CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
May 21, 2024
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Police Swearing in Ceremony for New Police Officers, Sergeants, and K-9 Officer**
5. **Fire Rescue Swearing in Ceremony for New Firefighter/Paramedic, Lieutenant, Battalion Chief, and Deputy Chief**
6. **Approval of Minutes**
7. **Accounts Payable**
8. **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.
9. **Mayor's Report**
10. **City Council Reports**
11. **Consent Agenda**
    a. **Marine Corps League usage of the Three Oaks Recreation Area**
    b. **Adopt-A-Highway Program - Application Approval, General Kinematics**
    c. **Donation for 2024 Independence Day Fireworks Show**
    d. **County Zoning Request - 4219 W. Gracy Road. McHenry, IL - Conditional Use to allow for a commercial solar energy facility**
    e. **Hotel/Motel Tax Funding Distribution**
12. **City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: AP Petro Inc., d/b/a Crystal Lake BP, located at 281 W. Virginia Street**
13. **City Code Amendment to Increase the Number of Class 23 Liquor Licenses – Applicant: 3A Sunrise LLC, d/b/a Sunrise Liquor & Tobacco, located at 450 Illinois Route 31, Unit 150**
14. **135 Beardsley Street – Sign Variation for a wall mural totaling 645 square feet**
15. **295, 345, and 395 Pathway Court - Comprehensive Land Use Plan Amendment from Urban Residential to High Density Residential; Rezoning from R-2 Single Family Residential to R-3B PUD Multi-Family Residential; and Preliminary and Final Planned Unit Development and Variations for a 272-unit apartment complex, reduced from 312**

16. Purchase of Archer 1200 Anti-Vehicle Barriers from Meridian Rapid Defense Group

17. Grant of Municipal Utility Easement for the Installation of New Water Main

18. Proposal Award – Residential and Commercial Water Meter Replacement Program Services

19. Council Inquiries and Requests

20. 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

21. Reconvene to Regular Session

22. 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: 4

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: Police Swearing in Ceremony for New Police Officers, Sergeants, and K-9 Officer

Staff Contact: Jim Black, Chief of Police
Julie Meyer, Director of Human Resources

Background:

Police Officers and those promoted to Sergeant were officially sworn in by the City Manager at the time of hire or promotion.

At the May 21, 2024 City Council Meeting, Mayor Haleblian will formally swear in the following sworn Officers, who were hired or promoted since April 2022:

Police Officers Kelci McGrath, Joshua Stitt, Justyn Koster, Jose Alvarez, Ethan Berillo, Chase Horton, Joseph Thompson, Brett Jensen, Justin Woolbright, Roberto Diaz, John Cotter, and James Holub; and,

Police Sergeants Algirdas Sindaravicius, Jeffrey Mattson, and David Eitel; and,

K-9 Officer Cruise.

We are so pleased to have these fine individuals serve in our Police Department. Congratulations!

Agenda Item No: 5

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: Fire Rescue Swearing in Ceremony for New Firefighter/Paramedic, Lieutenant, Battalion Chief, and Deputy Chief

Staff Contact: Craig Snyder, Fire Rescue Chief
Julie Meyer, Director of Human Resources

Background:

One new Firefighter/Paramedic and those promoted to Lieutenant, Battalion Chief, and Deputy Chief of Fire Rescue were officially sworn in by the City Manager at the time of hire or promotion.

At the May 21, 2024 City Council Meeting, Mayor Haleblian will formally swear in the following sworn Fire Rescue personnel, who were recently hired or promoted:

Probationary Firefighter/Paramedic Luis Herrera; and,

Fire Lieutenant James Gualdoni; and,

Battalion Chief Darrell Cook; and,

Deputy Fire Rescue Chief Richard Kaiser.

We are so pleased to have these fine individuals serve in our Fire Rescue Department. Congratulations!

Agenda Item No: 11a

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: Marine Corps League usage of the Three Oaks Recreation Area

Council Discretion: 1) Motion to approve a waiver of fees for the Marine Corps League's June 27, 2024 fishing derby event request at the Three Oaks Recreation Area

2) No action

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

For the past ten years the McHenry County Marine Corps League out of Woodstock has held their annual fishing derby event for local disabled/disadvantaged Veterans at the Three Oaks Recreation Area. This year, the Marine Corps League will again hold their event at the Three Oaks Recreation Area on June 27, 2024. During the event, members of the Marine Corps League and guest Veterans will utilize six Three Oaks fishing boats to participate in a fishing derby on the lake. The event will conclude with food and drinks at the main pavilion.

City staff received a request from the Marine Corps League asking that all fees for this event be waived, as in past years. From 2011 through 2023, the City Council waived the fees for row boats and non-resident parking for the event.

The following is a breakdown of estimated fees for the event:

12 vehicles x $5.00 (parking fee)	$60.00
6 - 14' Rowboats:	$144.00
Total:	**$204.00**

Votes Required to Pass:

Simple majority vote of the City Council.

Agenda Item No: 11b

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: Adopt-A-Highway Program - Application Approval, General Kinematics

Staff Recommendation: Motion to adopt a Resolution approving and authorizing the City Manager to execute an agreement with General Kinematics Corporation to adopt the following road: Pingree Road, between US Route 14 and Rakow Road, 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

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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 or 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.

General Kinematics Corporation, located at 5050 Rickert Road, has applied to take part in the City's Adopt-A-Highway Program and has requested to adopt Pingree Road, between US Route 14 and Rakow Road, for a two-year period. If approved, the City Manager will execute an agreement with General Kinematics Corporation 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 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 has reviewed General Kinematics Corporation's application to take part in the Adopt-A-Highway program and recommends a motion to adopt a resolution approving General Kinematics

Corporation, located at 5050 Rickert Road, Crystal Lake, to adopt Pingree Road, between US Route 14 and Rakow Road, 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 General Kinematics Corporation for adoption of Pingree Road, between US Route 14 and Rakow Road, for a two-year period, per the requirements set forth in the City of Crystal Lake Adopt-A-Highway Program.

DATED this 21st day of May, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 21, 2024
APPROVED: May 21, 2024

Date Received: _____

City of Crystal Lake

Adopt-A-Highway Program Application

Application Type: First Time Applicant or Renewal

Group Name: General Kinematics

Street Address: 5050 Rickert Rd.

City, State, Zip: Crystal Lake, IL 60014

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

Number of participants: 30

Number of supervising adults: 30

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

Group Coordinator and Traffic Supervisor

Name: Steven Czechowski Phone Number: [redacted] Email: sczechowski@generalkinematics.com

Street Address: 335 Glenwood Ct.

City, State, Zip: Algonquin, IL, 60102

Lettering to Appear on Adopt-A-Highway Sign:

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

G	E	N	E	R	A	L										
K	I	N	E	M	A	T	I	C	S		C	O	R	P	.	

Section of roadway to be adopted:
First Choice:

Road Name: Pingree Road

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: Steven Czechowski Date: 5/10/2024

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 General Kinematics 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: Pingree Road and the Group accepts responsibility of picking up litter at least four times per year during this agreed upon time frame.

General Kinematics

Group Name

Steven Czechowski

Group Coordinator

City of Crystal Lake

5/10/2024

Date

Volunteer or Parent/Legal Guardian of Volunteer

City of Crystal Lake

Adopt-A-Highway Program Volunteer Agreement

The City of Crystal Lake and **General Kinematics** 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 roads hereby known as: **Pingree Rd. (between Rt. 14 and Rakow Rd.)**, and the Group accepts responsibility of picking up litter at least four times per year during this agreed upon time frame.

Volunteer Signature (or Parent/Legal Guardian of Volunteer if under 18)

Steven Czechowski

Volunteer (please print)

5/10/2024

Date

Agenda Item No: 11c

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: Donation for 2024 Independence Day Fireworks Show

Staff Recommendation:

1) A motion adopting a Resolution authorizing the City Manager to accept two donations, each in the amount of $15,000 designated for the expansion of the 2024 Independence Day Fireworks Show, per City Code Chapter 102.

2) A motion adopting a Resolution authorizing the City Manager to execute a contract amendment with American Fireworks for an additional amount of $30,000, with a total contract price of $60,000 for the 2024 Independence Day Fireworks Show and a corresponding Budget Amendment to increase the budgeted amount for the 2024 fireworks display to $60,000 for fiscal year 2024B and authorizing the City Manager to approve up to 10 percent in justifiable contract amendments from a contingency allowance.

Staff Contact: Nick Hammonds, Deputy City Manager
Craig Snyder, Fire Rescue Chief

Background:

2024 Independence Day Fireworks Display and Donations

Two individuals, who wish to remain anonymous, have each offered to donate $15,000 to expand the 2024 show beyond the original $30,000 display. As the City Council may recall, in 2017, 2018, 2019, 2021, 2022, and 2023, the City also received donations to expand the show. These donations will allow the City to further increase the size and intensity of the show. Chapter 102 of the City Code establishes a formal process for the acceptance and documentation of donations made to the City; therefore, City staff recommends that these donations be formally accepted by the City and designated toward the expansion of the fireworks show.

Fireworks Show Expansion

Due to the donations, City staff proposes to expand the 2024 show from the original Fiscal Year 2024B budgeted amount to $60,000. The City's amount spent on the 2024 fireworks show will not increase from what was spent in 2023. The fireworks vendor, American Fireworks, was approved by the City Council at the February 21, 2023 City Council meeting. The vendor's

proposal for the expansion of the show will be comparable to the 2023 show. The fireworks display will be located on the lake, as has been done in past years, with the display shells mounted to a floating platform. The Fire Rescue Department will be the lead City agency coordinating the contractor's activities.

The assembly of the show will take place near the center of the lake so that nearby roads can be reopened to traffic. "No wake" restrictions on the lake are in effect during the entire time the fireworks are on site. The City will coordinate the tow of the floating platform. The Fire Rescue Department will assign one of its members to transport the fireworks vendor to and from the shore during the course of the day as needed. The Crystal Lake Park District and the Fire Rescue Department will maintain a safe perimeter between the floating platform and boaters and swimmers during set up and the show.

Votes Required to Pass:
Simple majority.

Res. 24R-___

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and is hereby authorized to accept two donations designated for the 2024 Independence Day fireworks show each in the amount of $15,000 and to execute appropriate documents therefor.

DATED this 21st day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 21, 2024
APPROVED: May 21, 2024

Draft

Res. 24R-___

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and is hereby authorized and directed to take necessary and appropriate actions to increase the July 7, 2024 Independence Day Fireworks Display to be provided by American Fireworks from $30,000 to $60,000. The City Manager is additionally authorized to approve up to 10 percent in justifiable contract amendments from a contingency allowance.

BE IT FURTHER RESOLVED, that a corresponding budget amendment is also approved to increase the budgeted amount for fiscal year 2024B for the 2024 fireworks display to $60,000.

DATED this 21st day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 21, 2024
APPROVED: May 21, 2024

Draft

AMERICAN FIREWORKS℠

Since 1902

Our Proposed Special Entertainment Proposals

City of Crystal Lake



Program Cost – $60,000

Show Date – July 7, 2024
Rain Date – TBD

Geographics

Show Location: 300 Lakeshore Drive, Crystal Lake, Illinois 60014

Show Time: Dusk

Show Duration: 25 to 30 minutes

This Fireworks Display Proposal Includes:

1. **Illinois** Licensed Pyrotechnicians and Technician Assistants necessary to set up, fire, take down, and conduct a safety inspection.

2. Delivery of all product and materials to the display site by qualified drivers as required by the U.S. Department of Transportation.

3. Professional, **computerized choreography** and firing of the entire display. Entire show fired electronically.

4. All mortar racks necessary to pre-load all shells in the display. All racks are built to NFPA code specifications.

5. Public Liability and property damage insurance of **$10,000,000** combined single limit. Our insurance company has an A++ rating.

6. Automobile liability insurance of **$10,000,000** as required by the U.S. Department of Transportation.

7. **Illinois** Workers Compensation coverage for all pyrotechnicians and technician assistants.

8. **Illinois** Explosives and Fireworks Storage License with Illinois Dept. of Natural Resources and as required by the U.S. Department of Alcohol, Tobacco, and Firearms.

9. **Illinois** - Distributor and Pyrotechnician license as required by the State Fire Marshall.

SHOW PRODUCTION AND DESIGN

American Fireworks will provide professional, computerized scripting of the entire fireworks display. We will utilize coordinated segments, matching like colors and effects, to create a variety of spectacular scenes for the crowd.

Show Segments and Highlights

The choreography of the aerial display will utilize several segments, including:

Patriotic— Five different segments utilizing red, white, and blue shells with various effects. These segments will be distributed throughout the show as detailed in the program and will be approximately 20 seconds in duration each.

The Fast and Furious— Will include several segments that will build in intensity throughout the show, culminating in a spectacular Finale (Pre-Finale and Grand Finale) that will be over 4 minutes in duration! An abundance of thundering, fast-breaking shells will be utilized in these segments (Crossettes, titanium salutes, tourbillions, peonies, and fish).

Soft and Slow— During these segments we will utilize soft-breaking, long duration shells such as arcing comets, brilliant glitters, willows, kamuros, and brocades.

Silver and Gold—No fireworks production would be complete without a glittering array of silver and gold effects. We will utilize coconut shells, flitter shells, and gold brocades to present curtains of brilliant golds and silvers to the crowd.

American Specialties—These segments will utilize specialty shells that will provide the crowd with many opportunities for "ooohs" and "aaahs." Color changing chrysanthemums, multiple-ring shells, pattern shells, and whistles are among the favorites that will be accentuated here.

DISPLAY SHELL DETAIL

In order to simplify the information about the shells in our proposal, we have provided shell counts in three different categories of shells that we offer: **Premium Star Shells, Fancy Color Changing Star Shells, and Special Effect/Pattern Star Shells**. Below we have listed a sample of specific shells that you could expect to find in each category of shells that we have included in your proposal. This is only a sample of the extensive selection of high quality import and domestic shells which we feature in our inventory.

Premium Star Shells

Purple Peony, White Peony, Gold Peony, Red & Blue Peony, Half Green/Half Yellow Peony, Silver Chrysanthemum, Blue Chrysanthemum, Variegated Chrysanthemum, Purple and Spangle, Green Flashing, Gold Flash w/Blue Pistil, Glittering Chrysanthemum, Red Diadem, Silver Wave, Red and Silver Glittering, White Flashing Flower, Green Dahlia, Gold Palm Tree, Silver Surf, Red Tiger Tail, Glittering Comet, Diadem Chrysanthemum w/Palm Core, Red/White & Blue Waves, Crackling Dahlia, Aqua Chrysanthemum w/Glitter Tail.

Fancy Color Changing Star Shells

White Twinkling Kamuro, Purple to Crackling Flower w/Green Pistil, Rainbow Dahlia, Golden Wave to Variegated Chrysanthemum, Red/White & Blue Glitter, Red Gamboge to Blue to Silver Chrysanthemum, Purple to Green Chrysanthemum, Red to White Peony w/Crackling Pistil, Purple to White Flashing Chrysanthemum, Glittering Blue to Crackling, Green Diadem to Purple w/Silver Pistil, Golden Rippling Peony, Purple Sun w/Glitter Palm Core, Three Color Kamuro, White Twinkling Kamuro, Golden Wave to Green to Crackling.

Special Effect/Pattern Star Shells

Glittering Coconut, Crackling Spider w/tail, Silver Strobe to Crackling Flower, Brilliant Brocade Waterfall, Green Dahlia w/Salute, Bowtie Ring, Bee and Flower w/Strobe Tail, Brocade Kamuro, Silver Tourbillion, Crackling Willow, Red Crossette, Whistling & Crackling Fish, Dragon Eggs w/Ring, Glittering Crackling Coconut w/Rising Tail, White Flitter Crossette, Silver Ring w/Artillery Pistil, Fish and Whistle, Silver Brocade Dragon, Gold Strobe

OPENING BARRAGE

Our program will begin with a "mini grand finale" that will fill the sky with Green and White colors and effects. This impressive salvo will set the mood for your spectacular, patriotic display.

900	Special Effect Cake Barrages (6 Cakes - 150 Shots Ea.)
200	3" Multi Color Premium Star Shells (8 Cakes – 25 Shots Ea.)
36	4" Multi Color Premium Star Shells
24	5" Multi Color Premium Star Shells
18	6" Multi Color Premium Star Shells

BODY OF SHOW

The body of the program will consist of 3" to 6" aerial shells and rapid-fire cakes. The aerial shells will be fired in volleys of 2, 3, and sometimes more. We will fire the body of the show at a smooth, consistent pace with no dead spaces between firings. Rapid-fire cakes will be intermixed with the aerial shells to provide high-energy, intense segments to the show. During the firing of the cakes, we will launch aerial shells of similar colors and effects over top of the cakes to give a layering effect of pyrotechnics.

3" Aerial Display Shells	
500	Assorted Color Premium Star Shells
	Assorted Fancy Color Changing Shells
	Assorted Special Effect/Pattern Shells
	Special Effect: Flights of 3
	Special Effect: Flights of 2

4" Aerial Display Shells	
288	Assorted Color Premium Star Shells
	Assorted Fancy Color Changing Shells
	Assorted Special Effect/Pattern Shells
	Special Effect: Flights of 3
	Special Effect: Flights of 2

5" Aerial Display Shells	
240	Assorted Color Premium Star Shells
	Assorted Fancy Color Changing Shells
	Assorted Special Effect/Pattern Shells
	Special Effect: Flights of 3
	Special Effect: Flights of 2

6" Aerial Display Shells	
216	Assorted Color Premium Star Shells
	Assorted Fancy Color Changing Shells
	Assorted Special Effect/Pattern Shells
	Special Effect: Flights of 2

Special Effect Cake Barrages 1.5" – 2"				
Cake Name	Style / Shape	Barrages	Shots Per Barrage	Total Shots
Brocade Wave with Blue Tails	V	2	156	312
Sea Blue + Golden Glittering Crown with Blue Tails	V	2	120	240
Color Peacock with Thunder	Fan	2	300	600
3 Pace 5 Time Flower Crown Crossett's	Fan	2	300	600
Red & Blue to Silver Crossett's	Z	1	655	665
Golden Mines /Green Glittering / Pink Strobes	Fan	1	225	225
Purple to Green Crossett's	O	1	100	100
Brocade Crown to Blue Mines	R	1	150	150
Assorted Effects	IZW	1	150	150
Silver Wave to Red Mines to Color Tails	Z	1	300	300
Green Strobes with Purple Tails	Z	1	150	150
Colorful Peony with Coconut	Z	1	300	300
Totals	----	----		3,792

Special Effect Cake Barrages are subject to change show to show for design purposes

GRAND FINALE

The crowd begins to applaud as they think the show has concluded. Suddenly, we unleash most memorable part of your spectacular display—our Grand Finale. This enormous, thundering, and awesome barrage will overwhelm the crowd with an amazing array of colors and shattering titanium salutes. The finale will begin with a low rumble, as titanium salutes explode every forth shell. Gradually the intensity will increase as we approach the ear shattering conclusion titanium salutes ringing out in a thunderous explosion that can only be described with one word—AWESOME!

1,500	Special Effect Cake Barrages (10 Cakes - 150 Shots Ea.)
250	3" Multi Color Premium Star Shells (10 Cakes – 25 Shots Ea.)
168	4" Multi Color Premium Star Shells
36	5" Multi Color Premium Star Shells
18	6" Multi Color Premium Star Shells

SHOW SHELL SUMMARY

2,950 Sq. Ft	1.5" - 2.5"		3"		4"	5"	6"
Opening Finale	6 Cakes	900	8 Cakes	200	36	24	18
Body of Show	16 Cakes	3,792	20 Cakes	500	288	240	216
Grand Finale	10 Cakes	1,500	10 Cakes	250	168	36	18
Totals	**36 Cakes**	**6,192**	**38 Cakes**	**950**	**492**	**300**	**252**

Agenda Item No: 11d

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: COUNTY ZONING REQUEST

4219 W. Gracy Road
City of McHenry, IL

Recommendation: City Council's discretion.

a) Motion to object to the proposed 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 "A-1" Agriculture District and consists of approximately 35-acre portion of an 80-acre parcel. Per the plat of survey, the subject property has a farm field, wooded areas and residential structures.
- The subject property is surrounded by County zoning district "A-1" Agriculture District zoning to the east and the Village of Prairie Grove's Transitional zoning district to the north, south and west. Agricultural uses are to the north, south, east and west.
- The County's 2030 Land Use Plan identifies the subject property as Residential. The 2020 Comprehensive Plan, and the 2030 and Beyond Analysis Update supports the construction of commercial solar energy facilities within existing agricultural areas.
- This property is not included in the City of Crystal Lake's 2030 Comprehensive Plan.

Request:

- The petitioners are requesting a Conditional Use to allow for a commercial solar energy facility. The solar farm will take approximately 35 acres of the 80-acre parcel.
- 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 County 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 15.5 feet in height.
- Setbacks: The solar panels will be set back 880 feet from Gracy Road (front yard), and between 89 to 172 feet from the other property lines. This meets the County's requirements that panels be setback a minimum 50 feet from the lots lines and over 150 feet from any residence (other than a residence on the same ownership parcel).
- Safety/Security: There will be a seven (7) foot high fence.
- Landscaping: The project area will be planted with native grazing and pollinator seed mixes. Vegetation exists on the eastern, western, and southern portions of the project and will be protected in place during construction and operation of the facility.
- Access into the site is a 20-foot gravel road.
- Decommissioning of the site includes removal of all material from the site including the fencing and concrete equipment pads.
- 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. *Does not meet.*
    - The grounds in and around the panels shall be repurposed for wildflowers or agriculture. A landscape plan is required. *Meets.*
    - One ten-foot-wide paved drive shall provide access around the entire site. *Does not meet.*
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

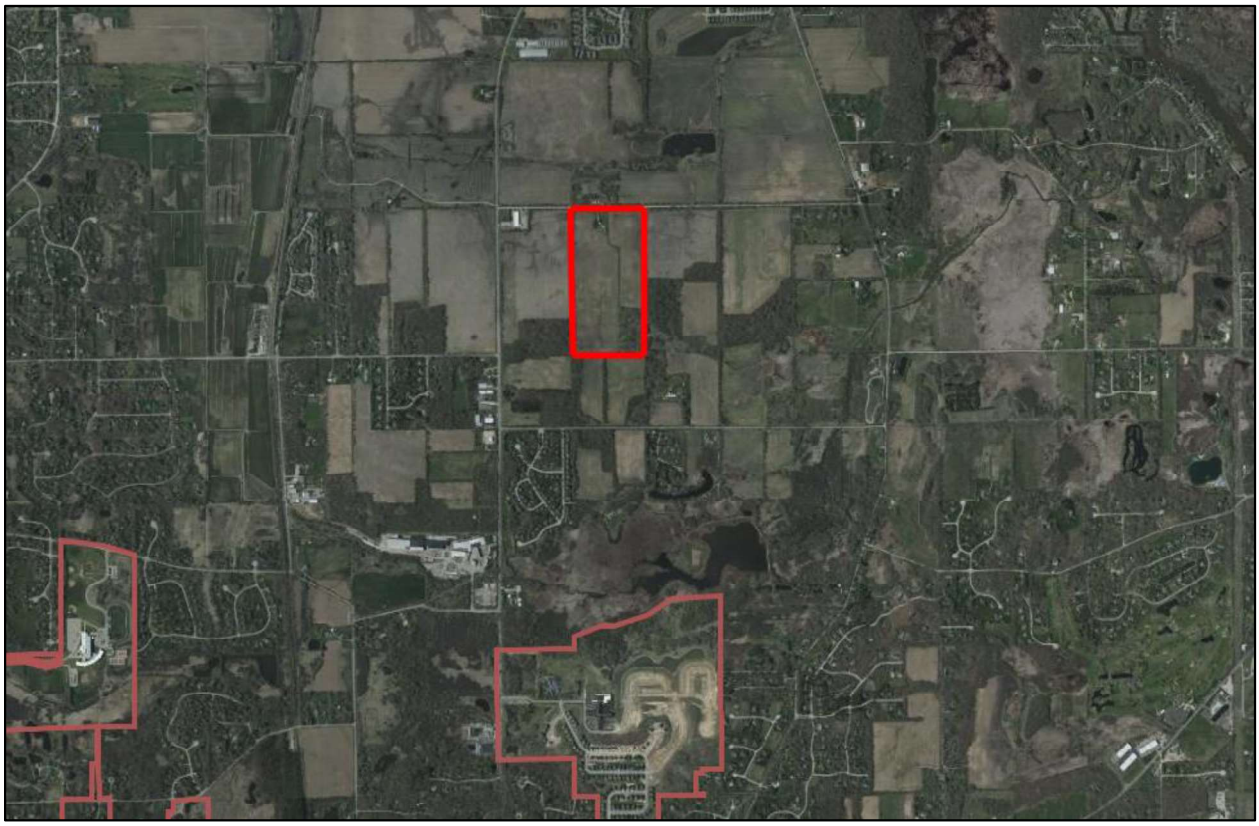
Votes Required to Pass: A simple majority.

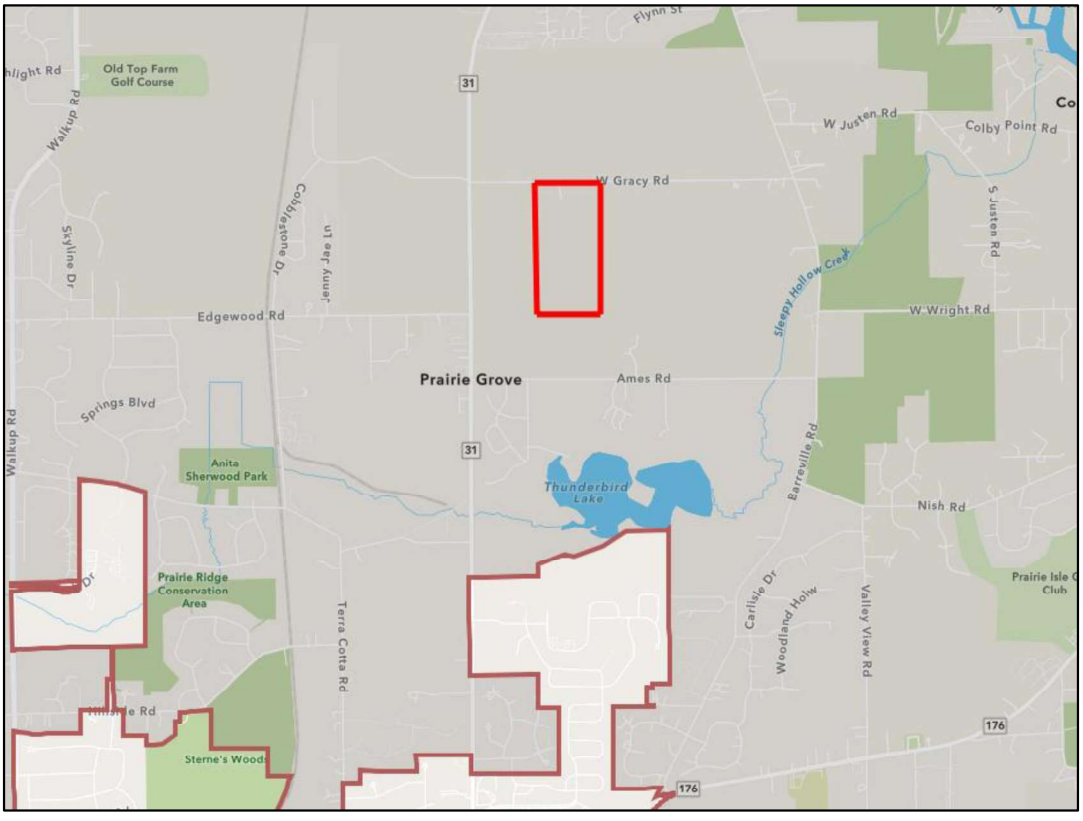
PIQ Map

4219 W. Gracy Road, McHenry, IL

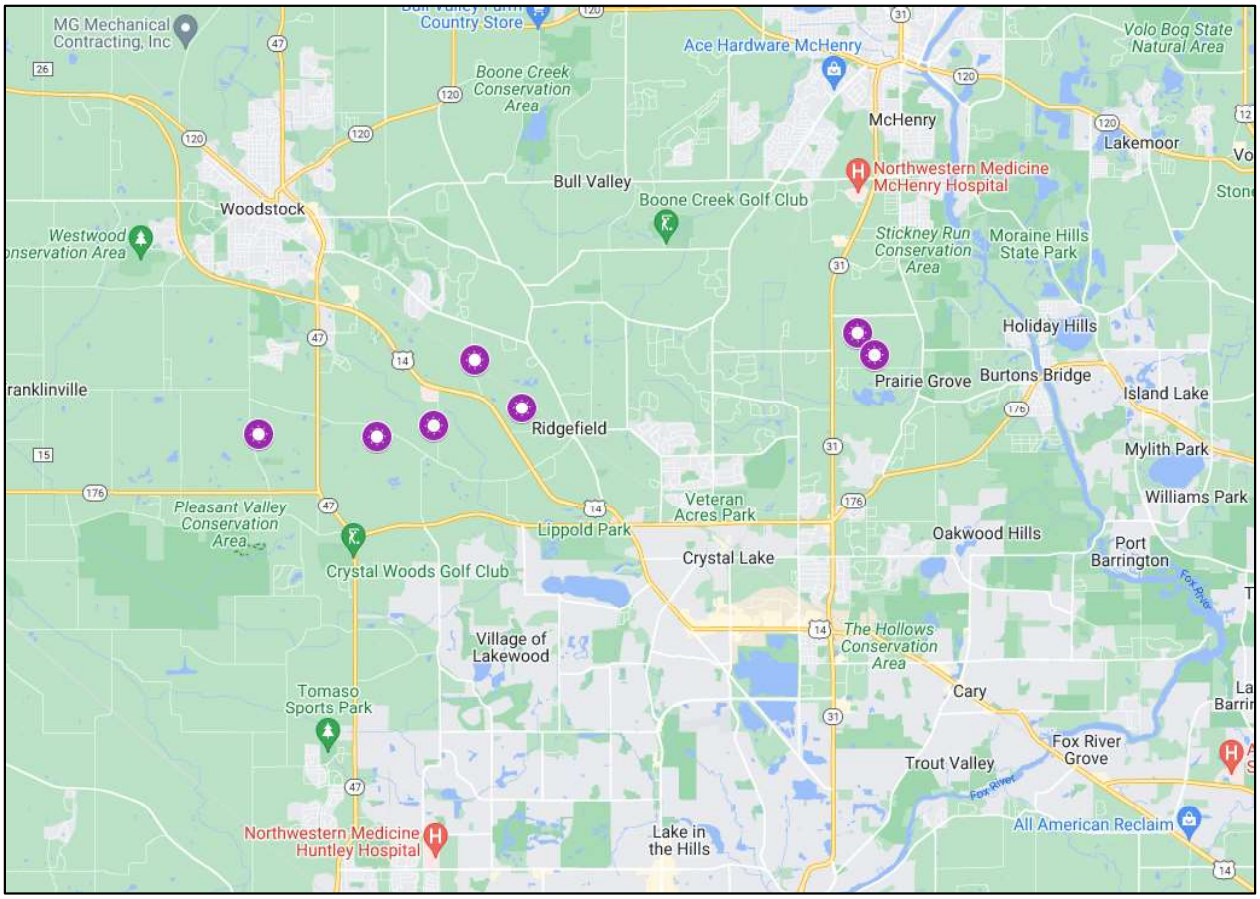
Nunda Township

Approximately 0.83 miles outside of City Limits





Location Map of County Zoning Requests for Solar Farms



McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

May 29, 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 2024-029 Gracy Solar 1, LLC, Nunda Twp, A1-A1C — 2
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: #2024-029

PINs: #14-15-400-003

Address: 4219 W. Gracy Road, McHenry, Illinois

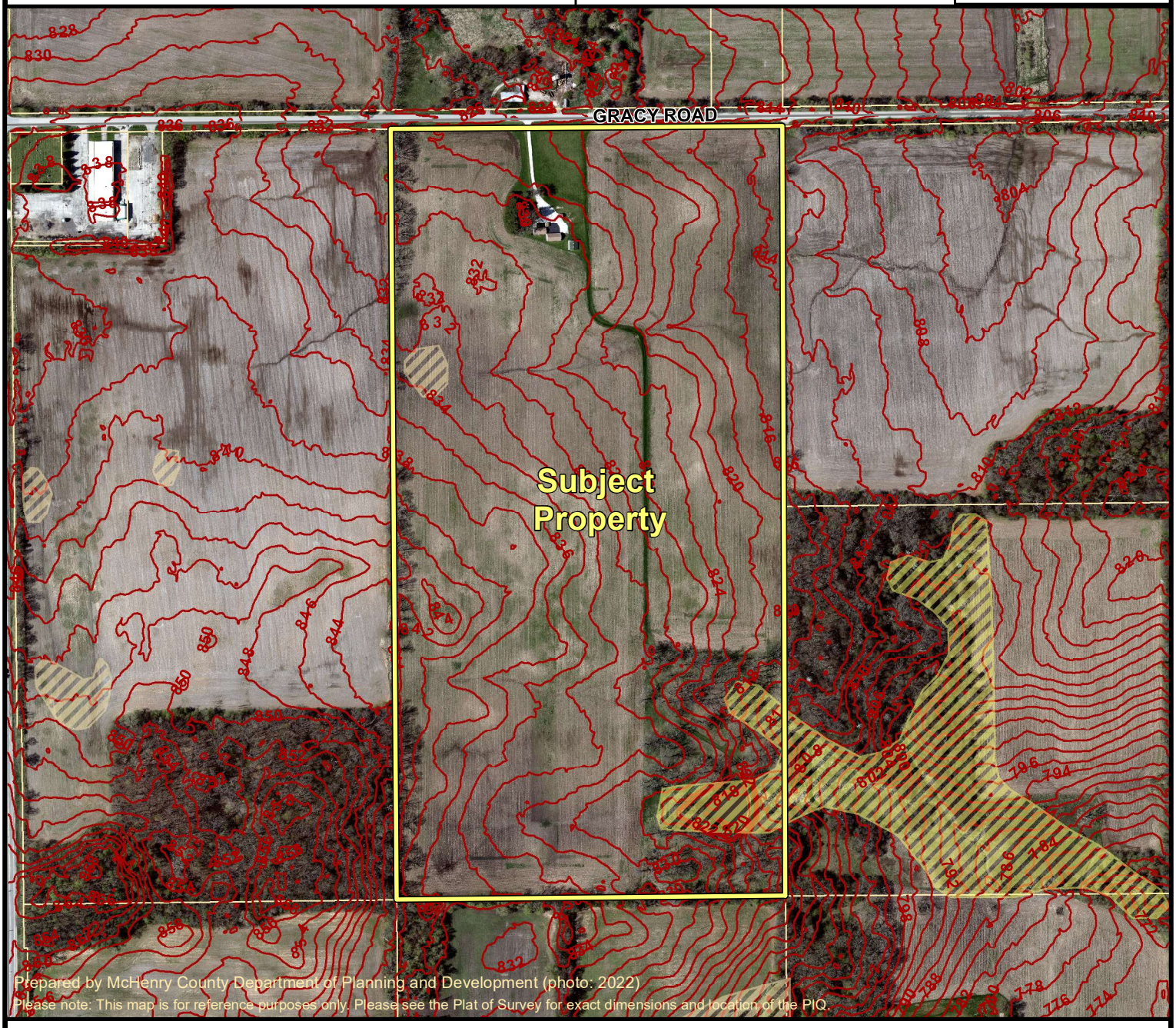
Location: The property consists of approximately 80 acres and is located on the south side of Gracy Rd, approximately one-quarter (.25) mile east of the intersection of Gracy Rd and S IL Rt 31 in Nunda Twp, IL

Hearing: May 29, 2024

Applicant: Gracy Solar 1, LLC

Request: Conditional Use Permit to allow for a Commercial Solar Energy Facility

Aerial Map



Elevation
(feet above sea level)
Contours

ADID Wetland Map 2005
- High Functional Value Wetland (hfvw)
- High Quality Wetland (hqw)
- Wetland (w)
- Farmed Wetland (fw)

Feet
250 125 0 250 500
1 inch equals 500 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 a Conditional Use Permit to allow for a Commercial Solar Energy Facility. The subject property consists of approximately eighty (80) acres and is zoned A-1 Agriculture District. According to the plat of survey, the subject property currently contains farm field, wooded areas, and residential structures.

