CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

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

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – April 2, 2024 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. **Adopt-A-Highway Program Application Approval**
   b. **Special Event Request - Lakeside Legacy Foundation - 2024 Lakeside Fest, Street Closure and Police Assistance Fee Waiver – July 4 through July 7, 2024**
   c. **The Quarry Cable Park Events and Live Music Consideration**
   d. **County Zoning Request - Reclassification of the subject property from "E-1" Estate District to "A-1" Agricultural District with a Conditional Use to allow for a commercial solar energy facility - Lily Pond Road – Part of PIN 13-23-100-022 (north of the intersection of Lily Pond Road and U.S. Highway Route 14), City of Woodstock, IL**
10. **Special Event Request - Downtown Crystal Lake Pride Walk and Social – June 2, 2024**
11. **City Code Amendment to Increase the Number of Class 7 Liquor Licenses – Applicant: Florio's Italian LLC, d/b/a Florio's Italian, 1540 Carlemont Drive, Unit A**
12. **Retailer Façade and Commercial Tenant Improvement Grant Funds request for Florio's Italian, 1540 Carlemont Drive, Unit A, requesting $10,000 in matching grant funds**
13. **Commercial Façade Improvement Grant Funds request for KD Market, 29 Crystal Lake Plaza, requesting $30,000 in matching grant funds**
14. **131 N. Main Street, Prado Market – Special Use Permit to allow three (3) internally illuminated wall signs in the Downtown District**
15. **Intergovernmental Agreement for the McHenry County Police Social Work Program**

16. Prohibition of Excessive Engine Braking – IL Route 176 from Walkup Avenue to Erick Street

17. Bid Award - 2024 Sidewalk Cutting Program, Municipal Partnership Initiative (MPI)

18. Designation and Donation of Surplus Property

19. Designation and Auction Sale of Surplus Property

20. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a purchase agreement for the purchase of a 2001 Pierce Rescue Vehicle with the City of La Crosse, WI

21. Public Hearing for the Annual Budget for the 2024B Fiscal Year; and Adoption of the Annual Budget Ordinance, Salary Ordinance, Ordinance amending Section 515, Water and Sewer, of the City Code, and Ordinance amending Section 241, Fees, of the City Code, Ordinance repealing Article XII of Chapter 496, Motor Vehicle Licenses, of the City Code and Ordinance amending Section 33, Fire Rescue Department, of the City Code

22. Council Inquiries and Requests

23. 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

24. Reconvene to Regular Session

25. 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: April 16, 2024

Item: Adopt-A-Highway Program - Application Approval

Staff Recommendation: Motion to adopt a Resolution approving and authorizing the City Manager to execute an agreement with Blackhawk Network, Inc. to adopt the following roads: Knaack Boulevard, Dakota Street, Millennium Drive, and Beechcraft Lane for a two-year period, in accordance with the requirements set forth in the City of Crystal Lake Adopt-A-Highway Program

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

---

Background:
On June 4, 2019 the City adopted an ordinance [Ord. No. 7547] approving an Adopt-A-Highway program for City of Crystal Lake roads. This program allows private citizens of organizations, with an address in the City of Crystal Lake, to support the City's anti-litter efforts by allowing groups to adopt a section of City roadway for the purpose of litter collection. The program was established pursuant to the Illinois Adopt-A-Highway Act and is administered by the Director of Public Works.

Blackhawk Network, Inc., with offices located at 300 Millennium Drive, has applied to take part in the City's Adopt-A-Highway Program and has requested to adopt the following roads: Knaack Boulevard, Dakota Street, Millennium Drive, and Beechcraft Lane for a two-year period. If approved, the City Manager will execute an agreement with Blackhawk Network, Inc. providing for the group's participation in the Adopt-A-Highway Program. The Adopt-A-Highway Program agreement follows all requirements of the Illinois Adopt-A-Highway Act and all additional requirements set forth in the City of Crystal Lake's Adopt-A-Highway Program ordinance. The adoption of the of the roadways, as approved by the City Council, will expire two years following its approval unless extended by the applicant, with the approval of the Director of Public Works.

Recommendation:
City staff have reviewed Blackhawk Network, Inc.'s application to take part in the Adopt-A-Highway program and recommends a motion to adopt a resolution approving Blackhawk Network, located at 300 Millennium Drive, Crystal Lake, to adopt the following roads: Knaack Boulevard, Dakota Street, Millennium Drive, and Beechcraft Lane for a two-year period.

Votes Required to Pass:
Simple Majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that per 605 ILCS 120/1 et. seq., the "Illinois Adopt-A-Highway Act," the CITY approves Blackhawk Network, Inc. for adoption of the flowing roads: Knaack Boulevard, Dakota Street, Millennium Drive, and Beechcraft Lane for a two-year period, per the requirements set forth in the City of Crystal Lake Adopt-A-Highway Program.

DATED this **16th** day of **April, 2024.**

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Date Received: _____

City of Crystal Lake

Adopt-A-Highway Program Application

Application Type: First Time Applicant or Renewal

Group Name: Blackhawk Network

Street Address: 300 Millennium Drive

City, State, Zip: Crystal Lake, IL 60012

Type of Group: Civic Group or Not for Profit or Private Enterprise/Commercial

Number of participants: 30

Number of supervising adults: 4

Number of participants between the ages of 10-17: 0

Group Coordinator and Traffic Supervisor Steve VanWitzenburg steve.vanwitzenburg@BHN.com [redacted]

Name: Dru Schwartz Phone Numb[redacted] Email: dru.schwartz@BHN.com

Street Address: 300 Millennium Drive

City, State, Zip: Crystal Lake, IL 60012

Lettering to Appear on Adopt-A-Highway Sign:

Only 17 characters per line, maximum of 2 lines, leave space between words.

B	l	a	c	k	h	a	w	k								
N	e	t	w	o	r	k										

Section of roadway to be adopted:

First Choice:

Road Name: Knaack Blvd, Dakota Street, Millennium Drive, Beechcraft Lane

Second Choice:

Road Name: _____

Each group shall sign an agreement with the City of Crystal Lake before participating in the program.

Signature of Group Coordinator: Steve VanWitzenburg Date: 4/3/2024

Please return all forms to: 100 W. Woodstock St. Crystal Lake, IL 60014 ATTN: Public Works

City of Crystal Lake

Adopt-A-Highway Program Agreement

The City of Crystal Lake and Blackhawk Network recognize the need for litter-free roadways and are entering into this agreement in an effort to contribute towards the maintenance of litter-free roadways.

By signing below, the Group acknowledges the hazardous nature of the work and agrees to comply with all terms and conditions as set forth by the City of Crystal Lake and the Illinois Adopt-A-Highway Act.

The Group, its members, volunteers and agents shall assume all responsibility for, and hold the State of Illinois and the City of Crystal Lake (including their officials, employees, and agents) harmless from any and all claims or actions resulting from the Group's volunteers', agents' or members' work in the program, except for the negligent acts of the State of Illinois or the City of Crystal Lake (including their officials, agents or employees).

Members of the Group are jointly and severally bound by the terms and conditions of this agreement. The Group and the City of Crystal Lake will fulfill their respective responsibilities as set forth in the agreed upon terms. The signature of the Group Coordinator and each volunteer (or legal guardian of volunteers under 18 years of age) shall act as acknowledgement of the conditions set forth by the City of Crystal Lake for this program.

The City of Crystal Lake recognizes that this Group shall adopt for a two year period, unless through cancellation, the section of the road hereby known as:_____ and the Group accepts responsibility of picking up litter at least four times per year during this agreed upon time frame.

Blackhawk Network
Group Name

_____
City of Crystal Lake

Dru Schwarda / Steve VanWitzenburg
Group Coordinator

_____
Date

Volunteer or Parent/Legal Guardian of Volunteer

_____

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Special Event Request - Lakeside Legacy Foundation - 2024 Lakeside Fest, Street Closure and Police Assistance Fee Waiver – July 4 through July 7, 2024

Staff Recommendation: Motion to approve the Special Event request for the 2024 Lakeside Fest, including Street Closure, pursuant to the recommended conditions listed below and a waiver of the Police Officer assistance fees ($19,567.42)

Staff Contact: Elizabeth Maxwell, City Planner
Laurrie Fitzgerald, Support Services Coordinator

Background:

The Lakeside Legacy Foundation is currently planning the 2024 Lakeside Festival on July 4 through July 7, 2024. The Lakeside Festival is one of McHenry County's largest festivals, and attracts around 50,000 people every year. The festival will be operated as it has been in the past, with two stages for live entertainment, a carnival featuring rides and midway games, food vendors from the area, and other fun events. The daily schedule of the event is:

- Thursday, July 4: 3:00 PM to 11:00 PM
- Friday, July 5: Noon to 11:00 PM
- Saturday, July 6: Noon to 11:00 PM
- Sunday, July 7: Noon to 10:00 PM

Similar to previous years, the fireworks will take place on the last day of the Festival on Sunday, July 7th.

Last year, the City Council granted the waiver of the Police Officer assistance fee. The applicants are requesting the waiver of this fee again this year. This year's Police Officer assistance fee is estimated to be $19,567.42.

The application has been reviewed and the following conditions are recommended:

1. Comply with all City Code regulations pertaining to the request.
2. Comply with all of the Carnival License requirements.
3. Comply with Class 21 Liquor License requirements.
4. All carnival operators must be in compliance with the Illinois Carnival and Amusement Rides Safety Act, which includes requirements for hiring of carnival workers, criminal background checks, substance abuse policy, operator training standards, and penalties for violations. Prior to the event, the carnival operator must provide the Crystal Lake Police Department with a list of all employees who will work on the premises of the public event, including their legal name, date of birth, home address, and social security number and proof that said employees have undergone the required background checks.
5. All patrons are required to wear a nontransferable, one use only, disposable wristband identifying them as patrons of the beer garden.
6. Provide a list of members of the organization who will be selling beer and alcohol at the location pursuant to the license.
7. The area where alcohol is sold must be in a contained location.
8. Signage shall be provided indicating that alcoholic beverages may not be taken into or out of the beer garden location.
9. The applicant will provide a Proof of Insurance for Liquor sales.
10. Trash must be picked up on a daily basis.
11. There must be sufficient lighting around the portable toilet area.
12. Any lighting should be placed so as not to disturb the neighbors.
13. The event sites are subject to a life safety inspection by the Community Development, Fire Rescue, and Police Departments prior to the start of the festival.
14. The petitioner shall work with the City regarding parking for the festival. In addition to on-site parking for the event, the petitioner has requested from the Park District the use of the "triangle" and the Main Beach lot for parking. Also, the petitioner has requested the use of District 47's South Elementary and Lundahl parking lots for parking.
15. The Lakeside Festival is exempt from the City's Noise Ordinance (City Code Chapter 358).
16. A meeting with the Police, Fire Rescue, and Public Works Departments of the City, the Crystal Lake Park District Police, Lakewood Police, and event organizers to discuss the Incident Action Plan shall be scheduled one month before the event and held at the Municipal Complex. Contact Ryan Coutre of the Police Department at 815-356-3700 ext. 3733 to schedule this meeting.
17. Uniformed City of Crystal Lake Police Officers will be on the grounds during all hours of the festival operation in the following numbers:
18. Provide Police assistance, as required in the pre-planning meeting with City Departments.
20. The Women of Today will be required to apply for a parade permit for the children's bike decorating parade on Lake Shore Drive and Country Club Road and coordinate the logistics of the parade through the Crystal Lake Police Department. The Police Department will use two squad cars to assist with the parade.
21. In the event of inclement weather during the festival, South Elementary School and Lakeside Legacy Foundation will be used as sheltering sites.
22. Additional emergency exits are required due to the potentially high occupant loads. Provide an emergency exit near the main stage area which shall exit to Ringling Rd. Provide an emergency exit in the vender area exiting to Country Club Rd. Post signs

identifying the emergency exits and they shall be maintained free of obstructions at all times.

23. Tents and canopies used for this event must comply with the Tent Guidelines (enclosed).
24. The drive around the building shall be maintained and remain fully accessible for emergency responding vehicles.
25. An approved means of fire apparatus access shall be provided. Barricades shall be placed so that firefighter/paramedics are able to easily move them if emergency vehicles need access.
26. Generators, if used, shall be a minimum of 20 feet from any tents/canopies and protected from the public by fencing, enclosure, or other approved means. Each generator shall be provided with an approved portable fire extinguisher.
27. Electrical equipment and wiring shall be listed and labeled for outdoor use.
28. LP-gas such as containers, tanks, piping, hoses, fittings, valves, tubing and other related components shall be approved and in accordance with Chapter 61 and the International Fuel Gas Code. LP-gas containers and tanks shall be located outside. Pressure relief devices shall be pointed away from the tent or membrane structure. Portable LP-gas containers, tanks, piping, valves and fittings shall be adequately protected and secured to prevent unauthorized movement.
29. All food trucks are required to be inspected and obtain a certificate of inspection from the City of Crystal Lake prior to the event for that calendar year. A list of inspected and approved food trucks may be obtained from The City of Crystal Lake.
30. The stages shall have the manufacturer's specifications on site for wind speed restrictions and design criteria.
31. A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather. 31. Please contact the Fire Prevention Bureau at (815) 356-3640 a minimum of 3 days prior to the event to arrange for the required inspections. The inspection of the entire venue, including the carnival, is required on the day of the event prior to opening to the public.
32. Provide male and female accessible restroom facilities.
33. Obtain any necessary approvals from the McHenry County Department of Health.
34. 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.
35. To be consistent with prior years' approval and other similar events, this event on Sunday, July 7, 2024 must end by 10pm.
35. Alcohol sales must stop ½ hour before closing time each night; 10:30pm on Thursday, Friday and Saturday and 9:30pm on Sunday.

Police Department Chargeback Waiver

The Lakeside Festival will require staffing officers and supervisors as the City has provided in the past. The estimated cost of Police assistance for the Lakeside Festival is approximately $19,567.42. As stated above, the applicant has requested to waive these fees, and the City Council has granted this request in the past.

Votes Required to Pass:

Simple majority vote

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

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

Owner Information

Name: Lakeside Legacy Foundation

Address: 401 Country Club Rd.

Phone: 815-455-8000

E-mail: [redacted]

Project Name & Description: Lakeside Festival

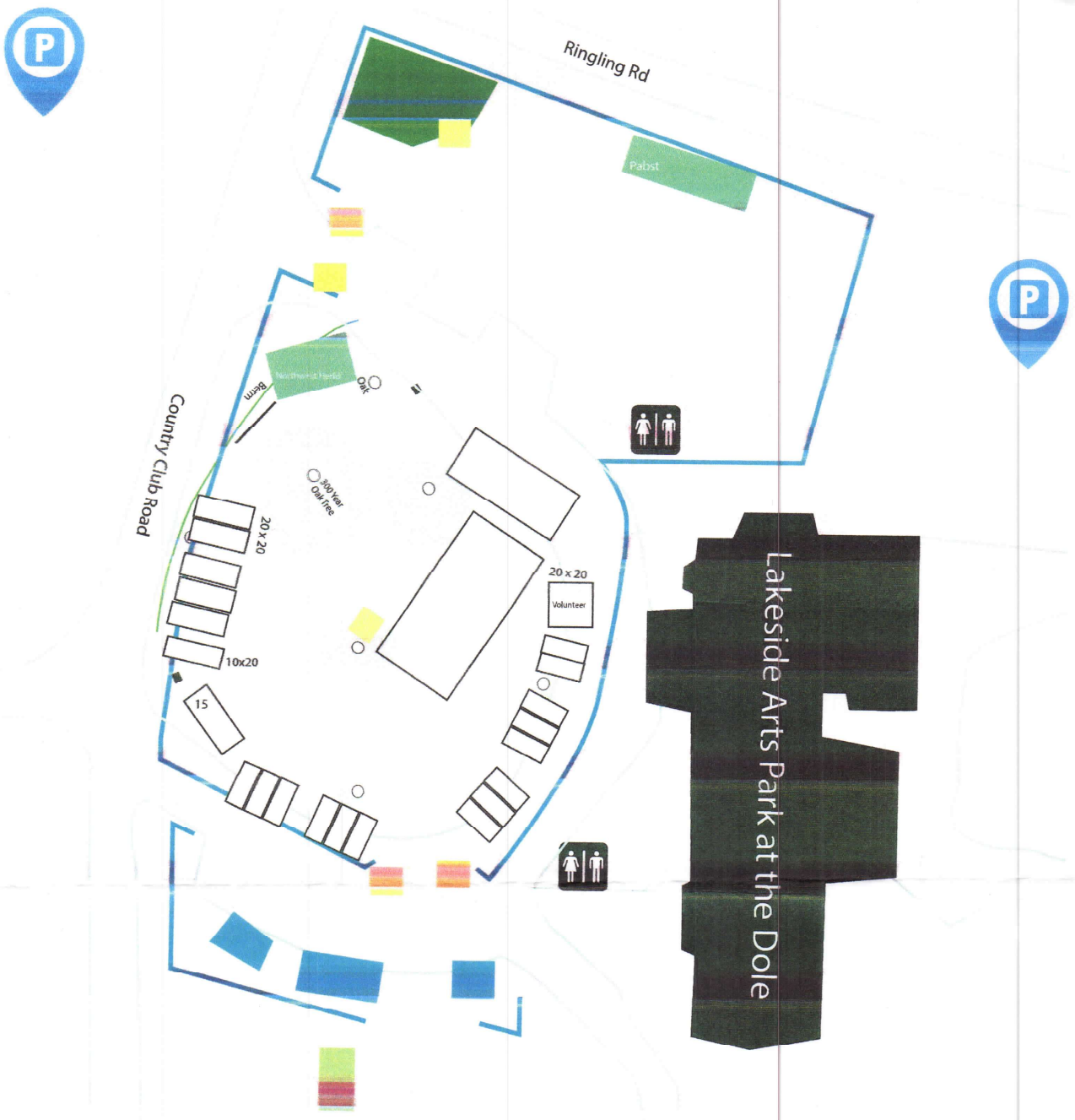
Project Address/Location: 401 Country lub rd.

Signature

Ronald W. Russell 03/15/24

Owner: Print and Sign name Ronald W Russell Date

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



Carnival

- Stages
- Baggo Area
- Carnival Ticket Sales
- Family Program Area

LLF Tents

- Taste by the Lake Enterances
- Drink Tickets
- Tent for Baggo

- Fencing

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: The Quarry Cable Park Events and Live Music Consideration

Staff Recommendation: 1. Motion to approve live outdoor music on all Friday and Saturday nights through October 1 in 2024, pursuant to the conditions recommended in this agenda supplement; and,

2. Motion to approve the Special Event application from the Quarry Cable Park for use of the Three Oaks Recreation Area for the Oktoberfest event on Friday and Saturday, September 20 and 21, and the Merry Market event on Friday and Saturday, November 8 and 9.

Staff Contact: Nick Hammonds, Assistant City Manager

Background:

The Quarry Cable Park has requested a Special Event permit to host events at their location at the Three Oaks Recreation Area. Pursuant to section 5.08 (l) of the Concessionaire and Property Use Agreement, the Quarry Cable Park shall receive Special Event approval for all events involving "tournaments, special advertising displays, live bands, special promotions, outside vendors, night use, and/or large groups of people that could exceed the available parking space. The review of these events will be reviewed on a case-by-case basis." The following special events are proposed in 2024.

Event	Date	New / Recurring
Oktoberfest	Friday and Saturday, Sept. 20 and 21 (tentative)	Recurring
Merry Market	Friday, November 8, and Saturday, November 9	Recurring

All events and all related activities will be contained in the designated premises outlined in the Property Use Agreement. The Police Department, Fire Rescue Department, Public Works Department, and Three Oaks Recreation Area staff have reviewed and approved the following events proposed by the Quarry Cable Park.

Friday, September 20, and Saturday, September 21, 2024: Oktoberfest

This event is proposed for Friday, September 20 from 6:00 p.m. to 9:00 p.m. and on Saturday, September 21 from 12:00 p.m. to 3:00 p.m. This event will include Oktoberfest themed food and drinks, as well as live music. Previous event attendance in 2023 was 300 to 400 people. The Quarry Cable Park will coordinate with the Fire Rescue Department to establish occupancy load for the event.

Friday, November 8, and Saturday, November 9, 2024: Merry Market

This event is proposed for Friday, November 8, and Saturday, November 9, 2024. Previous event attendance was 130 people. This event will be similar to the events held in December 2018, 2019, 2021, 2022, and 2023, featuring artists with hand-crafted holiday gifts and accessories.

Live Music

Live music has been conducted in the past with no issues. A current schedule of live music events is attached; however, this is not an exhaustive list. The petitioner is requesting approval for live music events throughout the year on Friday and Saturday nights through October 1, 2024. The list includes live music on Sunday nights preceding the Memorial Day and Labor Day holidays.

Staff Conditions for All Events

City staff from the Fire Rescue and Police Departments have reviewed the request and do not have any concerns regarding the events, provided that the following conditions are met:

1. The Quarry Cable Park & Grille shall coordinate with the Crystal Lake Fire Rescue and Police Departments, and Three Oaks Recreation Area staff regarding assistance during each event, including coordinating with the Fire Rescue Department regarding occupancy limits.
2. Provide a layout for each event showing the locations of the various event activities.
3. Provide and maintain emergency access (boat launch) to the North Lake for rescue purposes during the entire event.
4. Provide 20-foot access lane(s) for emergency vehicles to gain access to the building, Fire Department Connection, and the event site.
5. Fire hydrants located on or near the property must remain unobstructed and "No Parking" signs posted.
6. Provide a site plan at least 30 days prior to the event for any tents/canopies, if used, to ensure compliance.
7. Any barricades used to restrict traffic or pedestrians must be easily moveable or manned by event staff should an emergency occur during the event hours.
8. Provide adequate lighting for participants during night hours.
9. If a standby ambulance is being requested, contact the Fire Department at least 30 days prior to the event to discuss scheduling and associated fees.
10. All debris created by the event shall be cleaned up during and after the event.
11. Petitioner must adhere to the required City insurance provisions.
12. In the case of inclement weather, alternate dates can be approved by the City Manager.

The applicants have been made aware of these recommended conditions. The application materials and current band schedule have been attached for reference.

Votes Required to Pass:

Simple majority vote of the City Council.

Band Schedule - 2024 Tentative Band Line-up



Friday, May 10: Mother's Day Spring Market (4-9pm)
Saturday, May 11: Mother's Day Spring Market (11am-4pm)
Friday, May 24: Irish Goodbye (7-10pm)
Saturday, May 25: Jimmy Marquis (7-10pm)
Sunday, May 26: Mark Delmonico (7-10pm)
Friday, May 31: Wait, What? (7-10pm)
Saturday, June 1: Gener8r (7-10pm)
Friday, June 7: Gina Gonzalez & Brian Samson (7-10pm)
Saturday, June 8: Mackenzie O'Brien (7-10pm)
Thursday, June 13: Swifties Summer Eras Party (5-11pm)
Friday, June 14: 28 Days Duo (7-10pm)
Saturday, June 15: Dollar Giraffes (7-10pm)
Sunday, June 16: TBD (7-10pm)
Friday, June 21: Pino Farina (7-10pm)
Saturday, June 22: TBD (7-10pm)
Friday, June 28: In the Stix (7-10pm)
Saturday, June 29: TBD (7-10pm)
Friday, July 5: TBD (7-10pm)
Saturday, July 6: TBD (7-10pm)
Friday, July 12: Irish Goodbye (7-10pm)
Saturday, July 13: Semple (7-10pm)
Friday, July 19: Blue Shield Band (7-10pm)
Saturday, July 20: Gener8r (7-10pm)
Friday, July 26: Jimmy Marquis (7-10pm)
Saturday, July 27: Whiskey Romance (7-10pm)
Friday, August 2: Gritman & Moran Duo (7-10pm)
Saturday, August 3: Mackenzie O'Brien (7-10pm)
Friday, August 9: Dangerous Joes (7-10pm)
Saturday, August 10: Pino Farina (7-10pm)
Friday, August 16: Gina Gonzalez & Brian Samson (7-10pm)
Saturday, August 17: TBD (7-10pm)
Friday, August 23: Wait, What (7-10pm)
Saturday, August 24: Jimmy Marquis (7-10pm)
Friday, August 30: Irish Goodbye (7-10pm)
Saturday, August 31: Blue Shield Band (7-10pm)
Sunday, September 1: TBD (7-10pm)

2024 LIVE MUSIC & EVENT SCHEDULE		
Date	**Time**	**Band**
March		
March 16	2-4 | 5-7	Jimmy Marquis | St. Pat's
May		
May 10	4pm-9pm	Mother's Day Spring Market
May 11	11am-4pm	Mother's Day Spring Market
May 24	7p-10p	Irish Goodbye
May 25	7p-10p	Jimmy Marquis
May 26	7p-10p	Mark Delmonico
May 31	7p-10p	Wait, What? (Duo)
June		
June 1	7-p-10p	Gener8r
June 7	7p-10p	Gina Gonzalez & Brian Samson
June 8	7p-10p	Makenzie O'Brien
June 13	5p-11p	Swifties Summer Eras Party
June 14	7p-10p	28 Days Duo
June15	7p-10p	Dollar Giraffes
June 16 *Father's Day	TBD	
June 21	7p-10p	Pino Farina
June 22	7p-10p	
June 28	7p-10p	In the Stix
June 29	7p-10p	
July		
July 5	7p-10p	
July 6	7p-10p	
July 12	7p-10p	Irish Goodbye
July 13		Semple
July 19	7p-10p	Blue Shield Band
July 20	7p-10p	Gener8r

July 26	7p-10p	Jimmy Marquis
July 27	7p-10p	Whiskey Romance (Country)
August		
August 2	7p-10p	Gritman & Moran Duo
August 3	7p-10p	Makenzie O'Brien
August 9	7p-10p	Dangerous Joes
August 10	7p-10p	Pino Farina
August 16	7p-10p	Gina Gonzalez & Brian Samson
August 17	7p-10p	
August 23	7p-10p	Wait, What? (Duo)
August 24	7p-10p	Jimmy Marquis
August30	7p-10p	Irish Goodbye
August 31	7p-10p	Blue Shield Band
September		
September 1		
September 2		
October		
November		
November 8	4pm-9pm	Merry Market
November 9	11am-4pm	Merry Market
December		

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: COUNTY ZONING REQUEST

Lily Pond Road – Part of PIN 13-23-100-022 (north of the intersection of Lily Pond Road and U.S. Highway Route 14)
City of Woodstock, IL

Recommendation: City Council's discretion.

a) Motion to object to the proposed Reclassification of the subject property from "E-1" Estate District to "A-1" Agricultural District with a Conditional Use to allow for a commercial solar energy facility, directing staff to proceed with an objection to the County Hearing Officer

b) No action

Staff Contact: Elizabeth Maxwell, City Planner
Katie Rivard, Assistant City Planner

Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question is zoned "E-1" Estate District and consists of approximately 20 acres of a 29.53-acre parcel. The subject property is mostly crop production with some mature trees on the northeastern portion of the parcel.
- The subject property is surrounded by County zoning district "E-1" Estate District to the north and east, and "A-1" Agriculture District zoning to the south and west. Agricultural uses are to the north east and west, Single-Family Residential to the north, and Transportation/Communication/Utilities (railroad) and Earth Extraction (mining) to the south and west.
- The County's 2030 Land Use Plan identifies the subject property as Estate. The 2020 Comprehensive Plan, and the 2030 and Beyond Analysis Update supports the construction of commercial solar energy facilities within existing agricultural areas.

- The City of Crystal Lake's 2030 Comprehensive Plan identifies this property as Agriculture Rural Residential.
- In 2019, the County Board denied the same request on this property. The Zoning Board recommended approval of the Conditional Use, but no recommendation on the Reclassification. At the time, the Zoning Board discussed whether or not anyone would consider residential at this location given the surrounding uses. Those Zoning Board members opposed to the Reclassification cited the inconsistency with the Future Land Use Map and potential future uses that would not be allowed in the "E-1" zoning district.

Request:

- The petitioners are requesting a reclassification from "E-1" Estate District to "A-1" Agricultural District and a conditional use to allow for a commercial solar energy facility. The solar farm will take approximately 20 acres of the 29.53 acres.
- The County requires a Conditional Use Permit for Solar Farms in the "A-1" Agriculture, "O" Office/Research, "I-1" Light Industrial and "I-2" Heavy Industrial zoning districts.
- Per Staff's assessment, they noted that both the 2030 Comprehensive Plan and the 2030 and Beyond Update support commercial solar energy facilities. The proposed use is compatible with the surrounding uses. There will be very little to no traffic, and minimal risk of noise, lighting or other nuisances created by this use.
- Height: The solar array will be no more than 15 feet in height.
- Setbacks: The panels will be setback a minimum 50 feet from the lots lines. The nearest adjacent residence on a nonparticipating parcel is over 150 feet from the proposed location of the solar array.
- Safety/Security: There will be an eight (8) foot high fence.
- Landscaping: The site will be planted with "low-profile" native prairie species with a mix appropriate for the region and soil conditions. Existing natural vegetative buffer along the south, east and west sides will remain.
- Access into the site is a 20-foot gravel road.
- Decommissioning of the site includes removal of the solar facility and will return to agricultural production or an alternative use.
- The City of Crystal Lake requires a Special Use Permit for solar farms in the F – Farming, M-L Manufacturing Limited and M – Manufacturing zoning districts, subject to the following criteria:
    - The entire project site shall be surrounded with landscape and a fabric-wrapped chain link fence, which would screen the property from any roadways or public driveways.
    - The grounds in and around the panels shall be repurposed for wildflowers or agriculture. A landscape plan is required.
    - One ten-foot-wide paved drive shall provide access around the entire site.
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

Votes Required to Pass: A simple majority.

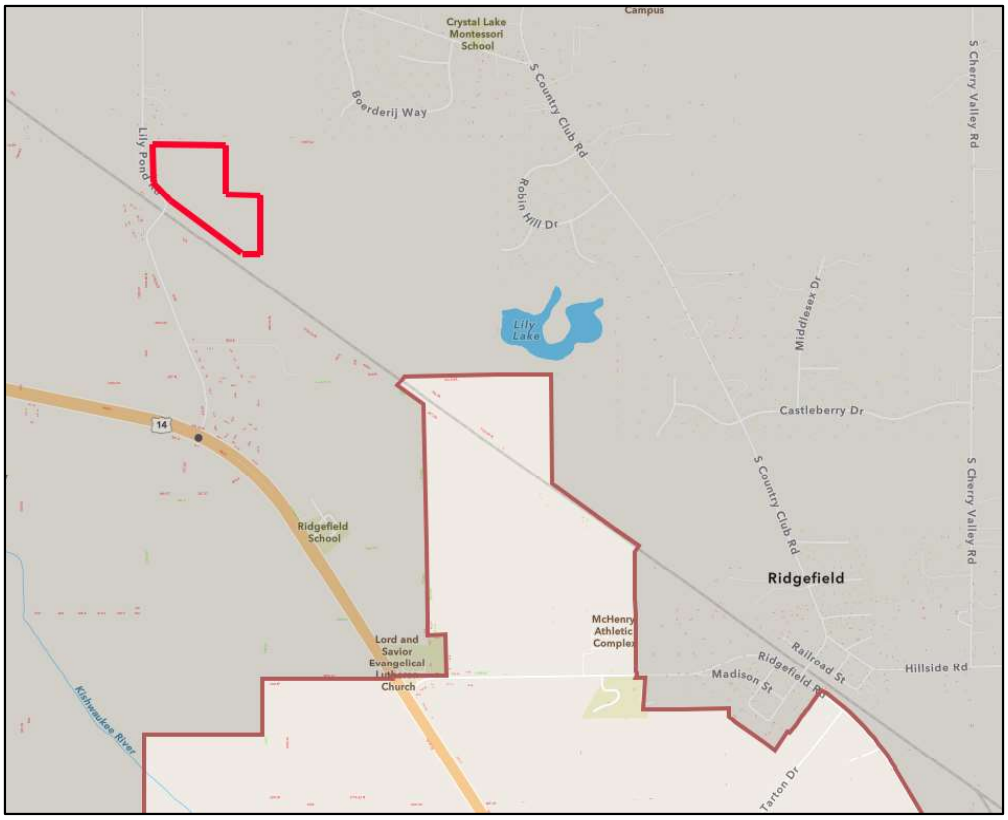
PIQ Map

Lily Pond Road, Woodstock, IL

Dorr Township

Approximately 0.4 miles outside of City Limits





McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

April 25, 2024, 1:30 PM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Pages

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **NEW BUSINESS / PUBLIC HEARING**
   - 3.1 2023-041 OneEnergy Development, LLC, Dorr Twp, E1-A1C — 2
   - 3.2 2023-042 OneEnergy Development, LLC, Chemung Twp, A1-A1C — 122
4. **OLD BUSINESS**
5. **PUBLIC COMMENT**
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. **ANNOUNCEMENTS**
7. **ADJOURNMENT**

Staff Report for the McHenry County Zoning Board of Appeals

Application: #2023-041

PIN: Part of #13-23-100-022

Address: Lily Pond Road, Woodstock, Illinois

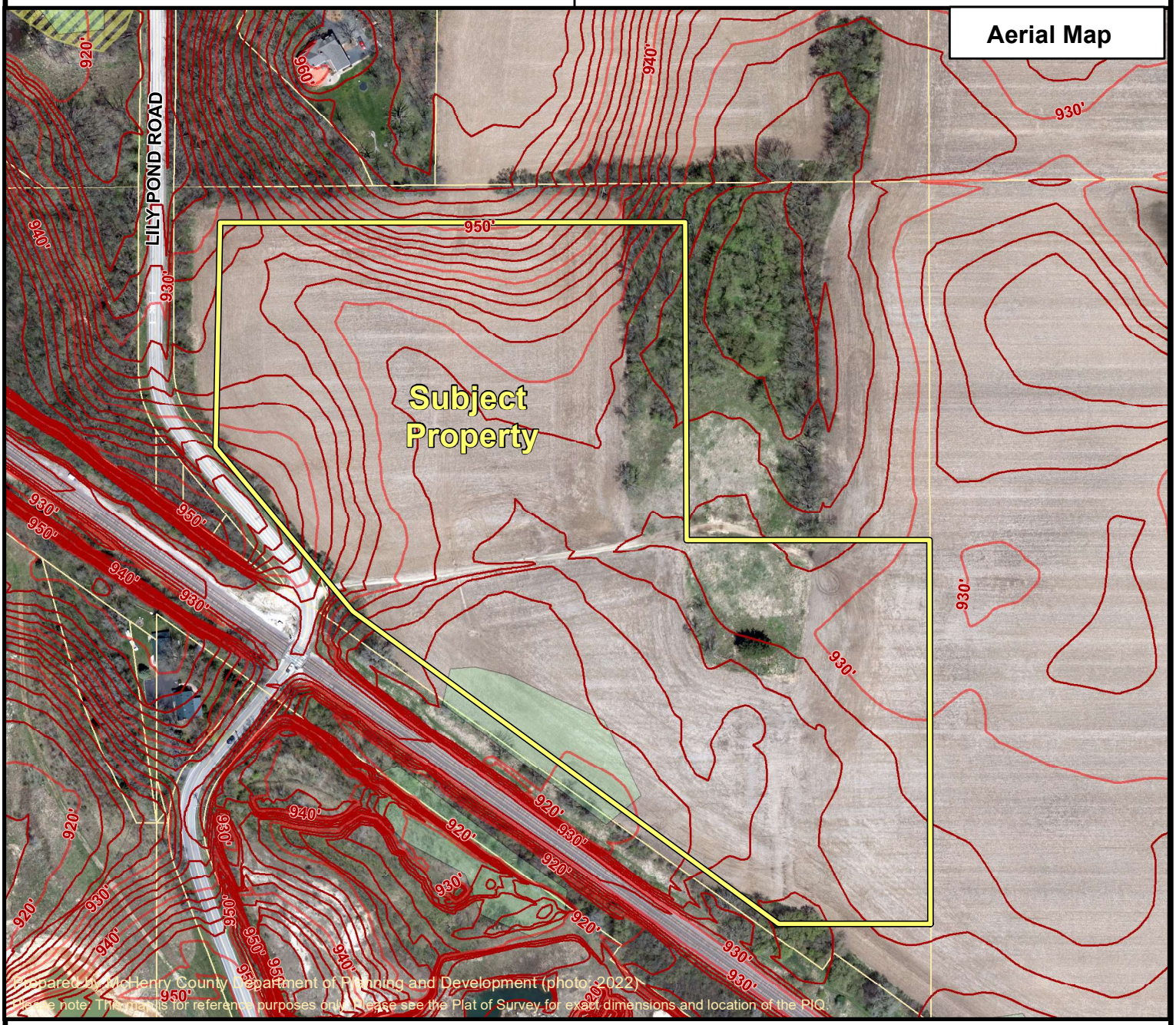
Location: The property consists of approximately twenty (20) acres and is located approximately one-half (.5) mile north of the intersection of Lily Pond Road and U.S. Highway 14, in Dorr Township, Illinois.

