CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
June 4, 2024
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Fire Rescue Swearing in Ceremony for New Firefighter/Paramedic, Lieutenant, and Battalion/Bureau Chiefs**

5. **Approval of Minutes – May 21, 2024**

6. **Accounts Payable**

7. **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.

8. **Mayor's Report**

9. **City Council Reports**

10. **Consent Agenda**
    a. **Special Event Request Amendment - Lakeside Legacy Foundation - 2024 Lakeside Fest, Opening Time Change – July 4, 2024**
    b. **Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver – Prairie Ridge High School Homecoming Parade**
    c. **Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver – Crystal Lake Central High School Homecoming Parade**
    d. **Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver – Crystal Lake South High School Homecoming Parade**
    e. **County Zoning Request - 609 North Avenue, Unincorporated Crystal Lake - Variations to allow for a setback of 9.06 feet from the required 15-foot setback from the north property line and a setback of 17.65 feet from the required 20 feet from the west property line**
    f. **County Zoning Request - 2708 Walkup Avenue, Unincorporated Crystal Lake - Reclassification from the "A-2" Agriculture District to the "E-1" Estate District with a variation to allow a minimum lot frontage of 135.58 feet instead of the minimum 150 feet required**

11. **New Directions Addiction Recovery Services – Zero Fest Special Event Request and Closure of Beardsley Street (August 23, 24 and 25 from Main Street to Ellsworth Street) – August 24, 2024**

12. **Ordinance approving amendment to the City Code to adopt Chapter 585 relating to the extension of Annexation Agreements**

13. **4910 E. Crystal Lake Avenue, Northern Tree Service– Annexation Agreement Public Hearing; First Amendment to Annexation Agreement with Pete Sonneville d/b/a Northern Illinois Tree Service, Inc. in order to allow a five-year extension of the Annexation Agreement**

14. **439 E. Terra Cotta Avenue, Storage America - Final Planned Unit Development for Storage of America at 439 E. Terra Cotta Avenue**

15. **5220 Northwest Highway, Martin Chevrolet– Special Use Permit Amendment**

16. **Purchase of a new Keltron LS-7000 Server from Fox Valley Fire & Safety**

17. **Ordinance waiving the procurement requirements for professional engineering services under City Code Section 102-8 and awarding the contract for Design Engineering Services for the Depot Park Public Place Project to Gewalt Hamilton**

18. **Approval of a change order providing additional compensation for electrical maintenance and repair services for traffic signals and streetlights provided during the third extension of the contract with Meade Inc., and appropriation of additional Motor Fuel Tax (MFT) funds for the general maintenance covering electrical maintenance services for traffic signals and streetlights**

19. **Approval of a change order providing additional compensation for design engineering services for the Edgewater Drainage Improvement**

20. **Collection Agency Services**

21. **Amended Financial Policies and Code Amendments**

22. **Council Inquiries and Requests**

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

24. **Reconvene to Regular Session**

25. **Adjourn**

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

Agenda Item No: 4

City Council
Agenda Supplement

Meeting Date: June 4, 2024

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

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

Background:

One new Firefighter/Paramedic and those promoted to Lieutenant, and two Battalion/Bureau Chiefs were officially sworn in by the City Manager at the time of hire or promotion.

At the June 4, 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/Bureau Chiefs Christopher Bedore and Darrell Cook.

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

Agenda Item No: 10a

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Special Event Request Amendment - Lakeside Legacy Foundation - 2024 Lakeside Fest, Opening Time Change and waiver of additional Police Officer assistance fees ($6,637.08) – July 4, 2024

Staff Recommendation: Motion to approve the Special Event Request Amendment to allow for an opening time of noon for July 4, 2024, and waiver of additional Police Officer assistance fees ($6,637.08)

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

Background:

The Lakeside Legacy Foundation Lakeside Festival to be held July 4 through July 7, 2024, was approved on the April 16, 2024 City Council Agenda. The approved daily schedule of the event is:

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

The organizers of the event have requested to revise the schedule on July 4th due to the holiday. **The request is to open the festival at 12:00 PM on Thursday, July 4th.**

At the April 16, 2024 City Council meeting, a waiver of an estimated $19,567.42 in Police Officer assistance fees was granted. An additional estimate of $6,637.08 is being requested to be waived for the extended hours. Staff has reviewed the request and have no further conditions or concerns.

If approved, a revised approval letter will be sent with the revised hours of operation and all existing conditions.

Votes Required to Pass:
Simple majority vote

Agenda Item No 10b

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver – Prairie Ridge High School Homecoming Parade

Staff Recommendation: Motion to approve the 2024 Prairie Ridge Homecoming Parade to be held on Friday, September 13, 2024, as requested subject to the conditions contained in this agenda supplement and a waiver of the Police Department chargeback fees (~$1,308.72)

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

Background:

Prairie Ridge High School is requesting approval to hold their annual Homecoming Parade on Friday, September 13, 2024 from 3:00 p.m. to 5:30 p.m. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police Department assistance, this event is classified as a Special Event that requires City Council approval.

A map of the parade route is included for review. The parade will follow the same route as previous years.

The following roads will be closed starting at about 3:30 p.m. for the parade route and will open when the route clears at about 5:00 p.m.

- Dvorak Drive to Walkup Road
- Walkup Road to Shenandoah Court
- Shenandoah Court to Shenandoah Drive
- Shenandoah Drive to Buckingham Drive
- Buckingham Drive to Pleasant Hill Road
- Pleasant Hill Road to Dvorak Drive

The road closures are the same as previous years.

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

1) All debris created by the event must be cleaned up during and after the event.
2) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway if necessary.
3) In the case of inclement weather, an alternate date can be approved by the City Manager.

The Police Department estimates that the cost for Police Officer assistance for this event is $1,308.72 based on the scope of the event. In previous years, City Council has waived the Police assistance fees. Prairie Ridge High School has requested that Police Department chargeback be waived again this year.

The applicant has been made aware of these recommended conditions and advised to attend the June 4, 2024 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Prairie Ridge High School Homecoming Parade

EVENT LOCATION Prairie Ridge High School

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:

Celebrate homecoming

3. Will the event require the use of City-owned property? ☐ Yes ☒ No
4. Is a Site Map/Route Map attached? ☒ Yes ☒ No
5. Is the event an annual/recurring event? ☒ Yes ☐ No
6. Will the event require a public street/sidewalk to be blocked or closed? ☒ Yes ☐ No
7. Will the event require use of a public parking lot? ☐ Yes ☒ No
8. Number of persons scheduled to monitor and work the event: 20-25
9. Estimated attendance: 300-400

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Jamie Buck

13. Contact Information for Event Manager:

Address: 16000 Dvorak Dr
Crystal Lake, IL 60012

(Please check preferred means of contact)

Daytime phone: 815-479-0404 ☐

Emergency phone: _____ ☐

Cell phone: _____ ☐

Email: jbuck@d155.org ☒

EVENT OPERATION

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

Set Up: 9-13-24

Event: 9-13-24

Dismantling: 9-13-24

15. Hours of the event:

Set Up: 3:00-4:00

Event: 4:00 - 5:00

Dismantling: 5:00 - 5:30

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

Temporary community event signs ☐ Yes ☒ No

Temporary neighborhood event signs ☒ Yes ☐ No

Directional signs ☐ Yes ☒ No

Banner ☐ Yes ☒ No

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

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

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

Description of Products_____

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

Name of Company_____
Address_____
Phone_____

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

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

_____

_____

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

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

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

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

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

We have administration following in a golf cart to assist in any emergency

PUBLIC WORKS

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

**If yes, please complete the attached Barricade Borrowing Application*

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

Specify _____

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

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

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

Jamie Buck
Signature

5/7/24
Date

Jamie Buck
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No


Shenandoah Dr
DH Shopping Bargains
Walkup Rd
S Shenandoah Dr
Buckhorn Dr
Dvorak Dr
S Shenandoah Dr
Wilderness Ridge
End Here
Prairie Ridge
High School
Dvorak Dr
Map data ©2015 Google Imagery ©2015 , DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency
Line up here
© Scribble Maps

Agenda Item No: 10c

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver – Crystal Lake Central High School Homecoming Parade

Staff Recommendation: Motion to approve the 2024 Crystal Lake Central Homecoming Parade to be held on Friday, October 4, 2024, as requested subject to the conditions contained in this agenda supplement and a waiver of the Police Department chargeback fees (~$1,682.64)

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

Background:

Crystal Lake Central High School is requesting approval to hold their annual Homecoming Parade on Friday, October 4, 2024 at 4:00 p.m. in Downtown Crystal Lake. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police Department assistance, this event is classified as a Special Event that requires City Council approval.

A map of the parade route is included for review. The parade will follow the same route as previous years. The Downtown Crystal Lake / Main Street organization has been made aware of the request and did not have any concerns.

The following roads will be closed starting at about 3:00 p.m. for the parade route and will open when the route clears at about 5:00 p.m.

- Walkup Avenue between Esther Street and Crystal Lake Avenue
- Grant Street between Crystal Lake Avenue and Woodstock Street
- Woodstock Street between Grant Street and Williams Street
- Williams Street between Woodstock Street and Esther Street
- Esther Street between Williams Street and Walkup Avenue

The road closures are the same as previous years.

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

1) All debris created by the event must be cleaned up during and after the event.
2) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway if necessary.
3) In the case of inclement weather, an alternate date can be approved by the City Manager.

The Police Department estimates that the cost for Police Officer assistance for this event is $1,682.64 based on the scope of the event. In previous years, City Council has waived the Police assistance fees. Crystal Lake Central High School has requested that Police Department chargeback be waived again this year.

The applicant has been made aware of these recommended conditions and advised to attend the June 4, 2024 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

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SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

A.M.

EVENT NAME Crystal Lake Central Homecoming Parade

EVENT LOCATION Downtown Crystal Lake

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
Homecoming parade starting at CLC, working through downtown Crystal Lake and heading back to school.

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 20

9. Estimated attendance: 700

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Jessica Galla

13. Contact Information for Event Manager:

Address: 45 West Franklin Ave,
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: 815-459-2505 ☐

Emergency phone: _____ ☐

Cell phone: _____ ☒

Email: jgalla@d155.org ☐

EVENT OPERATION

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

Set Up: 10/4/2024

Event: 10/4/2024

Dismantling: 10/4/2024

15. Hours of the event:

Set Up: 3-4pm

Event: 4-5 pm

Dismantling: Immediately after event.

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

Temporary community event signs ☐ Yes ☒ No

Temporary neighborhood event signs ☐ Yes ☒ No

Directional signs ☐ Yes ☒ No

Banner ☐ Yes ☒ No

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

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

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

Description of Products_____

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

Name of Company_____
Address_____
Phone_____

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

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

_____

_____

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

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

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

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

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

_____

_____

_____

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Signature _____ Date 9/18/23

Jessica Ecalla

Print Name

STAFF USE ONLY

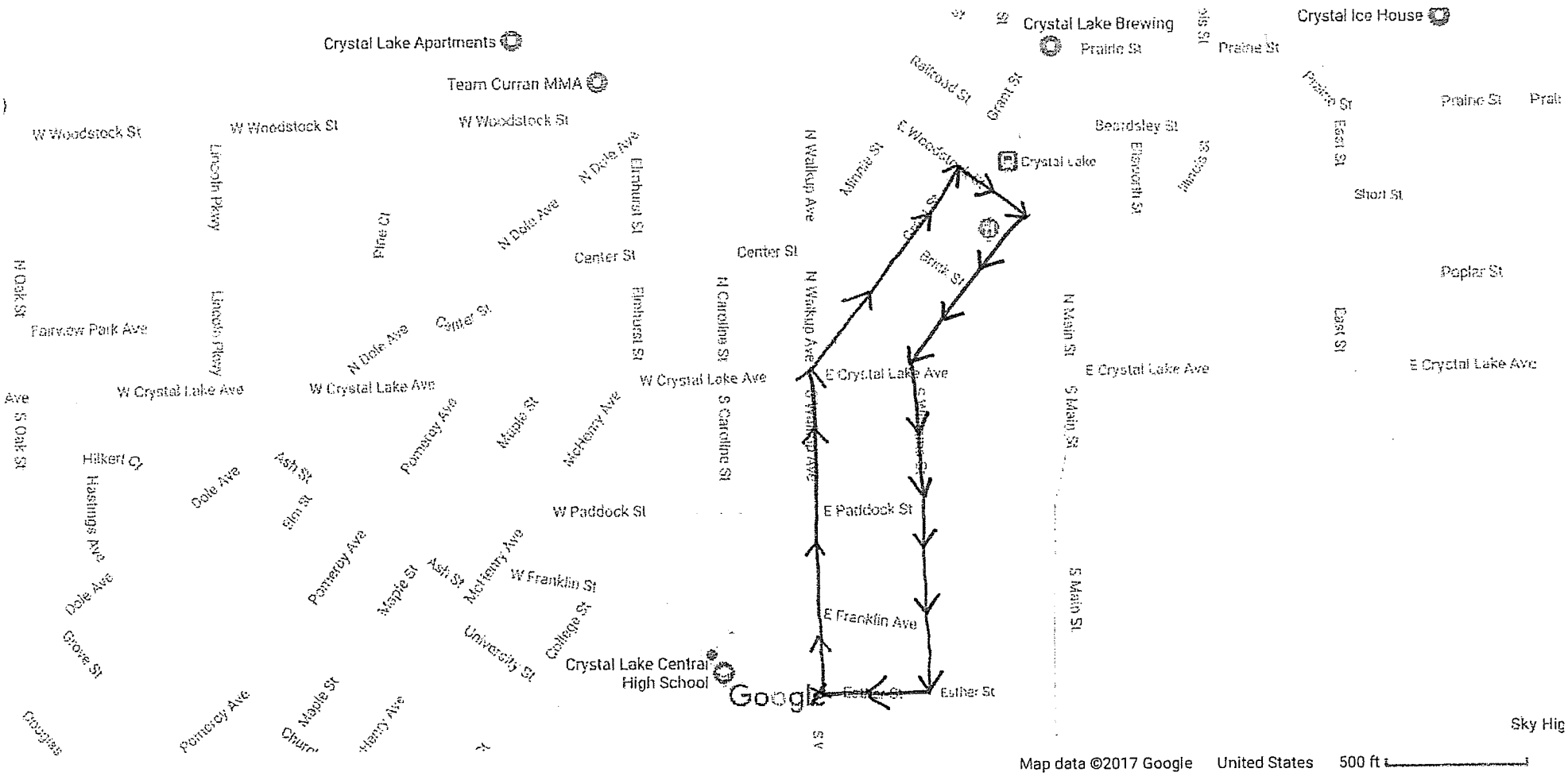
Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

Google Maps


Crystal Lake Apartments
Team Curran MMA
Crystal Lake Brewing
Prairie St
Crystal Ice House
W Woodstock St
Railroad St
Grant St
Beardsley St
Crystal Lake
Lincoln Pkwy
Pine Ct
N Dole Ave
Elmhurst St
Center St
N Oak St
Fairview Park Ave
Cutler St
N Walkup Ave
Minnie St
Cross St
Brink St
Ellsworth St
Jewett St
Prairie St
East St
Short St
Poplar St
N Carolina St
S Carolina St
W Crystal Lake Ave
E Crystal Lake Ave
N Main St
S Main St
Hilker Ct
Hastings Ave
Dole Ave
Ash St
Elm St
Pomeroy Ave
Maple St
McHenry Ave
W Paddock St
E Paddock St
W Franklin St
E Franklin Ave
Grove St
University St
College St
Crystal Lake Central High School
Esther St
Google
Sky Hig
Map data ©2017 Google
United States
500 ft

Agenda Item No: 10d

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver – Crystal Lake South High School Homecoming Parade

Staff Recommendation: Motion to approve the 2024 Crystal Lake South Homecoming Parade to be held on Monday, September 16, 2024, as requested subject to the conditions contained in this agenda supplement and a waiver of the Police Department chargeback fees (~$2,243.52)

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

Background:

Crystal Lake South High School is requesting approval to hold their annual Homecoming Parade on Monday, September 16, 2024 from 4:00 p.m. to 4:45 p.m. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police Department assistance, this event is classified as a Special Event that requires City Council approval.

A map of the parade route is included for review. The parade will follow the same route as previous years.

The following roads will be closed starting at about 3:30 p.m. for the parade route and will open when the route clears at about 4:45 p.m.

- Willow Tree Drive at Woodscreek Park
- Golf Course Road from Willow Tree Drive to Concord Drive
- Concord Drive to the rear entrance of the High School

The road closures are the same as previous years.

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

1) All debris created by the event must be cleaned up during and after the event.
2) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway if necessary.
3) In the case of inclement weather, an alternate date can be approved by the City Manager.

The Police Department estimates that the cost for Police Officer assistance for this event is $2,243.52 based on the scope of the event. In previous years, City Council has waived the Police assistance fees. Crystal Lake South High School has requested that Police Department chargeback be waived again this year.

The applicant has been made aware of these recommended conditions and advised to attend the June 4, 2024 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Crystal Lake South Homecoming Parade

EVENT LOCATION Willow Tree Drive and Golf course to Concord to the entrace of CLSHS

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
Crystal Lake South annual Homecoming Parade

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 15-20

9. Estimated attendance: {along the streets} approximately 500

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

ORGANIZATION INFORMATION

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

Address: 1200 McHenry Ave
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: _____ ☑

Emergency phone: _____ ❑

Cell phone: _____ ❑

Email: kniemiec@d155.org ❑

EVENT OPERATION

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

Set Up: 9/16/2024
Event: 9/16/2024
Dismantling: 9/16/2024

15. Hours of the event:

Set Up: 3:00p-4:00p
Event: 4:00p - 4:45p
Dismantling: 4:45p

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☐ Yes ☑ No

    Temporary neighborhood event signs ☐ Yes ☑ No

    Directional signs ☐ Yes ☑ No

    Banner ☐ Yes ☑ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

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

    _____

    _____

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

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

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

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

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

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

_____ February 13, 2024

Signature Date

Kate Niemiec

Print Name

STAFF USE ONLY

Assigned City Department:_____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No


Dartmoor Dr
Augusta Dr
Zs Garage
Windsor Dr
Dartmoor Dr
Tony's Cafe
Waterford Cut
Golf Course Rd
Concord Dr
Scotty's playground
Temporarily closed
Crystal Lake South High School
McHenry Ave
Stonebridge Ln
Bennington Dr
Prescott Ln
Windslow Cir
Ken Bruhn Field
Stonebridge Ln
CLS official lacrosse field
Transportation Joint Agreement D47 and 155
ing Meadows
Scentsational Soaping Supply
Boxwood Dr
Manchester Dr
Knollwood Cir
Sam John's Park
Weston Dr
Rosewood Ln
Regent Dr
Westport Ridge
Fernleaf Dr
Monarch Dr
Felicia DeLeon Makeup Artist
Westport Ridge
Windham Cove Dr
ek Party Rentals
GoGo Travel
DJD Marketing, Inc
Ackman Rd
Ackman Rd
Ackman Rd
Ackman Rd
Ackman Rd
Crystal Castle Playground
Auburn Ct
Westport Ridge
Fountain Green Dr
Hope Church
Loch Lomond Dr
Woodscreek Park
M I P Men In Paint
Congregation Tikkun Olam
Skyridge Club Apartments
ewing ations
Parkridge Dr
Bridgedale Rd
Willow Tree Dr
Google
Map data ©2023 Google
United States
Terms
Privacy
Send feedback
500 f

Agenda Item No: 10e

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: 609 North Avenue
Unincorporated Crystal Lake

Recommendation: City Council's discretion.

a) Motion to object to the proposed Variations to allow for a setback of 9.06 feet from the required 15-foot setback from the north property line and a setback of 17.65 feet from the required 20 feet from the west property line, directing staff to proceed with an objection to the County Hearing Officer

b) No action

Staff Contact: Kathryn Cowlin, Director of Community Development
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 "R-1" Single-Family Residential District and consists of approximately 0.14 acres.
- The subject property is surrounded by County Zoning District "R-1" Single-Family Residential, and is surrounded by single-family residences.

Request:

- The petitioners are requesting Variations to allow for a setback of 9.06 feet from the required 15-foot setback from the north property line and a setback of 17.65 feet from the required 20 feet from the west property line. The petitioners are seeking to construct an approximately 360 square foot attached, one (1) car garage on the north side of the home. The home currently has no garage.
- The petitioners indicated their hardship is they cannot build in their backyard as it is a leach field for their septic system. The tank is also located in the backyard. They indicate in their application the only space to store their outdoor items (lawnmower, tools, bikes, etc.) is a shed.
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

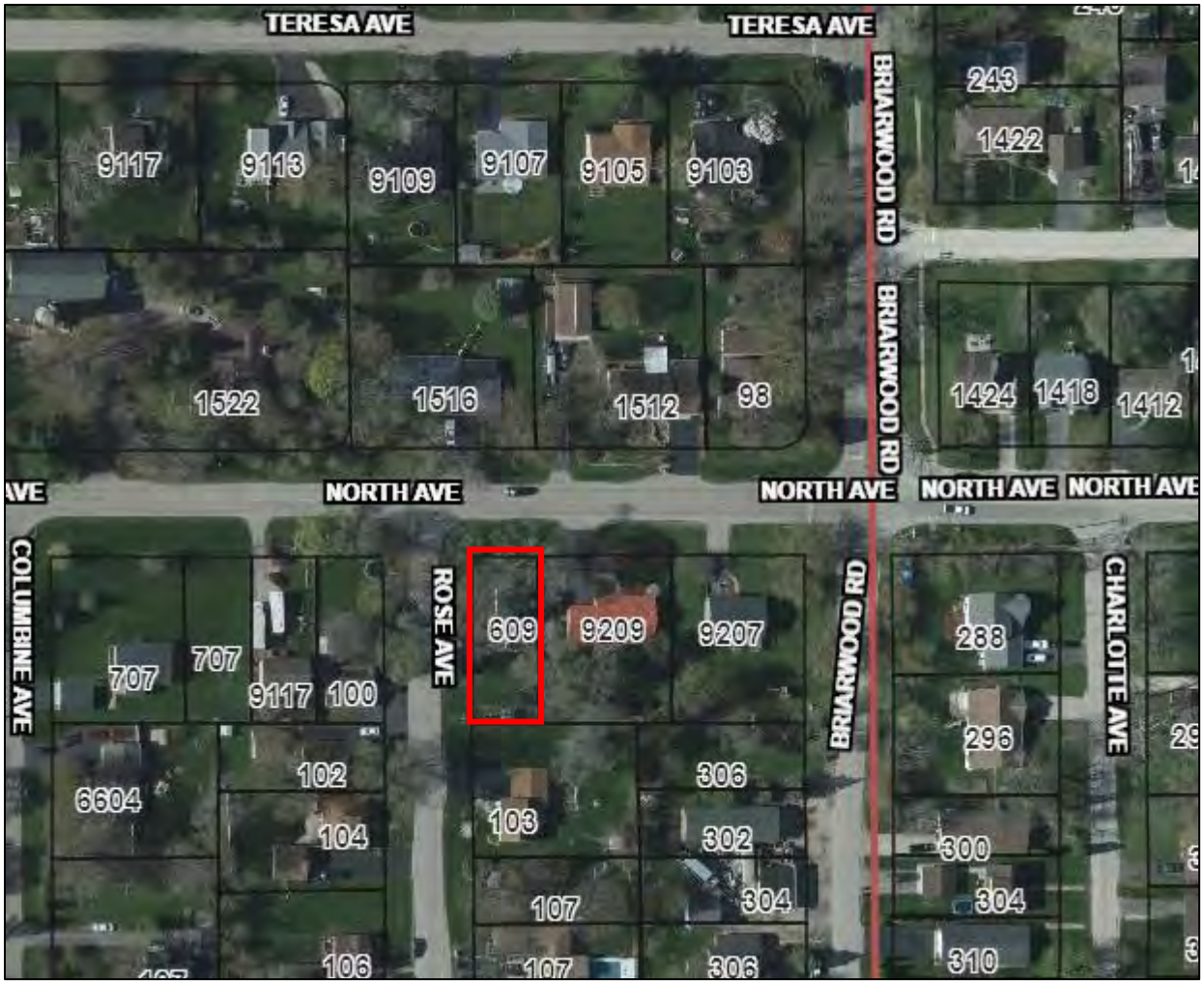
Votes Required to Pass: A simple majority.

PIQ Map

609 North Avenue, Crystal Lake (unincorporated)

Grafton Township

Approximately 0.05 miles (247 feet) to City Limits



McHenry County
Zoning - McHenry County Hearing Officer - Public Hearing
AGENDA

June 11, 2024, 11:00 AM
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 2024-032 Spaargaren, Grafton Twp, R1-R1V 2
4. OLD BUSINESS
5. PUBLIC COMMENT
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. ANNOUNCEMENTS
7. ADJOURNMENT

IN THE MATTER OF THE APPLICATION OF)
JASON TIMOTHY SPAARGAREN AND)
MARLA CURRAN SPAARGAREN,) LEGAL NOTICE OF PUBLIC HEARING
OWNERS OF RECORD,) # 2024-032
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT)
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A)
VARIATION

Notice is hereby given in compliance with the McHenry County Unified Development Ordinance, that a public hearing will be held before the **McHenry County Hearing Officer,** in connection with this Ordinance, which would result in a ***VARIATION*** for the following described real estate:

LOT 1 IN BLOCK 8 IN R.A. CEPEK'S CRYSTAL LAKE GARDENS, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1928 AS DOCUMENT NO. 81777, IN BOOK 6 OF PLATS, PAGE 15, IN MCHENRY COUNTY, ILLINOIS.

PIN 18-02-429-001

The subject property is located on the southeast side of the intersection of North Avenue and Rose Avenue ***with a common address of 609 North Avenue, Crystal Lake, Illinois in Grafton Township.***

The subject property is presently zoned “R-1” Single-Family Residential District and consists of approximately fourteen hundredths (.14) acres with “R-1” Single-Family Residential District to the North, East, South and West.

The Applicants are requesting **a VARIATION** ***of the subject property to allow for a setback of nine and six one hundredths (9.06) feet from the required fifteen (15) feet from the north street lot line and a setback of seventeen and sixty-five one hundredths (17.65) feet from the required twenty (20) feet from the west property line.***

The Applicants and Owners of Record can be reached at ***609 North Avenue, Crystal Lake, Illinois.***

A hearing on this Zoning Application will be held on the 11th day of June 2024 at 11:00 A.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 20TH DAY OF MAY 2024.

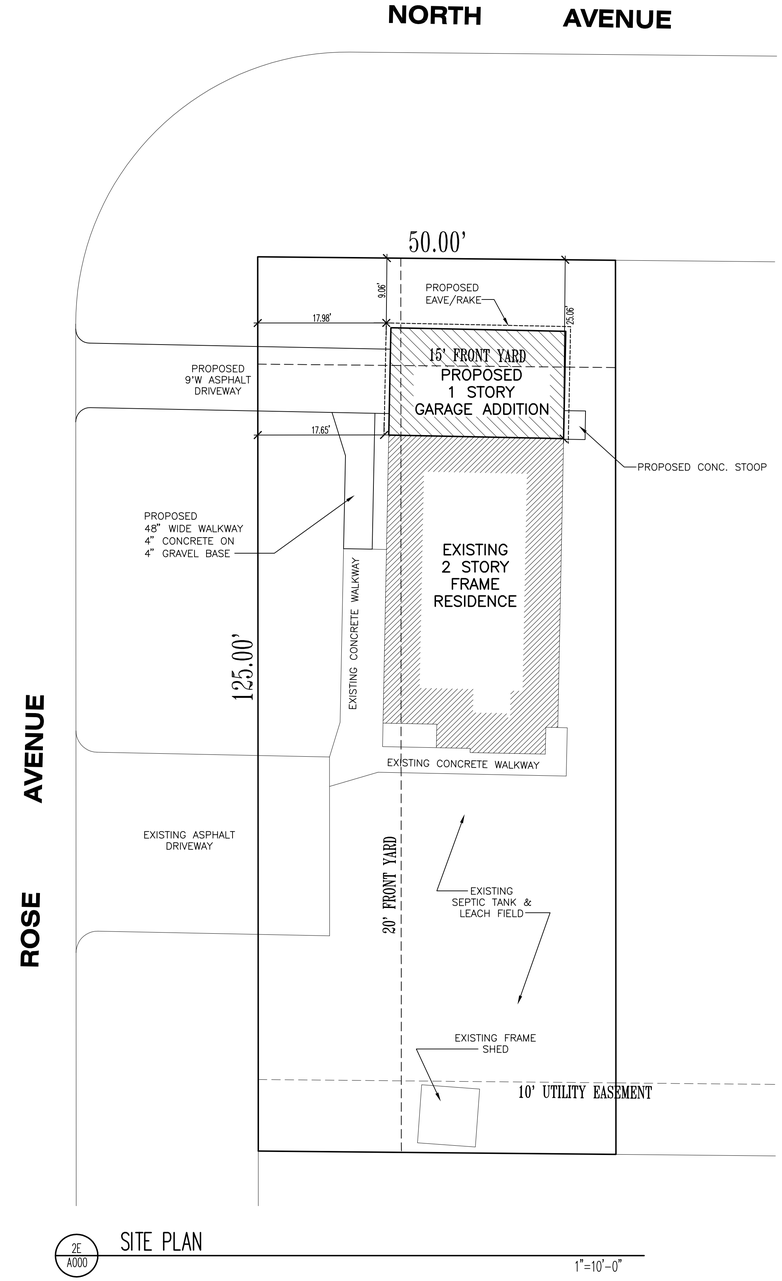
By: Michael McNerney, MCHO
McHenry County Hearing Officer
2200 N. Seminary Avenue
Woodstock, IL 60098

Petitions for all Zoning 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 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.

