CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
January 16, 2024
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – December 19, 2023 Regular City Council Meeting**

5. **Accounts Payable**

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

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**
   a. **No Parking Restriction – North side of Sherman Street from N. Main Street to First Street**
   b. **Class 16 Temporary Liquor License Requests – Knights of Columbus Fr. McCormick Council #3880**
   c. **Special Event Request – Medela, LLC Company Picnic at the Three Oaks Recreation Area, Saturday, June 22, 2024, with set-up on Friday, June 21, 2024**
   d. **Special Event Request and Fee Waiver at the Three Oaks Recreation Area – Girl Scouts, Monday, July 15, 2024 through Friday, July 19, 2024 until noon**
   e. **Special Event Request – Smith Therapy Crystal Lake Aquathon at the Three Oaks Recreation Area, Sunday, July 28, 2024**
   f. **Special Event Request - Half Marathon, closing Lake Street (at Main Beach) and Grant Street – September 1, 2024**
   g. **Special Event Request - 2024 Bob Blazier Run for the Arts, Street Closure and Police Assistance Fee Waiver – Sunday, May 5, 2024**
   h. **Special Event Request - 2024 Woods Creek Feet Meet, Street Closure and Police Assistance Fee Waiver – Sunday, April 28, 2024**
   i. **Special Event Request - Annual McHenry County Santa Run for Kids, Street Closure and Police Assistance Fee Waiver, December 1, 2024**

10. **City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Bapashree LLC, d/b/a Phillips 66, 415 W. Virginia Street**

11. **4504 E. Terra Cotta Avenue (former Crystal Bowl property) – Annexation Public Hearing; Comprehensive Land Use Plan Map Amendment from Commerce to Industry; Rezoning upon Annexation from E Estate Residential to M-L PUD Manufacturing Limited Planned Unit Development; Preliminary Planned Unit Development; and Special Use Permit to allow a self-storage facility with outdoor storage**

12. Approval of a Letter of Understanding with the Illinois Department of Transportation (IDOT) for the IDOT Illinois Route 47 (IL 47) at Illinois Route 176 (IL 176) Project

13. Proposal Award - Public Works Arc Flash

14. Adoption of an Ordinance declaring a surplus in the Special Service Area #43 Fund and Authorizing the City Manager to refund surplus funds

15. Authorization to Extend the Vehicle Leasing and Replacement Program with Enterprise Risk Management, Inc.

16. Amendment of City Code Chapter 467 and Chapter 496 Relating to Passenger Buses

17. Restated and Amended Intergovernmental Agreement Providing Communication Services for Emergency Public Safety Purposes

18. Southeast Emergency Communication Lease Agreement Amendment, 100 W. Woodstock Street

19. Downtown Improvement Projects – For Discussion Only

20. Council Inquiries and Requests

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

22. Reconvene to Regular Session

23. Adjourn

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: No Parking Restriction – North side of Sherman Street from N. Main Street to First Street

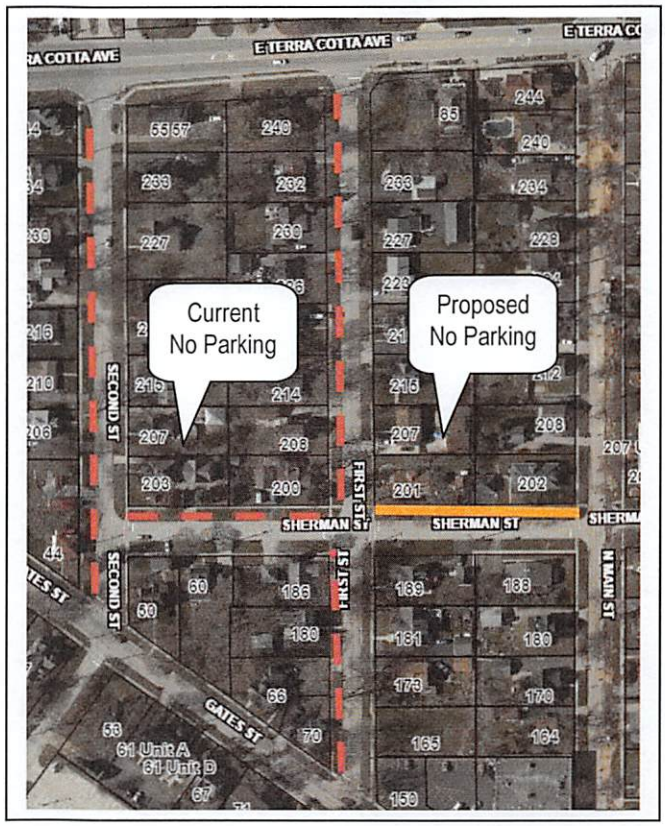
Staff Recommendation: Motion to adopt an Ordinance making it unlawful to stop, stand, or park any vehicle on the north side of Sherman Street from N. Main Street to First Street

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

---

Background:

A request was brought forward to the Traffic Working Group to restrict parking along Sherman Street from N. Main Street to First Street. All other streets in this area currently restrict parking on one side of the street because they are relatively narrow. Restricting parking on one side will make it easier for emergency vehicles, school buses, delivery vehicles and snow plows to travel along this block.



The Traffic Working Group recommends the north side of Sherman Street, from N. Main Street to First Street, restrict parking at all times. The north side was chosen to provide consistency as Sherman Street from First Street to Second Street currently restricts parking on the north side. Letters were sent to the adjacent property owners and no comments were received.

Votes Required to Pass:

Simple majority

ORDINANCE

WHEREAS, Sherman Street, between North Main Street and First Street is a two lane street in the CITY OF CRYSTAL LAKE with parking permitted on both sides of the street; and

WHEREAS, allowing vehicles to park on both sides results in difficulty for larger vehicles such as school buses, delivery vehicles and snow plows to travel along this section of Sherman Street;

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

SECTION I: That it shall be unlawful to stop, stand, or park any vehicle on the north side of Sherman Street from N. Main Street to First Street.

SECTION II: That any person, firm, or corporation violating any provisions of this Ordinance shall be fined in accordance with Chapter 1, Article II providing for General Penalty Provision in the Code of Ordinances of the City of Crystal Lake, Illinois.

SECTION III: That suitable signs and markers shall be erected.

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

SECTION V: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

DATED this 16th day of January, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: January 16, 2024
APPROVED: January 16, 2024

Draft

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: Class 16 Temporary Liquor License Requests – Knights of Columbus Fr. McCormick Council #3880

Staff Recommendation: Motion to approve issuance of two Class 16 Temporary Liquor Licenses to the Knights of Columbus Fr. McCormick Council #3880 – Polish Dinner, January 27, 2024 and St. Patrick's Dinner, March 16, 2024

Staff Contact: Nick Hammonds, Assistant City Manager

Background:
The City has received a request from the Knights of Columbus Fr. McCormick Council #3880 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their Polish Dinner event being held at the Oak Street Church Community Center, located at 451 W. Terra Cotta Avenue on Saturday, January 27, 2024 from 6:00 p.m. to 10:00 p.m. The date was originally applied for as January 13, 2024, but has since been changed to January 27, 2024.

The City also received a second request from the Knights of Columbus Fr. McCormick Council #3880 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their St. Patrick's Dinner event being held at the Oak Street Church Community Center, located at 451 W. Terra Cotta Avenue on Saturday, March 16, 2024 from 6:00 p.m. to 10:00 p.m.

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

The application for two licenses is required as one license cannot exceed three (3) days.

The City Council has approved these events in the past and other temporary liquor license requests for the Knights of Columbus Fr. McCormick Council #3880.

Votes Required to Pass:
Simple majority

ST. THOMAS THE APOSTLE
CATHOLIC CHURCH

December 27, 2023

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

Dear Mayor Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our Parish Polish Dinner. This Dinner is being hosted by the Knights of Columbus Council #3880, and will be held in our Oak Street Church Community Center at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, January 27, 2024. Doors will open at 6:00 pm and the cash bar (beer and wine) will be opened until 9:00 pm. We are selling tickets and anticipate 250 to attend.

With this letter we are also requesting your permission to serve beer and wine at our Parish St. Patrick's Dinner. This Dinner is being hosted by the Knights of Columbus Council #3880, and will be held in our Oak Street Church Community Center at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, March 16, 2024. Doors will open at 6:00 pm and the cash bar (beer and wine) will be opened until 9:00 pm. We are selling tickets and anticipate 250 to attend.

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

Sincerely in Christ,

Robert W. Jones

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

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

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

Knights of Columbus
Fr. McCormick Council #3880
P.O. Box 1365
Crystal Lake, IL 60014

December 27th, 2023

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

Honorable Mayor Haig Haleblian and City Council Members,

With this letter we are respectfully requesting your permission to sell beer and wine during our Polish Dinner on January 27, 2024 and our St. Patrick's Day Dinner Dance on March 16th, 2024. These dinners will be held in the community center at St Thomas the Apostle at 451 W. Terra Cotta Ave, Crystal Lake. Times for both dinners will be from 6pm to 10pm.

We are expecting the participation of around 150 people per dinner. As usual the net proceeds of the sales will be used to support our parish ministries and local charitable organizations. The Knight's are a 100% volunteer organization and have appreciated the long history of support from The City of Crystal Lake.

Thank you for your consideration of this request, and please let us know if there are any further questions.

Joe Scherb, Grand Knight
Fr. McCormick Council #3880
Knights of Columbus

ST. THOMAS THE APOSTLE
CATHOLIC CHURCH

December 11, 2023

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

Dear Mayor Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our Parish Polish Dinner. This Dinner is being hosted by the Knights of Columbus Council #3880, and will be held in our Oak Street Church Community Center at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, January 13, 2024. Doors will open at 6:00 pm and the cash bar (beer and wine) will be opened until 9:00 pm. We are selling tickets and anticipate 250 to attend.

With this letter we are also requesting your permission to serve beer and wine at our Parish St. Patrick's Dinner. This Dinner is being hosted by the Knights of Columbus Council #3880, and will be held in our Oak Street Church Community Center at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, March 16, 2024. Doors will open at 6:00 pm and the cash bar (beer and wine) will be opened until 9:00 pm. We are selling tickets and anticipate 250 to attend.

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

Sincerely in Christ,

Robert W. Jones

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

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

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

Knights of Columbus
Fr. McCormick Council #3880
P.O. Box 1365
Crystal Lake, IL 60014

December 11th, 2023

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

Honorable Mayor Haig Haleblian and City Council Members,

With this letter we are respectfully requesting your permission to sell beer and wine during our Polish Dinner on January 13, 2024 and our St. Parick's Day Dinner Dance on March 16th, 2024. These dinners will be held in the community center at St Thomas the Apostle at 451 W. Terra Cotta Ave, Crystal Lake. Times for both dinners will be from 6pm to 10pm.

We are expecting the participation of around 150 people per dinner. As usual the net proceeds of the sales will be used to support our parish ministries and local charitable organizations. The Knight's are a 100% volunteer organization and have appreciated the long history of support from The City of Crystal Lake.

Thank you for your consideration of this request, and please let us know if there are any further questions.

Joe Scherb, Grand Knight
Fr. McCormick Council #3880
Knights of Columbus

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 265 Exchange Drive, Suite 100 Crystal Lake IL 60014	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 815-526-4127 **FAX (A/C, No):** 815-459-3363 **E-MAIL ADDRESS:** Select_Certifictes@ajg.com
INSURED KNIGOFC-25 Knights of Columbus Father McCormick Council #3880 1802 Cashel Lane McHenry IL 60050	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Westfield Insurance Company — 24112 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1705306377 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		4846448	7/13/2023	7/13/2024	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Equipment Floater			4846448	7/13/2023	7/13/2024	Limit	$6,500

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

RE: Event date: March 16, 2024, Liquor Liability | Event: St. Patrick's Day Dinner and Dance

Certificate Holder is an Additional Insured as respects the General Liability Policy, pursuant to and subject to the policy's terms, definitions, conditions, and exclusions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jay Esbaum

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 265 Exchange Drive, Suite 100 Crystal Lake IL 60014	CONTACT NAME: PHONE (A/C, No, Ext): 815-526-4127 FAX (A/C, No): 815-459-3363 E-MAIL ADDRESS: Select_Certifictes@ajg.com
INSURED KNIGOFC-25 Knights of Columbus Father McCormick Council #3880 1802 Cashel Lane McHenry IL 60050	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Insurance Company — 24112 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 116321523 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		4846448	7/13/2023	7/13/2024	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Equipment Floater			4846448	7/13/2023	7/13/2024	Limit	$6,500

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

RE: Event date: January 13, 2024, Liquor Liability | Event: Knights of Columbus Polish Dinner.

Certificate Holder is an Additional Insured as respects the General Liability Policy, pursuant to and subject to the policy's terms, definitions, conditions, and exclusions.

CERTIFICATE HOLDER

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

CANCELLATION

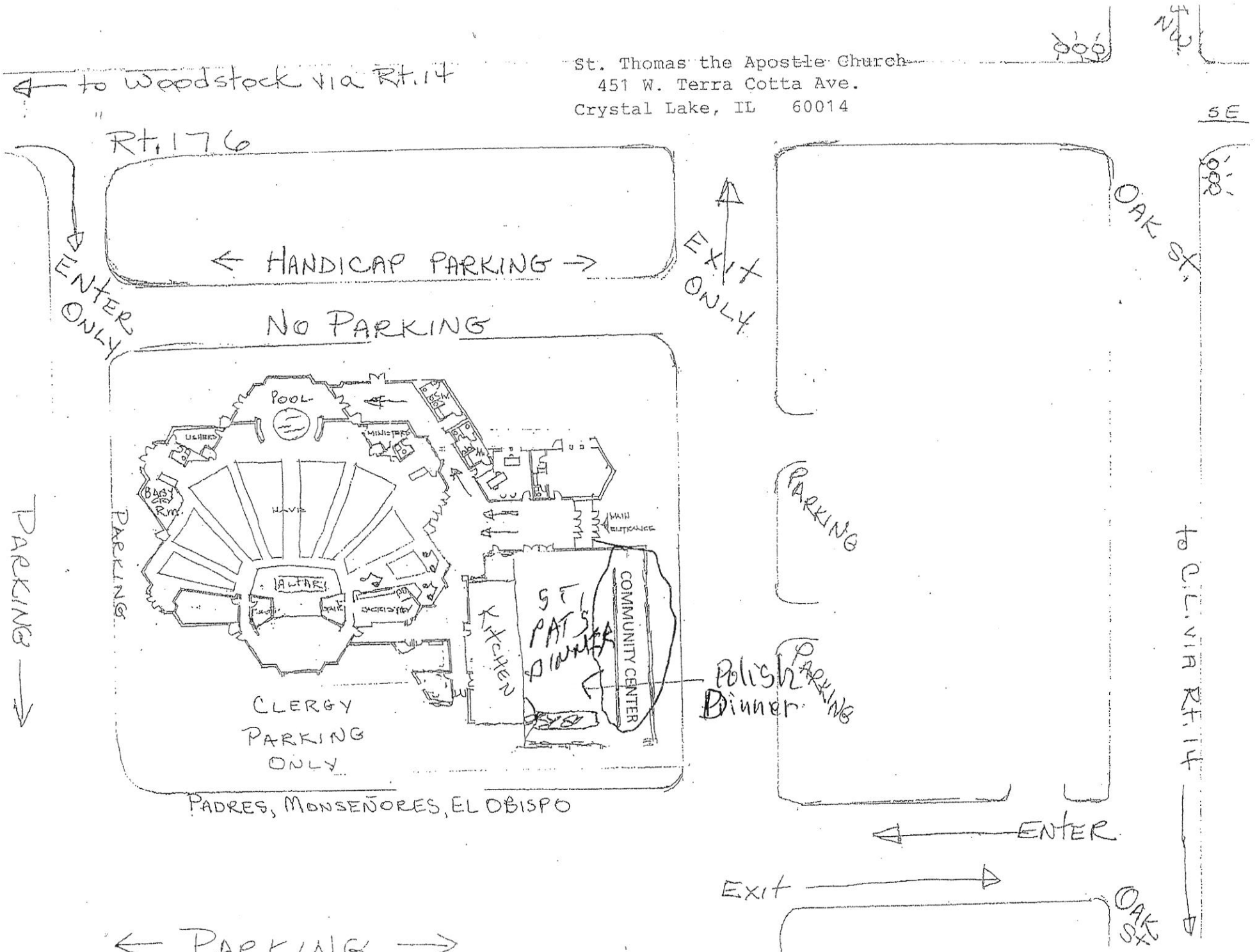
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

St. Thomas the Apostle Church
451 W. Terra Cotta Ave.
Crystal Lake, IL 60014



City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

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

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

   Address 451 W. Terra Cotta Ave Phone Number 815-455-5400

2. Location where beer and wine will be sold:
Will be Served in the Community Center

3. Dates of the event (**not to exceed three (3) days**): Polish Dinner January 13, 2024
St. Patricks Dinner March 16, 2024

4. Hours of operation: 6:00pm – 10:00pm for both Dinners

5. Describe the type of crowd and traffic control licensee will utilize. Parishioners, 2 entrances/exits on RT. 176 and Oak St.

6. Describe plan for refuse pickup. 2 Dumpsters within 200ft. of Kitchen/Serving Area

7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
Michael Brucker 9635 Stonecastle Ln. Village of Lakewood IL 60014
Joseph Scherb 413 Huntley Rd. Crystal Lake IL. 60014
Matt Carzolli 374 Ridge Ave. Crystal Lake IL. 60014

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

Signature of President — Date 12/18/23

Signature of Secretary — Date 12/18/23

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

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 18th day of December, 2023.

Notary Public

OFFICIAL SEAL
JUANITA M MGONIGLE
Notary Public, State of Illinois
My Commission Expires 10/31/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 265 Exchange Drive, Suite 100 Crystal Lake IL 60014	CONTACT NAME: PHONE (A/C, No, Ext): 815-526-4127 FAX (A/C, No): 815-459-3363 E-MAIL ADDRESS: Select_Certifictes@ajg.com
INSURED KNIGOFC-25 Knights of Columbus Father McCormick Council #3880 1802 Cashel Lane McHenry IL 60050	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Insurance Company — 24112 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 335592273 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		4846448	7/13/2023	7/13/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			4846448	7/13/2023	7/13/2024	Limit	$6,500

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

RE: Event date: January 27, 2024, Liquor Liability | Event: Knights of Columbus Polish Dinner.

Certificate Holder is an Additional Insured as respects the General Liability Policy, pursuant to and subject to the policy's terms, definitions, conditions, and exclusions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: Special Event Request – Medela, LLC Company Picnic at the Three Oaks Recreation Area, Saturday, June 22, 2024, with set-up on Friday, June 21, 2024

Council Discretion: Motion authorizing approval of the Medela, LLC company picnic, to be held on Saturday, June 22, 2024, with set-up on Friday, June 21, 2024 at the Three Oaks Recreation Area, subject to the recommended conditions

Staff Contact: Nick Hammonds, Assistant City Manager

Background:
Medela, LLC is requesting approval for their company picnic at the Three Oaks Recreation Area on Saturday, June 22, 2024 from 6:30 a.m. (event set-up) to 8:00 p.m. The actual event time will be from 11:30 a.m. to 3:00 p.m. The remainder of the evening will be spent dismantling. In addition, Medela would like to use Friday, June 21, 2024 from 7:00 a.m. to 3:30 p.m. to begin tent set-up.

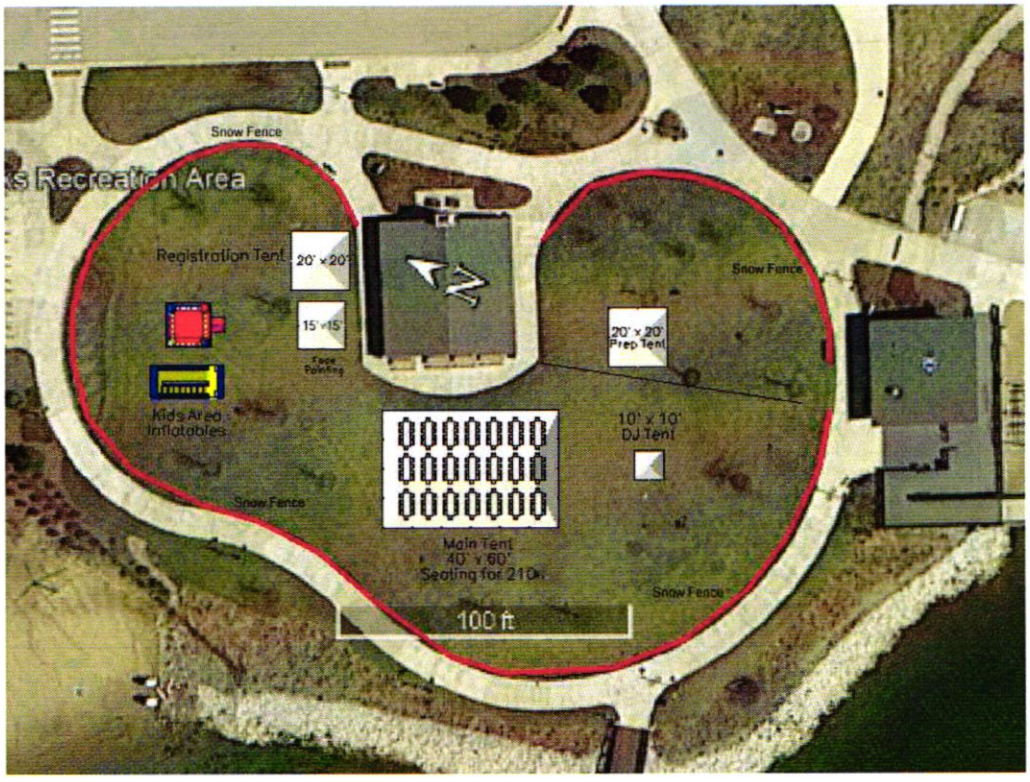
Medela was founded in 1961 by Olle Larsson in Zug, Switzerland and provides medical devices for nursing mothers. The first USA subsidiary was established in Crystal Lake in 1981. Medela moved their U.S. headquarters to McHenry in 1999. The Three Oaks Recreation Area is their preferred location based on the great amenities and close proximity to the homes of many of their employees. Medela held their annual employee picnic at the Three Oaks Recreation Area in 2018 through 2023. Previous events were successful and the City was pleased with the applicant's performance. **All event details remain unchanged from the 2018 - 2023 events, which were previously approved by the City Council.**

Medela is requesting approval for rental of the Picnic Grove Pavilion, the surrounding grass area, and the Volleyball Court Pavilion for 450 guests, and exclusive use of the upper parking lot (135 parking spaces). During this event, the public will be inconvenienced in the following ways:

- The petitioner will have exclusive use of the picnic grove, including the pavilion and the volleyball court pavilion with exclusive use of one (1) volleyball court.
- The petitioner is requesting exclusive use of the upper parking lot in order to accommodate a majority of the attendees from 11:30 a.m. – 3:00 p.m. 135 vehicles can be accommodated in

the upper lot. The remaining vehicles will be directed to park off site. Medela is requesting a shuttle from off-site parking be approved to run from the lot to a designated drop off location. *No event parking will be allowed in the Quarry Cable Park parking lot or the main parking lot.*

- The City expects that the park's amenities will be busier than usual, which could create longer lines and wait times for entry to the parking lot, beach, marina and other park amenities.



City Staff Review

City Staff has reviewed the event and recommended several conditions in order to minimize inconvenience to the public. The operations at the park will be open as normal throughout the day. Staff suggests the installation of a barrier (snow fence around the Picnic Grove) by the petitioner to separate event activities from the general public. Signage will also be utilized to notify guests of Three Oaks that the picnic may interfere with parking availability. Finally, the main parking lot and the Quarry Cable Park parking lot will be reserved for the general public and attendees will not be allowed to park in these areas. When the upper parking lot is filled with event attendees, additional attendee vehicles will be directed to off-site parking.

The City of Crystal Lake, along with the Crystal Lake Police and Fire Rescue Departments, have provided support and feedback. The Police Department advised that additional staff at the park on the day of the event will not be necessary. Staff will notify the Police Department prior to the event and an Officer will be available to respond to any incident at the park. The Fire Rescue Department will be on site to inspect any tents or objects that are larger than 400 square feet. Fire safety hazards and placement of the portable toilets will be inspected as well.

There will be no impact to the Board House or Quarry Cable Park and Grille. The marina will be open during the event, and the event may draw participants to utilize the marina, beach, and Quarry Cable Park and Grille after the completion of their company picnic. A staff member will be positioned at the entrance of the Quarry Cable Park parking lot to ensure that only Quarry Cable Park customers use this lot.

With great success in past years, Medela will again pay for car passes for employees who are not Crystal Lake residents, and all Medela guests will receive a wristband with beach tear off tags. The coordination of a shuttle service for the company's employees to park in an off-site location functioned without issue in previous years. The City and Medela would like to continue this plan as this would reduce the amount of parking spaces used for the event and maintain non-event patron access to the park.

Public/Visitor Impact:

Use Location	*Hours of Use*	*Exclusive Use?*	*Level Of Public Impact*	
Swim Beach	11:30 a.m. – 3:00 p.m.	No	Low	The swim beach will be open to the public during the event. Event guests may visit the beach during or after the event.
Marina/Lake Usage	11:30 a.m. – 3:00 p.m.	No	Moderate	The petitioner anticipates some guests may visit the Marina. Staff anticipates a moderate increase in marina use due to the event.
Trails	-	No	Low	The group may use the trails for hiking and will not impact other guests.
Pavilions (A & C)	6:30 a.m. - Sunset	Yes	High	Petitioner is requesting exclusive use of Pavilion A and the surrounding Picnic Grove, and the Volleyball Court Pavilion.
Pavilions (B & D)	-	No	Low	The petitioner is not requesting use of Pavilion B and D. Low impact is anticipated.
Picnic Grove	6:30 a.m. - Sunset	Yes	High	The petitioner is requesting exclusive use of the Picnic Grove. Non-event guests will not have access to the Picnic Grove until the event concludes.
Parking Lot	6:30 a.m. – Sunset	No	High	The petitioner is requesting exclusive use of the upper parking lot. The parking lot fills quickly on weekend days in June and will reduce the number of available parking for non-event guests. Off-site parking will be utilized when the upper lot is full.
Quarry Cable Park	-	-	Low	No impact. Tenant has no issues with the event.
Board House	-	-	Low	No impact. Tenant has no issues with the event.
Cottage on the Beach	-	-	Low	No impact. Tenant has no issues with the event.

Required Petitioner Fees

Fee Type	*Amount*
Refundable Pavilion Deposit – Picnic Grove Pavilion June 21, 2024	$150
Refundable Pavilion Deposit – (Picnic Grove Pavilion & Volleyball Court Pavilion) June 22, 2024	$200
Refundable Tent Damage Deposit (over 200 people)	$1,000
Total Refundable Fees	**$1,350**
Application Fee	$75
Out of Town Fee	$150
Non-Resident Pavilion Rental Fee (Picnic Grove Pavilion) June 21, 2024	$360
Non-Resident Pavilion Rental Fee (Picnic Grove Pavilion & Volleyball Court Pavilion) June 22, 2024	$510
Three Oaks Staffing Fee (4 employees/$15 per hour/5 hours)	$300
Preparation, Cleaning & Restoration Fee (as needed/ 3 staff members / $30 per hour/ 2 hours)	$180
Table Moving Fee (as needed)	$25
Sound System Fee	$75
Total Non-Refundable Fees	**$1,675**

Recommended Conditions:

City staff has reviewed the petitioner's request and offers the following conditions:

1. Comply with all City Code regulations, Special Event requirements, and Pavilion rental requirements, including all insurance requirements. Insurance certificates need to be provided annually. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
2. The petitioner shall contact the Fire Rescue Department for further review of tent/canopy locations. Locations must be approved by the Fire Rescue Department. Tents/canopies must be installed on Friday, June 21, 2024 during regular business hours of the Fire Rescue Department and removed the day of the event. The petitioner shall be responsible for paying to the City the amount of the pavilion rental fees for Sunday, June 23, 2024 if the tents/canopies are not removed from the site. Should safety concerns arise, Three Oaks Staff reserves the right to request the removal of tents/canopies. Tents and canopies must be secured using rain barrels only. The petitioner shall be responsible for any damage resulting from the use of stakes.

3. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
4. Receive approval from third party property owners for any off-site parking. Following the filling of the upper parking lot, participants will be directed to park off-site. Remote parking / shuttle service locations and signage plans will need to be submitted. A sign plan for the remote parking locations will be submitted to the City's Building Division for approval. The City must receive the written authorization by the third party property owner for parking prior to June 1, 2024.
5. Submit severe weather plans and an evacuation plan for City approval.
6. Sound system shall not disturb other users of the park.
7. All temporary electrical items shall comply with the 2017 Electric Code and shall be subject to City inspection.
8. Medela, LLC must provide the City with a site plan for set-up at the Three Oaks Recreation Area and parking plan for volunteers and event workers for review by City Departments.
9. All debris created by the event shall be cleaned up during and after the event.
10. In the case of inclement weather, an alternate date can be approved by the City Manager.
11. Installation of a barrier (snow fence) around the Picnic Grove Area. Location to be approved by City staff.
12. Number and location of portable toilets to be determined by petitioner and approved by City Staff prior to event.
13. The petitioner is responsible for the required costs, which are for use of the Three Oaks Recreation Area, as stated on page 4 of this Agenda Supplement. These are estimated costs, and actual costs could be more.
14. Once the upper parking lot is full, all attendees will utilize off-site parking.
15. Medela, LLC must provide shuttle buses for attendees utilizing off-site parking. Petitioner shall provide an adequate evacuation plan for attendees utilizing shuttle buses.
16. Medela, LLC must provide payment, proof of volunteers, severe weather and evacuation plan, hold harmless, and liability waivers by June 1, 2024 or the event may be cancelled.

The petitioner is aware of the recommended conditions and will have a representative of the company present at the meeting.

Votes Required to Pass:
Simple majority vote of the City Council

Medela LLC
1101 Corporate Drive
McHenry, IL 60050, USA
Phone 1+815-363-1166 or 800-435-8316
www.medela.com

December 29, 2023

Mayor Haig Haleblian and the Crystal Lake City Council
City of Crystal Lake
100 West Woodstock St.
Crystal Lake, IL 60014

Dear Mayor Haleblian and the Members of the City Council:

I write on behalf of Medela to request a special event application for the annual Medela Family Picnic on **Saturday, June 22, 2024.** It is our hope to hold the event at Three Oaks Recreation Area again in June. The event will be held from 11:30 am – 3:00 pm. We will do the major tent set up beginning on Friday, June 21 so that the fire department inspection can happen late that afternoon and the breakdown will happen once the event is complete on the 22nd. The picnic was a huge success last year with great attendance on a beautiful day. We request the use of Pavilion A, the volleyball area and the surrounding grassy area for the event. In addition, we will need exclusive use of the upper parking lot until 3:00pm on the 22nd. And we will again let families enjoy the beach/swimming area once the official picnic is finished. Last year, I think more families enjoyed the beach/swimming than ever before.

Medela was founded in 1961 by Olle Larsson in Zug, Switzerland, and it continues to grow under the ownership of the Larsson family. The first USA subsidiary was established in Crystal Lake in 1981. We enjoyed being a part of the Crystal Lake community for 18 years. Medela moved the U.S. headquarters to McHenry, Illinois in 1999. The Medela Family Picnic is a favorite event of the year for all local employees and their families. Three Oaks is our preferred location for 2024 based on the great amenities and close proximity to the homes of many of our employees

Our vendors for this event are the premier providers in their field and great care is taken for set up/break down and event execution. We will do everything possible to ensure that the event is a positive experience for the Medela employees and does not cause any problems for the public sharing the public areas on June 22. I will be happy to answer any questions about the plans prior to the council meeting and will have a representative in attendance for the meeting when this proposal is discussed.

We appreciate your consideration of this request and look forward to once again working with the City of Crystal Lake on the 2024 Medela Family Picnic.

Sincerely,

Amy Kenrich Woods

Amy Kenrich Woods

Event Manager, Medela

(312) 315-7102

MEDELA FAMILY PICNIC

Saturday, June 22, 2024 11:30am-3:00pm

Proposed Location: Three Oaks Recreation Area, Crystal Lake, IL

Projected number of attendees: 250 adult employees and adult guests, 200 children

All Medela Guests receive a wristband with beach tear off tag to provide a count for how many people use the beach. Medela will pay for car passes for employees who are not Crystal Lake residents. If needed, a shuttle will run from off site parking approved lot to designated drop off location.

Proposed Event Agenda:

Friday, June 21

7:00am	Tent set up and fencing set up begins
3:30 pm	Tent Fire Inspection

Saturday, June 22

6:30 am	Final Tent Set up
8:00 am	Catering arrives, Inflatables arrive, Portable toilets arrive
11:00 am	Set up complete
11:30 am	Registration begins, Lunch Buffet open, kids activities open
1:00 pm	Welcome speeches
1:30 pm	Kids games contest
2:30 pm	Lunch Buffet closes
3:00 pm	Event concludes, Employees can enjoy the beach or boating options

Vendors:

Event Coordinator: Amy Kenrich Woods amykenrich@att.net 312-315-7102

Food Service: TBD

Kids Activities: Jump Guys, Jazzi Entertainment (face painting, balloon art)

Event Rentals (Tents, Tables, Chairs): TBD

Event Special requests:

1) Upper parking lot reserved for Medela employees from 11:00am – 3:00pm. Security staff provided by Medela to give out special parking pass.
2) Early set up time for tents. (see schedule) Medela event manager on site with tent company arrival.
3) Portable restrooms onsite to enhance existing restrooms. Mutually agreeable location.
4) Ability for Catering company to park truck on path near prep tent
5) Medela will provide security near kids activities to ensure all participants have event wristbands

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Medela Family Picnic

EVENT LOCATION Three Oaks Recreation

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

☐ Carnival*	☐ General use of City-owned property
☐ Circus*	☐ Parade*
☐ Festival*	☒ Special Event at Three Oaks Recreation Area*
☐ Filming*	☐ Run/Walk Event
☐ Other _____	

*Requires separate application in addition to Special Events Application

2. General Description/Purpose of the event:
The Medela Family Picnic is an annual event host by Medela LLC. This special afternoon event features kids activities and a family BBQ lunch along with inflatible bounch houses. It is a private party for employees and their families. Families also enjoy the opportunity to swim at the Three Oaks Beach.

3. Will the event require the use of City-owned property?	☒ Yes	☐ No
4. Is a Site Map/Route Map attached?	☒ Yes	☐ No
5. Is the event an annual/recurring event?	☒ Yes	☐ No
6. Will the event require a public street/sidewalk to be blocked or closed?	☐ Yes	☒ No
7. Will the event require use of a public parking lot?	☒ Yes	☐ No

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

9. Estimated attendance: 450

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Amy Woods

13. Contact Information for Event Manager:

Address: 1712 West Pearson St.
Chicago, IL 60622

(Please check preferred means of contact)

Daytime phone: 312-315-7102 ☐

Emergency phone: _____ ☐

Cell phone: 312-315-7102 ☒

Email: amykenrich@att.net ☒

EVENT OPERATION

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

Set Up: Friday, June 21, 2024

Event: Saturday, June 22, 2024

Dismantling: Saturday, June 22, 2024

15. Hours of the event:

Set Up: 7:00am - 6:00pm (6/21) 7:00am -10:0(

Event: 11:30am - 3:00pm

Dismantling: 3:00pm - 8:00pm

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☐ Yes ☒ No

    Temporary neighborhood event signs ☐ Yes ☒ No

    Directional signs ☒ Yes ☐ No

    Banner ☒ Yes ☐ No

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

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

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

    Description of Products _____

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

    Name of Company Crown Restrooms
    Address _____
    Phone 815-206-3689

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

    If yes, please specify the power requirements and plan for provision
    Portable generators provided for the inflatables and DJ

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
First aid kits on site and CPR certified staff onsite for event. 911 would be called for a serious emergency.

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify Water needed to fill up the water barrels for the tents.

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

- ☐Barricade Borrowing Application
- ☐Carnival License Application
- ☐Certificate of Insurance/Hold Harmless Agreement
- ☐Circus License Application
- ☐Festival License Application
- ☐Film Production Application
- ☐Parade Permit/Open Air Application
- ☐Raffle License Application
- ☐Temporary Liquor License Application
- ☐Temporary Use Application

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

Signature

12/29/23
Date

Amy Woods
Print Name

STAFF USE ONLY

Assigned City Department: City Manager's Office

Assigned City Staff Liaison: Alaina Skurski

Meeting with Event Organizer Required: ☐ Yes ☒ No

City Council Approval Required: ☒ Yes ☐ No

Indemnity/Hold Harmless For Use of City Owned Property

In consideration of the undersigned ("User") requesting to use the following City property 5517 Northwest Highway, Three Oaks Recreation Area, the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to the use of the following City property 5517 Northwest Highway, Three Oaks Recreation Area.

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the City of Crystal Lake its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of Crystal Lake, its elected and appointed officials, agents and employees, arising in whole or in part or in consequence of the use of City property by the undersigned, its employees, agents, subcontractors or any 3rd party, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Crystal Lake, its agents or employees. The User shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Crystal Lake, its elected and appointed officials, agents and employees, in any such action, the User shall, at its own expense, satisfy and discharge the same.

Agreed this 20th day of December, 2023

Anita Matheson — Anita Matheson

(Name of User's representative) (Signature of User)

Medela

(Organization of User)

City Facility or Area to be used, including address:

5517 Northwest Highway, Three Oaks Recreation Area.

Description of Use (Type of Use and Dates of Use):

June 22nd, 2024 Employee Picnic

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: Special Event Request and Fee Waiver at the Three Oaks Recreation Area – Girls Scouts, Monday, July 15, 2024 through Friday, July 19, 2024 until noon

Council Discretion: Motion to approve the Chippewa Girl Scout Service Unit request to hold a day camp, including overnight camping, at Three Oaks Recreation Area from Monday, July 15, 2024 through Friday, July 19, 2024 until noon, subject to the recommended conditions, including a fee waiver in the amount of $1,445

Staff Contact: Nick Hammonds, Assistant City Manager

Background:
The City received a request from the Chippewa Girl Scout Service Unit for the use of the Three Oaks Recreation Area to hold a day camp and overnight camping from Monday, July 15, 2024, through Friday, July 19, 2024 until noon. Between 2013 and 2023, the Girl Scouts held this same event and successfully complied with all City conditions. **All event details remain unchanged from the 2013 through 2023 events, which were previously approved by the City Council.**

Costs Requested to be Waived:

Non-Refundable	Fee
Special Event Application Fee:	$75
Pavilion Rental Fee (resident rate / five days / four pavilions):	$1,300
Additional Site Security Staff (one night, two hours):	$70
Total Non-Refundable Fee:	**$1,445**

Required Costs to be Paid by Petitioner:

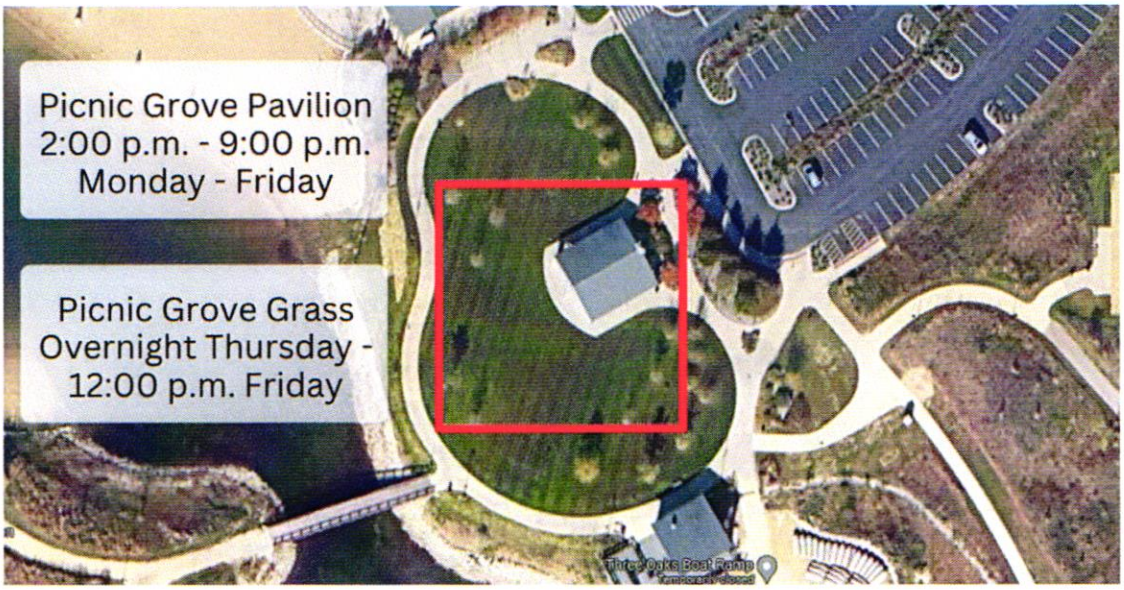
Refundable	Fee
Refundable Event Damage Deposit	$500
Refundable Pavilion Deposit (resident rate / five days / four pavilions):	$1,500
Total Refundable Fee:	**$2,000**
Non-Refundable	
Non-Resident Swim Beach Flat Fee (20 Adults and 120 Children)	$400
Total Non-Refundable Fee:	**$400**

Public/Visitor Impact:

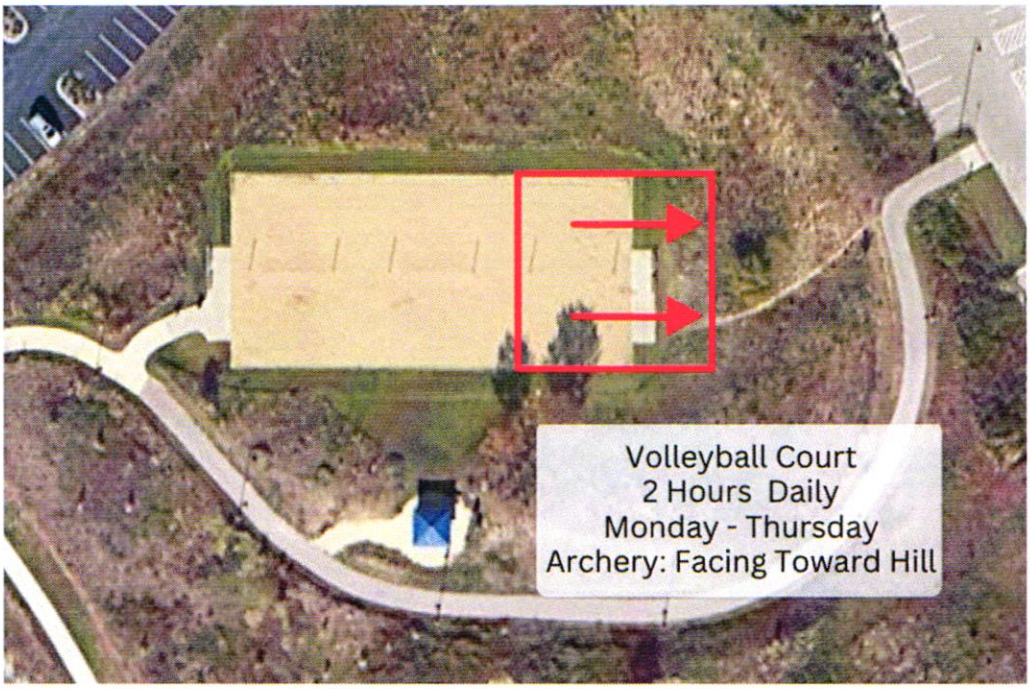
Use Location	*Hours of Use*	*Exclusive Use?*	*Level Of Public Impact*	
Swim Beach	2 Hours Daily	No	Low	The swim beach will be utilized for less than two hours each day. This will have minimal impact on other guests.
Marina/Lake Usage	-	-	Low	The petitioner does not anticipate using the Marina.
Trails	2:00 p.m. - Sunset	No	Low	The group may use the trails for hiking and will not impact other guests.
Pavilions (A, B, C, and D)	2:00 p.m. - Sunset	Yes	Moderate	Petitioner is requesting exclusive use of three pavilions from Monday to Thursday.
Picnic Grove	2:00 p.m. - Sunset Daily	Yes	Moderate	The event will take place from Monday to Thursday. Additionally, overnight camping will occur in the grass area with tents on Wednesday night.
Volleyball Court and Pavilion	2 Hours Daily	No	Low	The west portion of the volleyball court will be utilized for archery. The public will have access to the other courts.
Parking Lot	2:00 p.m. - Sunset	No	Low	20 adult chaperons will be present throughout the week. This will have no impact on the parking lot. Participants will carpool. In addition, the event is held during the week, when parking is not a concern.
Quarry Cable Park	-	-	Low	No impact. Tenant has no issues with the event.
Board House	-	-	Low	No impact. Tenant has no issues with the event.
Cottage on the Beach	-	-	Low	No impact. Tenant has no issues with the event.

Event Details

The Chippewa Girl Scout Service Unit is composed of girls that attend Crystal Lake schools and live in the Crystal Lake area. Approximately 100 girls will participate each day. The ratio of campers to adult chaperons will be 6:1 throughout the week. The Girl Scouts consider this a "twilight camp" since activities will take place from 2:00 PM to 9:00 PM. The Girl Scouts will offer hiking, swimming, cooking, and craft activities at the park. The petitioner is requesting exclusive use of four pavilions and the Picnic Grove during this time. The petitioner will clean up the site and dispose of the trash from the activities.



In addition to the above activities, the Scouts will organize an archery event for two hours each day. City staff will work with the Girl Scouts to ensure that the archery event is conducted safely. The archery activities will utilize the far end of the volleyball area as a "backdrop," and the area will be roped off. Utilizing the volleyball area ensures that this activity is separated from the areas of the park that are visited by the general public. The Scouts will shoot into hay bales and at least two adult leaders, certified in archery, will supervise the activity.



During the entire event, the Scouts will provide the City with an insurance certificate naming the City as additional insured and sign an indemnity/hold harmless agreement. In addition, each parent will sign a "Participant Form" on behalf of their child, which will provide the City further liability protection.

Overnight Camping

As part of the day camp, from Thursday, July 18th through Friday, July 19th until noon, the Girl Scouts would like to overnight camp in the Picnic Grove area. Approximately 15 - 20 tents will be set up in the Picnic Grove. All tents will be removed first thing in the morning. This is the same area that has been utilized by numerous other scout overnight camp groups. Per Chapter 238 of the City Code, overnight camping at Three Oaks Recreation Area may be allowed when approved by the Mayor and City Council.

238-1 **General Rules and Admission**

A. Three Oaks Recreation Area General Rules

8. Camping and open fires within the recreational area are prohibited except as authorized by the Mayor and City Council.

Since the petitioner is requesting the overnight use of the facility, City staff recommends that a security staff member monitor the facility during the time when no other Three Oaks staff is present. The additional security staff time would be for two hours, from 4:00 AM to 6:00 AM.

Recommended Conditions:

City staff has reviewed the petitioner's request and offers the following conditions:

1. Comply with all City Code regulations, Special Event requirements, and Pavilion rental requirements, including all insurance requirements. Insurance certificates need to be provided annually. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
2. If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department for further review. The use of tents or canopies is subject to review by the Fire Prevention Bureau. The petitioner shall provide a detailed site plan for tents or canopies prior to the event.
3. Submit severe weather plans and an evacuation plan for City approval.
4. All temporary electrical items shall comply with the 2017 Electric Code and shall be subject to City inspection.
5. All debris created by the event shall be cleaned up during and after the event.
6. In the case of inclement weather, an alternate date can be approved by the City Manager.
7. If costs are not waived for the event, the petitioner is responsible for the Three Oaks Recreation Area costs.
8. The Chippewa Girl Scout Service Unit must provide payment, proof of volunteers, insurance, severe weather and evacuation plan, and liability waivers by July 1, 2024 or the event may be cancelled.

The petitioner is aware of the recommended conditions and will be present at the meeting.

Votes Required to Pass:

Simple majority vote of the City Council

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

January 1, 2024

To Whom It May Concern:

This letter is to serve as a request from the Chippewa Girl Scout Service Unit for the use of the Three Oaks Recreation Area to hold a day camp and overnight camping from Monday, July 15, 2024 through Friday, July 19 till Noon 2024. The Girl Scouts of Northern Illinois will provide the City with an insurance certificate and sign any requested paperwork. Each parent will sign a "Participant Form" on behalf of their child, which will provide the City further liability protection.

Between 2013 and 2023 (camp was not offered in 2018 and canceled in 2020 due to the pandemic), the Girl Scouts held this same event and successfully complied with all City conditions. For reference, when camp has been held in past years, the City Council approved overnight camping for this group. In addition, they waived the application fees, pavilion rental fees, additional security staff fees and beach/splash pad fees were a flat rate of $400. I am asking the Council to consider waiving those fees for 2024 as well as keep the flat fee for beach/splash park use. For a little clarification in a normal camp week, a camper goes in the water for two 45-minute sessions over the course of three days (M-W). Splash pad use is a cool off only if needed. Our adults usually do not swim with the girls, they act as additional eyes on the swimmers.

The Chippewa Girl Scout Service Unit is composed of girls that attend Crystal Lake schools and live in the Crystal Lake area. Approximately 100 girls (has been as high as 120 in past years) will participate each day. The ratio of campers to adult chaperons will be 6:1 throughout the week. The Girl Scouts considers this a "twilight camp" since activities will take place from 2:00 PM to 9:00 PM. The Girl Scouts will offer the following events and activities at the park:

- Speakers/Presenters (Vary based on camp theme)
- Swimming (Lifeguard breaks may need to be adjusted as they have in the past.)
- Cooking
- Hiking
- Crafts

In addition to the above activities, the Girl Scouts will organize an archery event for at least 1 (Possibly two) hours each day. It is also my understanding that City staff will work with the Girl Scouts to ensure that the archery event is conducted safely. As in past years, we will continue to utilize the far end of the volleyball area as a "backdrop," and the area will be roped off. Utilizing the volleyball area ensures that this activity is separated from the areas of the park that are visited by the general public. The Girl Scouts will shoot into hay bales, and at least two adult leaders, certified in archery, will supervise the activity.

Overnight Camping

As part of the day camp, from Thursday, July 18 through Friday, July 19, the Girl Scouts would like to overnight camp in the picnic grove area. Approximately 15- 20 tents will be set up in the picnic grove. This is the same area that has been utilized by numerous other scout overnight camp groups.

In addition, we are requesting exclusive use of the pavilion and picnic grove during this time. We will clean up the site and dispose of the trash from the activities. In past years, when requesting the overnight use of the facility, City staff has recommended that a City Security staff member monitor the facility during the time when no other Three Oaks staff is present.

On the morning of July 19, we would like to offer the Girl Scouts and adults who stayed overnight the option to enjoy a special activity. In the past, they have paddle-boarded, held art class, etc. At this time, we do not have a head count, but in other years, we have typically had 10-15 Girl Scouts between the ages of 12 and 18 attending the overnight along with 3-5 adults.

Thank you for being so considerate. I may be reached at [redacted] or [redacted] if you have any questions or concerns.

April Fox
Chippewa Service Unit Twilight Camp Director

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Girl Scout twilight camp

EVENT LOCATION three oaks

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

❑ Carnival*	❑ General use of City-owned property
❑ Circus*	❑ Parade*
❑ Festival*	☒ Special Event at Three Oaks Recreation Area*
❑ Filming*	❑ Run/Walk Event

☒ Other night camp

*Requires separate application in addition to Special Events Application

2. General Description/Purpose of the event:

girl will be learning fire safety, cooking, knife safety, how to retire a flag

3. Will the event require the use of City-owned property? ☒ Yes ❑ No
4. Is a Site Map/Route Map attached? ☒ Yes ❑ No
5. Is the event an annual/recurring event? ☒ Yes ❑ No
6. Will the event require a public street/sidewalk to be blocked or closed? ❑ Yes ☒ No
7. Will the event require use of a public parking lot? ☒ Yes ❑ No
8. Number of persons scheduled to monitor and work the event: 2 leader to 6 girl ratios
9. Estimated attendance: 75 girls to 35 leader

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: April Fox

13. Contact Information for Event Manager:

Address: 51 erick st crystal Lake il

(Please check preferred means of contact)

Daytime phone: [redacted] ☒

Emergency phone: [redacted] Amber Combs ☐

Cell phone: [redacted] ☒

Email: [redacted] ☐

EVENT OPERATION

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

Set Up: 7/15/24-7/18/24

Event: twilight camp

Dismantling: 2pm to 8:30pm

15. Hours of the event:

Set Up: 7/18/24-7/19/24

Event: 8:30pm to next day

Dismantling: 12 pm

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☐ Yes ☒ No

    Temporary neighborhood event signs ☐ Yes ☒ No

    Directional signs ☐ Yes ☒ No

    Banner ☐ Yes ☒ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

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

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:

_____

_____

_____

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify water game, drinking and bathroom

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

- ☐Barricade Borrowing Application
- ☐Carnival License Application
- ☐Certificate of Insurance/Hold Harmless Agreement
- ☐Circus License Application
- ☐Festival License Application
- ☐Film Production Application
- ☐Parade Permit/Open Air Application
- ☐Raffle License Application
- ☐Temporary Liquor License Application
- ☐Temporary Use Application

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

_____ 12/20/23

Signature Date

April Fox

Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

Indemnity/Hold Harmless For Use of City Owned Property

In consideration of the undersigned ("User") requesting to use the following City property 5517 Northwest Highway, Three Oaks Recreation Area, the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to the use of the following City property 5517 Northwest Highway, Three Oaks Recreation Area.

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the City of Crystal Lake its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of Crystal Lake, its elected and appointed officials, agents and employees, arising in whole or in part or in consequence of the use of City property by the undersigned, its employees, agents, subcontractors or any 3rd party, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Crystal Lake, its agents or employees. The User shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Crystal Lake, its elected and appointed officials, agents and employees, in any such action, the User shall, at its own expense, satisfy and discharge the same. (December 20, 2023) AS

Agreed this 12 day of 20, 2024

April Fox
(Name of User's representative)

(Signature of User)

Girl Scout of northern Illionis
(Organization of User)

City Facility or Area to be used, including address:

5517 Northwest Highway, Three Oaks Recreation Area.

Description of Use (Type of Use and Dates of Use):

we will be using the park 7/15/24-7/19/24 Monday -thursday the girl will be leaning about fire safety,cooking,hiking and more with the letter sent in the email with more detail

Three Oaks Recreation Area

City of Crystal Lake, IL

Pavilion Rental Permit Application

Pavilion(s) Requested

Check all that apply

Pavilion "A" Picnic Grove	Pavilion "B" Island Shelter	Pavilion "C" Volleyball Court	Pavilion "D" North Lake	Lake House Patio*
☑	☑	☑	☑	☐

Number of Guests Attending 120 *Reason for Rental* night camp

Event Details

*Available only after Labor Day through mid-October

***Day** (Circle)*
MO – TU – WE – TH – FR – SA - SU

***Month** (Circle)*
APR – MAY – JUN – JUL – AUG – SEP – OCT

Date 7-15-23 to 7-19-23

Times for Event

Set-up 2 a.m. p.m.

Guest Arrivals 3 a.m. / p.m.

Departure 8:30 a.m. p.m.

Alcohol Use Requested: ☐ Yes ☑ No
If yes, applicant must review page 4 of this application.

Parking Tally Request: ☐ Yes ☑ No
Beach Tally Request: ☐ Yes ☑ No
Table Relocation Request*: ☑ Yes ☐ No

Applicant Information

*Table Relocation available only for Pavilion A

Name of Individual / Organizer: Crystal lake Girl scout Chippewa service Unite

Name of Group / Organization: Twilight camp

Address: 51 Erick st (Street) Crystal Lake (City) 60014 (Zip)

Telephones *Work* ( ) - / *Home* ( ) - / *Mobile* [redacted]

E-Mail Address [redacted]

Applicant Type *(Check which applies)*

☐ Crystal Lake "City Limits" Resident ☐ Non-Resident

☑ Crystal Lake "City Limits" Non-Profit Organization ☐ Non-Crystal Lake Non-Profit Organization

Office Use Only

Confirmation email sent: _____ Staff initial: _____

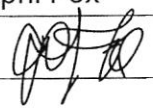
Indemnity/Hold Harmless
for use of
Three Oaks Recreation Area Pavilion(s)

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the City of Crystal Lake its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorney fees), which may in anywise accrue against the City of Crystal Lake, its elected and appointed officials, agents, and employees, arising in whole or part or in consequence of the use of a pavilion at the Three Oaks Recreation Area by the undersigned, its employees, agents, subcontractors or and 3rd party, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Crystal Lake, its agents or employees. The user of the pavilion shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Crystal Lake, its elected and appointed officials, agents and employees, in any such action, the User shall, at its own expense, satisfy and discharge the same.

Applicant shall use pavilion in compliance with, and agrees to, all the terms and conditions stated within this application:

- By signing this signatory agrees that he/she has received, read and understood the attached rental terms and conditions.

Print Complete Name April Fox

Signature 

Date 12/20/23

Office Use

□ Hold Harmless signed and completed (for all users)

□ Organization / Corporation proof of insurance / naming City as additional insured attached (□ not applicable)

□ Deposit Paid

□ Rental Fee Amount Paid

Name/Signature _____

Date: _____

NOTE

For all organizations or corporations regardless of size, and families/individuals with groups over 50 people:

Insurer and Policy Number _____

The homeowner's policy (for residents) or proof of liquor liability insurance coverage (for local organizations / businesses) MUST be attached before the application will be considered.

APPLICATION TO POSSESS AND/OR CONSUME ALCOHOLIC LIQUOR DURING SCHEDULED USE OF PAVILION(S)

1. Alcohol (beer and wine) is only allowed in the park when approved as part of a picnic area or shelter reservation or permit. Pavilion applications, which include requests for alcohol consumption, shall be signed by an individual 21 years or older, who will be responsible for overseeing the serving of alcohol and who will be responsible for his or her guests.

2. Beer and wine cannot be consumed outside of the picnic grove, or the Island Pavilion or Volleyball court pavilion or the North Lake Pavilion. The sale of alcoholic beverages is prohibited. Beer and wine cannot be consumed at a pavilion rental event where admission is charged.

3. A family or individual having a picnic with over 50 people on City property where alcohol in any form will be served or present, must purchase or provide Host Liquor Liability Insurance coverage with a binder naming the City as additional insured. Host Liquor Liability Insurance shall have a minimum of $1 million per occurrence. Depending on your insurance, a fee may be involved when requesting a Host Liquor Liability – Certificate of Insurance. From the insurance company of your choice, the Certificate of Insurance must state 'Host Liquor Liability' to be accepted. If your insurance does not cover a Host Liquor Liability, another option to receive one can be found at the following link: http://irmarisk.org/Coverage/TULIP.aspx

4. Any organization or corporate event, regardless of size, where alcohol in any form will be served or present, must purchase or provide a Host Liquor Liability Insurance coverage with a binder name the City as an additional insured. Host Liquor Liability Insurance shall have a minimum of $1 million per occurrence. Depending on your insurance, a fee may be involved when requesting a Host Liquor Liability – Certificate of Insurance. From the insurance company of your choice, the Certificate of Insurance must state 'Host Liquor Liability' to be accepted. If your insurance does not cover a Host Liquor Liability, another option to receive one can be found at the following link: http://irmarisk.org/Coverage/TULIP.aspx

5. The City reserves the right to prohibit alcohol in any areas of the Recreation Area or buildings located thereon at any time it deems necessary.

The Pavilion Use Applicant will be responsible for overseeing serving and consumption of beer and/or wine, and is responsible for making sure that no guests enter into the general park area with alcohol. The designated responsible adult must be of legal drinking age (*driver's license must be shown at time of rental to prove age*).

The undersigned agrees that he/she and/or group, association, or organization will not interfere with the general use of the park by the public and will obey all the laws of the State of Illinois and the ordinances of the City of Crystal Lake.

Fee Refund Policy

The cancellation fee is ½ the deposit amount. To receive a refund of the deposit, less the cancellation fee, all cancellations must be made at least 10 days in advance of the event. The reservation fee is non-refundable. No refunds are given in the event of inclement weather. Rentals cancelled due to inclement weather may be given the opportunity to reschedule at a later date, depending on availability. City Staff reserves the right to determine the severity of inclement weather and the opportunity to reschedule the rental. City Staff may cancel a rental based on severe weather, or for other reasons. Refunds for rentals cancelled by City Staff are at the discretion of City Staff.

Reservation Fees and Deposits Schedule

Pavilion "A": Main Picnic Grove

Number of Guests	*Resident Rates*		*Non-Resident Rates*	
	Fee	*Deposit*	*Fee*	*Deposit*
1 - 100 people	$110	$150	$220	$150
*Off-season**			**$200**	
101 - 150 people	$145	$150	$290	$150
*Off-season**			**$270**	
151 – 200** people	$180	$150	$360	$150
*Off-season**			**$340**	

** Off-season rates are in effect prior to Memorial Day weekend and after Labor Day* ***Groups over 200 require a special event permit*

Pavilions "B, C and D": Island Shelter, Volleyball Court, North Lake Pavilion

Number of Guests	*Resident Rates*		*Non-Resident Rates*	
	Fee	*Deposit*	*Fee*	*Deposit*
B & C: 1 - 25 people	$50	$50	$150	$50
*Off-season**	**$40**		**$130**	
D: 1-50 people	$50	$50	$150	$50
*Off-season**	**$40**		**$130**	

** Off-season rates are in effect prior to Memorial Day weekend and after Labor Day*

Lake House Patio

Number of Guests	*Resident Rates*		*Non-Resident Rates*	
	Fee	*Deposit*	*Fee*	*Deposit*
1-60 People	$75	$50	$130	$50

Available only after Labor Day through mid-October

- Please return completed application to City Hall, located at 100 W. Woodstock Street, Crystal Lake, IL 60014 or by email to pavilion@crystallake.org.

- **The full rental fee and security deposit are required at the time of reservation to hold the rental date. The deposit will be returned per the rental terms and conditions. The reservation is nontransferable. The deposit and full rental fee can also be paid by credit card over the phone by calling City Hall at 815-459-2020 x 4288.**

- Any permit will be granted on the condition that the permittee not interfere with the general use of the Park by the general public and obey all the laws of the State of Illinois and the ordinances of the City of Crystal Lake.

- No alcoholic beverages are allowed without prior approval. Additional requirements for alcohol for groups over 50 people (See page 3). No accessory structures may be erected; i.e. tents, stands, bleachers, etc. without prior approval.

Rental Terms and Conditions

Reservations for the year will begin on the first business day following January 1st for in person reservations at City Hall only. The 2nd business day following January 1st will be open to phone and email reservations. Rentals will be reserved on a "first-come, first-serve" basis. ***The pavilion rental fee and deposit are due at the time of the reservation to hold the rental date.***

Fees for City of Crystal Lake tax exempt, non-profit groups with an address in the City of Crystal Lake will be waived for Monday – Thursday rentals. The deposit is still required.

General Rules

- Pavilions are available for reservation from 9:00 AM – Dusk
- The area reserved must be left in a clean state with picnic tables in their designated area, and garbage placed in the provided receptacles
- No sound-amplifying devices are allowed as part of pavilion rental
- Picnic tables may not be moved to different locations. **If requesting to relocate tables, please provide a diagram of your desired table layout. A $25.00 table-relocating fee may be charged on a case-by-case basis for Pavilion A only. Picnic tables will not be moved to/from Pavilions B, C, and D**
- No driving shall be permitted on the trails or picnic areas without on-site City supervision and approval
- Requests for tents or canopies may be considered by the City following the submittal of a plan showing the proposed use. If approved, the tent or canopy must be installed and removed the day of the event. Locations for tents and canopies shall be determined and approved by the City. In addition, tents or canopies greater than 20' x 20' require an inspection by the City's Fire Rescue Department.
- No advertising signs on the property or soliciting on the property
- Failure to comply with the rules will result in forfeiture of the maintenance deposit, plus a fine of up to $500.00 and removal from the premises
- The use of the fireplace requires prior approval. Wood and lighters not provided.
- Fixed charcoal grills are available for use near the Picnic Grove Pavilion. No gas grills may be used in the park, unless approved by City Staff for special events
- Any organization or corporate event shall show proof of insurance and name the City as additional insured, per the City's insurance requirements and sign an appropriate hold harmless/indemnification document. The individual signing the permit form and/or authorizing payment will be held responsible for relaying City rules and procedures to all group members

Non-Resident Parking

Non-Crystal Lake residents are required to pay $5.00 per vehicle to park in the facility. The individual reserving the pavilion may purchase prepaid parking "tokens" for non-resident guest vehicles. Alternatively, a parking tally can be taken at the parking gate if prior arrangements have been made. A list of expected guests (non-residents) must be submitted to staff prior to your event. Guest lists can be emailed to pavilion@crystallake.org or given to a park manager prior to the date of your event for approval. Event tally requests will not be taken if requests are not received before your event and prior manager approval has not be received. If requesting a parking tally, City staff can apply your deposit to pay for parking fees or send an invoice.

Deposit Refund Policy

Deposits shall only be released after an inspection has been made by City employees. The costs to repair and clean up the facility may be taken from the deposit. If the amount of repair or clean up costs exceeds the deposit, the deposit will be kept and the applicant shall be responsible for the remaining amount.

City of Crystal Lake
Three Oaks Recreation Area

Group Use Participant Form

Thank you for visiting the Three Oaks Recreation Area. Please complete this form prior to scheduled visit and submit to City Hall staff.

Name of Organization: twilight camp (Girl Scouts of Crystal Lake)	Date(s) of Visit: 7/15/23-7/19/23
Participant's Last Name: Fox	Participant's First Name: April crystal lake girl scouts
Street Address: 51 erick St Crystal Lake il	
City / State / Zip Code [redacted]	
Home Telephone Number:	Email Address: [redacted]
Emergency Contact's Name:	**Emergency Contact's Telephone:**

I certify that all the facts contained in this form are true and complete to the best of my knowledge. In case of medical emergency, I authorize the City of Crystal Lake personnel to take such emergency actions as may be deemed necessary.

Please read this form carefully and be aware that having your minor child/ward visit the Three Oaks Recreation Area you will be waiving your rights to all claims for injuries you and/or your minor child/ward might sustain arising out of this visit; and you will be required to indemnify, hold harmless and defend the City of Crystal Lake for any claims arising out of the visit of your minor child/ward.

In consideration of my minor child/ward being allowed to visit the Three Oaks Recreation Area, as the Parent or legal guardian of a participant under 18 years of age, I recognize and acknowledge that there are certain risks of physical injury associated with the visit. I agree to assume the full risk of injuries that may be sustained by any minor child/ward of mine, as a result of visiting the Three Oaks Recreation Area and all activities connected or associated therewith. I agree to waive and relinquish all claims on behalf of my minor child/ward that the minor child/ward may have against the City of Crystal Lake as a result of the minor child/ward's visit to the Three Oaks Recreation Area.

I do hereby fully release and discharge the City of Crystal Lake and its officers, agents and employees from any and all claims from injuries, damage or loss which I, or any minor child/ward may have or which may occur to my minor child/ward on account of his/her visit to the Three Oaks Recreation Area. I further agree to indemnify and hold harmless and defend the City of Crystal Lake, its officers, agents and employees from any and all claims sustained by me or my minor child/ward, and arising out of, connected with, or in any way associated with the visit described herein.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement. I have read and fully understand the above Waiver and Release of all claims.

_____
Name(s) of Minor

_____
Printed Name of Parent/Legal Guardian

_____ 12/20/23
Signature of Parent/Legal Guardian Date

Revised 3/5/2020

Agenda Item No: 9e

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: Special Event Request – Smith Therapy Crystal Lake Aquathon at the Three Oaks Recreation Area, Sunday, July 28, 2024

Staff Recommendation: Motion authorizing approval of the Crystal Lake Aquathon, to be held on Sunday, July 28, 2024, at the Three Oaks Recreation Area, subject to the recommended conditions, including a waiver of parking fees for non-resident volunteers

Staff Contact: Nick Hammonds, Assistant City Manager

Background:
Smith Physical Therapy and Running Academy (Smith PT/RA) is requesting approval to organize the Crystal Lake Aquathon at the Three Oaks Recreation Area on Sunday, July 28, 2024. The event was successfully held from 2017 through 2023. **All event details remain unchanged from the 2017 through 2023 events, which were previously approved by the City Council. From 2017 through 2023, the City Council waived the fees for non-resident volunteer parking.**

An Aquathon is a continuous, two-stage race involving swimming followed by running. There are two distances: an Olympic Aquathon and a Sprint Aquathon. There will also be two swim only options for a long-distance swim which include a two mile and one mile swim. The swim only options would attract those triathletes who are training for an Ironman Race (Ironman Wisconsin is held approximately four weeks after the CL Aquathon). The addition of a Kid's Race was added in 2019 with a 250-meter swim and one-mile run for athletes aged 7 – 12 years old. A proposed addition to the 2021 event was an adaptive swim race of one mile for those athletes with a disability, which will continue in 2024.

The event will begin at approximately 7:00 a.m. and end at approximately 12:00 p.m. Setup at the Three Oaks Recreation Area would begin on the evening of Saturday, July 27th. The race format will include an Olympic Aquathon, a Sprint Aquathon, Kid's Race, adaptive one-mile swim, and two long-distance swim only options (two mile swim and one mile swim). The Olympic Aquathon will consist of a one mile swim and 10k run. The Sprint Aquathon consists of a 500m swim, and 5k run. The one and two mile swim will be a one and two mile swim only. The entire event will take place within the Three Oaks Recreation Area and it is anticipated that 150-200 attendees will participate. Registration will be limited to 200 participants and start times will be staggered by event.

The petitioner has requested approval to serve alcohol at the conclusion of the event for attendees and volunteers. This will be considered at a later City Council ouncil meeting as it requires proof that a nonprofit organization is partnering with the petitioner to host the event, and the nonprofit organization must receive approval for a temporary liquor license.

Petitioner Background:

Smith PT/RA is owned by Crystal Lake resident Denise Smith, a certified manual physical therapist who has been practicing for over 20 years. She is also a certified running technique coach and the only Pose Method Master Coach in the Midwest. Her passion lies in injury prevention and showcasing Crystal Lake for its community support, natural beauty, and athletic population. Smith coordinated the 2017 through 2023 Aquathons. In addition, she was the primary supporter for the 2021 through 2023 Crystal Lake Half Marathon. Most recently, she supported the Santa Run and the Patriot Race in 2023.

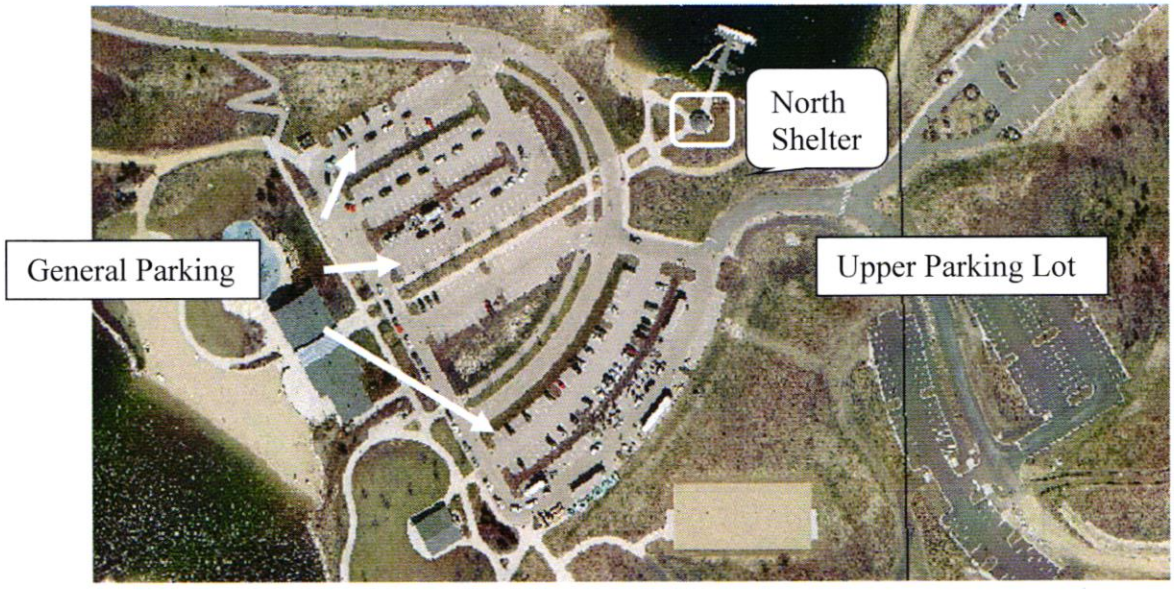
Three Oaks Recreation Area Impact:

Use Location	*Hours of Use*	*Exclusive Use?*	*Level Of Public Impact*	
Swim Beach	3 Hours	Yes	Low	The swim beach will be utilized from 7:00 a.m. – 10:00 a.m. The petitioner will have all equipment removed from the beach prior to beach opening at 10:00 a.m.
Marina/Lake Usage	7:00 a.m. – 9:00 a.m.	No	Moderate	The northern portion of the south lake will be restricted from public access by buoy markers during the event.
Trails	8:00 a.m. – 12:00 p.m.	No	Moderate	The running portion of the triathlon will occur on existing trails. Signage will be posted. The public will have access to trails during the event.
North Lake Pavilion D	7:00 p.m. – 7:30 a.m.	No	Low	Petitioner is requesting to use the North Marina pavilion for event registration. The pavilion will be cleared before 8:00 a.m.
Picnic Grove	7:00 a.m. – 12:00 p.m.	Yes	Moderate	Running portion of the event will finish at the Picnic Grove pavilion. The post-event celebration will end at 12:00 p.m.
Parking Lot	7:00 a.m. – 12:00 p.m.	No	Moderate	Event participants and guests will be directed to park in the upper parking lot.
Quarry Cable Park	-	-	Low	No impact. Tenant has no issues with the event.
Board House	-	-	Low	No impact. Tenant has no issues with the event.
Cottage on the Beach	-	-	Low	No impact. Tenant has no issues with the event.

The event will occur on the last Sunday in July. Although this is a popular day for residents to visit Three Oaks, care will be taken to ensure guests can still enter the park and use the marina and beach facilities. Aquathon participants and guests will park onsite in the upper parking lot as depicted below. The $5 parking fee will be incurred for all non-residents that park at Three Oaks through collection during registration. Smith is requesting that all non-resident volunteers have

their parking fee waived by the City as a show of appreciation for their time and talent, which has been approved in previous years. The North Lake shelter will be used for race registration and will be cleared immediately after the start of the race to allow for usage as needed by guests.

There will be no impact to the Board House, Quarry Cable Park and Grille, concession area or the Beach as the race will be completed by 10:00 a.m. The marina will be open during the event, however, portions of the lake will be closed to watercraft until the event is completed. The event may draw participants to utilize the Beach and Quarry Cable Park and Grille after the completion of their race. Past races yielded increased exposure for the entire park area with race attendees coming from Michigan, Indiana, Wisconsin, downtown Chicago, and southern Illinois.



On Sunday, July 28th, visitors to the park may be inconvenienced in the following ways:

- The public access to the swim beach will be limited during the swim portion of the race. Since public swimming does not begin until 10:00 a.m., it is anticipated that public access to the swim beach will be minimally impacted.
- The swim beach would be used between 7:00 a.m. and 8:30 a.m. The swim portion takes approximately one to two hours to complete. Staff will begin cleaning the beach as soon as the last swimmer is done to get the beach open to the public by 10:00 a.m. The swim course will be set up inside the islands, reserving the majority of the lake for fishermen, as shown in the swim map below. It is requested that ropes from the swim area be removed except to identify a swim lane for racers entering and exiting the water. A special swim area will be marked for the kids race, similar to all races since 2019.
- The marina will be open, however, a portion of the lake will be closed to watercraft until the event is completed at 10:00 a.m. The northern portion of the south lake would be restricted from public access by buoy markers. In addition, public access to this area of the lake may be delayed while swimmers are in the water. Guests renting boats will be notified of the race on the lake and instructed to stay clear of the race area. The Fire Rescue Department and Three Oaks staff will have emergency service boats on the water to ensure the public's safety.

- Signage will be utilized to notify guests that the race may interfere with trail walking. In addition, gate attendees will be on hand to alert guests of the race status.

The City Council has approved a similar swim course for previous triathlons and A Long Swim events.



Proposed Swim Map



Kid's Race

The running portion of the Aquathon will occur on existing trails. It is not anticipated that these areas will need to be closed to the general public during the race, but signage will alert the general public of the trail usage. The run portion of the event will finish at the Picnic Grove Pavilion where a post-race celebration will take place. Additional plans include Potts and Pans Steel Drums for post-celebration musical entertainment.