According to the narrative, the applicant is proposing a 4.99-megawatt commercial solar energy facility, enclosed by a seven (7)-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.

Note: 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.

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*).

STAFF ANALYSIS

Current Land Use & Zoning

The property is adjacent to Agricultural uses to the north, south, east and west. The surrounding zoning consists of A-1 Agriculture District to the east and the Village of Prairie Grove to the north, south, east 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 Residential.

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 (#24-046-4602) indicates that the LE score is 81.6 out of a possible 100 regarding soils for crop production. This is due, in part, to approximately 73.2% 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 determined adverse impacts are unlikely. They offered recommendations for actions to be taken to avoid adversely impacting protected resources that may be in the vicinity of the project. 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*. 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 Kimley-Horn, dated April 19, 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 Illinois Department of Natural Resources 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 January 15, 2024 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:

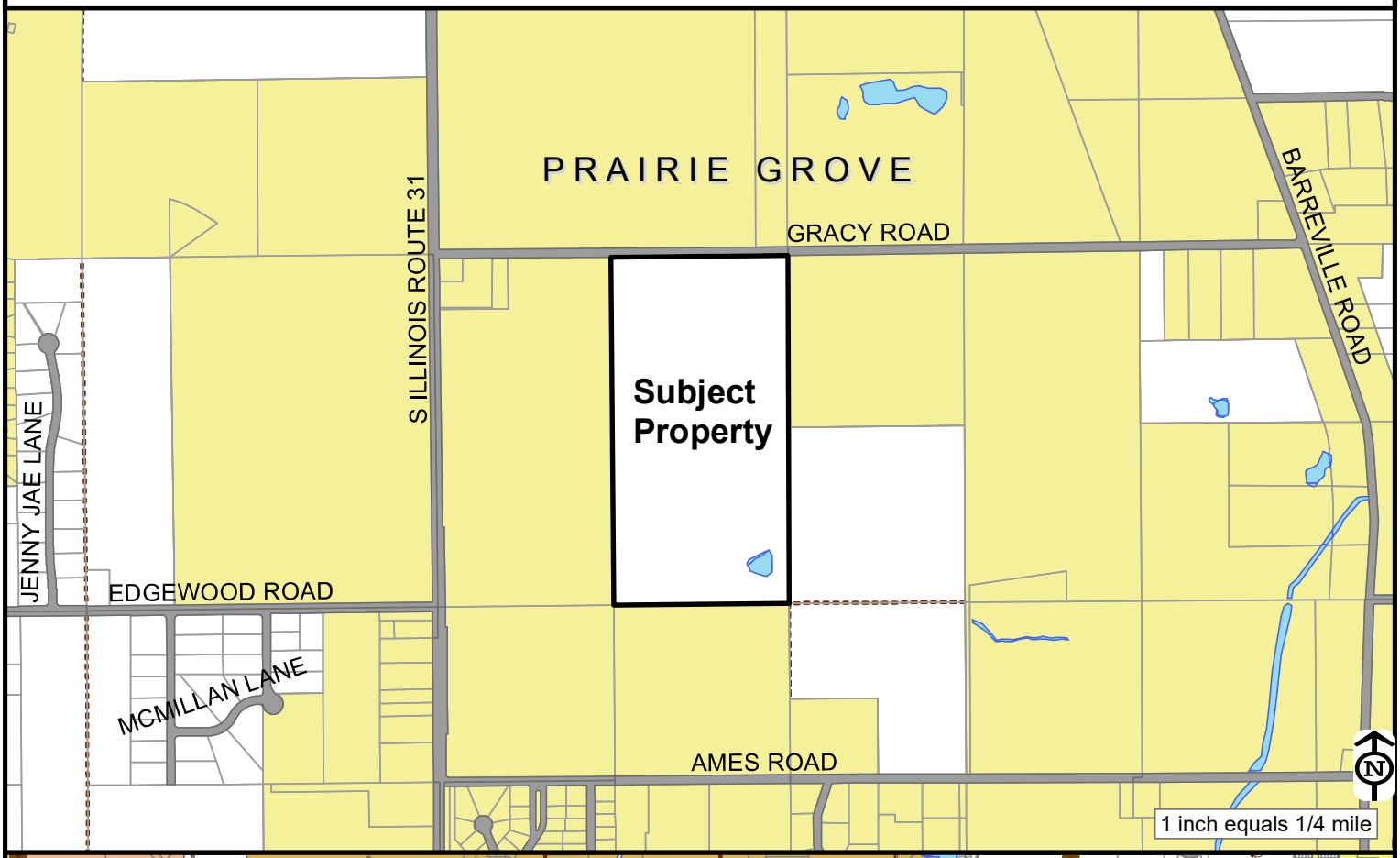
a. Prior to building permit issuance, the operator shall prepare a decommissioning plan which shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles,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

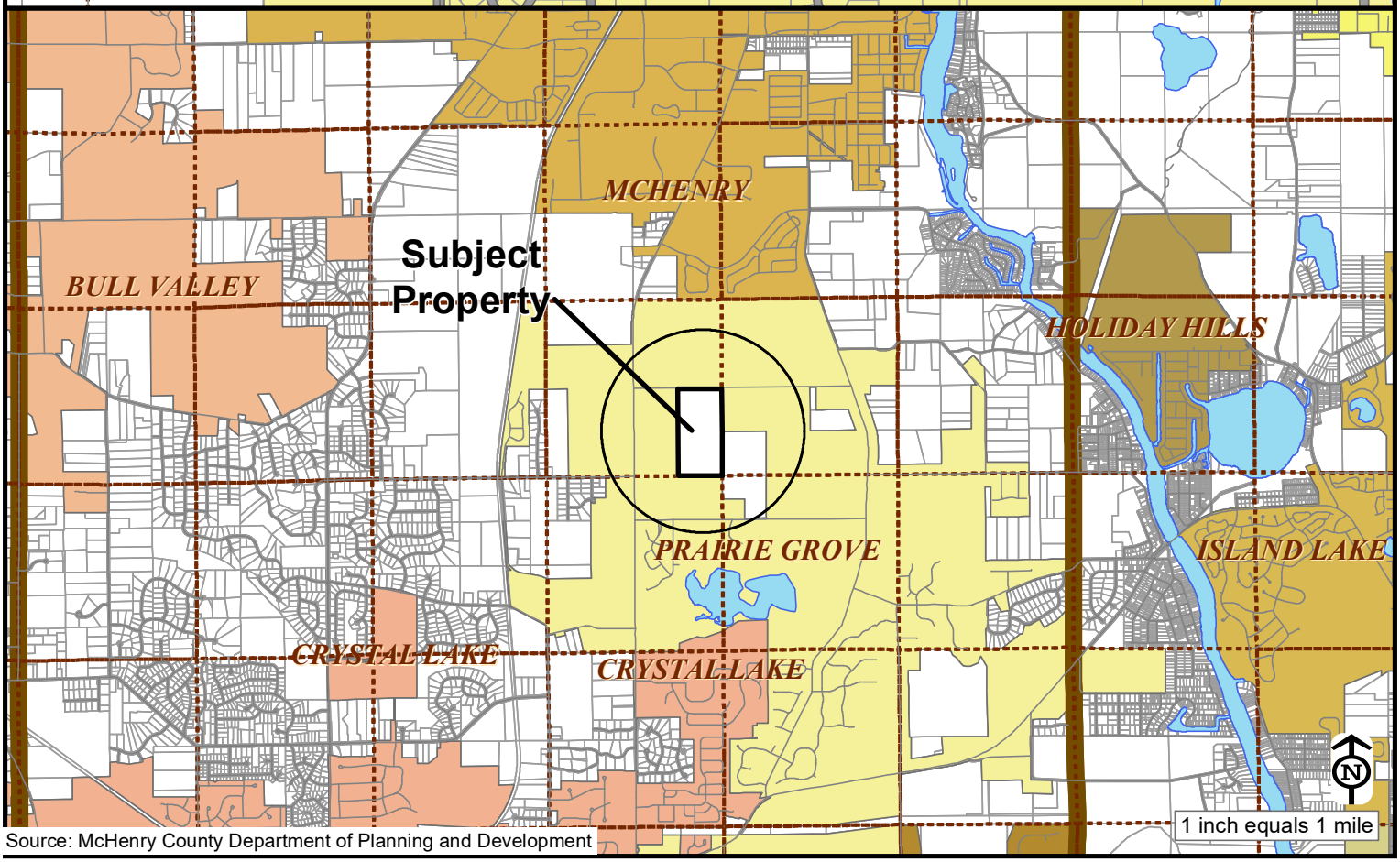
b. Prior to building permit issuance, the operator shall submit an engineer's estimate of cost for decommissioning the facility and restoring the site in accordance with the approved decommissioning plan. Upon review and approval by the Zoning

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.

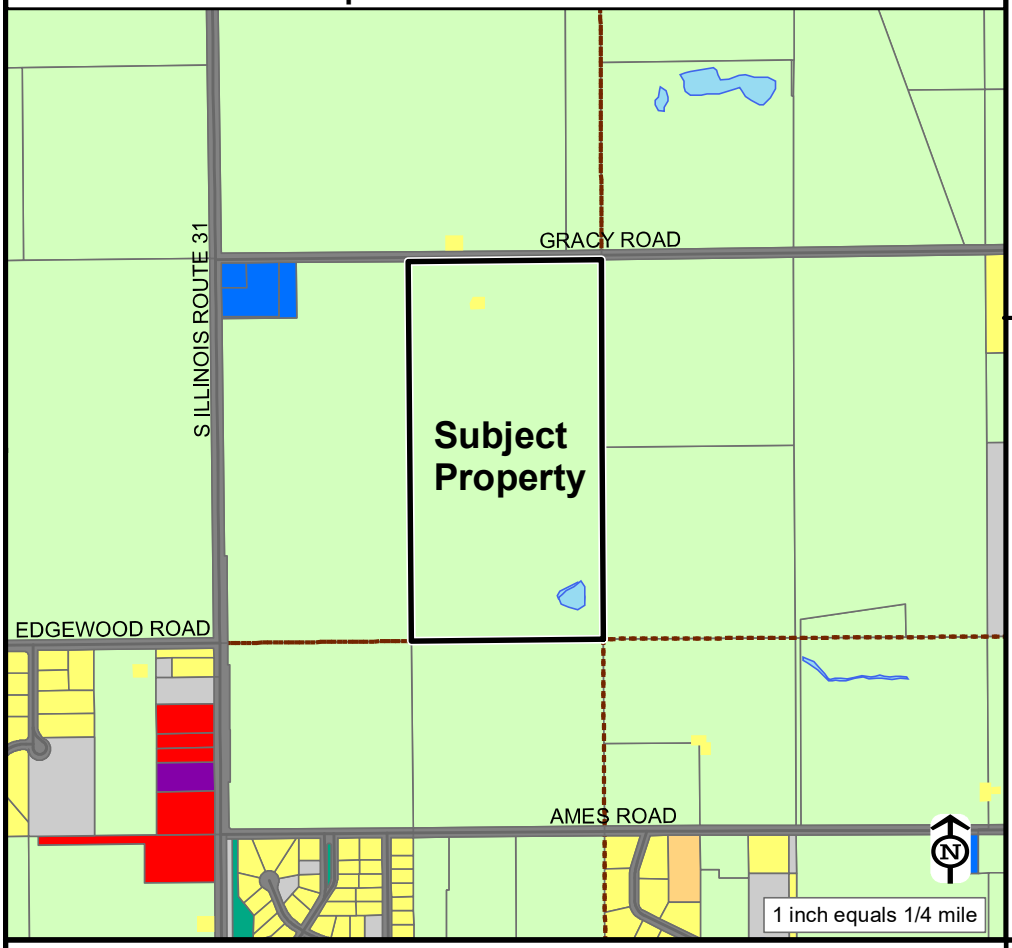
Location Map **4219 W. Gracy Road, McHenry, Illinois** **Nunda Township**





Source: McHenry County Department of Planning and Development

Current Land Use Map



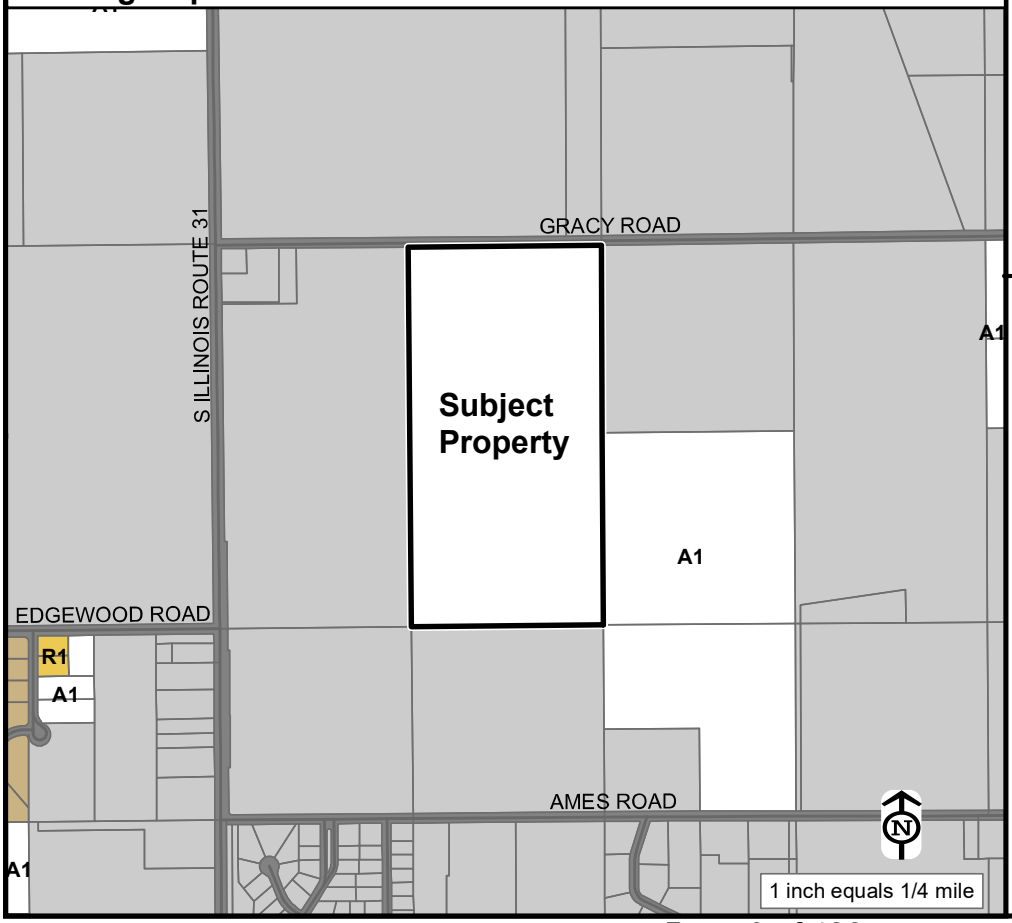
Current Land Use
Agriculture

Adjacent Land Use(s)

North:	*Agriculture*
South:	*Agriculture*
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



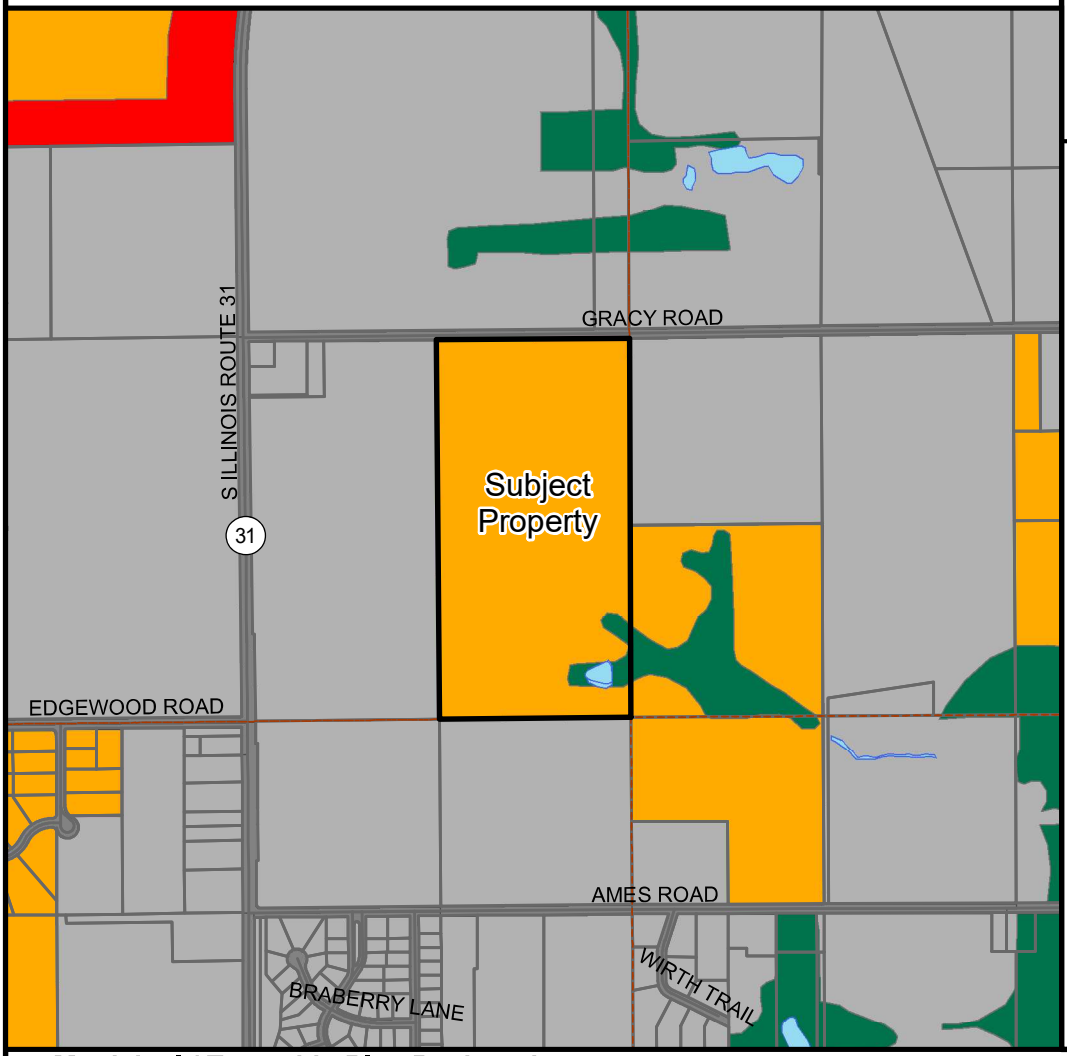
Current Zoning
A-1 Agriculture

Adjacent Zoning

North:	Village of Prairie Grove
South:	Village of Prairie Grove
East:	A-1 Agriculture and Village of Prairie Grove
West:	Village of Prairie Grove

- 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

Residential

- 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 = 1/4 mile

Municipal / Township Plan Designations

Nunda Township: Residential Conservation Development

Prairie Grove: Single-Family Detached Crystal Lake: No Designation McHenry: No Designation

McHenry County 2030 Comprehensive Plan — Text Analysis

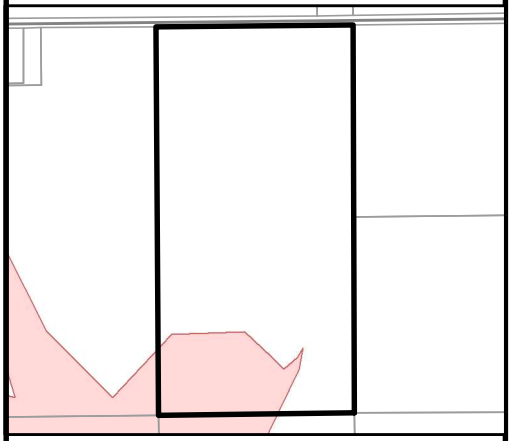
Land Use

Residential includes existing and proposed areas for single-family and multifamily residential uses at gross densities of less than one acre per dwelling unit. Within the Residential district, development densities should consider nearby land uses and zoning, and the availability of transportation, infrastructure, water supply, and other public services, environmental limitations, and other factors required by County ordinances, state statutes, and case law.

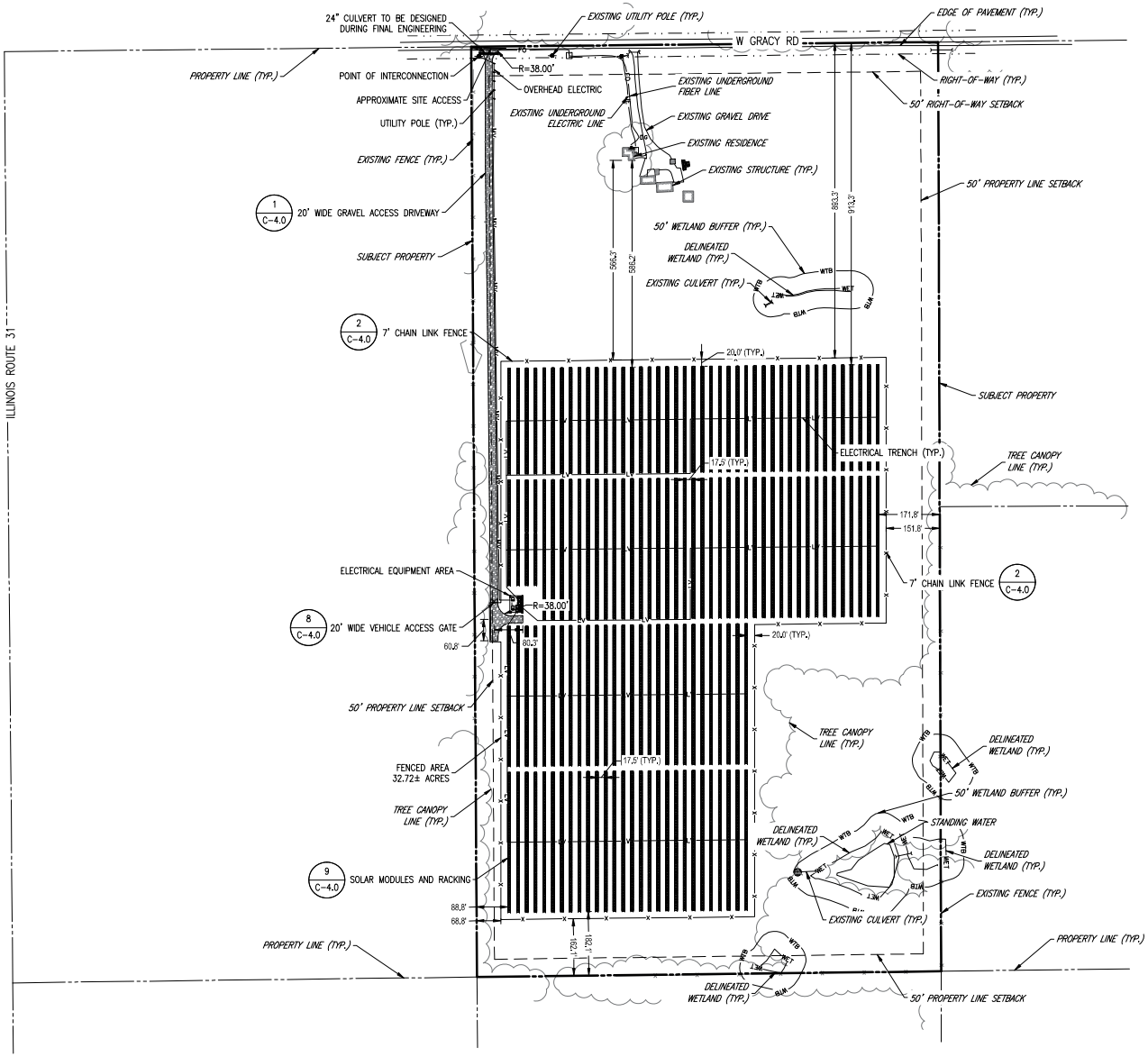
Sensitive Aquifer Recharge Areas

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

Sensitive Aquifer Recharge Areas (SARA)



Sensitive Recharge Area



NOTES

1. THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A CONSTRUCTION LEVEL DESIGN AND ASSOCIATED DRAWINGS AND DETAILS.
2. THE PURPOSE OF THESE PLANS ARE FOR CONDITIONAL USE PERMIT REVIEW AND APPROVAL BY MCHENRY COUNTY TO CONSTRUCT A SOLAR FARM.
3. EXISTING CONDITIONS SURVEY AND TOPOGRAPHIC SURFACE PROVIDED BY WILLIAMS & WORKS, DATED 04/23/2024.
4. EXISTING WETLAND DELINEATION PER CHRISTOPHER B. BURKE ENGINEERING, LTD., DATED 03/25/2024.
5. NO FEMA FLOOD ZONES PRESENT WITHIN PROJECT AREA. PROJECT AREA WITHIN ZONE X – AREA OF MINIMAL FLOOD HAZARD.
6. FINAL LOCATION OF 4' MAN GATES SHALL BE DETERMINES PRIOR TO ISSUANCE OF A BUILDING PERMIT. SEE DETAIL 3, SHEET C4.0.
7. NO TREE CLEARING IS ANTICIPATED.

LAYOUT AND MATERIALS PLAN

SCALE: 1" = 150'

THIS DOCUMENT IS PROVIDED BY NEW LEAF ENERGY, INC. TO FACILITATE THE SALE OF THE RENEWABLE ENERGY PROJECT REPRESENTED HEREIN. REPRODUCTION, RELEASE OR UTILIZATION OF THIS DOCUMENT WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

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FAX: (888) 870-8891
WWW.NEWLEAFENERGY.COM

Kimley»Horn

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER ANY DOCUMENT BEARING THE SEAL OF A PROFESSIONAL ENGINEER, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.

SITE USE PERMIT SET
4219 W GRACY RD
MCHENRY, IL 60050

PROJECT NUMBER: 120-1675

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
0	04/19/24	EMA		SUP

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-2.0
LAYOUT AND MATERIALS PLAN

Illinois Department of
Natural Resources
One Natural Resources Way Springfield, Illinois 62702-1271
http://dnr.state.il.us

JB Pritzker, Governor
Natalie Phelps Finnie, Director

January 15, 2024

Abby Brown
Christopher B Burke Engineering, Ltd.
9575 W Higgins Rd, Ste 600
Rosemont, IL 60018

RE: 4219 W Gracy Road Solar PV Array Project
Project Number(s): 2408918 [230040.00081]
County: McHenry

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

The Department recommends:

Establishing pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here:
https://dnr.illinois.gov/conservation/pollinatorscorecard.html

The site should be de-compacted before planting.

Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management.

Required fencing, excluding areas near or adjacent to public access areas, should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement. Woven wire or a suitable habitat wildlife friendly fence should be used. Barbed wire should be avoided.

Trees should be cleared between November 1st and March 31st. All night lighting should follow IDA guidance.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Bradley Hayes
Division of Ecosystems and Environment
217-785-5500

IN THE MATTER OF THE APPLICATION OF	)
GRACY SOLAR 1 LLC, *APPLICANT*	)
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT	) LEGAL NOTICE OF PUBLIC HEARING
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A	) # 2024-029
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 ***CONDITIONAL USE*** for the following described real estate:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

PIN 14-15-400-003

The subject property is located on the south side of Gracy Road approximately one quarter (.25) of a mile from the intersection of Gracy Road and South Illinois Route 31***, with a common address of 4219 W. Gracy Road, McHenry, Illinois, in Nunda Township.***

The subject property is presently zoned ***"A-1" Agriculture District*** and consists of approximately **80.02 acres** with ***the Village of Prairie Grove to the North, South and West and "A-1" Agriculture District and the Village of Prairie Grove to the East***.

The Applicant is requesting **a CONDITIONAL USE** ***of the subject property to allow for a commercial solar energy facility.***

The Applicant, New Leaf Energy, Inc., and its officers and directors can be reached at 55 Technology Drive, Suite 102, Lowell, MA 01851. New Leaf Energy, Inc.'s Officers are: Dan Berwick, Chief Executive Officer; Andrew Reed, EVP Project Development; Jacqueline Ashmore, EVP Engineering; Shana Margolis Goldberg, Secretary. New Leaf Energy, Inc.'s Directors are: Andrew Gilbert, Scott Steimer, Ali Witteveen, Kelly Self, and Dan Berwick. New Leaf Energy, Inc. is owned 100% by New Leaf Energy Parent, Inc. The property owner, MRG Farms, LLC, is wholly owned by Matt Porter. Mr. Porter can be reached at 3101 Berry Court, Crystal Lake, IL 60012.

A hearing on this Petition will be held on the 29th day of May 2024 at 1:30 P.M. in the County Board conference room at the McHenry County Government Center Administration Building 667 Ware Rd, Woodstock, Illinois at which time and place any person desiring to be heard may be present. The McHenry County Government Center Mailing address is 2200 N. Seminary Avenue, Woodstock, Illinois 60098.

DATED THIS 9TH DAY OF MAY 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.

Project Narrative

4219 W Gracy Rd
Solar Energy Facility

Applicant:

Gracy Solar 1, LLC
For Activities At:
4219 W Gracy Rd
McHenry, IL 60050

Prepared by:

New Leaf Energy
55 Technology Drive, Suite 102
Lowell, MA 01851

Dated: April 30, 2024
Revised: May 6, 2024

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1. Introduction

New Leaf Energy, Inc. (New Leaf) is requesting a Conditional Use Permit to allow for development of a 4.99 MW AC community solar farm on a single parcel of land in McHenry County, Illinois with the Assessor Parcel Number (APN) of 14-15-400-003. The Project encompasses an approximate 35-acre portion of an 80-acre parcel. The parcel is zoned Agricultural District, which per the McHenry County Unified Development Ordinance, construction and operation of Commercial Solar Energy Facilities are allowed by Conditional Use Permit. Once constructed, the solar farm will fit well within the surrounding low-density agricultural uses, and the property will not be occupied more than 3-4 times per year for maintenance. The remaining portion of the parcel will continue to be used for agricultural purposes. New Leaf is requesting a Conditional Use Permit to allow for the Commercial Solar Energy Facility Use.

To assist in your review of this Conditional Use Permit request, a Site Use Permit Set has been provided which illustrates the proposed solar farm use and site improvements. This report will outline how this project meets all standards, requirements, and factors for consideration that McHenry County has set forth.

2. County Unified Development Ordinance

2.1. Section 16.56.030.PP Principal Use Standards

Design standards for Commercial Solar Energy Facilities

2.1.1. Setbacks

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.

- Location of proposed array field meets or exceeds County setback requirements:

Table 1: Setback from edge of public road right-of-way

Road	Required Front Yard	Proposed Front Yard
W Gracy Road	50 ft.	880 ft.

Table 2: Setbacks from nonparticipating properties

Direction	Required Yard	Proposed Yard
Eastern	50 ft.	172 ft.
Southern	50 ft.	182 ft.
Western	50 ft.	89 ft.

2.1.2. Height

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.

- PV solar panel arrays are currently planned at approximately 8.5 ft in height with trackers/racking/string inverters. If other module configurations are considered in the future, the maximum height would be 15.5 ft. Racking system to be installed via posts or augured screws. On-site power lines will be placed underground to the maximum extent possible until the point of interconnection.

2.1.3. Lighting

Lighting must comply with § 16.60.020 (Exterior Lighting).

- One motion-sensor LED security down light will be provided at each of the transformer areas and will comply with requirements of the County Lighting Ordinance – see the Site Use Permit Set, Sheet C-4.0 Civil Details.

2.1.4. Glare

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

- The panels will be installed along a single-axis rotation system. The panel material is smooth glass with anti-reflective coating to minimize glare toward any inhabited buildings on adjacent properties or roadways.

2.1.5. Minimize Impacts

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.

- The solar facility is situated in the rear, southern-most portion of the parcel. The proposed layout does not impact wetlands, or other sensitive areas. During final engineering, the stormwater approach will comply with the McHenry County Stormwater Management Ordinance. On-site drain tiles that have been damaged will be repaired.

2.1.6. Native Seeding Mix

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.

- The project area will be planted with native grazing and pollinator seed mixes. Reference the Site Use Permit Set, Sheet C-6.0 for additional information on seeding of the project area.

2.1.7. Fencing

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.

- The solar array will be enclosed by a National Electric Code compliant perimeter security fence that is 7 ft. high and includes a KnoxBox and keys provided to the County. The proposed fencing will secure all four sides of array field. Reference the Site Use Permit Set, Sheet C-4.0 for additional information on the proposed perimeter fence.

2.1.8. Landscape Screening

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.

- The solar facility is located greater than 500 feet away from nonparticipating residences. Existing vegetation exists on the eastern, western, and southern portions of the project and will be protected in place during construction and operation of the facility. Reference the Site Use Permit Set for additional information on the location of the existing vegetation in relation to the solar farm components.

2.1.9. Monitoring and Maintenance Plan

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.

- Reference the Site Use Permit Set, Sheet C-6.0 for information on landscaping, seeding, monitoring, and maintenance of the project area.

2.1.10. Agricultural Impact Mitigation Agreement

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.

- An Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall be executed prior to the public hearing date.

2.1.11. Road Use Agreement

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.

- The proposed access road is off W Gracy Road. An executed road use agreement between the applicable road jurisdictions will be obtained prior to building permit issuance.

3. Zoning Application Packet

3.1. Project Parameters

The narrative description of the proposed site use of construction shall include, but not be limited to, the following information:

3.1.1. Parcel Size vs Project Area

- The proposed solar farm is to be located on an 80-acre parcel (ID: 14-15-400-003). The project area is proposed to encompass approximately 35 acres. Reference Section 1 of this document for more information.

3.1.2. System Size

- The system size of the solar facility is 4.99 MW AC.

3.1.3. Fencing Height

- The perimeter fencing surrounding the solar farm will be 7 ft. high. Reference Section 2.1.7 of this document for additional information.

3.1.4. Applicant Background

- *Gracy Solar 1, LLC* is a special purpose entity created specifically to hold all development assets (tangible and intangible) for the proposed development. It is a wholly-owned subsidiary of New Leaf Energy, Inc. (New Leaf). New Leaf is a developer of solar projects across the United States and has been active in solar development in Illinois since 2017. Prior to summer 2022 New Leaf was known as Borrego Solar.

