED: December 19, 2023
APPROVED: December 19, 2023

Draft

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, ILLINOIS 60014

Bidder Information

Company Name: Atomatic Mechanical Services Inc **Telephone:** 847-818-4300

Address: 3733 N Ventura Drive **Fax:**

City, State, Zip: Arlington Heights,IL 60004 **Email:** landerson@atomatic.com

Contact Person: Laura Anderson

BID PRICES FOR: HVAC Maintenance and Repair Services Contract	
	(1/1/24 – 12/31/25)
1. Municipal Complex & Downtown Train Station HVAC Preventative Maintenance Contract:	$ $168,940.00
2. Three Oaks Recreation Area HVAC Preventative Maintenance Contract:	$ $18,264.00
3. Fire Stations 3 & 4 *HVAC Preventative Maintenance Contract:*	$ $20,496.00
4. All Wastewater Treatment Buildings Listed HVAC Preventative Maintenance Contract:	$ 14,184.00

*Estimated hours are not a guaranty of hours.

General Repair Hourly Rate, including Labor, Equipment, and Transportation			
	(1/1/24 – 12/31/25)	***Estimated Hours**	**Estimated Hours Total**
Hourly Service Rate *Regular Time:* Monday Through Friday 7:00 AM – 5:00 PM			Hourly Rate x Hours = Total
5. Journeyman HVAC	$ 175.00	200 Hours	$ 35,000.00
6. Apprentice HVAC	$ 145.00	50 Hours	$ 7,250.00
Hourly Service Rate *Emergency:* After 5:00 PM, Weekends, and Emergency Call-out			
7. Journeyman HVAC	$ 225.00	50 Hours	$ 11,250.00
8. Apprentice HVAC	$ 195.00	10 Hours	$ ~~1,850.00~~ 1,950
		Total #1 - #8	$ ~~55,350.00~~ 277,334.00

Parts Cost Mark-up Percentage	
Percentage of markup on price paid by City for repair parts :	43 %

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, ILLINOIS 60014

Bidder Information

Company Name: Hayes Mechanical
Telephone: 773-784-0000
Address: 5959 S. Harlem Ave.
Fax:
City, State, Zip: Chicago, IL 60638
Email: jpedicini@hayesmechanical.com
Contact Person: Jim Pedicini

BID PRICES FOR: HVAC Maintenance and Repair Services Contract	
	(1/1/24 – 12/31/25)
1. Municipal Complex & Downtown Train Station HVAC Preventative Maintenance Contract:	$175,520.00
2. Three Oaks Recreation Area HVAC Preventative Maintenance Contract:	$ 21,910.00
3. Fire Stations 3 & 4 HVAC Preventative Maintenance Contract:	$ 17,470.00
4. All Wastewater Treatment Buildings Listed HVAC Preventative Maintenance Contract:	$ 18,350.00

*Estimated hours are not a guaranty of hours.

General Repair Hourly Rate, including Labor, Equipment, and Transportation			
	(1/1/24 – 12/31/25)	***Estimated Hours**	**Estimated Hours Total**
Hourly Service Rate *Regular Time:* Monday Through Friday 7:00 AM – 5:00 PM			Hourly Rate x Hours = Total
5. Journeyman HVAC	$ 148.50	200 Hours	$ 29,700.00
6. Apprentice HVAC	$ 140.00	50 Hours	$ 7,000.00
Hourly Service Rate *Emergency:* After 5:00 PM, Weekends, and Emergency Call-out			
7. Journeyman HVAC	$ 200.00	50 Hours	$ ~~25,000.00~~ +10,000
8. Apprentice HVAC	$ 180.00	10 Hours	$ 1,800.00
		Total #1 - #8	$ ~~296,750.00~~ +281,750.00

Parts Cost Mark-up Percentage	
Percentage of markup on price paid by City for repair parts :	20 %

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, ILLINOIS 60014

Bidder Information

Company Name: Mechanical Inc dba Helm Service **Telephone:** 708-398-0317

Address: 2279 Yellow Creek Road **Fax:** 815-235-1940

City, State, Zip: Freeport, IL 61032 **Email:** epfaff@helmgroup.com

Contact Person: Emily Pfaff

BID PRICES FOR: HVAC Maintenance and Repair Services Contract	
	(1/1/24 – 12/31/25)
1. Municipal Complex & Downtown Train Station HVAC Preventative Maintenance Contract:	$ 249,572.00
2. Three Oaks Recreation Area HVAC Preventative Maintenance Contract:	$ 13,694.00
3. Fire Stations 3 & 4 HVAC Preventative Maintenance Contract:	$ 17,484.00
4. All Wastewater Treatment Buildings Listed HVAC Preventative Maintenance Contract:	$ 14,494.00

*Estimated hours are not a guaranty of hours.