Hearing: April 25, 2024

Applicant: OneEnergy Development, LLC

Request: Reclassification from the "E-1" Estate District to the "A-1" Agriculture District and Conditional Use Permit to allow for a Commercial Solar Energy Facility

Aerial Map



Elevation (feet above sea level)
Contours

Historic Flood Zone

High Quality Wetland (ADID)
High Functional Value Wetland (hfvw)
Wetland (w)
Farmed Wetland (fw)

Feet
125 62.5 0 125 250
1 inch equals 250 feet

STAFF COMMENTS

The following comments and conclusions are based upon staff analysis and review prior to this hearing and are to be considered viable unless evidence is established to the contrary. Staff may have additional comments based upon the testimony presented during the public hearing.

BACKGROUND & REQUEST SUMMARY

The applicant is requesting Reclassification from the "E-1" Estate District to the "A-1" Agriculture District and a Conditional Use Permit to allow for a Commercial Solar Energy Facility. The subject property consists of approximately twenty (20) acres and is zoned "E-1" Estate District. According to aerial photography, the property is currently largely in crop production, with some mature trees located in the northeastern portion of the parcel.

According to the zoning application, the applicant is proposing a two (2)-megawatt commercial solar energy facility, enclosed by an eight (8)-foot security fence, per the regulations of the National Electric Code. The nearest adjacent residence on a nonparticipating parcel is over one hundred fifty (150) feet from the proposed location of the solar array.

On January 27, 2023, the State of Illinois passed Public Act 102-1123 (further modified under trailer bill P.A. 103-0580 on December 8, 2023), which modifies regulations for proposed commercial solar energy facilities. The County of McHenry has amended the Unified Development Ordinance, as of April 18, 2023, in order to comply with the State's regulations.

Zoning Application #2018-052 was previously filed for the same request on this property and was denied by the County Board on January 15, 2019. The Zoning Board of Appeals recommended approval of the Conditional Use by a vote of 5 to 2, and had no recommendation on the Reclassification, by a vote of 4 to 3. Discussion by the Zoning Board members at that time involved whether anyone would consider building a residential subdivision in the vicinity of an Earth Extraction operation and busy railroad. It was noted that the property has continued to be utilized as cropland for many years and that agricultural zoning would help to protect the Class III Groundwater Area. Some of the Zoning Board members were opposed to the Reclassification request, citing inconsistency with the Future Land Use Map and potential for future requests for development that would not be allowed within the "E-1" District. One of the Board members pointed out that, while the Reclassification request was not consistent with the Future Land Use *Map*, it was consistent with the text of the 2030 and Beyond Plan. Upon consideration of the Zoning Board of Appeals recommendations, the McHenry County Board denied the requests by a vote of 6 to 17.

Note: Commercial Solar Energy Facilities are not permitted within the "E-1" Estate District. The Reclassification portion of this request must be approved in order for the Conditional Use Permit to be granted.

MCHENRY COUNTY UNIFIED DEVELOPMENT ORDINANCE

- The applicant must meet the Principal Use Standards for a Solar Farm, listed in County Code Section 16.56.030.PP of the UDO (*with the exception of any changes provided by Public Act 102-1123, as outlined above*).
- The Petitioner must meet the Approval Standards for Map Amendment, listed in County Code Section 16.20.010.E.1 of the UDO.

STAFF ANALYSIS

Current Land Use & Zoning

The property is adjacent to Agricultural uses to the north, east, and west, as well as Single-Family Residential use to the north, and Transportation/Communication/Utilities (railroad) and Earth Extraction (mining) to the south. The property is adjacent to E-1 Estate zoning to the north and east, and A-1 Agriculture District to the south and west.

2030 Comprehensive Plan Future Land Use Map

The proposed conditional use permit is not consistent with the County's future land use designation of Estate. However, the use of the property could revert to Estate zoning and usage after the life of the project, if deemed appropriate at that time. It is also consistent with the designations of Agriculture and Agriculture Rural Residential from the cities of Crystal Lake and Woodstock.

2030 Comprehensive Plan & 2030 and Beyond Analysis

The 2030 Comprehensive Plan and 2030 and Beyond Update support the construction of commercial solar energy facilities within existing agricultural areas. *(See analysis below)*

McHenry County 2030 and Beyond, Adopted October 18, 2016

Big Idea #1 Let's make our communities healthy, active, and green

"We can make it happen by preserving our groundwater aquifers, lakes, rivers, streams, and their natural functions." (p.11)

- The McHenry County Water Resources Division has determined that the panels will not be calculated as an impervious surface for the development permit. This is because the panels are proposed to be elevated above the ground several feet and supported by driven piles. The petitioner will be required to obtain a Stormwater Management Permit which will include calculations for all impervious areas, including but not limited to the piles, access drives, and equipment pads.

Big Idea #2 Let's build on our strengths

"We can make it happen by recognizing the economic and social importance of our agricultural industry." (p. 15)

- The McHenry County Soil and Water Conservation District's Natural Resources Inventory report (#23-079-4539) indicates that the LE score is 77.45 out of a possible 100 regarding soils for crop production. This is due to approximately 67.54% of the site containing prime farmland soils. The concerns that the development of solar facilities in the county will result in the loss of farmland, particularly prime farmland can be remediated because, unlike other forms of development, the land is preserved for future farming. Also, the proposed native vegetation may slow the velocity of runoff, capturing sediments or other pollutants and allowing water to infiltrate into the soil, thereby reducing potential for erosion and sedimentation and improving soil conditions.

Big Idea #3 Let's grow smarter

"The county should also be open to commercial enterprises in the unincorporated areas that are major generators of jobs or tax revenues for which no suitable municipal sites exist elsewhere in the county, or that are dependent upon a direct proximity to agriculture or open space and designed in harmony with these areas." (p. 17 & 21)

- Due to the size and scale of the project, undeveloped acreage is important to the siting and development of a commercial solar energy facility. The applicant should be prepared to address how the proposed use relates to the statement above regarding generation of jobs, tax revenues, and siting of the facility.

Big Idea #4 Let's expand our economy

"We can make it happen by improving infrastructure, including freight and commuter rail, access to major regional and interstate roadways, and access to high-speed internet services." (p.22)

- The proposed commercial solar energy facility will provide a renewable energy source to the electrical grid as an alternative to energy created from sources with a larger carbon footprint.

McHenry County 2030 Comprehensive Plan, Adopted April 20, 2010

Community Character & Housing

No applicable text.

Agricultural Resources

"Encourage owners of parcels with the greatest potential for productive agricultural use, such as parcels with an LE score of 80 or above that are in agricultural use and contiguous with other such parcels, to preserve their parcels for agricultural uses." (p. 38, #7)

- Commercial solar energy facilities typically have a life of approximately thirty (30) to forty (40) years and after that time the property may return to agriculture.

"Continue joint participation with the USDA Natural Resources Conservation Service and McHenry County Soil and Water Conservation District in educational programs regarding best soil conservation practices and improving rural water quality." (p. 38, #20)

- The McHenry-Lake County Soil and Water Conservation District recommends that areas between panels be planted to a native prairie mix to help increase water infiltration and reduce runoff from the site. It is recommended that a planting and maintenance plan be developed with the landowner to ensure that noxious weeds are controlled, and native plantings are properly installed and managed. The petitioner is encouraged to add pollinator species to this planting plan. The Soil and Water Conservation District also recommends, upon decommissioning, that if any underground lines are to remain, they should have at least five (5) feet of cover to adequately allow farming operations to commence after the facility's removal.

Greenways, Open Space & Natural Resources

"Protect environmentally sensitive areas from negative impacts of adjacent land uses." (p.57, #9)

- The IDNR indicated protected resources may be in the vicinity of the project location. The Department evaluated the information provided and concluded that adverse effects are unlikely with regard to the Rusty-patched Bumble Bee. They made recommendations regarding the Gladstone Fen Class III Groundwater in order to avoid and minimize impact and noted that adverse effects would also be unlikely to this protected resource, if the recommendations are adopted. Consultation was terminated.

"Encourage the design of developments to achieve the broader sustainability of human and natural communities, including the social and economic dimensions of sustainability." (p. 57, #15)

- The proposed commercial solar energy facility will contribute to a broader sustainability objective in that it will produce clean energy as a replacement for energy produced by unsustainable means.

Water Resources

"Preserve and enhance the chemical, physical, biological, hydrologic integrity of streams, lakes and wetlands." (p.63)
"…land use and development should be carefully examined and regulated within sensitive groundwater recharge areas to ensure that the water quality, quantity, and natural recharge functions of the area are safely maintained." (p.67)

- The applicant will be required to obtain a Stormwater Management Permit prior to construction.

Economic Development

"Decrease the degree to which the residential sector in the County must pay for services." (p.87)

- The state legislature has approved standards that would regulate how commercial solar energy facilities are assessed for tax purposes. The standards would result in an increase from the current assessed value of agricultural land.

Infrastructure

"It is estimated that every 120 MW of solar power would eliminate 1.7 million tons of carbon dioxide emissions which is the equivalent of removing 310,000 vehicles from the nation's roadways annually. A 1,000 MW coal plant produces approximately 6 million tons of carbon dioxide per year." (p.116)
"Encourage all governmental units in the County to adopt and support ordinances that will enhance all segments of the areas electric grid." (p. 120, #5)
The proposed commercial solar energy facility is consistent with the *Comprehensive Plan* support of more sustainable energy sources.

STAFF ASSESSMENT

The 2030 Comprehensive Plan and the *2030 and Beyond Update* both support the development of commercial solar energy facilities. Once the facility is constructed, there is very little to no traffic generated by the use. There is very minimal risk of noise, lighting, or other nuisances generated by this use. The proposed use is compatible with adjacent uses. As noted within Public Act 102-1123, *a request for a Conditional Use Permit for a commercial solar energy facility shall be approved if the request is in compliance with the standards and conditions imposed within the Act, the zoning ordinance adopted consistent with this Code, and the conditions imposed under State and Federal statutes and regulations. A County may not adopt zoning regulations that disallow commercial solar energy facilities from being developed or operated in any district zoned to allow agricultural or industrial uses*. *Note: This request also includes Reclassification from the "E-1" Estate District to the "A-1" Agriculture District, which is not mandated by the State*. All construction will be required to meet applicable codes and ordinances for: fire protection, commercial building and electrical construction, and stormwater management.

Staff offers the following conditions for consideration:

1. The Conditional Use shall have no time limit, unless the use is abandoned as specified in 16.56.030.PP.4 of the McHenry County Unified Development Ordinance.

2. Site development shall be in substantial conformance with the site plan prepared by OneEnergy Renewables, received by the Department of Planning and Development on January 29, 2024 (attached).

3. The *Decommissioning Plan* shall be applicable in part as well as in whole. If any portion of the commercial solar energy facility ceases to perform its intended function for more than twelve (12) consecutive months, that portion of the facility shall be decommissioned in compliance with all the terms of the *Decommissioning Plan*.

4. A McHenry County Stormwater Management Permit shall be secured prior to construction. Any damaged drainage tiles shall be repaired at the expense of the Petitioner and in a manner satisfactory to the Water Resources Division Manager.

5. A detailed Landscape Plan illustrating compliance with required landscape screening standards and IDNR Pollinator Scorecard Standards and land management practices shall be approved by the Zoning Enforcement Officer prior to issuance of construction/building permit.

6. Fencing shall be provided in compliance with the National Electrical Code, as applicable. The use of barbed wire is prohibited. Setting fence posts in concrete is prohibited except for gate posts and where otherwise required for stability.

7. Recommendations made by the Illinois Department of Natural Resources in their September 1, 2023 letter to the applicants, with regard to protected resources in the vicinity of the project location, shall be followed.

8. All requirements of McHenry County Unified Development Ordinance §16.56.030.PP (as amended, subject to State of Illinois Public Act 102-1123 and Public Act 103-0580) shall be met or exceeded unless specifically amended by this Conditional Use Permit.

9. All other federal, state, and local laws shall be met.

16.56.030 Principal Use Standards

PP. **COMMERCIAL SOLAR ENERGY FACILITY**. Conditional use permits for a COMMERCIAL SOLAR ENERGY FACILITY shall have no time limit, unless the use is abandoned as specified in subsection PP.4. below (COMMERCIAL SOLAR ENERGY FACILITY: Abandonment), or the permit is revoked in accordance with § 16.20.040I. (Revocation of Conditional Use Permits).

1. Application.

a. A threatened and endangered species consultation (EcoCAT) from the Illinois Department of Natural Resources is required at the time of conditional use permit application for any site that is five (5) acres or greater in size and currently in agricultural use or undeveloped.

b. A site plan shall be provided showing all improvements, including structures, fencing, power lines (above and below ground), lighting, and landscaping, at a detail sufficient to understand the location, height, appearance, and area.

c. All other application submittal requirements outlined in the *Planning and Development Department Zoning Application Packet* as published on the McHenry County Website.

2. Site design.

a. Solar panels, structures, and electrical equipment, excluding fences and power lines for interconnection, shall be erected no less than fifty (50) feet from any lot line and no less than one hundred fifty (150) feet from any residence, other than a residence on the same ownership parcel.

b. No structures, excluding power lines for interconnection, may exceed twenty (20) feet in height. Power lines shall be placed underground to the maximum extent possible.

c. Lighting must comply with § 16.60.020 (Exterior Lighting).

d. Solar panels shall have a surface that minimizes glare and shall comply with § 16.60.040D. (Lighting and Glare).

e. The facility shall be situated as to minimize impacts to woodlands, savannas, wetlands, drainage tiles, and encroachment into flood plains. All site development shall comply with the Stormwater Management Ordinance. Any damaged drainage tiles shall be repaired.

f. In order prevent erosion, manage run-off, and provide ecological benefit, the facility shall be planted with “low-profile” native prairie species, using a mix appropriate for the region and soil conditions per Illinois Department of Natural Resources (IDNR) standards, as amended from time to time.

g. Fencing shall be provided in compliance with the National Electrical Code, as applicable. The use of barbed wire must comply with § 16.56.050H.1.c. of this Ordinance.

h. Any part of the facility that is within five hundred (500) feet of a NONPARTICIPATING RESIDENCE, or road right-of-way, shall be landscaped with an arrangement of native shrubs, subject to approval by the County Board, unless the facility is screened from view by existing vegetation.

i. Prior to building permit issuance, the operator shall prepare a landscape monitoring and maintenance plan to ensure the establishment and continued maintenance of the native prairie species, all installed landscape screening, and all existing vegetation that provides required landscape screening.

j. Prior to scheduled public hearing, the operator shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture (IDOA), as required by that department.

k. Prior to building permit issuance, the operator shall provide an executed road use agreement between the Applicant and the appropriate governing road and highway jurisdictions or the Illinois Department of Transportation (IDOT), showing approved entrances.

3. Safety.

a. Prior to construction, the operator shall prepare an emergency management plan acceptable to the County and the local fire district and shall be responsible for training of emergency personnel, as needed.

b. A sign shall be posted providing the name of the operator and a phone number to be used in case of an on-site emergency.

c. Access shall be granted, provided appropriate advance notice, for periodic inspection of the site by the County or the local fire district.

d. Damaged solar panels shall be removed, repaired, or replaced within sixty (60) days of the damage. The ground shall remain free of debris from damaged solar panels at all times.

4. Abandonment.

a. The COMMERCIAL SOLAR ENERGY FACILITY shall be considered abandoned if the operator fails to pay rent as specified in the Agricultural Impact Mitigation Agreement, or it ceases to generate electricity for a period of twelve (12) consecutive months. Reports of electrical power production shall be provided to the County upon request. An abandoned COMMERCIAL SOLAR ENERGY FACILITY must be decommissioned and removed within twelve (12) months from the time it is deemed abandoned. The operator may appeal in writing to the Zoning Enforcement Officer for an extension of time in order to remove the facility or to bring the solar farm back into operation.

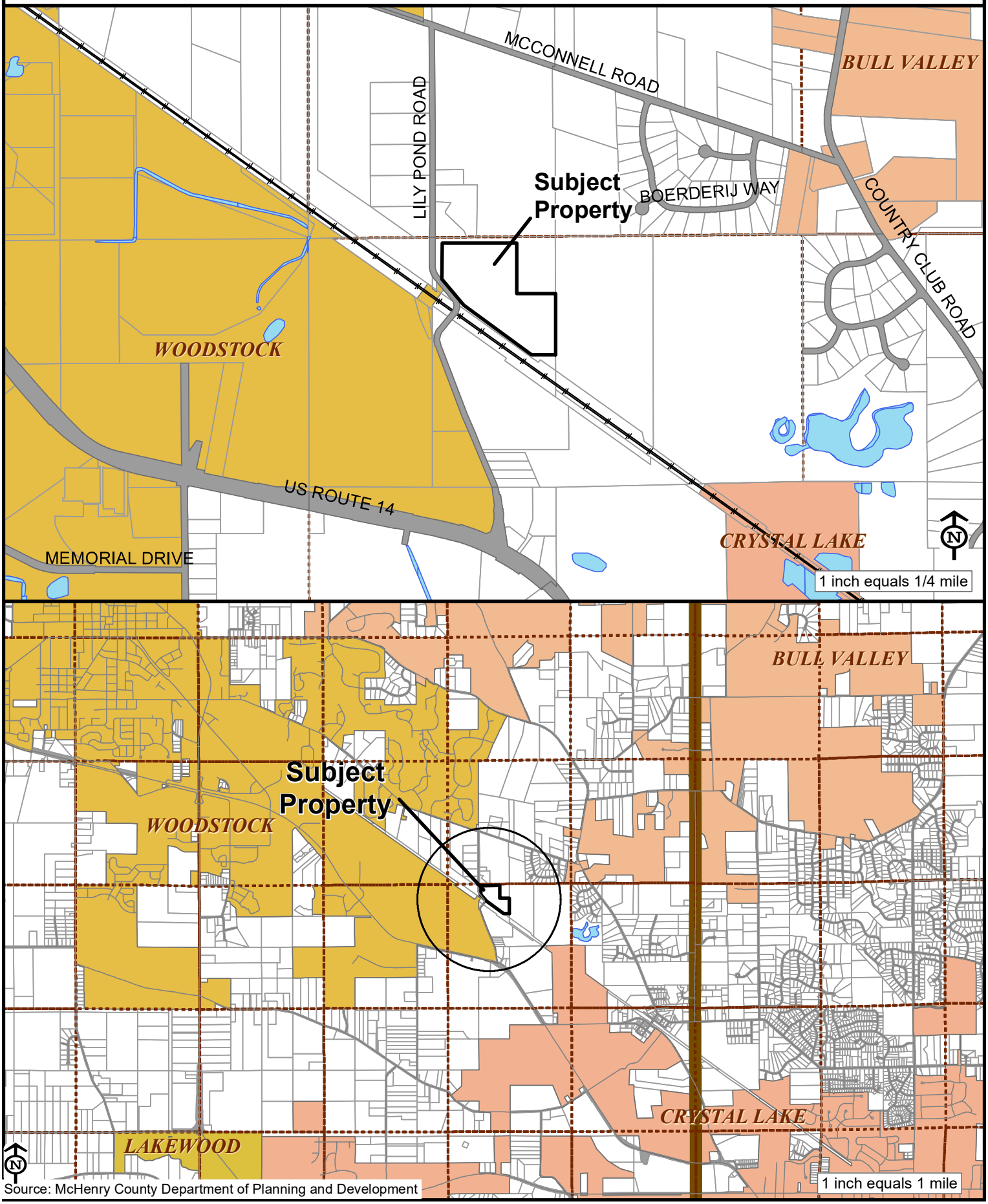
5. Decommissioning. Decommissioning and removal of the COMMERCIAL SOLAR ENERGY FACILITY shall be the responsibility of the operator upon abandonment or revocation of the conditional use permit. All operators shall comply with the following:

a. Prior to building permit issuance, the operator shall prepare a decommissioning plan which shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below ground). Access roads, fencing, groundcover, and landscaping may remain only by agreement of property owner.

b. Prior to building permit issuance, the operator shall submit an engineer's estimate of cost for decommissioning the facility and restoring the site in accordance with the approved decommissioning plan. Upon review and approval by the Zoning Enforcement Officer of the estimate, the operator shall obtain a bond, letter of credit, or other form of surety acceptable to the County to be held by the Department of Planning and Development in the amount of one hundred percent (100%) of the estimate. Provision of this financial assurance shall be phased in over the first eleven (11) years of the project’s operation or as otherwise provided in accordance with the executed Agricultural Impact Mitigation Agreement.

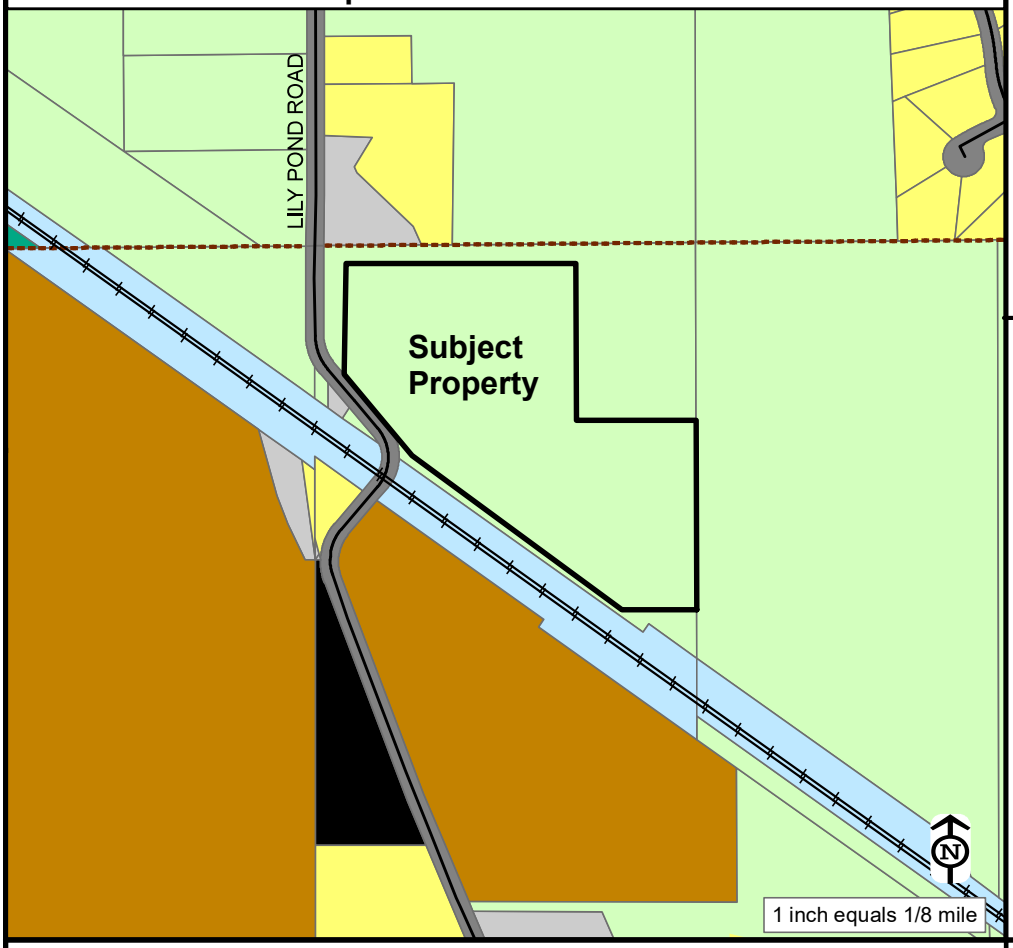
c. During the operation of the facility, a new engineer’s estimate of cost for decommissioning shall be submitted every ten (10) years to the Department of Planning and Development. Upon approval of the estimated costs by the Zoning Enforcement Officer, a revised surety shall be provided to the Department of Planning and Development in the amount of one hundred percent (100%) of the new estimate.

Location Map **Lily Pond Road, Woodstock, Illinois** **Dorr Township**



Source: McHenry County Department of Planning and Development

Current Land Use Map



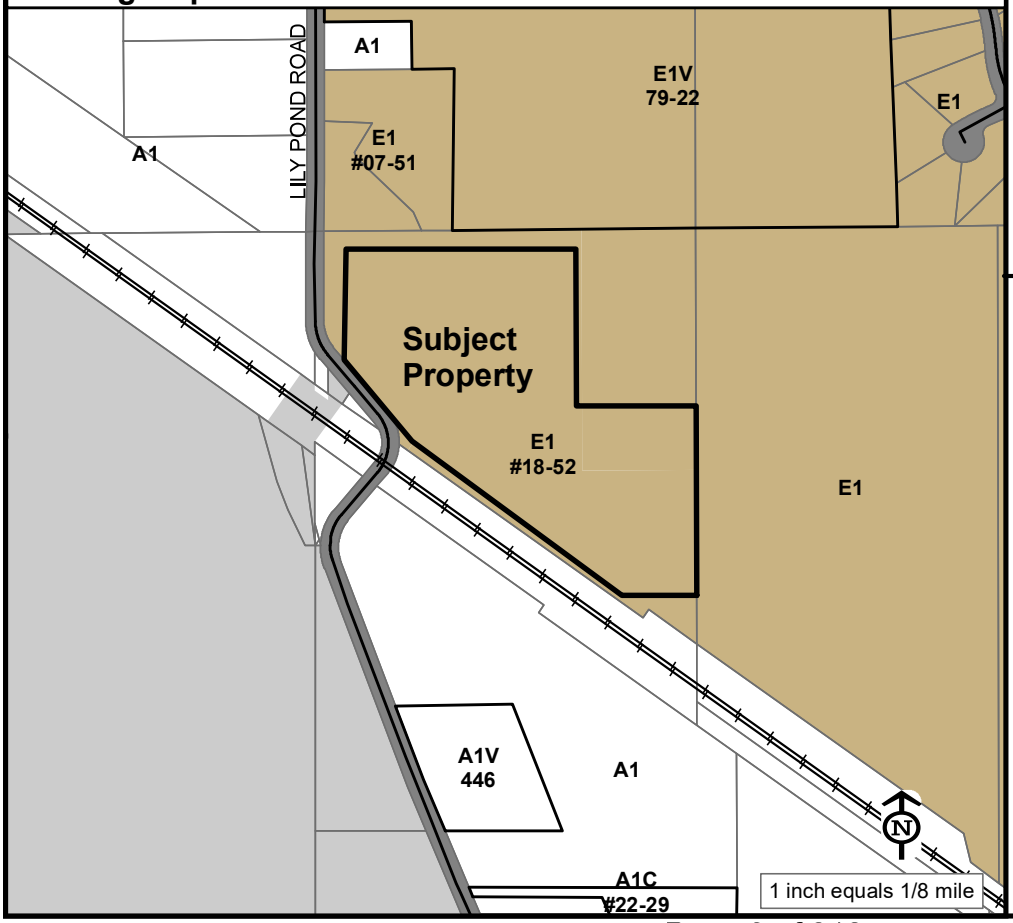
Current Land Use
Agriculture

Adjacent Land Use(s)

North: *Agriculture, Vacant and Single-Family Residential*
South: *Transportation, Communication, Utilities and Earth Extraction*
East: *Agriculture*
West: *Agriculture*

- Agriculture
- MCCD Agriculture
- Single-Family Residential
- Multi-Family Residential
- Open Space
- Golf Course
- Commercial
- Office
- Industrial
- Mixed Use
- Earth Extraction
- Vacant
- Government / Institutional
- Transportation, Communication, Utilities
- Under Review

Zoning Map



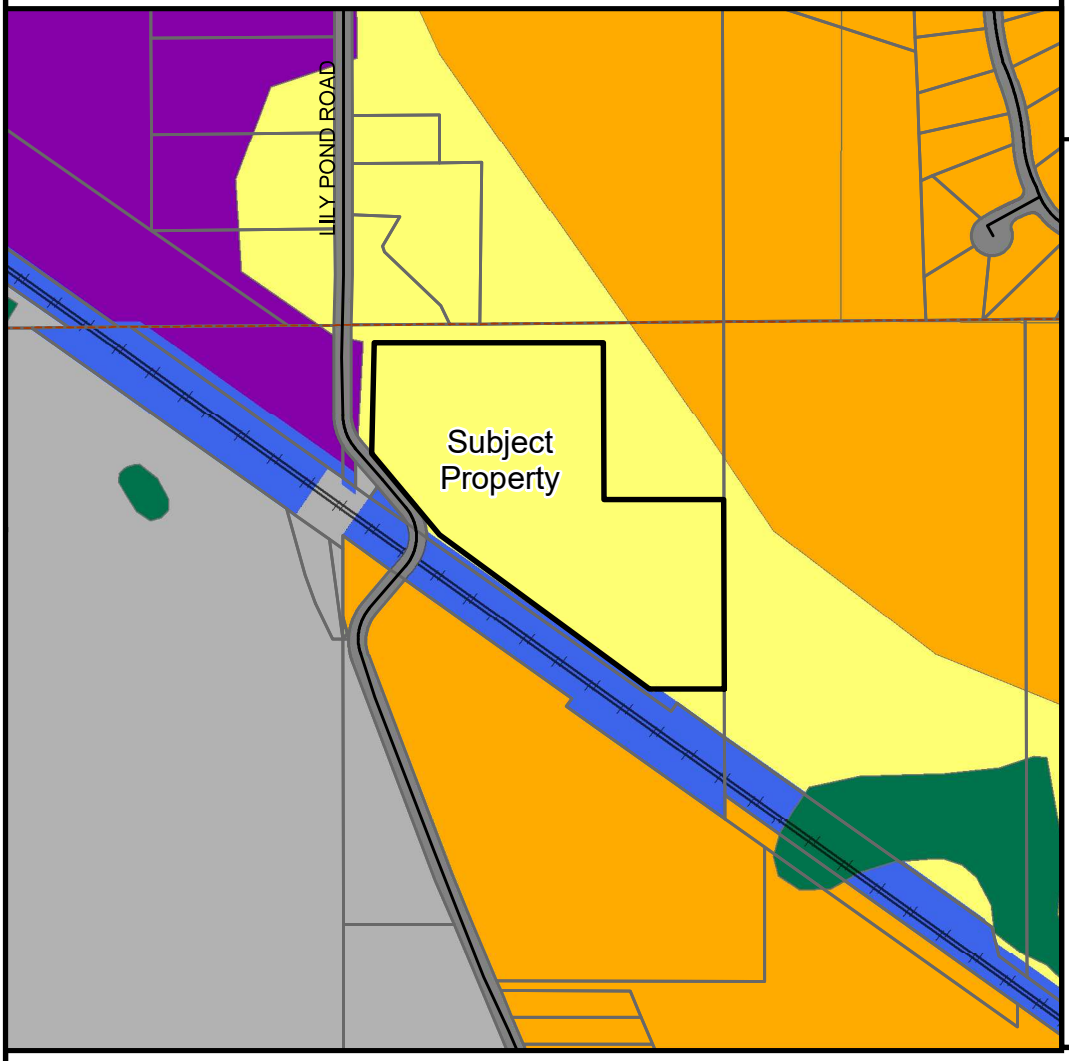
Current Zoning
E-1 Estate

Adjacent Zoning

North: E-1 and E-1V Estate
South: A-1 Agriculture
East: E-1 Estate
West: E-1 Estate and A-1 Agriculture

- A-1 Agriculture
- A-2 Agriculture
- E-5 Estate
- E-3 Estate
- E-2 Estate
- E-1 Estate
- R-1 Single-Family Residential
- R-2 Two-Family Residential
- R-3 Multiple-Family Residential
- B-1 Neighborhood Business
- B-2 Neighborhood Business
- B-3 General Business
- O Office / Research
- I-1 Light Industrial
- I-2 Heavy Industrial
- PD Planned Development
- C Conditional Use
- V Variation
- Incorporated

McHenry County 2030 Comprehensive Plan Future Land Use Map



Future Land Use Map Designation

Estate

- Agricultural
- Open Space
- Environmentally Sensitive Area
- Estate
- Isolated Estate
- Residential
- Isolated Residential
- Retail
- Mixed Use
- Office, Research, Industrial
- Gov't, Institutional, Utilities
- TOD Existing Rail Station
- TOD Future Rail Station
- Active Earth Extraction Site
- Municipality

Scale: 1 inch = 1/8 mile

N

Municipal / Township Plan Designations

Dorr Township: Estate

Bull Valley: 10+ acres

Crystal Lake: Agriculture Rural Residential

Woodstock: Agriculture

McHenry County 2030 Comprehensive Plan — Text Analysis

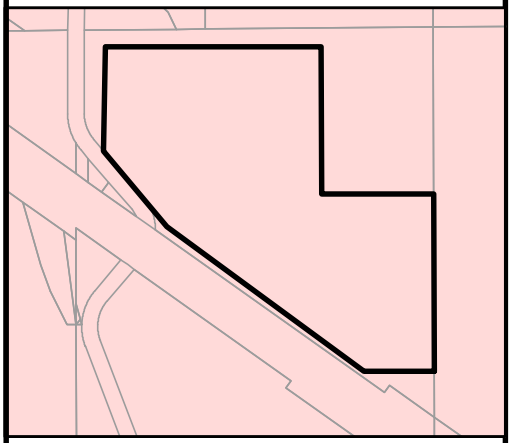
Land Use

Estate includes existing and proposed areas for single-family residential uses at gross densities of one to five acres per dwelling unit. Estate land use is generally designated in areas that are not projected to have access to public sewer and water. Where appropriate, conservation design is encouraged in order to cluster lots and maintain open space within estate developments. Increased estate densities are encouraged where appropriate; however, estate development in close proximity to a municipality should take into consideration that municipality's densities (p. 134).