3.1.5. Project Timeline

- Based on projects of similar size, the anticipated construction timeline for the solar development is four to six months.

3.1.6. Vehicular Traffic

- During the initial construction timeframe of approximately four to six months, there will be a mix of trucks ranging from semis for panel and racking delivery, flatbed

trucks for fencing, dump trucks for driveway gravel and various delivery type trucks, averaging 2-3 per day. Many of the major materials/suppliers travel from across the county and their arrival times are fluid. Temporary, on-site locations for truck staging will be proposed on site. Access to the site will be available each day during work hours 7:30am-5:00pm. The site will be able to accommodate as many as 5 tractor-trailer trucks on site for deliveries. Any truck that will not be off-loaded will not be allowed to idle for more than 5 minutes. No idling signs will be placed at appropriate locations. In addition to material and equipment deliveries, workers will be arriving to the site each weekday using personal vehicles. For similar projects of this scale, approximately 40 personal vehicles may be on site at one time. These vehicles will arrive each day in the morning and leave in the afternoon. The total number of vehicles on site will fluctuate depending on the phase of the project.

- Once construction is complete, there will be little to no traffic to/from the site other than occasional maintenance visits 3 to 4 times per year.

3.1.7. Number of Employees

- The solar farm is anticipated to employ the equivalent of 40 full time employees during the duration of the construction period.

3.1.8. Number of Homes Powered

- The energy produced by the commercial solar facility is anticipated to be the equivalent of 600-700 homes.

3.1.9. Proposed Lighting

- Reference Section 2.1.3 of this document for information on the on-site lighting.

3.1.10. Existing and Proposed Conditions

- The existing land use of the project area is agricultural. Existing vegetation is present on the western, southern, and eastern edges of the project area. No tree clearing or impacts to delineated wetlands are anticipated. Reference the Site Use Permit Set, Sheet C-1.0 for additional information on existing conditions.
- The proposed use of the project area is for a commercial solar energy facility, including associated electrical utilities and access roads. For additional information on the proposed site components, refer to the Site Use Permit Set.

3.2. Submittal Checklist

3.2.1. Application Form

See attached completed and signed application form, landowner authorization, and New Leaf Energy, Inc. organizational chart.

3.2.2. Consent, Verification, Acceptance of Court Reporting & Public Notice Fees

See attached signed form and landowner authorization.

3.2.3. Plat of Survey (Signed with Surveyor's Seal)

See attached plat of survey signed with the Surveyor's seal.

3.2.4. Complete Site Plan

See attached Site Use Permit Set for a complete site plan.

3.2.5. McHenry SWCD NRI Receipt

See attached NRI Application and receipt of delivery to the Soil and Water Conservation District.

3.2.6. Agricultural Impact Mitigation Agreement (AIMA)

The AIMA Application was submitted to the Illinois Department of Agriculture on April 24th, 2024. An executed AIMA will be obtained prior to the public hearing.

3.2.7. EcoCAT Consultation

See attached EcoCAT Consultation from the Illinois Department of Natural Resources.

3.2.8. Filing Fee

See attached check for the Conditional Use Permit Application for the total parcel area.

4. Supplemental Information

4.1. Wetland and Waters of the U.S. Assessment Report

See attached for wetland field delineation results.

4.2. Stormwater Report

See attached for stormwater report and analysis.

4.3. Property Value Impact Report

See attached for property value study results.

4.4. Decommissioning Plan

See attached for decommissioning plan and cost estimate.

4.5. Draft Illinois Pollinator Scorecard

See attached for a draft Illinois pollinator scorecard.



C. DEAN SMITH, PE

Principle Civil Engineer

dsmith@newleafenergy.com

978-221-3103

Attachment 1 - 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 – COMMERCIAL SOLAR ENERGY FACILITY

OWNER INFORMATION:	**ATTORNEY or AGENT CONTACT INFORMATION** (If Applicable)**:**
Name MRG Farm LLC	Name
Address 3101 Berry Court	Address
City, St, Zip Crystal Lake, IL 60012	City, St, Zip
Daytime Phone [redacted]	Phone
Email	Email

APPLICANT (If other than owner)**:**	**TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER** (please use separate page for additional information):
Name Gracy Solar 1, LLC	Name
Address 55 Technology Drive, Suite 102	Address
City, St, Zip Lowell, MA 01851	City, St, Zip
Daytime Phone (401) 644-6824	Phone
Email nbellone@newleafenergy.com	Email

PARCEL INFORMATION:

Address 4219 W Gracy Rd

City McHenry, IL Zip 60050

Parcel/Tax Number 14-15-400-003

Number of Acres 80

Project Details	System Size: 4.99 MWac	CUP Request: Commercial Solar Energy Facility
	Number of Panels: 13,546 Modules	Variation Request:
	Fence Height: 7 FT	Map Amendment Request:

Please provide additional information on the back of this page or as a separate Project Narrative.

NARRATIVE: Please use this space to explain your request in detail.
Gracy Solar 1, LLC (the "Applicant") proposed the development of a 4.99-megawatt (MW) AC solar
photovoltaic system on one parcel of land at 4219 W Gracy Road in McHenry County, IL (the "Project"). The
Project will consist of single axis tracking ground-mounted solar arrays, associated electrical equipment, an
access driveway, and fence covering approximately 35 acres of the 80 acre parcel (ID: 14-15-400-003). The
parcel is located in the A1-Agricultural District. Per the McHenry County Zoning Ordinance, Commercial Solar
Energy Facilities are a Conditional Use within the agricultural district. The Project will adhere to setbacks listed
in Illinois House Bill 4412. Sufficient landscaping buffers will be implemented where necessary, in accordance
with the McHenry County Zoning Ordinance. A complete narrative that includes responses to the Standards
for Conditional Use will be included as part of the CUP submittal package.

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.

SEE ATTACHED OWNER AUTHORIZATION
Owner's Signature

C. Dean Smith
Signature

Print Name

C. DEAN SMITH
Print Name

SUBSCRIBED and SWORN to before me
this 23 day of April, 2024.

Donna M. Barbosa
NOTARY PUBLIC

DONNA M. BARBOSA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 5, 2025

NARRATIVE: Please use this space to explain your request in detail.

New Leaf Energy, Inc., and its subsidiary Gracy Solar 1, LLC, are petitioning for a Conditional Use Permit for a community solar project located on my property in McHenry County. Such property is located off of Gracy Road, and can be identified by its PIN: 14-15-400-003. Same property is wholly-owned by my company, MRG Farm, LLC, of which I am the sole manager and owner.

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.

Matthew Porter
Owner's Signature

Signature

Matthew Porter (Owner/Manager, MRG Farm, LLC)
Print Name

Print Name

SUBSCRIBED and SWORN to before me this 3rd day of MAY, 2024.

NOTARY PUBLIC

FRANCIS THOMAS COUGHLIN III
Official Seal
Notary Public - State of Illinois
My Commission Expires May 7, 2024

EXHIBIT F

__01_/__03_/__2024_____

To Whom It May Concern

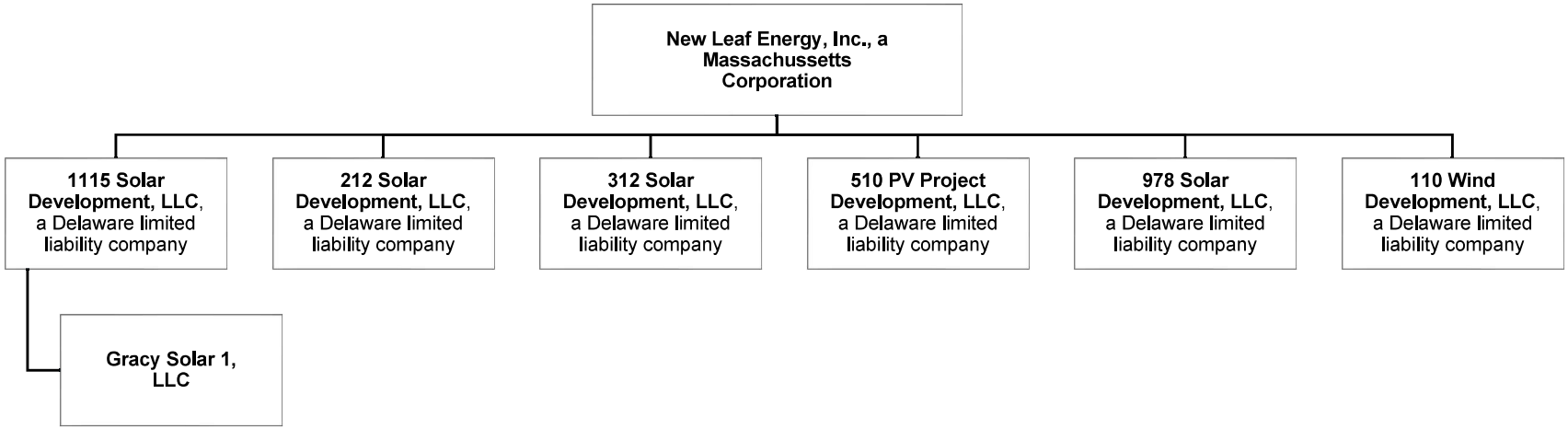
New Leaf Energy, Inc. and its employees and affiliates are hereby authorized to act as our agent for submission of applications and related plans and documents, and to appear before boards and other officials, with respect to obtaining approvals for solar installations and/or energy storage systems to be constructed on my property located at 4219 W GRACY Rd, McHenry IL 60050.

Sincerely,

MRG FARM, LLC

BY: Matthew Porter
box SIGN 4W83WWY5-427P7J3X
NAME: Matthew Porter
TITLE: Owner

New Leaf Energy, Inc – First-Tier Entity Organizational Chart



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: Gracy Solar 1, LLC; New Leaf Energy, Inc.

Name	Title (officers, directors, shareholders/stockholders)	Address (address, city, state, zip)	Percent of ownership interest
Dan Berwick	CEO	55 Technology Drive, Suite 102 Lowell, MA 10851	
Shana Goldberg	Secretary	55 Technology Drive, Suite 102 Lowell, MA 10851	
Andrew Reed	EVP, Project Development	55 Technology Drive, Suite 102 Lowell, MA 10851	
Jacqueline Ashmore	EVP, Engineering	55 Technology Drive, Suite 102 Lowell, MA 10851	
Andrew Gilbert	Director	55 Technology Drive, Suite 102 Lowell, MA 10851	
Scott Steimer	Director	55 Technology Drive, Suite 102 Lowell, MA 10851	
Ali Witteveen	Director	55 Technology Drive, Suite 102 Lowell, MA 10851	
Kelly Self	Director	55 Technology Drive, Suite 102 Lowell, MA 10851	
Dan Berwick	Director	55 Technology Drive, Suite 102 Lowell, MA 10851	
New Leaf Energy Parent, Inc.	Shareholder	55 Technology Drive, Suite 102 Lowell, MA 10851	100%

Please attach additional information, if needed.

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

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: MRG Farm, LLC

Name	Title (officers, directors, shareholders/stockholders)	Address (address, city, state, zip)	Percent of ownership interest
Matthew Porter	Owner and Manager	3101 Berry Ct Crystal Lake, IL 60012	100%

Please attach additional information, if needed.

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

Attachment 2 - Consent, Verification, Acceptance of Court Reporting & Public Notice Fees

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.

SEE ATTACED OWNER AUTHORIZATION
Owner's Signature

Print Name

C. Dean Smith
Signature

C. DEAN SMITH
Print Name

SUBSCRIBED and SWORN to before me
this 23 day of April, 2024.

Donna M Barbosa
NOTARY PUBLIC

DONNA M. BARBOSA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 5, 2025

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.

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Matthew Porter
Owner's Signature

Matthew Porter (Owner/Manager, MRG Farm, LLC)
Print Name

Signature

Print Name

SUBSCRIBED and SWORN to before me
this 3RD day of MAY, 2024.

NOTARY PUBLIC

FRANCIS THOMAS COUGHLIN III
Official Seal
Notary Public - State of Illinois
My Commission Expires May 7, 2024

EXHIBIT F

__01_/__03_/__2024_____

To Whom It May Concern

New Leaf Energy, Inc. and its employees and affiliates are hereby authorized to act as our agent for submission of applications and related plans and documents, and to appear before boards and other officials, with respect to obtaining approvals for solar installations and/or energy storage systems to be constructed on my property located at 4219 W GRACY Rd, McHenry IL 60050.

Sincerely,

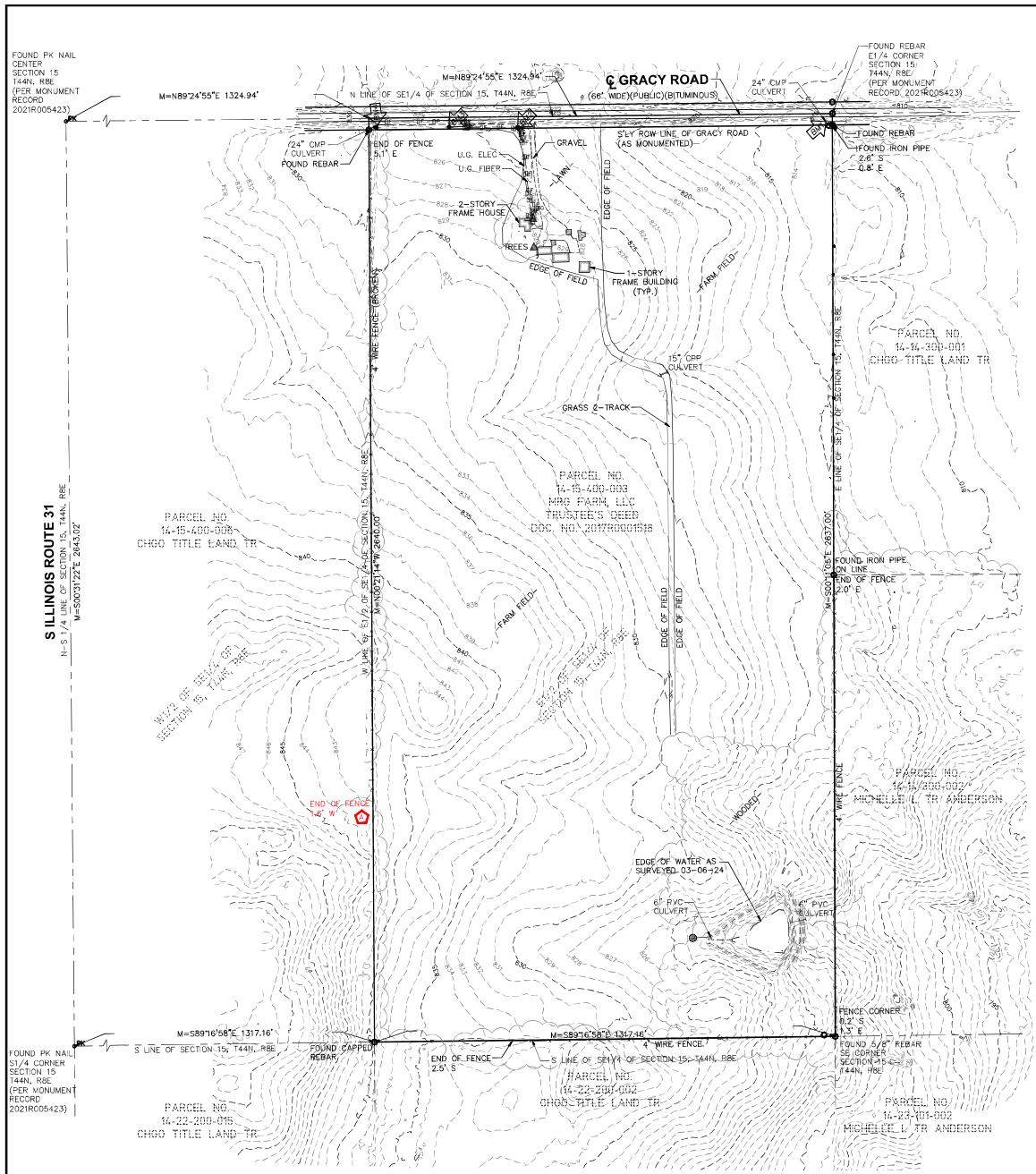
MRG FARM, LLC

BY: Matthew Porter
box SIGN 4W83WWY5-427P7J3X

NAME: Matthew Porter

TITLE: Owner

Attachment 3 - Plat of Survey



ELEVATION DATUM

All Elevations are based on NAVD 88 Datum.
Contours are illustrated at 1.0' intervals.

BM(#1) Elev.: 812.75'
PK nail top centerline of 24" CMP, west end, on easterly field line running south, south side of Gracy Road

BM(#2) Elev.: 825.56'
Railroad spike in north side of power pole with transformer, west side of driveway to house #4219, south side of Gracy Road

BM(#3) Elev.: 826.95'
Railroad spike in south side of power pole, second pole west of driveway to house #4219, south side of Gracy Road

BM(#4) Elev.: 828.07'
PK nail top centerline of 24" CMP, on westerly field/tree line running south, south side of Gracy Road

LAND AREA

3,485,509 sq. ft. (80.02 acres), more or less

LEGAL DESCRIPTION

Per Title Commitment

Parcel ID No.: 14-15-400-003

The East Half of the Southeast Quarter of Section 15, Township 44 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

NOTES CORRESPONDING TO SCHEDULE B

The Title Commitment, issued by Stewart Title Guaranty Company as Commitment No. 23000372773, dated October 29, 2023 contains the following exceptions which are survey matters and affect / do not affect the subject property or its appurtenant easements as noted:

NO EASEMENTS LISTED

SIGNIFICANT OBSERVATIONS

⑦ — Fence appears to cross deed line as shown.

SURVEYOR'S NOTES

The address of 4219 W Gracy Road was provided by the client at the time of survey. (ITEM 2)

Williams & Works requested an underground utility locate of the Julie 1 Call System as Ticket No. X240580145, dated February 27, 2024. No plans or reports have been provided to the Surveyor by the client in regards to the location of underground utilities existing on or serving the surveyed property. (ITEM 11a)

The nearest intersecting street in relation to the subject property is S Illinois Route 31, which is ±1,287 feet west of the northwest corner of the subject property. (ITEM 14)

There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork. (ITEM 16)

No information was made available regarding proposed changes in street right of way lines. There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork. (ITEM 17)

The subject property has direct physical access to W Gracy Road, a public right-of-way.

Topographic survey for this map was performed on March 06, 2024.

The surveyed property is the same as that described in the Title Commitment issued by Stewart Title Guaranty Company as Commitment No. 23000372773, dated October 29, 2023.

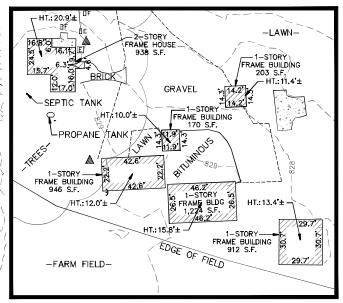
At the time of this survey there was no visible evidence of cemeteries on the subject property.

At the time of this survey there was no visible evidence of substantial areas of refuse.

The description forms a mathematically closed figure with no gaps or gores.

BUILDING DETAIL

1"= 40'



BASIS OF BEARINGS

Bearings are based on Illinois State Plane Coordinates, East Zone NAD83(2011)
Distances are shown scaled to Ground.

CSF = 0.99994144
1/CSF = 1.0000585634294745

FLOOD NOTE

We have consulted the Federal Emergency Management Agency National Flood Insurance Rate Map as prepared for the McHenry County, Illinois, Community Panel Numbers 17111C0217J and 17111C0220J, both dated November 16, 2006, and find that the subject property is in Zone X (areas of minimal flood hazard).

ZONING

Zoning information not provided at time of survey.

SURVEYOR'S CERTIFICATE

To: Gracy Solar 1, LLC and Stewart Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 8, 11a, 13, 14, 16, and 17 of Table A thereof and The fieldwork was completed on March 06, 2024.

Date: **April 23, 2024**

Samuel A. Miles

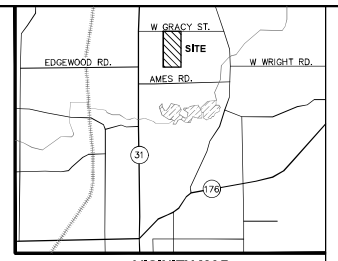
Samuel A. Miles
Illinois Professional Land Surveyor No. 035.003984
Expires November 30, 2024

PROFESSIONAL LAND SURVEYOR
SAMUEL ABRAHAM MILES
035-003984
GRAND RAPIDS, MICHIGAN
STATE OF ILLINOIS

ILLINOIS REGISTERED DESIGN FIRM
LICENSE NUMBER 184.007034-0008
LICENSE EXPIRES: APRIL 30, 2025

NOTE:
THE ORIGINAL SCALE (1"=150') OF THIS DRAWING WAS PREPARED AS A 24"X36" SHEET. ANY OTHER SIZE SHEET IS AT A REDUCED SCALE.

SCALE IN FEET
0 150 300



VICINITY MAP
NOT TO SCALE

LEGEND

- TRAVERSE POINT
- WELL
- HIGHWAY
- MONUMENT
- MONUMENT BOX
- RIGHT OF WAY MARKER
- SET WOODSTAKE
- XOUT
- PK NAIL
- FOUND IRON STAKE
- SET IRON STAKE
- SIGN
- RR SIGN
- GUY POLE
- GUY ANCHOR
- UTILITY POLE
- LIGHT POLE
- ORNAMENTAL LIGHT POLE
- POST
- U.G. UTILITY MARKER
- SOIL BORING
- MAILBOX
- SATELLITE DISH
- HAND HOLE
- AC UNIT
- U.G. UTILITY MARKER
- FIRE HYDRANT
- POST INDICATOR VALVE
- WATER VALVE
- GAS VALVE
- UST FILL PORT
- GAS PUMP
- GAS METER
- WATER METER
- TELEPHONE RISER
- ELECTRIC METER
- CABLE TV RISER
- CATCH BASIN
- ROUND CATCH BASIN
- UTILITY MANHOLE
- STORM MANHOLE
- SANITARY MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- WATER MANHOLE
- HANDICAP PARKING SPACE
- SHRUB
- TREE
- PINE TREE
- TELEPHONE UTILITY LINE
- ELECTRIC UTILITY LINE
- WATER UTILITY LINE
- GAS UTILITY LINE
- STEAM UTILITY LINE
- STORM UTILITY LINE
- SANITARY UTILITY LINE
- FIBER OPTIC UTILITY LINE
- OVERHEAD UTILITY LINE
- FENCE LINE

All utilities as shown are approximate locations derived from actual measurements and available records. They should not be interpreted to be in exact location nor should it be assumed that they are the only utilities in the area.

DESIGN AND ALTA/NSPS FOR EASEMENTS AND LEASES ON PARCEL ID 14-15-400-003

RE: 4219 W GRACY ROAD
McHENRY, ILLINOIS 60050

williams&works
engineers | surveyors | planners
616.224.1500 phone | mcsurveyor.com
549 Ottawa Ave NW | Grand Rapids, MI 49503

NO.	REVISIONS	BY	DATE

MAP OF SURVEY OF
4219 W GRACY ROAD, PARCEL NO. 14-15-400-003
McHenry COUNTY, ILLINOIS
AS PREPARED FOR
GRACY SOLAR 1, LLC

SURVEYED BY	B.M. / K.B.	DATE 03/06/24
DRAWN BY	L.C.V.	DATE 03/15/24
CHECKED BY	S.A.M.	DATE 03/18/24
PROJECT		224027
FILE		224027.dwg

ALTA

SHEET NO. 1 OF 1

Attachment 4 - Site Use Permit Set

SITE USE PERMIT SET

4219 W GRACY RD - MCHENRY, IL

4219 W Gracy Rd, MCHENRY, IL 60050

STC RATED SOLAR ELECTRIC SYSTEM

GENERAL NOTES

1. AS CONTAINED HEREIN, "CONTRACTOR" IS ASSUMED TO BE THE EPC PROVIDER HIRED BY THE SYSTEM/PROJECT OWNER.
2. WHEN THERE IS A CONFLICT BETWEEN THESE GENERAL NOTES AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
3. ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE FOLLOWING: LOCAL BUILDING CODE, LOCAL ELECTRICAL CODE, ANY OTHER REGULATING AGENCIES WHICH HAVE AUTHORITY OVER ANY PORTION OF THE WORK AND THOSE CODES AND STANDARDS LISTED IN THESE DRAWINGS.
4. THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A CONSTRUCTION LEVEL DESIGN AND ASSOCIATED DRAWINGS AND DETAILS.
5. COORDINATE THESE DRAWINGS WITH SPECIFICATIONS AND MANUFACTURER INSTALLATION AND OPERATION MANUALS.
6. UNLESS OTHERWISE NOTED, THE DESIGN REPRESENTED ON THESE PLANS IS BASED ON THE INFORMATION AND CRITERIA LISTED IN THE "BASIS OF DESIGN" SECTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY SUCH INFORMATION IN PREPARATION OF THE CONSTRUCTION DESIGN.
7. THE EXISTING CONDITIONS REPRESENTED ON THESE PLANS ARE BASED ON PUBLICLY AVAILABLE INFORMATION AND THE SITE DISCOVERY SUMMARIZED IN THESE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACCURACY OF SUCH INFORMATION AND SUPPLEMENT WITH ANY ADDITIONAL REQUIRED INFORMATION.
8. UNLESS INDICATED AS EXISTING (E), ALL PROPOSED MATERIALS AND EQUIPMENT SHALL BE CONSIDERED TO BE NEW.
9. ALL EQUIPMENT AND COMPONENTS SHALL BE MOUNTED IN COMPLIANCE WITH THE MANUFACTURER'S REQUIREMENTS, CONSTRUCTION DETAILS, AND/OR PRUDENT INDUSTRY STANDARDS.
10. TO THE EXTENT THAT TREES AND OTHER FEATURES AFFECT THE SYSTEM'S PRODUCTION, SUCH PRODUCTION MODELING IS BASED ON THE EXISTING APPROXIMATE HEIGHTS AND LOCATIONS RELATIVE TO THE SYSTEM AND MAY BE IMPACTED AS TREES GROW AND OTHER FEATURES CHANGE.

PROJECT SCOPE

THIS PROJECT CONSISTS OF THE INSTALLATION OF SOLAR MODULES PER THE SYSTEM DESCRIPTION, BELOW. THE MODULES WILL BE INSTALLED ON A SINGLE AXIS TRACKER GROUND MOUNTED RACKING SYSTEM. THE MODULES WILL BE WIRED IN SERIES STRINGS AND CONNECTED IN PARALLEL TO THE INVERTER(S), WHICH CONVERT THE PHOTOVOLTAIC OUTPUT POWER FROM DC TO AC. THE SOLAR ELECTRIC SYSTEM WILL BE INTERCONNECTED WITH THE EXISTING SITE ELECTRICAL SYSTEM IN ACCORDANCE WITH THE APPLICABLE ELECTRICAL CODE AND COM ED REQUIREMENTS.

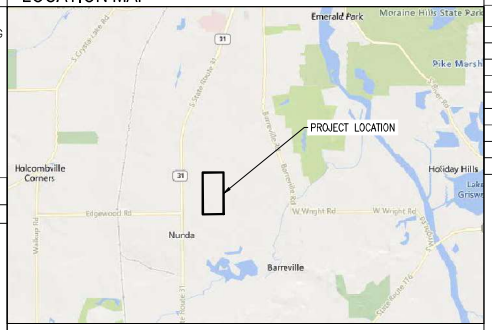
SYSTEM DESCRIPTION

SYSTEM SIZE (DC STC)	7,721.22 kWDC	SYSTEM SIZE (AC)	4,990 KWAC
MODULES	(13546) VSUN570N-144BMH-DG	INVERTER(S)	(20) SOLECTRIA XGI 1500-250 (LIMITED TO 249.5KW)
STC RATING (W)	570 WDC	CEC EFFICIENCY	98.5 %
MODULES PER STRING	26	AZIMUTH	180
# OF STRINGS	521	TILT ANGLE	±52°
RACKING	ATI DURATRACK HZ V3	ESTIMATED FOUNDATIONS	2375

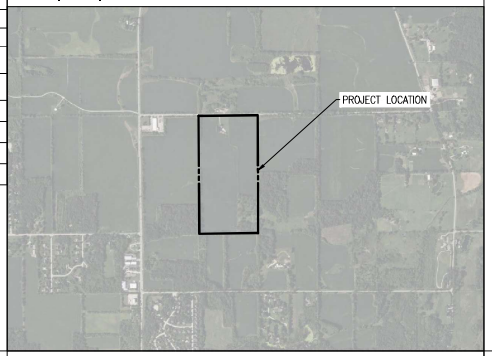
SPECIAL INSPECTIONS

GENERAL CONSTRUCTION SPECIAL INSPECTIONS	CODE/SECTION
1. FIRE RESISTANT PENETRATIONS AND JOINTS	BC 1704.27
2. ENERGY CODE COMPLIANCE INSPECTIONS	BC 110.3.5
FINAL	

LOCATION MAP



AERIAL VIEW



DRAWING LIST

Sheet Number	Sheet Title
T-1.0	TITLE PAGE
CIVIL	
C-0.0	CIVIL NOTES
C-1.0	EXISTING CONDITIONS PLAN
C-2.0	LAYOUT AND MATERIALS PLAN
C-3.0	GRADING AND EROSION CONTROL PLAN
C-4.0	CIVIL DETAILS
C-5.0	DECOMMISSIONING PLAN
C-6.0	LANDSCAPE PLAN

APPLICABLE CODES AND STANDARDS

2017 NATIONAL ELECTRICAL CODE
2018 INTERNATIONAL BUILDING CODE WITH NJ AMENDMENTS
UL-1703 – SOLAR MODULES
UL-1741 – INVERTERS, COMBINER BOXES
UL-2703 – RACKING MOUNTING SYSTEMS AND CLAMPING DEVICES FOR PV MODULES

PROJECT DIRECTORY

SYSTEM / PROJECT OWNER
GRACY SOLAR 1, LLC

LAND OWNER / HOST
MGR FARM, LLC
C/O MATT PORTER
3101 BERRY COURT
CRYSTAL LAKE, IL 6012

AUTHORITY HAVING JURISDICTION
MCHENRY COUNTY, IL

UTILITY
COM ED

CIVIL ENGINEER
FIRM: NEW LEAF ENERGY, INC
CONTACT: NICHOLAS BELLONE
PHONE: (401) 644-6824

DESIGN ENGINEER
FIRM: NEW LEAF ENERGY, INC.
CONTACT: EDEN ADLER
PHONE: (315) 751-5636

GENERAL ABBREVIATIONS

(E)	EXISTING	MFR	MANUFACTURER
AHJ	AUTHORITY HAVING JURISDICTION	MOD	SOLAR MODULE
AL	ALUMINUM	NS	NORTH-SOUTH
APPROX	APPROXIMATE	NTS	NOT TO SCALE
ARY	ARRAY	OAE	OR APPROVED EQUAL
BLDG	BUILDING	OC	ON CENTER
NLE	NEW LEAF ENERGY	OD	OUTSIDE DIAMETER
CL	CENTERLINE	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
DAS	DATA ACQUISITION SYSTEM		
DIA	DIAMETER	PCS	POWER CONVERSION SYSTEM
DO	DITTO	PV	PHOTOVOLTAIC
EW	EAST-WEST	PVC	POLY VINYL CHLORIDE
ESS	ENERGY STORAGE SYSTEM	SCH	SCHEDULE
ESU	ENERGY STORAGE UNIT	SS	STAINLESS STEEL
FBO	FURNISHED BY OTHERS	SSS	SOLAR SUPPORT STRUCTURE
FF	FORWARD FACING	STC	STANDARD TEST CONDITIONS
GALV	GALVANIZED	TBD	TO BE DETERMINED
HDG	HOT DIP GALVANIZED	TP	TAMPER PROOF
HVAC	HEATING VENTILATION AND AIR CONDITIONING	TYP	TYPICAL
		UON	UNLESS OTHERWISE NOTED
ID	INSIDE DIAMETER	VIF	VERIFY IN FIELD
		WP	WEATHER PROOF

REV 1.0

BASIS OF DESIGN

BOUNDARY & TOPOGRAPHIC SURVEY:
WILLIAMS & WORKS
APRIL 2024

WETLAND STREAM AND DELINEATION REPORT:
CHRISTOPHER B. BURKE ENGINEERING, LTD.
MARCH 2024

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WWW.NEWLEAFENERGY.COM

Kimley»Horn

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SITE USE PERMIT SET
4219 W GRACY RD
MCHENRY, IL 60050

PROJECT NUMBER:
120-1675

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
0	04/19/24	EMA		SUP

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

T-1.0
TITLE PAGE

GENERAL CIVIL NOTES

APPROVALS

1. ORDER OF CONDITIONS (OOC) DATED MONTH DAY, YEAR.
2. SPECIAL PERMIT #_____ DATED MONTH DAY, YEAR.
3. SITE PLAN APPROVAL #_____ DATED MONTH DAY, YEAR.

GENERAL NOTES

1. AS CONTAINED HEREIN, "CONTRACTOR" IS ASSUMED TO BE THE EPC PROVIDER HIRED BY THE SYSTEM OWNER. "SUBCONTRACTOR" IS THE EPC PROVIDER'S INSTALLATION SUBCONTRACTORS (INCLUDING SITE WORK SUBCONTRACTOR) AND CIVIL ENGINEER OF RECORD (CEOR) IS THE EPC PROVIDER'S DESIGNATED CIVIL ENGINEER.
2. EXISTING CONDITIONS SURVEY INFORMATION WAS PREPARED BY WILLIAMS & WORKS PERFORMED ON 03/06/2024. HORIZONTAL DATUM IS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATES, EAST ZONE NAD83 (2011). VERTICAL DATUM IS REFERENCED TO NAVD 88.
3. THERE IS NO GUARANTEE THAT ALL THE EXISTING UTILITIES, WHETHER FUNCTIONAL OR ABANDONED WITHIN THE PROJECT LIMITS ARE ON THIS DRAWING. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK AND SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM THIS WORK. A DIG SAFE TICKET NUMBER INDICATING ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED SHALL BE OBTAINED PRIOR TO COMMENCING WORK. CONTACT "JULIE" AT 1-800-892-0123 AND PROVIDE 72 HOURS NOTICE TO RECEIVE A TICKET NUMBER.
4. THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PRIVATE UTILITY SERVICES SHALL BE INSTALLED ACCORDING TO THE REQUIREMENTS PROVIDED BY, AND APPROVED BY, THE RESPECTIVE ELECTRIC UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE UTILITY CONNECTIONS WITH THE RESPECTIVE COMPANIES PRIOR TO ANY UTILITY CONSTRUCTION.
5. TOWN APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES.
6. PRIOR TO CONSTRUCTING THE SITE ENTRANCES ONTO W GRACY ROAD, THE CONTRACTOR SHALL OBTAIN A HIGHWAY/DRIVEWAY PERMIT FROM THE APPLICABLE AHJ.
7. SUBCONTRACTOR(S) SHALL THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL CONSTRUCTION DOCUMENTS, SPECIFICATIONS, AND SITE CONDITIONS PRIOR TO BIDDING AND PRIOR TO CONSTRUCTION.
8. ANY DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS, AND SITE CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE CONTRACTOR/CEOR FOR CLARIFICATION AND RESOLUTION PRIOR TO BIDDING OR CONSTRUCTION.
9. AREAS USED AS FOR PARKING DURING CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS INCLUDING, BUT NOT LIMITED TO, REGRADING, LOAMING AND SEEDING. IN NO CASE SHALL PARKING AREAS, LAYDOWN AREAS, CONSTRUCTION TRAILERS, AND PORTABLE TOILETS BE LOCATED WITHIN A WETLAND RESOURCE AREA AND/OR ANY BUFFER ZONES.