SPAARGAREN RESIDENCE

609 NORTH AVE
CRYSTAL LAKE, IL 60014



2E / A000 SITE PLAN

1"=10'-0"

NOTES:

1. VERIFY UTILITY LOCATIONS.
2. VERIFY TREES TO BE REMOVED WITH OWNER.
3. VERIFY STRUCTURE LOCATION WITH OTHERS.
   SITE PLAN DEPICTED REPRESENTS A REFERENCE LOCATION ONLY, NOT TO BE USED FOR STAKING, EXCAVATION, FOUNDATION LOCATION OR BUILDING OF ANY KIND. REFERENCE CIVIL ENGINEERING FOR ACTUAL HOUSE LOCATION AND VERIFY IN FIELD NO PORTION OF THE STRUCTURE EXTENDS OVER SETBACKS, BUILDING LINES OR EASEMENTS.
4. REFER TO CIVIL ENGINEERING PLANS FOR UTILITY INFORMATION.
5. BOUNDARY BASED UPON PLAT OF SURVEY FURNISHED TO ARCHITECT BY OWNER. VERIFY LOT DIMENSIONS IN FIELD.

NOTE:
MAINTAIN EXISTING GRADES & DRAINAGE PATTERN. ANY DRAINAGE ISSUES THAT MAY ARISE FROM THE CONSTRUCTION ASSOCIATED WITH THIS PERMIT WILL BE ADDRESSED BY THE PERMITEE

DESIGN STAGE

PRELIMINARY DESIGN	
PRELIMINARY DESIGN	
DESIGN DEVELOPMENT	
FINAL BIDDING BID	
RELEASE FOR PERMIT	
REVISION	

REVISIONS

1	04-04-24	KZB			
2	04-05-24	BM			
3					
4					
5					

SPAARGAREN RESIDENCE
609 NORTH AVE.
CRYSTAL LAKE, IL 60014

PRELIMINARY

SITE PLAN
GENERAL NOTES
DRAWING INDEX

Architects & Planners, Inc.
IL Telephone: 815-788-9200 WI Telephone: 262-259-0021
2600 Belvidere Road at Rt. 176, Crystal Lake, IL 60014
98 W. Main St., Lake Geneva, WI 53147
40 Crystal St., Cary, IL 60013
1700 E. Racine Ave., Waukesha, WI 53186

PRELIMINARY
NOT FOR CONSTRUCTION
OR PERMIT SUBMITTAL

Job Number: 24083

Sheet Number: A000

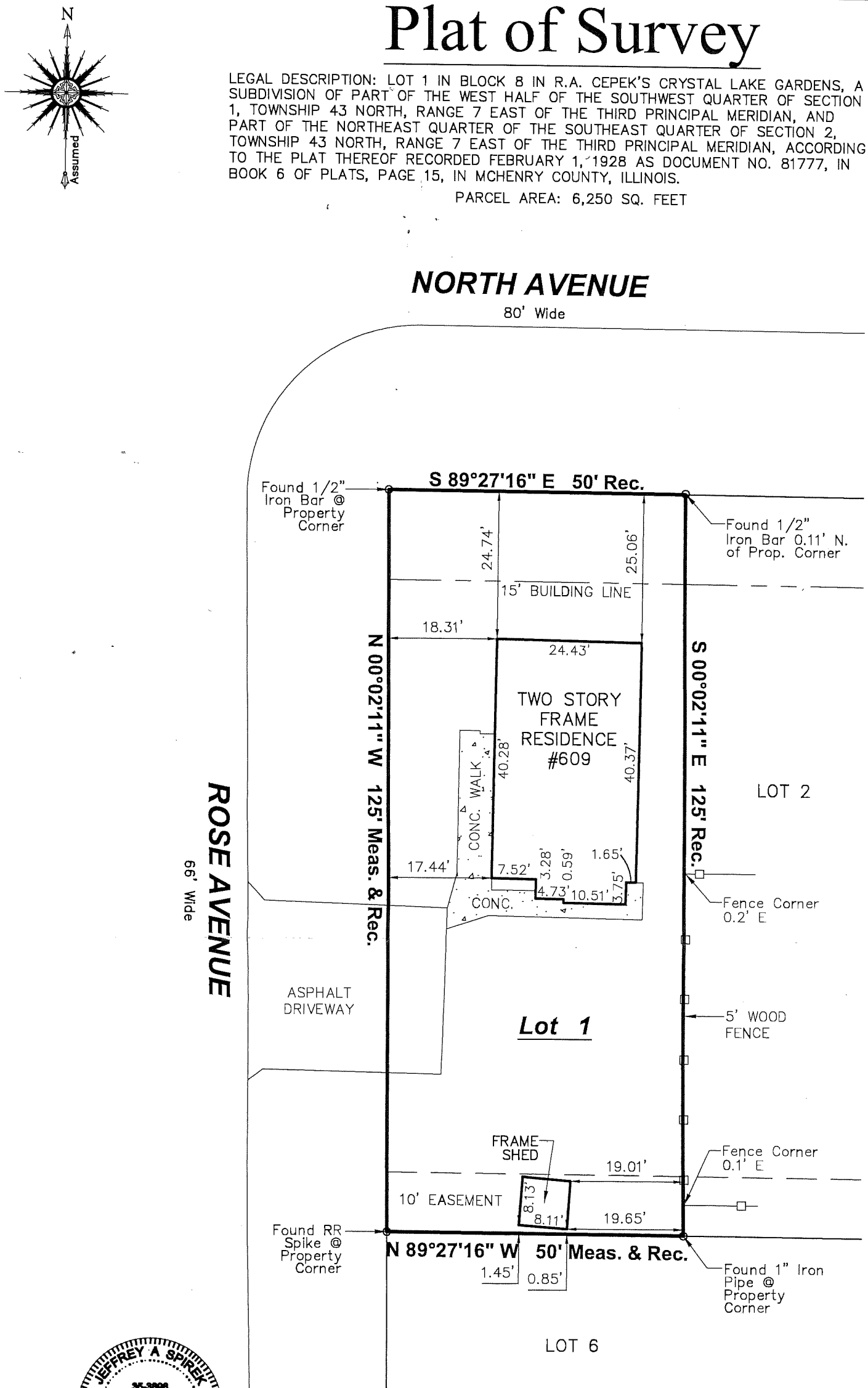
File Name: 24083000

COPYRIGHT AS DATED ©
A.L.A Architects & Planners, Inc.

Plat of Survey

LEGAL DESCRIPTION: LOT 1 IN BLOCK 8 IN R.A. CEPEK'S CRYSTAL LAKE GARDENS, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1928 AS DOCUMENT NO. 81777, IN BOOK 6 OF PLATS, PAGE 15, IN MCHENRY COUNTY, ILLINOIS.

PARCEL AREA: 6,250 SQ. FEET



JEFFREY A SPIREK 35-3898 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CRYSTAL LAKE, ILLINOIS

THIS DOCUMENT IS NOT VALID WITHOUT THE SURVEYOR'S SEAL.

STATE OF ILLINOIS } s.s.
COUNTY OF MCHENRY }

IN MY PROFESSIONAL OPINION, AND BASED ON MY OBSERVATIONS, I HEREBY CERTIFY THAT THE PLAT HEREON DRAWN IS A TRUE REPRESENTATION OF SAID SURVEY.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 16th DAY OF August, A.D. 2021

JEFFREY A. SPIREK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3898
REGISTERED AGENT FOR LUCO SURVEYING
LICENSE TO BE RENEWED NOVEMBER 30, 2022

NOTES:
*COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED AND REPORT ANY DIFFERENCE, IMMEDIATELY.
*ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
*BEARINGS AS SHOWN ARE ASSUMED AND ARE SO INDICATED FOR INTERIOR ANGLES ONLY.
*BUILDING LINES AND EASEMENTS AS SHOWN ARE BASED SOLELY ON PROVIDED DOCUMENTS.
*UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO CONDUITS AND CABLES (IF ANY) HAVE NOT BEEN SHOWN HEREON.

LEGEND

- Set IP
- Fnd IP
- Fnd "X"
- Fnd P.K.
- Wood Fence
- CL Fence
- Concrete
- Wood Deck
- Brick
- STREET LIGHT
- B-BOX
- WATER VALVE VAULT
- FIRE HYDRANT
- MANHOLE
- STORM MANHOLE
- JUNCTION BOX
- POWER POLE
- ELECTRIC TRANSFORMER

0' 20' 40' 60'

Luco Surveying
Professional Design Firm No. 184.007972
54 Lou Avenue, Crystal Lake, IL 60014
Phone: 815.526.3974 Email: admin@lucosurveying.com

Common Address: 609 North Avenue, Crystal Lake, IL
PIN # 18-02-429-001

Job Number: 21 - 64329 Drawn By: LAH

Client: CLARK Reference: POTTAST TRUST

Field Work Completion: 08-13-2021

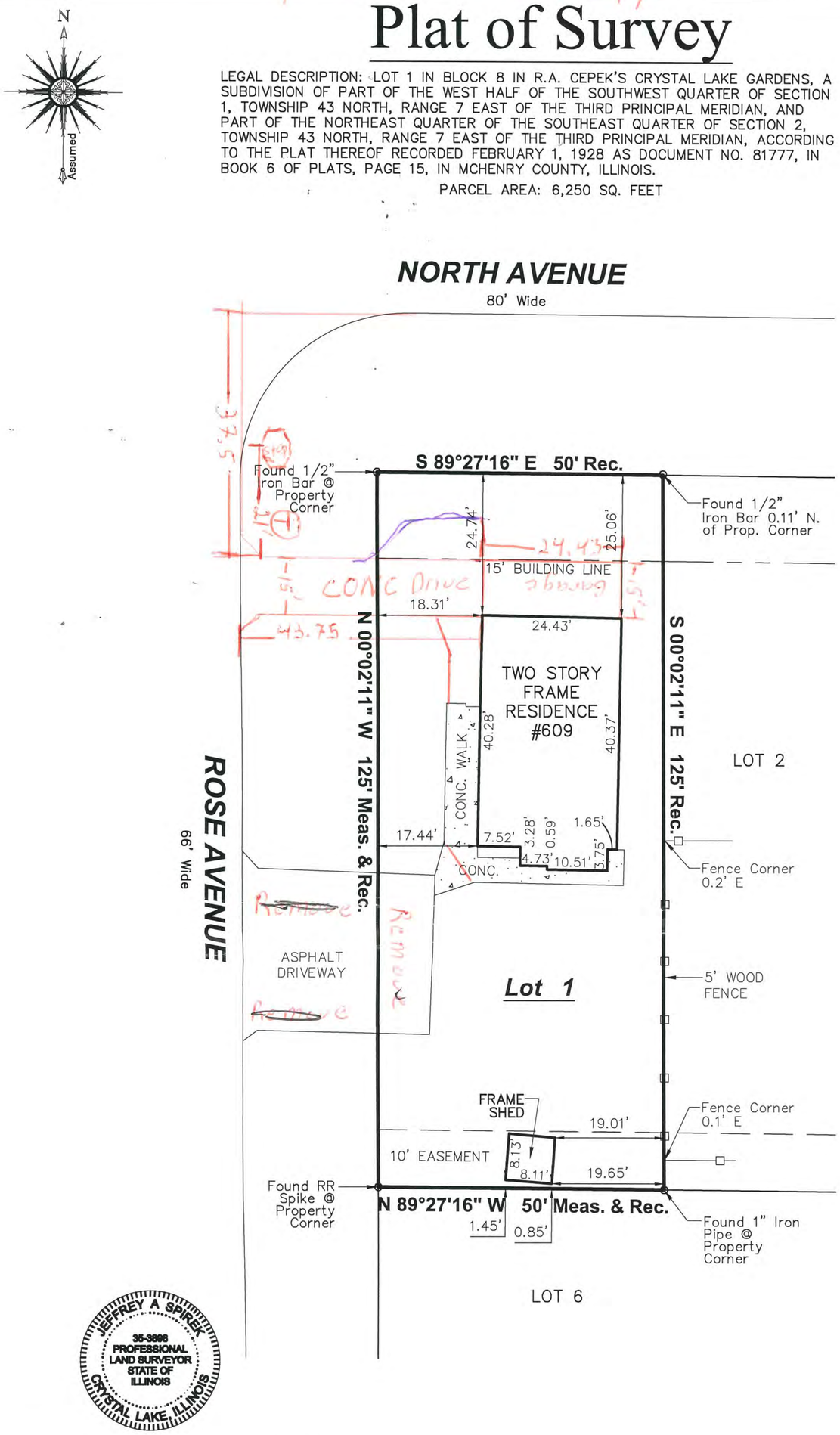
Revisions:

Grafton Township (Road District) copy

Plat of Survey

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THIS DOCUMENT IS NOT VALID WITHOUT THE SURVEYOR'S SEAL.

STATE OF ILLINOIS } s.s.
COUNTY OF MCHENRY }

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THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 16th DAY OF August, A.D. 2021

JEFFREY A. SPIREK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3898
REGISTERED AGENT FOR LUCO SURVEYING
LICENSE TO BE RENEWED NOVEMBER 30, 2022

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LEGEND

- Set IP
- Fnd IP
- Fnd "X"
- Fnd P.K.
- Wood Fence
- CL Fence
- Concrete
- Wood Deck
- Brick
- STREET LIGHT
- B-BOX
- WATER VALVE VAULT
- FIRE HYDRANT
- MANHOLE
- STORM MANHOLE
- JUNCTION BOX
- POWER POLE
- ELECTRIC TRANSFORMER

0' 20' 40' 60'

Luco Surveying
Professional Design Firm No. 184.007972
54 Lou Avenue, Crystal Lake, IL 60014
Phone: 815.526.3974 Email: admin@lucosurveying.com

Common Address: 609 North Avenue, Crystal Lake, IL
PIN # 18-02-429-001

Job Number: 21 - 64329 Drawn By: LAH

Client: CLARK Reference: POTTAST TRUST

Field Work Completion: 08-13-2021

Revisions:

McHENRY-LAKE COUNTY
SOIL & WATER
CONSERVATION DISTRICT

1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

May 8, 2024

Jason Spaargaren
609 North Avenue
Crystal Lake, IL 60014

Re:	Parcel # 18-02-429-001
Common Location:	609 North Avenue, Crystal Lake, IL 60014
NRI#	L24-050-4606
Zoning Change:	R1 to R1 Variance

Dear Mr. Spaargaren:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the Jason & Marla Spaargaren property as applied for in Report #L24-050-4606. Due to the size of the parcel and minimal construction, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary.

No wetlands, hydric soils, or floodplains were found on the site from office maps. Our inventories are for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Management Ordinance. If you have any questions concerning this letter, feel free to call our office.

Sincerely,

Ryan Bieber

Ryan Bieber
Urban Conservation Specialist

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

Office Use Only

Petition #/Permit # _____

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION:

Name SPAARGAREN, JASON AND MARLA
Address 609 North Ave.
City, St, Zip Crystal Lake, IL 60014
Daytime Phone 708-655-7026
Email MCSPAARG@GMAIL.COM

ATTORNEY or AGENT CONTACT INFORMATION (If Applicable):

Name _____
Address _____
City, St, Zip _____
Phone _____
Email _____

APPLICANT (If other than owner):

Name SAME AS OWNER
Address _____
City, St, Zip _____
Daytime Phone _____
Email _____

TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER (please use separate page for additional information):

Name _____
Address _____
City, St, Zip _____
Phone _____
Email _____

PARCEL INFORMATION:

Address 609 NORTH AVE
City Crystal Lake Zip 60014
Parcel/Tax Number 18-02-429-001
Number of Acres 0.14

Applying For: (Check all that apply)	☐ Reclassification	Current Zoning: Requested Zoning:
	☐ Conditional Use & Site Plan Review	CUP Request:
	☐ Variation, Administrative ☒ Variation, Zoning	Variation Request: NORTH AVE. SETBACK = 9.06' ROSE AVE. SETBACK = 17.65'
	☐ Site Plan Review	Type:
	☐ Text Amendment	UDO Section(s):
	☐ Appeal	Type:

Please provide additional information on the back of this page.

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

We are asking for permission to build an attached, 1-car garage on the north side of our home. The home currently has no garage. Our hope when we bought our home was to build a garage but we quickly learned that our entire back yard is a leach field for our septic system. Our tank is also in our backyard. After looking at all our options, we hired an architect who confirmed our best option is to attach a garage on the north end of the home. However our 15' build line is within the setback from the street (North Ave). We moved to Crystal Lake almost 3 years ago because of all the recreation options. Yet we have nowhere to store a kayak or anything the kids would like to get. Their bikes fill up our shed, on top of tools and the lawnmower. Additionally, my husband is a disabled veteran and shoveling the cars out of our existing driveway is difficult. Having one vehicle in a garage would be lifechanging. We have thought about moving to another home, but we love this house and our kids love their schools. We don't want to move them again. We hope to stay here for a very long time. Please see architect-stamped blueprint for garage specifications.

CONSENT

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

VERIFICATION

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

Owner's Signature

Spaargaren Jason
Print Name

Signature

MARLA C. SPAARGAREN
Print Name

SUBSCRIBED and SWORN to before me this 7th day of May, 2024.

Elizabeth Hill
NOTARY PUBLIC

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

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

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

State of Illinois
County of McHenry

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

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

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

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

Owner's Signature

Spaargaren Jason
Print Name

Signature

Maria C. Spaargaren
Print Name

SUBSCRIBED and SWORN to before me
this 7th day of May, 2024.

Elizabeth Hill
NOTARY PUBLIC

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

State of Illinois
County of McHenry

Approval Standards for Variation

(McHenry County Unified Development Ordinance §16.20.020F)

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

1. What hardship is placed upon the property owner due to the particular surroundings, shape, or topographic conditions of the property if the strict letter of the zoning regulations were carried out? The back yard is occupied by septic system, including leach field. The only other option is to build in the front (North), which our build Line falls in the street setback (North Ave). There are no other viable locations for a garage.
2. How is the hardship described in question 1 unique to this property and not applicable to all properties within the same zoning district?

   Most other properties in the area have an existing garage. Many of the properties are double lots which have a house and garage on separate parcels. Our lot is a single parcel, corner Lot which our home sits on sideways.
3. Other than increased monetary gain, what is the purpose of the variation?

   To have shelter for a vehicle, storage for recreational objects, and prevent disabled veteran from shoveling heavy snow or falling on ice.
4. Did the property owner or past owners create the difficulty or hardship that the variation seeks to relieve?

   NO, building records per McHenry Cty Building Dept. indicate that the home was erected this way (re: septic system.)
5. Will the variation be detrimental to the public welfare or injurious to other property or improvements in the neighborhood?

   NO, the garage and its variance will not negatively affect neighbors, surrounding properties or any other projects in the area. Neighbors we have spoken to have verbally expressed positive thoughts about it.
6. Will the variation: impair an adequate supply of light and air to adjacent property, increase congestion on the public streets, increase the risk of fire to adjacent property, or substantially diminish or impair property values within the neighborhood?

   NO, the dwelling will not impact neighboring properties in any of these ways. If anything, it will increase neighboring property values.
7. Will this variation confer special privilege to the property owner that is denied to other owners with property in the same zoning district?

   NO, most corner lots in this area have preexisting garages and/or better-placed septic systems, therefore they have more options for placement.

Agenda Item No: 10f

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: COUNTY ZONING REQUEST

2708 Walkup Avenue
Unincorporated Crystal Lake

Recommendation: City Council's discretion.

a) Motion to object to the proposed Reclassification from the "A-2" Agriculture District to the "E-1" Estate District with a variation to allow a minimum lot frontage of 135.58 feet instead of the minimum 150 feet required directing staff to proceed with an objection to the County Hearing Officer.

b) No action.

Staff Contact: Kathryn Cowlin, Director of Community Development
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-2" Agriculture District and consists of approximately 2.19 acres. It is currently used for agricultural/farming uses.
- The subject property is surrounded by County Zoning District "E-1" Estate District to the north and east, "R1" Single-Family Residential zoning to the west, and "A-2" Agriculture District to the south.

Request:

- The subject parcel was subdivided and the petitioners are requesting a Reclassification from the "A-2" Agriculture District to the "E-1" Estate District with a variation to allow a minimum lot frontage of 135.58 feet instead of the minimum 150 feet required for the development of a future residence.
- The County's "E-1" Estate District requires a minimum lot area of one (1) acre and a minimum lot frontage of 150 feet.

- The County's 2030 Land Use Plan identifies the subject property as residential. This is consistent with the surrounding land uses.
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

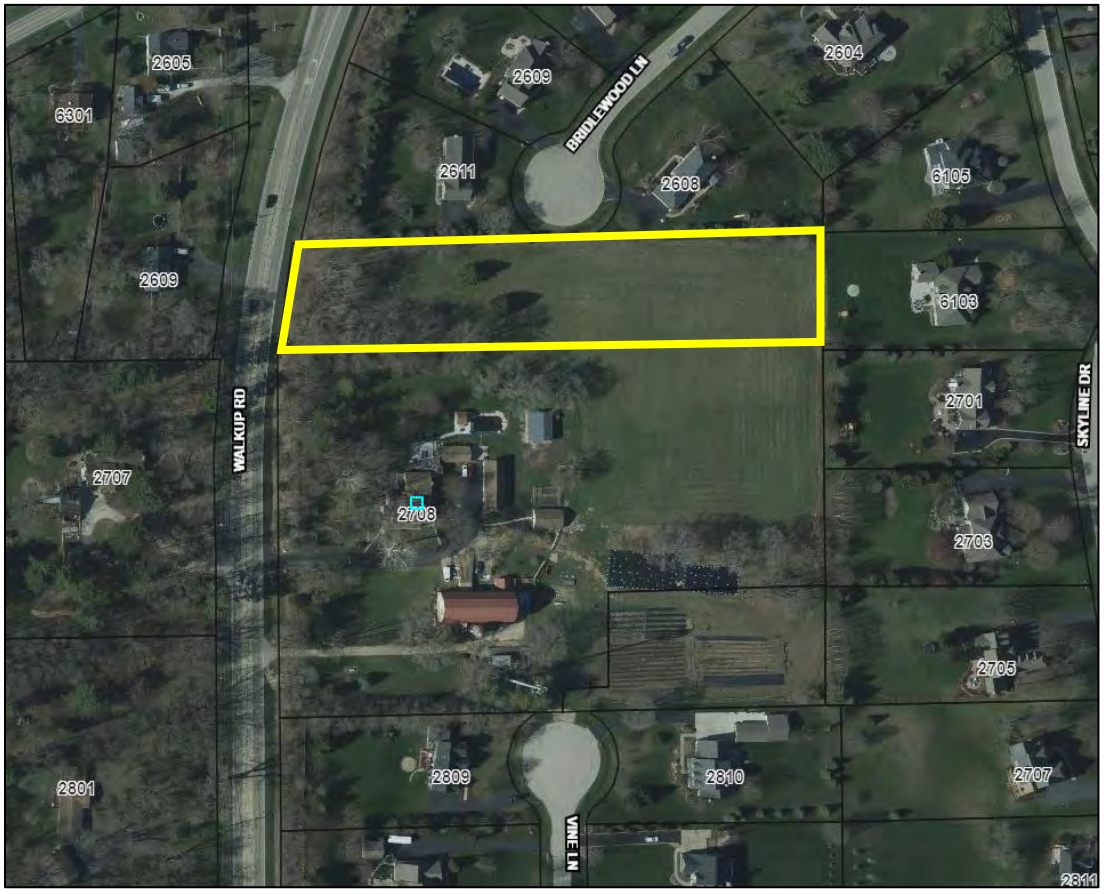
Votes Required to Pass: A simple majority.

PIQ Map

2708 Walkup Avenue, Crystal Lake, IL

Nunda Township

Approximately 1 mile outside of City Limits





McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

June 13, 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 2024-031 Mey, Nunda Twp, A2-E1V — 2
4. OLD BUSINESS
5. PUBLIC COMMENT
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. ANNOUNCEMENTS
7. ADJOURNMENT

IN THE MATTER OF THE APPLICATION OF	)
DAVID MEY AND KIMBERLY A. MEY, OWNERS	)
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT	) LEGAL NOTICE OF PUBLIC HEARING
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR	) # 2024-031
A RECLASSIFICATION AND VARIATION	)

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 ***RECLASSIFICATION and VARIATION*** for the following described real estate:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 8 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED ON THE WEST LINE OF SAID QUARTER QUARTER, 296.36 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER OUARTER; THENCE NORTH 0º09'34" EAST ALONG THE WEST LINE OF SAID QUARTER QUARTER FOR A DISTANCE OF 458.81 FEET TO THE CENTERLINE OF CRYSTAL LAKE- MCHENRY ROAD (COUNTY ROUTE #6); THENCE NORTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROUTE #6, BEING ALONG A CURVE HAVING A RADIUS OF 1685.42 FEET AS SAID CURVE IS CONVEXED TO THE WEST FOR AN ARC DISTANCE OF 7.62 FEET FOR A POINT A BEGNINING; THENCE CONTINUING NORTHERLY ALONG SAID CENTERLINE, BEING A CURVE HAVING A RADIUS OF 1685.42 FEET, AN ARC DISTANCE OF 135.58 FEET; THENCE NORTH 89º16'15" EAST, 704.88 FEET; THENCE SOUTH 00º08'44" WEST, 133 .70 FEET; THENCE SOUTH 89º16'15'" WEST, 725.20 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS

Part of PIN 14-17-426-009

The subject property is located on the east side of Walkup Rd approximately four hundred twenty-five (425) feet south of the intersection of Crystal Springs Road and Walkup Road, ***with a common address of 2708 Walkup Road, Crystal Lake, Illinois, in Nunda Township.***

The subject property is presently zoned ***"A-2" Agricultural District*** and consists of approximately **2.19 acres** with ***"R1" Single-Family Residential zoning to the West and "E1" Estate zoning to the North and East and "A-2" Agriculture District zoning to the South.***

The Applicants are requesting **a reclassification from "A-2" Agriculture District to "E-1" Estate District with a variation to allow minimum lot frontage of one hundred thirty-five and fifty-eight hundredths (135.58) feet instead of the minimum one hundred fifty (150) feet required.**

The Applicants and Owners of Record, can be reached at 2708 Walkup Road, Crystal Lake, Illinois.

A hearing on this Petition will be held on the 13th day of June 2024 at 1:30 P.M. in the County Board Conference Room at the McHenry County Government Center/Ware Road Administration Building 667 Ware Road, 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 23RD 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.

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

Office Use Only

Petition #/Permit # 2024-031

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION:	**ATTORNEY or AGENT CONTACT INFORMATION** (If Applicable):
Name David and Kimberly Mey	Name
Address 2708 Walkup Rd	Address
City, St, Zip Crystal Lake, IL 60012	City, St, Zip
Daytime Phone 847-276-8768	Phone
Email ~~dmeyjinc~~ dmeyjinc@gmail.com	Email

APPLICANT (If other than owner):	**TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER** (please use separate page for additional information):
Name	Name
Address	Address
City, St, Zip	City, St, Zip
Daytime Phone	Phone
Email	Email

RECEIVED
MAY 6 2024
McHENRY COUNTY
PLANNING AND DEVELOPMENT

PARCEL INFORMATION:

Address 2708 Walkup Rd

City Crystal Lake Zip 60012

Parcel/Tax Number part of 14-17-426-009

Number of Acres ~~8.85~~ 2.19

Applying For: (Check all that apply)		
	☑ Reclassification	Current Zoning: A-2 Requested Zoning: E-1
	☐ Conditional Use & Site Plan Review	CUP Request:
	☐ Variation, Administrative ☐ Variation, Zoning	Variation Request:
	☐ Site Plan Review	Type:
	☐ Text Amendment	UDO Section(s):
	☐ Appeal	Type:

Please provide additional information on the back of this page.

Approval Standards for Map Amendments

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

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

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

   Yes, it is compatible. It is surrounded by residential homes that are zoned estate.

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

   none, but wanting to build a home there.

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

   no,

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

   Yes, but we want to further develop the property

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

   1 It is currently being used for agriculture / farming.

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

   Yes, housing and revenue

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

   Yes, it is consistent with the comprehensive plan to further develop housing in the county.

Approval Standards for Variation

(McHenry County Unified Development Ordinance §16.20.020F)

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

1. What hardship is placed upon the property owner due to the particular surroundings, shape, or topographic conditions of the property if the strict letter of the zoning regulations were carried out?

We already subdivided the 2 acre parcel and would have to change the existing plat of survey. It's exactly 2 acres.

2. How is the hardship described in question 1 unique to this property and not applicable to all properties within the same zoning district?