General Repair Hourly Rate, including Labor, Equipment, and Transportation			
	(1/1/24 – 12/31/25)	***Estimated Hours**	**Estimated Hours Total**
Hourly Service Rate *Regular Time:* Monday Through Friday 7:00 AM – 5:00 PM			Hourly Rate x Hours = Total
5. Journeyman HVAC	$ 144.00	200 Hours	$ 28,800.00
6. Apprentice HVAC	$ 144.00	50 Hours	$ 7,200.00
Hourly Service Rate *Emergency:* After 5:00 PM, Weekends, and Emergency Call-out			
7. Journeyman HVAC	$ 216.00	50 Hours	$ 10,800.00
8. Apprentice HVAC	$ 216.00	10 Hours	$ 2,160.00
		Total #1 - #8	$ ₱344,204.00 ~~48,960.00~~

Parts Cost Mark-up Percentage	
Percentage of markup on price paid by City for repair parts :	14.7 %

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, ILLINOIS 60014

Bidder Information

Company Name: Roberts Environmental Control Corp
Telephone: 708-429-7700
Address: 8500 185th Street
Fax: 708-429-2041
City, State, Zip: Tinley Park, IL 60487
Email: Kweiland@Robertshvac.com
Contact Person: Kevin Weiland

BID PRICES FOR: HVAC Maintenance and Repair Services Contract	
	(1/1/24 – 12/31/25)
1. Municipal Complex & Downtown Train Station HVAC Preventative Maintenance Contract:	$ 269,160.00
2. Three Oaks Recreation Area HVAC Preventative Maintenance Contract:	$ 13,845.00
3. Fire Stations 3 & 4 HVAC Preventative Maintenance Contract:	$ 15,744.00
4. All Wastewater Treatment Buildings Listed HVAC Preventative Maintenance Contract:	$ 12,468.00

*Estimated hours are not a guaranty of hours.

General Repair Hourly Rate, including Labor, Equipment, and Transportation			
	(1/1/24 – 12/31/25)	***Estimated Hours**	**Estimated Hours Total**
Hourly Service Rate *Regular Time:* Monday Through Friday 7:00 AM – 5:00 PM			Hourly Rate x Hours = Total
5. Journeyman HVAC	$ 168.00	200 Hours	$ 33,600.00
6. Apprentice HVAC	$ 138.00	50 Hours	$ 6,900.00
Hourly Service Rate *Emergency:* After 5:00 PM, Weekends, and Emergency Call-out			
7. Journeyman HVAC	$ 223.00	50 Hours	$ 11,150.00
8. Apprentice HVAC	$ 178.00	10 Hours	$ 1,780.00
		Total #1 - #8	$ 364,647.00

Parts Cost Mark-up Percentage	
Percentage of markup on price paid by City for repair parts :	20 %

CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, ILLINOIS 60014

Bidder Information

Company Name: FEMORAN MECH. SERVICES **Telephone:** 847-291-9101

Address: 2283 CARLSON **Fax:** 847-291-9115

City, State, Zip: NORTHBROOK, IL 60062 **Email:** MIKE.MALONI@FEMORAN.COM

Contact Person: MIKE MALONI

BID PRICES FOR: HVAC Maintenance and Repair Services Contract	
	(1/1/24 – 12/31/25)
1. Municipal Complex & Downtown Train Station HVAC Preventative Maintenance Contract:	$ 363,914 ^00
2. Three Oaks Recreation Area HVAC Preventative Maintenance Contract:	$ 24,868 ^00
3. Fire Stations 3 & 4 HVAC Preventative Maintenance Contract:	$ 35,810 ^00
4. All Wastewater Treatment Buildings Listed HVAC Preventative Maintenance Contract:	$ 15,635 ^00

*Estimated hours are not a guaranty of hours.