SITE PREPARATION NOTES

1. AREAS DESIGNATED FOR TREE CUTTING SHALL BE CUT ONLY. NO GRUBBING OR STRIPPING OF TOPSOIL IS NECESSARY UNLESS SPECIFICALLY SHOWN OTHERWISE AND APPROVAL HAS BEEN GIVEN BY THE CONTRACTOR.
2. TREE CLEARING AND STUMP REMOVAL SHALL BE IN ACCORDANCE WITH APPROVED LOCAL, STATE, AND FEDERAL PERMITS. TREES TO BE REMOVED SHALL BE MARKED BY THE CONTRACTOR'S PROJECT MANAGER OR SITE SUPERINTENDENT PRIOR TO COMMENCEMENT OF WORK ON-SITE.
3. SEASONAL TREE CLEARING RESTRICTIONS MAY BE REQUIRED FOR ENDANGERED SPECIES PROTECTION. THE CONTRACTOR SHALL REFER TO THE TREE CLEARING PLAN FOR ANY RESTRICTIONS.
4. THE SUBCONTRACTOR(S) IS/ARE RESPONSIBLE FOR ANY DAMAGE TO EXISTING SITE CONDITIONS TO REMAIN THAT ARE DUE TO SUBCONTRACTOR(S) OPERATIONS.
5. ITEMS TO BE REMOVED THAT ARE NOT STOCKPILED FOR LATER REUSE ON THE PROJECT OR DELIVERED TO THE OWNER SHALL BE LEGALLY DISPOSED OF OFF SITE BY THE SUBCONTRACTOR(S).
6. THE SUBCONTRACTOR(S) SHALL BE RESPONSIBLE FOR COORDINATING THEIR EFFORTS WITH ALL TRADES.
7. THE SUBCONTRACTOR(S) SHALL COORDINATE ALL ADJUSTMENT OR ABANDONMENT OF UTILITIES WITH THE RESPECTIVE UTILITY COMPANY.
8. TEMPORARY CONSTRUCTION HAUL ROADS SHALL BE USED DURING CONSTRUCTION IF DEEMED NECESSARY BY THE CONTRACTOR. THE USE OF SEPARATION FABRICS SHALL BE USED TO FACILITATE FUTURE REMOVAL AND RECOVERY OF GRANULAR MATERIALS. HAUL ROADS SHALL BE MAINTAINED DURING CONSTRUCTION WITH APPROPRIATE EROSION CONTROL AND STORMWATER REDUCTION MEASURES. ONCE REMOVED, THE SUB-BASE AREA SHOULD BE DECOMPACTED WITH A YORK RAKE, LOAM REPLACED, AND RESEEDED.
9. THE SITE ACCESS ROADS ARE DESIGNED TO MEET STATE FIRE CODE FOR FIRE TRUCK ACCESS. MEANS AND METHODS FOR ACCOMMODATING LARGER CONSTRUCTION DELIVERY VEHICLES MUST BE DETERMINED BY THE CONTRACTOR.
10. THE PROPOSED ROAD DESIGN SHOWN IN THESE PLANS SHALL BE CONSIDERED THE FINAL DESIGN CONDITION. ADDITIONAL MEANS AND METHODS OF CONSTRUCTION DEEMED NECESSARY BY THE OWNER OR CONTRACTOR SHALL BE DESIGNED BY OTHERS AND INCLUDED IN THE INITIAL EPC BID PRICE (INCLUDING, BUT NOT LIMITED TO: TEMPORARY HAUL ROADS, WIDENED OR LENGTHENED ROADS AND TURN OUT AREAS FOR LARGER CONSTRUCTION AND DELIVERY VEHICLES, TEMPORARY PARKING AND LAYDOWN AREAS, MODIFIED GRADING TO SUPPORT CONSTRUCTION AND DELIVERY VEHICLES, ETC.).

EROSION AND SEDIMENT CONTROL MEASURES

1. A NPDES PERMIT SHALL BE IN PLACE PRIOR TO COMMENCING ANY EARTH DISTURBANCE.
2. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY SITE EXCAVATION OR DISTURBANCE AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS. THE SMALLEST PRACTICAL AREA OF LAND SHALL BE EXPOSED AT ANY ONE TIME.
3. SEDIMENT BARRIERS SHALL BE INSPECTED AND APPROVED BY MCHENRY COUNTY OR THEIR REPRESENTATIVE AND THE CONTRACTOR/CEOR BEFORE CONSTRUCTION BEGINS.
4. STRAW BALES AND MULCH SHALL BE MOWINGS OF ACCEPTABLE HERBACEOUS GROWTH, FREE OF NOXIOUS WEEDS OR WOODY STEMS, AND SHALL BE DRY WHEN INSTALLED.
5. DISTURBED AREAS SHALL BE BLANKETED OR SEEDED AND MULCHED AS SOON AS PRACTICAL AFTER CONSTRUCTION ACTIVITIES IN THAT AREA HAVE CONCLUDED. ALL ERODABLE/BARE AREAS SHALL BE BLANKETED OR SEEDED AND MULCHED WITHIN 7 DAYS WITH TEMPORARY EROSION CONTROL SEEDING.
9. PRIOR TO SEEDING, ACCESS AISLES, TEMPORARY STAGING, STORAGE, AND PARKING AREAS ARE TO BE DE-COMPACTED AND RESTORED PER THE SWPPP.
10. STABILIZE SLOPES GREATER THAN 3:1 (HORIZONTAL: VERTICAL) WITH SEED, SECURED GEOTEXTILE FABRIC, SPRAYED COMPOST BLANKET, OR RIP-RAP AS REQUIRED TO PREVENT EROSION DURING CONSTRUCTION.
11. SEDIMENT BARRIERS SHALL BE CONSTRUCTED AROUND ALL SOIL STOCKPILE AREAS.
12. CLEAN OUT PROJECT DRAINAGE FEATURES AND STRUCTURES (I.E. CULVERTS, BASINS, SWALES, ETC.) AFTER COMPLETION OF CONSTRUCTION.
13. SEDIMENT COLLECTED DURING CONSTRUCTION BY THE VARIOUS EROSION CONTROL SYSTEMS SHALL BE DISPOSED OF ON THE SITE ON A REGULAR BASIS. SEDIMENT SHALL BE REMOVED FROM EROSION CONTROL SYSTEMS WHEN THE HEIGHT OF THE SEDIMENT EXCEEDS ONE-HALF OF THE HEIGHT OF THE SEDIMENT CONTROL MEASURE.
14. AFTER ALL DISTURBED AREAS HAVE BEEN STABILIZED, THE SUBCONTRACTOR(S) SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AT THE CONTRACTOR/CEOR DIRECTION.
15. AFTER THE REMOVAL OF TEMPORARY EROSION CONTROL MEASURES, THE SUBCONTRACTOR(S) SHALL GRADE AND SEED AREA OF TEMPORARY EROSION CONTROL MEASURE.
16. DAMAGED OR DETERIORATED EROSION AND SEDIMENT CONTROL ITEMS WILL BE REPAIRED IMMEDIATELY AFTER IDENTIFICATION OR AS DIRECTED BY THE CONTRACTOR/CEOR.
17. THE CONTRACTOR'S SITE SUPERINTENDENT IS RESPONSIBLE FOR DAILY INSPECTIONS, MAINTENANCE, AND DIRECTING REPAIR ACTIVITIES. THE CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES TWICE EVERY SEVEN (7) CALENDAR DAYS (IF GREATER THAN 5 ACRES IS TO BE DISTURBED AT ANY ONE TIME) OR ONCE EVERY FOURTEEN (14) DAYS AND WITHIN 24 HOURS OF ANY STORM EXCEEDING 1/2 INCH PRECIPITATION, IN ACCORDANCE WITH THE NPDES REQUIREMENTS. DAMAGED AND INEFFECTIVE EROSION CONTROL MEASURES SHALL BE REPAIRED OR REPLACED WITHIN 48 HOURS.
18. PIPE OUTLETS (IF ANY) SHALL BE STABILIZED WITH STONE. REFER TO DETAILS.
19. WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION DEWATERING SHALL BE FILTERED.
20. WHEN TEMPORARY DRAINAGE IS ESTABLISHED, EROSION/SEDIMENTATION CONTROL MEASURES MAY BE REQUIRED BY CONTRACTOR/CEOR.
21. GRAVEL ROADS, ACCESS DRIVES, PARKING AREAS OF SUFFICIENT WIDTH AND LENGTH, AND VEHICLE WASH DOWN FACILITIES, SHALL BE PROVIDED TO PREVENT SOIL FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. ANY SOIL REACHING A PUBLIC OR PRIVATE ROADWAY SHALL BE REMOVED BEFORE THE END OF EACH WORKDAY.
22. NECESSARY MEASURES SHALL BE TAKEN TO CONTAIN ANY FUEL OR POLLUTION RUNOFF. NO RE-FUELING SHALL OCCUR WITHIN 100 FEET OF ANY WETLAND RESOURCE AREA AND 200 FEET FROM RIVERFRONT. LEAKING EQUIPMENT OR SUPPLIES SHALL BE IMMEDIATELY REPAIRED OR REMOVED FROM THE SITE.
23. THE COST OF REPAIRING EROSION CONTROL MEASURES OR REMOVING SEDIMENT FROM EROSION CONTROL SYSTEMS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE APPLICABLE EROSION CONTROL ITEM.
24. EROSION CONTROL MEASURES SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF LAND DISTURBANCE UNTIL PERMANENT SEDIMENT AND EROSION CONTROL MEASURES ARE OPERATIONAL.
25. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT DUST FROM FORMING.
26. EROSION CONTROL MEASURES AS SHOWN ON THESE DRAWINGS IS INTENDED TO CONVEY MINIMUM REQUIREMENTS. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL MEASURES AS NECESSARY TO PREVENT SOIL EROSION AND TO COMPLY WITH THE PROJECT'S NPDES PERMIT STORMWATER POLLUTION PREVENTION PLAN.

LAYOUT AND MATERIAL NOTES

1. THE CONTRACTOR SHALL HAVE PERIMETER FENCE, ELECTRICAL TRENCHES, AND RACKING STAKED OUT BY A LICENSED LAND SURVEYOR PRIOR TO ANY INSTALLATION OF RACKING OR TRENCHES.
2. EXCESS TRENCH MATERIAL SHALL BE PLACED ON THE SIDES OF THE TRENCH AND PLACED AT OR NEAR THE SAME LOCATION AS WHERE EXCAVATED. TOPSOIL REMOVED SHALL BE PLACED ON TOP AND LIGHTLY COMPACTED.
3. SUBCONTRACTOR SHALL INSTALL CONDUITS FOR ALL ELECTRIC CONDUIT CROSSINGS PRIOR TO INSTALLATION OF THE GEOGRID MATERIAL. THE GEOGRID SHALL NOT BE HORIZONTALLY CUT ONCE INSTALLED.

GRADING NOTES

1. WHERE PROPOSED GRADES MEET EXISTING GRADES, SUBCONTRACTOR(S) SHALL BLEND GRADES TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND NEW WORK. PONDING AT TRANSITION AREAS WILL NOT BE ALLOWED.
2. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, STRUCTURES, PUBLIC ROADWAYS, AND ELECTRICAL EQUIPMENT AREAS.

PLANTING NOTES

1. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE ALL PLANTINGS SHOWN ON THE DRAWINGS.
2. MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
3. PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISH GRADE AS TO ORIGINAL GRADES BEFORE DIGGING.
4. PLANTS TO BE BALLED IN BURLAP OR CONTAINERIZED.
5. PLANT SIZE AND QUANTITY SHALL NOT CHANGE WITHOUT APPROVAL OF CONTRACTOR/CEOR.

ABBREVIATIONS

BIT	BITUMINOUS
BMP	BEST MANAGEMENT PRACTICE
BVW	BORDERING VEGETATED WETLANDS
CB	CONCRETE BOUND
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED PLASTIC PIPE
DH	DRILL HOLE
DIP	DUCTILE IRON PIPE
DMH	DRAIN MANHOLE
ECB	EROSION CONTROL BARRIER
FES	FLARED END SECTION
FH	FIRE HYDRANT
FND	FOUND
GG	GAS GATE
HDPE	HIGH-DENSITY POLYETHYLENE
HW	HEADWALL
ILSF	ISOLATED LANDS SUBJECT TO FLOODING
IP	IRON PIPE
ISW	ISOLATED WETLANDS (FEDERAL JURISDICTION)
LA	LANDSCAPED AREA
LOW	LIMIT OF WORK
N/F	NOW OR FORMERLY
NTS	NOT TO SCALE
OCS	OUTLET CONTROL STRUCTURE
OHW	OVERHEAD WIRE
RCP	REINFORCED CONCRETE PIPE
RET	RETAINING
ROW	RIGHT-OF-WAY
SB	STONE BOUND
TEL	TELEPHONE CABLE
TYP	TYPICAL
UP	UTILITY POLE
WG	WATER GATE

REV 1.1

ROAD (GRAVEL)
FENCE LINE
(E) FENCE LINE
SUBJECT PROPERTY LINE
PROPERTY LINE
PROPERTY SETBACK LINE
RIGHT-OF-WAY
100 (E) MAJOR CONTOUR
99 (E) MINOR CONTOUR
WET DELINEATED WETLAND
WTB WETLAND BUFFER ZONE
(E) STRUCTURE
(E) TREE CANOPY LINE
(E) UTILITY POLE
FO (E) FIBER OPTIC LINE
UE (E) UNDERGOUND ELECTRIC LINE
SF SILT FENCE
LV LV ELECTRICAL TRENCH
MV MV ELECTRICAL TRENCH
OHW OVERHEAD ELECTRIC
SOLAR PANEL
UTILITY POLE
CULVERT

NOTE: ITALIC FONTS INDICATE EXISTING CONDITIONS.
STANDARD FONTS INDICATE PROPOSED CONDITIONS.

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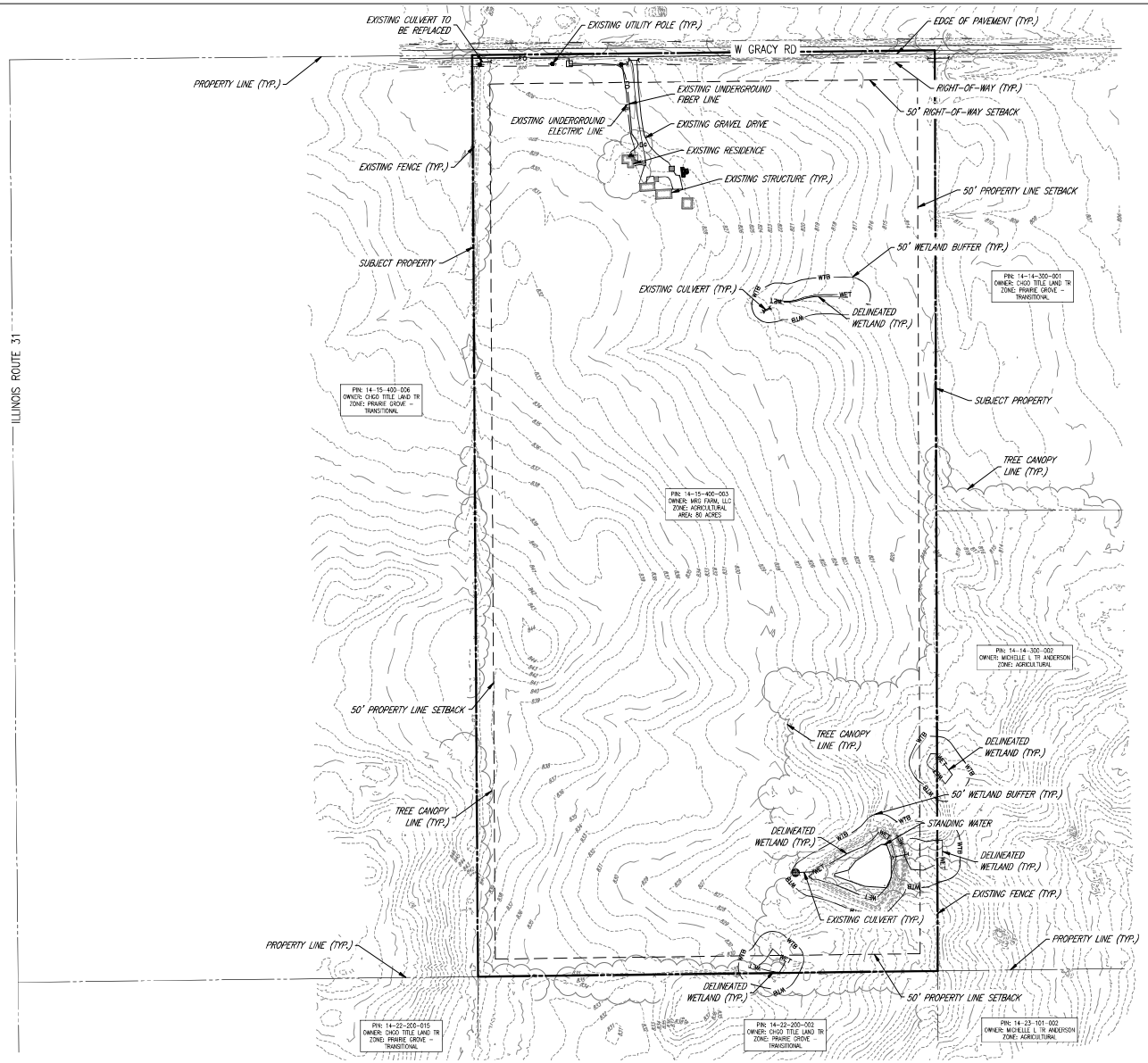
SITE USE PERMIT SET
4219 W GRACY RD
MCHENRY, IL 60050

PROJECT NUMBER:
120-1675

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
0	04/19/24	EMA		SUP

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-0.0
CIVIL NOTES



NOTES

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3. EXISTING CONDITIONS SURVEY AND TOPOGRAPHIC SURFACE PROVIDED BY WILLIAMS & WORKS, DATED 04/23/2024.
4. EXISTING WETLAND DELINEATION PER CHRISTOPHER B. BURKE ENGINEERING, LTD., DATED 03/25/2024.
5. NO FEMA FLOOD ZONES PRESENT WITHIN PROJECT AREA. PROJECT AREA WITHIN ZONE X – AREA OF MINIMAL FLOOD HAZARD.
6. NO TREE CLEARING IS ANTICIPATED.

EXISTING CONDITIONS PLAN

SCALE: 1" = 150'

0 150' 300'

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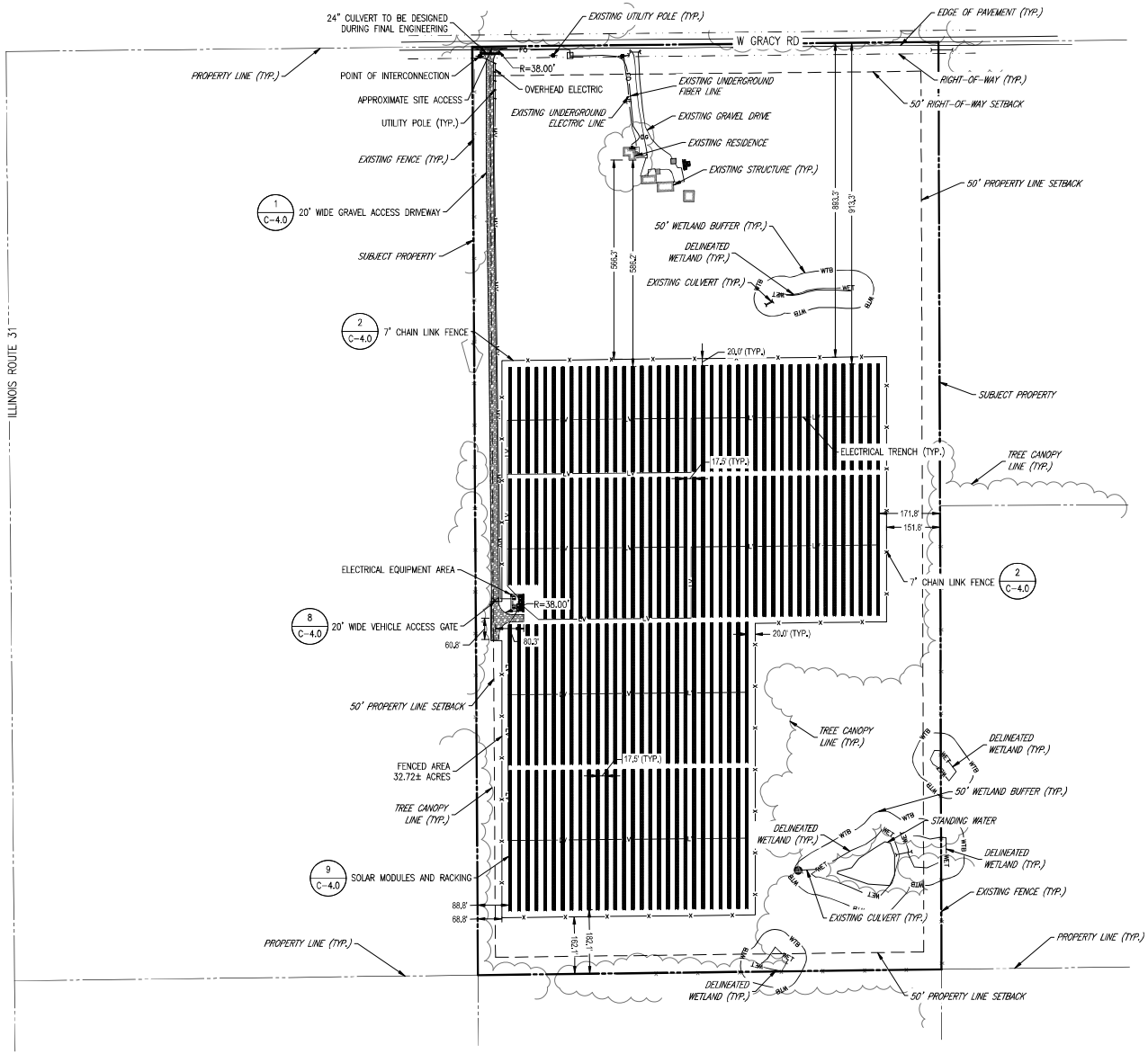
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EXISTING CONDITIONS PLAN



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6. FINAL LOCATION OF 4' MAN GATES SHALL BE DETERMINES PRIOR TO ISSUANCE OF A BUILDING PERMIT. SEE DETAIL 3, SHEET C4.0.
7. NO TREE CLEARING IS ANTICIPATED.

LAYOUT AND MATERIALS PLAN

SCALE: 1" = 150'

0 150' 300'

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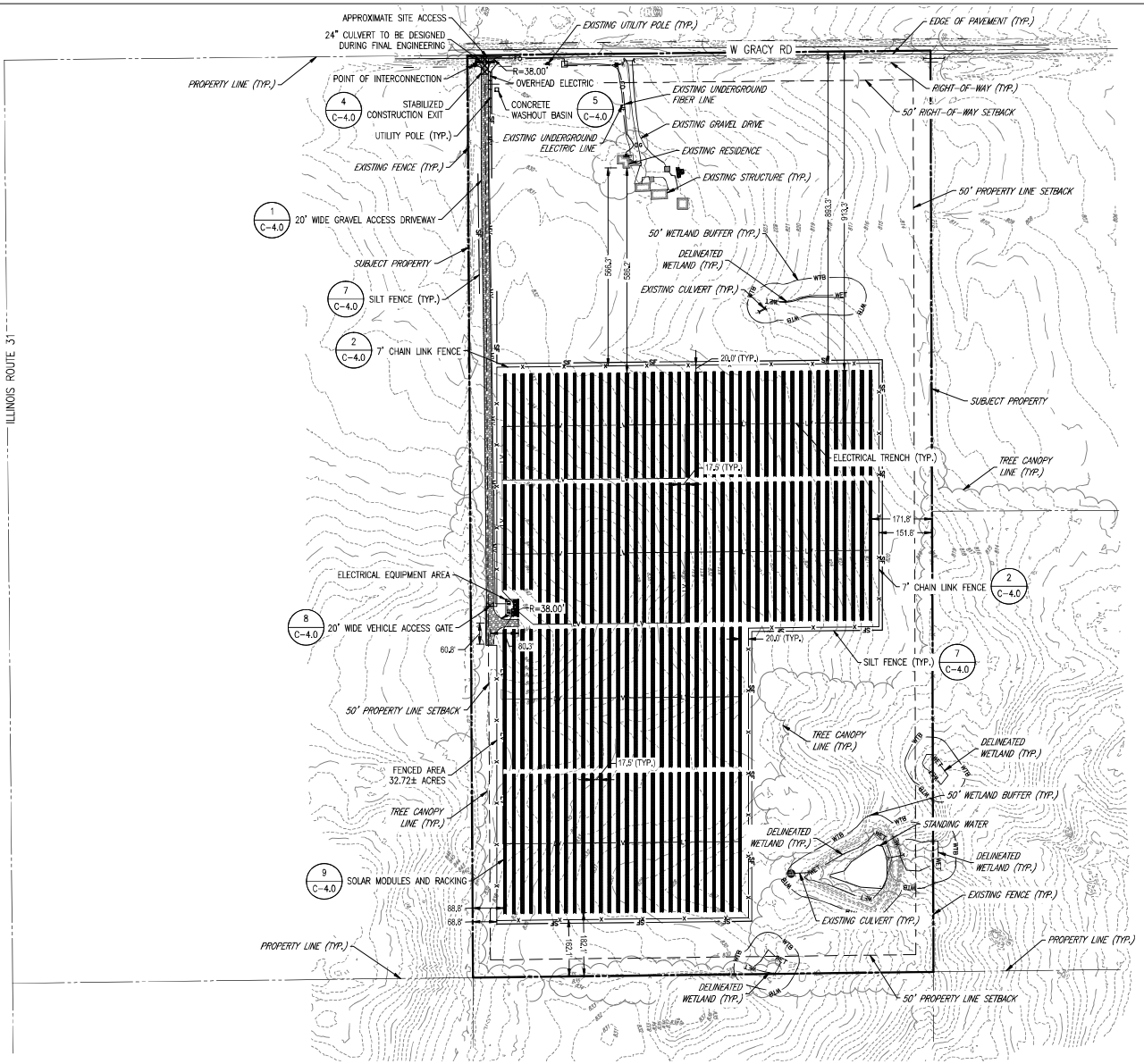
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C-2.0
LAYOUT AND MATERIALS PLAN



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5. NO FEMA FLOOD ZONES PRESENT WITHIN PROJECT AREA. PROJECT AREA WITHIN ZONE X – AREA OF MINIMAL FLOOD HAZARD.
6. GRADING DESIGN TO BE COMPLETED PRIOR TO FINAL ENGINEERING. NO SOLAR ARRAY GRADING ANTICIPATED.
7. ALL NECESSARY PERMITS FOR SOIL AND EROSION CONTROL AND DRIVEWAY CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION.

GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 150'

0 150' 300'

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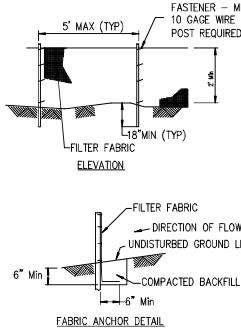
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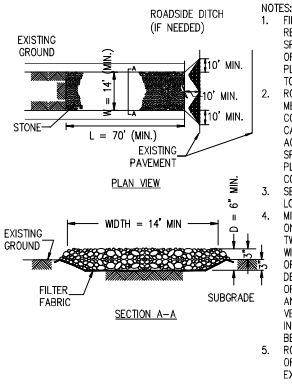
C-3.0
GRADING AND EROSION CONTROL PLAN



NOTES:
1. TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION.
2. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION I 592 GEOTEXTILE TABLE 1 OR 2, CLASS I WITH EQUIVALENT OPENING SIZE OF AT LEAST 30 FOR NONWOVEN AND 40 FOR WOVEN.
3. FENCE POSTS SHALL BE EITHER STANDARD STEEL POST OR WOOD POST WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.0 SQ. IN.

7 SILT FENCE

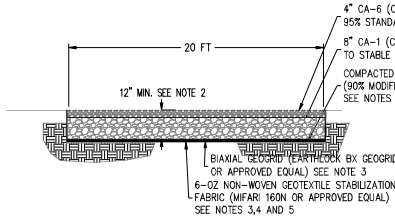
SCALE: NTS



NOTES:
1. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I, II OR IV AND SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO THE PLACING OF ROCK.
2. ROCK OR RECLAIMED CONCRETE SHALL MEET ONE OF THE FOLLOWING IDOT COARSE AGGREGATE GRADATIONS, CA–1, CA–2, CA–3, OR CA–4 AND BE PLACED ACCORDING TO CONSTRUCTION SPECIFICATION 25 ROCKFILL USING PLACEMENT METHOD 1 AND CLASS III COMPACTION.
3. SEE PLANS FOR CONSTRUCTION ROAD LOCATION, D AND W DIMENSIONS.
4. MINIMUM WIDTH IS 14 FEET FOR ONE–WAY TRAFFIC AND 20 FEET FOR TWO–WAY TRAFFIC. TWO–WAY TRAFFIC WIDTHS SHALL BE INCREASED A MINIMUM OF 4 FEET FOR TRAILER TRAFFIC. DEPENDING ON THE TYPE OF VEHICLE OR EQUIPMENT, SPEED, LOADS, CLIMATIC AND OTHER CONDITIONS UNDER WHICH VEHICLES AND EQUIPMENT OPERATE AN INCREASE IN THE MINIMUM WIDTHS MAY BE REQUIRED.
5. ROADWAY SHALL FOLLOW THE CONTOUR OF THE NATURAL TERRAIN TO THE EXTENT POSSIBLE.

4 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NTS

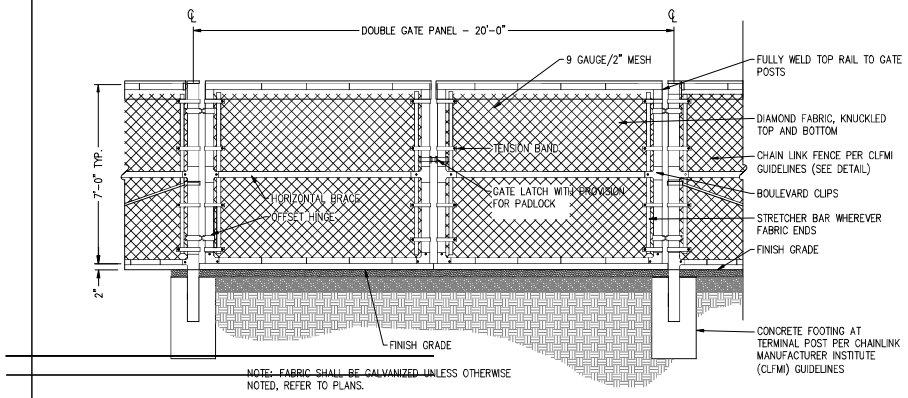


NOTES:
1. SUBCONTRACTOR SHALL EXCAVATE TO SUITABLE MATERIAL FOR SUBGRADE.
2. SUBCONTRACTOR SHALL COMPACT SUBGRADE TO PROVIDE SUITABLE SURFACE TO PLACE ROAD. REFER TO GEOTECHNICAL REPORT FOR SUBGRADE PREPERATION CRITERIA.
3. SUBCONTRACTOR SHALL FOLLOW MANUFACTURER INSTALLATION PROCEDURES.
4. WHERE OVERLAPPING OF GEOTEXTILE FABRIC IS REQUIRED, SUBCONTRACTOR SHALL OVERLAP A MINIMUM OF 24".
5. SUBCONTRACTOR SHALL REMOVE TEMPORARY CONSTRUCTION ACCESS ROADS, AND RESTORE TO PRE–CONSTRUCTION CONDITIONS TO THE SATISFACTION OF THE CEOR AND THE GOVERNING AGENCIES.

1 GRAVEL ACCESS ROAD

SCALE: NTS

XD_CIVIL_GRAVEL_ROAD_1 04-30-2019

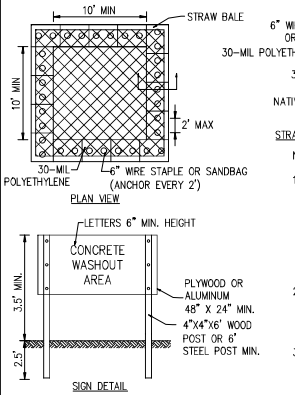


NOTE: FABRIC SHALL BE GALVANIZED UNLESS OTHERWISE NOTED, REFER TO PLANS.

8 VEHICLE GATE

SCALE: NTS

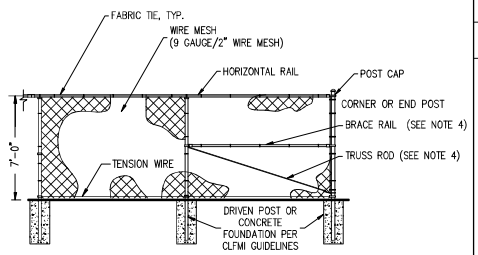
XD_CIVIL_FENCE_VEHICLE GATE_7' OR 8' 07-25-2017



NOTES:
1. MAINTAINING TEMPORARY CONCRETE WASHOUT FACILITIES SHALL INCLUDE REMOVING AND DISPOSING OF HARDEN CONCRETE AND/OR SLURRY AND RETURNING THE FACILITIES TO A FUNCTIONAL CONDITION.
2. FACILITY SHALL BE CLEANED OR RECONSTRUCTED IN A NEW AREA ONCE WASHOUT BECOMES TWO–THIRDS FULL.
3. EACH STRAW BALE IS TO BE STAKED IN PLACE USING (2) 2"X2"X4'WOODEN STAKES.

5 CONCRETE WASHOUT

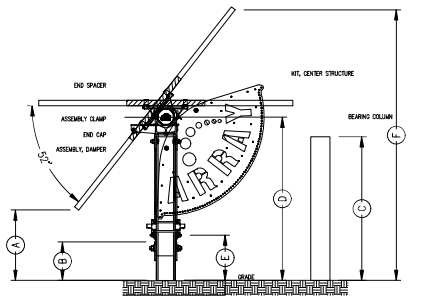
SCALE: NTS



NOTES:
1. THE FENCE SHALL MEET OR EXCEED THE CHAIN LINK FENCE MANUFACTURER INSTITUTE (CLFMI) GUIDELINES AND RELATED FEDERAL SPECIFICATIONS FOR SECURITY CHAIN LINK FENCE MATERIALS AND INSTALLATION.
2. ALL FENCE MATERIAL AND COMPONENTS SHALL BE GALVANIZED, UNLESS OTHERWISE NOTED.
3. THIS DETAIL NOT APPLICABLE FOR PRIVACY FENCE OR FENCE WITH SLATS.
4. ADJUSTABLE TRUSS ROD AND BRACE RAIL AT CORNER OR END POSTS ONLY, IF REQUIRED BY CLFMI GUIDELINES.