It is not unique. We are only asking for 14½ feet of variance off of the 150 feet requested for the road frontage.

3. Other than increased monetary gain, what is the purpose of the variation?

To be able to keep the A-2 parcel as large as possible while still creating a 2 acre parcel to be developed.

4. Did the property owner or past owners create the difficulty or hardship that the variation seeks to relieve?

No they did not. We are trying to cut off a 2 acre parcel to develop.

5. Will the variation be detrimental to the public welfare or injurious to other property or improvements in the neighborhood?

No, it will increase the value of the properties in the area.

6. Will the variation: impair an adequate supply of light and air to adjacent property, increase congestion on the public streets, increase the risk of fire to adjacent property, or substantially diminish or impair property values within the neighborhood?

No, it will not negatively affect any properties in the area

7. Will this variation confer special privilege to the property owner that is denied to other owners with property in the same zoning district?

No, it would not confer special privilege, as it would just be 14½ feet less on the south side.

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

We have a property currently zoned A-2, approx 8.85 acres. We are petitioning to re-zone a 2.19 acre parcel on the north side to E-1, for development of a future estate residence.

We are asking for a variance of approx 14½ ft. on the west side facing Walkup Rd. along your road frontage

CONSENT

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

VERIFICATION

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

Owner's Signature

David W. May
Print Name

Kimberly A. May
Signature

Kimberly A. May
Print Name

SUBSCRIBED and SWORN to before me this 16th day of May, 2024.

NOTARY PUBLIC

OFFICIAL SEAL
CHRISTY L HANSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 1/1/2/24

CONSENT TO ON-SITE INSPECTION

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

ACCEPTANCE OF FEES FOR TRANSCRIPTION SERVICES

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

ZONING APPLICATION INTERPRETATION

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

ACCEPTANCE OF FEES FOR NOTIFICATION

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

Owner's Signature

David W. Mey
Print Name

Kimberly A. May
Signature

Kimberly A May
Print Name

SUBSCRIBED and SWORN to before me
this 16th day of May, 2024.

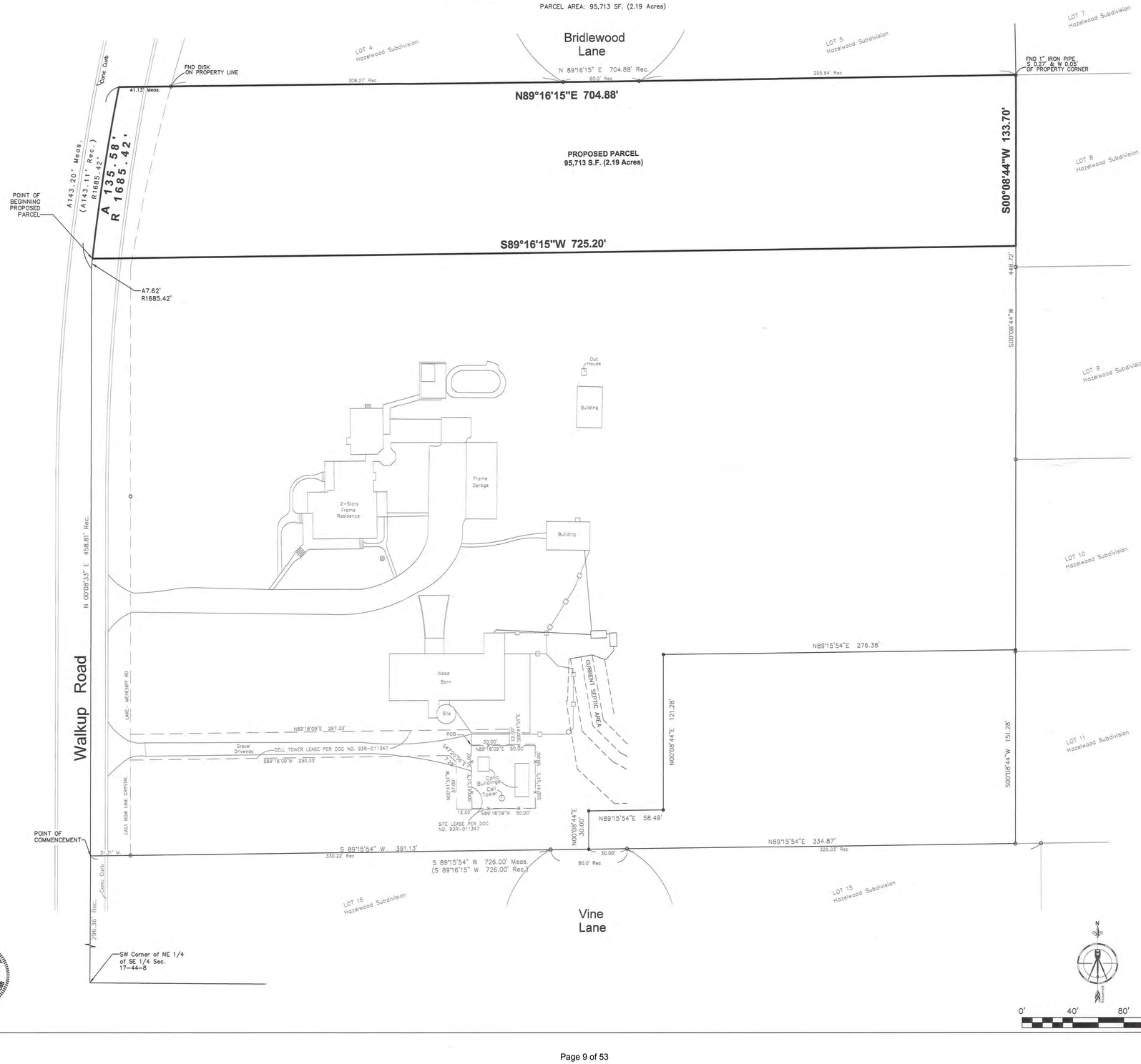
NOTARY PUBLIC

OFFICIAL SEAL
CHRISTY L HANSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/12/24

Plat of Survey

LEGAL DESCRIPTION: THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 8 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED ON THE WEST LINE OF SAID QUARTER QUARTER, 296.36 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER; THENCE NORTH 0°09'34" EAST ALONG THE WEST LINE OF SAID QUARTER QUARTER FOR A DISTANCE OF 458.81 FEET TO THE CENTERLINE OF CRYSTAL LAKE–MCHENRY ROAD (COUNTY ROUTE #6); THENCE NORTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROUTE #6, BEING ALONG A CURVE HAVING A RADIUS OF 1685.42 FEET AS SAID CURVE IS CONVEXED TO THE WEST FOR AN ARC DISTANCE OF 7.62 FEET FOR A POINT A BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID CENTERLINE, BEING A CURVE HAVING A RADIUS OF 1685.42 FEET, AN ARC DISTANCE OF 135.58 FEET; THENCE NORTH 89°16'15" EAST, 704.88 FEET; THENCE SOUTH 00°08'44" WEST, 133.70 FEET; THENCE SOUTH 89°16'15" WEST, 725.20 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL AREA: 95,713 SF. (2.19 Acres)



RECEIVED
MAY 6 2024
McHENRY COUNTY
PLANNING AND DEVELOPMENT

THIS DOCUMENT IS NOT VALID WITHOUT THE SURVEYOR'S SEAL

STATE OF ILLINOIS }ss
COUNTY OF MCHENRY }

IN MY PROFESSIONAL OPINION, AND BASED ON MY OBSERVATIONS, I HEREBY CERTIFY THAT THE PLAT HEREON DRAWN IS A TRUE REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED MAY 3, 2024
JEFFREY A. SPIREK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3898
REGISTERED AGENT FOR LUCO SURVEYING
LICENSE TO BE RENEWED NOVEMBER 30, 2024

JEFFREY A. SPIREK 35-3898 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CRYSTAL LAKE, ILLINOIS

NOTES:
- COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED AND REPORT ANY DIFFERENCE IMMEDIATELY.
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- BEARINGS AS SHOWN ARE ASSUMED AND ARE SO INDICATED FOR INTERIOR ANGLES ONLY.
- BUILDING LINES AND EASEMENTS AS SHOWN ARE BASED SOLELY ON PROVIDED DOCUMENTS.
- UTILITIES WITHIN EASEMENTS OR UNDERGROUND UTILITIES (IF ANY), INCLUDING, BUT NOT LIMITED TO CONDUITS AND CABLES ARE NOT SHOWN HEREON.

LEGEND	
○	FOUND IRON PIPE/BAR/DISC
●	SET IRON BAR
⊗	FOUND/SET PK NAIL
×	FOUND/SET "X"
◎	STORM MANHOLE

ABBREVIATIONS

PUE	PUBLIC UTILITY EASEMENT
MUE	MUNICIPAL UTILITY EASEMENT
VUE	VILLAGE UTILITY EASEMENT
LE	LANDSCAPE EASEMENT
DE	DRAINAGE EASEMENT
BSL	BUILDING SETBACK LINE
PC	POINT OF CURVATURE

FENCES

WOOD
CL/METAL/WIRE
PLASTIC/VINYL

LUCO SURVEYING
PROFESSIONAL DESIGN FIRM NO. 184.007972
54 Lou Street, Crystal Lake, IL 60014
A Division of Polaris Surveying, Inc.
Telephone: (815) 526-3974
E-mail: admin@lucosurveying.com

Common Address:	2708 Walkup Road, Crystal Lake, IL
PIN:	14-17-426-009
Job Number:	23-69381 Drafted By: JPC
Client:	Mey, David
Reference:	N/A
Field Work Completion:	3/25/2019
Revision:	

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

NATURAL RESOURCES INFORMATION REPORT

22-058-4449

November 2, 2022

This report has been prepared for:
David Mey

Contact Person:
William Hellyer

PREPARED BY:
McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT
1648 S. EASTWOOD DR.
WOODSTOCK, IL 60098
PHONE: (815) 338-0444
www.mchenryswcd.org

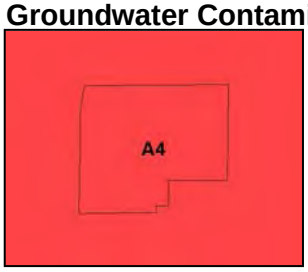
The McHenry-Lake County Soil & Water Conservation District is an equal opportunity provider and employer.

EXECUTIVE SUMMARY OF NRI REPORT #22-058-4449

It is the opinion of the McHenry-Lake County Soil and Water Conservation District Board of Directors that this report as summarized on these pages are pertinent to the requested zoning change.



Groundwater Contamination Potential and Recharge Areas:

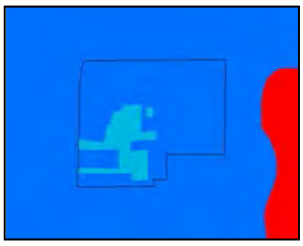


Aquifer Sensitivity Map (*This is the area beneath the soil profile down to bedrock)

The Geologic features map indicates the parcel is comprised of A4 geologic limitations. A4 has a high aquifer contamination potential.

Sensitive Aquifer Recharge Areas (Includes the soil profile and underlying geology).

The Sensitive Aquifer Recharge Map indicates the parcel is not within an area designated as Sensitive Aquifer Recharge (red areas on map).



Soil Leachability Map (This is only the soil profile within the parcel from the surface down to approx. 5 feet).

The Soil Leachability Index indicates 7.20 acres or 84.31% of the parcel has a moderate leaching potential for fertilizers (includes household use). Identified in blue.

Soil Permeability Map (This is only the soil profile within the parcel from the surface down to approx. 5 feet. Soil permeability is a reflection of the speed in which water (with or without pollutants) can move through the soil profile.)

The USDA-NRCS Soil Survey Map of the area indicates there are no highly permeable soils on the parcel that allow water to rapidly move through the soil profile.

Soil Limitations (This evaluates the parcel from the surface down to approximately 5 feet.):

Basement Limitations

The NRCS Soils Survey indicates there are no sever limitations for basements due to water related or soil property limitations.

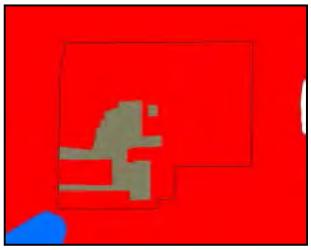
Septic Limitations

The NRCS Soils Survey indicates there are no septic limitations on the parcel.



Erosion Ratings

The NRCS Soils Survey indicates 0.19 acres or 2.28% of the parcel contains Highly Erodible Soils (identified in green). Additional, measures should be taken within these areas to ensure sediment does not leave the site. The McHenry-Lake SWCD has two staff members certified in Sediment and Erosion Control and can aid the petitioner by reviewing erosion control plans and make recommendations.



Prime Farmland Soils
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 7.20 acres or 84.31% of the parcel is comprised of prime farmland soils.

Hydric Soils
The NRCS Soil Survey indicates there are no hydric soils on the parcel.

Floodplain Information:

The Flood Insurance Rate Map
Indicates there is no 100-year floodplain present on this parcel.

Flood of Record Map (Hydrologic Atlas)
The Flood of Record Map for this area indicates there has been no previous flooding on the parcel.

Wetland Information:

USDA-NRCS Wetland Inventory
The NRCS Wetlands Inventory indicates there are no wetlands on the parcel.

ADID Wetland Inventory
The ADID Wetland Study indicates there are no wetlands on the parcel.

Cultural Resources: None identified



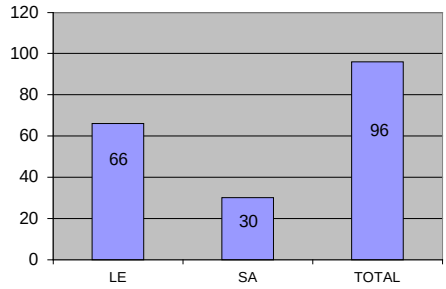
Preserved or Recognized Ecological Sites: Office maps indicate the Land Conservancy of McHenry County's Weiler Conservation Easement is northwest of the parcel.

Woodlands: There are existing mature trees mainly in the western half of the parcel and along the southern and eastern boundaries.

Agricultural Areas: Office Maps indicate there are no State designated agricultural areas on the parcel in question.

Conservation Design: This parcel qualifies for Conservation Design due to the amount of High Aquifer Contamination Potential which exceeds 20% of the site and 200 ft. abutting zone.

Land Evaluation Site Assessment (LESA)
The Land Evaluation and Site Assessment system indicates this parcel's zoning request has a **low impact to existing land use and resources**.



CONCERNS OF THE MCSWCD BOARD

The McHenry-Lake County Soil & Water Conservation District Board does not have any additional concerns regarding this zoning change at this time.

REFERENCES

A Citizens' Guide to Protecting Wetlands. By The National Wildlife Federation. Washington, D.C., March 1989

Agricultural Areas Inventory
McHenry County Soil & Water Conservation District

FIRM - Flood Insurance Rate Maps for McHenry County. Prepared by FEMA - Federal Emergency Management Agency.

Flood of Record (Hydrologic Atlas) for McHenry County
U.S. Geologic Survey

Geologic Mapping for Environmental Planning, McHenry County, Illinois. Department of Natural Resources Illinois State Geological Survey, Circular 559, 1997

Geology For Planning in Boone and Winnebago Counties. State Geological Survey Division, Circular 531. 1984

Hydrologic Unit Map for McHenry County.
Natural Resources Conservation Service, United States Department of Agriculture

Hydric Soils of the United States. USDA Natural Resources Conservation Service, 1987.

Illinois Natural Areas Inventory
Illinois Department of Natural Resources

Land Evaluation and Site Assessment System. 2005. The McHenry County Department of Planning and McHenry County Soil and Water Conservation District. In cooperation with: USDS, Natural Resources Conservation Service

McHenry County Advanced Identification of Wetlands (ADID)
Northeastern Illinois Planning Commission

McHenry County Health Code relating to septic system suitability

McHenry County 2030 Land Use Plan
McHenry County Dept. of Planning and Development

McHenry County Natural Areas Inventory
McHenry County Conservation District

McHenry County, Illinois Fire Protection Districts
McHenry County Dept. of Planning and Development

McHenry County, Illinois Historic Landmarks
McHenry County Historic Preservation Committee

Natural Resources Conservation Service Wetland Inventory Map. United States Department of Agriculture

The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities, prepared by the Nature Conservancy Great Lakes Program 79W. Monroe Street, Suite 1309, Chicago, IL 60603, January 1994

Wetlands - The Corps of Engineers' Administration of the Section 404 Program July 1988 (GAO/RCED-88-110)

Soil Erosion by Water - United States Department of Agriculture Natural Resources Conservation Service. Agriculture Information Bulletin 513.

Soil Survey of McHenry County, Illinois Part 1 and Part 2
Natural Resources Conservation Service, United States Department of Agriculture.

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: New Directions Addiction Recovery Services – Zero Fest Special Event Request and Closure of Beardsley Street (August 23, 24 and 25 from Main Street to Ellsworth Street) – August 24, 2024

Recommendation: Motion to approve the application for a Special Event for Zero Fest to be held on August 24, 2024, including street closure, pursuant to staff recommendations

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

Background: The applicant has applied for a Special Event to hold a fun fall event for people of all ages to enjoy, without the promotion of alcohol. This event will be used as a way to raise awareness of New Directions Addiction Recovery Services. The Other Side is a project of the non-profit New Directions Addiction Recovery Services, and hosting this event will provide the community an example of what services are provided. This is the second year of the event. In 2023 the event was held the same weekend as Johnny Appleseed Festival.

This event would include live music, non-profit vendors, local artists, food trucks, bags tournament and a raffle. Surrounding businesses like Dark Heart Tattoo, PSI Management and the Downtown Crystal Lake Organization business have provided letters of support.

The applicant is proposing to block off Beardsley Street between Short Street and Ellsworth Street beginning at 3:00 p.m. Friday, August 23rd to set up the stage. The barricade at Short Street will be relocated to Main Street on Saturday, August 24th so that the organizers can finish setting up for the event to begin at 10:00 a.m. All barricades will be removed, and the site cleaned by 10:00 a.m. on Sunday, August 25th. New this year, they are also proposing to place a tent with seating, games, vendors, portable toilets and handwashing stations in the City's portion of the parking lot located at 143 Beardsley Street for their event. The organizers will designate dedicated parking spaces for the tenants of 125-129 Main Street in the parking lot located at 91 Ellsworth Street.

A hold harmless agreement and certificate of insurance of applicant are on file.

If the request is approved, staff recommends the following conditions:

1. The approval is valid for Friday, August 23, Saturday, August 24, and Sunday August 25, 2024. The closure of Beardsley Street is permitted from 3:00 pm on Friday, August 23, 2024 to 10:00 am Sunday, August 25, 2024.
2. All electrical must comply with the 2017 National Electric Code and is subject to an inspection prior to starting the event.
3. The applicant must notify all business owners along Main Street, from the railroad tracks to Prairie Street that Beardsley Street will be closed beginning at 3:00 pm on Friday, August 23 through 10:00 am on Sunday, August 25, 2024, a minimum of 2 weeks prior to the event.
4. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.
5. Any tent/canopy must be anchored using stakes, sand, or concrete blocks.
6. Generators, if used, must be a minimum of 20 feet from any tents and/ or canopies, and protected from the public fencing, enclosures, or there approved means. *Generators should be properly outlined by the manufacturer.*
7. All electrical cords shall be covered to avoid a potential trip hazard. Electrical cords shall utilize an approved, commercially available cord protector.
8. Food trucks shall be inspected PRIOR to the event. Food trucks are required to provide a valid City of Crystal Lake certificate of inspection upon demand. City of Crystal Lake employees shall provide identification. A list of currently inspected food trucks is available by contacting Community Development.
9. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Downtown amenities and landscaping must be properly maintained and/or restored to their original condition, as necessary. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)
10. The event organizer must schedule a meeting with the Fire Prevention Bureau at least one week prior to the event by calling 815-356-3640 regarding cooking and other requirements for tents and canopies. Canopies/tents must be adequately anchored using sand, water, concrete, or guide lines. No drilling stakes into the concrete or asphalt. Cooking tents/canopies must be of a flame-resistant material, or treated as such. No smoking is allowed in or under any tents/canopies. A portable fire extinguisher(s) must be present under tents/canopies.
11. Provide approved access for emergency vehicles to gain entry to the event as well as maintain access to the existing structures. This must include a minimum 20-foot access on Beardsley Street between Main Street and Ellsworth Street. Any barricades used must be easily moveable for emergency access.
12. Pre-event advertisements and event-day signage should direct motorists to the commuter lots for parking.
13. The petitioner must erect approved barricades and advance-warning signs for the temporary closure of Beardsley Street. These signs and barricades must only be in place during the approved time for the road closure.

The applicant has been made aware of these recommended conditions and advised to attend the June 4, 2024 City Council meeting to answer any questions.

Votes Required to Pass: A simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME: Zero Fest **EVENT LOCATION:**
135 Beardsley Street, Crystal Lake IL 60014

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
Zero Fest is the second annual sober festival hosted by The Other Side, a sober bar and café in Crystal Lake. The purpose of the event is two-fold:
-To raise awareness for non-profit New Directions Addiction Recovery Services' mission: supporting the process of recovery from substance use disorders
-To provide a safe and substance free festival environment that can be enjoyed by those inside & outside "recovery." There will be food, music, activities.

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 20 - 40

9. Estimated attendance: 2,000 – 4,000

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Hank Besant

13. Contact Information for Event Manager:

Address: 3001 Highland Dr., Cary IL 60013

(Please check preferred means of contact)

Daytime phone: 779-220-9843 ❑

Emergency phone: ❑

Cell phone: ❑

Email: ❑

EVENT OPERATION

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

Set Up: Friday, August 23 @ 3:00PM (Stage Setup)
Only the stage area (as represented in the map) will be blocked off on Friday. We will set up the gate area as a barricade and occupy the rest of the street allocated to us on the map with food trucks on Saturday morning.

Event: Saturday, August 24 10:00AM – 10:00PM

Dismantling: Sunday, August 25 by 10:00AM

15. Hours of the event:

Set Up: 3:00PM, Friday, August 23 – 10:00AM Saturday, August 24

Event: 10:00AM – 10:00PM Saturday, August 24

Dismantling: 10:00PM Saturday, August 24 – 10:00AM Sunday, August 25

CITY MANAGER'S OFFICE

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

***If yes, please complete attached Raffle License Application**
(Already filed with the city)

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

(Already filed with the city)

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

18. Will alcoholic beverages be served or sold at the event? ❑ Yes* ❑ No
If yes, what type of alcoholic beverages will be served?

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

Temporary community event signs ❑ Yes ❑ No

Temporary neighborhood event signs ❑ Yes ❑ No

Directional signs ❑ Yes ❑ No

Banner ❑ Yes ❑ No

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

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

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

Description of Products: Zero Fest will have **6 – 8** Food trucks parked along a portion of Beardsley Street, all with proper temporary food establishment permitting

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

Name of Company: Ed's Rental
Address: 5407 E Terra Cotta Ave
Phone: 815-455-3232

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

If yes, please specify the power requirements and plan for provision
(3) Craftsman 3000 Watt Inverter Generators, (1) Lincoln 8k Watt Generator

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
The Other Side has a first aid kit on hand. Volunteers from the Crystal Lake Alano Club will have a first aid kit as well. The Other Side staff will have walkie talkies for efficient communication in case of emergencies.

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify: We will vend water, but no water activities will be included.

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

❑Barricade Borrowing Application
❑Certificate of Insurance/Hold Harmless Agreement
❑Raffle License Application
(Alaina has it)
❑Temporary Liquor License Application

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

Henry Besant

_____ 5/23/24

Signature Date

Hank Besant

Print Name

STAFF USE ONLY Assigned City Department:_____ Assigned City Staff Liaison: _____ Meeting with Event Organizer Required:

❑ Yes ❑ No City Council Approval Required: ❑ Yes ❑ No

"Zero Fest" Letter of Support

I, the owner/manager of 125 – 129 Main Street, Crystal Lake, Illinois,

support The Other Side's festival "Zero Fest" which will happen on August 24th, from 10AM – 10PM. The festival will block off a portion of Beardsley St., from Main St. to Ellsworth Street. The festival will have food trucks and live music throughout the day, as well as promote the New Directions mission: to support the process of recovery from substance use disorders. Setup will begin a day prior, Friday August 23rd at 3PM and take down will be complete by Sunday, Aug 25th, by 10AM.

Signature of neighboring business owner: AS AGENT FOR OWNER

Date: 5/16-24

"Zero Fest" Letter of Support

I, the owner/manager of 140 Beardsley located at Beardsley + Ellsworth

support The Other Side's festival "Zero Fest" which will happen on August 24th, from 10AM – 10PM. The festival will block off a portion of Beardsley St., from Main St. to Ellsworth Street. The festival will have food trucks and live music throughout the day, as well as promote the New Directions mission: to support the process of recovery from substance use disorders. Setup will begin a day prior, Friday August 23rd at 3PM and take down will be complete by Sunday, Aug 25th, by 10AM.

Signature of neighboring business owner: Bill Cashon

Date: 5/23/2024

Hello, on behalf of Dark Heart Tattoo we fully support zero fest. Looking forward to your event on August 24th.
Thanks for always being great neighbors to our business.



Joe & Chelsea
Beatty

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

May 17, 2024

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

Dear Mr. Helm,

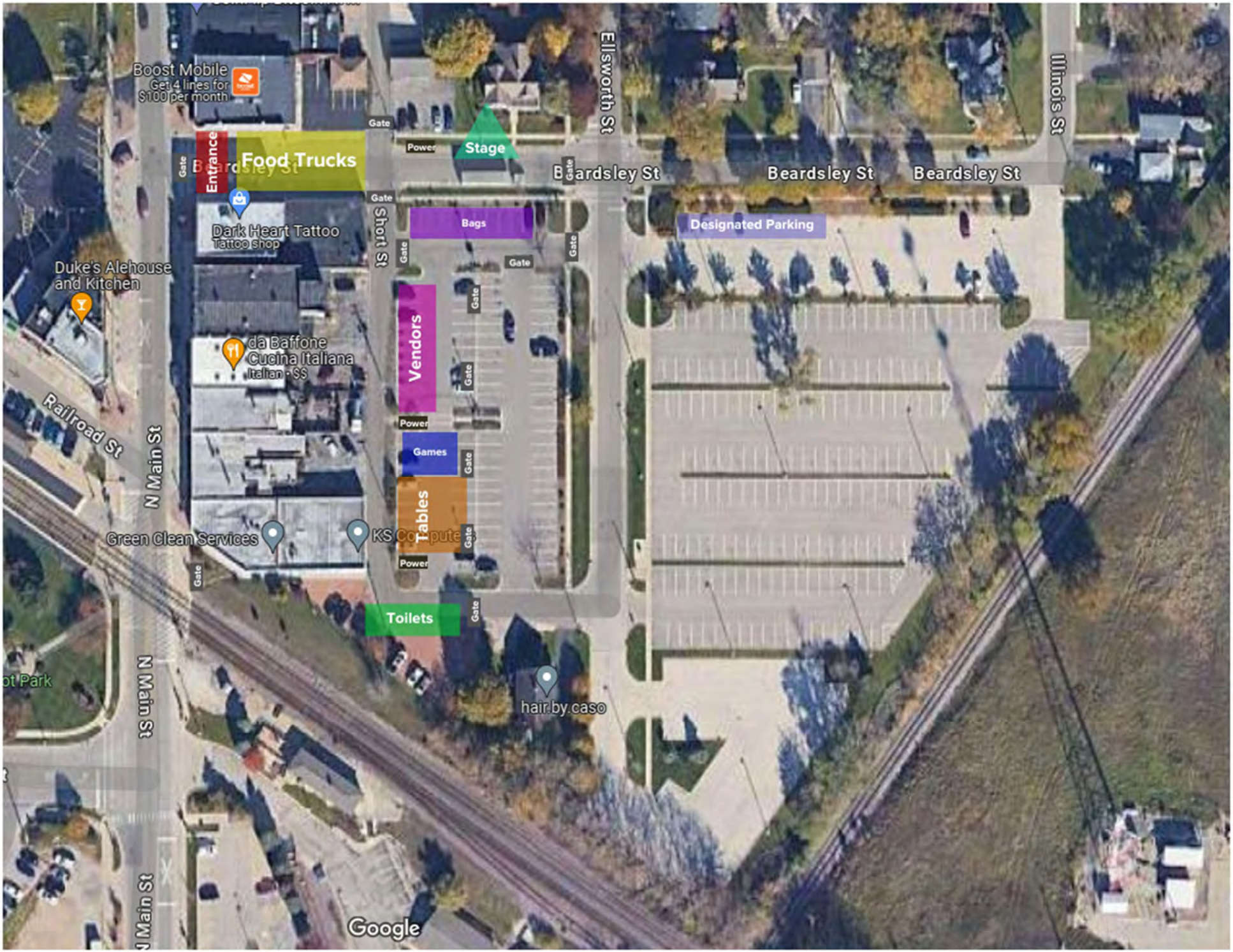
I am writing on behalf of the Historic District of Downtown Crystal Lake (Downtown Crystal Lake/Main Street) to express our full support for "Zero Fest" (a sober event) being planned by The Other Side Cafe & Sober Bar for Saturday, August 24, 2024. We understand part of the request is to close off a portion of Beardsley St. (from Main St. to Ellsworth St.), and we are in support of this plan.