General Repair Hourly Rate, including Labor, Equipment, and Transportation			
	(1/1/24 – 12/31/25)	***Estimated Hours**	**Estimated Hours Total**
Hourly Service Rate *Regular Time:* Monday Through Friday 7:00 AM – 5:00 PM			Hourly Rate x Hours = Total
5. Journeyman HVAC	$ 182.00	200 Hours	$ 36,400.00
6. Apprentice HVAC	$ 182.00	50 Hours	$ 9,100.00
Hourly Service Rate *Emergency:* After 5:00 PM, Weekends, and Emergency Call-out			
7. Journeyman HVAC	$ 257.00	50 Hours	$ 12,850.00
8. Apprentice HVAC	$ 257.00	10 Hours	$ 2,570.00
		Total #1 - #8	$ 501,147.00

Parts Cost Mark-up Percentage	
Percentage of markup on price paid by City for repair parts :	20 %

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: Approval of change order providing additional compensation for additional pedestrian crossing locations on the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program

Staff Recommendation: Motion to adopt a Resolution approving a change order to the contract with Strada Construction Company for additional compensation in the amount of $23,232.10 for additional pedestrian crossing locations in the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program

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

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Background:
A resolution was approved at the April 18, 2023 City Council Meeting authorizing Strada Construction Company to complete the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program. During the summer, staff identified the need for additional pedestrian crossing enhancements near the Dole Mansion, Prairie Ridge High School (upgraded pedestrian crossing), and the Village Road multi-use path (improve connectivity in the Randall Road corridor). The construction improves safety and access to all users, and the approved FY 2023/2024 budget accounts for the additional costs. Adding these additional areas of work to the annual concrete contract derives efficiencies as opposed to bidding these small projects separately.

The resolution passed in April did not include the typical ten percent contingency. The proposed change order would result in a contract change of 4.7 percent.

Votes Required to Pass:
Simple majority

RESOLUTION APPROVING CHANGE ORDER

WHEREAS the CITY OF CRYSTAL LAKE identified the need to remove and replace sidewalk, curb, and pedestrian ADA ramps; and

WHEREAS the CITY has contracted with Strada Construction Company to complete the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program (the "Project"); and

WHEREAS the CITY identified the need to improve additional ADA ramps and multi-use path crossings during the course of construction; and

WHEREAS efficiencies derived from constructing the repairs using the same contractor under contract for the Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program is of value and benefit to the CITY; and

WHEREAS, the Mayor and City council have determined that 1) the change is germane to the original contract as signed and 2) the change order is in the best interests of the City of Crystal Lake; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE THAT:

SECTION ONE. Recitals. The foregoing recitals are incorporated as though fully set forth herein.

SECTION TWO. Approval of Change Order. The change order to the agreement with Strada Construction Company is hereby approved and the City Manager is authorized to increase the upper level of compensation to Strada Construction Company by an additional $23,232.10, a 4.7 percent increase and to execute all documents necessary to effectuate the change in the agreement with Strada Construction Company.

Draft

DATED this 19th day of December, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 19, 2023
APPROVED: December 19, 2023

Draft

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: Bid Award – Salt for Water Treatment

Staff Recommendation: Motion to award the contract for the purchase and delivery of salt for water treatment to the lowest responsive, responsible bidder, Midwest Salt, LLC, and to adopt a Resolution authorizing the City Manager to execute a contract with Midwest Salt, LLC for water treatment salt in the amount of $146.00 per ton.

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

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Background:
Salt is used daily at the City's five water treatment plants as part of the water treatment process to meet Illinois Environmental Protection Agency (IEPA) drinking water standards. The amount of salt used by the City varies based on water demand. Public Works anticipates utilizing approximately 3,500 tons of salt in 2024. The City does not have the capability of storing large quantities of this salt. Therefore, it is important that the vendor provide deliveries throughout the year so water plant operations are not interrupted.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows governmental agencies to combine purchasing power to leverage cost savings. The City of Crystal Lake partnered with the Village of Cary, the Village of Algonquin, the Village of Huntley, the Village of Lake in the Hills, the Village of Gilberts, and the City of Woodstock to solicit bids for salt. On December 1, 2023, the bids were publically opened by the City of Woodstock. The results for Crystal Lake are as follows:

Bidder	Base Year 2024 (per ton)
√Midwest Salt, LLC West Chicago, IL	$146.00
Compass Minerals Overland Park, KS	$160.00

√ Indicates recommended lowest responsive and responsible bidder

The current one-year contract price is $130.00 per ton with Midwest Salt. The City of Woodstock managed the bidding process for McMPI and sent the bid advertisement to several bidders including those that have held the contract in the past.