2 CHAIN LINK FENCE

SCALE: NTS



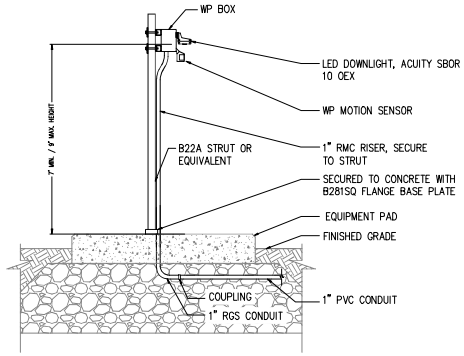
A BOTTOM EDGE OF 7'7" MODULE AT 52° (IN)	B GEARBOX COLUMN (IN)	C BEARING COLUMN HEIGHT (IN)	D CENTER OF ROTATION (IN)	E LID BOTTOM OF DRIVELINE (IN)	F TOP EDGE OF 7'7" MODULE AT 52° (IN)
32	22	54	60	24	94

NOTE: CLEARANCES HAVE ± INSTALL TOLERANCES.

9 VERTICAL MOUNT MOTOR CLEARANCES

ATI SCALE: N.T.S.

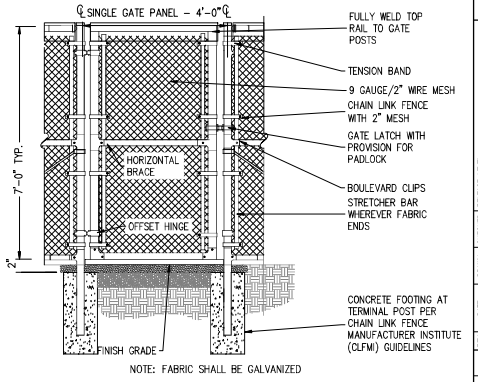
XD_STRUC_ATI_ARRAY_ELEVATION 2018-02-15



6 LIGHTING MOUNTING - DOWNLIGHT

SCALE: NTS

XD_ELEC_ LIGHT MOUNTING-DOWNLIGHT 2018-04-23 AM



NOTE: FABRIC SHALL BE GALVANIZED

3 4' MAN GATE

SCALE: NTS

XD_CIVIL_SITE CONSTRUCTION_4' WALK THROUGH GATE 07-25-2017

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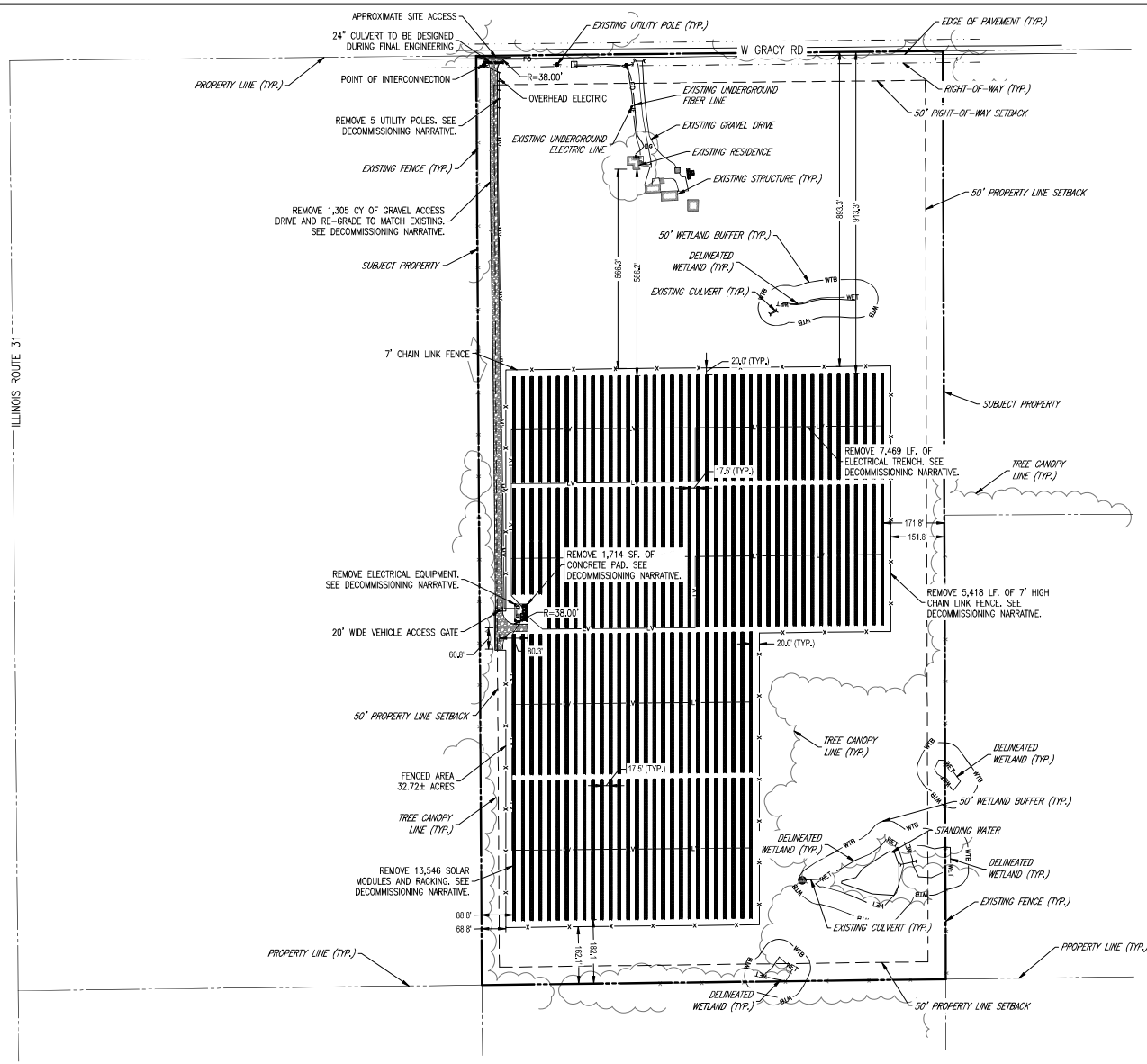
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C-4.0
CIVIL DETAILS



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DECOMMISSIONING PLAN

SCALE: 1" = 150'

0 150' 300'

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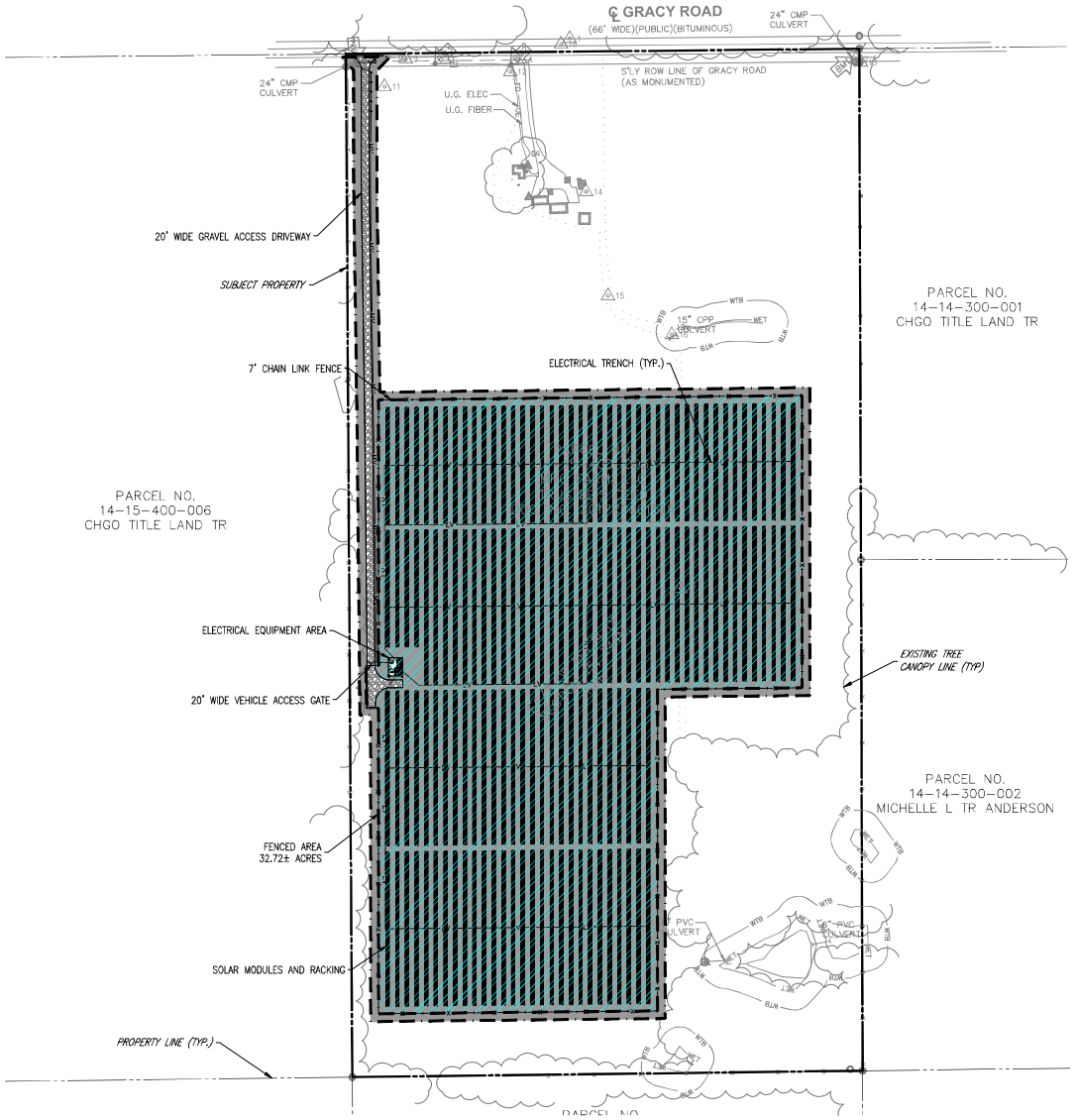
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C-5.0
DECOMMISSIONING PLAN



LANDSCAPE PLAN

SCALE: 1" = 150'

0 150' 300'

LANDSCAPE PLAN GENERAL NOTES

1. GRAPHIC SYMBOLS TAKE PRECEDENCE OVER WRITTEN QUANTITIES AND KEYS ON PLAN.
2. CONTRACTOR SHALL REPAIR AND REPLACE ANY PLANT MATERIAL AND EXISTING LAWN AREA DAMAGED BY THIS CONSTRUCTION OUTSIDE PROJECT LIMITS. ANY EXISTING PLANT MATERIAL OR LAWN AREA DAMAGED BY CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIAL OF SIMILAR SPECIES AND SIZE AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO OWNER OR TENANT.
3. TWO WEEKS PRIOR TO PLANTING, THE CONTRACTOR SHALL SUBMIT TO THE OWNER / OWNER'S REPRESENTATIVE SEED MIX TAGS FOR APPROVAL. NO PARTIAL OR INCOMPLETE SUBMITTAL WILL BE ACCEPTED FOR REVIEW. ANY SUBSTITUTIONS WILL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT.
4. THE LANDSCAPE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE CONDITIONS AND VERIFY THEM TO THEIR SATISFACTION. THE LANDSCAPE CONTRACTOR SHALL ACCEPT THE SITE CONDITIONS AND DO THE WORK SPECIFIED WITHOUT ADDITIONAL COMPENSATION FOR POSSIBLE VARIATION FROM GRADES AND CONDITIONS SHOWN.
5. PRIOR TO CONSTRUCTION THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING CONSTRUCTION. SHOULD THE LANDSCAPE CONTRACTOR CAUSE DAMAGE TO ANY UTILITIES THEY SHALL MAKE NECESSARY REPAIRS AS QUICKLY AS POSSIBLE WITHOUT ADDITIONAL COMPENSATION TO THE OWNER.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING, IN FULL, ALL LANDSCAPE PLANTING WORK (INCLUDING WATERING, SPRAYING FOR INSECTS AND DISEASE, MULCHING, MOWING, FERTILIZING, CULTIVATING, EDGING AND WEEDING) FOR A PERIOD OF 90 DAYS AFTER ACCEPTANCE BY THE OWNER.
7. TOPSOIL SHALL BE FERTILE, FRIABLE AND REPRESENTATIVE OF LOCAL PRODUCTIVE SOIL, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH AND FREE OF CLAY LUMPS, SUBSOIL, NOXIOUS WEEDS OR OTHER FOREIGN MATTER SUCH AS STONES, ROOTS, STICKS AND OTHER EXTRANEOUS MATERIALS; NOT FROZEN OR MUDDY. PH OF TOPSOIL TO RANGE BETWEEN 5.5 AND 7.5.
8. ALL TREE PROTECTION DEVICES ARE TO BE INSTALLED PRIOR TO START OF LAND DISTURBANCE AND MAINTAINED UNTIL FINAL LANDSCAPING IS INSTALLED.
9. THE CONTRACTOR SHALL FINE GRADE AND SEED DISTURBED AREAS WITH NATIVE PLANT SEED MIX. IF WORKING ON STEEP SLOPES, IT IS RECOMMENDED THAT THE AREA BE COVERED WITH AN EROSION-CONTROL BLANKET IMMEDIATELY AFTER SEEDING.
10. CONTRACTOR SHALL PLANT NATIVE PLANT SEED SEED MIX BETWEEN THE FOLLOWING TIME PERIODS:
    - 10.1. OCTOBER 1 AND JUNE 15 AS ALLOWED BY SITE CONDITIONS
    - 10.2. JUNE 15 TO SEPTEMBER 30 MAY OCCUR IF SUPPLEMENTAL WATERING IS PROVIDED TO PROMOTE GERMINATION AND SEEDLING DEVELOPMENT, IF NEEDED.
    - 10.3. DORMANT SEEDING SHALL BE IMPLEMENTED FROM NOVEMBER 1ST THROUGH FREEZE-UP.
    - 10.4. CONTRACTOR SHALL PERFORM A FINAL TILLING PRIOR TO SEEDING.
11. PLANTING SEASONS:
    - 11.1. DECIDUOUS PLANTS:
      - 11.1.1 APRIL 1ST TO JUNE 15TH.
      - 11.1.2 OCTOBER 1ST TO DECEMBER 15TH.
    - 11.2. EVERGREEN PLANTS:
      - 11.2.1 APRIL 1ST TO MAY 15TH.
      - 11.2.2 SEPTEMBER 1ST TO OCTOBER 1ST.
12. CONTRACTOR SHALL GUARANTEE THE SEEDING FOR A PERIOD OF ONE GROWING SEASON FROM THE DATE OF SUBSTANTIAL COMPLETION OF TOTAL PROJECT FOR ANY LOSS DUE TO FAULTY MATERIALS, WORKMANSHIP, OR PROCEDURES.
13. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL LANDSCAPE PLANTING WORK AND MATERIALS FOR A PERIOD OF ONE (1) FULL YEAR FROM THE DATE THE WORK HAS BEEN APPROVED BY THE OWNER AS INSTALLED. ALL PLANT MATERIAL NOT HEALTHY GROWING CONDITION SHALL BE REMOVED IMMEDIATELY AND REPLACED AS SOON AS POSSIBLE WITH LIKE KIND AND SIZE AT NO CHARGE TO THE OWNER.
14. IF ANY SEEDING MUST BE PERFORMED LATER THAN THE SCHEDULED PERIODS THE CONTRACTOR SHALL ALSO GUARANTEE THESE SEEDED AREAS FOR A PERIOD OF ONE GROWING SEASON FROM THE DATE OF SUBSTANTIAL COMPLETION FROM LOSS DUE TO WEATHER CONDITIONS.
15. CONTRACTOR SHALL REFER TO THE LATEST CIVIL PLANS FOR DISTURBED AREAS TO BE RESTORED. ADDITIONAL RESTORATION MAY BE NEEDED DUE TO FIELD CONDITIONS. SEE CIVIL SITE PLAN.
16. FOR DETAILS REGARDING EROSION CONTROL BLANKET, SEE CIVIL DRAWINGS.
17. THE INTENTION IS TO PERMANENTLY SEED WITH THE NATIVE PLANT SEED MIX. IN THE EVENT, THE NATIVE PLANT SEED MIX CANNOT BE INSTALLED AND WILL NOT HAVE TIME TO GERMINATE, THE CONTRACTOR SHALL INSTALL TEMPORARY SEED AS SHOWN.
18. THE CONTRACTOR SHALL MOW MONTHLY DURING THE FIRST YEAR AND SUMMER (JUNE, JULY, AUGUST) TO A HEIGHT OF 8".
19. THE CONTRACTOR SHALL MOW TWO TIMES PER YEAR AFTER THE FIRST YEAR AND THEREAFTER TO A HEIGHT OF 12". EARLY TO MID JUNE AND MID-LATE AUGUST.
20. ALL MOWED MATERIAL SHOULD BE REMOVED FROM THE SITE.

SEED LIST

FENCED ARRAY SEEDED AREA (±32.62 ac) TOTAL SEEDED AREA (±36.10 ac)

NATIVE GRAZING SEED MIX (±32.62 ac)
AGRI-VOLTAIC 100.0% OF FENCED AREA

NATIVE SHEEP PASTURE MIX
7.19 lbs per acre

Botanical Name (Common Name)	% by wt.
GRASSES, SEDGES & RUSHES	
Bouteloua curtipendula (Side-oats Grama)	41.74
Bouteloua gracilis (Blue Grama Grass)	13.91
Koeleria cristata (June Grass)	2.61
Poa palustris (Fowl Bluegrass)	6.96
TOTAL GRASSES, SEDGES & RUSHES	65.22
WILDFLOWERS	
Cassia fasciculata (Partridge Pea)	13.91
Dalea candida (White Prairie Clover)	10.43
Dalea purpurea (Purple Prairie Clover)	10.43
TOTAL WILDFLOWERS	34.78
Seed Mix Total:	100.0 %

NATIVE POLLINATOR SEED MIX (±3.48 ac)
POLLINATOR 10.7% OF FENCED AREA

NATIVE POLLINATOR SEED MIX
8.33 lbs per acre

Botanical Name (Common Name)	% by wt.
GRASSES, SEDGES & RUSHES	
Bouteloua curtipendula (Side-oats Grama)	30.02
Bromus kalmii (Prairie Brome)	6.00
Carex brevior (Plains Oval Sedge)	1.50
Carex lupulina (Hop Sedge)	0.75
Carex molesta (Field Oval Sedge)	1.50
Carex vulpinoidea (Fox Sedge)	1.50
Chasmanthium latifolium (See Uniola L)	3.75
Elymus villosus (Silky Wild Rye)	6.00
Glyceria canadensis (Canada Manna Grass)	1.50
Koeleria cristata (June Grass)	2.25
Sporobolus heterolepis (Prairie Dropseed)	2.25
TOTAL GRASSES, SEDGES & RUSHES	57.04
WILDFLOWERS	
Achillea millefolium (Yarrow)	0.38
Allium cernuum (Nodding Wild Onion)	0.38
Aquilegia canadensis (Wild Columbine)	0.38
Asclepias tuberosa (Butterfly Milkweed)	1.13
Chamaecrista fasciculata (Partridge Pea)	7.50
Coreopsis lanceolata (Lance-leaf Coreopsis)	6.00
Coreopsis palmata (Prairie Coreopsis)	0.38
Dalea candida (White Prairie Clover)	6.00
Dalea purpurea (Purple Prairie Clover)	6.00
Echinacea pallida (Pale Purple Coneflower)	3.00
Heuchera richardsonii (Prairie Alum Root)	0.19
Lespedeza virginica (Slender Bush Clover)	0.38
Liatris aspera (Rough Blazingstar)	0.75
Lupinus perennis (Lupine)	0.75
Penstemon hirsutus (Hairy Beardtongue)	0.19
Pycnanthemum virginianum (Mountain mint)	0.19
Rudbeckia fulgida (Orange Coneflower)	0.75
Rudbeckia hirta (Black-eyed Susan)	6.00
Solidago nemoralis (Old-field Goldenrod)	0.19
Solidago riddellii (Riddell's Goldenrod)	0.19
Symphyotrichum cordifolium (Heart-leaved Aster)	0.19
Symphyotrichum oolentangiense (Sky Blue Aster)	0.19
Verbena stricta (Hoary Vervain)	0.38
Zizia aptera (Prairie Golden Alexander)	0.38
Zizia aurea (Golden Alexander)	1.13
TOTAL WILDFLOWERS	42.96
Seed Mix Total:	100.0 %

NOTES

1. THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A CONSTRUCTION LEVEL DESIGN AND ASSOCIATED DRAWINGS AND DETAILS.
2. THE PURPOSE OF THESE PLANS ARE FOR CONDITIONAL USE PERMIT REVIEW AND APPROVAL BY MCHENRY COUNTY TO CONSTRUCT A SOLAR FARM.
3. EXISTING CONDITIONS SURVEY AND TOPOGRAPHIC SURFACE PROVIDED BY WILLIAMS & WORKS, DATED 04/23/2024.
4. EXISTING WETLAND DELINEATION PER CHRISTOPHER B. BURKE ENGINEERING, LTD., DATED 03/25/2024.
5. NO FEMA FLOOD ZONES PRESENT WITHIN PROJECT AREA. PROJECT AREA WITHIN ZONE X – AREA OF MINIMAL FLOOD HAZARD.
6. FINAL LOCATION OF 4' MAN GATES SHALL BE DETERMINES PRIOR TO ISSUANCE OF A BUILDING PERMIT. SEE DETAIL 3, SHEET C4.0.
7. NO TREE CLEARING IS ANTICIPATED.

THIS DOCUMENT IS PROVIDED BY NEW LEAF ENERGY, INC. TO FACILITATE THE SALE OF THE RENEWABLE ENERGY PROJECT REPRESENTED HEREIN. REPRODUCTION, RELEASE OR UTILIZATION FOR ANY PURPOSE WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

new leaf energy
55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
PHONE: (508) 818-5249
FAX: (888) 478-8891
WWW.NEWLEAFENERGY.COM

Kimley»Horn

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER ANY DOCUMENT WHICH BEARS THE SEAL OF A PROFESSIONAL ENGINEER, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.

SITE USE PERMIT SET
4219 W GRACY RD
MCHENRY, IL 60050

PROJECT NUMBER: 120-1675

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
0	04/19/24	EMA		SUP

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-6.0
LANDSCAPE PLAN

Attachment 10 - Decommissioning Plan

Decommissioning Estimate/Plan

Gracy Solar 1, LLC
McHenry County, IL

Date: 04/26/2024
Calculated By: AT

This Decommissioning Estimate has been prepared by New Leaf Energy in an attempt to predict the cost associated with the removal of the proposed solar facility. The primary cost of decommissioning is the labor to dismantle and load as well as the cost of trucking and equipment. All material will be removed from the site, including the concrete equipment pads, which will be broken up at the site and hauled to the nearest transfer station.

No salvage values have been assumed in this calculation.

The following values were used in this Decommissioning Estimate:

System Specifications	
Number of Modules	13,546
Linear Feet of Racking (ft)	50,798
Number of Inverters	20
Number of Transformers	20
Number of Tracker Motors	4
Electrical Wiring Length (ft)	7,469
Number of Foundation Piles	3,079
Length of Perimeter Fence (ft)	5,418
Number of Power Poles	5
Access Rd Material Volume (CY)	1,305
Total Disturbed Area (SF)	37,501
Total Fence Weight (lbs)	3,847
Total Racking Weight (lbs)	318,331
Total Foundation Pile Weight (lbs)	415,665

Equipment & Material Removal Rates	
Module Removal Rate (min/module)	1
Rack Wiring Rem. Rate (min/mod)	0.25
Racking Dismantling Rate (min/LF)	0.2
Inverter Removal Rate (hr/unit)	0.5
Transformer Removal Rate (hr/unit)	1
Motor Removal Rate (hr/unit)	1
Rack Loading Rate (min/LF)	0.1
Elect. Wiring Removal Rate (min/LF)	0.5
Pile Rem. Rate (piles/day)	300
Fence Removal Rate (min/LF)	1
Days req. to break up concrete pads	2
Days req. with Rough Grader	1
Days req. with Fine Grader	1
Total Truckloads Required	30
Round-Trip Dist. to Trans. Sta.(miles)	34
Round-Trip Time to Trans. Sta. (hr)	1.25

Labor and Equipment Costs		
Labor Rate ($/hr)	$	35.00
Operator Rate ($/hr)	$	47.00
Bobcat Cost ($/hr)	$	101.90
Front End Loader Cost ($/Day)	$	845.77
Excavator Cost ($/Day)	$	1,365.46
Trucking Cost ($/hr)	$	127.38
Backhoe Cost ($/hr)	$	101.90
Power Pole Removal Cost ($/pole)	$	1,500.00
Grader Cost ($/day)	$	1,324.70
Gravel Export Cost ($/YD)	$	8.00
Loam Import Cost ($/YD)	$	20.00
Seeding Cost ($/SF)	$	0.10
Fuel Cost ($/mile)	$	0.50

Labor, Material, and Equipment Costs

1. Remove Modules

The solar modules are fastened to racking with clamps. They slide in a track. A laborer needs only unclamp the module and reach over and slide the module out of the track.

Module Removal Rate • Total Number of Solar Modules • Labor Rate = Module Removal Cost

Total = $ 7,901.83

2. Remove Rack Wiring

The modules are plugged together in the same manner as an electrical cord from a light is plugged into a wall socket. The string wires are in a tray. A laborer needs only unplug the module, reach into the tray and remove the strands of wire.

Wire Removal Rate • Total Number of Solar Modules • Labor Rate = Rack Wiring Removal Cost

Total = $ 1,975.46

3. Dismantle Racks

Tracker module racking primarily consists of torque tubes and a driveline. These are supported on driven piles. The torque tubes and driveline unbolt from the foundation piles.

Linear feet of Racking • Rack Dismantling Rate • Labor Rate = Rack Dismantling Cost

Total = $ 5,926.43

4. Remove and Load Electrical Equipment

Electrical equipment includes transformers, inverters, and tracker motors.

(Number of Inverters • Inverter Removal Rate + Number of Transformers • Transformer Removal Rate + Number of Motors • Motor Removal Rate) • (Operator Rate + Bobcat Cost) = Electrical Equipment Removal Cost

Total = $ 5,062.60

5. Break Up Concrete Pads

Concrete pads are broken up using an excavator and jackhammer.

Number of Demolition Days • (Excavator Cost + Operator Cost) = Total Concrete Pad Removal

Total = $ 2,443.54

6. Load Racks

Once the racking has been dismantled, it will be loaded onto trucks for removal from the site. The trucking cost associated with this line item represents the additional time a truck will be needed during loading. Please see item # 13 for the cost of trucking off-site.

Linear feet of Racking • Rack Loading Rate • (Operator Cost + Front End Loader Cost + Trucking Cost) = Total Rack Removal Cost

Total = $ 23,390.36

7. Remove Electrical Wiring

Electrical wiring will be removed from all underground conduits.

Cable Length • Cable Removal Rate • (Operator Cost + Backhoe Cost) = Total Cable Removal Cost

Total = $ 9,267.78

8. Remove Foundation Piles

Foundation piles will be pulled out of the ground and loaded onto a truck to be removed from site.

(Total Number of Piles / Daily Pile Removal Rate) • (Operator Rate + Excavator Cost) = Total Pile Removal Cost

Total = $ 26,809.78

9. Remove Fencing

Fencing posts, mesh, and foundations will be loaded onto a truck and removed from site. Trucking costs included in this line item are for the removal process. Trucking to a recycling facility are included in item #13.

(Total Length of Fence • Fence Removal Rate) • (Operator Rate + Bobcat Cost + Trucking Cost) =

Total = $ 24,947.63

10. Remove Power Poles

Power poles will be removed and shipped off site.

Number of Power Poles • Pole Removal cost = Total Power Pole Removal Cost

Total = $ 7,500.00

11. Gravel Road Reclamation

Reclamation of the gravel access road will entail removing the gravel material and exporting it off site. The area will then be backfilled with loam and graded.

(Days with Rough Grader + Days with Fine Grader) • (Grader Cost per Day+Operator Cost per Day) + [Roadway Material Volume • (Gravel Export Cost + Loam Import Cost)] = Gravel Road Reclamation Cost

Total = $ 39,946.59

12. Seed Disturbed Areas

Seeding cost includes labor and materials for reseeding all disturbed areas including the reclaimed gravel road area, former electrical areas, and areas disturbed by racking foundation removal.

Seeding Cost • Disturbed Area = Total Seeding Cost

Total = $ 3,750.08

13. Truck to Transfer Station

All material will be trucked to the nearest Transfer station that accepts construction material.

The nearest transfer station is WM - Virginia Road Transfer Station

(Total Truckloads • Roundtrip Distance • Fuel Cost) + (Total Truckloads • Round Trip Time • Trucking Cost) = Total Trucking Cost to Transfer Station

Total = $ 5,286.56

Summary of Decommissioning Costs

Line Item	Task	Cost
1	Module Removal	$ 7,901.83
2	Rack Wiring Removal	$ 1,975.46
3	Rack Dismantling	$ 5,926.43
4	Electrical Equipment Loading and Removal	$ 5,062.60
5	Break Up Concrete Pads	$ 2,443.54
6	Load Racks	$ 23,390.36
7	Electrical Wiring Removal	$ 9,267.78
8	Foundation Pile Removal	$ 26,809.78
9	Fence Removal	$ 24,947.63
10	Power Pole Removal	$ 7,500.00
11	Gravel Road Reclamation	$ 39,946.59
12	Seed Disturbed Areas	$ 3,750.08
13	Trucking to Transfer Station	$ 5,286.56
	Subtotal =	$ 164,208.65

Present Value Total = $ 164,208.65

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Agenda Item No: 11e

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: Hotel/Motel Tax Funding Distribution

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to release Hotel/Motel Tax Funding to the Raue Center for the Arts

Staff Contact: Eric Helm, City Manager
Jodie Hartman, Director of Finance

Discussion

On April 2, 2024 the City Council authorized a two year award of Hotel/Motel Tax Funding to various program participants. The Raue Center for the Arts received an award of $150,000 per year for two years. According to the program guidelines, the funds are to be released on a reimbursement basis for event/activity related activities.

The Raue Center for the Arts has submitted a request to advance $75,000 of their annual $150,000 allotment for upcoming event expenses. The expenses are for artist fees, licensing fees and event marketing expenses. Should the advance request be granted, the Raue Center for the Arts would be required to submit documentation post-event(s) demonstrating how the $75,000 was spent. No further distributions of Hotel/Motel Tax would be released until sufficient documentation has been submitted and reviewed. This is proposed as a one-time exception to the policy; future distributions would be subject to the reimbursement protocol of the program guidelines.

Recommendation:

Adopt a Resolution to authorize the City Manager to release an advance of $75,000 in Hotel/Motel Tax Funding to the Raue Center for the Arts.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS, the City has established Hotel/Motel Tax Funding Guidelines to manage the distribution of Hotel/Motel Tax funds; and

WHEREAS, on April 2, 2024, the City Council approved an annual allocation of $150,000 to the Raue Center of the Arts in Hotel/Motel Tax Funding; and

WHEREAS, the Raue Center for the Arts has requested an advance of $75,000 from their annual allocation.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an advance of $75,000 in Hotel/Motel Tax Funding to the Raue Center of the Arts from their 2024/25 allocation as an exception to the Hotel/Motel Tax Funding Guidelines.

DATED this 21th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 21, 2024
APPROVED: May 21, 2024

Draft

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: AP Petro Inc., d/b/a Crystal Lake BP, located at 281 W. Virginia Street

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 36 licenses to 37 licenses, in order to allow for the issuance of a new Class 13 liquor license to AP Petro Inc., d/b/a Crystal Lake BP, located at 281 W. Virginia Street

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

Background:
AP Petro Inc., d/b/a Crystal Lake BP, has purchased the gas station located at 281 W. Virginia Street, and requested a Class 13 liquor license to sell packaged alcohol at their location. Liquor licenses are not transferrable. Upon surrender of the previous owner's Class 13 liquor license for the station, the number of Class 13 licenses will automatically be reduced by one to 36.

A Class 13 license authorizes the sale of alcoholic liquors on the premises specified in the license in packages only but not for consumption on the premises where sold between the hours of 7:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday, Friday and 7:00 a.m. Saturday and 2:00 am. Sunday and 7:00 a.m. Sunday and 2:00 a.m. Monday. A Class B type restaurant may be located on the premises. The annual fee for such a license shall be $625.

Current Class 13 License Holders:

Name	Address	Zoning
7-Eleven	60 W. Terra Cotta (Northside Center)	"O PUD"
7-Eleven	1024 McHenry Ave.	"B-1 PUD"
7-Eleven	6225 Northwest Highway	"B-1 PUD"
Casey's	1095 Pyott Road	"B-2 PUD"
Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"
Casey's #3983	4220 Northwest Highway	"B-2"
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"

Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"
Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"
Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
Nick's General Store/Yoga on Lake	1309 North Avenue	"R-2"
LaRosita of Mesos Group, Inc.	131 Main Street	"B-4"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Mobil Mart	250 N. Route 31	"B-2"
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Off The Vine	129 N. Main Street	""B-4"
Omni Petroleum (Mobil CL)	451 W. Virginia Street	
Phillips 66	415 W. Virginia Street	
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Osco Drug	6140 Northwest Highway (The Commons S.C.)	"B-2 PUD"
RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Thorntons LLC	911 Tek Drive	
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
Wal-Mart	1205 Route 31	"B-2 PUD"

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

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

- Surrender of previous owner liquor license
- Payment of prorated license fee
- Proof of ownership or lease

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the creation the issuance of a new Class 13 liquor license for AP Petro Inc., d/b/a Crystal Lake BP, located at 281 W. Virginia Street.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 13 License shall be increased from 36 to 37.

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 21st day of May 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 21, 2024
APPROVED: May 21, 2024

Draft

04/30/2024

Respected Mayor & City Council Members

Crystal Lake, IL

Re: **Application for Liquor Resale License at 281 W Virgina St Crystal Lake IL**

Most humbly I wish to state that we are the new owners of the Crystal Lake BP Station located at 281 W Virginia St.

We are writing formally to request a liquor resale license for Class 13 at our new business, AP Petro Llc. We along with our staff are committed to complying with all applicable laws and regulations.

I have attached all the documents as required in the application. Please feel free to reach out to me for any further information you need.

Thank you for your time and consideration.