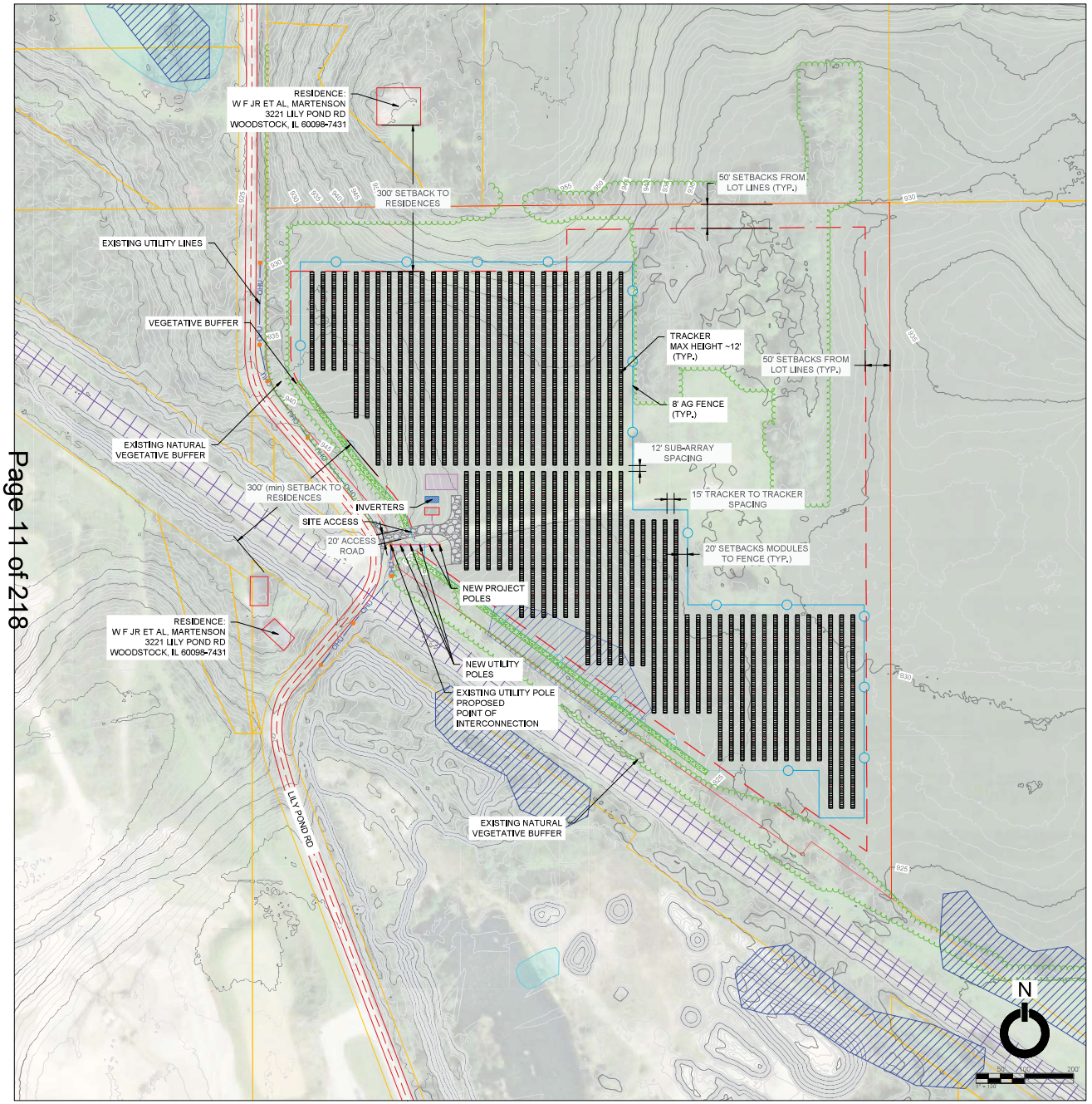
Sensitive Aquifer Recharge Areas

The site is located in a zone with elevated contamination potential.

Sensitive Aquifer Recharge Areas (SARA)



Sensitive Recharge Area



GROUNDHOG SOLAR

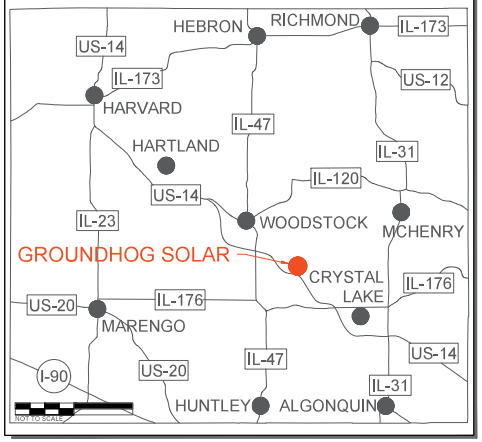
42.282472, -88.386129

SOLAR PV PROJECT
3.089 MWDC / 2.000 MWAC

LEGEND

- GRAVEL ROAD (N)
- NWI WETLAND
- FEMA FLOOD ZONE
- HISTORICAL FLOOD ZONE
- INTERCONNECTION EQUIPMENT
- STAGING AREA
- PARCEL BOUNDARY
- NEIGHBOR PARCEL BOUNDARY
- ZONING SETBACK
- ROAD (E)
- RIGHT OF WAY
- PERIMETER FENCE (N)
- PERIMETER FENCE (E)
- RAILROAD (E)
- OHU — OH ELECTRICAL (E)
- OHU — OH ELECTRICAL (N)
- UGMV — UG MEDIUM VOLTAGE
- UTILITY POLE (E)
- UTILITY POLE (N)

MCHENRY COUNTY MAP



PROJECT DETAILS

THIS PROJECT CONSISTS OF THE DESIGN AND INSTALLATION OF 2.00 MWAC SOLAR PHOTOVOLTAIC SYSTEM. MODULES ARE TO BE MOUNTED IN A SINGLE AXIS TRACKERS, WHICH FOLLOW THE SUN FROM EAST TO WEST THROUGHOUT THE DAY.

SITE DETAILS:

PARCEL ID:	13-23-100-022
OWNER:	WDSTK 1ST NATIONAL BK TR 2325
ACREAGE:	29.53
EXISTING ZONE:	E-1

LAND USE SUMMARY:

TOTAL PARCEL AREA (ACRES):	29.53
TOTAL LEASED AREA (ACRES):	-
TOTAL FENCED AREA (ACRES):	14.18
GRAVEL ACCESS ROAD (ACRES):	0.12
STAGING AREA (ACRES):	0.05

DESIGN SUMMARY:

MODULE POWER:	550 W
MODULE COUNT:	5616
ARRAY DC VOLTAGE:	1500 V
INVERTER SIZE:	250 kVA
INVERTER COUNT:	8
DC SIZE:	3.089 MWdc
AC SIZE:	2.000 MWac
DC/AC RATIO:	1.5445
GROUND COVERAGE RATIO:	33.0 %
ASCE 7-16 GSL:	25 PSG
ASCE 7-16 WIND SPEED:	100 MPH

ADDITIONAL NOTES:

- BASEMAP DEVELOPED FROM GIS DATA
- PARCEL DATA TAKEN FROM GIS DATA
- NWI & FEMA FLOOD HAZARD ZONE FROM GIS DATA

OneEnergy RENEWABLES
2003 Western Ave, Suite 225
Seattle, WA 98121
oneenergyrenewables.com
206 922 7072

WRITTEN DIMENSIONS ON THIS PLAN SHALL SUPERCEDE SCALED DIMENSIONS. CONTRACTORS ARE RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS. THIS DRAWING, DESIGN, CONCEPT AND ARRANGEMENT REMAIN THE PROPERTY OF ONEENERGY RENEWABLES AND SHALL NOT BE COPIED, DISCLOSED OR REPRODUCED WITHOUT CONSENT.

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION LOG

REV.	DESCRIPTION	DATE	BY	CK'D	PM
1	5% CONCEPTUAL LAYOUT	2023.07.06	KD	AB	GD
2	5% CONCEPTUAL LAYOUT - UPDATED W/ COUNTY COMMENTS			AB	GD
3	5% CONCEPTUAL LAYOUT - UPDATED W/ COUNTY COMMENTS			AB	GD

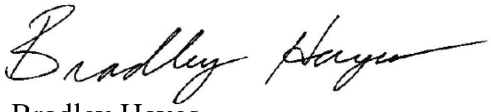
GROUNDHOG SOLAR
ONEENERGY DEVELOPMENT, LLC.
42.282472, -88.386129
MCHENRY COUNTY, IL

SHEET TITLE: DEVELOPMENT PLAN
DATE: 2023.07.06
PM: ENG: AB
SHEET NO: D-100

The Department also offers the following conservation measures be considered to help protect native wildlife and enhance natural areas in the project area:

- The Department also strongly recommends that the project proponent establish pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here: https://dnr.illinois.gov/conservation/pollinatorscorecard.html
- The project proponent should ensure that the site is de-compacted before planting.
- Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment for the lifetime of this project. An experienced ecological management consultant should be considered to assist with long-term management.
- Required fencing, excluding areas near or adjacent to public access areas (e.g., roads, parking areas, trails, etc.), should not exceed 6 feet in height and should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement.
- Wildlife-friendly plastic-free blanket should be used to prevent the entanglement of native wildlife.
- Required night lighting should follow International Dark-Sky Association (IDA) guidance to minimize the effect of light pollution on wildlife.

Please contact me with any questions about this review.
Sincerely,



Bradley Hayes
Manager, Impact Assessment Section
Division of Real Estate Services and Consultation
Office of Realty & Capital Planning
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702
Bradley.Hayes@Illinois.gov
Phone: (217) 782-0031

IN THE MATTER OF THE APPLICATION OF)
ONEENERGY DEVELOPMENT, LLC, *APPLICANT*)
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT) LEGAL NOTICE OF PUBLIC HEARING
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A) # 2023-041
MAP AMENDMENT AND A CONDITIONAL USE)

Notice is hereby given in compliance with the McHenry County Unified Development Ordinance, that a public hearing will be held before the **McHenry County Zoning Board of Appeals,** in connection with this Ordinance, which would result in a ***MAP AMENDMENT AND A CONDITIONAL USE*** for the following described real estate:

Part of the East Half of the Northwest Quarter of Section 23, Township 44 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said East Half of the Northwest Quarter; thence South 00 degrees 15 minutes 12 seconds East along the East line of said Northwest Quarter, 609.46 feet to the Place of Beginning; thence continuing South 00 degrees 15 minutes 12 seconds East along said East line, 664.01 feet; thence South 89 degrees 44 minutes 48 seconds West, 257.02 feet; thence North 52 degrees 56 minutes 59 seconds West, 895.63 feet; thence North 39 degrees 47 minutes 36 seconds West, 362.72 feet; thence North 00 degrees 13 minutes 42 seconds West, 380.71 feet; thence North 89 degrees 46 minutes 18 seconds East, 788.46 feet; thence South 00 degrees 17 minutes 05 seconds East, 538.86 feet; thence North 89 degrees 44 minutes 48 seconds East, 411.42 feet to the Place of Beginning, in McHenry County, Illinois.

Part of PIN 13-23-100-022

The subject property is located half a mile to the north of the intersection of Lily Pond Road and U.S. Highway Route 14***, with a common address Lily Pond Road Woodstock, Illinois, in Dorr Township.***

The subject property is presently zoned ***"E-1" Estate District*** and consists of **approximately 20 acres** with ***"E-1" Estate District zoning to the North and East and "A-1" Agriculture District to the South and West and the City of Woodstock to the Southwest.***

The Applicant is requesting ***a RECLASSIFICATION of the subject property from "E-1" Estate District to "A-1" Agricultural District with a CONDITIONAL USE of the subject property to allow for a commercial solar energy facility.***

The Applicant, OneEnergy Development, LLC is a majority employee-owned company. The officers of OneEnergy Development, LLC are: Tobin Booth, Chief Executive Officer; Lindsay Gorang, Chief Financial Officer; Travis Bryan, Chief Commercial Officer; Marni Carroll, Senior Vice President Development; Scott Bixby, Senior Vice President Corporate Strategy; Bill Eddie, Vice President Corporate Development. They can be reached at 2003 Western Avenue, Suite 225, Seattle, WA 98121. Dean Athans, beneficiary of the Woodstock 1st National Bank Trust 2325, the property owner, can be reached at 1001 E. Centralia Street, Elkhorn, Wisconsin 53121.

A hearing on this Petition will be held on the 25th day of April 2024 at 1:30 P.M. in the County Board Conference Room at the McHenry County Government Center/Ware Rd. Administration Building, 2200 N. Seminary Avenue, Woodstock, Illinois at which time and place any person desiring to be heard may be present.

DATED THIS 26TH DAY OF MARCH 2024.

By: Linnea Kooistra, Chair
McHenry County Zoning Board of Appeals
2200 N. Seminary Avenue

Woodstock, IL 60098

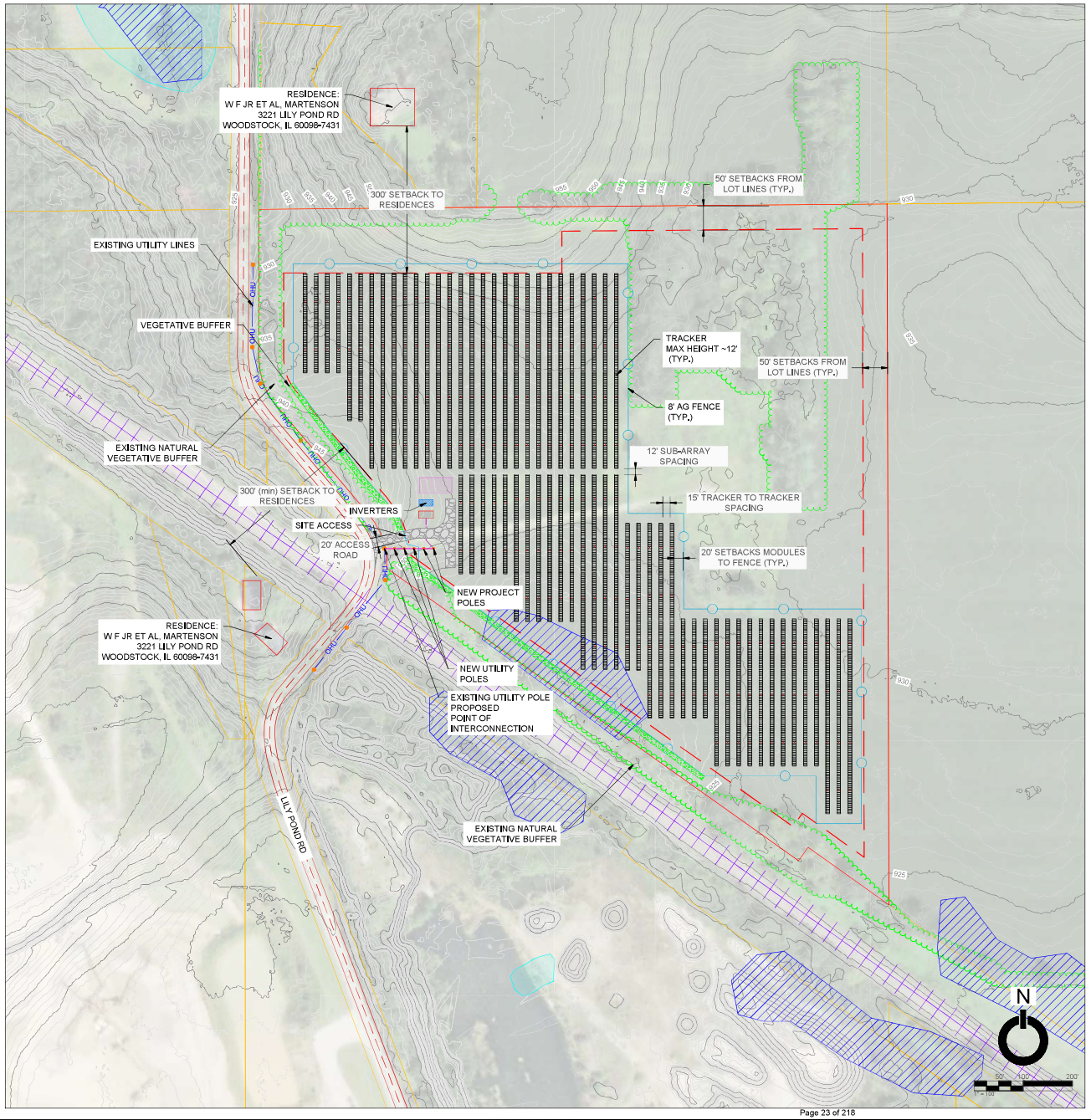
Petitions for all Zoning Board of Appeals hearings can be accessed at the following link: www.mchenrycountyil.gov/county-government/new-meeting-portal and choosing the "Agenda" link for the specific meeting date.

Live audio streams of all Zoning Board of Appeals hearings can be accessed at the following link: www.mchenrycountyil.gov/county-government/new-meeting-portal and choosing the "Video" link for the specific meeting date.

GROUNDHOG SOLAR

42.282472, -88.386129

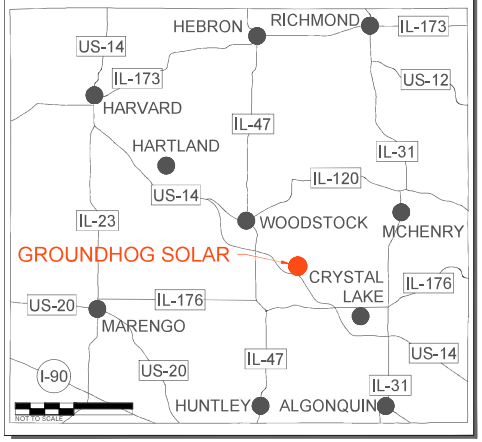
SOLAR PV PROJECT
3.089 MWDC / 2.000 MWAC



LEGEND

- GRAVEL ROAD (N)
- NWI WETLAND
- FEMA FLOOD ZONE
- HISTORICAL FLOOD ZONE
- INTERCONNECTION EQUIPMENT
- STAGING AREA
- PARCEL BOUNDARY
- NEIGHBOR PARCEL BOUNDARY
- ZONING SETBACK
- ROAD (E)
- RIGHT OF WAY
- PERIMETER FENCE (N)
- PERIMETER FENCE (E)
- RAILROAD (E)
- OHU — OH ELECTRICAL (E)
- OHU — OH ELECTRICAL (N)
- UGMV — UG MEDIUM VOLTAGE
- UTILITY POLE (E)
- UTILITY POLE (N)

MCHENRY COUNTY MAP



PROJECT DETAILS

THIS PROJECT CONSISTS OF THE DESIGN AND INSTALLATION OF 2.00 MWAC SOLAR PHOTOVOLTAIC SYSTEM. MODULES ARE TO BE MOUNTED IN A SINGLE AXIS TRACKERS, WHICH FOLLOW THE SUN FROM EAST TO WEST THROUGHOUT THE DAY.

SITE DETAILS:

PARCEL ID	13-23-100-022
OWNER:	WDSTK 1ST NATIONAL BK TR 2325
ACREAGE:	29.53
EXISTING ZONE:	E-1

LAND USE SUMMARY:

TOTAL PARCEL AREA (ACRES):	29.53
TOTAL LEASED AREA (ACRES):	-
TOTAL FENCED AREA (ACRES):	14.18
GRAVEL ACCESS ROAD (ACRES):	0.12
STAGING AREA (ACRES):	0.05

DESIGN SUMMARY:

MODULE POWER:	550 W
MODULE COUNT:	5616
ARRAY DC VOLTAGE:	1500 V
INVERTER SIZE:	250 kVA
INVERTER COUNT:	8
DC SIZE:	3.089 MWdc
AC SIZE:	2.000 MWac
DC/AC RATIO:	1.5445
GROUND COVERAGE RATIO:	33.0 %
ASCE 7-16 GSL:	25 PSG
ASCE 7-16 WIND SPEED:	100 MPH

ADDITIONAL NOTES:

- BASEMAP DEVELOPED FROM GIS DATA
- PARCEL DATA TAKEN FROM GIS DATA
- NWI & FEMA FLOOD HAZARD ZONE FROM GIS DATA

OneEnergy RENEWABLES
2003 Western Ave, Suite 225
Seattle, WA 98121
oneenergyrenewables.com
206 922 7072

WRITTEN DIMENSIONS ON THIS PLAN SHALL SUPERCEDE SCALED DIMENSIONS. CONTRACTORS ARE RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS. THIS DRAWING, DESIGN, CONCEPT AND ARRANGEMENT REMAIN THE PROPERTY OF ONEENERGY RENEWABLES AND SHALL NOT BE COPIED, DISCLOSED OR REPRODUCED WITHOUT CONSENT.

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION LOG

REV	DESCRIPTION	DATE	BY	CK'D	PM
1	5% CONCEPTUAL LAYOUT	2023.07.06	KD	AB	GD
2	5% CONCEPTUAL LAYOUT - UPDATED W/ COUNTY COMMENTS			AB	GD
3	5% CONCEPTUAL LAYOUT - UPDATED W/ COUNTY COMMENTS			AB	GD

GROUNDHOG SOLAR
ONEENERGY DEVELOPMENT, LLC.
42.282472, -88.386129
MCHENRY COUNTY, IL

SHEET TITLE: DEVELOPMENT PLAN
DATE: 2023.07.06
PM: ENG: AB
SHEET NO: D-100

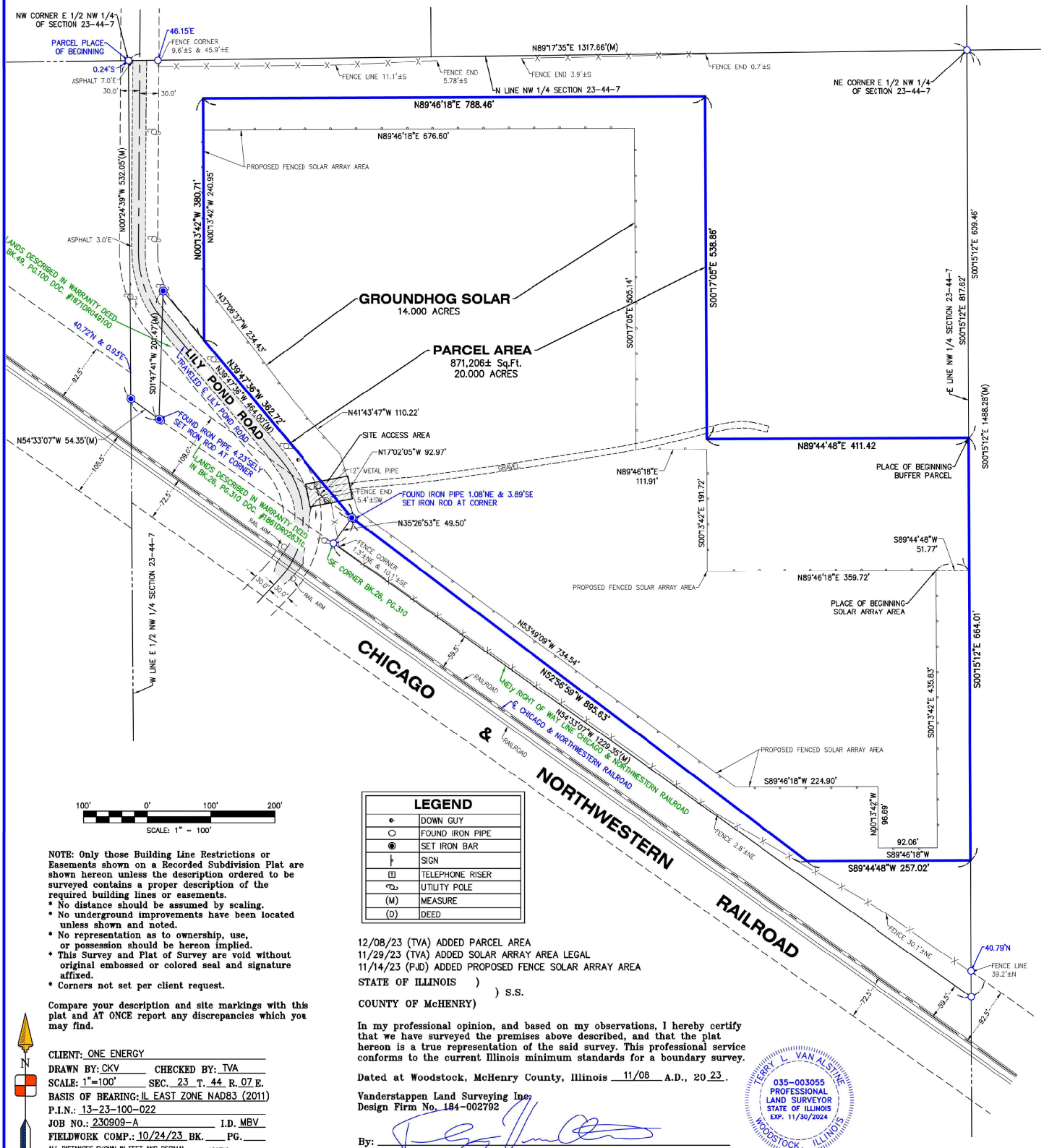
Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

PLAT OF SURVEY

LEGAL DESCRIPTIONS:

PARCEL AREA: Part of the East Half of the Northwest Quarter of Section 23, Township 44 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said East Half of the Northwest Quarter; thence South 00 degrees 15 minutes 12 seconds East along the East line of said Northwest Quarter, 609.46 feet to the Place of Beginning; thence continuing South 00 degrees 15 minutes 12 seconds East along said East line, 664.01 feet, thence South 89 degrees 44 minutes 48 seconds West, 257.02 feet; thence North 52 degrees 56 minutes 59 seconds West, 895.63 feet; thence North 39 degrees 47 minutes 36 seconds West, 362.72 feet; thence North 00 degrees 13 minutes 42 seconds West, 380.71 feet; thence North 89 degrees 46 minutes 18 seconds East, 788.46 feet; thence South 00 degrees 17 minutes 05 seconds East, 538.86 feet; thence North 89 degrees 44 minutes 48 seconds East, 411.42 feet to the Place of Beginning, in McHenry County, Illinois.

GROUNDHOG SOLAR: Part of the East Half of the Northwest Quarter of Section 23, Township 44 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said East Half of the Northwest Quarter; thence South 00 degrees 15 minutes 12 seconds East along the East line of said Northwest Quarter, 817.62 feet; thence South 89 degrees 44 minutes 48 seconds West, 51.77 feet to the Place of Beginning; thence South 00 degrees 13 minutes 42 seconds East, 435.83 feet; thence South 89 degrees 46 minutes 18 seconds West, 92.06 feet; thence North 00 degrees 13 minutes 42 seconds West, 96.69 feet; thence South 89 degrees 46 minutes 18 seconds West, 224.90 feet; thence North 53 degrees 49 minutes 09 seconds West, 734.54 feet; thence North 17 degrees 02 minutes 05 seconds West, 92.97 feet; thence North 41 degrees 43 minutes 47 seconds West, 110.22 feet; thence North 37 degrees 06 minutes 37 seconds West, 234.43 feet; thence North 00 degrees 13 minutes 42 seconds West, 240.95 feet; thence North 89 degrees 46 minutes 18 seconds East, 676.60 feet; thence South 00 degrees 17 minutes 05 seconds East, 505.14 feet; thence North 89 degrees 46 minutes 18 seconds East, 111.91 feet; thence South 00 degrees 13 minutes 42 seconds East, 191.72 feet; thence North 89 degrees 46 minutes 18 seconds East, 359.72 feet to the Place of Beginning, in McHenry County, Illinois.



LEGEND	
⊕	DOWN GUY
○	FOUND IRON PIPE
◉	SET IRON BAR
⊦	SIGN
⊡	TELEPHONE RISER
⊙	UTILITY POLE
(M)	MEASURE
(D)	DEED

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.

- **No distance should be assumed by scaling.**
- **No underground improvements have been located unless shown and noted.**
- **No representation as to ownership, use, or possession should be hereon implied.**
- **This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.**
- **Corners not set per client request.**

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

CLIENT: ONE ENERGY
DRAWN BY: CKV CHECKED BY: TVA
SCALE: 1"=100' SEC. 23 T. 44 R. 07 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 13-23-100-022
JOB NO.: 230909-A I.D. MBV
FIELDWORK COMP.: 10/24/23 BK.___ PG.___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 180712

12/08/23 (TVA) ADDED PARCEL AREA
11/29/23 (TVA) ADDED SOLAR ARRAY AREA LEGAL
11/14/23 (PJD) ADDED PROPOSED FENCE SOLAR ARRAY AREA

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

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at Woodstock, McHenry County, Illinois 11/08 **A.D., 20** 23.

Vanderstappen Land Surveying Inc.
Design Firm No. 184-002792

By: _____
Illinois Professional Land Surveyor No. 3055

TERRY L. VAN ALSTINE
035-003055
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2024
WOODSTOCK, ILLINOIS

Y:\PLATS\2023\0800-0999\230909_V-230909\230909-A-MBV-GROUND.dwg-Layout1-12/11/2023 1:12 PM

CONDITONAL USE PERMIT NARRATIVE

GROUNDHOG SOLAR

2 MW GROUND-MOUNTED SOLAR PV PROJECT
MCHENRY COUNTY, ILLINOIS

CONTACT

Forrest Howk, Associate Director Project Development
forrest@OneEnergyRenewables.com
608-571-0971

Gayatri Deshpande, Associate Project Development
Gayatri@oneenergyrenewables.com
312-561-8640

OneEnergy Development, LLC 834
10 N Livingston Street, Suite 201
Madison, WI 53703

2003 Western Ave, Ste 225
Seattle, WA 98121

Groundhog Solar
OneEnergy Development, LLC
Conditional Use Permit Narrative
McHenry County, IL

Table of Contents

Table of Contents 0
Overview of Proposed Use 1
Site Characteristics Current Environmental Conditions 1
Construction and Operation 2
Mitigation and Decommissioning 2
Request For Conditional Use 3
Request For Zoning Map Ammendment 3
Alignment with County Goals 4
Alignment with Approval Standards 4
Appendix A - Conditional Permit Use Application Form 5
Appendix B - Approval Standards for Map Amendment Form 6
Appendix C - Approval Standards for Conditional Use Form 7
Appendix D - Consent, Verification, Acceptance of Transcription & Public Notice Fees 8
Appendix E - Plat of Survey 9
Appendix F - Preliminary Site Plan 10
Appendix G - McHenry County Soil & Water Conservation District (NRI) Report 11
Appendix H - Ecological Compliance Assessment Tool (EcoCAT) Report 12

OneEnergy
RENEWABLES

GROUNDHOG SOLAR
PROJECT NARRATIVE

@oneenergyinc

oneenergy
renewables
.com

OVERVIEW OF PROPOSED USE

OneEnergy Development, LLC ("OneEnergy") requests a Site Plan Review, Conditional Use Permit, and Zoning Map Amendment to allow for the development of a solar photovoltaic (PV) farm with up to 2 megawatts of alternating current capacity. The proposed project is referred to as Groundhog Solar ("Project"). The Project is located along Lily Pond Road in Dorr Township, McHenry County.

Groundhog Solar will be sited on up to 20 acres on a 29.53-acre parcel (PIN 13-23-100-022). The parcel has portions zoned A-1 and portions zoned E-1. The Project site is presently used for agriculture. There are no buildings on the proposed project site. No mass grading or tree clearing will be required. A site plan is attached for the county's review.

The Project will include solar PV panels, inverters, mounting and interconnection infrastructure, an electrical collection system, and access roads with no structure to exceed 15 feet in height as per zoning regulations mentioned in the McHenry County Zoning Ordinance. OneEnergy proposes to use single-axis tracking technology, wherein the rows of solar PV panels follow the sun from east to west throughout the day to maximize the Project's output. In accordance with the National Electric Code, the Project will be enclosed by a woven wire security fence of approximately 8 feet in height. Solar panels shall have a surface that minimizes glare and shall comply with the Lighting and Glare requirements.

SITE CHARACTERISTICS

CURRENT ENVIRONMENTAL CONDITIONS

Based on input from the property's landowners and tenant farmers, it is OneEnergy's understanding that no drain tile is installed on the proposed Groundhog Solar site. The local USDA Natural Resources Conservation Service does not have any drain tile maps on file for this property. OneEnergy agrees to adhere to the Agricultural Impact Mitigation Act (AIMA) standards addressing soil retention and restoration issues. OneEnergy commits to determining the existence and location of any existing drain tile system upon development approval and maintaining any such system to avoid any disruption to existing drainage patterns. OneEnergy commits to repairing or restoring all drainage tiles damaged during construction and deconstruction to the same or better condition as to when construction began, specifically as outlined in the AIMA requirements. The Groundhog Solar project site does not contain any wetland features, as indicated by maps from the U.S. Fish & Wildlife Service National Wetlands Inventory.

The local USDA Natural Resources Conservation Service does not have any Wetland maps on file for this property. A third-party wetland delineation will be conducted upon development approval to confirm the project site is clear of any wetland features. If unmapped wetlands are identified, Groundhog Solar will be modified to avoid or mitigate impacts in accordance with the McHenry County Stormwater Ordinance.

Additionally, in accordance with the application requirements listed in the McHenry County Code of Ordinances, the Groundhog Solar Project has undergone a threatened and endangered species consultation (EcoCAT) from the Illinois Department of Natural Resources and a Natural Resources Review Consultation (NRI) from the McHenry County Soil and Water Conservation District and will abide by the recommendations listed in the review.

CONSTRUCTION & OPERATION

There are no existing parking spaces on the project site. During construction, up to 50 personnel may be at the project site at one time. An on-site temporary staging area will be utilized for parking and unloading equipment. Up to 50 vehicles may be at the project site at one time, including passenger vehicles, pickup trucks, and large construction vehicles. Once operational, the Project will be unmanned and traffic to the project site will be limited to maintenance crews. The Project will not require parking once operational. There are no existing public restrooms on the project site and no public restrooms are proposed for Groundhog Solar. Personnel will use portable restrooms during construction, which will be removed once the Project is installed.

Groundhog Solar intends to achieve the standards of a Pollinator-Friendly Solar Site, subject to forthcoming guidance from the Illinois Department of Natural Resources. In order to prevent erosion, manage run-off, and provide ecological benefit, the facility shall be planted with "low-profile" native prairie species, using a mix appropriate for the region and soil conditions, thus providing foraging habitat for birds and pollinators while reducing any stormwater and erosion issues on the property. No noxious or exotic weed seeds will be used, and maintenance efforts will avoid the use of insecticides. This pollinator-friendly landscaping will also reduce the need for regular mowing at the Project. In fact, once the vegetation is well-established after the third or fourth year, it is expected it will only need to be mowed once annually. Prior to construction, OneEnergy commits to preparing a landscape monitoring and maintenance plan to ensure the establishment and continued maintenance of the native prairie species, all installed landscape screening, and all existing vegetation that provides required landscape screening.

MITIGATION & DECOMISSIONING

OneEnergy will abide by the Renewable Energy Facilities Agricultural Impact Mitigation Act, which establishes best practices for the construction and deconstruction of solar projects on agricultural land. The Project will enter into an agricultural mitigation agreement with the Department of Agriculture, a copy of which will be provided to the County. The agreement will include a project decommissioning plan with an associated financial assurance instrument.

Once no longer in use, Groundhog Solar will be decommissioned, and the property will return to agricultural production or an alternative use. Prior to construction, OneEnergy shall prepare a decommissioning plan that shows the final site conditions after the solar farm has been removed from the property.