Required Costs to be Paid by Petitioner:

1. Fire Rescue requires an ambulance with two personnel to standby for the race, as well as a boat with three personnel. The anticipated cost for Fire Rescue services with the Aquathon is a minimum of $2,096.00. The following is a breakdown of Fire Rescue Department costs:

Ambulance with two personnel:	$124.00/hour
Boat 399 with three personnel:	$186.00/hour
Boat 398 with two personnel:	$124.00/hour
Shift Commander	$90.00/hour
Total for 1 hour:	$524.00
Four hour minimum:	x 4
Minimum Total:	**$2,096.00**

2. Three Oaks Recreation Area Costs:

Non-Refundable	*Fee*
Application Fee	$75
Three Oaks Service Boat Fee	$45 ($15 per hour x 3 hours)
Three Oaks General Staff Fee	$450 ($15 per hour x 6 staff (5 hours))
Three Oaks Lifeguard Fee	$585 ($16.25 per hour x 12 guards (3 hours))
Pavilion A Fee	$180
Non-Refundable Fee	**$1,335**
Refundable	*Fee*
Refundable Event Damage	$500
Refundable Fee	**$500**

3. Total Costs:

Non-Refundable Fee	$3,431
Refundable Fee	$500
Total Due by July 1, 2024	**$3,931**

Recommended Conditions:

City staff has reviewed the petitioner's request and offers the following conditions:

1. Comply with all City Code regulations, Special Event requirements, and Pavilion rental requirements, including all insurance requirements. Insurance certificates need to be provided annually. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement. Also, all participants must sign a waiver releasing the City from any liability related to their participation in the triathlon that will be collected upon race registration.
2. If alcohol will be provided at the conclusion of the event, Smith PT/RA must partner with a nonprofit organization that has applied for and received a temporary liquor license.
3. If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department for further review. The use of tents or canopies is subject to review by the Fire Prevention Bureau. The petitioner shall provide a detailed site plan for tents or canopies prior to the event.
4. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
5. Receive approval from 3rd party property owners for any off-site parking. Following the filling of the upper parking lots, participants will be directed to park off-site.
6. Submit for City approval, severe weather plans and an evacuation plan.
7. Sound system shall not disturb other users of the park.
8. All temporary electrical items shall comply with the 2017 Electric Code and shall be subject to City inspection.
9. The City will have flexibility in designing the race course based on any concerns from City Departments.
10. Smith PT/RA must provide the City with a site plan for set-up at the Three Oaks Recreation Area and parking plan for the event for review by City Departments.
11. All debris created by the event shall be cleaned up during and after the event.
12. In the case of inclement weather, an alternate date can be approved by the City Manager. The alternate date for the event is tentatively scheduled for Sunday, August 4, 2024.
13. The petitioner is responsible for the required costs, which are the costs for Fire Rescue and use of the Three Oaks Recreation Area.
14. Smith PT/RA must provide the proof of volunteers, insurance, off-site parking approval, severe weather and evacuation plan, and liability waivers by July 1, 2024 or the event may be cancelled.

Votes Required to Pass:

Simple majority vote of the City Council

Smith Physical Therapy + Running Academy

Background:

Smith Physical Therapy and Running Academy is requesting approval from the City to organize the Crystal Lake Aquathon at Three Oaks Recreation Area on Sunday, July 28th, 2024.

The Aquathon would begin at approximately 7:00 a.m. and end at approximately 12:00 p.m. Setup at the Three Oaks Recreation Area would begin on the evening of Saturday, July 27th. The race format would include an Olympic Aquathon, a Sprint Aquathon, Kids Race, adaptive one-mile swim, and 2 long-distance swim only option (2 Mile Swim and 1 Mile Swim). The Olympic Aquathon would consist of a 1-mile swim and 10k run. The Sprint Aquathon would consist of a 500m swim, and 5k run. The 1- and 2-Mile Swim would consist of a 1 and 2-mile swim only. The Kids Race will be a 250-meter swim with a 1-mile run. The entire event would take place within the Three Oaks Recreation Area property. It is anticipated that 150-200 attendees will participate in this Aquathon. Registrations will be limited to 200 participants and start times will be staggered by event.

This is the same plan as 2017-2022, which were successful in terms of having no incidents and full support of the Crystal Lake Fire Department and the City of Crystal Lake. Numbers for each year are as follows:
2017 – 83 participants, 91 volunteers
2018 – 132 participants, 90 volunteers
2019 – 162 participants, 102 volunteers
2021 - 175 participants, 85 volunteers
2022 - 124 participants, 67 volunteers
2023 - 135 participants, 83 volunteers

Petitioner Background:

Smith Physical Therapy and Running Academy is owned by Crystal Lake resident Denise Smith. She is a certified manual physical therapist and has been practicing for 20 years. She is also a certified running technique coach and is the only Pose Master Coach in the Midwest. Her passion lies in injury prevention and showcasing Crystal Lake for its community support, natural beauty, and athletic population.

Denise was responsible for coordinating this race, beginning 2017. Denise

is also the primary supporter of the Crystal Lake Half Marathon and most recently, The Santa Run and the Patriot Race. Through the experience of multiple races, Denise has learned how to coordinate the event with the help of a strong volunteer team along with continued support of the residents, local business owners, the City of Crystal Lake, and Three Oaks Recreational Area. She also has a strong advisory/volunteer committee that has successfully assisted in all facets of the race in both preparation and execution. Previous concerns voiced by the City Council were lack of volunteers, parking restrictions, and interrupting normal operations at Three Oaks. All of these issues were addressed without difficulty in previous years.

Three Oaks Recreation Area Impact:

The event will be occurring the last Sunday in July. Though this is a popular day for residents to visit Three Oaks, care will be taken to ensure guests can still enter the park and use the marina and beach facilities. Aquathon participants and guests would be referred to park onsite in the upper parking lots as depicted below. Because most athletes and sponsors arrive before 7:00am, there will be no parking fee for this group. Any spectator that arrives after 8:30am will be assessed the $5 parking fee as they enter the property. We are requesting that all non-resident volunteers have their parking fee waived by the City as a show of our appreciation for their time and talent as was offered in all previous years. The north shelter (Pavilion A) will be utilized for race registration. The race director would like to again rent the Pavilion until noon for the After Party. This will allow volunteers, racers, and sponsors to enjoy the view of Three Oaks and all that the facility has to offer. Denise is requesting alcohol be permitted for the volunteers and racers that are over 21 years old. IDs will be checked by 2 volunteers and each racer/volunteer is eligible for only one beer.

There will be no impact to the Board House, Quarry Cable Park and Grille, Cottage on the Beach, or the beach area because the race will be completed by 10:00 am. In fact, the event may draw participants to utilize the Beach, The Cottage, and Quarry Cable Park and Grille after the completion of their race. Past races yielded increased exposure for the entire Park area with race attendees coming from Michigan, Indiana, Wisconsin, downtown Chicago, and southern Illinois.

On Sunday, visitors to the park would be inconvenienced in the following ways:

- The swim beach would be used between 7:00 am and 8:30 am. The swim portion takes approximately 1-2 hours to complete. Event staff/volunteers will begin cleaning the beach as soon as the last swimmer is done to get the beach open by 10:00 am. The swim course would be set up inside the islands reserving the majority of

the lake for fishermen. See the attached race course maps. It is requested that ropes from the swim area are removed except to identify a swimming lane for racers entering and exiting the water.

- Gate attendees will be on hand to alert guests of the race status.

Swimming Portion of the Race – Three Oaks Lake Usage

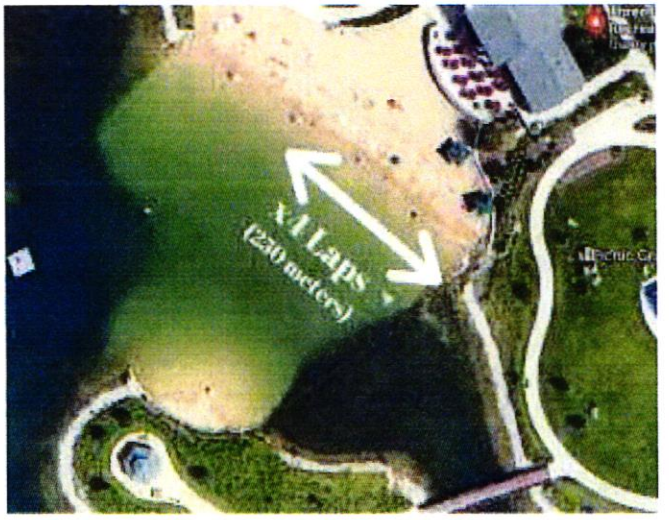
The use of the lake at the Three Oaks Recreation Area would require two restrictions on the public's access.

First, the public would not be able to access the entire lake during the swim portion of the race. The northern portion of the south lake would be restricted from public access by buoy markers. In addition, public access to the lake may be delayed while swimmers are in the water. Guests renting boats will be notified of the race on the lake and instructed to stay clear of the race area on the water. The Fire Rescue Department and Three Oaks staff would have emergency/service boats on the water to ensure the public's safety.

Second, the public access to the sand beach would be limited during the swim portion of the race. Since public swimming does not begin until 10:00 am, it is anticipated that public access to the swim water would not be substantially impacted.

It is requested that ropes from the swim area are removed except to identify a swimming lane for racers entering and exiting the water. A special swim area will be marked for the Kids Race, similar to all races since 2019.

Kids Race:



Other Swim Races:



Running Portion of the Race – Three Oaks Trail Usage

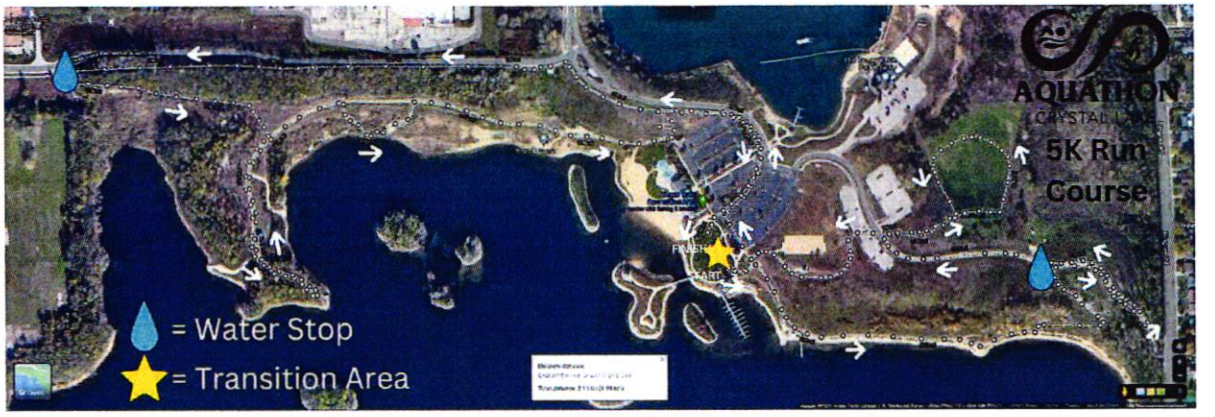
The race portion of the Aquathon will occur on existing trails. It is not anticipated that these areas will need to be closed to the general public during the race but signage will alert the general public of the trail usage. We were able to modify the route in the past due to flooding and are willing to continue to modify to accommodate any other terrain changes. The run portion will finish by Pavilion A and the after party will take place under and around Pavilion A. A rental application for the pavilion will be completed. Food will be provided by local Crystal Lake businesses and will be available for volunteers, racers, and sponsors. Other plans include Potts and Pans Steel Drums to provide music. We would like permission to serve beer to those that are 21 years old. We understand that special insurance called Host Liquor Liability Insurance is required and we will make sure that is completed by our charity organization, Girls on the Run, should we receive permission to serve beer. A mark on the hand would be utilized to indicate those under 21 after their IDs are checked on site.

The race course map shows the current running course. Routes can be modified as directed by Three Oaks Staff due to any additional flooding zones or re-opening of previously flooded areas.

Kids Race:



Run Route:



Required Costs: (to be paid by petitioner)

1. Fire Rescue would require an ambulance with two personnel to standby for the race, as well as a boat with three personnel. The anticipated cost for Fire Rescue services with the aquathon is $1,240.00. The following is a breakdown of Fire Rescue Department costs:

   Ambulance with two personnel: $124.00/hour
   Boat 399 with three personnel: $186.00/hour
   Shift Commander Salary
   Total for 1 hour: $310.00
   Four hour minimum: x 4
   Minimum Total: $1,240.00

2. Three Oaks Recreation Area Costs:

Non-Refundable	*Fee*
Application Fee	$75
Three Oaks Service Boat Fee	$36 ($12 per hour x 3 hours)
Three Oaks General Staff Fee	$450 ($15 per hour x 6 staff (5 hours))
Three Oaks Lifeguard Fee	$360 ($10 per hour x 12 guards (3 hours))
Total Non-Refundable Fee	**$955**
Refundable	*Fee*
Refundable Event Damage	$500
Total Refundable Fee	**$500**

Recommended Conditions:

City staff has reviewed the petitioner's request in the past and offered the following conditions:

1. Three Oaks Recreation Area Conditions:
    a. Comply with all City Code regulations, Special Event requirements, and Pavilion rental requirements, including all insurance requirements. Insurance certificates need to be provided annually.
    b. The use of tents or canopies is subject to review by the Fire Prevention Bureau. The petitioner shall provide a detailed site plan for tents or canopies prior to the event.
    c. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
    d. Receive approval from 3rd party property owners for any off-site parking. Following the filling of the new parking lots, participants will be directed to park off-site.

e. Submit for City approval, severe weather plans and an evacuation plan.

f. Sound system shall not disturb other users of the park.

g. All temporary electrical items shall comply with the 2005 Electric Code and shall be subject to City inspection.

2. The City will have flexibility in designing the race course based on any concerns from City Departments.

3. Smith Physical Therapy+ must provide the City with a site plan for set-up at the Three Oaks Recreation Area and parking plan for the event for review by City Departments.

4. All debris created by the event shall be cleaned up during and after the event.

5. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement. Also, all participants should sign a waiver releasing the City from any liability related to their participation in the triathlon that will be collection upon race registration.

6. If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department for further review.

7. In the case of inclement weather, an alternate date can be approved by the City Manager.

8. The petitioner is responsible for the required costs, which are the costs for Fire Rescue and use of Three Oaks Recreation Area.

9. Smith Physical Therapy+ must provide the proof of insurance and liability waivers by July 15, 2024 or the event may be canceled.

The petitioner is aware of the recommended conditions and will be present at the meeting.

Agenda Item No: 9f

City Council
Agenda Supplement

Meeting Date:	January 16, 2024
Item:	Special Event Request - Half Marathon – closing Lake Street (at Main Beach) and Grant Street – September 1, 2024
City Council Discretion:	City Council's discretion: A. Motion to approve the Special Event request, including the street closure, for the Half Marathon to be held on September 1, 2024 pursuant to the recommended staff conditions; or B. Motion to deny the applicant's request.
Staff Contact:	Kathryn Cowlin, Director of Community Development Laurrie Fitzgerald, Support Services Coordinator

---

Background:
This is a request to hold a Half Marathon in Crystal Lake and the surrounding communities. The event is planned for Sunday, September 1, 2024. The race will begin at 7:30 a.m. at Main Beach and finish at approximately noon on Grant Street. The race will consist of a 13.1-mile run through various roads in Crystal Lake, Lakewood, Lippold Park, and the MCCD bike path.

The organizers are requesting the following:

- The closure of Lake Street in front of Main Beach for the start of the race, and Grant Street between Crystal Lake Avenue and Brink Street for the conclusion of the race.

- Assistance from the Crystal Lake Police Department along the racecourse that is within the City's jurisdiction. The organizer is requesting that the City of Crystal Lake provide police services. The recommended number of Police officers and volunteers for the event have been determined. Volunteers will be stationed along the race course to assist with safety and race direction only.

- Assistance from the Crystal Lake Fire Rescue Department during the race to have an ambulance on standby to assist with any medical emergencies.

The organizers met with Police Department representatives in past years, and as the course is the same, the Police chargeback fee will be approximately $8,880.60. The organizers will provide 50+ volunteers to oversee the route in various locations.

The Fire Rescue Department chargeback fee will be approximately $534.16. This represents a $133.54 per hour fee for a two person crew for a minimum of four (4) hours.

The application and event are similar to last year's request.

Race organizers are NOT requesting a waiver of the Police and Fire Rescue Department assistance fees. Actual costs will be billed to the organizers after the event.

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

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

1) Approval for the Half Marathon is contingent upon approval from other participating jurisdictions. The Village of Lakewood, Crystal Lake Park District, and McHenry County Conservation District are responsible for coordinating public safety services within and adjacent to their corporate boundaries/properties. The event organizers must submit to the City a letter from the agencies stating their approval for the event.
2) The event organizers must provide the City with a site plan for set-up at Main Beach and parking plan for the event for review by City Departments.
3) Items must be not located so as to block sidewalks.
4) Streets are not to be marked with paint or any permanent materials.
5) The Police Department can designate "No Parking" zones for the event prior to the race date. The petitioner must receive approval from the Village of Lakewood for temporary no parking signs on their roadways.
6) The volunteers for both races must carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
7) The event organizers must coordinate with the Crystal Lake Police, Fire Rescue, and Public Works Departments regarding assistance during the event. Please contact the Police Department by August 1, 2024, to determine/arrange for police officers for traffic control, lead vehicle, etc.
8) "Race In Progress" signs must be posted a minimum of three days prior to the event.
9) City-owned barricades must be used to block off the street closure sections. Barricades must be placed to allow access to existing crosswalks. A Barricade Borrowing Application and Hold Harmless agrees are on file with the City.
10) Add cones or other physical separation for the temporary "runners' lane" where directed by the Police Department.
11) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway, if necessary.

12) Local traffic access to all roadways must be maintained throughout the event. Volunteers should be available to remove barricades to allow property owners on the roadway, if necessary.
13) Runners should be reminded that they are obligated to follow all laws related to pedestrians in the roadway.
14) All debris created by the event must be cleaned up during and after the event.
15) Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured. This must be provided by August 1, 2024.
16) If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department (815-356-3640) for further review and approval.
17) Promotional banners and signage were not included with this request. Any temporary signage/banner requires a Limited Duration sign permit through Community Development Department.
18) In the case of inclement weather, an alternate date can be approved by the City Manager.
19) The organizers of the event must provide 50+ volunteers to oversee several posts throughout the course. A meeting must be conducted with the Police Department one (1) month prior to the event to review the final list of volunteers and their locations.

This event will require 19 Police officers to be located at various intersections throughout the route. The staff members would not negate the need for the race organizers to staff volunteers of their own for many locations. The Police Department estimates the chargeback fee for the police detail to be approximately $8,880.60.

The applicant has been made aware of these recommended conditions and advised to attend the January 16, 2024 City Council meeting to answer any questions.

Votes Required to Pass:
Simple majority vote

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Crystal Lake Half Marathon - 2024

EVENT LOCATION Throughout the City of Crystal Lake (See Map)

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
A community wide 13.1 mile and 7.7 mile run/walk with the starts at Main Beach. Traverse through the gates of Lakewood, the paths of Lippold Park, past the Dole Mansion, Crystal Lake Country Club, towards CLHS-South, Cross McHenry Ave., Virginia Ave and run on the MCCD bike path past CLC HS and finish on Grant Street (Home State Bank)

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 75

9. Estimated attendance: 300

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

ORGANIZATION INFORMATION

11. ❑ Organization is registered with the State of Illinois as a Non-Profit Organization
12. Name of Event Manager: Trudy Wakeman - Race Production by Trudy
13. Contact Information for Event Manager:

Address: 741 Parc Court
Lake in the Hills, IL 60156

(Please check preferred means of contact)

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

EVENT OPERATION

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

Set Up: Saturday, August 31, 2024
Event: Sunday, Sept. 1, 2024
Dismantling: Sunday, Sept. 1, 2024

15. Hours of the event:

Set Up: 5:00 a.m.
Event: 7:30 a.m.
Dismantling: 12:30 p.m.

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☑ Yes ☐ No

    Temporary neighborhood event signs ☑ Yes ☐ No

    Directional signs ☑ Yes ☐ No

    Banner ☑ Yes ☐ No

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

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

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

    Description of Products_____

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

    Name of Company LRS Recycles - Contract has yet to be established
    Address_____
    Phone_____

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

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

    _____

    _____

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
Ambulance are a phone call away. Contact will be made prior to the event to CLFire Dept. to make sure they are aware of the event.

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify Water stops will be provided using coolers and cups.

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

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

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

Signature _____ Date _____

Trudy Wakeman
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No

28. Please state what provisions have been made for first aid and emergency medical services, if any:
Ambulance are a phone call away. Contact will be made prior to the event to CLFire Dept. to make sure they are aware of the event.

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify Water stops will be provided using coolers and cups.

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

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

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

T Wakeman
Signature

Dec 12, 2023
Date

Trudy Wakeman
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No



Turn by Turn

Start on Lake Ave – West of Country Club – where concrete and grass meet

RIGHT – Essex Lane

LEFT – Sunset Drive

RIGHT - Lake Ave

RIGHT Edgewater Drive

LEFT Gardina Vista

RIGHT – Heather

RIGHT – Thornwood Lane

LEFT – Into Lippold Park

LEFT – Onto first path in Lippold – Stay left the whole time

LEFT – Onto main path

RIGHT – East End Street

LEFT – North Shore Drive

RIGHT – Oak Street

STRAIGHT – between paths cut-through onto Woodland Drive

RIGHT – Lakeshore Drive

LEFT – Leonard Parkway

RIGHT – Dole Avenue

LEFT – Country Club Drive

Straight onto bike path by Golf Road

RIGHT - off the bike path onto Country Club Road.

LEFT - Country Club Road

RIGHT – Wedgewood Drive

RIGHT – Blue Mound Drive

LEFT – Barlina Rd

RIGHT – Golf Course Road

LEFT- Concord

RIGHT – Windsor Drive

LEFT – Dartmoor Drive

LEFT – Abbington Drive

RIGHT – Surrey Lane

LEFT – Canterbury Dr.

RIGHT – Berkshire Drive

LEFT – Eastgate to Bike Path

RIGHT – into parking lot

LEFT – onto bike path

RIGHT – Ester Street

RIGHT – Walkup

LEFT- Franklin

LEFT – Wallace Ave

RIGHT – South Street

RIGHT – College Street

RIGHT – Franklin

LEFT – Behind Hussmann School

RIGHT – Paddock St.

LEFT – Walkup

FINISH – Grant Street

Agenda Item No: 9g

City Council
Agenda Supplement

Meeting Date:	January 16, 2024
Item:	Special Event Request - 2024 Bob Blazier Run for the Arts, Street Closure and Police Assistance Fee Waiver – Sunday, May 5, 2024
City Council discretion:	Motion to approve the Special Event request for the 2024 Bob Blazier Run for the Arts, including Street Closure, pursuant to the recommended conditions listed below and a waiver of the Police Officer assistance fees ($3,365.28).
Staff Contact:	Kathryn Cowlin, Director of Community Development Laurrie Fitzgerald, Support Services Coordinator

---

Background:

The Raue Center is in the process of planning the 2024 Bob Blazier Run for the Arts, which will be the event's 27th year. The run will take place in Downtown Crystal Lake on Sunday, May 5, 2024. The event includes a 5K run and 1-mile run/walk. The proceeds of this fundraiser benefit the Raue Center.

As part of the event, the Raue Center is requesting the closure of Williams Street between Woodstock Street and Crystal Lake Avenue between 6:00 a.m. and 11:00 a.m. They have also requested that parking be temporarily prohibited on the south side of Woodstock Street between Grant and Williams Streets between 6:00 a.m. and 9:30 a.m.

Last year, the City Council granted the waiver of the Police Officer assistance fee. Again this year the applicants are requesting the waiver of this fee again this year. This year's Police Officer assistance fee is estimated to be $3,365.28.

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

1. All directly affected businesses and residents on North Williams Street must be notified in advance of the road closure.
2. Signs indicating the road closure to be posted a minimum of 24 hours prior to the event and in the locations designated by the Police Department. The petitioner must meet with

the City's Police, Community Development, and Public Works Departments to discuss signage needed.

3. Organizers are to contact the Police Department for official "No Parking" signs. The "No Parking" signs are not to be posted on telephone poles and are to be removed immediately after the race.
4. Barricades borrowed from the City of Crystal Lake must be returned to City Hall on the first working day after the event.
5. Barricades must be placed so that a firefighter is able to move them if an emergency vehicle(s) need access or position the barricades so that emergency vehicles can go through the barricaded street.
6. The barricades on Brink Street should be placed near the alley entrances, instead of the Williams Street intersection, to avoid cars getting trapped at the closure points with no room to turn around. Also, place barricades or cones on the south end of Williams Street to help delineate the limits of the temporary vehicle restriction for pedestrians/event visitors.
7. Parking is restricted along the east side of Grant Street and south side of Woodstock Street in addition to the closed portion of Williams Street.
8. Add cones or other physical separation for the temporary "runners' lane" in the southern bay of parking on Woodstock Street between Grant and Williams.
9. Work with the Police Department as to positioning of volunteers, as well as the number of officers required for this event.
10. Ensure that the lead and follow vehicles do not block traffic. The lead vehicle and trail car are required to be police squads to ensure the safety of the participants.
11. Runners should be reminded that they are obligated to follow all laws related to pedestrians in the roadway.
12. No smoking, cooking, nor open flames are permitted under the canopies/tents.
13. An access lane of no less than 20 feet must be maintained for emergency vehicles access to Williams and area streets. Items must not be located so as to block sidewalks.
14. This event will require one supervisor and twelve Crystal Lake Police Department staff members and a minimum of five volunteers to direct traffic and race participants throughout City streets. If no volunteers are willing and/or able to participate, the additional locations will need to be covered by Police Officers. Volunteers must wear traffic safety vests, and have the ability to communicate via radio or cellular telephone with organizers and police in the event of an emergency. Please contact the Police Department by April 1, 2024, to determine/arrange for police officers for traffic control, lead vehicle, etc.
15. All trash must be picked up along the race route, as well as in the downtown area.
16. Streets are not to be marked with paint or any permanent materials.
17. The use of the downtown lighting system to provide electrical power for the sound system is prohibited.
18. All temporary signage associated with this event is approved via this permit. The details of the signage must be submitted to the Building Division to ensure the sign, number, location, and duration meet the requirements.
19. In the case of inclement weather, an alternate date can be approved by the City Manager.

Fee Waiver
The Police Department estimates that the approximate cost for Police Officer assistance for this event is $3,365.28. The applicant is requesting a waiver from paying this cost, which has been waived in previous years.

The applicant has been made aware of these recommended conditions and advised to attend the January 16, 2024 City Council meeting to answer any questions.

Votes Required to Pass:
Simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Bob Blazier Run For The Arts

EVENT LOCATION 26 N. Williams st./Start and finish in front of Raue / Run through surrounding neighborhoods

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

RECEIVED
NOV 22 2023
By 2:30 pm

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

2. General Description/Purpose of the event:
The Bob Blazier Run For The Arts is a 5K Run/Walk and accompanying 1 Mile Walk that moves through the residential areas of Crystal Lake. Now in its 27th year, this fundraiser helps support Raue Center, a 501(c)3 non-profit arts organization.

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 6 staff, 45-50 volunteers

9. Estimated attendance: 350

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: James Knight

13. Contact Information for Event Manager:

Address: 80 Union St.
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: (815) 356-9010 x114 ☒

Emergency phone: _____ ☐

Cell phone: [redacted] ☐

Email: jknight@muecenter.org ☒

EVENT OPERATION

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

Set Up: 5/3/24 afternoon

Event: 5/5/24 @ 8AM

Dismantling: 5/5/24 @ 10:30 AM

15. Hours of the event:

Set Up: 5/3/24 1-2pm, 5/5/24 6am - 7:30am

Event: 5/5/24 8am - 9:15am

Dismantling: 5/5/24 9:30am - 10:30am

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☒ Yes ☐ No

    Temporary neighborhood event signs ☒ Yes ☐ No

    Directional signs ☒ Yes ☐ No

    Banner ☒ Yes ☐ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

    If yes, please specify the power requirements and plan for provision
    Use of Rave Centers electricity for stage needs
    _____

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
First aid kits in building
Police on site
Ambulance within 5 minute drive

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Signature _____ Date 11/22/23

James Knight
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

Raue Center For The Arts

ARTS FOR ALL!

Raue Center For The Arts is a 501(c)(3) nonprofit organization dedicated to enriching the lives of all through the arts.



November 22, 2023

City of Crystal Lake
Community Development Department
100 W. Woodstock St.
Crystal Lake, IL 60014

To Whom It May Concern:

Please find the attached special events application for the Bob Blazier Run For the Arts on Sunday May 5th, 2024. The annual 5K Run/Walk will be conducted in the same manner as previous years with no change to the route or timetable of the event. Also included in this packet are the barricade and cone borrowing application, course maps, certificate of insurance, and hold harmless forms.

As done in previous years, Raue Center would also like to formally ask for a waiver of the Police Change Back fees.

Please let me know if there are any issues with the application, any extra steps I need to take, or anything else I can do to make the application process smoother.

Thank you,

James Knight
Economic Development Manager
Raue Center For The Arts

Board of Directors
Tim Paul, *president*
John Jacobsen, *vice president*
Chuck Stevens, *treasurer*
Luanne Flavin, *secretary*
John Green
Mike Johnson
Richard Kuranda
Stacey McInerney
Jack Minsley
Rich Naponelli
Michelle Nowland
Sandra Pierce
Regan Shepley
Steven Szalaj
Jerry Trachsler

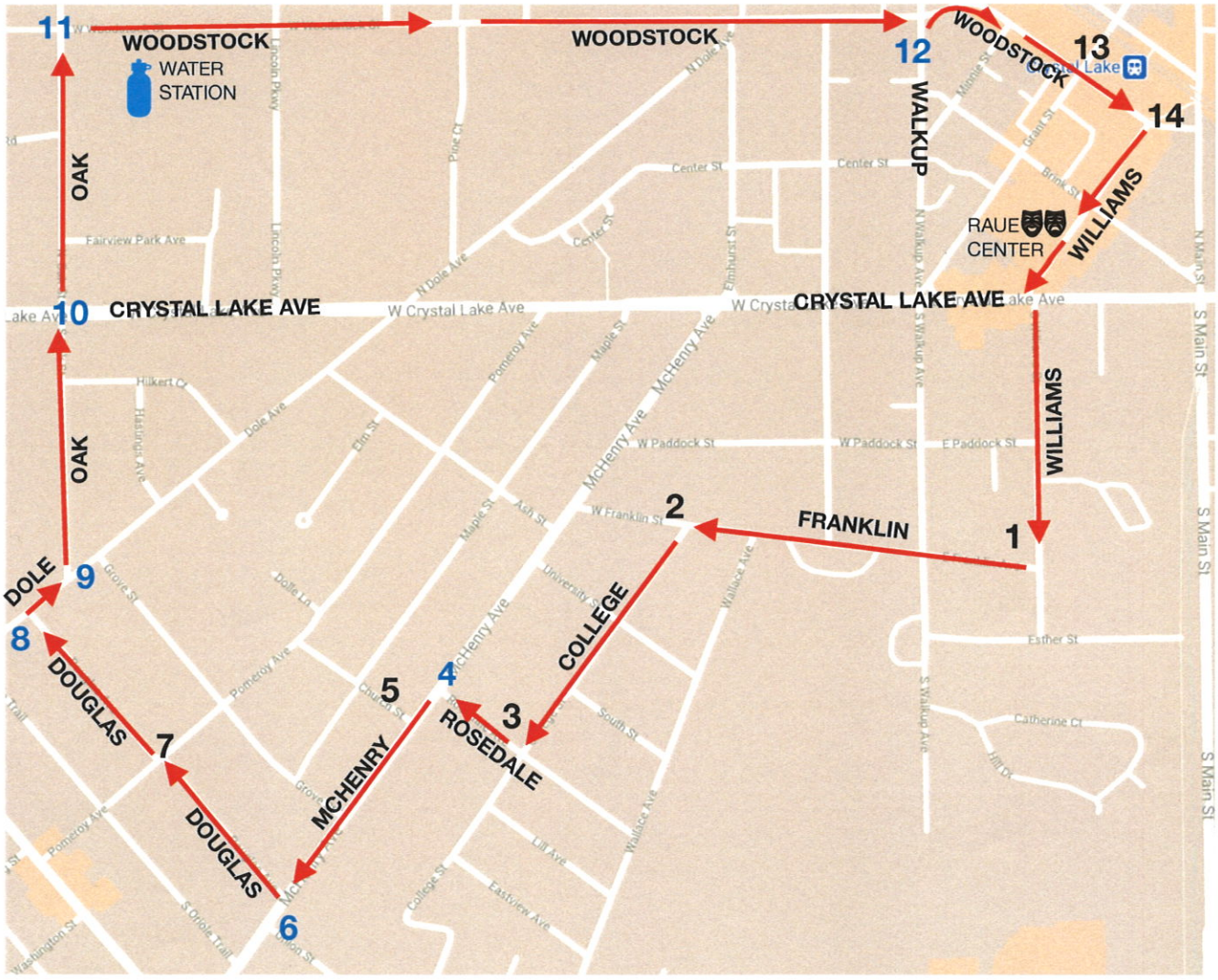
Administration Offices
104 Minnie Street
Crystal Lake, IL 60014
815.356.9010

Raue Center
School For The Arts
@ St. Mary's Episcopal
210 McHenry Avenue
Crystal Lake, IL 60014
815.356.9010

BBR 5K Volunteer Map 2021

[redacted]

Raue Contact: James Knight: [redacted]



Volunteer/Police Positions

- 1 - Williams/Franklin - Volunteer
- 2 - Franklin/College - Volunteer
- 3 - College/Rosedale - Volunteer
- 4 - Rosedale/McHenry - Police
- 5 - 1 mile split time - Volunteer
- 6 - McHenry/Douglas - Police
- 7 - Douglas/Pomeroy - Volunteer
- 8 - Douglas/Dole - Police
- 9 - Dole/Oak - Police
- 10 - Oak/Crystal Lake Ave - Police
- 11 -Oak/Woodstock - Police
- Water Station - Volunteer
- 12- Woodstock/Walkup - Police
- 13 - Woodstock/Grant - Volunteer
- 14 - Woodstock/Williams* - Volunteer

*Volunteer on Woodstock/Williams also to monitor parking lot on Woodstock

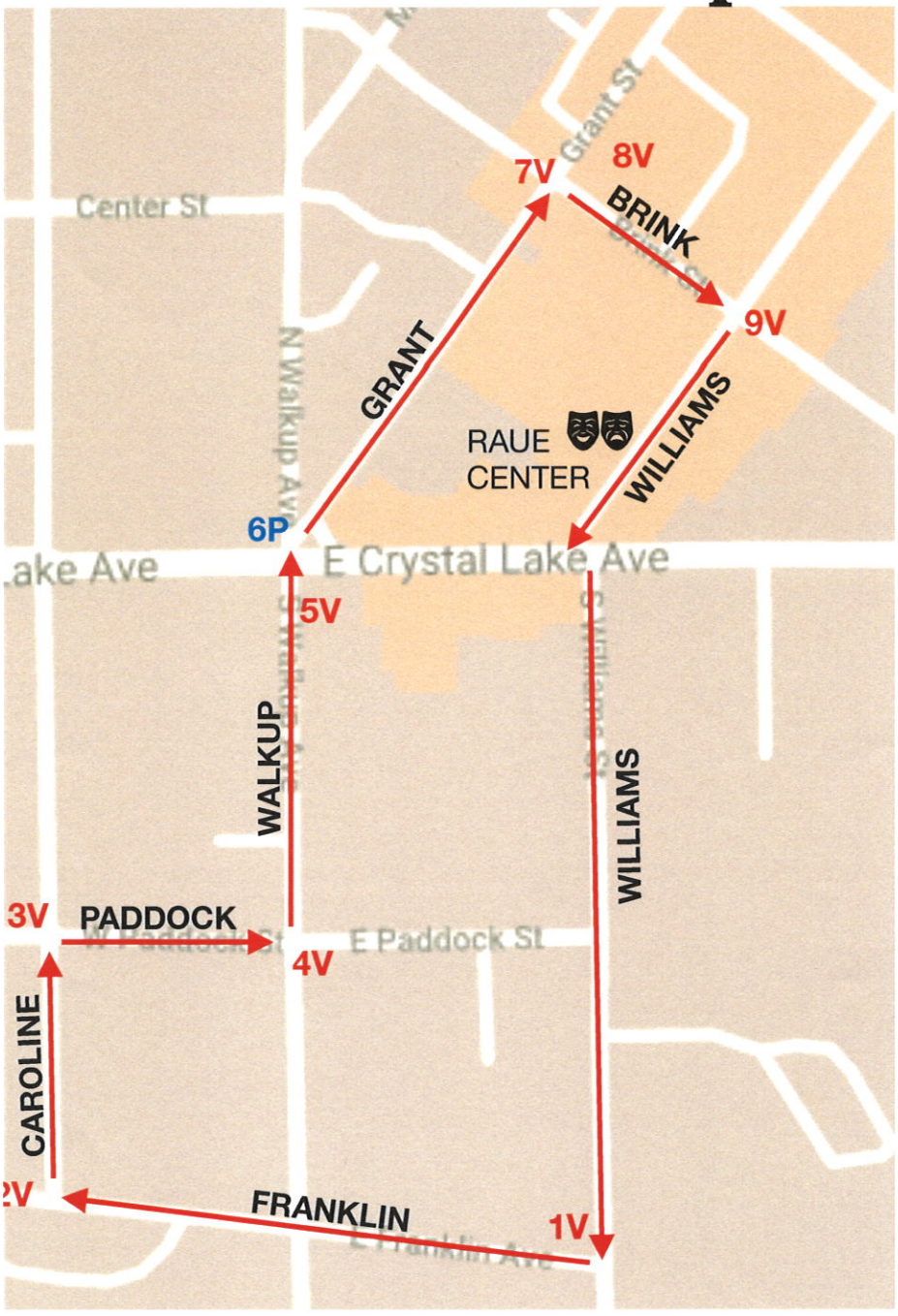
Instructions:

- 5K begins at 8:00 AM. *Its very important to arrive prior to this.*
- There will be a lead police car and and end police car.
- Stop oncoming traffic as runners come by: ask drivers to please wait.
- Allow cars to drive by if runners are in one lane.
- Cheer on runners and walkers.
- Please stay in your location until end police car drives by, return to Raue.

BBR 1 Mile
Volunteer Course Map 2021

[redacted]

Raue Contact: James Knight: [redacted]



Volunteer/Police Positions

- 1 - Williams/Franklin - Volunteer
- 2 - Franklin/Caroline - Volunteer
- 3 - Caroline/Paddock - Volunteer
- 4 - Paddock/Walkup - Volunteer
- 5 - Walkup/Crystal Lake Ave - Volunteer
- 6 - Walkup/Crystal Lake Ave - Police
- 7 - Grant/Brink - Volunteer
- 8 - Grant/Brink - Volunteer (Opposite Corner)
- 9 - Brink/Williams - Volunteer

Lead Bike: John Jacobsen

Instructions:

- *It is very important to be set up and ready before 8:10*
- There will be a lead bike.
- Stop oncoming traffic as walkers/ runners come by; ask drivers to pleas wait.
- Allow cars to drive by if runners are in one lane.
- Cheer on runners and walkers.
- Please stay in your location until the end police car drives by, return to Raue.

Agenda Item No: 9h

City Council
Agenda Supplement

Meeting Date:	January 16, 2024
Item:	Special Event Request - 2024 Woods Creek Feet Meet, Street Closure and Police Assistance Fee Waiver – Sunday, April 28, 2024
Staff Recommendation:	Motion to approve the Special Event Request for the 2024 Woods Creek Feet Meet, pursuant to the recommended conditions and to waive Police Officer assistance fees ($2,523.96) for this event.
Staff Contact:	Kathryn Cowlin, Director of Community Development Laurrie Fitzgerald, Support Services Coordinator

---

Background:
The Woods Creek Feet Meet Committee has submitted a special event permit application for the 2024 Woods Creek Feet Meet. The 2024 Feet Meet will be Sunday, April 28, 2024 beginning at 8:00 a.m. Additionally, they are requesting a Crystal Lake Police Detail to help with the street closure.

As part of their application, they are requesting the closure of Alexandra Boulevard from an area west of Dogwood Drive to an area east of Driftwood Lane. The 1-Mile Walk/Run begins at 8:00 a.m. and the 5K Walk/Run begins at 8:30 a.m. The City Council has approved similar requests in previous years.

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

1) The volunteers for both races carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
2) The Woods Creek Feet Meet Committee must coordinate with the Crystal Lake Police Department regarding assistance during the event.
3) "Race In Progress" signs must be posted a minimum of two days prior to the event.
4) City-owned barricades must be used to block off the street closure sections. Barricades shall be placed to allow access to existing crosswalks. A barricade borrowing application has been submitted.

5) The petitioner must send a notice to all affected property owners along Alexandra Boulevard.
6) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway, if necessary.
7) Local traffic access to Alexandra Boulevard must be maintained throughout the event. Volunteers should be available to remove barricades to allow property owners on the roadway, if necessary.
8) All debris created by the event needs to be cleaned up during and after the event.
9) Streets are not to be marked with paint or any permanent materials.
10) Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.
11) If tents or canopies will be used, the petitioner needs to contact the Fire Rescue Department for further review.
12) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
13) In the case of inclement weather, an alternate date can be approved by the City Manager.

In past years, the City Council has approved the closure of this portion of Alexandra Boulevard for the start of the event. The City Council has also waived the chargeback fees for the Police Officers assisting with the race. The Police Department estimates that the chargeback fees would not be more than $2,523.96.

The applicant has been made aware of these recommended conditions and advised to attend the January 16, 2024, City Council meeting to answer any questions.

Votes Required to Pass:
A simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Woods Creek Feet Meet

EVENT LOCATION Neighborhood surrounding Woods Creek

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
Family based fitness activity

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 30

9. Estimated attendance: 400-500

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Cassie Cleary

13. Contact Information for Event Manager:

Address: 1306 Amberwood Dr
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: _____ ☐

Emergency phone: _____ ☐

Cell phone: [redacted] ☒

Email: woodscreekfeetneet@gmail.com ☒

EVENT OPERATION

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

Set Up: 4-28-24 7am

Event: 8-10am " "

Dismantling: 10:30am " "

15. Hours of the event:

Set Up: 7am

Event: 8-10am

Dismantling: 10:30am

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

Temporary community event signs ☐ Yes ☒ No

Temporary neighborhood event signs ☒ Yes ☐ No

Directional signs ☒ Yes ☐ No

Banner ☐ Yes ☒ No

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

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

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

Description of Products _____

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

Name of Company _____
Address _____
Phone _____

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

If yes, please specify the power requirements and plan for provision
schools electricity - used w/in school parking lot

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:

the nurses office will be available as well as volunteers to dial for emergency services

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify water coolers for water stations

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

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

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

Signature

1-3-24
Date

Cassie Cleary
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

January 3, 2024

To Whom This May Concern,

The Parent Teacher Organization is requesting to host our 24th annual Feet Meet: a 5k, 1 mile, and 50 yard dash race on April 28th. We have attached the necessary paperwork to this email. We would also like to please request a waiver of both the application fee as well as the Police chargeback fees.

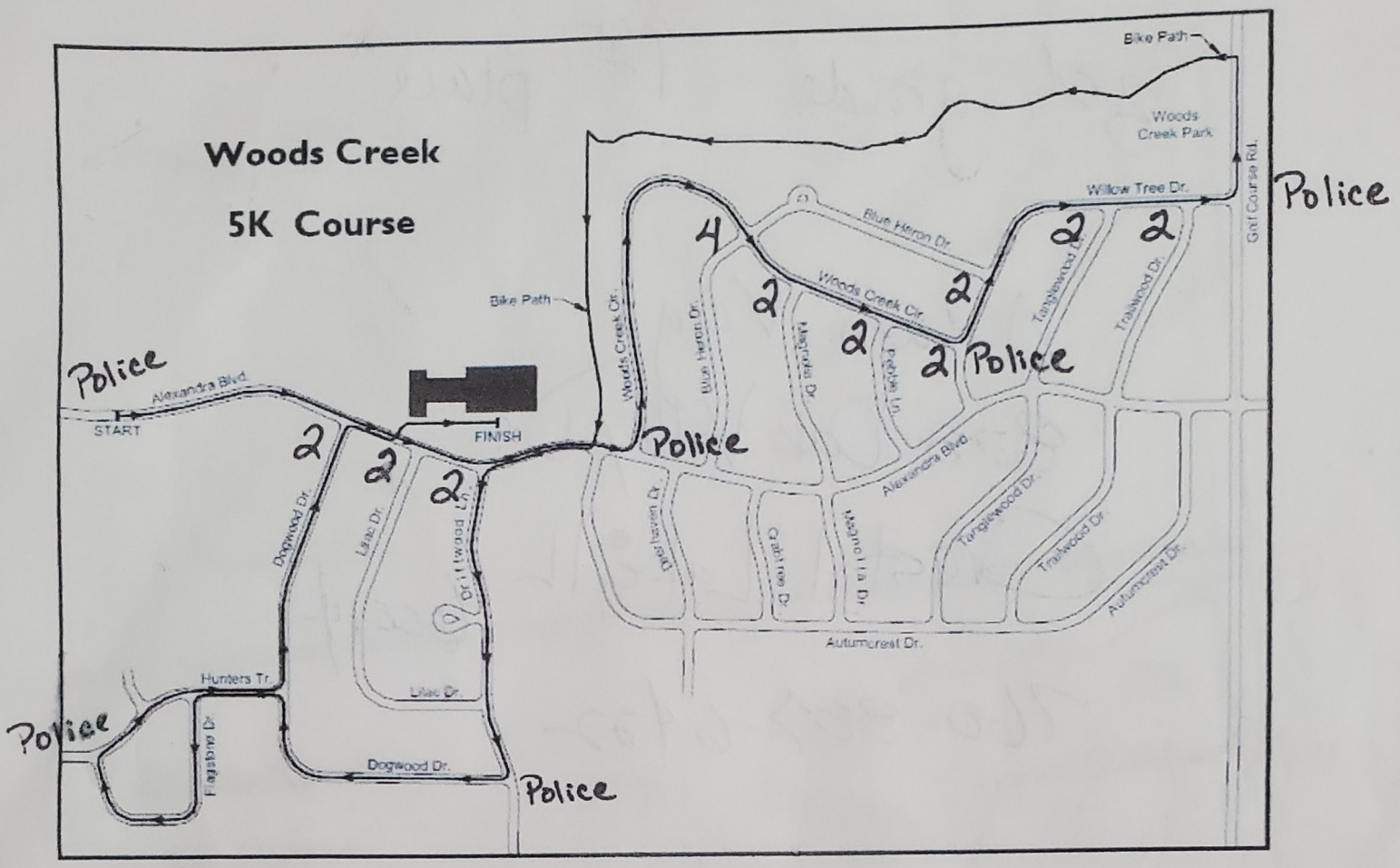
Thank you for your time and consideration,

Cassie Cleary

woodscreekfeetmeet@gmail.com

[redacted]

BARRICADE PLACEMENT



Intersections:

Dogwood / Alexandra 2

Lilac/ Alexandra 2

Driftwood/ Alexandra 2

Blue Heron/Woods Creek Circle 4

Magnolia Dr/Woods Creek Circle 2

Pebble/Woods Creek Circle 2

Willow Tree /Woods Creek Circle 2

Blue Heron/Willow Tree 2

Tanglewood/Willow Tree 2

Trailwood/Willow Tree 2

Agenda Item No: 9i

City Council
Agenda Supplement

Meeting Date:	January 16, 2024
Item:	Special Event Request - Annual McHenry County Santa Run for Kids Special Event Request, Street Closure and Police Assistance Fee Waiver December 1, 2024
Staff Recommendation:	Motion to approve application for a Special Event for the McHenry County Santa Run on December 1, 2024, including Street Closure, pursuant to the recommended staff conditions, and waiver of the Police Department chargeback fees ($2,430.48)
Staff Contact:	Kathryn Cowlin, Director of Community Development Laurrie Fitzgerald, Support Services Coordinator

---

Background:

The Crystal Lake Kiwanis Club has requested a Special Event Permit for the annual McHenry County Santa Run for Kids. The run will take place in Downtown Crystal Lake on Sunday, December 1, 2024.

The event includes a 5K run and 1-mile run/walk. The proceeds of this fundraiser benefit several local charities, including the Kiwanis Club of Crystal Lake, Turning Point, and Big Brothers Big Sisters. As part of the event, the organizers are requesting the closure of Williams Street between Woodstock Street and Crystal Lake Avenue between 5:00 a.m. and 11:00 a.m.

The application, event, and request for waiver of Police services are similar to last year's request.

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

1) Parking should be restricted along the east side of Grant Street and south side of Woodstock Street in addition to the closed portion of Williams Street.
2) Signs indicating the road closure to be posted a minimum of 24 hours prior to the event and in the locations designated by the Police Department. Traffic control and signage

may be required throughout the 5K and 1-mile race course. The petitioner must meet with the City's Police, Community Development, and Public Works Departments to discuss signage needed.

3) Organizers are to contact the Street Department for official "No Parking" signs. The "No Parking" signs are not to be posted on telephone poles and are to be removed immediately after the race.
4) The barricades on Brink Street must be placed near the alley entrances, instead of the Williams Street intersection, to avoid cars getting trapped at the closure points with no room to turn around. Also, place barricades or cones on the south end of Williams Street to help delineate the limits of the temporary vehicle restriction for pedestrians/event visitors.
5) Add cones or other physical separation for the temporary "runners lane" in the southern bay of parking on Woodstock Street between Grant and Williams.
6) All directly affected businesses and residents on North Williams Street must be notified in advance of the road closure.
7) Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured. This must be provided by November 1, 2024.
8) Barricades shall be placed so that emergency response personnel are capable of moving them if emergency response vehicles need access. A Barricade Borrowing application, and Hold Harmless agreement are on file with the City.
9) Streets along the race route will not be closed. There are several churches in the neighborhoods the 5K race passes through.
10) Work with the Police Department as to positioning of volunteers, as well as the number of officers required for this event.
11) Runners should be reminded that they are obligated to follow all laws related to pedestrians in the roadway.
12) Streets are not to be marked with paint or any permanent materials. No items can be located on sidewalks that would block pedestrian access.
13) An access lane a minimum of 20 feet shall be maintained for emergency vehicle access to Williams and area streets.
14) This event will require 13 officers and a minimum of five volunteers to direct traffic and race participants throughout City streets. If no volunteers are willing and/or able to participate, the additional locations will need to be covered by officers. Volunteers must wear traffic safety vests, and have the ability to communicate via radio or cellular telephone with organizers and police in the event of an emergency. Please contact the Police Department by November 1, 2024 to determine/arrange for Police Officers for traffic control, lead vehicle, etc. Unless waived by the Council, the applicant shall be responsible for paying for the officers.
15) Ensure that the lead and follow vehicles do not block traffic. The lead vehicle and trail car are required to be police squads to ensure the safety of the participants.
16) All trash must be picked up along the race route, as well as in the downtown area.
17) The use of the downtown lighting system to provide electrical power for the sound system is prohibited.
18) A temporary sign permit must be obtained from the Building Division for any signage/banners.

19) No smoking, as well as cooking or open flames, is permitted under the canopies/tents.
20) A weather monitoring person is required during the event and an emergency plan shall be in placed in the event of severe weather.

Fee Waiver

Since this is a fundraiser for six charitable youth organizations in McHenry County, the organizers are requesting that the Police chargeback fee be waived as it has been in previous years. The estimated cost of Police personnel for the event is approximately $2,430.58.

The applicant has been made aware of these recommended conditions and advised to attend the January 16, 2024 City Council meeting to answer any questions.

Votes Required to Pass:

Simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME McHenry County Santa Run for Kids 5K and 1 Mile - 2024

EVENT LOCATION Throughout the city of Crystal Lake (See Maps)

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
Fundrasing Running event for six charitable youth organizations within McHenry County. Registrations run in a Santa Suit or shirt along the run course.

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 75

9. Estimated attendance: 600

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

ORGANIZATION INFORMATION

11. ❑ Organization is registered with the State of Illinois as a Non-Profit Organization
12. Name of Event Manager: Trudy Wakeman
13. Contact Information for Event Manager:

Address: 741 Parc Court
Lake in the Hills, IL 60156

(Please check preferred means of contact)

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

EVENT OPERATION

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

Set Up: Saturday, November 29, 2024
Event: Sunday, December 1, 2024
Dismantling: Sunday, December 1, 2024

15. Hours of the event:

Set Up: 5:00 a.m.
Event: 9:00 a.m.
Dismantling: 11:00 a.m.

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☑ Yes ☐ No

    Temporary neighborhood event signs ☐ Yes ☐ No

    Directional signs ☑ Yes ☐ No

    Banner ☑ Yes ☐ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

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

    _____

    _____

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
Course Marashals along the coures will monitor the participants in case of an emergency. Will contact 911

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify Water stop will be provided using coolers and cups

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

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

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

T Wakeman
Signature

Dec. 12, 2023
Date

Trudy Wakeman
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

City of Crystal Lake – Council
100 W. Woodstock Street
Crystal Lake, IL 60014

January 11, 2024

Dear Council:

The McHenry County Santa Run for Kids 5K and 1 mile is held each year for the past 12 years on the first Sunday of December. As the Race Director for the event, I am requesting a full waiver of police fees. We have raised over $300,000 for the following groups: Girls on the Run, Kiwanis, CASA, Turning Point, Main Stay, and Big Brothers Big Sisters. The funds raised stay within McHenry County and each year the race attracts 400+ runners/walkers to downtown Crystal Lake. With the police fees waived, we can add to the revenue that is distributed to these non-for-profits.

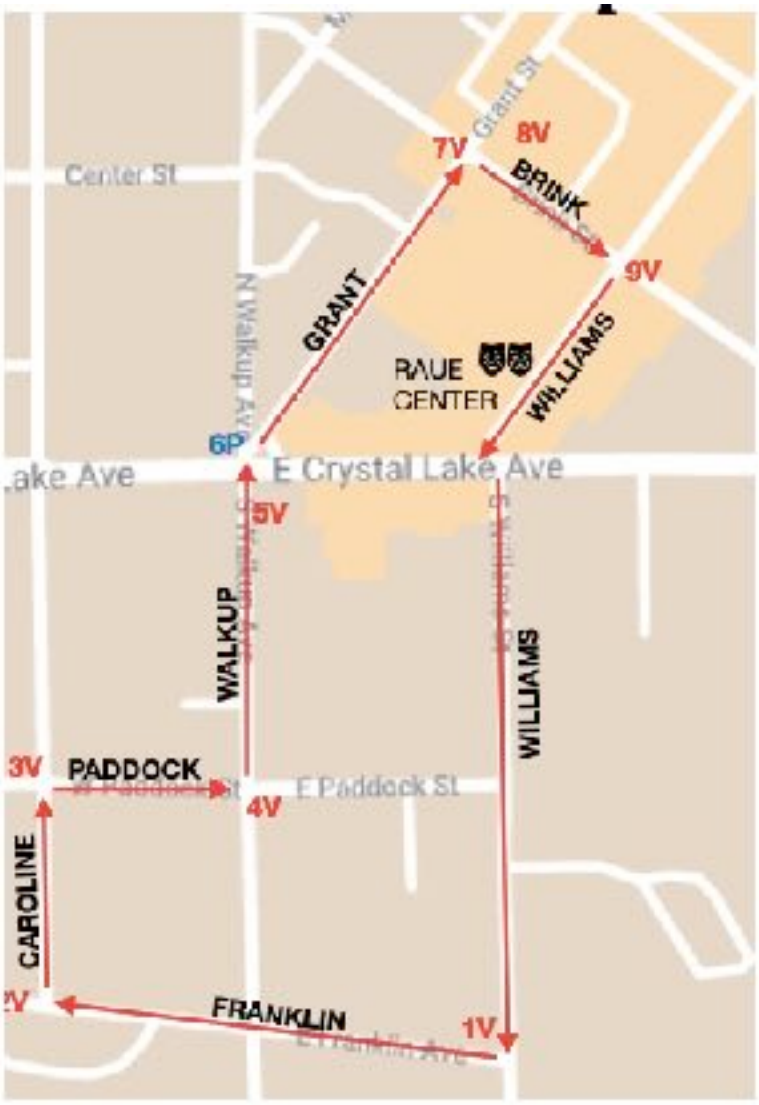
Please consider this request.

Sincerely,

Trudy L. Wakeman

Trudy Wakeman, Race Director
Race Production by Trudy - Owner

1 Mile Course Map and Volunteer/Police Locations



Volunteer/Police Positions

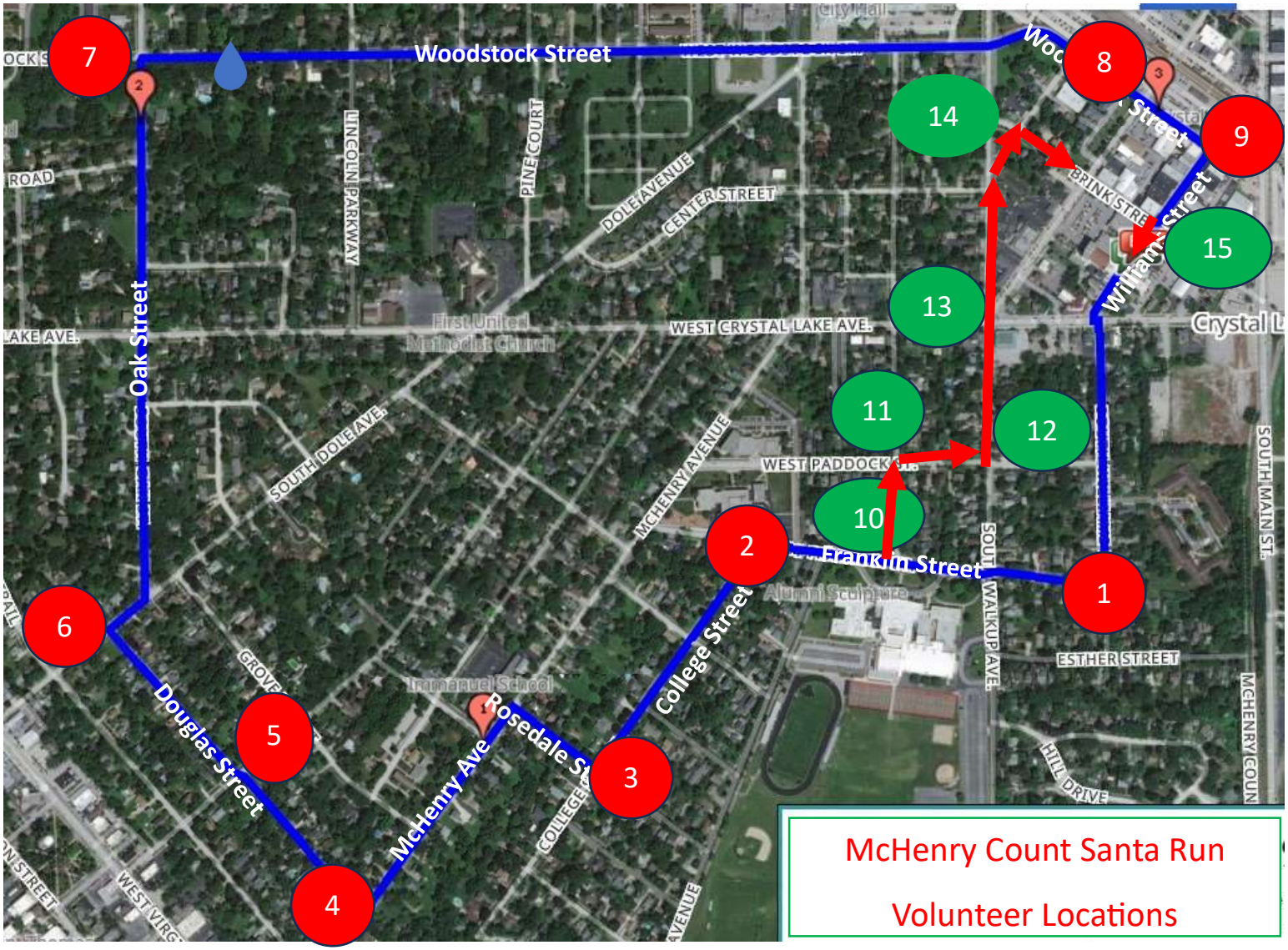
- 1 - Williams/Franklin - Volunteer
- 2 - Franklin/Caroline - Volunteer
- 3 - Caroline/Paddock - Volunteer
- 4 - Paddock/Walkup - Volunteer
- 5 - Walkup/Crystal Lake Ave - Volunteer
- 6 - Walkup/Crystal Lake Ave - Police
- 7 - Walkup/Crystal Lake Ave - Volunteer (with Police)
- 8 - Grant/Brink - Volunteer
- 9 - Grant/Brink - Volunteer (Opposite Corner)
- 10 - Brink/Williams - Volunteer

Instructions:

• *It is very important to be set up and ready before 9:10 AM*

• There will be a lead bike.
• Stop oncoming traffic as walkers/runners come by; ask drivers to please wait.
• Allow cars to drive by if runners are in one lane.
• Cheer on runners and walkers.
• Please stay in your location until the end police car drives by, return to Raue.

Contact Michelle Stien, Volunteer Coordinator at 847-756-0428


7
Woodstock Street
8
9
14
15
13
11
12
10
2
1
6
5
3
4
Oak Street
Douglas Street
McHenry Ave
Rosedale St
College Street
Franklin Street
Williams Street
WEST CRYSTAL LAKE AVE.
LINCOLN PARKWAY
PINE COURT
DOLE AVENUE
CENTER STREET
SOUTH DOLE AVE.
MCHENRY AVENUE
WEST PADDOCK
ESTHER STREET
SOUTH WALKUP AVE.
SOUTH MAIN ST.
HILL DRIVE
First United Methodist Church
Immanuel School
Alumni Sculpture
McHenry Count Santa Run
Volunteer Locations

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Bapashree LLC, d/b/a Phillips 66, 415 W. Virginia Street

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 35 license to 36 licenses, in order to allow for the issuance of a new Class 13 liquor license to Bapashree LLC, d/b/a Phillips 66, 415 W. Virginia Street

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

Background:

Bapashree, LLC ("Bapashree") is the new owner of the Phillips 66 station/convenience store, located at 415 W. Virginia Street. The license issued to the former owner was not renewed due to the sale of the business.

As such, Bapashree, LLC is requesting that the City Council approve an increase in the number of Class 13 licenses to allow for the creation of a liquor license for the Phillips 66, located at 415 W. Virginia Street.

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

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

Current Class 13 License Holders:

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

Name	Address	Zoning
Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"
Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"
Crystal Lake BP	281 W. Virginia Street	"B-2"
Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"
Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
Nick's General Store/Yoga on Lake	1309 North Avenue	"R-2"
LaRosita of Mesos Group, Inc.	230 W Virginia Street, Unit 100	"B-4"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Mobil Mart	250 N. Route 31	
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Off The Vine	129 N. Main Street	"B-4"
Omni Petroleum (Mobil CL)	451 W. Virginia Street	
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Osco Drug	6140 Northwest Highway (The Commons S.C.)	"B-2 PUD"
RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Thorntons LLC	911 Tek Drive	
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
Wal-Mart	1205 Route 31	"B-2 PUD"

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

It should be noted that during the period of time that the City was awaiting additional information from Bapashree in order to complete its application, it was cited twice for sale of alcohol without a license, in violation of Chapter 329 of the City Code. Per the City Code, this does not legally restrict the owner from requesting and/or receiving a liquor license.

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

- Payment of Prorated License Fee

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the creation the issuance of a new Class 13 liquor license to Bapashree LLC, d/b/a Phillips 66, 415 W. Virginia Street.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 13 License shall be increased from 35 to 36.

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

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

Draft

DATED at Crystal Lake, Illinois, this 16th day of January 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: January 16, 2024
APPROVED: January 16, 2024

09/15/2023
BAPASHREE LLC
MANUBHAI B SHORMIYA
415 W VIRGINIA ST
CRYSTAL LAKE IL 60014

Dear Mayor Haig Haleblian and City Council Members Ellen Brady, Brett Hopkins,Cameron Hubbard, Mandy Montford, Ian Philpot, and Denise Smith.

I am Manubhai B shormiya request a letter to mayor and city council members to approve my liquor licence Application. I have few Liquor store in Elgin, North Aurora, Chicago.I will follow all Rules and Regulation by City of Crystal Lake. I am in Business for atleat 25 years of my life. It's My Humble Request to Dear Mayor an City Council. Thank You.

Sincerely
M.B.Shormiya
President
Bapashree LLC

LL23-000017
Liquor License

Applicant Name	MANUBHAI B SHORMIYA
Applicant Email	BAPASHREELLC@YAHOO.COM
Applicant Address	
Applicant Company Name	
Applicant Company Address	415 W VIRGINIA ST CRYSTAL LAKE IL 60014
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 13
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Bapashree LLC
DBA	Phillips 66
Phone Number	[redacted]
Contact Person Name	MANUBHAI B SHORMIYA
Contact Person Email	BAPASHREELLC@YAHOO.COM
Contact Person Address	
Contact Person Company Name	
Contact Person Company Address	415 W VIRGINIA ST CRYSTAL LAKE IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	MANUBHAI B SHORMIYA
Manager Email	BAPASHREELLC@YAHOO.COM
Manager Address	
Manager Company Name	
Manager Company Address	415 W VIRGINIA ST CRYSTAL LAKE IL 60014
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	Manubhai B shormiya
Home Address	8044 W Winnemac Ave
Does this officer have a middle initial?	1
Date of Birth	01/01/1967
Phone Number	[redacted]
Email	bapashreellc@yahoo.com
Officer Full Name and Title	Manubhai B shormiya Owner
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	8044 W Winnemac ave
Phone Number	[redacted]
Email	bapashreellc@yahoo.com
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	CROSS AMERICA PARTNER
Address of Lessor	645 Hamilton street PA 18101
Period Covered by Lease	September 1 2023 to September 1 2026
Has applicant made application for a similar license for premises other than described in this application?	Yes
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes

The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in Crystal Lake
Liquor Liability Insurance Expiration	07/20/2024
Is your Surety Bond Continuous?	No
Surety Bond Expiration	09/11/2024
Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: IL0070.Contract.Status.docx
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: city of crystal lake mayor letter.odt
Owner / Registered Agent Signature: signature.png

Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: LIQUOR CERTIFICATE FOR CITY OF CRYSTAL LAKE WBOND EFF 091123.pdf
Surety Bond ($1000 payable to City of Crystal Lake): ISSUED BOND 1K LIQUOR BOND CITY OF CRYSTAL LAKE - BAPA SHREE LLC - EFF 091123.pdf
Upload signed affidavit Click Here for form: img097.pdf

AFFIDAVIT

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

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

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

Please sign below:

MANUBHAI B. Sharmiya — Owner

Printed Full Name Title

M. B. Sharmiya — 09-13-23

Applicant Signature Date

Printed Full Name Title

Applicant Signature Date

Subscribed and sworn to before me this

13th day of September, 2023.

Notary Public

DANIELLE VETTE
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 7, 2026

My commission expires: 03/07/2026

(SEAL)

DANIELLE VETTE
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 7, 2026

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

IL0070

LEASE AGREEMENT
(T/NET)

THIS LEASE AGREEMENT (this "**Lease**"), dated 12/15/2023 (the "**Effective Date**"), is made and entered into between LGP Realty Holdings LP, a Delaware Corporation ("the "**Landlord**") and BAPASHREE LLC, a limited liability company (the "**Tenant**"), pursuant to which Landlord and Tenant agree as follows:

ARTICLE 1.
DEMISE OF PREMISES

1.1 Demise; Title and Condition. In consideration of the rents and covenants herein stipulated to be paid and performed by Tenant and upon the terms and conditions herein specified, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises: 415 W. Virginia St., Crystal Lake, IL 60014 (the "**Premises**"). The Premises are leased to Tenant subject the existing state of title and any state of facts which an accurate survey or physical inspection might reveal, to all applicable Legal Requirements (as hereinafter defined).

1.2 AS-IS; Disclaimers. TENANT ACKNOWLEDGES THAT THE PREMISES ARE IN GOOD CONDITION AND REPAIR AT THE INCEPTION OF THIS LEASE. LANDLORD LEASES TO TENANT AND TENANT LEASES FROM LANDLORD THE PREMISES AS IS WHERE IS IN ITS PRESENT CONDITION AND WITH ALL FAULTS. TENANT ACKNOWLEDGES THAT LANDLORD HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO (i) ITS FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (iii) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (iv) LANDLORD'S TITLE THERETO, (v) VALUE, (vi) COMPLIANCE WITH SPECIFICATIONS, (vii) LOCATION, (viii) USE, (ix) CONDITION, (x) MERCHANTABILITY, (xi) QUALITY, (xii) DESCRIPTION, (xiii) DURABILITY (xiv) OPERATION, (xv) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, OR (xvi) COMPLIANCE OF THE PREMISES WITH ANY LAW OR LEGAL REQUIREMENT; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. TENANT ACKNOWLEDGES THAT THE PREMISES ARE OF ITS SELECTION AND TO ITS SPECIFICATIONS AND THAT THE PREMISES HAVE BEEN INSPECTED BY TENANT AND ARE SATISFACTORY TO TENANT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN EITHER OF THE RELATED PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY IN TORT). THE PROVISIONS OF THIS SECTION 1.2 HAVE BEEN NEGOTIATED, AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY LANDLORD, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT OR ARISING OTHERWISE.

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

1.3 No Interest in Motor Fuel. Nothing in this Lease shall be construed to constitute a conveyance of, or passage of title to Tenant, of any interest in motor fuel delivered to, stored at or sold from the Premises.

ARTICLE 2.
PERMITTED USE; COMPLIANCE WITH LEGAL REQUIREMENTS

2.1 Permitted Use. Tenant shall use the Premises solely for operation of first-class gas station and convenience store, in accordance with all present and future Legal Requirements and for no other purpose. Without limiting the foregoing, Tenant shall act in compliance with that certain Management and Security Agreement of even date herewith between Landlord, as Seller, and Tenant, as Manager (the "**Management Agreement**") and shall not use, occupy, or permit or suffer the Premises or any part thereof to be used or occupied: (a) in such a manner as to constitute a nuisance of any kind, likely to cause injury to the Premises, or in any manner which would cause any casualty insurance policy in respect of the Premises to be cancelled, or for any purpose or in any way in violation of the certificate of occupancy for the Premises, (b) in violation of any superior lease, (c) for the storage of junk, disabled vehicles, used tires or batteries; (d) so as to obstruct any entrance, exit, pump island or service area so as to deny free access to the motoring public or block delivery carriers' access to storage fill pipes, (e) for the storage or sale of illegal or prescription drugs or permit the same to be used or consumed at the Premises; or (f) in such a manner as might reasonably make possible a claim or claims of adverse usage or adverse possession or implied dedication of the Premises or any part thereof.

2.2 Compliance with Legal Requirements. Tenant shall comply promptly, at Tenant's sole expense, with all Legal Requirements and Tenant will not knowingly do or commit, or suffer to be done or committed anywhere in the Premises, any act or thing contrary to any Legal Requirements. Furthermore, Tenant shall defend, indemnify and hold harmless the Indemnified Parties for any costs, damages, penalties or fines Indemnified Parties may incur by reason of Tenant's failure to comply with Legal Requirements. This Section 2.2 shall survive the termination of this Lease. "**Legal Requirements**" shall mean all present and future: (a) laws, ordinances and regulations, and other governmental rules, orders and determinations presently in effect or hereafter enacted, made or issued, both foreseen and unforeseen and ordinary and extraordinary applicable to the Premises or the ownership, operation, use or possession thereof, including without limitation the environment and the storage, generation, use and disposal of hazardous waste, hazardous materials and petroleum products, (b) contracts, agreements, insurance policies, covenants, conditions and restrictions now or hereafter applicable to the Premises, or the ownership, operation, use or possession of any thereof, including, without limitation, any mortgage, deed of trust, security instrument or similar instrument upon Landlord's interest in all or any portion of the Premises (each, an "**Indenture**") and (c) covenants, declarations, restrictions, easements and other matters recorded against the Premises.

2.3 Easements, Ground Leases and Appurtenances. If the Premises is presently, or should at sometime in the future be, affected by a cross easement agreement or superior lease (a "**Prime Lease**"), Tenant agrees during the term of this Lease (i) to perform all of the duties and obligations of Landlord under such cross easement agreement or Prime Lease (including, without limitation, paying any and all costs, charges and assessments imposed thereunder), (ii) Tenant shall comply with, all of the terms, conditions, covenants, provisions, restrictions and agreements set forth in such cross easement agreement or Prime Lease, (iii) to indemnify, defend and hold all Indemnified Parties harmless from and against every, any and all

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

demands, claims and assertions of liability, or action relating to Tenant's failure to comply with the obligations set forth in this Section 2.3 and (iv) not to take any action, or omit to do anything which may be a default thereunder.

2.4 Prohibition on Liens. Tenant shall promptly remove and discharge (which may be accomplished by bonding) any charge, lien, security interest or encumbrance upon the Premises or any Basic Rent, Additional Rent or other sums payable hereunder which arise for any reason, including, without limitation, all liens which arise out of the possession, use, occupancy, construction, repair or rebuilding of the Premises or any improvements thereon or (the "**Improvements**") by reason of labor or materials furnished or claimed to have been furnished to Tenant or for the Premises. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition repair or demolition of or to the Premises or any part thereof. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING OR OCCUPYING ANY OF THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO ANY OF THE PREMISES. LANDLORD MAY AT ANY TIME POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF LANDLORD.

ARTICLE 3.
TERM

3.1 Terms. The Premises are leased for an initial term of Three (3) years (the " Term").

Term	Commencement Date		Expiration Date	
Initial Term	12/15/2023	(12:00 am)	12/14/2026	(11:59 pm)

If the Landlord does not own the Premises and is a party to a prime lease with a third party, this Agreement shall automatically terminate if the Prime Lease terminates. Tenant shall have no causes of action against the Landlord for such termination.

ARTICLE 4.
RENT; NET LEASE

4.1 Basic Rent.

(a) Tenant shall pay to Landlord as basic rent for the Premises the amounts set forth on Schedule 4.1 hereto (the "**Basic Rent**") on the first day of each month during the Term (the "**Payment Dates**"). Basic Rent shall be collected by Landlord by electronic funds transfer ("**EFT**"). Tenant shall establish a commercial account with a financial institution that provides EFT services and shall authorize Landlord to initiate transfers of funds between Tenant's account and Landlord's accounts for payment by Tenant to Landlord of minimum rent due under this Lease so that Landlord can recover such Basic Rent from Tenant's account. Tenant shall not use, or permit to be used, said commercial account for family, personal, or household purposes. Tenant will provide Landlord with all information and authorization necessary to

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

debit and credit Tenant's account pursuant to the terms set forth herein. Should any EFT transaction be rejected by Tenant's financial institution for Tenant's failure to maintain sufficient funds in Tenant's account, in addition to any rights Landlord may have under this Lease or the law, Landlord may collect a service charge for each occurrence of such rejection by the financial institution, whether or not payment is subsequently made by Tenant. Collection of Basic Rent by EFT as provided for herein shall not be deemed a waiver of any breach by Tenant of its obligations under this Lease.