We are very grateful for the work that The Other Side and New Directions are doing in our community and are eager to support their visions and efforts in any way that we can. We also value the goal of this particular event, which is to create a concert & food truck experience free of the typical component of alcohol. We understand The Other Side Cafe & Sober Bar to have all of the necessary insurance coverage to host this event, but if there is other logistical support they could use from us, we would be happy to assist.

Please let me know if you have any questions or need any further information.

Sincerely,

Joy Neal
Executive Director
Downtown Crystal Lake/Main Street


Boost Mobile
Get 4 lines for $100 per month
Entrance
Food Trucks
Stage
Gate
Power
Ellsworth St
Illinois St
Beardsley St
Beardsley St
Beardsley St
Dark Heart Tattoo
Tattoo shop
Short St
Bags
Designated Parking
Duke's Alehouse and Kitchen
da Baffone Cucina Italiana
Italian · $$
Vendors
Railroad St
N Main St
Games
Tables
Green Clean Services
KS Co
Toilets
hair.by.caso
Google

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Ordinance approving amendment to the City Code to adopt Chapter 585 relating to the extension of Annexation Agreements

City Council Discretion:
a. To approve ordinance amending the City Code in order to adopt Chapter 585, which allows the extension of annexation agreements for an additional period of up to ten (10) years beyond the current 20-year term limitation.
b. Take no action

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

Background:

- The Illinois Municipal Code allows annexation agreements to have a maximum term of 20 years. As a home rule municipality, the City may extend this maximum term through an amendment to its City Code.
- The attached proposed amendment to the City Code would allow the City to approve annexation agreement amendments which can extend the original annexation agreement for up to 10-years beyond the 20-year limitation period, thus allowing annexation agreements to be valid for a maximum of 30 years.
- Northern Illinois Tree Services is requesting a five-year extension to their annexation agreement which was valid from 2004 through August 17, 2024. This amendment to the City Code would allow the Council to act on the requested extension.

Votes Required to Pass: A simple majority vote

Ordinance #:
File

ORDINANCE ADOPTING CHAPTER 585 OF THE CODE OF ORDINANCES OF THE CITY OF CRYSTAL LAKE RELATING TO THE EXTENSION OF ANNEXATION AGREEMENTS

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

WHEREAS, pursuant to its home rule authority and in accordance with 65 ILCS 5/11-15.1-1 (the "Act") the City is authorized to enter into annexation agreements with the owners of record of land; and

WHEREAS, the Act provides that annexation agreements may be in force for a period not to exceed twenty (20) years; and

WHEREAS, pursuant to its home rule authority, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to adopt Chapter 585 of the Code of Ordinances of the City of Crystal Lake (the "Code") in order to allow for the extension of annexation agreements for an additional period of up to ten (10) years when the property which is the subject of the annexation agreement has not been fully developed and/or improved.

.

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

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

SECTION TWO. Adoption of Chapter 585. Chapter 585 of the City Code is hereby adopted and shall hereinafter provide as follows:

CHAPTER 585. EXTENSION OF ANNEXATION AGREEMENTS

§ 585-1 Purpose. To allow for the extension of annexation agreements beyond twenty years in connection with property which is not fully developed and/or improved.

§ 585-1 Extension of Annexation Agreements.

Any annexation agreement in effect between the City and the owner of record of property may be extended beyond the twenty (20) year limitation period set forth in 65 ILCS 5/11-15.1-1 where the property which is the subject of the annexation agreement is not fully developed and/or improved. Such extension shall be for a period not to exceed ten (10) years beyond the expiration of the aforementioned twenty (20) year period.

§ 585-2 Procedure for Extension.

The extension of an annexation agreement pursuant to this Article shall be effectuated by an amendment to the original annexation agreement. Such amendment shall be made in accordance with the procedures set forth in 65 ILCS 5/11-15.1-3.

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

DATED this 4th day of June, 2024

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 4, 2024
APPROVED: June 4, 2024

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

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: **ANNEXATION AGREEMENT PUBLIC HEARING**

Request: First Amendment to Annexation Agreement with Pete Sonneville d/b/a Northern Illinois Tree Service, Inc. in order to allow a five-year extension of the Annexation Agreement.

Petitioner: Pete Sonneville
4910 E. Crystal Lake Avenue

City Council Discretion: a. To adopt resolution approving the First Amendment to Annexation Agreement with Pete Sonneville, d/b/a Northern Illinois Tree Service, Inc., in order to allow a five-year extension of the Annexation Agreement and the continuation of existing uses.
b. Take no action

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

Background:

- The property was annexed August 17, 2004 after the property owner petitioned to be annexed. The owner desired to continue the existing use and did not have an avenue to do so with County ordinances at the time. As part of the Annexation the property was zoned RE Residential Estate. The Annexation Agreement provided for a twenty-year term.
- The annexation agreement allowed the continued operation of Northern Illinois Tree Services and all current activities including storage of equipment, firewood, tree nursery, accessory uses and signage.

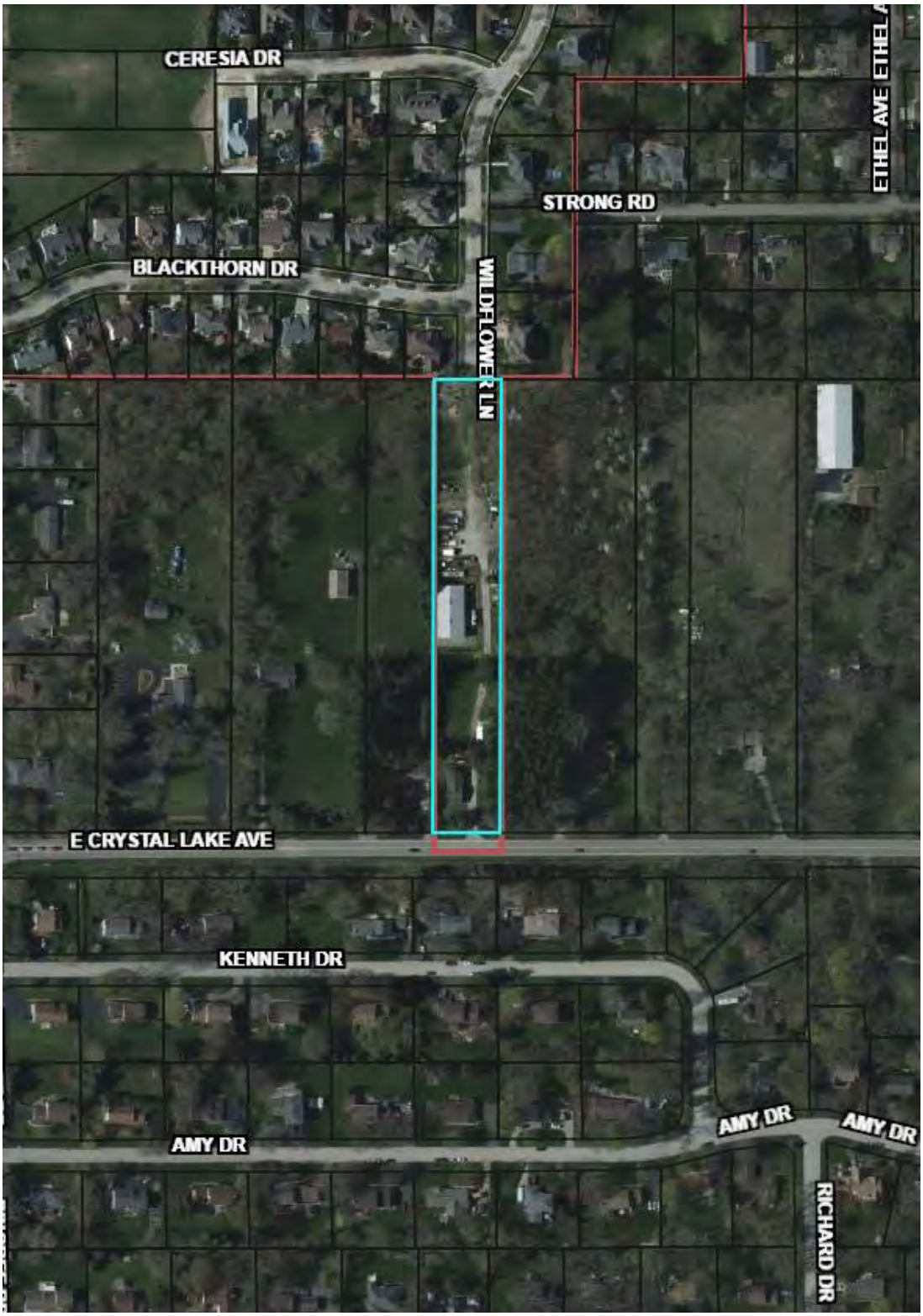
Key Points:

- The current uses of the property are not allowed in the RE zoning district so they can only continue with the extension of the annexation agreement.
- The attached resolution would approve a First Amendment to the Annexation Agreement which would allow a five-year extension of the Annexation Agreement and the continuation of the existing uses.

- The City has not received any complaints regarding the land use in recent years.

Votes Required to Pass: A two-thirds majority vote (5 votes) for the Annexation Agreement

PIQ Map
4910 E. Crystal Lake Avenue



RESOLUTION APPROVING FIRST AMENDMENT TO ANNEXATION AGREEMENT BETTWEN THE CITY OF CRYSTAL LAKE AND PETE SONNEVILLE DOING BUSINESS AS NORTHERN ILLINOIS TREE SERVICE, INC.

WHEREAS, PETE SONNEVILLE doing business as NORTHERN ILLINOIS TREE SERVICE, Inc. is the owner of the following described property:

THE EAST 125 FEET OF THE WEST 1000 FEET OF THE SOUTH 871.2 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

PIN# 14-34-351-015 (hereinafter, the "PROPERTY")

WHEREAS, the CITY and the OWNER entered into an annexation agreement relating to the PROPERTY dated August 17, 2004 (the "ANNEXATION AGREEMENT"); and

WHEREAS, the ANNEXATION AGREEMENT provided a term of twenty (20) years from the date of its execution; and

WHEREAS, the OWNER and the CITY desire to extend the ANNEXATION AGREEMENT for an additional five-year term, through August 17, 2029.

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

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

SECTION TWO. Approval of First Amendment to Annexation Agreement. The First Amendment to the Annexation Agreement is hereby approved in substantially the form attached hereto as Exhibit A.

.

DATED this 4th day of June, 2024

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK
By Eric Helm, Deputy City Clerk

PASSED: June 4, 2024
APPROVED: June 4, 2024

FIRST AMENDMENT TO ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO ANNEXATION AGREMENT is made and entered into this ___ day of June, 2024 by and between the City of Crystal Lake, a municipal corporation of the State of Illinois (hereinafter, the "CITY") and PETE SONNEVILLE, doing business as NORTHERN ILLINOIS TREE SERVICE, INC (hereinafter referred to as "OWNER")

WHEREAS, PETE SONNEVILLE doing business as NORTHERN ILLINOIS TREE SERVICE, Inc. is the owner of the following described property:

> THE EAST 125 FEET OF THE WEST 1000 FEET OF THE SOUTH 871.2 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS
>
> PIN# 14-34-351-015 (hereinafter, the "PROPERTY")

WHEREAS, the CITY and the OWNER entered into an annexation agreement relating to the PROPERTY dated August 17, 2004 (the "ANNEXATION AGREEMENT"); and

WHEREAS, the ANNEXATION AGREEMENT provided a term of twenty (20) years from the date of its execution; and

WHEREAS, the OWNER and the CITY desire to extend the ANNEXATION AGREEMENT for an additional five year term, through August 17, 2029.

NOW THEREFORE, in consideration of mutual promises set forth in the ANNEXATION AGREMENT and the mutual interest of the CITY and the OWNER to extend the ANNEXATION AGREEMENT, the CITY and the OWNER agree as follows:

1. The term of the ANNEXATION AGREMENT is extended for an additional period of five (5) years, through August 17, 2029.
2. This agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the OWNER and upon the CITY
3. This agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants and agreement herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Annexation Agreement the day and year first above written

CITY OF CRYSTAL LAKE

By:_____

Haig Haleblian, Mayor

Attest: _____

City Clerk

PETE SONNEVILLE, D/B/A NORTHERN ILLINOIS TREE SERVICE, INC.

By:_____

Planning & Economic Development
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, Illinois 60014

May 20, 2024

NOTICE OF ANNEXATION AGREEMENT HEARING

PLEASE TAKE NOTICE THAT, pursuant to 65 ILCS 5/11-15.1-1 *et seq.*, the Corporate Authorities of the City of Crystal Lake, Illinois will conduct a public hearing on a proposed extension of the annexation agreement entered into between Pete Sonneville, doing business as Northern Illinois Tree Services and the City of Crystal Lake, dated August 17, 2004, relating to the territory described below on June 4, 2024 at 7:00 p.m. at the Crystal Lake City Hall, 100 West Woodstock Street, Crystal Lake, Illinois. Following such hearing, said Corporate Authorities may consider action on such annexation agreement extension.

The territory which is the subject of the annexation agreement extension consists of a parcel totaling approximately 2.5 acres and being more commonly known as 4910 E. Crystal Lake Avenue, Crystal Lake, McHenry County, Illinois.

The territory for which the annexation agreement is subject to is legally described as follows:

THE EAST 125 FEET OF THE WEST 1000 FEET OF THE SOUTH 871.2 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

Said annexation containing 2.5 acres, more or less, all situated in McHenry County, Illinois.

Anyone with questions or seeking additional information regarding the annexation agreement extension should contact Elizabeth Maxwell at 815-356-3738 or planning@crystallake.org. All persons interested in commenting on the proposed annexation agreement extension shall have the right to be heard at the time herein prescribed. Such hearing may be continued to another date without further notice.

Thank you,
Nick Kachiroubas, City Clerk

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 17th day of August, 2004, by and between the City of Crystal Lake, a municipal corporation of the State of Illinois (hereinafter referred to as the "CITY"), by and through its Mayor and Members of the City Council, (hereinafter referred to collectively as "CORPORATE AUTHORITIES"), PETE SONNEVILLE, doing business as NORTHERN ILLINOIS TREE SERVICE, (hereinafter referred to as "OWNER"):

WITNESSETH:

WHEREAS, PETE SONNEVILLE doing business as NORTHERN ILLINOIS TREE SERVICE is the owner of the following described property:

THE EAST 125 FEET OF THE WEST 1000 FEET OF THE SOUTH 871.2 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

PIN# 14-34-351-015

WHEREAS, the subject property is contiguous to the corporate limits of the City;

WHEREAS, the Owner has filed a petition which was also signed by all of the electors who reside upon the property;

WHEREAS, the subject property is not included within the corporate limits of any municipality;

WHEREAS, the Owner desires that the subject property be annexed to the City under certain terms and conditions in the manner hereinafter specified, and it is in the best interest of the City that the subject property be so annexed in accordance with the provisions of this Agreement;

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, (65 ILCS 5/11-15.1-1), the proposed annexation agreement in the form and

substance the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, as provided in the statutes; and

WHEREAS, pursuant to notices as required by the statutes of the State of Illinois and the Comprehensive Zoning Ordinance of the City, a public hearing was held before the Zoning Board of Appeals of the City upon the requested zoning classification and the recommendations of the Zoning Board of Appeals of the City were submitted to the Corporate Authorities;

WHEREAS, the subject property is located within the Crystal Lake Rural Fire Protection District, the trustees of which have been given proper notice of the proposed annexation and of all public hearings with respect to the Annexation Agreement and proposed ordinances and amendments pursuant to statute;

WHEREAS, the Trustees of said Fire District, as well as the Nunda Township Highway Commissioner and Nunda Township Supervisor, and Nunda Township Trustees were notified by certified mail at least ten (10) days in advance of any action taken with respect to the annexation of the subject property, and

WHEREAS, an Affidavit of said Notice was served in accordance with applicable statutes was filed with the City and has been filed with the Recorder of Deeds of McHenry County;

WHEREAS, no part of the subject property is located within any public library district;

WHEREAS, all other pertinent and relevant matters in the addition to those referred to or included in this Annexation Agreement have been considered by the parties hereto and the Corporate Authorities of the City believe that it is in their best interests and considered judgment that the continued development of the subject real property in accordance with the terms and provisions of this Agreement will inure to the benefit of the City.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreement herein contained, the parties agree as follows:

1. That the representations and recitals set forth in the foregoing preamble are material to this Agreement and the parties hereby confirm and declare their truth and validity and hereby

incorporate such representations and recitals into this Agreement.

2. The City agrees to annex the subject property legally described above, said annexation to be on the terms and conditions set forth in this Agreement.

3. The City agrees that immediately upon the execution of this Agreement to enact an ordinance annexing the subject property as described in said Petition for Annexation and legally described above.

4. The City agrees to enact simultaneously with the execution of this Agreement, an ordinance classifying this property as RE-1 Residential Estate. The continued operation of the business known as Northern Illinois Tree Service with all of its current activities including storage of equipment, firewood, tree nursery, accessory uses and signage as shown by the Survey dated May 8 1990 and subject to the recommendations of the Zoning Board of Appeals is permitted for the duration of this agreement. Furthermore with regard to signage panel changes may be made during the life of the agreement. These plans are subject to modification in order to comply with staff recommendations.

In the event the owners violate the provisions of this paragraph, the owners agree that the City shall have the right to enforce the provisions of paragraph 4 in any lawful manner including, but not limited to, the filing of a complaint in the matter of the violation of the City's ordinance.

5. All future additions, repairs or replacements of the existing building, except as provided in this paragraph, shall be in accordance with the provisions of the codes and ordinances of the City. The Owners shall be permitted to construct additional buildings or parking areas in accordance with the provisions of the codes and ordinances of the City.

6. The plans and specifications for construction and installation of any sanitary sewer and water facilities of the City of Crystal Lake and the connections and extensions therefore shall be compatible with intended use and shall be subject to the approval by the City Engineer of the City of Crystal Lake. The construction and installation of sanitary sewer and water facilities, extensions and connections shall be at the expense of the Owner and upon final approval and

acceptance by the city of the public facilities, shall become the property of, and maintained by the City of Crystal Lake. If the Owner constructs and installs any sanitary sewer and water facilities, connections and extensions which benefits in any way property lying outside the subject property, the City of Crystal Lake agrees, pursuant to statute to execute a contract with the Owner by which the City of Crystal Lake agrees to reimburse the Owner for an equitable portion of the cost of such facilities from fees charged to owners of property not within the subject property, when and as collected from such Owners. Such contract shall describe the property outside the premises which may reasonably be expected to benefit from the facilities and shall specify the equitable amount or proportion of the cost of such facilities which is to be incurred primarily for the benefit of that property. Such contract shall also provide that the City of Crystal Lake shall collect such fees charged to the owners of property not within the premises prior to the connection to and use of the said facilities by the respective properties of each owner. The City of Crystal Lake shall assist the Developer in obtaining all the necessary easements, not already in existence, to enable the installation of such connections and extensions to be accomplished. The Owner and the City of Crystal Lake agree that if the Owner elects to construct and install sanitary sewer and water facilities to be attached to the sanitary sewer and water facilities of the City of Crystal Lake, equitable fees will be charged to and collected from any owners of property lying outside of the premises benefited by the construction and extensions and the money collected shall be used to reimburse the Owner as provided herein. The City of Crystal Lake agrees that no benefited property owner shall be permitted to connect into and utilize said sanitary sewer and water facilities, extensions and connections without first reimbursing the Developer as herein stated in this paragraph. The City of Crystal Lake shall have no obligation under this paragraph until the terms are formalized in a separate written agreement in accordance with the provisions in the statutes.

7. Because of the Commercial nature of this property, there are no park donation fees or school donations fees assessed against this property. In addition, the City is waiving the

annexation and acreage fee as part of this annexation agreement. The City does not waive any connection fees that would be due at the time sewer or water is connected to the building on the property or to any future buildings as may be constructed on the property, except that in the event some part of the property is developed in the future for residential purposes, such school and park donations may be required pursuant to City ordinances that are in place at that time. The Owner agrees to pay the water and sewer connection fee in effect at the time of connection for each existing or future building constructed on the property.

8. The Owner agrees to change the address of the Subject Property to the City's property address numbering system within two (2) years of the date of this Annexation Agreement.

9. The Owner agrees to reimburse the City for all attorney fees, consulting fees, zoning fees, recapture fees, rebates to other service areas including water main recapture fees, other fees and expenses incurred by the City arising out of this Agreement.

10. This Agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the Owner and each of them, and upon the successor Corporate Authorities and successor municipalities of the City.

11. This Agreement shall be valid and binding for a term of twenty (20) years from the date of its execution.

12. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the Covenants and Agreement herein contained.

13. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, such provisions shall be deemed to be excised from this agreement, and the invalidity thereof shall not affect any of the other provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement the day and year first above written.

CITY OF CRYSTAL LAKE

By:_____

Attest:_____
City Clerk

PETE SONNEVILLE,

_____

This document prepared by: JOSEPH GOTTEMOLLER
MADSEN, SUGDEN & GOTTEMOLLER
Attorneys for Petitioners
One North Virginia Street
Crystal Lake, IL 60014
(815) 459-5152

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date:	June 4, 2024
Item:	REPORT OF THE PLANNING & ZONING COMMISSION Storage of America
Request:	Final Planned Unit Development
Petitioner:	Tom Fitzpatrick, petitioner 439 E. Terra Cotta Avenue
PZC Recommendation:	To approve the petitioner's request and adopt an Ordinance approving the Final Planned Unit Development for Storage of America at 439 E. Terra Cotta Avenue.
Staff Contact:	Kathryn Cowlin, Director of Community Development Elizabeth Maxwell, City Planner

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Background:

- The property is a vacant parcel annexed in 2016.
- In September 2023, the petitioner requested and received approval for the rezoning to M PUD Manufacturing Planned Unit Development, Comprehensive Land Use Map Amendment from Commerce to Industry, Preliminary Planned Unit Development to allow multiple buildings on a zoning lot, Special Use Permit for Self-Storage, Variation from the SUP criteria requiring installation of landscape at the ends of each building, and Deferral from the requirement to bury the overhead utility lines until there is an area wide program.
- The petitioner finalized the plans and addressed the review comments from the preliminary PUD approval. Therefore, this request is for the last step in the zoning approval process, Final Planned Unit Development approval.
- The plans are in compliance with the preliminary PUD approval. These previously approved plan are included in Appendix A.
- The petitioners may remove the kiosk building from the site. The kiosk was for patrons to speak with a remote worker that would help them acquire a unit. New technology is creating on site signage with a QR code to scan that takes them to the site where they can rent a unit, so no staff is needed.

PZC Highlights:

- The PZC found that this request met the Findings of Fact.

The PZC recommended **approval (6-0)** of the petitioner's request for the Final Planned Unit Development.

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Fitzpatrick, received 05/10/24)
   B. Final Plans (Gresham Smith, dated 03/28/24, received 04/24/24)
   C. Stormwater Calculations (Gresham Smith, dated 03/28/24, received 04/24/24)
   D. Kiosk (Henderson Associates Arch, dated SY Design, dated 10/24/23, received 04/26/24)

2. Signage must comply with UDO Section 4-1000.

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 and the City's Stormwater Consultant.

Votes Required to Pass: A simple majority.

PIQ MAP
439 E. Terra Cotta Avenue



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT FOR SELF-STORAGE AT 439 E. TERRA COTTA AVENUE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-244) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Final Planned Unit Development for self-storage for Storage of America at 439 E. Terra Cotta Avenue; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake held a public meeting at 7:00 p.m., on May 15, 2024, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development, and

WHEREAS, on May 15, 2024, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public meeting, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Final Planned Unit Development be approved, as documented in the minutes, and

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

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

Section I: That a Final Planned Unit Development for self-storage for Storage of America at the property commonly known as 439 E. Terra Cotta Avenue (14-33-401-003), Crystal Lake, Illinois is hereby approved.

Section II: Said Final Planned Unit Development is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Fitzpatrick, received 05/10/24)
   B. Final Plans (Gresham Smith, dated 03/28/24, received 04/24/24)
   C. Stormwater Calculations (Gresham Smith, dated 03/28/24, received 04/24/24)
   D. Kiosk (Henderson Associates Arch, dated SY Design, dated 10/24/23, received 04/26/24)

2. Signage must comply with UDO Section 4-1000.

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 and the City's Stormwater Consultant.

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Final Planned Unit Development 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 4th day of June, 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: June 4, 2024
Approved: June 4, 2024

#2023-244 Storage of America
439 E. Terra Cotta Avenue – Final Planned Unit Development for a Self-Storage
Project Review for Planning and Zoning Commission

Meeting Date: May 15, 2024

Request: Final Planned Unit Development for self-storage

Location: 439 E. Terra Cotta Avenue

Acreage: Approximately 22 acres

Existing Zoning: E Estate (vacant)

Proposed Zoning: M PUD Manufacturing Planned Unit Development

Surrounding Properties:
North: M Manufacturing
South: M PUD Manufacturing
East: M-L PUD Manufacturing Limited
West: B-2 PUD General Commercial, M and M PUD Manufacturing

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- In 2016, the property was annexed and brought in as Estate zoning.
- In 2023, Storage of America was granted the rezoning to M PUD, Comprehensive Land Use Map Amendment from Commerce to Industry, Preliminary PUD and Special Use Permit for self-storage, and a variation from the landscape requirement at the ends of buildings.
- This request is for the Final PUD.

Development Analysis:

General

- Request:
  - Final Planned Unit Development for the self-storage use. The Final PUD needs to be in substantial compliance with the Preliminary PUD.
  - Conditions of approval from the Preliminary PUD:
    - Revise fence to solid wooden of PVC fence style.

☒ *Completed* ☐ *Outstanding*

Provide full engineering for staff review for Final PUD.
☒ *Completed* ☐ *Outstanding*

Provide a detail of the kiosk for Final PUD.
☒ *Completed* ☐ *Outstanding*

Provide a final landscape plan with species, size and locations identified, as well as, a tree removal survey.
☒ *Completed* ☐ *Outstanding*

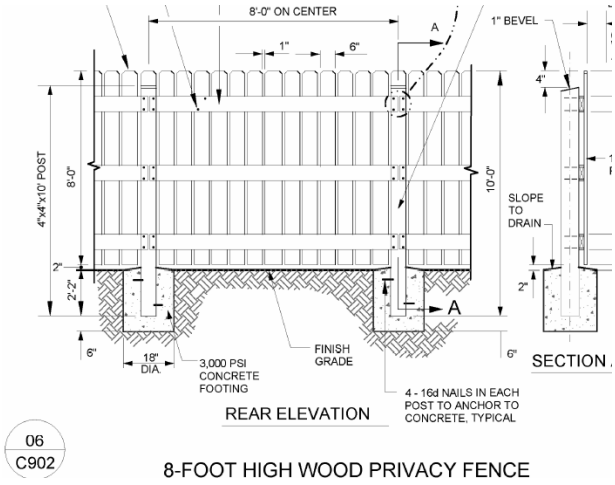
The tree removal plan would require 85.8 replacement inches, this is 34 trees. The site will contain 52 trees and 60 shrubs.

Provide a photometric plan for Final PUD.
☒ *Completed* ☐ *Outstanding*

Signage must comply with UDO Section 4-1000. Provide a sign package for Final PUD.
☐ *Completed* ☒ *Outstanding*

This condition has been copied over to this approval.

FENCE DETAIL



8-FOOT HIGH WOOD PRIVACY FENCE

KIOSK DETAIL



- Zoning: The site is zoned M PUD Manufacturing. This is an appropriate zoning for the self-storage use.
- Land Use: The land use map shows the area as Industry. This land use designation is appropriate for this use.
- Site Plan:
  - The site driveway is from Route 176.
  - The access drives around the site meet all the fire truck turning requirements.

- Landscape Plan:
  - The project will be planting the required street trees, the required landscape buffer along Route 176 and the required landscape buffer between manufacturing properties and commercial properties. The landscape plan is attached for review.

- Elevations:
  - The buildings are metal, unheated self-storage buildings.
  - Any building facades facing Route 176 will be clad with Affinity Stone Siding colored Glacier.
  - The buildings will be white with blue overhead doors.

- Engineering Plans:
  - Full engineering plans have been submitted and the petitioner has worked with the City's stormwater consultant to ensure their design meets our ordinance.

Findings of Fact:
Special Use Permit
Final Planned Unit Development
The petitioner is requesting approval of a Final Planned Unit Development for Self-Storage / Mini-Warehouses. A Planned Unit Development requires separate review because of their potential to impact surrounding properties and the orderly development of the City.