The decommissioning plan shall include the removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below ground). Access roads, fencing, ground cover, and landscaping may remain only if it can be shown to be consistent with the future use of the property. Prior to construction, One Energy commits to prepare an emergency management plan acceptable to the County and the local fire district and shall be responsible for training of emergency personnel, as needed.

REQUEST FOR CONDITIONAL USE

OneEnergy requests approval for a Conditional Use Permit that allows for the operation of the proposed solar farm for a period of up to 40 years. OneEnergy has secured an option to lease the subject property for the development and operation of a solar project for up to 40 years, which aligns with the technical expectations of the proposed equipment. Energy generated by the Project will be transmitted to the Commonwealth Edison service territory via a line tap of the electricity distribution line along Lily Pond Road. Groundhog Solar is planned to be a community solar project, which would enable local residents and businesses to procure a portion of the affordable, local, and clean electricity it generates. The Project will contribute toward Illinois' clean energy economy goals as established in the Future Energy Jobs Act.

REQUEST FOR ZONING MAP AMENDMENT

OneEnergy requests the Groundhog Solar project site be rezoned from E1 to A1 to allow for the development of a solar farm via Conditional Use Permit. This request adheres to McHenry County Unified Development Ordinance Section 5.1.E.1. (Approval Standards for Map Amendments).

Groundhog Solar represents a strong candidate for rezoning from E1 to A1 for several reasons:

- The entire 20-acre project site is presently used for agriculture production with no buildings on site
- The subject parcel already contains, and is adjacent to on three sides, land zoned A1.
- The solar project is an advanced development position with a clear pathway to a SREC contract in 2024 and be constructed in 2025 (unlike our last petition, which relied on a lottery selection)
- The solar project represents a temporary land use, after which the property can return to agriculture production.

Although presently zoned E1, the subject property does not contain a single-family home and is located more than 1.5 miles from the central hubs of either Ridgefield or Woodstock where infrastructure and services are readily accessible. For the next 40 years, the Project and its pollinator habitat status would promote the community's health, safety, and welfare by providing local, clean electricity to residents and businesses and boosting tax revenues. After the project's lifespan of 30-40 years the subject property zoning classification could be revisited based on the pace of development of either Ridgefield or Woodstock relative to the county's needs.

As further detailed in the section below, the proposed solar project as facilitated by a zoning map amendment aligns with the McHenry County Comprehensive Plan.

ALIGNMENT WITH COUNTY GOALS

Groundhog Solar aligns with the vision and plans set forth in the McHenry County 2030 and Beyond Comprehensive Plan. As a local clean energy project, Groundhog Solar will support numerous primary goals codified in the Plan, such as making healthy active, and green communities and expanding the economy.

In alignment with the Plan, Groundhog Solar is sited to avoid environmentally sensitive areas and will have a minimal impact on land, water, and other natural resources. The project is proposed on land presently used for agriculture. However, it represents only a portion of our host landowner's agricultural property and less than 0.02% of the County's agricultural land. Moreover, by providing a steady, diversified source of revenue via lease payments, the landowner can boost the long-term economic sustainability of their agricultural operations.

In the Plan's Future Land Use map, the Groundhog Solar project site is located within the Estate District and adjacent to Residential; Government-Exempt (Metra Railroad); and Office, Research & Light Industrial (ORI) Districts. The Estate District represents lower-density residential development that may lack access to public sewer and water and where conservation design is encouraged. Groundhog Solar aligns with this proposed future use as it will be quiet; add no traffic, sewer, or water demands in the community; and will integrate conservation design elements such as pollinator-friendly, native plants and the avoidance of environmentally sensitive areas. These attributes also make the project a good neighbor to Residential, Metra Railroad, and ORI uses.

ALIGNMENT WITH APPROVAL STANDARDS

As evidenced in this project narrative and supporting documentation, Groundhog Solar achieves the standards set forth in sections UDO §16.56 (Use Standards) and §16.60 (Site Development Standards) of the McHenry County Unified Development Ordinance. The proposed use is compatible with the existing and planned future development of the area. The proposed use will not be detrimental to the public health, safety, morals, comfort, or general welfare of the neighborhood. It will not be injurious to the use or enjoyment of nearby properties. It will not diminish and impair neighborhood property values. All utilities, access roads, drainage, and other necessary facilities exist on the project site or are proposed as part of the solar project. Ingress and egress for the project will be designed to minimize traffic congestion and hazards on public streets. The conditional use shall conform to the zoning district regulations in all other respects. The proposed solar project is in the interest of public welfare. OneEnergy agrees to employ adequate measures to protect groundwater recharge and quality.

APPENDIX A – CONDITIONAL USE PERMIT APPLICATION FORM

MCHENRY COUNTY PLANNING AND DEVELOPMENT
2200 N. SEMINARY AVENUE, WOODSTOCK, IL 60098
815-334-4560

Office Use Only

Petition #/Permit # _____

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION:	**ATTORNEY or AGENT CONTACT INFORMATION** (If Applicable):
Name: Woodstock 1st NATL Bank Trust 2325, c/o James and Georgia Athans ATTN: Dean Athans	Name:
Address: 1001 E. Centralia Street	Address:
City, St, Zip: Elkhorn, IL, 53121	City, St, Zip:
Daytime Phone: 262-723-6595	Phone:
Email: dathans@amsi-usa.com	Email:

APPLICANT (If other than owner):	**TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER** (please use separate page for additional information):
Name: OneEnergy Development, LLC ATTN: Forrest Howk	Name:
Address: 2003 Western Avenue, Suite 225	Address:
City, St, Zip: Seattle, WA 98115	City, St, Zip:
Daytime Phone: 608.571.0971	Phone:
Email: forrest@oneenergyrenewables.com	Email:

PARCEL INFORMATION:

Address: Lily Pond Road

City: Dorr Township Zip: 60098

Parcel/Tax Number: 13-23-100-022

Number of Acres: 29.53 acres

Applying For: (Check all that apply)	☑ Reclassification	Current Zoning: E1 Requested Zoning: A1
	☑ Conditional Use & Site Plan Review	CUP Request: Community Solar Project
	☐ Variation, Administrative ☐ Variation, Zoning	Variation Request:
	☐ Site Plan Review	Type:
	☐ Text Amendment	UDO Section(s):
	☐ Appeal	Type:

Please provide additional information on the back of this page.

NARRATIVE: Please use this space to explain your request in detail.
See enclosed Project Narrative

CONSENT

I/We hereby authorize that the aforementioned applicant, attorney, and agent may act and testify on my behalf as my agent in the matter of this zoning application regarding the property listed above that is the subject of this application.

VERIFICATION

I/We hereby verify and attest to the truth and correctness of all facts, statements and information presented herein.

Owner's Signature

JAMES ATHANS
Print Name

Signature

Print Name

SUBSCRIBED and SWORN to before me
this 11TH day of OCTOBER, 2023.

NOTARY PUBLIC

BRYAN K ARNDT
Notary Public
State of Wisconsin

NARRATIVE: Please use this space to explain your request in detail.
See enclosed Project Narrative

CONSENT

I/We hereby authorize that the aforementioned applicant, attorney, and agent may act and testify on my behalf as my agent in the matter of this zoning application regarding the property listed above that is the subject of this application.

VERIFICATION

I/We hereby verify and attest to the truth and correctness of all facts, statements and information presented herein.

Owner's Signature

Signature

Print Name

FORREST HOWK

Print Name

ASSOC. DIRECTOR

ONE ENERGY DEVELOPMENT, LLC

SUBSCRIBED and SWORN to before me
this 19 day of October, 2023.

KIMBERLEE A. KOSCINSKI NOTARY PUBLIC STATE OF WISCONSIN

NOTARY PUBLIC

Commission expires 2/14/24

MCHENRY COUNTY PLANNING AND DEVELOPMENT
2200 N. SEMINARY AVENUE, WOODSTOCK, IL 60098
815-334-4560

Office Use Only

Petition #/Permit # _____

CORPORATE DISCLOSURE

Applications shall be brought in the name of the record title owner or the owner(s) of the beneficial interest through authorized agents. If application is made by a corporation or partnership for any zoning map amendment, variation, or conditional use permit, the application and notice shall identify the names and addresses of all officers and directors and all shareholders/stockholders owning an interest in excess of seven and one-half percent (7.5%)

If an owner, officer, director, shareholder/stockholder is another legal entity and not an individual, we require the same information (name, title, address) for that entity.

Name of Entity:			
Name	**Title (officers, directors, shareholders/stockholders)**	**Address (address, city, state, zip)**	**Percent of ownership interest**
See Enclosed Applicant Details	See Enclosed Applicant Details	See Enclosed Applicant Details	See Enclosed Applicant Details

Please attach additional information, if needed.

*Extracted from Title 16: Unified Development Ordinance §16.16.020 §§ A1-4 (2014).

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW
OWNER, APPLICANT, ATTORNEY OR AGENT CONTACT INFORMATION

Owner Information:
Woodstock 1st NATL Bank Trust 2325, c/o James and Georgia Athans – 1001 E. Centralia St., Elkhorn, WI 53121
Authorized Agents:
Dean Athans (Beneficiary) - 1001 E. Centralia St., Elkhorn, WI 53121

Attorney or Agent or Applicant Contact Information:
OneEnergy Development, LLC – 2003 Western Avenue, Suite 225, Seattle, WA 98121
Forrest Howk (Petitioner; Assistant Director, Project Development, OneEnergy Development, LLC) – 10 N Livingston Street, Suite 201, Madison, WI 53703
Authorized Agents of OneEnergy Development, LLC:
Tobin Booth (CEO) – 2003 Western Avenue, Suite 225, Seattle, WA 98121
Travis Bryan (CCO) – 2003 Western Avenue, Suite 225, Seattle, WA 98121
Lindsay Gorang (CFO) – 2003 Western Avenue, Suite 225, Seattle, WA 98121
Marni Carroll (SVP) – 2003 Western Avenue, Suite 225, Seattle, WA 98121
Scott Bixby (SVP) – 2003 Western Avenue, Suite 225, Seattle, WA 98121
Bill Eddie (VP) – 2003 Western Avenue, Suite 225, Seattle, WA 98121

*We are a privately owned company with majority ownership being employees.

APPENDIX B – APPROVAL STANDARDS FOR MAP AMENDMENTS FORM

Approval Standards for Map Amendments

(McHenry County Unified Development Ordinance §16.20.010E.1)

This form must be completed for requests for rezoning. Yes and No answers are insufficient, please provide a minimum one or two sentence explanation.

1. Is the **proposed zoning designation** compatible with the existing uses and zoning designations of nearby properties?

   YES. As stated in the project narrative, the exisiting use of the propoerty is agriculture which is in alignment of the proposed zonning designation: A1. It is compatible with the zonning designations of the nearby propoerties.

2. To what extend is the value of the subject property diminished by the **existing zoning designation**?

   This parcel is particularly well suited for solar as it provides a higher value of land to the land owner rather than the current agricultural use. But since the existing zoning designation - E1 prevents the conditional use of solar farm, the current zoning designation is diminishing the value of the subject property for the land owner

3. Is there a benefit to the health, safety, and welfare of the public under the **current zoning designation**?

   YES. As stated in the Narrative, the Project and its pollinator habitat status would promote the community's health, safety, and welfare by providing local, clean electricity to residents and businesses and boosting tax revenues. Additionally, the solar farm will provide a buffer between future single family residences to the north and the exiting commercial use to the south

4. Is this property suitable for uses allowed under the **current zoning designation**?

   Although the current zoning designation allows agriculture, this property is particularly well suited for a solar farm which is not allowed under the current zoning designation.

5. How long has the property been vacant under the **current zoning designation**?

   As per the land owner, the property has been exclusively farmed for the past several years

6. Is there a public need for the **proposed use** of the property?

   YES. As stated in the Narrative, the rpoposed use of the propoerty will promote community's health, safety, and welfare by providing local, clean electricity to residents and businesses and boosting tax revenue

7. Is the **proposed use** consistent with the McHenry County 2030 and Beyond Comprehensive Plan? If not, please explain how the plan designation is inappropriate for this property?

   YES. as stated in the Narrative, Groundhog Solar aligns with the vision and plans set forth in the McHenry County 2030 and Beyond Comprehensive Plan. As a local clean energy project, Groundhog Solar will support numerous primary goals codified in the Plan, such as making healthy active, and green communities and expanding the economy.

APPENDIX C – APPROVAL STANDARDS FOR CONDITIONAL USE FORM

Approval Standards for Conditional Use

(McHenry County Unified Development Ordinance §16.20.040E)

This form must be completed for requests for conditional use. Yes and No answers are insufficient, please provide a minimum one or two sentence explanation.

1. Please describe how the conditional use meets all applicable standards of UDO §16.56 (Use Standards) and §16.60 (Site Development Standards)?

   The project narrative describes how the conditional use request meets all applicalbestandards of UDO §16.56 (Use Standards) and §16.60 (Site Development Standards) listed in the McHenry County IL Code of Ordinaces

2. Is the conditional use compatible with the existing or planned future development of the area?

   YES, as per the information presented in the Narrative, the conditional use is compatible with existing and planned future development of the area depicted in the McHenry County Zonning Map

3. Is the conditional use detrimental to or endanger the public health, safety, morals, comfort or general welfare of the area?

   As per the information presented in the narrative, the conditional use is NOT detrimental to and DOES NOT endanger the public health, safety, morals, comfort or general welfare of the area

4. Will the conditional use be injurious to the use and enjoyment of other property in the area?

   As per the information presented in the narrative, the conditional use is NOT injurious to the use and enjoyment of other property in the area

5. Will the conditional use substantially diminish and impair property value in the area?

   Per OneEneegy's previous experience and based on the RE assessment conducted by Cohn Reznick on CS projects in Northern IL, we believe that the conditional use WILL NOT substantially diminish and impair property value in the area

6. Are adequate utilities, access roads, drainage, and other necessary facilities provided?

   YES. As per the information presented in the narrative - adequate utilities, access roads, drainage, and other necessary facilities are provided

7. Has conditional use operation been designed to provide ingress and egress to minimize traffic congestion and hazard on the public streets?

   YES. As per the information presented in the narrative, the conditional use operation has been designed to provide ingress and egress to minimize traffic congestion and hazard on the public streets

8. Will the conditional use conform to the applicable standards of the underlying zoning district?

   YES. As per the information presented in the narrative, the conditional use conforms to the applicable standards of the underlying zoning district

9. Will the conditional use be reasonably in the interest of the public welfare?

   YES. As per the information presented in the narrative, the conditional use IS reasonably in the interest of the public welfare

10. Will there be adequate measures taken to provide protection to groundwater recharge and groundwater quality?

    YES. As per the information presented in the narrative, there WILL BE adequate measures taken to provide protection to groundwater recharge and groundwater quality

CONSENT TO ON-SITE INSPECTION

I/We are the owners of record of the real estate which is the subject of this application. Owners of the described real estate do hereby freely and voluntarily consent to inspection of the site of the parcel in question for purposes of determining the appropriateness of the pending proposed zoning petition by the Zoning Enforcement Officer and/or designated representative, McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer, and hereby release such persons from any liability based in whole or in part on the inspection of the parcel in question. That in exchange for the above actions by the Applicant(s), McHenry County agrees that the Zoning Enforcement Officer and/or designated representative, member of the Zoning Board of Appeals or, if applicable, the McHenry County Hearing Officer, will inspect the parcel in question prior to considering the evidence presented upon the above application. In the case of Conditional Use applications, if approved by the McHenry County Board, the Zoning Enforcement Officer and/or designated representative many inspect the property periodically to ensure compliance with the adopting ordinance and any conditions therein.

ACCEPTANCE OF FEES FOR TRANSCRIPTION SERVICES

I/We, the applicant(s), verify that I/we are aware of the use of a transcription service utilized by McHenry County to prepare a record of public hearings. Applicant(s) agree to directly reimburse the Department of Planning and Development for all incurred transcript fees and associated costs for hearings before the McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer unless determined otherwise by McHenry County. The applicant(s) further recognizes failure to fully reimburse the County prior to the scheduled County Board Date will grant McHenry County the unconditional right to withhold the application from McHenry County Board action. Applicant(s) further understand that transcripts shall be retained by McHenry County as part of the permanent zoning application file.

ZONING APPLICATION INTERPRETATION

I/We understand that the McHenry County Department of Planning and Development Staff will review and evaluate this application per the text of the McHenry County Unified Development Ordinance, the Official Zoning Maps, and any relevant documentation provided by the applicant and otherwise available to the Department, and consult with other staff to create a Legal Notice and staff report.

ACCEPTANCE OF FEES FOR NOTIFICATION

I/We, the applicant(s), authorize the McHenry County Department of Planning and Development Staff to produce the Legal Notice of Public Hearing to be published and mailed per the requirements of Chapter 16.16 (Zoning Application Process) of the McHenry County Code of Ordinances. I/We agree to reimburse the County for the cost of certified mailing and publication to the newspaper, prior to a vote by the McHenry County Board, in order to meet the notification requirements for a public hearing by Illinois State Statute.

Owner's Signature

JAMES ATHANS
Print Name

Signature

Print Name

SUBSCRIBED and SWORN to before me
this 11TH day of OCTOBER, 2023.

NOTARY PUBLIC

BRYAN K ARNDT
Notary Public
State of Wisconsin

CONSENT TO ON-SITE INSPECTION

I/We are the owners of record of the real estate which is the subject of this application. Owners of the described real estate do hereby freely and voluntarily consent to inspection of the site of the parcel in question for purposes of determining the appropriateness of the pending proposed zoning petition by the Zoning Enforcement Officer and/or designated representative, McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer, and hereby release such persons from any liability based in whole or in part on the inspection of the parcel in question. That in exchange for the above actions by the Applicant(s), McHenry County agrees that the Zoning Enforcement Officer and/or designated representative, member of the Zoning Board of Appeals or, if applicable, the McHenry County Hearing Officer, will inspect the parcel in question prior to considering the evidence presented upon the above application. In the case of Conditional Use applications, if approved by the McHenry County Board, the Zoning Enforcement Officer and/or designated representative many inspect the property periodically to ensure compliance with the adopting ordinance and any conditions therein.

ACCEPTANCE OF FEES FOR TRANSCRIPTION SERVICES

I/We, the applicant(s), verify that I/we are aware of the use of a transcription service utilized by McHenry County to prepare a record of public hearings. Applicant(s) agree to directly reimburse the Department of Planning and Development for all incurred transcript fees and associated costs for hearings before the McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer unless determined otherwise by McHenry County. The applicant(s) further recognizes failure to fully reimburse the County prior to the scheduled County Board Date will grant McHenry County the unconditional right to withhold the application from McHenry County Board action. Applicant(s) further understand that transcripts shall be retained by McHenry County as part of the permanent zoning application file.

ZONING APPLICATION INTERPRETATION

I/We understand that the McHenry County Department of Planning and Development Staff will review and evaluate this application per the text of the McHenry County Unified Development Ordinance, the Official Zoning Maps, and any relevant documentation provided by the applicant and otherwise available to the Department, and consult with other staff to create a Legal Notice and staff report.

ACCEPTANCE OF FEES FOR NOTIFICATION

I/We, the applicant(s), authorize the McHenry County Department of Planning and Development Staff to produce the Legal Notice of Public Hearing to be published and mailed per the requirements of Chapter 16.16 (Zoning Application Process) of the McHenry County Code of Ordinances. I/We agree to reimburse the County for the cost of certified mailing and publication to the newspaper, prior to a vote by the McHenry County Board, in order to meet the notification requirements for a public hearing by Illinois State Statute.

_____
Owner's Signature

_____
Print Name

_____
Signature

Forrest Howk
Print Name

Assoc Director
One Energy Development, LLC

SUBSCRIBED and SWORN to before me
this 19 day of October, 2023.

_____
NOTARY PUBLIC

Commission expires 2/14/24

KIMBERLEE A. KOSCINSKI NOTARY PUBLIC STATE OF WISCONSIN

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Special Event Request - Downtown Crystal Lake Pride Walk and Social – June 2, 2024

Recommendation: Motion to approve the Special Event Request for Downtown Crystal Lake/Main Street Pride Walk and Social, pursuant to staff conditions

Staff Contact: Elizabeth Maxwell, City Planner
Laurrie Fitzgerald, Support Services Coordinator

Background:

The applicant has applied for a Special Event to allow the Pride Walk and Social to be held in Downtown Crystal Lake. The event would be held Sunday June 2, 2024 from 11:00 a.m. to 4:00 p.m.

The event is planned to help break free from the stigma and biases that surround the LGBTQ+ community. The walk starts at the corner of Crystal Lake Avenue and Williams Street and will utilize the sidewalk on Williams Street concluding at Depot Park. Depot Park will host food vendors, pride vendors, and educational booths.

Downtown Crystal Lake/Main Street is also requesting to use the space on both the east and west sides of the Depot driveway, as well as the driveway itself, near the Veterans Memorial (see attached map), similar to the layout of the Farmer's Market.

The application has been reviewed and the following conditions are recommended:

1. The approval is valid on Sunday June 2, 2024, from 11:00 a.m. to 4:00 p.m.
2. Vendors are responsible for site clean-up, with all garbage removed at the end of each market day.
3. Adequate trash receptacles must be supplied.
4. Signs cannot obstruct the view of traffic or be attached to utility poles.
5. Pedestrian ways or fire lanes must not be obstructed.
6. A certificate of insurance is required from every vendor or organization participating in the event.

7. Any other permits or requests for signs should be made through the Building Division.
8. Food Vendors are responsible to obtain all necessary permits from the McHenry County Health Department.
9. Food trucks are required to obtain a Food Truck Permit from the City of Crystal Lake and shall have a current, valid annual inspection for operating issued by the Crystal Lake Fire Department.
10. Access
    A. During the Farmers Market events, the closure of the depot driveway is approved.
    B. Barricades can be borrowed from Public Works to block the drive aisle during the Farmers Market. Emergency vehicle access shall be maintained on the drive aisle.
    C. A restriction should be placed which allows only accessible vehicles and buses to enter the drive aisle from Grant Street. Pedestrian drop-off and taxicab standing is to be located in the "horseshoe" area just south of the one-way drive aisle.
    D. Signs must be placed along Grant Street and Woodstock Street, which direct vehicles to the temporary drop-off area. Placement of signage and content of signs must be approved by the City.
    E. Barricades must be placed to ensure adequate turning space for a bus if all accessible spaces are in use.
    F. Access both in and out of all accessible spaces must be maintained at all times.
    G. Structures shall not be located in the sight-line triangles where the driveway intersects with Woodstock Street. The sight-line triangle is determined by the two intersecting street center lines and a third line connecting a point located on each of the street center lines at points one hundred feet from the junction of the street center lines.
11. Tents/Canopies must meet the requirements, as provided in the enclosed handout.
12. Inspections from the Fire Rescue Department may be required.

The applicant has been made aware of these recommended conditions and advised to attend the April 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 Downtown Crystal Lake Pride Walk & Social

EVENT LOCATION Depot Park

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:
The purpose is to help break free from stigma and biases surrounding the LGBTQ+ Community. The event will include a walk down the sidewalk on Williams Street toward Depot Park. Depot Park will feature food vendors (both vendors and food trucks), pride vendors, and education booths.

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: 20

9. Estimated attendance: 200

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: Joy Neal

13. Contact Information for Event Manager:

Address: 25 West Crystal Lake Ave
Crystal Lake, Illinois 60014

(Please check preferred means of contact)

Daytime phone: 815-479-0835 ☐

Emergency phone: [redacted] ☐

Cell phone: (Both are cell phones) ☐

Email: info@downtowncl.org ☐

EVENT OPERATION

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

Set Up: 06/02/204, 9 am

Event: 06/02/2024, 11 am

Dismantling: 06/02/2024, 4 pm

15. Hours of the event:

Set Up: 9 am - 10:30 am

Event: 11 am - 4 pm

Dismantling: 4 pm - 5 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

_____

_____

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:
Trained Staff

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.

Joy Neal
Signature

04/11/2024
Date

Joy Neal
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

25 West Crystal Lake Avenue - Crystal Lake, Illinois 60014
Phone: (815) 479-0835
Website: www.DowntownCL.org - Email: Info@DowntownCL.org

April 5, 2024

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

Dear Mr. Helm,

I am writing on behalf of the Historic Downtown District of Crystal Lake (Downtown Crystal Lake/Main Street) to express our full support for the Downtown Crystal Lake Pride Walk & Social on Sunday, June 2, 2024. This event was unanimously approved by our Board of Directors on April 2, 2024.

If you have any questions or need additional information, please call me at (815) 479-0835.

Sincerely,

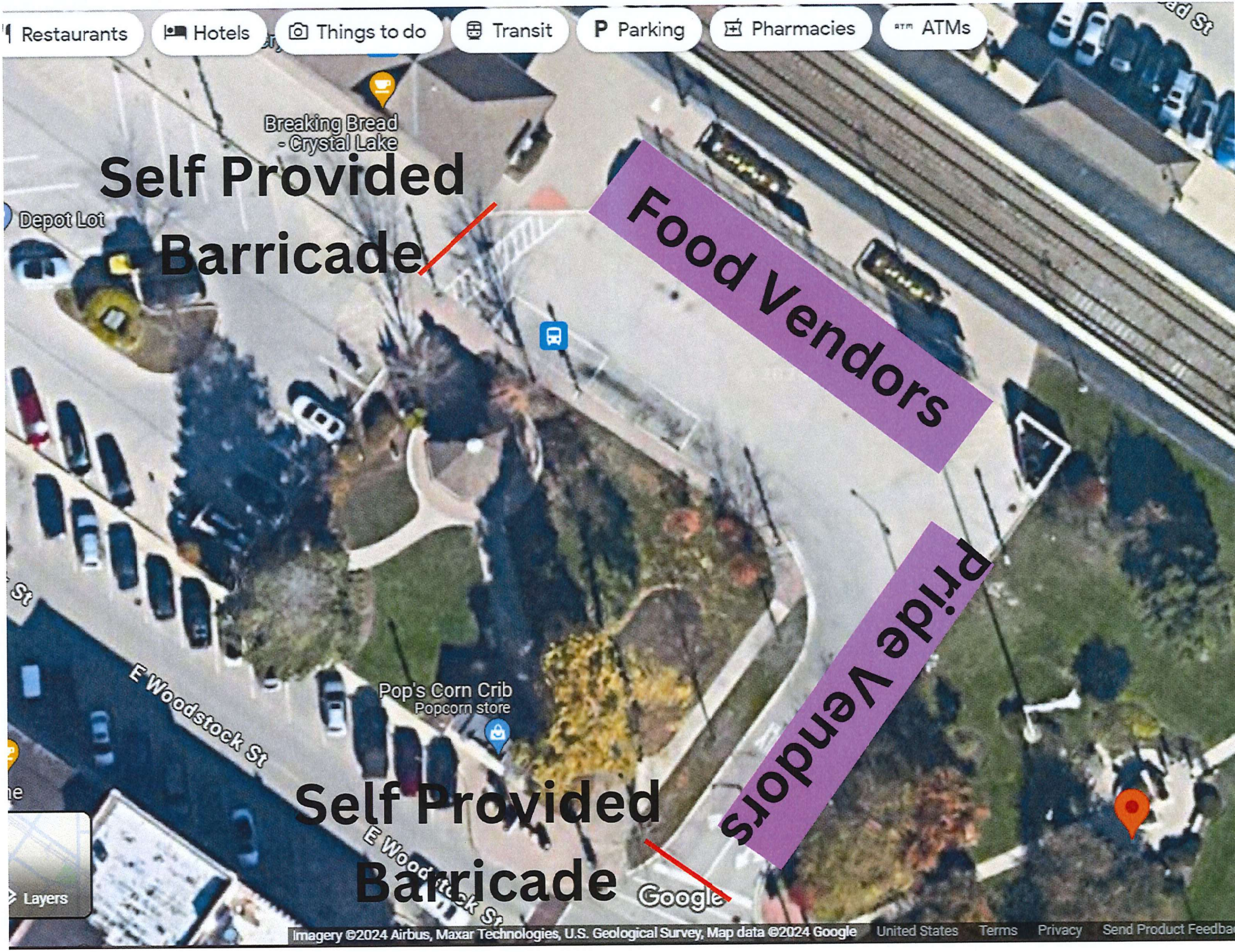
Joy Neal

Joy Neal
Executive Director

Pride

Vendors

Gazebo


Restaurants
Hotels
Things to do
Transit
Parking
Pharmacies
ATMs
Breaking Bread - Crystal Lake
Depot Lot
Self Provided Barricade
Food Vendors
Pride Vendors
Pop's Corn Crib
Popcorn store
E Woodstock St
Self Provided Barricade
Layers
Google
Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2024 Google
United States
Terms
Privacy

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: City Code Amendment to Increase the Number of Class 7 Liquor Licenses – Applicant: Florio's Italian LLC, d/b/a Florio's Italian, 1540 Carlemont Drive, Unit A

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 7 liquor licenses from the currently permitted 6 licenses to 7 licenses, in order to allow for the issuance of a new Class 7 liquor license to Florio's Italian LLC, d/b/a Florio's Italian, 1540 Carlemont Drive, Unit A

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

Background:

Florio's Italian LLC, d/b/a Florio's is opening a new restaurant at 1540 Carlemont Drive, Unit A. As such, Florio's Italian LLC is requesting that the City Council approve an increase in the number of Class 7 licenses to allow for the creation of a liquor license for Florio's Italian, located at 1540 Carlemont Drive, Unit A.

The Class 7 license authorizes the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises as well as the retail sale of alcoholic liquor in the original package between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and noon on Sunday and 1:00 a.m. on Monday. The license shall also authorize the retail sale of alcoholic liquor in the original package by the license holder at wine-tasting events that are held within the City. A Class A type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.

[Amended 5-4-2021 by Ord. No. 7704]
(1)
Any open unroofed area in which alcoholic beverages are served or consumed pursuant to this license shall conform to the following:
(a)
The open unroofed area shall be particularly described and adjacent to and operated as a part of the premises licensed to sell alcoholic liquor on the premises and shall have obtained all permits or approvals required by the ordinances of the City Code, City or other governmental authority.
(b)

The open unroofed area shall be no greater than 100% of the other floor space of the licensed premises.
(c)
The open unroofed area shall have a maximum capacity as defined by the Liquor Commissioner which shall be separately posted at the entrance to the open unroofed area.
(d) When the open unroofed area is located on private property, Any part of the open unroofed area not blocked by a building shall be surrounded by a fence or other barrier approved by the Liquor Commissioner, which shall contain the required number of fire exits. All fences or other barriers shall comply with the ordinances of the City regarding vision, clearance and required distances from corners.
(e)
All electrical wiring shall comply with the codes of the City.
(f)
All combustible rubbish shall be stored in a noncombustible container, and the license holder shall be responsible for keeping the area in a clean and sightly condition.
(g)
The noise emanating from any open unroofed area where alcoholic beverages are served pursuant to this license shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.
(h)
The license holder shall be responsible for preventing violations of this chapter.
(i)
No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes, except as may be approved by the Liquor Commissioner, subject to such conditions as the Liquor Commissioner may deem necessary to ensure that sales and consumption can be conducted in a safe manner and to minimize any impact upon such residentially zoned properties.

(2)
The annual fee for such license shall be the sum of $1,700.

Current Class 7 License Holders:

Name	Address	Zoning
1776, Inc.	397 Virginia Street	"B-2"
Duke's Alehouse and Kitchen	110 N. Main Street	"B-4"
Kyoto Japanese Restaurant	5690 Northwest Highway	"B-2 PUD"
Tasty Bistro	394 W. Virginia Street	
Vine and Plate Wine Bar & Provisions	414 W. Virginia Street & 246 Pomeroy Avenue	"B-2"
Aroma Coffee & Wine House	77 E. Woodstock	

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

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

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

The attached Ordinance approves an increase in the number of Class 7 liquor licenses in order to allow the creation the issuance of a new Class 7 liquor license to Florio's Italian LLC, d/b/a Florio's Italian, 1540 Carlemont Drive, Unit A.

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 7 License shall be increased from 6 to 7.

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

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

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

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Draft

CITY OF CRYSTAL LAKE

Application:
License to Sell Liquor

Return Completed Form To:
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014
Attn: City Manager's Office

Enclosures:

- Completed, signed and notarized application.
- Liquor Liability Insurance
- Surety Bond
- Lease (only if new applicant or information has changed)
- Background checks (new applicant or change in officers/owners/LLC managers and establishment manager)
- Certificate of Occupancy (new construction or new ownership)
- Applicable Fees

License to Sell Liquor

Office Use Only
Date Received _____
Fees Paid _____
New Applicant or Renewal

Establishment Information	
☐ Partnership ☐ Corporation ☑ LLC ☑ Sole Proprietorship	
Legal Name	FLORIO's ITALIAN LLC
DBA	FLORIO'S ITALIAN
Address of Establishment	1540 CARLEMONT DRIVE 3A
Phone Number	[redacted]
Date of Incorporation	12-13-2023
Object for which it was organized	RESTAURANT - BAR

Officers/Members/LLC Managers Information (For owners, only those having 5% or greater ownership interest in the establishment)

Title/Office Held	OWNER - MANAGER
First, Middle Initial, Last Name	DOMINIC P. FLORIO
Date and Place of Birth	[redacted] CHICAGO, IL
Address	420 COURSE DR LAKE IN THE HILLS IL 60156
Phone Number	[redacted]
Citizenship Yes ☑ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Title/Office Held	OWNER
First, Middle Initial, Last Name	CONNIE J FLORIO
Date and Place of Birth	[redacted] ST. ANN MO.
Address	420 COURSE DR LAKE IN THE HILLS IL 60156
Phone Number	[redacted]
Citizenship Yes ☑ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Title/Office Held	
First, Middle Initial, Last Name	
Date and Place of Birth	
Address	
Phone Number	
Citizenship Yes ☐ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.

Manager (Individual having day-to-day operational control of the licensed business. This individual will also accept on behalf of applicant all notices, including, but not limited to notices of violations or notices of hearings.)	
☐ Current Manager ☐ Change Manager	
First, Middle Initial, Last Name	DOMINIC P. FLORIO
Date and Place of Birth	CHICAGO. [redacted]
Address	420 COURSE DRIVE. LAKE IN the H.Hls, IL
Phone Number	[redacted]
Citizenship Yes ☑ No ☐	If no, please present documentation issued by the United States Citizenship and Immigration Services authorizing the person's presence in the United States.
Contact Person (individual completing application)	
First, Middle Initial, Last Name	DOMINIC P FLORIO
Address	420 COURSE DR LAKE IN THE HILLS IL 60156
Phone Number	[redacted]
Email Address	DOMINIC@FLORIOSITALIAN.COM
Property Information	ITALIAN RESTAURANT BAR
☐ Own ☑ Lease (please complete the below information)	
Name of Lessor	FLORIO'S ITALIAN
Address	1540 CRYSTAL LAKE DR CRYSTAL LAKE IL 60014
Period Covered by Lease	JAN 2024 TO JAN 2029

BOTH APPLICATION AND AFFIDAVIT MUST BE SIGNED AS FOLLOWS:

☑ Sole Proprietorship- By Owner
☐ Partnership- By both Owners, or
☐ Corporation- by President and Secretary
☑ LLC- by President and Secretary

VERIFICATION:

- The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on the applicant's behalf.
  YES ☑ NO ☐

- The applicant will comply with the Illinois Liquor Control Act of 1934 (235 ILCS 5/1 et. seq.), including but not limited to the provisions of 235 ILCS 5/6-27.1 regarding certification of servers for completion of training, by a licensed Beverage and Alcohol Sellers and Servers Education and Training (BASSET) provider and shall comply with each of the following:

    - Each licensee shall 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 provider licensed by the Illinois Liquor Control Commission, to all servers at the licensed premises as well as managers of the licensed establishment.
      YES ☑ NO ☐

    - No licensee, manager or 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 possesses a current certification of BASSET training from a BASSET training provider licensed by the Illinois Liquor Control Commission.
      YES ☑ NO ☐

    - 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. New employees (within the first 90 days of employment) shall be under the supervision of another BASSET certified employee prior to the new employee receiving BASSET certification.
      YES ☑ NO ☐

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

  _____

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

  _____

- Has applicant (including any partner, officer, manager, member or director, or any stockholder holding in the aggregate more than a 5% ownership interest in the applicant), ever been convicted of a felony under any Federal or State law.
  YES ☑ NO ☐

If yes, please attach a written explanation to this document for consideration by the Liquor Commissioner.