4.2 Additional Rent.

(a) Tenant shall, before interest or penalties are due thereon, pay and discharge all taxes (including, without limitation, real and personal property, franchise, sales, use, gross receipts and rent taxes), all charges for any easement or agreement maintained for the benefit of the Premises, all assessments and levies, all permit, inspection and license fees, all rents and charges for water, sewer, utility and communication services relating to the Premises, all ground rents and all other public charges whether of a like or different nature, even if unforeseen or extraordinary, imposed upon or assessed against (i) Tenant, (ii) Tenant's possessory interest in the Premises, (iii) the Premises, (iv) Landlord as a result of or arising in respect of the acquisition, ownership, occupancy, leasing, use, possession or sale of any portion of the Premises, any activity conducted on Premises, or the Rent, or (v) any Lender by reason of any note, Indenture or other document evidencing or securing a loan and which (as to this clause (v)) Landlord has agreed to pay (collectively, the "**Impositions**"); provided, that nothing herein shall obligate Tenant to pay (A) income, excess profits or other taxes of Landlord (or Lender) which are determined on the basis of Landlord's (or Lender's) net income or net worth (unless such taxes are in lieu of or a substitute for any other tax, assessment or other charge upon or with respect to the Premises which, if it were in effect, would be payable by Tenant under the provisions hereof or by the terms of such tax, assessment or other charge), (B) any estate, inheritance, succession, gift or similar tax imposed on Landlord or (C) any capital gains tax imposed on Landlord in connection with the sale of the Premises to any party. Landlord shall have the right to require Tenant to pay, together with scheduled installments of Basic Rent, the amount of the gross receipts or rent tax, if any, payable with respect to the amount of such installment of Basic Rent. If any Imposition may be paid in installments without interest or penalty, Tenant shall have the option to pay such Imposition in installments; in such event, Tenant shall be liable only for those installments which accrue or become due and payable during the Term. Tenant shall prepare and file all tax reports required by governmental authorities which relate to the Impositions. Tenant shall deliver to Landlord (1) copies of all settlements and notices pertaining to the Impositions which may be issued by any Governmental Authority within ten (10) days after Tenant's receipt thereof, (2) receipts for payment of all taxes required to be paid by Tenant hereunder within thirty (30) days after the due date thereof and (3) receipts for payment of all other Impositions within ten (10) days after Landlord's request therefor. If Landlord determines to appeal a real estate tax assessment of the Premises, Landlord shall, at Tenant's sole cost and expense, file such appeal and pursue such appeal to final judgment. If such appeal is successful, Landlord shall pass on any such credit that Landlord receives relating to Tenant's tenancy at the Premises during the Term, to the Tenant. Tenant shall not be entitled to any credit or repayment for funds they expend towards the appeal regardless of the success of the appeal.

(b) All Impositions which Tenant is required to pay pursuant to this Lease (other than Basic Rent) to Landlord or any other party, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof, shall constitute additional rent ("**Additional Rent**" and, together with Basic Rent, the "**Rent**"). If Tenant shall fail to pay

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

any such Additional Rent or any other sum due hereunder when the same shall become due, Landlord shall have all rights, powers and remedies with respect thereto as are provided herein or by law in the case of non-payment of any Basic Rent and shall, except as expressly provided herein, have the right to pay the same on behalf of Tenant if such failure by Tenant continues beyond the applicable cure period or if such failure results in an imminent threat of harm to Landlord's interest in the Premises or any part thereof. Tenant shall pay to Landlord interest at a rate (the "**Default Rate**") equal to the greater of (i) fifteen percent (15%) per annum or (ii) the default rate of interest per annum under any Indenture (but in no event shall the Default Rate exceed the maximum amount permitted by law), on all overdue Rent until paid. In addition, if Tenant fails to make any payment of Basic Rent to Landlord when due, Tenant shall pay a late charge equal to five percent (5%) of the amount so past due. Tenant shall perform all of its obligations under this Lease at its sole cost and expense, and shall pay all Basic Rent, Additional Rent and any other sum due hereunder when due and payable, without offset, counterclaim notice or demand.

(c) Following the occurrence of an Event of Default, or if Landlord is required by a Lender, Tenant shall pay to Landlord such amounts (each an "**Escrow Payment**") monthly or as required by such Lender (but not more often than monthly) so that there shall be in an escrow account an amount sufficient to pay the Escrow Charges (as hereinafter defined) as they become due. As used herein, "**Escrow Charges**" shall mean real estate taxes and assessments on or with respect to the Premises or payments in lieu thereof and premiums on any insurance required by this Lease and any reserves for capital improvements, deferred maintenance, repair and/or tenant improvements and leasing commissions required by any Lender. Landlord shall determine the amount of the Escrow Charges (it being agreed that if required by a Lender, such amount shall equal any corresponding escrow installments required to be paid by Landlord) and the amount of each Escrow Payment. The Escrow Payments may be commingled with other funds of Landlord or other parties and no interest thereon shall be due or payable to Tenant. Landlord shall apply the Escrow Payments to the payment of the Escrow Charges in such order or priority as Landlord shall determine or as required by Legal Requirements. If at any time the Escrow Payments theretofore paid to Landlord shall be insufficient for the payment of the Escrow Charges, Tenant, within ten (10) days after Landlord's demand therefor, shall pay the amount of the deficiency to Landlord.

4.3 Net Lease; Non-Terminability.

(a) This Lease is a "triple net" lease and, any present or future law to the contrary notwithstanding, shall not terminate except as otherwise expressly provided herein, nor shall Tenant be entitled to any counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense to any payment obligations hereunder, nor shall the obligations of Tenant hereunder be affected, by reason of: any damage to, destruction of or casualty with respect to the Premises or any portion thereof; any defect in the condition, design, operation or fitness for use of the Premises or any portion thereof; any taking of the Premises or Improvements or any part thereof by condemnation or otherwise; any prohibition, limitation, interruption, cessation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises, or any interference with such use, occupancy or enjoyment by any party; any eviction by paramount title or otherwise; any default by Landlord hereunder or under any other agreement; the impossibility or illegality of performance by Landlord, Tenant or both; any action of any federal, state, regional or local government or political subdivision thereof and any party exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government (each, a "**Governmental Authority**") (including, without limitation, changes in Legal Requirements); construction on or renovation of

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

the Premises or Improvements; or any failure in the Premises or Improvements to comply with Legal Requirements, or any other cause whether similar or dissimilar to the foregoing. All costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration or earlier termination of the Term in accordance with the provisions hereof (whether or not the same shall become payable during the Term or thereafter) shall be paid by Tenant except as otherwise expressly provided herein. It is the purpose and intention of the parties to this Lease that the Basic Rent due hereunder shall be absolutely net to Landlord and that this Lease shall yield at times, net to Landlord, the Basic Rent provided in this Lease. The parties intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease. The obligation to pay Rent or amounts equal thereto shall not be affected by any collection of rents by any governmental body pursuant to a tax lien or otherwise, even though such obligation results in a double payment of Rent. All Rent payable by Tenant hereunder shall constitute "rent" for all purposes (including, without limitation, Section 502(b)(6) of the Federal Bankruptcy Code).

ARTICLE 5.
INDEMNIFICATION

5.1 Indemnification.

(a) Tenant shall promptly pay, protect, indemnify, defend, save and hold harmless Landlord any any owner, beneficial owner, partner, member, manager, officer, director, shareholder, agent, contractor and representative of Landlord, and of any of Landlord's partners, members, Lenders, affiliates, parents and subsidiaries, together with their respective successors and assigns (each an "**Indemnified Party**") from and against any and all liabilities, losses, damages (including, without limitation, punitive damages), penalties, costs (including, without limitation, attorneys' fees and costs), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, without regard to the form of action and whether based on strict liability, gross negligence, negligence or any other theory of recovery at law or in equity, arising from (i) any matter pertaining to the acquisition (or the negotiations leading thereto), ownership, leasing, use, non-use, occupancy, operation, management, condition, design, construction, maintenance, repair or restoration of the Premises or adjoining property, (ii) any casualty in any manner arising from any of the Premises or adjoining property, whether or not the Indemnified Party has or should have knowledge or notice of any defect or condition causing or contributing to said casualty, (iii) any violation by Tenant of any provision of this Lease, any contract or agreement to which Tenant is a party, any Legal Requirement or the Indenture or (iv) any alleged, threatened or actual Environmental Violation (as hereinafter defined), including, without limitation, (A) liability for response costs and for costs of removal and remedial action incurred by any Governmental Authority or any other party, or damages from injury to or destruction or loss of natural resources, including, without limitation, the reasonable costs of assessing such injury, destruction or loss, incurred pursuant to Section 107 of CERCLA (as hereinafter defined), or any successor section or act or provision of any similar Legal Requirement, (B) liability for costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties which arise from the provisions of any of the other Environmental Laws (as hereinafter defined) and (C) liability for personal injury or property damage arising under any

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for carrying on of a dangerous activity.

(b) In case any action or proceeding is brought against any the Indemnified Party by reason of any such claim, (i) Tenant may, except in the event of a conflict of interest or a dispute between Tenant and any such Indemnified Party or during the continuance of an Event of Default, retain its own counsel and defend such action (it being understood that Landlord may employ counsel of its choice to monitor the defense of any such action, the cost of which shall be paid by Tenant) and (ii) such Indemnified Party shall notify Tenant to resist or defend such action or proceeding by retaining counsel reasonably satisfactory to such Indemnified Party, and such Indemnified Party will cooperate and assist in the defense of such action or proceeding if reasonably requested to do so by Tenant. In the event of a conflict of interest or dispute or during the continuance of an Event of Default, Landlord shall have the right to select counsel, and the cost of such counsel shall be paid by Tenant.

(c) The obligations of Tenant under this Article 5 shall survive termination, of this Lease.

ARTICLE 6.
MAINTENANCE AND REPAIRS

Tenant shall maintain the Premises in compliance with all Legal Requirements and the terms of this Lease. Tenant shall maintain the Premises (including, without limitation, all utilities, facilities, and systems thereof) in good condition and repair. Without limiting the forgoing, Tenant shall be required to conduct regular maintenance (including maintaining a regular preventive maintenance program) and perform all necessary and advisable repairs to the Premises (including, without limitation, repairs to all utilities, facilities, and systems thereof), whether structural or nonstructural, foreseen or unforeseen, ordinary or extraordinary. Landlord shall not be required to maintain, repair or rebuild all or any part of the Premises except as expressly set forth on Schedule 6.1 hereto (the "**Maintenance Schedule**"). Tenant waives the right to (i) require Landlord to maintain, repair or rebuild all or any part of the Premises except as expressly set forth on the Maintenance Schedule, or (ii) make repairs to the Premises at the expense of Landlord pursuant to any Legal Requirement except as expressly set forth on the Maintenance Schedule.

ARTICLE 7.
ALTERATIONS

Tenant shall not make any alterations to the Premises without having first obtained the prior written consent of Landlord. Landlord shall have the right to require Tenant to remove any alterations on or before termination of this Lease. If Tenant is permitted to make any alteration to the Premises, (such alterations and actions being hereinafter collectively referred to as "**Work**"), then all such Work shall (i) be performed by Tenant in a good and workmanlike manner, (ii) be expeditiously completed in a lien-free and good and workmanlike manner in compliance with all Legal Requirements, (iii) comply with the requirements of all insurance policies required to be maintained by Tenant hereunder, (iv) if it involves the replacement of equipment or parts thereto, provide for the replacements having a value and useful life equal to the greater of (A) the value and useful life on the Effective Date of the equipment being replaced or (B) the value and useful life of the equipment being replaced immediately prior to the occurrence of the event which required its replacement (assuming such replaced equipment was then in the condition required by this Lease), (v) not be performed without Tenant first

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

procuring and paying for all permits and licenses required in connection with any such Work, and (vi) be subject to all terms of this Lease.

ARTICLE 8.
GAS STATION EQUIPMENT

Landlord shall furnish the equipment identified on Schedule 8 attached hereto and incorporated herein, all of which shall remain the property of Landlord. Tenant shall furnish all other equipment/trade fixtures for operation of the convenience store and Tenant will furnish to Landlord a list of Tenant's equipment within thirty (30) days of the Effective Date, to be updated thereafter as additional equipment is added or existing equipment is removed. Upon expiration or termination of this Lease, Tenant shall have the right to remove from the Premises all of Tenant's equipment/trade fixtures identified on such list and any other moveable personal property of Tenant, provided that Tenant repairs any damage to the Premises or to Landlord's equipment caused by the removal of the same. If within ten (10) days after expiration or termination of this Lease, Tenant shall have failed to remove any of Tenant's equipment/trade fixtures or moveable personal property from the Premises, Landlord shall automatically become owner of such equipment/trade fixtures and moveable personal property, and shall have the right to keep, sell in place, or remove the same in any manner. Tenant shall reimburse Landlord for any and all costs and expenses incurred by Landlord in selling and/or removing such property.

ARTICLE 9.
NON-PMPA RELATIONSHIP

9.1 NOT A PMPA RELATIONSHIP. THIS LEASE DOES NOT PROVIDE RIGHTS OR BENEFITS UNDER THE PETROLEUM MARKETING PRACTICES ACT, 15 U.S.C. § 2801 et. seq. (the "PMPA") AND TENANT IS NOT AND DOES NOT HAVE THE RIGHTS OF A "FRANCHISEE" UNDER THE PMPA OR ANY SIMILAR STATE OR FEDERAL STATUTE.

ARTICLE 10.
CASUALTY AND CONDEMNATION

10.1 Casualty. If any loss of or damage to or destruction of or which affects all or a portion of the Premises (each, a "**Casualty**") occurs to any portion of the Premises, this Lease shall continue, notwithstanding such event, Tenant shall promptly cause the Premises to be completely restored to the condition in which the Premises existed prior to such Casualty and the Rent payable under this Lease shall not be affected, altered, reduced, abated or suspended. Upon any Casualty, Tenant shall give Landlord immediate notice thereof. Landlord and any lender to Landlord (a "**Lender**") are hereby authorized to adjust, collect and compromise, in their discretion all claims under any of the insurance policies required by Section 10.1 and to execute and deliver on behalf of Tenant all necessary proofs of loss, receipts, vouchers and releases required by the insurers. Tenant agrees to sign, upon the request of Landlord or Lender, all such proofs of loss, receipts, vouchers and releases. If Landlord or Lender so requests, Tenant shall adjust, collect and compromise any and all such claims, and Landlord and Lender shall have the right to join with Tenant therein. Any adjustment, settlement or compromise of any such claim shall be subject to the prior approval of Landlord and Lender, and Landlord and

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

Lender shall have the right to prosecute or contest, or to require Tenant to prosecute or contest, any such claim, adjustment, settlement or compromise. Each insurer is hereby authorized and directed to make payment under said policies, including, without limitation, return of unearned premiums, directly to Landlord or, if required by the Indenture, to Lender instead of to Landlord and Tenant jointly, and Tenant hereby appoints each of Landlord and Lender as Tenant's attorneys-in-fact to endorse any draft therefor. The rights of Landlord under this Section 10.1 shall be extended to Lender if and to the extent that any Indenture so provides.

10.2 Condemnation.

Tenant, immediately upon receiving notice or obtaining knowledge of the institution of or intention to institute any proceeding for: (a) any taking or damaging of all or a portion of the Premises (i) in or by condemnation or other eminent domain proceedings pursuant to any Legal Requirement, general or special, or (ii) by reason of any agreement with any condemnor in settlement of or under threat of any such condemnation or other eminent domain proceeding, or (iii) by any other means, or (b) any de facto condemnation (each, a "**Condemnation**") shall notify Landlord thereof. The Net Award shall be the sole property of Landlord and Landlord is authorized to collect, settle and compromise the Net Award in its sole discretion. No agreement with any condemnor in settlement or under threat of any Condemnation shall be made by Tenant without the written consent of Landlord. Subject to the provisions of this Section 10.2, Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant is or may be entitled by reason of any Condemnation, whether the same shall be paid or payable for Tenant's leasehold interest hereunder or otherwise; but nothing in this Lease shall impair Tenant's right to any award or payment on account of Tenant's trade fixtures, equipment or other tangible property, moving expenses or loss of business, if available, to the extent that and so long as such claim does not in any way reduce either the amount of the award otherwise payable to Landlord for the Condemnation of Landlord's fee interest in the Premises or the amount of the award (if any) otherwise payable for the Condemnation of Tenant's leasehold interest hereunder. The rights of Landlord under this Section 10.2 shall also be extended to Lender if and to the extent that any Indenture so provides. The Condemnation shall be considered to have taken place as of the later of the date actual physical possession is taken by the condemnor, or the date on which the right to compensation and damages accrues under the law applicable to the Premises. In the event of a Condemnation, this Lease shall continue, notwithstanding such event, and the Basic Rent payable under this Lease shall be equitably reduced. Promptly after such Condemnation, Tenant shall commence and diligently cause the Premises to be restored as nearly as possible to its value, condition and character immediately prior to such event (assuming the Premises to have been in the condition required by this Lease).

10.3 For purposes of this Article 10, "**Net Award**" shall mean the entire award payable to Landlord by reason of a Casualty or Condemnation whether pursuant to a judgment or by agreement or otherwise.

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

ARTICLE 11.
INSURANCE

11.1 Insurance.

(a) Tenant shall obtain, pay for and maintain the following insurance on or in connection with the Premises:

(i) Insurance against all risk of physical loss or damage to the Improvements and equipment as provided under "Special Causes of Loss" form coverage, and including, without limitation, customarily excluded perils of hail, windstorm, flood coverage, earthquake and, to the extent required by Lender, terrorism and mold insurance, in amounts not less than the actual replacement cost of the Improvements and equipment; provided that, if Tenant's insurance company is unable or unwilling to include any of all of such excluded perils, Tenant shall have the option of purchasing coverage against such perils from another insurer on a "difference in conditions" form or through a stand-alone policy. Such policies shall contain replacement cost and agreed amount endorsements and "law and ordinance" coverage (at full replacement cost).

(ii) Commercial General Liability Insurance and Business Automobile Liability Insurance (including, without limitation, Non-Owned and Hired Automobile Liability) against claims for personal and bodily injury, death or property damage occurring on, in or as a result of the use of the Premises, in an amount not less than $2,000,000 combined single limit.

(iii) Workers' compensation insurance in the amount required by Legal Requirements and employers' liability insurance covering all persons employed by Tenant in connection with any work done on or about any of the Premises.

(iv) If Tenant (or any other party) offers alcoholic beverages for sale from the Premises, Tenant, shall obtain, carry and maintain liability insurance which shall include coverage for all liabilities arising out of the dispensing or selling of alcoholic beverages imposed under any laws, including, without limitation a "dram shop" or alcoholic beverage control act.

(v) Business Income/Extra Expense Insurance at limits sufficient to cover 100% of the period of indemnity not less than eighteen (18) months from time of loss.

(vi) During any period in which alterations at the Premises are being undertaken, builder's risk insurance covering the total completed value, including, without limitation, all hard and soft costs (which shall include business interruption coverage) with respect to the Improvements being constructed, altered or repaired (on a completed value, non-reporting basis), replacement cost of work performed and equipment, supplies and materials furnished in connection with such construction, alteration or repair of Improvements or equipment upon the Premises, together with such other endorsements as Landlord may reasonably require, and general liability, worker's compensation and automobile liability insurance with respect to the Improvements being constructed, altered or repaired.

(vii) Such other insurance (or other or different terms with respect to any insurance required pursuant to this Article 11, including, without limitation, amounts of

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

coverage, deductibles, form of mortgagee clause, insurer rating) on or in connection with any of the Premises as Landlord or Lender may reasonably require.

(b) The insurance required by Article 11.1 shall be written by companies approved by Landlord in its sole discretion and are authorized to write insurance policies for the state in which the Premises is located. The insurance policies (i) shall be for such terms as Landlord may reasonably approve and (ii) shall be in amounts sufficient at all times to satisfy any coinsurance requirements thereof. If said insurance or any part thereof shall expire, be withdrawn, become void, voidable, unreliable or unsafe for any reason, including, without limitation, a breach of any condition thereof by Tenant or the failure or impairment of the capital of any insurer, or if for any other reason whatsoever said insurance shall become reasonably unsatisfactory to Landlord, Tenant shall immediately obtain new or additional insurance reasonably satisfactory to Landlord.

(c) Each insurance policy referred to in clauses (i), (iv), (v), (vi) and (vii) of Section 11.1(a) shall contain standard non-contributory mortgagee clauses in favor of and acceptable to Lender. Each policy required by any provision of Section 11.1(a), shall provide that it may not be cancelled, substantially modified or allowed to lapse on any renewal date except after thirty (30) days' prior notice to Landlord and Lender.

(d) Tenant shall pay as they become due all premiums for the insurance required by Section 11.1(a), shall renew or replace each policy and deliver to Landlord evidence of the payment of the full premium therefor or installment then due at least thirty (30) days prior to the expiration date of such policy, and shall promptly deliver to Landlord all original certificates of insurance evidencing such coverages or, if required by Lender, original or certified policies. All certificates of insurance (including, without limitation, liability coverage) provided to Landlord and Lender shall be on ACORD Form 28 (or its equivalent).

(e) Tenant shall not carry separate insurance concurrent in form or contributing in the event of a Casualty with that required in this Article 11 unless (i) Landlord and Lender are included therein as named insureds, with loss payable as provided herein, and (ii) such separate insurance complies with the other provisions of this Article 11. Tenant shall immediately notify Landlord of such separate insurance and shall deliver to Landlord the original policies or certified copies thereof.

(f) Each policy (other than workers' compensation coverage) shall contain an effective waiver by the carrier against all claims for payment of insurance premiums against Landlord and shall contain a full waiver of subrogation against the Landlord.

(g) The requirements of this Article 11 shall not be construed to negate or modify Tenant's obligations under any other provision of this Lease.

ARTICLE 12.
ASSIGNMENT AND SUBLETTING

12.1 Assignment and Subletting; Prohibition on Leasehold Financing.

(a) Tenant shall not assign or sublet this Lease (or permit the Premises to be used by others), voluntarily or involuntarily, whether by operation of law or otherwise (including,

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

without limitation, through merger or consolidation) to any party. Landlord may assign or transfer all or any part of its rights or interest in this Agreement without Tenant's consent. In the event of an assignment by Landlord, this Agreement shall be binding upon and inure to the benefit of Landlord and its successors and assigns and shall remain binding upon Tenant.

(b) Tenant shall not have the power to mortgage, pledge or otherwise encumber its interest under this Lease or any sublease of the Premises, and any such mortgage, pledge or encumbrance made in violation of this Article 12 shall be void and of no force and effect.

ARTICLE 13.
DEFAULT AND REMEDIES

13.1 Events of Default; Remedies.

(a) The occurrence of any one or more of the following, at the election of Landlord, constitute an "**Event of Default**" under this Lease:

(i) a failure by Tenant to make any payment of any Rent on or prior to its due date, regardless of the reason for such failure;

(ii) a failure by Tenant duly to perform and observe, or a violation or breach of, any other provision of this Lease;

(iii) any representation or warranty made by Tenant herein or in any certificate, demand or request made pursuant hereto proves to be incorrect, now or hereafter, in any material respect;

(iv) any default by Tenant under the Management Agreement or any other agreement between Landlord, or any affiliate of Landlord, and Tenant, or any affiliate of Tenant;

(v) a default beyond any applicable cure period or at maturity by Tenant in any payment of principal or interest on any obligations for borrowed money or in the performance of any other provision contained in any instrument under which any such obligation is created or secured (including, without limitation, the breach of any covenant thereunder);

(vi) a final, non-appealable judgment or judgments for the payment of money in excess of $5,000 shall be rendered against Tenant;

(vii) Tenant or any guarantor shall (A) voluntarily be adjudicated a bankrupt or insolvent, (B) seek or consent to the appointment of a receiver or trustee for itself or for any portion of the Premises, (C) file a petition seeking relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, (D) make a general assignment for the benefit of creditors, or (E) be unable to pay its debts as they mature;

(viii) a court shall enter an order, judgment or decree appointing, without the consent of Tenant, a receiver or trustee for it or for any portion of the Premises or approving a petition filed against Tenant which seeks relief under the bankruptcy or other similar

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

laws of the United States, any state or any jurisdiction, and such order, judgment or decree shall remain undischarged or unstayed thirty (30) days after it is entered;

(ix) any portion of the Premises shall have been vacated or abandoned;

(x) Tenant shall be liquidated or dissolved or shall begin proceedings towards its liquidation or dissolution;

(xi) the estate or interest of Tenant in any portion of the Premises shall be levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred or such process shall not be vacated or discharged within thirty (30) days after it is made;

(xii) a failure by Tenant to maintain in effect any license or permit necessary for the use, occupancy or operation of any portion of the Premises;

(xiii) Tenant shall in a single transaction or series of transactions sell, convey, transfer or lease all or substantially all of its assets;

(xiv) Tenant shall enter into an Asset Transfer in violation of Paragraph 6.1(e);

(xv) Tenant shall fail to deliver the estoppel certificate described in Section 8.2 within the time period specified therein; or

(xvi) The death or incapacity of any guarantor of Tenant.

13.2 Remedies.

(a) If an Event of Default shall have occurred and is continuing, Landlord shall have the right, at its sole option, then or at any time thereafter, to exercise its remedies and to collect damages from Tenant in accordance with this Section 13.2, without demand upon or notice to Tenant:

(i) Landlord may give Tenant notice of Landlord's intention to terminate this Lease on a date specified in such notice. Upon such date, this Lease, the estate hereby granted and all rights of Tenant hereunder shall expire and terminate. Upon such termination, Tenant shall immediately surrender and deliver possession of the Premises to Landlord. If Tenant does not so surrender and deliver possession of all of the Premises, Landlord may re-enter and repossess any of the Premises not surrendered, by any available legal process. Upon or at any time after taking possession of any of the Premises, Landlord may, by legal process, remove any parties or property therefrom. Landlord shall be under no liability for or by reason of any such entry, repossession or removal. Notwithstanding such termination of the Lease, Landlord may collect the damages set forth in Section 13.2(b).

(ii) Landlord may terminate Tenant's right of possession (but not this Lease) and may repossess the Premises by any available legal process without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant and without terminating this Lease. After repossession of any of the Premises pursuant

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

hereto, Landlord shall have the right to relet all or any portion of the Premises to such tenant or tenants, for such term or terms, for such rent, on such conditions and for such uses as Landlord in its sole discretion may determine, and collect and receive any rents payable by reason of such reletting. Landlord may make such alterations in connection with such reletting as it may deem advisable in its sole discretion. Notwithstanding any such termination of Tenant's right of possession of the Premises, Landlord may (A) exercise the remedy set forth in and collect the damages permitted by Section 13.2(b) or, at any time thereafter, elect to terminate this Lease and in such event Landlord shall have the right and remedies specified in Section 13.2(b).

(iii) Landlord may declare by notice to Tenant the entire Basic Rent (in the amount of Basic Rent then in effect) for the remainder of the then current Term to be immediately due and payable. Tenant shall immediately pay to Landlord all such Basic Rent discounted at a rate of five percent (5.0%) per annum (the "**Present Value**"), all accrued Rent then due and unpaid, all Rent which arises or become due by reason of such Event of Default (including, without limitation, any costs of Landlord). Upon receipt by Landlord of all such accelerated Rent, this Lease shall remain in full force and effect and Tenant shall have the right to possession of the Premises from the date of such receipt by Landlord to the end of the Term, and subject to all the provisions of this Lease, including, without limitation, the obligation to pay all increases in Rent that subsequently become due, except that (A) no Basic Rent which has been prepaid hereunder shall be due thereafter during the said Term, or (B) Tenant shall have no option to extend or renew the Term.

(b) The following constitute damages to which Landlord shall be entitled if Landlord exercises its remedies under Sections 13.2(a)(i) or 13.2(a)(ii):

(i) If Landlord exercises its remedy under Section 13.2(a)(i) but not its remedy under Section 13.2 (a)(ii) (or attempts to exercise such remedy and is unsuccessful in reletting the Premises) then, upon written demand from Landlord, Tenant shall pay to Landlord, as liquidated and agreed final damages for Tenant's default and in lieu of all current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the Present Value of the excess, if any, of (A) all Basic Rent from the date of such demand to the date on which the Term is scheduled to expire hereunder in the absence of any earlier termination, re-entry or repossession over (B) the then fair market rental value of the Premises for the same period. Tenant shall also pay to Landlord all accrued Rent then due and unpaid, all Rent which arises or becomes due by reason of such Event of Default, including, without limitation, any costs of Landlord in connection with the repossession of the Premises and any attempted reletting thereof, including, without limitation, all brokerage commissions, legal expenses, reasonable attorneys' fees, employees' expenses, costs of alterations and expenses and preparation for reletting.

(ii) If Landlord exercises its remedy under Section 13.2(a)(i) or its remedies under Sections 13.2(a)(i) and Section 13.2(a)(ii), then Tenant shall, until the end of what would have been the Term in the absence of the termination of the Lease, and whether or not any of the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as liquidated and agreed current damages all Rent which would be payable under this Lease by Tenant in the absence of such termination less the net proceeds, if any, of any reletting pursuant to Section 13.2(a)(ii), after deducting from such proceeds all accrued Rent then due and unpaid, all Rent which arises or becomes due by reason of such Event of Default, including, without limitation, any costs of Landlord incurred in connection with such repossessing and reletting, including, without limitation, all brokerage commissions, legal

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

expenses, reasonable attorneys' fees, employees' expenses, costs of Alterations and expenses and preparation for reletting; provided, that if Landlord has not relet the Premises, such costs of Landlord shall be considered to be Rent payable by Tenant.

(iii) Tenant shall be and remain liable for all sums aforesaid, and Landlord may recover such damages from Tenant and institute and maintain successive actions or legal proceedings against Tenant for the recovery of such damages. Nothing herein contained shall be deemed to require Landlord to wait to begin such action or other legal proceedings until the date when the Term would have expired by its own terms had there been no such Event of Default.

(c) If Landlord elects to terminate this Lease upon the occurrence of an Event of Default, Landlord may collect from Tenant damages computed in accordance with the following provisions in addition to Landlord's other remedies under this Lease:

(i) the worth at the time of award of any unpaid Rent which has been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which any unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) any other cost necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, without limitation, brokerage commissions, the cost of repairing and reletting the Premises and reasonable attorneys' fees; plus

(v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Damages shall be due and payable from the date of termination.

For purposes of clauses (i) and (ii) of this Section 13.2(c), the "worth at the time of award" shall be computed by adding interest at the Default Rate to the past due Rent. For the purposes of clause (iii) of this Section 13.2(c) the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of New York at the time of the award, plus one percent (1%).

(d) Landlord shall not be required to mitigate any of its damages hereunder unless required to by applicable Legal Requirements. If any Legal Requirement shall validly limit the amount of any damages provided for herein to an amount which is less than the amount agreed to herein, Landlord shall be entitled to the maximum amount available under such Legal Requirement.

(e) No termination of this Lease, repossession or reletting of any of portion the Premises, exercise of any remedy or collection of any damages pursuant to Section 7.2(c) shall relieve Tenant of any Rent.

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

(f) Upon the occurrence of any Event of Default, Landlord shall have the right (but no obligation) to perform any act required of Tenant hereunder and, if performance of such act requires that Landlord enter the Premises, Landlord may enter the Premises for such purpose.

(g) A receipt by Landlord of any sum in satisfaction of any Rent with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in a writing signed by Landlord.

(h) Tenant hereby waives and surrenders, for itself and all those claiming under it, including, without limitation, creditors of all kinds, (i) any right and privilege which it or any of them may have under any present or future Legal Requirement to redeem any portion of the Premises or to have a continuance of this Lease after termination of this Lease or of Tenant's right of occupancy or possession pursuant to any court order or any provision hereof, and (ii) the benefits of any present or future Legal Requirement which exempts property from liability for debt or for distress for rent.

(i) Except as otherwise provided herein, all remedies are cumulative and concurrent and no remedy is exclusive of any other remedy. Each remedy may be exercised at any time an Event of Default has occurred and is continuing and may be exercised from time to time. No remedy shall be exhausted by any exercise thereof.

ARTICLE 14.
NOTICES

14.1 Notices and Other Instruments. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (i) certified or registered United States mail, postage prepaid, return receipt requested, or (ii) expedited prepaid delivery service, either overnight delivery service of a nationally recognized courier, commercial or United States Postal Service, with proof of delivery or refusal to accept delivery, addressed as follows:

If to Landlord: LGP Realty Holdings LP
645 Hamilton Street, Suite 400
Allentown, PA 18101
Attention: Contracts Department

If to Tenant: BAPASHREE LLC
415 W. Virginia St.
Crystal Lake, IL 60014

Such addresses may be changed by any party in a notice to the other parties hereto in the manner provided for in this Section. A notice shall be deemed to have been given at the time of delivery or upon refusal to accept delivery on a day by the party which is the intended recipient. A party receiving a notice which does not comply with the technical requirements for notice under this Section may elect to waive any deficiencies and treat the notice as having been properly given.

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

ARTICLE 15.
LANDLORD'S FINANCING

15.1 Agreements for Benefit of Lender.

(a) In connection with any actual or contemplated financing or refinancing of Landlord or its affiliates or all or any part of the Premises by Landlord, Tenant shall assist Landlord in connection therewith at no cost to Landlord, including, without limitation, entering into such additional agreements and such supplements or amendments to or consents or waivers under existing agreements as may be reasonably requested by Landlord.

(b) Tenant hereby agrees to the following for the benefit of any Lender:

(i) that in the event that any such Lender, or any purchaser at a foreclosure sale, shall acquire title to any portion of the Premises, this Lease shall not terminate by reason of such acquisition and any new Landlord shall acknowledge this Lease and Tenant's rights hereunder and Tenant shall attorn to and recognize such Lender or such purchaser, as the case may be, as its new Landlord and this Lease shall continue as a direct lease between Tenant and such Lender or purchaser, as the case may be, with respect to the Premises upon the terms and conditions set forth herein except that such Lender or purchaser, as the case may be, shall not be liable to Tenant for any actions or omissions of Landlord prior to the date such Lender or purchaser, as the case may be, acquired title to the Premises;

(ii) no document or instrument purporting to terminate this Lease shall be effective unless Tenant receives the written consent of the Lender thereto; and

(iii) no consent to the release of Tenant from liability under this Lease upon assignment of this Lease or sublease of the Premises shall be effective unless Tenant shall receive the written consent of such Lender.

The foregoing provisions shall be self-operative and no further instrument shall be necessary to effect such attornment and recognition. Nevertheless, upon request of Lender or any purchaser at a foreclosure sale, Tenant and Lender (or such purchaser) shall execute and deliver such agreement as shall be reasonably necessary to confirm the agreement provided in this Section.

ARTICLE 16.
ENVIRONMENTAL PROVISIONS

16.1 Environmental Covenants. Tenant and his employees, agents and contractors shall not store, handle, treat, dispose of, discharge, or produce Waste on the Premises except as otherwise specifically permitted herein. "**Waste**" is defined as (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 as amended from time to time, and regulations promulgated thereunder, (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time ("**CERCLA**"), and regulations promulgated thereunder; (c) any oil, petroleum products, and their derivatives and by-products; (d) any substance that is toxic, ignitable, reactive or corrosive; and (e) any waste, substance, product or material which is either regulated or monitored by any federal, state, or local law, ordinance,

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

or governmental authority, or whose use, storage, handling, treatment, disposal, discharge, or production is likewise regulated or monitored. Notwithstanding anything to the contrary contained in this Section 16.1, Landlord acknowledges that Tenant will manage and/or own the motor fuel dispensing business on the Premises, and Landlord agrees that, with regard to products and materials utilized in such business, Tenant shall not be in violation hereof so long as such products and materials are solely: (1) used at all times for the purposes for which and in the manner in which they are intended to be used by their respective manufacturers and in accordance with all Legal Requirements, and (2) disposed of by Tenant's employees and agents in a lawful manner.

16.2 In addition to and without limitation of any other indemnification provision in this Lease, Tenant shall give immediate notice to Landlord of any violation or potential violation of the provisions of this Article 16 and shall promptly defend, indemnify and hold harmless all Indemnified Parties from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, reasonable attorneys' and consultants' fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, allegedly or actually arising out of or in any way directly or indirectly related to any violation or potential violations of the provisions of this Article 16. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Premises or any portion thereof, or any clean-up, removal or restoration required by Landlord due to a breach or possible breach hereunder, or mandated by a federal, state or local agency or political subdivision as a result of such breach or possible breach.

16.3 Survival. The indemnity obligations of the Tenant and the rights and remedies of Landlord and Lender under this Article 16 shall survive the termination of this Lease.

ARTICLE 17.
SURRENDER AND HOLDOVER

17.1 Surrender. Subject to the terms of this Lease, upon the termination of this Lease, Tenant shall surrender the Premises to Landlord in a condition required to be maintained hereunder and free and clear of all liens and encumbrances other than any Indenture and those liens and encumbrances existing prior to the Effective Date, without any payment or allowance whatever by Landlord on account of or for any Improvements erected or maintained on the Premises at the time of the surrender, or for the contents thereof or appurtenances thereto.

17.2 Holdover. If the Tenant shall continue to occupy any portion of the Premises after the expiration or earlier termination of this Lease, then Tenant shall be deemed to be a holdover tenant, the tenancy of shall be from month to month upon the same provisions and conditions set forth in this Lease, except that Basic Rent for the holdover period shall be an amount equal to two hundred percent (200%) of the Basic Rent in effect immediately prior to the holdover period. This Section 17.2 does not amount to a waiver of the Landlord's right of reentry or any other right granted elsewhere in this Lease and shall not constitute a consent to any holdover by Tenant.

17.3 Survival. The provisions of this Article 17 shall survive the termination of this Lease.

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

ARTICLE 18.
SIGNAGE

Tenant shall place no signs on the Premises which do not relate to the business being conducted at the Premises without first obtaining Landlord's prior written consent. All signs shall be in compliance with all Legal Requirements. All signage on or about the Premises shall be professionally fabricated or otherwise consistent with similarly situated properties and installed at Tenant's sole cost and expense and maintained by Tenant, at Tenant's sole cost and expense. Tenant shall pay the charges, if any, for all sign permits. No signs shall contain any material that would be offensive, disparaging or indecent or that would otherwise not be in keeping with comparable gas station properties.

ARTICLE 19.
SECURITY DEPOSIT

A Security deposit in the amount of **Twenty-Five Thousand** ($ **25,000.00**) Dollars (the "Security Deposit") will be held as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms provisions and conditions of this Lease, including but not limited to, the payment of Rent, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. If, as a result of any application by Landlord of all or any part of the Security Deposit, the amount of cash so on deposit with Landlord shall be less than that required pursuant to this subparagraph, Tenant shall forthwith deposit with Landlord cash in an amount equal to the deficiency.

ARTICLE 20.
SECURITY INTEREST

In addition to any statutory lien for rent in Landlord's favor, Landlord (the secured party for purposes hereof) shall have and Tenant (the debtor for purposes hereof) hereby grants to Landlord, an express contract lien and a continuing security interest to secure the payment of all Rent due under the Lease from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant (and any transferees or other occupants of the Premises) presently or hereafter situated on the Premises and upon all proceeds of any insurance which may accrue to Tenant by reason of damage or destruction of any such property. Except upon termination of the Term where no Event of Default exists and except for reasonable replacements from time to time, Tenant shall not remove any of Tenant's property from the Premises, other than pursuant to sale thereof in the regular course of its business, without the prior written consent of Landlord, and Landlord shall have the right, at its sole option and discretion, to take possession of all property of Tenant in the Premises, to store the same in the Premises, or to remove it therefrom and store it in such place as may be selected by Landlord, at Tenant's risk and expense, in accordance with such lien and of any rights of distraint it may possess against Tenant's property. Following an Event of Default, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code of the state in which the Premises is

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

located, including without limitation the right to sell the property described in this paragraph at public or private sale upon 10 days' notice to Tenant, which notice Tenant hereby agrees is adequate and reasonable. Within five (5) days after request by Landlord, Tenant hereby agrees to execute such other instruments necessary or desirable in Landlord's discretion to perfect or continue the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Landlord is authorized by Tenant to file such financing statements and other filings as Landlord deems necessary to preserve and protect the security interest granted herein. Tenant warrants and represents that the collateral subject to the security interest granted herein is not purchased or used by Tenant for personal, family or household purposes. Tenant further represents to Landlord that the lien granted herein constitutes a first and superior lien and that Tenant will not allow the placing of any other lien upon any of the property described in this paragraph without the prior written consent of Landlord. The exercise of the foregoing remedy by Landlord shall not relieve or discharge Tenant from any deficiency owed to Landlord which Landlord has the right to enforce pursuant to any other provision of this Lease.

ARTICLE 21.
MISCELLANEOUS

21.1 WAIVER OF JURY TRIAL AND COUNTERCLAIMS. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER. IN THE EVENT LANDLORD COMMENCES ANY DISPOSSESS PROCEEDING FOR POSSESSION OF THE PREMISES BASED UPON A DEFAULT BY TENANT IN THE PAYMENT OF FIXED ANNUAL RENT OR ADDITIONAL RENT, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN SUCH PROCEEDING. IN CONNECTION WITH ANY SUCH PROCEEDING, OR IN ANY OTHER ACTION OR PROCEEDING TO ENFORCE THIS LEASE OR OBTAIN POSSESSION OF THE PREMISES, THE LANDLORD SHALL BE ENTITLED TO RECOVER ITS COSTS, EXPENSES AND ATTORNEYS FEES FROM THE TENANT.

21.2 OFAC Certification. Each of Landlord and Tenant hereby certify that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Each of Landlord and Tenant hereby agree to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

21.3 Estoppel Certificate. At any time upon not less than ten (10) days' prior written request by Landlord, Tenant shall deliver to Landlord a statement in writing, executed by an authorized officer of Tenant, certifying (a) that, except as otherwise specified, this Lease is unmodified and in full force and effect, (b) the dates to which Basic Rent and Additional Rent have been paid, (c) that, to the knowledge of the signer of such certificate and except as otherwise specified, no default by either Landlord or Tenant exists hereunder, (d) that, except as otherwise specified, there are no proceedings pending or threatened, against Tenant before or

dotloop signature verification: dtlp.us/Q7JJ-w7US-sPZY

by a court or administrative agency which, if adversely decided, would materially and adversely affect the financial condition and operations of Tenant and (e) such other matters as Landlord or Lender may reasonably request. Any such statements by the Tenant may be relied upon by Landlord, any party whom the Landlord notifies Tenant in its request for the certificate is an intended recipient or beneficiary of the certificate, any Lender or their assignees and by any prospective purchaser or mortgagee of any of the Premises. Any certificate required under this Section 21.3 and delivered by Tenant shall state that, in the opinion of each person signing the same, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to the subject matter of such certificate, and shall briefly state the nature of such examination or investigation.

21.4 Confidentiality. Each of Landlord and Tenant shall maintain as confidential (i) any and all information, data and documents obtained about the other party ("**Information**") prior to and following the execution of this Lease (including without limitation, any financial or operating information of, or related to, the Landlord), and (ii) the terms and conditions of this Lease (as originally circulated or as negotiated) and all other documents related to the execution of this Lease. Neither party shall disclose any such Information to any third party except as required by any applicable law, court order, subpoena or legal or regulatory requirement. Notwithstanding the foregoing, Tenant hereby expressly acknowledges and agrees that Landlord's ultimate parent is a publicly traded company and is required to make disclosures of information regarding its tenants in order to comply with applicable rules and regulations promulgated by the securities exchange commission or stock exchange where its securities are listed, and Landlord shall be permitted to disclose any and all information required by applicable Legal Requirements, including, without limitation, the requirements of the securities exchange commission or any public market regulator. Neither Landlord nor Tenant shall make copies of any Information except for use exclusively by Landlord or Tenant, or such party's attorneys, accountants, advisors, consultants, affiliates, lenders and investors as needed in accordance with usual and customary business practices. All copies of such Information will be returned to the party that provided such Information or destroyed after the use of such Information is no longer needed, except to the extent such destruction is prohibited by law, rule or regulation, or, with respect to Landlord, required to be retained pursuant to Landlord's document retention policies. Tenant hereby consents to the disclosure by Landlord of the existence, and the terms and conditions, of this Lease, in accordance with Landlord's general disclosure policy; including, without limitation, disclosures to Landlord's attorneys, accountants, advisors, consultants, affiliates, lenders and investors. Tenant consents to the disclosure by Landlord for general marketing purposes of the existence of this Lease, the purchase price of the Premises, Tenant's use of the proceeds of the sale of the Premises and the nature and location of the Premises, and to the use by Landlord of Tenant's name, tradename or logo and the use of the name, tradename or logo of any sponsor or any other entity having an ownership or management interest in Tenant for the limited purpose of a press release or other announcement of this transaction. This provision shall survive the termination of this Lease.

21.5 No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee or leasehold estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Lease or the leasehold estate hereby created or any interest herein or in such leasehold estate as well as the fee or leasehold estate in the Premises or any interest in such fee or leasehold estate.

21.6 Recording of Lease. Tenant shall not record this Lease or any memorandum or document evidencing this Lease without the written consent of Landlord.

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

21.7 Realty Transfer Tax. Tenant shall be responsible for promptly paying all realty transfer tax, documentary stamp tax or similar tax imposed upon or payable as a result of the negotiation, execution or recording of this Lease or any amendment, extension, modification, memorandum or other document in connection herewith.

21.8 Conveyance by Landlord. The word "Landlord" as used in this Lease means only the owner for the time being of the Premises, so that, if there is a transfer of an owner's interest, the transferor shall be and hereby is entirely freed and relieved of all covenants and obligations of the Landlord hereunder, except any obligations which accrued prior to the date of transfer, and it shall be deemed and construed, without further agreement between the parties or between the parties and the transferee of the Premises, that the transferee has assumed and has agreed to carry out any and all of the Landlord's covenants and obligation hereunder from and after the date of transfer.

21.9 Limitation of Landlord's Liability. Landlord and each successor to Landlord's interest in this Lease shall be liable only during the period of its interest in the Premises and only for obligations accruing during such time; and from and after the transfer by Landlord or such successive owner of its ownership or other interest in the Premises, Tenant shall look solely to the successors to Landlord for the performance of Landlord's obligations hereunder. The liability of Landlord or any successor to Landlord and all of its officers, employees, shareholders or joint venturers or partners, if any, whether general or limited, and whether such controversy or claim is based upon or sounds in statute, contract, warranty, tort or otherwise, shall be limited to Landlord's interest in the Premises and no recourse shall be had for an obligation of Landlord hereunder or with respect to the Premises, or for any claim based thereon or otherwise in respect thereof, against any past, present or future principal, trustee, member, manager, partner, shareholder, officer, director, contractor, agent or employee of Landlord, whether by virtue of any statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such other liability being expressly waived and released by Tenant with respect to the above-named individuals and entities. The provisions of this Section 21.9 shall survive termination of the Term.

21.10 Representation by Counsel. Tenant and Landlord each acknowledge that it was represented by counsel in connection with the negotiation and execution to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

21.11 Access to Premises. Tenant shall permit the Landlord, any Lender and their duly authorized representatives to enter upon the Premises and to inspect the same throughout the Term for purposes of ascertaining compliance and any other purpose permitted in this Lease.

21.12 Time of Essence. Time is of the essence to all terms and conditions of this Lease.

21.13 Separability; Binding Effect. Each provision hereof shall be separate and independent and the breach of any provision by Landlord shall not discharge or relieve Tenant from any of its obligations hereunder. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

21.14 Headings. The headings of the various Sections and Schedules of this Lease have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Lease.

21.15 Counterparts. This Lease may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to each other.

21.16 No Waiver, Amendments. No failure, delay, forbearance or indulgence on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, or as an acquiescence in any breach, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement thereof is sought.

21.17 No Brokers. Each of the Landlord and the Tenant represents and warrants to the other that it has not dealt with any broker in connection with the purchase and leasing of the Premises, and indemnifies the other against the claims of brokers claiming through it.

21.18 Governing Law. The laws of State in which the Premises is located shall govern this Lease.

21.19 Authority. If Tenant is any form of corporation, partnership, limited liability company, association or other organization, Tenant and all person or persons signing this Lease for Tenant below hereby represent and warrant (and acknowledge that Landlord is relying upon such representation and warranty) that such person or persons are authorized to sign this Lease on behalf of, and to bind, Tenant and this Lease has been fully authorized and no further approvals are required.

-Signatures on next page-

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

IN WITNESS WHEREOF, and with the intent to be legally bound hereby, the parties hereto have caused this Lease to be executed as of the date first above written.

LANDLORD: **LGP Realty Holdings LP**
by LGP Realty Holdings GP LLC,
its general partner

By: Glenn Faust dotloop verified 12/19/23 10:02 AM EST UBK3-4N5Z-QDCX-WPAQ
Glenn Faust
Vice President of Wholesale Operations

TENANT: **BAPASHREE LLC**

By: Manubhai B. Shormiya dotloop verified 12/12/23 7:20 PM EST AQHS-CCTP-5HGD-2AMF
Manubhai B. Shormiya
Managing Member

dotloop signature verification: dtlp.us/Q7Jj-w7US-sPZY

SCHEDULE 4.1

Basic Rent

Date	Monthly Rent
Year 1	$2,000.00
Year 2	$2,100.00
Year 3	$2,205.00

Basic Taxes

Tenant will be responsible for all taxes, when due.
Monthly payments will be collected based on the most recent tax bills.

dotloop signature verification: dtlp.us/Q7JJ-w7US-sPZY

SCHEDULE 8

Gas Station Equipment

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2023

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

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

PRODUCER	CONTACT NAME: ANIL SHARMA	
Insurance World Agency Inc 1323 Ogden Ave Downers Grove IL 60515	PHONE (A/C, No, Ext): 630.654.6067	FAX (A/C, No): (630)654-6069
	E-MAIL ADDRESS: INFO@IWAINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire & Casualty Company	13021
INSURED BAPA SHREE LLC DBA PHILLIPS 66 415 W VIRGINIA ST Crystal Lake IL 60014	INSURER B : Employer Insurance Co	10346
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	10137706904	07/11/2023	07/11/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1000000 $ 300000 $ 5000 $ 1,000,000 $ 2000000 $ 2000000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	EIG5320193-00	07/20/2023	07/20/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Business Contents Liquor Liability	X	X	10137706904	07/11/2023	07/11/2024	Contents Liquor Liability	180,000 1,000,000

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

B	LIQUOR BOND	X	X	LSM1790231	09/11/2023	09/11/2024	LIQUOR BOND	1,000

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fax: Email:

© 1988-2015 ACORD CORPORATION. All rights reserved.

RLI®
SURETY

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

LICENSE AND PERMIT BOND

Bond No. LSM1790231

KNOW ALL MEN BY THESE PRESENTS:

That we, BAPA SHREE LLC
415 W VIRGINIA ST
Crystal Lake, IL 60014

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

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

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 11th day of September, 2023, and ending on the 11th day of September, 2024.

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

Dated this 11th day of September, 2023.

Principal
(Individual, Partner or Corporate Officer)

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By B.W.D.

Barton W. Davis — Vice President

POWER OF ATTORNEY

RLI Insurance Company

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

Bond No. LSM1790231

Know All Men by These Presents:

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

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

Principal: BAPA SHREE LLC

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

Type Bond: LIQUOR SALES

Bond Amount: $ 1,000.00

Effective Date: September 11, 2023

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

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

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

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of September, 2023.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

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

State of Illinois
County of Peoria } SS

On this 11th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

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

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

CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 11th day of September, 2023.

RLI Insurance Company

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

A0083221

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: ANNEXATION PUBLIC HEARING

REPORT OF THE PLANNING & ZONING COMMISSION

Request: 1. Comprehensive Land Use Plan Map Amendment from Commerce to Industry

2. Rezoning upon Annexation from E Estate Residential to M-L PUD Manufacturing Limited Planned Unit Development

3. Preliminary Planned Unit Development

4. Special Use Permit to allow a self-storage facility with outdoor storage

Petitioner: Berman-Lapentina Enterprises, LLC

4504 E. Terra Cotta Avenue

PZC Recommendation: Motion to:

1. Adopt the Annexation Ordinance; and
2. The Planning & Zoning Commission (PZC) provided a non-recommendation to adopt an Ordinance granting Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Rezoning upon Annexation from E Estate Residential to M-L PUD Manufacturing Limited, Preliminary Planned Unit Development and Special Use Permit to allow a self-storage facility with outdoor storage at 4504 E. Terra Cotta Avenue.

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

Background:

- Request: The petitioner is requesting a Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Rezoning upon Annexation from E Estate Residential to M-L PUD

Manufacturing Limited Planned Unit Development, Preliminary Planned Unit Development and Special Use Permit to allow a self-storage facility with outdoor storage

- Land Use: The current Comprehensive Plan land use designation is Commerce. The appropriate land use designation for a self-storage facility is Industry.
- Zoning: The site is currently located in unincorporated McHenry County. It is three (3) parcels each zoned a different zoning district. The McHenry County zoning districts are B2 – Neighborhood Business, B3 – General Business and R1 – Single-Family Residential. Upon annexation the property defaults to E – Estate zoning, a portion of the request is to be rezoned to M-L PUD Manufacturing Limited Planned Unit Development.
- The subject property is the former Crystal Bowl bowling alley located at the northeast intersection of Route 31 and Route 176 in unincorporated McHenry County. Currently, a portion of the parking lot is used for truck-driving training, and the eastern portion of the property is undeveloped. There is also a freestanding billboard sign at the far northwestern corner.
- The property received zoning approvals in McHenry County to reclassify the parcels to B-3 General Commercial. The B-3 zoning district allows self-storage facilities as permitted uses. At this time, the petitioner is requesting annexation and zoning approvals for the proposal.
- The property is requesting annexation to receive access to City utilities.



Key Points:

- The proposed development includes a three-story, 112,644 square foot, 711-unit self-storage building with outside storage space.
- The following PUD variations are requested and would be incorporated into the approval unless otherwise expressed in a motion:
    - Building height: Building height of 42 feet and three (3) stories. The UDO allows 28 feet and two stories. This is a variation of 14 feet and one (1) story.

- Front yard setback: Front yard setback of 69 feet. The UDO requires 80 feet. This is a variation of 11 feet.
- Landscape Buffer: 7.5-foot landscape buffer from an industrial use to a commercial use, a variation of 22.5 feet. The UDO requires 30 feet. A 30-foot landscape buffer requires 3 evergreen trees + 1 overstory deciduous tree + 4 understory trees + 8 shrubs. The existing trees and other vegetation will remain.
- Foundation landscaping: 0-foot wide foundation landscape area around all perimeters of the building, a variation of five (5) feet. Foundation plantings must contain both deciduous and evergreen species of tree and shrubs providing an interesting visual patter around the building.
- Parking lot islands: No landscape island (only one (1) is required) for 15 parking spaces every 10 parking spaces, a variation of one (1) landscape island. **At the PZC hearing, the petitioners agreed to add in the required landscape island, therefore, eliminating this variation.**
- Industrial Design Standards: The proposed building does not meet the required number of industrial design standards such as building form and mass, rooflines and parapet, building materials, entrance design, and overall façade design.
- Special Use Criteria.
  - Site Layout: Buildings shall be situated such that the doorways or access points are facing away from the yards abutting a street rights-of-ways.
  - Landscaping: Landscaping shall be provided within a minimum five-foot wide landscape beds along the foundations of the ends of the storage buildings in accordance with the provisions of Section 4-400 Landscaping and screening standards.

- Access is provided via a right-in/right-out on Route 176. The outdoor storage area is located behind the building.
- Industrial developments are required to comply with at least three (3) of the optional design standards. The proposed building meets (one) 1 of the six (6) design standards. A recommended condition of approval is for the petitioners to work with staff on ways to further enhance the elevations, including additional higher panels, wall offsets, faux windows, increased masonry, and flat projecting awning over the entrance to highlight the front door, and to reduce to the number of exterior doors to allow for foundation landscaping.
- The petitioners will maintain most of the existing trees on the southern and eastern portions of the property in an effort to keep the existing buffer between the neighboring residential properties.
- The outdoor storage area will be screen by an 8-foot high board-on-board fence.
- As a condition of approval, Staff is recommending the existing billboard sign is removed as the UDO does not allow for off-premise signage or signs that are over six feet in height and 32 square feet for industrial uses.

PZC Highlights:

- The petitioners' representative spoke to the required zoning relief and variations, site layout, elevations, and landscaping. They explained the building will be modern, safe, secure, air-conditioned and heated, well-lit, well-maintained with the ability to load/unload indoors. Clientele will have access during normal business hours. Storage facilities generate very little traffic. On a busy day, there are 8-10 trips.
- The petitioners' representative explained this is a difficult site due to its configuration and shape, topography, access and existing vegetation. In an effort to save the existing trees, which provide a significant buffer to the residential to the east, the building had to be moved forward and increased to three stories to reduce the footprint. With tight access around the building and first floor exterior doors, it does not allow for foundation landscaping. The petitioners' representative explained the elevations and the changes they made based on staff's recommendations. They noted they still have work to do. They agreed to install the required landscape island, which would reduce the variation requirement.
- The PZC was split in their decision. Some had concerns with the Comprehensive Land Use Plan Map Amendment changing from Commerce to Industry. They noted it was an entry point to Crystal Lake and were not sure this was an appropriate use at this location. Others were supportive but expressed concerns with three stories and potential traffic. The PZC was appreciative the petitioners were keeping the existing, mature trees as a buffer to the residential.

The PZC recommended **denial (3-3)** of the petitioners' request, which results in a non-recommendation.

If a motion is made to approve the request, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Berman-Lapetina Enterprises, LLC, dated 09/22/2023, received 09/27/2023)
   B. Site Plan (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   C. Elevations (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   D. Color Renderings (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   E. Floor Plans (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   F. Landscape Plan (Dickson Design Studio, dated 12/06/2023, received 12/19/2023)
   G. Preliminary Civil Plans (Northwestern Engineering Consultants, P.C., dated 09/15/2023, received 09/27/2023)
   H. Topographic Survey (Vanderstappen Land Surveying, Inc., dated 08/10/2023, received 09/27/2023)

2. Elevations:
   A. Work with staff on ways to further enhance the elevations, such as additional higher panels, walls offsets and faux windows to break up the long wall expanses.
   B. Reduce the number of exterior doors to allow for some foundation landscaping along the northwest elevation.
   C. Provide decorative exterior doors to provide variation.
   D. Increase the masonry around the base of the building.

E. Add a flat projecting awning over the entrance to highlight the front door.

3. The site plan must be revised to increase the parking stall lengths to 19 feet in length to meet the UDO requirements.

4. Landscape Plan/Tree Survey
   A. A Final Landscape Plan must be submitted with Final Planned Unit Development that complies with the landscape requirements of the UDO's Section 4-400.
   B. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
   C. Provide the required landscaping (one (1) canopy or ornamental tree and five (5) shrubs) at each end of the parking row.
   D. Add foundation landscaping along the building were no overhead doors are located.

5. Final Engineering Plans must be submitted with Final Planned Unit Development in compliance with the City's Code and Stormwater ordinances.

6. The petitioner shall provide a copy of the billboard lease prior to the City Council meeting. The billboard sign must be removed including all structural components 90 days after the expiration of the current lease.

7. Signage must comply with the requirements of Section 4-1000 of the UDO.

8. A Final Photometric and Lighting Plan must be submitted with Final Planned Unit Development that complies with the lighting requirements of Section 4-800 of the UDO.

9. Any expansion of the outdoor storage area would require a planned unit development amendment.

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

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Rezoning upon Annexation from E Estate Residential to M-L Manufacturing Limited, Preliminary Planned Unit Development, and Special Use Permit to allow a self-storage facility with outdoor storage at 4504 E. Terra Cotta Avenue. 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:

Berman-Lapetina Enterprises, LLC

Petitioner's Name: By: [signature] member Date: 1-5-23
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Berman-Lapetina Enterprises, LLC, dated 09/22/2023, received 09/27/2023)
   B. Site Plan (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   C. Elevations (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   D. Color Renderings (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   E. Floor Plans (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   F. Landscape Plan (Dickson Design Studio, dated 12/06/2023, received 12/19/2023)
   G. Preliminary Civil Plans (Northwestern Engineering Consultants, P.C., dated 09/15/2023, received 09/27/2023)
   H. Topographic Survey (Vanderstappen Land Surveying, Inc., dated 08/10/2023, received 09/27/2023)

2. Elevations:
   A. Work with staff on ways to further enhance the elevations, such as additional higher panels, walls offsets and faux windows to break up the long wall expanses.

B. Reduce the number of exterior doors to allow for some foundation landscaping along the northwest elevation.
C. Provide decorative exterior doors to provide variation.
D. Increase the masonry around the base of the building.
E. Add a flat projecting awning over the entrance to highlight the front door.

3. The site plan must be revised to increase the parking stall lengths to 19 feet in length to meet the UDO requirements.

4. Landscape Plan/Tree Survey
   A. A Final Landscape Plan must be submitted with Final Planned Unit Development that complies with the landscape requirements of the UDO's Section 4-400.
   B. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
   C. Provide the required landscaping (one (1) canopy or ornamental tree and five (5) shrubs) at each end of the parking row.
   D. Add foundation landscaping along the building were no overhead doors are located.

5. Final Engineering Plans must be submitted with Final Planned Unit Development in compliance with the City's Code and Stormwater ordinances.

6. The petitioner shall provide a copy of the billboard lease prior to the City Council meeting. The billboard sign must be removed including all structural components 90 days after the expiration of the current lease.

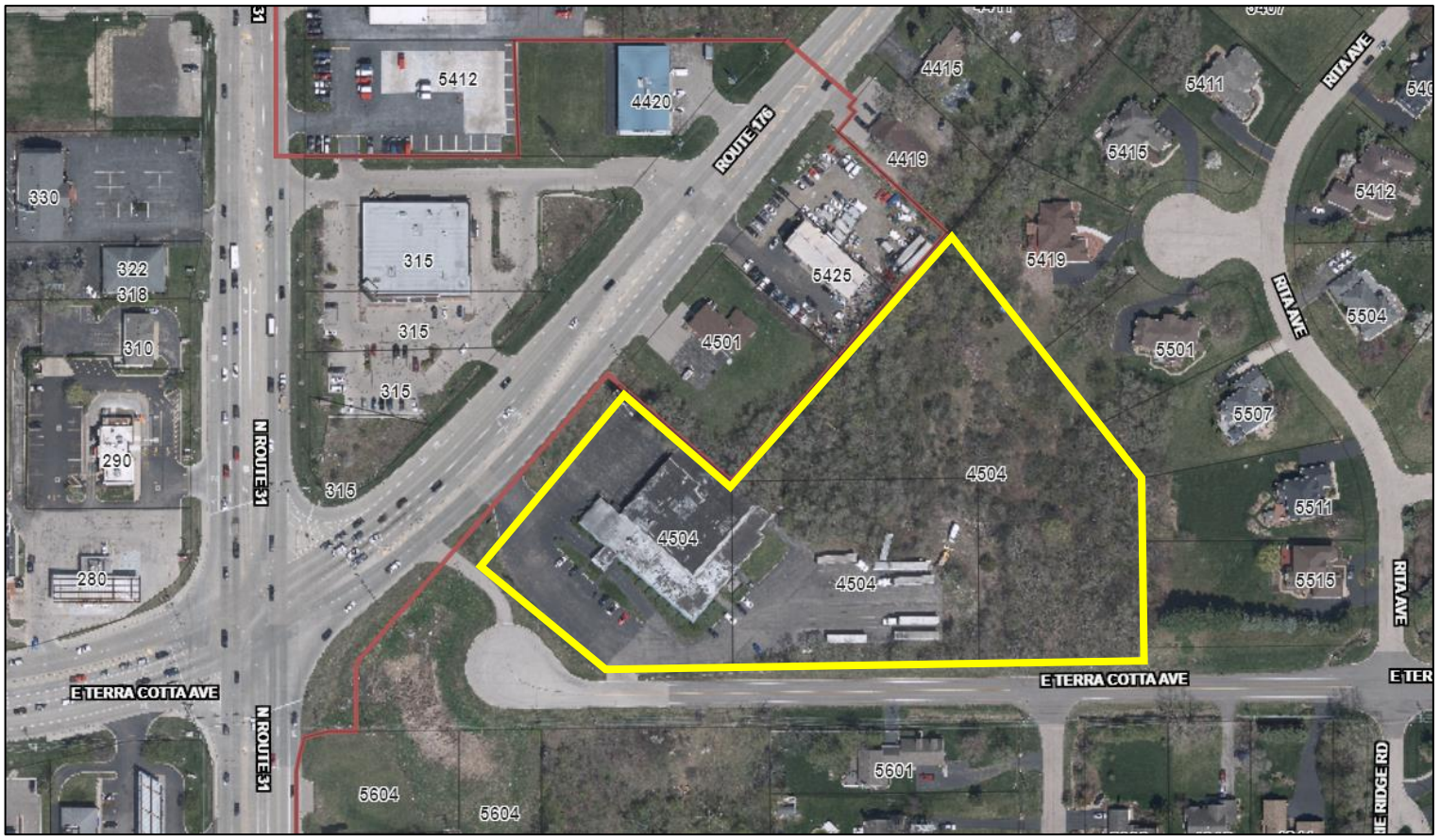
7. Signage must comply with the requirements of Section 4-1000 of the UDO.

8. A Final Photometric and Lighting Plan must be submitted with Final Planned Unit Development that complies with the lighting requirements of Section 4-800 of the UDO.

9. Any expansion of the outdoor storage area would require a planned unit development amendment.

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

PIQ Map
4504 E. Terra Cotta Avenue, Crystal Lake, IL



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

WHEREAS, a written Petition, signed by the legal owners of all land within the territory hereinafter described, has been filed with the City Clerk of the City of Crystal Lake, McHenry County, Illinois, requesting that said territory be annexed to the City of Crystal Lake; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Crystal Lake; and

WHEREAS, said territory is not part of any public library district; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, all Petitions, documents and other necessary legal requirements are in full compliance with the requirements of the Statues of the State of Illinois, specifically 65 ILCS 5/7-1-8; and

WHEREAS, annexation of the territory by the City is also authorized under, and is in compliance with the requirements of, Section 7-1-10 of the Illinois Municipal Code, 65ILCS 5/7-1-10; and

Draft

WHEREAS, it is in the best interests of the City of Crystal Lake that said territory be annexed thereto.

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

SECTION I: The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

SECTION II: That the territory legally described in Exhibit "A" attached hereto and made a part hereof, be and the same is hereby annexed to the City of Crystal Lake, McHenry County, Illinois.

SECTION III: That the City Clerk of the City of Crystal Lake is hereby directed to record in the Office of the Recorder of Deeds of McHenry County, Illinois, being the County in which the aforesaid annexed territory is situated, a certified copy of this Ordinance together with an accurate map of the territory hereby annexed, said map being attached hereto and made a part hereof and labeled Exhibit "B". Additionally, the City Clerk is authorized and directed to cause a certified copy of this Ordinance, together with an accurate map to be filed in the Office of the County Clerk of McHenry County, Illinois.

SECTION IV: That this Ordinance shall be in full force and effect from and after its passage and approval.

AYES:

NAYS:

ABSENT:

PASSED this 16th day of January, 2024.

APPROVED by me this 16th day of January, 2024.

Draft

Ord. No.
File No.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: January 16, 2024
Approved: January 16, 2024

Draft

Ord. No.
File No.

C E R T I F I C A T I O N

I, NICK KACHIROUBAS, do hereby certify that I am the duly elected, authorized and acting City Clerk of the City of Crystal Lake, County of McHenry, and State of Illinois, and that as such City Clerk I am the keeper of the records and minutes of the proceedings of the Mayor and Councilmembers to the said City.

I do hereby certify that the following "AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS" is a true and correct copy of Ordinance Number _____ duly passed and approved at a regular meeting of said Mayor and Council; held on the 16th day of January, 2024, at which time ___ councilmembers were present and ___ councilmembers were absent.

Motion was made by Councilmember _____ and seconded by Councilmember _____ that the following Ordinance be passed and approved. Upon roll-call vote, ___ councilmembers voted AYE and _____ councilmembers voted NAY; whereupon said Ordinance was declared duly passed and was thereupon approved by the Mayor.

Draft

_____
CITY CLERK

(SEAL)

Prepared by:

City of Crystal Lake
Community Development
100 W. Woodstock Street
Crystal Lake, IL 60014

After recording, return to:

City of Crystal Lake
Community Development
100 W. Woodstock Street
Crystal Lake, IL 60014

Ord. No.
File No.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF STATE ROUTE 176, A DISTANCE OF 568.95 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE CENTERLINE OF STATE ROUTE 176, A DISTANCE OF 250.00 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 48 DEGREES 30 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; A DISTANCE OF 564.24 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A P.K. NAIL IN THE PAVEMENT MARKING THE CENTER OF THE AFOREMENTIONED SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER 25.63 FEET TO A POINT ON THE CENTERLINE OF ROUTE 176, SAID POINT MARKS THE TRUE BEGINNING OF PLACE; THENCE NORTH 41 DEGREES 14 MINUTES 00 SECONDS EAST ALONG THE CENTERLINE OF ILLINOIS ROUTE 176, A DISTANCE OF 568.95 FEET; THENCE SOUTH 48 DEGREES 46 MINUTES 00 SECONDS EAST, 49.82 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176, SAID POINT MARKS THE BEGINNING OF A 1002.9 FEET RADIUS, NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 49 DEGREES 51 MINUTES 00 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE WITH SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREES 05 MINUTES 00.4 SECONDS, A DISTANCE OF 18.96 FET TO AN IRON PIPE; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 41 DEGREES 14 MINUTES 00 SECONDS WEST, 448.40 FEET TO AN IRON PIN WITH A 3 INCH ALUMINUM CAP; THENCE SOUTH 24 DEGREES 32 MINUTES 28 SECONDS EAST, 9.85 FEET TO AN IRON PIN WITH A 3 INCH ALUMINUM CAP; THENCE SOUTH 00 DEGREES 19 MINUTES 00 SECONDS EAST, 33.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG THE QUARTER SECTION LINE, 108.84 FEET TO THE TRUE PLACE OF BEGINNING. ALSO EXCEPTING THEREFROM THAT PART TAEKN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE 11ED80 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 132.56 FEET TO THE

Draft

PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 ACCORDING TO CONDEMNATION CASE #84ED1, FILED MAY 3, 1984; THENCE NORTH 24 DEGREES 45 MINUTES 38 SECONDS WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS ROUTE 176, A DISTANCE OF 9.85 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 RECORDED NOVEMBER 2, 1934 AS DOCUMENT NO. 112342; THENCE NORTH 41 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 A DISTANCE OF 449.59 FEET (448.40 FEET, RECORDED) TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 19.38 FEET (18.96 FEET, RECORDED) ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 ON A CURVE TO THE LEFT HAVING A RADIUS OF 1002.90 FEET, THE CHORD OF SAID CURVE BEARS NORTH 40 DEGREES 27 MINUTES 22 SECONDS EAST, 1938 FEET TO THE SOUTHWESTERLY LINE OF LOT 1 IN HUTTON'S SUBDIVISION RECORDED MAY 22, 1958 AS DOCUMENT NO. 338561 AND CORRECTED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958 AD DOCUMENT NO. 34352, BEING ALSO A NORTHEASTERLY LINE OF THE GRANTOR; THENCE SOUTH 48 DEGREES 59 MINUTES 26 SECOND EAST ALONG THE SOUTHWESTERLY LINE OF LOT 1 IN SAID HUTTON'S SUBDIVISION, BEING ALSO A NORTHEASTERLY LINE OF THE GRANTOR, A DISTANCE OF 20.44 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 27.28 FEET; THENCE SOUTH 50 DEGREES 22 MINUTES 38 SECONDS EAST, A DISTANCE OF 11.04 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 251.77 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 192.52 FEET TO THE NORTH RIGHT-OF-WAY LINE OF TERRA COTTA AVE, AS STAKED AND OCCUPIED, BEING 33.00 FEET NORMALLY DISTANT NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 00 DEGREES 31 MINUTES 51 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 28 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 296.02 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 564.24 FEET FOR THE PLACE OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 300.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET TO THE SOUTH LINE OF THE

Draft

NORTHEAST QUARTER OF SAID SECTION 34; THENCE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, (SAID POINT BEING 25.43 FEET EAST OF THE CENTER OF SECTION 34); THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 864.24 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 260.46 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE THAT MAKES AN ANGLE OF 38 DEGREES 07 MINUTES MEASURED TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 381.19 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF HUTTON'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1956 AS DOCUMENT NO. 338561, IN BOOK 13 OF PLATS, PAGE 60, AS AMENDED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958, AS DOCUMENT NO. 343452, THAT IS COMMON TO LOTS 4 AND 5; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF HUTTON'S SUBDIVISION, BEING ON A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 400.12 FEET TO A POINT; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 0.35 FEET TO A POINT; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, FOR A DISTANCE OF 300.0 FEET TO A POINT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 260.46 FEET TO THE PLACE OF BEGINNING, IN TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINICIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOS.

COMMONLY KNOWN AS 4504 E. Terra Cotta Avenue in Crystal Lake, Illinois 60014. PIN: 14-34-252-03, 14-34-252-013 AND 14-34-252-014.

Draft

Ord. No.
File No.

EXHIBIT “B”
PLAT OF ANNEXATION

Draft

Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE ZONING CERTAIN PROPERTY "M-L PUD" MANUFACTURING LIMITED PLANNED UNIT DEVELOPMENT AND GRANTING A COMPREHENSIVE LAND USE PLAN MAP AMENDMENT FROM COMMERCE TO INDUSTRY, PRELIMINARY PLANNED UNIT DEVELOPMENT AND SPECIAL USE PERMIT FOR A SELF-STORAGE FACILITY

Draft

WHEREAS, Berman-Lapentina Enterprises, LLC, (hereinafter, the "Owner") is the owner of property legally described in Exhibit A, attached hereto (hereinafter, the "Subject Property"); and

WHEREAS, pursuant to an application filed by the Owner, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on December 16, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on January 3, 2024 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed zoning of the Subject Property to "M-L PUD" Manufacturing Limited Planned Unit Development and granting of a Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Preliminary Planned Unit Development and Special Use Permit; and

WHEREAS, on January 3, 2024, 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 provided a non-recommendation to the Mayor and City

Council of the City of Crystal Lake that the zoning of the Property be changed to "M-L PUD" Manufacturing Limited Planned Unit Development and a Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Preliminary Final Planned Unit Development and Special Use Permit all as more specifically set forth in that certain Report of the Planning and Zoning Commission in Case #PLN-2023-00198, dated as of January 3, 2024; and

WHEREAS, the City Council of the City of Crystal Lake, pursuant to notice duly published on January 6, 2024 in the Northwest Herald, held a public hearing at 7:00 p.m., on December 16, 2024 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed annexation of the subject property (Exhibit A); and

WHEREAS, said territory has been duly annexed by ordinance to the City of Crystal Lake; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the property legally described herein below be classified and zoned as indicated.

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

SECTION I: Recitals: The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

SECTION II: That the following described Property is hereby zoned and classified "M-L PUD" Manufacturing Limited Planned Unit Development district.

PARCEL 1:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34,

Draft

TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF STATE ROUTE 176, A DISTANCE OF 568.95 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE CENTERLINE OF STATE ROUTE 176, A DISTANCE OF 250.00 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 48 DEGREES 30 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; A DISTANCE OF 564.24 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A P.K. NAIL IN THE PAVEMENT MARKING THE CENTER OF THE AFOREMENTIONED SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER 25.63 FEET TO A POINT ON THE CENTERLINE OF ROUTE 176, SAID POINT MARKS THE TRUE BEGINNING OF PLACE; THENCE NORTH 41 DEGREES 14 MINUTES 00 SECONDS EAST ALONG THE CENTERLINE OF ILLINOIS ROUTE 176, A DISTANCE OF 568.95 FEET; THENCE SOUTH 48 DEGREES 46 MINUTES 00 SECONDS EAST, 49.82 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176, SAID POINT MARKS THE BEGINNING OF A 1002.9 FEET RADIUS, NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 49 DEGREES 51 MINUTES 00 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE WITH SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREES 05 MINUTES 00.4 SECONDS, A DISTANCE OF 18.96 FET TO AN IRON PIPE; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 41 DEGREES 14 MINUTES 00 SECONDS WEST, 448.40 FEET TO AN IRON PIN WITH A 3 INCH ALUMINUM CAP; THENCE SOUTH 24 DEGREES 32 MINUTES 28 SECONDS EAST, 9.85 FEET TO AN IRON PIN WITH A 3 INCH ALUMINUM CAP; THENCE SOUTH 00 DEGREES 19 MINUTES 00 SECONDS EAST, 33.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG THE QUARTER SECTION LINE, 108.84 FEET TO THE TRUE PLACE OF BEGINNING. ALSO EXCEPTING THEREFROM THAT PART TAEKN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE 11ED80 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 132.56 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS

Draft

ROUTE 176 ACCORDING TO CONDEMNATION CASE #84ED1, FILED MAY 3, 1984; THENCE NORTH 24 DEGREES 45 MINUTES 38 SECONDS WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS ROUTE 176, A DISTANCE OF 9.85 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 RECORDED NOVEMBER 2, 1934 AS DOCUMENT NO. 112342; THENCE NORTH 41 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 A DISTANCE OF 449.59 FEET (448.40 FEET, RECORDED) TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 19.38 FEET (18.96 FEET, RECORDED) ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 ON A CURVE TO THE LEFT HAVING A RADIUS OF 1002.90 FEET, THE CHORD OF SAID CURVE BEARS NORTH 40 DEGREES 27 MINUTES 22 SECONDS EAST, 1938 FEET TO THE SOUTHWESTERLY LINE OF LOT 1 IN HUTTON'S SUBDIVISION RECORDED MAY 22, 1958 AS DOCUMENT NO. 338561 AND CORRECTED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958 AD DOCUMENT NO. 34352, BEING ALSO A NORTHEASTERLY LINE OF THE GRANTOR; THENCE SOUTH 48 DEGREES 59 MINUTES 26 SECOND EAST ALONG THE SOUTHWESTERLY LINE OF LOT 1 IN SAID HUTTON'S SUBDIVISION, BEING ALSO A NORTHEASTERLY LINE OF THE GRANTOR, A DISTANCE OF 20.44 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 27.28 FEET; THENCE SOUTH 50 DEGREES 22 MINUTES 38 SECONDS EAST, A DISTANCE OF 11.04 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 251.77 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 192.52 FEET TO THE NORTH RIGHT-OF-WAY LINE OF TERRA COTTA AVE, AS STAKED AND OCCUPIED, BEING 33.00 FEET NORMALLY DISTANT NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 00 DEGREES 31 MINUTES 51 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 28 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 296.02 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 564.24 FEET FOR THE PLACE OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET; THENCE EASTERLY

Draft

PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 300.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, (SAID POINT BEING 25.43 FEET EAST OF THE CENTER OF SECTION 34); THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 864.24 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 260.46 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE THAT MAKES AN ANGLE OF 38 DEGREES 07 MINUTES MEASURED TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 381.19 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF HUTTON'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1956 AS DOCUMENT NO. 338561, IN BOOK 13 OF PLATS, PAGE 60, AS AMENDED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958, AS DOCUMENT NO. 343452, THAT IS COMMON TO LOTS 4 AND 5; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF HUTTON'S SUBDIVISION, BEING ON A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 400.12 FEET TO A POINT; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 0.35 FEET TO A POINT; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, FOR A DISTANCE OF 300.0 FEET TO A POINT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 260.46 FEET TO THE PLACE OF BEGINNING, IN TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINICIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4504 E. Terra Cotta Avenue in Crystal Lake, Illinois 60014. PIN: 14-34-252-03, 14-34-252-013 AND 14-34-252-014.