Recommendation:

The Public Works Department has reviewed the bids received for completeness and accuracy. Midwest Salt, LLC currently provides salt to the City of Crystal Lake. It is staff's recommendation to award a one-year contract for water treatment salt to the lowest responsive and responsible bidder, Midwest Salt, LLC, in the amount of $146.00 per ton. Funds have been budgeted for this purchase.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE requires salt as part of its water treatment process; and

WHEREAS the CITY participates in the McHenry County Municipal Purchasing Initiative (McMPI) with other public agencies to leverage purchasing power; and

WHEREAS the McMPI conducted a joint public bid for salt to be used in water treatment processes and opened bids publically on December 1, 2023; and

WHEREAS the lowest responsive and responsible bidder is Midwest Salt, LLC, West Chicago, IL.

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 Midwest Salt, LLC for salt for water treatment in the amount of $146.00 per ton.

DATED this 19th day of December, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 19, 2023
APPROVED: December 19, 2023

Draft

Midwest Salt

2024 BID TABLE – Solar Salt:

Delivery Method	Estimated Quantity (tons), Total for All Agencies	2024 Unit Price (Base Bid Year 1)	2024 Cost, Bid Total for All Agencies	2025 Unit Price (Base Bid Year 2)	2025 Cost, Bid Total for All Agencies
1) Controlled Flow Slotted Tailgate (25-ton capacity)	7,763 tons	$146.00 per ton One Hundred fourty-six dollars per ton	$ 1,133,398.00 One million one hundred thirty three thousand, three hundred ninety eight dollars	$ per ton	$
2) Truck and PUP Trailer	697 tons	$146.00 per ton One Hundred fourty-six dollars per ton	$101,762.00 Onehundred one thousand, seven hundred sixty two dollars	$ per ton	$
3) Truck with Pneumatic	1,400 tons	$146.00 per ton One Hundred fourty-six dollars per ton	$ 204,400.00 Two hundred four thousand, four hundred dollars	$ per ton	$
JOINT BID TOTAL	9,860 TONS	--	$ 1,439,560.00 One million, four hundred thirty nine thousand, five hundred sixty dollars	--	$

2024 BID TABLE – U.S. Produced Southern Rock Salt:

Delivery Method	Estimated Quantity (tons), Total for All Agencies	2024 Unit Price (Base Bid Year 1)	2024 Cost, Bid Total for All Agencies	2025 Unit Price (Base Bid Year 2)	2025 Cost, Bid Total for All Agencies
1) Controlled Flow Slotted Tailgate (25-ton capacity)	7,763 tons	$146.00 per ton One Hundred fourty-six dollars per ton	$1,133,398.00 One million one hundred thirty three thousand, three hundred ninety eight dollars	$ per ton	$
2) Truck and PUP Trailer	697 tons	$ 146.00 per ton One Hundred fourty-six dollars per ton	$101,762.00 Onehundred one thousand seven hundred sixty two dollars	$ per ton	$
3) Truck with Pneumatic	1,400 tons	$146.00 per ton One Hundred fourty-six dollars per ton	$ 204,400.00 Two hundred four thousand, four hundred dollars	$ per ton	$
JOINT BID TOTAL	9,860 TONS	--	$1,439,560.00 One million, four hundred thirty nine thousand, five hundred sixty dollars	--	$

MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE 2024 WATER SOFTENING SALT JOINT BID

BIDDER'S PRICE PROPOSAL/SCHEDULE OF PRICES

State of Illinois

Full Name of Bidder: Midwest Salt ,LLC ("Bidder")

Principal Office Address: 1300 West Washington St. West Chicago, IL 60185

Local Office Address: same as above

Contact Person: Jason Kane

Email: customerservice@midwestsalt.net Telephone: 630-513-7575 x 1

To: City of Woodstock ("Soliciting Agency/Owner")
326 Washington Street
Woodstock, IL 60098

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:

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: December 19, 2023

Item: Bid Award - Liquid De-Icing Chemical

Staff Recommendation: Motion to award a contract for liquid de-icing chemical to the lowest responsive, responsible bidder, Industrial Systems Ltd., and adopt a Resolution authorizing the City Manager to execute a one-year contract with Industrial Systems Ltd. in the submitted bid amounts.