- An applicant who has been convicted of a felony under any state or federal law cannot be issued a license, unless the Liquor Commissioner determines that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such the applicant's application and the Liquor Commissioner's investigation. The burden of proof of sufficient rehabilitation is on the applicant.

- Is applicant disqualified to receive a license by reason of any matter or thing contained in Chapter 329 of the City Code, the laws of this state or the ordinances of the City.
  YES ☐ 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 ☑ NO ☐ Class "28" Holder ☐

- 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 ☑ NO ☐**

- TO THE LIQUOR CONTROL COMMISSIONER OF THE CITY OF CRYSTAL LAKE, ILLINOIS: The undersigned hereby makes application for a Class 7 Liquor License under the provisions of the City of Crystal Lake Liquor Licensing Ordinance.

Please sign below:

Dominic P Florio	Owner - Manager
Printed Full Name	Title
	3-5-24
Applicant Signature	Date
Connie J. Florio	Owner
Printed Full Name	Title
	3-5-24
Applicant Signature	Date

AFFIDAVIT

STATE OF _____)
) **SS**
COUNTY OF _____)

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

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

Please sign below:

Dominic P. Florio — Owner
Printed Full Name — Title

Applicant Signature F460 1755 0229 — 3-5-24 — Date

Connie J. Florio — Owner.
Printed Full Name — Title

Applicant Signature F460 1105 7650 — 3-5-24 — Date

Subscribed and sworn to before me this

5th day of March, 2024.

Notary Public

My commission expires: 1/25/2028

(SEAL)

"OFFICIAL SEAL"
JOSHUA J ROMAN
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 905956
MY COMMISSION EXPIRES 01/29/2028

LEASE

THIS LEASE ("**Lease**"), dated as the 8 day of December, 2023 ("**Effective Date**"), is made by and between RPAG, LLC, a Delaware limited liability company having an address at 2301 Ravine Way ("**Landlord**"), and Florio's Italian LLC, an Illinois limited liability company ("**Tenant**"). Landlord and Tenant are also sometimes referred to herein, collectively, as the "**Parties**," or individually as a "**Party**."

1. **Demise.**

1.1 **Demise.** In consideration of the payment of the Rent reserved, the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Lease, Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Lease the premises, located at 1540 Carlemont Drive, Building 3, Unit A-3, Crystal Lake, Illinois 60014 ("**Premises**").

1.2 **Quiet Enjoyment.** Upon payment by Tenant of all Rent and other charges and the performance of all the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms of this Lease and the Permitted Exceptions.

2. **Term.**

2.1 **Lease Term.** The Term of this Lease ("**Term**") shall be the five (5) year period that commences on the Commencement Date and expires on the Expiration Date.

2.2 **Commencement Date.** The "**Commencement Date**" shall be the Effective Date. If for any reason Landlord is unable to deliver vacant possession of the Premises on the Effective Date, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant therefor, monetarily or otherwise, but the Commencement Date shall be delayed until the date on which Landlord delivers vacant possession of the Premises to Tenant.

2.3 **Rent Commencement Date.** The "**Rent Commencement Date**" shall be the date that is one (1) year after the Commencement Date.

2.4 **Lease Year.** As used in this Lease, "**Lease Year**" shall mean: (a) the initial Lease Year shall be the period that commences on the Commencement Date and that ends on first anniversary of the Commencement Date; and (b) thereafter, each Lease Year shall be a period of twelve calendar months that commences on the anniversary of the Commencement Date and that ends on the day immediately preceding the next anniversary of the Commencement Date.

2.5 **Expiration Date.** The "**Expiration Date**" shall be the day before the fifth (5^{th}) anniversary of the Commencement Date.

3. **Rent.** Tenant hereby agrees to pay Fixed Rent and Additional Payments (as such terms are defined below and collectively referred to herein as "**Rent**") for the right of use and occupancy of the Premises during the Term. All Rent payments be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent unless Landlord shall direct otherwise by notice to Tenant.

3.1 **Fixed Rent.**

(a) Commencing on the Rent Commencement Date until the first (1st) anniversary of the Rent Commencement Date, Tenant shall pay fixed rent ("**Fixed Rent**") to Landlord at the rate of Twenty-Four Thousand and 00/100 Dollars ($24,000.00) per year, payable in equal monthly installments of Two Thousand and 00/100 Dollars ($2,000.00).

(b) From the first (1st) anniversary of the Rent Commencement Date until the Expiration Date, Tenant shall pay Fixed Rent to Landlord at the rate of the prior year's rent plus a five (5%) percent annual increase, payable in equal monthly installments.

All Fixed Rent shall be payable in monthly installments in advance, on the first (1st) day of each calendar month included within the term of this Lease. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a *per diem* basis.

3.2 **Additional Payments.** "**Additional Payments**" shall mean and be deemed to include all sums other than Fixed Rent payable by Tenant to Landlord under this Lease, including, without limitation, payments with respect to Real Estate Taxes, payments with respect to Landlord's Insurance Expenses, payments with respect to Association Expenses, late fees, overtime or excess service charges, damages, and interest, all costs and expenses necessary to own, operate, and maintain the Premises incurred directly by Landlord, and other costs related to Tenant's failure to perform any of its obligations under this Lease.

(a) **Tax Payments.** Commencing on the Effective Date, and thereafter during each Lease Year throughout the Term, Tenant shall pay to Landlord the Real Estate Taxes assessed against the Premises. As used herein, the term "**Real Estate Taxes**" shall mean all taxes, assessments and special assessments, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, municipal, school, county, open space taxes and business improvement and special improvement district assessments, levied, assessed or imposed at any time by any Authority upon or against the Premises and/or any part thereof, and any rights or interests appurtenant thereto. Should any alteration or improvement performed by or for Tenant during the Term cause an increase in one or more tax assessments, Tenant shall pay to Landlord the full cost of all taxes resulting from such increase in assessment.

(b) **Landlord's Insurance Payments.** Commencing on the Effective Date, and thereafter during each Lease Year throughout the Term, Tenant shall pay to Landlord the insurance costs incurred related to the Premises. As used herein, the term "**Landlord's Insurance Expenses**" shall mean all costs and expenses incurred directly by Landlord related to insuring the Premises, including, but not limited to, Landlord's insurance costs for fire and casualty, loss of rents, and liability insurance for the Premises. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible insurance expenses.

(c) **Association Expense Payments.** Commencing on the Effective Date, and thereafter during each Lease Year throughout the Term, Tenant shall pay to Landlord the Association Expenses incurred in the operation of the Premises for each Lease Year. As used herein, the term "**Association Expenses**" means all costs and expenses relating to the Association, including, but not limited to, Association fees or special assessments. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible Association Expenses.

(d) Tenant shall make payments with respect to Real Estate Taxes, Landlord's Insurance Expenses, and Association Expenses monthly in advance at the same time as the payment of the Fixed Rent. The monthly Real Estate Taxes, Landlord's Insurance Expenses, and Association Expenses payments shall be in an amount reasonably estimated by Landlord, in the following amounts for the initial Lease Year:

(i) The initial monthly Real Estate Taxes shall be Six Hundred Forty-Two and 00/100 Dollars ($642.00).

(ii) The initial monthly Landlord's Insurance Expenses payment shall be [] 00/100 Dollars ($[]).

(iii) The initial monthly Association Expenses payment shall be Seven Hundred Seventy-Five and 00/100 Dollars ($775.00).

Real Estate Taxes, Landlord's Insurance Expenses, and Association Expenses for any fraction of a month at the commencement or expiration of the Term, or in which the rate thereof changes pursuant hereto, shall be prorated on a *per diem* basis.

(e) At the end of each Lease Year, Landlord shall deliver to Tenant a statement setting forth (i) the amount Tenant paid for Real Estate Taxes, Landlord's Insurance Expenses, and Association Expenses for the preceding Lease Year and (ii) the amount of actual Real Estate Taxes, Landlord's Insurance Expenses, and Association Expenses for the Lease Year. If the amount Tenant paid exceeds the actual amount, then Landlord shall credit such difference on Tenant's next payment of Additional Payments. If the amount Tenant paid as was less than the actual amount, then Tenant shall pay such difference as Additional Payments to Landlord on Tenant's next payment of Additional Payments. Landlord's failure to furnish such statement for any Lease Year in a timely manner shall not prejudice Landlord from enforcing its rights hereunder.

(f) Tenant shall be given written notice at the commencement of each Lease Year of any adjustment to the estimated amounts for Real Estate Taxes, Landlord's Insurance Expenses, and Association Expenses.

3.3 **Utilities and Services.** Tenant shall directly contract for the provision of, and shall pay (before delinquency) for, all water, gas, heat, light, power, telephone, telecommunications, and other utilities and services supplied to the Premises, together with any taxes thereon and hook-up or connection fees associated therewith. Without limiting the foregoing, all telecommunications services (voice, video, and data) desired by Tenant shall be obtained at Tenant's sole cost and risk from providers authorized by Landlord and the appropriate governmental Authorities to provide such services to the Premises. Tenant shall

directly contract for the provision of, and shall pay (before delinquency) for, all services necessary for the reasonable commercial operation of the property, including without limitation, trash and snow/ice removal (including removal from parking areas, abutting roadways and walkways), landscaping and lawn maintenance, painting, and sign installation and maintenance.

3.4 **Late Fee.** If Tenant fails to pay when due any installment of Rent, Tenant covenants and agrees to pay to Landlord a late payment fee in an amount equal to the greater of five percent (5%) of such installment. If all or any portion of any payment required under any Loan Document is not paid on or before the 15th day after which such payment was due, Tenant shall pay a late charge, as liquidated damages, equal to ten percent (10%) of the amount of such delinquent payment.

4. **Condition of the Premises.**

4.1 **No Representations.** Tenant acknowledges that: (a) neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose; (b) except as expressly provided herein, neither Landlord nor its agents or employees have agreed to undertake any alterations or construct any improvements to the Premises; (c) Tenant has been advised to satisfy itself regarding the condition of the Premises including without limitation the heating, ventilation, and air-conditioning ("**HVAC**") systems, electrical and fire sprinkler systems and any structural or environmental matters and the present and future suitability of the Premises for Tenant's intended use; and (d) Tenant has been advised to satisfy itself regarding the Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state and federal laws, ordinances, rules and regulations, orders, permits and zoning, the requirements of any applicable fire insurance underwriter or rating bureau, and any covenants, restrictions or other matters of record relating to the Tenant, the Premises or the use thereof (collectively, "**Laws**"). Tenant further acknowledges, by taking possession of the Premises, that as of the Commencement Date: (e) Tenant has been given access to the Premises and has made such investigation as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (f) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties regarding said matters or the condition of the Premises other than as expressly set forth in this Lease.

4.2 **Tenant's Work.** Tenant shall accept the Premises in broom-clean condition. All finish work including installation of trade fixtures and furnishings, required from time to time to make the Premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as "Tenant's Work." All Tenant's Work shall be completed by Tenant at its expense. Before performing the Tenant's Work, Tenant shall obtain Landlord's written approval of Tenant's plans and specifications (including, without limitation, alterations, signs, colors, materials, and lighting for the Premises), deposit with Landlord certificates of insurance as required by this Lease and comply with other requirements which may be set forth herein or reasonably imposed by Landlord. Landlord shall use commercially reasonable efforts to approve or reject Tenant's plans and specifications within fourteen (14) days of receipt. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not

constitute evidence of compliance of such plans with any applicable local or state governmental code, regulation governing the same, or the adequacy thereof for Tenant's proposed use of the Premises.

4.3 **Tenant's Signs.** Before opening its business, Tenant may install a sign above the front entrance to the Premises. All signs must comply with all Laws, including, but not limited to, any applicable city and county code requirements. Tenant shall be solely responsible for all costs associated with the manufacture, installation, and maintenance of the signs. At the expiration of this Lease, Tenant shall remove all signs, at its sole expense, and shall repair any damage resulting from the installation or removal of the signs.

5. **Use.**

5.1 **Permitted Use.** Tenant shall operate is business within the Premises for the operation of a restaurant that is open to the public and for no other business or purpose without the prior written consent of Landlord (the **"Permitted Use"**).

5.2 **Prohibited Uses.**

(a) Tenant shall not use or permit the use of the Premises in a manner:

(i) That is unlawful; or

(ii) That creates damage, waste, or a nuisance.

(b) Tenant shall not conduct, nor permit to be conducted, any auction, fire sale, bankruptcy sale, going out of business, or similar sale on the Premises without Landlord's prior written consent.

5.3 **Tenant Operation.** Tenant shall complete Tenant's Work and open for business to the public for the Permitted Use not later than the Rent Commencement Date. Thereafter, Tenant covenants and agrees to operate its business on the Premises diligently and continuously in a first class and reputable manner throughout the Term. Tenant shall keep the Premises well lighted and in a safe, neat, and clean condition throughout the Term. Tenant agrees to take such actions as may be necessary, or as Landlord may require, to prevent or remedy any nuisance to or impact on the improvements related to the Permitted Use.

6. **Repairs and Maintenance.**

6.1 **Landlord's Obligations.** Subject to the remainder of this Section 6 and all provisions in this Lease relating to damage, destruction, or condemnation of the Premises and to Tenant's indemnification of Landlord, Landlord shall maintain, repair, and keep in at least the same condition as of the Effective Date (ordinary wear and tear excepted) the foundation, the roof, any roof coverings, and exterior walls (excluding the interior and exterior finish surfaces of exterior walls, windows, window frames and doors) of any building containing the Premises. If Landlord shall be called on to make any such repairs occasioned by the negligent act or omission of Tenant, its employees, agents, servants, customers, and other invitees, the entire cost of such repair shall be borne by Tenant. Except as provided above, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be those of Tenant. It is the intention of the Parties that the terms of this Lease govern the

respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

6.2 **Tenant's Obligations.** Subject to provisions in this Lease relating to damage, destruction or condemnation of the Premises, Tenant shall, at Tenant's sole expense, keep the Premises in good order, condition, and repair (whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior and exterior finish surface of exterior walls, ceilings, floors, windows, doors, plateglass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks, and parkways located in, on, or adjacent to the Premises. Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant shall, during the Term of this Lease, keep the exterior appearance of the Premises in the same condition as on the Rent Commencement Date, including, when necessary, the exterior repair of the Premises. Tenant is responsible for removal of snow and ice from the sidewalks adjacent to the Premises.

6.3 **HVAC.** Tenant shall, at Tenant's sole cost and expense, procure and maintain a contract, with copies to Landlord, in customary form and substance, for and with a contractor specializing and experienced in the inspection, maintenance, and service of the HVAC (as that term is defined in Section 4.1) system for the Premises. However, Landlord reserves the right, upon notice to Tenant, to procure and maintain the contract for the HVAC systems, and if Landlord so elects, Tenant shall reimburse Landlord, on demand, for the cost thereof as an Additional Payment.

6.4 **Landlord Remedy.** In addition to other rights and remedies available to Landlord under this Lease, if Tenant fails to perform Tenant's obligations under this Article 7, Landlord may enter on the Premises after five (5) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition, and repair, at Tenant's expense and tenant shall reimburse Landlord, on demand, for the cost thereof as an Additional Payment.

7. **Security Deposit.** At the time of Tenant's execution of this Lease, Tenant shall deliver the sum of Four Thousand and 00/100 Dollars ($4,000.00) (the "**Security Deposit**") to Landlord as security for the full, faithful, and timely performance of each and every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may, in Landlord's discretion, use, apply, or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other

loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used, applied, or retained, Tenant shall within ten (10) days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. Landlord may deliver the Security Deposit to the purchaser of the Premises if the Premises are sold, and after such time, Landlord have no further liability to Tenant with respect to the Security Deposit.

8. **Laws.**

8.1 **Tenant's Compliance.** Tenant shall, at Tenant's expense, comply with all Laws (as that term is defined in Section 4.1) relating to: (a) Tenant's occupancy of the Premises; (b) Tenant's Work; (c) Tenant's property; or (d) the Premises. If, however, compliance requires structural work to the Premises, Tenant shall be required to effect such compliance, at Tenant's expense, only if the obligation to comply arises from Tenant's Work, Tenant's Property, Tenant's manner of using the Premises, or any acts or negligence of Tenant, its employees, contractors, agents, or invitees.

8.2 **Tenant's Permits.** Tenant shall, at Tenant's own cost and expense, secure and maintain throughout the Term, all necessary licenses and permits from such Authorities as shall be necessary for, or incidental to, the conduct of its business in the Premises and shall comply with all Laws relating to the operation of its business. Landlord does not covenant, warrant, or make any representation that any particular license or permit that may be required in connection with the operation of Tenant's business shall be granted, or if granted, shall be continued in effect or renewed, and any failure to obtain, maintain, or renew such license or permit, or its revocation after issuance, shall not affect Tenant's obligations under this Lease.

9. **Hazardous Substances.**

9.1 **Tenant Restrictions.** Tenant shall not, and shall not permit any of its subtenants, employees, contractors, agents, or invitees, to introduce into the Premises, use in the Premises, or cause to be released from the Premises any Hazardous Substances. If Tenant breaches its obligations hereunder, Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill, or discharge of Hazardous Substances. "**Hazardous Substances**" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Laws.

9.2 **Disposal.** If Tenant shall be obligated to remediate any Hazardous Substances, Tenant shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

9.3 **Indemnity.** Tenant shall indemnify, defend, and hold harmless Landlord, its managing agent, and their respective members, shareholders, partners, directors, managers, officers, employees, and agents, from and against all liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising

from, or incurred in connection with any violation by Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable Laws.

10. **Insurance.**

10.1 **Tenant's Insurance.** Tenant shall, at Tenant's expense, maintain at all times during the Term and at all times when Tenant is in possession of the Premises the following:

(a) Commercial general liability insurance (or successor form of insurance designated by Landlord) in respect of the Premises, on an occurrence basis, with a combined single limit (annually and per occurrence and location) of at least One Million and 00/100 Dollars ($1,000,000) naming as additional insureds Landlord and any other person designated by Landlord. Tenant's liability insurance policy shall include contractual liability, fire, and legal liability coverage. Landlord shall have the right at any time and from time to time, to require Tenant to increase the amount of the commercial general liability insurance required to be maintained by Tenant under this Lease provided the amount shall not exceed the amount then generally required of tenants entering into leases for similar permitted uses in similar buildings in the general vicinity of the Premises;

Commented [JR1]: Confirm amounts of insurance

(b) Property insurance in an amount equal to one hundred percent (100%) of full replacement value, with a deductible not exceeding Ten Thousand and 00/100 Dollars ($10,000) covering Tenant's Work (including improvements and betterments, whether or not the improvements and betterments are restored), Tenant's property, and the property of third parties located in the Premises, against fire and other risks, including business interruption insurance covering a period of twelve (12) months;

Commented [JR2]: Confirm max deductible

(c) Workers' compensation and employer's liability insurance providing statutory benefits for Tenant's employees at the Premises;

(d) Plateglass insurance in an amount equal to the full replacement cost of all plateglass in the Premises, with a deductible not exceeding Five Hundred and 00/100 Dollars ($500.00).

(e) Such other insurance as Landlord may reasonably require.

10.2 **Certificates.** Tenant shall deliver to Landlord and each additional insured certificates in form reasonably acceptable to Landlord evidencing the insurance required by this Lease to be maintained by Tenant before the Commencement Date (and with respect to any insurance required under Section 4, before the commencement of any Tenant's Work), and at least thirty (30) days before the expiration of any such insurance, and on request, a copy of each insurance policy. All required insurance shall be primary and noncontributory (as shown on endorsement), issued by companies satisfactory to Landlord and contain a provision whereby it cannot be canceled unless Landlord and any additional insureds are given at least thirty (30) days' prior written notice of the cancellation. Tenant may carry any required insurance under a blanket policy if that policy complies with the requirements of this Lease and provides that Tenant's insurance for the Premises is on a "per location basis."

10.3 **Premium Increases.** Tenant shall not do or permit to be done any act which shall invalidate, be in conflict with Landlord's insurance policies, or increase the rates of insurance applicable to the Premises. If, as the result of a Default, Tenant's occupancy of the

Premises (whether or not such occupancy is a Permitted Use), and/or specific hazards attributable to Tenant's occupancy, the insurance rates for the Premises increase, Tenant shall reimburse Landlord for one hundred percent (100%) of such increase in premium(s), within thirty (30) days after Tenant is billed therefor.

10.4 **Release.** Provided its right of full recovery under its insurance policy is not adversely affected, Landlord and Tenant each hereby releases the other (and the other's agents and employees) with respect to any claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption and loss of rent). Landlord and Tenant shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, under which the insurance company waives its right of subrogation against the other party to this Lease and its agents and employees or consents to a waiver of the right of recovery against the other party to this Lease and its agents and employees. If an additional premium is required for the waiver or consent, the other party shall be advised of that amount and may, but is not obligated to, pay the same. If that party elects not to pay the additional premium, the waiver or consent shall not be required in favor of that party.

10.5 **Subtenants.** Any subtenant or other occupant of the Premises shall be obligated to comply with the provisions of this Article.

11. **Casualty.**

11.1 **Loss by Casualty.** If the Premises are damaged by fire or other casualty, Landlord shall give Tenant a certification made by a competent architect, in good standing, as to the number of days from the occurrence of such casualty within which the Premises, with the exercise of reasonable diligence, can be made fit for occupancy (the "**Repair Period**"), and the election, if any, which Landlord has made according to this Section. Such notice shall be given before the fifteenth (15th) day after such casualty, and the date of such notice shall be referred to herein as the "**Notice Date.**" If there is damage to the Premises as described in this Section 11, and if the Lease is not terminated as provided in this Section, then this Lease shall remain in full force and effect, and the parties waive any provisions of any law to the contrary.

11.2 **Minor Casualty.** If the Premises are damaged by fire or other insured casualty to the extent that the Repair Period does not exceed ninety (90) days, Landlord shall diligently pursue the repair of damage to the Premises (excluding the Tenant's Work). In that event, this Lease shall continue in full force and effect, except that Fixed Rent shall be abated on a pro rata basis based on the portion of the Premises that Tenant cannot use during the Repair Period.

11.3 **Major Casualty; End of Term.** If (a) the Premises are damaged by fire or other insured casualty to the extent that the Repair Period exceeds ninety (90) days, or (b) the Premises are damaged to any extent by any casualty and, on the Notice Date, the remainder of the Term is less than three (3) months, then Landlord may, at Landlord's option, diligently pursue the repair of damage to the Premises (excluding Tenant's Work). If Landlord elects to repair such damage during the Repair Period, Fixed Rent shall be abated on a pro rata basis during the Repair Period, based on the portion of the Premises the use of which Tenant is deprived during the Repair Period. If Landlord elects not to repair such damage during the Repair Period, this Lease shall terminate effective on the date of termination set forth in the notice, and Fixed Rent shall be abated on a pro rata basis based on the portion of the Premises

the use of which Tenant is deprived during the period from the date of the casualty to the date of termination of the Lease.

11.4 **Limitation.** Notwithstanding any other provision of this Lease, if the proceeds of Landlord's insurance are insufficient to pay for the repair of any damage to the Premises, or if the casualty is of such a nature so as to not be insured under Landlord's insurance, then Landlord shall have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant. If a fire or other casualty is the result of the willful misconduct, negligence, or failure to act of Tenant, its agents, contractors, employees, or invitees, there shall be no abatement of Rent as otherwise provided for in this Section 11. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant for any damage or losses to the Tenant that are occasioned by the damage to or destruction of the Premises or by the repair or restoration of the Premises.

11.5 **Tenant's Repair.** If Landlord is obligated or elects to repair any damage to the Premises, Tenant shall promptly replace or fully repair all inventory, goods, exterior signs, trade fixtures, equipment, display cases, and Tenant's Work. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business.

12. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning Authority takes title or possession, whichever first occurs. Landlord may terminate this Lease as to the portion of the Premises not taken if Landlord determines, in its discretion, that the taking renders operation of the Premises uneconomical. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Fixed Rent shall be reduced in proportion to the reduction in area of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages. All alterations made to the Premises by Tenant, for purposes of Condemnation only, shall be considered the property of Tenant and Tenant shall be entitled to any and all compensation which is payable therefor.

13. **Assignment and Subletting.** Tenant shall not assign, mortgage, or otherwise transfer or encumber (collectively, "**Assign**") all or any part of Tenant's interest in this Lease or in the Premises or sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other Person, without Landlord's prior written consent. Any Assignment or subletting shall not release Tenant from its obligations hereunder. Notwithstanding anything herein to the contrary, in lieu of consenting to any proposed assignment or subletting, Landlord may, by written notice to Tenant, elect to terminate this Lease and recapture the Premises as of a date specified in said written notice (the "**Recapture Date**"), and enter into a direct lease with the proposed assignee or subtenant, in which event this Lease and the Term shall come to an end on the Recapture Date with the same force and effect as if the Term were, by the terms hereof, fixed to expire on such date.

14. **Default.**

14.1 **Tenant Defaults.** Each of the following is a material default (a "**Default**") by Tenant under this Lease:

(a) Tenant fails to pay when due any Rent and the failure continues for ten (10) days following Landlord's notice (which notice shall also be considered any demand required by any Laws). If, however, Landlord gives such a notice of failure to pay Rent two (2) times in any twelve (12)-month period, any additional failure to pay any Rent when due within that twelve (12)-month period shall be considered a Default, without the requirement of any notice by Landlord.

(b) Tenant fails to comply with any other term of this Lease and the failure continues for ten (10) days following Landlord's notice. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that ten (10)-day period, Tenant shall have an additional period not to exceed twenty (20) days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within that ten (10)-day period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress at least every five (5) days.

(c) A third party institutes against Tenant any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws which is not dismissed within sixty (60) days, or Tenant institutes any legal action seeking such relief, and/or a receiver, trustee, custodian, or other similar official is appointed for Tenant, or for all or a substantial portion of its assets, or Tenant commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

(d) Except as otherwise expressly permitted under this Lease, Tenant fails to open for business and to continuously operate its business within the Premises or vacates or abandons the Premises before the Expiration Date.

14.2 **Landlord Cure Right.** If a Default occurs, Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand on, or written notice to, Tenant and without giving Tenant an opportunity to cure such Default. Tenant covenants and agrees to pay to Landlord, within thirty (30) days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest at the rate described in Section 3.6, from the date of payment of any such advances, costs and expenses by Landlord.

15. **Landlord's Remedies.**

15.1 **Right to Re-Enter.** If this Lease is terminated pursuant to Section 14, Landlord's agents or employees may re-enter the Premises and remove Tenant, its agents, employees, licenses, and any subtenants and other persons, firms, or corporations, and all or any of its or their property from the Premises, either by summary dispossess proceedings or by any suitable action or proceedings at law or in equity, without being liable to indictment or prosecution of damages therefor, and repossess and enjoy the Premises, together with all alterations, additions, and improvements to the Premises.

15.2 **Expenses.** In case of any termination, re-entry, or dispossession by summary proceedings or otherwise, the rents and all other charges required to be paid up to the time of such termination, re-entry, or dispossession, shall be paid by Tenant, and Tenant also shall

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

RPAG LLC,
a Delaware limited liability company

By: Sachin Lele
Name: EVP & General Counsel
Title:

TENANT:

Florio's Italian LLC,
an Illinois limited liability company

By:
Name: DOMINIC FLORIO
Title: MEMBER

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Retailer Façade and Commercial Tenant Improvement Grant Funds request for Florio's Italian, 1540 Carlemont Drive, Unit A, requesting $10,000 in matching grant funds

Recommendation: City Council's discretion:

1. Motion to award $10,000 in Retailer Façade and Commercial Tenant Improvement Grant Funds to Florio's Italian located at 1540 Carlemont Drive, Unit A, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with Florio's Italian
2. Motion to deny the grant application request

Staff Contact: Heather Maieritsch, Economic Development Manager

---

Background:

The Retailer and Manufacturer Job Creation and Investment Program was introduced in 2011 as a tool to help attract new or expanding businesses to Crystal Lake. This program includes the Retailer Façade and Commercial Tenant Improvement grant and provides matching grant funding to new and existing retailers and manufacturers who occupy vacant space, hire new full-time or part-time employees, and/or install eligible furniture, fixtures, and equipment (FFE).

KEY FACTORS

- Dominic Florio is looking to open and operate an Italian restaurant and bar in the unit he currently purchased at 1540 Carlemont Drive.
- The building was not previsouly a restaurant space so he will be doing a complete buildout of the inside along with exterior work with the addition of awnings.
- Florio's Italian is eligible for a $10,000 grant award under the matching grant program guidelines.

Upon approval of the grant by the City Council, the City and applicant will enter into an agreement that includes all the stipulations for the grant award. The agreement specifies what documentation

must be submitted before the payment is disbursed. Additionally, it has provisions to recoup the grant in case the business closes before the required four-year period.

In order to objectively analyze the applications for funding, eligibility criteria have been established in the Ordinance approving this program. The list below outlines the evaluation of the applicant's request in relation to our eligibility criteria:

1. The program is open to sales-tax generating business that will occupy retail space or a building or that will construct a new building for its business.
   ☒ *Meets* ☐ *Does not meet*

2. Applicant must meet a minimum annual taxable sales threshold of at least $150,000.
   ☒ *Meets* ☐ *Does not meet*

3. Applicant's business must provide a stocked retail showroom for retail products.
   ☒ *Meets* ☐ *Does not meet*

4. Applicant must provide written proof of façade, fixture, furniture, and equipment (FFE) costs.
   ☒ *Meets* ☐ *Does not meet*

5. Applicant must file an application for grant funding prior to commencing improvements.
   ☒ *Meets* ☐ *Does not meet*

6. Grant recipient may re-apply after five years from the date of recipient's previous award.
   ☒ *Meets* ☐ *Does not meet*

7. Eligible FFE includes, but is not limited to, shelving, racks, tables, chairs, furniture, point-of-sale systems, fixed computer equipment used in business operation, televisions located in dining rooms or showrooms, office furniture and appliances.
   ☒ *Meets* ☐ *Does not meet*

The applicant's request has been evaluated based on the above eligibility criteria and their planned façade improvements. The current application would meet seven of the seven eligibility criteria.

FUNDING STATUS OF 2023-2024 PROGRAM
For the 2023-2024 Fiscal Year, there is $80,000 budgeted for the Retailer and Manufacturer Job Creation and Investment Program. This is the second application received this fiscal year for the program, so there are sufficient funds for the grant.

Applicant Name/ Business Name	**Address**	**Total Requested**	**Date Approved**	**Amount Approved**
Studio T Salon	15 W. Crystal Lake Avenue	$10,000	*11/7/2023*	*$10,000*
Florio's Italian	**1540 Carlemont Drive, Unit A**	**$10,000**	***Pending***	***Pending***

Votes Required to Pass:
A simple majority vote.

2024- Florio’s Italian

1540 Carlemont Drive, Unit A





Res. 24R-12

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for Florio's Italian at 1540 Carlemont Drive, Unit A, for a Retail Façade and Commercial Tenant Improvement Matching Grant in an amount in the amount of $10,000.

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

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024

APPROVED: April 16, 2024

Draft

To the Mayor & Associates

My name is Dominic Florio and I am opening an Italian restaurant & bar at the building we purchased at 1540 Carlemont Drive

It will be a fine dining sit down establishment seating approximately 100

The building was never a restaurant so we are doing a complete buildout of the space inside and some cleanup and new awnings on the outside so the city grant program will be an appreciated help with the project thanks for the consideration.

Dominic Florio

Florio's Italian

1540 Carlemont Drive

Crystal Lake, Il. 60014

CITY OF CRYSTAL LAKE
Retailer Façade and Commercial Tenant Improvement Grant Application

Please completely fill out this application and return it to the City of Crystal Lake with the items listed in the checklist on page 2.

Applicant Information	Name DOMINIC FLORIO	Phone [redacted]
	Mailing Address 420 COURSE DR LAKE IN THE HILLS IL	Fax
	Email DOMINIC@FLORIOSITALIAN.COM	IL Business Tax# 93-484-7376

Property Information	Address for building for which grant is sought: 1540 CARLEMONT DR UNIT A	
	Property Identification Number(s) 19-18-479-024	Phone [redacted]

Check one:

☑	New business occupying vacant retail space
☐	Existing retail business making improvements to my building or tenant space

Description of furniture, fixtures, and equipment to be utilized:

KITCHEN APPLIANCES TABLES CHAIRS OVENS, STOVES, FRYERS. ETC.

ALSO FACADE IMPROVEMENTS. ADDITION OF 25' WIDE AWNING · FOR CENTER SECTION SOUTH SIDE OF BUILDING · AND NEW COVERINGS OF EXISTING 3 AWNINGS PLUS BRICK CLEAN UP + WINDOW FRAME + DOOR FRAME REPAIRS. AS NEEDED.