Draft

SECTION III: That a Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Preliminary Planned Unit Development and Special Use Permit for a self-storage facility with outdoor storage are hereby granted for the property commonly known as 4504 E. Terra Cotta Avenue, Crystal Lake, IL (PINs 14-34-252-03, 14-34-252-013 and 14-34-252-014) subject to the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Berman-Lapetina Enterprises, LLC, dated 09/22/2023, received 09/27/2023)
   B. Site Plan (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   C. Elevations (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   D. Color Renderings (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   E. Floor Plans (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   F. Landscape Plan (Dickson Design Studio, dated 12/06/2023, received 12/19/2023)
   G. Preliminary Civil Plans (Northwestern Engineering Consultants, P.C., dated 09/15/2023, received 09/27/2023)
   H. Topographic Survey (Vanderstappen Land Surveying, Inc., dated 08/10/2023, received 09/27/2023)

2. Elevations:
   A. Work with staff on ways to further enhance the elevations, such as additional higher panels, walls offsets and faux windows to break up the long wall expanses.
   B. Reduce the number of exterior doors to allow for some foundation landscaping along the northwest elevation.
   C. Provide decorative exterior doors to provide variation.
   D. Increase the masonry around the base of the building.
   E. Add a flat projecting awning over the entrance to highlight the front door.

3. The site plan must be revised to increase the parking stall lengths to 19 feet in length to meet the UDO requirements.

4. Landscape Plan/Tree Survey
   A. A Final Landscape Plan must be submitted with Final Planned Unit Development that complies with the landscape requirements of the UDO's Section 4-400.

Draft

B. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
C. Provide the required landscaping (one (1) canopy or ornamental tree and five (5) shrubs) at each end of the parking row.
D. Add foundation landscaping along the building were no overhead doors are located.

5. Final Engineering Plans must be submitted with Final Planned Unit Development in compliance with the City's Code and Stormwater ordinances.

6. The petitioner shall provide a copy of the billboard lease prior to the City Council meeting. The billboard sign must be removed including all structural components 90 days after the expiration of the current lease.

7. Signage must comply with the requirements of Section 4-1000 of the UDO.

8. A Final Photometric and Lighting Plan must be submitted with Final Planned Unit Development that complies with the lighting requirements of Section 4-800 of the UDO.

9. Any expansion of the outdoor storage area would require a planned unit development amendment.

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

Draft

SECTION IV: That the City Clerk is hereby directed to amend the official zoning map of the City of Crystal Lake and all pertinent records of the City of Crystal Lake to show the Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Preliminary Planned Unit Development and Special Use Permit, and zoning classification of the above-described property in accordance with the provisions of this Ordinance, as provided by law.

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

Ord. No.
File No.

AYES:

NAYS:

ABSENT:

PASSED this 16th day of January, 2024.

APPROVED by me this 16th day of January, 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____

Haig Haleblian, Mayor

SEAL

ATTEST:

_____

Nick Kachiroubas, City Clerk

Passed: January 16, 2024
Approved: January 16, 2024

Draft

EXHIBIT A

PARCEL 1:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF STATE ROUTE 176, A DISTANCE OF 568.95 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE CENTERLINE OF STATE ROUTE 176, A DISTANCE OF 250.00 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 48 DEGREES 30 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; A DISTANCE OF 564.24 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A P.K. NAIL IN THE PAVEMENT MARKING THE CENTER OF THE AFOREMENTIONED SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER 25.63 FEET TO A POINT ON THE CENTERLINE OF ROUTE 176, SAID POINT MARKS THE TRUE BEGINNING OF PLACE; THENCE NORTH 41 DEGREES 14 MINUTES 00 SECONDS EAST ALONG THE CENTERLINE OF ILLINOIS ROUTE 176, A DISTANCE OF 568.95 FEET; THENCE SOUTH 48 DEGREES 46 MINUTES 00 SECONDS EAST, 49.82 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176, SAID POINT MARKS THE BEGINNING OF A 1002.9 FEET RADIUS, NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 49 DEGREES 51 MINUTES 00 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE WITH SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREES 05 MINUTES 00.4 SECONDS, A DISTANCE OF 18.96 FET TO AN IRON PIPE; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 41 DEGREES 14 MINUTES 00 SECONDS WEST, 448.40 FEET TO AN IRON PIN WITH A 3 INCH ALUMINUM CAP; THENCE SOUTH 24 DEGREES 32 MINUTES 28 SECONDS EAST, 9.85 FEET TO AN IRON PIN WITH A 3 INCH ALUMINUM CAP; THENCE SOUTH 00 DEGREES 19 MINUTES 00 SECONDS EAST, 33.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG THE QUARTER SECTION LINE, 108.84 FEET TO THE TRUE PLACE OF BEGINNING. ALSO EXCEPTING THEREFROM THAT PART TAEKN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE 11ED80 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 89

Draft

DEGREES 28 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 132.56 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 ACCORDING TO CONDEMNATION CASE #84ED1, FILED MAY 3, 1984; THENCE NORTH 24 DEGREES 45 MINUTES 38 SECONDS WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS ROUTE 176, A DISTANCE OF 9.85 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 RECORDED NOVEMBER 2, 1934 AS DOCUMENT NO. 112342; THENCE NORTH 41 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 A DISTANCE OF 449.59 FEET (448.40 FEET, RECORDED) TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 19.38 FEET (18.96 FEET, RECORDED) ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 ON A CURVE TO THE LEFT HAVING A RADIUS OF 1002.90 FEET, THE CHORD OF SAID CURVE BEARS NORTH 40 DEGREES 27 MINUTES 22 SECONDS EAST, 1938 FEET TO THE SOUTHWESTERLY LINE OF LOT 1 IN HUTTON'S SUBDIVISION RECORDED MAY 22, 1958 AS DOCUMENT NO. 338561 AND CORRECTED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958 AD DOCUMENT NO. 34352, BEING ALSO A NORTHEASTERLY LINE OF THE GRANTOR; THENCE SOUTH 48 DEGREES 59 MINUTES 26 SECOND EAST ALONG THE SOUTHWESTERLY LINE OF LOT 1 IN SAID HUTTON'S SUBDIVISION, BEING ALSO A NORTHEASTERLY LINE OF THE GRANTOR, A DISTANCE OF 20.44 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 27.28 FEET; THENCE SOUTH 50 DEGREES 22 MINUTES 38 SECONDS EAST, A DISTANCE OF 11.04 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 251.77 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 192.52 FEET TO THE NORTH RIGHT-OF-WAY LINE OF TERRA COTTA AVE, AS STAKED AND OCCUPIED, BEING 33.00 FEET NORMALLY DISTANT NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 00 DEGREES 31 MINUTES 51 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 28 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 296.02 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST

Draft

QUARTER OF SAID SECTION 34 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 564.24 FEET FOR THE PLACE OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 300.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, (SAID POINT BEING 25.43 FEET EAST OF THE CENTER OF SECTION 34); THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 864.24 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 260.46 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE THAT MAKES AN ANGLE OF 38 DEGREES 07 MINUTES MEASURED TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 381.19 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF HUTTON'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1956 AS DOCUMENT NO. 338561, IN BOOK 13 OF PLATS, PAGE 60, AS AMENDED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958, AS DOCUMENT NO. 343452, THAT IS COMMON TO LOTS 4 AND 5; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF HUTTON'S SUBDIVISION, BEING ON A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 400.12 FEET TO A POINT; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 0.35 FEET TO A POINT; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, FOR A DISTANCE OF 300.0 FEET TO A POINT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 260.46 FEET TO THE PLACE OF BEGINNING, IN TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINICIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOS.

Draft

COMMONLY KNOWN AS 4504 E. Terra Cotta Avenue in Crystal Lake, Illinois 60014. PIN: 14-34-252-03, 14-34-252-013 AND 14-34-252-014.

Draft

#PLN-2023-198
4504 E. Terra Cotta Avenue – Rezoning, Comprehensive Land Use Plan Map Amendment, Preliminary PUD and Special Use Permit
Project Review for Planning and Zoning Commission

Date:	January 3, 2024
Request:	1. Comprehensive Land Use Plan Map Amendment from Commerce to Industry 2. Rezoning upon Annexation from E Estate Residential to M-L Manufacturing Limited 3. Preliminary Planned Unit Development 4. Special Use Permit to allow a self-storage facility with outdoor storage
Location:	4504 E. Terra Cotta Avenue
Acreage:	Approximately 6.41 acres
Zoning:	B-2 PUD General Commercial
Surrounding Properties:	North: B-2 PUD General Commercial South: City Limits – B1-V Neighborhood Business, R1 Single-Family Residential and R1-V Single-Family Residential East: City Limits – R1 Single-Family Residential West: B-2 PUD General Commercial Planned Unit Development
Staff Contact:	Katie Rivard (815.356.3612)

Background:

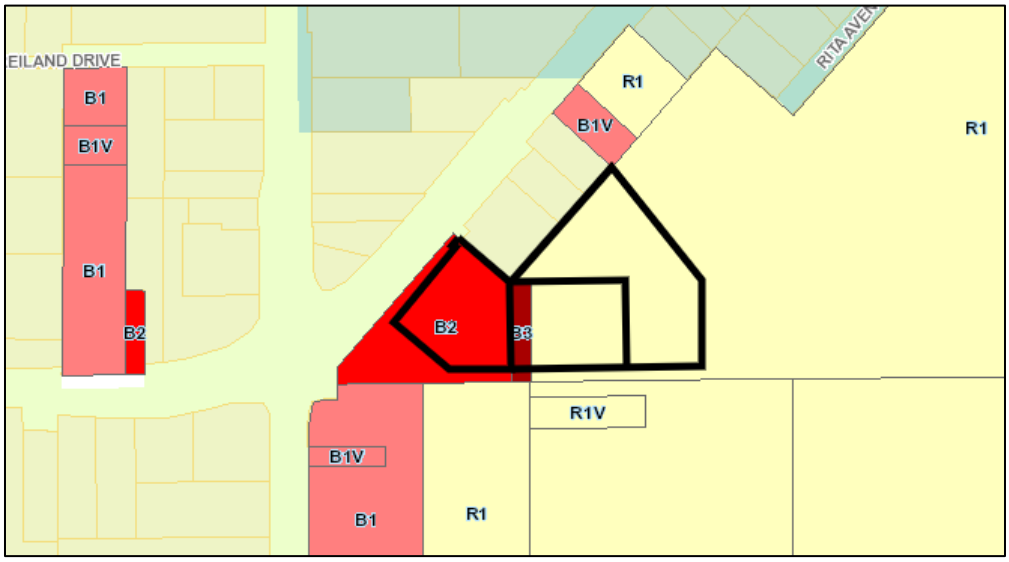
- The subject property is the former Crystal Bowl bowling alley located at the northeast intersection of Route 31 and Route 176 in unincorporated McHenry County. A portion of the parking lot is used for truck-driving training, and the eastern portion of the property is undeveloped. There is also a freestanding billboard sign at the far northwestern corner.
- The property received zoning approvals in McHenry County to reclassify the parcels to B-3 General Commercial. The B-3 zoning district allows self-storage facilities as permitted

uses. At this time, the petitioner is requesting annexation and zoning approvals for the proposal.

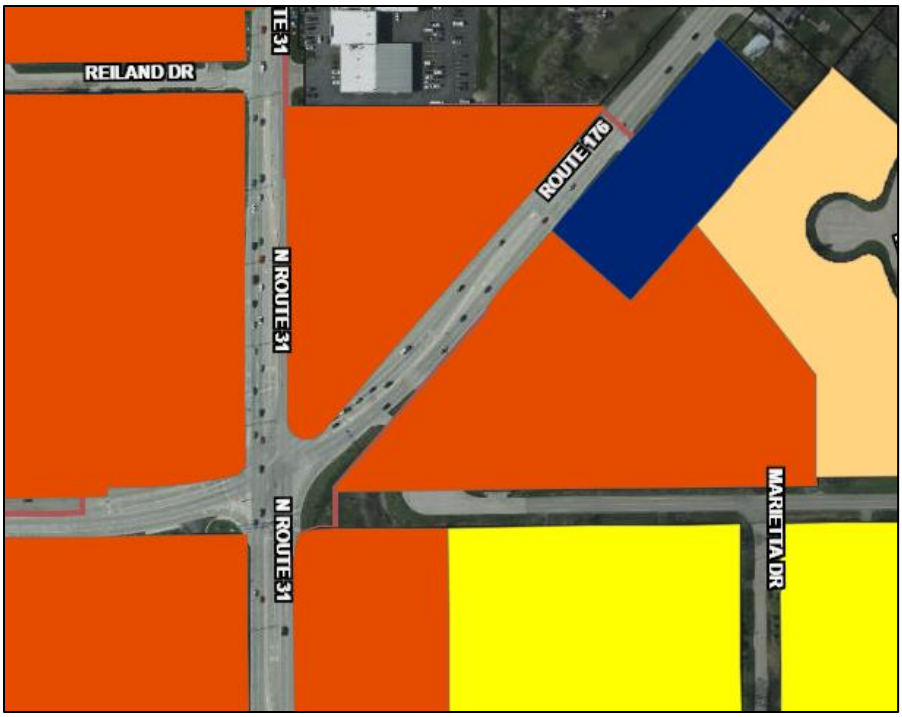
Development Analysis:

LAND USE/ZONING

- The site is currently three (3) parcels each zoned a different zoning district. The zoning districts are B2 – Neighborhood Business, B3 – General Business and R1 – Single-Family Residential.



- The current Comprehensive Plan land use designation is Commerce. The appropriate land use designation for a self-storage facility is Industry.



- The proposed development includes a three-story, 112,644 square foot, 711-unit self-storage building with outside storage space.
- The following variations are requested:
    - Building height: Building height of 42 feet and three (3) stories, a variation of 14 feet and one (1) story.
    - Front yard setback: Front yard setback of 69 feet, a variation of 11 feet.
    - Landscape Buffer: 7.5-foot landscape buffer from an industrial use to a commercial use, a variation of 22.5 feet. A 30-foot landscape buffer requires 3 evergreen trees + 1 overstory deciduous tree + 4 understory trees + 8 shrubs.
    - Foundation landscaping: 0-foot wide foundation landscape area around all perimeters of the building, a variation of five (5) feet. Foundation plantings must contain both deciduous and evergreen species of tree and shrubs providing an interesting visual patter around the building.
    - Parking lot islands: No landscape island (only one (1) is required) for 15 parking spaces every 10 parking spaces, a variation of one (1) landscape island.
    - Industrial Design Standards: Building form and mass, rooflines and parapet, building materials, entrance design, and overall façade design.
    - Special Use Criteria.
        - Site Layout: Buildings shall be situated such that the doorways or access points are facing away from the yards abutting a street rights-of-ways.
        - Landscaping: Landscaping shall be provided within a minimum five-foot wide landscape beds along the foundations of the ends of the storage buildings in accordance with the provisions of Section 4-400 Landscaping and screening standards.

<u>SITE LAYOUT</u>

- Access is provided via a right-in/right-out on Route 176. Access throughout the development is provided on all sides of the building.
- On Route 176, the front yard setback shall be 40 feet, except that such setback shall be increased to 80 feet west of Route 14 and east of the Union Pacific McHenry Line. The building's proposed front yard setback is 69 feet, instead of the minimum required 80 feet.
- Customer parking is provided at the front of the building along Route 176. The outside storage space is located behind the building. The outdoor storage space provides 41 parking spaces.
- Due to a 6-foot elevation drop from the access aisle around the building to Terra Cotta Avenue, the existing access on Terra Cotta Avenue would not be functional.

BUILDING ELEVATIONS

- The proposed building will include a combination of light and dark grey metal panels and smooth insulated panels and masonry on the front elevations.
- There are 49 units on the first floor with overhead doors. The loading drive-in is located at the front of the building adjacent to the entrance.
- Industrial developments are required to comply with at least three (3) of the optional design standards. The proposed building meets (one) 1 of the six (6) design standards.
    - ▪ Building form and mass
    - ▪ Rooflines and parapet
    - ▪ Building materials
    - ✓ Building colors
    - ▪ Entrance design
    - ▪ Overall façade design
- Staff had recommended to the petitioners the following changes that could help bring the building into compliance with the Industrial Design Standards.
    - o Break up the long wall expanses with higher panels, wall offsets and faux windows (faux windows are design elements in the metal panels and are not true windows)
    - o Reduce the number of exterior doors, which would allow for some foundation landscaping.
    - o Decorative exterior doors to provide variation.
    - o Masonry/brick along most of the base of the building.
- In response to staff's recommendations, the petitioners added the following to the elevations:
    - o Masonry on the front elevation in three areas up to approximately 11 feet above grade.
    - o Cornices to all accented areas of the building.
    - o Bumped up the roof on the south elevation with an area of separate colors that mimics the windows on the front elevation.
    - o Horizontal band on the northwest (front), southwest and south elevations.
    - o Vertical bands on the east and northeast elevations.

PARKING

- The proposed development will provide 15 parking spaces, which meets the UDO requirements.

LANDSCAPE/BUFFER

- The petitioners have provided a landscape plan illustrating a combination of canopy, ornamental, and evergreen trees and shrubs around the perimeter of the parking lot. Street trees are also proposed along Route 176.
- The petitioners will maintain most of the existing trees on the southern and eastern portions of the property in an effort to keep the buffer between the neighboring residential properties.

- The following landscape variations are required:
    - 5-foot foundation landscaping on all perimeters of the building.
    - 30-foot landscape buffer between an industrial use and commercial use.
    - One (1) eight-foot-by-nineteen-foot landscape island, as measured between back of curbs, containing one canopy or ornamental tree and five shrubs, every 10 parking spaces.
- The outdoor storage area will be screen by an 8-foot high board-on-board fence.

SIGNAGE

- The petitioners did not provide sign plans. A recommended condition was included that signage must comply with the requirements of Section 4-1000 of the UDO.
- A total of 150 square feet in sign area (75 square feet maximum for any one (1) sign on one (1) façade) is permitted.
- The petitioners are not proposing a freestanding sign. The UDO allows for one 32 square-foot freestanding sign at six (6) feet in height.
- As a condition of approval, Staff is recommending the existing billboard sign is removed as the UDO does not allow for off-premise signage or signs that are over six feet in height and 32 square feet for industrial uses.

Findings of Fact:

COMPREHENSIVE LAND USE PLAN AMENDMENT
Amendment from the existing Comprehensive Land Use Plan designation of Commerce to allow Industry. Industry would be the appropriate designation for the M-L zoning district and the proposed self-storage facility.

REZONING

- The property is currently zoned B2 – Neighborhood Business, B3 – General Business and R1 – Single-Family Residential in McHenry County. Properties annexed into the City of Crystal Lake come in as E – Estate zoning.
- The property would be rezoned to the City's M-L PUD Manufacturing-Limited Planned Unit Development. The General Commercial zoning criteria is:
    - General: This district is for "clean" (low environmental impact) industrial uses that are compatible with neighboring residential, office and commercial districts.
    - Character: This district is characterized by large-scale buildings, exterior storage of materials, and/or exposed equipment. To mitigate impacts on the City's visual character and to ensure a high-quality industrial park setting, landscape buffers, architectural and design controls are established.
    - Uses: This district is intended for industrial uses such as commercial light fabrication, assembly, warehouse, distribution and storage activities as well as associated office uses and certain other uses that are incidental to the principal ones.

Criteria for Rezoning:

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

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

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

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

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

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

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

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

PRELIMINARY PLANNED UNIT DEVELOPMENT

The petitioner is requesting approval of a Preliminary Planned Unit Development to allow a self-storage facility with outdoor storage. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PLANNED UNIT DEVELOPMENT VARIATIONS

The petitioner is requesting approval of a Preliminary Planned Unit Development to allow variations for the building height, front yard setback, landscape requirements, Industrial design standards and Special Use Permit criteria. The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal. This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements which may otherwise require individual requests and applications for zoning variations. *Staff does not feel this proposed development provides a more creative and imaginative design that warrants the variations.*

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

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

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

1. Article 3-200B.5 M-L zoning district maximum allowable height of 28 feet and two (2) stories.

   The proposed height for the building is approximately 42 feet and three (3) stories. The increased height would allow the petitioners to reduce the overall footprint of the building in order to provide for outdoor storage while maintaining a significant portion of the existing trees on the northeast and east sides of the property.

2. Article 3-300B.3 On Route 176, the setback shall be 40 feet, except that such setback shall be increased to 80 feet west of Route 14 and east of the Union Pacific McHenry Line.

   The proposed front yard setback is 69 feet.

3. Article 4-400F.1.a One eight-foot-by-nineteen-foot landscape island, as measured between back of curbs, containing one canopy or ornamental tree and five shrubs, every 10 parking spaces.

   The proposed development provides 15 parking spaces. The proposed site layout does not include the required landscape island after 10 parking spaces in a row. The petitioners indicated that historically they do not need 15 parking spaces.

4. Article 4-400F.5.a 30-foot landscape buffer between an industrial use and a commercial use.

   A 7.5-foot landscape buffer between the commercial use to the north is proposed due to site constraints. Additionally, the petitioners indicated many existing trees/woodland will be preserved to the east. The existing trees along the northeast property line directly abutting the commercial neighbor are shown as being removed on the landscape plan.

5. Article 4-400F.4 Five-foot-wide landscape area around all perimeters of buildings containing both deciduous and evergreen species of tree and shrubs providing an interesting visual pattern around the building.
6. *Due to the number of overhead doors (provided on all elevations), no foundation landscaping is provided. There is an opportunity for foundation plantings between doors and near the front entrance.*

7. Article 5-200F.1- Deferral of the burial of the overhead utilities and installation of sidewalk.

<u>Industrial Design Standards:</u>

8. Article 4-900F.2.a. Building Form and Mass
   a. The apparent mass and bulk of a large building should be reduced by structural articulation, windows or other architectural and functional elements and by landscaping. Structural articulation can include breaking the plane of the building by offsets (horizontal and vertical), insets for entryways or balconies, step backs, and consideration of alternative roof structures.

b. All facades shall incorporate wall offsets in the form of projections and/or recesses in the façade plane, a minimum of every 75 feet of frontage that has a differential in horizontal plane of at least two feet.

The petitioners have indicated that due to site constraints, it is very difficult to incorporate offsets in the building design.

9. Article 4-900F.2.b. Rooflines and parapets
    a. Rooflines should be varied in height, and long horizontal roof lines should be broken up.
    b. Large expanses of roof shall be avoided. Visual diversity can be achieved by varying the roof line and/or the addition of dormers. Diversity can also be achieved by staggering the façade of the building thereby breaking up an otherwise potentially monotonous roof and front façade as well as reducing the visual mass of the building.

    The building provides parapets on the northwest, southwest and south elevations only.

10. Article 4-900F.2.c Building Materials
    a. A comparable variety of siding materials (i.e., masonry, concrete texturing, cement or plaster) should be used to produce effects of texture and relief that provide architectural interest.
    b. The use of metal as a primary building material shall be permitted only where appropriate to the architectural style of the building and when exceptional building design warrants the use of the material. When used, metals will have an anodized, painted or powder-coated finish in muted, non-bright colors that are aesthetically pleasing. The use of unfinished, exposed metals is not permitted.

    The proposed building is a metal panel and smooth insulated panel building with some masonry on the front elevations. Staff feels that due to the number of variations for the design standards, the building does not provide exceptional building design warranting the use of metal as the primary building material.

11. Article 4-900F.2.e Entrance Design
    a. Recessed or projected entries and articulation in entryway mass are required. Recesses or projections shall be at least 12 inches.
    b. Entrances should be highlighted by a change in the wall plane. Wall articulation around the door and projecting beyond the door is recommended.
    c. A projecting element above the entrance is recommended to highlight the entrance.
    d. Entrances should be highlighted by implementation of architectural elements such as flanked columns or decorative fixtures.
    e. Varied paving textures and/or elevation changes are recommended techniques to define entrances.

    The petitioners indicated that due to site restrictions, it is very difficult to incorporate a projected entrance in the building design.

12. Article 4-900F.2.f Overall Façade Design
    a. Changes in vertical and horizontal planes should be used to provide relief from a box-like appearance.
    b. On facades longer than 150 feet, the use of pilasters is recommended to create the appearance of smaller "bays."
    c. Vertical elements such as towers can be used to accent horizontal massing and provide visual interest, especially on corner buildings.
    d. Details such as wall surfaces constructed with patterns, changes in materials, building popouts, columns, and recessed areas should be used to create shadow patterns and depth on the wall surfaces.
    e. Blank walls on facades visible from public or private rights-of-way will not be permitted. Consider utilizing windows, wall articulation, arcades, changes in materials, or other features.

    This site is a highly visible property at the intersection of two major roadways, Route 31 and Route 176. With the exception of one facade, all other facades will be visible from public and/or private rights-of-way.

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* ***(Does not meet the Architecture requirements)***

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*

Self-storage and mini-warehouse uses must comply with the following standards:

1. General: No business activity other than the rental of storage units shall be conducted on the premises. The storage of hazardous, toxic or explosive substances, including, but not limited to hazardous waste, industrial solid waste, medical waste, municipal solid waste, septage or used oil is prohibited.
   ☒ *Meets* ☐ *Does not meet*

2. Site layout: Buildings shall be situated such that the doorways or access points are facing away from the yards abutting street right of way.
   ☐ *Meets* ☒ *Does not meet*

   The petitioners are requesting a variation from this criterion as all elevations have doorways and/or overhead doors.

3. Screening: An eight-foot-tall solid screen consisting of a solid wooden fence in accordance with the provision of Section 4-700, Fences, walls and screening, or opaque landscape along the perimeters of the property in accordance with the provisions of Section 4-400 Landscape and screening standards, shall be provided.
   ☒ *Meets* ☐ *Does not meet*

4. Landscaping: Landscaping shall be provided within a minimum five-foot wide landscape beds along the foundations of the ends of the storage buildings in accordance with the provisions of Section 4-400 Landscaping and screening standards.

   ☐ *Meets* ☒ *Does not meet*

   The petitioners are requesting a variation from this criterion to allow for 49 units with overhead doors so they cannot place landscape there.

5. Security: Security lighting shall be provided to safely illuminate all areas of the facility. The use of photocell units and motion sensors is encouraged as a means of saving energy. If overnight security personnel will be staying at the facility, provide details regarding the location of the proposed residence. Appropriate utilities to service the unit shall be provided. No more than one overnight unit shall be provided per facility.
   ☒ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Commerce. The proposed amendment is for Industry. The goal of an Industry designation is as follows:

Land Use: Industry

Goal: Support manufacturing uses within the community which contribute to the regional and local economy and Crystal Lake's live, work, play philosophy.

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

Supporting Action: Expand and attract manufacturing users which provide jobs, services, and products strengthening the City's economy.

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 (Berman-Lapetina Enterprises, LLC, dated 09/22/2023, received 09/27/2023)
   B. Site Plan (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   C. Elevations (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   D. Color Renderings (Architects' Studio, dated 11/17/2023, received 12/01/2023)
   E. Floor Plans (Architects' Studio, dated 11/17/2023, received 12/01/2023)

F. Landscape Plan (Dickson Design Studio, dated 12/06/2023, received 12/19/2023)
G. Preliminary Civil Plans (Northwestern Engineering Consultants, P.C., dated 09/15/2023, received 09/27/2023)
H. Topographic Survey (Vanderstappen Land Surveying, Inc., dated 08/10/2023, received 09/27/2023)

2. Elevations:
   A. Work with staff on ways to further enhance the elevations, such as additional higher panels, walls offsets and faux windows to break up the long wall expanses.
   B. Reduce the number of exterior doors to allow for some foundation landscaping along the northwest elevation.
   C. Provide decorative exterior doors to provide variation.
   D. Increase the masonry around the base of the building.
   E. Add a flat projecting awning over the entrance to highlight the front door.

3. The site plan must be revised to increase the parking stall lengths to 19 feet in length to meet the UDO requirements.

4. Landscape Plan/Tree Survey
   A. A Final Landscape Plan must be submitted with Final Planned Unit Development that complies with the landscape requirements of the UDO's Section 4-400.
   B. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
   C. Provide the required landscaping (one (1) canopy or ornamental tree and five (5) shrubs) at each end of the parking row.
   D. Add foundation landscaping along the building were no overhead doors are located.

5. Final Engineering Plans must be submitted with Final Planned Unit Development in compliance with the City's Code and Stormwater ordinances.

6. The petitioner shall provide a copy of the billboard lease prior to the City Council meeting. The billboard sign must be removed including all structural components 90 days after the expiration of the current lease.

7. Signage must comply with the requirements of Section 4-1000 of the UDO.

8. A Final Photometric and Lighting Plan must be submitted with Final Planned Unit Development that complies with the lighting requirements of Section 4-800 of the UDO.

9. Any expansion of the outdoor storage area would require a planned unit development amendment.

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

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Crystal Lake Self Storage

Action Requested

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

Petitioner Information

Name: Berman-Lapetina Enterprises, LLC

Address: 2121 W. Walton St.

Chicago, IL 60622

Phone: 847-417-4550

Fax: _____

E-mail: LapetinaJim@Yahoo.com

Owner Information (if different)

Name: Crystal Bowl / Jack Meyers / Don Meyers

Address: 2504 Terra Cotta Ave.

Crystal Lake, IL

Phone: 815-382-1326, 312-388-9421

Fax: NA

E-mail: Meyer75@sbcglobal.net

Property Information

Project Description: Annex property into Lake Zurich and rezone to ~~B3~~ M-L with a special use (Permit to allow Climate Controlled Self-Storage and Exterior Storage. PUD AND VARIATION to ALLOW A THREE STORY Building.

Project Address/Location: 4504 Terra Cotta Ave. Currently unincorporated. Located along Route 176 and Terra Cotta Ave.

PIN Number(s): 14-34-252-034, 14-34-252-013, 14-34-252-014

Development Team

Please include address, phone, fax and e-mail

Developer: Berman-Lapetina Enterprises, LLC, 2121 W. Walton St., Chicago, IL 847-417-4554, LapetinaJim@yahoo.com

Architect: Architects' Studio, LLC, 257 N. West Ave., Suite 100, Elmhurst, IL 630-617-5990, x1 Jbudgell@ArchitectsStudioLLC.com

Attorney: Jeffrey Friedman, Taft Law, 111 E. Wacker Dr., suite 280, Chicago, IL 60601 312-836-4113

Engineer: Northwest Engineering Constultants, P.C., 675 N. North Court, Suite 160, Palatine,IL 847-520-8410, danhavlir@gmail.com

Landscape Architect: Dickson Design Studio, 224-241-8181, sdickson@discksondesignstudio.com

Planner: Architects' Studio, LLC, 257 N. West Ave., Suite 100, Elmhurst, IL 630-617-5990, x1 jbudgell@architectsstudiollc.com

Surveyor: Vanderstappen and Surveying, Inc. 1316 N. Madison Street, Woodstock, IL 60098 815-337-8310

Other:

Signatures

Berman-Lapetina Enterprises, LLC/Jim Lapetina, Member 9-22-2023

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.

see attached Ownership Sign-Off Acknowledgment Form 9-22-2023

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.

SHAW MEDIA
EST. 1851
PO BOX 250
CRYSTAL LAKE IL 60039-0250
(815)459-4040

ORDER CONFIRMATION

Salesperson: KATE HOFFMILLER — Printed at 01/05/24 10:27 by kateh-sm

---

Acct #: 10069745 — Ad #: 2135161 — Status: New

MCHENRY COUNTY PREPAID LEGALS
PO BOX 250
CRYSTAL LAKE IL 60014

Start: 01/06/2024 — Stop: 01/06/2024
Times Ord: 1 — Times Run: ***
CLEG 4.00 X 110.00 — Words: 1614
Total CLEG 440.00
Class: C8100 PUBLIC NOTICES
Rate: LEGAL — Cost: 605.10
Affidavits: 1
Ad Descrpt: ANNEX 4504 E TERRA COTTA

Contact: LEGAL CLERK
Phone: (815)459-4040
Fax#:
Email: mchenrylegals@shawlocal.com
Agency:

Descr Cont: 2135161
Given by: KATIE RIVARD
P.O. #:
Created: kateh 01/05/24 10:18
Last Changed: kateh 01/05/24 10:27

URL: _____

Source: 2135161 — Section: _____ Page: __
Camera Ready: N — Group: LEGALS AdType: _____
Misc: _____
Proof: __ _____ — Pickup Date: 12/26/2023 Ad#: 2131776
Delivery Instr: _____ Pickup Src: _____
Changes: None __ Copy __ _____ Art __ Size __ Copy Chg Every Run __
Coupon: __ Color: _____ — Gang Ad #: _____
Ad Copy Method: _____
Special Instr: _____

COMMENTS:
COPIED from AD 2131776

PUB	ZONE	EDT	TP	RUN DATES
NW	CL	97	S	01/06
WEB	CL	99	S	01/06
APNW	CL	97	S	01/06

(CONTINUED ON NEXT PAGE)

SHAW MEDIA
EST. 1851
PO BOX 250
CRYSTAL LAKE IL 60039-0250
(815)459-4040

ORDER CONFIRMATION (CONTINUED)

Salesperson: KATE HOFFMILLER Printed at 01/05/24 10:27 by kateh-sm

---

Acct #: 10069745 Ad #: 2135161 Status: New

STATE OF ILLINOIS, COUNTY OF MCHENRY,
BEFORE THE CORPORATE AUTHORITIES OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS
IN THE MATTER OF THE PETITION OF BERMAN-LAPETINA ENTERPRISES, LLC FOR APPROVAL OF AN INITIAL ZONING CLASSIFICATION FOR A PARCEL OF LAND TO BE ANNEXED TO THE CITY OF CRYSTAL LAKE, ILLINOIS

NOTICE OF PUBLIC HEARING ON PETITION FOR THE ANNEXATION OF CERTAIN PROPERTY INTO THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

PLEASE TAKE NOTICE THAT, pursuant to 65 ILCS 5/7-1-8 et seq., the Corporate Authorities of the City of Crystal Lake, Illinois will conduct a public hearing on a proposed annexation relating to the territory described below on January 16, 2024 at 7:00 p.m. at the Crystal Lake City Hall, 100 West Woodstock Street, Crystal Lake, Illinois. Following such hearing, said Corporate Authorities may consider action on such annexation and, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the annexation of the territory described below.

Said annexation consists of the parcels totaling approximately 6.41 acres and legally described as follows:

PARCEL 1: PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF STATE ROUTE 176, A DISTANCE OF 568.95 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE CENTERLINE OF STATE ROUTE 176, A DISTANCE OF 250.00 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 48 DEGREES 30 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; A DISTANCE OF 564.24 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A P.K. NAIL IN THE PAVEMENT MARKING THE CENTER OF THE AFOREMENTIONED SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER 25.63 FEET TO A POINT ON THE CENTERLINE OF ROUTE 176, SAID POINT MARKS THE TRUE BEGINNING OF PLACE; THENCE NORTH 41 DEGREES 14 MINUTES 00 SECONDS EAST ALONG THE CENTERLINE OF ILLINOIS ROUTE 176, A DISTANCE OF 568.95 FEET; THENCE SOUTH 48 DEGREES 46 MINUTES 00 SECONDS EAST, 49.82 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176, SAID POINT MARKS THE BEGINNING OF A 1002.9 FEET RADIUS, NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 49 DEGREES 51 MINUTES 00 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE WITH SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREES 05 MINUTES 00.4 SECONDS, A DISTANCE OF 18.96 FET TO AN IRON PIPE; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 41 DEGREES 14 MINUTES 00 SECONDS WEST, 448.40 FEET TO AN IRON PIN WITH A 3 INCH ALUMINUM CAP; THENCE SOUTH 24 DEGREES 32 MINUTES 28 SECONDS EAST, 9.85 FEET TO AN IRON PIN WITH A 3 INCH ALUMINUM CAP; THENCE SOUTH 00 DEGREES 19 MINUTES 00 SECONDS EAST, 33.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG THE QUARTER SECTION LINE, 108.84 FEET TO THE TRUE PLACE OF BEGINNING. ALSO EXCEPTING THEREFROM THAT PART TAEKN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE 11ED80 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 132.56 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 ACCORDING TO CONDEMNATION CASE #84ED1, FILED MAY 3, 1984; THENCE NORTH 24 DEGREES 45 MINUTES 38 SECONDS WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS ROUTE 176, A DISTANCE OF 9.85 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 RECORDED NOVEMBER 2, 1934 AS DOCUMENT NO. 112342; THENCE NORTH 41 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 A DISTANCE OF 449.59 FEET (448.40 FEET, RECORDED) TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 19.38 FEET (18.96 FEET, RECORDED) ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 ON A CURVE TO THE LEFT HAVING A RADIUS OF 1002.90 FEET, THE CHORD OF SAID CURVE BEARS NORTH 40 DEGREES 27 MINUTES 22 SECONDS EAST, 1938 FEET TO THE SOUTHWESTERLY LINE OF LOT 1 IN HUTTON'S SUBDIVISION RECORDED MAY 22, 1958 AS DOCUMENT NO. 338561 AND CORRECTED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958 AD DOCUMENT NO. 34352, BEING ALSO A NORTHEASTERLY LINE OF THE GRANTOR; THENCE SOUTH 48 DEGREES 59 MINUTES 26 SECOND EAST ALONG THE SOUTHWESTERLY LINE OF LOT 1 IN SAID HUTTON?S SUBDIVISION, BEING ALSO A NORTHEASTERLY LINE OF THE GRANTOR, A DISTANCE OF 20.44 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 27.28 FEET; THENCE SOUTH 50 DEGREES 22 MINUTES 38 SECONDS EAST, A DISTANCE OF 11.04 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 22 SECONDS WEST, A DISTANCE OF 251.77 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 192.52 FEET TO THE NORTH RIGHT-OF-WAY LINE OF TERRA COTTA AVE, AS STAKED AND OCCUPIED, BEING 33.00 FEET NORMALLY DISTANT NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 00 DEGREES 31 MINUTES 51 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 28 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 296.02 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 564.24 FEET FOR THE PLACE OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 300.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 260.46 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3: PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 176 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, (SAID POINT BEING 25.43 FEET EAST OF THE CENTER OF SECTION 34); THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 864.24 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 260.46 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE THAT MAKES AN ANGLE OF 38 DEGREES 07 MINUTES MEASURED TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 381.19 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF HUTTON?S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1956 AS DOCUMENT NO. 338561, IN BOOK 13 OF PLATS, PAGE 60, AS AMENDED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958, AS DOCUMENT NO. 343452, THAT IS COMMON TO LOTS 4 AND 5; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF HUTTON'S SUBDIVISION, BEING ON A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 400.12 FEET TO A POINT; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 0.35 FEET TO A POINT; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, FOR A DISTANCE OF 300.0 FEET TO A POINT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 260.46 FEET TO THE PLACE OF BEGINNING, IN TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINICIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4504 e. TERRA COTTA AVENUE in Crystal Lake, Illinois 60014.

PIN: 14-34-252-03, 14-34-252-013 AND 14-34-252-014.

The Crystal Lake Rural Fire Protection provides fire protection. If the territory described above is annexed, fire protection and library services will be provided to such territory by the City of Crystal Lake.

Anyone with questions or seeking additional information regarding the annexation should contact Planning & Economic Development at 815-356-3605 or planning@crystallake.org. All persons interested in commenting on the proposed annexation shall have the right to be heard at the time herein prescribed. Such hearing may be continued to another date without further notice.

Nick Kachiroubas, City Clerk, City of Crystal Lake (Northwest Herald Jan. 6, 2024) 2135161

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JANUARY 3, 2024
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, and Teetsov and were present. Member Smith was absent.

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

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

APPROVE MINUTES OF THE DECEMBER 6, 2023 PLANNING AND ZONING COMMISSION MEETING

Ms. Teetsov stated that in the December 6, 2023 minutes for 2023-238 – 295, 345, and 395 Pathway Court, she changed her initial comments that were in support of apartment style residences, and that she appreciated Ms. Repholz's comment that the site would be better suited for single-family residences.

Mr. Gronow moved to approve the minutes with the changes from the December 6, 2023 regular Planning and Zoning Commission meeting. Ms. Teetsov seconded the motion. On voice vote, all members voted aye. Motion passed.

2023-198 – 4504 E. TERRA COTTA AVENUE – COMPREHENSIVE LAND USE MAP AMENDMENT, REZONING, PRELIMINARY PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT, AND VARIATIONS – PUBLIC HEARING

Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Rezoning upon Annexation from E Estate to M-L Manufacturing Limited, Preliminary Planned Unit Development, Special Use Permit for a Self-Storage facility, and Variations.

Mr. Jeff Budgell, Principal Architect for Architect Studio, is present to represent the petitioners. Mr. Budgell stated climate controlled storage is a modern, safe way to store valuables. It is indoor, heated and air-conditioned with state of the art security. There are cameras throughout, key code access is required and there is one employee during normal business hours which are typically 8am-6pm. After hour access is hard to get. The loading/unloading area is enclosed. The building is clean and well-lit. The clientele usually stores household items, clothes, etc., and almost all clients will be local residents and businesses. Mr. Budgell showed other Berman-Lapentina projects. Other locations have been both retrofitted buildings and others ground up. Mr. Budgell showed some of his projects. The site consists of

approximately 112,000 square feet and 3 stories. Mr. Budgell listed the required variations. He explained that the site is irregular with a lot of existing trees. There is 35-foot elevation change on the site. It is a very tricky site. He explained they had proposed a different building set back further, but in an effort to save the existing trees, the moved the building forward. In order to do that, they needed to go to 3-stories to reduce footprint. The setback variation is also to preserve trees. He noted that other buildings in this area do not meet 80-foot setback. There is a 7-foot elevation change on the north side where the 30-foot landscape buffer is required. Mr. Budgell stated that with the elevation changes and existing trees, they feel they are meeting the intent of the Code. They are not providing foundation landscaping as the site is too tight with the access around the building and first floor exterior doors. The entrance on Terra Cotta Road had to be removed as there is a 6-foot elevation change that cannot support emergency vehicles. He noted they worked with staff to add a number of elevation items such as masonry and color changes to break up the exterior wall. He stated there is more work to be done. Mr. Budgell spoke to the SUP criteria variations. It will be very hard to see the doors with the landscaping. The doors are required for the business. They meet all other SUP criteria. He spoke to the neighboring properties and surrounding zoning districts. He spoke to the existing conditions of it being an old bowling and currently used for a truck driving school. The entire area is dilapidated. He spoke to the site plan, location of existing storage and fence. It is impossible to see with the existing landscaping. Mr. Budgell stated the detention area will go further than what is there now. The proposed building is within area that has been used for the bowling alley. He spoke to the floor plan and noted there are 41 exterior doors. The building will have a fire alarm and fire sprinklers, and it will meet all codes. He spoke to the elevations again. The building has been bumped out at corners; the corners are accented with glass and doors behind; and, there is masonry in three places. The color changes will break up the elevations. Where they are not saving the trees, plus the additional required landscaping, they meet the UDO requirements. They will add in the required landscaped island to remove the variation. He reiterated that self-storage facilities are very secure, well-lit, well-maintained, monitored inside and outside, meet building and fire codes, extremely quiet, fantastic neighbors, and have very little traffic. A busy day is 8-10 trips. There are 1-2 employees, and very little after hour visits.

Mr. Greenman thanked the petitioner for working with staff to make the changes.

Mr. Greenman opened the public hearing.

Don Meyer stated everyone should walk down Terra Cotta Road and see how big the trees are. The residents will not see the facility.

Jack Meyer, 757 Grandivew Drive, Crystal Lake, stated this use will be more quiet use than houses. They are keeping the trees, which are very thick and mature. You cannot see the bowling alley now.

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

Ms. Rivard thanked the petitioner for working with staff. She spoke to the elevations and staff's recommended changes versus the petitioners' changes.

Mr. Greenman stated he would like to hear if the Commission is supportive in terms of the Comprehensive Land Use Plan Map Amendment first. If so, the rezoning is just going to fall in place. He stated he cannot

think of an instance of being favor of a Comprehensive Land Use Plan Map Amendment change and not the zoning. If you are in support, then speak to the SUP for storage.

Mr. Skluzacek stated that when he first looked at the request he was not sure. After further consideration, he has no objections. He asked if there will be access on E. Terra Cotta Road. Mr. Budgell responded an entrance was there, and staff preferred the entrance, however, the civil engineer said there is no way it can physically work. Mr. Skluzacek thought maybe there needs to be another way to get out. He spoke to the right-in/right-out, and noted if you want to go to Crystal Lake, then you have to turn around. Mr. Budgell stated that Fire was ok with it not being there. There is an emergency road that runs from the cul-de-sac to Route 176 for emergency use only. Mr. Skluzacek asked about the outside storage. Mr. Budgell stated it is typically boats, cars, and trucks. There will be no boxes or semis. There is no outside work and they are very limited in what they can do. It will be monitored.

Mr. Gronow stated he has several questions in terms of the building and storage but spoke to the Comprehensive Land Use Plan Map Amendment first. He noted he has concerns with amending the Comprehensive Land Use Plan Map from Commerce to Industry, and what that does to the future impact. There was discussion about what would happen if the building were to go away. Mr. Budgell noted the buildings fill-up and stay filled. Mr. Gronow stated he thinks there still could be things added to the building and commented on the three stories.

Ms. Teetsov asked for a summary of City Council's thoughts on the Route 14 and Route 176 self-storage. City Council does not review conceptual. She noted this is an entrance point to Crystal Lake. They have seen different pieces in the area, such as a Walgreens, Dunkin' Donuts and low-profile commercial spaces. She noted that anything can seem better than a dilapidated bowling alley. However, she thinks the intention of that space was more in alignment. Ms. Teetsov has concerns with the long-term use of the property. It is an entryway into the Crystal Lake and noted potential long-term implications. Mr. Budgell stated that in his opinion, a use like Walgreens would not be interested in this site with a right-in/right-out only. This is an ideal use for a property like this due to low traffic. They can live with a right-in/right-out. Ms. Teetsov stated self-storage has a place. She asked how many storage facilities are there in Crystal Lake. Ms. Rivard responded she does not know. Ms. Teetosv stated from her perspective and comprehensive lense, this is not what she would like to see there.

Ms. Mason also inquired about the number of storage facilities in Crystal Lake. She stated she has concerns with traffic due to it being located at a busy intersection. Mr. Budgell stated the hours of operation are typically 8am-7pm. After that, everything locks down and after-hours access is not easy. Ms. Mason noted there is a lot of distracted driving and that three stories was concerning. Mr. Budgell stated the building is setback 69 feet with undeveloped right of away and landscaping. There were changes made to the site plan to accommodate the full landscape buffer. The site is buried in the trees. You will not see if well from Terra Cotta Road, even in the winter. He stated that looking north with the elevation change, you will be looking over the building. Ms. Mason confirmed signage would only be on the building. Mr. Budgell confirmed there would be no monument sign only a wall sign.

Ms. Repholz stated she appreciates Mr. Greenman saying to think about Comprehensive Land Use Plan Map Amendment first and the order in which to consider the petition. Ms. Repholz stated she is trying to be a realist to accept a change from Commerce to Industry. Her observation is we have spent a lot of time thinking about the structure being hidden behind the tress, but would be more comfortable with two stories.

She stated it is a bit massive for this area. That may not be the case for others, but it is kind of a whopper for Crystal Lake. It is three stories in order to the save trees. She asked about the exterior lighting. Mr. Budgell responded there will be wall mounted lighting and all will be directed down. Mr. Budgell stated they will provide a photometric plans showing the footcandles that meet the Codes. Ms. Repholz asked about the exterior lighting around the outdoor storage area. Mr. Budgell stated there will be some kind of pole mounted lighting that shines down. The lighting on the inside will be LED lighting. It will be photo sensitive to be energy conscious. He reiterated all outside wall mounted lights will shine down. Ms. Repholz asked if there are 711 units. Mr. Budgell responded yes I believe. Ms. Repholz asked where they determine their calculations for the need for 711 units in our territory. Mr. Budgell stated most of the facilities are run by national operators. It is not known what operator will run this location. The number of units is formula driven. This is on the smaller scale as they usually have over 800 units. They do not just pick a space, they have an expert they refer to. The expert looks at the area, population and saturation. The unit sizes vary based on the area. The expert indicates the market is right for storage in this location. It does not matter the number of storage places in the area as they base off of the demand. Ms. Repholz noted that her assumption from an associated industry would be that most units are rented to people with too much junk or are right-sizing. She stated she does not see that in the market place in McHenry County. She asked what kind of items are stored here for businesses. Mr. Budgell stated attorneys, architects, etc. often use storage facilities for items such as records which must be kept for a certain amount of time. He noted he has a storage facility for his business. Ms. Repholz asked if they agree the billboard will come down. Mr. Budgell noted it was understanding it has to come down. Ms. Rivard confirmed that as a recommended condition of approval the billboard sign must come down. Mr. Budgell noted there is a lease then it must come down. Ms. Repholz stated she is in favor of the Comprehensive Land Use Plan Map Amendment and the annexation. She would be really excited if it was two stories not three. Mr. Budgell stated storage facilities are not an M-L zoning district use. It is just the way the code is written. There will be no manufacturing here. Ms. Repholz noted there were no neighbors present speaking against it.

Mr. Greenman stated there seems to be mixed thoughts relative to the Comprehensive Land Use Plan Map Amendment. He stated he thinks the petitioner did a really good job in the planning this to limit impact on the residents. He stated it is a site plan with great thought. He agreed with Ms. Repholz that no residents is a good sign. They would have been notified. That being said, he stated he also has to be very clear that when I take a look at the surrounding zonings there is commercial across Route 31 and Rout 176 and residential to the east and south. He understands that other communities may treat this much differently. The Commission has spent a significant amount of time looking at the zoning districts and how they are applied. They continue to go through amendments. He stated he does not see this as the right use. He stated he wanted to see something at the corner other than what it is. However, it is one of the four entry corners into Crystal Lake. He spoke to the conceptual storage facility at Route 14 and Route 176. Those petitioners received a lot of feedback from the Commission. He appreciates what the petitioner has done for buffering, but there is not have enough space which causes three stories and a front yard setback variation. He spoke to the site being a focal point with the buffer in the rear. He does not want people to see this as they are coming in Crystal Lake. They are not looking to highlight a storage facility. He stated it is a practical use for our residents, but not as an entryway. They were not in favor of the conceptual storage facility at Route 14 and Route 176 for the same reasons. They want to protect the residents and the image coming into Crystal Lake. He stated that in any four directions, you will see a three-story storage facility. He stated he appreciates everything that has been presented. He thinks there is great value, but maybe in a different area of Crystal Lake. He cannot support the Comprehensive Land Use Plan Map

Amendment. Ms. Rivard clarified an earlier comment. He noted the PZC's look is fairly narrow in terms of a planning perspective. The petition will go before City Council and their purview is different. He stated he can tell the petitioners have put a lot of effort into the petition and the concepts make all really good sense. He reiterated he cannot support the Comprehensive Land Use Plan Map Amendment. Mr. Budgell asked how long the bowling alley has been vacant. Ms. Rivard stated she does not know. Mr. Budgell noted it has been available and there have been no takers. It is an ideal use for a site like this. People get stuck on the use being a storage facility. Mr. Gronow clarified the Commission is not against storage facilities. Mr. Budgell noted the point is objectively to zoning. Mr. Greenman stated this would become spot zoning. The area goes from residential to M-L. There is usually a transitional use. He noted that the Commission does not look at the financial aspect. We all want the property to be improved, but what we do not want to throw away planning protocols. There are precedents set every time you change Comprehensive Land Use Plan or approve variations. He stated the Commission's scope is narrow. Even though it has been unused, it does not mean we accept anything. Mr. Budgell reiterated this is not a manufacturing use. With the access, the configuration, topography, shape and vegetation, it is a very difficult site. It is very hard to find the ideal users. We are ready to invest. Mr. Greenman stated they have done an outstanding job presenting the information. He appreciates the time and effort working with staff.

Mr. Gronow asked since the issue is four different requests, and if we cannot get past the first one, can we go onto the second. Mr. Greenman suggested they make a motion based on petitioners' request inclusive of all four. Mr. Greenman noted Mr. Gronow is correct, as there is not a single element they would be able to accomplish without the Comprehensive Land Use Plan Map Amendment. Mr. Gronow echoes comments about preparation. He noted he has have other questions about the buildings that are insurmountable but cannot support the Comprehensive Land Use Plan Map Amendment.

Mr. Gronow made a motion to deny the petition 2023-198 for Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Rezoning upon Annexation from E Estate Residential to M-L Manufacturing Limited, Preliminary Planned Unit Development and Special Use Permit to allow a self-storage facility with outdoor storage with the following conditions:

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

    A. Application (Berman-Lapetina Enterprises, LLC, dated 09/22/2023, received 09/27/2023)
    B. Site Plan (Architects' Studio, dated 11/17/2023, received 12/01/2023)
    C. Elevations (Architects' Studio, dated 11/17/2023, received 12/01/2023)
    D. Color Renderings (Architects' Studio, dated 11/17/2023, received 12/01/2023)
    E. Floor Plans (Architects' Studio, dated 11/17/2023, received 12/01/2023)
    F. Landscape Plan (Dickson Design Studio, dated 12/06/2023, received 12/19/2023)
    G. Preliminary Civil Plans (Northwestern Engineering Consultants, P.C., dated 09/15/2023, received 09/27/2023)
    H. Topographic Survey (Vanderstappen Land Surveying, Inc., dated 08/10/2023, received 09/27/2023)

2. Elevations:
    A. Work with staff on ways to further enhance the elevations, such as additional higher panels, walls offsets and faux windows to break up the long wall expanses.

B. Reduce the number of exterior doors to allow for some foundation landscaping along the northwest elevation.
C. Provide decorative exterior doors to provide variation.
D. Increase the masonry around the base of the building.
E. Add a flat projecting awning over the entrance to highlight the front door.

3. The site plan must be revised to increase the parking stall lengths to 19 feet in length to meet the UDO requirements.

4. Landscape Plan/Tree Survey
   A. A Final Landscape Plan must be submitted with Final Planned Unit Development that complies with the landscape requirements of the UDO's Section 4-400.
   B. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
   C. Provide the required landscaping (one (1) canopy or ornamental tree and five (5) shrubs) at each end of the parking row.
   D. Add foundation landscaping along the building were no overhead doors are located.

5. Final Engineering Plans must be submitted with Final Planned Unit Development in compliance with the City's Code and Stormwater ordinances.

6. The petitioner shall provide a copy of the billboard lease prior to the City Council meeting. The billboard sign must be removed including all structural components 90 days after the expiration of the current lease.

7. Signage must comply with the requirements of Section 4-1000 of the UDO.

8. A Final Photometric and Lighting Plan must be submitted with Final Planned Unit Development that complies with the lighting requirements of Section 4-800 of the UDO.

9. Any expansion of the outdoor storage area would require a planned unit development amendment.

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

Ms. Teetsov seconded the motion. On roll call, Members Greenman, Gronow and Teetsov voted yes. Members Repholz, Mason and Skluzacek voted no.

Mr. Greenman stated there are not enough votes to overcome denial. If more votes were going against the denial, then it would not have passed. The motion did not pass with a 3-3 tie. Staff will verify. He noted to the petitioner they are walking away with a lot of information. City Council will know we were split with a 3-3 vote and the statements you provided tonight.

REPORT FROM PLANNING

Staff noted the items that were recently approved by the City Council and the upcoming items.

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Mr. Skluzacek made a motion to adjourn the meeting. Mr. Gronow seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 8:10 p.m.

SELF STORAGE FACILITY

New Climate Controled Self-Storage Facility
4504 Terra Cotta Ave. Crystal Lake, IL 60014

LOCATION MAP



PRELIM - DRAWING INDEX

A0	COVER SHEET
A1	PREMLINARY ARCHITECTURAL SITE PLAN
A1.1	PREMLINARY VEHICLE CIRCULATION PLAN
A-2.2B	PREMLINARY GROUND FLOOR - UNIT MIX
A-2.2C	PREMLINARY SECOND LEVEL - UNIT MIX
A-2.2D	PREMLINARY THIRD LEVEL - UNIT MIX
A-3	ELEVATIONS
A-3.1	ELEVATIONS
A-4	PERSPECTIVES
A-4.1	PERSPECTIVES

PROJECT DATA

SCOPE OF WORK:
PROJECT CONSISTS OF BUILDING AND CREATING NEW 112,644 S.F. THREE STORY CLIMATE CONTROLLED SELF-STORAGE BUILDING.

USE GROUP:
MODERATE HAZARD STORAGE, GROUP S-1
THE BUILDING WILL BE FULLY SPRINKLERED

CONSTRUCTION TYPE:
CONSTRUCTION TYPE IIB

ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 503, PAGE 107):
ALLOWABLE = 2 STORIES
PROPOSED = 3 STORIES

BUILDING FOOTPRINT
FIRST FLOOR = 37,545 SF

ZONING DATA

4504 TERRA COTTA AVE.

ZONING DISTRICT M-1

LOT SIZE
REQUIRED 15,000 SQ. FT.
PROVIDED 279,254 SQ. FT.

FAR
REQUIRED 1.0 MAX 279,254 SQ. FT.
PROPOSED 112,644 SQ. FT.

BUILDING HEIGHT
ALLOWABLE 28 FT.
PROPOSED 40 FT.

SET BACKS:
FRONT 30 FT. MIN.
SIDE YARDS 12 FT. MIN. ONE SIDE 24' TOTAL
REAR YARD 20 FT. MIN. 50 FT. ABUTTING RESIDENTIAL

REQUIRED PARKING
1/ 4,000 SQ. FT. UP TO 20,000
1/ 10,000 ABOVE 20,000 + 1/ BUSSINESS VEHICLE

20,000/ 4,000 = 5
92,644/ 10,000 = 9.6
14.6
15 PARKING SPACES REQUIRED
15 PARKING SPACES PROVIDED

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio
217 WEST A VENUE, SUITE 100
ELMHURST, IL 60126
T: 630-415-5906
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184.002314

The designs reflected in these documents are the property of the copyrighted works and are the intellectual property of Architects' Studio, LLC. They are not to be used in conditions other than those for which they were prepared or modified by Architects' Studio, LLC without the written permission of Architects' Studio, LLC.
COPYRIGHT © 2023
ARCHITECTS STUDIO, LLC.

REV'S	DATE	REVISIONS ISSUED

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

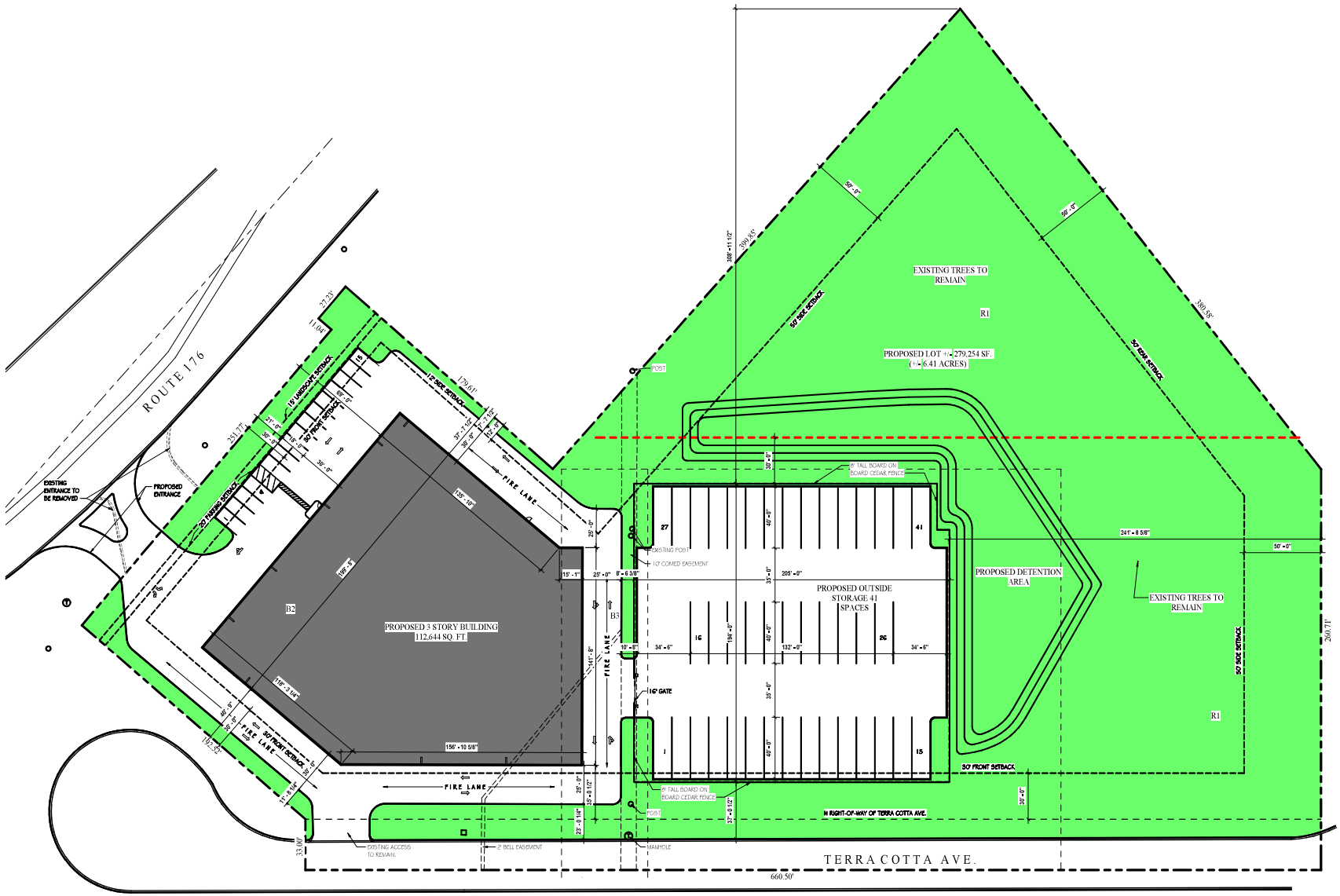
CLIENT
CRYSTAL LAKE STORAGE
2121 WAUKEGAN RD.
GLENVIEW, IL 60025

DRAWING TITLE:
COVER SHEET

SCALE: AS NOTED
DRAWN BY: FJMC
CHECKED BY: JB

DATE: 11/17/23
ISSUED FOR:
REVIEW

DRAWING #:
A0
OF



1 A1 PRELIMINARY ARCHITECTURAL SITE PLAN
SCALE: 1" = 30'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio
215 WEST AVENUE, SUITE 100
BARRINGTON, IL 60126
T: 630-631-9006
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184.002314

The designs reflected in these drawings are the property of the copyrighted works and are the intellectual property of Architects' Studio, LLC. These designs and drawings shall not be reproduced in any form or by any means without the written permission of Architects' Studio, LLC.
COPYRIGHT © 2023
ARCHITECTS STUDIO, LLC.

REV'S	DATE	REVISIONS ISSUES

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

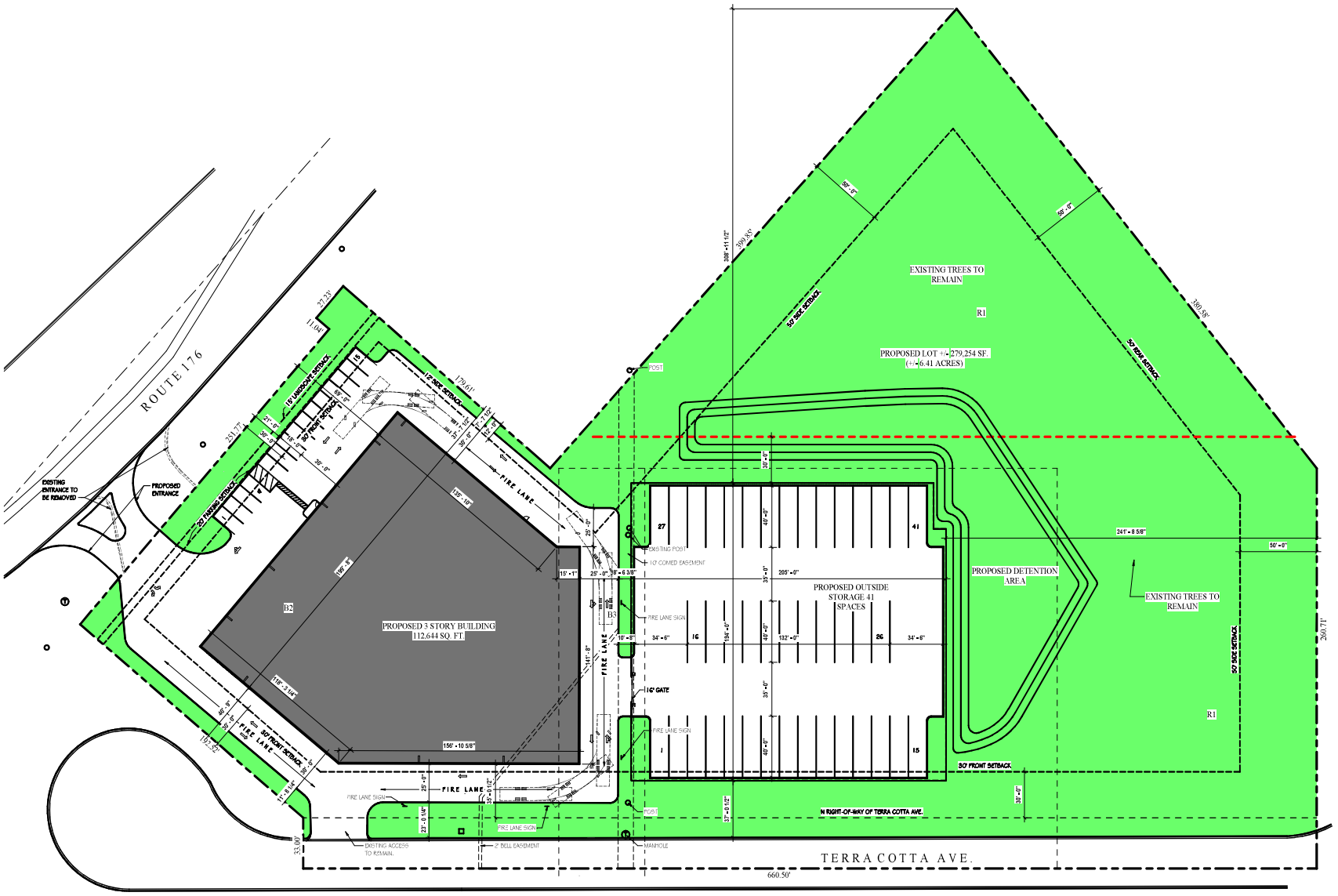
CLIENT
CRYSTAL LAKE STORAGE
2215 WEST AVENUE
BARRINGTON, IL 60126

DRAWING TITLE:
PRELIMINARY ARCHITECTURAL SITE PLAN

SCALE: AS NOTED
DRAWN BY: FJMC
CHECKED BY: JB

DATE: 11/17/23
ISSUED FOR:
REVIEW

DRAWING #:
A1
OF



1 A1.1 PRELIMINARY VEHICLE CIRCULATION PLAN
SCALE: 1" = 30'-0"

N

NOT FOR CONSTRUCTION

architects' studio
213 WEST AVENUE, SUITE 100
BARRINGTON, IL 60126
T: 630-631-9996
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184.002314

The designs reflected in these documents are the property and copyrighted works and are the intellectual property of Architects' Studio, LLC. They may not be used in any form or by any means without the written permission of Architects' Studio, LLC.
COPYRIGHT © 2023
ARCHITECTS STUDIO, LLC

REV'S	DATE	REVISIONS ISSUES

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

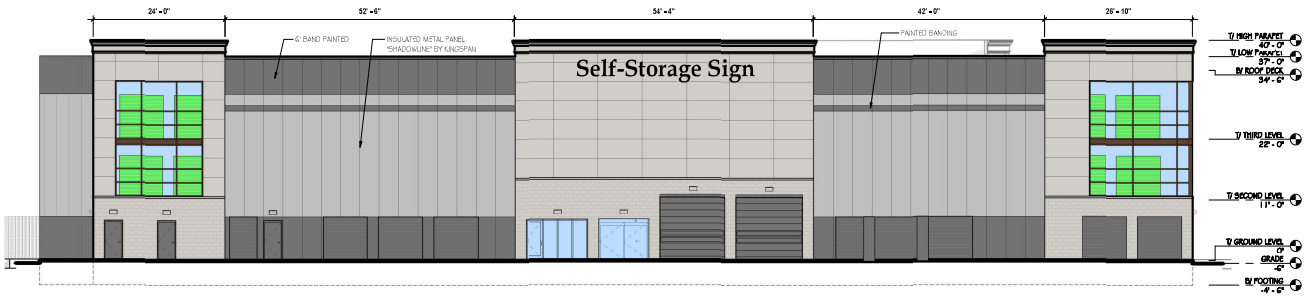
CLIENT
CRYSTAL LAKE STORAGE
2211 NORTH ELSTON
CHICAGO, IL 60625

DRAWING TITLE:
PRELIMINARY VEHICLE CIRCULATION PLAN

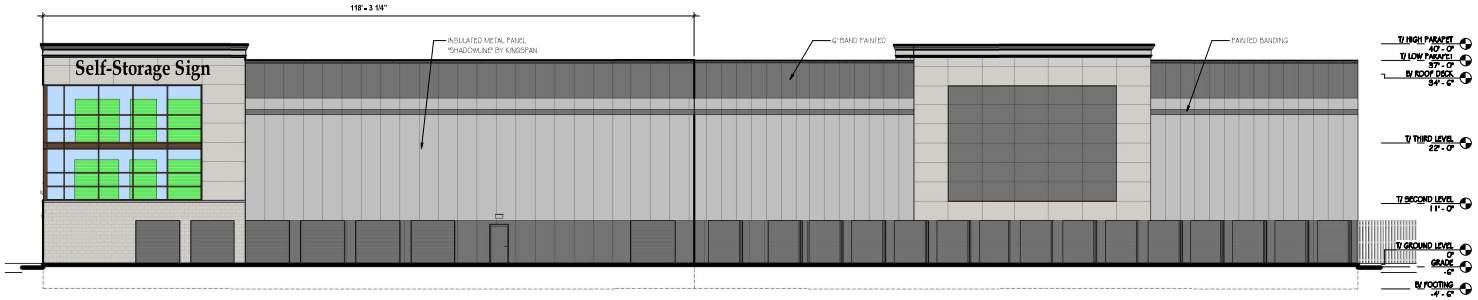
SCALE: AS NOTED
DRAWN BY: FJMC
CHECKED BY: JB

DATE: 11/17/23
ISSUED FOR:
REVIEW

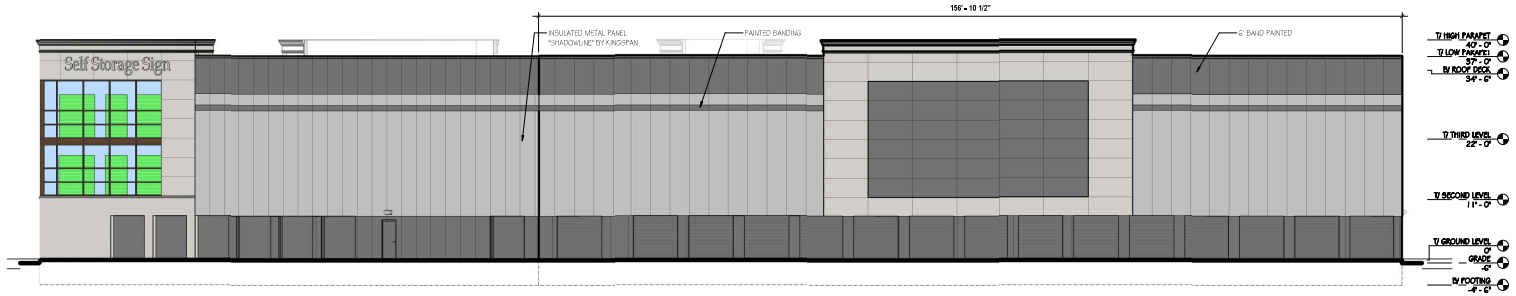
DRAWING #:
A1.1
OF



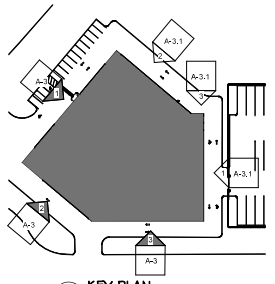
1 A-3 PROPOSED NORTHWEST ELEVATION
SCALE: 3/32" = 1'-0"



2 A-3 PROPOSED SOUTHWEST ELEVATION
SCALE: 3/32" = 1'-0"



3 A-3 PROPOSED SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



4 A-3 KEY PLAN
N.T.S.

PRELIMINARY

NOT FOR CONSTRUCTION

architects' studio
T: 630-615-9996
253 WEST A VENUE, SUITE 100
ELMHURST, IL 60126
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184.005314

This drawing reflected in these documents is the property and copyrighted works and are the intellectual property of Architects' Studio, LLC. They were created and developed for use on the project listed herein. They are not to be changed or altered in any form or by any means without the written permission of Architects' Studio, LLC.
COPYRIGHT © 2023
ARCHITECTS STUDIO, LLC

REV'S	DATE	REVISIONS ISSUED

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

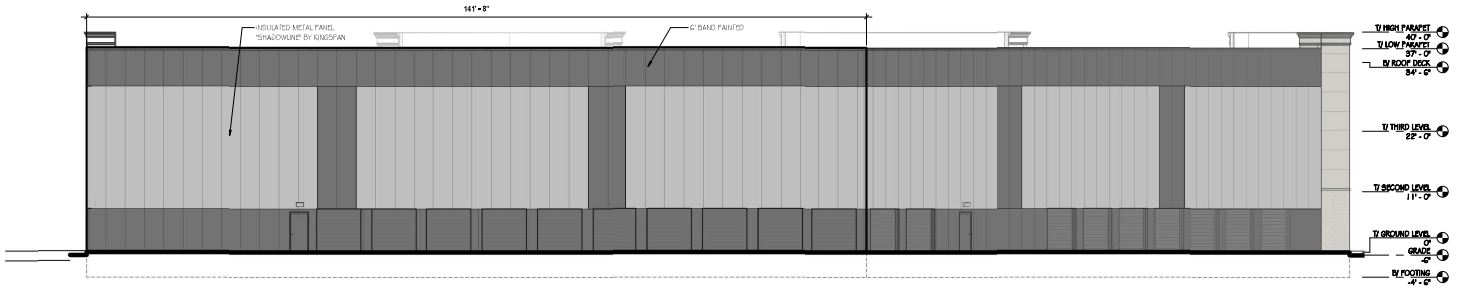
CLIENT
CRYSTAL LAKE STORAGE
1 TOWNE SQUARE
THEVOA, IL 60025

DRAWING TITLE:
ELEVATIONS

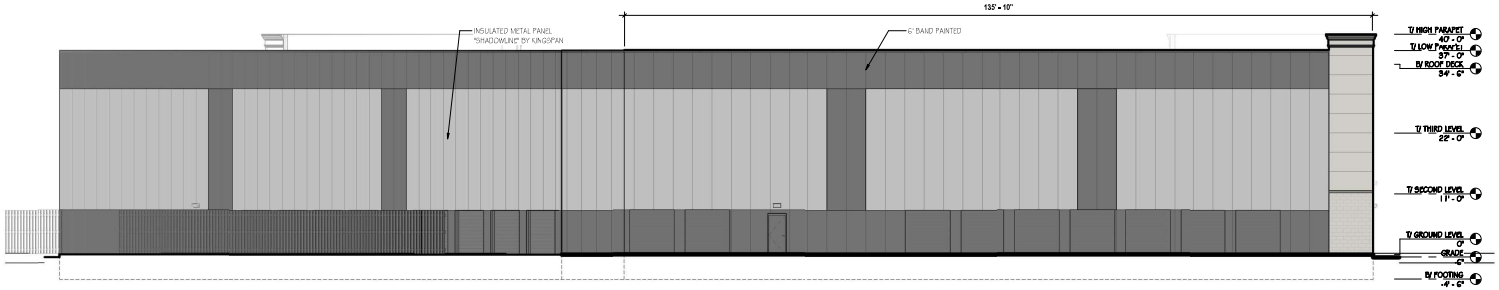
SCALE: AS NOTED
DRAWN BY: FJMC
CHECKED BY: JB

DATE: 11/17/23
ISSUED FOR:
REVIEW

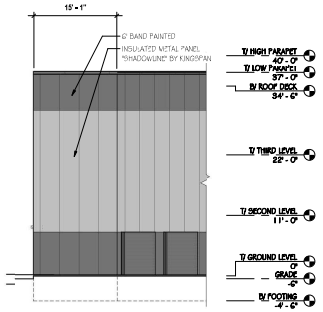
DRAWING #:
A-3
OF



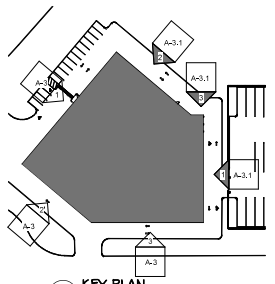
1 A-3.1 PROPOSED EAST ELEVATION
SCALE: 3/32" = 1'-0"



2 A-3.1 PROPOSED NORTHEAST ELEVATION
SCALE: 3/32" = 1'-0"



3 A-3.1 PROPOSED PARTIAL NORTHWEST ELEVATION
SCALE: 3/32" = 1'-0"



4 A-3.1 KEY PLAN
N.T.S.

PRELIMINARY

NOT FOR CONSTRUCTION

architects' studio
T: 630-415-5906
213 WEST A VENUE, SUITE 100
ELMHURST, IL 60126
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184.002314

This drawing, as an instrument of service, is and shall remain the property of Architects' Studio, LLC. The use of this drawing for any purpose not authorized by Architects' Studio, LLC. shall not be reproduced in any form or by any means without the written permission of Architects' Studio, LLC.
COPYRIGHT © 2023
ARCHITECTS STUDIO, LLC.