Section 2-400 B General Standards for all special uses in the Unified Ordinance establishes standards for all special uses in Crystal Lake. Briefly, the criteria are as follows:

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.
   ☒ *Meets* ☐ *Does not meet*

2. The use will not be detrimental to area property values.
   ☒ *Meets* ☐ *Does not meet*

3. The use will comply with the zoning districts regulations.
   ☒ *Meets* ☐ *Does not meet*

4. The use will not negatively impact traffic circulation.
   ☒ *Meets* ☐ *Does not meet*

5. The use will not negatively impact public utilities or municipal service delivery systems. If required, the use will contribute financially to the upgrading of public utilities and municipal service delivery systems.
   ☒ *Meets* ☐ *Does not meet*

6. The use will not negatively impact the environment or be unsightly.
   ☒ *Meets* ☐ *Does not meet*

7. The use, where possible will preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standards.
   ☒ *Meets* ☐ *Does not meet*

8. The use will meet requirements of all regulating governmental agencies.
   ☒ *Meets* ☐ *Does not meet*

9. The use will conform to any conditions approved as part of the issued Special Use Permit.
   ☒ *Meets* ☐ *Does not meet*

10. The use will conform to the regulations established for specific special uses, where applicable.
    ☒ *Meets* ☐ *Does not meet*

Self-Storage, mini warehouses. Self-Storage and mini-warehouse uses must comply with the following standards:

1. General: No business activity other than the rental of storage units shall be conducted on the premises. The storage of hazardous, toxic or explosive substances, including, but not limited to hazardous waste, industrial solid waste, medical waste, municipal solid waste, septage or used oil is prohibited.

   ☒ *Meets* ☐ *Does not meet*

2. Site layout: Buildings shall be situated such that the doorways or access points are facing away from the yards abutting street right of way.

   ☒ *Meets* ☐ *Does not meet*

3. Screening: An eight-foot-tall solid screen consisting of a solid wooden fence in accordance with the provision of Section 4-700, Fences, walls and screening, or opaque landscape along the perimeters of the property in accordance with the provisions of Section 4-400 Landscape and screening standards, shall be provided.

   ☒ *Meets* ☐ *Does not meet*

4. Landscaping: Landscaping shall be provided within a minimum five-foot wide landscape beds along the foundations of the ends of the storage buildings in accordance with the provisions of Section 4-400 Landscaping and screening standards.

   ☒ *Meets* ☐ *Does not meet*

   The petitioner received a variation from this criterion as they have five-foot deep end storage units on the ends of the buildings so they cannot place landscape there.

5. Security: Security lighting shall be provided to safely illuminate all areas of the facility. The use of photocell units and motion sensors is encouraged as a means of saving energy. If overnight security personnel will be staying at the facility, provide details regarding the

location of the proposed residence. Appropriate utilities to service the unit shall be provided. No more than one overnight unit shall be provided per facility.

☒ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use – Industry

Goal: Supporting manufacturing uses within the community, which contribute to the regional and local economy and Crystal Lake's live, work, play philosophy.

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Fitzpatrick, received 05/10/24)
   B. Final Plans (Gresham Smith, dated 03/28/24, received 04/24/24)
   C. Stormwater Calculations (Gresham Smith, dated 03/28/24, received 04/24/24)
   D. Kiosk (Henderson Associates Arch, dated SY Design, dated 10/24/23, received 04/26/24)

2. Signage must comply with UDO Section 4-1000.

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 and the City's Stormwater Consultant.

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

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

Owner Information

Name: Storage of America LLC

Address: 4225 W. 62nd St.

Indianapolis IN 46268

Phone: (616)209-2162 Tom Fitzpatrick, (801)652-3134 Derek

E-mail: tfitzpatrick@storageofamerica.com, dwalker@storageofamerica.com

Project Name & Description: SOA Terra Cotta LLC, dba Storage of America

EIN is 99-2728856, Self Storage

Project Address/Location: 5413 E. Terra Cotta, Crystal Lake IL 60014

Signature

February 13, 2024

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, MAY 15, 2024
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

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

Elizabeth Maxwell, City Planner, was present from Staff.

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

2023-244 – 439 E. TERRA COTTA AVENUE – STORAGE OF AMERICA – FINAL PLANNED UNIT DEVELOPMENT – PUBLIC MEETING
Final Planned Unit Development for Self-Storage.

Mr. Tom Fitzpatrick, with Storage of America was present to represent the petition. Mr. Fitzpatrick stated this is 55,000 square feet of storage. They meet all the requirements from the Preliminary PUD approval. They created a solid fence around the property connecting the buildings where they typically have an open fence, they met the engineering requirements and increased the landscape. They will have security lighting on the property.

Mr. Greenman opened the meeting to anyone in the public wanting to speak. There being no one to speak, he turned it over to staff.

Staff presented an overview of the request.

Mr. Gronow asked about the fence. Mr. Fitzpatrick explained the fence is in between the buildings. The buildings act as a fence and the gaps between would have a fence and landscape.

Ms. Teetsov asked about the view from the funeral home. Mr. Fitzpatrick said there is existing walnut trees along that property line and he will add in additional landscape to further screen it. They would be looked at a fence or stone back of a building.

One member asked about signs. Mr. Fitzpatrick said the signs will meet the ordinance and they will not need a variation. There will be about 220 units here.

Mr. Greenman stated the request meets the findings of fact and he supports it.

Ms. Repholz made a motion to approve the Final Planned Unit Development subject to the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Fitzpatrick, received 05/10/24)
   B. Final Plans (Gresham Smith, dated 03/28/24, received 04/24/24)
   C. Stormwater Calculations (Gresham Smith, dated 03/28/24, received 04/24/24)
   D. Kiosk (Henderson Associates Arch, dated SY Design, dated 10/24/23, received 04/26/24)

2. Signage must comply with UDO Section 4-1000.

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 and the City's Stormwater Consultant.

Mr. Skluzacek seconded the motion. On roll call, Members Greenman, Gronow, Mason, Repholz, and Teetsov voted yes. The voted resulted in a 6-0 vote to approve the Final Planned Unit Development.

REPORT FROM PLANNING

Staff provided an update on recent petitions.

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Ms. Teetsov made a motion to adjourn the meeting. Mr. Gronow seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 10:44 p.m.

SITE DEVELOPMENT PLANS FOR

STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
MCHENRY COUNTY
CRYSTAL LAKE, ILLINOIS

GRESHAM SMITH PROJECT NO. 46724.01

OWNER / DEVELOPER

Storage of America
4225 W. 62nd St.
Indianapolis, IN 46268
Owner Contact: Thomas M. Fitzpatrick, P.E.
Phone: (616) 209-2162

CIVIL ENGINEER

Gresham Smith

222 Second Avenue South
Suite 1400
Nashville, TN 37201

Civil Contact: Nicholas Coates, E.I.
Phone: (615) 770-8361
Email: nicholas.coates@greshamsmith.com



VICINITY MAP
NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
C000	COVER SHEET
C001	GENERAL NOTES
C100	EXISTING CONDITIONS PLAN
C101	DEMOLITION PLAN
C200	SITE LAYOUT AND UTILITY PLAN
C300	GRADING AND DRAINAGE PLAN
C400	INITIAL EPSC PLAN
C401	INTERMEDIATE EPSC PLAN
C402	FINAL EPSC PLAN
C901	SITE DETAILS
C902	SITE DETAILS
C903	SITE DETAILS
C904	SITE DETAILS
L200	LANDSCAPE PLAN

Gresham Smith

GreshamSmith.com

222 Second Avenue South
Suite 1400
Nashville, TN 37201

615.770.8100

STORAGE OF AMERICA
439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

LICENSED PROFESSIONAL ENGINEER
MICHAEL DUANE HUNKLER
062-052189
OF ILLINOIS

04/01/2024

Revision

No.	Date	Description
1	03.28.2024	CITY COMMENTS

COVER SHEET

C000

46724.01
12.06.2023

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GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS, TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.
2. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL CODES, OBTAIN ALL PERMITS, AND PAY ALL FEES REQUIRED FOR THE EXECUTION OF THE WORK.
3. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, INCLUDING IRRIGATION LINES, TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN, AND REPAIR CONTRACTOR CAUSED DAMAGE ACCORDING TO CURRENT LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. RELOCATE IRRIGATION LINES AS NECESSARY FOR CONSTRUCTION.
4. CONTRACTOR SHALL PROVIDE PROTECTION TO ALL PAVEMENT, FENCES, TREES, AND STRUCTURES THAT ARE TO REMAIN. CONTRACTOR-CAUSED DAMAGE SHALL BE REPAIRED TO MATCH EXISTING CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
5. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A CONSTRUCTION SCHEDULE FOR VARIOUS SITEWORK ELEMENTS SO THAT PERIODIC SITE VISITS MAY BE COORDINATED TO ALLOW FOR TIMELY INSPECTION CERTIFICATION OF CONSTRUCTION AND REPORTS TO AGENCIES, AND TO AVOID DELAYS IN ISSUANCE OF CERTIFICATE OF OCCUPANCY.

DEMOLITION AND PROTECTION NOTES:

1. DEMOLITION AND REMOVAL OPERATIONS SHALL COMMENCE ONLY AFTER ALL INITIAL EROSION AND SEDIMENT CONTROL MEASURES ARE IN PLACE AND FUNCTIONAL.
2. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT A WASTE MANAGEMENT PLAN PRIOR TO THE COMMENCEMENT OF WORK. AT A MINIMUM THE PLAN SHALL INCLUDE:
   - 2.1. THE PROPER PROCEDURES FOR DISPOSAL OR RECLAIMING FOR REUSE / RECYCLING.
   - 2.2. DESIGNATED AREAS FOR WASTE MANAGEMENT CONTAINERS. CONTAINERS SHALL BE PROPERLY MARKED FOR ALLOWABLE AND PROHIBITED ITEMS AND MATERIALS.
   - 2.3. DESIGNATED CHEMICAL STORAGE AREAS, APPROPRIATE CHEMICAL STORAGE CONTAINERS, AND PROCEDURES FOR SPILL CONTROL. CHEMICALS SHALL NOT BE PERMITTED TO INFILTRATE TO GROUNDWATER OR BE PUMPED UNTREATED FROM PIT DEWATERING FACILITIES.
   - 2.4. A CONCRETE WASHOUT AREAS LOCATED AWAY FROM DESIGNATED CONSTRUCTION EXIT.
3. PROVIDE NEAT AND STRAIGHT SAWCUTS OF EXISTING PAVEMENT ALONG ALL LIMITS OF PAVEMENT DEMOLITION.
4. ALL DEMOLISHED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED. DISPOSE OF OFF THE OWNER'S PROPERTY IN A LEGAL MANNER. PROLONGED STORAGE OR THE SALE OF DEMOLISHED ITEMS OR MATERIALS ON-SITE IS NOT PERMITTED WITHOUT PRIOR NOTIFICATION AND CONSENT OF OWNER.
5. ALL PAVEMENT, BASE COURSE, SIDEWALKS, CURBS, BUILDINGS, FOUNDATIONS, ETC., IN THE AREA TO BE REMOVED SHALL BE REMOVED FULL DEPTH. EXISTING BASE COURSE MATERIALS MAY BE WORKED INTO THE NEW PAVEMENT OR BUILDING SUBGRADE PROVIDED THAT THE GRADATION, CONSISTENCY, COMPACTION, SUBGRADE CONDITION, ETC., ARE IN ACCORDANCE WITH THE SPECIFICATIONS. BASE COURSE MATERIALS SHALL NOT BE WORKED INTO THE SUBGRADE OF AREAS TO RECEIVE PLANTING.
6. THE CONTRACTOR SHALL USE WATER SPRINKLING AND OTHER SUITABLE METHODS AS NECESSARY TO CONTROL DUST AND DIRT CAUSED BY THE DEMOLITION WORK.
7. ALL EXISTING FEATURES REMAINING AND NOT SPECIFICALLY MENTIONED THAT INTERFERE WITH THE NEW CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER. BEFORE PROCEEDING WITH DEMOLITION WORK, NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE DRAWINGS.
8. HAZARDOUS MATERIALS ARE NOT ANTICIPATED TO BE ENCOUNTERED. IF SUSPECTED HAZARDOUS MATERIALS ARE DISCOVERED, IMMEDIATELY NOTIFY THE OWNER.
9. CAVITIES LEFT BY STRUCTURE REMOVAL SHALL BE BACKFILLED WITH SATISFACTORY MATERIAL AND COMPACTED TO 98% OF MAXIMUM DENSITY PER ASTM D698 - STANDARD PROCTOR.
10. PAVEMENT MARKINGS TO BE REMOVED SHALL BE PAINTED OVER TO MATCH PAVEMENT OR REMOVED WITH WIRE BRUSHING.
11. EXCEPT AS SHOWN, NO TREES SHALL BE REMOVED AND/OR VEGETATION DISTURBED WITHOUT APPROVAL OF THE ENGINEER.

LAYOUT AND PAVING NOTES:

1. THE CONTRACTOR SHALL CHECK EXISTING GRADES, DIMENSIONS, AND INVERTS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO BEGINNING WORK.
2. PROVIDE A SMOOTH AND FLUSH TRANSITION BETWEEN EXISTING TO REMAIN AND NEW PAVEMENT, SIDEWALKS, AND CURBS . FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF PAVEMENT.
3. CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH CONSTRUCTED PERPENDICULAR TO THE TRAVEL PATH. ALL CONCRETE SHALL BE 4,000 P.S.I. UNLESS OTHERWISE NOTED. CURB RAMPS, SIDEWALK SLOPES, AND DRIVEWAY RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL CURRENT LOCAL REQUIREMENTS. IF APPLICABLE, THE CONTRACTOR SHALL REQUEST INSPECTION OF SIDEWALK AND RAMP FORMS FROM THE AUTHORITY HAVING JURISDICTION PRIOR TO PLACEMENT OF CONCRETE.
4. DIMENSIONS ARE TO THE FACE OF CURB, EDGE OF CONCRETE, OR TO THE FACE OF BUILDING, UNLESS OTHERWISE NOTED.
5. PARKING STRIPES SHALL BE 4-INCH WHITE PAVEMENT PAINT, UNLESS OTHERWISE NOTED. LANE STRIPES SHALL BE 4 INCH PAVEMENT PAINT, COLOR AS INDICATED ON PLAN. STOP BARS AND CROSSWALK MARKINGS SHALL BE 24-INCH WHITE PAVEMENT PAINT.
6. CONCRETE CONTRACTION JOINTS SHALL BE CONSTRUCTED TO A DEPTH OF AT LEAST 1/4 THE CONCRETE THICKNESS AND SHALL DIVIDE CONCRETE ROUGHLY INTO SQUARES WITH MAXIMUM 10-FOOT DIMENSIONS. CONCRETE EXPANSION JOINTS SHALL BE INSTALLED AT MAXIMUM 60-FOOT SPACING AND AT ALL ABUTTING RIGID OBJECTS.
7. MAINTAIN ONE SET OF RECORD DRAWINGS MARKUPS ON THE JOB SITE FOR DISTRIBUTION TO THE ENGINEER UPON COMPLETION.
8. THE CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY CONSISTING OF THE FOLLOWING:
   - 8.1. THE SURVEY SHALL BE PREPARED, SIGNED AND SEALED BY A SURVEYOR REGISTERED IN THE STATE IN WHICH THIS PROJECT RESIDES AND SUBMITTED TO THE ENGINEER IN ELECTRONIC FORMAT PRIOR TO COMPLETION OF THE PROJECT. THE SURVEY SHALL BE PREPARED USING THE SAME HORIZONTAL AND VERTICAL DATUM AS THE ORIGINAL SURVEY.
   - 8.2. SHOWING ALL BUILDINGS, CURB LINES, EDGES OF PAVEMENT, SIDEWALKS, AND PARKING STRIPING.
   - 8.3. LOCATING ALL UNDERGROUND UTILITIES WITHIN THE LIMITS OF THE PROJECT INCLUDING: GREASE TRAP, OIL/WATER SEPARATOR, DRAINAGE AND SANITARY STRUCTURES, WATER VALVES, METERS, PIV'S, AND HYDRANTS.
   - 8.4. INCLUDING ALL ACCESSIBLE PATHS, PEDESTRIAN RAMPS AND LANDINGS, AND ACCESSIBLE PARKING AREAS INCLUDING AISLES AND DROP-OFF/PICK-UP AREAS. DIMENSION FULL LENGTH AND WIDTH OF ALL PEDESTRIAN RAMPS AND LANDINGS. SHOW ELEVATIONS AND SLOPES, INCLUDING LONGITUDINAL AND CROSS SLOPES FOR ALL ACCESSIBLE AREAS.

GRADING AND DRAINAGE NOTES:

1. NOTIFY LOCAL UTILITY LOCATOR SERVICE (CALL 811 OR SUBMIT ON-LINE) OF INTENDED DEMOLITION / GRADING / EXCAVATION / UTILITY TRENCHING CONSTRUCTION.
2. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, PROTECT UTILITIES TO REMAIN, AND REPAIR CONTRACTOR-CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AT CONTRACTOR'S EXPENSE.
3. CONSTRUCT INITIAL TEMPORARY EROSION CONTROL PRIOR TO BEGINNING GRADING OPERATIONS.
4. NO TREES SHALL BE REMOVED NOR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES. ALL TREES, INCLUDING YOUNG SAPLINGS, PINES, AND UNDERSTORY SPECIES SHALL BE PROTECTED IF THEY FALL OUTSIDE THE PROPOSED LIMITS OF GRADING, EVEN IF THEY ARE NOT LOCATED OR IDENTIFIED ON THE PLANS. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE/STORE MATERIALS WITHIN THE DRIPLINES OF TREES TO BE PROTECTED.
5. TREE PROTECTION SHALL CONSIST OF THE FOLLOWING STEPS:
   - 5.1. CONTRACTOR SHALL HIRE A LICENSED LANDSCAPE CONTRACTOR TO OVERSEE TREE PROTECTION.
   - 5.2. PRIOR TO ANY GRADING OPERATIONS, LOCATE TREES TO BE PROTECTED AND NEATLY CUT ROOTS TO A DEPTH OF 30-INCHES AT THE DRIP LINE OR THE DIMENSIONED LIMITS SHOWN USING A UTILITY TRENCHING MACHINE.
   - 5.3. TREAT EXPOSED ROOTS WITH A HORTICULTURAL TREE PRUNING PROTECTION PRODUCT.
   - 5.4. PRUNE TREE LIMBS BY THE SAME PROPORTIONAL PERCENTAGE AS TREE ROOTS REMOVED (I.E., 25% OF ROOTS REMOVED SHALL RESULT IN 25% OF TREE LIMBS REMOVED).
   - 5.5. INSTALL A MINIMUM 4-FOOT HIGH CONSTRUCTION FENCE TO THE LIMITS SHOWN.
   - 5.6. BEGIN CLEARING AND GRADING OPERATIONS.
6. EXISTING CONDITIONS ARE FROM A PRE-CONSTRUCTION TOPOGRAPHIC SURVEY PROVIDED BY LAND SURVEYING SERVICES INC., DATED 10/10/2023.
7. THE CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND INVERTS PRIOR TO BEGINNING WORK. INSTALL STORM SEWERS BEGINNING AT THE DISCHARGE TIE POINT ELEVATION AND THEN PROCEEDING UPSTREAM.
8. TOPSOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED OVER GRADED AREAS TO A MINIMUM DEPTH OF 6-INCHES. CONSTRUCT TEMPORARY STOCKPILES FREE DRAINING AND PROVIDE EROSION AND SEDIMENT CONTROLS AROUND AREA.
9. SATISFACTORY TOPSOIL IS DEFINED AS MATERIAL FREE OF SUBSOIL, CLAY LUMPS, STONES, OBJECTS OVER 1-INCH IN DIAMETER, OR CONTAMINANTS.
10. TOP OF GRATE ELEVATIONS FOR CURB INLETS ARE GIVEN TO THE CENTER OF THE INLETS AT THE FACE OF CURB. THE GRATES SHALL SLOPE LONGITUDINALLY WITH THE PAVEMENT GRADE. ADJUST THE CASTING HOOD TO FALL ALONG THE CURB LINE.
11. IN THE EVENT OF ANY DISCREPANCIES FOUND IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
12. SPOT ELEVATIONS AND CONTOURS REPRESENT PROPOSED FINISHED GRADE AND TOP OF FINISHED PAVEMENT.
13. CONTOUR LINES AND SPOT ELEVATIONS ARE THE RESULT OF A DETAILED ENGINEERING GRADING DESIGN AND REFLECT A PLANNED INTENT WITH REGARD TO DRAINAGE. THE CONTRACTOR IS RESPONSIBLE FOR GRADING ALL AREAS TO POSITIVELY DRAIN. SHOULD THE CONTRACTOR HAVE ANY QUESTION OF THIS INTENT OR ANY PROBLEMS WITH CONTINUITY OF GRADES, THE ENGINEER SHALL BE CONTACTED PRIOR TO BEGINNING WORK.
14. ALL PERMANENT CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 3 HORIZONTAL:1 VERTICAL. TEMPORARY CUT SLOPES SHALL BE NO STEEPER THAN 2 HORIZONTAL:1 VERTICAL UNLESS TEMPORARY SHORING IS PROVIDED, OR UNLESS AUTHORIZED BY A LICENSED GEOTECHNICAL ENGINEER.
15. CONTRACTOR SHALL DISPOSE OF EXCESS MATERIAL OFF THE OWNER'S PROPERTY IN A LEGAL MANNER AT NO ADDITIONAL COST.
16. EXISTING MANHOLE, VALVE AND CATCH BASIN CASTINGS TO REMAIN SHALL BE RESET TO MATCH NEW GRADE. BUILDING ADDITION FINISH FLOOR ELEVATIONS SHALL MATCH EXISTING.
17. ALL CURBS, PAVEMENT AND SIDEWALKS SHALL BE BACKFILLED FLUSH WITH TOPSOIL, SEEDED AND MULCHED.
18. ALL PIPES UNDER PAVED AREAS SHALL BE BACKFILLED WITH CRUSHED STONE. ALL PIPES UNDER LAWN AREAS SHALL BE BACKFILLED WITH SATISFACTORY MATERIAL COMPACTED TO 98% OF MAXIMUM PER ASTM D698 - STANDARD PROCTOR.
19. ALL HEADWALLS SHALL HAVE A MINIMUM 10' x 20' x 1.5' RIP-RAP APRON INSTALLED USING 8" MINIMUM DIAMETER STONE, UNLESS OTHERWISE SPECIFIED.
20. FINAL FINISH GRADE TOLERANCES SHALL BE MAXIMUM 0.10 FOOT ABOVE OR BELOW DESIGN ELEVATIONS WITHIN PAVED AREAS, AND MAXIMUM 0.25 FOOT ABOVE OR BELOW DESIGN FINISH ELEVATIONS IN OTHER AREAS. NO TOLERANCE IS ALLOWED WHEN MAXIMUM OR MINIMUM SLOPES ARE SPECIFIED.
21. ADA PARKING AND LOADING AREAS SHALL NOT EXCEED 2.0% IN ANY DIRECTION. ADA ACCESS ROUTES SHALL NOT EXCEED 2.0% CROSS SLOPE AND 5.0% LONGITUDINAL SLOPE, EXCEPT WHERE ADA RAMPS ARE SPECIFIED. ADA RAMPS SHALL NOT EXCEED 2.0% CROSS SLOPE AND 8.33% LONGITUDINAL SLOPE.
22. EARTHWORK FILL SHALL INCLUDE STRIPPING TOPSOIL AND PLACING ENGINEERED FILL IN MAXIMUM 8" COMPACTED LIFTS WITH DENSITY OF 98% OF MAXIMUM PER ASTM D698 - STANDARD PROCTOR.
23. A GEOTECHNICAL REPORT HAS NOT BEEN PREPARED FOR THIS SITE.
24. PROVIDE AN AS-BUILT SURVEY BY A LICENSED SURVEYOR TO INCLUDE ALL STORMWATER MANAGEMENT FEATURES, UNDERGROUND BASINS, PONDS, BIOSWALES, RAIN GARDENS, WATER QUALITY UNITS, AND OUTLET STRUCTURES.
25. ALL STORM DRAINAGE PIPE SHALL BE HDPE UNLESS OTHERWISE NOTED, PIPE LENGTHS SHOWN ARE APPROXIMATE TWO-DIMENSIONAL LENGTHS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

SITE UTILITIES NOTES:

1. WATER AND SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE LOCAL CODES AND SPECIFICATIONS.
2. THE CONTRACTOR IS PARTICULARLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF THE EXISTING UTILITIES SHOWN IS BASED ON LIMITED TOPOGRAPHIC SURVEYS AND RECORD DRAWINGS. THE CONTRACTOR SHALL NOT RELY ON THIS INFORMATION AS BEING EXACT OR COMPLETE. SHOULD UNCHARTED UTILITIES BE ENCOUNTERED DURING EXCAVATION OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER AS SOON AS POSSIBLE FOR INSTRUCTIONS.
3. MAINTAIN 10-FOOT HORIZONTAL AND 18-INCH VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATER SUPPLY LINES.
4. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES, GAS LINES, AND UNDERGROUND ELECTRIC DO NOT CONFLICT WITH SANITARY SEWERS OR STORM SEWERS. INSTALL UTILITIES PRIOR TO FINAL PAVEMENT SURFACE CONSTRUCTION.
5. BACKFILL UTILITY TRENCHES UNDER PAVEMENT AREAS WITH CRUSHED STONE. BACKFILL UTILITY TRENCHES IN LAWN AREAS WITH SATISFACTORY FILL MATERIAL COMPACTED TO AT LEAST 98% OF MAXIMUM PER ASTM D698 - STANDARD PROCTOR.
6. ADJUST ALL NEW AND EXISTING-TO-REMAIN UTILITY SURFACE FEATURES, INCLUDING BUT NOT LIMITED TO CASTINGS, FIRE HYDRANTS, VALVE BOXES, PEDESTALS, CLEANOUTS, ETC. TO MATCH PROPOSED FINISH GRADE.
7. THRUST BLOCK ALL WATERLINE FITTINGS WITH CONCRETE (2,500 P.S.I. MIN.) POURED AGAINST UNDISTURBED EARTH TO SUSTAIN 120 PERCENT TEST PRESSURE SPECIFIED. FORM THRUST BLOCKING SO AS TO NOT EMBED JOINTS, BOLTS, VALVE BOXES OR OPERATING NUTS.
8. PROVIDE COMBINATION AIR/VACUUM VALVE AT HIGH POINTS IN WATERLINE AS NECESSARY FOR EXPELLING AIR DURING FILLING OF WATERLINE. PROVIDE BRONZE CORPORATION STOP FOR CLOSING VALVE DURING TESTING AND SERVICE. LEAVE COMBINATION AIR/VACUUM VALVE COMPONENTS PLUGGED AND ATTACHED TO PIPE AFTER SUCCESSFUL TEST.
9. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND INVERTS PRIOR TO BEGINNING WORK. INSTALL GRAVITY SEWER BEGINNING AT THE TIE POINT ELEVATION AND THEN PROCEEDING UPSTREAM.
10. ALL MANHOLES SHALL HAVE MINIMUM CLEAR OPENING OF 24". ADJUST CASTINGS TO SLOPE LONGITUDINALLY WITH ROAD GRADES AS REQUIRED.
11. CONTRACTOR SHALL MAINTAIN A MARKED-UP SET OF AS-BUILT PLANS SHOWING ALL NEW UTILITIES AND EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION. DRAWINGS SHALL INCLUDE VERTICAL AND HORIZONTAL INFORMATION EITHER BY FIELD SURVEY ON THE APPROPRIATE STATE PLANE COORDINATE SYSTEM, OR BY FIELD MEASUREMENTS INCLUDING AT LEAST TWO DIMENSIONS FROM KNOWN SITE FEATURES/MONUMENTS TO EACH MANHOLE, CATCH BASIN, AND PIPING APPURTENANCES.
12. ALL SANITARY SEWER PIPE SHALL BE SDR 35 PVC UNLESS NOTED OTHERWISE.
13. ALL FIRE HYDRANT ASSEMBLIES SHALL BE INSTALLED BETWEEN 3' AND 7' FROM PAVED SURFACE.
14. ALL FIRE HYDRANTS SHALL MEET CURRENT AWWA STANDARD C502.
15. NON-METALLIC PIPE SHALL BE INSTALLED WITH DETECTION TAPE OR OTHER ACCEPTABLE MEANS OF DETECTION.

EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) NOTES:

1. REFER TO STORMWATER POLLUTION PREVENTION PLAN (SWPPP) BOUND NARRATIVE FOR ADDITIONAL REQUIREMENTS.
2. CONSTRUCT TEMPORARY EPSC MEASURES AS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING GRADING OPERATIONS.
3. ALL DRAINAGE STRUCTURES, PIPES WITHIN THE LIMITS OF CONSTRUCTION AND IMMEDIATELY DOWNSTREAM OF THE SITE, AND STORMWATER FACILITIES SHALL HAVE SEDIMENT REMOVED PRIOR TO FINAL ACCEPTANCE.
4. SILT BARRIERS AND SEDIMENT BASINS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN APPROXIMATELY 50% FILLED.
5. ALL GRADED AREAS NOT RECEIVING STONE OR PAVEMENT STABILIZATION SHALL RECEIVE TEMPORARY SEEDING WITHIN 10 DAYS OF REACHING FINAL SUBGRADE ELEVATION.
6. ALL LOCATIONS OF TEMPORARY EPSC DEVICES SHALL BE SUBJECT TO ADJUSTMENT AS DIRECTED BY THE ENGINEER.
7. WHEN THE EPSC DEVICES ARE NO LONGER REQUIRED FOR THE INTENDED PURPOSE (IN THE OPINION OF THE ENGINEER), THEY SHALL BE REMOVED.
8. REPLACE DAMAGED AND WORN OUT SILT BARRIERS AS DIRECTED BY THE ENGINEER.
9. PROVIDE EROSION CONTROL MATTING (NORTH AMERICAN GREEN SC 150 OR EQUAL) TO SLOPES 3:1 OR STEEPER. EROSION CONTROL MATTING SHALL BE PHOTODEGRADABLE OR BIODEGRADABLE.
10. DEWATERING OF EXCAVATION AREA SHALL BE COMPLETED ONLY WITH PRE-APPROVED PUMPING AND FILTERING EQUIPMENT. PUMPING RATE SHALL NOT EXCEED 80% OF THE RECOMMENDED MAXIMUM RATE BY SEDIMENT TANK / FILTER BAG MANUFACTURER.
11. THE ENGINEER, WHOSE SEAL IS AFFIXED TO THIS DOCUMENT, CERTIFIES THAT THESE PLANS HAVE BEEN PREPARED BY UNDER HIS/HER DIRECT SUPERVISION. THIS PROJECT IS PLANNED TO DISTURB MORE THAN ONE ACRE, IT THEREFORE FALLS UNDER THE STATE'S GENERAL NPDES PERMIT TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY. THE ENGINEER WILL ASSIST THE CONTRACTOR IN SUBMITTING THE 'NOTICE OF INTENT (NOI) TO CONSTRUCT' TO THE STATE AT LEAST 30 DAYS PRIOR TO BEGINNING LAND DISTURBANCE.

CITY OF CRYSTAL LAKE STANDARD EROSION AND SEDIMENT CONTROL NOTES

1. CONTROL MEASURES SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE ILLINOIS URBAN MANUAL UNLESS STATED OTHERWISE.
2. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. AREAS OF THE DEVELOPMENT SITE THAT ARE NOT TO BE DISTURBED SHALL BE PROTECTED FROM CONSTRUCTION TRAFFIC OR OTHER DISTURBANCE UNTIL FINAL STABILIZATION IS ACHIEVED.
3. SOIL STABILIZATION MEASURES SHALL CONSIDER THE TIME OF YEAR, DEVELOPMENT SITE CONDITIONS AND THE USE OF TEMPORARY OR PERMANENT MEASURES
4. STABILIZATION BY SEEDING SHALL INCLUDE TOPSOIL PLACEMENT AND FERTILIZATION, AS NECESSARY.
5. NATIVE SEED MIXTURES SHALL INCLUDE RAPID-GROWING ANNUAL GRASSES OR SMALL GRAINS TO PROVIDE INITIAL, TEMPORARY SOIL STABILIZATION.
6. OFF-SITE PROPERTY SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. VELOCITY DISSIPATION DEVICES SHALL BE PLACED AT CONCENTRATED DISCHARGE LOCATIONS AND ALONG THE LENGTH OF ANY OUTFALL CHANNEL, AS NECESSARY TO PREVENT EROSION.
7. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE DISTURBANCE OF TRIBUTARY AREAS.
8. STABILIZATION OF DISTURBED AREAS SHALL BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH-DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE DEVELOPMENT SITE, OR TEMPORARILY CEASED ON ANY PORTION OF THE DEVELOPMENT SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION OF DISTURBED AREAS SHALL BE INITIATED WITHIN ONE WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH-DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NOT LATER THAN 14 CALENDAR DAYS FROM THE INITIATION OF STABILIZATION WORK IN AN AREA. EXCEPTIONS TO THESE TIME FRAMES ARE SPECIFIED BELOW:
   - 8.a. WHERE THE INITIATION OF STABILIZATION MEASURES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE; AND
   - 8.b. IN AREAS WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED AND WILL RESUME AFTER 14 DAYS, A TEMPORARY STABILIZATION METHOD MAY BE USED.
9. DISTURBANCE OF STEEP SLOPES SHALL BE MINIMIZED. AREAS OR EMBANKMENTS HAVING SLOPES STEEPER THAN 3:1 SHALL BE STABILIZED WITH STAKED-IN-PLACE SOD, EROSION CONTROL BLANKETS IN COMBINATION WITH SEEDING, OR AN EQUIVALENT CONTROL MEASURE.
10. PERIMETER CONTROL MEASURES SHALL BE PROVIDED DOWNSLOPE AND PERPENDICULAR TO THE FLOW OF RUNOFF FROM DISTURBED AREAS, WHERE THE TRIBUTARY AREA IS GREATER THAN 5,000 SQUARE FEET, AND WHERE RUNOFF WILL FLOW IN A SHEET FLOW MANNER. PERIMETER EROSION CONTROL SHALL ALSO BE PROVIDED AT THE BASE OF SOIL STOCKPILES.
11. THE STORMWATER MANAGEMENT SYSTEM SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION DOWNSLOPE FROM DISTURBED AREAS. INLET PROTECTION THAT REDUCES SEDIMENT LOADING, WHILE ALLOWING RUNOFF TO ENTER THE INLET, SHALL BE REQUIRED FOR ALL STORM SEWERS. CHECK DAMS, OR AN EQUIVALENT CONTROL MEASURE, SHALL BE REQUIRED FOR ALL CHANNELS. FILTER FABRIC INLET PROTECTION AND STRAW BALE DITCH CHECKS ARE NOT ACCEPTABLE CONTROL MEASURES.
12. IF DEWATERING SERVICES ARE USED, DISCHARGES SHALL BE ROUTED THROUGH AN EFFECTIVE SEDIMENT CONTROL MEASURE (E.G., SEDIMENT TRAP OR AN EQUIVALENT CONTROL MEASURE). THE ENFORCEMENT OFFICER SHALL BE NOTIFIED PRIOR TO THE COMMENCEMENT OF DEWATERING ACTIVITIES.
13. ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL STABILIZATION OF THE DEVELOPMENT SITE IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NECESSARY. TRAPPED SEDIMENT SHALL BE REMOVED AND DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED.
14. STOCKPILED SOIL AND MATERIALS SHALL BE REMOVED FROM FLOOD HAZARD AREAS AT THE END OF EACH WORK DAY. SOIL AND MATERIALS STOCKPILED IN IWMC OR BUFFER AREAS SHALL BE PLACED ON TIMBER MATS, OR AN EQUIVALENT CONTROL MEASURE.
15. EFFECTIVE CONTROL MEASURES SHALL BE UTILIZED TO MINIMIZE THE DISCHARGE OF POLLUTANTS FROM THE DEVELOPMENT SITE. AT A MINIMUM, CONTROL MEASURES SHALL BE IMPLEMENTED IN ORDER TO:
   - 15.a. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATER; AND
   - 15.b. MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, VEHICLE FLUIDS, SANITARY WASTE, AND OTHER MATERIALS PRESENT ON THE DEVELOPMENT SITE TO PRECIPITATION AND TO STORMWATER.
16. ADEQUATE RECEPTACLES SHALL BE PROVIDED FOR THE DEPOSITING OF ALL CONSTRUCTION MATERIAL DEBRIS GENERATED DURING THE DEVELOPMENT PROCESS. THE APPLICANT SHALL NOT CAUSE OR PERMIT THE DUMPING, DEPOSITING, DROPPING, THROWING, DISCARDING OR LEAVING OF CONSTRUCTION MATERIAL DEBRIS UPON OR INTO ANY DEVELOPMENT SITE, CHANNEL, OR IWMC. THE DEVELOPMENT SITE SHALL BE MAINTAINED FREE OF CONSTRUCTION MATERIAL DEBRIS.
17. THE ENFORCEMENT OFFICER MAY REQUIRE ADDITIONAL OR ALTERNATE SOIL EROSION AND SEDIMENT CONTROL MEASURES, BASED ON DEVELOPMENT-SITE-SPECIFIC CONSIDERATIONS AND THE EFFECTIVENESS OF THE INSTALLED CONTROL MEASURES.

CITY OF CRYSTAL LAKE STANDARD DRAIN TILE NOTES

1. DRAIN TILES DISTURBED DURING REGULATED DEVELOPMENT SHALL BE RECONNECTED BY THOSE RESPONSIBLE FOR THEIR DISTURBANCE, UNLESS THE DEVELOPMENT PLANS SPECIFY ABANDONMENT OF THE DRAIN TILES.
2. ALL ABANDONED DRAIN TILES WITHIN DISTURBED AREAS SHALL BE REMOVED IN THEIR ENTIRETY.
3. DRAIN TILES WITHIN THE DISTURBED AREA OF A DEVELOPMENT SITE SHALL BE REPLACED, BYPASSED AROUND THE DEVELOPMENT SITE OR INTERCEPTED AND CONNECTED TO THE STORMWATER MANAGEMENT SYSTEM FOR THE DEVELOPMENT SITE. THE SIZE OF THE REPLACED OR BYPASSED DRAIN TILE SHALL BE EQUIVALENT TO THE EXISTING DRAIN TILE.

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STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

MICHAEL DUANE HUNKLER 0062-002116 STATE OF ILLINOIS

12/06/2023

Revision

No.	Date	Description

GENERAL NOTES

C001

46724.01
12.06.2023

This Line Is 3 Inches When Printed Full Size

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ALTA/NSPS Land Title Survey

5 Site Portfolio

Surveyor Certification

5413 E. Terra Cotta Avenue
Crystal Lake, IL 60014
County of McHenry

TO: FIRST AMERICAN TITLE INSURANCE COMPANY;
STORAGE OF AMERICA LLC;
AMERICAN NATIONAL, LLC,

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 1, 2, 3, 4, 5, 6A, 6B, 7B1, 8, 9, 11A, 11B, 13, 16, 17, 19, 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MARCH 24, 2023.

DATE OF PLAT OR MAP: 3/30/2023

Surveyor's signature
Gloria Jean Koter
Land Surveying Services Inc.
1182 Heather Drive, Lake Zurich, IL 60047
JKoter@LandSurveyingServices.com
Project Reference Number: 20230368-02

Drawing Revisions	
Added title information	3/29/23
Network comments	3/30/23
Additional topo	10/10/23
Network comments	11/17/23
Additional Manholes	3/13/24
Revised inlet of Manhole 10	3/14/24

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MCHENRY, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 422.55 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 825.17 FEET, MORE OR LESS, TO A LINE 495 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST ON A LINE, 495 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 210.53 FEET, MORE OR LESS, TO A LINE 686.40 FEET EAST AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH ON A LINE 686.4 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER, 825.54 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST QUARTER; THENCE EAST ON THE NORTH LINE OF THE SOUTHEAST QUARTER, 207.05 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

The land shown in this survey is the same as that described in First American Title Insurance Company Commitment Number AF1032118 with an effective date of January 23, 2023.

General Notes

1. Field Work Completed on 3-24-2023
2. Prepared for American National.
3. Site Address: 5413 E. Terra Cotta Avenue, Crystal Lake, IL 60014
4. Pin No.: 14-33-401-003
5. The easements shown hereon are provided from the current title. No search of the records for easements or encumbrances was made as part of this survey.
6. Compare deed description and site conditions with the data given on this plat and report any discrepancies to the surveyor at once.
7. Refer to a current title commitment for any building lines or easements not shown on this plat.
8. There is no evidence of recent earth moving work, building construction or building additions at time of fieldwork.
9. There is no evidence of proposed changes in street right of way lines at time of fieldwork.
10. Property Area: 172,298 Square Feet (3.96 Acres)
11. Parking Spaces: 0 Spaces
12. Basis of Bearing is the center line of Terra Cotta Avenue as labeled on survey as N89°25'03"E 207.05' Rec.
13. The property has direct physical access to Terra Cotta Avenue, a public right of way.
14. The record description of property mathematically closes with no gaps, gores or overlaps.
15. The distance to the nearest intersecting street, Erick Street, is 673.11 feet and is shown on the survey.
16. There was no evidence of any refuse or use as a solid waste dump at time of fieldwork.
17. There was no evidence of any cemeteries, individual grave sites, or burial grounds at the time of fieldwork.
18. No building was located on the property at the time of fieldwork.
19. Benchmark - On Site

BM Bolt on power pole located near the northeast corner of property (as shown on survey).
Elevation = 904.58'

20. Benchmarks established using GPS Topnet Network. Benchmark coordinate system SPCIL83/NAVD88.
21. No wetlands were located on property at time of fieldwork.

Notes Corresponding to Schedule B

(13) RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
NOT PLOTTABLE - BLANKET IN NATURE

(14) RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.
NOT PLOTTABLE - BLANKET IN NATURE

(15) RIGHTS OF THE INTERESTED PARTIES TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF THE STREAM WHICH MAY FLOW ON OR THROUGH THE LAND..
NOT PLOTTABLE - BLANKET IN NATURE

(16) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. ENTITLED AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS RECORDED JULY 22, 2016 AS DOCUMENT 2016R0026427.
NOT PLOTTABLE - BLANKET IN NATURE

Legend of Symbols & Abbreviations

FOUND IRON PIPE	INLET	STORM MANHOLE
SET IRON PIPE	TELEPHONE PED	TOP CURB
FIRE HYDRANT	TELEPHONE BOX	BOTTOM CURB
WATER MANHOLE	MONITORING WELL	DEPRESSED CURB
WATER VALVE	LIGHT POLE	T/P TOP PIPE
TRANS. POLE	ELEC. METER	B/P BOTTOM PIPE
UTILITY POLE	CATV BOX	METAL FENCE
CULVERT PIPE	WELL	CHAIN LINK FENCE
CATCH BASIN	SIGN	OVERHEAD WIRES
J.U.L.I.E. WATER	J.U.L.I.E. GAS	STORM LINE
J.U.L.I.E. CATV	TREE	WATER LINE

Zoning Information

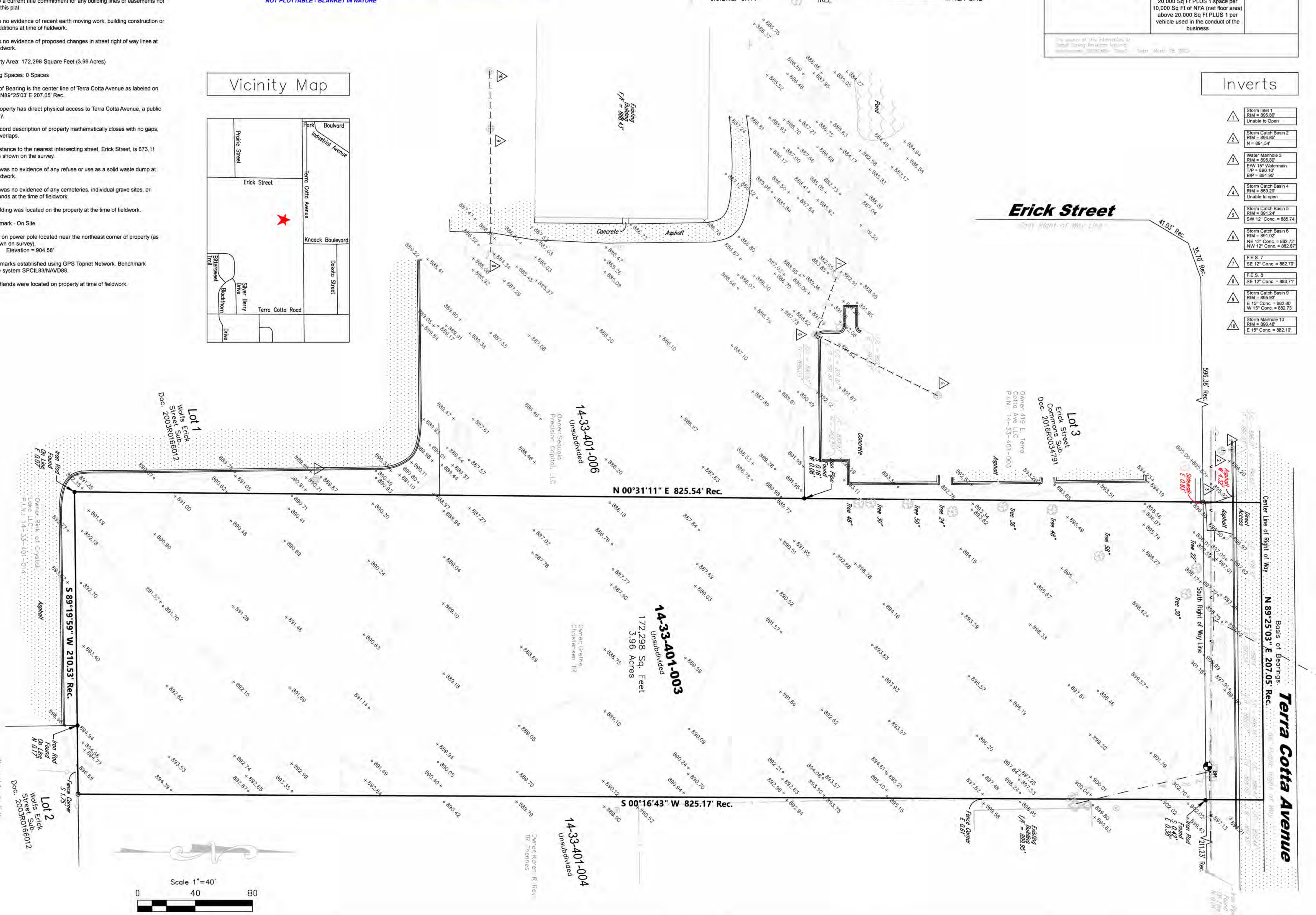
ZONING INFORMATION:	E- Estate	
	Requirement	Actual
Minimum Front Setback	50 Feet	N/A
Minimum Side Setback	20 Feet	N/A
Minimum Rear Setback	20 Feet	N/A
Minimum Lot Size	130,680 Sq. Ft. or 3 Acres	172,298 Sq. Ft.
Minimum Lot Width/Frontage & Depth	Width: 250 Feet	207.05 Feet
Maximum Density	15%	0
Maximum Building Height	30 Feet or 2 Stories	N/A
Minimum Number of Parking Spaces	Self Storage- 1 space per 4,000 Sq. Ft. of NFA (net floor area) up to 20,000 Sq Ft PLUS 1 space per 10,000 Sq Ft of NFA (net floor area) above 20,000 Sq Ft PLUS 1 per vehicle used in the conduct of the business	0 Spaces

Vicinity Map

Park Boulvard
Industrial Avenue
Prairie Street
Erick Street
Terra Cotta Avenue
Knaack Boulevard
Bittersweet Trail
Silver Berry Drive
Blackthorn Drive
Dakota Street
Terra Cotta Road

Inverts

1	Storm Inlet 1; RIM = 895.86'; Unable to Open
2	Storm Catch Basin 2; RIM = 894.85'; N = 891.54'
3	Water Manhole 3; RIM = 895.80'; E/W 15" Watermain; T/P = 890.10'; B/P = 891.95'
4	Storm Catch Basin 4; RIM = 889.29'; Unable to open
5	Storm Catch Basin 5; RIM = 891.24'; SW 12" Conc. = 885.74'
6	Storm Catch Basin 6; RIM = 891.02'; NE 12" Conc. = 882.72'; NW 12" Conc. = 882.87'
7	F.E.S. 7; SE 12" Conc. = 882.70'
8	F.E.S. 8; SE 12" Conc. = 883.71'
9	Storm Catch Basin 9; RIM = 895.93'; E 15" Conc. = 882.80'; W 15" Conc. = 882.73'
10	Storm Manhole 10; RIM = 896.48'; E 15" Conc. = 882.10'



FLOOD NOTE: By graphic plotting only, this property is in Zone "X" of the Flood Insurance Rate Map,Community Panel No. 17111C0335J ,which bears an effective date of 11/16/2006 and is not in a Special Flood Hazard Area.

Encroachment Statement

Sidewalk extends East 0.83' over East Property Line

Asphalt extends West 4.32' over East Property Line

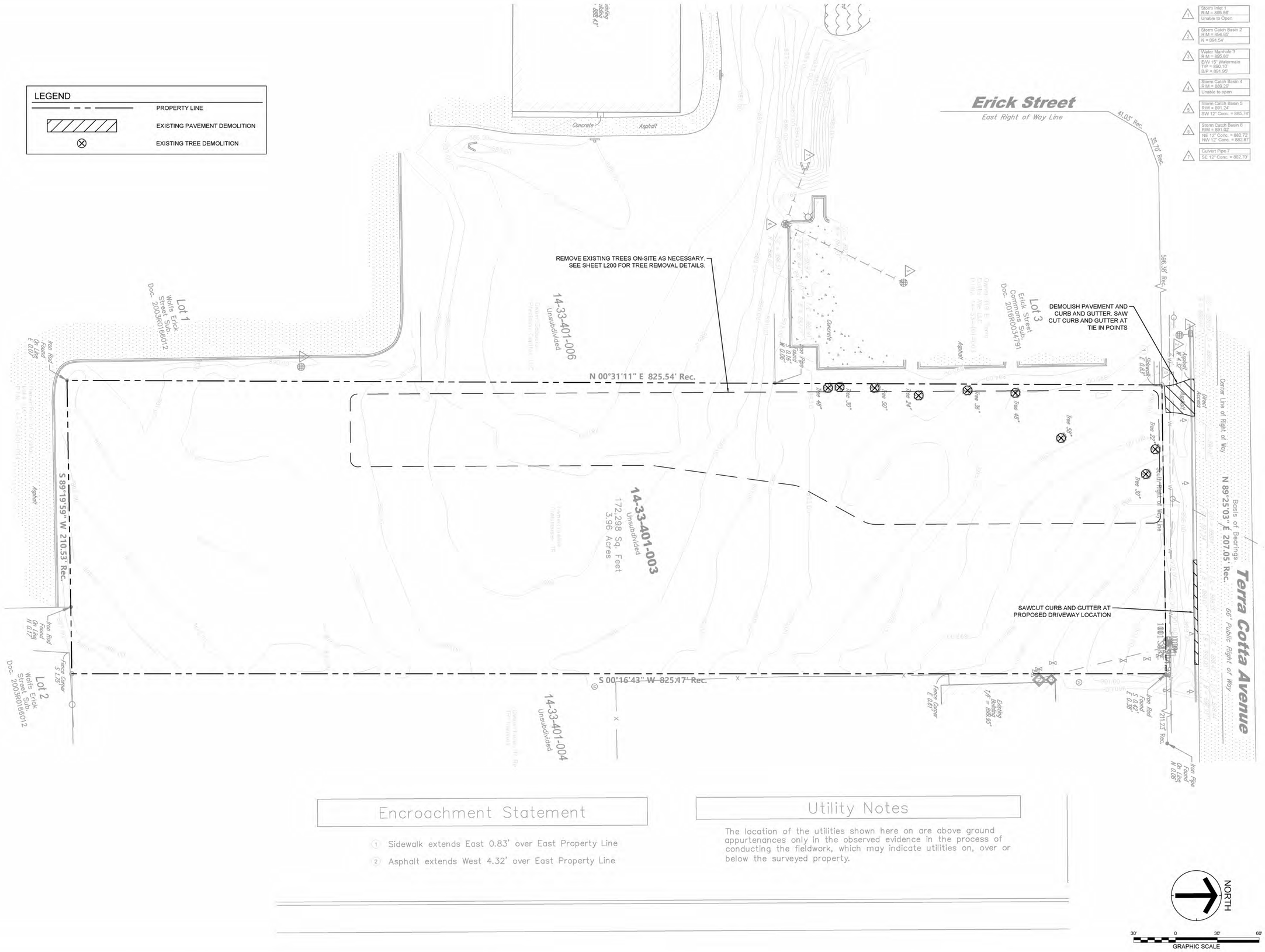
Utility Notes

The location of the utilities shown here on are above ground appurtenances only in the observed evidence in the process of conducting the fieldwork, which may indicate utilities on, over or below the surveyed property.

Surveyors Name: Gloria Jean Koter
Land Surveying Se
1182 Heather Drive Lake Zurich, Ill
Ph. (847)847-1079 Fax. (847)847
Professional Design Firm License No. 18
email: jkoter@landsurveyings

EXISTING CONDITIONS PLAN

C100



Encroachment Statement

1. Sidewalk extends East 0.83' over East Property Line
2. Asphalt extends West 4.32' over East Property Line

Utility Notes

The location of the utilities shown here on are above ground appurtenances only in the observed evidence in the process of conducting the fieldwork, which may indicate utilities on, over or below the surveyed property.

NORTH

30' 0 30' 60'
GRAPHIC SCALE

Gresham Smith

GreshamSmith.com

222 Second Avenue South
Suite 1400
Nashville, TN 37201

615.770.8100

STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

MICHAEL DUANE HUNKLER
062-052189
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

04/01/2024

Revision		
No.	Date	Description
1	03.28.2024	CITY COMMENTS

DEMOLITION PLAN

C101

46724.01
12.06.2023

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...o evidence of any refuse or use as a solid waste dump at ...k

...o evidence of any cemeteries, individual grave sites or ... at the time of fieldwork

...was located on the property at the time of fieldwork.

... On Site

...ower pole located near the northeast corner of property (as ...n survey)
...evation = 904.58'

...s established using GPS Topnet Network. Benchmark ...em SPCIL83/NAVD88.

...s were located on property at time of fieldwork.



STORAGE BUILDING #	BUILDING AREA (S.F.)
1	5,400
2	1,400
3	1,050
4	3,000
5	3,600
6	2,125
7	900
8	7,200
9	12,000
10	5,600
11	3,300
Total	45,575
Total Site Area (S.F.)	164,013
Ratio	28%

UTILITY CONTACTS

ELECTRIC
COMMONWEALTH EDISON CO.
CONTACT: COMMERCIAL APPLICATIONS
PHONE: 877-426-6331

WATER (FIRE LINE)
CITY OF CRYSTAL LAKE PUBLIC WORKS DEPARTMENT
CONTACT: ADAM BEHRNS
PHONE: 815-459-2020

SEWER
NOT USED

GAS
NOT USED

SITE DATA TABLE

1. CURRENT ZONING: E ESTATE (REZONE TO M PUD MANUFACTURING)
   SETBACKS: FRONT = 80'
   SIDE = 15'
   SIDE = 15'
   REAR = 20'
2. SITE AREA: 164,013 S.F. = 3.77 ACRES
3. STORAGE BUILDING AREA: 45,575 S.F. GROSS AREA
4. STORAGE PARKING REQUIRED : 7 SPACES (1 PER 4,000 SF NFA UP TO 20,000 SF + 1 PER 10,000 SF NFA ABOVE 20,000 SF + 1 PER VEHICLE USED IN THE CONDUCT OF THE BUSINESS)
   PARKING PROVIDED : 4 SPACES*
5. EXISTING IMPERVIOUS AREA = 0.00 ACRES = 0.0%
   EXISTING PERVIOUS AREA = 3.77 ACRES = 100%
6. PROPOSED IMPERVIOUS AREA = 2.22 ACRES = 59.1%
   PROPOSED LANDSCAPE AREA = 1.55 ACRES = 40.9%

*CUSTOMER WILL DRIVE TO THEIR STORAGE UNIT TO PARK. THE PARKING NEAR THE KIOSK IS USED ONLY FOR LEASING UNITS AND TERMINATING LEASING UNITS.

SITE NOTES:

1. WALL PACKS WILL BE PROVIDED ON ALL BUILDINGS TO ILLUMINATE THE DRIVE AISLE. SEE ARCHITECTURAL PLANS FOR DETAILS.
2. EACH BUILDING WILL HAVE A DRY PIPE SPRINKLER SYSTEM. SEE FIRE PROTECTION PLANS.