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

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Background:
The Public Works Department uses an organic liquid and salt anti-icing additive in conjunction with rock salt to treat the roads during snow removal operations. The liquid aids the melting process and helps reduce the amount of rock salt needed to treat the roads. The Public Works Department estimates it will utilize approximately 35,000 gallons of the organic-liquid salt additive for its snow and ice control operations this winter.

On November 30, 2023, the City of Crystal Lake publicly opened and read aloud the bids received for the purchase and delivery of liquid anti-icing & de-icing chemicals for winter snow and ice operations. The following is a breakdown of the bids:

Vendor	70% Salt 30% BIO (per gallon)
√Industrial Systems Ltd. Richmond, Illinois	$1.12

√ Indicates recommended lowest responsive and responsible bidder

Discussion:
Staff solicited bids using the City's on-line bidding portal and in the newspaper. In addition, staff contacted recent bidders to make them aware of the bid. While only one vendor responded, the bid price is slightly less than the 2022 bid price ($1.14/ gallon). Industrial Systems is a local vendor that provides anti-icing liquid products in large quantities. Other previous vendors are geographically further away.

Recommendation:

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

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. It is the recommendation of staff to award the contract to the lowest responsible and responsive bidder, Industrial Systems Ltd. for the purchase of 70% Salt 30% BIO at a cost of $1.12 per gallon. Industrial Systems Ltd. is the City's current vendor for these items.

Funds have been budgeted for these items.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE is responsible for the removal of snow and ice during the winter months on City streets; and

WHEREAS, the CITY OF CRYSTAL LAKE received and publicly opened bids for liquid anti-icing & de-icing chemical for use in snow and ice control on November 30, 2023; and

WHEREAS, the lowest responsive and responsible bidder is Industrial Systems Ltd, Richmond, 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 BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a one-year contract between the CITY OF CRYSTAL LAKE and Industrial Systems Ltd. for liquid de-icing chemicals in the amount of $1.12 per gallon for 70% Salt 30% BIO.

Draft

DATED this 19th day of December, 2023.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____

Nick Kachiroubas, CITY CLERK

PASSED: December 19, 2023
APPROVED: December 19, 2023

Draft

Industrial Systems, Ltd.

Illinois Department of Transportation

Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
City of Crystal Lake	McHenry	24-00000-04-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
III	De-Icing Liquid/Super Mix	City Hall	gal	35,000	$1.12	$39,200.00

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature & Date

Greg Schoms 11/7/23

Address	City	State	Zip Code
10917 Commercial St. Unit 2	Richmond	IL	60071

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date:	December 19, 2023
Item:	Vehicle Purchase - Suburban Purchasing Cooperative Contract #225, for one (1) 2024 Ford Super Duty Pickup at a cost of $49,035.00
Staff Recommendation:	Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Sutton Ford, in Matteson, IL, for the purchase of one (1) 2024 Ford Super Duty Pickup, in the amount submitted through the Suburban Purchasing Cooperative, Contract #225
Staff Contact:	Michael Magnuson, Director of Public Works & Engineering

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Background:
The Public Works Department's fiscal year 2023/2024 budget identifies the need to replace truck 705, a 2014 Ford F350 pickup. This vehicle meets the City's replacement threshold based on age (10 years old) and cumulative cost of repairs.

The aftermarket equipment for these vehicles will be purchased separately. The existing vehicle will be declared as surplus and sold at auction once the new unit is integrated into the fleet.

As members of the Suburban Purchasing Cooperative Program, the City is able to take advantage of the Cooperative members' leveraged contract. This program allows members to combine purchasing power, which significantly reduces costs. All items that are bid through the cooperative follow the same public procurement statutes that the City follows during the competitive, sealed bidding process.