REV'S	DATE	REVISIONS ISSUED

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

CLIENT
CRYSTAL LAKE STORAGE
4504 TERRA COTTA
CRYSTAL LAKE, IL 60025

DRAWING TITLE:
ELEVATIONS

SCALE: AS NOTED
DRAWN BY: FZMC
CHECKED BY: JB

DATE: 11/17/23
ISSUED FOR:
REVIEW

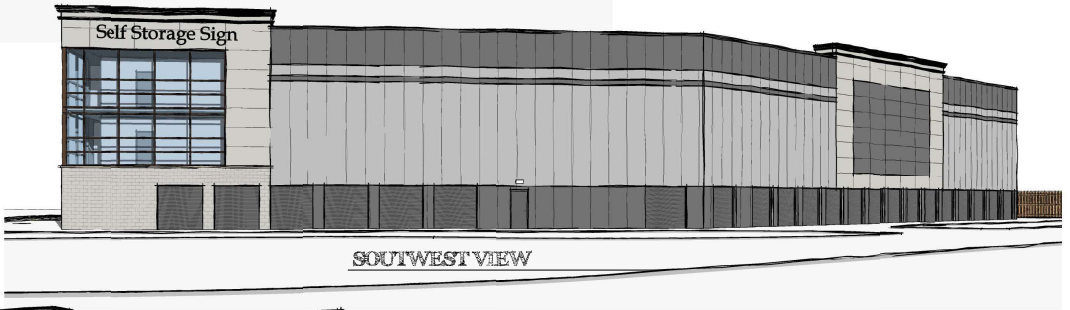
DRAWING #:
A-3.1
OF



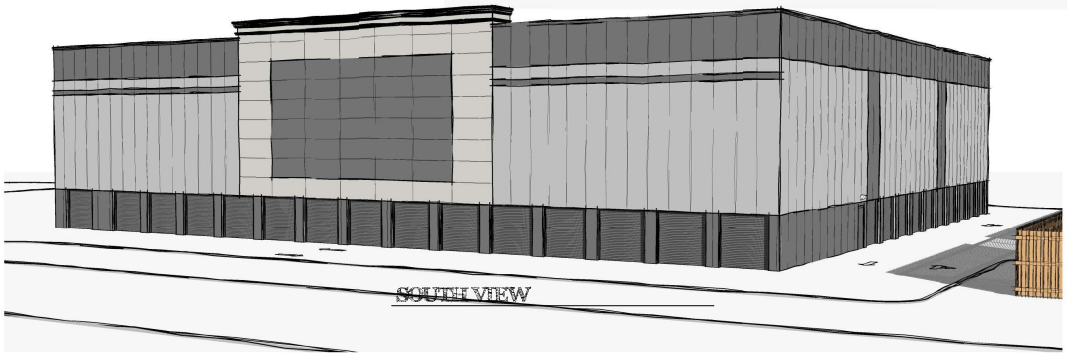
WEST VIEW



NORTHWEST VIEW



SOUTHWEST VIEW



SOUTH VIEW

NOT FOR CONSTRUCTION

architects' studio
T: 630-615-5906
215 WEST A VENUE, SUITE 100
ELMHURST, IL 60126
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184.005314

The designs reflected in these documents are the property and copyrighted works and are the intellectual property of Architects' Studio, LLC. These designs and conditions shall not be reproduced in any form or by any means without the express written permission of Architects' Studio, LLC.
COPYRIGHT © 2023
ARCHITECTS STUDIO, LLC.

REV'S	DATE	REVISIONS ISSUES

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

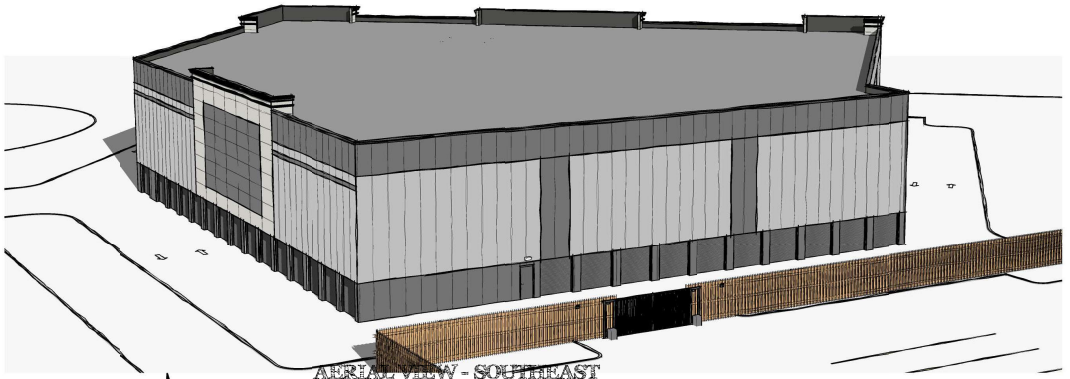
CLIENT
CRYSTAL LAKE STORAGE
1700 N. MAIN ST.
THOMAS, IL 60625

DRAWING TITLE:
PERSPECTIVES

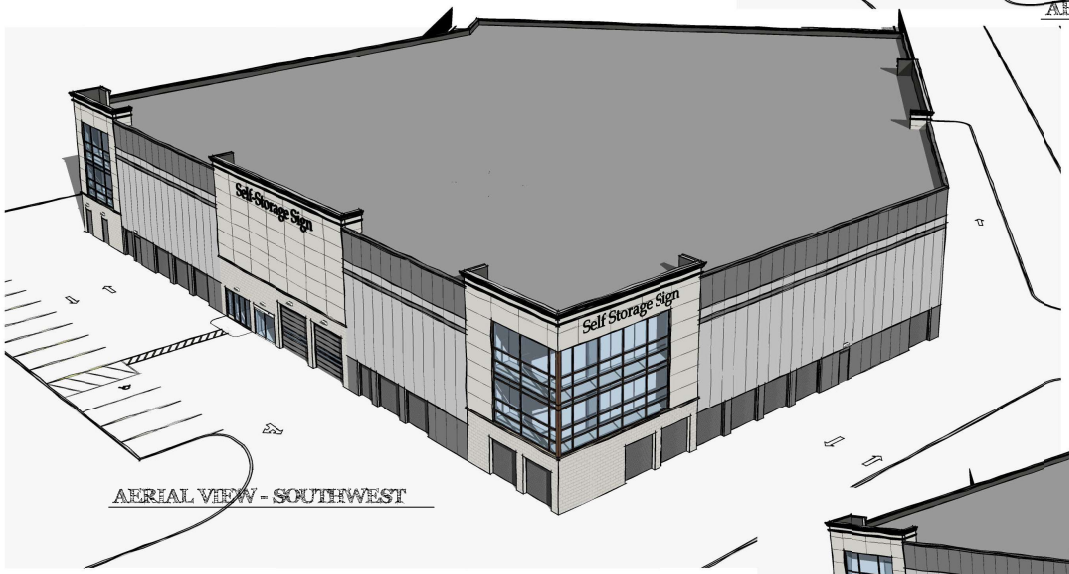
SCALE: AS NOTED
DRAWN BY: FJMC
CHECKED BY: JB

DATE: 11/17/23
ISSUED FOR:
REVIEW

DRAWING #:
A-4
OF



AERIAL VIEW - SOUTHEAST



AERIAL VIEW - SOUTHWEST



AERIAL VIEW - WEST

NOT FOR CONSTRUCTION

architects' studio
T: 630-615-9996
213 WEST A VENUE, SUITE 100
LAMBURT, IL 60126
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184.005314

The designs reflected in these documents are the property and copyrighted works and are the intellectual property of Architects' Studio, LLC. These designs and drawings shall not be reproduced in any form or by any means without the express written consent of Architects' Studio, LLC.

COPYRIGHT © 2023
ARCHITECTS STUDIO, LLC.

REV'S	DATE	REVISIONS ISSUED

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

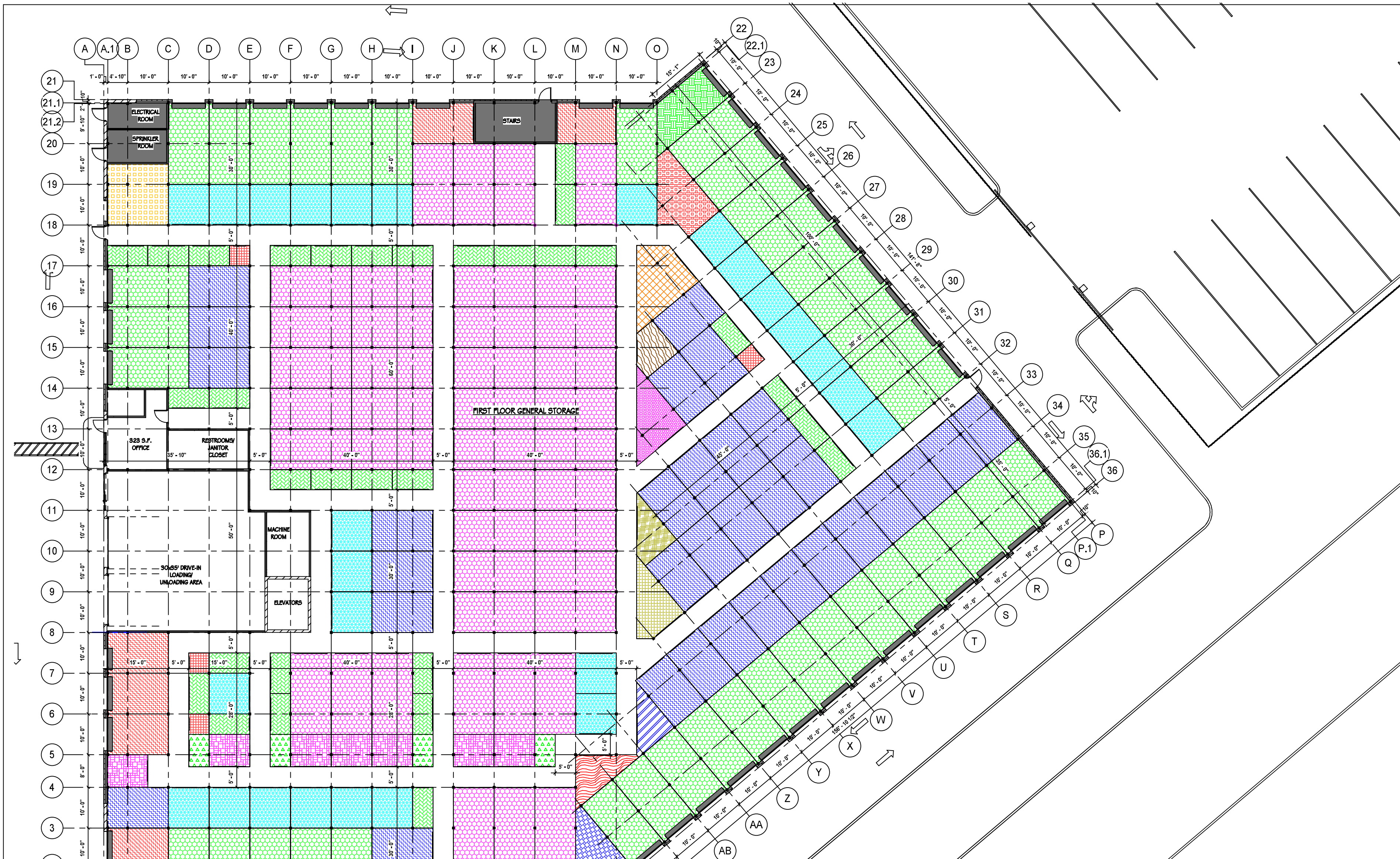
CLIENT
CRYSTAL LAKE STORAGE
1 TOWNE SQUARE
CHICAGO, IL 60625

DRAWING TITLE:
PERSPECTIVES

SCALE: AS NOTED
DRAWN BY: FJMC
CHECKED BY: JB

DATE: 11/17/23
ISSUED FOR:
REVIEW

DRAWING #:
A-4.1
OF



JOB SITE CRYSTAL LAKE SELF STORAGE

UNIT MIX SCHEDULE

CLIMATE CONTROLLED BUILDING	GROSS S.F.	5x5	5x8	5x10	8x10	10x10	10x15	10x15E	10X20	10x20E	15x15	62	70	81	85	86	88	93	96	99	111	115	116	130	134	141	145	151	152	153	190	191	200	201	# OF UNITS	MICS. AREAS - SQUARE FOOTAGE
FIRST FLOOR	37,548	4	4	31	7	26	31	9	41	38	1	0	0	0	1	0	1	1	0	0	1	1	0	0	1	0	0	0	0	1	1	1	1	1	203.00	FRONT OFFICE/TOILETS - 631 S.F.
SECOND FLOOR	37,548	10	3	31	9	121	45	0	16	0	0	1	1	1	0	1	0	0	1	1	0	0	1	1	0	1	1	1	1	0	0	1	0	0	248.00	
THIRD FLOOR	37,548	13	3	29	9	132	45	0	16	0	0	1	1	1	0	1	0	0	1	1	0	0	1	1	0	1	1	1	1	0	0	1	0	0	260.00	
# OF UNITS		27	10	91	25	279	121	9	73	38	1	2	2	2	1	2	1	1	2	2	1	1	2	2	1	2	2	2	2	1	1	3	1	1	711.00	TOTAL # OF UNITS
S.F. PER UNIT		25.00	40.00	50.00	80.00	100.00	150.00	150.00	200.00	200.00	225.00	62.00	70.00	81.00	85.00	86.00	88.00	93.00	96.00	99.00	111.00	115.00	116.00	130.00	134.00	141.00	145.00	151.00	152.00	153.00	190.00	191.00	200.00	201.00		
TOTAL S.F.		675.00	400.00	4,550.00	2,000.00	27,900.00	18,150.00	1,350.00	14,600.00	7,600.00	225.00	124.00	140.00	162.00	85.00	172.00	88.00	93.00	192.00	198.00	111.00	115.00	232.00	260.00	134.00	282.00	290.00	302.00	304.00	153.00	190.00	573.00	200.00	201.00	82,051.00	NET RENTABLE (S.F.)
% UNITS (#)		3.80%	1.41%	12.80%	3.52%	39.24%	17.02%	1.27%	10.27%	5.34%	0.14%	0.28%	0.28%	0.28%	0.14%	0.28%	0.14%	0.14%	0.28%	0.28%	0.14%	0.14%	0.28%	0.28%	0.14%	0.28%	0.28%	0.28%	0.28%	0.14%	0.14%	0.42%	0.14%	0.14%	100.00%	
% UNITS (S.F.)		0.82%	0.49%	5.55%	2.44%	34.00%	22.12%	1.65%	17.79%	9.26%	0.27%	0.15%	0.17%	0.20%	0.10%	0.21%	0.11%	0.11%	0.23%	0.24%	0.14%	0.14%	0.28%	0.32%	0.16%	0.34%	0.35%	0.37%	0.37%	0.19%	0.23%	0.70%	0.24%	0.24%		
TOTAL BUILDING	112,644																																			
																																			115.40	AVERAGE UNIT (S.F.)
																																			73%	EFFICIENCY

E= EXTERIOR UNIT

1 / A-2.2B PRELIMINARY GROUND LEVEL FLOOR PLAN - UNIT MIX
SCALE: 3/32" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio
257 WEST AVENUE SUITE 100
ELMHURST, IL 60126
T: 630-617-5990
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184-002314

The designs indicated in these drawings and specifications are copyrighted works and are the intellectual property of Architects' Studio, LLC.
These drawings and specifications shall not be reproduced in any form or by any means without the expressed written permission of Architects' Studio, LLC.
COPYRIGHT © 2023
ARCHITECTS' STUDIO, LLC.

REV #	DATE	REVISION / ISSUE

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

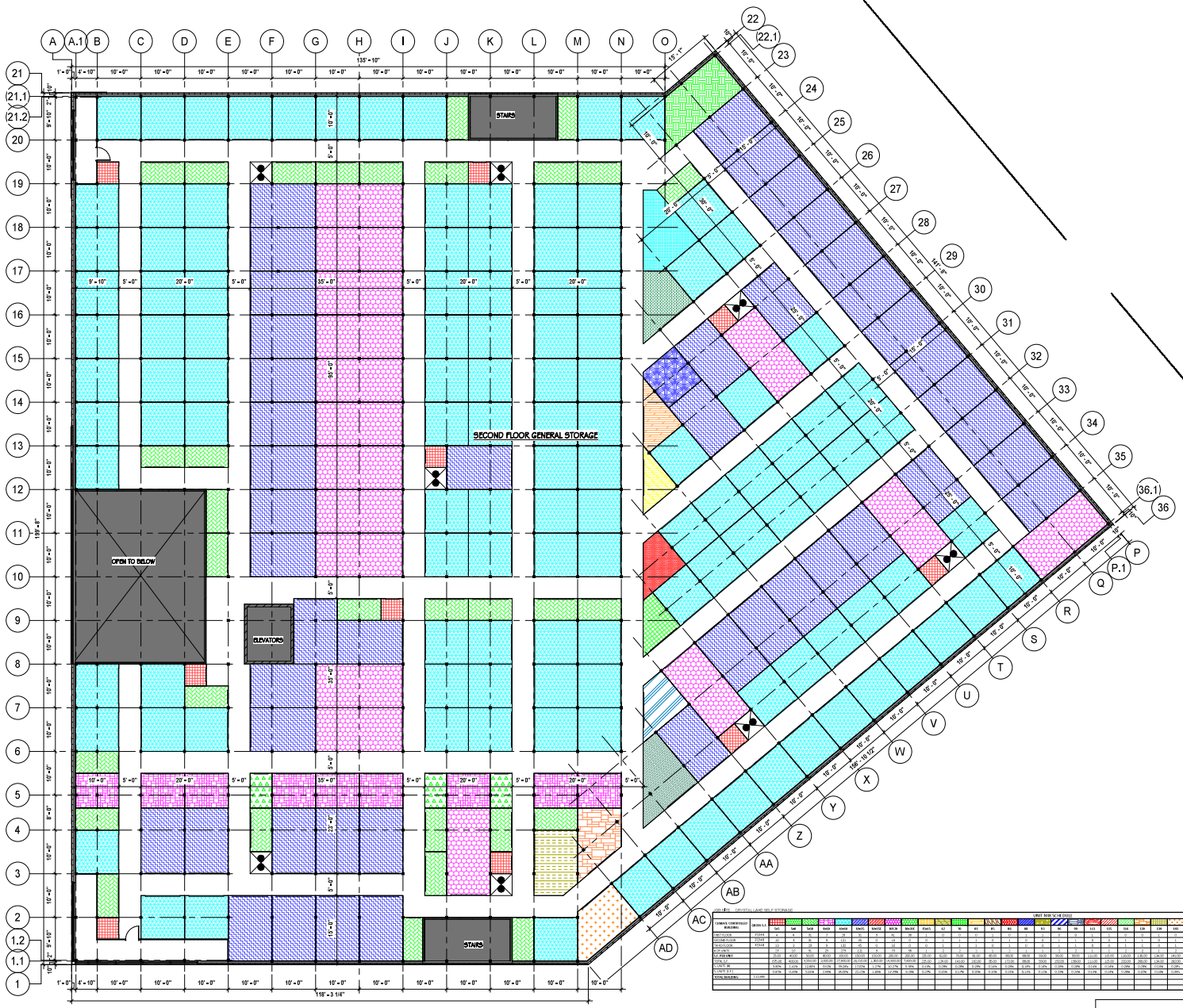
CLIENT:
CRYSTAL LAKE STORAGE
2121 WALTON ST.
CHICAGO, IL 60622

DRAWING TITLE:
PRELIMINARY GROUND FLOOR - UNIT MIX

SCALE: AS NOTED
DRAWN BY: FZMC
CHECKED BY: JB

DATE: 11/17/23
ISSUED FOR:
REVIEW

DRAWING #:
A-2.2B
OF



1 A-2.2C PRELIMINARY SECOND LEVEL FLOOR PLAN - UNIT MIX
SCALE: 3/32" = 1'-0"

UNIT MIX SCHEDULE

ULTIMATE CONDITIONED BUILDING	GROSS SF	S01	S02	S03	S04	S05	S06	S07	S08	S09	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24	S25	S26	S27	S28	S29	S30	# OF UNITS	UNITS AREAS - SQUARE FOOTAGE
FIRST FLOOR	37,614	4	4	6	4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	50	28,000
SECOND FLOOR	37,614	4	4	6	4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	50	28,000
THIRD FLOOR	37,614	4	4	6	4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	50	28,000
# OF UNITS		12	12	18	12	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	150	TOTAL # OF UNITS
SQ. FEET/UNIT		2,520	4,620	5,020	6,600	7,500	8,100	9,000	9,600	10,200	10,800	11,400	12,000	12,600	13,200	13,800	14,400	15,000	15,600	16,200	16,800	17,400	18,000	18,600	19,200	19,800	20,400	21,000	21,600	22,200	22,800	84,000	RETENTION SF'S
TOTAL SF		30,240	55,440	108,000	79,200	22,500	24,300	27,000	28,800	30,600	32,400	34,200	36,000	37,800	39,600	41,400	43,200	45,000	46,800	48,600	50,400	52,200	54,000	55,800	57,600	59,400	61,200	63,000	64,800	66,600	68,400	2,520,000	
% UNIT BY		0.80%	1.47%	2.86%	2.10%	0.60%	0.64%	0.71%	0.76%	0.81%	0.86%	0.90%	0.95%	1.00%	1.05%	1.10%	1.14%	1.19%	1.24%	1.29%	1.33%	1.38%	1.43%	1.48%	1.52%	1.57%	1.62%	1.67%	1.71%	1.76%	1.81%	100.00%	
% UNIT BY SF		0.80%	1.47%	2.86%	2.10%	0.60%	0.64%	0.71%	0.76%	0.81%	0.86%	0.90%	0.95%	1.00%	1.05%	1.10%	1.14%	1.19%	1.24%	1.29%	1.33%	1.38%	1.43%	1.48%	1.52%	1.57%	1.62%	1.67%	1.71%	1.76%	1.81%		
TOTAL BUILDING	112,842																															111,842 - 75% EFFICIENCY	AVERAGE UNIT'S SF: 16,800

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio
213 WEST J AVENUE, SUITE 109
LEMONT, IL 60439
T: 630-615-9506
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184.005314

The designs reflected in this drawing are the property of the copyrighted works and are the intellectual property of Architects' Studio, LLC. They are not to be used in any form or by any means without the written permission of Architects' Studio, LLC.
COPYRIGHT © 2023
ARCHITECTS STUDIO, LLC

REV'S	DATE	REVISIONS ISSUED

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

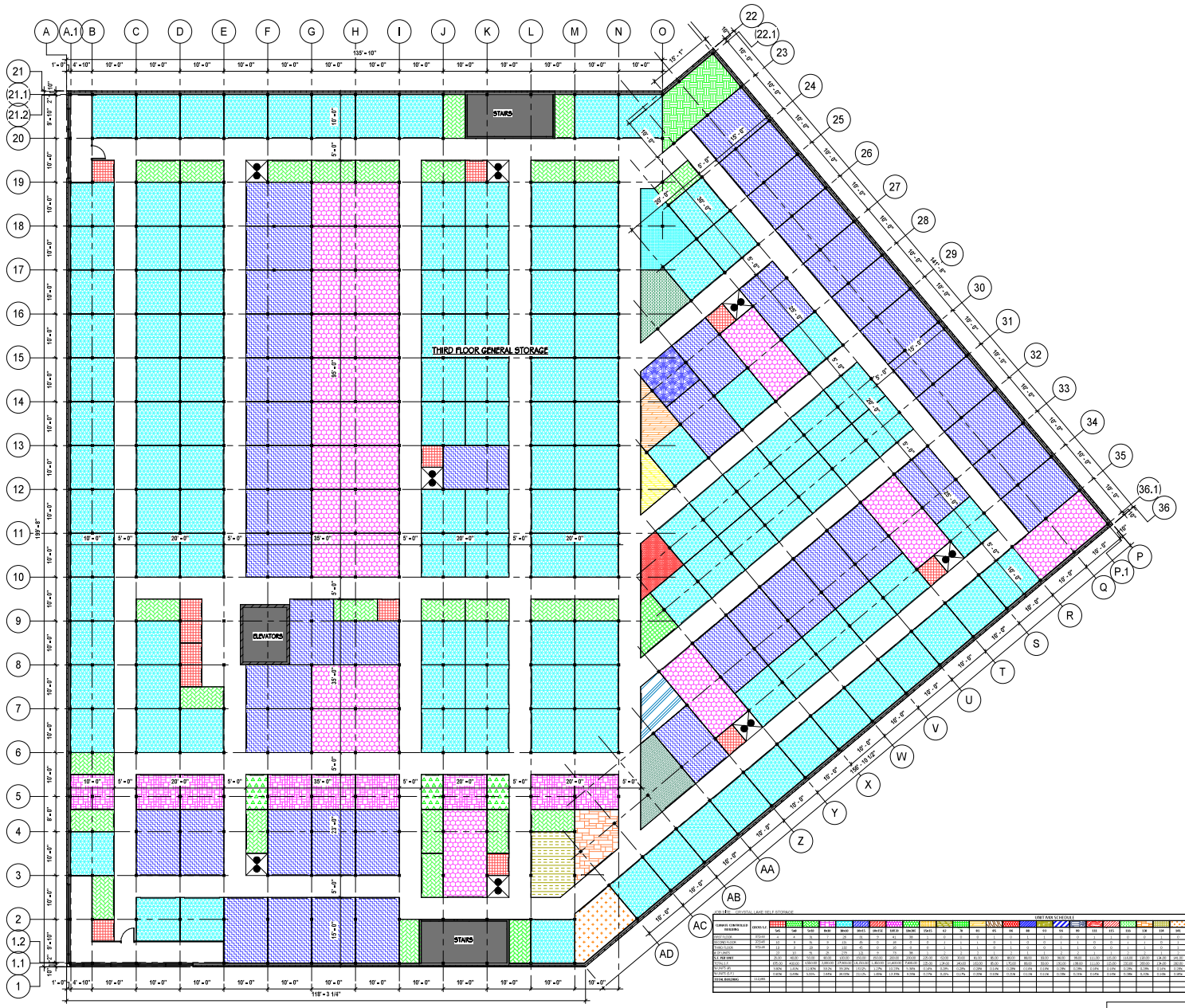
CLIENT
CRYSTAL LAKE STORAGE
1 N. WACKER DR.
CHICAGO, IL 60625

DRAWING TITLE:
PRELIMINARY SECOND LEVEL - UNIT MIX

SCALE: AS NOTED
DRAWN BY: FDMC
CHECKED BY: JS

DATE: 11/17/23
ISSUED FOR:
REVIEW

DRAWING #:
A-2.2C
OF



UNIT MIX SCHEDULE

CRYSTAL LAKE SELF STORAGE																																
CLIMATE CONTROLLED HOUSING	UNIT#	545	540	5430	5040	5040	5030	5020	5010	5000	4340	62	61	60	59	58	57	56	55	54	53	52	51	50	541	542	543	544	552	553	554	555	556	557	558	559	560	561	562	# OF UNITS	MIX - AREA - SQUARE FOOTAGE
FIRST FLOOR	40'x40'	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	40	40x40 CONVENIENCE STORE - 1600 SF
SECOND FLOOR	40'x40'	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	520	200 SF
THIRD FLOOR	40'x40'	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	520	200 SF
G.F. TOTAL		14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	560	TOTAL # OF UNITS
G.F. PERIMET		35.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	35.00		
TOTAL S.F.		490.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	490.00	22,400.00	NET RENTABLE S.F.
% UNITS BY		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	100.00%	
% SHIFTS BY		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
TOTAL BUILDING	112,000																																								AVERAGE UNIT IN S.F.
																																								40.00	AVERAGE UNIT IN S.F.
																																								13%	PERCENT OF BUILDING

1 PRELIMINARY THIRD LEVEL FLOOR PLAN - UNIT MIX
A-2.2D SCALE: 3/32" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio
213 WEST AVENUE, SUITE 100
LAMBERT, IL 60126
T: 630-615-9006
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184.002314

The designs reflected in these documents are the property and copyrighted works and are the exclusive property of Architects' Studio, LLC. These designs and conditions shall not be reproduced in any form or by any means without the written permission of Architects' Studio, LLC.
COPYRIGHT © 2023
ARCHITECTS STUDIO, LLC

REV'S	DATE	DRAWING ISSUES

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

CLIENT
CRYSTAL LAKE STORAGE
1 CRYSTAL LAKE
THROOP, IL 60625

DRAWING TITLE:
PRELIMINARY THIRD LEVEL - UNIT MIX

SCALE: AS NOTED
DRAWN BY: FJMC
CHECKED BY: JB

DATE: 11/17/23
ISSUED FOR:
REVIEW

DRAWING #:
A-2.2D
OF

PLANT SUMMARY

	Required	Provided
Perimeter: P-Lots @ ROW *(145 L.F. along parking spaces)*		
Total Trees	4	5
Total Shrubs	37	37
Foundation Landscape		
Planting Area *(5' wide)*	Yes	No
Buffer Landscape *(adjacent to residential on S & E)*	Yes	Extg. Woodland to remain
South Boundary *(803 L.F.)*:		
Planting Area *(50' wide)*	Yes	No / Yes
Total Trees - Canopy	16	76*
Total Trees - Ornamental	48	5
Total Trees - Evergreen	32	14
Shrubs	193	0**
East Boundary *(608 L.F.)*:		
Planting Area *(50' wide)*	Yes	Yes
Total Trees - Canopy	12	23***
Total Trees - Ornamental	36	0***
Total Trees - Evergreen	24	0***
Shrubs	146	0***

*Total includes (51) existing trees + (6) new trees.

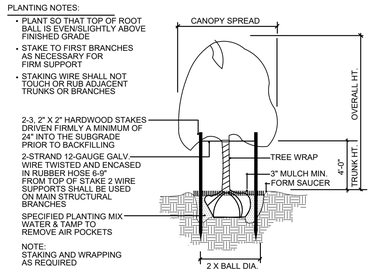
**Existing scrub underbrush to remain undisturbed.

***Existing scrub woodland to remain undisturbed.

PLANT & MATERIALS LIST

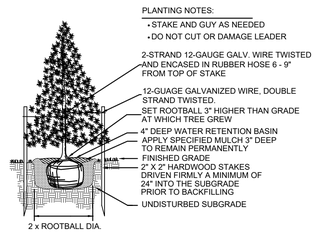
TO BE PROVIDED AT TIME OF FINAL PLANS - REFER TO SHEET L0.2 FOR PLANT SYMBOLS KEY.

PLANTING DETAILS



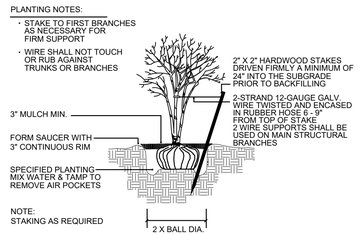
TREE PLANTING & STAKING

NOT TO SCALE



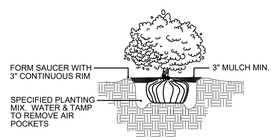
EVERGREEN TREE PLANTING

NOT TO SCALE



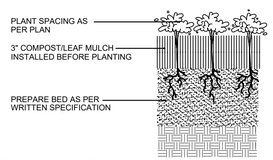
MULTI-TRUNK TREE STAKING

NOT TO SCALE



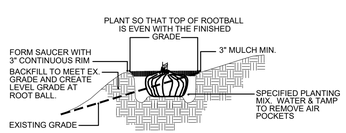
SHRUB PLANTING

NOT TO SCALE



PERENNIAL PLANTING

NOT TO SCALE



HILLSIDE PLANTING

NOT TO SCALE

NOTES - GENERAL LANDSCAPE

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
2. CALL J.U.L.I.E. UTILITY LOCATING SERVICE (TEL 800.892.0123), 48 HOURS PRIOR TO THE START OF ANY DIGGING.
3. GENERAL PLANT NOTES:
   A. ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
   B. ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
   C. ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 50 MILES).
   D. PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT. PLANTS SHALL NOT BE PRUNED/HEDGED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD OBSTRUCTION).
   E. ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER, AND SIMILAR SIGNS OF DEFERRED MAINTENANCE.
4. LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SPREADING TOPSOIL (6"-12" DEEP), FINE GRADING, AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS, PRIOR TO INSTALLING ANY PLANT MATERIAL.
6. PRIOR TO SPREADING TOPSOIL, THE LANDSCAPE CONTRACTOR SHALL INSPECT AND ACCEPT ALL BASE GRADES. ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
7. ALL SHRUB, GROUNDCOVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE PREPARED WITH A SOIL AMENDMENT MIX - 1/3 TOPSOIL, 1/3 MUSHROOM COMPOST, AND 1/3 TORPEDO SAND. MATERIAL SHALL BE ROTO-TILLED JUST PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
8. ALL PLANTING ISLANDS SHALL BE MOUNDED TO PROVIDE POSITIVE DRAINAGE.
9. ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SPADED EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
10. ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NON-DYED, BROWN).
11. LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE WITH LANDSCAPE MAINTENANCE CONTRACTOR, TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
12. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
14. EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
15. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
16. PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
17. PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD, AT THE COST TO THE CONTRACTOR.
18. CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS PER SPECIFICATIONS. PLANTING SOIL SHALL BE AMENDED PER SPECIFICATIONS.
19. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
20. ALL TURF SHALL SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL, NOT PEAT), PER VILLAGE, SEED IS NOT ALLOWED.
21. CONTRACTOR SHALL RESTORE LAWN AREAS THAT HAVE REMAINED PARTIALLY INTACT, TOP DRESSING WITH SOIL, SCARIFYING, AND SEEDING TO FORM A SMOOTH, FULL, EVEN LAWN, FREE OF BARE SPOTS, INDENTATIONS, AND WEEDS.
22. LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY. CONTRACTOR IS RESPONSIBLE FOR ERECTING AND INSTALLING PROPERLY BUILT AMENITIES PER CODE, PER SITE CONDITIONS (FINAL GRADING & UTILITY LOCATIONS), AND PER AREA CLIMATE CONDITIONS. ALL LANDSCAPE SITE DETAILS FOR STRUCTURES AND FOOTINGS SHALL BE REVIEWED & APPROVED BY A STRUCTURAL ENGINEER.
23. CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL.
24. (IF APPLICABLE) CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

PROJECT TEAM

DEVELOPER:
DESIGN BUILD STORAGE, LLC
P.O. BOX 3517
BARRINGTON, IL 60011
TEL (847) 417-4550

CONTACT: JIM LAPETINA

ARCHITECT:
ARCHITECTS' STUDIO
257 N. WEST AVENUE, SUITE 100
ELMHURST, IL 60126
TEL (630) 617-5990

CONTACT: JEFF BUDGELL

CIVIL ENGINEER:
NORTHWESTERN ENGINEERING CONSULTANTS
675 N. NORTH COURT, SUITE 160
PALATINE, IL 60067
TEL (847) 520-8410

CONTACT: DAN HAVLIR

ARBORIST:
PRAIRIE STATE DESIGN STUDIO
805 BANBURY DRIVE
OTTAWA, IL 61350
TEL (815) 324-2061

CONTACT: ANDY STAHR

LANDSCAPE ARCHITECT:
DICKSON DESIGN STUDIO, INC.
526 SKYLINE DRIVE
ALGONQUIN, IL 60102
TEL (847) 878-4019 / (847) 804-8708

CONTACT: SHARON DICKSON / JEFF TORRENS

SHEET INDEX

L0.1 PROJECT TEAM
NOTES - GENERAL LANDSCAPE
PLANTING DETAILS
PLANTING SUMMARY
PLANT & MATERIALS LIST

L0.2 PLANT SYMBOLS KEY
TREE CONDITION RATING SCALE
NOTES - TREE PRESERVATION
DETAILS: TREE PROTECTION FENCE

L0.3 TREE INVENTORY - ONSITE
TREE SUMMARY - ONSITE REMOVALS
TREE INVENTORY - OFFSITE

L1.1 TREE PRESERVATION / REMOVAL PLAN - DETAIL SHEET L1.1

L1.2 TREE PRESERVATION / REMOVAL PLAN - DETAIL SHEETS L1.2 A & L1.2 B

L2.0 LANDSCAPE PLAN
FENCE DETAIL: BOARD-ON-BOARD, 8' HIGH

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241 8181

CLIENT NAME AND ADDRESS

DESIGN BUILD STORAGE, LLC
BARRINGTON, IL

PLAN DATE

SEPTEMBER 21, 2023

REVISIONS

1.	12/6/23 PER CITY COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, IL

TREE PRESERVATION / REMOVAL & LANDSCAPE PLANS - COVER

SHEET NUMBER

L0.1

PLANT SYMBOLS KEY

NOTE!
NOT ALL PLANT SYMBOLS MAY BE DEPICTED ON PLANS.

EXISTING DECIDUOUS TREE

EXISTING EVERGREEN TREE

EXISTING SHRUBS & PERENNIALS

SHADE / CANOPY TREES, 2.5"+ CALIPER

ORNAMENTAL TREES, 8'-10'+ TALL

EVERGREEN TREES, 6'-10'+ TALL

LARGE, DECIDUOUS SHRUBS, 36"-48" TALL

SMALL, DECIDUOUS SHRUBS, 18"-24" TALL

SMALL, EVERGREEN SHRUBS, 24" TALL/WIDE

LARGE, ORNAMENTAL GRASS, 3 GALLON

SMALL ORNAMENTAL GRASS, 1 GALLON

PERENNIAL FLOWERS & GROUNDCOVER, 1 GALLON

KEY: TREE CONDITION RATING

Condition Rating Scale:

Note! Davey's rating, (City of Crystal Lake's equivalent rating)

1 - Very Good (Excellent)
The tree is typical of the species, has less than 10% deadwood in the crown that is attributable to normal cause, has no other observed problems, and requires no remedial action.

2 - Good (Good to Fair)
The tree is typical of the species and/or has less than 20% deadwood in the crown, only one or two minor problems that are easily corrected with normal care.

3 - Fair (Fair)
The tree is not typical of the species and/or has less than 30% deadwood in the crown, one or two minor problems that are not eminently lethal to the tree, and no significant decay or structural problems, but the tree must have remedial care above normal care in order to minimize the impact of future stress and to ensure continued health.

4 - Poor (Fair to Poor)
The tree is typical of the species and/or has significant problems such as 30% to 50% deadwood in the crown, serious decay or structural defect, insects, disease or other problems that can be eminently lethal to the tree or create a hazardous tree if not corrected in a short period of time or if the tree is subjected to additional stress.

5 - Critical (Poor)
The tree is not typical of the species and/or has over 50% deadwood in the crown, major decay or structural problems, is hazardous or is severely involved with insects, disease, or other problems, that even if aggressively corrected, would not result in the long-term survival of the tree.

6 - Dead (Dead)
Less than 10% of the tree shows signs of life.

NOTES - TREE PRESERVATION

1. TREE PRESERVATION:

   A. **ALL WORK MUST BE PERFORMED ACCORDING TO THE APPROVED TREE PRESERVATION PLAN. IT IS STRONGLY RECOMMENDED TO DOCUMENT GOOD STEWARDSHIP PRACTICES DURING CONSTRUCTION. IF REQUIRED, PRIOR TO COMMENCING ANY DEMOLITION / CONSTRUCTION ACTIVITY, NOTIFY MUNICIPAL FORESTRY DEPARTMENT (NOTIFY AT LEAST 48 HOURS IN ADVANCE OF WORK).**

   B. AN APPROVED TREE PRESERVATION PLAN MUST BE AVAILABLE AT THE BUILDING SITE.

   C. PRIOR TO ANY DEMOLITION / CONSTRUCTION ACTIVITY, INSTALL TREE PRESERVATION FENCE AND PERFORM ROOT PRUNING FOR ALL PROTECTED TREES.

   D. FENCE THE CRITICAL ROOT ZONE (CRZ) / CANOPY DRIP-LINE, OF THE ENTIRE EXISTING TREE TO BE PRESERVED, WITH TREE PROTECTION FENCE. FENCE TO PREVENT WOUNDS TO THE TREE & SOIL COMPACTION. POST THE FENCE WITH A SIGN STATING, "TREE PROTECTION ZONE - KEEP OUT".

   E. ALL REQUIRED TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL THE TIME OF FINISH GRADING AND LANDSCAPING.

   F. NO TRENCHING SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES FOR ANY CONSTRUCTION ACTIVITY, UNLESS PRE-APPROVED BY PROJECT ARBORIST &/OR PROJECT LANDSCAPE ARCHITECT.

   G. NO GRADE CHANGES SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES OF TREES FOR ANY CONSTRUCTION ACTIVITY.

   H. SHOULD IT BE NECESSARY TO TRENCH WITHIN THE CRZ FOR UTILITIES, INCLUDING DISCONNECTION OR CAPPING OF EXISTING UTILITIES, ALL TRENCHES SHALL BE HAND DUG. NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS NO OTHER ALTERNATIVE IS FEASIBLE. ALL SMALLER ROOTS THAT REQUIRE CUTTING, SHALL BE CUT WITH A SHARP PRUNING SAW. CUTS SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH. IF AT ANY TIME, TWENTY-FIVE PERCENT (25%) OF THE AREA WITHIN THE CRZ IS BEING SEPARATED FROM THE TREE BY A TRENCH, THEN THE LINE SHALL BE EITHER RELOCATED OR INSTALLED USING TRENCH-LESS METHODS.

   I. LOCATE THE PROPOSED WATER AND SEWER LINES OUTSIDE OF THE TREE PROTECTION ZONE OR INSTALL THE SEWER AND WATER UTILITIES USING TRENCH-LESS METHODS. AUGER THROUGH THE ENTIRE TREE PROTECTION ZONE, LOCATE PITS OUTSIDE OF THE TREE PROTECTION ZONE.

   J. THE PROPOSED WATER SERVICE LINE VALVES (B-BOXES), ARE TO BE TEN FEET (10') FROM PRESERVED TREES. IF FUTURE UTILITY EXCAVATIONS NEED TO OCCUR, THIS REDUCES THE CHANCES OF EXTENSIVE STEM OR ROOT DAMAGE, WHICH COULD LEAD TO TREE DECLINE.

   K. AT NO TIME SHALL ANY EQUIPMENT, MATERIALS, SUPPLIES OR FILL SOIL BE ALLOWED IN THE TREE PROTECTION ZONE(S). DO NOT STORE EXCAVATED SOIL OR THE DUMPSTER WITHIN THE DRIP-LINE (CRZ) OF THE PRESERVED TREE(S).

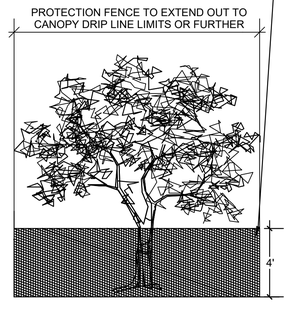
   L. **REMOVAL OF ANY HARDSCAPE WITHIN THE TREE PROTECTION ZONES WILL BE DONE BY HAND.** NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS THERE IS NO ALTERNATIVE FEASIBLE. CUTS WILL BE MADE WITH A SHARP PRUNING SAW TO AVOID TEARING AND WILL BE FLUSH WITH THE TREE SIDE OF THE TRENCH.

   M. THE TREE PROTECTION ZONE MAY BE MULCHED TO IMPROVE THE GROWING CONDITIONS FOR TREE ROOTS AND TO MINIMIZE MAINTENANCE OF THE LAWN.

   N. ALL OFF-SITE TREES SHALL BE PRESERVED.

   O. EXISTING TREES SHOWN TO REMAIN SHALL BE PRESERVED TO THE BEST EXTENT POSSIBLE, PENDING FINAL SITE PLAN, FINAL CIVIL ENGINEERING, AND/OR ANY UNFORESEEN ISSUES.

DETAIL: TREE PROTECTION FENCE



FENCE TO BE PROVIDED AROUND ALL OFF-SITE TREES WHOSE CANOPY DRIP-LINE EXTENDS ACROSS BOUNDARIES OF PROJECT SITE.

FENCE IS FOR PROTECTION OF ZOOT ZONES.

FENCE SHALL REMAIN IN PLACE ON PROJECT SITE UNTIL ADJACENT CONSTRUCTION IS COMPLETE.

FENCE SHALL BE 4' TALL, ORANGE, SNOW-FENCE (OR APPROVED EQUAL), POSTED WITH A SIGN THAT READS:
"TREE PROTECTION ZONE - KEEP OUT"

SECURE FENCE TO WOODEN STAKES OR METAL POLES, SPACED NO GREATER THAN 8' ON CENTER

NOTE!
AFTER EXISTING TREES ARE FENCED, NOTHING IS TO BE DISTURBED, STORED, PARKED, ETC., INSIDE CONSTRUCTION FENCE. REMOVE FENCE ONLY AFTER ALL CONSTRUCTION WORK HAS BEEN COMPLETED.

dickson design
STUDIO
9 CRYSTAL LAKE ROAD,
SUITE 110
LAKE IN THE HILLS, IL 60156
224 241 8181

CLIENT NAME AND ADDRESS

DESIGN BUILD STORAGE, LLC
BARRINGTON, IL

PLAN DATE

SEPTEMBER 21, 2023

REVISIONS

1.	12/6/23 PER CITY COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, IL

TREE PRESERVATION / REMOVAL PLAN: NOTES & DETAILS

SHEET NUMBER

L0.2

TREE INVENTORY - ONSITE

TAG #	COMMON NAME	BOTANICAL NAME	GROUP	DBH	CONDITION	OUTCOME
1	Crabapple	*Malus spp.*	B	4.5	2-Good to Fair	REMOVE
2	Eastern red cedar	*Juniperus virginiana*	B	3.8	2-Good to Fair	REMOVE
3	Crabapple	*Malus spp.*	B	4.8	3-Fair	REMOVE
4	American elm	*Ulmus americana*	D	51.7	3-Fair	REMOVE
5	Northern hackberry	*Celtis occidentalis*	A	2.8	2-Good to Fair	Preserve
6	Northern hackberry	*Celtis occidentalis*	A	6.5	3-Fair	Preserve
7	American elm	*Ulmus americana*	D	15.4	3-Fair	Preserve
8	Northern hackberry	*Celtis occidentalis*	A	2.0	2-Good to Fair	Preserve
9	Northern hackberry	*Celtis occidentalis*	A	10.3	2-Good to Fair	Preserve
10	Black walnut	*Juglans nigra*	C	10.8	2-Good to Fair	Preserve
11	Northern hackberry	*Celtis occidentalis*	A	2.9	2-Good to Fair	Preserve
12	Black walnut	*Juglans nigra*	C	13.3	2-Good to Fair	Preserve
13	Northern hackberry	*Celtis occidentalis*	A	3.0	2-Good to Fair	Preserve
14	Boxelder	*Acer negundo*	D	8.3	4-Fair to Poor	Preserve
15	Northern hackberry	*Celtis occidentalis*	A	2.1	2-Good to Fair	Preserve
16	Black walnut	*Juglans nigra*	C	8.7	2-Good to Fair	Preserve
17	Black walnut	*Juglans nigra*	C	8.1	3-Fair	Preserve
18	Siberian elm	*Ulmus pumila*	D	32.8	4-Fair to Poor	Preserve
19	Northern hackberry	*Celtis occidentalis*	A	3.2	2-Good to Fair	Preserve
20	Boxelder	*Acer negundo*	D	6.1	5-Poor	Preserve
21	Boxelder	*Acer negundo*	D	10.7	4-Fair to Poor	Preserve
22	Northern hackberry	*Celtis occidentalis*	A	2.8	2-Good to Fair	Preserve
23	Northern hackberry	*Celtis occidentalis*	A	2.0	2-Good to Fair	Preserve
24	Black walnut	*Juglans nigra*	C	10.8	2-Good to Fair	Preserve
25	Black walnut	*Juglans nigra*	C	10.6	3-Fair	Preserve
26	Black walnut	*Juglans nigra*	C	6.4	2-Good to Fair	Preserve
27	American elm	*Ulmus americana*	D	16.2	3-Fair	Preserve
28	Black walnut	*Juglans nigra*	C	10.9	3-Fair	Preserve
29	Boxelder	*Acer negundo*	D	9.4	5-Poor	Preserve
30	Eastern red cedar	*Juniperus virginiana*	B	3.4	3-Fair	Preserve
31	Black walnut	*Juglans nigra*	C	13.0	2-Good to Fair	Preserve
32	White mulberry	*Morus alba*	D	10.4	3-Fair	Preserve
33	Black walnut	*Juglans nigra*	C	13.4	3-Fair	Preserve
34	Black walnut	*Juglans nigra*	C	13.2	2-Good to Fair	Preserve
35	White mulberry	*Morus alba*	D	6.2	3-Fair	REMOVE
36	Siberian elm	*Ulmus pumila*	D	19.4	4-Fair to Poor	Preserve
37	Black walnut	*Juglans nigra*	C	17.2	2-Good to Fair	REMOVE
38	Boxelder	*Acer negundo*	D	7.3	5-Poor	REMOVE
39	Boxelder	*Acer negundo*	D	10.6	5-Poor	Preserve
40	Black walnut	*Juglans nigra*	C	11.7	2-Good to Fair	Preserve
41	Northern hackberry	*Celtis occidentalis*	A	5.8	2-Good to Fair	Preserve
42	Boxelder	*Acer negundo*	D	8.5	5-Poor	Preserve
43	Siberian elm	*Ulmus pumila*	D	6.4	4-Fair to Poor	REMOVE
44	Northern hackberry	*Celtis occidentalis*	A	3.2	2-Good to Fair	Preserve
45	Northern hackberry	*Celtis occidentalis*	A	3.9	2-Good to Fair	Preserve
46	Northern hackberry	*Celtis occidentalis*	A	2.9	2-Good to Fair	Preserve
47	Black walnut	*Juglans nigra*	C	7.7	2-Good to Fair	Preserve
48	Northern hackberry	*Celtis occidentalis*	A	4.3	2-Good to Fair	Preserve
49	Eastern cottonwood	*Populus deltoides*	C	29.9	3-Fair	Preserve
50	Northern hackberry	*Celtis occidentalis*	A	2.7	2-Good to Fair	Preserve
51	Black walnut	*Juglans nigra*	C	12.8	2-Good to Fair	Preserve
52	Northern hackberry	*Celtis occidentalis*	A	3.5	2-Good to Fair	Preserve
53	Northern hackberry	*Celtis occidentalis*	A	4.4	2-Good to Fair	Preserve
54	Northern hackberry	*Celtis occidentalis*	A	2.4	2-Good to Fair	Preserve
55	Northern hackberry	*Celtis occidentalis*	A	2.5	3-Fair	Preserve
56	Northern hackberry	*Celtis occidentalis*	A	5.1	2-Good to Fair	Preserve
57	Northern hackberry	*Celtis occidentalis*	A	3.5	2-Good to Fair	Preserve
58	Black walnut	*Juglans nigra*	C	7.0	3-Fair	Preserve
59	Black walnut	*Juglans nigra*	C	12.2	2-Good to Fair	Preserve
60	Boxelder	*Acer negundo*	D	6.4	4-Fair to Poor	Preserve
61	Boxelder	*Acer negundo*	D	11.1	6-Dead	Preserve
62	Black walnut	*Juglans nigra*	C	13.3	2-Good to Fair	Preserve
63	Northern hackberry	*Celtis occidentalis*	A	4.1	2-Good to Fair	Preserve
64	Northern hackberry	*Celtis occidentalis*	A	3.4	2-Good to Fair	Preserve
65	Northern hackberry	*Celtis occidentalis*	A	2.8	2-Good to Fair	Preserve
66	Black walnut	*Juglans nigra*	C	6.9	3-Fair	Preserve
67	Eastern cottonwood	*Populus deltoides*	C	31.3	3-Fair	Preserve
68	Boxelder	*Acer negundo*	D	7.6	5-Poor	Preserve
69	Boxelder	*Acer negundo*	D	11.4	3-Fair	Preserve
70	Northern hackberry	*Celtis occidentalis*	A	5.4	2-Good to Fair	Preserve
71	Black walnut	*Juglans nigra*	C	10.1	3-Fair	Preserve
72	Northern hackberry	*Celtis occidentalis*	A	2.0	2-Good to Fair	Preserve
73	White mulberry	*Morus alba*	D	18.5	3-Fair	Preserve
74	Northern hackberry	*Celtis occidentalis*	A	2.1	2-Good to Fair	Preserve
75	Black walnut	*Juglans nigra*	C	9.4	2-Good to Fair	Preserve
76	Northern hackberry	*Celtis occidentalis*	A	2.1	2-Good to Fair	Preserve
77	Black walnut	*Juglans nigra*	C	10.5	2-Good to Fair	Preserve
78	Eastern cottonwood	*Populus deltoides*	C	26.8	3-Fair	Preserve
79	White mulberry	*Morus alba*	D	16.8	3-Fair	Preserve
80	Eastern cottonwood	*Populus deltoides*	C	38.3	3-Fair	Preserve
81	Boxelder	*Acer negundo*	D	6.5	4-Fair to Poor	Preserve
82	Eastern cottonwood	*Populus deltoides*	C	23.4	3-Fair	Preserve
83	Eastern cottonwood	*Populus deltoides*	C	27.5	3-Fair	Preserve
84	Eastern cottonwood	*Populus deltoides*	C	8.2	3-Fair	Preserve
85	Boxelder	*Acer negundo*	D	12.1	3-Fair	Preserve
86	White mulberry	*Morus alba*	D	11.1	3-Fair	Preserve
87	Siberian elm	*Ulmus pumila*	D	15.1	4-Fair to Poor	Preserve
88	Black walnut	*Juglans nigra*	C	16.8	2-Good to Fair	Preserve
89	Black cherry	*Prunus serotina*	C	13.4	4-Fair to Poor	Preserve
90	Boxelder	*Acer negundo*	D	7.4	6-Dead	Preserve
91	Boxelder	*Acer negundo*	D	15.4	6-Dead	Preserve
92	Eastern cottonwood	*Populus deltoides*	C	26.8	3-Fair	Preserve
93	Boxelder	*Acer negundo*	D	10.1	3-Fair	Preserve
94	Siberian elm	*Ulmus pumila*	D	7.1	4-Fair to Poor	Preserve
95	Boxelder	*Acer negundo*	D	7.1	5-Poor	Preserve
96	Boxelder	*Acer negundo*	D	7.3	6-Dead	Preserve
97	Siberian elm	*Ulmus pumila*	D	10.1	6-Dead	Preserve
98	Siberian elm	*Ulmus pumila*	D	11.5	6-Dead	Preserve
99	Boxelder	*Acer negundo*	D	14.7	4-Fair to Poor	Preserve
100	White mulberry	*Morus alba*	D	6.4	3-Fair	Preserve
101	Siberian elm	*Ulmus pumila*	D	24	4-Fair to Poor	Preserve
102	Boxelder	*Acer negundo*	D	9.2	6-Dead	Preserve
103	Eastern cottonwood	*Populus deltoides*	C	35.1	3-Fair	Preserve
104	Boxelder	*Acer negundo*	D	6.1	6-Dead	Preserve
105	American elm	*Ulmus americana*	D	11.4	3-Fair	Preserve
106	American elm	*Ulmus americana*	D	7.5	3-Fair	Preserve
107	American elm	*Ulmus americana*	D	6.6	3-Fair	Preserve
108	American elm	*Ulmus americana*	D	11.5	3-Fair	Preserve
109	Black walnut	*Juglans nigra*	C	16.3	3-Fair	Preserve
110	Siberian elm	*Ulmus pumila*	D	14.5	4-Fair to Poor	Preserve
111	Black walnut	*Juglans nigra*	C	13.2	2-Good to Fair	Preserve
112	White mulberry	*Morus alba*	D	7.2	3-Fair	Preserve
113	Northern hackberry	*Celtis occidentalis*	A	4.2	2-Good to Fair	Preserve
114	Norway maple	*Acer plantanoides*	B	11.8	3-Fair	Preserve
115	Siberian elm	*Ulmus pumila*	D	22.7	3-Fair	REMOVE
116	Black cherry	*Prunus serotina*	C	10.1	3-Fair	REMOVE
117	Eastern cottonwood	*Populus deltoides*	C	9.2	3-Fair	REMOVE
118	Eastern red cedar	*Juniperus virginiana*	B	4.8	2-Good to Fair	REMOVE
119	Eastern red cedar	*Juniperus virginiana*	B	5.5	2-Good to Fair	REMOVE
120	Norway maple	*Acer plantanoides*	B	21.4	3-Fair	REMOVE
121	Boxelder	*Acer negundo*	D	6.3	5-Poor	REMOVE
122	Boxelder	*Acer negundo*	D	6.3	3-Fair	REMOVE
123	Eastern cottonwood	*Populus deltoides*	C	45.2	5-Poor	REMOVE
124	American elm	*Ulmus americana*	D	15.1	3-Fair	REMOVE
125	Black walnut	*Juglans nigra*	C	15.3	2-Good to Fair	REMOVE
126	Black walnut	*Juglans nigra*	C	6.3	2-Good to Fair	REMOVE
127	Norway maple	*Acer plantanoides*	B	26.9	3-Fair	Preserve
128	Boxelder	*Acer negundo*	D	6.4	6-Dead	Preserve
129	Black walnut	*Juglans nigra*	C	16.2	2-Good to Fair	Preserve
130	Black cherry	*Prunus serotina*	C	20.9	4-Fair to Poor	Preserve
131	Boxelder	*Acer negundo*	D	10.8	5-Poor	Preserve
132	Northern hackberry	*Celtis occidentalis*	A	4.9	2-Good to Fair	Preserve
133	Northern hackberry	*Celtis occidentalis*	A	4.2	2-Good to Fair	Preserve
134	Siberian elm	*Ulmus pumila*	D	23.7	4-Fair to Poor	Preserve
135	Black walnut	*Juglans nigra*	C	13.7	2-Good to Fair	Preserve
136	Northern hackberry	*Celtis occidentalis*	A	2.1	2-Good to Fair	Preserve
137	Black walnut	*Juglans nigra*	C	13.6	2-Good to Fair	Preserve
138	Siberian elm	*Ulmus pumila*	D	20.3	5-Poor	Preserve
139	Boxelder	*Acer negundo*	D	10.6	6-Dead	Preserve
140	Black walnut	*Juglans nigra*	C	14.4	2-Good to Fair	Preserve
141	Boxelder	*Acer negundo*	D	6.8	4-Fair to Poor	Preserve
142	Northern hackberry	*Celtis occidentalis*	A	4.2	3-Fair	Preserve
143	Boxelder	*Acer negundo*	D	10.2	6-Dead	Preserve
144	American elm	*Ulmus americana*	D	10.7	3-Fair	Preserve
145	Boxelder	*Acer negundo*	D	12.3	6-Dead	Preserve
146	Siberian elm	*Ulmus pumila*	D	12.3	4-Fair to Poor	Preserve
147	Boxelder	*Acer negundo*	D	6.9	6-Dead	Preserve
148	Black walnut	*Juglans nigra*	C	13.2	2-Good to Fair	Preserve
149	American elm	*Ulmus americana*	D	6.1	3-Fair	Preserve
150	Boxelder	*Acer negundo*	D	7.2	4-Fair to Poor	Preserve
151	Black walnut	*Juglans nigra*	C	9.8	3-Fair	Preserve
152	Black cherry	*Prunus serotina*	C	9.1	3-Fair	Preserve
153	Black cherry	*Prunus serotina*	C	11.3	3-Fair	Preserve
154	Siberian elm	*Ulmus pumila*	D	11.3	5-Poor	REMOVE
155	American elm	*Ulmus americana*	D	11.1	4-Fair to Poor	REMOVE
156	American elm	*Ulmus americana*	D	15.6	3-Fair	REMOVE
157	Eastern red cedar	*Juniperus virginiana*	B	4.5	2-Good to Fair	REMOVE
158	Black cherry	*Prunus serotina*	C	11.4	3-Fair	REMOVE
159	Siberian elm	*Ulmus pumila*	D	10.2	3-Fair	REMOVE
160	Siberian elm	*Ulmus pumila*	D	7.1	3-Fair	REMOVE
161	Siberian elm	*Ulmus pumila*	D	14.6	4-Fair to Poor	REMOVE
162	Siberian elm	*Ulmus pumila*	D	8.7	3-Fair	REMOVE
163	Siberian elm	*Ulmus pumila*	D	10.4	4-Fair to Poor	REMOVE
164	Siberian elm	*Ulmus pumila*	D	22.6	4-Fair to Poor	REMOVE
165	Siberian elm	*Ulmus pumila*	D	22.8	4-Fair to Poor	REMOVE
166	Siberian elm	*Ulmus pumila*	D	11	4-Fair to Poor	REMOVE
167	Siberian elm	*Ulmus pumila*	D	11.1	4-Fair to Poor	Preserve
168	Siberian elm	*Ulmus pumila*	D	18.5	4-Fair to Poor	Preserve
169	Siberian elm	*Ulmus pumila*	D	18.1	4-Fair to Poor	REMOVE
170	Boxelder	*Acer negundo*	D	36.8	5-Poor	REMOVE
171	White mulberry	*Morus alba*	D	7.9	4-Fair to Poor	REMOVE
172	Northern hackberry	*Celtis occidentalis*	A	2.6	2-Good to Fair	REMOVE
173	White mulberry	*Morus alba*	D	13.1	4-Fair to Poor	REMOVE
174	Siberian elm	*Ulmus pumila*	D	15.3	3-Fair	REMOVE
175	Siberian elm	*Ulmus pumila*	D	17.7	4-Fair to Poor	REMOVE
176	Black walnut	*Juglans nigra*	C	18.4	3-Fair	REMOVE
177	Northern hackberry	*Celtis occidentalis*	A	3.1	2-Good to Fair	REMOVE
178	Siberian elm	*Ulmus pumila*	D	36.4	3-Fair	REMOVE
179	White mulberry	*Morus alba*	D	9.4	4-Fair to Poor	REMOVE
180	Siberian elm	*Ulmus pumila*	D	20.2	4-Fair to Poor	REMOVE
181	White mulberry	*Morus alba*	D	20.2	3-Fair	REMOVE
182	Siberian elm	*Ulmus pumila*	D	8.2	5-Poor	Preserve
183	Black walnut	*Juglans nigra*	C	23.2	3-Fair	Preserve
187	Norway maple	*Acer plantanoides*	B	8	3-Fair	REMOVE
188	Norway maple	*Acer plantanoides*	B	6.8	3-Fair	REMOVE
189	Norway maple	*Acer plantanoides*	B	3.1	2-Good to Fair	REMOVE
190	Crabapple	*Malus spp.*	B	9	3-Fair	REMOVE
191	Norway maple	*Acer plantanoides*	B	4	3-Fair	REMOVE
192	Norway maple	*Acer plantanoides*	B	3.8	3-Fair	REMOVE
193	Norway maple	*Acer plantanoides*	B	5.7	2-Good to Fair	REMOVE
194	Norway maple	*Acer plantanoides*	B	6.5	3-Fair	REMOVE
195	Siberian elm	*Ulmus pumila*	D	9.3	3-Fair	REMOVE
196	Siberian elm	*Ulmus pumila*	D	34	3-Fair	REMOVE
197	Siberian elm	*Ulmus pumila*	D	9.1	3-Fair	REMOVE
198	Siberian elm	*Ulmus pumila*	D	16.7	3-Fair	REMOVE
199	Norway maple	*Acer plantanoides*	B	8.8	3-Fair	REMOVE
200	Norway maple	*Acer plantanoides*	B	4.1	2-Good to Fair	REMOVE
201	Siberian elm	*Ulmus pumila*	D	13.8	4-Fair to Poor	REMOVE
207	Siberian elm	*Ulmus pumila*	D	10.7	4-Fair to Poor	Preserve
208	Siberian elm	*Ulmus pumila*	D	8.2	6-Dead	Preserve
209	White mulberry	*Morus alba*	D	18.7	3-Fair	Preserve
210	Siberian elm	*Ulmus pumila*	D	12.4	4-Fair to Poor	Preserve
211	Siberian elm	*Ulmus pumila*	D	29.2	4-Fair to Poor	Preserve
212	Siberian elm	*Ulmus pumila*	D	14.9	6-Dead	Preserve
213	White mulberry	*Morus alba*	D	8.7	3-Fair	REMOVE
214	Siberian elm	*Ulmus pumila*	D	13.2	6-Dead	Preserve
215	Siberian elm	*Ulmus pumila*	D	41.8	4-Fair to Poor	REMOVE
216	Northern hackberry	*Celtis occidentalis*	A	3.4	2-Good to Fair	REMOVE
217	White mulberry	*Morus alba*	D	6.6	3-Fair	REMOVE
218	Siberian elm	*Ulmus pumila*	D	6.7	6-Dead	REMOVE
219	Siberian elm	*Ulmus pumila*	D	18.1	4-Fair to Poor	REMOVE
220	Siberian elm	*Ulmus pumila*	D	21.2	4-Fair to Poor	Preserve
221	Siberian elm	*Ulmus pumila*	D	14.5	4-Fair to Poor	REMOVE
222	Siberian elm	*Ulmus pumila*	D	8.6	4-Fair to Poor	REMOVE
223	White mulberry	*Morus alba*	D	11	4-Fair to Poor	REMOVE
224	Eastern red cedar	*Juniperus virginiana*	B	2.5	2-Good to Fair	REMOVE
225	Eastern red cedar	*Juniperus virginiana*	B	3.6	2-Good to Fair	Preserve
226	Eastern red cedar	*Juniperus virginiana*	B	2.5	2-Good to Fair	REMOVE
227	Siberian elm	*Ulmus pumila*	D	8.4	4-Fair to Poor	REMOVE
228	Siberian elm	*Ulmus pumila*	D	11.6	4-Fair to Poor	REMOVE
229	Norway maple	*Acer plantanoides*	B	8.4	3-Fair	REMOVE
230	Black cherry	*Prunus serotina*	C	6.2	3-Fair	REMOVE
231	American elm	*Ulmus americana*	D	9.2	4-Fair to Poor	Preserve
232	Black cherry	*Prunus serotina*	C	6.2	3-Fair	Preserve
233	Black walnut	*Juglans nigra*	C	10	3-Fair	Preserve
234	Black cherry	*Prunus serotina*	C	6.5	3-Fair	Preserve
235	Siberian elm	*Ulmus pumila*	D	9.8	4-Fair to Poor	Preserve
236	Siberian elm	*Ulmus pumila*	D	10.9	5-Poor	Preserve
237	Siberian elm	*Ulmus pumila*	D	11.2	6-Dead	Preserve
238	Black walnut	*Juglans nigra*	C	12.4	2-Good to Fair	Preserve
239	Siberian elm	*Ulmus pumila*	D	18.7	5-Poor	Preserve
240	Boxelder	*Acer negundo*	D	8.6	5-Poor	Preserve
241	Black walnut	*Juglans nigra*	C	7.3	3-Fair	Preserve
242	American elm	*Ulmus americana*	D	7.2	3-Fair	Preserve
243	White mulberry	*Morus alba*	D	1	4-Fair to Poor	REMOVE
244	Siberian elm	*Ulmus pumila*	D	10.4	4-Fair to Poor	REMOVE
245	Siberian elm	*Ulmus pumila*	D	7.1	4-Fair to Poor	REMOVE
246	Siberian elm	*Ulmus pumila*	D	6.7	4-Fair to Poor	REMOVE
247	Siberian elm	*Ulmus pumila*	D	8.5	4-Fair to Poor	REMOVE
248	Siberian elm	*Ulmus pumila*	D	1	4-Fair to Poor	REMOVE
249	Black walnut	*Juglans nigra*	C	12.8	3-Fair	Preserve
250	White mulberry	*Morus alba*	D	10.1	3-Fair	REMOVE
251	Siberian elm	*Ulmus pumila*	D	6.0	2-Good to Fair	REMOVE
252	Siberian elm	*Ulmus pumila*	D	43.4	3-Fair	REMOVE
253	Siberian elm	*Ulmus pumila*	D	18.3	4-Fair to Poor	REMOVE
254	White mulberry	*Morus alba*	D	6.2	3-Fair	REMOVE
255	Boxelder	*Acer negundo*	D	20.3	6-Dead	Preserve
256	Boxelder	*Acer negundo*	D	22.1	6-Dead	Preserve
257	Siberian elm	*Ulmus pumila*	D	10.6	3-Fair	Preserve
258	Siberian elm	*Ulmus pumila*	D	23.2	3-Fair	REMOVE
259	Siberian elm	*Ulmus pumila*	D	13.0	3-Fair	REMOVE
260	Siberian elm	*Ulmus pumila*	D	9.0	3-Fair	REMOVE
261	White mulberry	*Morus alba*	D	7.3	3-Fair	REMOVE
262	Siberian elm	*Ulmus pumila*	D	18.6	4-Fair to Poor	REMOVE
263	Siberian elm	*Ulmus pumila*	D	7.1	6-Dead	REMOVE
264	Siberian elm	*Ulmus pumila*	D	6.3	3-Fair	REMOVE
265	Siberian elm	*Ulmus pumila*	D	6.9	3-Fair	REMOVE
266	White mulberry	*Morus alba*	D	10.1	4-Fair to Poor	REMOVE
267	Siberian elm	*Ulmus pumila*	D	8.6	6-Dead	REMOVE
268	Siberian elm	*Ulmus pumila*	D	14.9	6-Dead	REMOVE
269	Black walnut	*Juglans nigra*	C	16.9	3-Fair	REMOVE
270	Siberian elm	*Ulmus pumila*	D	7.9	4-Fair to Poor	REMOVE
271	Siberian elm	*Ulmus pumila*	D	7.3	4-Fair to Poor	REMOVE
272	Siberian elm	*Ulmus pumila*	D	15.1	5-Poor	REMOVE
273	Black walnut	*Juglans nigra*	C	7.3	3-Fair	REMOVE
274	Black walnut	*Juglans nigra*	C	8.2	3-Fair	REMOVE
275	Eastern red cedar	*Juniperus virginiana*	B	10.4	2-Good to Fair	REMOVE
276	Eastern red cedar	*Juniperus virginiana*	B	6.6	2-Good to Fair	REMOVE
277	Siberian elm	*Ulmus pumila*	D	6.5	6-Dead	REMOVE
278	Eastern cottonwood	*Populus deltoides*	C	9.2	4-Fair to Poor	REMOVE
279	Eastern red cedar	*Juniperus virginiana*	B	4.3	2-Good to Fair	REMOVE
280	Eastern red cedar	*Juniperus virginiana*	B	2.5	2-Good to Fair	REMOVE
281	Eastern red cedar	*Juniperus virginiana*	B	2.7	2-Good to Fair	REMOVE
282	Siberian elm	*Ulmus pumila*	D	7.7	6-Dead	REMOVE
283	Siberian elm	*Ulmus pumila*	D	6.1	6-Dead	REMOVE
284	Eastern red cedar	*Juniperus virginiana*	B	2.6	2-Good to Fair	REMOVE
285	Eastern red cedar	*Juniperus virginiana*	B	3.2	2-Good to Fair	REMOVE
286	Eastern red cedar	*Juniperus virginiana*	B	2.6	2-Good to Fair	REMOVE
287	Eastern red cedar	*Juniperus virginiana*	B	7.9	2-Good to Fair	REMOVE
288	Siberian elm	*Ulmus pumila*	D	11.9	6-Dead	Preserve
289	Norway maple	*Acer plantanoides*	B	8.9	3-Fair	REMOVE
290	Siberian elm	*Ulmus pumila*	D	17.5	5-Poor	REMOVE
291	Siberian elm	*Ulmus pumila*	D	19.2	5-Poor	Preserve
292	Eastern red cedar	*Juniperus virginiana*	B	2.5	2-Good to Fair	Preserve
293	Siberian elm	*Ulmus pumila*	D	11.7	6-Dead	Preserve
294	Eastern red cedar	*Juniperus virginiana*	B	3.4	2-Good to Fair	Preserve
295	Black cherry	*Prunus serotina*	C	19.0	4-Fair to Poor	Preserve
296	Eastern red cedar	*Juniperus virginiana*	B	3.9	2-Good to Fair	Preserve
297	Eastern red cedar	*Juniperus virginiana*	B	2.8	2-Good to Fair	Preserve
298	Eastern red cedar	*Juniperus virginiana*	B	3.3	2-Good to Fair	Preserve
299	Eastern red cedar	*Juniperus virginiana*	B	2.7	2-Good to Fair	Preserve
300	Eastern red cedar	*Juniperus virginiana*	B	2.1	2-Good to Fair	Preserve

NOTE! All offsite trees shall be preserved.

TREE SUMMARY - ONSITE REMOVALS

REMOVALS	QUANTITY	TOTAL DBH
Group A	3	9.1
Group B	30	174.2
Group C	13	180.9
Group D	73	993.2
TOTAL:	119	1357.4
TOTAL TREES - ONSITE*:	292	3,236.0

*Note! As currently inventoried, entire property was not inventoried.