NORTH

30' 0 30' 60'
GRAPHIC SCALE

Gresham Smith

GreshamSmith.com

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STORAGE OF AMERICA

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CRYSTAL LAKE, IL 60014

MICHAEL DUANE HUNKLER
062-052189
PROFESSIONAL ENGINEER
STATE OF ILLINOIS

04/01/2024

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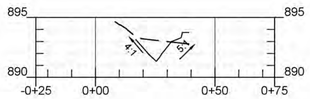
SITE LAYOUT AND UTILITY PLAN

C200

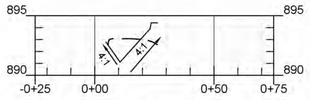
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12.06.2023

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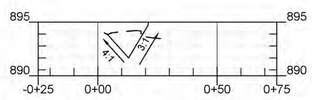
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SWALE A PROFILE
SCALE H:1"=30'; V:1"=6'



SWALE B PROFILE
SCALE H:1"=30'; V:1"=6'



SWALE C PROFILE
SCALE H:1"=30'; V:1"=6'

STRUCTURE TABLE				
STRUCTURE	TYPE	RIM	PIPE IN : I.E.	PIPE OUT : I.E.
ST-A1	HW	884.50	ST-A2 - ST-A1 - 24" HDPE (E) : 887.00	
ST-A2	AI	892.85	ST-A3 - ST-A2 - 12" HDPE (S) : 887.35 ST-A8 - ST-A2 - 12" HDPE (E) : 887.35 ST-A11 - ST-A2 - 12" HDPE (N) : 887.35	ST-A2 - ST-A1 - 24" HDPE (W) : 887.25
ST-A3	AI	893.70	ST-A4 - ST-A3 - 12" HDPE (S) : 888.70	ST-A3 - ST-A2 - 12" HDPE (N) : 888.60
ST-A4	AI	892.90	ST-A5 - ST-A4 - 12" HDPE (W) : 889.40 ST-A7 - ST-A4 - 12" HDPE (E) : 889.40	ST-A4 - ST-A3 - 12" HDPE (N) : 889.30
ST-A5	MH	893.55	ST-A6 - ST-A5 - 12" HDPE (S) : 889.80	ST-A5 - ST-A4 - 12" HDPE (E) : 889.70
ST-A6	HW	891.80		ST-A6 - ST-A5 - 12" HDPE (N) : 890.40
ST-A7	AI	892.60		ST-A7 - ST-A4 - 12" HDPE (W) : 889.70
ST-A8	AI	892.75	ST-A9 - ST-A8 - 12" HDPE (N) : 887.55	ST-A8 - ST-A2 - 12" HDPE (W) : 887.65
ST-A9	AI	893.00	ST-A10 - ST-A9 - 12" HDPE (N) : 887.85	ST-A9 - ST-A8 - 12" HDPE (S) : 887.75
ST-A10	AI	894.03		ST-A10 - ST-A9 - 12" HDPE (S) : 889.00
ST-A11	AI	894.00	ST-A12 - ST-A11 - 12" HDPE (N) : 888.55	ST-A11 - ST-A2 - 12" HDPE (S) : 888.45
ST-A12	AI	894.40	ST-A13 - ST-A12 - 12" HDPE (N) : 889.75	ST-A12 - ST-A11 - 12" HDPE (S) : 889.65
ST-A13	AI	895.30		ST-A13 - ST-A12 - 12" HDPE (S) : 890.95

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
ST-A6 - ST-A5	12"	39.87'	1.50%	HDPE
ST-A5 - ST-A4	12"	27.49'	1.09%	HDPE
ST-A4 - ST-A3	12"	92.50'	0.65%	HDPE
ST-A3 - ST-A2	12"	180.00'	0.69%	HDPE
ST-A2 - ST-A1	24"	51.78'	0.48%	HDPE
ST-A7 - ST-A4	12"	55.01'	0.55%	HDPE
ST-A10 - ST-A9	12"	103.15'	1.11%	HDPE
ST-A8 - ST-A2	12"	63.01'	0.48%	HDPE
ST-A13 - ST-A12	12"	119.87'	1.00%	HDPE
ST-A12 - ST-A11	12"	107.65'	1.02%	HDPE
ST-A11 - ST-A2	12"	109.99'	1.00%	HDPE
ST-A9 - ST-A8	12"	20.00'	1.00%	HDPE

STRUCTURE TABLE				
STRUCTURE	TYPE	RIM	PIPE IN : I.E.	PIPE OUT : I.E.
ST-B1	HW	889.65	ST-B2 - ST-B1 - 24" HDPE (N) : 887.00	
ST-B2	MH	890.94	ST-B3 - ST-B2 - 24" HDPE (E) : 887.64	ST-B2 - ST-B1 - 24" HDPE (S) : 887.54
ST-B3	MH	894.48	ST-B4 - ST-B3 - 24" HDPE (S) : 887.94	ST-B3 - ST-B2 - 24" HDPE (W) : 887.84
ST-B4	MH	893.08	ST-B5 - ST-B4 - 24" HDPE (E) : 888.90	ST-B4 - ST-B3 - 24" HDPE (N) : 888.80
ST-B5	HW	892.15		ST-B5 - ST-B4 - 24" HDPE (W) : 889.50

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
ST-B5 - ST-B4	24"	130.02'	0.46%	HDPE
ST-B4 - ST-B3	24"	188.13'	0.46%	HDPE
ST-B3 - ST-B2	24"	45.04'	0.46%	HDPE
ST-B2 - ST-B1	24"	118.21'	0.46%	HDPE

STRUCTURE LEGEND	
HW	PRECAST CONCRETE WINGED HEADWALL, DETAIL 01/C902
AI	SINGLE AREA INLET WITH SUMP, DETAIL 02/C902
MH	STORM MANHOLE, DETAIL 10/C902

IF DRAIN TILE IS ENCOUNTERED, CONTRACTOR TO REROUTE NEW DRAIN TILE AND CONNECT TO EXISTING DOWNSTREAM DRAIN TILE FOR A POSITIVE OUTFALL. THERE WAS NO EVIDENCE OF EXISTING DRAIN TILE AT THE TIME OF EXISTING CONDITIONS SURVEY FIELDWORK.

NORTH

30' 0 30' 60'
GRAPHIC SCALE

Gresham Smith
GreshamSmith.com
222 Second Avenue South
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Nashville, TN 37201
615.770.8100

STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

LICENSED PROFESSIONAL ENGINEER
MICHAEL DUANE HUNKLER
062-052189
OF ILLINOIS

04/01/2024

Revision		
No.	Date	Description
1	03.28.2024	CITY COMMENTS

GRADING AND DRAINAGE PLAN

C300

46724.01
12.06.2023

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description of property mathematically closes with no gaps, ps.

e to the nearest intersecting street, Erick Street, is 673.11 wn on the survey.

no evidence of any refuse or use as a solid waste dump at k.

no evidence of any cemeteries, individual grave sites, or at the time of fieldwork.

was located on the property at the time of fieldwork.

- On Site

ower pole located near the northeast corner of property (as n survey)
evation = 904.58'

s established using GPS Topnet Network. Benchmark em SPCIL83/NAVD88.

s were located on property at time of fieldwork.



1	Storm Catch Basin 2 RIM = 894.85' N = 891.54'
1	Water Manhole 3 RIM = 895.80' E/W 15" Watermain T/P = 890.10' B/P = 891.95'
1	Storm Catch Basin 4 RIM = 889.29' Unable to open
1	Storm Catch Basin 5 RIM = 891.24' SW 12" Conc. = 885.74'
1	Storm Catch Basin 6 RIM = 891.02' NE 12" Conc. = 882.72' NW 12" Conc. = 882.87'
1	Culvert Pipe 7 SE 12" Conc. = 882.70'

02 C903 SILT FENCE

03 C903 CONSTRUCTION ENTRANCE

Erick Street
East Right of Way Line

Terra Cotta Avenue
66' Public Right of Way

Lot 1 Wolfs Erick Street Sub. Doc. 2003R0116012

Lot 2 Wolfs Erick Street Sub. Doc. 2003R0116012

Lot 3 Erick Street Commons Sub. Doc 2016R0034791

14-33-401-006 Unsubdivided

14-33-401-003 Unsubdivided

14-33-401-004 Unsubdivided

N 00°31'11" E 825.54' Rec.

S 00°16'43" W 825.17' Rec.

S 89°19'59" W 210.53' Rec.

N 89°25'03" E 207.05' Rec.

596.38' Rec.

411.03' Rec.

355.70' Rec.

211.23' Rec.

Basis of Bearings
Center Line of Right of Way

Concrete

Asphalt

Direct Access

Iron Rod Found On Line 0.07'

Iron Rod Found N 0.17'

Fence Corner S 1.25'

Fence Corner E 0.61'

Existing Building 1/F = 899.95'

Iron Rod Found S 0.42' E 0.39'

Iron Pipe Found On Line W 0.06'

Sidewalk E 0.83'

Asphalt at 0.12'

Trees: 48", 30", 50", 24", 36", 48", 36", 22", 30"

NORTH

30' 0 30' 60'
GRAPHIC SCALE

Gresham Smith

GreshamSmith.com

222 Second Avenue South
Suite 1400
Nashville, TN 37201

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STORAGE OF AMERICA

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LICENSED PROFESSIONAL ENGINEER
MICHAEL DUANE HUNKLER
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OF ILLINOIS

04/01/2024

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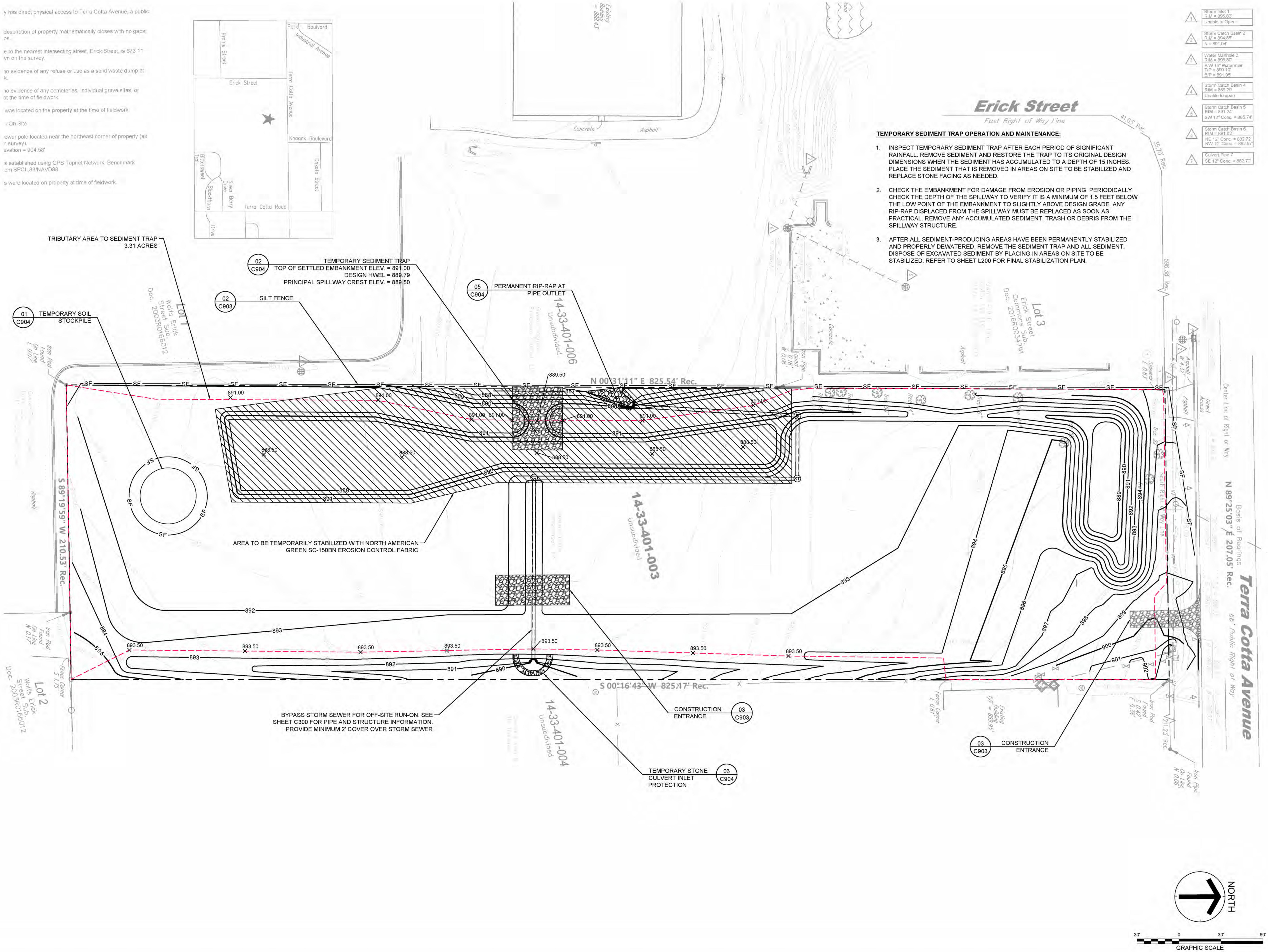
INITIAL EPSC PLAN

C400

46724.01
12.06.2023

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y has direct physical access to Terra Cotta Avenue, a public

description of property mathematically closes with no gaps ps.

e to the nearest intersecting street, Erick Street, is 673.11 wn on the survey.

no evidence of any refuse or use as a solid waste dump at k.

no evidence of any cemeteries, individual grave sites, or at the time of fieldwork.

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- On Site

ower pole located near the northeast corner of property (as n survey). evation = 904.58'

s established using GPS Topnet Network. Benchmark em SPCIL83/NAVD88.

s were located on property at time of fieldwork.

TEMPORARY SEDIMENT TRAP OPERATION AND MAINTENANCE:

1. INSPECT TEMPORARY SEDIMENT TRAP AFTER EACH PERIOD OF SIGNIFICANT RAINFALL. REMOVE SEDIMENT AND RESTORE THE TRAP TO ITS ORIGINAL DESIGN DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO A DEPTH OF 15 INCHES. PLACE THE SEDIMENT THAT IS REMOVED IN AREAS ON SITE TO BE STABILIZED AND REPLACE STONE FACING AS NEEDED.
2. CHECK THE EMBANKMENT FOR DAMAGE FROM EROSION OR PIPING. PERIODICALLY CHECK THE DEPTH OF THE SPILLWAY TO VERIFY IT IS A MINIMUM OF 1.5 FEET BELOW THE LOW POINT OF THE EMBANKMENT TO SLIGHTLY ABOVE DESIGN GRADE. ANY RIP-RAP DISPLACED FROM THE SPILLWAY MUST BE REPLACED AS SOON AS PRACTICAL. REMOVE ANY ACCUMULATED SEDIMENT, TRASH OR DEBRIS FROM THE SPILLWAY STRUCTURE.
3. AFTER ALL SEDIMENT-PRODUCING AREAS HAVE BEEN PERMANENTLY STABILIZED AND PROPERLY DEWATERED, REMOVE THE SEDIMENT TRAP AND ALL SEDIMENT. DISPOSE OF EXCAVATED SEDIMENT BY PLACING IN AREAS ON SITE TO BE STABILIZED. REFER TO SHEET L200 FOR FINAL STABILIZATION PLAN.

Gresham Smith

GreshamSmith.com

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Nashville, TN 37201

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STORAGE OF AMERICA
439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

MICHAEL DUANE HUNKLER 062-052189 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
04/01/2024

Revision

No.	Date	Description
1	03.27.2024	CITY COMMENTS

INTERMEDIATE EPSC PLAN

C401

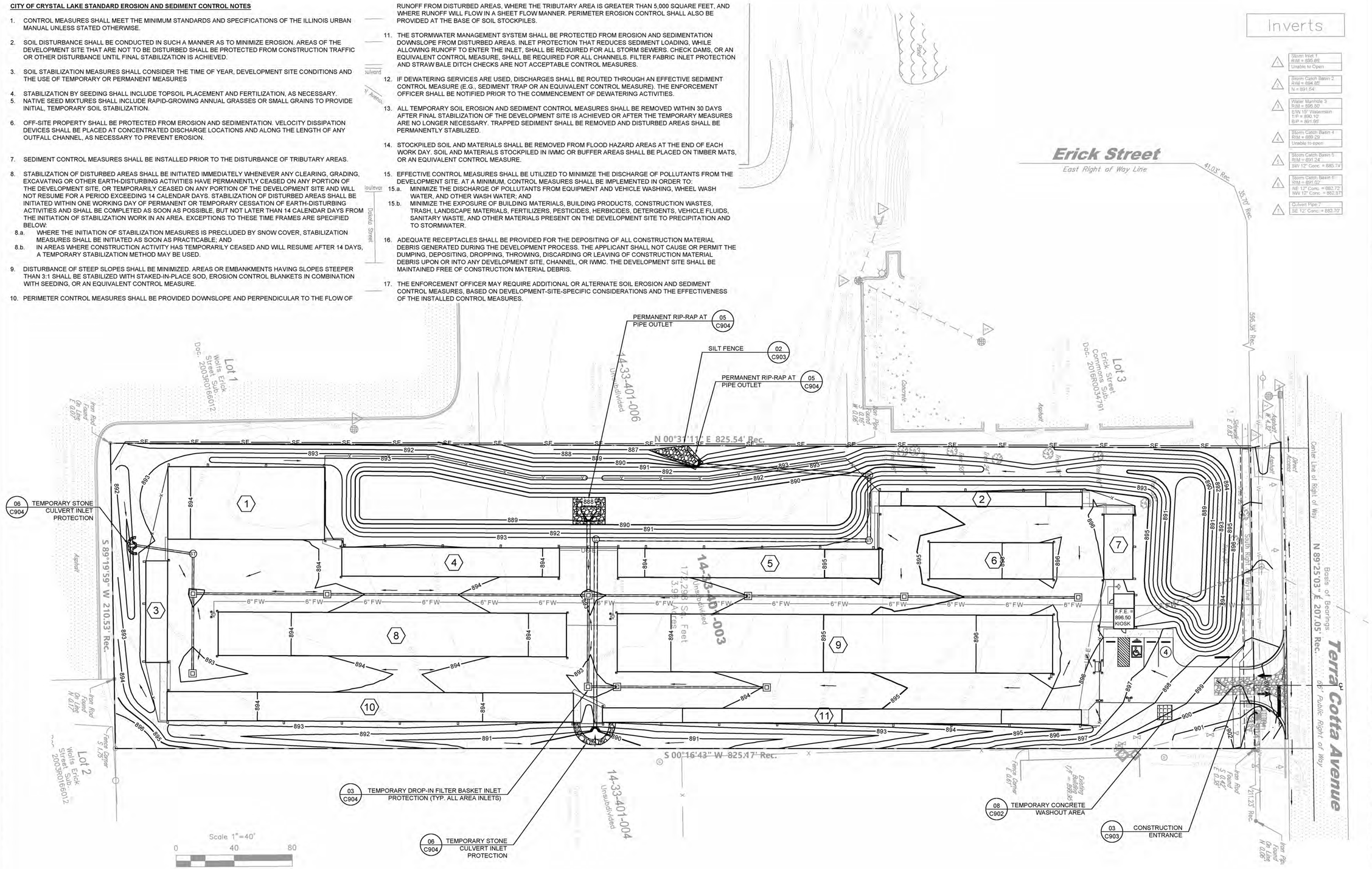
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12.06.2023

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CITY OF CRYSTAL LAKE STANDARD EROSION AND SEDIMENT CONTROL NOTES

1. CONTROL MEASURES SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE ILLINOIS URBAN MANUAL UNLESS STATED OTHERWISE.
2. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. AREAS OF THE DEVELOPMENT SITE THAT ARE NOT TO BE DISTURBED SHALL BE PROTECTED FROM CONSTRUCTION TRAFFIC OR OTHER DISTURBANCE UNTIL FINAL STABILIZATION IS ACHIEVED.
3. SOIL STABILIZATION MEASURES SHALL CONSIDER THE TIME OF YEAR, DEVELOPMENT SITE CONDITIONS AND THE USE OF TEMPORARY OR PERMANENT MEASURES
4. STABILIZATION BY SEEDING SHALL INCLUDE TOPSOIL PLACEMENT AND FERTILIZATION, AS NECESSARY.
5. NATIVE SEED MIXTURES SHALL INCLUDE RAPID-GROWING ANNUAL GRASSES OR SMALL GRAINS TO PROVIDE INITIAL, TEMPORARY SOIL STABILIZATION.
6. OFF-SITE PROPERTY SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. VELOCITY DISSIPATION DEVICES SHALL BE PLACED AT CONCENTRATED DISCHARGE LOCATIONS AND ALONG THE LENGTH OF ANY OUTFALL CHANNEL, AS NECESSARY TO PREVENT EROSION.
7. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE DISTURBANCE OF TRIBUTARY AREAS.
8. STABILIZATION OF DISTURBED AREAS SHALL BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH-DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE DEVELOPMENT SITE, OR TEMPORARILY CEASED ON ANY PORTION OF THE DEVELOPMENT SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION OF DISTURBED AREAS SHALL BE INITIATED WITHIN ONE WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH-DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NOT LATER THAN 14 CALENDAR DAYS FROM THE INITIATION OF STABILIZATION WORK IN AN AREA. EXCEPTIONS TO THESE TIME FRAMES ARE SPECIFIED BELOW:
   - 8.a. WHERE THE INITIATION OF STABILIZATION MEASURES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE; AND
   - 8.b. IN AREAS WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED AND WILL RESUME AFTER 14 DAYS, A TEMPORARY STABILIZATION METHOD MAY BE USED.
9. DISTURBANCE OF STEEP SLOPES SHALL BE MINIMIZED. AREAS OR EMBANKMENTS HAVING SLOPES STEEPER THAN 3:1 SHALL BE STABILIZED WITH STAKED-IN-PLACE SOD, EROSION CONTROL BLANKETS IN COMBINATION WITH SEEDING, OR AN EQUIVALENT CONTROL MEASURE.
10. PERIMETER CONTROL MEASURES SHALL BE PROVIDED DOWNSLOPE AND PERPENDICULAR TO THE FLOW OF RUNOFF FROM DISTURBED AREAS, WHERE THE TRIBUTARY AREA IS GREATER THAN 5,000 SQUARE FEET, AND WHERE RUNOFF WILL FLOW IN A SHEET FLOW MANNER. PERIMETER EROSION CONTROL SHALL ALSO BE PROVIDED AT THE BASE OF SOIL STOCKPILES.
11. THE STORMWATER MANAGEMENT SYSTEM SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION DOWNSLOPE FROM DISTURBED AREAS. INLET PROTECTION THAT REDUCES SEDIMENT LOADING, WHILE ALLOWING RUNOFF TO ENTER THE INLET, SHALL BE REQUIRED FOR ALL STORM SEWERS. CHECK DAMS, OR AN EQUIVALENT CONTROL MEASURE, SHALL BE REQUIRED FOR ALL CHANNELS. FILTER FABRIC INLET PROTECTION AND STRAW BALE DITCH CHECKS ARE NOT ACCEPTABLE CONTROL MEASURES.
12. IF DEWATERING SERVICES ARE USED, DISCHARGES SHALL BE ROUTED THROUGH AN EFFECTIVE SEDIMENT CONTROL MEASURE (E.G., SEDIMENT TRAP OR AN EQUIVALENT CONTROL MEASURE). THE ENFORCEMENT OFFICER SHALL BE NOTIFIED PRIOR TO THE COMMENCEMENT OF DEWATERING ACTIVITIES.
13. ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL STABILIZATION OF THE DEVELOPMENT SITE IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NECESSARY. TRAPPED SEDIMENT SHALL BE REMOVED AND DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED.
14. STOCKPILED SOIL AND MATERIALS SHALL BE REMOVED FROM FLOOD HAZARD AREAS AT THE END OF EACH WORK DAY. SOIL AND MATERIALS STOCKPILED IN IWMC OR BUFFER AREAS SHALL BE PLACED ON TIMBER MATS, OR AN EQUIVALENT CONTROL MEASURE.
15. EFFECTIVE CONTROL MEASURES SHALL BE UTILIZED TO MINIMIZE THE DISCHARGE OF POLLUTANTS FROM THE DEVELOPMENT SITE. AT A MINIMUM, CONTROL MEASURES SHALL BE IMPLEMENTED IN ORDER TO:
   - 15.a. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATER; AND
   - 15.b. MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, VEHICLE FLUIDS, SANITARY WASTE, AND OTHER MATERIALS PRESENT ON THE DEVELOPMENT SITE TO PRECIPITATION AND TO STORMWATER.
16. ADEQUATE RECEPTACLES SHALL BE PROVIDED FOR THE DEPOSITING OF ALL CONSTRUCTION MATERIAL DEBRIS GENERATED DURING THE DEVELOPMENT PROCESS. THE APPLICANT SHALL NOT CAUSE OR PERMIT THE DUMPING, DEPOSITING, DROPPING, THROWING, DISCARDING OR LEAVING OF CONSTRUCTION MATERIAL DEBRIS UPON OR INTO ANY DEVELOPMENT SITE, CHANNEL, OR IWMC. THE DEVELOPMENT SITE SHALL BE MAINTAINED FREE OF CONSTRUCTION MATERIAL DEBRIS.
17. THE ENFORCEMENT OFFICER MAY REQUIRE ADDITIONAL OR ALTERNATE SOIL EROSION AND SEDIMENT CONTROL MEASURES, BASED ON DEVELOPMENT-SITE-SPECIFIC CONSIDERATIONS AND THE EFFECTIVENESS OF THE INSTALLED CONTROL MEASURES.



OD NOTE: By graphic plotting only, this property is in Zone "X" of the Flood Insurance Rate Map,Community Panel No. 17111C0335J ,which bears an effective date of 11/16/2006 and is not in a Special Flood Hazard Area.

Encroachment Statement

(1) Sidewalk extends East 0.83' over East Property Line

(2) Asphalt extends West 4.32' over East Property Line

Utility Notes

The location of the utilities shown here on are above ground appurtenances only in the observed evidence in the process of conducting the fieldwork, which may indicate utilities on, over or below the surveyed property.

REFER TO SHEET L200 FOR FINAL STABILIZATION PLAN.

NORTH

30' 0 30' 60'
GRAPHIC SCALE

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CRYSTAL LAKE, IL 60014

LICENSED PROFESSIONAL ENGINEER
MICHAEL DUANE HUNKLER
062-052189
OF ILLINOIS
04/01/2024

Revision

No.	Date	Description
1	03.28.2024	CITY COMMENTS

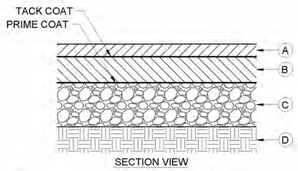
FINAL EPSC PLAN

C402

46724.01
12.06.2023

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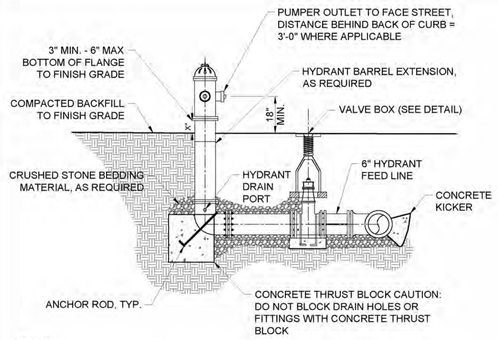


Ⓐ 1.5" ASPHALTIC SURFACE COURSE
Ⓑ 2.5" ASPHALTIC BINDER
Ⓒ 6.0" MINERAL AGGREGATE BASE COURSE COMPACTED TO 100% OF THE STANDARD PROCTOR DRY DENSITY (ASTM D698)
Ⓓ COMPACTED SUBGRADE, 98% STANDARD PROCTOR DRY DENSITY (ASTM D698)

A GEOTECHNICAL REPORT WAS NOT PROVIDED FOR THIS PROJECT. PAVEMENT SECTION PER STORAGE OF AMERICA.

01 C901

TYPICAL ASPHALT PAVEMENT SECTION
NOT TO SCALE

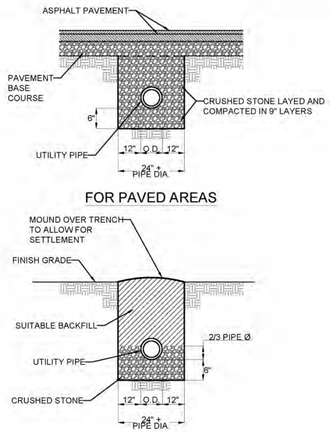


NOTES:

1. CRUSHED STONE SHALL BE PLACES AROUND HYDRANT DRAIN PORTS, MINIMUM OF 5 CU. FT. COVER TOP OF CRUSHED STONE WITH BUILDERS FELT BEFORE BACKFILLING.
2. HYDRANT SHALL BE VERTICALLY PLUMB.
3. HYDRANT SHALL BE PAINTED WITH TWO COATS (MIN.) OF EXTERIOR ENAMEL.
4. HYDRANT SHALL CONFORM TO LOCAL REQUIREMENTS

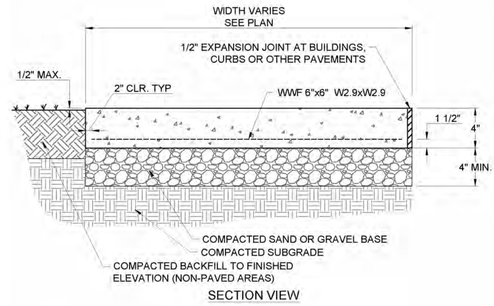
02 C901

FIRE HYDRANT ASSEMBLY
NOT TO SCALE



03 C901

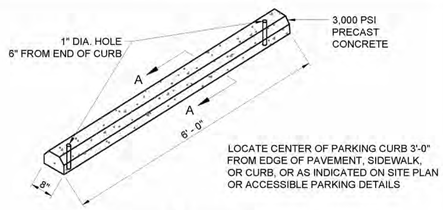
TYPICAL UTILITY BACKFILL
NOT TO SCALE



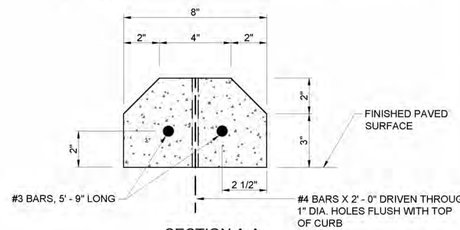
NOTES:
1. PROVIDE WEAKENED PLANE (SAW CUT OR TOOLED) TRANSVERSE CONTROL JOINTS AT 5'-0" ON CENTER.
2. PROVIDE EXPANSION JOINTS AT 30'-0" (MAX.) ON CENTER AND CONTINUOUSLY BETWEEN SIDEWALK AND WALLS OR OTHER STRUCTURES.
3. LONGITUDINAL SLOPES SHALL NOT EXCEED 5.00% (1:20)
4. CROSS SLOPES SHALL NOT EXCEED 2.00% (1:50)
5. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI (TYP.)