Sincerely,

Rajeev Bharel

President AP Petro

LL24-000005
Liquor License

Applicant Name	Rajeev Bharel
Applicant Email	appetro281@gmail.com
Applicant Address	2244 Pontiac cir NAPERVILLE IL 60565-3296
Applicant Company Name	AP PETRO INC.
Applicant Company Address	281 W VIRGINIA ST CRYSTAL LAKE IL 60014
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 13
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	AP PETRO LLC
DBA	CRYSTAL LAKE BP
Phone Number	[redacted]
Contact Person Name	Rajeev Bharel
Contact Person Email	appetro281@gmail.com
Contact Person Address	2244 Pontiac cir NAPERVILLE IL 60565-3296
Contact Person Company Name	AP PETRO INC.
Contact Person Company Address	281 W VIRGINIA ST CRYSTAL LAKE IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	Rajeev Bharel
Manager Email	appetro281@gmail.com
Manager Address	2244 Pontiac cir NAPERVILLE IL 60565-3296
Manager Company Name	AP PETRO INC.
Manager Company Address	281 W VIRGINIA ST CRYSTAL LAKE IL 60014
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	
Manager Status	Change in Manager
Citizenship	Yes

Officer Full Name and Title	Rajeev Bharel
Home Address	2244 PONTIAC CIR NAPERVILLE IL 60565
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	
Officer Full Name and Title	GURINDER S SAINI
Citizenship	No
Does this officer have a middle initial?	1
Home Address	6703 COLLVILLE PL INDIANAPOLIS IN 46326
Date of Birth	[redacted]
Phone Number	
Email	appetro281@gmail.com
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Own
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas 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 f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No

Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	05/20/2025
Is your Surety Bond Continuous?	No
Surety Bond Expiration	04/09/2025
Check this box to confirm above statement	1
Payment Type	Full Amount

Background Request Letter: Gurinder Identity verfifcation.jpg
If not a Citizen, please submit Proof of legal US Residency: Gurinder visa.jpg
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Letter to Village Crystal Lake Liquor license.pdf
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: AP Petro.pdf
Surety Bond ($1000 payable to City of Crystal Lake): LIQUOR BOND AP PETRO.pdf
Upload signed affidavit Click Here for form: Affidavit Rajeev Bharel.pdf
Upload signed affidavit Click Here for form: Affidavit Gurinder Saini.pdf

AFFIDAVIT

STATE OF ILLINOIS)
) **SS**
COUNTY OF WILL)

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:

RAJEEV BHAREL — PRESIDENT
Printed Full Name — Title

Rajeev Bharel — 05/06/2024
Applicant Signature — Date

N/A — N/A
Printed Full Name — Title

N/A — N/A
Applicant Signature — Date

Subscribed and sworn to before me this

6th day of May, 2024.

Joseph Chester Karczewski
Notary Public

My commission expires: 05/11/2024

(SEAL)

JOSEPH CHESTER KARCZEWSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires May 11, 2024

AFFIDAVIT

STATE OF INDIANA)
) **SS**
COUNTY OF MARION)

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:

GURINDER SINGH SAINI — VICE PRESIDENT

Printed Full Name — **Title**

Applicant Signature — 05/02/2024 — **Date**

Printed Full Name — **Title**

Applicant Signature — **Date**

Subscribed and sworn to before me this

2 **day of** May, 2024.

Notary Public

My commission expires: 07/28/2030

(SEAL)

KATHERINE L MATHES
NOTARY PUBLIC - SEAL
STATE OF INDIANA
COMMISSION NUMBER NP0742680
MY COMMISSION EXPIRES JULY 28, 2030

POWER OF ATTORNEY

RLI Insurance Company

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

Bond No. LSM1881346

Know All Men by These Presents:

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

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

Principal: AP Petro

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

Type Bond: Liquor License

Bond Amount: $ 1,000.00

Effective Date: April 9, 2024

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 9th day of April, 2024.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 9th day of April, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 9th day of April, 2024.

RLI Insurance Company

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

A0083221_R

RLI®
SURETY

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

LICENSE AND PERMIT BOND

Bond No. LSM1881346

KNOW ALL MEN BY THESE PRESENTS:

That we, AP Petro
281 Virginia st
Crystal Lake, IL 60014

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

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

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 9th day of April, 2024, and ending on the 9th day of April, 2025.

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

Dated this 9th day of April, 2024.

Principal
(Individual, Partner or Corporate Officer)

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By _____

Eric Raudins — Sr. Vice President

Property Protection

Blanket coverage	Limit
Blanket coverage - Buildings - All locations	$1,004,554

Risk information for Location 1 - Building 1

Address:	281 W VIRGINIA ST	Windstorm/Hail:	Property deductible
City/State:	CRYSTAL LAKE, IL	Insured interest:	Building owner
Zip code:	60014	Building construction:	Masonry noncombustible
County:	MCHENRY	Year built:	1968
Sprinkler:	0%	Annual sales/revenue:	$500,000
Sprinkler type:	N/A		
Property deductible*:	$5,000		
Production or process machinery deductible:	$1,000		
Production or process machinery deductible - Income protection:	1x day		
Class code(s):	30005B Convenience store - no commercial cooking - with gas sales 13454 Gasoline station - no automobile repair		

**Property deductible applies unless otherwise indicated below.*

Location 1 - Building 1 summary

Coverage	Deductible	Limit
Property coverage part		
Building: Comprehensive perils, 90% coinsurance, Replacement cost		Blanket
Business personal property: Comprehensive perils, 90% coinsurance, Replacement cost		$100,000
Income protection		Actual loss sustained
Period of indemnity - 12 months		

Risk information for Location 1 - Building 2

Address:	281 W VIRGINIA ST	Windstorm/Hail:	Property deductible
City/State:	CRYSTAL LAKE, IL	Insured interest:	Building owner
Zip code:	60014	Building construction:	Masonry noncombustible
County:	MCHENRY	Year built:	1968
Sprinkler:	0%		
Sprinkler type:	N/A		
Property deductible*:	$5,000		
Production or process machinery deductible:	$1,000		
Production or process machinery deductible - Income protection:	1x day		
Class code(s):	80006 Gas pump - with canopy		

**Property deductible applies unless otherwise indicated below.*

Location 1 - Building 2 summary

Coverage	Deductible	Limit
Property coverage part		
Building: Comprehensive perils, 90% coinsurance, Replacement cost		Blanket

Risk information for Location 1 - Building 3

Address:	281 W VIRGINIA ST	Windstorm/Hail:	Property deductible
City/State:	CRYSTAL LAKE, IL	Insured interest:	Building owner
Zip code:	60014	Building construction:	Masonry noncombustible
County:	MCHENRY	Year built:	1968
Sprinkler:	0%		
Sprinkler type:	N/A		
Property deductible*:	$5,000		
Production or process machinery deductible:	$1,000		
Production or process machinery deductible - Income protection:	1x day		
Class code(s):	10367A Car wash - automatic		

**Property deductible applies unless otherwise indicated below.*

Location 1 - Building 3 summary

Coverage	Deductible	Limit
Property coverage part		
Building: Comprehensive perils, 90% coinsurance, Replacement cost		Blanket

Liability Protection

Commercial general liability coverage

Coverage	Deductible	Limit
Bodily injury and property damage		$1,000,000 Each occurrence
Personal and advertising injury		$1,000,000 Any one person or organization
Medical expense payments		$5,000 Any one person
Damage to premises rented to you – Fire legal liability		$1,000,000 Any one premises
General aggregate		$2,000,000
Products – Completed operations aggregate		$2,000,000
Non-owned and hired automobile liability		Included
Damage to customers autos - Legal liability	$200	Included
Deductible liability insurance		
A $250 deductible applies per claim to property damage		

Loc	Bldg	State	Class code	Exposure base	Amount
1	1		13454 Gasoline station - no automobile repair	Gallons	30,000
1	1		30005B Convenience store - no commercial cooking - with gas sales	Annual sales	$500,000
1	2		80006 Gas pump - with canopy	Items	1
1	3		10367A Car wash - automatic	Annual sales	$76,000

Policy Optional Coverages and Exclusions

Coverage	Deductible	Limit
Cyber suite	$1,000 Per occurrence	$50,000 Aggregate
Cyber extortion		$10,000
Misdirected payment fraud		$10,000
Computer fraud		$10,000

Policy Optional Coverages and Exclusions *(continued)*

Coverage	Deductible	Limit
Telecommunications fraud		$10,000
Data breach response expenses		Included
Public relations		$10,000 Per occurrence
Reputational harm		$10,000 Per occurrence
Computer attack		Included
Public relations		$10,000 Per occurrence
Reward payments		Included
Reward payments sublimit per policy period		$25,000 Per occurrence
Privacy incident liability		Included
Privacy incident defense		
Privacy incident liability		
Network security liability		Included
Network security defense		
Network security liability		
Electronic media liability		Included
Electronic media defense		
Electronic media liability		
Identity recovery – Owners and employees		$25,000
Liquor liability	$1,000 Per common cause	
Each person bodily injury limit		$1,000,000
Each person property damage limit		$1,000,000
Loss of means of support or loss of society limit		$1,000,000
		$2,000,000 Aggregate
Total alcohol sales – Other: $75,000		
Non-owned and/or hired uninsured/underinsured motorist bodily injury – Illinois		$1,000,000 Per person/ $2,000,000 Per accident

Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
Exclusion – Abuse or molestation
Exclusion – Data breach response expenses

Extensions and additional coverages

Extensions and additional coverages - Not additional limit:

Coverage	Deductible	Limit	Premium
Additional insured - Lessor of leased equipment			Included
Additional insured - Managers or owners of buildings			Included
Additional insured - Mortgagee, assignee, or receiver			Included
Building ordinance or law - Income protection		Income protection limit	Included
Building ordinance or law - Undamaged part of the building*		Bldg limit	Included
Collapse*		Bldg limit	Included
Damage to customers autos	$200		Included
Equipment breakdown - Ammonia contamination*		$25,000	Included
Equipment breakdown - Electronic data restoration*		$50,000	Included
Equipment breakdown - Expediting expenses*		$25,000	Included
Equipment breakdown - Hazardous substances*		$25,000	Included
Equipment breakdown - Off-premises equipment breakdown*		$25,000	Included
Equipment breakdown - Off-premises utility properties failure*		$25,000	Included
Equipment breakdown - Public relations*		$5,000	Included
Equipment breakdown - Refrigerated Property		Business personal property limit	Included
Equipment breakdown - Temperature change		Business personal property limit	Included
Fences, walks, unattached outbuildings, tennis courts, and inground swimming pools*		$25,000	Included
Fire legal liability			Included
Fungus, wet rot, dry rot and bacteria (*not available in NY*)*		$25,000	Included
Host liquor liability			Included
Incidental medical malpractice			Included
Lawns*		$2,500 per loss	Included
Merchandise in shipment*		Business personal property limit	Included
Moving clause*		Business personal property limit	Included
Municipal supervisors			Included
Non-owned and hired automobile liability			Included
Non-owned watercraft (under 51 feet in length)			Included
Primary and non-contributory insurance			Included
Refrigerated property*		Business personal property limit	Included
Temperature change*		Business personal property limit	Included
Trees, shrubs, and plants*		$1,000 Ea./$10,000 per loss	Included
Volunteer workers - Medical payments			Included
Waiver of subrogation			Included

Extensions and additional coverages - Additional limit:

Coverage	Deductible	Limit	Premium
Accounts receivable*	$200	$25,000	Included
Arson and theft reward (*not available in NY*)*	$0	$10,000	Included
Attorney's fees		$250	Included
Building ordinance or law-Increased cost of construction*		$25,000	Included
Check, credit, debit card forgery or alteration*	$200	$5,000	Included
Collapse - Sinkhole fill-in expenses*		$20,000	Included
Counterfeit money*	$100	$1,000 per workday	Included
Debris removal*		5% of Bldg & Business personal property + $25,000	Included
Demolition cost		$25,000	Included
Electronic data processing equipment - Computer virus*		$15,000	Included

Extensions and additional coverages - Additional limit *(continued)* :

Coverage	Deductible	Limit	Premium
Electronic data reproduction - Expenses for reproduction or replacement*		$25,000	Included
Employee dishonesty*	$200	$10,000	Included
Expenses for loss adjustment*	$0	$5,000	Included
Expenses for security*	$0	$2,500	Included
Fine arts*		$25,000	Included
Fire department service charge*	$0	*All reasonable Charges*	Included
Fire extinguisher recharge*	$0	*All reasonable Charges*	Included
Heating and air conditioning equipment*		$20,000	Included
Income protection- Computer operations*	$0	$25,000	Included
Income protection for dependent properties*	$0	$25,000	Included
Income protection - Off-premises utility properties failure*	24 Hour waiting period	$25,000	Included
Key replacement*	$200	$5,000	Included
Laptop computers off-premises*	$200	$10,000	Included
Money and securities*	$500	$10,000	Included
Motor truck cargo		$25,000	Included
Motor truck cargo - Tools & equipment*		$1,000	Included
Newly acquired or constructed property - Buildings*		50% of Building (up to $500,000)	Included
Newly acquired property - Business personal property*		25% of Business personal property (up to $250,000)	Included
Newly acquired property - Income protection*		One month's actual loss of business income (up to $250,000)	Included
Non-owned detached trailers*	$200	$5,000	Included
Peak season*		25% of Business personal property	Included
Personal articles*	$200	$10,000	Included
Pollutants clean up and removal*		$25,000	Included
Property in danger*		Business personal property limit (up to 45 days)	Included
Temporarily off-premises - Business personal property and PPO*		$25,000	Included
Temporarily off-premises - Sales samples*		$5,000	Included
Transportation*		$25,000	Included
Valuable papers & records*	$200	$25,000	Included

** Coverage applies if building and/or business personal property exists. See "Property coverage part" for details.*

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: City Code Amendment to Increase the Number of Class 23 Liquor Licenses – Applicant: 3A Sunrise LLC, d/b/a Sunrise Liquor & Tobacco, located at 450 Illinois Route 31, Unit 150

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 23 liquor licenses from the currently permitted 0 licenses to 1 license, in order to allow for the issuance of a new Class 23 liquor license to 3A Sunrise LLC, d/b/a Sunrise Liquor & Tobacco, located at 450 Illinois Route 31, Unit 150

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

Background:
3A Sunrise LLC, d/b/a Sunrise Liquor & Tobacco, has purchased the liquor store located at 450 Illinois Route 31, Unit 150, has requested a Class 23 liquor license to sell packaged alcohol at their location. Liquor licenses are not transferrable. Upon surrender of the previous owner's Class 23 liquor license for the store, the number of Class 23 licenses will automatically be reduced by one to zero.

A Class 23 license authorizes the sale of alcoholic liquors on the premises specified in the license in packages only but not for consumption on the premises where sold between the hours of 7:00 a.m. and 10:00 p.m. Sunday through Thursday and 7:00 a.m. and 11:00 p.m. Friday and Saturday. A Class B type restaurant may be located on the premises. The annual fee for such a license shall be $625.

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:

- Surrender of previous owner liquor license
- Payment of prorated license fee

The attached Ordinance approves an increase in the number of Class 23 liquor licenses in order to allow the creation the issuance of a new Class 23 liquor license for 3A Sunrise LLC, d/b/a Sunrise Liquor & Tobacco, located at 450 Illinois Route 31, Unit 150.

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 23 License shall be increased from 0 to1.

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 21st day of May 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 21, 2024
APPROVED: May 21, 2024

Draft

LETTER FOR NEW CLASS 23 LIQUOR LICENSE APPLICATION

Date: 05/05/2024

Subject: Liquor License Class 23 Application Request

Respected Mayor Mr. Haig Haleblian and All Members of City Council of Crystal Lake,

I, Arth Bhatiya, a resident of Carol Stream and my partner Anish Kharvari, a resident of Hoffman Estates have decided to purchase an existing liquor store business DBA: Sunrise Liquor & Tobacco located at 450 State Rte 31 Unit 150 Crystal Lake IL 60012.

Sunrise Liquor & Tobacco has been serving the community of Crystal Lake and Mchenry County since 2017. To continue doing the same we would like to apply for a new liquor license under our LLC : 3A Sunrise LLC. We would request you to please approve our license.

Current Plans:

Our current plan is to run the store 7 days a week from 10am to 10 pm from Sunday to Thursday & 10 am to 11 pm on Friday and Saturday.

We would be serving the community with high quality liquor, food and other beverage products. We would make sure that the community is benefitted by our operations.

We plan on selling only packaged liquor products for off-premises consumption.

About US:

My partner Anish Kharvari has more than 26 years of experience running and operating a liquor store business and currently owns liquor store DBA : Golf Liquors located at 510 W Golf Rd, Schaumburg, IL 60195. He has been serving the community of Schaumburg since past 25 years. His expertise is in Sales, Management, Leadership, Customer Service and relationships. Customers love him and he has become a part of their lives by serving them joyfully.

I am a young entrepreneur who loves to do business. I have been in the field of business since I was 15 years old, managing family jewelry business and hospitality business. I love Retail Sales, Management, leadership, community development and developing new relationships. I have developed strong knowledge for the liquor business and through this venture we aim to serve the community of Crystal Lake and Mchenry County in the best possible way.

We request you to please approve our request of a liquor license.
Thank you.

LL24-000007
Liquor License

Applicant Name	Arth Bhatiya
Applicant Email	SunriseliquorCL@outlook.com
Applicant Address	
Applicant Company Name	Sunrise Liquor & Tobacco
Applicant Company Address	450 State Rte 31 Unit 150 Crystal Lake IL 60012
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 23
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	3A Sunrise LLC
DBA	Sunrise Liquor & Tobacco
Phone Number	[redacted]
Contact Person Name	Arth Bhatiya
Contact Person Email	SunriseliquorCL@outlook.com
Contact Person Address	
Contact Person Company Name	Sunrise Liquor & Tobacco
Contact Person Company Address	450 State Rte 31 Unit 150 Crystal Lake IL 60012
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	Arth Bhatiya
Manager Email	SunriseliquorCL@outlook.com
Manager Address	
Manager Company Name	Sunrise Liquor & Tobacco
Manager Company Address	450 State Rte 31 Unit 150 Crystal Lake IL 60012
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	
Manager Status	Current Manager
Citizenship	No

Officer Full Name and Title	Arth Ashish Bhatiya
Home Address	543 W Lies Rd. Apt. 4 Carol Stream, IL - 60188
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	CBSliquor@outlook.com
Officer Full Name and Title	Anish Dhirajlal Kharvari
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	367 Oaktree Ct Hoffman Estates IL 60169
Date of Birth	[redacted]
Phone Number	
Email	
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	KPCL LLC
Address of Lessor	1013 N Seminary Ave Woodstock, IL 60098
Period Covered by Lease	05/2024 - 04/2026
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas 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 f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be	No

disqualified to receive a license by reason of any matter or	
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	06/15/2025
Is your Surety Bond Continuous?	No
Surety Bond Expiration	05/06/2025

Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: 3ASunriseLLC FinalLease.pdf
Background Request Letter: Finger Print Document.pdf
If not a Citizen, please submit Proof of legal US Residency: Arth GC.jpg
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Letter New Liquor License .pdf
Owner / Registered Agent Signature: signature.png
Proof of Liquor Liability Insurance: LiquorLiabilityInsurance.pdf
Surety Bond ($1000 payable to City of Crystal Lake): Surety Bond.pdf
Upload Certificate of Occupancy Click Here for form: Occupancy Application.pdf
Upload signed affidavit Click Here for form: Signed Affidavit.pdf

AFFIDAVIT

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

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

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

Please sign below:

ARTH. A. BHATIYA
Printed Full Name Title

Arth 05/07/2024
Applicant Signature Date

Printed Full Name Title

Applicant Signature Date

Subscribed and sworn to before me this
7th day of May, 2024.

Notary Public

My commission expires: April 18, 2025

(SEAL)

OFFICIAL SEAL
MELANIE A. NEBEL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 18, 2025

AFFIDAVIT

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

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

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

Please sign below:

ANISH P. KHARVARI — 5/7/24
Printed Full Name — Title

A Kharvari — 5/7/24
Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

7th day of May, 2024.

Melanie A. Nebel
Notary Public

My commission expires: April 18, 2025

(SEAL)

OFFICIAL SEAL
MELANIE A. NEBEL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 18, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2024

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

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

PRODUCER

Raval Insurance Agency, Inc.
11013 N Wood Stock St, Suite,- 112
Huntley, IL- 60142

CONTACT NAME: Raval
PHONE (A/C, No, Ext): 224-569-6424 FAX (A/C, No): 224-858-4296
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hataway GUARD Ins Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

3A Sunrise LLC, dba:- Sunrise Liquor & Tobacco
450 N Rt,31 Unit 150
Crystal Lake,IL-60012

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC	A		THBP549077	06/15/2024	06/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 1,000,000 $ included $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	Liquor Liability			THBP549077	06/15/2024	06/15/2025	CSL$1,000,000/-	

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

Retail:- Liquor Store Located as above address

30 Days notice of cancellation

CERTIFICATE HOLDER

City of Crystal Lake
100 W Wood Stock, St
Crystal Lake, IL-60014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Bond No. 0022

FB-9006.1

LICENSE AND PERMIT BOND

StateFarm

STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS, That we, **3A SUNRISE LLC**
of **367 OAKTREE CT HOFFMAN EST, IL 60169** as Principal, and STATE FARM FIRE AND CASUALTY COMPANY, a corporation organized under the laws of the State of Illinois, having its principal office in the city of Bloomington, Illinois, as Surety, are held and firmly bound unto **City of Crystal Lake**
in the full and aggregate sum of **one thousand dollars exact** Dollars (**$1,000**) lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the said Principal has been granted a **liquor license**

for a term beginning **05/06/2024** and ending **05/06/2025**

NOW, THEREFORE, if the above Principal shall indemnify and save harmless the Obligee, against loss by reason of said Principal's breach of any ordinance, rule or regulation relating to the above described license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

Provided, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days notice in writing to the said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days; but said Surety so filing said notice shall not be discharged from any liability already incurred under this bond or which shall accrue hereunder before the expiration of said thirty (30) day period.

This bond may be continued from year to year by means of a continuation certificate.

Signed, sealed and dated this **6th** day of **MAY**, **2024**.

ARTH. A. BHATIYA
Principal

By: Arth

STATE FARM FIRE AND CASUALTY COMPANY

By:
Attorney-in-fact

STATE FARM FIRE AND CASUALTY COMPANY CORPORATE SEAL BLOOMINGTON, ILLINOIS

LEASE AGREEMENT

TERM OF LEASE BEGINNING	ENDING
May 1, 2024	April 30 2026

MONTHLY GROSS RENT (INCLUDING CAM & TAX)	DATE OF LEASE	LOCATION OF PREMISES
See Below Rent Table	May 1, 2024	450 N State Rte 31 Unit 150 Crystal Lake IL 60012 5000 sqft.

PURPOSE: Liquor Store

RENT:	Monthly	Deposit
Rent See Below		$6000.00

******RENT STARTS ON THE DAY OF APPROVAL OF LIQUOR LICENSE RECEIVED FROM CRYSTAL LAKE CITY AND STATE LIQUOR LICENSE **********

Rent Table first Five years

May 1, 2024 – Feb. 28, 2025	No Monthly Rent
Mar. 1, 2025 – Feb. 28, 2026	$3000.00
Mar. 1, 2026 – Feb. 28, 2027	$3250.00

LESSEE		LESSOR	
NAME:	3A Sunrise LLC	**NAME:**	KPCL LLC
ADDRESS:	450 N State Rte 31 Unit 150	**ADDRESS:**	1013 N Seminary Ave
CITY:	Crystal Lake IL 60012	**CITY:**	Woodstock, IL 60098

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in

advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. **RENEWAL.** Option to renew additional lease term of 5 years starting Mar. 1, 2027 agreed upon terms.
3. **GAS AND ELECTRIC CHARGES.** Lessee will be responsible for all **Utilities.**

4. **SUBLETTING; ASSIGNMENT.** The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained, nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby, nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained.
5. **LESSEE NOT TO MISUSE.** Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person.

Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

6. **CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.
7. **REPAIRS AND MAINTENANCE**. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.
8. **ACCESS TO PREMISES**. Lessee shall allow Lessor, or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same. Lessor agrees not to interfere with any of Lessee's business operations.
9. **NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.
10. **RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises, and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

11. **MAINTAINANCE**: Lease will have all responsibility to maintain, repair, replace. Any and all repair requires in Leased Premise during period of Lease and at end of term. Lease will be responsible of maintaining or repairing the HVAC, Doors and Windows.
12. **FIRE AND CASUALTY**. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.
13. **TERMINATION; HOLDING OVER**. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1. or (b) creation of a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of $150 dollars per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.
14. **LESSOR'S REMEDIES**. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or to the extent permitted by law without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises, and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof, The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.
15. **RIGHT TO RELET.** If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency, but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.
16. **COSTS AND FEES**. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of

Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

17. **LESSOR'S LIEN.** Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.
18. **REMOVAL OF OTHER LIENS.** In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.
19. **REMEDIES NOT EXCLUSIVE.** The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof
20. **NOTICES.** Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.
21. **MISCELLANEOUS.** (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease. (b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part. (c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns. (d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. (e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.
22. **SEVERABILITY.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE: 3A Sunrise LLC

By: Arth Bhatiya

LESSOR: KPCL LLC

Piyush Patel

A Khan

By: Anish Kharvari

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: Sign Variation for a wall mural totaling 645 square feet

Petitioner: Hank Besant, petitioner
135 Beardsley Street

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

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

Background:

- The proposed mural is on the east side of 135 Beardsley Street building facing the Beardsley Street parking lot. Two tenants occupy this building, The Other Side and Dark Heart Tattoo.

Analysis

- The petitioner is requesting a wall mural on the east side of the building, which faces the Beardsley Street parking lot. The wall is approximately 48.3 feet in length by 15.63 feet in height for a total of approximately 755 square feet (including the windows and doors). The mural will be approximately 645 square feet.
- Tenants in multi-tenant buildings are permitted up to 50 square feet of signage. The Other Side currently has two awnings with small signs on each. Dark Heart Tattoo has approximately 46 square feet of signage.
- The mural is a three-part mural. The left side is a figure helping up another figure, the middle is two figures in a state of gratitude, and the right side is two figures at The Other Side drinking coffee.
- There are two (2) other businesses in the City with wall murals. Lucky Brake has had a mural since the 1980s and the current size is approximately 490 square feet. Wee Little Paws received a sign variation in 2022 for two (2) wall murals totaling 950 square feet.

- The Historic Preservation Committee reviewed the mural and they did not have concerns with painting the brick.

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

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

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

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

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

1. Approved plans, as approved by the City Council:
   A. Application (Besant, dated 04/12/2024, received 04/17/2024)
   B. Sign Plans (Besant, undated, received 04/17/2024)

2. The mural painting shall be maintained in good condition.

3. The approval for the mural is limited to the current tenant. Any future tenant request for a mural must be approved through the sign variation process.

4. If this business closes or relocates the façade must be painted to match the existing elevations within 90 days.

Votes Required to Pass: Simple majority vote

PIQ Map
135 Beardsley Street



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIGN VARIATION FOR THE OTHER SIDE AT 135 BEARDSLEY STREET

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-71) before the City of Crystal Lake, the Petitioner has requested a sign variation to allow a wall mural totaling 645 square feet of signage for The Other Side at 135 Beardsley Street; and

WHEREAS, a hearing of the request was held before the City of Crystal Lake City Council on May 21, 2024 in the manner and in the form as prescribed by Ordinance and Statute; and

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

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

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

Section I: That a sign variation be granted to allow a wall mural up to 645 square feet, with for The Other Side at 135 Beardsley Street (14-33-351-055), Crystal Lake, Illinois.

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

1. Approved plans, as approved by the City Council:
   A. Application (Besant, dated 04/12/2024, received 04/17/2024)
   B. Sign Plans (Besant, undated, received 04/17/2024)

2. The mural painting shall be maintained in good condition.

3. The approval for the mural is limited to the current tenant. Any future tenant request for a mural must be approved through the sign variation process.

Draft

4. If this business closes or relocates the façade must be painted to match the existing elevations within 90 days.

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

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

DATED at Crystal Lake, Illinois, this 21st day of May, 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: May 21, 2024
Approved: May 21, 2024

Draft

City of Crystal Lake
Sign Variation Application

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

Property Address: 135 BEARDSLEY ST. CRYSTAL LAKE IL 60014

Petitioner Information	***Sign Owner Information (if different)***
Name: HANK BESANT	Name:
Address: 135 BEARDSLEY ST CRYSTAL LAKE IL 60014	Address:
Telephone:	Telephone:
Email: HANKB@NDARS.ORG	Email:

Sign Details

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

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

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

Variation Requested: WE WOULD LIKE TO PAINT A THREE PART MURAL ON OUR EXTERNAL WALL. ONE PART IS A HAND HELPING UP ANOTHER, THE MIDDLE IS TWO FIGURES IN A STATE OF GRATITUDE, THE RIGHT PART IS THE TWO FIGURES OCCUPYING THE OTHER SIDE DRINKING COFFEE.

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

1. Unique Hardship: Explain how the proposed variation will not serve merely as a convenience, but alleviate some demonstrable and unusual hardship THIS MURAL REPRESENTS THE OTHER SIDE, A SOBER SPACE FOR CONNECTIVITY.

2. Not harm public welfare: The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The proposed variation will not be itself, or with other signs, contribute to the creation of visual distraction which may lead to personal injury or a substantial reduction in the value of property THIS IMAGE REPRESENTS SUPPORTING ONE ANOTHER

3. Consistent with Intent: The proposed variation is in harmony with the intent, purpose, and objectives of the Ordinance YES

Signatures

HANK BESANT 04/12/24

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

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

Robert GATTON 04-12-24

Property Owner: Print and Sign name Date:

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


645 square feet
(without windows and door)
48'-2 3/4"
15'-7 1/2"
THE OTHER SIDE
HEAD CUP
ONE WAY

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Pathway Court Multi-Family

Requests:

1. Comprehensive Land Use Plan Amendment from Urban Residential to High Density Residential
2. Rezoning from R-2 Single Family Residential to R-3B PUD Multi-Family Residential
3. Preliminary and Final Planned Unit Development and Variations for a 272-unit apartment complex, reduced from 312.

Petitioner: Jordan Michalkiewicz, petitioner
295, 345, and 395 Pathway Court

PZC Recommendation: The Planning and Zoning Commission made a motion to approve the petitioner's request that failed 2-4. The PZC have not sent an approval motion forward.

City Council Discretion:

A. To deny the petitioner's requests as presented at the Planning and Zoning Commission (PZC) meeting.
B. To approve the petitioner's revised requests as presented to the City Council by:
A motion to approve a Comprehensive Land Use Plan Amendment from Urban Residential to High Density Residential, the Rezoning from R-2 Single Family Residential to R-3B PUD Multi-Family Residential, and a Preliminary and Final Planned Unit Development and Variations for a 272-unit apartment complex, reduced from 312.

Staff Contact: Elizabeth Maxwell, City Planner

Background:

- The request was presented at the May 7th City Council meeting. There was concern with the density of the project. The developer stated they could reduce the density and still provide a high-quality project with architecture and exterior materials and finishes, as well as amenities throughout the site.

- The project has been revised to 272 units, a reduction of two 20-unit buildings. The proposed density is 11.4 du/ac and increases the buffer to 386 feet to the single family.
- The revised site plan also highlights the adjacent uses, sandwiched between the church/school campus and railroad tracks to the west and east and between commercial and single family to the south and north making this ideal for a transition zoning and use.
- The properties are vacant and were originally part of the Immanuel Lutheran Subdivision. The lots are zoned R-2 Single Family Residential.
- In 2019, Immanuel Lutheran Church requested a Final Plat Amendment to alter the condition of approval that required financial participation regarding the railroad track removal and Congress Parkway intersection improvement. The amended condition is listed below, which requires a development agreement for the four lots, which would outline their participation in the cost of the future improvements. That development agreement was approved September 3, 2020.

    2. ~~The owner(s), their heirs and assigns, of the four lots within the Immanuel Lutheran Church Subdivision, shall not object to a Special Service Area (SSA) being created on the properties and their participation in any future SSA to connect Teckler Boulevard with Congress Parkway (and all associated costs), if this connection is approved via a future development approval. A covenant running with the land shall be recorded on all four lots with this plat condition.~~ **The four (4) lots within the subdivision will be subject to a development agreement that will be recorded on the four lots to fund public improvements. The second access point, currently Congress Parkway, may change in the future due to the Union Pacific Railroad participation or not.**

- The future cost of improvements would be for the intersection of Congress Parkway and Teckler Boulevard across Main Street.
- The developer is requesting a Comprehensive Land Use Plan Amendment from Urban Residential to High Density Residential, Rezoning from R-2 Single Family Residential to R-3B PUD Multi-Family Residential, and Preliminary and Final Planned Unit Development and Variations for a 272-unit apartment complex.

PZC Highlights:

- The public and the PZC members raised several concerns about the project. The concerns were traffic, density, and changing the Comprehensive Plan and Rezoning for the use itself.
- **Traffic**
    - The petitioner used the City's Traffic Consultant Gewalt Hamilton to perform a traffic study.
    - Peak Traffic. The chart below shows the peak traffic based on day and time. The highest number of vehicles per peak hour would be coming home in the evening during weekdays. This would equate to 1.6 cars per minute.

Table 2: Trip Generation Calculations

Land Use	Units	ITE Code	Weekday Peak Hours						Saturday		
			Morning			Evening			Midday		
			In	Out	Sum	In	Out	Sum	In	Out	Sum
Apartment Complex - Low Rise Housing											
Immanuel Lutheran Apartments	312 Units	220	29	91	120	98	57	155	64	64	128
Total New Trips:			29	91	120	98	57	155	64	64	128

Source: ITE Trip Generation Manual, 11th Edition

- The capacity analysis results indicate that the increase from project site-generated traffic does not include significant delay additions to the surrounding intersections. No offsite improvements are required. The traffic study recommends:
  - Install stop signs along the two proposed site entrances onto Teckler Boulevard and Pathway Court for traffic exiting the site.
  - Maintain the existing all-way stop at Teckler Boulevard and Pathway Court traffic pattern through the new site access configuration.