Recommendation:
The Public Works Department recommends purchasing one (1) 2024 Ford Super Duty Pickup for a total of $49,035 from Sutton Ford in Matteson, Illinois through the Suburban Purchasing Cooperative Program. Funds have been budgeted for this purchase.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS the City relies on pickup trucks to accomplish critical storm, sewer, wastewater and snow removal operations as well as other construction and maintenance tasks; and

WHEREAS replacement of one pickup truck is warranted based on age and condition; and

WHEREAS the City utilizes purchasing cooperatives and joint bids to combine purchasing power with other government agencies to reduces costs.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that 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 Purchase Agreement between the CITY OF CRYSTAL LAKE and Sutton Ford for the purchase of one (1) new Ford Super Duty Pickup truck in the amount of $49,035.

Draft

DATED this 19th day of December, 2023.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: December 19, 2023
APPROVED: December 19, 2023

Draft

SPC
SUBURBAN PURCHASING
COOPERATIVE

A Joint Purchasing Program For Local Government Agencies

July 10, 2023

Mr. Brian Tarpo
Fleet Manager
Sutton Ford
21315 Central Avenue
Matteson, IL 60443

Dear Mr. Tarpo,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the following awards to Sutton Ford, Matteson, IL from July 1, 2023 through June 30, 2024 with three possible, one-year contract extensions:

Contract #	Vehicle
221	Ford F250
222	Ford F350 Dual Rear Wheel Chassis Cab
225	F350 Single Rear Wheel Pick Up
226	F450 Chassis Cab
227	F550 Chassis Cab

With acceptance of these contracts, Sutton Ford agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract is July 1, 2023 through June 30, 2024. The SPC reserves the right to extend this contract for up to three (3) additional one-year terms upon mutual agreement of both the vendor and the SPC on a negotiated basis.

Sutton Ford, Matteson will handle all billing. Each vehicle on all contracts will be assessed an administrative fee of $150.00 per vehicle, which shall be paid directly by the vendor to the SPC on a quarterly basis.

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
15905 Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700

The SPC looks forward to a productive year working with Sutton Ford. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
Purchasing Director
Northwest Municipal Conference

Ellen Dayan, NWMC — 07.10.23 Date

Brian Tarpo, Sutton Ford — 7-10-23 Date

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
15905 Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700

Sutton Ford | COMMERCIAL & FLEET

SUTTON FORD
21315 CENTRAL AVE
MATTESON IL 60443

INVOICE

Wednesday, December 13, 2023
DATE

PURCHASER'S NAME

VILLAGE OF CRYSTAL LAKE

STREET ADDRESS

CITY	STATE	ZIP	BUS PHONE
CRYSTAL LAKE	IL		

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD	F350	REG CAB	RED	XL	ORDER
VIN NO.		MILES		SALES REP	BRIAN TARPO	

CASH PRICE	$	$48,862.00	*TRADE-IN CREDITS*	
			MAKE OF USED VEHICLE	
			YEAR	
			MODEL	
			VEHICLE IDENT. NO.	
			MILEAGE	
			TRADE VALUE	
SUBTOTAL		$48,862.00	ORDERING FIN	
ELECTRONIC FILING FEE		$0.00	END USER FIN	
DOCUMENTATION FEE		$0.00	SALES TYPE	
ILLINOIS SALES TAX	7.25%	$0.00	GPC DISCOUNT	
COUNTY TAX- COOK	1.00%	$0.00	GPC REF #	
CITY OF CHICAGO TAX	1.25%	$0.00	56A/CPA DISCOUNT	
COOK COUNTY WHEEL TAX		$0.00	56M DISCOUNT	
LICENSE, TRANSFER, TITLE		$173.00	RETAIL REBATE #	
EXTENDED SERVICE CONTRACT		$0.00		
TOTAL PRICE		$49,035.00		
CASH DOWN PAYMENT		$0.00		
REBATE		$0.00		
TOTAL DOWN PAYMENT		$0.00		
UNPAID CASH BALANCE DUE ON DELIVERY		**$49,035.00**		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED."

TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $199.99 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

ACCEPTED BY: _____
PURCHASER'S SIGNATURE

ACCEPTED BY: _____
DEALER OR HIS AUTHORIZED REPRESENTATIVE