TREE INVENTORY - OFFSITE

TAG #	COMMON NAME	BOTANICAL NAME	GROUP	DBH	CONDITION	OUTCOME
184	Black walnut	*Juglans nigra*	C	14.3	3-Fair	(Offsite)
185	White mulberry	*Morus alba*	D	6.9	3-Fair	(Offsite)
186	Siberian elm	*Ulmus pumila*	D	40.4	3-Fair	(Offsite)
202	Norway maple	*Acer plantanoides*	B	8.4	2-Good to Fair	(Offsite)
203	Kentucky coffeetree	*Gymnocladus dioica*	B	3.3	2-Good to Fair	(Offsite, ROW)
204	Kentucky coffeetree	*Gymnocladus dioica*	B	2.4	3-Fair	(Offsite, ROW)
205	Kentucky coffeetree	*Gymnocladus dioica*	B	2.4	3-Fair	(Offsite, ROW)
206	Kentucky coffeetree	*Gymnocladus dioica*	B	2.4	3-Fair	(Offsite, ROW)

NOTE! All offsite trees shall be preserved.

dickson design STUDIO

9 CRYSTAL LAKE ROAD,
SUITE 110
LAKE IN THE HILLS, IL 60156
224 241 8181

CLIENT NAME AND ADDRESS

DESIGN BUILD STORAGE, LLC

BARRINGTON, IL

PLAN DATE

SEPTEMBER 21, 2023

REVISIONS

1.	12/6/23 PER CITY COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY

4504 TERRA COTTA AVENUE

CRYSTAL LAKE, IL

TREE PRESERVATION / REMOVAL PLAN: TREE INVENTORY

SHEET NUMBER

L0.3

TREE PRES / REMOVAL PLAN
SHEET L1.2 B

TREE PRES / REMOVAL PLAN
SHEET L1.1

TREE PRES / REMOVAL PLAN
SHEET L1.2 A

PROPOSED THREE-STORY
SELF STORAGE BUILDING

ILLINOIS ROUTE 176

TERRA COTTA AVENUE

S39°37'12"W 27.23'
S50°22'48"E 11.04'
S49°09'28"E 179.03'
S39°37'12"W 251.77'
S49°35'13"E 192.52'
S40°58'07"W 399.85'
N38°36'53"W 380.58'
N00°31'35"W 227.71'
N89°27'59"E 660.90'

50' BLDG. SETBACK
42' BLDG. SETBACK
30' BLDG. SETBACK

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5

EX. COMMERCIAL BUSINESS
EX. RESIDENTIAL
EX. WOODED AREA TO REMAIN
EX. GRASS
EX. ASPHALT PAVEMENT
EX. CONC. PAVEMENT
EX. CONC. BARRIER MEDIAN
2' EASEMENT FOR THE ILLINOIS BELL TELEPHONE COMPANY, SCALED PER DOC #1963R04115
THE COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY PER DOC #1981357522
N RIGHT-OF-WAY OF TERRA COTTA AVE.
S LINE NE 1/4 SECTION 34-44-08

NORTH

TREE PRESERVATION & REMOVAL PLAN
SCALE: 1" = 30'-0"

0 15' 30' 60'

dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241 8181

CLIENT NAME AND ADDRESS

DESIGN BUILD STORAGE, LLC
BARRINGTON, IL

PLAN DATE

SEPTEMBER 21, 2023

REVISIONS

1.	12/6/23 PER CITY COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

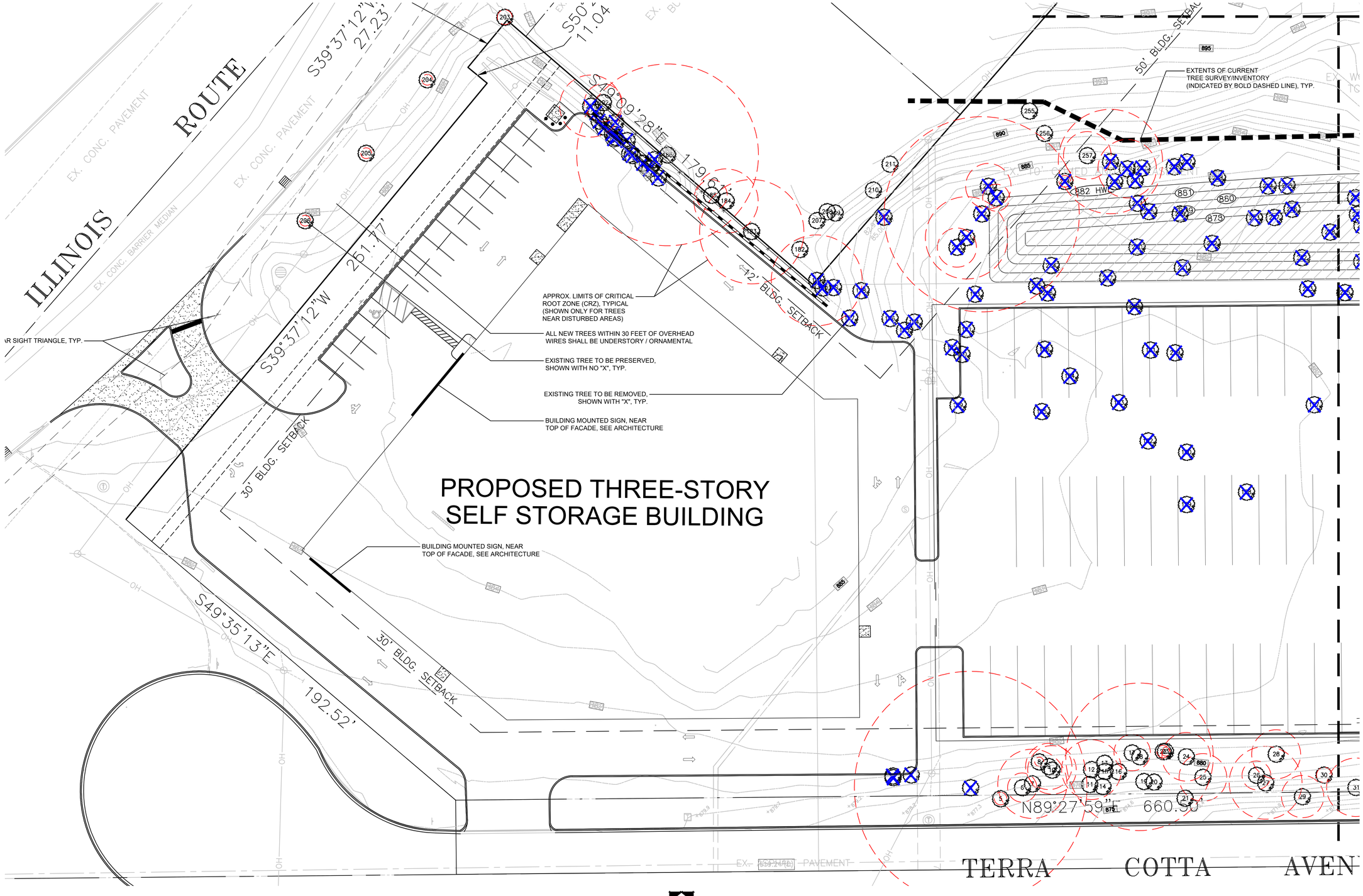
PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, IL

TREE PRESERVATION / REMOVAL PLAN

SHEET NUMBER

L1.0



TREE PRESERVATION & REMOVAL PLAN - DETAIL SHEET L1.1

NORTH

SCALE: 1" = 20'-0"

0 10' 20' 40'

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241 8181

CLIENT NAME AND ADDRESS

DESIGN BUILD STORAGE, LLC
BARRINGTON, IL

PLAN DATE

SEPTEMBER 21, 2023

REVISIONS

1.	12/6/23 PER CITY COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

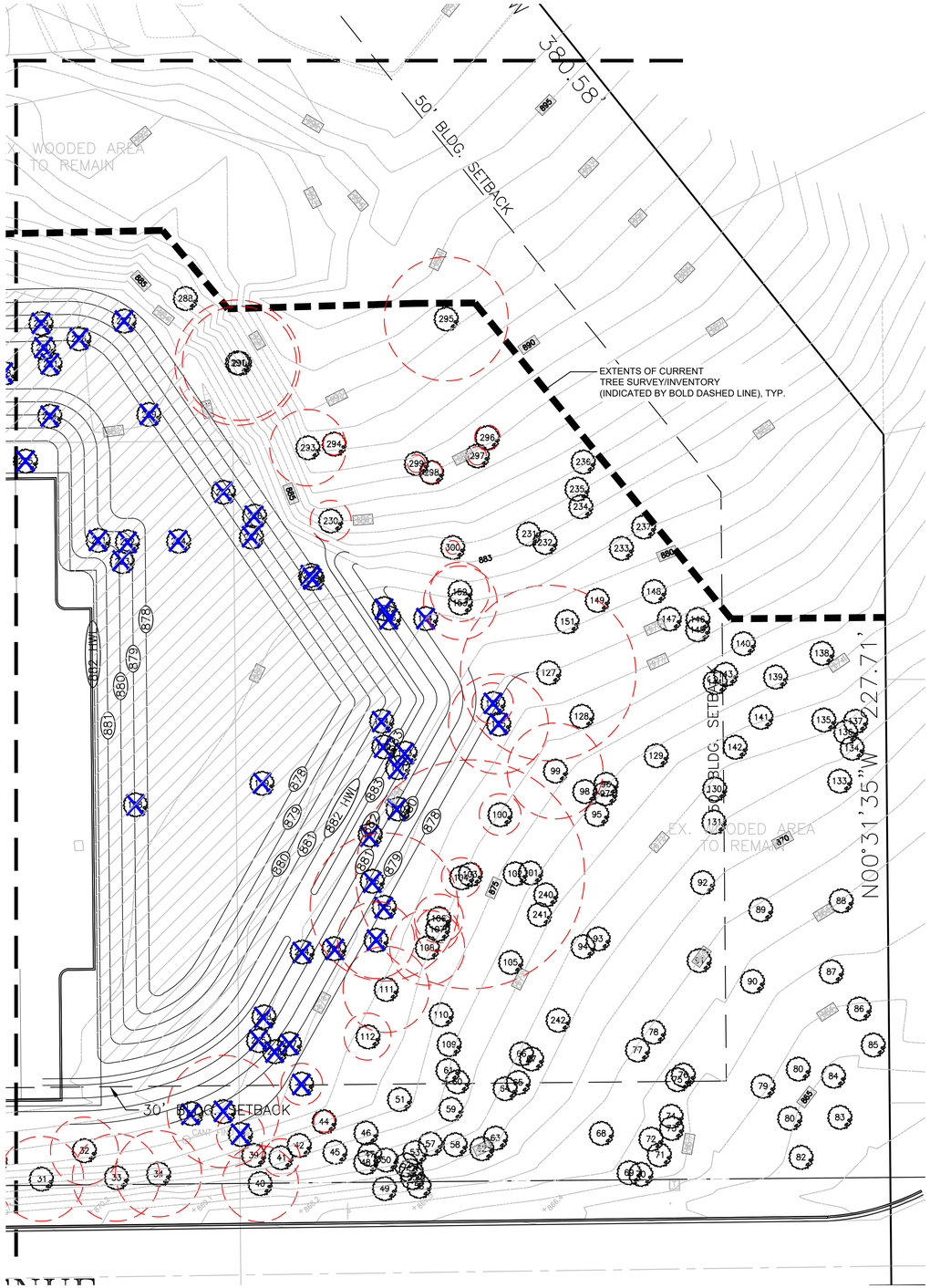
PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, IL

TREE PRESERVATION / REMOVAL PLAN: DETAIL SHEET

SHEET NUMBER

L1.1

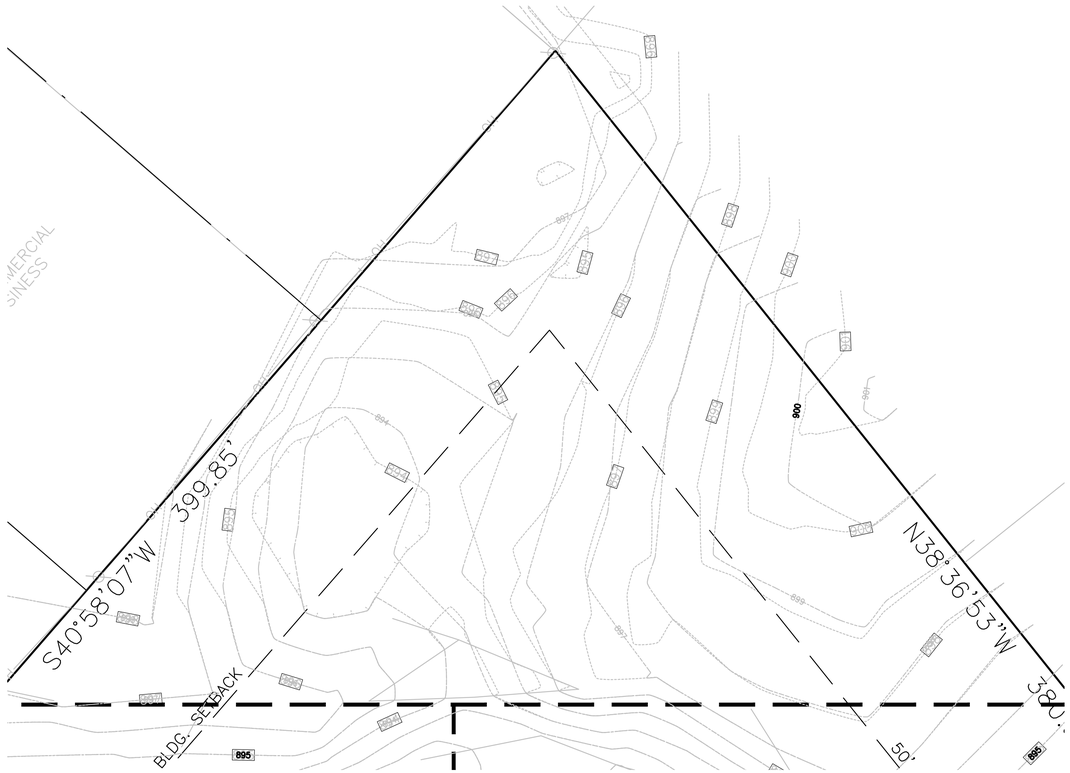


NORTH

TREE PRESERVATION & REMOVAL PLAN - SHEET 1.2 A

SCALE: 1" = 20'-0"

0 10' 20' 40'



NORTH

TREE PRESERVATION & REMOVAL PLAN - SHEET L1.2 B

SCALE: 1" = 20'-0"

0 10' 20' 40'

dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241 8181

CLIENT NAME AND ADDRESS

DESIGN BUILD STORAGE, LLC

BARRINGTON, IL

PLAN DATE

SEPTEMBER 21, 2023

REVISIONS

1.	12/6/23 PER CITY COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY

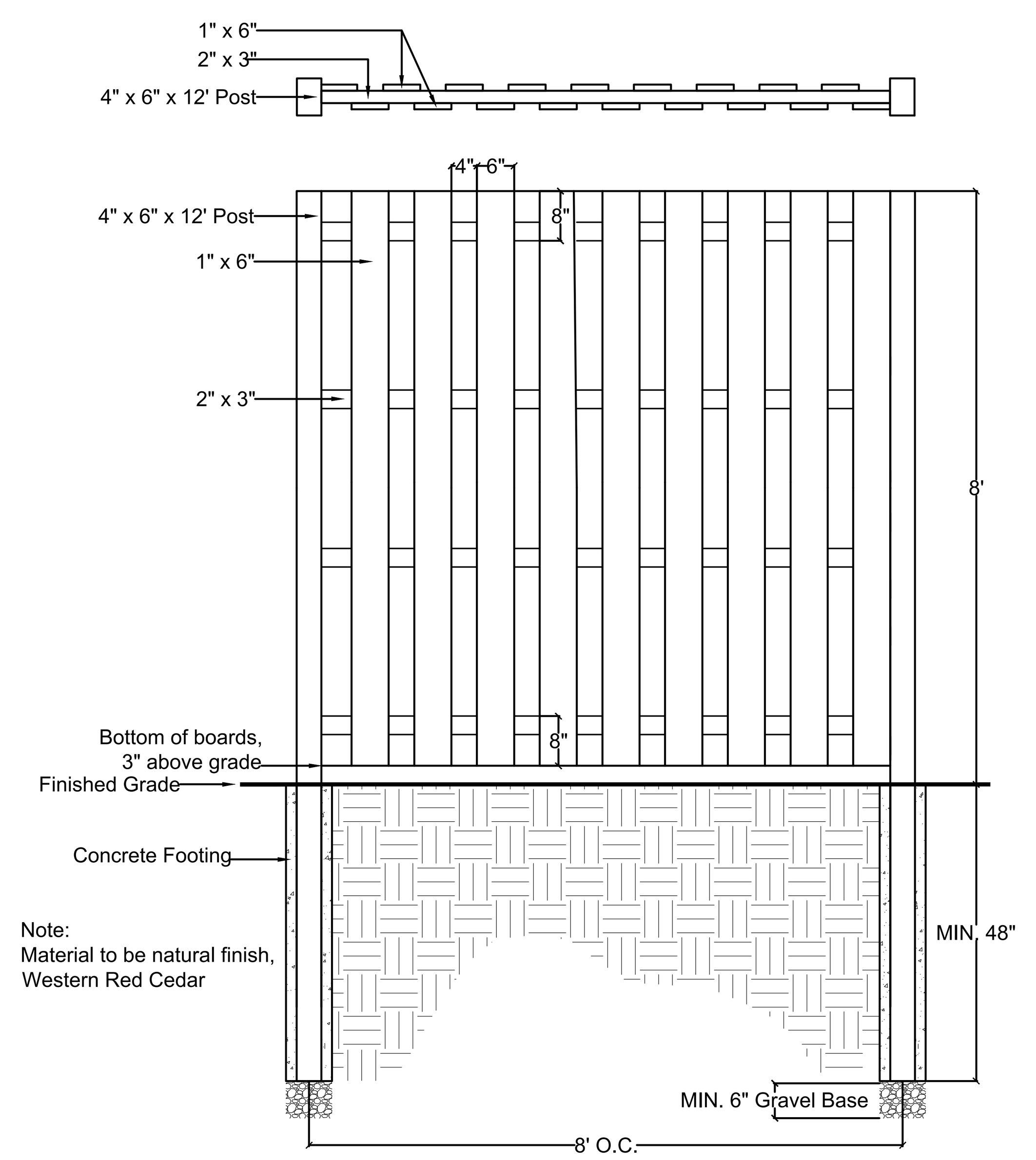
4504 TERRA COTTA AVENUE

CRYSTAL LAKE, IL

TREE PRESERVATION / REMOVAL PLAN: DETAIL SHEET

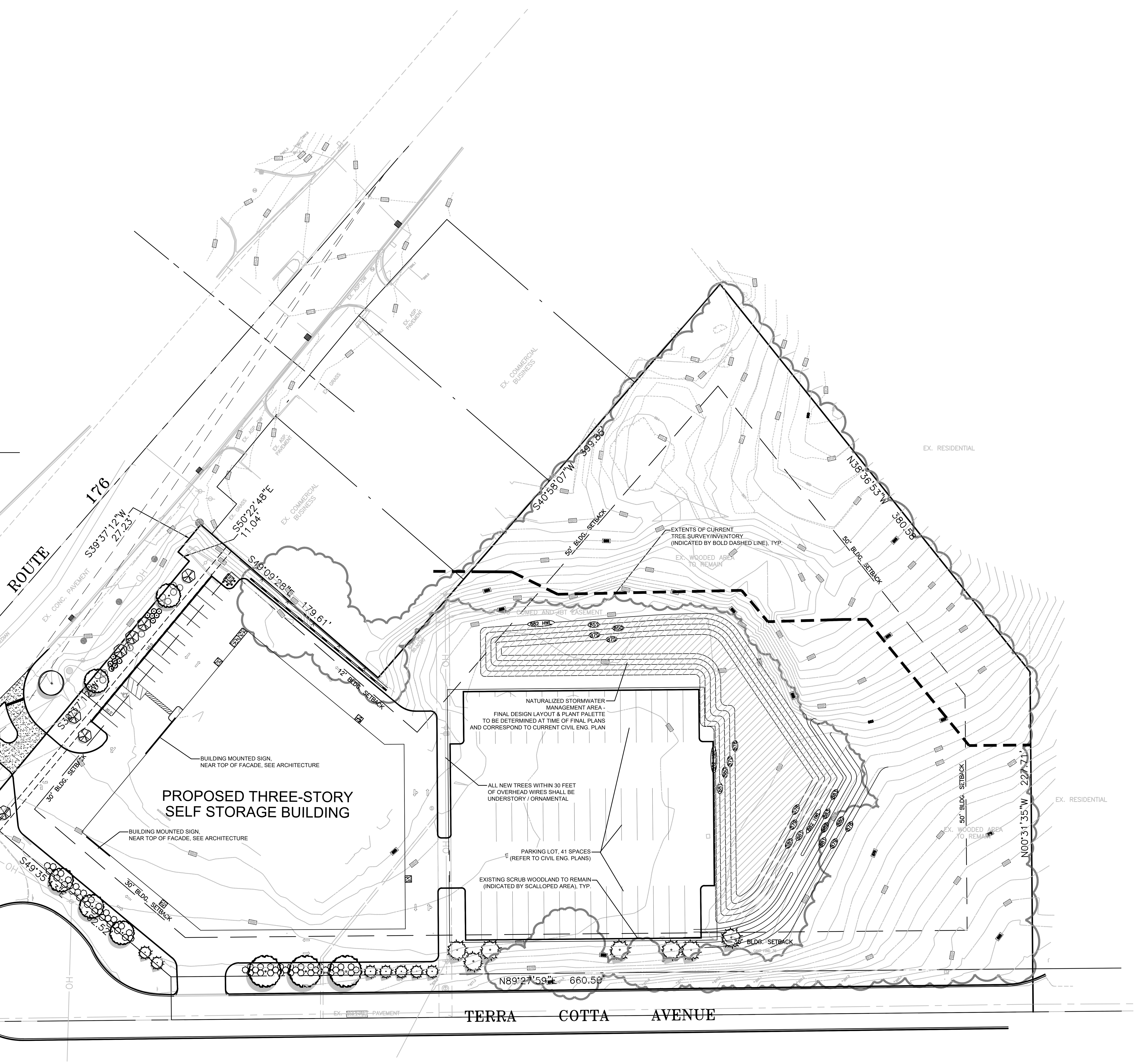
SHEET NUMBER

L1.2



FENCE DETAIL: BOARD ON BOARD, 8' HIGH

SCALE: 1/2" = 1'-0"



NORTH

LANDSCAPE PLAN

SCALE: 1" = 40'-0"

0 20' 40' 80'

dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241 8181

CLIENT NAME AND ADDRESS

DESIGN BUILD STORAGE, LLC

BARRINGTON, IL

PLAN DATE

SEPTEMBER 21, 2023

REVISIONS

1.	12/6/23 PER CITY COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY

4504 TERRA COTTA AVENUE

CRYSTAL LAKE, IL

LANDSCAPE PLAN

SHEET NUMBER

L2.0

SELF STORAGE FACILITY

PRELIMINARY ENGINEERING
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, ILLINOIS

NOTE "C"
IT IS BROUGHT TO THE CONTRACTOR'S ATTENTION THAT THE PROPOSED FINISHED GRADES SHOWN WILL REQUIRE WORK UNDERNEATH EXISTING OVERHEAD POWER LINES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING COMMONWEALTH EDISON AND ALL OTHER UTILITY COMPANIES WITH WIRES ON POLES AND REVIEWING THIS SITUATION WITH THEM PRIOR TO ANY WORK ON THE SITE. COMMONWEALTH EDISON AND OTHER UTILITY COMPANIES WITH LINES ON THE POLES SHALL TAKE ANY APPROPRIATE STEPS NECESSARY (RELOCATING OR RAISING THE WIRES) TO ENSURE THAT THERE IS NO POSSIBLE CONFLICT BETWEEN ANY POSSIBLE FUTURE OPERATIONS AND THE OVERHEAD WIRES. PRIOR TO PLACING ANY FILL IN THE VICINITY OF THESE WIRES, THE CONTRACTOR SHALL VERIFY THAT ALL REQUIRED UTILITY RELOCATIONS HAVE BEEN PERFORMED BY COMMONWEALTH EDISON AND THE OTHER UTILITY COMPANIES, AND THE POSSIBILITY OF ANY CONFLICTS HAS BEEN TOTALLY ELIMINATED. THE CONTRACTOR SHALL USE EXTREME CAUTION OPERATING EQUIPMENT UNDER OR NEAR THE OVERHEAD WIRES, AND SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF WORKERS AND EQUIPMENT WORKING UNDER OR NEAR THE OVERHEAD WIRES.

SPECIAL NOTE PER CITY

Prior to final closeout of the project the following must be provided to the City:

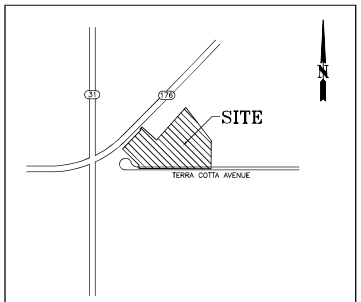
a. All stormwater management features must be placed within a deed or plat restriction.

b. A maintenance plan stating the proposed maintenance activities, who is responsible and identifying a funding source must be recorded and provided to the City.

c. Approved as-built survey of all stormwater features must be provided to the City.

GENERAL DEVELOPMENT NOTES

1. All work shall be performed in a manner so as not to unreasonably impair or interfere with the use, occupancy or enjoyment of, or with any business conducted on, any adjacent property.
2. At all times during the performance of any Work all areas other than the construction site proper and the staging area shall be kept free from any loose dirt, debris, equipment or construction materials relating to the work.
3. Upon completion of the Work, Constructing Party shall promptly restore the area to as good or better condition than existed betore the use of the area commenced. Restoration shall include, without limitation, clearing the areas of all loose dirt, debris, equipment and construction materials, the repair or replacement of paving, striping and landscaping, and the repair or replacement of any and all damaged areas or improvements.



LOCATION MAP
N.T.S.

LEGEND

EXISTING		PROPOSED
x W=E631.75	WALK GRADE	x W=631.75
x C=E630.62	CURB GRADE	x C=630.62
x G=E630.39	GUTTER GRADE	x G=630.39
x P=E631.25	PAVEMENT GRADE	x P=631.25
x E635.75	GRADE	x 632.51
639	CONTOUR	639
	CONCRETE CURB	
	SANITARY SEWER	
	STORM SEWER	
W12"	WATERMAIN	W12"
	CHAIN LINK FENCE	
	DITCH FLOWLINE	
	MANHOLE	
	CATCH BASIN	
	INLET BASIN	
	VALVE VAULT	
	VALVE BOX	
	LIGHT POLE	
	WOOD POLE	
	FIRE HYDRANT	
	DIRECTION OF DRAINAGE	
	CONCRETE WALK OR PAVEMENT	
	SILT FENCE	S
	DRY WELL	
	OVERLAND FLOW ROUTE	

OPERATES 24 HOURS 365 DAYS
CALL JULIE 1-800-892-0123
WITH THE FOLLOWING:
COUNTY: McHENRY
CITY-TOWNSHIP: CRYSTAL LAKE
SEC. & 1/4 SEC. NO.: NE 1/4 34-44-8
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

GENERAL NOTES AND SPECIFICATIONS

1. All roadway and pavement construction shall comply with the requirements of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, except as may be modified by the project plans and specifications.
2. All underground construction shall comply with the requirements of the "Standard Specifications for Water and Sewer Main Construction in Illinois", Illinois Municipal League, latest edition, except as may be modified by project plans and specifications.
3. Water mains shall be protected in accordance with the requirements of the Illinois EPA. See Water Main Protection Specifications, this sheet. Minimum water main cover is 6'.
4. All sewer and water main trenches under or within 2 feet of existing or proposed curbs or roadway pavement shall be backfilled with compacted porous granular backfill (IDOT gradation CA-6).
5. Commonwealth Edison, AT&T Telephone, Nicor Gas and other utility company facilities are not necessarily shown on the drawings and must be located in the field prior to construction. Call J.U.L.I.E. (1-800-892-0123) at least 48 hours prior to the start of construction.
6. Any pavement or other improvements disturbed by contractor's operations shall be replaced in kind at no additional cost.
7. Valve vault, catch basin, and manhole covers and rings shall be set in workmanlike manner in a bed of mortar.
8. All elevations shown are NAVD 88 datum.
9. The City of Crystal Lake Building, Public Works, and Engineering Departments shall be notified at least two working days prior to the start of construction. Inspections by the Crystal Lake Engineering Department shall be requested 24 hours in advance.
10. All structures shall be clean at time of final acceptance by the Owner at no additional cost.
11. All work to meet all State and local codes and requirements.
12. Water and sewer locations are shown on the drawing from the best available information and must be located in the field by the contractor prior to construction. Any discrepancy that the contractor may find with the plan shall be immediately reported to the engineer and the City for resolution prior to proceeding with construction.
13. Valve vault lids shall be stamped "City of Crystal Lake Water", storm manhole covers shall be stamped "City of Crystal Lake Storm", and sanitary manhole covers shall be stamped "City of Crystal Lake Sanitary".
14. PVC sewer pipe to be PVC SDR 26 pipe meeting the requirements of ASTM D 3034 with flexible elastomeric joints per ASTM D3212, unless otherwise noted on the drawings.
15. D.I. sewer pipe to be cement-lined ductile iron, Class 52 conforming to ANSI specification A21.51 with push-on rubber gasket joints, ANSI A21.11.
16. Crushed stone bedding 1/4" to 1" in size (class 1A ASTM 2321-00), with a minimum of 12" above pipe and 4" below pipe shall be provided for all sewer construction (IDOT gradation CA-11). See City Standard "Typical Trench Cross Section" detail on sheet C-7.
17. All floor drains shall be connected to the sanitary sewer system. All down spouts and footing drains shall discharge into the storm sewer system.
18. "Band Seal" or similar flexible type couplings shall be used in the connection of sewer pipe of dissimilar materials.
19. Concrete thrust blocks to prevent movement of water main under pressure shall be placed at all tees, valves, and bends of 11 1/4° and greater.
20. Only City of Crystal Lake Water Department personnel may operate water valves.
21. Concrete and reinforced concrete storm sewer to be type and class noted on the drawing with rubber gasket joints conforming to ASTM C-443.
22. Water service lines (2" and smaller) shall be copper water tube, type K, soft temper, for underground service conforming to ASTM B-88 and B251 and also conforming to all City of Crystal Lake requirements. Water mains and service lines larger than 2" shall be cement-lined ductile iron, Class 52, conforming to ANSI specification A21.51 with push-on rubber gasket joints. All fittings to be cement lined. Sterilization and pressure testing in accordance with the local governing authority's requirements is included.
23. The contractor(s) shall indemnify, hold harmless and defend the owner, Northwestern Engineering Consultants, P.C. and the municipality, their agents, etc. from all liability involved with the construction, installation and testing of the work on this project.
24. All concrete used shall be I.D.O.T. Class SI, except for concrete pavement which shall be I.D.O.T. Class PV.
25. When connecting to an existing sewer main by means other than an existing wye, tee, or an existing manhole, the following method shall be used:
    A. Circular saw-cut of sewer main by proper tools ("Sewer-Tap" machine or similar) and proper installation of hub-wye saddle or hub-tee saddle.
    B. Remove an entire section of pipe (breaking only the top of one bell) and replace with a wye or tee branch section.
    C. With pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using "Band-Seal" or similar couplings to hold it firmly in place.
26. All existing field drainage tile encountered or damaged during construction are to be restored to their original condition, properly rerouted, and/or connected to the storm sewer system. The contractor shall keep a record of all locations of field drainage tile encountered, and shall notify the City Engineer wherever encountering a drainage tile.
27. The contractor is responsible for maintaining a clean construction area and shall remove debris resulting from his operations. Open trenches or other construction hazards shall be protected with barricades at the end of each day's operations.
28. The contractor shall be responsible for compliance with all of the requirements of the Occupational Safety and Health Act including those requirements for open cut trenches and sheeting and bracing as required. At no time will the engineer or any of his employees be held liable, either directly or as third party participants to any litigation concerned with the construction project.
29. All existing buildings, foundations, utilities, landscaping, fences, and other improvements on adjacent properties shall be protected at all times during construction. The contractor is responsible to provide and install any materials, equipment, and/or manpower necessary to accomplish this.
30. In order to prevent damage due to settlement, structural support shall be provided for the upper pipe at all water main/sewer crossings in accordance with standard drawings 19, 20, 21, 22, and/or 23 (whichever is applicable to the particular situation) as shown in the "Standard Specifications for Water and Sewer Main Construction in Illinois", 2014 edition.
31. The sanitary sewers shall be tested in accordance with City of Crystal Lake Engineering Department requirements per ASTM C-828 (low pressure air test), with services installed and plugged at property line. All services are to be tested also. If PVC pipe is used, it shall be tested in accordance with all Crystal Lake (City Ordinance No. 2964) and IEPA Requirements (deflection testing shall be performed per Sect. 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois).
32. All construction and traffic control within the Highway right-of-ways shall comply with all IDOT, McHenry County Highway Department and City requirements. Pavement, curb, concrete walk or any other improvements disturbed by contractor's operations shall be replaced in kind.
33. All excess excavated material shall become the property of the contractor and shall be removed from the site and legally disposed of by him. The contractor shall have a meeting with the developer prior to the start of earthwork operations to discuss his schedule and plan for the earthwork operations. The contractor shall comply with all the current requirements of the State of Illinois EPA Clean Construction and Demolition Debris (CCDD) Requirements.
34. The contractor and its employees are responsible to comply with all the requirements of the IDOT "Confined Space Entry Policy" as published by IDOT, current edition, insofar as it relates to entry into manholes, sewers, pipes, lift stations, vaults, wet wells, tanks, and other confined spaces that may be involved with this project.
35. Any damage to perimeter street curbs and/or pavement caused by the contractor's activity shall be repaired by the contractor.
36. Subgrade preparation for all pavements shown on the drawings shall include topsoil stripping and removal of any underlying unstable/deleterious material. Fill placement under all paved areas shall be compacted to 95% Modified Proctor density ASTM D-1557 in 9" thick maximum lifts and shall comply with all the recommendations of the soils engineer. Testing and certification as to required subgrade compaction will be required.
37. All work shall comply with the IEPA "Standard Specifications for Soil Erosion and Sediment Control" current edition. The contractor shall take whatever steps are necessary to control erosion on the site. Erosion control features shall be constructed concurrently with other work on the site. The contractor shall take sufficient precaution to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or minimize siltation of streams, lakes and reservoirs. Hauling will not be allowed when the work site is too wet to maintain acceptable conditions on adjacent streets. Adjacent streets and driveways shall be manually or mechanically swept periodically as may be required to maintain clean conditions. See Erosion and Sedimentation Control Plan on Sheet C-5.
38. All streetlighting material and construction shall comply with the State of Illinois "Standard Specifications for Road and Bridge Construction" current edition, "American Standard Practice for Roadway Lighting" current edition, the National Electric Code, current edition, and the current City of Crystal Lake standards.
39. Manholes shall be located out of sidewalks. Curb inlets shall be located out of crosswalk.
40. The contractor shall prepare, and obtain approval for from the City Public Works Department, a flushing and chlorination plan for the water mains before this work is commenced. The cost of corporation stops, copper water pipe, etc. required for chlorination, testing, and flushing will not be paid for separately but shall be included in the contractor's total price bid for water main items.
41. The design engineer shall not be responsible for the means, methods, procedures, techniques, or sequences of construction not specified herein, nor for the safety on the job site, nor shall the design engineer be responsible for the contractor's failure to carry out the work in accordance with the contract documents.
42. The contractor is advised that the site contains trees, scrub trees, and brush. The contractor shall make his own investigation and shall include the cost of tree and brush removal as required for this construction project in his total price bid. Any trees whose trunk is located on both sides of any property line shall remain and be protected, unless written permission is obtained from the adjoining property owner to remove said trees. Contractor shall verify the exact scope of landscape material removal/preservation with the landscape drawings.
43. Where there is a conflict between the "General Notes and Specifications" and the City of Crystal Lake Standard Notes, Specifications and Details, the City of Crystal Lake Standard Notes, Specifications and Details shall govern.
44. A preconstruction meeting with applicable City officials, contractors and the owner/developer shall be scheduled prior to the commencement of construction.
45. Proofrolling of the parking lot subgrade in the presence of the City Inspector is required prior to the installation of the base course.

WATER MAIN PROTECTION SPECIFICATIONS

Water mains and water service lines shall be protected from sanitary sewers, storm sewers, combined sewers, house sewer service connections and drains as follows:

A. HORIZONTAL SEPARATION – WATER MAINS AND SEWERS

1. Water mains shall be located at least ten (10) feet horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer or sewer service connection.

2. Water mains may be located closer that ten (10) feet to a sewer line when permitted in writing by a local code official and when:
   (a) local conditions prevent a lateral separation of ten (10) feet
   (b) the water main invert is at least eighteen (18) inches above the crown of the sewer; and
   (c) the water main is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.

3. When it is impossible to meet (1) or (2) above, both the water main and drain or sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards of construction. The drain or sewer shall be pressure tested to the maximum expected surcharge head before backfilling.

B. VERTICAL SEPARATION – WATER MAINS AND SEWERS

1. A water main shall be separated from a sewer so that its invert is a minimum of eighteen (18) inches above the crown of the drain or sewer whenever water mains cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main located within (10) feet horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.

2. Both the water main and sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards of construction when:
   (a) It is impossible to obtain the proper vertical separation as described in (1) above; or
   (b) the water main passes under a sewer or drain.

3. A vertical separation of eighteen (18) inches between the invert of the sewer or drain and the crown of the water main shall be maintained where a water main crosses under a sewer. Support the sewer or drain lines to prevent settling and breaking the water main.

4. Construction shall extend on each side of the crossing until the perpendicular distance from the water main to the sewer or drain line is at least ten (10) feet.

INDEX OF DRAWINGS

C-1 TITLE SHEET
C-2 SITE PLAN
C-3 GRADING AND DRAINAGE PLAN
C-4 UTILITY PLAN
C-5 STORM WATER POLLUTION PREVENTION PLAN
C-6 DETAILS-DRAINAGE AND STORM SEWER
C-7 DETAILS-GENERAL UTILITIES & EROSION CONTROL
C-8 DETAILS-SANITARY & STANDARD NOTES & SPECS
C-9 DETAILS-WATER MAIN & ACCESSIBLE RAMPS
C-10 DETAILS-ROADWAY AND TRAFFIC
C-11 IDOT HIGHWAY STANDARDS
C-12 IDOT HIGHWAY STANDARDS
C-13 DEMOLITION PLAN

SPECIAL NOTE:
THE CONTRACTOR SHALL AT ALL TIMES CONDUCT HIS WORK IN A MANNER AS TO MINIMIZE HAZARDS TO VEHICULAR AND PEDESTRIAN TRAFFIC. TRAFFIC CONTROLS AND WORK SITE PROTECTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 6 (TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS) OF THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. ALL SIGNS, BARRICADES, FLAGGERS, ETC. REQUIRED FOR TRAFFIC CONTROL SHALL BE FURNISHED BY THE CONTRACTOR. ALL WORK IN THE STATE ROUTE 176 AND TERRA COTTA AVENUE RIGHTS OF WAY SHALL COMPLY WITH ALL IDOT AND CITY STANDARDS AND REQUIREMENTS.

DEVELOPER
MR. JIM LAPETINA
BERMAN LAPETINA ENTERPRISES
2121 W. WALTON STREET
CHICAGO, IL 60622
847-417-4550

ARCHITECT
MR. JEFF BUDGELL
ARCHITECTS' STUDIO
257 N. WEST AVENUE
ELMHURST, IL 60126
630-617-5990

EXISTING IMPROVEMENTS AND TOPOGRAPHY ARE SHOWN BASED ON TOPOGRAPHIC SURVEY PREPARED BY VANDERSTAPPEN SURVEYING DATED AUGUST 9, 2023.

BENCHMARK:
BENCHMARK #1=885.99(NAVD 88 DATUM)=ELEVATION OF THE TOP OF THE WELL LOCATED APPROXIMATELY 15 FEET SOUTH OF THE MOST WESTERLY BUILDING CORNER ON THE SITE.

REVISIONS

NO.	DATE	DESCRIPTION

DANIEL M. HAVIR
0062-039375
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
Daniel M. Havir
9-15-23
LIC. EXP. 11-30-25

PREPARED BY
NORTHWESTERN ENGINEERING CONSULTANTS, P.C.
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695
LICENSE EXPIRES 4-30-25
675 N. NORTH COURT
PALATINE, ILLINOIS 60067
(847) 520-8410

SEPTEMBER 15, 2023

THE RECEIPT OF, ACCEPTANCE AND TRANSMITTAL OF THESE PLANS, DRAWINGS, SPECIFICATIONS OR DIGITAL DATA DOES NOT CONSTITUTE AUTHORITY TO VIOLATE, CHANGE OR SET ASIDE ANY LAW, ORDINANCE OR REGULATION, NOR SHALL IT BE INTERPRETED AS PERMITTING ANY VIOLATION OF ANY LAW, ORDINANCE OR REGULATION. THE ARCHITECT/ENGINEER ASSUMES NO RESPONSIBILITY FOR THE USE OF THESE PLANS, DRAWINGS, SPECIFICATIONS OR DIGITAL DATA BY ANY PERSON OTHER THAN THE ARCHITECT/ENGINEER OR FOR ANY USE OF THESE PLANS, DRAWINGS, SPECIFICATIONS OR DIGITAL DATA ON ANY OTHER PROJECT. ALL COPYRIGHTS AND OTHER PROPERTY RIGHTS TO THESE PLANS, DRAWINGS, SPECIFICATIONS AND DIGITAL DATA ARE RESERVED BY THE ARCHITECT/ENGINEER. ANY REPRODUCTION OF THESE PLANS, DRAWINGS, SPECIFICATIONS OR DIGITAL DATA WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT/ENGINEER IS PROHIBITED AND WILL BE AT THE RISK OF THE PERSON MAKING SUCH REPRODUCTION. ANY PERSON MAKING SUCH REPRODUCTION AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT/ENGINEER FROM ANY AND ALL LOSS, DAMAGE, LIABILITY OR EXPENSE ARISING FROM ANY CLAIMS OR ACTIONS FOR INFRINGEMENT OF COPYRIGHT OR OTHER PROPERTY RIGHTS. ANY PERSON MAKING SUCH REPRODUCTION AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT/ENGINEER FROM ANY AND ALL LOSS, DAMAGE, LIABILITY OR EXPENSE ARISING FROM ANY CLAIMS OR ACTIONS FOR INFRINGEMENT OF COPYRIGHT OR OTHER PROPERTY RIGHTS. ANY PERSON MAKING SUCH REPRODUCTION AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT/ENGINEER FROM ANY AND ALL LOSS, DAMAGE, LIABILITY OR EXPENSE ARISING FROM ANY CLAIMS OR ACTIONS FOR INFRINGEMENT OF COPYRIGHT OR OTHER PROPERTY RIGHTS.

NOTE "A":
PROPOSED PAVEMENT STRIPING (TYP.)

NOTE "B":
EXISTING BARRIER CONCRETE CURB AND GUTTER TO REMAIN.

NOTE "C":
PROP. CONCRETE CURB TYPE B. SEE DETAIL, SHEET C-10.

NOTE "D":
PROPOSED VEHICLE STORAGE AREA.

NOTE "E":
CONSTRUCT NEW HANDICAP RAMP IN ACCORDANCE WITH CITY, STATE AND ADA REQUIREMENTS (TYPICAL). RAMP SHALL HAVE 24" WIDE RED TRUNCATED DOME DETECTABLE WARNING SURFACE. SEE DETAIL.

NOTE "F":
PROPOSED HANDICAPPED PARKING STALL WITH PAINTED SYMBOL AND POLE SIGN.

NOTE "G":
PROPOSED PAINTED TRAFFIC ARROW (TYP.)

NOTE "H":
PROPOSED PAVEMENT STRIPING, 4" WIDE LINES @45°, 3' O.C.

NOTE "I":
WHERE CONCRETE WALK, CURB OR PAVEMENT IS ADJACENT TO FOUNDATION WALL, INSTALL COMPRESSIBLE FILLER (3/4" MAXIMUM) BETWEEN PAVEMENT AND FOUNDATION WALL. CUT BACK AND PROVIDE SEALANT AT BUILDING WALL. (TYP).

NOTE "K":
NEW DRIVEWAY PAVEMENT IN ROADWAY RIGHT OF WAY SHALL CONSIST OF MINIMUM OF 3500 PSI AIR ENTRAINED CONCRETE, 8" THICK, 6 BAG MIX WITH 6" X 6" - W4 X W4 W.W.F ON 6" CA-6 COMPACTED CRUSHED STONE BASE ON COMPACTED SUBGRADE. SURFACE TO RECEIVE BROOM FINISH AND ONE SEAL COAT.

NOTE "L":
PROPOSED ASPHALT PAVEMENT (SHADED). SEE PARKING LOT PAVEMENT DETAIL, SHEET C-10.

NOTE "M":
PROPOSED 24" WIDE WHITE PAINTED STOP BAR.

NOTE "N":
SAW CUT AND REMOVE EXISTING BARRIER CONCRETE CURB AND GUTTER ACROSS NEW DRIVEWAY AS INDICATED. REPLACE WITH NEW DEPRESSED CONCRETE CURB AND GUTTER ACROSS THE PROPOSED DRIVEWAY, MATCHING EXISTING CURB AND GUTTER. NEW FLOW LINE SHALL MATCH EXISTING FLOW LINE.

NOTE "O":
EXISTING DEPRESSED CONCRETE CURB AND GUTTER TO REMAIN.

NOTE "Q":
PROPOSED STORM WATER MANAGEMENT BASIN. SEE SHEET C-3.

NOTE "R":
PROPOSED PIPE BOLLARD (TYP.). SEE DETAIL, SHEET C-10.

NOTE "S":
PROPOSED CONCRETE PAD FOR ELECTRICAL TRANSFORMER. SEE ELECTRICAL DRAWINGS.

NOTE "T":
PROPOSED LANDSCAPED AREA. SEE LANDSCAPING DRAWINGS.

NOTE "U":
PROPOSED 6' HIGH CHAIN LINK FENCE. SEE ARCHITECTURAL DRAWINGS.

NOTE "V":
PROPOSED AUTOMATIC GATE IN FENCE. SEE ARCHITECTURAL DRAWINGS.

NOTE "W":
EXISTING OVERHEAD BILLBOARD ON POLE TO REMAIN.

NOTE "Y":
PROPOSED 30"x30" R1-1 STOP SIGN MOUNTED ON METAL POST.

NOTE "Z":
PROPOSED 30"x36" R3-5 RIGHT TURN ONLY SIGN, MOUNTED ON METAL POST.

NOTE "AA":
PROPOSED 30"x30" R3-2 NO LEFT TURN SIGN MOUNTED ON METAL POST.

NOTE "BB":
PROPOSED PARKING LOT LIGHT POLE. SEE ELECTRICAL DRAWINGS.

NOTE "CC":
PROPOSED CONCRETE STOOP AT DOOR. SEE ARCHITECTURAL DRAWINGS.

NOTE "DD":
PROPOSED 135 LF DECORATIVE BLOCK RETAINING WALL. SEE SHEET C-3.

NOTE "EE":
INSTALL 150 LF 3' HIGH, 2-RAIL SPLIT RAIL WOOD FENCE.

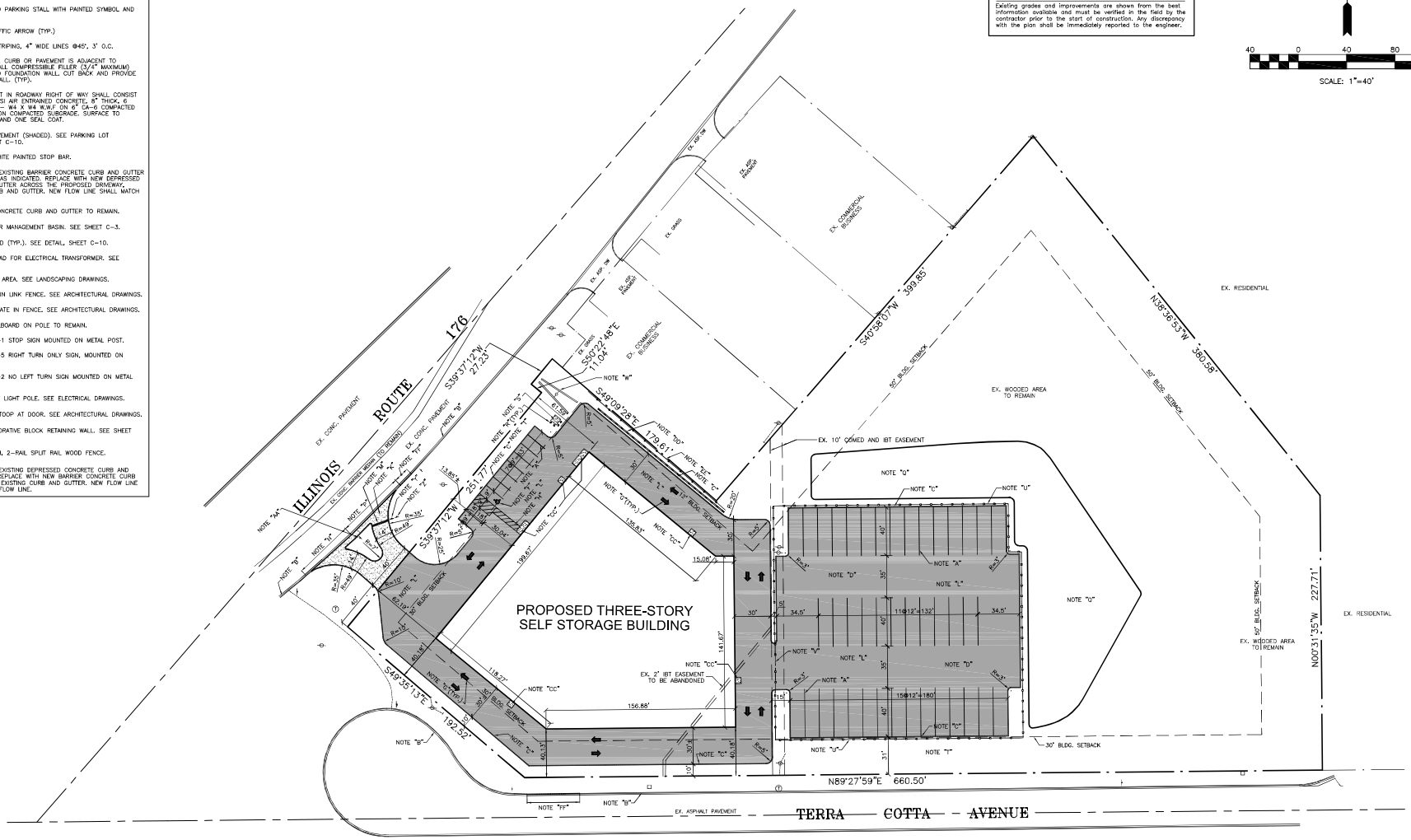
NOTE "FF":
SAW CUT AND REMOVE EXISTING DEPRESSED CONCRETE CURB AND GUTTER AS INDICATED. REPLACE WITH NEW BARRIER CONCRETE CURB AND GUTTER, MATCHING EXISTING CURB AND GUTTER. NEW FLOW LINE SHALL MATCH EXISTING FLOW LINE.

OPERATES 24 HOURS 365 DAYS
CALL JULIE 1-800-892-0123
WITH THE FOLLOWING:
COUNTY McHENRY
CITY-TOWNSHIP CRYSTAL LAKE
SEC. & 1/4 SEC. NO.# NE 1/4 34-44-8
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

N

40 0 40 80 120
SCALE: 1"=40'



PAVEMENT MARKING (STRIPING) FOR PARKING LOTS

A. After paving operations are completed, or when directed by the General Contractor, marking as designated on the drawings may proceed. Marking shall consist of 4" wide lines configured as indicated on drawings, yellow color. Traffic paint shall be manufactured by Sherwin Williams, or approved equal. Apply in strict conformance with manufacturer's instructions.

B. Paint striping work shall include painting of international handicap symbol at designated parking for handicapped, as indicated on drawings.

C. Protect area against traffic for at least 48 hours after application of striping.

NOTE:
ALL TRAFFIC SIGNS ARE TO BE INSTALLED AT 7' MEASURED FROM THE GROUND ELEVATION TO THE BOTTOM OF THE SIGN.

NOTE:
SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS, PARKING LOT LIGHTING, SIGNAGE, FENCING AND LANDSCAPING.

NOTE:
ALL DIMENSIONS ARE TO THE FACE OF SIDEWALK, EDGE OF PAVEMENT, OR FACE OF CURB UNLESS OTHERWISE NOTED.

PARKING PROVIDED	
9	STANDARD STALLS (9')
1	HANDICAP STALLS (18')
10	STALLS PROVIDED

THE DESIGNS OF ELEVATIONS AND DRAWINGS AS WELL AS THE SPECIFICATIONS AND ASPECTS AS TO USE, SHOWN, DESCRIBED OR PRESENTED IN THESE DRAWINGS, PLANS AND SPECIFICATIONS ARE AND SHALL REMAIN THE PROPERTY OF NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AND SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AND SHALL NOT BE LOANED, COPIED OR DISCLOSED TO ANY UNAUTHORIZED PERSON UNDER ANY CIRCUMSTANCES WITHOUT THE WRITTEN PERMISSION OF NORTHWESTERN ENGINEERING CONSULTANTS, P.C. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE OF THESE PLANS AND SPECIFICATIONS SHALL BE AT THE SOLE RISK OF THE UNAUTHORIZED USER AND WITHOUT LIABILITY TO NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AND THE UNAUTHORIZED USER SHALL INDEMNIFY AND HOLD HARMLESS NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AGAINST ALL DAMAGES, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF OR IN CONNECTION WITH SUCH UNAUTHORIZED USE. ANY ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA IS SUBJECT TO THE SAME RESTRICTIONS AS THE HARD COPY PLANS, DRAWINGS AND SPECIFICATIONS. ANY ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA IS PROVIDED TO THE RECIPIENT AS A CONVENIENCE AND THE RECIPIENT ACCEPTS THE ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA "AS IS" AND WITHOUT WARRANTY AS TO ITS SUITABILITY OR COMPATIBILITY WITH THE RECIPIENT'S SOFTWARE OR HARDWARE. ANY USE BY THE RECIPIENT OR ANY OTHER PERSON OR ENTITY OF THE ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA SHALL BE AT THE RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY TO NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AND THE RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AGAINST ALL DAMAGES, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF OR IN CONNECTION WITH SUCH USE. ANY ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA IS SUBJECT TO THE SAME RESTRICTIONS AS THE HARD COPY PLANS, DRAWINGS AND SPECIFICATIONS. ANY ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA IS PROVIDED TO THE RECIPIENT AS A CONVENIENCE AND THE RECIPIENT ACCEPTS THE ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA "AS IS" AND WITHOUT WARRANTY AS TO ITS SUITABILITY OR COMPATIBILITY WITH THE RECIPIENT'S SOFTWARE OR HARDWARE. ANY USE BY THE RECIPIENT OR ANY OTHER PERSON OR ENTITY OF THE ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA SHALL BE AT THE RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY TO NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AND THE RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AGAINST ALL DAMAGES, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF OR IN CONNECTION WITH SUCH USE. ANY ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA IS SUBJECT TO THE SAME RESTRICTIONS AS THE HARD COPY PLANS, DRAWINGS AND SPECIFICATIONS. ANY ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA IS PROVIDED TO THE RECIPIENT AS A CONVENIENCE AND THE RECIPIENT ACCEPTS THE ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA "AS IS" AND WITHOUT WARRANTY AS TO ITS SUITABILITY OR COMPATIBILITY WITH THE RECIPIENT'S SOFTWARE OR HARDWARE. ANY USE BY THE RECIPIENT OR ANY OTHER PERSON OR ENTITY OF THE ELECTRONIC DATA PLANS, DRAWINGS, SPECIFICATIONS AND MEDIA SHALL BE AT THE RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY TO NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AND THE RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AGAINST ALL DAMAGES, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF OR IN CONNECTION WITH SUCH USE.

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS
NORTHWESTERN ENGINEERING CONSULTANTS, P.C.
675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695 EXP. 4-30-25

PRELIMINARY ENGINEERING

SITE PLAN
SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, ILLINOIS

NO	DATE	DESCRIPTION

DRAWN BY: KRL
CHECKED BY: DMH
DATE: 9-15-23
SCALE: 1"=40'

DRAWING NO.
C-2

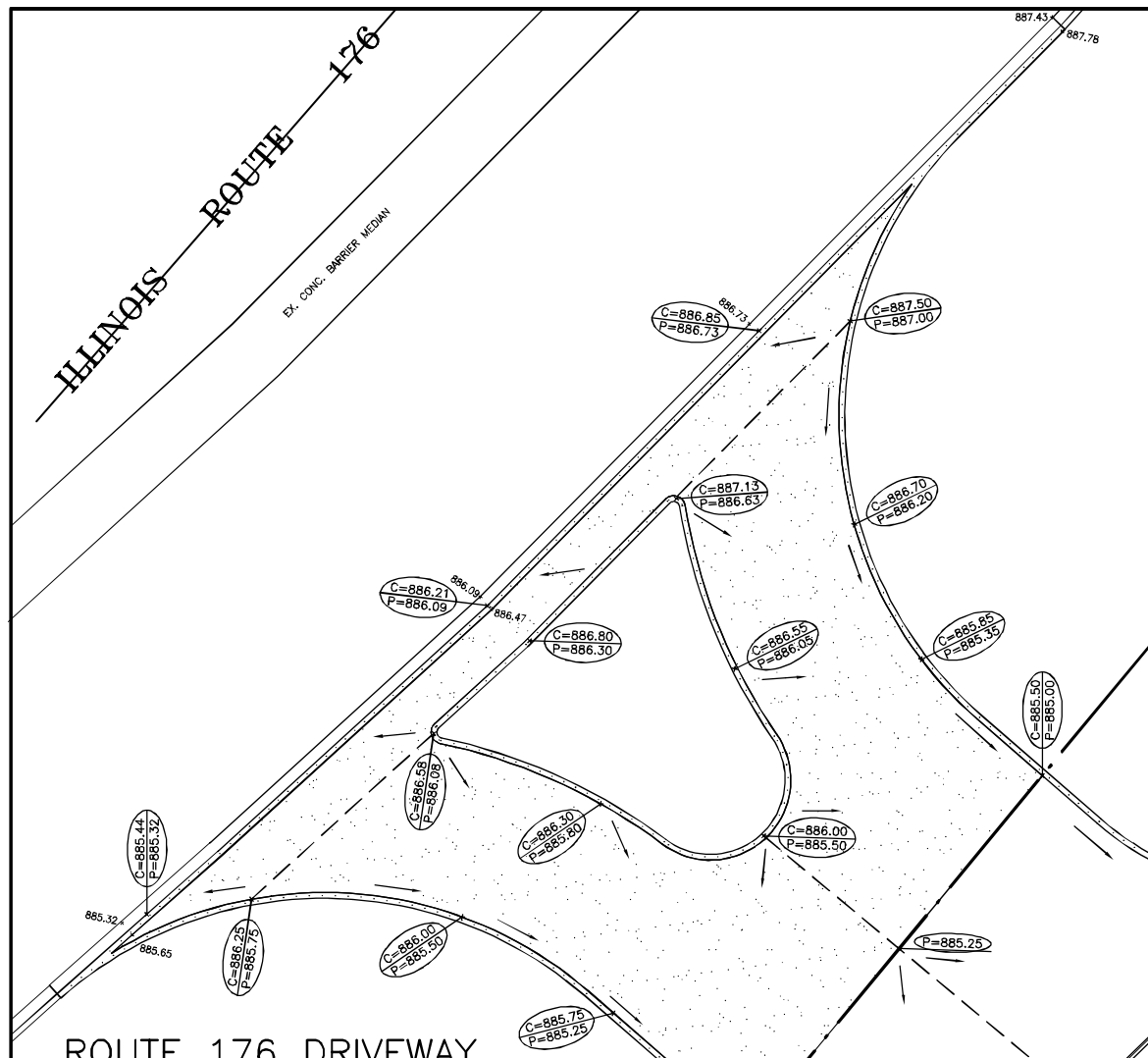
JOB NO.
23-26

BENCHMARK:
BENCHMARK #1=885.99 (NAVD 88 DATUM)=ELEVATION OF THE TOP OF THE WELL LOCATED APPROXIMATELY 15 FEET SOUTH OF THE MOST WESTERLY BUILDING CORNER ON THE SITE.

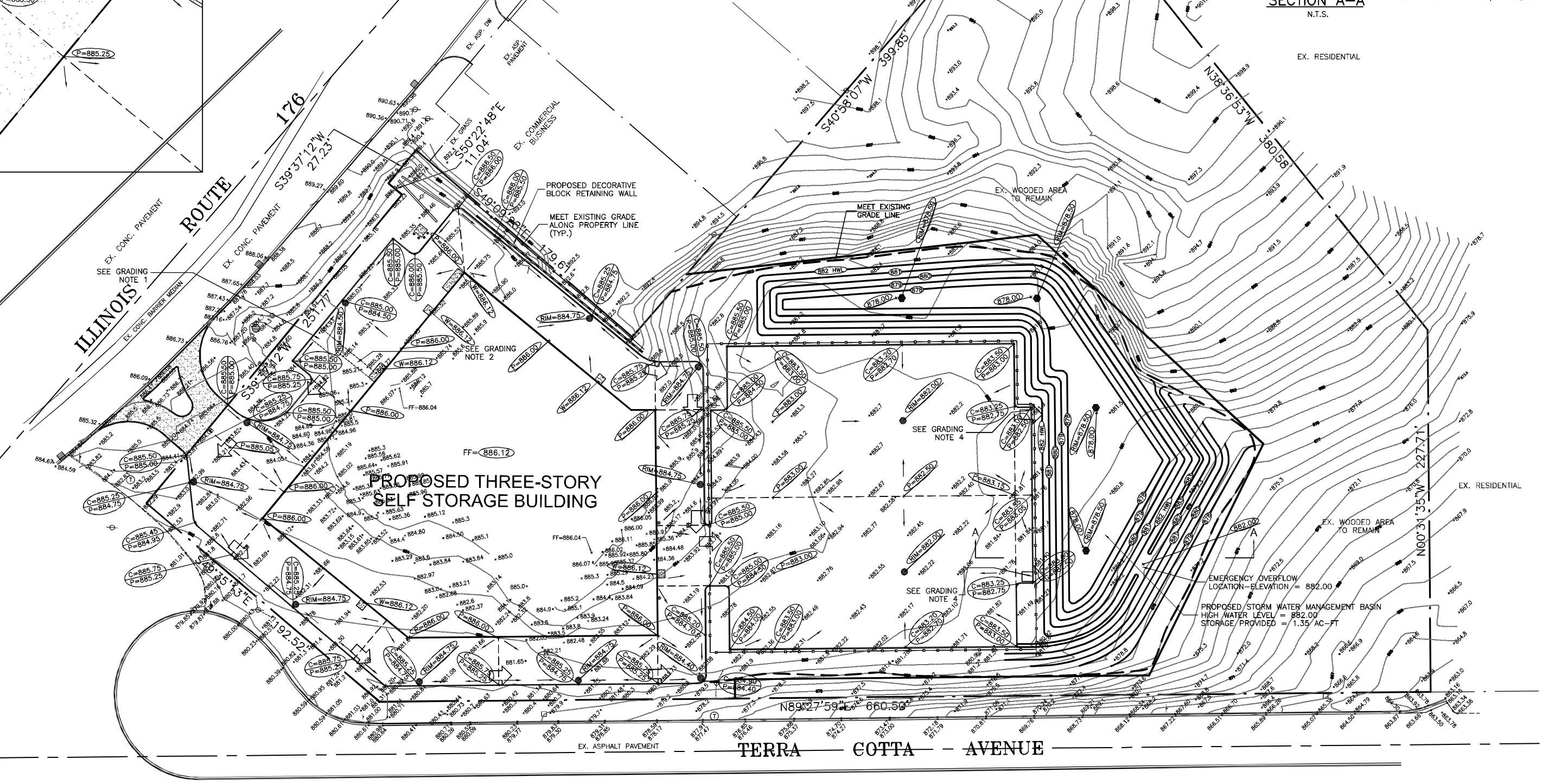
GRADING NOTES
1. ACCESSIBLE PARKING SPACES AND THEIR ADJOINING ACCESS AISLES SHALL NOT EXCEED 2.0% SLOPE IN ANY DIRECTION.
2. ACCESSIBLE PEDESTRIAN ROUTES SHALL NOT EXCEED 2.0% CROSS SLOPE OR 5.0% RUNNING SLOPE, EXCEPT FOR CURB RAMPS WHICH SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 8.33%.
3. ALL GRASS/LANDSCAPED AREAS SHALL BE UNIFORMLY GRADED TO DRAIN WITH POSITIVE DRAINAGE.
4. DEPRESS A 5' LONG SECTION OF CURB TO PROVIDE AN EMERGENCY STORM WATER OVERFLOW ROUTE FROM THE PAVED AREA TO THE DETENTION BASIN, AND TO ALLOW DRAINAGE THROUGH THE CURB.

OPERATES 24 HOURS 365 DAYS
CALL JULIE 1-800-892-0123
WITH THE FOLLOWING:
COUNTY McHENRY
CITY-TOWNSHIP CRYSTAL LAKE
SEC. & 1/4 SEC. NO.# NE 1/4 34-44-8
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.



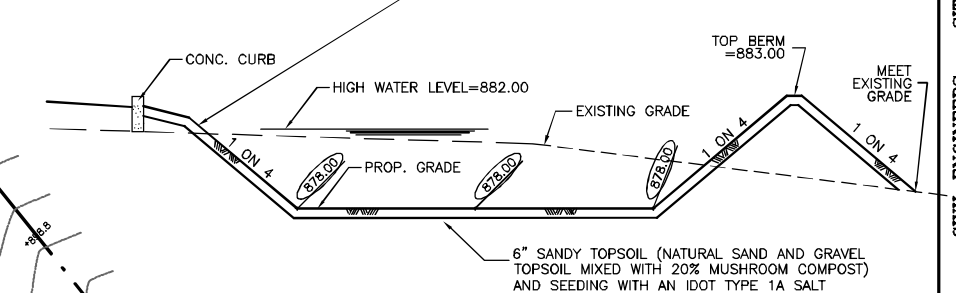
ROUTE 176 DRIVEWAY GRADING DETAIL
SCALE: 1"=10'



N

40 0 40 80 120
SCALE: 1"=40'

ALL SIDE SLOPES AND THE STORM WATER MANAGEMENT BASIN BOTTOM SHALL BE STABILIZED WITH EROSION CONTROL BLANKETS IN COMBINATION WITH SEEDING. THE CATCH BASIN FILTER FABRIC EROSION CONTROL DEVICE SHALL REMAIN IN PLACE UNTIL BASIN VEGETATION IS FULLY ESTABLISHED.



SECTION A-A
N.T.S.

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS
NORTHWESTERN ENGINEERING CONSULTANTS, P.C.
675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695 EXP. 4-30-25

PRELIMINARY ENGINEERING

GRADING AND DRAINAGE PLAN
SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, ILLINOIS

NO.	DATE	DESCRIPTION

DRAWN BY: KRL
CHECKED BY: DMH
DATE: 9-15-23
SCALE: 1"=40'

DRAWING NO. C-3

JOB NO. 23-26

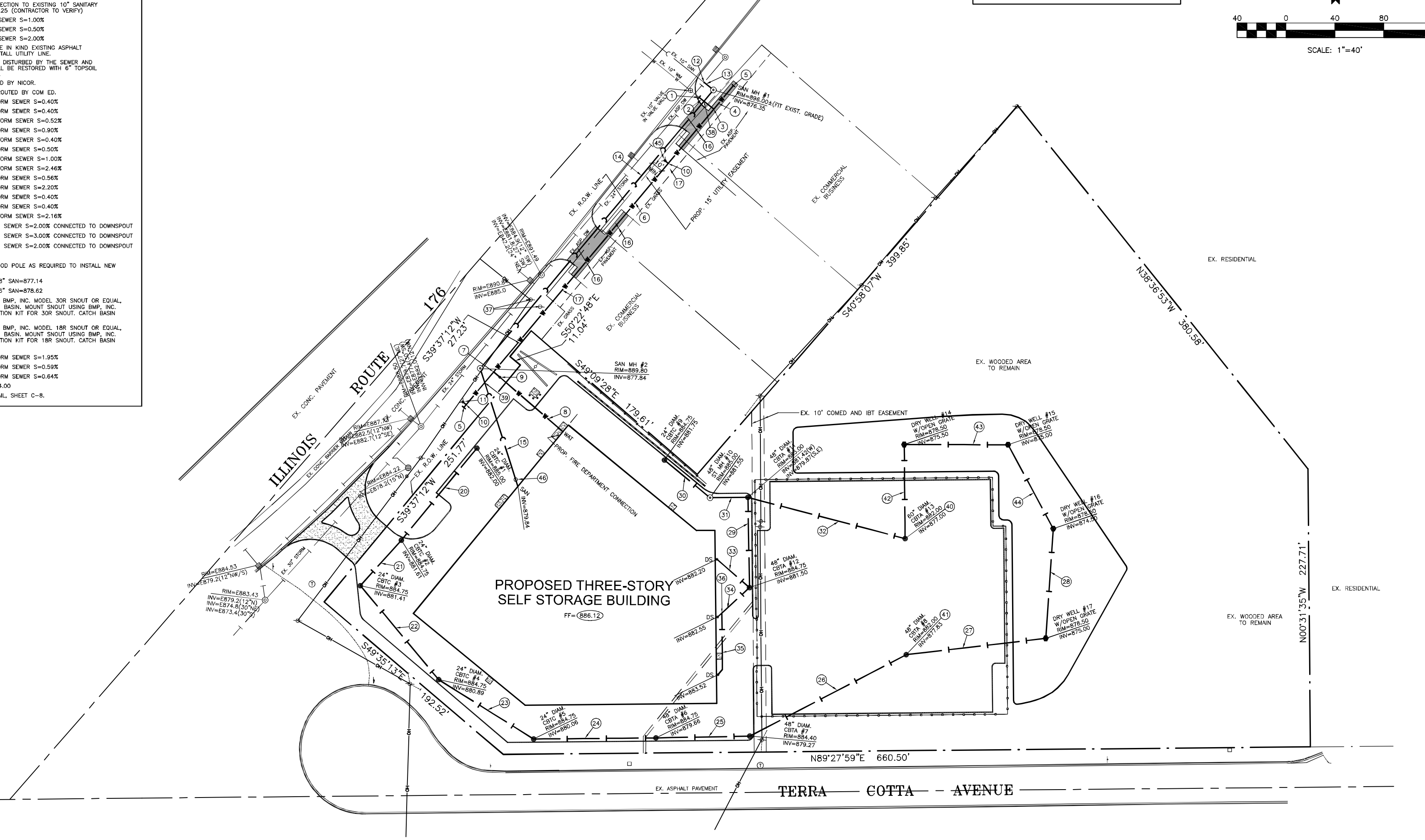
UTILITY NOTES

1. REMOVE PLUG AND MAKE CONNECTION TO EXISTING 10" WATER MAIN STUB IN ACCORDANCE WITH CITY OF CRYSTAL LAKE REQUIREMENTS.
2. 15 LF 10" DUCTILE IRON WATER MAIN CLASS 52.
3. 10"x10"x10" DUCTILE IRON CL 52 TEE
4. 25 LF 10" DUCTILE IRON WATER MAIN CL 52 ON NORTH SIDE OF TEE.
5. PLUG AND BLOCK
6. 319 LF 10" DUCTILE IRON WATER MAIN CL 52 ON SOUTH SIDE OF TEE.
7. 10"x8"x10" DUCTILE IRON CL 52 TEE
8. 85 LF 8" DUCTILE IRON WATER MAIN CL 52
9. 8" VALVE AND BOX
10. 10"x6"x10" DUCTILE IRON CL 52 TEE
11. FIRE HYDRANT–GRADE RING=888.60
12. REMOVE PLUG AND MAKE CONNECTION TO EXISTING 10" SANITARY SEWER PIPE. EXISTING INV=876.25 (CONTRACTOR TO VERIFY)
13. 10 LF 10" PVC SDR 26 SAN. SEWER S=1.00%
14. 297 LF 8" PVC SDR 26 SAN. SEWER S=0.50%
15. 100 LF 6" PVC SDR 26 SAN. SEWER S=2.00%
16. SAW CUT, REMOVE AND REPLACE IN KIND EXISTING ASPHALT PAVEMENT AS REQUIRED TO INSTALL UTILITY LINE.
17. EXISTING OFFSITE GRASS AREAS DISTURBED BY THE SEWER AND WATER MAIN CONSTUCTION SHALL BE RESTORED WITH 6" TOPSOIL (MIN.) AND IDOT CL 1 SEEDING.
18. GAS SERVICE SIZED AND ROUTED BY NICOR.
19. ELECTRIC SERVICE SIZED AND ROUTED BY COM ED.
20. 97 LF 12" RCP C76 CL IV STORM SEWER S=0.40%
21. 50 LF 12" RCP C76 CL IV STORM SEWER S=0.40%
22. 100 LF 12" RCP C76 CL IV STORM SEWER S=0.52%
23. 92 LF 12" RCP C76 CL IV STORM SEWER S=0.90%
24. 100 LF 15" RCP C76 CL IV STORM SEWER S=0.40%
25. 77 LF 15" RCP C76 CL IV STORM SEWER S=0.50%
26. 144 LF 15" RCP C76 CL IV STORM SEWER S=1.00%
27. 115 LF 15" RCP C76 CL IV STORM SEWER S=2.46%
28. 90 LF 12" RCP C76 CL IV STORM SEWER S=0.56%
29. 74 LF 15" RCP C76 CL IV STORM SEWER S=2.20%
30. 48 LF 12" RCP C76 CL IV STORM SEWER S=0.40%
31. 31 LF 12" RCP C76 CL IV STORM SEWER S=0.40%
32. 133 LF 18" RCP C76 CL IV STORM SEWER S=2.16%
33. 35 LF 10" PVC SDR 26 STORM SEWER S=2.00% CONNECTED TO DOWNSPOUT
34. 35 LF 12" PVC SDR 26 STORM SEWER S=3.00% CONNECTED TO DOWNSPOUT
35. 52 LF 10" PVC SDR 26 STORM SEWER S=2.00% CONNECTED TO DOWNSPOUT
36. 12" X 10" PVC SDR 26 WYE
37. SHEET AND BRACE EXISTING WOOD POLE AS REQUIRED TO INSTALL NEW UTILITY LINES
38. BOTTOM 10" WM=889.60. TOP 8" SAN=877.14
39. BOTTOM 10" WM=881.60. TOP 6" SAN=878.62
40. INSTALL NEW OIL/DEBRIS HOOD BMP, INC. MODEL 30R SNOUT OR EQUAL, IN OUTLET PIPE OF NEW CATCH BASIN. MOUNT SNOUT USING BMP, INC. CONCRETE STRUCTURE INSTALLATION KIT FOR 30R SNOUT. CATCH BASIN TO HAVE 60" DEEP SUMP.
41. INSTALL NEW OIL/DEBRIS HOOD BMP, INC. MODEL 18R SNOUT OR EQUAL, IN OUTLET PIPE OF NEW CATCH BASIN. MOUNT SNOUT USING BMP, INC. CONCRETE STRUCTURE INSTALLATION KIT FOR 18R SNOUT. CATCH BASIN TO HAVE 42" DEEP SUMP.
42. 77 LF 24" RCP C76 CL IV STORM SEWER S=1.95%
43. 85 LF 12" RCP C76 CL IV STORM SEWER S=0.59%
44. 78 LF 12" RCP C76 CL IV STORM SEWER S=0.64%
45. FIRE HYDRANT–GRADE RING=894.00
46. EXTERIOR CLEAN OUT–SEE DETAIL, SHEET C–8.

OPERATES 24 HOURS 365 DAYS

CALL JULIE 1–800–892–0123
WITH THE FOLLOWING:
COUNTY McHENRY
CITY–TOWNSHIP CRYSTAL LAKE
SEC. & 1/4 SEC. NO.# NE 1/4 34–44–8
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.



NOTE:
Prior to the start of construction, the contractor shall expose any utilities or other obstructions to be crossed by the proposed sewer, and shall notify the engineer immediately if there are any conflicts with the proposed sewer grade.

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EACH BUILDING UTILITY SERVICE LINE FROM THE PLUMBING AND/OR MECHANICAL DRAWINGS AND SHALL COORDINATE UTILITY SERVICE LINE LOCATION WITH SAME.
2. CONTRACTOR SHALL COORDINATE ALL WORK WITH UTILITY COMPANIES (SEWER, WATER, ELECTRIC, GAS, TELEPHONE, ETC.)
3. ANY EXISTING SEWER, WATER OR OTHER UTILITY LINES OR STRUCTURES (MANHOLES, ETC.) UNDER OR WITHIN 5' OF THE PROPOSED BUILDING OR TRASH ENCLOSURE SHALL BE REMOVED. PLUG ENDS OF REMAINING UTILITY LINES. BACKFILL TRENCHES WITH SELECTED GRANULAR BACKFILL COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY IN 8" LIFTS.

SPECIAL NOTE
The locations of existing underground utilities, such as water mains, sewers, gas lines, electric lines, telephone lines, etc., as shown on the plans have been determined from the best available information and is given for the convenience of the contractor. However, the engineer and owner do not assume responsibility for the accuracy of the locations shown. It shall be the contractor's responsibility to contact all utility companies and their facilities shall be located prior to any work.