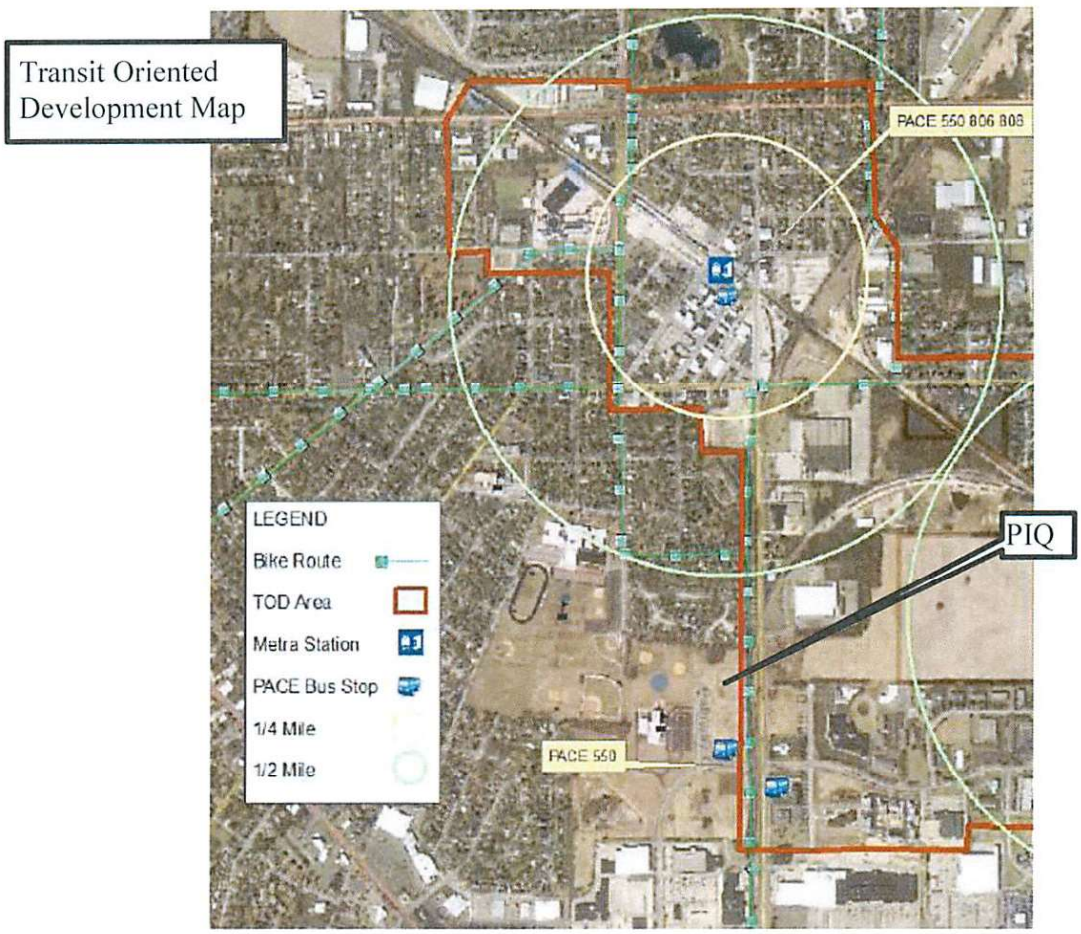
- Density
  - The petitioner is requesting 11.4 dwelling units per acre.
  - The City has recently approved several other multi-family projects that range in higher densities, Enclave is 21 du/ac, Springs is 15.4 du/ac, and Congress Apartments is 14 du/ac. See the full table below:

Enclave (2023)	21 du/acre
Springs (2021)	15.4 du/acre
DKI senior (2017)	8 du/acre
Darlington Apts (1986)	17.13
Gable Point (2012)	20 du/acre

Colony Square (1975)	14.8 du/acre
Congress Apts (2024)	14 du/acre
Uteg Apts (1960)	22.54 du/acre
Skyridge (1985)	10.7 du/acre
Pedcor (2012)	10 du/acre

  - If the project was reduced to 9 units per acre based on the proposed R-3B zoning it would allow 220 units.

- Multi-Family zoning
  - The property is just outside our ½ mile Transit Oriented Development (TOD) focus area. These properties are still very close to both train stations and along the PACE bus route. See the map below.
  - This project can still support many of the objectives in the TOD Plan.
    - Provide a greater range of housing options for people at all life stages and background within proximity to the Crystal Lake and Pingree Road Metra Stations.
    - Promote visually attractive facades.



The PZC recommended **approval (2-4), which did not pass** of the petitioner's request for the Comprehensive Land Use Plan Amendment, Rezoning, and Preliminary and Final Planned Unit Development.

City Council Discretion:

To deny the petitioner's requests as presented at the Planning and Zoning Commission (PZC) meeting. a Resolution for Denial is in the packet.

To approve the petitioner's requests as presented at the PZC meeting, an Ordinance for Approval is in the packet.

Should the Council make a motion 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 (3LP Acquisitions LLC, received 2/8/24)
   B. Revised Site Plan (AG Architecture, dated 5/13/24, received 5/13/24)
   C. Landscape Plan (The Sigma Group, dated 3/1/24, received 3/5/24)
   D. Engineering Plans (The Sigma Group, dated 3/1/24, received 3/5/24)
   E. Architecture (AG Architecture, dated 1/29/2, received 3/5/24)

F. Traffic Impact Study (Gewalt Hamilton, dated 3/1/24, received 3/21/24)
G. Preliminary Wetland Determination (A3E, dated 3/5/24, received 3/5/24

2. Landscape
   A. Provide a tree removal survey. Tree replacement shall meet the required replacement inches.
   B. The Teckler Boulevard right-of-way shall remain paved asphalt. The plans shall be updated with the permit submittal that the right-of-way is not altered.

3. The petitioner shall address all of the review comments and requirements of the City Departments of Public Works, Fire Rescue, Engineering, and Community Development, the City's Stormwater Consultant, and the Traffic Consultant Final Report.

4. These lots are subject to Ordinance 7598 and the subsequent Development Agreement for future roadway costs.

Appendix:

- Appendix A Objection Letters
- Appendix B Support Letter
- Appendix C Traffic Impact Study
- Appendix D Developer Market Study

Votes Required to Pass: A simple majority (4 votes).



SITE SUMMARY

TWO STORY WALK-UP BUILDINGS WITH 20 AND 23 UNITS PER BUILDING

(4) 23 UNIT -BUILDING AREAS

FIRST FLOOR: 13,485 SQFT
SECOND FLOOR: 13,209 SQFT

UNIT MIX	PER BUILDING	TOTAL
ONE BED	14	56
TWO BED	7	28
THREE BED	2	8
TOTAL	23	92

(11) 20 UNIT -BUILDING AREAS

FIRST FLOOR: 12,050 SQFT
SECOND FLOOR: 12,050 SQFT

UNIT MIX	PER BUILDING	TOTAL
ONE BED	11	99
TWO BED	7	63
THREE BED	2	18
TOTAL	20	180
PROJECT TOTAL		272

REQUIRED PARKING

1.5 PER ONE BED UNIT	232.5
2 PER 2 BED UNIT	182
2 PER 3 BED UNIT	52
.25 PER UNIT-GUEST	68
TOTAL	534.5 PARKING SPACES

OF STALLS PROVIDED 547

PARKING

ENCLOSED	183 STALLS
SITE STALLS	364 STALLS
TOTAL	547 STALLS (2.0 STALLS/UNIT)
CLUBHOUSE	13 STALLS

SITE AREA

23.8 ACRES
11.4 UNITS/ACRE

Pathway Court Development

Crystal Lake, Illinois

PRELIMINARY DRAFT - NOT FOR CONSTRUCTION

SITE PLAN

SCALE 1"=100' MAY 13 2024

A01 ARCHITECTURE

CITY OF CRYSTAL LAKE

A RESOLUTION DENYING APPLICATION PLN-2024-15 FOR COMPREHENSIVE LAND USE PLAN AMENDMENT TO HIGH DENSITY RESIDENTIAL, REZONING TO R-3B MULTI-FAMILY RESIDENTIAL, AND A PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT AND VARIATIONS FOR A 272-UNIT MULTI-FAMILY APARTMENT DEVELOPMENT AT 295, 345, AND 395 PATHWAY COURT (19-05-281-001, 19-05-427-001, 19-05-428-001)

WHEREAS, the City of Crystal Lake ("***City***") received an application ("***Application***") from 3LP Acquisitions LLC ("***Applicant***") for: (i) Comprehensive Land Use Map Amendment to High Density Residential, (2) Rezoning to R-3B Multi-Family Residential, (3) a Preliminary and Final Planned Unit Development and Variations for a 272-unit Proposed Multi-Family apartment development (*"Zoning Request"*); and

WHEREAS, the City Council Request is dependent on the approval of the Zoning Request; and

WHERAS, the Application for both the Zoning Request and City Council relates to the proposed development of the property commonly known as 295, 345, and 395 Pathway Court (19-05-281-001, 19-05-427-001, 19-05-428-001) ("***Property***"), and such development would include 13 multi-family buildings with 272 units with additional amenities such as a clubhouse and dog park (the "***Proposed Multi-Family development***"); and

WHEREAS, in accordance with the City of Crystal Lake Unified Development Ordinance Code (the "***UDO***") and pursuant to proper notice, the City's Planning and Zoning Commission (the "***PZC***") conducted a public hearing commencing and concluding on April 3, 2024 regarding the Application for the Zoning Request; and

Draft

WHEREAS, at the conclusion of the public hearing, the PZC recommended that the Application for the Zoning Request be approved by a 2-4 vote, which failed; and

WHEREAS, the City Council (the "***City Council***") has reviewed the Proposed Multi-Family apartment development application, the testimony and written comments submitted during the public hearing, the recommendation of the PZC, and the presentation, testimony, and comments received at the City Council hearing; and

WHEREAS, based on all the information and evidence received, the City Council (the "***Record***") has determined that the Application to allow the development of the Proposed Multi-Family apartment development on the Property is not in conformity with the standards and criteria set forth in the UDO and City Code and should be denied; and

WHEREAS, the City Council desires to formally set forth its determination and adopt certain findings of fact in support thereof, as set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, COUNTY OF MCHENRY, STATE OF ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Resolution as if fully set forth herein.

SECTION TWO: Findings of Fact. In light of the information and evidence presented in the Record, the City of Crystal Lake hereby makes the following findings that the applicable criteria have not been satisfied:

1. The existing uses and zoning of nearby properties do not support the rezoning.
2. The Record does not demonstrate any community need for the Proposed Multi-Family apartment development use.
3. The Record does not demonstrate that the Proposed Multi-Family apartment development is necessary or desirable on the Property.

Draft

4. The Record did not demonstrate that the Proposed Multi-Family apartment development use would not be detrimental to area property values so as to support the Zoning Request.

SECTION THREE: Denial of Application. Based upon the findings in Section Two, the City hereby denies the Application for the Zoning Request relating to development of the Proposed Multi-Family apartment development on the Property.

SECTION FOUR: Effective Date. That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

DATED at Crystal Lake, Illinois, this 21st day of May, 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____

Haig Haleblian, MAYOR

SEAL

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

Passed: May 21, 2024
Approved: May 21, 2024

Draft

Ord. No. 8030
File No. 316

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A COMPREHENSIVE LAND USE PLAN AMENDMENT TO HIGH DENSITY RESIDENTIAL, REZONING TO R-3B MULTI-FAMILY RESIDENTIAL, AND A PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT AND VARIATIONS FOR A 272-UNIT MULTI-FAMILY APARTMENT DEVELOPMENT AT 295, 345, AND 395 PATHWAY COURT

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-15) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Comprehensive Land Use Plan Amendment from Urban Residential to High Density Residential, Rezoning from R-2 Single Family Residential to R-3B Multi-Family Residential, and a Preliminary and Final Planned Unit Development and Variations for a 272-unit multi-family apartment development for Pathway Court Multi-Family at 295, 345, and 395 Pathway Court; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on March 15, 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 Comprehensive Land Use Plan Amendment, Rezoning, and Preliminary and Final Planned Unit Development and Variations, 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 Comprehensive Land Use Plan Amendment, Rezoning, and Preliminary and Final Planned Unit Development and Variations move forward with a 2-4 vote, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Comprehensive Land Use Plan Amendment, Rezoning, and Preliminary and Final Planned Unit Development and Variations be issued as presented by the petitioner.

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

Section I: That a Comprehensive Land Use Plan Amendment from Urban Residential to High Density Residential, Rezoning from R-2 Single Family Residential to R-3B Multi-Family Residential, and a Preliminary and Final Planned Unit Development and Variations for a 272-unit multi-family apartment

Draft

development for Pathway Court Multi-Family at 295, 345, and 395 Pathway Court (19-05-281-001, 19-05-427-001, 19-05-428-001), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (3LP Acquisitions LLC, received 2/8/24)
   B. Landscape Plan (The Sigma Group, dated 3/1/24, received 3/5/24)
   C. Engineering Plans (The Sigma Group, dated 3/1/24, received 3/5/24)
   D. Architecture (AG Architecture, dated 1/29/2, received 3/5/24)
   E. Traffic Impact Study (Gewalt Hamilton, dated 3/1/24, received 3/21/24)
   F. Preliminary Wetland Determination (A3E, dated 3/5/24, received 3/5/24

2. Landscape
   A. Provide a tree removal survey. Tree replacement shall meet the required replacement inches.
   B. The Teckler Boulevard right-of-way shall remain paved asphalt. The plans shall be updated with the permit submittal that the right-of-way is not altered.

3. The petitioner shall address all of the review comments and requirements of the City Departments of Public Works, Fire Rescue, Engineering, and Community Development, the City's Stormwater Consultant, and the Traffic Consultant Final Report.

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 a Comprehensive Land Use Plan Amendment, Rezoning, and Preliminary and Final Planned Unit Development and Variations in accordance with the provisions of this Ordinance, as provided by law.

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

DATED at Crystal Lake, Illinois, this 21st day of May, 2024.

City of Crystal Lake, an
Illinois municipal corporation

Ord. No. 8030
File No. 316

Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

Passed: May 21, 2024
Approved: May 21, 2024

Draft

May 13, 2024

Ms. Elizabeth Maxwell, AICP
City Planner | Community Development
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Re: Immanuel Lutheran Church Development Project

Dear City Council Members:

At the May 7th meeting, one of the Council Members indicated previous developments granted additional units per acre were due to "special circumstances". We cannot think of a more special circumstance than the fact that this property has been vacant for more than 20 years without one developer approaching them for a single-family development. In addition, we do not feel the request for 13 units per acre is unreasonable, since you recently supported the increase at the Enclave, as well as the new Water's Edge development being in excess of 20 units per acre. One additional "special circumstance" is that Immanuel will be investors in this project. It will be a blessing to not need to count only on attendance and tithing to keep Immanuel's doors open. We find this circumstance exciting in a day and age when churches are closing their doors all over our nation.

Out of the 11 houses that actually abut the Immanuel property directly to the north, you only have 4 residents opposed. All other residents in this subdivision (approximately 50 additional houses) were given the opportunity to join this group in opposition and no more than the 4 have come out to speak in opposition. To us this means the residents are either indifferent, or like us support the development. All other residents supporting these 4 individuals live in the area, but they do NOT directly abut this development, and are thereby not directly affected. Also, when the residents in opposition indicate there are residences to the west, it isn't true. To the west of this development is the Immanual Lutheran Church and School, vacant land to the south of the school building (which will eventually be the sanctuary), the Little League Field further west, as well as Central High School to the west/north. There are no homes abutting this project to the west.

Professionals conducting studies and market research support this development. We believe everyone should trust the experts and the research and allow this development to move forward. We would even go as far as suggesting to the Council they modify their zoning from 9 units per acre to 14 units per acre. With recent developers requesting additional units per acre, it would seem practical/logical.

We think Mayor Haleblian said it beautifully when he said projects like this are an incubator to grow. As he also said – and we agree - if a municipality (or business) doesn't grow, it dies. This development would help our downtown and our small businesses.

Both Mayor Haleblian and Councilwoman Brady realize young professionals are for the most part not interested in the "American Dream" of a single-family residence, or they simply can't afford such an investment. We agree with Haig and Ellen that this is the current reality.

We will state once again we feel the project is nicely done. We think it is an excellent transition project between commercial (Jewel, Hobby Lobby, etc.) properties and our neighborhood to the north. We are in complete support of rezoning and variances requested for the project. The church/school just west of the project and the ballfields/high school property have always been a nice transition between commercial and residential, and we really don't see how/why this project is any different.

Also, we imagine at one time this neighborhood was probably rezoned from farm/agriculture to residential. We believe in some instances, (this being one) rezoning is a really good idea.

Thank you for considering our opinion and thank you all for everything you do for our GREAT community of Crystal Lake. It is indeed a Nice Place to Live.

Sincerely,

Barbara Verseman Steve Verseman

Barbara and Steve Verseman
27 Hill Drive
Crystal Lake IL 60014
[redacted]

Crystal Lake Mission & History

Crystal Lake Mission & History

- Our mission is to **enhance and preserve the history, natural resources and unique cultural traditions of the community,** as well as provide fiscally sound and responsive services, programs, and facilities with the highest degree of professionalism, integrity, and efficiency so that Crystal Lake continues to be a great place to live and work.
- **In 1996**, concerned citizens had to **remind the City of our core values by opposing the proposed construction on this same parcel of land.** Fortunately, **the City Council & Mayor listened and upheld the single-family R-2 zoning.**

Pathway Courts Project Proposal

- This **project contradicts Crystal Lake's mission,** and we urge the City Council to heed the concerns of its citizens in 2024 and maintain the single-family R-2 zoning.
- The proposed project **is near identical to** the proposed construction **plan that citizens spoke out against in 1996.**

Our zoning laws were designed with a purpose

➢Making money at the expense of neighbors is not the purpose of zoning!

Section 1-700 District Purposes

This sections sets forth, **The purpose of the districts to guide zoning decisions in a manner that achieves the purpose of the City's Comprehensive Land Use Plan.** For each of the districts, there is a general purpose statement, a description of the character to be achieved, and the uses the district is intended to provide. This Ordinance rejects as outdated and inappropriate the concept of hierarchical and cumulative zoning and except as noted herein, and is based upon the concept that each district should be designed to accomplish a specific purpose, **to encourage a particular type of development and to protect that development from being encroached upon by incompatible types of development.**

Character

R-2 Zoning - 4.15 units/acre description

A. Single-Family (E, RE, R-1, **R-2**) Districts.

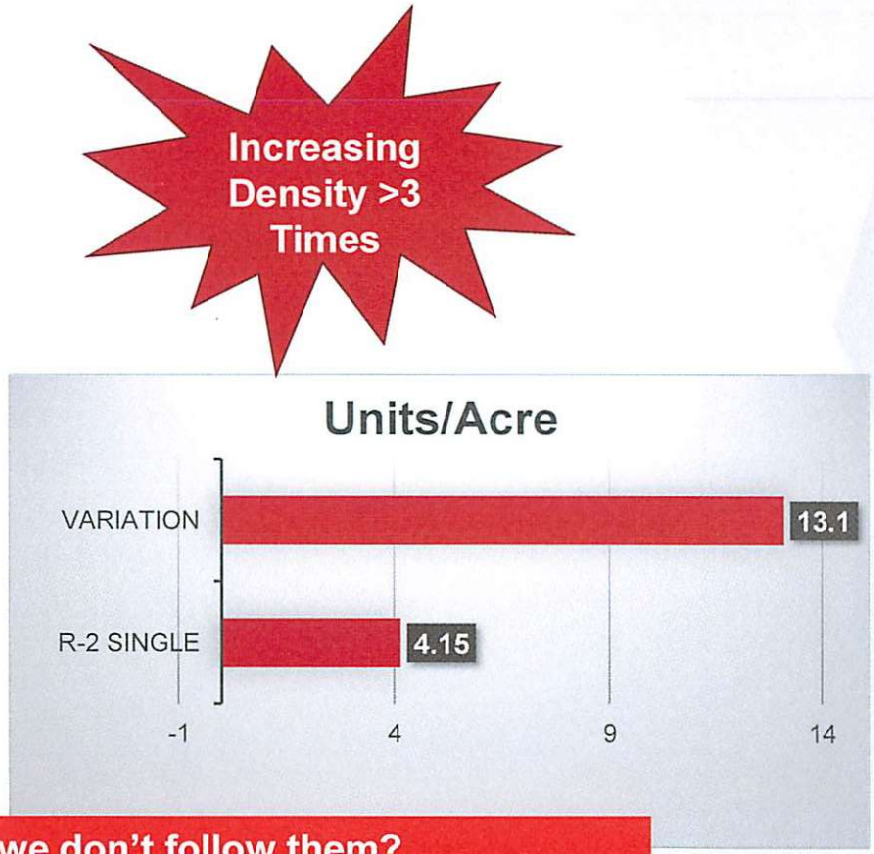
1. **General:** These districts are the City's **primary single-family detached residential districts**. They permit a wide range of residential living styles and encourage a variety of housing types.
2. **Character:** These **districts allow a low to moderate density of development. They are characterized by a balance between the landscape and built environment with on-site landscaping and tree-lined streets that shelter the buildings. Open space and low impervious surface ratios characterize the built environment.**
3. **Uses:** These districts are planned for residential neighborhoods, with a range of housing types to meet all residential needs. Complementary uses such as certain civic and open uses are permitted, but are subject to restrictions set forth in this Ordinance to preserve the residential nature of these districts.

Citizens' concerns

- Citizens **are against** a comprehensive land use plan amendment to change zoning from R-2 Single-Family Residential to R-3B PUD Multi-Family Residential along with the additional variance to accommodate a 312-unit apartment rental complex **increasing the density to 13.1**.
- Crystal Lake historic neighborhood residents attended the Planning & Zoning Commission (PZC) meeting on April 3 to be heard.
- The **PZC agreed with the citizens and voted 4 to 2 against** the amendment, citing concerns about the density, increasing number of rental projects and their impact on community. **One of the PZC members is a neighbor impacted by this, she said NO! Interestingly, one of the "yes" votes happens to be the spouse of a City Council Member.**
- Despite points raised, Immanuel Lutheran Church highlighted the **FINANCIAL benefits** to their organization. Critical considerations regarding density, safety, infrastructure, resources, and the neighborhoods' character are overlooked.

Zoning changes increase density >3 times

1. Comprehensive Land Use Plan **Amendment from Urban Residential to High Density** Residential.
2. Rezoning from R-2 Single-Family Residential **(4.15 units per acre)** to R-3B PUD Multi-Family Residential. This allows **9 units per acre**.
3. Preliminary and Final Planned Unit Development with **Variation to increase the dwellings to 13.1 per acre**.
4. **Variance requested from the maximum length of a multifamily building of 200 feet to accommodate buildings 210 and 238 feet in length.**



Why do we have zoning laws if we don't follow them?

Deviates from community's surrounding context

- A zoning change from single-family residential to multi-family residential, accompanied by increased density variance, **represents a radical shift in the character** of our long-standing community.
- This zoning alteration **deviates from the established single-family neighborhood's surrounding context.**



Saying it another way…

- Area is appropriately zoned single family residential.**(See R-2 zoning description Appendix A)**
- Single family homes border it to the north and to the west.
- 312 apartments and 600+ parking spaces adjacent to two established single-family neighborhoods in the heart of historic downtown is **not aligned with the Crystal Lake Mission, Zoning Purpose, or R-2 Character.**



North border neighboring single family homes.

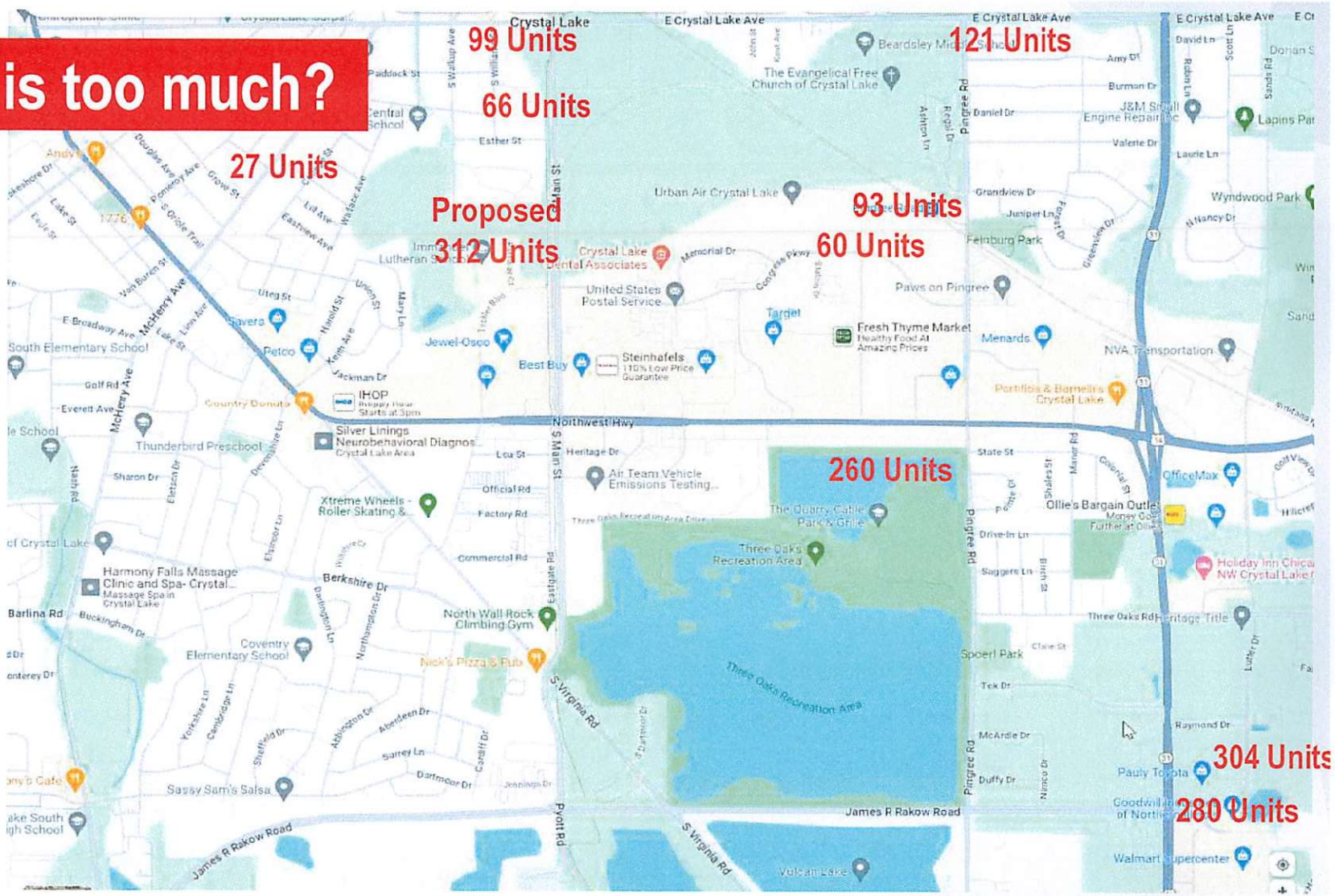
Transitional Apartments are Not Needed



- **Clearly, the footprint is <u>ALL</u> single family residential (R-2).**
- **<u>NO</u> transitional buffer of rental apartments exists to the north**
- **<u>NO</u> transitional buffer of rental apartments exists to the west.**

How much is too much?

Currently approximately 1300 rental units (3,000+ occupants) that have been built or will be built within 3 miles of the proposed Pathway Court Apartment Project



Apartment Projects

780 coming to Crystal Lake, twice the number in West Dundee!

APARTMENT PROJECTS IN PLANNING[1]: SUBURBAN AREAS GENERALLY PROXIMATE TO CRYSTAL LAKE

Municipality/ Proposed Development Name	Location	Builder/Developer	Current Status[2,3]	Leasing	Number of Units
Algonquin					
TBD (Gdn & TH)	Randall Road at Longmeadow Parkway	Atlantic Residential	CS	---	325
Carpentersville					
Iron Flats	Huntley Road and IL-31	WT Group	Approved	2024-25	130
Crystal Lake					
Courtyard at Congress Station	551 Congress Parkway	Paul Swanson/Equity Trust Co	IP	---	93
Clover Communities	731 East Terra Cotta Avenue	Terra Cotta Development LLC	IP	---	124
Redwood Crystal Lake	1120 Central Park Drive	Redwood USA	UC	2024-25	305
Water's Edge	5857 Northwest Highway	Heartland RE Partners	UC	2024-25	280
Fox River Grove					
TBD	County Line Road at IL-22	Redwood USA	CS	---	110
Block B Redevelopment	Northwest Highway at Illinois Street	American Construction Services	CS	---	80
Downtown Redev-Phase I	US 14 and Algonquin Road	Grove Residential	ON HOLD	---	100
West Dundee					
TBD (Redev Spring Hill Mall)	IL-72 and 8th Avenue	NA	CS	---	TBD
Village West (TH & Rnch Dplx)	IL-72 and Randall Road	SR Jacobson	CS	---	380
			Market Area Total[3]		***1,907***

[1] As of November 2023.
[2] Status key: Concept Stage (CS); In Planning (IP); Approved (A); Permits issued/under construction (UC).
[3] Excludes developments with unit counts and product idioms yet to be determined.

Source: Tracy Cross & Associates, Inc.

Apartment Projects

2

COMPOSITE SUMMARY: SELECTED NEWER APARTMENT DEVELOPMENTS
– THE CRYSTAL LAKE MARKET AREA –

Municipality/ Development	Year Built	Number of Units	Number Vacant	Percent Vacant	Average Unit Size (Sq. Ft.)	Rent Characteristics: Average Posted September 2022	Rent Characteristics: September 2023 Average Posted $	Rent Characteristics: September 2023 Average Posted $/Sq.	Rent Characteristics: September 2023 Average Effective $	Rent Characteristics: September 2023 Average Effective $/Sq. Ft.	Stabilized Developments[1] Number of Units	Stabilized Developments[1] Number Vacant	Stabilized Developments[1] Percent Vacant
Total/Average	---	*2,210*	*103*	*4.7*	*994*	*$2,050*	*$2,043*	*$2.06*	*$2,001*	*$2.01*	*2,210*	*103*	*4.7*
Algonquin	---	**220**	**5**	**1.7**	**973**	**$2,178**	**$2,141**	**$2.20**	**$2,141**	**$2.20**	**220**	**5**	**2.3**
Algonquin Square	2013	220	5	2.3	973	2,178	2,141	2.20	2,141	2.20	220	5	2.3
Crystal Lake	---	**644**	**17**	**2.6**	**939**	**$1,862**	**$1,762**	**$1.88**	**$1,726**	**$1.84**	**644**	**17**	**2.6**
Enclave at Crystal Lake-Flats[2]	*2023*	*48*	*NA*	*NA*	*860*	---	*1,920*	*2.23*	*1,920*	*2.23*	---	---	---
Enclave at Crystal Lake-THs[2]	*2023*	*51*	*NA*	*NA*	*1,783*	---	*3,204*	*1.80*	*3,204*	*1.80*	---	---	---
Skyridge Club	1988; 2000	364	0	0.0	919	1,424	1,571	1.71	1,571	1.71	364	0	0.0
The Springs at Three Oaks[3]	2021	280	17	6.1	966	2,431	2,011	2.08	1,928	2.00	280	17	6.1
East Dundee	---	**72**	**0**	**0.0**	**838**	**$1,455**	**$1,600**	**$1.91**	**$1,600**	**$1.91**	**72**	**0**	**0.0**
Main Street	2019	72	0	0.0	838	1,455	1,600	1.91	1,600	1.91	72	0	0.0
Elgin	---	**282**	**21**	**7.4**	**942**	**$2,058**	**$2,055**	**$2.18**	**$2,055**	**$2.18**	**282**	**21**	**7.4**
Watermark at the Grove[4]	2019	282	21	7.4	942	2,058	2,055	2.18	2,055	2.18	282	21	7.4
West Dundee	---	**992**	**60**	**6.0**	**1,059**	**$2,186**	**$2,232**	**$2.11**	**$2,162**	**$2.04**	**992**	**60**	**6.0**
1900 at Canterfield[5]	2018	260	7	2.7	946	2,027	2,062	2.18	2,032	2.15	260	7	2.7
Reserve at Randall[6]	2020	380	35	9.2	988	2,310	2,309	2.34	2,308	2.34	380	35	9.2
Villages at Canterfield	2000	352	18	5.1	1,220	2,169	2,274	1.86	2,099	1.72	352	18	5.1

[1] Excludes rental programs currently undergoing renovation and/or new programs undergoing initial absorption.
[2] Leasing to commence mid-December 2023 in anticipation of occupancy late-January 2024; excluded from market statistics.
[3] Occupancy July 2021. Stabilized October 2022 at an overall absorption rate of 18.0 units per month.
[4] Occupancy April 2019. Stabilized March 2021 at an overall absorption rate of 11.8 units per month.
[5] Occupancy May 2018. Stabilized November 2019 at an overall absorption rate of 13.5 units per month.
[6] Occupancy Phase I (300 units) May 2020. Stabilized May 2021 at an overall absorption rate of 22.8 units per month. Occupancy Phase II (80 units) March 2022. Stabilized April 2022 at an overall absorption rate of 16.9 units per month.

Source: Tracy Cross & Associates, Inc.

Crystal Lake is 2nd with the most apartments!

Who will pay for the future removal of the railroad?

- The properties are vacant and were originally part of the Immanuel Lutheran Subdivision. The lots are zoned R-2 Single Family Residential.
- In 2019, **Immanuel Lutheran Church requested a Final Plat amendment to alter the condition of approval that required financial participation regarding the railroad track removal and Congress Parkway intersection improvement.** The amended condition is listed below, which requires a development agreement for the four lots, which would outline their participation in the cost of the future improvements. That development agreement was approved September 3, 2020.

2. ~~The owner(s), their heirs and assigns, of the four lots within the Immanuel Lutheran Church Subdivision, shall not object to a Special Service Area (SSA) being created on the properties and their participation in any future SSA to connect Teckler Boulevard with Congress Parkway (and all associated costs), if this connection is approved via a future development approval. A covenant running with the land shall be recorded on all four lots with this plat condition.~~ **The four (4) lots within the subdivision will be subject to a development agreement that will be recorded on the four lots to fund public improvements. The second access point, currently Congress Parkway, may change in the future due to the Union Pacific Railroad participation or not.**

Woodfield Gardens
4700 Arbor Dr.
Rolling Meadows

Are we trying to become Rolling Meadows?



City Council Comments

- **To: Ellen Brady** – You don't see houses here, but WE do! If you still lived in this neighborhood, would you be for this?
- **To: Denise Smith** – It is Immanuel property for them to develop, **In line with the CURRENT ZONING like all TAX PAYING residents do!**
- **To: Mayor Haleblian** – We miss Aaron Shepley too! He was a great leader! He was a dedicated advocate for the **PEOPLE** in Crystal Lake. Per his obituary He once said that, "the role of the mayor should not be to force his vision on the people, it should be to have the vision to know what the people want." It was with this vision that Aaron sought to help the City of Crystal Lake and its citizens achieve its personal best. Aaron also supported the residents and fought D155 after they installed new bleachers at South High School, **IGNORING ZONING RULES!**
- **To: Mandy Montford - Sometimes doing the right thing is the most difficult! Thank you, Mandy Montford, the only person who seems to represent the people! We respect your knowledge about real estate. Maybe others should too!**

House Sold in 1 Day on Williams St.



Veterans: Check 2024 VA Loan Requirements | See how much home you can afford

Contingent

$410,000 Est. $2,824/mo

Are single family homes really not needed in the heart of Crystal Lake?

Safety concerns for bicyclist and pedestrians

- The Pathway Court project proposes one of its two main entrances to be located at Main Street and Teckler Road, **necessitating additional 600+ vehicles crossing over the heavily utilized bicycle path.**



Adding a stop sign will not be enough! Think bridge or tunnel. Crossing is not easy today.



The Almighty Dollar

- **What disheartens the neighbors the most is that the greedy hand of Immanuel Lutheran Church in cooperation with the city government is selling out their "great place to live" for profit.**
- If we centered ourselves around our city purpose, what could you see on this property?
  - Senior housing center
  - Ranch, cape cod, and bungalow homes for singles, first time home buyers, and seniors down-sizing
  - A city park in the center of town, the ONLY part of town without a park. We will help with a referendum if necessary.
  - A city pool
  - Extra practice fields and parking for Central
  - A band shell
  - A community garden for the food pantry
  - A restored Illinois prairie for endangered butterflies
- These things would benefit the community. We don't worship money, do you.....

Our longstanding motto…

Crystal Lake
A good place to live!

Or,

Crystal Lake
A good place to stay briefly?