Continued on the next page

RECEIVED
DEC 19 2023
By: RH

PM

FURNITURE & KITCHEN EQUIPMENT

25 TABLES 100 EACH = 2500

80 DINING CHAIRS 170 EACH = 13,600

30 BAR STOOLS 150 EACH = 4500

8 BAR TABLES 150 EACH = 1200

KITCHEN EQUIPMENT :

STOVES, OVENS REFRIDGERATION ESTIMATED COST 45,000

ESTIMATED PURCHASE 66,800

FACADE IMPROVEMENTS

REPLACE AWNING COVERINGS ON (3) EXISTING AWNINGS
COST.: 850.00 EACH. = 2550.00

1) ADDITIONAL 25' WIDE AWNING ON SOUTH SIDE OF BUILDING CENTER SECTION - COST. 4750.00

CLEANUP OF BRICK & WINDOW + DOOR FRAMES REPAIRS.
APPROXIMATELY 2500.00

TOTAL EXTERIOR UPGRADES + REPAIRS. 9800.00

ANNUAL FORECAST

100 SEATS

60% USE 6 DAYS PER WEEK AT 38.00 PER COVER X 1.5 TURNS = 20,520

20,520 WEEKLY X 52 WEEKS ESTIMATED GROSS 1,067,040.00 YEARLY FOOD

BAR ESTIMATE 250,000

CARRY OUT & CATERING NOT INCLUDED IN ESTIMATE

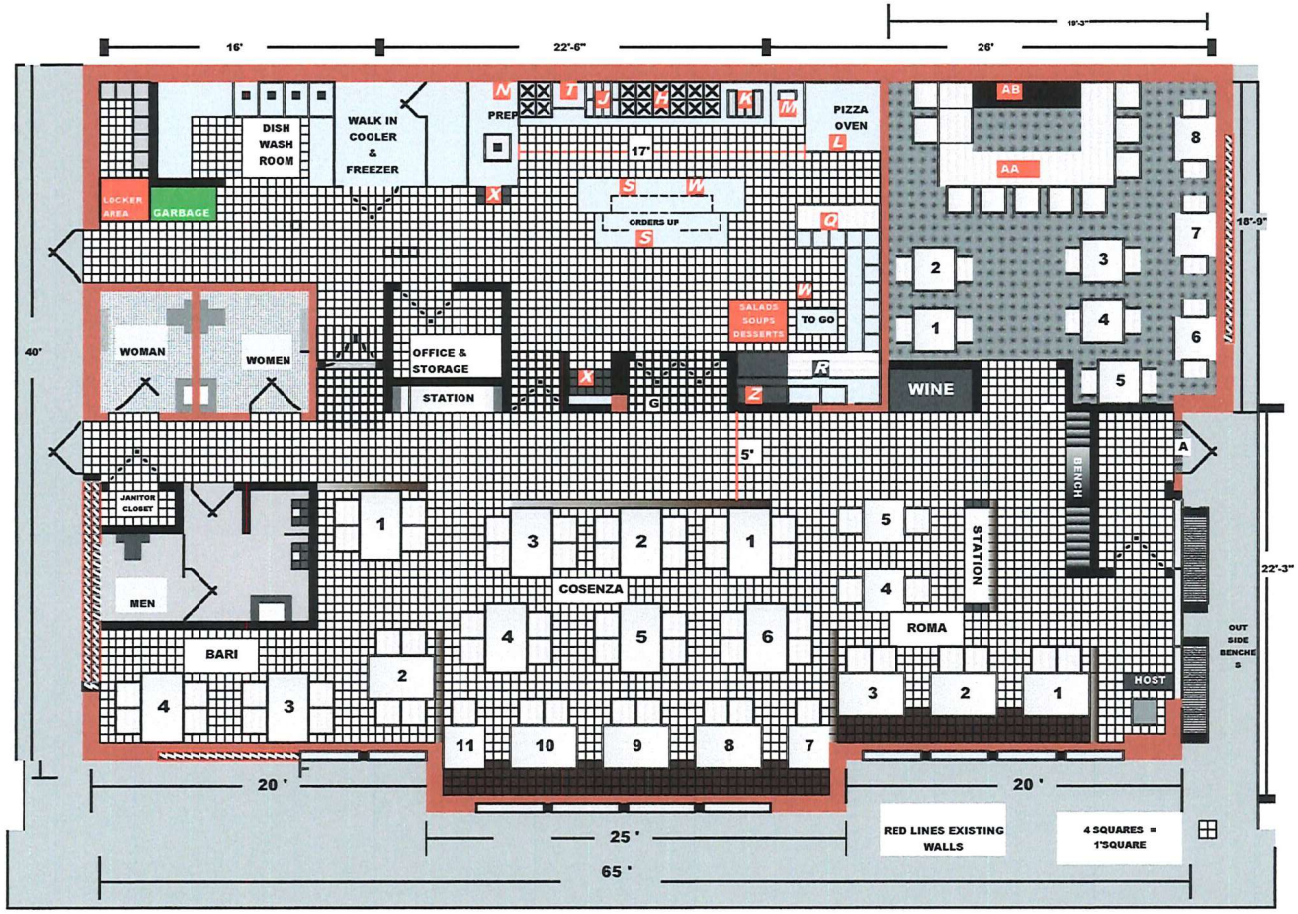
Application Checklist

The following items must be submitted with the Improvement Application form (Page 1):

- ☐ Completed and signed Crystal Lake Improvement Grant Application;
- ☐ Written estimates for the furniture, fixtures, and equipment to be purchased;
- ☐ Written estimates for the façade improvements;
- ☐ A floor plan, illustrating the locations for the furniture, fixtures, and equipment (drawings do not have to be architectural renderings, but should be to scale so that the City can understand the scope of the proposed project);
- ☐ Written description of the scope of the proposed project (letter to the Mayor and City Council);
- ☐ Taxable sales records and/or projections.

I agree to comply with the guidelines and standards of the City of Crystal Lake Job Creation and Investment Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature _____ Date 12-15-23



H	12 BURNER STOVE & CONVETION & STANDARD OVEN
J	PASTA COOKER WILL NEED WATER HOOK UP
K	GAS GRILL
L	PIZZA OVEN
M	GAS FRYER
N	PREP AREA W/ SINK & DOUBLE RURNERS FOR POTS
P	GAS FRYER
Q	REFRIDGE PIZZA TABLE
R	SALAD PREP
S	ORDER PICK UP & UNDER COUNTER REFRIDGERATION
T	SALAMANDER
W	UNDER COUNTER REFRIDGERATION
Z	GLASS DOOR DRINK FRIDGE
AA	3 COMPARTMENT BAR SINK
AB	BACK BAR COUNTER HEIGHT BEVERAGE FRIDGE
X	HAND SINK

78 PABLO CHAIRS

16 OTHERS

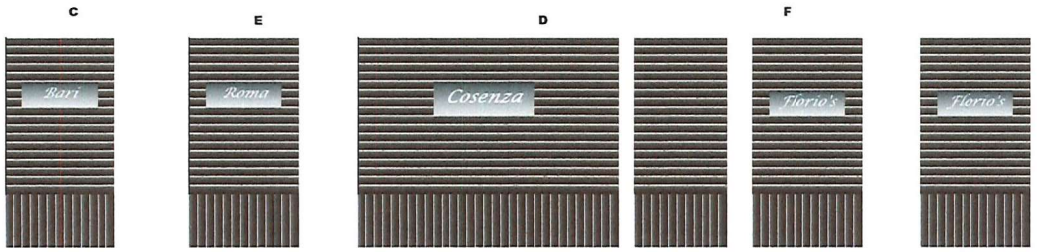
30 stools

16 30x48 tops

12 30x30 tops

16 double base

4 single base





CITY OF CRYSTAL LAKE
Grant Agreement

THIS AGREEMENT, entered into this 16th day of April, 2024, between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Owner's Name: Florio's Italian, LLC

Business Name: Florio's Italian

Owner's Federal Tax ID#: 93-4847376

Address of Property to be improved:

1540 Carlemont Drive

Crystal Lake, Illinois 60014

WITNESSETH:

WHEREAS, the CITY has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the CITY and its residents, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, to promote the vitality of the CITY's commercial business areas, the CITY established its Economic Development Matching Grant Programs; and

WHEREAS, the Retailer Job Creation and Investment Programs provide financial assistance to building and business owners who occupy vacant space and facilitate job creation in Crystal Lake; and

WHEREAS, the City Council has found and determined that increased participation in the Retailer Job Creation and Investment Programs will encourage the maintenance and improvement of businesses within Crystal Lake and will stimulate economic activity in Crystal Lake, including the creation and maintenance of jobs and the attraction of consumers to Crystal Lake and will otherwise generally benefit the well-being of the residents of Crystal Lake by stimulating commercial growth, and provide crucial economic support to allow the CITY to continue to provide the level of municipal services to its commercial and residential citizens; and

WHEREAS, the CITY is authorized to expend public funds for a public benefit and by participating in the Retailer Job Creation and Investment Programs, the CITY will provide a benefit to the public, generally; and

WHEREAS, the OWNER has applied for reimbursement under the Retailer Job Creation and Investment Program; and

WHEREAS, The CITY has determined that the OWNER is eligible for the Retailer Job Creation and Investment Program, subject to the condition and limitation set forth in the City Code and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER do hereby agree as follows:

SECTION 1

The CITY shall reimburse the OWNER for the cost of furniture, fixtures and equipment at OWNER'S property. Reimbursements to the OWNER will be made at a rate of fifty percent (50%) for the cost of façade improvements or of eligible furniture, fixtures, and equipment for the OWNER's business, up to a maximum amount of $10,000 for new retailers. Façade improvements must comply with all applicable codes and ordinances. The OWNER must follow all laws regarding prevailing wages for façade improvements. The actual total reimbursement amounts per this Agreement shall not exceed $10,000.

SECTION 2

The CITY's approval of a grant shall not be construed as permission to commence construction on the subject property. No improvements or construction shall be undertaken by the OWNER on the location of their business until applications for Building Permits and Occupancy have been submitted to the Building Division and approved by the CITY. Following approval, the OWNER shall occupy the subject property and commence full-time business operations within one hundred eighty days (180) from the date of City Council approval. The OWNER may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 3

Upon completion of the improvements and upon their final inspection and approval by the City Building Commissioner, the OWNER shall submit to the CITY properly executed documentation, including: receipts and cancelled checks for the purchase of the approved furniture, fixtures, and equipment; copies of material costs and certified payrolls verifying prevailing wages were paid for all façade improvements; copy of a final Certificate of Occupancy for the business. The CITY shall issue a check to the OWNER as reimbursement for one-half of the furniture, fixtures, and equipment, subject to the limitations set forth in Section 1 hereof once one year of sales tax data has been verified. The OWNER shall only be entitled to the reimbursement set forth in Section 1 hereof if the taxable sales exceed $150,000 in the first year of operation.

SECTION 4

If the OWNER fails to purchase furniture, fixtures, or equipment, or fails to construct improvements to the façade, consistent with the conditions of the approval by the Mayor and City Council, then upon written notice being given by the City Manager to the OWNER, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 5

Upon completion of the improvement work pursuant to this Agreement, the OWNER shall be responsible for properly maintaining the façade, furniture, fixtures, and equipment without change or alteration thereto, as provided in this Agreement for a period of four (4) years following completion of the construction and/or business commencement.

SECTION 6

This Agreement shall be binding upon the CITY and upon the OWNER and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

In the event that at any time, subsequent to the reimbursement payment required by this Agreement have been paid by the City, the OWNER abandons, closes, transfers, sells or terminates the OWNER's business upon the Property during the four (4) year term of this Agreement (hereinafter collectively referred to as the "Terminating Event"), the OWNER shall, within thirty (30) days from the date of the Terminating Event or such later date as the City may agree to in writing (hereinafter, the "Refund Payment Due Date"), refund to the City a portion of the Improvement Grant received from the City prior to the Terminating Event, in accordance with the following schedule (hereinafter, the "Refund Payment").

Date of Terminating Event	**% of the Total Grant Payment to be Refunded**
Within one year of the completion date	100%
Within two years of the completion date	75%
Within three years of the completion date	50%
Within four years of the completion date	25%

Such Refund Payment shall be paid to the City within thirty (30) days from the date of the Terminating Event (hereinafter, the "Refund Payment Due Date").

OWNER agrees on its own behalf and on behalf of its heirs, successors, and assigns that the City's right to the Refund Payment pursuant to this paragraph shall constitute both a personal obligation of the OWNER and a lien against the Property, and OWNER agrees that the City may record this Agreement with the McHenry County Recorder of Deeds. To further secure the repayment of Reimbursement Payments pursuant to this paragraph, OWNER agrees to execute and deliver to the City a UCC financing statement, in a form acceptable to the City Attorney, pledging inventory, accounts held at financial institutions, accounts receivables, and such other assets of the OWNER as the parties may agree to in writing, and OWNER further consents to the filing and/or recording of such financing statements as may be appropriate under the laws of the State of Illinois. Such financing statement shall be delivered to the City upon request.

SECTION 7

The OWNER releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the façade, furniture, fixtures, and equipment. The OWNER further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF CRYSTAL LAKE

City Manager

ATTEST:

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Commercial Façade Improvement Grant Funds request for KD Market, 29 Crystal Lake Plaza, requesting $30,000 in matching grant funds

Recommendation: City Council's discretion:

1. Motion to award $30,000 in Commercial Façade Improvement Grant Funds to KD Market located at 29 Crystal Lake Plaza, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with KD Market
2. Motion to deny the grant application request

Staff Contact: Heather Maieritsch, Economic Development Manager

---

Background:

The Commercial Façade Improvement Grant Program was introduced in 2023. The program encourages existing property owners to enhance and improve the appearance of their buildings through exterior commercial façade improvements and provides 50/50 matching grant funds.

KEY FACTORS

- 29 Crystal Lake Plaza has been vacant in the City of Crystal Lake for many years and KD Market recently purchased the property to open a new grocery store.

- KD Market is proposing a façade improvement. The project is eligible for a 50/50 matching grant under the program guidelines to reimburse the business for fifty percent of the project costs up to $30,000 because the location is over 35,000 sq ft.

Upon approval of the grant by the City Council, the City and applicant will enter into an agreement that includes all the stipulations for the grant award. The agreement specifies what documentation must be submitted before the payment is disbursed. Additionally, it has provisions to recoup the grant in case the business closes before the required four-year period.

In order to objectively analyze the applications for funding, eligibility criteria have been established in the Ordinance approving this program. The list below outlines the evaluation of the applicant's request in relation to our eligibility criteria:

1. The program is open to sales-tax generating business that will occupy retail space or a building in B-1, B-2 and B-4 zoned site within the Crystal Lake.
   ☒ *Meets* ☐ *Does not meet*

2. Applicant must meet a minimum annual taxable sales threshold of at least $100,000.
   ☒ *Meets* ☐ *Does not meet*

3. Applicant must provide written proof of façade costs.
   ☒ *Meets* ☐ *Does not meet*

4. Applicant must file an application for grant funding prior to commencing improvements.
   ☒ *Meets* ☐ *Does not meet*

5. Only one of these grants may be issued per property owner.
   ☒ *Meets* ☐ *Does not meet*

6. Eligible façade improvements include, but are not limited to; exterior brick cleaning; exterior tuck pointing; exterior painting; wall façade construction, repair, and treatment; original exterior architectural features repair or replacement; interior/exterior demolition; and historic renovation to interior/exterior.
   ☒ *Meets* ☐ *Does not meet*

The applicant's request has been evaluated based on the above eligibility criteria and their planned façade improvements. The current application would meet six of the six eligibility criteria.

FUNDING STATUS OF 2023-2024 PROGRAM
For the 2023-2024 Fiscal Year, there is $250,000 budgeted for the Commercial Façade Improvement Program. This is the fourth application received this fiscal year for the program, so there are sufficient funds for the grant.

Applicant Name/Business Name	Address	Total Requested	Date Approved	Amount Approved
Labemis	109 N. Main Street	$3,173.73	*11/7/2023*	$3,173.73
Heisler's Bootery and Angelo's Shoe Repair	50 and 52 N. Williams Street	$4,305.38	*11/7/2023*	$4,305.38
Today's Uniform Store	58 N. Williams Street	$9,392.97	*11/7/2023*	$9,392.97
KD Market		**$30,000**	***Pending***	***Pending***

Votes Required to Pass:
A simple majority vote.

Res. 24R-13

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for KD Market at 29 Crystal Lake Plaza, for a Commercial Facade Improvement Grant in an amount in the amount of $30,000.

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

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024

APPROVED: April 16, 2024

Draft

2024- KD Market

29 Crystal Lake Plaza





Subject: Grant Proposal for Facade Renovation Project in Crystal Lake

Dear Mayor Haleblian and Esteemed Members of the City Council,

I hope this letter finds you well. I am writing to present a proposal for a grant to support a transformative project aimed at enhancing the aesthetic appeal and functionality of a prominent building in our beloved city of Crystal Lake.

Our proposed project entails a comprehensive facade renovation that will breathe new life into the exterior of the building located at 29 Crystal Lake Plaza. This renovation will not only rejuvenate the appearance of the structure but also contribute to the revitalization of our community's urban landscape.

The scope of the proposed project includes the following key elements:

- **New Bricks:** We plan to replace the existing facade with high-quality, durable bricks that will not only enhance the visual appeal but also ensure longevity and structural integrity.
- **New Columns with Brick and Stone Finish:** The addition of new columns adorned with a combination of brick and stone finish will impart a sense of grandeur and architectural elegance to the building.
- **New Entrance Door:** A new entrance door will be installed to provide a welcoming and inviting gateway to visitors, residents, and passersby.
- **New Windows:** Upgrading the windows to modern, energy-efficient models will not only enhance the building's appearance but also contribute to improved energy conservation and sustainability.
- **New Soffits:** The installation of new soffits will not only add visual appeal but also protect the building from moisture and weather damage, ensuring its longevity.
- **Elevated and Enclosed Outdoor Seating Area:** One of the most exciting features of our proposed project is the creation of an elevated and enclosed outdoor seating area. This addition will provide a charming space for our future Customers.

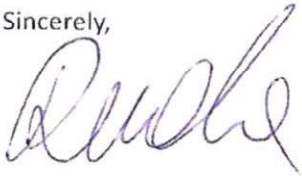
We believe that this project aligns perfectly with the city's vision for urban development and community enhancement. By investing in the revitalization of this building's facade, we aim to create a landmark that reflects the pride and spirit of Crystal Lake while also fostering economic growth and attracting visitors to our downtown area.

However, to realize this vision, we require financial support. Therefore, we respectfully request consideration for a grant to fund a portion of the project costs. Your support will not only benefit this specific building but will also have a ripple effect, positively impacting the surrounding businesses and neighborhoods.

In conclusion, we are excited about the opportunity to undertake this transformative project and are committed to working closely with the city administration and council to ensure its success. We are confident that with your support, we can create a legacy that enhances the vibrancy and allure of Crystal Lake for generations to come.

Thank you for considering our proposal. We look forward to the opportunity to discuss it further and address any questions or concerns you may have.

Sincerely,



Magdalena Duda, CFO
KD Market

CITY OF CRYSTAL LAKE

Commercial Facade Improvement Grant Program

MATCHING GRANT APPLICATION FORM





2023 Fiscal Year



ADMINISTERED BY:

CITY OF CRYSTAL LAKE
PLANNING & ECONOMIC DEVELOPMENT
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

CITY OF CRYSTAL LAKE
Commercial Facade Improvement Grant Program

In its continuing effort to support the development of the business community and our workforce, the City of Crystal Lake has created a Commercial Facade Improvement Grant Program for new and existing retail business owners. The City Council will review applications and award grant funds to eligible new and existing retail businesses who complete façade improvements to their businesses.

This booklet is intended to provide general information regarding these programs. The actual terms and conditions of each program, qualifications for participation and further limitations may be found in Chapter 228 of the City Code of the City of Crystal Lake, and are subject to change by the City Council. For more information, please contact the Planning & Economic Development Department at (815) 356-3737.

Program descriptions and eligibility requirements:

Commercial Façade Improvement Program		
ELIGIBILITY[1]	**AWARD**	**AWARD CALCULATION[2]**
Site must be zoned B-1, B-2 and B-4 within Crystal Lake, Illinois and a retail or restaurant use; Applicant must be the property owner of the building in the City limits of Crystal Lake; Only one grant is awarded per applicant over the life of the site. Applicant must file an application prior to commencing improvements. Grant allowance is determined by square footage per project area that is under common ownership. For example: A shopping center would need to calculate all units together under the same ownership that are being considered for the grant.	Up to $20,000 for spaces up to 10,000 sq ft Up to $25,000 for spaces 10,001- 35,000sq ft Up to $30,000 for spaces 35,001 sq ft and above	50% match for exterior façade improvements, signage is not allowed as a matching or reimbursable expense.

[1] See detailed eligibility criteria below. See also Chapter 228 of the City Code for Commercial Façade Improvement Program

[2] $250,000 of available funding for this program. All awards are subject to the financial limitations established by the City's appropriation ordinance from time to time.

COMMERCIAL FAÇADE IMPROVEMENT PROGRAM ELIGIBILITY CRITERIA

(i) Applicants are required to complete and submit an Illinois Department of Labor Authorization to Release Sales Tax Information form to City Staff as part of the required application documentation.

(ii) Award calculations may include façade construction along with fixtures and equipment costs, up to maximum award amount.

(iii) Façade improvements must comply with all applicable codes and ordinances.

(iv) Eligible façade improvements include, but are not limited to;

a. exterior brick cleaning;
b. exterior tuck pointing;
c. exterior painting;
d. wall façade construction, repair, and treatment;
e. original exterior architectural features repair or replacement;
f. exterior demolition;
g. historic renovation to exterior, doors, electrical conduit/wiring and fixtures, masonry, structural elements, windows, and exterior paint;
h. improvements to all elevations visible from a public way;
i. New window and frame for architectural improvement that is visible from the street and is appropriately scaled to the building.
j. New storefront construction appropriately scaled within an existing building.
k. New awnings (excluding bubble/round awnings) to buildings located in the Downtown or VSC Districts that are part of a larger façade improvement project;
l. Street level windows (glass) and doors are eligible only when part of an overall larger façade improvement project.

(v) Improvements in the Downtown must be of historic nature and matching the existing look and materials in the surrounding area. Please contact staff for additional questions and guidance regarding this.

(vi) Applicant's business must provide a stocked retail showroom for retail products or be a limited service or full service restaurant.

(vii) Applicant must provide written proof of façade construction costs and/or FFE costs.

(viii) Applicant applying for funds for façade improvements must sign and submit an affidavit that they paid prevailing wages.

(ix) Applicant must file and have City Council approval for grant funding prior to commencing improvements.

(x) Grants shall only be awarded to property owners for the rehabilitation of commercial shopping centers or multi-story mixed use buildings containing first floor retail/commercial space (leasing or common areas within primarily residential buildings are expressly excluded) .

(xi) Property owners may apply for one grant award per site over the life of the program.

(xii) Property owners have twelve (12) months after the award to complete the project, reimbursement is giving after the building permit work is completed and the final inspection is completed and approved by the Building Department.

(xiii) Maximum award amounts are based upon the size of the shopping center as follows:

- 10,000 square feet of floor area: $20,000 maximum grant
- 10,001 – 35,000 square feet of floor area: $25,000 maximum grant
- 35,001 square feet or more: $30,000 maximum grant

Eligible Properties and Applicants

All restaurant and retail focused and operated commercial locations in the City of Crystal Lake are eligible for Commercial Tenant Improvement Program. Applicants who apply for funding after commencing the improvements are ineligible. Only improvements to facades that directly front a public right-of-way are eligible.

Businesses filing applications must meet a minimum annual taxable sales threshold of $100,000 to be eligible for grant funding. New business applicants shall provide sales projections with their applications. The City of Crystal Lake will verify minimum taxable sales thresholds are met using Illinois Department of Revenue reports.

Any building with a zoning, building code, or fire/safety code violations is not eligible for the program. Any commercial building owner, or business owner (tenant) with building owner authorization (a lease or other agreement), may apply for the grant.

Ineligible Projects

The Commercial Façade Improvement Grant Program will not provide funds for working capital, debt refinancing, inventory acquisition, application fees, permit fees, legal fees, or signage.

Grant Agreement

As a condition of the award of grant funds, eligible and approved applicants will be required to enter into an agreement with the City in a form to be approved by the City Council. The Agreement will contain terms and conditions of any grant award which would be made, including a requirement that the applicant must repay some or all of the grant money in the event that the business for which the grant was approved does not remain in continuous operation for at least five years. The sample Grant Agreement attached to this application form contains sample provisions of the Grant Agreement and is for reference only. Please do not file this document with your application, as it is only a sample. In the event that it is determined that you are eligible for a grant award, an original form of Grant Agreement will be provided to you by the City.

Administration

Applicants are encouraged to submit complete applications to City Hall in person or via e-mail. Applications for the City's grant programs will be accepted on a first-come, first-served basis. Only completed applications that include all required submittal documents and information will

be accepted. The City's Community Development Department will review the application for accuracy and will determine if it meets the requirements for funding.

If the application is determined to meet the requirements of the program, the application will be forwarded to City Council for review within 21 days. If the application receives City Council approval, the applicant must enter into an agreement with the City. Matching grant funds will only be disseminated to the applicant after the following items are completed:

A) An affidavit stating prevailing wage was paid for the construction and labor for façade improvements must be submitted;
B) The furniture, fixtures, and equipment have been purchased and implemented within the business;
C) Receipts and cancelled checks or credit card statements for the purchase of the approved furniture, fixtures, and equipment are submitted;
D) The applicant has received a building permit inspections and approvals.

Questions

A grant application and submittal requirements are included with this packet. If you have further questions regarding the Improvement Programs, please contact the City of Crystal Lake Planning and Economic Development Department at (815) 356-3737.

CITY OF CRYSTAL LAKE
Commercial Facade
Improvement Grant Application

Please completely fill out this application and return it to the City of Crystal Lake with the items listed in the checklist on page 2.

Applicant Information	Name KRYSTYNA'S DEC, INC.	Phone 847.233.0770 ext 6.
	Mailing Address 1046 S Elmhurst Rd Mt Prospect IL 60056	Federal Tax ID# 36-4178109
	Email OFFICE@MYKDMARKET.COM	IL Business Tax# 2885-0092

Property Information	Address for building for which grant is sought: 29 CRYSTAL LAKE PLAZA CRYSTAL LAKE, IL 60014	
	Property Identification Number(s)	Phone 847-233-0770

Description of façade improvements and estimated costs:

We are looking to do a total facade renovation. Add an additional entrance and windows, install columns and awings. Our estimated build cost is $295k, which includes both materials and labor.

Application Checklist

The following items must be submitted with the Improvement Application form (Page 1):

- [x] Completed and signed Crystal Lake Façade Improvement Grant Application;
- [x] Written cost estimates for the façade improvements do not include labor costs as they will not be covered;
- [x] A visual rendering, illustrating the new façade (drawings do not have to be architectural renderings, but should be to scale so that the City can understand the scope of the proposed project);
- [x] Written description of the scope of the proposed project (letter to the Mayor and City Council);

I agree to comply with the guidelines and standards of the City of Crystal Lake Commercial Façade Improvement Grant and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature _____ Date 03/19/24

EXISTING FRONT ELEVATION

SCALE: 1/16"=1'-0"



PROPOSED FRONT ELEVATION - OPTION D

SCALE: 1/16"=1'-0"

KD MARKET EXTERIOR FACADE REMODEL
29 CRYSTAL LAKE PLAZA
CRYSTAL LAKE, IL 60014

INTEGRITY ARCHITECTURE
304/445 Diversey Parkway | West Chicago | IL | 60185
P: 630.745.1057 | E: contact-us@integrity-architecture.com
Professional Design Firm Architect Corporation

Builder:	RCC Commercial Construction
Client:	KD Market
Location:	29 Crystal Lake Plaza (Exterior Facade) Crystal Lake, IL 60014
Date Submitted:	02.14.2024

	Trade	Notes	Cost	Balance Due
1	Demolition		$9,000.00	
2	Masonry		$3,500.00	
3	Carpentry		$45,000.00	
4	Asphalt Paving		$4,000.00	
5	Structural Steel		$12,300.00	
6	Concrete Cast in Place - Exterior		$7,000.00	
7	Ornamental Iron			
8	Roofing	The roof cannot be complete with my contractor as the existing roofing warranty will be void.		
9	EIFS/Dryvit/FENC		$56,200.00	
10	Siding			
11	Ridged Insulation			
12	New Concrete			
13	Metal Studs and drywall		$45,000.00	
14	Millwork		$11,000.00	
15	Overhead Doors			
16	Doors, Frames, Hardware			
17	Glass and Glazing			
18	Acoustical Ceiling			
19	Electrical		$9,000.00	
20	Plumbing			
21	HVAC			
22	Fire Alarm System			
23	Fire Sprinkler			
24	Tile			
25	VCT & Vinyl Base			
26	Floor Protection			
27	Floor Polishing			
28	Painting			
29	ADA & Toilet Accessories			
30	Phone Data			
31	General Conditioning		$10,000.00	
32	Architecture			
33	Miscellaneous		$10,000.00	
34	Excavation		$3,000.00	
35	Tile Installation			
36	Styrofoam Molding			
37	Loading Dock			
38	FRP			
39	Partition Walls			

	Trade	Notes	Cost	Balance Due
40	Cove Base			
41	Concrete Cutting and removal			
42	Dirt Removal			
43	Trench Pre-pour concrete			
44	Plumbing Fixtures			
45	Steel Frames			
46	Construction of temporary protection			
47	Granite			
48	Coping		$10,000.00	
49	Gravel CA-6			
50	Insurance			
51	Temporary Fence		$3,000.00	
52	New Kitchen Hood			
53	Concrete Curb			
54	Debris Removal		$2,000.00	
55	Ardex - Self leveling			
56	Construction Management Fee			
57	General Contracting Fee		$24,000.00	
58	Light Fixture			
59	Stainless Steel Case Railing			
60	Soffet	Not sure what the soffit needs to be as on the plans it shows metal and the rest of the plaza has wood.		
	Total		**$264,000.00**	**$0.00**

Builder Signature:

Date:

Client Signature:

Date:

CITY OF CRYSTAL LAKE
Grant Agreement

THIS AGREEMENT, entered into this 7th day of November, 2023, between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Owner's Name: Krystyna's Deli, Inc.

Business Name: KD Market

Owner's Federal Tax ID#: 36-4178109

Il Business Tax #: 2885-0092

Address of Property to be improved:

29 Crystal Lake Plaza

Crystal Lake, Illinois 60014

WITNESSETH:

WHEREAS, the CITY has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the CITY and its residents, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, to promote the vitality of the CITY's commercial business areas, the CITY established its Economic Development Matching Grant Programs; and

WHEREAS, the Commercial Façade Improvement Grant provides financial assistance to building and business owners who occupy space in Crystal Lake in need of façade repair and rehabilitation; and

WHEREAS, the City Council has found and determined that increased participation in the Commercial Façade Improvement Grant Program will encourage the maintenance and improvement of businesses within Crystal Lake and will stimulate economic activity in Crystal Lake, including the creation and maintenance of jobs and the attraction of consumers to Crystal Lake and will otherwise generally benefit the well-being of the residents of Crystal Lake by stimulating commercial growth, and provide crucial economic support to allow the CITY to continue to provide the level of municipal services to its commercial and residential citizens; and

WHEREAS, the CITY is authorized to expend public funds for a public benefit and by participating in the Commercial Façade Improvement Grant Program, the CITY will provide a benefit to the public, generally; and

WHEREAS, the OWNER has applied for reimbursement under the Commercial Façade Improvement Grant Program; and

WHEREAS, The CITY has determined that the OWNER is eligible for the Commercial Façade Improvement Grant Program, subject to the condition and limitation set forth in the City Code and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER do hereby agree as follows:

SECTION 1

The CITY shall reimburse the OWNER for the cost of façade improvements at OWNER'S property. Reimbursements to the OWNER will be made at a rate of fifty percent (50%) for the cost of façade improvements for the OWNER's business, up to a maximum amount of $30,000. Façade improvements must comply with all applicable codes and ordinances. The OWNER must follow all laws regarding prevailing wages for façade improvements. The actual total reimbursement amounts per this Agreement shall not exceed $30,000.

SECTION 2

The CITY's approval of a grant shall not be construed as permission to commence construction on the subject property. No improvements or construction shall be undertaken by the OWNER on the location of their businesses until applications for Building Permits and Occupancy have been submitted to the Building Division and approved by the CITY. Following approval, the OWNER shall complete the building façade improvements within one hundred eighty days (180) from the date of City Council approval. The OWNER may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 3

Upon completion of the improvements and upon their final inspection and approval by the City Building Commissioner, the OWNER shall submit to the CITY properly executed documentation, including: receipts/paid invoices for purchases; copies of material costs and certified payrolls verifying prevailing wages were paid for all façade improvements; copy of a final Certificate of Occupancy for the business. The CITY shall issue a check to the OWNER as reimbursement for one-half of the façade improvements, subject to the limitations set forth in Section 1 hereof.

SECTION 4

If the OWNER fails to construct improvements to the façade, consistent with the conditions of the approval by the Mayor and City Council, then upon written notice being given by the City Manager to the OWNER, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 5

Upon completion of the improvement work pursuant to this Agreement, the OWNER shall be responsible for properly maintaining the façade without change or alteration thereto, as provided in this Agreement for a period of four (4) years following completion of the construction and/or business commencement.

SECTION 6

This Agreement shall be binding upon the CITY and upon the OWNER and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

In the event that at any time, subsequent to the reimbursement payment required by this Agreement have been paid by the City, the OWNER abandons, closes, transfers, sells or terminates the OWNER's business upon the Property during the four (4) year term of this Agreement (hereinafter collectively referred to as the "Terminating Event"), the OWNER shall, within thirty (30) days from the date of the Terminating Event or such later date as the City may agree to in writing (hereinafter, the "Refund Payment Due Date"), refund to the City a portion of the Improvement Grant received from the City prior to the Terminating Event, in accordance with the following schedule (hereinafter, the "Refund Payment").

Date of Terminating Event	**% of the Total Grant Payment to be Refunded**
Within one year of the completion date	100%
Within two years of the completion date	75%
Within three years of the completion date	50%
Within four years of the completion date	25%

Such Refund Payment shall be paid to the City within thirty (30) days from the date of the Terminating Event (hereinafter, the "Refund Payment Due Date").

OWNER agrees on its own behalf and on behalf of its heirs, successors, and assigns that the City's right to the Refund Payment pursuant to this paragraph shall constitute both a personal obligation of the OWNER and a lien against the Property, and OWNER agrees that the City may record this Agreement with the McHenry County Recorder of Deeds. To further secure the repayment of Reimbursement Payments pursuant to this paragraph, OWNER agrees to execute and deliver to the City a UCC financing statement, in a form acceptable to the City Attorney, pledging inventory, accounts held at financial institutions, accounts receivables, and such other assets of the OWNER as the parties may agree to in writing, and OWNER further consents to the filing and/or recording of such financing

statements as may be appropriate under the laws of the State of Illinois. Such financing statement shall be delivered to the City upon request.

SECTION 7

The OWNER releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the façade, furniture, fixtures, and equipment. The OWNER further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF CRYSTAL LAKE

City Manager

ATTEST:

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Special Use Permit to allow three (3) internally illuminated wall signs in the Downtown District

Susana Prado (Prado Market), petitioner
131 N. Main Street

PZC Recommendation: The PZC made a motion to approve the petitioner's request that resulted in a 3-3 vote

Staff Contact: Elizabeth Maxwell, City Planner
Katie Rivard, Assistant City Planner

Background:

- Request: To permit three (3) internally illuminated wall signs in the Downtown District.
- Zoning: The site is zoned B-4 Mixed Use Business and used as commercial.
- Land Use: The land use map shows the area as Commerce. This land use designation is appropriate for this use.
- The petitioner has requested to install three (3) internally illuminated wall signs in the Downtown District. Externally illuminated signs, such as those with gooseneck lighting, are permitted.
- Corner tenants of multi-tenant buildings are permitted three (3) signs no more than 50 square feet for any one (1) sign or on one (1) façade. The total square footage of the three (3) signs combined is 47 square feet.
- No single sign or all signs on a single façade can exceed a maximum of 70% of the individual tenant suite frontage. The signs combined are 25 feet in length, which is 50% of the of the individual tenant suite frontage.
- There are some existing internally illuminated signs in the Downtown District. However, the UDO was amended 2016 to require a Special Use Permit for internal sign illumination in the Downtown District.

- In 2001, the City adopted the Downtown Design Guidelines. The design guidelines are conceptual only and are not meant to supersede the City's codes and ordinances. The design guidelines recommend external illumination rather than internal illumination in the Downtown.
- Staff recommends the petitioner remove the internal illumation and install gooseneck lighting to be consistent with other properties in the Downtown.

PZC Highlights:

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

- The petitioner explained they are taking the space of the former grocery store, La Rosita, and would like to install internally illuminated signs. The electrical service was already there so it makes sense to do the internally illuminated signs like La Rosita had.
- The PZC was split in their decision. Some PZC members did not want to start a trend in the Downtown. They felt the UDO was amended for a reason and would like to stay with the current Downtown standards.