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS
NORTHWESTERN ENGINEERING CONSULTANTS, P.C.
675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695 EXP. 4-30-25

PRELIMINARY ENGINEERING

UTILITY PLAN
SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, ILLINOIS

NO.	DATE	DESCRIPTION

DRAWN BY: KRL
CHECKED BY: DMH
DATE: 9–15–23
SCALE: 1"=40'

DRAWING NO.
C–4

JOB NO.
23–26

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date:	January 16, 2024
Item:	Approval of a Letter of Understanding with the Illinois Department of Transportation (IDOT) for the IDOT Illinois Route 47 (IL 47) at Illinois Route 176 (IL 176) Project
Staff Recommendation:	Motion to adopt a Resolution authorizing the City Manager to execute the Letter of Understanding with IDOT for the IL 47 at IL 176 Project
Staff Contact:	Michael P Magnuson, Director of Public Works and Engineering

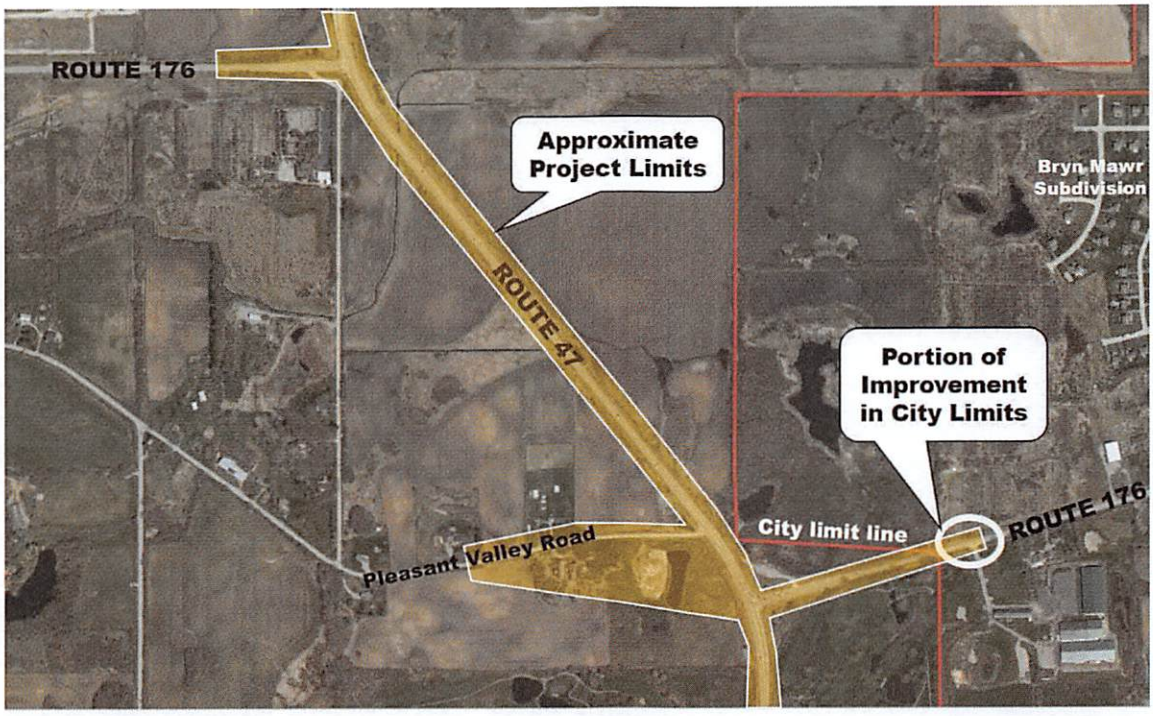
---

Background:

The Illinois Department of Transportation (IDOT) is improving IL 47 at the two intersections with IL 176. The project is targeting a March 2024 IDOT letting with work beginning in the spring. The scope of work for the improvement includes:

- Realignment of Pleasant Valley Road to become a fourth leg of the existing intersection of IL 176 (east leg) and IL 47
- Widening of IL 47 within the project limits
- Traffic signal replacement with intersection improvements
- New sidewalk along west side of IL 47 and north side of IL 176
- New shared-use path along east side of IL 47 and south side of IL 176

The only portion of the improvement within the City of Crystal Lake limits is on the eastern leg of the IL 47/Pleasant Valley Road/IL 176 intersection. Approximately 500 feet of the project along IL 176 is in the City limits (see map below). In this area, IDOT will be constructing a sidewalk and shared-use path. The shared-use path would connect the intersection with the Beyond Stables property on the south side of IL 176. The sidewalk would provide for a future pedestrian connection to the Bryn Mawr Subdivision. The sidewalk would end adjacent to what was a future phase of the development. The sidewalk would end approximately 0.4 miles west of the Bryn Mawr Lane intersection on the north side of IL 176.



A letter of understanding with IDOT is required for the proposed sidewalk and shared-use path along IL 176 within the City limits. Per the letter of understanding, IDOT will fund the engineering and construction of the new sidewalk and shared-use path. Upon completion, the City shall maintain the sidewalk and shared-use path within the City limits. It is IDOT's standard policy for the local municipality to maintain the sidewalk and shared-use path. The Village of Lakewood or Dorr Township will maintain the remaining sidewalk and shared-use path constructed within the project limits. There is no cost to the City for construction of this improvement.

The City's legal counsel has reviewed the letter of understanding and has deemed it acceptable.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS, the Illinois Department of Transportation (IDOT) has identified the need to improve Illinois Route 47 from Pleasant Valley Road to IL 176; and

WHEREAS, IDOT owns and maintains IL 47 and IL 176; and

WHEREAS, approximately 500 feet of the improvement along IL 176 is within the City limits and will be impacted by the IL 47 improvement; and

WHEREAS, the CITY is desirous of IDOT engineering and constructing a sidewalk and a shared-use path at no cost to the CITY; and

WHEREAS, the CITY will maintain the sidewalk and shared-use path upon completion;

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 the Letter of Understanding between the CITY OF CRYSTAL LAKE and the ILLINOIS DEPARTMENT OF TRANSPORTATION for the IL 47 improvement.

DATED this 16th day of January, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

Nick Kachiroubas, CITY CLERK

PASSED: January 16, 2024
APPROVED: January 16, 2024

Draft

FAP 326
IL 47 from Pleasant Valley Road to IL 176
State Section: 105-N-2(15)
County: McHenry
Job No. : D-91-011-14
Contract No.:62B43
Agreement No.: LU-123-026

LETTER OF UNDERSTANDING

This Agreement entered into this _____day of _____, 2024 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF CRYSTAL LAKE of the State of Illinois, hereinafter called the CITY.

Draft

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 9,512 lineal feet of FAP Route 326, Illinois 47 from Pleasant Valley Rd to Illinois 176, identified as STATE Job No.: D-91-011-14, Contract Number 62B43, STATE Section No. 105-N-2(15), as follows:

The general scope of work consists of the realignment of Pleasant Valley Rd to become the fourth leg of the existing south intersection of IL 47 and IL 176. This includes traffic signal replacement, emergency vehicle pre-emtpion system, removal of existing median and replace with northbound left turn lane, new sidewalks, new shared-use paths and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY has agreed to assume the maintenance, control, and administration of the new shared-use path, along the south side of IL 176 as well as maintenance, control, administration of the proposed sidewalk on the north side of IL 176 as shown on the Exhibit D attached herto.

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Draft

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.

2. The STATE agrees to pay for all right of way, construction and engineering cost associated with the improvement.

3. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

4. Upon final field inspection of the improvement and so long as Illinois 47 and Illinois 176 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

5. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks and shared-use paths as described above and shown on Exhibit D, parkways, crosswalk and stopline markings within the CITY limits contained in this contract, all existing and relocated CITY owned utilities including appurtenances thereto and accept long term responsibility for the administration, control, reconstruction and maintenance of the sidewalk and shared-use path described above.

6. In accordance with Chapter 5 of the STATE Bureau of Design and Environment Manual, should the STATE need to adjust or remove and replace the shared-use path due to a STATE improvement, the STATE shall pay for all associated right of way, construction and engineering costs associated with the shared-use path with the improvement.

7. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

Draft

8. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6005840 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

CITY of Crystal Lake

100 W Woodstock Street

Crystal Lake, IL 60014

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SEE NEXT PAGE FOR SIGNATURES

Draft

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF CRYSTAL LAKE

By: _____
(Signature)

Attest:

By: _____
Eric Helm

_____
Clerk

Title: City Manager

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No. : D-91-011-14
Agreement No.: LU-123-026

Draft

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 326, Illinois 47, State Section No: 105-N-2(15), Contract No. 62B43, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

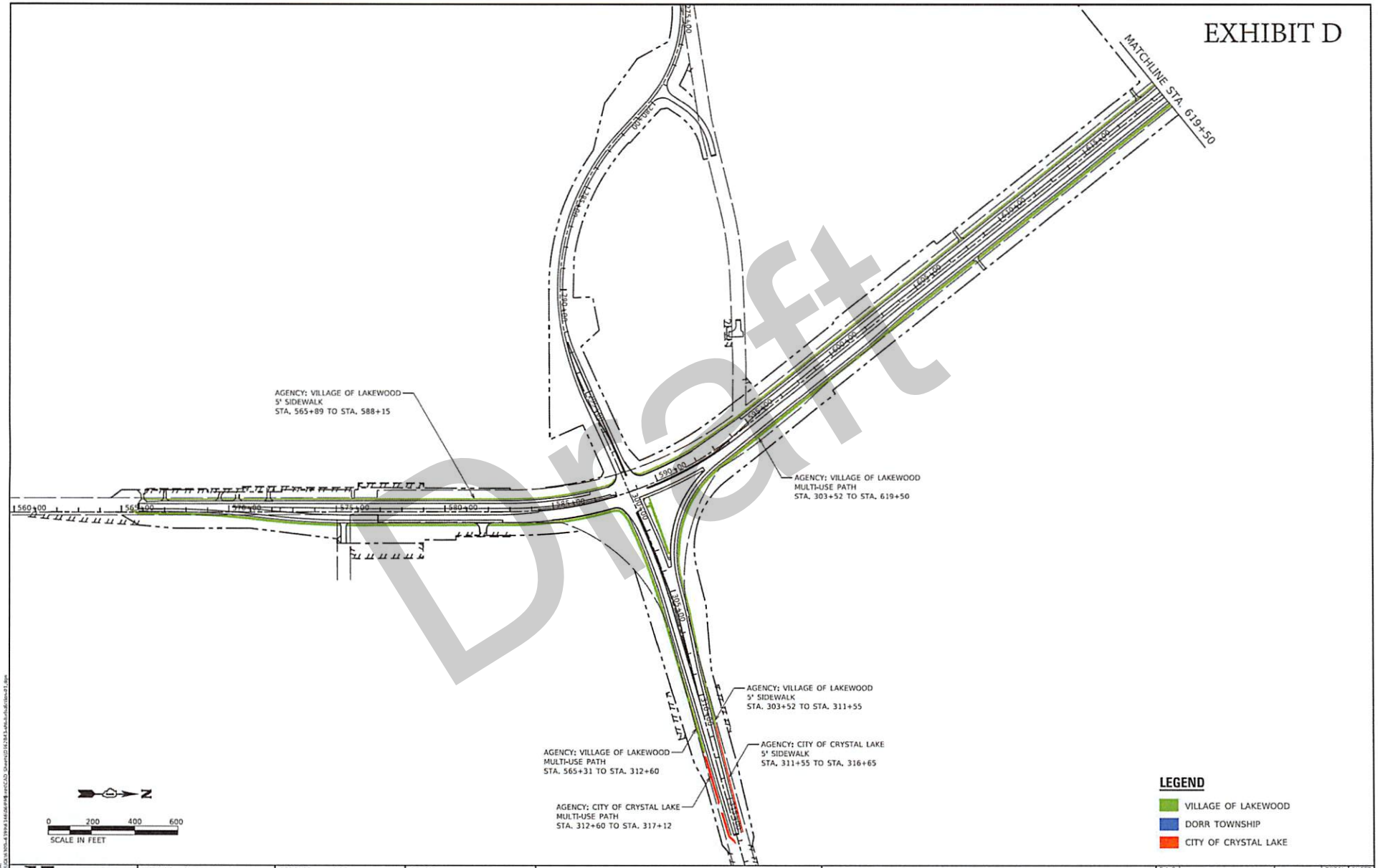
Approved_____

Title _____

Date _____

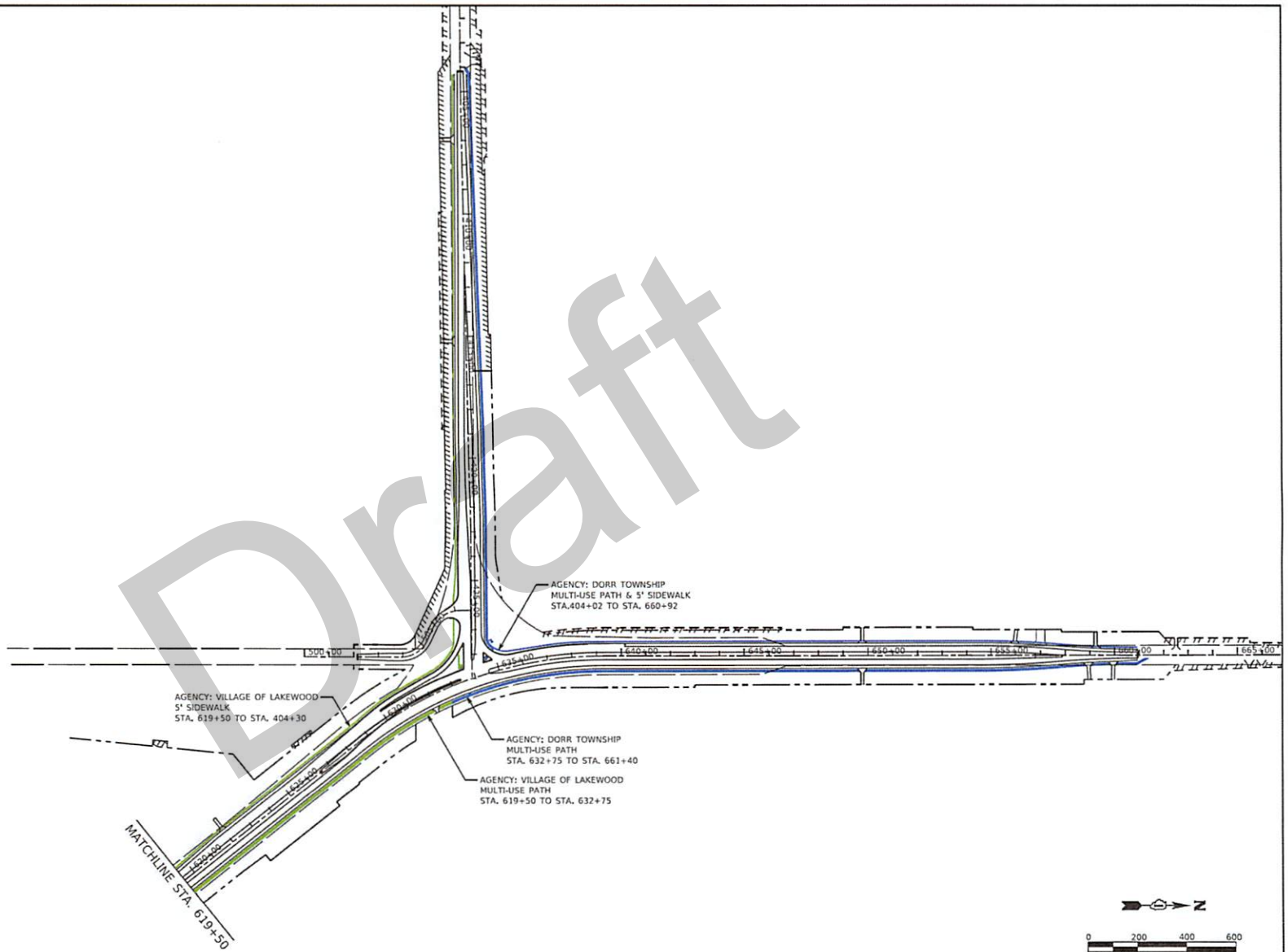
Draft

EXHIBIT D



Draft

STRAND ASSOCIATES® 1170 SOUTH HOUBOLT ROAD JOLIET, ILLINOIS 60431 (815) 744-4200	USER NAME = jackd	DESIGNED - MAG	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	IL ROUTE 47 JURISDICTION MAP	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DRAWN - DJW	REVISED -			326	105-N-2(15)	MCHENRY	2	1
	PLOT SCALE = 200.0000 ' / In.	CHECKED - SJG	REVISED -					CONTRACT NO. 62843		
	PLOT DATE = 11/9/2023	DATE - $PLANDATE$	REVISED -		SCALE: 1" = 200' SHEET 1 OF 2 SHEETS STA. TO STA.			ILLINOIS FED. AID PROJECT		



Draft

STRAND ASSOCIATES® 1170 SOUTH HOUBOLT ROAD JOLIET, ILLINOIS 60431 (815) 744-4200	USER NAME = Jacke	DESIGNED - MAG	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	IL ROUTE 47 JURISDICTION MAP	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DRAWN - DJW	REVISED -			326	105-N-2(15)	MCHENRY	2	1
	PLOT SCALE = 200.0000 ' / In.	CHECKED - SJG	REVISED -					CONTRACT NO. 62B43		
	PLOT DATE = 11/9/2023	DATE - $PLANDATE$	REVISED -		SCALE: 1" = 200' SHEET 2 OF 2 SHEETS STA. TO STA.			ILLINOIS FED. AID PROJECT		

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: January 16, 2023

Item: Proposal Award - Public Works Arc Flash Study

Staff Recommendation: Motion to award the proposal for Arc Flash Study services at City facilities to the most responsive and responsible proposer, Electrical Safety Specialists, LLC, and adopt a Resolution authorizing the City Manager to execute a service agreement with Electrical Safety Specialists, LLC in the proposal amount

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

---

Background:
Arc Flash related programs help protect individuals working with electrically energized equipment at City facilities from electrical arc flash hazards. These individuals may include any workers who inspect, maintain, or operate energized equipment. The Occupational Safety and Health Administration (OSHA) requires that employers protect employees and contractors from electrical hazards including arch flash. In order to satisfy OSHA, regulations require that a comprehensive arc flash analysis be conducted and updated on a five-year cycle. Updating the City's arc flash study allows for continued compliance with applicable standards, including those in the National Electrical Code (NEC) and OSHA 29 Code of Federal Regulations (CFR), and promotes worker safety by identifying what personal protective equipment (PPE) and clothing must be worn based on the level of electrical hazard exposures.

City properties to be updated in the arc flash study review will include the Downtown Train Station, Public Works Cold Storage, Water Treatment Plants, Wastewater Treatment Plants, Lift Stations, Three Oaks Recreation Area, Fire Station #3 and Fire Station #4. As part of the City's request for proposal staff sought new one-line diagram studies for the Downtown Train Station, Three Oaks Recreational Area, PW Cold Storage Building, and Lift Station's 7 and 19. Other areas listed in the RFP will receive updates to previous studies. Also, included in the services associated with the proposal, is Arc Flash warning label installation, Power System studies, which provide data and significant findings based on this data, and access to model files after the study is complete.

Selection Process

The request for proposal was publicly solicited and on December 5, 2023, the City of Crystal Lake received three proposals for arc flash study services. The Public Works Department followed the City's Purchasing Policy to secure a qualified vendor to address this project. The City received proposals from three vendors in response to this request. The qualifications criteria that were considered during the review were:

1. Proposal completeness and understanding the scope of work.
2. Current or past projects related to the scope of services requested.
3. References from current and previous customers for similar projects.
4. Project Management teams relevant work experience and credentials.
5. The review results are listed in the table below.

Arc Flash Survey Review							
Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Electrical Safety Specialists *		Hallam ICS		Kinectrics AES	
Criteria	(1-10)	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Project Scope: Does the consultant have a good understanding of the work? Can they provide all the services related to the scope of work?	9	4.3	39.00	4.0	36.00	3.0	27.00
Project Examples: Are the examples relevant? Are they impressive?	6	3.3	20.00	3.7	22.00	3.3	20.00
References: Are they pertinent and aligned with the proposed scope?	7	3.7	25.67	4.0	28.00	3.0	21.00
Org Chart and Resume: Project Manager's team members have demonstrated experience, relevant experience in project examples, and good performance.	8	4.0	32.00	3.7	29.33	3.3	26.67
Total Weighted Rating	30		116.67		115.33		94.67
PROPOSAL RANKING		3.89		3.84		3.16	
Combined Weighted Hourly Rate		$76,800.00		$105,575.00		$80,569.00	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg) Avg. cost = $87,648		2.81		1.99		2.70	
TOTAL VALUE RANKING =		3.35		2.92		2.93	

* Indicates Recommended Lowest Responsive and Responsible Bidder

Recommendation:

The Public Works Department has reviewed the three proposals received for completeness and accuracy. Electrical Safety Specialists, LLC has submitted the most responsive and responsible proposal per the specifications stated in the request for proposal. It is the recommendation of staff to award the proposal to Electrical Safety Specialists, LLC to perform arc flash survey review services at City facilities for the proposal amount of $76,800.00.

There are sufficient funds in the FY 2023/2024 Budget for this expense.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, electrical arc flash study updates are required at least every five years to satisfy federal Occupational Safety and Health Administration (OSHA) requirements, identify electrical hazards, and to ensure appropriate safety precautions are taken by personnel working on high voltage electrical equipment; and

WHEREAS, the CITY requires consultant services to update its arc flash study; and

WHEREAS, proposals were publically solicited and reviewed resulting in a determination that Electrical Safety Specialists, LLC offered a proposal that is the most advantageous to the City.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Electrical Safety Specialists, LLC for the Public Works Arc Flash Study in the proposed amount $76,800.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

DATED this 16th day of January, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: January 16, 2024
APPROVED: January 16, 2024

Draft

41. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: Electrical Safety Specialists

Company Address: PO Box 842

City, State, Zip Code: Louisburg, KS 66053

Contact Person: Noah Hawkins

Contract Person Phone / E-Mail: 913 837-0997 | nhawkins@arcflashpro.com

Proposals for: Public Works Arc Flash Survey Review, per the specifications identified herein.

Public Works Arc Flash Survey Review.....	$ 76,800.00	lump sum
Optional: Thermal Imaging (alongside the arc flash data collection)....	$ 8,250.00	
Optional: Qualified Electrical Worker training (up to 10 persons).....	$ 4,800.00	

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Consultants must submit a sealed envelope with three copies of the proposal. Proposals may be submitted online via the City's online bidding platform, QuestCDN, in place of a physical submittal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the consultant must sign below.

Signature: Noah Hawkins Date: 12/4/23

Printed Name: Noah Hawkins Title: Director, Business Development

*Outlines for each of the value-add services listed here are included on the final pages of this submission.

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: Adoption of an Ordinance declaring a surplus in the Special Service Area #43 Fund and Authorizing the City Manager to refund surplus funds

Staff Recommendation: Motion to adopt an Ordinance declaring a surplus in the Special Service Area #43 Fund and Authorizing the City Manager to refund surplus funds

Staff Contact: Jodie Hartman, Director of Finance/Treasurer

Background:
Special Service Area (SSA) #43 was established in 2004 to fund water and sewer service extension for the Crystal Heights subdivision. All work is complete and all related debt has been paid. A surplus exists in the SSA #43 Fund of $241,837.47. Per the Special Service Area Tax Law, any SSA surplus is to be distributed back to property owners within the SSA.

Discussion:
Prior to 2004, the Crystal Heights subdivision had well and septic service to their properties. Due to a failure of the system, the properties were unable to continue well and septic and approached the City to connect to the City's water and sewer service, along with a request to be annexed into the City. The City issued general obligation bonds, of which $1.5 million was allocated to fund the necessary improvements for this project. Property owners entered into participation agreements with the City, promising to pay their fair share of the improvements. To ensure the City was able to fully recoup the costs of the project, the City also established SSA 43. The SSA allowed for an annual levy to be added to the affected property owner's tax bills each year should the participation agreement payments not suffice.

Preliminary construction estimates exceeded the actual cost of improvements. The funds received through the participation agreements and the SSA levy have been sufficient to generate a surplus of $241,837.47, less pending administrative costs. The refund would be paid to the current property owners of record for the 43 parcels in the SSA, allocated based on each parcel's share of the overall equalized assessed value (EAV) of the included parcels. Distribution will be calculated based on the 2022 tax levy EAV's as the 2023 tax levy EAV's are not yet available.

Votes Required to Pass:
Simple majority

Ordinance #:
File #:

ORDINANCE DECLARING A SURPLUS IN THE SPECIAL SERVICE AREA #43 FUND AND AUTHORIZING THE CITY MANAGER TO REFUND SURPLUS FUNDS

WHEREAS, on May 4, 2004 the City adopted Ordinance 5775, establishing Special Service Area #43 ("SSA # 43) in connection with the extension of water and sewer services to the Crystal Heights Subdivision (the "Water/Sewer Extension Project"); and

WHEREAS, pursuant to Ordinance 5875, the City approved General Obligation Bonds in the amount of $7, 825,000 (the "GO Bonds") of which $1,500,000 was designated to finance the cost of the Water/Sewer Extension Project; and

WHEREAS, funds received from property owners within SSA #43 have been deposited in a separate fund held by the City (the "SSA #43 Fund")

WHEREAS, the Water/Sewer Extension Project has been completed and all debt related to the GO Bonds has been repaid; and

WHEREAS, one lot within SSA # 43 which was originally owned by the Crystal Heights Association and previously used for a private well to service the Crystal Heights Subdivision (PIN 19-04-202-020) was never taxed during the life of SSA #43 and no levy was issued by the City for SSA #43 with respect to that lot; and

WHEREAS, following the satisfaction of the GO Bond debt and payment of all expenses related to the Water/Sewer Extension Project, there remains a surplus in the SSA #43 Fund of $241,837.47 (the "Surplus Funds"); and

WHEREAS, the Mayor and City Council have found and determined that it is necessary and appropriate to refund the Surplus Funds to the taxpayers of record of properties within SSA #43, less expenses of the City in declaring and making the refund, in accordance with the provisions of Section 93 of the Special Service Tax Law (35 ILCS 200/27-93)

Draft

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

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

SECTION TWO. Declaration of Surplus and Authorization for the City Manager to Refund Surplus. A surplus in the amount of $241,837.47 in the SSA #43 Fund is hereby declared and the City Manager is hereby authorized to refund such surplus to the taxpayers of record of all parcels within SSA #43, excluding the parcel identified as PIN 19-04-202-020, in accordance with the mechanism set forth in Section 93 of the Special Service Area Tax Law (35 ILCS 200/27-93), less such costs incurred by the City relative to declaring and making such refunds.

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 16th of January, 2024

APPROVED:

_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: January 16, 2024
APPROVED: January 16, 2024

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

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: Authorization to Extend the Vehicle Leasing and Replacement Program with Enterprise Fleet Management, Inc.

Staff recommendation: Motion to adopt a Resolution authorizing the extension of the Vehicle Leasing and Replacement Program and related agreements with Enterprise Fleet Management, Inc. for an additional term of five years

Staff Contact: Jodie Hartman, Director of Finance
Michael Magnuson, Director of Public Works and Engineering

Background:
On May 1, 2018, the City Council adopted a resolution authorizing the Vehicle Leasing and Replacement Program (VLR Program) with Enterprise Fleet Management, Inc. for the leasing of City vehicles. Included with the program was a Master Equity Lease Agreement, a Full Maintenance Agreement, and a Maintenance Management and Fleet Rental Agreement. Procured through The Interlocal Purchasing System (TIPS), a purchasing cooperative, the VLR Program was authorized for an initial term of five-years, and the original resolution required City Council authorization to renew for an additional five-year term. The agreements with Enterprise do not have an expiration date, so all terms remain constant. This authorization is to allow staff to continue utilizing the Enterprise agreements when leasing is the most prudent financing mechanism for the fleet.

The vehicle leasing program was originally developed as a financing mechanism to rotate vehicles in and out of the City's fleet on a set schedule in order to keep the quality of the fleet high and its maintenance costs low. The City currently leases 70 vehicles of different types including sedans, pickup trucks, SUVs, police patrol vehicles, dump trucks, and a street sweeper. Ambulances and fire engines are not part of the VLR Program. However, due to reduced vehicle inventory and recent global supply chain issues, vehicles to lease have become more difficult to obtain. Additionally, many vehicle manufacturers have eliminated the government discount, increasing the City's acquisition cost. This higher acquisition cost reduces the City's potential gain on the sale of the vehicle at the end of the lease which was a component to financing the VLR Program.

Moving forward operationally, rather than almost exclusively leasing, the City plans to evaluate each vehicle acquisition to determine the most advantageous financing mechanism.

Reauthorization of the VLR Program would keep the leasing option available for whenever it may be deemed to be the best method for procuring a City vehicle.

Recommendation:

Staff recommends authorizing the extension of the Vehicle Leasing and Replacement Program and related agreements with Enterprise Fleet Management, Inc. for an additional five-year term.

Votes Required to Pass:

Simple majority

Res. 24R-

R E S O L U T I O N

WHEREAS on May 1, 2018, the City Council authorized the City's participation in the Vehicle Leasing and Replacement Program (VLR Program) with Enterprise Fleet Management, Inc.; and

WHEREAS, the City Council authorized agreements related to the VLR Program including a Master Equity Lease Agreement, a Full Maintenance Agreement, and a Maintenance Management and Fleet Rental Agreement; and

WHEREAS, after the initial five-year term, City Council authorization is required to renew the VLR Program for an additional five-year term; and

WHEREAS, extending the VLR Program would continue to allow City staff the option to procure and finance additions to the City's vehicle fleet through the use of vehicle leases.

Draft

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 Council hereby authorizes the renewal of the Vehicle Leasing and Replacement Program with Enterprise Fleet Management, Inc. for an additional term of five years, however, that any renewal of such VLR Program (or agreements related thereto) beyond the renewal term shall be subject to further review and approval of the City Council; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take any actions necessary to facilitate the renewal of the Vehicle Leasing and Replacement Program and all agreements relating thereto.

DATED this 16th day of January, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: January 16, 2024
APPROVED: January 16, 2024

Draft

enterprise

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 29th day of May, 2018, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM MM Customer

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Crystal Lake

By: , Gary Mayerhofer

Title: City Manager

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

Date Signed: May 29, 2018

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

By:

Title: VICE PRESIDENT

Address: 1200 JORIE BLVD.
OAK BROOK, IL 60523

Date Signed: MAY 29, 2018

Initials: EFM _____ Customer _____

© 2017 Enterprise Fleet Management, Inc. H02744_Gov Equity

PRICING PLAN

	Factory Order	Stock Order
Acquisition	Factory invoice Less EFM Discount of $250 Less Fleet incentive +$300 Doc/Delivery	Dealer invoice, plus 2% Less Fleet Incentive +$300 Doc/Delivery
Interest Rate	Three-year US T-Bill plus 250 basis points	Three-year US T-Bill plus 250 basis points
Management Fee	.07% of delivered cost	.07% of delivered cost
Service Charge	$400 per vehicle	$400 per vehicle
Geo-Tab	No cost for Device (minimum 50 units) /$50 per unit if less than 50 initial units Monthly rate to be determined at time of implementation currently $27/month	No cost for Device (minimum 50 units) /$50 per unit if less than 50 initial units Monthly rate to be determined at time of implementation currently $27/month
WEX/Fuel Cards	No cost for card. $0.05 off at Exxon Mobile gas stations	No cost for card. $0.05 off at Exxon Mobile gas stations

Additional Considerations

- Rate is fixed at date of delivery for entire term
- Eligible factory orders are exempt from advertising fees
- No interim interest or rental fees
- All after-market can be 100% capitalized into the lease under $20,000
  - Above $20,000 in after-market equipment 50% down is required

CONFIDENTIAL AND PROPRIETARY

enterprise
FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 29th day of May, 2018 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 29th day of May, 2018 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Crystal Lake ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Illinois (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the 29th day of May, 2018.

City of Crystal Lake (Lessee)

By Gary J. Mayerhofer

Title: City Manager

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By JASON TYRA

Title: VICE PRESIDENT

SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated the 29th day of May, 2018, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control. This Addendum will be governed by and construed in accordance with the substantive laws of the State of Illinois (determined without reference to conflict of law principles).

LESSEE: City of Crystal Lake

By: Gary J. Mayerhofer

Title: City Manager

Date Signed: May 29, 2018

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: JASON TYRA

Title: VICE PRESIDENT

Date Signed: MAY 29, 2018

enterprise
FLEET MANAGEMENT

SERVICE AGREEMENT

This Agreement is entered into as of the 29th day of May, 2018, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Crystal Lake

WITNESSETH:

WHEREAS, Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and City of Crystal Lake date May 29, 2018.

WHEREAS, City of Crystal Lake and EFM entered into that certain Maintenance Agreement dated May 29, 2018, as amended (collectively, "Maintenance Agreement");

WHEREAS, City of Crystal Lake and EFM entered into that certain Maintenance Management and Fleet Rental Agreement, as amended dated May 29, 2018, (collectively, "Maintenance Management Agreement");

NOW, THEREFORE, EFM, as Servicer of the Master Equity Lease Agreement, and as a party of the Maintenance Agreements, and City hereby agree to the following additional terms and conditions:

NOW, THERFORE, the parties agree as follows:

Most Favored Customer. Enterprise Fleet Management, Inc. represents and warrants that all prices, benefits, warranties and other terms and conditions in this Agreement are and, during the term of this Agreement, will continue to be no less favorable to the City of Crystal Lake than those currently being offered or that will be offered by Enterprise Fleet Management, Inc. to any of its similarly situated customers. A similarly situated customer with respect to this agreement shall be any municipal customer in the State of Illinois with a residential population below 100,000.

IN WITNESS WHEREOF, City of Crystal Lake and Enterprise Fleet Management, Inc. have executed this Service Agreement as of the day and year first above written.

Company: City of Crystal Lake

By: Gary J. Mayerhofer

Title: City Manager

Address:

100 W. Woodstock Street

Crystal Lake, IL 60014

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: Jason Tyra

Title: VP

Address: 1200 Jorie Blvd

Ste 300

Oak Brook IL 60523

enterprise
FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 29th day of May, 2018, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Crystal Lake ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 29th day of May, 2018, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	City of Crystal Lake	EFM:	Enterprise Fleet Management, Inc.
By:	Gary Mayerhofer	By:	
Title:	City Manager	Title:	VICE PRESIDENT
Address:	100 W. Woodstock Street Crystal Lake, IL 60014	Address:	1200 Jorie Blvd ste 300 oak brook IL 60523
Attention:	City Manager	Attention:	
Fax #:	815-459-3780	Fax #:	
Date Signed:	May 29, 2018	Date Signed:	May 24, 2018

Initials: EFM_____ Customer_____

© 2017 Enterprise Fleet Management, Inc. H02213_MaintAgree Equity

enterprise
FLEET MANAGEMENT

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 29th day of May, 2018 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the 29th day of May, 2018 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Crystal Lake ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the 29th day of May, 2018.

City of Crystal Lake (Lessee)

By Gary J. Mayerhofer

Title: City Manager

ENTERPRISE FLEET MANAGEMENT, INC.

By Jason Tyra

Title: Vice President

enterprise

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 29th day of May 2018, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Crystal Lake (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Customer _____

8. **FEES:** EFM will charge the Company for the service under this Agreement $5 per month per Card, plus a one time set-up fee of $0.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company:	City of Crystal Lake	EFM:	Enterprise Fleet Management, Inc.
By:	Gary J. Mayerhofer	By:	
Title:	City Manager	Title:	VP
Address:	100 W. Woodstock Street Crystal Lake, IL 60014	Address:	1200 Jorie Blvd STE 300 Oak Brook IL 60523
Date Signed:	May 29, 2018	Date Signed:	MAY 29th, 2018

Initials: EFM_____ Customer_____

© 2017 Enterprise Fleet Management, Inc. H02213_MaintManagement

enterprise
FLEET MANAGEMENT

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this 29th day of May, 2018 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the 29th day of May, 2018 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Crystal Lake ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Illinois (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the 29th day of May, 2018.

City of Crystal Lake (Company)

By Gary J. Mayerhofer

Title: City Manager

ENTERPRISE FLEET MANAGEMENT, INC.

By JASON TYRA

Title: VICE PRESIDENT

RESOLUTION NO. 18R-41

APPROVAL OF A VEHICLE LEASING AND REPLACEMENT PROGRAM AND RELATED AGREEMENTS WITH ENTERPRISE FLEET MANAGEMENT, INC.

WHEREAS, City vehicles are tools used to carry out the City's mission. Thus, the primary goals are that these vehicles be safe, reliable, and provide necessary functionality at an economical cost; and

WHEREAS, there are multiple options for determining a vehicle's replacement point; and

WHEREAS, the City has determined that among the multiple options, the lifecycle costing method is preferred because it results in the most economical cost; and

WHEREAS, the lifecycle costing method considers the point in the vehicle's or equipment's life when the sum of all ownership and operating costs reaches a minimum. Typical parameters included in these analyses are depreciation, cost of money, insurance, fuel, and maintenance and repairs; and

WHEREAS, the City currently has a fleet of vehicles of varying ages and capabilities which has caused the City to reexamine the City's procurement practices and consider the benefits of fleet leasing; and

WHEREAS, over time, the City anticipates significant financial and practical advantages by utilizing a fleet leasing program versus the current method of fleet replacement.

WHEREAS, previously, the City Council authorized the execution of agreements to participate in cooperative purchasing groups. Cooperative purchasing is increasingly popular at the federal, state, and local levels because it can save significant time and money in contract production as well as lower contract prices through the power of aggregation; and

WHEREAS, cooperative purchasing allows a group of buyers with a common interest to pool their buying power in order to negotiate more favorable pricing on goods and services. Cooperative purchasing allows the City to aggregate volume of specific commodities and services to achieve better pricing than it would on its own; and

WHEREAS, one purchasing group that the City is a member of is The Interlocal Purchasing System (TIPS); and

WHEREAS, in July, 2016, following a competitive proposal process, TIPS awarded a Fleet Leasing and Management Services contract to Enterprise Fleet Management, Inc. TIPS followed the same process that the City would follow for the public procurement, including: publicly advertising the bid, analyzing the responses from the proposers (Enterprise and Acme Leasing), and entering into a contracting with the awarded vendor, Enterprise Fleet Management, Inc.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CRYSTAL LAKE hereby approves a Vehicle Leasing and Replacement Program (the "VLR Program") with Enterprise Fleet Management, Inc. for City vehicles through The Interlocal Purchasing System (TIPS) for a term of five years, with an option to renew for an additional five years; provided, however, that any renewal of such VLR Program (or agreements relating thereto) beyond the initial five-year term shall be subject to further review and approval of the City Council.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute on behalf of the City a Master Equity Lease Agreement, Full Maintenance Agreement, and Maintenance Management and Fleet Rental Agreement with Enterprise Fleet Management, Inc. in substantially the form prescribed as part of the VLR Program, subject to final review and approval of the City Attorney.

BE IT FURTHER RESOLVED that the City Council hereby declares City vehicles to be surplus when the City Manager determines that various City-owned vehicles are hereby no longer necessary to the City or otherwise need to be replaced for use by the City. In making such determinations, the City Manager shall:

a. implement a lifecycle costing methodology for the City's vehicle fleet that will also consider the availability of appropriate replacement vehicles under the VLR Program and budget authorizations;

b. annually deliver to the City Council during the budget process a report on the VLR Program, including a summary of vehicles declared or anticipated to be declared "surplus" during the prior, current, and upcoming fiscal years; and

c. as a result of determining any City-owned vehicles are surplus, ensure that the cost of the VLR Program does not exceed the amount authorized in the City budget for the current fiscal year (except that, if decisions regarding surplus and replacement vehicles must reasonably occur before the budget for a fiscal year is approved, then the determination of surplus vehicles shall be based on the budget for the prior fiscal year).

Following the determination that any City vehicle is surplus, the City Manager shall cause such vehicle to be sold, with the proceeds from sale of surplus vehicles to be applied toward cost of the annual VLR Program.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take any actions necessary to facilitate fleet leasing, fleet maintenance, and fleet rental during the term of the VLR Program and the terms of related agreements.

DATED at Crystal Lake, Illinois, this 1st day of May, 2018.

APPROVED:

Aaron T. Shepley, Mayor

ATTEST:

Nick Kachiroubas, City Clerk

PASSED: May 1, 2018
APPROVED: May 1, 2018

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: Amendment of City Code Chapter 467 and Chapter 496 Relating to Passenger Buses

Staff Recommendation: Adopt Ordinance amending Chapter 467 of the City Code adding Article XV to be entitled "Taxation and Licensing of Passenger Buses" and Chapter 496 Bus Stopping, Loading and Unloading.

Staff Contact: Eric T. Helm, City Manager

Background:

In recent weeks, communities in the Chicago metropolitan area have encountered instances in which buses had transported persons seeking asylum and others seeking to immigrate into the United States and caused them to disembark from the bus in such communities without any means of support or otherwise notifying governmental agencies serving such communities. These actions of "No Notice Buses" have both endangered Asylum Seekers and imposed unexpected and unnecessary strain on public services.

The unscheduled character of No Notice Buses precludes effective responses to the needs of Asylum Seekers, especially during periods of inclement or severe weather conditions. In order to assist in providing timely and effective services relating to Asylum Seekers, preserving traffic safety, establishing an orderly means for handling an influx of Asylum Seekers and others who might arrive in the City, and promoting the health, safety, and welfare of the public (whether residents of Crystal Lake or otherwise), the proposed ordinance establishes regulations relating to No Notice Buses. The ordinance establishes fees and taxes to promote the goals of the ordinance. The adoption of the ordinance would ratify the Mayor's December 28, 2023 executive order establishing a policy regulating passenger buses in Crystal Lake.

Each violation of a provision of this Article shall be subject to a fine of not less than $500.00 nor more than $750.00 for each violation.

Votes Required to Pass:

A simple majority vote of the corporate authorities is required for adoption of the ordinance.

CITY OF CRYSTAL LAKE

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE TAXATION AND REGULATION OF BUSES AND THE SAFE DISEMBARKMENT OF PASSENGERS THEREOF

WHEREAS, pursuant to Article VII, Section 6 of the Illinois Constitution, the City of Crystal Lake (the "***City***") exercises home rule powers to protect and preserve the public health, safety, and welfare; and

WHEREAS, pursuant to Division 11-80 of the Illinois Municipal Code, 65 ILCS 5/11-80-1 *et seq.*, the City has authority to regulate City streets and activities upon them; and

WHEREAS, pursuant to the Illinois Municipal Code, the City also is authorized to license, tax, regulate, and prohibit buses, *see* 65 ILCS 5/11-42-4, 65 ILCS 5/11-42-6; and

WHEREAS, pursuant to the aforementioned provisions of the Illinois Municipal Code and the City's home rule authority, the City has broad authority to regulate the activities of buses within the City and upon City streets (the "***Bus Regulatory Authority***"); and

WHEREAS, due to their size and their capacity to carry, load, and unload passengers, buses can obstruct traffic and create hazards for passengers and passers-by if the time, place, and manner is not properly regulated; and

WHEREAS, to ensure accountability of buses and their drivers for the safe operation of the buses in the course of having passengers embark and disembark, the Mayor and City Council (the "***City Council***") have determined that it is necessary and appropriate to exercise the City's Bus Regulatory Authority to ensure the safety of bus passengers and the public using the streets of the City; and

WHEREAS, in recent weeks, communities in the Chicago metropolitan area have encountered instances in which buses had transported persons seeking asylum and others seeking to immigrate into the United States (***Asylum Seekers***") and caused them to disembark from the bus in such communities without any means of support or otherwise notifying governmental agencies serving such communities of the transporting of a large number of Asylum Seekers to those communities ("***No Notice Buses***"); and

Draft

WHEREAS, the actions of No Notice Buses have endangered Asylum Seekers, imposed unexpected and unnecessary strain on public services, and undermined the ability of public service agencies to provide safe and appropriate accommodations for Asylum Seekers; and

WHEREAS, the unscheduled character of No Notice Buses precludes the City and other public service agencies from addressing the needs of Asylum Seekers, especially during periods of inclement or severe weather conditions; and

WHEREAS, in order to assist the City in providing timely and effective services relating to Asylum Seekers, preserving traffic safety, establishing an orderly means for handling an influx of Asylum Seekers and others who might arrive in the City, and promoting the health, safety, and welfare of the public (whether residents of Crystal Lake or otherwise), the City Council has determined that it is in the best interests of the City, its residents, and the public at large to establish regulations relating to No Notice Buses as hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, as follows:

Section 1: Incorporation of Recitals. The foregoing recitals are found to be true and correct by the City Council and are hereby incorporated into and made a part of this Ordinance as if fully set forth herein.

Section 2: Amendment to Chapter 467 of the City Code. Chapter 467, entitled "Taxation," of the City Code is hereby amended by adding a new Article XV, to be entitled "Taxation and Licensing of Passenger Buses," which new Article XV shall hereafter be and read as follows:

CHAPTER 467. TAXATION

* * *

Article XV: Taxation and Licensing of Passenger Buses.

467-85. Findings and Purpose.

A. The transportation by Passenger Bus of large numbers of Passengers into Crystal Lake presents potential hazards to such Passengers and undue strain on public resources unless appropriate arrangements are made in advance by such Passenger Buses with the City.

B. In order to protect the health, safety, and welfare of Passengers and to ensure that the City has adequate resources and means to accommodate such Passengers, it is

Draft

necessary and desirable to require Passenger Buses to pay a tax to the City and obtain a License from the City in advance of any stop within the City as provided in this Article.

467-86. Definitions.

For purposes of this Article, the following definitions shall apply definitions shall apply unless the context clearly indicates or requires a different meaning. The singular or plural is included in any circumstances:

A. "*Applicant*" shall mean a Driver, Owner, and any person filing a License Application with the City with respect to a Passenger Bus.

B. "*Bus*" shall have the meaning set forth in 625 ILCS 5/1-107.

C. "*Charter Bus*" shall be a bus that transports the same set of Passengers to and from the City. Charter Buses shall not include Buses that only transport Passengers to the City.

D. "*Designated Drop-Off Location*" shall be either (i) the Crystal Lake City Hall, 100 West Woodstock Street, Crystal Lake IL 60014, or (ii) such other location approved by the City. The Designated Drop-Off Location shall be specified in any License.

E. "*Driver*" shall be the individual operating a bus within Crystal Lake.

F. "*License*" shall be a license issued in writing by the City pursuant to this Article for purposes of operating a Passenger Bus within Crystal Lake.

G. "*License Application*" shall be a form to be obtained from the City for seeking a City License as a Passenger Bus operating within the City, as well as all information that may be required pursuant to such form.

H. "*License Fee*" shall be the fee for receiving a License pursuant to Section 467-91 of this Article.

I. "*Owner*" shall be any person that owns a bus or has caused such bus to travel to Crystal Lake with Passengers.

J. "*Passenger*" shall be any individual who is transported by bus and disembarks within Crystal Lake.

K. "*Passenger Bus*" shall be a bus that transports any Passenger into Crystal Lake that is not a Charter Bus, a School Bus, a Shuttle Bus, or a Transit Bus.

L. "*Passenger Bus Tax*" shall be the tax imposed in accordance with Section 467-91 on a Passenger Bus receiving a License pursuant to this Article.

M. "*Passenger List*" shall be a full and complete list identifying the name, sex, and age of each Passenger to be transported on a Passenger Bus seeking a License from the City; provided, however, that any Passenger to be transported in such Passenger Bus but who will not be disembarking within the City may be so designated on the Passenger List.

Draft

N. "*School Bus*" shall be a bus that transports Passengers within Crystal Lake to or from a school where such Passengers are students at such school or are authorized participants in an event occurring at such school.

O. "*Shuttle Bus*" shall be a bus that transports Passengers to and from locations either within Crystal Lake or within five (5) miles of the corporate limits of the City.

P. "*Transit Bus*" shall be a bus operated by or for an Illinois unit of local government.

Q. "*City*" shall be the City of Crystal Lake and any of its officers, officials, employees, or duly authorized agents or contractors.

467-87. Charter Buses.

Any Charter Bus operating within the City must maintain a list of its Passengers that shall be available for inspection by the City upon request. The list of Passengers arriving and leaving Crystal Lake on a Charter Bus must be the same individuals; provided, however, that not more than ten percent (10%) of the Passengers arriving or departing Crystal Lake may be different individuals. The failure of a Driver of a bus claiming to be a Charter Bus to maintain the list of Passengers as herein required shall cause such Bus to be deemed a Passenger Bus and thereby be subject to all requirements applicable to a Passenger Bus under this Article.

467-88. Licensing Procedures.

A. Any person seeking to operate a Passenger Bus within Crystal Lake shall be required to complete a License Application and submit such completed License Application to the City manager or the manager's designee. The License Application shall be accompanied by a non-refundable License Application fee in the amount of $350.00.

B. Upon delivery of a completed License Application to the City, the City shall review it for compliance with the requirements of this Article. If a License Application is approved, the City shall issue the License to the Applicant upon Applicant's payment in full of the License Fee and Passenger Bus Tax as established in Section 467-91. If a License Application is denied, the City shall notify the Applicant in writing regarding the reason for such denial.

C. Any Applicant for a License whose License Application is denied shall be allowed to file a new License Application upon payment of an additional nonrefundable License Application fee in the amount of $350.00.

D. A License shall be valid only for a single disembarkation of Passengers and only on the date, at the time, and in the location set forth in the License. No Passenger Bus shall be permitted to disembark Passengers sooner than 15 minutes before, and no later than 30 minutes after, the approved time set forth in the License, otherwise the License shall be deemed invalid.

E. Any Passenger Bus that allows a Passenger to disembark within the City without first submitting a License Application as required by this Section shall be deemed to have violated this Section.

467-89. Criteria for Granting License; Insurance.

Draft

A License Application shall be reviewed for compliance with the terms and conditions of this Article.

A. The Applicant shall identify the specific vehicle to be operated as a Passenger Bus, including satisfactory evidence that such Passenger Bus is properly registered and licensed by a State of the United States.

B. The Applicant shall identify the Driver and Owner of the Passenger Bus. In addition, the License Application shall include a copy of the Driver's motor vehicle operator license establishing that the Driver is properly licensed and authorized to operate the Passenger Bus in question.

C. As part of a License Application, the Applicant shall identify the proposed date and time that the Passenger Bus will be operating within Crystal Lake, as well as the proposed location at which Passengers will disembark from the Passenger Bus. The License Application must be delivered not less than seven (7) business days before the date that such Passenger Bus proposes to operate within the City.

D. Not more than one (1) License shall be issued per day for a Passenger Bus. In the event that more than one License Application has been submitted for the same date, the License Applications shall be processed on a first-come, first-served basis, and the License will be issued to the earliest filed qualifying License Application.

E. The License Application shall include a complete Passenger List of the persons to be transported by the Passenger Bus pursuant to a License.

F. The Applicant shall sign the License Application before a notary public or other person authorized to administer oaths and, as part of such License Application, the Applicant must agree to indemnify, defend, and hold harmless the City and its elected and appointed officers, officials, employees, agents, attorneys, and representatives (the "***City Indemnitees***") from and against any and all claims, lawsuits, actions, awards, judgments, or other liabilities that may be asserted at any time against any City Indemnitee in connection with the issuance or denial of a License or any action of any Passenger Bus taken in accordance with a License issued by the City.

G. The Applicant must reasonably demonstrate that all requirements of this Article have been (or will be) satisfied.

H. The Applicant may not have any outstanding fines or penalties due to the City.

I. The Applicant shall be required to pay all Application Fees, License Fees, and taxes due under this Article prior to the issuance of a License.

J. A License Application containing a false or misleading statement shall be deemed to be in violation of this Section for each such false or misleading statement.

K. Each Passenger Bus shall submit proof of current insurance for the following coverages in the following amounts and meeting the following requirements:

Draft

1. General Liability. Commercial General Liability insurance (including contractual liability arising from the Application) in the minimum amounts of: (a) Three Million Dollars ($3,000,000.00) per occurrence for bodily injury or death to each person; (b) Three Million Dollars ($3,000,000.00) per occurrence for property damage; and (c) Three Million Dollars ($3,000,000.00) per occurrence for all other types of liability. All such coverages shall also have a general aggregate of not less than $6,000,000.00.

2. Worker's Compensation. Worker's Compensation Insurance within the statutory limits and Employer's Liability Insurance with not less than One Million Dollars ($1,000,000.00) coverage.

3. Vehicle Liability. Vehicle Liability coverage in the minimum amount of $5,000,000.00 combined single limit bodily injury and property damage with a $15,000,000.00 aggregate, unless higher coverage limits are required by the State of Illinois or the State in which the Passenger Bus is registered. Coverage should include any auto, including owned, non-owned, hired or rented vehicles.

4. Form of Insurance. The coverage requirements in Sections 467-89.K.1 through 467-89.K.3 may be satisfied with a combination of primary and umbrella policies, subject to the reasonable approval of the City Manager.

5. Evidence of Insurance Policies. The Applicant shall furnish proof to the City Manager that the foregoing insurance policies have been obtained, along with (i) reasonably satisfactory evidence that the required premiums have been paid, and (ii) a certificate of insurance providing that the City and all elected and appointed officers, officials, employees, agents, attorneys, and representatives of the City shall be covered by such policies on a primary and non-contributor basis evidenced by original policy endorsements CG 20 10 or CG 20 26 and CG 20 37 and CG 20 01 or their equivalent.

6. Notice to the City. Each insurance policy shall contain the following endorsement:

   "It is hereby understood and agreed that this policy may not be canceled or otherwise terminated until 30 days after receipt by the City by registered mail, of a written notice addressed to the City Manager of such intent to cancel or impending termination."

   Within 30 days after receipt by the City of this notice and prior to said cancellation or termination, the Applicant shall obtain and furnish to the City replacement insurance policies in form and substance that satisfy the requirements of this Article and are otherwise acceptable to the City Attorney.

467-90. Requirements of Operation of Passenger Bus.

A. A Passenger Bus shall not allow the disembarkation of any Passenger without a valid License issued by the City. Each Passenger that so disembarks from a Passenger Bus shall be deemed a separate violation of this provision by the Passenger Bus and its Driver.

B. A Passenger Bus with a valid License issued by the City shall not allow the disembarkation of any Passenger except during the times and in the location expressly

Draft

approved in a License for such Passenger Bus. In no event may a Passenger Bus stop, park, or allow the disembarkation of any Passenger except:

1. During the hours of 10:00 a.m. and 3:30 p.m., Monday through Friday (but excluding any designated federal, state or City legal holiday); and

2. At the Designated Drop-Off Location.

Notwithstanding the foregoing and notwithstanding any authorization set forth in a License, a Passenger Bus shall not stop, park, or allow the disembarkation of any Passenger when: (a) the temperature in the City exceeds 90ºF; (b) the temperature in the City is less than 25ºF; (c) the official wind-chill effect in the City is less than 25ºF; or (d) any severe weather or air quality alert applicable in the City has been issued by the National Weather Service or other authorized governmental agency. Each Passenger that disembarks from a Passenger Bus in a manner not authorized by this provision shall be deemed a separate violation of this provision by the Passenger Bus and its Driver.

C. No Passenger Bus shall transport any Passenger under 18 years of age without the express written consent of such Passenger's parent or guardian given under oath; provided, however, that a Passenger Bus may transport a Passenger under 18 years of age if such Passenger is accompanied by a parent or guardian.

D. No Passenger Bus shall transport a Passenger who is not identified on the Passenger List provided as part of the License Application, unless such Passenger shall be remaining on the Passenger Bus following its departure from Crystal Lake.

E. The Driver of a Passenger Bus shall carry a physical or electronic copy of the License issued by the City and the Passenger List while traveling in Crystal Lake and shall present them to City representatives upon request.

F. No Passenger Bus shall stop or park in the City except during the period authorized in a valid License issued by the City or as otherwise required by law.

467-91. License Fee; Tax.

A. Any Applicant who qualifies for a License under this Article shall be required to pay a nonrefundable License Fee in the amount of $1,000.00 prior to the issuance of a License.

B. Any Applicant who qualifies for a License under this Article shall be required to pay a nonrefundable Passenger Bus Tax in the amount of $1,000.00 for each Passenger on the Passenger List prior to the issuance of a License; provided, however, that no such tax shall be imposed for any such Passengers that are identified on the Passenger List as not disembarking in Crystal Lake.

C. Notwithstanding the provisions of Section 467-91.B:

Draft

1. The Applicant shall pay a Passenger Bus Tax in the amount of $5,000.00 for each Passenger that disembarks in Crystal Lake but is not identified on the Passenger List.

2. The Driver and Owner shall be jointly and severally required to pay a Passenger Bus Tax in the amount of $7,500.00 for each Passenger that disembarks in Crystal Lake when such Passenger Bus has not secured a License in accordance with this Article.

Any Passenger Bus Tax imposed pursuant to this Section 467-91.C shall be paid before the Passenger Bus departs from the Designated Drop-Off Location (or, in the event that no License had been secured, at the drop-off location). Failure to pay such tax shall be a violation of this Section.

D. The Passenger Bus Tax moneys received pursuant to Sections 467-91.B and 467-91.C shall be separately accounted for in a "Passenger Support Fund," and the City shall expend moneys from such Passenger Support Fund only for the purpose of defraying costs of regulating Passenger Buses or otherwise relating to the accommodation of Passengers from Passenger Buses (including transfers to other governmental agencies or service organizations engaged in servicing the needs of Passengers from Passenger Buses).

467-92. Fines; Penalties; Enforcement.

A. Each violation of a provision of this Article shall be subject to a fine of not less than $500.00 nor more than $750.00 for each violation.

B. Each day during which a violation continues shall be deemed a separate violation.

C. Whenever a Passenger Bus violates any provision of this Article, the Owner and Driver of the Passenger Bus shall be jointly and severally liable for any fines herein imposed.

D. For any Passenger Bus in violation of any provisions of this Article, the Passenger Bus shall be required to pay all fees and taxes due pursuant to this Article prior to leaving Crystal Lake; provided, however, that the Owner or Driver may post a surety bond or other good and adequate security in form and substance acceptable to the City and in the amount of such fees and taxes prior to leaving Crystal Lake.

E. Any Passenger Bus located overnight on any City street or City property shall be subject to towing and impoundment in accordance with this City Code.

Section 3: Amendment to Chapter 496, Article VII of the City Code. Article VII, entitled "Stopping, Standing, and Parking," of Chapter 496, entitled "Vehicles and Traffic," of the City Code is hereby amended by adding a new Section 496-115A, to be entitled "Bus Stopping, Parking, Loading, and Unloading," which new Section 496-115A shall hereafter be and read as follows:

496-115A. Bus Stopping, Parking, Loading, and Unloading.

Draft

A. No passenger bus (as defined in Section 467-86 of the City Code) shall park, load, or unload passengers except in accordance with Article XV of Chapter 467 of the City Code.

B. Except as otherwise provided in Article XV of Chapter 467 of the City Code, no bus (as defined in 625 ILCS 5/1-107) shall stop or park within the City in a manner that obstructs traffic or in violation of any traffic regulations or posted requirements.

Section 4: Implementation. The officials, officers, employees, and attorneys of the City are hereby authorized to take all actions necessary to carry out, give effect to this Ordinance and to take all action reasonably required in conformity therewith. The officials, officers, employees, and attorneys of the City are hereby further authorized and directed to draft and disseminate any and all necessary applications or forms to be utilized to effectuate and enforce this Ordinance.

Section 5: **Severability.** This Ordinance, and its parts, are declared to be severable. Any sentence, section, paragraph, sub-paragraph, clause, provision, or portion of this Ordinance that may be declared unconstitutional, invalid, or unenforceable shall be excluded and deemed inoperative or unenforceable, as though not provided for herein, and shall not affect the validity or enforceability of any other part of this Ordinance, which shall remain unaffected, unimpaired, valid, and in full force and effect. It is hereby declared to be the express legislative intent of the City Council that this Ordinance would have been authorized and adopted as if no such unconstitutional, invalid, or unenforceable part was included in this Ordinance.

Section 6: Conflicting Provisions. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval to preserve and protect the health, safety and welfare of the residents and visitors to the City.

PASSED THIS 16th DAY OF JANUARY, 2024.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED THIS 16th DAY OF JANUARY, 2024.

Draft

Haig Haleblian, Mayor

ATTEST:

Nick Kachiroubas, City Clerk

Draft

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: Restated and Amended Intergovernmental Agreement Providing Communication Services for Emergency Public Safety Purposes

Staff Recommendation: Motion to adopt a Resolution approving the restated and amended Intergovernmental Agreement to create a cooperative joint venture arrangement to provide communication services for emergency public safety purposes between the City of Crystal Lake, Village of Algonquin and Village of Cary

Staff Contact: Eric T. Helm, City Manager

Background:

In 2003 the City of Crystal Lake, Village of Algonquin and Village of Cary executed an intergovernmental agreement (IGA) to create a cooperative joint venture arrangement to provide communication services for emergency public safety purposes to provide dispatch services. The joint arrangement is known as the Southeast Emergency Communications (SEECOM). SEECOM is governed by an executive board composed of representatives from the three original members.

Not only does it offer dispatch services to the three founding members, but it also dispatches for several surrounding Fire Protection and Police Departments. The City is the largest member of SEECOM.

The following modifications are proposed to the original IGA:

- Update Calculation of Costs (Section 10): The original agreement required the original members to pay the cost of SEECOM operations, less revenue received from other sources. Since the signing of the initial IGA, SEECOM has acquired revenue from contract agencies and ETSB grant funding. Due to these new revenue sources, the original cost allocation model was abandoned in favor of distributing costs based on charging fees for each call for service received by SEECOM. The current cost is $50.79 per call. The proposed cost allocation change is beneficial for the City, and the other founding members, since the original cost allocation formula would overfund SEECOM operations.

- Contributions for Capital Expenditures/Operating Costs (Section 12): Each member paid the initial capital cost to develop the facility based on the proportional share of calls for service. No language exists for future capital construction costs. Recent capital improvements have been paid using grant funds and contemplated in the annual SEECOM budget. The revised language outlines

how future capital costs would be paid if budgeted funds are unable to cover the costs. The formula is similar to what was established for the initial construction costs.

- Term and Termination (Section 19): The original IGA's term was 15 years, with successive five year automatic renewals. The initial term changes from 15 years to 20 years. Similar to the previous IGA, extensions of 5 years are automatically renewed, every 5 years. The proposed IGA eliminates some language no longer applicable. Upon termination, a member must pay for outstanding capital costs and its financial obligations prior to withdrawing.

The agreement has been reviewed and approved by special legal counsel.

Votes Required to Pass:

Simple majority.

Res. _____

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE approve a restated and amended Intergovernmental Agreement Regarding to create a cooperative joint venture arrangement to provide communication services for emergency public safety purposes between the City of Crystal Lake, Village of Algonquin and Village of Cary.

DATED this 16th day of January, 2024.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: January 16, 2024
APPROVED: January 16, 2024

Draft

RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2024 (the "Effective Date") by and between the Village of Algonquin, in McHenry and Kane County, the Village of Cary, and the City of Crystal Lake in McHenry County (individually, each referred to by name or as a "Party") and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto, each previously operated independent dispatch/public safety communication facilities; and

WHEREAS, the Parties hereto previously determined that there was a need by local government within southeastern McHenry County for a centralized public safety communications system; and

WHEREAS, in 2003, the Parties hereto entered into an Intergovernmental Agreement (hereinafter, the "2003 Intergovernmental Agreement") in order to create a cooperative joint venture arrangement to provide communications services for emergency public safety purposes; and

WHEREAS, the name by which this arrangement is known is the SOUTHEAST EMERGENCY COMMUNICATIONS (hereinafter, "SEECOM"); and

WHEREAS, SEECOM has been a model of intergovernmental cooperation and has successfully served the public safety communication needs of the Parties hereto as well as providing, by contract, the public safety communication needs of other public safety agencies which are not Party to this Agreement (such other public safety agencies shall hereinafter be referred to collectively as the "Contracted Parties"); and

Draft

WHEREAS, the 2003 Intergovernmental Agreement included an agreement term of 15 years from May 1, 2003; and

WHEREAS, the 2003 Intergovernmental Agreement also allowed for automatic renewal by the Parties hereto for successive 5-year periods commencing May 1 of each 5-year period until notice of termination is given as provided in the 2003 Intergovernmental Agreement; and

WHEREAS, Section 15 of the 2003 Intergovernmental Agreement detailed the Facilities of SEECOM and the annual payment to be made during the term of the 2003 Intergovernmental Agreement for use of the space; and

WHEREAS, subsequently, the Executive Board of SEECOM determined that a portion of the second floor of the new police building, located at 100 W. Woodstock Street, Crystal Lake, IL would be better suited for the facilities of SEECOM. An Intergovernmental Agreement Amendment (hereinafter, the "2003 Intergovernmental Agreement Amendment") was executed in order to recognize a portion of the second floor of the new police building, located at 100 W. Woodstock Street, Crystal Lake, IL as SEECOM's Facilities; and

WHEREAS, on December 2, 2003, a lease agreement was executed between the City of Crystal Lake and SEECOM (hereinafter, the "2003 Lease Agreement") providing for SEECOM's Facilities to be located in a portion of the second floor of the new police building, located at 100 W. Woodstock Street, Crystal Lake, IL; and

WHEREAS, on July 6, 2004, a lease agreement amendment was executed between the City of Crystal Lake and SEECOM (hereinafter, the "2004 Lease Agreement Amendment") providing for SEECOM's Facilities to be located in a portion of the basement of the new police building, located at 100 W. Woodstock Street, Crystal Lake, IL; and

Draft

WHEREAS, on March 8, 2007, SEECOM and the City of Crystal Lake entered into a Repayment Agreement (hereinafter, the "2007 Repayment Agreement") whereby SEECOM agreed to repay to the City of Crystal Lake all bond principal and interest for bonds that the City of Crystal Lake issued on behalf of SEECOM. A true and correct copy of the 2007 Repayment Agreement is attached hereto and made a part hereof as Exhibit A.; and

WHEREAS, the repayment obligations of SEECOM pursuant to the Repayment Agreement have been satisfied in full; and

WHEREAS, in 2012, SEECOM and the City of Crystal Lake entered into a Memorandum of Understanding (hereinafter, the "2012 Memorandum of Understanding") providing for a mechanism for City of Crystal Lake personnel to perform SEECOM's maintenance responsibilities in exchange for payment to the City; and

WHEREAS, in 2014, SEECOM and the City of Crystal Lake entered into another Memorandum of Understanding (hereinafter, the "2014 Memorandum of Understanding") providing for the installation of a SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the Crystal Lake City Hall; and

WHEREAS, the Village of Algonquin, the Village of Cary, and the City of Crystal Lake wish to continue operating SEECOM as a model of intergovernmental cooperation and agree to enter this this Agreement (hereinafter, the "2024 SEECOM Agreement"); and

WHEREAS, the 2024 SEECOM Agreement will supersede the following agreements:

2003 Intergovernmental Agreement

2003 Intergovernmental Agreement Amendment

2003 Lease Agreement

2004 Intergovernmental Agreement Amendment

Draft

2004 Lease Agreement Amendment

2012 Memorandum of Understanding

2014 Memorandum of Understanding

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Recitals. The foregoing recitals are hereby repeated and incorporated as though fully set forth herein.

2. Parties. Each of the Parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code (chapter 65, Illinois Compiled Statutes) and predecessor statutes.

3. Purpose. The purpose of this Agreement is to unite the Parties in a cooperative joint venture arrangement to provide communications services for emergency public safety purposes.

4. Name. The name by which this arrangement shall be known as the SOUTHEAST EMERGENCY COMMUNICATIONS ("SEECOM**"**) and this Agreement may hereinafter and in other legal documents be referred to as the "2024 SEECOM Agreement" which shall consist of all of the local governments signatory hereto and also those local governments which may hereinafter become signatory hereto.

5. Public Agency Established. Pursuant to the joint authorization of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, the Parties do hereby join together to establish a cooperative joint venture for the joint and mutual operation of a centralized public safety communications system, to be known as SEECOM which shall

Draft

consist of all the Parties hereto and also those local governments which may hereinafter become signatory hereto.

6. Term of Agreement/Definition of Fiscal Year. This agreement shall be in effect for a period of 20 years from the Effective Date. Thereafter, it shall automatically be renewed with no affirmative action by the entities for successive 5-year periods commencing May 1 of each 5-year period until notice of termination is given as provided in Section 19 below. The terms "Fiscal Year" and "Year" as used herein, shall mean the period beginning May 1 and ending on April 30 each year during which the Agreement is in effect.

7. Organization. The Parties understand that SEECOM is a cooperative joint venture for the mutual operation of a centralized public safety communication system and not a subunit of any existing emergency services provider or law enforcement entity. The Executive Board of SEECOM shall consist of three (3) voting members, being the Village Manager/Village Administrator/City Manager of each of the Parties (or a staff designee for a Party). Two (2) nonvoting members shall also sit on the Executive Board. The two (2) nonvoting members shall consist of one (1) member from the Fire Services Advisory Board and one (1) member from the Law Enforcement Advisory Board as provided in Section 9 below. Each representative of the advisory boards to the Executive Board shall serve for a term of two (2) years and shall be elected in accordance with the provisions of Section 9. Each voting member of the Executive Board shall be entitled to cast one vote on each matter before the Board for action, and a majority of Board members present and voting shall be required for the Board to act. The Executive Board shall meet at least once every 60 days, with one meeting being held in May, at which time a chair of the board shall be elected by the Executive Board members. The Chair or a majority of the members of the Board shall have the authority to call meetings. The Executive

Draft

Board may implement rules, policies, procedures and committees as it deems necessary to carry out the mission of SEECOM. No rule, policy, procedure, or commitment will be inconsistent with the terms of this Agreement.

8. SEECOM Executive Director. The Executive Board shall hire and/or terminate employment of an Executive Director by a majority vote of the Executive Board. The Executive Director will report to the Executive Board. The Executive Director shall be responsible for the preparation and presentation of the Annual budget for approval of the Executive Board. The Executive Director shall be responsible for the day-to-day activities of SEECOM which shall include the operation of equipment and personnel associated with providing emergency communications services within the area, staff disciplinary matters, staff training, budget preparation/administration, and overall general operation of SEECOM as permitted by law or contractual agreement.

9. Advisory Boards. Two advisory boards shall be established, one (1) for fire services and one (1) for law enforcement. One (1) professional full- or part-time fire or rescue staff representative from each participating fire entity, including those entities with a seat on the Executive Board, will maintain a seat on the Fire Advisory Board and one (1) professional full- or part-time law enforcement staff representative from each law enforcement entity, including those entities with a seat on the Executive Board, will maintain a seat on the Law Enforcement Advisory Board. Each advisory board shall elect one of its members to the Executive Board as a nonvoting member. Each such non-voting member shall serve for a term of two (2) years. Each elected non-voting member may designate a full- or part-time professional employee from their own agency to serve as their designee. The purpose of the advisory boards shall be to provide advisory recommendations to the Executive Board as well as to the SEECOM Executive

Draft

Director. Each representative of the respective advisory boards shall be entitled to cast one vote on each matter before the Advisory Board for action, and a majority of the Advisory Board members present and voting when there is a quorum of members shall be required for the Advisory Board to act. The Advisory Boards shall meet at least every 6 months, with one meeting being held in May, at which time a chair of the board shall be elected by the representative members. The chair, SEECOM Executive Director, or a majority of the members of the Advisory Board shall have the authority to call meetings. The Advisory Board shall have authority to adopt its own rules or by-laws to govern its own deliberation and proceedings. Advisory Board rules or bylaws must be submitted and approved by the Executive Board.

10. Finances.

A. Establishment of Budget: By March 31st of each Fiscal Year, the SEECOM Executive Director shall develop and submit to the Executive Board an annual budget for following Fiscal Year for the review and, if appropriate, approval by the Executive Board (the "Annual Budget"). The Annual Budget shall include, at a minimum:

1. The anticipated total operating expenditures of SEECOM, as described in Section 11, including anticipated capital expenditures for such Fiscal Year; and

2. All anticipated revenues which may be received from agencies which SEECOM has contracted with to provide public safety communication needs; and

3. All anticipated revenues which SEECOM may receive from all other sources including but not limited to ETSB payments; and

4. All anticipated revenue from each of the Parties during the Fiscal Year for public safety calls from within each Party's jurisdiction, based upon a cost per call rate to be established and approved by the Executive Board for each Fiscal Year.

Draft

B. Payment for Public Safety Communication Services Provided to Parties. Each of the Parties shall be responsible for payment to SEECOM for all calls for service received by SEECOM from such Party's jurisdiction based upon the cost per call rate established by the Executive Board for the then current Fiscal year. Such payments shall be made to SEECOM quarterly. Each Party agrees that during such time as such Party remains a party to this Agreement SEECOM shall be the exclusive provider of the public safety communication needs of other public safety agencies operated by such Party.

C. Maintenance of Record of Cost of Operation. Accurate records of the cost of operating SEECOM shall be maintained by the Executive Director, and shall be available for inspection by a duly authorized agent or employee of a Party to the SEECOM Agreement during regular business hours. The financial records of SEECOM shall be audited annually by auditors selected by the Executive Board, and the cost of the audit shall be a cost of operating SEECOM.

11. Operational Expenses. The following costs shall be deemed operational expenses of SEECOM included within the Annual Budget:

A. Employee salaries and fringe benefits;

B. Contractual services, utilities, telephone, or other expenses incurred with the space occupied by SEECOM (Note: Rental expenses are addressed in Section 16);

C. Materials and supplies for the operation of the communications center;

D. Capital expenditures for the communications center, radio, and computer hardware located and maintained with the communication center;

E. Mandates by regulatory authorities required to operate a Public Safety Answering Point (PSAP);

Draft

F. All labor relations costs;

G. Training and travel costs of employees of SEECOM;

H. All costs for fixed charges, lease or rental of equipment and services necessary to operate the communications center;

I. All original equipment and upgrade costs;

J. All applicable Federal Communications Commission (FCC) licensing;

K. All antennas, towers, microwave and fixed radio equipment;

L. All costs of insurance, including without limitation Executive Director and officer liability coverages

M. Any and all other costs as are attributable to the operations of the communications center and which are not the responsibility of the Party as defined below:

1) Each Party will be responsible for any and all costs for mobile and portable equipment.

2) Each Party will be responsible for any and all costs associated with such Party's connection fees and equipment costs for connection to external information sources, including but not limited to the LEADS system operated by the Illinois State Police and the NCIC operated by the Federal Bureau of Investigation.

3) Each Party agrees that the costs related to providing window and walk-up traffic for its public safety agency, if any, will be the cost of each respective Party.

4) Each Party shall be responsible for costs related to construction of any Outdoor Warning Sirens as well as cost of connection of such Outdoor Sirens to the communication center. Each Party shall also be responsible for the activation, maintenance and, if available, monitoring of their respective Outdoor Sirens.

12. Capital Expenditures. To the extent that capital costs are not met by the total revenues derived in accordance with Section 10, each Party shall be responsible for the payment of such capital costs shortfall based upon the actual capital cost shortfall amount multiplied by the Party's proportional share of the combined total number of calls for services received from all of

Draft

the Party's respective jurisdictions. This same formula shall be applied if any future capital costs are financed by the issues of a bond issued by a home rule community. Any future bond issuances will require a repayment agreement, similar to the 2007 Repayment Agreement. The Executive Board shall have the authority to enter into a repayment agreement for any future bond issues on behalf of SEECOM.

13. Powers. SEECOM shall have the power, in its own name, to sue and be sued, to make and enter into contracts, employ agents and employees, acquire, lease, hold and dispose of both real and personal property. SEECOM shall also have the express power to provide for the benefits of its employees, including but not limited to, group life, health, accident, hospital and medical insurance, or any combination thereof; and to pay for all or any portion of premiums on such insurance. The Executive Board shall have authority to adopt its own rules or by-laws to govern its own deliberation and proceedings. In addition, the advisory boards shall have the authority to adopt its own rules or bylaws to govern its own deliberations and proceedings contingent upon these rules or bylaws being submitted to and approved by the Executive Board. SEECOM shall not have eminent domain powers or the power to levy taxes.

14. Commencement. The Commencement of the 2023 SEECOM Agreement shall be _____, 2023. This day shall hereinafter be referred to as the "Commencement Date".

15. Equipment. The communications equipment, which shall be utilized for the SEECOM Center, will be owned jointly by the three parties to this agreement, except for equipment referred to in Section 11 (M). It shall be the responsibility of the SEECOM Executive Director to maintain sufficient records at all times to enable the parties to this Agreement to identify the SEECOM equipment and to establish the depreciated value of that equipment at any time during the life of this Agreement or any extensions thereof.