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: May 21st, 2024

Item: Purchase of Archer 1200 Anti-Vehicle Barriers from Meridian Rapid Defense Group

Staff Recommendation: A motion approving the purchase of Archer 1200 Anti-Vehicle Barriers from Meridian Rapid Defense Group to assist the Crystal Lake Police Department with safety and security at special events within the City of Crystal Lake

Staff Contact: James Black, Chief of Police
Jodie Hartman, Finance Director

Background:

The Police Department is seeking authorization to purchase an additional eight Archer 1200 Anti-Vehicle Barriers from Meridian Rapid Defense Group, as a sole source provider, to be used during special events or critical incidents as a solution against vehicle intrusions and attacks.

The City of Crystal Lake permits numerous public events during the year that utilize public roadways. These range from larger events with thousands of attendees to smaller events with just hundreds of attendees. Unfortunately, incidents continue to occur at an increasing pace across the country, where vehicles are weaponized and used at special events. The purchase of anti-vehicle barriers not only increases the security provided at special events by limiting vehicle penetration should someone attempt to drive a vehicle into a secure area, but it will also reduce the costs associated with increased manpower and the utilization of other resources (such as large trucks from Public Works). It will also address citizens' concerns.

In 2023, the Police Department entered into a purchasing agreement with Meridian Rapid Defense Group to purchase eight Archer 1200 Anti-Vehicle Barriers, trailer, and other associated equipment. Those barriers have been successfully deployed to several Crystal Lake special events. The Archer 1200 Anti-Vehicle Barriers and associated equipment have been qualified as anti-terrorism technology by the US Department of Homeland Security. The barriers provide drop and stop convenience with no heavy equipment needed to deploy them. They can be utilized as a primary security system for entry points, roadways, and perimeters. The associated equipment with the barriers allows for one trained person to deploy eight barriers in under 10 minutes. In terms of efficiency, unbolted (not fixed to the surface) units can stop a vehicle traveling 30 miles per hour within 14 feet.

While other barrier systems are available, the Archer 1200 Barrier, manufactured and sold exclusively by Meridian Rapid Defense Group is unique for the following reasons:

- Fabricated of high strength steel made in the United States
- Non-electric, non-hydraulic design
- Ballistic rated for armor piercing NATO rounds up to .50 caliber ballistic rounds
- Unanchored stopping power certified to US DOD (Department of Defense)
- Unbolted units stop a vehicle traveling 30 mph within 14 feet
- Movable wheels for barrier deployment and locked in up position for stationary placement and fast installation
- Pivots on wheels with Archer Hauler or Archer Tow Bar connectors
- Can be connected as a barrier system with 4 foot or 10 foot Arrestor Cables.

Meridian Rapid Defense Group is the creator, manufacturer, and patent holder of these products. Meridian provides these barriers to other companies for sale and also maintains a local presence in Chicago. The Police Department has also researched similar products; however, those products are modular in nature, do not allow for pedestrian movement, and do not meet the City's current needs. Also, the Police Department is not requesting to buy a new hauling trailer or deploying equipment at this time. The trailer and deploying equipment, specifically designed for these barriers, which were purchased in 2023, will be used to haul and deploy these barriers.

The Police Department and is recommending that the City Council approve the purchase of the Archer 1200 Anti-Vehicle Barriers from Meridian Rapid Defense Group, as the sole source provider for the quoted cost of $54,905. The Finance Director/Procurement Officer has been consulted, and following review of other sources, agrees with the Police Department that contracting with Archer as the sole source for providing barriers which meet the needs of the City is in the best interests of the City.

Votes Required to Pass:
Simple majority.

Res. 24R -

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized to execute a purchasing agreement with Meridian Rapid Defense Group for the purchase of eight (8) Archer 1200 Anti-Vehicle Barriers for the cost of $54,905.00.

DATED this 21st day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 21, 2024
APPROVED: May 21, 2024

Draft

Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-10458

5/3/2024

Bill To
Commander Behning
City of Crystal Lake Police Department
100 W Woodstock Road
Crystal Lake IL 60014
United States

Ship To
Commander Behning
City of Crystal Lake Police Department
100 W Woodstock Road
Crystal Lake IL 60014
United States

Date	Expires	Shipping Method	Sales Rep
5/3/2024	8/1/2024		Logan Dowell

Item		Price Level	Quantity	Rate	Amount
AB1200	Archer 1200 Mobile Barrier	GSA	8	$6,513.75	$52,110.00
MRDG-F	Freight Charges		1	$2,795.00	$2,795.00

Subtotal	$54,905.00
Tax (6.25%)	$0.00
Total	$54,905.00

Notes:

Wire Transfer Instructions:
Meridian Rapid Defense Group Sales LLC
[redacted]

Check Remittance:
530 New Los Angeles Ave #115-345
Moorpark, CA 93021

QUO-S-10458

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: Grant of Municipal Utility Easement for the Installation of New Water Main

Staff Recommendation: Motion to adopt a Resolution approving Grant of Municipal Utility Easements for installation of new water main between the City of Crystal Lake and West Suburban Re Ent LLC and between the City of Crystal Lake and Chern Randall LLC and authorizing the City Manager to execute said Easements.

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

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Background

The City intends to install new water main in order to create "looping" in the existing water main system along Randall Road in advance of the County's Randall Road project. "Looping" of the water main creates a grid system where water can follow numerous pathways to reach the customer. The redundancy in the system makes it more reliable should there be a water main break. The new water main installation will occur on two separate private properties commonly known as 435 Angela Lane and 1637 Carlemont Drive. A grant of municipal easement is required for the City's contractor to install the new water main and for the City to maintain the water main in the future on each property. A copy of the grant of municipal utility easement for each property is attached for reference.

Recommendation

It is City staff's recommendation to approve the Grant of Municipal Utility Easements for installation of new water main between the City of Crystal Lake and West Suburban Re Ent LLC and between the City of Crystal Lake and Chern Randall LLC, and to authorize the City Manager to execute said easements. The easements have been reviewed and approved by the City's special counsel.

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

RESOLUTION

WHEREAS, the City of Crystal Lake is desirous of improving the City's water main system along Randall Road; and

WHEREAS, a municipal utility easement is necessary from the properties commonly known as 435 Angela Lane and 1637 Carlemont Drive for the City to construct and maintain a new water main.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a grant of municipal utility easement between the City of Crystal Lake and West Suburban Re Ent LLC and between the City of Crystal Lake and Chern Randall LLC to facilitate construction and maintenance of the new water main within the municipal utility easement areas.

DATED this 21st day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 21, 2024
APPROVED: May 21, 2024

Draft

PREPARED BY AND
AFTER RECORDING
RETURN TO:
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014
Attn: City Engineer

GRANT OF MUNICIPAL UTILITY EASEMENT

The undersigned owner, West Suburban Re Ent LLC, ("GRANTOR"), for one dollar and no cents ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys, this 9th day of May, 2024 to the City of Crystal Lake, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois, and its employees, agents, and contractors (hereinafter collectively referred to as the "GRANTEE") this non-exclusive Municipal Utility Easement, together with the right of access thereto, in, on, upon, under, over, and across the real estate owned by GRANTOR as shown and legally identified on Exhibit A attached hereto (the "Easement Premises") for the purpose of installing new water main (the "Water Main") within the Easement Premises (the "Project") utilizing equipment, machinery, and people. Said grant of Municipal Utility Easement shall include the right of the GRANTEE to excavate, regrade, and maintain the Easement Premises as well as store material and equipment on the Easement Premises.

Draft

1. GRANTOR does hereby grant and convey to GRANTEE and its contractors, forever, a non-exclusive perpetual Municipal Utility Easement as shown on Exhibit A over, under and across those portions of the Easement Premises for the purpose of the construction of the Project as well as the maintenance, operation, repair, removal, use, alteration of, and replacement of the Project, together with the right of access at all reasonable times to the Easement Premises area for those purposes.

(a) GRANTOR, its successors and assigns, shall have and retain all rights to the use and occupation of said Easement Premises, except as herein expressly granted and provided.

(b) GRANTEE shall be permitted to all reasonable times to inspect the Easement Premises and to enter upon the Easement Premises to ensure that the terms of this easement are being fulfilled and to perform maintenance and necessary work.

(c) Whenever GRANTEE shall enter the Easement Premises to exercise its rights, privileges or authorities under this easement, GRANTEE shall return the property to at least the same condition of cleanliness, grading and vegetation, seasonal change excepted, as existed at the time of entry.

(d) GRANTEE accepts responsibility for restoration from any and all construction disturbance which occurs relative to the Easement Premises, including restoring the grass.

2. GRANTOR agrees to not place any permanent buildings or plant trees within the said Easement Premise but they may place gardens, shrubs, and minimal landscaping.

3. GRANTOR agrees to maintain the surface material (ie: grass, pavement, concrete, etc).

4. GRANTEE shall not permit any lien to stand relative to any construction or work done in or on GRANTOR's property, pursuant to this grant of easement and upon notice from GRANTOR, GRANTEE shall promptly take all steps to have the lien released.

5. GRANTEE hereby covenants and agrees to save, defend, indemnify, and hold harmless GRANTOR, its board, elected and appointed officers, members, agents, and the like, from and against any and all claims, demands, causes of action, suits, actions (at law or in equity), judgments, liabilities, or expenses, including, but not limited to, reasonable attorneys' fees and court costs arising out of or in any manner pertaining to the Water Main within the Easement Premises or the performance of any work, maintenance, repair, or construction as may be performed by GRANTEE or any agent of GRANTEE, related to the Project including but not limited to any personal injuries, death, property damages, or lien claims in respect to the Easement Premises.

6. GRANTEE's contractor performing the work on the Project shall also provide GRANTOR with a Certificate of Insurance confirming that GRANTOR has been named as an "additional insured" on all policies of insurance and in the amounts required by GRANTEE in its Project Manual and bid documents for the Project.

7. GRANTEE shall ensure that the Contractor who performs the work complies with the Prevailing Wage Act and the Davis-Bacon Act, if applicable.

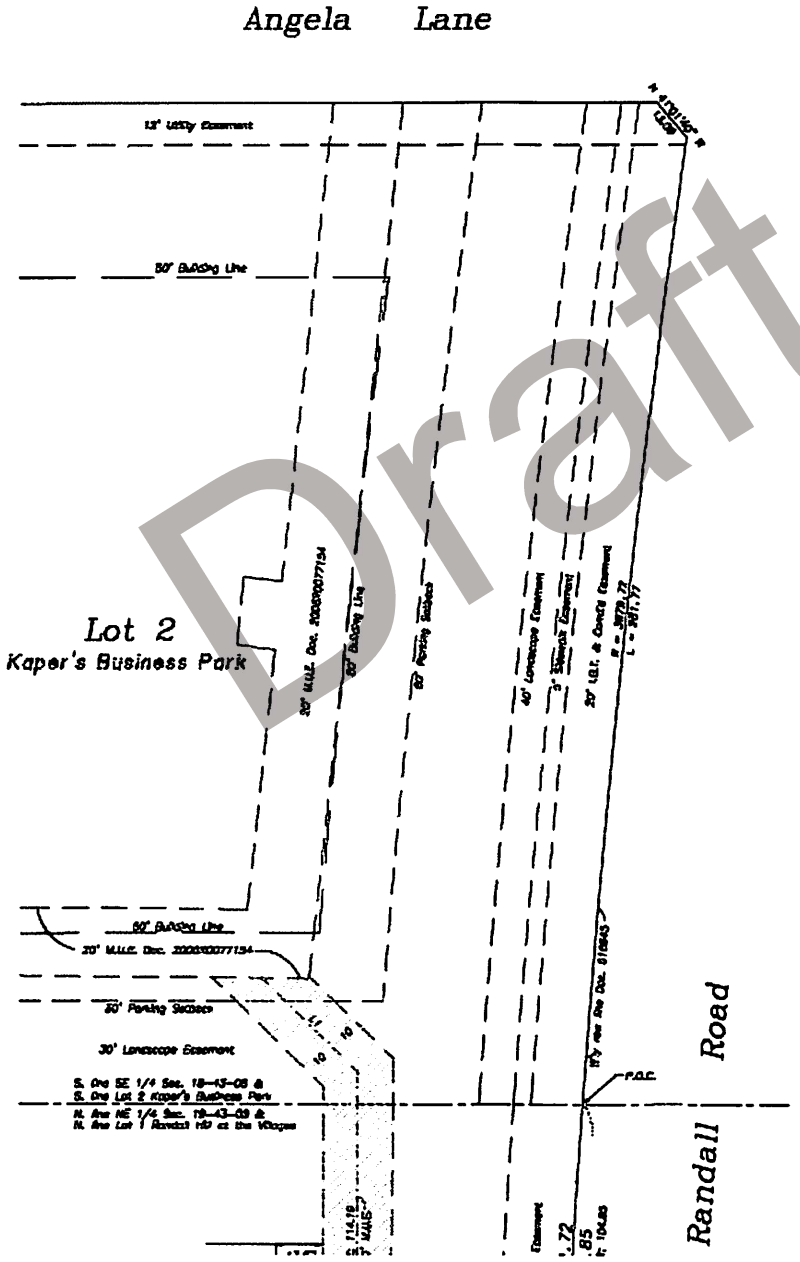
Draft

IN WITNESS WHEREOF, GRANTOR has executed, sealed, and delivered this Municipal Utility Easement and GRANTEE has caused this Municipal Utility Easement to be accepted and signed.

GRANTOR:	GRANTEE: CITY OF CRYSTAL LAKE
By:_____	By:_____ Eric Helm, Its City Manager
Attest:	Attest:
_____ Dated:	_____ Dated

Exhibit A: Description of Easement Premise

A 20 FOOT WIDE MUNICIPAL UTILITY EASEMENT OVER, UPON, UNDER AND ACROSS THAT PART OF LOT 2 IN KAPER'S BUSINESS PARK, BEING A RESUBDIVISION OF LOT 5 IN SKYRIDGE CLUB DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 13, 2000, AS DOCUMENT NUMBER 2000R0031802, IN MCHENRY COUNTY, ILLINOIS, AND ALSO THAT PART OF LOT 1 IN RANDALL HILL AT THE VILLAGES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 8, 1997, AS DOCUMENT NUMBER 97R049687, IN MCHENRY COUNTY, ILLINOIS, WHOSE CENTER LINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 IN RANDALL HILL AT THE VILLAGES SUBDIVISION (ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN SAID KAPER'S BUSINESS PARK) AND ALSO FALLING ON THE WESTERLY CURVED RIGHT OF WAY LINE OF RANDALL ROAD, RECORDED OCTOBER 31, 1969, AS DOCUMENT NUMBER 516645; THENCE SOUTHERLY ALONG THE CURVED WESTERLY RIGHT OF WAY LINE OF SAID RANDALL ROAD (ALSO BEING THE EASTERLY CURVED LINE OF SAID LOT 1) HAVING A RADIUS OF 3879.72 FEET AND BEING CONCAVE EASTERLY, AN ARC DISTANCE OF 104.85 FEET (CHORD BEARS SOUTH 03 DEGREES 10 MINUTES 43 SECONDS WEST) TO THE NORTH LINE OF AN EXISTING MUNICIPAL UTILITY EASEMENT LINE; THENCE SOUTH 89 DEGREES 36 MINUTES 47 SECONDS WEST ALONG SAID NORTH LINE, 59.63 FEET TO THE POINT OF BEGINNING OF SAID CENTER LINE; THENCE NORTH 00 DEGREES 11 MINUTES 59 SECONDS EAST, 114.19 FEET; THENCE NORTH 45 DEGREES 32 MINUTES 32 SECONDS WEST, 39.39 FEET TO THE SOUTH LINE OF AN EXISTING 20 FEET WIDE MUNICIPAL UTILITY EASEMENT, RECORDED OCTOBER 19, 2006, AS DOCUMENT NUMBER 2006R0077154, AND THE TERMINUS OF THIS CENTER LINE OF MUNICIPAL UTILITY EASEMENT.



PREPARED BY AND
AFTER RECORDING
RETURN TO:
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014
Attn: City Engineer

GRANT OF MUNICIPAL UTILITY EASEMENT

The undersigned owners, Chern Randall, LLC, an Illinois limited liability company, and Baric Randall, LLC, an Illinois limited liability company, ("GRANTOR"), for one dollar and no cents ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys, this XX day of XX, 2024 to the City of Crystal Lake, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois, and its employees, agents, and contractors (hereinafter collectively referred to as the "GRANTEE") this non-exclusive Municipal Utility Easement, together with the right of access thereto, in, on, upon, under, over, and across the real estate owned by GRANTOR as shown and legally identified on Exhibit A attached hereto (the "Easement Premises") for the purpose of installing new water main (the "Water Main") within the Easement Premises (the "Project") utilizing equipment, machinery, and people. Said grant of Municipal Utility Easement shall include the right of the GRANTEE to excavate, regrade, and maintain the Easement Premises for purposes of the Project and use of the Water Main thereafter.

Draft

1. GRANTOR does hereby grant and convey to GRANTEE and its contractors, forever, a non-exclusive perpetual Municipal Utility Easement as shown on Exhibit A over, under and across those portions of the Easement Premises for the purpose of the construction of the Project as well as the maintenance, operation, repair, removal, use, alteration of, and replacement of the Project, together with the right of access at all reasonable times to the Easement Premises area for those purposes.

(a) GRANTOR, its successors and assigns, shall have and retain all rights to the use and occupation of said Easement Premises, except as herein expressly granted and provided.

(b) GRANTEE shall be permitted to all reasonable times to inspect the Easement Premises and to enter upon the Easement Premises to ensure that the terms of this easement are being fulfilled and to perform maintenance and necessary work, provided at least 48 hours prior notice is made by overnight carrier or email with a read receipt requested addressed to the following individual(s) on behalf of Grantor:

Michael A. Cramarosso
Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2600
Chicago, IL 60601

mcramarosso@taftlaw.com

John C. McDonnell
Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2600
Chicago, IL 60601

jmcdonnell@taftlaw.com

(c) Whenever GRANTEE shall enter the Easement Premises to exercise its rights, privileges or authorities under this easement, GRANTEE shall return the property to at least the same condition of cleanliness, grading and vegetation, seasonal change excepted, as existed at the time of entry.

(d) GRANTEE accepts responsibility for restoration from any and all construction disturbance which occurs relative to the Easement Premises, including but not limited to restoring the grass and replacing any displaced trees in an area outside of the Easement Premises.

2. GRANTOR agrees to not place any permanent buildings or plant trees within the said Easement Premise but they may place gardens, shrubs, and minimal landscaping.

3. GRANTOR agrees to maintain the surface material (ie: grass, pavement, concrete, etc).

4. GRANTEE shall not permit any lien to stand relative to any construction or work done in or on GRANTOR's property, pursuant to this grant of easement and upon notice from GRANTOR, GRANTEE shall promptly take all steps to have the lien released.

5. GRANTEE hereby covenants and agrees to save, defend, indemnify, and hold harmless GRANTOR, its board, elected and appointed officers, members, agents, and the like, from and against any and all claims, demands, causes of action, suits, actions (at law or in equity), judgments, liabilities, or expenses, including, but not limited to, reasonable attorneys' fees and court costs arising out of or in any manner pertaining to the Water Main within the Easement Premises or the performance of any work, maintenance, repair, or construction as may be performed by GRANTEE or any agent of GRANTEE, related to the Project including but not limited to any personal injuries, death, property damages, or lien claims in respect to the Easement Premises.

Draft

6. GRANTEE's contractor performing the work on the Project shall also provide GRANTOR with a Certificate of Insurance confirming that GRANTOR has been named as an "additional insured" on all policies of insurance and in the amounts required by GRANTEE in its Project Manual and bid documents for the Project.

7. GRANTEE shall ensure that the Contractor who performs the work complies with the Prevailing Wage Act and the Davis-Bacon Act, if applicable.

IN WITNESS WHEREOF, GRANTOR has executed, sealed, and delivered this Municipal Utility Easement and GRANTEE has caused this Municipal Utility Easement to be accepted and signed.

GRANTOR:
CHERN RANDALL, LLC, an Illinois limited liability company, and
BARIC RANDALL, LLC, an Illinois limited liability company

By:_____
Paul Chernawsky on behalf of Chern Randall, LLC

Attest:

_____
Dated:

By:_____
Paul Chernawsky on behalf of Baric Randall, LLC

Attest:

_____
Dated:

GRANTEE:
CITY OF CRYSTAL LAKE

By:_____
Eric Helm, Its City Manager

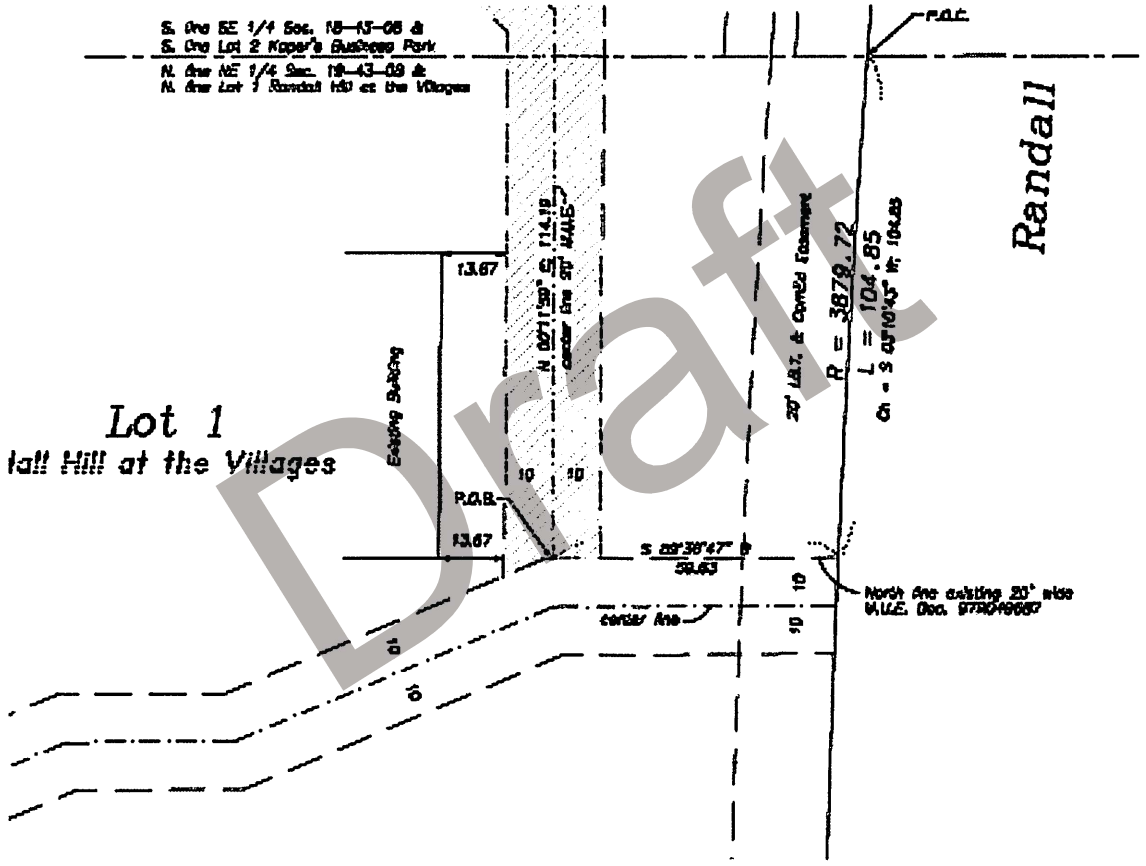
Attest:

_____
Dated

Draft

Exhibit A: Description of Easement Premise

A 20 FOOT WIDE MUNICIPAL UTILITY EASEMENT OVER, UPON, UNDER AND ACROSS THAT PART OF LOT 2 IN KAPER'S BUSINESS PARK, BEING A RESUBDIVISION OF LOT 5 IN SKYRIDGE CLUB DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 13, 2000, AS DOCUMENT NUMBER 2000R0031802, IN MCHENRY COUNTY, ILLINOIS, AND ALSO THAT PART OF LOT 1 IN RANDALL HILL AT THE VILLAGES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 8, 1997, AS DOCUMENT NUMBER 97R049687, IN MCHENRY COUNTY, ILLINOIS, WHOSE CENTER LINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 IN RANDALL HILL AT THE VILLAGES SUBDIVISION (ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN SAID KAPER'S BUSINESS PARK) AND ALSO FALLING ON THE WESTERLY CURVED RIGHT OF WAY LINE OF RANDALL ROAD, RECORDED OCTOBER 31, 1969, AS DOCUMENT NUMBER 516645; THENCE SOUTHERLY ALONG THE CURVED WESTERLY RIGHT OF WAY LINE OF SAID RANDALL ROAD (ALSO BEING THE EASTERLY CURVED LINE OF SAID LOT 1) HAVING A RADIUS OF 3879.72 FEET AND BEING CONCAVE EASTERLY, AN ARC DISTANCE OF 104.85 FEET (CHORD BEARS SOUTH 03 DEGREES 10 MINUTES 43 SECONDS WEST) TO THE NORTH LINE OF AN EXISTING MUNICIPAL UTILITY EASEMENT LINE; THENCE SOUTH 89 DEGREES 36 MINUTES 47 SECONDS WEST ALONG SAID NORTH LINE, 59.63 FEET TO THE POINT OF BEGINNING OF SAID CENTER LINE; THENCE NORTH 00 DEGREES 11 MINUTES 59 SECONDS EAST, 114.19 FEET; THENCE NORTH 45 DEGREES 32 MINUTES 32 SECONDS WEST, 39.39 FEET TO THE SOUTH LINE OF AN EXISTING 20 FEET WIDE MUNICIPAL UTILITY EASEMENT, RECORDED OCTOBER 19, 2006, AS DOCUMENT NUMBER 2006R0077154, AND THE TERMINUS OF THIS CENTER LINE OF MUNICIPAL UTILITY EASEMENT.



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Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: May 21, 2024

Item: Proposal Award – Residential and Commercial Water Meter Replacement Program Services

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Veregy for $69,046.31 allowing for a 10% contingency for unforeseen changes.

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

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Background:
The City of Crystal Lake owns and maintains approximately 14,000 water meters installed in residential, commercial, and industrial buildings using City water. Water meters reach the end of their life cycle around 20 years. As meters age, they begin to record less water than the actual use or stop reporting water use altogether. Ninety-percent (90%) of the City's meters will be between 17 and 27 years old in 2025. Therefore, there is a need to replace the water meters in the City.

The current technology the City uses for gathering the meter readings is called automated meter reading (AMR) that requires a City staff person to drive by every house and business once a month to collect the water meter reading. After being collected in the field, the meter data is brought back to City Hall on a mobile computer and is then downloaded and processed by the Finance Department.

Advanced metering infrastructure (AMI) is a newer technology that most communities are transitioning to during their meter replacement projects. AMI is an integrated system of water meters, communication networks, data management systems (enables two-way communication between meter endpoints), AMI provider, and utilities. AMI will reduce operating costs, such as not requiring field collection of meter data, and can create a better customer experience.

Consultant Selection Process:
The Public Works and Engineering Department followed the City's Purchasing Policy to solicit proposals from consulting firms for this project. City Staff advertised for consultant submittals

and performed interviews in February of 2024. Staff received submittals from Veregy, Baxter and Woodman, and Vass Solutions. All three consultants were interviewed. Each consultant proposed different business models for completing the work. Only one consultant, Veregy, offered the services, experience, and resident communication needed to complete all aspect of the needed project scope and would not overburden staff resources.

Residentail and Commercial Water Meter Replacement Program Services - Interview Ranking

Proposal Ranking Excellent = 4 Good = 3 Meets minimum expectations = 2 Does not meet all expectations = 1 Service Not offered = NA (0)	Committee's Relative Weight of Importance	Veregy √		Baxter& Woodman		Vass	
		Rating (0-4)	Weighted Rating	Rating (0-4)	Weighted Rating	Rating (0-4)	Weighted Rating
Criteria	(1-10)						
Presented an approach that demonstrated ability to perform phase 1 scope tasks.	10	4.00	40.00	1.00	10.00	2.25	22.50
Presented an approach that demonstrated ability to perform phase 2 scope tasks.	10	4.00	40.00	2.50	25.00	2.50	25.00
Excellent relationships with all water meter and AMI vendors and understanding of offerings.	9	4.00	36.00	2.75	24.75	1.75	15.75
Company history of recent projects in the Chicagoland area for water meter projects.	8	4.00	32.00	3.00	24.00	0.25	2.00
Communication plan with residents to ensure a sucessful project	8	4.00	32.00	3.50	28.00	2.50	20.00
Strategy to implement project with the consultant as primary contact and city staff as secondary source of information.	7	3.75	26.25	3.25	22.75	1.50	10.50
Experience with identifying project roadblocks and overcoming the issue.	5	3.75	18.75	2.50	12.50	3.25	16.25
Total Weighted Rating	57		225.00		147.00		112.00
INTERVIEW RANKING		3.95		2.58		1.96	

√ Recommended Proposer

City staff feels that Veregy's proposed fee and scope of services is appropriate for the scope of work expected by the City.

The staff at Veregy have been responsible for the meter replacement projects of Hanover Park, Hoffman Estates, Elmhurst, and many more communities in the Chicago suburbs over the past decade. Veregy's business model includes a turnkey approach to water meter replacement programs, starting with testing, an investment grade audit, investigations of different water meter vendors & communication technology, developing a communication plan, contractor selection, project scheduling & management, and staff training on the selected system. The other consultants offered some of the services of Veregy's turnkey model, but did not have experience or expertise in all of the essential scope items. Veregy's model is the best fit based on experience, expertise, and excellent customer service as reported by other communities who have done water meter exchange programs with Veregy.

With the selection of Veregy to perform this work, two separate contracts could be executed with the company. The first contract (phase one) for $69,046.31 would be for the investment grade audit (IGA) to evaluate the existing City meter & AMR system compared to other meter & AMI providers. In order to perform the IGA, the consultant will contract with an installer to randomly replace approximately 70 meters. The cost to purchase and install 70 meters to be sampled is included in the cost of the first contract. The consultant and City staff will identify the requirements

of the new meter/AMI system and then request prices to be submitted from multiple vendors. The consultant will also advertise for the installation of the 14,000 meters in town in order to obtain actual installation costs. Lastly, the consultant will use the IGA data, meter costs, and installation costs to provide a comprehensive cash flow analysis for budgeting and marketing of bonds to fund the project. The proposal award recommended for approval tonight is only for the first contract.

Once the tasks of the first contract are complete, the City will verify that the costs are appropriate and determine if the second contract (phase two) should be executed with Veregy. Under the terms of the second contract, Veregy would execute a contract with the selected subcontractor (meter installer) for installation of the meters & AMI system, engage in public relations and scheduling, coordinate integration of the AMI system, provide staff training on the new system, and ensure the highest level of customer service during the meter exchange program. At a future meeting, staff may recommend entering into the second contract. The total cost of both phases is estimated to be around $10,000,000, inclusive of all services and equipment necessary for completion.

Project Timeline and Cost:

With council approval of the first contract in late May, resident communication with the first 70 random meter installations is expected to begin immediately. The installation of the 70 test meters will be complete in November/December with a final financial analysis in December.

Date	Action Under Contract #1
May 2024	Consultant Consideration by Council for Approval
May to June 2024	Communications and Preliminary Engineering
June 2024	Meter & AMI Vendor Comparisons
July to August 2024	Meter & AMI Vendor Selection
September 2024	Place First Meter & AMI Order
November 2024	Replace "Test" Meters
December 2024	Conduct Financial Analysis

The second phase of the project will include the replacement of all meters in the City. Should the second phase contract be approved by the City Council with Veregy, the consultant proposes the schedule below.

Date	Action Under Contract #2
December 2024	Potentially Sign Second Contract with Veregy for Full Replacement Project
December 2024	Installation Contractor Selection
November 2024 to November 2025	Public Relations
March 2025	Delivery of Meter & AMI components
March 2025	Begin Installations
March 2026	Substantially Complete Project
June of 2026	Complete Project

Recommendation:

This contract is being presented pursuant to a request for qualification process. Under such process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City." City staff has reviewed the proposals received, and determined that the recommended consultant is the most well suited for the project.

Based on the proposals received, the City's evaluation criteria and the detailed review by staff, it is the recommendation of staff that Veregy be selected for the Residential and Commercial Water Meter Replacement Program Services. Veregy has recently worked on multiple other replacement programs and staff is satisfied with the recommendations. Sufficient funds are available in the Fiscal Year 2024B Budget for the first phase of this project.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to replace the water meters in the CITY; and

WHEREAS the CITY is desirous of accomplishing the meter replacement program in two phases; and

WHEREAS Phase One will consist of meter testing, an investment grade audit, vendor symposium, a 20 year cost analysis, and recommendation of the meter and advance meter infrastructure technology followed by Phase Two consisting of the actual meter replacements; and

WHEREAS, the CITY requires a consultant to conduct the necessary evaluations, analysis, recommendations, and project management for Phase One of this program; and

WHEREAS, proposals were publically solicited and reviewed, resulting in a determination that Veregy offered a proposal that is the most advantageous to the City.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement with Veregy for a Water Meter Replacement Program to complete Phase One of the evaluation for a contract at a not-to-exceed amount of $69,046.31; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted change orders for up to ten percent (10%) of the agreement value and to approve warranted time extensions.

Draft

DATED this 21st day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 21, 2024
APPROVED: May 21, 2024

Draft

Material Costs

Meter type	Quantity	Cost	Extended
5/8" Meter	15	$ 193.98	$ 2,909.70
3/4" Meter	49	$ 285.48	$ 13,988.52
1" Meter	4	$ 307.44	$ 1,229.76
1 1/2" Meter			$ -
2" Meter			$ -
3" Meter			$ -
4" Meter			$ -
6" Meter			$ -
AMI Endpoint			$ -
			$ 18,127.98

Installing contractor

Plumbing Installation

Meter type	Quantity	Labor	Extended
5/8" Meter	15	$ 198.31	$ 2,974.67
3/4" Meter	49	$ 198.31	$ 9,717.24
1" Meter	4	$ 198.31	$ 793.24
1 1/2" Meter			$ -
2" Meter			$ -
3" Meter			$ -
4" Meter			$ -
6" Meter			$ -
			$ 13,485.15

Additional costs

Meter testing	68	$ 39.04	$ 2,654.72
Mailings	200	$ 3.05	$ 610.00
Decals, Shirts	1	$ 1,220.00	$ 1,220.00
			$ -
			$ -
			$ -
			$ -
			$ 4,484.72

	Total Sub cost		$ 17,969.87
	Bond	3%	$ 539.10
	Subtotal		**$ 18,508.96**
Subcontracted Costs			**$ 18,508.96**

Veregy Internal costs

	Months		
PM	2	$ 30,195.00	$ 15,097.50
EE	2	$ 8,564.40	$ 17,128.80
Construction Insurance	1%		$ 507.35
Warranty	1.50%		$ 761.03
Safety	0.20%		$ 101.47
			$ -

	Total		**$ 33,596.15**
Material Costs			$ 18,127.98
Subcontracted Costs			$ 18,508.96
Veregy Internal costs			$ 33,596.15
	Overhead	0.0%	$ -
	Profit	0.0%	$ -
	Subtotal		$ 70,233.10
	Bond	1%	$ 702.33
	Discount		$ (1,889.12)
Veregy Contract	Total contract value		**$ 69,046.31**