The Planning and Zoning Commission recommended **approval (3-3)** of the petitioner's request.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
    a. Application (Prado, dated 03/08/24, received 03/08/24)
    b. Sign Plans (Prado, received 03/08/24)

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

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Special Use Permit to allow three (3) internally illuminated wall signs in the Downtown District at 131 N. Main Street. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: _____ Date: 4-9-2024
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   a. Application (Prado, dated 03/08/24, received 03/08/24)
   b. Sign Plans (Prado, received 03/08/24)

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

Scanned with CamScanner

PIQ Map
131 N. Main Street, Crystal Lake, IL



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW THREE (3) INTERNALLY WALL SIGNS IN THE DOWNTOWN DISTRICT AT 131 N. MAIN STREET

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-41) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested a Special Use Permit to allow three (3) internally illuminated wall signs in the Downtown District at 131 N. Main Street; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on March 16, 2024 in the Northwest Herald, held a public hearing at 7:00 p.m., on April 3, 2024 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit; and

WHEREAS, on April 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 recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Special Use Permit be approved, as documented in the minutes, and

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

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

Section I: That Special Use Permit to allow three (3) internally illuminated wall signs in the Downtown District at 131 N. Main Street (14-33-309-008), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Prado, dated 03/08/24, received 03/08/24)
   B. Sign Plans (Prado, received 03/08/24)

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

Draft

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

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

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

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: April 16, 2024
Approved: April 16, 2024

Draft

#2024-41
131 N. Main Street – Special Use Permit
Project Review for Planning and Zoning Commission

Meeting Date: April 3, 2024

Request: Special Use Permit to allow three (3) internally illuminated wall signs in the Downtown District.

Location: 131 N. Main Street

Acreage: Approximately 5,000 square feet

Existing Zoning: B-4 Mixed Use Business

Surrounding Properties:
North: B-4 Mixed Use Business
South: B-4 Mixed Use Business
East: R-3A Two-Family Residential
West: B-4 Mixed Use Business

Staff Contact: Katie Rivard (815.356.3612)

Background:

- Existing Use: The subject property is the former La Rosita grocery store in Downtown Crystal Lake. La Rosita has moved to new location; and, a new grocery store and restaurant, Prado's Market, will occupy the space.

Development Analysis:

General

- Request: To permit three (3) internally illuminated wall signs in the Downtown District.
- Zoning: The site is zoned B-4 Mixed Use Business and used as commercial.
- Land Use: The land use map shows the area as Commerce. This land use designation is appropriate for this use.
- The petitioner has requested to install three (3) internally illuminated wall signs in the Downtown District. Externally illuminated signs, such as those with gooseneck lighting, are permitted.
- Corner tenants of multi-tenant buildings are permitted three (3) signs no more than 50 square feet for any one (1) sign or on one (1) façade. The total square footage of the three (3) signs combined is 47 square feet.

- No single sign or all signs on a single façade can exceed a maximum of 70% of the individual tenant suite frontage. The signs combined are 25 feet in length, which is 50% of the of the individual tenant suite frontage.
- There are some existing internally illuminated signs in the Downtown District. However, the UDO was amended 2016 to require a Special Use Permit for internal sign illumination in the Downtown District.
- In 2001, the City adopted the Downtown Design Guidelines. The design guidelines are conceptual only and are not meant to supersede the City's codes and ordinances. The design guidelines recommend external illumination rather than internal illumination in the Downtown.
- Staff recommends the petitioner remove the internal illumation and install gooseneck lighting to be consistent with other properties in the Downtown.

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use – Commerce

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

This can be accomplished with the following supporting action:

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

Findings of Fact:

SPECIAL USE PERMIT

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

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

   ☐ *Meets* ☒ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☐ *Meets* ☒ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☐ *Meets* ☒ *Does not meet*

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

    ☐ *Meets* ☒ *Does not meet*

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Prado, dated 03/08/24, received 03/08/24)
   B. Sign Plans (Prado, received 03/08/24)

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

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

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

Owner Information

Name: Susana E Prado

Address: 131 N Main St

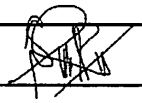
Crystal Lake, IL 60014

Phone:

E-mail: info@pradosmarket.com

Project Name & Description: Internal illumination sign needs to be installed about main in front of grocery store

Project Address/Location: 131 N Main St Crystal Lake, IL 60014

Signature 

Susana E Prado 3/8/2024

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, APRIL 3, 2024
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

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

Elizabeth Maxwell, City Planner, was present from Staff.

Mr. Gronow 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 MARCH 6, 2024 PLANNING AND ZONING COMMISSION MEETING
Mr. Skluzacek moved to approve the minutes from the March 6, 2024 regular Planning and Zoning Commission meeting. Ms. Teetsov seconded the motion. On voice vote, all members voted aye. Motion passed.

2024-41 – 131 N. MAIN STREET – SPECIAL USE PERMIT – PUBLIC HEARING
Special Use Permit to allow three internally illuminated signs in the Downtown District.

Ms. Susana Prado stated they are looking to take over the grocery store. She understands the signage requires a Special Use Permit. All three signs will be illuminated similar to La Rosita.

Staff summarized the request.

Mr. Gronow opened the public hearing. There being no one to speak, he closed the public hearing. He turned it over to the Commission.

Mr. Skluzacek asked if she was ok with the conditions of approval. She replied yes. He was ok with the request.

Ms. Mason welcomed her to the community. She had no issues with the request.

Ms. Teetsov also welcomed her and had no concerns with the proposal.

Ms. Repholz welcomed her to the Downtown. She said she likes walking to Downtown and asked why she would want internally illuminated signs when they could do external without a Special Use. Ms. Prado said the electrical service was already there so the sign company suggested the same signs. They

want to be sure people know they are open so they need the signs. Ms. Repholz said about 90% of the Downtown is externally illuminated. She would not want to start a trend for the other way.

Mr. Smith echoed Commissioner Repholz. He is looking forward to the grocery store reopening. He would like to stick with the Downtown standards.

Mr. Gronow thanked her for coming. He would have a hard time supporting the internal illumination.

Ms. Teetsov asked what other signs were internally illuminated Downtown. Staff named a few businesses with most being approved prior to the adoption of the Special Use requirement.

Mr. Skluzacek made a motion to approve the petition 2024-41 for a Special Use Permit to allow three internally illuminated signs in the Downtown District.

Ms. Mason seconded the motion. On roll call, Members Skluzacek, Mason and Teetsov voted aye. Members Gronow, Repholz and Smith voted no. the voted resulted in a tie 3-3.

2024-05 – RIDGEFIELD ROAD (13-23-400-005) – SOLAR FARM – COMPREHENSIVE LAND USE PLAN AMENDMENT, PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT – PUBLIC HEARING
Comprehensive Land Use Plan Amendment from Agriculture/Rural Residential to Industry, Preliminary and Final Planned Unit Development and Special Use Permit for a Solar Farm for the property off Ridgefield Road, north of Ridgefield, East of Route 14 and South of the Chicago and North Western Railroad line.

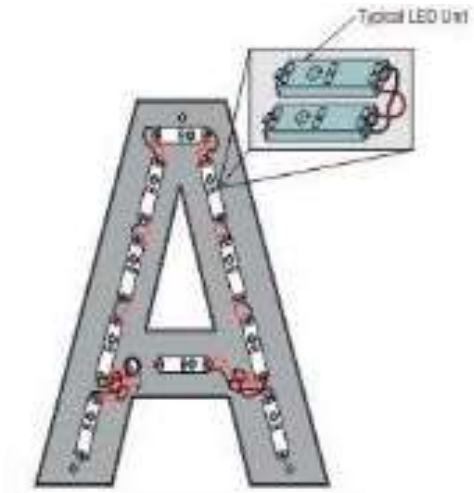
Mr. Kyle Barry, attorney for the petitioner, Gloria Foxman, Project Manager for TurningPoint, and Amy Henry, Project Manager with Kimley Horn, were present to represent the petition.

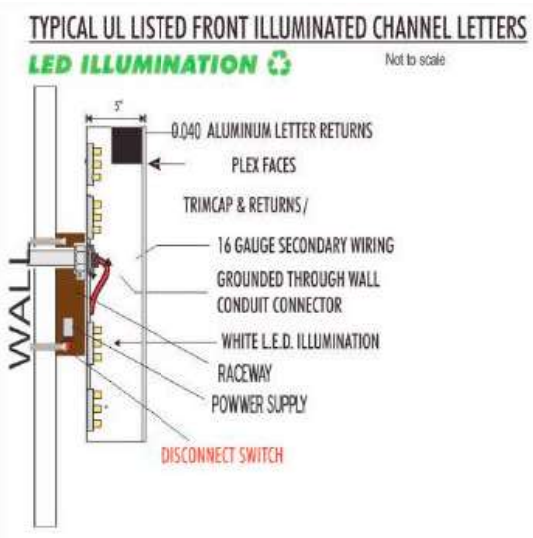
Ms. Foxman provided a background on TurningPoint. She spoke to their involvement in the community, and that they have had discussions with the Crystal Lake Food Pantry. She explained the meaning of community solar. One might imagine large solar farms, but this project is must smaller. She noted that customers can subscribe at a reduced rate. She showed a video of an existing TurningPoint solar project in an agricultural setting. She spoke to the project site, site plan, fencing and landscaping.

Mr. Barry asked Ms. Foxman about the area between the fence and road. Ms. Foxman responded the owner would like to continue to farm but may pursue a commercial development in the future. Mr. Barry asked if they could support farming or commercial. Ms. Foxman responded yes.

Ms. Foxman spoke to the benefits to the community, which include increased local jobs, electricity savings, reduced greenhouse gas emissions, increased grid resiliency, pollinator habitat and improved soil health and reduced erosion. She spoke to the planting plan. The array will be quiet and screened. There will be no water or sewage, and no long-term traffic. Ms. Foxman stated they agree to the conditions of approval and have already updated the site plan to address the comments. She spoke to the PUD and SUP Findings of Fact.


50’ ft
16” BY 96”
Channel letters
w/LEDs Iluminated
17.6ft
TAQUERIA
Box single face
w/LEDs Iluminated
36” BY 108”
FRESH FOOD
PRADO’S
MARKET
15 ft
9.6ft
16” BY 120”
Channel letters
w/LEDs Iluminated
17.6ft
CARNICERIA
19’ ft
9.6ft


Typical LED Unit


TYPICAL UL LISTED FRONT ILLUMINATED CHANNEL LETTERS
LED ILLUMINATION
Not to scale
5”
.040 ALUMINUM LETTER RETURNS
PLEX FACES
TRIMCAP & RETURNS
16 GAUGE SECONDARY WIRING
GROUNDED THROUGH WALL
CONDUIT CONNECTOR
WHITE L.E.D. ILLUMINATION
RACEWAY
POWWER SUPPLY
DISCONNECT SWITCH
WALL

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Intergovernmental Agreement for the McHenry County Police Social Work Program

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a second Intergovernmental Agreement with McHenry County to participate in the McHenry County Police Social Worker Program

Staff Contact: James Black, Police Chief

Background:

The Police Department is seeking approval to enter into a second agreement with McHenry County to provide social services to Crystal Lake residents.

On March 15, 2022, the Police Department entered into the original two-year agreement with McHenry County to participate in the McHenry County Police Social Worker Program. The decision to participate in the program was reached following events involving police and persons suffering mental health emergencies, resulting in a significant push nationwide regarding police reform. The partnership between the Police Department and the Police Social Worker Program has been successful thus far. The Police Department has provided the Police Social Worker Program with 206 referrals in 2022, 389 in 2023, and 101 referrals year to date in 2024. By introducing persons in need with the appropriate services, the program has helped to reduce repeated police contacts with some individuals.

The program provides beneficial resources to both the Department and the community.

Resources for the Department include:

- Additional mental health training for staff
- Emergency crisis response
- Critical incident debriefing
- Reduced police interaction by connecting persons in need with existing local or state service providers

Resources for the community include:

- Ability to conduct diagnostic mental health assessments on those potentially in crisis

- Providing short-term or crisis counseling to individuals or families that are experiencing stress, conflict or turmoil in their lives
- Providing grief assistance to families at crime scenes or other traumatic events
- Offering intervention services for domestic or juvenile related situations
- Assisting with securing emergency shelter or food services for families in need
- Connecting persons in need with existing local or state service providers to help eliminate the need for police interaction

There are still only a few opportunities for Police Departments to partner with social workers. A city/village can hire a full-time social worker, contract with a full-time social worker(s) from an outside agency, or participate in a multi-jurisdictional initiative if one exists. Costs for social worker services vary depending on whether they are an employee of the municipality or private company, as well as the specific level of credentialing the social worker has. For example, the salary of a Licensed Clinical Social Worker (LCSW) will be higher than an individual with their Master of Arts degree in Social Work (MSW). The ability to partner with McHenry County for the Police Social Worker Program currently meets the City's needs, in lieu of hiring a full time licensed clinician.

The Police Department recommends participation in the McHenry County Police Social Worker Program through a four-year agreement. The agreement will cost $39,875.00 for the first year, $44,750.00 for the second year, $49,625.00 for the third year, and $54,500.00 for the fourth year. During the four year agreement, the Police Department will continue to gather data on the success of the program to better understand if the needs of our residents are being met through this model. Population and size of department are factors used in determining cost for participating agencies.

The following departments have currently signed Intergovernmental Agreements to participate in the McHenry County Police Social Worker Program: Algonquin, Bull Valley, Cary, Fox River Grove, Harvard, Johnsburg, Lakewood, Marengo, McCullum Lake, McHenry County College, McHenry County Sheriff's Office, McHenry County Conservation District, Oakwood Hills, Prairie Grove, Richmond, Spring Grove, Wonder Lake, and Woodstock.

City legal staff has reviewed and approved the Intergovernmental Agreement.

Votes Required to Pass:
Simple majority.

Res. 24R -

RESOLUTION

BE IT RESOLVED BY THE ACTING MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and is hereby authorized to execute a Intergovernmental Agreement with McHenry County to participate in the McHenry County Police Social Worker Program.

DATED this 16th day of April, 2024.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Draft

INTERGOVERNMENTAL AGREEMENT FOR POLICE SOCIAL WORKER PROGRAM

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter "COUNTY") and the Village of Crystal Lake (hereinafter "Municipality").

WHEREAS, the MUNICIPALITY agrees to obtain the services of the COUNTY for purposes of providing twenty four (24) hour on call services, response to calls for service by a Police Social Worker (PSW), as well as consultation to and from the COUNTY and the MUNICIPALITY personnel;

WHEREAS, the COUNTY agrees to provide twenty-four (24) hour on-call services by a PSW for the MUNICIPALITY, response to calls for service by municipality as well as consultations with law enforcement officers to and from the COUNTY and the MUNICIPALITY personnel;

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et al., to enter into intergovernmental agreements, ventures, and undertakings to perform jointly and governmental purpose or undertaking either of them could do singularly.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

Draft

1.0 TERM OF AGREEMENT

This agreement shall be from May 1, 2024 through April 30, 2028 the date of the signature of the parties notwithstanding, unless terminated by any party, with or without cause, upon not less than sixty (60) days written notice as provided in paragraph 6.0 of this agreement.

2.0 DUTIES OF THE COUNTY

A. The COUNTY shall provide on call services from a Police Social Worker, response to calls for service and consultation services to the MUNICIPALITY on a twenty-four (24) hour per day basis, 365 days per year excepting leap year, in which case leap year on call, response services and consultation services shall be provided on a twenty-four (24) hour per day basis 366 days per year.
B. The County, through the Police Social Worker, will aid in education, training of officers in mental health response in times of crisis.

C. The COUNTY, in its discretion, reserves the right to determine who will be employed by the COUNTY. The MUNICIPALITY retains no employment rights or liability for employment of PSW to the COUNTY.

3.0 DUTIES OF MUNICIPALITY

A. The MUNICIPALITY agrees to provide a private workspace for the PSW assigned to them with the COUNTY's PSW Program and to pay for the cost associated with such space. The MUNICIPALITY further agrees to maintain the MUNICIPALITY's space and any equipment in a clean and proper working order.

4.0 COMPENSATION

A. The MUNICIPALITY shall pay the COUNTY a fee of **$39,875.00** for the first year, payable in one payment by or on the 15th of July, 2024. The annual fee for each of the remaining year in this Agreement shall be due on the 15th of July, annually;
   1) During this agreement date, the MUNICIPALITY agrees to pay the following for:
      a. Second year: **$44,750.00**
      b. Third Year: **$49,625.00**
      c. Fourth Year: **$54,500.00**

B. There shall be an annual increase for additional years following this contract to be determined by the end of this agreement date. Any additional fees as well as the annual increase will be calculated by the COUNTY after consultation with the PSW advisory council and considering the following:

   1) The MUNICIPALITY's percentage of operating costs based on the MUNICIPALITY's previous year's call for services data.
   2) Operating costs are based on the cost to the COUNTY for the Police Social Workers and percentage of the LCPC Supervisor, Admin Assistant and Program Director's salary and benefits (IMRF, SSA, Medicare, Insurance, and miscellaneous costs such as training and vehicle).
   3) A call for service is defined as: A telephone or radio request received by the COUNTY or an officer-initiated activity requiring interaction between the officer and County PSW.
      a. This does not include "calls" that are viewed as more self-initiated in nature, such as business checks, subdivision checks, and traffic stops.
   4) Population of MUNICIPALITY/ service area.
      a. A. Any extraordinary increase in population, calls for service, or activity by the MUNICIPALITY or if the MUNICIPALITY police department consolidates with additional entities for police services, this contract shall be reopened for negotiation of fees.

Draft

5.0 INDEMNIFICATION

A. The MUNICIPALITY agrees to defend itself in any actions or disputes brought against the MUNICIPALITY in connection with or as a result of this agreement and to hold harmless and indemnify the COUNTY and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligence or acts of the MUNICIPALITY and MUNICIPALITY police department. The COUNTY shall hold harmless and indemnify the MUNICIPALITY and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligence or acts of the COUNTY in the performance of their duties under paragraph 2.0 of this agreement.

B. The MUNICIPALITY and the COUNTY shall maintain for the duration of this agreement, and any extensions thereof, at their own expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:

   1) Commercial General Liability in a broad form, to include but not limited to coverage for the following where exposure exists: bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than $500,000 per occurrence and $1,000,000 in the aggregate;

   2) Business Auto Liability, to include but not limited to, bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than $1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and

   3) Workers Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of $100,000 for each incident.

C. In reference to the insurance coverage maintained by the MUNICIPALITY and the COUNTY, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other party. Certificates of Insurance evidencing the above-required insurance shall be supplied to the other party with ten (10) days of approval of this agreement.

Draft

D. The MUNICIPALITY shall name the COUNTY as additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the COUNTY. The MUNICIPALITY acknowledges that any insurance maintained by the COUNTY shall apply in excess of and not contribute to, insurance provided under the MUNICIPALITY's policy.

E. The COUNTY shall name the MUNICIPALITY as an additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the MUNICIPALITY. The COUNTY acknowledges that any insurance maintained by the MUNICIPALITY shall apply in excess of, and not contribute to, insurance provided under the COUNTY's policy.

6.0 TERMINATION

A. Either party may, with or without cause, terminate this agreement upon not less than sixty (60) days written notice delivered by mail or in person to the other parties.

B. The MUNICIPALITY shall be responsible for payment to the COUNTY for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, pro-rated basis, based upon the contractual amounts cited above in paragraph 4.0 of this agreement. The COUNTY shall be responsible for the billing of said costs.

C. The parties agree that they shall remain liable in accordance with paragraph 5.0 for all lawsuits filed for acts or omissions or any negligent, willful or wanton acts or omissions which occurred while a party to this Agreement.

Draft

7.0 NO ASSIGNMENT

Neither party shall assign this agreement without the prior written approval of the other party.

8.0 NO SUBCONTRACTORS

Neither party shall enter into subcontracts for any services provided for in this Agreement.

9.0 GOVERNING LAW

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

10.0 NO DISCRIMINATION

No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of, the program which is the subject of this agreement on the basis of race, religion, color, sex, age, disability, sexual orientation, or national origin.

11.0 SEVERABILITY

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

12.0 NO AGENCY

The parties agree that nothing contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or constituting the MUNICIPALITY (including its officers, employees and agents) as agents, representatives, or employees of the COUNTY for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or constituting the COUNTY (including its officers, employees and agents) as agent, representatives of the MUNICIPALITY, for any purpose, or in any manner, whatsoever.

13.0 NOTICES

A. The MUNICIPALITY agrees to promptly notify the COUNTY in writing of:

1) Any decision to terminate this agreement,

2) The receipt of notice of any claim or lawsuit involving the services provided under this agreement, and

3) The receipt of any written or verbal requests for inspection and/or copying of any documents relating in any manner whatsoever to the services provided by the COUNTY or the MUNICIPALITY under this agreement as well as the MUNICIPALITY or the MUNICIPALITY's police department's proposed response thereto.

B. All notices permitted or required under this agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

Draft

To the COUNTY: Peter Austin, County Administrator
County of McHenry
2200 N. Seminary Ave.
Woodstock, IL 60098

To the MUNICIPALITY: _____, Board President
MUNICIPALITY of the CITY of CRYSTAL LAKE
100 Woodstock St.
Crystal Lake, IL 60014

14.0 ENTIRE AGREEMENT

A. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

B. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand as written below:

MUNICIPALITY of the CITY of CRYSTAL LAKE

By: _____ Date: _____
_____, President
MUNICIPALITY of the CITY of CRYSTAL LAKE

COUNTY OF MCHENRY

By: _____ Date: _____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____ Date: _____
Joe Tirio
McHenry County Clerk

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Prohibition of Excessive Engine Braking – IL Route 176 from Walkup Avenue to Erick Street

Staff Recommendation: Motion to adopt an Ordinance making it unlawful for a truck to make excessive engine breaking noise along IL Route 176 from Walkup Avenue to Erick Street

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

---

Background:
The City received a complaint from a resident along IL Route 176 regarding loud truck braking noise and requested that the City post signs prohibiting truck drivers from engine braking (downshifting instead of braking which causes excessive and unnecessary noise). IL Route 176 is under the jurisdiction of the Illinois Department of Transportation (IDOT). IDOT indicated to the City that in order to post an excessive engine braking prohibition sign, the City must pass an ordinance to that effect. If approved, the City will coordinate with IDOT for installation of the signs. The westbound sign will be near Erick Street, and the eastbound sign will be near Walkup Avenue.

Votes Required to Pass:
Simple majority

ORDINANCE

WHEREAS, IL Route 176, between Walkup Avenue and Erick Street is a two lane street in the CITY OF CRYSTAL LAKE; and

WHEREAS, IL Route 176 is owned and maintained by the Illinois Department of Transportation; and

WHEREAS, it would be advantageous to restrict trucks from excessive engine noise in this residential area of IL Route 176.

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

Draft

SECTION I: That it shall be unlawful for excessive engine braking noise along IL Route 176 from Walkup Avenue to Erick 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 April, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Draft

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Bid Award - 2024 Sidewalk Cutting Program, Municipal Partnership Initiative (MPI)

Staff Recommendation: Motion to award the 2024 Sidewalk Cutting Program Bid to the lowest responsive and responsible bidder, Hard Rock Concrete Cutters, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Hard Rock Concrete Cutters, Inc. for a not-to-exceed amount of $50,000 and to authorize the City Manager to review and approve necessary completion date change orders relating to the contract.

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

---

Background:
The City uses sidewalk saw cutting as a means of eliminating sidewalk trip hazards that are created by minor displacement of sidewalks over time (heaving or settling). The saw cutting process horizontally saws off trip hazards by creating a tapered edge and thereby brings the location in compliance with American Disabilities Act (ADA) standards. Over the past six years, staff has been satisfied with the process and final outcome, and have incorporated this program into the City's annual maintenance efforts. The cost of cutting the sidewalk is less than the cost to replace the sidewalk. Sidewalk cutting is accomplished relatively quickly, after which the sidewalk is open to pedestrian traffic. Full replacement, on the other hand, requires closing the sidewalk while the concrete cures and also necessitates some type of landscape restoration. Large displacements are addressed in the City's annual concrete program through the replacement of entire sidewalk section.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows members to combine purchasing power to leverage cost savings. The City of Crystal Lake partnered with the Village of Cary to solicit bids for sidewalk cutting services.

On March 26, 2024, the bids were publically opened at the City of Crystal Lake. There was one bidder and the result is detailed below:

Bidder	Price Per SF
[1]Hard Rock Concrete Cutters, Inc.	$45.26

[1] Indicates Recommended Lowest Responsive and Responsible Bidder

The machinery used to create the taper is a specialized piece of equipment, and there are only a few contractors in the region that perform this work. Over the past several years, the City has received only one or two bids for this work.

In 2020, 2021, 2022, and 2023, the bid prices per square foot were, respectively, $44.00, $43.75, $39.85, and $43.94. This year's bid price is an increase from the 2023 unit price, but considering CPI inflation rates, staff feels this price is appropriate.

Recommendation:

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

The Public Works Department has reviewed the bid received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the 2024 Sidewalk Cutting Program contract to the lowest responsive and responsible bidder, Hard Rock Concrete Cutters, Inc.

Hard Rock Concrete Cutters, Inc. meets all of the City's requirements and has previously performed this work for the City with satisfactory results. The proposed FY2024B Budget for this work is $50,000. Staff recommends a not-to-exceed amount of $50,000.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to eliminate sidewalk trip hazards that are created by displacement of sidewalks over time; and

WHEREAS the CITY received and publicly opened one bid for the Sidewalk Cutting Program on March 26, 2024; and

WHEREAS the lowest responsive and responsible bidder is Hard Rock Concrete Cutters, Inc. of Wheeling, IL.

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

BE IT FURTHER RESOLVED that he City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Hard Rock Concrete Cutters, Inc. for the 2024 Sidewalk Cutting Program in the bid amount $45.26 per square foot, for a total not-to-exceed amount of $50,000; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted completion date change orders relating to the contract.

DATED this 16th day of April, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

2024 SIDEWALK CUTTING PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder Hard Rock Concrete Cutters, Inc. ("Bidder")

Principal Office Address 601 Chaddick Drive, Wheeling, IL 60090

Local Office Address 601 Chaddick Drive, Wheeling, IL 60090

Contact Person Lisa Crilly Telephone 847-850-7714

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manager***
SEALED BID: 2024 Sidewalk Cutting Program

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. N/A, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the ***2024 Sidewalk Cutting Program***; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance

SCHEDULE OF PRICES

CRYSTAL LAKE and CARY - 2024 SIDEWALK CUTTING CONTRACT

Item #	Item	Unit	Quantity	Unit Price	Total Cost
1	Sidewalk Saw Cutting	Each	1350	$ 45.26	$ 61,101.00
				TOTAL	$ 61,101.00

TOTAL CONTRACT PRICE:

Sixty-One thousand one hundred and one (in writing) Dollars and Zero (in writing) Cents

61,101 (in figures) Dollars and .00 (in figures) Cents

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Designation and Donation of Surplus Property

Staff Recommendation: Motion to Adopt a Resolution:
1. Designating items as surplus property, and
2. Authorizing the City Manager to donate the surplus turn out gear to Fire Service International, a division of Hearts in Motion.

Staff Contact: Craig Snyder, Fire Rescue Chief

Background:

When new turnout gear (property) is procured by the City as old gear has reached its expiration date, there is a need to periodically declare the obsolete gear surplus and dispose of or donate it. Although the turnout gear does not meet current National Fire Protection Association (NFPA) standards for our use and cannot be sold to other agencies or departments in the United States, other countries who cannot afford to purchase turnout gear are dependent on donations such as these. Agencies outside of the United States are not subject to the same NFPA standards.

A list of gear proposed to be declared surplus and donated is listed in Table A. The designation of turnout gear as surplus and subsequent donation of the gear provides the following benefits to the City:

1) Designating turnout gear as surplus allows the City the ability to make space available currently occupied by the expired gear.
2) Partnerships with groups such as Fire Service International allow the gear to be utilized by less fortunate fire agencies or departments outside of the US at no cost or liability to the department or the City.

The Fire Rescue Department has purchased new, compliant turnout gear during the 2023/2024 budget year to outfit each member. The items in Table A would be donated to Fire Service International, a division of Hearts in Motion. Fire Service International has worked with several departments in Illinois.

Recommendation:

Staff recommends designation of the items in Table A as surplus and to authorize the City Manager to execute an agreement with Hearts in Motion for donation of the fire turnout gear.

Votes Required to Pass:

Simple majority

Table A

BRAND	ITEM	SIZE	SERIAL #	QTY
Globe	Coat	44/33	4617790	1
Globe	Coat	42/36	4266060	1
Globe	Coat	42/33	4241458	1
Globe	Coat	48/33	4701596	1
Globe	Coat	44/36	4551316	1
Globe	Coat	44/33	4436638	1
Globe	Coat	44/36	4617788	1
Globe	Coat	40/33	4825298	1
Globe	Coat	46/33	4241457	1
Globe	Coat	44/33	4445067	1
Globe	Coat	44/43	4436637	1
Globe	Coat	40/33	4436632	1
Globe	Coat	46/36	4577710	1
Globe	Coat	42/33	4445066	1
Globe	Coat	54/33	4436635	1
Globe	Coat	50/36	4577711	1
Globe	Coat	44/36	4241455	1
Globe	Coat	40/33	4376965	1
Globe	Pant	42/34	4577717	1
Globe	Pant	36/28	4410813	1
Globe	Pant	36/30	4436642	1
Globe	Pant	38/34	4551317	1
Globe	Pant	40/30	4445076	1
Globe	Pant	50/30	4436647	1
Globe	Pant	38/30	4585218	1

Globe	Pant	38/30	4436645	1
Globe	Pant	36/36	4825299	1
Globe	Pant	38/30	4517001	1
BRAND	**ITEM**	**SIZE**	**SERIAL#**	**QTY**
Globe	Pant	42/30	4241468	1
Globe	Pant	36/30	4359592	1
Globe	Pant	38/30	4436644	1
Globe	Pant	34/30	4445073	1
Globe	Pant	50/34	5087939	1
Globe	Pant	38/30	4617793	1
Globe	Pant	42/30	4445077	1
Globe	Pant	36/30	4266061	1
Innotex	Pant	44m2	P080103001	1
Innotex	Pant	32R	P080705003	1
Innotex	Pant	40R	P100459005	1
Innotex	Pant	44m2	P100459004	1
Innotex	Pant	38/34	P100491002	1
Innotex	Pant	40m2	P080167002	1
Innotex	Pant	42R	P080167003	1
Innotex	Pant	40m2	P090276004	1
Innotex	Pant	42R	unknown	1
Innotex	Pant	36R	2686442	1
Innotex	Pant	32	5168722	1
Innotex	Coat	44	C060103004	1
Innotex	Coat	42	C080167005	1
Innotex	Coat	46	C100461003	1
Innotex	Coat	50	C100459004	1
Innotex	Coat	38	C080868003	1
Innotex	Coat	38	C080705003	1
Innotex	Coat	42	C100151002	1
Innotex	Coat	42	C090276007	1
Innotex	Coat	44	C080705006	1
Innotex	Coat	46	C090276003	1
Innotex	Coat	46	C090276034	1

Innotex	Coat	46	C100459005	1
			TOTAL	**59**
ITEM		**SIZE**		**QTY**
Rubber Boots		6		1
Rubber Boots		8		1
Rubber Boots		10.5		1
Rubber Boots		11		1
Rubber Boots		12		1
Rubber Boots		8.5		1
Rubber Boots		10.5		1
Leather Boots		13		1
Leather Boots		11.5		1
Leather Boots		8		1
Leather Boots		10.5		1
Leather Boots		11		1
Leather Boots		14		1
Leather Boots		11.5		1
Leather Boots		13		1
			TOTAL	**15**

Res. 24R-___

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE from time to time designates surplus items that are no longer needed or obsolete; and

WHEREAS, donating said items can provide a positive contribution to a Department in need of critical Fire Rescue supplies.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that 30 firefighter turnout coats, 29 firefighter turnout pants, and 15 pairs of firefighter turnout boots be and are hereby designated as surplus equipment.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to donate the firefighter turnout gear to Fire Service International, a division of Hearts in Motion.

DATED this 16th Day of April, 2024.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Draft

Executive Director

Karen Scheeringa
karen@heartsinmotion.org

Director of Operations

Jon Ibrahim
jibrahim@heartsinmotion.org

May 15, 2019

Crystal Lake

Dear Chief_____:

Fire Service International (FSI) & Hearts in Motion (HIM) would like to thank you for your gracious donation of ***LIST EXACTLY WHAT WAS DONATED HERE, INCLUDING QUANTITY.*** This equipment will be utilized by Central American fire agencies such as Guatemala, Nicaragua, etc. If there is a specific agency or nation that HIM has a relationship with that you prefer the equipment to be given to please don't hesitate to let us know. For tax donation purposes, HIM is a 501 (C) (3) organization, federal tax ID number 35-1887934.

Regarding release of liability and hold harmless purposes, Hearts In Motion, on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, end-users, and agents, hereby waive, release, and forever discharge any and all existing or future claims any of the above may have against ***LIST DONATING DEPARTMENT HERE*** that may arise from, relate to, or are connected with this donation of ***LIST EXACTLY WHAT WAS DONATED HERE*** now or in the future. Additionally, FSI & HIM assures ***LIST DONATING DEPARTMENT HERE*** that this equipment will not be re-sold or utilized by any agency within the United States or any of its territories.

Should you have any other questions, please feel free to call our headquarters at 219-924-2446. Thank you again for your generous donation.

Respectfully,

Jon Ibrahim, Deputy Chief (ret.)
Director of Operations
Fire Service International

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Designation and Auction Sale of Surplus Property

Staff Recommendation: Motion to Adopt a Resolution:
1. Designating Dive Rescue Vehicle 391 as surplus property; and
2. Authorizing the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of City surplus property.

Staff Contact: Craig Snyder, Fire Rescue Chief

Background

When new equipment (property) is procured by the City or other equipment is found to be obsolete, there is a need to periodically declare the old equipment surplus and dispose of it. Equipment such as vehicles and other items that may have residual monetary value are auctioned. The Public Works and Engineering Department coordinates the selling of surplus City equipment in accordance with City policies and procedures. Dive Rescue Vehicle 391 is proposed to be declared surplus and sold through a public online bidding process. The designation of equipment as surplus and subsequent auction sales of equipment provides the following benefits to the City:

1) Designating equipment as surplus allows the City the ability to make space available currently occupied by the non-utilized equipment.
2) Partnerships with auction firms minimizes the costs and time required to sell the equipment through a bidding process. These costs include advertising, publishing legal notification, and staff time required to show the equipment. The associated cost to the City by utilizing Obenauf Auction Service, Inc. is a 3% commission for the sold item.
3) Participation in auction sales provides an additional avenue for the sale of the surplus equipment and vehicles to increase the likelihood that the City will maximize its return on the sale of the items.

The Fire Rescue Department is planning to secure an agreement for the purchase of a replacement dive rescue vehicle during the FY 2024B budget cycle. Dive Rescue Vehicle 391 will be sold through auction through the City's broker, Obenauf Auction Service, Inc.

Recommendation

It is the recommendation of staff to designate Dive Rescue Vehicle 391, a 2003 Ford E-450 Ambulance, as surplus and authorize the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of the surplus item through a public online bidding process administered by Obenauf with a 3% sales commission.