Draft

16. Leased Facilities and Payment of Rent. The Executive Board shall have the authority to enter into a lease agreement for this space in substantially the form attached hereto as Exhibit B (the "Lease").

A. Description of Leased Facilities. The facilities to be occupied by SEECOM pursuant to the Lease, ("Leased Facilities") shall include:

1. 8,845 square feet of area located in the basement of the City of Crystal Lake City Hall located at the Property as depicted in Exhibit C.

2. 2,2127 square feet of land locate at the Property as depicted in Exhibit D, which space shall be used for a communications tower, equipment building, power generator, and access road.

3. Area for mounting of a SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the Property as depicted in Exhibit E.

4. Also include land area adjacent to the Property for the outdoor housing of heating and cooling equipment and generators for use by SEECOM as depicted in Exhibit F.

5. Area located on the roof of the City Hall building (as depicted in Exhibit G) to allow for the installation of a Verizon Wireless BDA antenna to enhance mission critical services within the SEECOM server room, providing back up of the SEECOM/Crystal Lake Outdoor Warning Sirens and the ETSB Text to/from 9-1-1

6. SEECOM shall also be entitled to a proportionate amount of parking spaces (approximately 30 spaces) as may be available on the City Hall Site as designated from time to time by the City Manager or his designee (the "Associated Parking"). Ingress to and egress from the Leased Premises shall be as may be designated from time to time by the City Manager or his designee.

B. Payment of Rent. Rent for the Leased Facilities, as defined by the Lease attached hereto as Exhibit B.

17. Personnel. The Executive Board, through the standard budgetary process, shall determine the number of persons employed on behalf of SEECOM. It is the intent of all parties

Draft

that SEECOM, under the direction of the SEECOM Executive Director, shall be solely responsible for all items relating to insurance, retirement plan, payroll services and other services in addition to hiring, promotion, discipline and discharge.

18. Insurance and Indemnification.

A. SEECOM shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient insurance to cover the replacement value of the SEECOM equipment against fire and extended coverage risks. SEECOM shall also procure and maintain, during the term of this Agreement and any extension thereof, liability insurance with a single limit of at least $5,000,000.00 and contractual liability insurance with a single limit of at least $2,000,000.00 insuring SEECOM against liability for any alleged act or omission in connection with SEECOM's operation.

B. To the fullest extent permitted by law, the parties agree that SEECOM shall hold harmless, protect, indemnify, defend and reimburse each party, its officials, employees, successors and assigns for injury, damage, liability, judgment, suit, claim, or other cause of action (a "Claim") as a result of any actions, activities or failure to act by SEECOM, its employees, officers, agents and independent contractors arising from or in any way connected with this Agreement, excepting those Claims arising solely from the negligent acts or omissions of the parties.

C. The Parties intend that SEECOM, its officers, agents and employees are protected by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, the Emergency Medical Services (EMS) Systems Act, and the Emergency Telephone System Act.

D. Each policy of insurance obtained by SEECOM shall name each Party as an additional insured. Each policy of insurance required to be purchased under this Section shall be

Draft

available at the SEECOM Center for inspection by a duly authorized agent or employee of each party during regular business hours. The cost of any such insurance shall be a cost of operating SEECOM, to be borne by the parties hereto in the same manner as other costs in accordance with Section 10.

E. To the extent that SEECOM or any of the Parties faces any Claim solely as a result of the acts or omissions of a Party, to fullest extent permitted by law, ~~each~~ such Party agrees to hold harmless, protect, indemnify and defend and reimburse SEECOM and each of the other Parties, their officials, employees, successor and assigns for any actions, acdtiviites or failure to act by the indemnifying Party, its employees, officers, agents and independent contractors arising from, or in any way connected with this Agreement or the indemnifying Parties provision of police fire or other emergency services, excepting those negligent acts or omissions of the indemnified Parties in connection such Claim(s).

19. Term; Termination.

A. The initial term of this Agreement shall be 20 years, terminating as of _____, 2043. Except as otherwise provided in this Section, after the initial term the Agreement shall be extended by successive five (5) year renewal terms.

B. The participation of any party in SEECOM shall be automatically terminated upon the expiration of thirty (30) days following written notice of default being delivered to any Party, notifying such Party of its default of its obligations under this Agreement, which default has not been cured within thirty (30) days of the date of such notice. Any defaulting party shall remain liable for its fair share of the capital expenditures incurred prior to the effective date of ~~their~~ its default. Upon the occurrence of any default, it shall be the duty of the chair of the Executive Board to give notice to the defaulting party. The defaulting Party may make

Draft

application to the Executive Board for re-entry without penalty upon proof of all defaults being satisfied within 90 days of the original default.

C. In addition to such automatic termination or termination by default of a Party, any Party may voluntarily terminate its participation by giving written notice to each other Party twenty-four (24) months before such Party's desired termination date, provided that no such voluntarily termination shall be effective earlier than ten (10) years following the Effective Date. Any Party seeking to terminate its participation at the conclusion of the initial twenty (20) year term, shall give written notice to each other Party of its intention not to renew this Agreement twenty-four (24) months before the expiration of the initial twenty (20) year term.

D. Regardless of the manner in which termination is effected (including but not limited to dissolution pursuant to Section 19(E), below) the terminated Party shall pay its proportional share of the capital expenditures incurred under Section 12 prior to termination. In the event of a terminating event as a result of a default during the initial twenty year term or any subsequent renewal term, the terminated party shall, in addition to its proportionate share of the capital expenditures incurred under Section 12 prior to termination, shall also pay the anticipated revenue to be derived from the defaulting party for a period of 24-months following the effective date of termination. Such payment of anticipated revenue shall be based upon the approved Annual Budget for such Fiscal Year in which the defaulting Party participation in SEECOM has been terminated.

E. In the event of dissolution of SEECOM the Executive Board shall authorize the sale of all capital assets of SEECOM and SEECOM shall reimburse the Parties for their respective shares of proceeds derived from the sale of such capital assets. Such reimbursement shall be calculated utilizing a percentage based upon each Party's share of the combined calls received

Draft

from all of the Party's respective jurisdictions during the Fiscal Year immediately preceding the dissolution. All other assets of SEECOM shall be distributed proportionally, after all liabilities are satisfied, utilizing the same percentage calculation.

20. Additional Entities. In addition, the SEECOM Executive Board may contract services to other governmental agencies on an annual basis if deemed to be beneficial to SEECOM.

21. Amendments. This Agreement may be amended in writing at any time by all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each party.

22. Contracts. As provided in Section 13, SEECOM may enter into any contracts determined by the Executive Board to be reasonably necessary to implement the purpose of this Agreement, provided that no such contract shall, without the express approval of all parties to this Agreement, increase the amount which any Party would otherwise be required to pay under Section 10 hereof during the Fiscal Year in which the contract becomes effective. No officer, agent, employee or director of SEECOM shall have any authority under this Section to extend the contractual liability of any entity hereto in a manner not permitted by law. Any contract which any one entity to this Agreement could not by law enter into without public notice and competitive bids shall not be entered into by SEECOM without public notice and competitive bids. The Executive Board may adopt any notice and bidding procedures consistent with law. Further, SEECOM may cooperate with any party in the purchase or sale of any real property or personal property.

Draft

23. Severability. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or any other part.

24. Notices. Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, to the address or addresses of the entities following their signatures at the end of this Agreement. An entity can change the address to which notices relating to SEECOM intended for the Party are to be sent via written notice.

25. Miscellaneous. Section titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not in any way transferable by any entity hereto.

26. Quorum.

A. Except as otherwise provided below, the entire voting members of the Executive Board shall constitute a quorum for the transaction of business at any meeting of the Executive Board, provided that if less than a quorum of the Executive Board is present at said meeting, a majority of the Executive Board present may adjourn the meeting to another time without further notice.

B. Notwithstanding the quorum requirements of this Section 26, , in the event that any Party representative on the Executive Board fails to attend two (2) consecutive meetings, the quorum shall be reduced to a majority of the voting members of the Executive Board until such time that a quorum as set forth in this Section 26 can be achieved.

C. A majority of each respective Advisory Board shall constitute a quorum for the transaction of business at any meeting of each respective Advisory Board, provided that if less than a majority of the respective Advisory Board is present at said meeting, a majority of the respective Advisory Board may adjourn the meeting to another time without further notice.

Draft

In witness whereof, the parties, pursuant to authority granted by ordinances adopted by each of them, have caused this Agreement to be executed by their mayors and attested by their city clerks and their corporate seals affixed the day and year first written above.

THE VILLAGE OF ALGONQUIN, a Municipal Corporation

ATTEST
2200 Harnish Drive
Algonquin, IL 60102

_____ _____
Village Clerk Village President

THE VILLAGE OF CARY, a Municipal Corporation

ATTEST
655 Village Hall Drive
Cary, IL 60013

_____ _____
Village Clerk Village President

THE CITY OF CRYSTAL LAKE, a Municipal Corporation

ATTEST
100 W. Municipal Complex
P.O. Box 597
Crystal Lake, IL 60039

_____ _____
City Clerk Mayor

Draft

EXHIBIT A

REPAYMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Crystal Lake ("CITY"), an Illinois municipal corporation, and Southeast Emergency Communications ("SEECOM"), a unit of intergovernmental cooperation, this 8th day of MARCH, 2007.

Section 1. The CITY has used its bonding authority to sell bonds whose purpose was to finance the development of SEECOM. These bonds were sold in December 2004. SEECOM has used the proceeds of that sale to finance the purchase of equipment and the build-out of its tenant space in the CITY's municipal building.

Section 2. SEECOM, under the authority of paragraphs 10 and 11 of the Intergovernmental Agreement which created SEECOM, has the authority to expend funds for stated purposes (paragraph 10) and to levy portions of initial capital costs to its members (paragraph 11).

Section 3. SEECOM hereby agrees to repay to the CITY all bond principal and interest amounts as set out in the Debt Service Schedule attached to this Agreement as Exhibit 1.

WHEREFORE, the parties have signed this Agreement this 8th day of MARCH, 2007.

Southeast Emergency Communications

SEECOM Executive Board Chair
Gary Mayerhofer

SEECOM Executive Board Vice-Chair
William Ganek

SEECOM Executive Board Secretary
Cameron Davis

City of Crystal Lake

City Manager
Gary Mayerhofer

Draft

Table 5

The City of Crystal Lake
SEECOM Project
1 Yr Capitalized Interest

Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
6/15/ 5			52,853.75	52,853.75	
12/15/ 5			52,853.75	52,853.75	105,707.50
6/15/ 6			52,853.75	52,853.75	
12/15/ 6	185,000.00	3.000000	52,853.75	237,853.75	290,707.50
6/15/ 7			50,078.75	50,078.75	
12/15/ 7	190,000.00	3.000000	50,078.75	240,078.75	290,157.50
6/15/ 8			47,228.75	47,228.75	
12/15/ 8	195,000.00	3.000000	47,228.75	242,228.75	289,457.50
6/15/ 9			44,303.75	44,303.75	
12/15/ 9	195,000.00	3.000000	44,303.75	239,303.75	283,607.50
6/15/10			41,378.75	41,378.75	
12/15/10	205,000.00	3.100000	41,378.75	246,378.75	287,757.50
6/15/11			38,201.25	38,201.25	
12/15/11	210,000.00	3.100000	38,201.25	248,201.25	286,402.50
6/15/12			34,946.25	34,946.25	
12/15/12	215,000.00	3.100000	34,946.25	249,946.25	284,892.50
6/15/13			31,613.75	31,613.75	
12/15/13	225,000.00	3.100000	31,613.75	256,613.75	288,227.50
6/15/14			28,126.25	28,126.25	
12/15/14	230,000.00	3.375000	28,126.25	258,126.25	286,252.50
6/15/15			24,245.00	24,245.00	
12/15/15	240,000.00	3.400000	24,245.00	264,245.00	288,490.00
6/15/16			20,165.00	20,165.00	
12/15/16	250,000.00	3.600000	20,165.00	270,165.00	290,330.00
6/15/17			15,665.00	15,665.00	
12/15/17	260,000.00	3.800000	15,665.00	275,665.00	291,330.00
6/15/18			10,725.00	10,725.00	
12/15/18	270,000.00	3.900000	10,725.00	280,725.00	291,450.00
6/15/19			5,460.00	5,460.00	
12/15/19	280,000.00	3.900000	5,460.00	285,460.00	290,920.00
	3,150,000.00		995,690.00	4,145,690.00	
ACCRUED					
	3,150,000.00		995,690.00	4,145,690.00	

Dated 12/15/ 4 with Delivery of 12/15/ 4

Bond Years	28,440.000	
Average Coupon	3.501020	
Average Life	9.028571	
N I C %	3.501020 %	Using 100.0000000
T I C %	3.482525 %	From Delivery Date

Draft

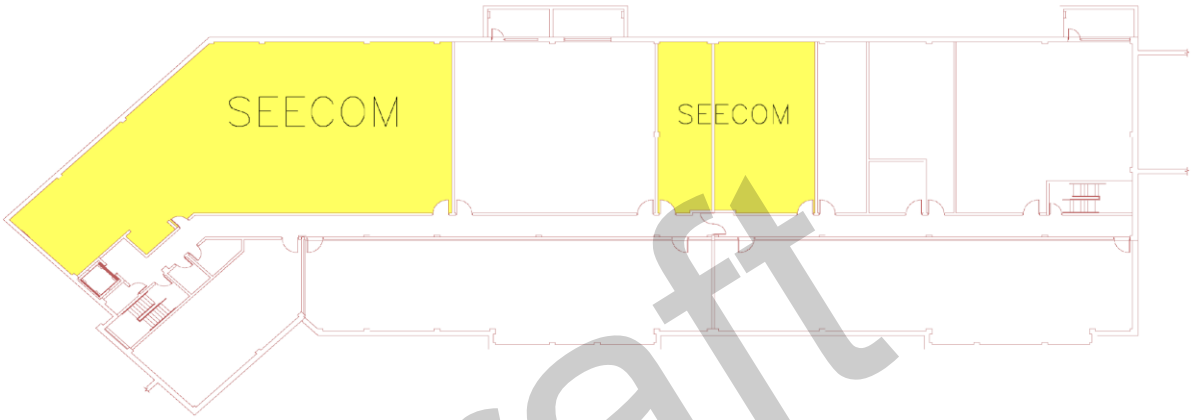
EXHIBIT B

2020 LEASE AGREEMENT

Draft

EXHIBIT C

Building Portion of the Leased Facilities



Draft

EXHIBIT D

Legal Description of the Land Portion of the Leased Facilities

The fenced area consisting of 1,491 square feet and the gravel driveway consisting of 636 square feet for a total tower area of 2,127 square feet generally located at the southeast corner of the property legally described below. The North 308.00 feet of that part of the Southeast Quarter of Section 32, Township 44 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at a point on the West line of said Southeast Quarter, 824.28 feet North of the Southwest comer of said Northwest Quarter of the Southeast Quarter (said point being the Southwest comer of the property conveyed from Phillip R. Frederick and Lena M. Peterson, to Public Service Company of Northern Illinois, by deed dated May 26, 1949 and recorded June 29, 1949 as Document No. 221589, in Book 344 of Records, at page 290; thence East along the South line of said Public Service Company property, a distance of 458.00 feet to the Southeast corner of said Public Service Company's property; thence South along a line that forms an angle of 91° 19' to the right with the prolongation of the last described course, a distance of 825.80 feet, more or less, to the South line of said Northwest Quarter of the Southeast Quarter; thence West along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 350.00 feet; thence North, parallel with the West line of the said Northwest Quarter of the Southeast Quarter, a distance of 385.84 feet; thence West, parallel with the South line of said Northwest Quarter of the Southeast Quarter, a distance of 116.20 feet to the West line of said Southeast Quarter; thence North along the West line of said Southeast Quarter, a distance of 438.34 feet, more or less, to the place of beginning in McHenry County, Illinois.



Draft

EXHIBIT E

Depiction of Roof Area of Leased Facilities

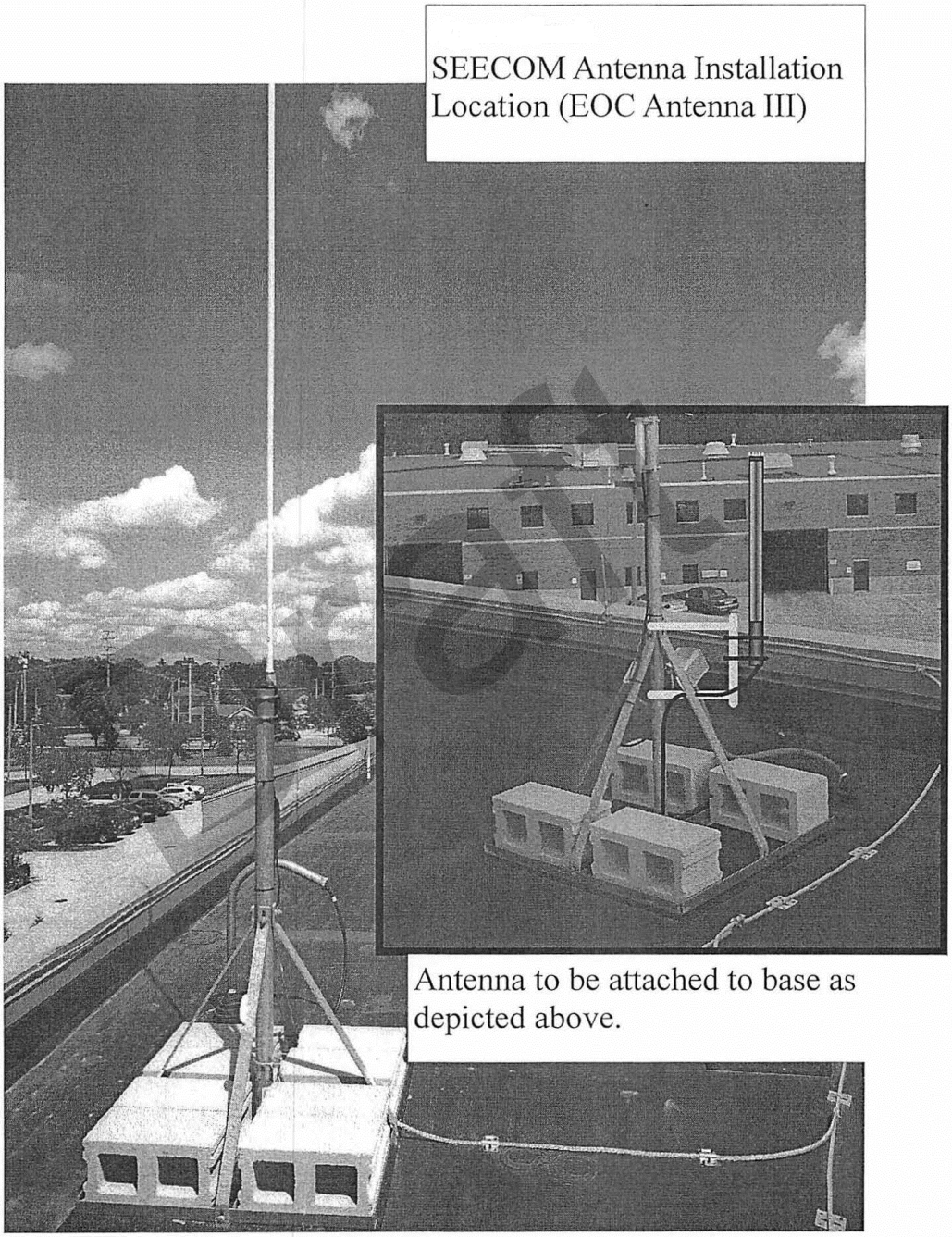


EXHIBIT F

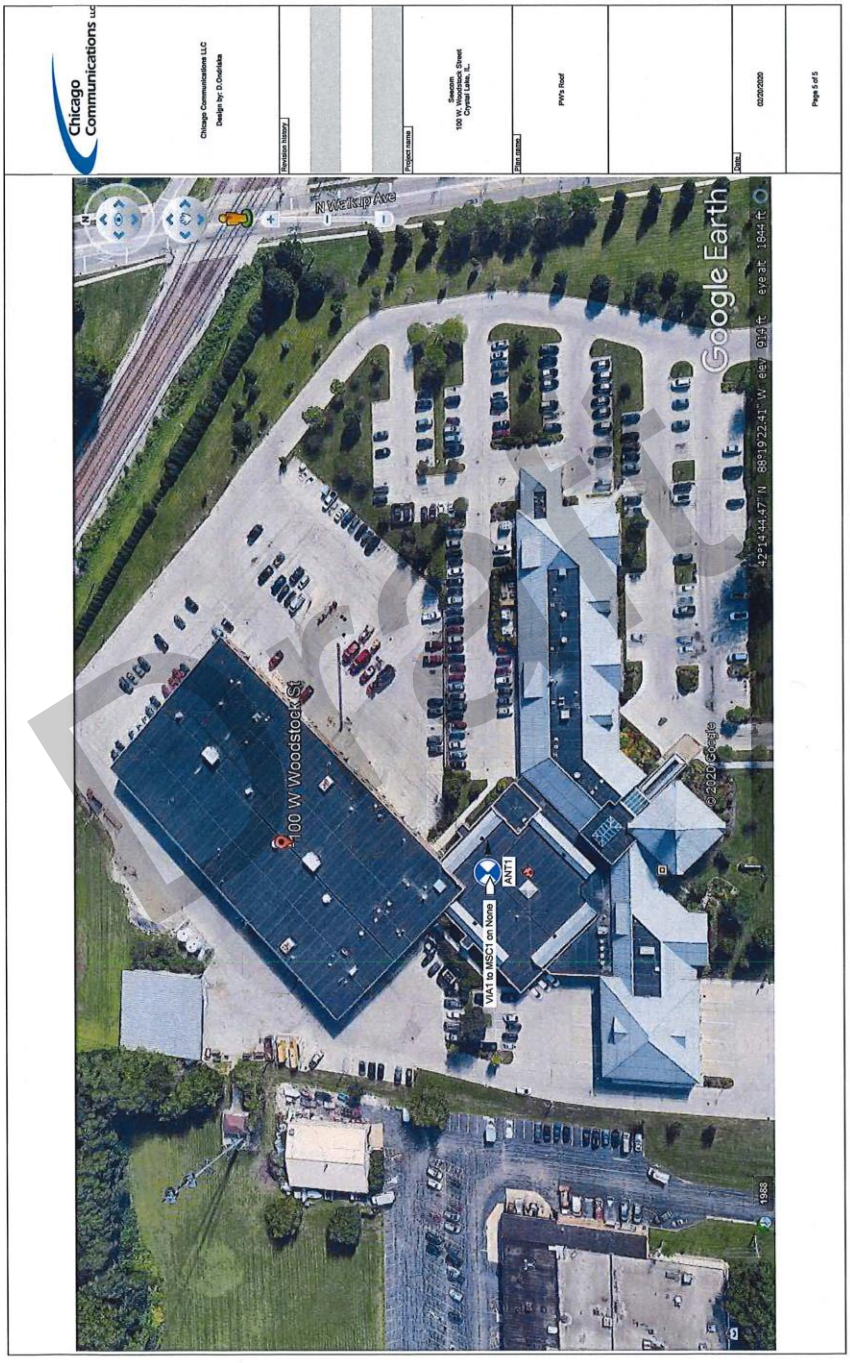
Outdoor Heating/Cooling Area of Leased Facilities



Draft

EXHIBIT G
Verizon Wireless BDA antennae

Exhibit D



Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: January 16, 2024

Item: Southeast Emergency Communication Lease Agreement Amendment, 100 W. Woodstock Street

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a Lease Agreement between the City of Crystal Lake and Southeast Emergency Communication (SEECOM)

Staff Contact: Eric T. Helm, City Manager

Background:

In 2003, the City executed a lease agreement with Southeast Emergency Communication (SEECOM) to rent a portion of the basement at the City Hall located at 100 W. Woodstock Street. The original lease term was 15 years and expired. The new proposed lease term is 20 years. Other proposed changes include:

- *Description of Property*: The lease has been modified to include the current location of the SEECOM facility in the basement of the public safety building, a communication tower on City property and parking spaces at City Hall.
- *Rent*: Previous rent remained fixed annually. The new base rent increases from $14,350 to $15,000 and increases annually by 3%.
- *Janitorial Fees and Maintenance Responsibilities/Expense*: The new lease incorporates SEECOM's responsibility to pay for 15% of the cost of janitorial services for the City Hall and facility maintenance work performed for SEECOM.

The lease agreement has been reviewed and approved by special legal counsel.

Votes Required to Pass:

Simple majority

Res. _____

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute a Lease Agreement between the City of Crystal Lake and Southeast Emergency Communication for a portion of the property at 100 W. Woodstock Street.

DATED this 16th day of January, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL:
ATTEST:

By: _____
Nick Kachiroubas, CITY CLERK

PASSED: January 16, 2024
APPROVED: January 16, 2024

2024 LEASE AGREEMENT

Agreement of Lease (the "Lease"), made as of this _____ day of _____ 2024, between the CITY OF CRYSTAL LAKE, an Illinois municipal corporation, 100 W. Woodstock Street, Crystal Lake, Illinois 60014 (hereinafter referred to as "Lessor") and SOUTHEAST EMERGENCY COMMUNICATION, an association of local governments comprised of the Village of Algonquin, Village of Cary and City of Crystal Lake (SEECOM), (hereinafter referred to as "Lessee"), the terms "Lessor" and "Lessee" to include their successors and assigns wherever the context so requires or permits.

I

DESCRIPTION OF PROPERTY

In consideration of the mutual covenants contained herein, Lessor hereby leases to Lessee, and the Lessee hereby leases from the Lessor that portion of the property (defined below) commonly known as 100 W. Woodstock Street, Crystal Lake, Illinois (the "Property"): The space for use by SEECOM shall include (collectively, the "Leased Premises"):

- 8,845 square feet of area located in the basement of the City of Crystal Lake City Hall located at the Property as depicted in Exhibit A.
- 2,127 square feet of land located at the Property as depicted in Exhibit B which space shall be used for a communications tower, equipment building, power generator, and access road.
- Area for mounting of a SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the Property as depicted in Exhibit C, subject to the terms of the Memorandum of Understanding attached to said Exhibit C.
- Also include land area adjacent to the Property for the outdoor housing of heating and cooling equipment and generators for use by SEECOM as depicted in Exhibit D.
- Area located on the roof of the City Hall building (as depicted in Exhibit E) to allow for the installation of a Verizon Wireless BDA antennae to enhance mission critical services within the SEECOM server room, providing back up of the SEECOM/Crystal Lake Outdoor Warning Sirens and the ETSB Text to/from 9-1-1

Draft

- SEECOM shall also be entitled to a proportionate amount of parking spaces (approximately 30 spaces) as may be available on the City Hall Site as designated from time to time by the City Manager or his designee (the "Associated Parking"). Ingress to and egress from the Leased Premises shall be as may be designated from time to time by the City Manager or his designee.

II.

TERM OF LEASE AND RENT

Subject to paragraph XII (or V and VI) hereof, the term of this Lease shall be for ~~fifteen (15) years~~ a period of twenty (20) years commencing on 2024 (the "Commencement Date") and ending on April 30, 2044. The period of May 1 through April 30 shall be a "Lease Year" for purposes of this Lease. Rent for each Lease year shall be due in quarterly installments with the first quarterly installment being due on May 1 of the Lease Year, the second installment being due on August 1 of the Lease Year; the third installment being due on November 1 of the Lease Year, and the fourth installment being due on February 1 of the Lease Year. During the Term of this Lease, Lessee shall pay rent for each Lease Year as follows: 1) During the first Lease Year the Lessee shall pay the sum of $15,000 (hereinafter, the "Base Rent"). For each Lease Year subsequent to the first Lease Year, the Base Rent shall be increased annually effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) over the prior year's Base Rent. Lessor may impose and Lessee agrees to pay a late charge not exceeding ten percent (10%) of any lease payment which is paid more than thirty (30) days beyond the payment due date and which Lessor elects to accept.

Draft

The Base Rent shall be absolutely net to Lessor so that every item of expense of every kind related to the Leased Premises shall be incurred and paid by Lessee and to the extent such expenses are first paid by the Lessor, Lessee shall reimburse Lessor for all such incurred and paid expenses as "Additional Rent," unless expressly otherwise provided in this Lease. By way of example only and not as a limitation to the scope of expenses that will qualify as Additional Rent, Lessee shall be required

to pay for (or reimburse Lessor for) all expenses connected with maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Leased Premises. Additional Rent shall also include any real estate taxes assessed against the Leased Premises (or a pro rata allocation of any taxes assessed against the Lessor's property). The Lessor's property is currently exempt from real estate taxes by reason of its municipal use. The Lessor and Lessee agree to cooperate in filing any exemption requests required by the taxing authority of the County of McHenry and State of Illinois to obtain or maintain an exemption of the Lessor's property and the Leased Premises. Additional Rents shall be due from Lessee to Lessor within 30 days after Lessor issues to Lessee an invoice therefor. (For purposes of this Lease, the term "Rent" shall mean both the Base Rent and any items within the scope of Additional Rent, both as hereinabove defined.)

III

LESSEE'S COVENANTS

The Lessee agrees:

(a) That it will pay the Rent and Additional Rent at the times and in the manner aforesaid. Without in any manner limiting the meaning of Additional Rent as described above, it is understood and agreed that the Lessees obligations to pay Additional Rent shall include the obligation to pay to the City fifteen percent (15%) of the City's cost for contractual janitorial services incurred by the City in relation to City Hall, which janitorial services shall include the Leased Premises.

(b) Lessee agrees that it will deposit with the Lessor on the day each installment payment is due, a sum (herein referred to as "funds") equal to one-twelfth (1/12) of their proportionate share of any real estate taxes assessed against the premises by reason of this Lease which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Lessor hereunder, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each

Draft

becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Lease.

If the amount of the funds together with the future monthly deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due, such excess shall be applied first to cure any breach in the performance of the Lessee's covenants or agreements hereunder of which Lessor has given written notice to Lessee and second, at Lessor's option, as a cash refund to Lessee or a credit toward Lessee's future obligations hereunder. If the amount of the funds held by Lessor shall not be sufficient to pay all such charges as herein provided (being 90% of such charges for the entire Property of which the Leased Premises comprise a portion), Lessee shall pay to Lessor any amount necessary to make up the deficiency in such proportionate share within thirty (30) days from the date notice is mailed by Lessor to Lessee requesting payment thereof.

Lessor may not charge for so holding and applying the funds, analyzing said account or verifying and compiling said assessments and bills, nor shall Lessee be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Lease. Upon payment in full of all sums due hereunder, Lessor shall promptly refund to Lessee any funds so held by Lessor.

The Lessor will cooperate with the Lessee in the protest of substantial increases in the real estate taxes or assessed values in order to effect the lowest possible real estate taxes for the Property.

(c) That it will pay its proportionate share of all special assessments for improvements not yet completed.

Draft

(d) That it will carry, during the entire term or any extended term hereof, at its own cost and expense, public liability and casualty insurance in an amount reasonably approved by Lessor, insuring Lessee and Lessor (as an additional assured) against any covered liability that may accrue against them or either of them on account of any occurrences in or about the Leased Premises during the term or in consequence of Lessee's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall furnish to Lessor certificates of all insurance and any cancellations of insurance required under this paragraph. Anything in this paragraph III or elsewhere in this Lease to the contrary notwithstanding, neither Lessee nor Lessee's insurers shall have any liability for any claims, demands or actions arising out of or in connection with any act or omission of Lessor or Lessor's employees, contractors, agents, licensees or invitees.

(e) That it will, during the entire term or any extended term hereof, at its own cost and expense, pay the cost of keeping the building improvements on the Leased Premises adequately insured in an amount reasonably approved by Lessor, in reliable companies against damages caused by fire and against other risks covered by standard extended coverage endorsements.

(f) That subject to paragraph IV hereof, it will at all times during the term or any extended term hereof, keep the Leased Premises with the appurtenances, fixtures, installations and equipment attached and related thereto, in good repair and condition as existed on the possession date of this Lease, ordinary wear and tear, fire and other casualty, and breach by Lessor hereunder excepted. Pursuant to paragraph IV hereof, the Lessor shall be responsible for the complete or substantially complete replacement of the roof and other portions of the exterior structure of the Property of which the Leased Premises are a part and certain portions of the systems servicing such Property, in the event it should become necessary.

Draft

(g) That it will indemnify, defend and hold harmless Lessor, Lessor's officers, officials, employees, contractors, agents, attorneys, licensees, invitees, successors, heirs and assigns, from and against any and all liabilities, losses, damages, claims and expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively, "Claims") arising out of or in connection with any acts or omissions of Lessee or Lessee's employees, contractors, agents, licensees or invitees in or about the Property.

(h) That, if directly metered for the Leased Premises only, it will promptly pay all gas, electric light, water rates or charges and refuse removal which may become payable, with respect to the Leased Premises only, during the continuance of this Lease for gas, electric, light or water used on the Leased Premises.

(i) That it will not make any alterations or additions in or to the Leased Premises without the written consent of the Lessor. Lessor agrees that Lessee may cause to have installed directional signs within the City Hall Complex that are in keeping with signs installed by the Lessor for its own uses. Such signs and the location thereof shall be approved by the City Manager of Lessor.

(j) That except as otherwise provided herein, it will not assign, sublet or part with the possession of the whole or any part of the Leased Premises without first obtaining the written consent of the Lessor.

(k) That at the expiration of the said term, Lessee will peaceably yield up to the Lessor the premises and all improvements and additions made upon the same in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

(l) That no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

Draft

(m) That it will keep the interior of the Leased Premises in good repair and shall make all necessary repairs and renewals upon the Leased Premises and shall replace broken globes, glass and fixtures with material of the same size and quality as that broken, provided if the Leased Premises shall not be kept in good repair, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of the Lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same in such condition of repair, and Lessee agrees to pay Lessor, as Additional Rent, the reasonable expenses of Lessor in replacing the premises in that condition.

(n) Lessee shall keep the interior of the Leased Premises in good repair and shall make all necessary repairs and renewals upon the Leased Premises including but not limited to all of the repair and maintenance of the HVAC, water, sewer and electrical systems within the Leased Premises which service the Leased Premises.

(o) Repair and Maintenance Responsibilities include the following:

LESSEE	**LESSOR**
Dome Camera	Sprinkler System
Air phone-push to talk	Fire Alarm
Dry Suppression Systems-Data Centers	Access Control (prox) Card System
Lighting	EM Lighting
Painting	HVAC-Administration
Flooring	Plumbing-Supply & Drains
HVAC-Data Center	Entry Doors- two hallway entry into SEECOM
Phones	IT Networking from PD
Plumbing fixtures	Elevators
Internal Doors & Locks	
Electrical	
Networking	
Appliances	
Radio Tower/Building	

(p) LESSEE may request that employees of the City of Crystal Lake (hereinafter, "Crystal Lake Personnel") provide maintenance and/or repair services to Lessee with respect to

Draft

any portion of the Leased Premises. Said request shall be made by the completion of a "Work Request" submitted to the Director of the Department of Public Works of the City of Crystal Lake (hereinafter, "Crystal Lake Public Works Director"). A Work Request, may include a request by Lessee that the City of Crystal Lake perform certain routine inspection and maintenance services with respect to certain specified equipment or systems within the Leased Premises, as may be specified in the Work Request (hereinafter an "Inspection/Maintenance Request"). Any such Inspection/Maintenance request shall include a requested schedule for inspections and/or maintenance and a scope of work related to such inspection and maintenance.

(q) Upon receipt of a Work Request, the Crystal Lake Public Works Director shall make a determination as to whether the City has appropriate equipment and personnel at its disposal to perform the maintenance and/or repair requested by Lessee pursuant to such Work Request and shall provide with a response to the Work Request in a timely manner.

(r) In response to each Work Request, the Crystal Lake Public Works Director shall either deny the Work Request or shall advise Lessee of the equipment and personnel that shall be made available to perform the work requested pursuant to the Work Request. Any Work Request approved by the Crystal Lake Public Works Director shall be identified as an "Approved Work Request". In the event that the Work Request include an Inspection/Maintenance Request, the Crystal Lake Public Works Director shall either approve the terms of the inspection/maintenance schedule and scope of work or shall deny the Inspection/Maintenance Request.

(s) Any Crystal Lake Personnel assigned by the Crystal Lake Public Works Director to perform the services requested pursuant to an Approved Work Request shall remain under the direction and control of the City of Crystal Lake while such employee is engaged in performing such services.

Draft

(t) The Crystal Lake Public Works Director shall maintain records of the number of hours expended by Crystal Lake Personnel in completing the maintenance or repair service requested pursuant to an Approved Work Request as well as the reasonable cost for the use of any equipment and/or materials and supplies related thereto.

(u) Following the completion of work performed pursuant to an Approved Work Request, the Crystal Lake Public Works Director shall deliver to Lessee an invoice reflecting the number of hours expended by the Crystal Lake Personnel in performing the services pursuant to the Approved Work Request as well as the City of Crystal Lake's labor costs related to such employee's services. The labor costs reflected in such invoices shall include all hourly wages paid by the City of Crystal Lake to such Crystal Lake Personnel for such services, as well as the cost of benefits paid by the City of Crystal Lake related to such wages and expenses, including but not limited to health insurance, pension and employer's portion of social security expenses (hereinafter, collectively referred to as "Labor Costs"). In addition to the labor costs, the invoice shall also include a reasonable rental cost of any machinery or equipment utilized by the City or Crystal Lake Personnel in performing the services pursuant to the Approved Work Request, as well as all material utilized in connection thereof (hereinafter, collectively referred to as "Material Costs").

Draft

(v) Within thirty (30) days of the receipt by Lessee of the invoice for Labor Costs and Material Costs related to an Approved Work Request, Lessee shall remit payment, in full, to the City for the total amount due pursuant to such invoice.

(w) In addition to the provision of maintenance services by the City of Crystal Lake, the City of Crystal Lake and Lessee may also enter into separate maintenance agreements for

particular equipment or systems utilized by Lessee within the Leased Premises, under such terms as may be agreed to by the City of Crystal Lake and Lessee.

(x) That it shall have the right to erect a sign identifying Lessee's business upon the building occupied by the Lessee provided that such signs shall be erected at the sole expense of the Lessee and shall comply with the sign ordinance of the City of Crystal Lake and be subject to approval by the Lessor to ensure that all signs on the building are uniform in nature, which approval shall not be unreasonably withheld or delayed.

(y) That it will not, nor will any approved sublessees, store any hazardous materials within the Leased Premises. Storage of any non-hazardous materials on the Leased Premises will be done in compliance with federal and state laws and city or local ordinances or building codes (or, if none apply, manufacturer's recommendations for storage). The Lessee shall be responsible for the cleanup of any material spilled on the Leased Premises at Lessee's sole expense.

(z) As part of a planned wide area network to be created and used by Lessor, Lessee will permit the Lessor, subject to space availability, to:

(i) attach equipment onto the Lessee's communications tower,

(ii) install equipment in the Lessee's equipment building,

(iii) have access to electricity in the Lessee's equipment building, including electricity from the Lessee's power generator, and

(iv) have access to the Lessee's fiber optic cable and equipment that runs from the equipment building to the Lessee's area located in the basement of the Property.

Draft

IV

LESSOR'S COVENANTS

The Lessor:

(a) Represents that it is seized in fee simple title to the Property, free, clear and unencumbered.

(b) Agrees that, so long as Lessee fulfills the conditions and covenants required of it to be performed, Lessee will have peaceful and quiet possession of the premises.

(c) Represents that Lessor has good right, full power and lawful authority to make this Lease for the full term and any extensions thereof.

(d) Agrees that Lessor shall indemnify, defend and hold harmless Lessee, Lessee's partners, and each of their respective directors, officers, shareholders, employees, contractors, agents, attorneys, licensees, invitees, successors, heirs and assigns, from and against any and all liabilities, losses, damages, claims and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with any acts or omissions of Lessor or Lessor's employees, contractors, agents, licensees or invitees in or about the Property.

(e) Agrees that Lessor, using the funds as provided herein and such other funds from other lessees or other sources as may be required, shall pay any and all real estate taxes and assessments due with respect to the Property of which the Leased Premises constitutes a portion and shall keep and maintain liability and casualty insurance with respect to such Property (including, without limitation, the Building), in reasonable amounts, at all times in full force and effect.

Draft

(f) Agrees that no assent, express or implied, by the Lessee to any breach of any of the Lessor's covenants, shall be deemed to be a waiver or any succeeding breach of the same covenant.

(g) Agrees that the Lessor shall be responsible for maintaining the remainder of the building on the Property not under lease to the Lessee including, but not limited to, the payment of all utilities.

V

RIGHT OF RE-ENTRY AND HOLD OVER

If the Lessee or its representatives or assigns shall neglect or fail to perform and observe any covenants which on the Lessee's part are to be performed, or if its leasehold estate shall be taken on execution, or if the Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then the Lessor may, immediately or at any time thereafter and without notice or demand, enter into and upon the Leased Premises or any part thereof and repossess the same as of their former estate and expel the Lessee and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass; and thereupon, this Lease shall terminate, but without prejudice to any remedies which might otherwise be used by the Lessor for arrears of rent or any breach of the Lessee's covenants.

If Lessee retains possession of the Leased Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty (30) days after termination of the term serve five (5) days' written notice upon Lessee that such holding over constitutes either (a) renewal of the Lease for one year, and from year to year thereafter, at double the Base Rent amount of the last year of the written Lease; or, (b) creation of a month to month tenancy, upon the terms of this Lease except at double the monthly rental for the last month of the

Draft

Base Rent according to the written Lease; or, (c) creation of a tenancy at sufferance, at a rental of $40.00 per day for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance with a rental as states at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as previously set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any covenants herein.

VI

TERMINATION OF LEASE IN CASE OF FIRE

(a) If during the term of this Lease, the Leased Premises shall be substantially destroyed by fire, the elements or other causes, then this Lease, at the option of either Lessor or Lessee as provided in this paragraph VI, shall cease and terminate. Thereupon, each of Lessor and Lessee shall be released from any further obligations hereunder, and Lessor shall refund to Lessee the security deposit and any portion of the rent or other payments made by Lessee, but not earned or not due at the time of such destruction. Either Lessor or Lessee may exercise this option to terminate, if at all, by giving written notice thereof to the other, at the other's address set forth in this Lease, by registered or certified mail, return receipt requested, no later than sixty (60) days after the date that the substantial destruction occurred. Such notice of exercise shall be effective upon Lessee's mailing of such notice as aforesaid. If the Leased Premises shall only be partially destroyed by fire, the elements or other causes, then Lessor shall repair such destruction and restore the Leased Premises to its prior condition as soon as practicable, subject to available funds appropriated for such repair or restoration (including insurance proceeds therefor).

Draft

(b) Damage to such an extent as to render 50% or more of the floor space of the Leased Premises unusable for Lessee's business shall be conclusively deemed to be "substantial destruction". Damage which renders less than 50% of such floor space unusable for Lessee's business, but which cannot (after the exercise of due diligence) be repaired within one hundred twenty (120) days, shall likewise be conclusively deemed to be "substantial destruction". Damage which renders less than 70% of such floor space unusable for Lessee's business, but which can be repaired within one hundred twenty (120) days, shall be conclusively deemed to be "partial destruction" within the meaning of this Lease.

(c) If the work of repairing any damage (either substantial destruction, if neither party has elected to terminate pursuant to this paragraph VI, or partial destruction) shall not have commenced within one hundred twenty (120) days after the date of a substantial destruction or sixty (60) days after the date of a partial destruction, then Lessee shall have the option to terminate this Lease. Lessee shall exercise this option to terminate, if at all, by giving written notice thereof to Lessor, at Lessor's address set forth in the printed portion of this Lease, by registered or certified mail, return receipt requested, no less than thirty (30) days prior to the effective date of any such termination. Such notice of exercise shall be effective upon Lessee's mailing of such notice as aforesaid. Upon the expiration of the time fixed in such notice, if such repair work shall not have been commenced, then this Lease shall terminate (unless Lessee has revoked its notice of termination).

Draft

VII

LIENS

Lessee shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the Property.

If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against Lessor's title, Lessee upon notice thereof shall promptly remove or release same. If not so released in fifteen (15) days after notice to Lessee to do so, then either: (i) Lessee may contest said lien by first furnishing Lessor with a good and sufficient surety bond issued by a reputable surety or title insurance company acceptable to Lessor to cover the amount of any such lien, or (ii) Lessor may (but need not) pay or discharge the same without inquiry as to the validity thereof at Lessee's expense, and charge any amount paid to discharge the lien as Additional Rent due from the Lessee.

Draft

VIII

COSTS AND FEES

Lessee or Lessor shall pay upon demand all costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor or Lessee, incurred by the other successfully in enforcing any of the obligations of the other under this Lease. Lessee or Lessor shall also pay upon demand all costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor or Lessee in any litigation in which Lessor or Lessee shall become involved without their fault because of the actions of the other on account of this Lease.

IX

POSSESSION

The Lessee shall have the right to possession of the Leased Premises immediately.

X

NOTICES

Notices may be served on either party at the respective addresses given at the beginning of this Lease, by mailing (by certified or regular mail, postage prepaid) or personal delivery or facsimile of a notice to either party. Any notice mailed or faxed as provided herein shall be deemed to have been given or made on the date of mailing or faxing. Notice to any one of a multiple person party shall be sufficient service to all.

XI

MISCELLANEOUS

(a) Provisions typed on this Lease and all Riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this Lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor which may be necessary for proper and orderly care for the building on the Property.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) If Lessee shall fail to pay Rent or any other charges payable by Lessee hereunder within ten (10) days after the same is due, Lessee shall be in default under the Lease.

(f) If Lessor or Lessee shall fail to fulfill any of its covenants or agreements under this Lease (other than Lessee's covenant to pay rent or other charges payable by Lessee hereunder), Lessor or Lessee, as the case

Draft

may be, shall give to the other party (the "defaulting party") written notice of such failure. The defaulting party shall then have an opportunity to cure any such failure. In the event that any such failure shall continue after the expiration of a thirty (30) day period after the defaulting party's receipt of the aforesaid written notice, or in the case of a failure that cannot with due diligence be cured within a period of thirty (30) days, if the defaulting party fails to proceed promptly after the receipt of such notice and with all due diligence to cure, the defaulting party shall be in default hereunder.

(g) At the option and sole cost of Lessee, this Lease or a memorandum hereof may be recorded.

XII

SEVERABILITY

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

Draft

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this ____day of _____, 2024.

LESSOR:
CITY OF CRYSTAL LAKE, an Illinois corporation,

By:_____
MAYOR

ATTEST:

_____

LESSEE:
SOUTHEAST EMERGENCY
COMMUNICATION

By:_____

Executive Board Chairman

By:_____

Executive Board Vice-Chairman

ATTEST:

_____

ATTEST:

_____

By:_____
Executive Board Secretary/Treasurer

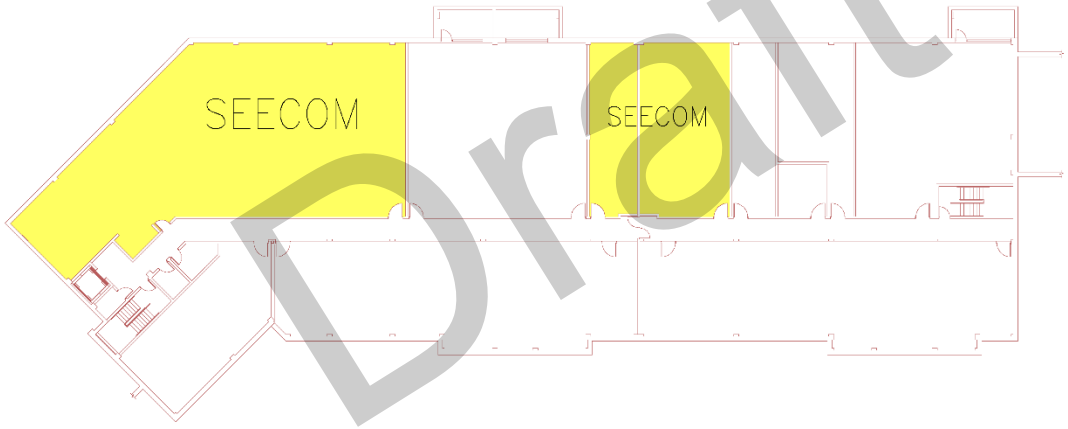
ATTEST:

_____

Draft

2023 LEASE AGREEMENT - EXHIBIT A

8,845 square feet of area located in the basement of the City of Crystal Lake City Hall located at 100 West Woodstock Street, Crystal Lake, Illinois



Draft

2023 LEASE AGREEMENT - EXHIBIT B

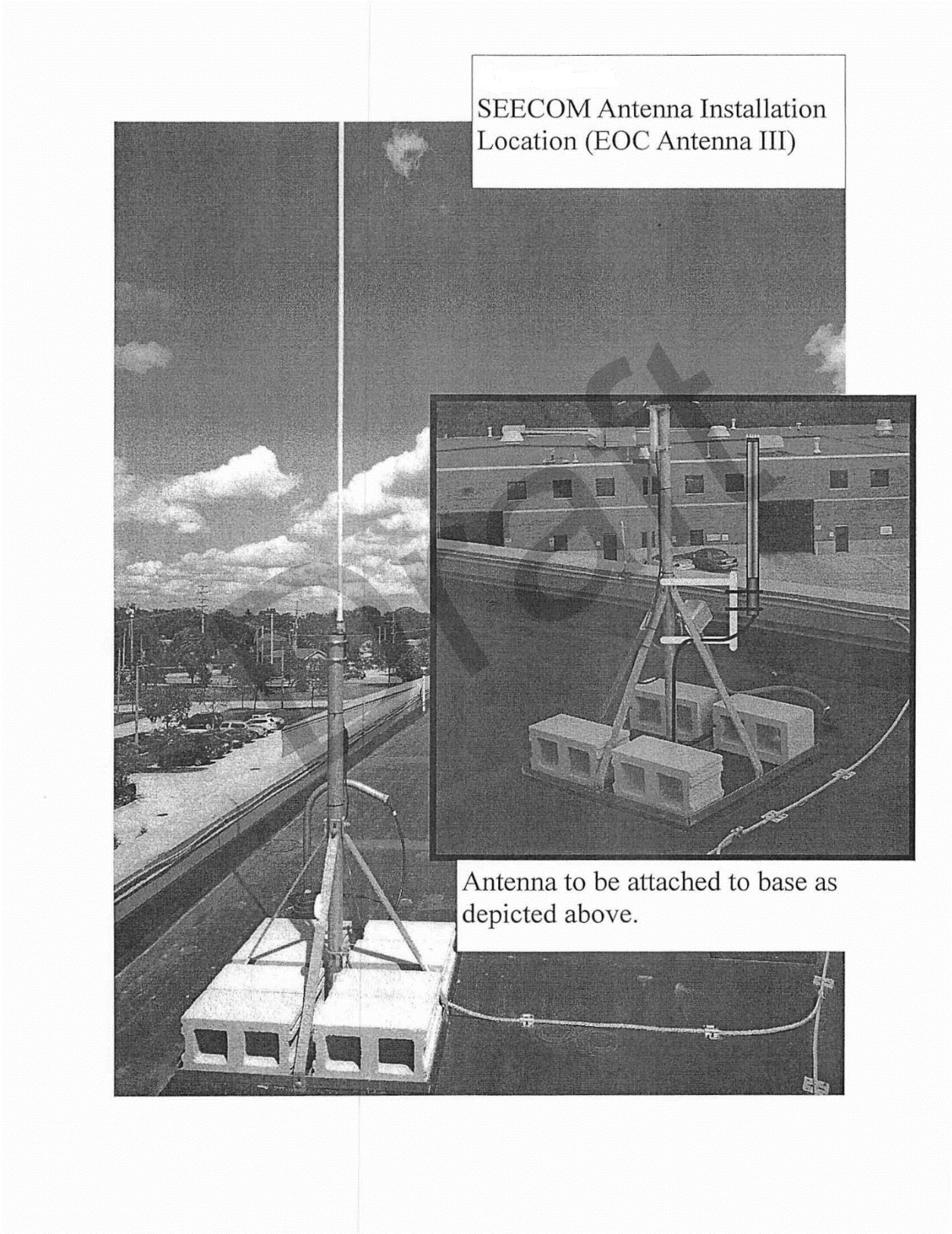
The fenced area consisting of 1,491 square feet and the gravel driveway consisting of 636 square feet for a total tower area of 2,127 square feet generally located at the southeast corner of the property legally described below. The North 308.00 feet of that part of the Southeast Quarter of Section 32, Township 44 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at a point on the West line of said Southeast Quarter, 824.28 feet North of the Southwest comer of said Northwest Quarter of the Southeast Quarter (said point being the Southwest comer of the property conveyed from Phillip R. Frederick and Lena M. Peterson, to Public Service Company of Northern Illinois, by deed dated May 26, 1949 and recorded June 29, 1949 as Document No. 221589, in Book 344 of Records, at page 290; thence East along the South line of said Public Service Company property, a distance of 458.00 feet to the Southeast corner of said Public Service Company's property; thence South along a line that forms an angle of 91° 19' to the right with the prolongation of the last described course, a distance of 825.80 feet, more or less, to the South line of said Northwest Quarter of the Southeast Quarter; thence West along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 350.00 feet; thence North, parallel with the West line of the said Northwest Quarter of the Southeast Quarter, a distance of 385.84 feet; thence West, parallel with the South line of said Northwest Quarter of the Southeast Quarter, a distance of 116.20 feet to the West line of said Southeast Quarter; thence North along the West line of said Southeast Quarter, a distance of 438.34 feet, more or less, to the place of beginning in McHenry County, Illinois.



Draft

2023 LEASE AGREEMENT - EXHIBIT C

SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the City of Crystal Lake City Hall located at 100 West Woodstock Street.



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRYSTAL LAKE AND SOUTHEAST EMERGENCY COMMUNICATION FOR THE INSTALLATION OF A ROOF-MOUNTED OMNIDIRECTIONAL RF ANTENNA

This Memorandum of Understanding is entered into between the CITY OF CRYSTAL LAKE, an Illinois municipal corporation, 100 W. Woodstock Street, Crystal Lake, IL 60014 (hereinafter referred to as "the City") and the Executive Board of the SOUTHEAST EMERGENCY COMMUNICATION, a public agency as defined by 5 ILCS 220/6, comprised of the Village of Algonquin, Village of Cary and City of Crystal Lake (SEECOM), (hereinafter referred to as "SEECOM"), the terms "the City" and "SEECOM" to include their successors and assigns wherever the context so requires or permits.

WHEREAS, the City and SEECOM entered into a Lease Agreement ("the Lease") by which the City leases a portion of its police station to SEECOM for use by SEECOM as a centralized public safety communication center; and

WHEREAS, SEECOM desires to install a SEECOM Supplied exterior Omnidirectional RF Antenna (hereinafter referred to as "Antenna") and support card. The Antenna will mount to an existing City antenna base on the roof at 100 W. Woodstock Street (herein referred to as the "Antenna Base").

1. SEECOM may install, operate and maintain the Antenna on the City's Emergency Operations Center (EOC) antenna III base as depicted in *Appendix A* (attached hereto) upon the Antenna Base in accordance with the conditions of this Agreement.
2. SEECOM shall bear all installation and repair costs associated with the initial installation and ongoing use, maintenance and repair of the Antenna.
3. SEECOM agrees that it shall be solely responsible for any damage to property of the City caused by the installation, repair, maintenance or use of the Antenna and that it shall promptly and without charge to the City repair such damage upon demand by the City.
4. SEECOM shall install the Antenna per the methods described in the June 25, 2014 letter from Cartland and Kraus Engineering, LTD as noted in *Appendix B* (attached hereto).
5. If upon the sole determination of the City the antenna causes interference with physical, mechanical, radio frequency, signal, or broadcast activities of the City or compromises the structural integrity of any City equipment or roofing, SEECOM shall upon written or verbal demand of the City, immediately cease all broadcast operations of the Antenna and shall correct the condition causing the broadcast interference and/or structural integrity compromise prior to resuming operation of the Antenna. In the event that such interference or compromise to structural integrity cannot be corrected, to the sole satisfaction of the City, SEECOM shall, within thirty (30) days of written demand by the City he remove the Antenna and all related items installed by SEECOM, and repair all City property utilized in connection with the Antenna to its original condition.
6. SEECOM shall indemnify, defend and hold harmless the City, and its elected and appointed officials, employees and agents from all costs, damages and claims of damages (including reasonable attorneys fees) for injury to persons or death or property damage arising out of or in any way resulting from SEECOM's installation, use, maintenance and or repair of the Antenna.

7. SEECOM shall Procure and furnish all permits, licenses, and governmental approvals and authorizations necessary in connection with the rights granted to SEECOM herein.
8. Following installation and approval of the Antenna SEECOM shall not expand or otherwise modify the Antenna without having first obtained the written approval of the City. The approval of this antenna does not establish a precedence for the approval of future SEECOM antenna.
9. The City of Crystal Lake may terminate this agreement upon 120 day written notice to SEECOM or as soon as practicable in the event that SEECOM ceases to provide 9-1-1 dispatch services for the City of Crystal Lake.
10. This agreement shall be effective upon the execution by both parties and shall remain in effect for a period of three (3) years from the effective date. In the event that this agreement is not terminated by either party, by providing 180 days prior to the end of the term, this agreement shall automatically renew for successive three (3) year terms.
11. Upon the termination of the agreement, SEECOM shall remove the antenna and all attachments, and repair all City property utilized in connection with the installation maintenance and use of the Antenna to its original condition.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 15th day of July, 2014.

CITY OF CRYSTAL LAKE

An Illinois corporation

By: _____
Gary J. Mayerhofer, City Manager

ATTEST:

_____

Draft

SOUTHEAST EMERGENCY
COMMUNICATION (SEECOM)

By: _____

Executive Board Chairman

ATTEST:

_____

By: _____

Executive Board Vice-Chairman

ATTEST:

_____

Draft

Appendix A

Exterior Installation Specifications

Draft

746-869 MHz, 3 dB Gain MAXRAD Fiberglass Base Station (MFB) Omnidirectional Antennas

This is an omnidirectional base station antenna that provides 3 dB gain within the specified frequency. It is designed for mast mounting.



Features

- N female connector
- Thick walled aluminum mounting base
- White fiberglass radome

RF/Electrical Specifications

Model	Frequency Range	Nominal Gain	Vertical Beamwidth at Half Power	Horizontal Beamwidth at Half Power
MFBW7463	746-869 MHz	3 dB	40°	360°

Mechanical Specifications

Model	Antenna Length	Weight (Mass)	Temperature Range
MFBW7463	27"	1.5 lbs	-40°C to +70°C

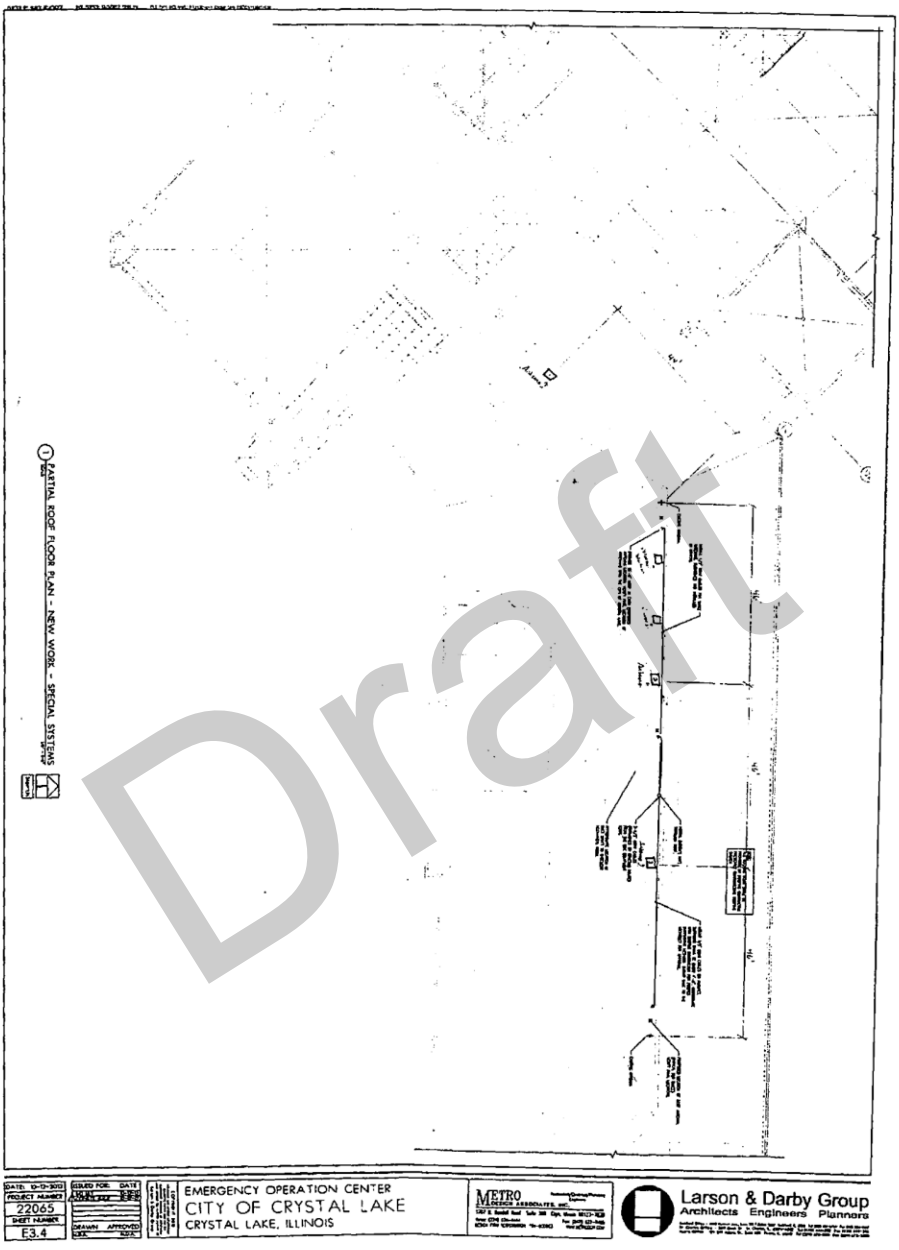
Model	Lateral Thrust at Rated Wind with 1/2" of Ice	Equivalent Flat Plate Area with 1/2" of Ice	Wind Survival with 1/2" of Ice
MFBW7463	20 lbf	.22 ft²	125 mph

PCTEL

Technical Data

General Specifications: 746-869 MHz omnidirectional antenna
Maximum Power: 50 watts
Normal Impedance: 50 ohms
Polarization: Vertical
VSWR: < 1.8:1
Termination: N female

Draft


1 PARTIAL ROOF FLOOR PLAN - NEW WORK - SPECIAL SYSTEMS
DATE: 10-12-2012
PROJECT NUMBER
22065
SHEET NUMBER
E3.4
ISSUED FOR:
DATE
DRAWN
APPROVED
EMERGENCY OPERATION CENTER
CITY OF CRYSTAL LAKE
CRYSTAL LAKE, ILLINOIS
METRO
Larson & Darby Group
Architects Engineers Planners

Draft

Chicago Communications LLC

MOTOROLA SOLUTIONS
Radio Solutions Channel Partner

200 W. Spangler Ave.
Elmhurst, IL 60126
P: (630)-832-3311
F: (630)-832-7599
www.chicomm.com

July 11, 214

Executive Director Linda Luehring

Southeast Emergency Communications (SEECOM)
100 W Municipal Complex
Crystal Lake, IL. 60014

Re: Quotation to install a Huntley Fire radio control station and antenna with surge suppression.

Dear Director Luehring,

Per your request, we are providing a quote to install one SEECOM supplied Motorola Consolette, BIM and ACIM Card to your existing Gold Elite. This will allow SEECOM to dispatch Huntley Fire through a County provided talk group. SEECOM is responsible for the Consolette Programming and supplying of the above referenced parts.

Chicago Communications intends to supply the antenna with jumpers and surge suppression.

This quote assumes the LMR600 coaxial main line runs are purchased, installed and tested by others.

Chicago Communications will connect to one LMR600 coaxial line. We intend to use a customer supplied LMR600 seventy five foot jumper and terminate with two N Male connectors for the top jumper. This will be between the coax line surge suppressor mounted on a Chicago Communications supplied ground bar on the third floor and the antenna on the roof. The antenna will mount to an existing Crystal Lake Fire Department EOC mount below the existing antenna as not to obstruct the current antenna. Installation shall occur per the direction of the June 25, 2014 letter from Cartland/Kraus Engineering, LTD.

The lower end of the LMR600 will connect to the Consolette mounted in the SEECOM supplied rack through a Chicago Communications supplied jumper assembly. The consolette will sit on a shelf that we intend to supply.

Finally we intend to configure the Centracom Gold Elite radio dispatch console with required talk groups and program.

Pricing: Parts and Labor $2,910.00

As you may have questions, please feel free to contact me for further explanation or to coordinate the installation of the equipment.

As always, we appreciate your business and look forward to working with you.

Sincerely,

Tom Treichler
Operations Director for Sales and Service

Draft

3309 WEST WAUKEGAN ROAD • McHENRY, ILLINOIS 60050
TELEPHONE 815 / 385-3600
FAX NO. 815 / 385-3671

CAREY ELECTRIC CONTRACTING INC.

July 10th, 2014 **Revised**

Southeast Emergency Communications
100 W. Woodstock St
Crystal Lake, IL 60014
P (815) 356-2685
F (815) 356-9069
E dburr@seecom911.org

Attn. Donald Burr

Re: Contract for Antenna Conduit Pricing

Dear Don,

We are pleased to provide this quote to you for the electrical costs to install a conduit raceway from the server room to the ground bar on the second floor at 100 W. Woodstock St, Crystal Lake. Please review the proposal carefully and note all inclusions, exclusions, and qualifications. The installation shall occur per the direction of the June 25th, 2014 letter from Cartland/Kraus Engineering, Ltd.

Included

1. We will furnish and install (1) 1-1/2" EMT conduit raceway from the server room to the second floor ground bar.
2. We will provide a pull string in the entire raceway for cable installation by others.
3. We have included costs to caulk all wall penetrations with "Fire Rated" caulk.
4. We will utilize a the existing junction box at the bottom of the shaft, install a second junction box by the server location, and a third box just before the ground bar in order to minimize the number of bends in the conduit per the cable manufacturer's recommendations.

Excluded

1. Permit fees
2. Premium Time, work is to be performed Monday-Friday, 7:00 am to 3:30 pm.
3. Cable installation, terminations, and testing is by others.

Total Labor and Material Costs "Conduit Raceway Only": $2,425.00

Alternate Add: We will furnish and install (2) 150' legs of "LMR600" cable from the server room to the ground bar on the second floor. If selected, please add the following amount to the price listed above.

Alternate Add "Cable Install": $1,025.00

Payment Terms: Full payment of the accepted proposed amount is due net 30 days after completion of the project.

Proposal Base Costs Approved By:_____, **Date:**_____

Proposal Alternate Add Approved By:_____, **Date:**_____

Sincerely,
Carey Electric Contracting, Inc.

Troy E. Rivera

Electrical Contracting Since 1923

Draft

Appendix B

Cartland & Kraus Engineering, LTD

Letter Dated June 25, 2014

Draft

CARTLAND ❖ KRAUS
ENGINEERING, LTD.

June 25, 2014

Ms. Linda Luehring
Southeast Emergency Communications
100 West Woodstock Street
Crystal Lake, Illinois 60014
RE: Antenna Installation
(Revised 6-26-14)

Dear Ms. Luehring,

The proposed routing and methods were discussed and the areas were surveyed during our meeting of June 23, 2014 to confirm that the installation will conform to the EOC antenna system criteria. The following are the recommended installation methods:

1. The existing 2" pathway may be utilized to enable the routing of the cabling to the roof.
2. A pathway shall be provided from just below the roof level through the portal to the antenna. The pathway shall be seal tite flexible conduit similar to the present installation. The seal tite shall be bonded to the building steel below the roof.
3. The existing ground bus shall be removed and a new copper bus shall be provided. The removal of the existing lightning arrestors shall be performed on a day that no precipitation is forecasted. The ground bus shall be large enough to allow the installation of the presently added lightning arrestor and two future arrestors.
4. The bonding cable can be reused provided that the cable is a minimum of 6 AWG copper.
5. A flange type, lightning arrestor manufactured by Poly Phaser Equipment # IS-50UX-CO shall be provided and installed on the ground bus.
6. A junction box of sufficient size to accommodate a sweeping bend of the LMR600 cable shall be installed near the ground bus. The conduit penetration of the shaft shall be behind the junction box and be sealed with 2 hour rated sealing caulk.
7. To completely segregate the routing of the cable and conduit system there shall be a junction box of sufficient size for a sweeping bend provided. The junction box shall be installed adjacent to the EOC junction box. The new junction box shall be properly supported from the structure and not from the existing junction box.
8. All penetrations of Rated Walls shall be sealed with 2 hour caulk.

Please advise if additional information is required or if there any questions.

Sincerely,

CARTLAND KRAUS ENGINEERING, LTD.

John Kowalski PE, LEED-AP
Project Manager

STATE OF ILLINOIS
JOHN
E.
KOWALSKI
062-033498
LICENSED PROFESSIONAL ENGINEER

Date 6/24/14
Expires NOV. 30, 2015

760 Telser Road, Lake Zurich, IL 60047 ❖ T (847) 719-1708 ❖ F (847) 719-1738

DRAFT

2023 LEASE AGREEMENT - EXHIBIT D

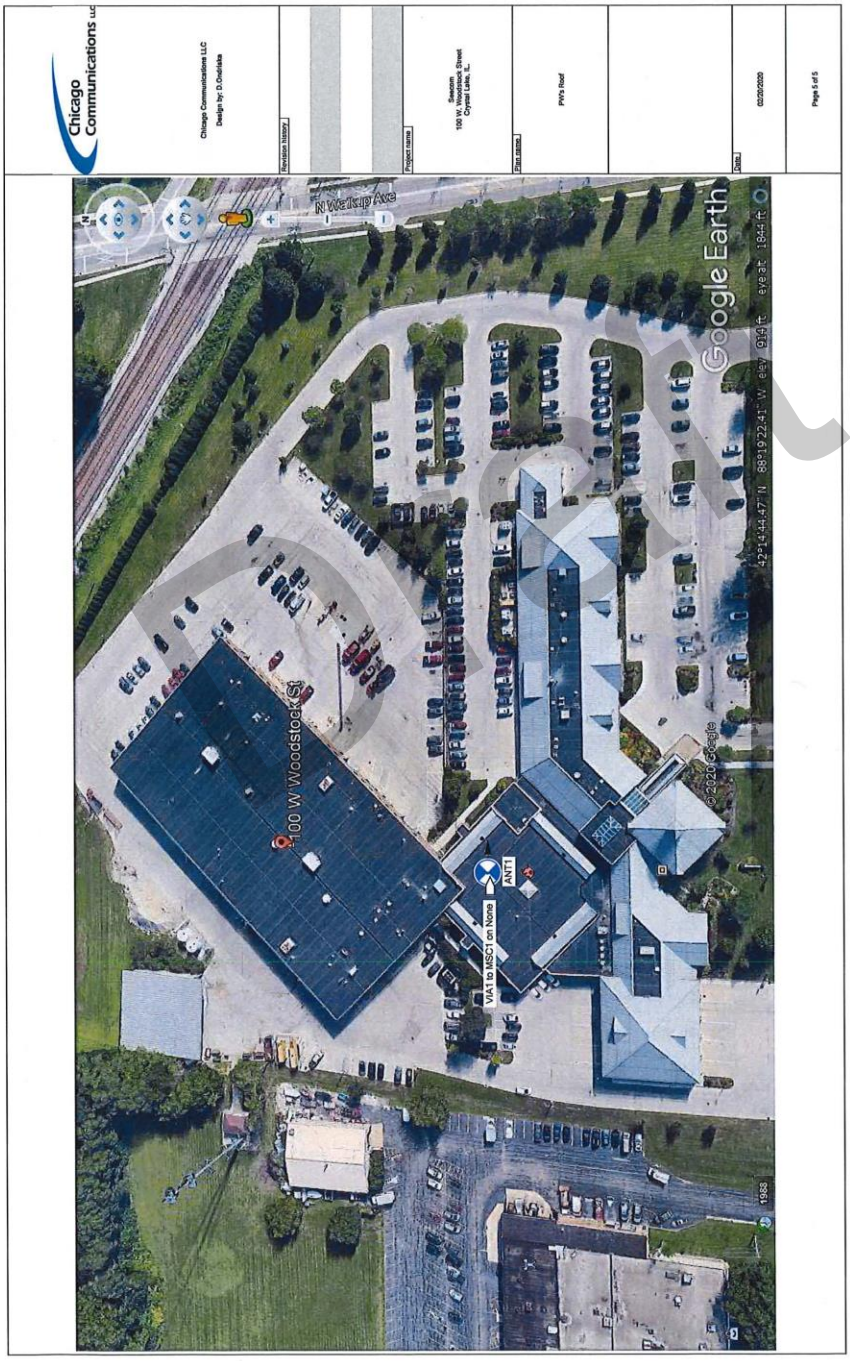
Land area adjacent to the Crystal Lake City Hall for the outdoor housing of heating and cooling equipment and generators for use by SEECOM.



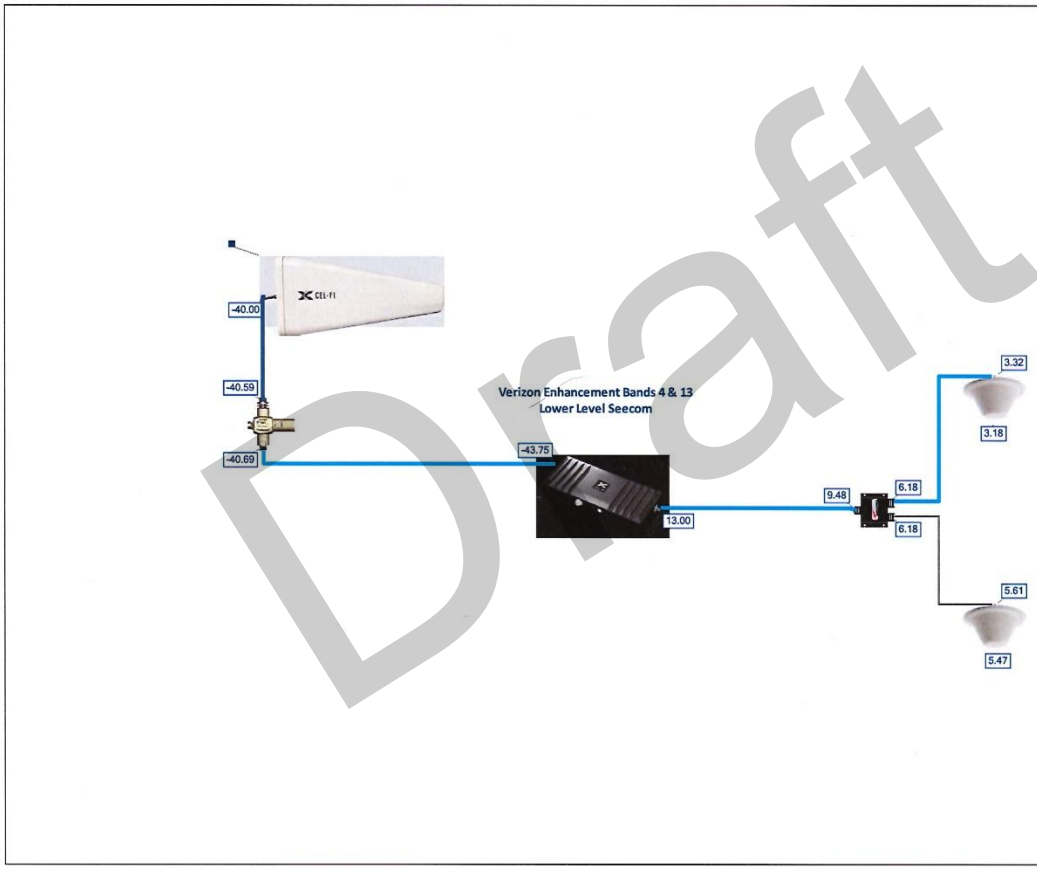
Draft

2023 LEASE AGREEMENT - EXHIBIT E

Exhibit D



Draft



Draft

Chicago Communications LLC

Chicago Communications LLC
Design by: D.Ondriska

Revision history

Project name

Seecom
100 W. Woodstock Street
Crystal Lake, IL.

Plan name

Design Plan

Cables legend
HL4RPV-50
LDF4-50A
RG-142 NM-NM-3'

Date

02/20/2020

Page 1 of 5