Votes Required to Pass

Simple majority

Res. 24R-___

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE from time to time designates surplus items that are no longer needed or obsolete; and

WHEREAS, disposing of said items provides revenue and utilization of an online auction service increases the likelihood that the City will maximize its return on the sale of the items.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that Dive Rescue Vehicle 391, a 2003 Ford E-450 Ambulance, be and is hereby designated as surplus; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute an agreement with Obenauf Auction Service, Inc. for auction services pertaining to the sale of Dive Rescue Vehicle 391 for a 3% sales commission.

DATED this 16th day of April, 2024.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Draft

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a purchase agreement for the purchase of a 2001 Pierce Rescue Vehicle with the City of La Crosse, WI

Staff Recommendation: Motion to adopt an Ordinance waiving competitive bidding and authorizing the City Manager to execute a purchase agreement for the purchase of a 2001 Pierce Rescue Vehicle with the City of La Crosse, WI in the amount of $150,000.

Staff Contact: Craig Snyder, Fire Rescue Chief

Background

The Crystal Lake Fire Rescue Department budgeted for a replacement Dive Rescue Vehicle in the amount of $350,000 in Fiscal Year 2023/2024. The City solicited preliminary specifications from two apparatus manufacturers, and the current market price for walk-through rescue vehicles ranged between $1,150,000 and $1,500,000. In addition, the delivery time for the vehicle was quoted between 36 to 48 months. The following table summarizes the preliminary specifications received by the City.

Manufacturer	*Price Estimate*	*Build and Delivery Time*
Spartan	$1,200,000 - $1,300,000	48 Months
Pierce/Macqueen	$1,200,000 - $1,500,000	42 Months

Because of the steep price increase, and long lead-time for delivery, the Crystal Lake Fire Rescue Department has explored the option of purchasing a previously owned walk-through rescue vehicle from another department. The Pierce Rescue Vehicle available from La Crosse, WI meets the current needs of the department and has very low mileage. The La Crosse Fire Department's operational needs changed and they no longer required the vehicle in their fleet.

Purchasing the Pierce Rescue Vehicle from the City of La Cross, WI is more advantageous to the City than bidding for the purchase of a new walk-through rescue vehicle. This vehicle will replace the current Dive Rescue Vehicle, which is currently out of service due to structural issues.

Expected Delivery

The vehicle is currently listed on a reputable auction website that is used by municipalities. After reviewing the auction site, the city's fleet maintenance division recommends purchasing the vehicle. In addition, the fleet maintenance division will review all maintenance records prior to the final purchase.

The pricing for the vehicle is comparable to other vehicles of this make and category. Fire Rescue staff has worked with the La Crosse Fire Department to ensure that they are representing the vehicle accurately. In addition, $100,000 is currently available in the 2024B budget year for any repairs or upgrades the vehicle may need.

The vehicle is currently available for immediate purchase and pick-up. The City will decommission the current Dive Rescue Vehicle 391 and re-equip the replacement apparatus. The vehicle can be used for the City's needs as-is, which will keep any retrofitting to a minimum. Staff anticipates the replacement vehicle would be placed into service by the second half of 2024.

Replacement Dive Rescue Vehicle



Recommendation

Based upon the current economic conditions and long lead-time for delivery of a new Dive Rescue Vehicle, staff feels that it is advantageous to the City to waive competitive bidding and authorize the City Manager to execute a purchase agreement with the City of La Crosse, WI for the purchase of a 2001 Pierce Rescue Vehicle.

Votes Required to Pass

Two-thirds majority vote of Council members holding office (4 affirmative votes, excluding Mayor).

Ordinance #___

ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR DIVE RESCUE VEHICLE PURCHASE

WHEREAS, the City of Crystal Lake is in need of a new rescue apparatus to assist the department with emergency situations; and

WHEREAS, the Crystal Lake Fire Rescue Department sought bids for a new Rescue Apparatus, with resulting quotes ranging above budget expectations at between $1,150,000 to $1,500,000; and

WHEREAS, the City of La Crosse, WI has agreed to enter into a purchase agreement with the City of Crystal Lake to sell their 2001 Pierce Rescue Vehicle to the City for $150,000; and

WHEREAS, the Crystal Lake Fire Rescue Department has a unique opportunity to purchase a high quality, low miles apparatus that will meet the needs of the Fire Rescue Department for a considerable savings.

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

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

SECTION TWO. Waiver of Competitive Bidding and authorization to enter into a purchase agreement with the City of La Crosse, WI. The City Manager is authorized to execute a Purchase Agreement between the CITY OF CRYSTAL LAKE and the City of La Crosse, WI to purchase a 2001 Pierce Rescue Apparatus in the amount of $150,000, without the necessity of seeking competitive bids.

DATED this 16th day of April, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Draft

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: April 16, 2024

Item: Public Hearing for the Annual Budget for the 2024B Fiscal Year; and Adoption of the Annual Budget Ordinance, Salary Ordinance, Ordinance amending Section 515, Water and Sewer, of the City Code, and Ordinance amending Section 241, Fees, of the City Code, Ordinance repealing Article XII of Chapter 496, Motor Vehicle Licenses, of the City Code and Ordinance amending Section 33, Fire Rescue Department, of the City Code.

Staff Recommendation: 1. Public Hearing for the Annual Budget for the 2024B Fiscal Year.

2. Motion to Adopt:
   a. An Ordinance approving and adopting the Annual Budget for the 2024B Fiscal Year,
   b. The Salary Ordinance for the 2024B Fiscal Year,
   c. An Ordinance amending Section 515, Water and Sewer, of the City Code, and
   d. An Ordinance amending Section 241, Fees, of the City Code
   e. An Ordinance repealing Article XII of Chapter 496, Motor Vehicle Licenses, of the City Code, and
   f. An Ordinance amending Section 33, Fire Rescue Department, of the City Code

Staff Contact: Eric Helm, City Manager
Jodie Hartman, Director of Finance/Treasurer

Budget

Attached, please find the proposed Annual Budget for Fiscal Year 2024B for City Council consideration. State Statute requires the City to adopt the budget prior to the beginning of each fiscal year. The City's fiscal year 2024B begins on May 1, 2024 and ends December 31, 2024.

The City has worked diligently to present a proposed annual budget that is:

- ✓ Balanced
- ✓ **Includes no new revenue sources,** only amendments to existing sources
- ✓ Continues the City's commitment to public safety
- ✓ Continues the City's investment in infrastructure
- ✓ Within the parameters of the City's financial policies

On April 5, 2024, the proposed balanced budget for fiscal year 2024B was placed on public display. The proposed budget maintains high quality City services while allowing for capital investment in facilities and improvements. The proposed budget also continues the funding of General Fund services without the use of a General Fund property tax. After all adjustments, the General Fund is anticipated to end the 2024B fiscal year with available fund balance equal to approximately 49% of its operating expenses.

Salary Ordinance

Included as part of the adoption of the proposed Annual Budget for Fiscal Year 2024B is the salary ordinance. Non-union employees' ability to receive a salary increase is based upon their individual performance, or merit, not based on cost of living adjustments. Collective bargaining agreements outline amounts of compensation to be paid to union employees.

Water & Sewer Rate

The Water and Sewer Fund is a self-supporting utility. The Fiscal Year 2024B budget incorporates a water and sewer user fee increase of 3%, effective September 1, 2024. The impact to an average household consuming 6,000 gallons of water would be $2.59 per month. Even with the increase, the City's water and sewer rates continue to fall within a mid-point when compared to neighboring communities. The average increase from these surrounding fourteen (14) communities was 3.8% from the last survey, with some nearby towns increasing 10% or more.

Three Oaks Recreation Area Non-Resident Entrance Fees

City staff conducted a beach entrance rate survey of McHenry County area organizations and the results indicate that the non-resident rates to enter the beach at the Three Oaks Recreation Area are similar or lower than comparable organizations. Staff recommends a $2.00 increase to the adult non-resident beach entrance rate, a $1.00 increase to the senior non-resident entrance rate, and a $1 increase to the youth non-resident entrance rate. In addition, staff proposes that the City institute a discount for veterans and active military service personnel to match the senior/youth admission rate. Residents of Crystal Lake will continue to enter the beach at no charge. The price increases are recommended to bring the entrance rates more in line with rates charged at Main Beach and other similar beach facilities.

City Vehicle License Sticker Requirement

The City currently requires all resident and businesses to purchase a City vehicle license sticker for any motor vehicles kept or used within the corporate limits of the City for more than 30 days during the calendar year. All revenue generated from the sticker purchases is used to offset a portion of road improvement costs each year. With the recent increase of the Home Rule Sales Tax, the City will no longer require annual vehicle license stickers starting June 2024. Funds received from the additional Home Rule Sales Tax will be used as a replacement funding source for supplementing the road improvement program.

Regarding parking at the Three Oaks Recreation Area, residents will still be eligible to park at no charge with proof of residency. Three Oaks Staff have technology to scan the Driver's License or State ID to validate residency. As proof of residency is required for free entrance into the beach area, Staff is not anticipating this change to overly burdensome for residents.

Ambulance Transportation Fee

The Fire Rescue Department currently charges a user fee for emergency medical patients who are transported to the hospital via a Crystal Lake Fire Rescue ambulance. The rates are provided in City Code §33-13-C. The rates have not been adjusted since 2017, approved as part of a multi-year adjustment in 2014. As a voluntary participant of the State of Illinois Ground Emergency Transportation (GEMT) program, the City files an annual report of ambulance service related expenses and in turn, is assigned a GEMT rate per call on an annual basis. The rates generated by the program follow a consistent state-wide format and provide an independent assessment of the cost of providing such services to all patients. Starting May 1, the ambulance transportation rates will automatically adjust to this rate after issuance from the State of Illinois. The City will also no longer bill residents for the portion of the ambulance transportation bill remaining after any insurance adjustments.

Votes Required to Pass:

Simple majority

Ord. No.
File No.

AN ORDINANCE APPROVING THE ANNUAL BUDGET OF THE CITY OF CRYSTAL LAKE, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING DECEMBER 31, 2024

WHEREAS, the City Council designates a Budget Officer for the City who shall compile an annual budget for the City of Crystal Lake; and

WHEREAS, the Budget Officer has proposed to the corporate authorities a budget as required by Section 8-2-9.3 of the Illinois Municipal Code; and

WHEREAS, Section 8-2-9.9 of the Illinois Municipal Code requires that the corporate authorities of the City of Crystal Lake allow for public inspection of the tentative annual budget at least ten (10) days prior to its passage; and

WHEREAS, the tentative annual budget has been available for public inspection in the Office of the City Manager and online on the City's website from April 5, 2024; and

Draft

WHEREAS, after proper notice being given, a public hearing was conducted on April 16, 2024, to obtain public comment on the tentative annual budget for the City of Crystal Lake for the fiscal year beginning May 1, 2024 and ending December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Crystal Lake, McHenry County and State of Illinois, as follows:

Section 1: The fiscal year budget of the City of Crystal Lake, McHenry County, Illinois, for the fiscal year beginning May 1, 2024 and ending December 31, 2024, in the form attached hereto is hereby approved and adopted.

Section 2: That a certified copy of this Ordinance and a copy of the budget hereby approved shall be filed with the McHenry County Clerk in accordance with the provisions of the statutes of the State of Illinois.

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

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

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

Draft

Ord. No.
File No.

AN ORDINANCE ESTABLISHING CERTAIN ANNUAL, DAILY OR HOURLY PAY RATES AND PAY RANGES AND THE SALARY ADMINISTRATION SCHEDULE FOR THE CITY OF CRYSTAL LAKE EMPLOYEES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS;

SECTION I: ANNUAL, DAILY OR HOURLY RATES

That the ranges of annual, daily or hourly rates for the employees of the City are hereby to read as follows on attached chart.

SECTION II: SALARY ADMINISTRATION PROCEDURES

A. The City Manager shall develop procedures and direct the administration of those procedures to ensure that individual employee's wages are determined and allocated in an equitable manner in keeping with the goals and requirements of this policy.

B. New employees and newly promoted employees shall be paid a salary within their new salary range that is not less than the minimum of the range and does not exceed the maximum of their new pay range. Salary increases for individual employees will be timed and salary increase amounts will be determined following the specific criteria below:
   1. Quality of performance since the employee's last salary adjustment.
   2. Comparison of current salary to pay of other employees of like duties, responsibilities and performance.
   3. Position of an employee's current salary within the pay range in terms of overall ability and overall performance since the employee first entered the range.

C. The City Manager shall annually direct the review and survey of certain positions and their salary ranges in comparison with other communities in proximity to the City of Crystal Lake or of like size and comparable composition.

D. The City Manager shall annually approve salary rates and their effective dates for all employees.

E. The City Manager may initiate exceptions to this policy when, in his judgment, such action is for the good of the organization.

Draft

SECTION III: JOB CLASSIFICATION:

That all positions of the City shall be separated into classifications and each classification shall have a pay range and the designation of an annual, daily, or hourly rate of pay. The classifications of positions may be modified as deemed appropriate by the City Manager.

All employees, including department directors, part-time and seasonal employees, shall receive such compensation as shall be determined from time to time by the City Manager provided, however, no expenditure shall be made on account of or pursuant to appointment or employment by the City Manager unless sufficient funds have been appropriated in the annual budget.

SECTION IV: REPEALER

That all ordinances or parts of ordinances, rules and regulations in conflict with this ordinance shall be and are hereby repealed.

SECTION V: EFFECTIVE DATE

That this Ordinance shall be in full force and effect from and after the first day of May 2024.

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

APPROVED:

_____

Haig Haleblian, MAYOR

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

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

Draft

Compensation Plan - Full-Time Non-Represented Employees
Effective 05.01.2024 to 12.31.2024

		Annual		Hourly	
	Grade	Minimum	Maximum	Minimum	Maximum
Office Assistant	1	45,762	69,321	22.00	33.33
Police Records Assistant	3	50,453	76,441	24.26	36.75
Accounts Payable Coordinator	4	53,965	81,761	25.94	39.31
Administrative Assistant	4	53,965	81,761	25.94	39.31
Community Service Officer	4	53,965	81,761	25.94	39.31
Development Services Representative	4	53,965	81,761	25.94	39.31
Management Assistant	4	53,965	81,761	25.94	39.31
Development Services Specialist	5	57,766	87,489	27.77	42.06
Payroll Coordinator	5	57,766	87,489	27.77	42.06
Property Control Officer	5	57,766	87,489	27.77	42.06
Utility Billing Coordinator	5	57,766	87,489	27.77	42.06
Human Resources Assistant	6	61,828	93,655	29.73	45.03
Executive Assistant	7	66,756	101,103	32.09	48.61
Accountant	8	70,766	107,159	34.02	51.52
Building Inspector	8	70,766	107,159	34.02	51.52
Engineering Inspector	8	70,766	107,159	34.02	51.52
Fire Inspector	8	70,766	107,159	34.02	51.52
Finance Analyst	8	70,766	107,159	34.02	51.52
Management Analyst	8	70,766	107,159	34.02	51.52
Public Works Analyst	8	70,766	107,159	34.02	51.52
Support Services Coordinator	8	70,766	107,159	34.02	51.52
Accounting Manager	9	74,951	116,817	36.03	56.16
Lab Supervisor	9	74,951	116,817	36.03	56.16
Plans Examiner	9	74,951	116,817	36.03	56.16
Plumbing Inspector	9	74,951	116,817	36.03	56.16
Police Records Supervisor	10	86,094	126,038	41.39	60.60
Public Works Manager	10	86,094	126,038	41.39	60.60
Public Works Supervisor	10	86,094	126,038	41.39	60.60
Assistant City Planner	11	89,549	131,057	43.05	63.01
Assistant to the City Manager	11	89,549	131,057	43.05	63.01
Police Sergeant		122,491	133,848	58.89	64.35
Civil Engineer	12	93,130	136,295	44.77	65.53
Assistant Finance Director	14	104,160	148,871	50.08	71.57
Public Works Superintendant	14	104,160	148,871	50.08	71.57
Assistant City Manager	15	108,307	154,133	52.07	74.10
Building Commissioner	15	108,306	154,133	52.07	74.10
Capital Engineering Manager	15	108,307	154,133	52.07	74.10
City Engineer	15	108,307	154,133	52.07	74.10
City Planner	15	108,307	154,133	52.07	74.10
Economic Development Manager	15	108,307	154,133	52.07	74.10
Fire Battalion Chief	15	108,307	154,133	52.07	74.10
Fire Bureau Chief	15	108,307	154,133	52.07	74.10
Police Commander	15	108,307	154,133	52.07	74.10
Deputy Fire Chief	17	118,308	175,841	56.88	84.54
Deputy Police Chief	17	118,308	175,841	56.88	84.54
Deputy Director of Public Works & Engineering	17	118,308	175,841	56.88	84.54
Director of Human Resources	18	124,243	185,408	59.73	89.14
Director of Information Technology	18	124,243	185,408	59.73	89.14
Deputy City Manager	19	129,215	200,240	62.12	96.27
Director of Community Development	19	129,215	200,240	62.12	96.27
Director of Finance	19	129,215	200,240	62.12	96.27
Director of Public Works & Engineering	20	134,375	208,265	64.60	100.13
Fire Rescue Chief	20	134,375	208,265	64.60	100.13
Police Chief	20	134,375	208,265	64.60	100.13

Draft

Compensation Plan - Regular & Temporary Part-Time Non-Represented Employees
Effective 05.01.2024 to 12.31.2024

	Grade	Hourly Minimum	Hourly Maximum
Temporary/Seasonal Positions			
Seasonal Laborer			
Public Works Fleet		14.00	18.00
Public Works Streets Summer		14.00	18.00
Public Works Water		14.00	18.00
Public Works Wastewater		14.00	18.00
Three Oaks Attendant		14.00	17.00
Three Oaks Lifeguard		15.00	19.00
Three Oaks Assistant Marina Manager		15.50	20.00
Three Oaks Assistant Lifeguard Manager		17.00	21.00
Public Works Streets Winter		22.50	28.00
Interns			
Administrative Intern		15.00	31.50
Engineering Intern		15.00	20.00
GIS Intern		15.00	20.00
Management Intern		15.00	20.00
Planning Intern		15.00	20.00
Finance Intern		15.00	20.00
Regular Part-Time Positions			
Police Records Assistant	3	24.26	36.75
Administrative Assistant	4	25.94	39.31
Firefighter II/EMT-B Trainee		14.00	14.00
Firefighter II/EMT-B [1]		15.50	19.00
Three Oaks Assistant Operations Manager		17.50	25.00
Three Oaks Maintenance Manager		17.50	29.00
Three Oaks Operations Manager		17.50	34.00

(1) Fire Rescue Part Time Staff: Additional $0.50/hour for each certification on top of base for for additional Certifications of Paramedic, FAE, or Firefighter III; Additional $0.50/hour for 10 years or more service to CLFRD

Draft

Ordinance #:
File #:

ORDINANCE AMENDING THE CRYSTAL LAKE CITY CODE

BE IT ORDAINED by the Mayor and City Council of the City of Crystal Lake, McHenry County and State of Illinois, as follows:

Section 1: Amendment of City Code § 515-15, Rates and Charges, of Chapter 515, Water and Sewer, of the City Code is hereby repealed and replaced in its entirety with the following:

§ 515-15. Rates and Charges.

The consumer or user on all property or premises upon which any building or structure has been or may hereafter be erected having connection with any mains or pipes which exist or may hereafter be constructed and used in connection with the water and sewage or water or sewage systems of the City of Crystal Lake shall pay the following rates according to the following schedule:

A. Water rate. Beginning September 1, 2024, the following rates shall apply:
(1) Monthly service charge: $8.68.
(2) Each 1,000 gallons: $5.91.

B. Sewer rate. Beginning September 1, 2024, the following rates shall apply:
(1) Monthly service charge: $10.36
(2) Each 1,000 gallons: $5.92

C. The rates and charges herein established shall be collected from owners, occupants, consumers and users of the premises for all such use from and after each scheduled rate adjustment. The minimum rate for water and sewer monthly billing shall be equal to the combined water and sewer monthly service charge for the rate period covered. The fee paid for sewer use shall be determined by the water meter reading. No discounts shall be allowed for any difference between the water meter reading and actual sewer use.

D. Senior citizens may qualify for a water and sewer rate discount of 20% for the first 5,000 gallons billed each month by requesting the discount and registering with the Finance Department. To receive the discount, a senior citizen must be 65 years of age, and must reside at the address and the account must be in his/her name.

Draft

E. Water users outside corporate limits of the City of Crystal Lake shall pay 1 1/3 times the fee charged for the same services within the City (except those users covered by contractual agreements whose fees should be determined in accordance with such contracts).

F. Bulk water sales made by metered connections to secondary community water supplies or via metered hydrant for on-site use or via metered hydrant to a tanker for transport to an end user (except those users covered by contractual agreements) shall be billed monthly and pay the following rates according to the following schedule:

(1) Bulk water rate (except those users covered by contractual agreements). Beginning September 1, 2024, and continuing until further adjusted by the Mayor and City Council of the City of Crystal Lake:

(a) Monthly service charge: $46.41.
(b) Each 1,000 gallons: $18.07.

G. Water used during construction of new buildings. Beginning September 1, 2024, and continuing until further adjusted by the Mayor and City Council of the City of Crystal Lake:

(1) One- and two-family residences: $112.79.
(2) Multifamily, commercial, industrial:
(a) Under 2,000 square feet, minimum fee: $112.79.
(b) Each additional square foot over 2,000 to 10,000: $0.066.
(c) Each additional square foot over 10,000 to 50,000: $0.022.
(d) Each additional square foot over 50,000: $0.012.

H. Temporary hydrant connection. In those instances in which temporary hydrant connections are intended, the following regulations shall apply:

(1) User Fees

(a) The user shall pay to the City:

[1] A monthly service charge of $46.41 regardless of the length of rental during the course of a month.

[2] $18.07 per 1,000 gallons of water used. The fee is charged in 1,000 gallon increments and shall be billed at the time the meter is returned.

[3] A daily hydrant meter/RPZ unit rental fee of $9.20.

(b) Upon the return of the meter, a meter reading shall be taken and the user shall be billed these fees. The minimum billing shall be for 1,000 gallons with a minimum rental fee of one (1) week in addition to the service fee of $46.41.

(2) Deposit. As a condition precedent to the issuance of the hydrant meter/RPZ unit for such temporary connection, the applicant shall deposit with the City the sum of one thousand five hundred dollars ($1,500.00) for a ¾ inch hydrant meter/RPZ unit rental or three thousand five hundred dollars ($3,500.00) for a 2" inch hydrant meter/RPZ unit rental to secure the payment of fees related to such connection. This deposit will be used to offset the hydrant meter rental charges as outlined in Section H (1) and any damage.

Draft

Deposits shall be refunded upon return and inspection of all equipment in good operating condition, which shall include the successful testing of the RPZ.

(3) Hydrant meter/RPZ unit rentals may be rented throughout the year dependent on availability, and all units shall be returned by December 31st of each year, unless alternate arrangements have been made with the Public Works Department. Units not returned by December 31st shall result in the forfeiture of the deposit. Customers who have forfeited their deposits shall be prohibited from using the hydrant meter/RPZ unit and to draw any water from the City's fire hydrants until such time as the account has been paid in full for the water used and a new meter/RPZ unit deposit has been paid. A re-certified unit will then be provided to the customer.

(4) The user of any temporary hydrant meter/RPZ unit is responsible for the replacement cost in the event the unit is lost, stolen, or damaged in any way.

I. Surcharge for industrial users. When the average concentrations of BOD and/or suspended solids exceeds 300 mg/l or 350 mg/l, respectively, a surcharge shall be $0.73 per pound of BOD, and $0.36 per pound of suspended solids. All measurements, tests, and analysis of the characteristics of water and wastes to determine the industrial user surcharge factors shall be conducted in conformance with § 515-13. All commercial and institutional users shall be reclassified "industrial" as per the Office of Management and Budget's "Standard Industrial Classification Manual," 1972 Edition, under the category "Division D Manufacturing," when any of their wastes exceed the concentration of § 515-13 of this article.

J. New Account Deposit.

(1) Upon the establishment of a new water/sewer account, a deposit shall be made to such account prior to any water/sewer service being received at the property associated with the new account. Upon application for service, all new customers must indicate whether the service is being requested for property that is owned or rented.
(2) The new customer deposit shall be fifty dollars ($50.00) for water/sewer service.
(3) New account deposits shall be credited to water/sewer service customers in "good standing" for a period of 24 consecutive months with a minimum of 22 timely payments and no payments or drafts having been returned for insufficient funds. Such credits shall be applied to the customer's next bill following the 24th consecutive month of timely payments. No deposits to current accounts shall be refunded directly to the customer until account closure.
(4) The Finance Director is authorized to waive the deposit requirement in the event that the City has received an executed application for participation in the City's Direct Debit program from the new account applicant prior to the first billing cycle. Such waiver shall remain in effect during such time as the customer is enrolled in the Direct Debit Program and the account remains in good standing. An account in good standing is one that has no had direct debit payments returned to the City for insufficient funds on two consecutive billing periods. Should the account not remain in good standing at any point during the first 24 months following the establishment of the new account, the new account deposit will be added to the customer's account,

Draft

regardless of enrollment in the Direct Debit Program. The Finance Director is authorized to process a refund of deposits held by the City on behalf of water and sewer customers who participate in the Direct Debit Program. Refunds shall be processed in the form of an account billing credit.

(5) The deposit requirement shall be waived for any existing customer relocation to a new location and establishing a new account, or adding an account for an additional property within the City service area, provided that during the preceding 24 consecutive months such customer's existing account has been kept in good standing.

K. Terms of Payment

(1) Liability For Payment Of Fees For Water/Sewer Service: The user of the City's water/sewer service and the occupant and owner of the property, or the owner's agent, if different from the user, shall be jointly and severally liable for the payment of any user fees, penalties, or special assessments billed for water/sewer service.

(2) Owner Notified If Tenant Delinquent: After the account has been delinquent for sixty (60) days, if the owner has provided the City with the owner's name and address, the City shall deliver notice of the tenant's or occupant's delinquency to the owner. Depositing the required notice in the mail, addressed to the owner at the address listed in the City's records, postage prepaid, shall constitute delivery.

(3) Manner Of Correcting Inaccurate Bills: In any instance where a customer's bill has been incorrectly calculated or stated for any reason except unlawful use of utility services, the City shall correct the billing for any period of time not exceeding twelve (12) months during which incorrect bills were rendered for under-billed accounts and twelve (12) months for credits due to an error which caused the account to be overbilled.

(4) Deferred Payment Plan: Where a customer has been under-billed, the City may enter into a written deferred payment agreement with the customer, whereby the amount due to the billing error may be paid in equal installments over a period not to exceed twelve (12) months from the date on which the agreement is signed.

(5) Termination Of Service: The City shall have and hereby reserves the right, power and authority to suspend or terminate water/sewer service as provided for in § 515-16 to any customer at any time without incurring any liability or cause of action for damages of any kind.

(6) Resumption Of Service: If service is discontinued because the customer's bills for service are in arrears, or for violation of any provisions of this Article after notice, such service shall not be restored until all charges, costs and damages, if any, shall have been paid to the Finance Department; or the violation has been corrected; and any charges for reinstatement of service pursuant to this Chapter have been paid to the Finance Department.

(7) Voluntary Water Shutoff: The City provides a water shutoff service to residents who are on vacation or away for an extended period. The fee for voluntary water shutoff shall be $100. The fee shall cover the cost of water shut-off at the valve box in the City's right-of-way (the valve the City has installed to access water service) and then

Draft

turned back on upon request. The fee shall not be applicable to any school districts or any unit of local government.

(8) Responsibility for Meter with Customer: If water service is terminated pursuant to this Section, the customer shall remain liable for protecting the water meter from damage from freezing or other causes. If the meter is damaged, the customer shall be required to return the damaged meter to the City, purchase a new meter, and have the new meter installed in accordance with City Code requirements, all at his/her own expense.

(9) Collection: The City may take all legal action necessary to collect fees from delinquent accounts including, without limitation, termination of service, recording a lien against the property, foreclosing on such lien, hiring a collection agency, refusing to grant any other utility service, or to issue any City permit or license to the delinquent customer until the delinquent account has been paid in full, including any penalties, costs incurred to record liens or releases of lien, or costs of collection.

(10) Blanket Policy: The City shall also have the right to disconnect or refuse service to any customer with one or more installations if the bills are not paid at any one installation.

(11) Charges And Discounts Prorated: The charges and discounts established in this Article shall be prorated by the Finance Department for customers receiving service for less than a full billing period.

L. Periodic review of charges. The adequacy of the water and sewer charge shall be reviewed by the City Manager at least annually as part of the annual budget process. The water and sewer service charge shall be revised periodically to reflect change in local operation, maintenance and repair costs, including capital replacement costs.

M. Disposition of revenues. All revenues and moneys derived from the operation of the water and sewer system shall be deposited in the Water and Sewer Fund. The Director of Finance shall receive all such revenues from the water and sewer system and all other funds and moneys incidental to the operation of such system as the same may be delivered to him/her and deposit the same in the account of the fund designated as the Water and Sewer Fund of the City of Crystal Lake.

N. Accounts. The Director of Finance shall establish a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the water and sewer system, and at regular annual intervals he/she shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

Section 3: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

Draft

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

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

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

Draft

Ord. No. ____
File No. ___

ORDINANCE AMENDING THE CODE
OF THE CITY OF CRYSTAL LAKE, ILLINOIS

WHEREAS The City of Crystal owns and operates the Three Oaks Recreation Area; and

WHEREAS The City desires to charge a fee for non-resident beach entrance that will help fund the operations and maintenance of the park; and

WHEREAS Residents and non-residents access the Three Oaks Recreation Area beach.

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

SECTION I: That CHAPTER 241 Fees, Article 20 Three Oaks Recreation Area Fees shall be amended as follows:

§ 241-20. Three Oaks Recreation Area Fees.

D. Nonresident Beach/Playground Entrance Fees.

Category	**Beach Admission Fee**
Adults (16 and older)	$12 ($6 after 4:00 p.m.)
Seniors (62 and older)	$7 ($4 after 4:00 p.m.)
Youth (4-15 years)	$7 ($4 after 4:00 p.m.)
Veterans and Active Duty Service Members	$7 ($4 after 4:00 p.m.)
Ages 3 and under	Free

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

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

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

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Draft

Ordinance #:
File #:

ORDINANCE REPEALING ARTICLE XII OF CHAPTER 496 OF THE CITY OF CRYSTAL LAKE CODE OF ORDINANCES REGARDING MOTOR VEHICLE LICENSES

WHEREAS, Chapter Article XII of Chapter 496 of the City of Crystal Lake Code of Ordinances (the "City Code") sets forth certain vehicle licensing provisions for vehicles owned, operated or used within the City, including provisions relating to the obligation to pay licensing fees for such vehicles (the "Vehicle Licensing/Sticker Program"); and

WHEREAS, the Vehicle Licensing/Sticker Program has been in place in one form or another since 1929; and

WHEREAS, funds collected for the Vehicle Licensing/Sticker Program have been utilized to support road improvement programs within the City; and

WHEREAS, other sources for funding exist and are available to the City to replace the revenue generated by the Vehicle Licensing/Sticker Program; and

WHEREAS, the Mayor and City Council have found and determined that in light of the availability of other funding sources which can replace the revenue generated by the Vehicle Licensing/Sticker Program it would be in the best interest of the City and its residents to terminate the Vehicle Licensing/Sticker Program by repealing Article XII of Chapter 496 of the City Code.

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. Repeal of Article XII of Chapter 496. Article XII of Chapter 496 of the City Code, is hereby repealed, in its entirety, effective July 1, 2024. The repeal of Article

Draft

XII of Chapter 496 of the City Code pursuant to this Ordinance shall not abrogate or affect any act committed or done or any penalty or forfeiture incurred or any pending litigation or prosecution under such repealed Article.

SECTION THREE. Effective Date. This Ordinance shall be in full force and effect on June 1, 2024, following its passage, approval, and publication in pamphlet form as provided by law.

DATED this ____ day of April 16, 2024

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

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

Draft

Ordinance #:
File #:

ORDINANCE AMENDING THE CRYSTAL LAKE CITY CODE RELATING TO THE FEE FOR EMERGENCY AMBULANCE SERVICES

WHEREAS, the City provides emergency ambulance services to the City of Crystal Lake and the Crystal Lake Fire Protection District; and

WHEREAS, Section 33-13(C)(4) of the City Code establishes a fee schedule for emergency ambulance services; and

WHEREAS, the current fee structure has been analyzed and it has been identified that the cost of emergency ambulance services is significantly greater than the amounts currently reflected in the fee schedule; and

WHEREAS, the most recent increase to the fees for emergency ambulance services took effect on May 1, 2017; and

WHEREAS, the City has also identified that the cost of providing emergency ambulance services can be more effectively managed and offset through a standardized, uniform rate, which is updated from time to time; and

WHEREAS, the Mayor and City Council have found and determined that it is necessary and appropriate and in the best interests of the City and its residents that the fee for emergency ambulance services be increased;

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

Draft

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

SECTION TWO. Amendment to City Code Chapter 33-13, Fire Rescue Department. Section 33-13 (C)(4) through Section 33-13 (C)(5) of the City Code is hereby replaced in its entirety with the following:

§ 33-13. Fire Rescue Department.

C. Emergency Ambulance Service

(4) There is hereby established a charge for the services of the Crystal Lake Emergency Ambulance Services as set forth in this Section. The City Manager is authorized to amend the fee for Ambulance Transport Services accordingly when the applicable Ground Emergency Medical Transport (GEMT) rate is updated by the Illinois Department of Healthcare and Family Services (HFS). The fees would be assessed based upon the table below:

Emergency Ambulance Service Provided	Rate
Ambulance Transport Services	Rate shall be based upon the most recent Ground Emergency Medical Transport (GEMT) rate as determined by the Illinois Department of Healthcare and Family Services (HFS) based upon level of service available
Non-Transport Residents	$300.00
Non-Transport Non-Residents	$775.00
Mileage (per loaded mile)	$12.50

Draft

(5) Billing

a) Residents. To the extent that a resident of the City of Crystal Lake is covered for the fees established in Section 33-13(C)(4) by applicable private health insurance, or federal health care programs, including, but not limited to, Medicare and Medicaid, or any other third-party payors; any and all payments made by the aforesaid third parties on behalf of the residents will be accepted by the City and the resident will have no obligation to make any additional payments, provided that: 1) amounts due from such third party payors have been paid directly to the City; or 2) if such third party payments have been made directly to the resident, the amounts received have

been remitted by the resident to the City. Medicare payment assignment rules will be honored and followed.

b) Nonresidents. Nonresidents of the City of Crystal Lake shall be liable and responsible for full payment of the fees established in Section 33-13(C)(4) subject only to such restrictions as may be applicable to balance billing under federal or state law in effect at the time of billing. Medicare payment assignment rules will be honored and followed.

(6) The Fire Chief of the City of Crystal Lake Fire Rescue Department, or his designee, is hereby authorized to waive any or all fees due from a person business, or other entity under Section 33-13(C)(4) pursuant to either administration regulation or on a case-by-case basis. Individual consideration may be given where a person presents in good faith, a financial hardship or inability to pay.

SECTION THREE. Effective Date. This ordinance shall take effect on the first day of May, 2024.

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

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: April 16, 2024
APPROVED: April 16, 2024

Draft