04 C901

CONCRETE SIDEWALK
NOT TO SCALE

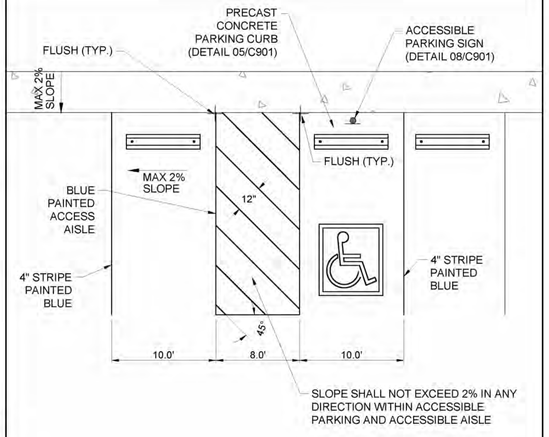


LOCATE CENTER OF PARKING CURB 3'-0" FROM EDGE OF PAVEMENT, SIDEWALK, OR CURB, OR AS INDICATED ON SITE PLAN OR ACCESSIBLE PARKING DETAILS



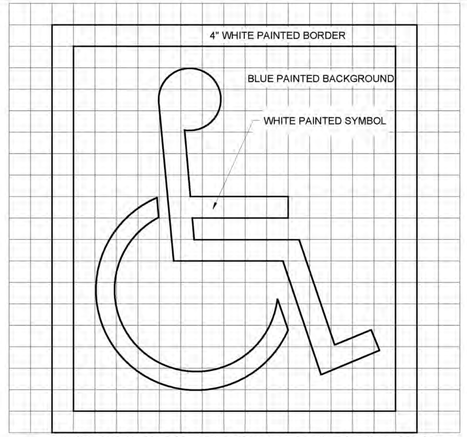
05 C901

PRECAST CONCRETE PARKING CURB
NOT TO SCALE



06 C901

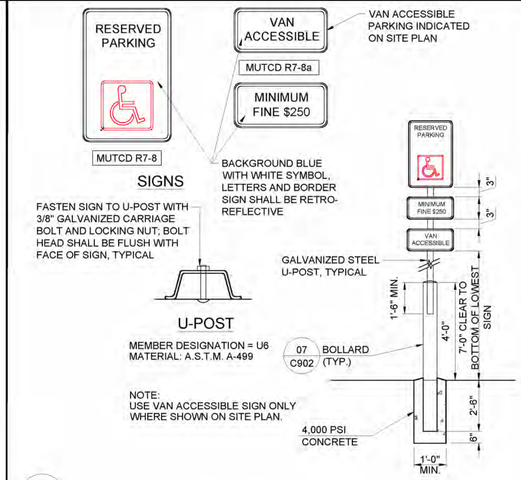
ACCESSIBLE PARKING SPACE
NOT TO SCALE



4" X 4" GRID PROVIDED FOR LAYOUT OF SYMBOL. PROVIDE PAINT COLORS IN ACCORDANCE WITH LOCAL REQUIREMENTS (TYPICALLY WHITE SYMBOL ON BLUE BACKGROUND INSIDE WHITE BORDER).

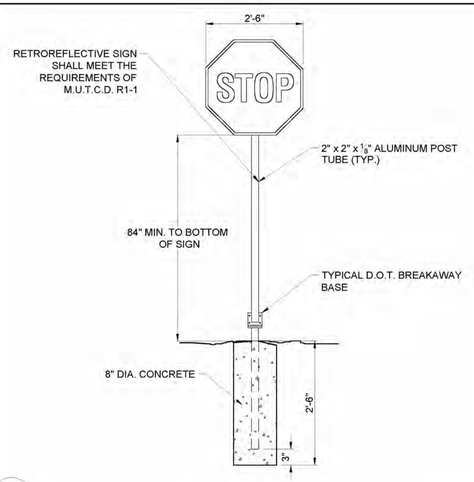
07 C901

PAINTED ACCESSIBLE SYMBOL FOR PAVEMENT
NOT TO SCALE



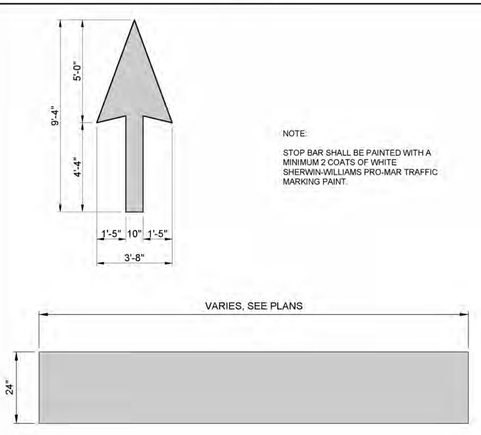
08 C901

ACCESSIBLE PARKING SIGN
NOT TO SCALE



09 C901

STOP SIGN
NOT TO SCALE

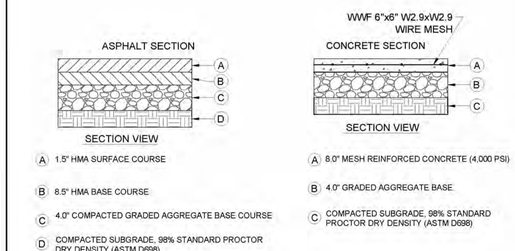


10 C901

PAVEMENT MARKING
NOT TO SCALE

11 C901

NOT USED
NOT TO SCALE



Ⓐ 1.5" HMA SURFACE COURSE
Ⓑ 8.5" HMA BASE COURSE
Ⓒ 4.0" COMPACTED GRADED AGGREGATE BASE COURSE
Ⓓ COMPACTED SUBGRADE, 98% STANDARD PROCTOR DRY DENSITY (ASTM D698)

Ⓐ 8.0" MESH REINFORCED CONCRETE (4,000 PSI)
Ⓑ 4.0" GRADED AGGREGATE BASE
Ⓒ COMPACTED SUBGRADE, 98% STANDARD PROCTOR DRY DENSITY (ASTM D698)

NOTES:

1. PAVEMENT SECTION PER IDOT STANDARDS

12 C901

IDOT DRIVEWAY PAVEMENT SECTION
NOT TO SCALE

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LICENSED PROFESSIONAL ENGINEER
MICHAEL DUANE HUNKLER
062-052189
OF ILLINOIS

04/01/2024

Revision

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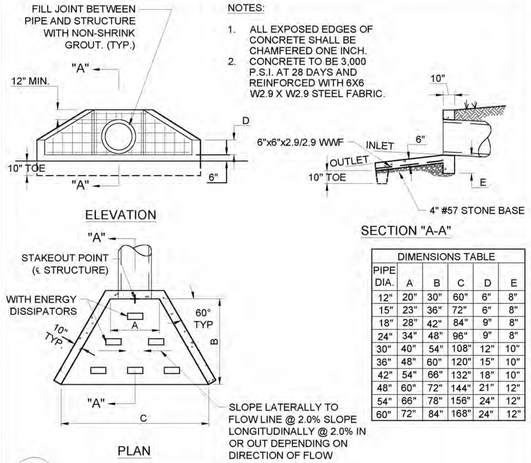
SITE DETAILS

C901

46724.01
12.06.2023

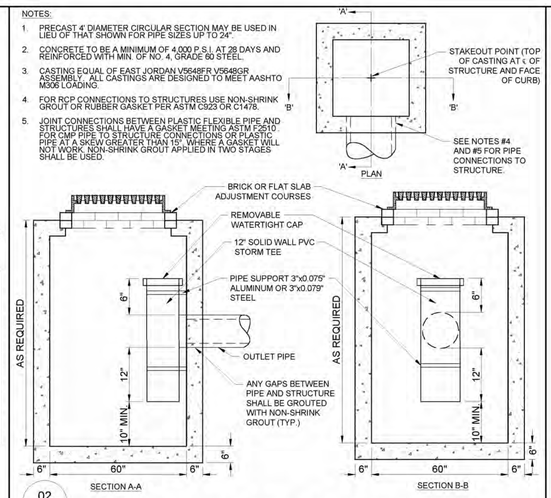
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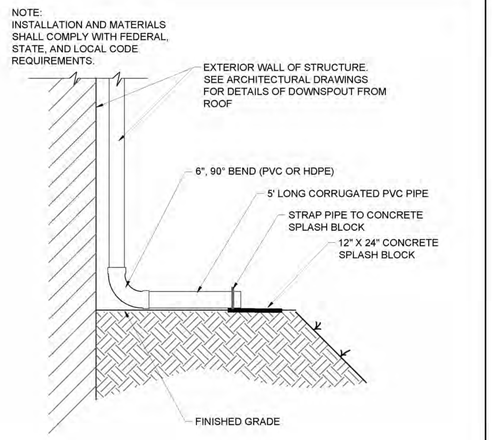
01 C902

PRECAST CONCRETE WINGED HEADWALL
NOT TO SCALE



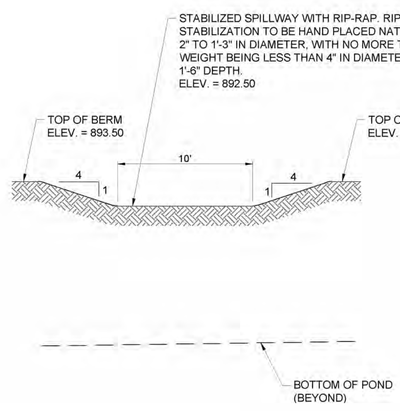
02 C902

SINGLE AREA INLET WITH SUMP
NOT TO SCALE



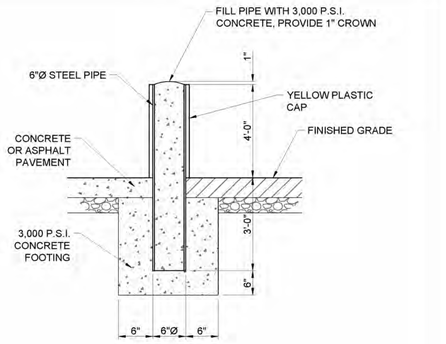
03 C902

DOWNSPOUT WITH SPLASH BLOCK
NOT TO SCALE



04 C902

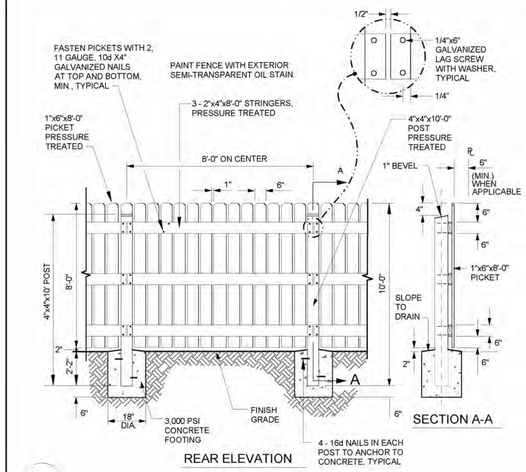
EMERGENCY SPILLWAY
NOT TO SCALE



NOTE:
BOLLARD SHALL BE PAINTED WITH EXTERIOR ENAMEL PAINT (2 COATS BEFORE INSTALLATION, 1 COAT AFTER INSTALLATION). PROVIDE 4" WIDE REFLECTIVE TAPE AT TOP.

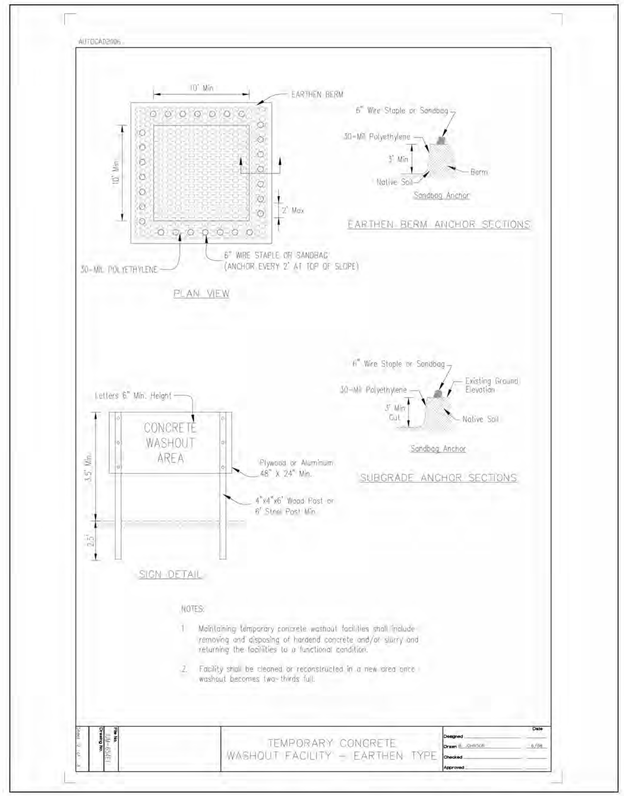
05 C902

BOLLARD
NOT TO SCALE



06 C902

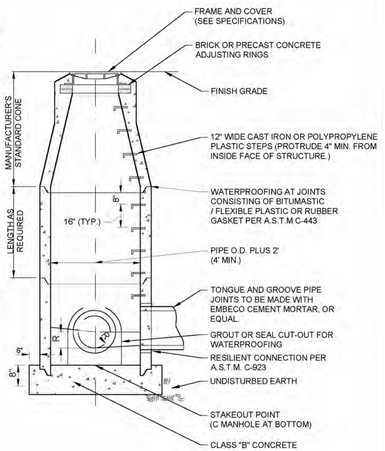
8-FOOT HIGH WOOD PRIVACY FENCE
NOT TO SCALE



08 C902

TEMPORARY CONCRETE WASHOUT AREA
NOT TO SCALE

NOTES:
1. CONCRETE TO BE 4,000 P.S.I. AT 28 DAYS AND REINFORCED WITH NO. 4, GRAD 60 BARS.
2. PROVIDE ½" THICK LEDGER PLATES WHERE MORE THAN TWO CASTINGS ARE REQUIRED.
3. CASTING EQUAL OF NEENAH 1788 OR EJIW 1040 WITH TYPE A SOLID COVER. ALL CASTINGS ARE DESIGNED TO MEET AASHTO M306 LOADING.
4. FOR RCP CONNECTIONS TO STRUCTURES USE NON-SHRINK GROUT OR RUBBER GASKET PER ASTM C923 OR C1478.
5. JOINTS BETWEEN PLASTIC FLEXIBLE PIPE AND STRUCTURES SHALL HAVE A GASKET MEETING ASTM F2510 FOR CMP PIPE TO STRUCTURE CONNECTIONS OR PLASTIC PIPE AT A SKEW GREATER THAN 15°, WHERE A GASKET WILL NOT WORK. NON-SHRINK GROUT APPLIED IN TWO STAGES SHALL BE USED.
6. ALL PRECAST CONCRETE MANHOLE SECTIONS TO BE ASTM C478, MIN. THICKNESS WALLS. CONE SECTION TO BE CONCENTRIC UNLESS OTHERWISE APPROVED BY ENGINEER.



07 C902

STORM MANHOLE
NOT TO SCALE

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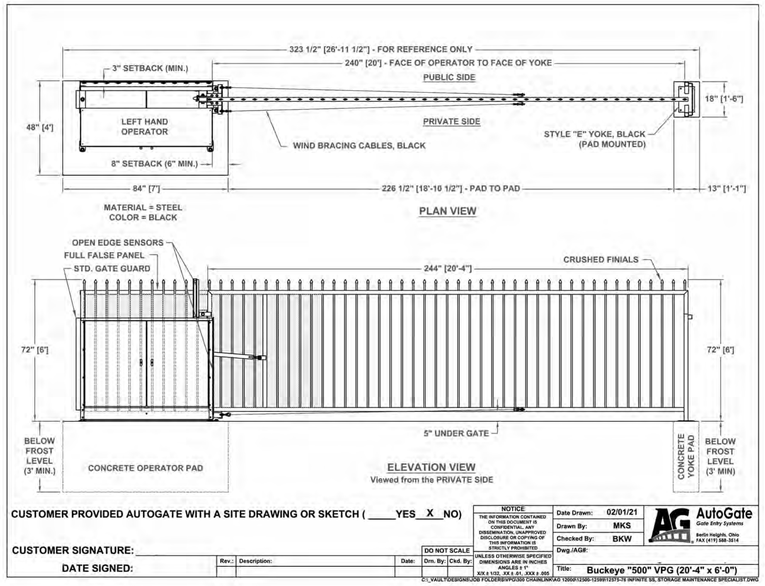
SITE DETAILS

C902

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12.06.2023

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CUSTOMER PROVIDED AUTOGATE WITH A SITE DRAWING OR SKETCH (____YES__X__NO)

CUSTOMER SIGNATURE: _____

DATE SIGNED:

Rev.:	Description:	Date:	Drn. By:	Chk. By:

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DO NOT SCALE

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES ANGLES ± 1°

.XX ± 1/32, .XX ± .01, .XXX ± .005

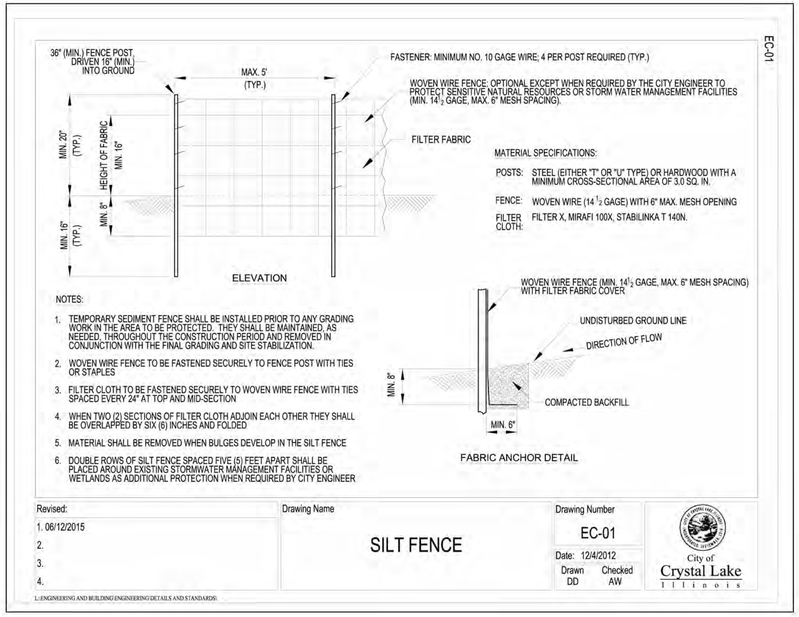
C:_VAULT\DESIGN\COM FOLDER\PIPCOD CHARLSMOAS 12000\12305-12399\12375-78 INFINITE SB, STORAGE MAINTENANCE SPECIALIST.DWG

Date Drawn:	02/01/21
Drawn By:	MKS
Checked By:	BKW
Dwg./AG#:	
Title:	Buckeye "500" VPG (20'-4" x 6'-0")

AutoGate Gate Entry Systems — Berlin Heights, Ohio — FAX (419) 588-3014

01 C903

SECURITY GATE DETAIL
NOT TO SCALE



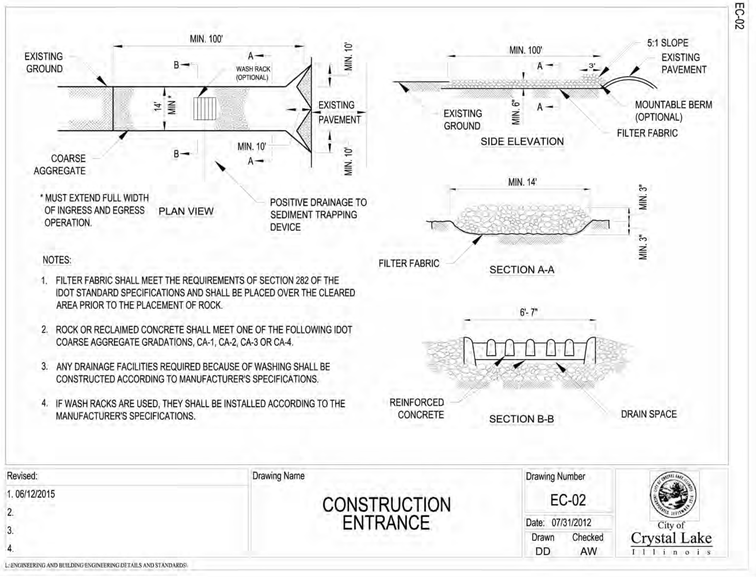
Revised:	Drawing Name	Drawing Number
1. 06/12/2015	SILT FENCE	EC-01
2.		Date: 12/4/2012
3.		Drawn DD / Checked AW
4.		

L:\ENGINEERING AND BUILDING ENGINEERING\DETAILS AND STANDARDS\

City of Crystal Lake Illinois

02 C903

SILT FENCE
NOT TO SCALE



NOTES:

1. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF SECTION 282 OF THE IDOT STANDARD SPECIFICATIONS AND SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO THE PLACEMENT 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.
3. ANY DRAINAGE FACILITIES REQUIRED BECAUSE OF WASHING SHALL BE CONSTRUCTED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
4. IF WASH RACKS ARE USED, THEY SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS.

Revised:	Drawing Name	Drawing Number
1. 06/12/2015	CONSTRUCTION ENTRANCE	EC-02
2.		Date: 07/31/2012
3.		Drawn DD / Checked AW
4.		

L:\ENGINEERING AND BUILDING ENGINEERING\DETAILS AND STANDARDS\

City of Crystal Lake Illinois

03 C903

CONSTRUCTION ENTRANCE
NOT TO SCALE

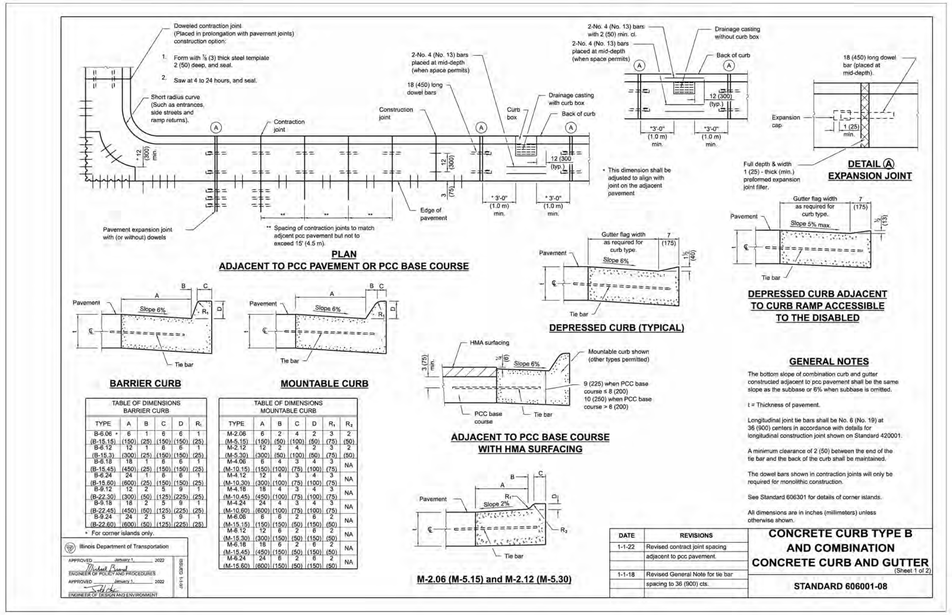


TABLE OF DIMENSIONS BARRIER CURB						
TYPE	A	B	C	D	R_1	
B-6.06 *	6	1	6	6	1	
(B-15.15)	(150)	(25)	(150)	(150)	(25)	
B-6.12	12	1	6	6	1	
(B-15.31)	(300)	(25)	(150)	(150)	(25)	
B-6.18	18	1	6	6	1	
(B-15.45)	(450)	(25)	(150)	(150)	(25)	
B-6.24	24	1	6	6	1	
(B-15.60)	(600)	(25)	(150)	(150)	(25)	
B-8.12	12	2	8	8	2	
(B-22.30)	(300)	(50)	(125)	(225)	(25)	
B-8.18	18	2	8	8	2	
(B-22.45)	(450)	(50)	(125)	(225)	(25)	
B-8.24	24	2	8	8	2	
(B-22.60)	(600)	(50)	(125)	(225)	(25)	

* For corner islands only.

TABLE OF DIMENSIONS MOUNTABLE CURB						
TYPE	A	B	C	D	R_1	R_2
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.12	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	6	6	4	2	3	NA
(M-10.15)	(150)	(150)	(100)	(50)	(75)	NA
M-4.12	12	6	4	2	3	NA
(M-10.30)	(300)	(150)	(100)	(50)	(75)	NA
M-4.18	18	6	4	2	3	NA
(M-10.45)	(450)	(150)	(100)	(50)	(75)	NA
M-4.24	24	6	4	2	3	NA
(M-10.60)	(600)	(150)	(100)	(50)	(75)	NA
M-6.06	6	6	6	2	4	NA
(M-15.15)	(150)	(150)	(150)	(50)	(100)	NA
M-6.12	12	6	6	2	4	NA
(M-15.30)	(300)	(150)	(150)	(50)	(100)	NA
M-6.18	18	6	6	2	4	NA
(M-15.45)	(450)	(150)	(150)	(50)	(100)	NA
M-6.24	24	6	6	2	4	NA
(M-15.60)	(600)	(150)	(150)	(50)	(100)	NA

Illinois Department of Transportation

APPROVED January 1, 2022 — ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2022 — ENGINEER OF DESIGN AND ENVIRONMENT

BSDS-1 Local

DATE	REVISIONS
1-1-22	Revised contract joint spacing
	adjacent to pcc pavement.
1-1-18	Revised General Note for tie bar
	spacing to 36 (900) cts.

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER (Sheet 1 of 2)

STANDARD 606001-08

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 36 (900) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

See Standard 606301 for details of corner islands.

All dimensions are in inches (millimeters) unless otherwise shown.

04 C903

IDOT CONCRETE CURB AND GUTTER
NOT TO SCALE

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STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

PROFESSIONAL ENGINEER — MICHAEL DUANE HUNKLER — 062-052189 — OF ILLINOIS

04/01/2024

Revision

No.	Date	Description
1	03.28.2024	CITY COMMENTS

SITE DETAILS

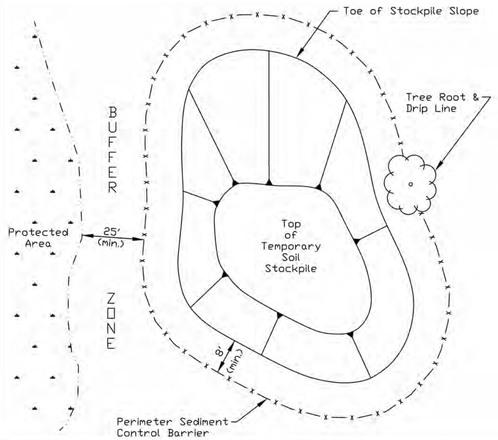
C903

46724.01
12.06.2023

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TEMPORARY SOIL STOCKPILE DETAIL



NOTES:
1. Stockpile slopes should be based on angle of repose of the soil material to avoid potential sloughing of the slope.
2. Soil stockpile to be stabilized in accordance with practical standards.
3. Do not locate stockpile within overland drainage flow path, designated floodways, drip line or over the root crown of adjacent trees.
4. Provisions for sediment control practices may be required along haul roads and entrance/exit locations for access the soil stockpile that can create flow path for stormwater runoff.
5. Installation of benches, terraces, or slope interrupters should be considered.
6. Avoid building soil stockpiles on impervious surfaces.
7. Linear sediment trap surrounding the stockpile base may be used to control sediment.

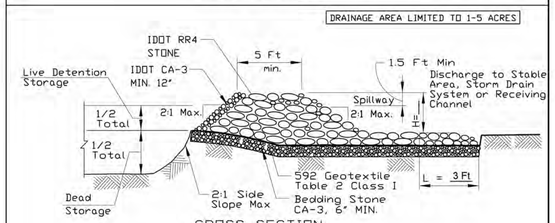
REFERENCE		STANDARD DWG. NO.
Project		IUM-627
Designed ____ Date ____		SHEET 1 OF 1
Checked ____ Date ____		DATE JANUARY 2017
Approved ____ Date ____		

01 C904

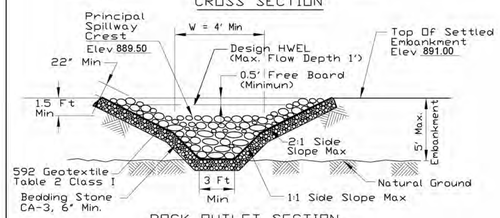
TEMPORARY SOIL STOCKPILE
NOT TO SCALE

TEMPORARY SEDIMENT TRAP (ROCK OUTLET)

DRAINAGE AREA LIMITED TO 1-5 ACRES



CROSS SECTION



ROCK OUTLET SECTION

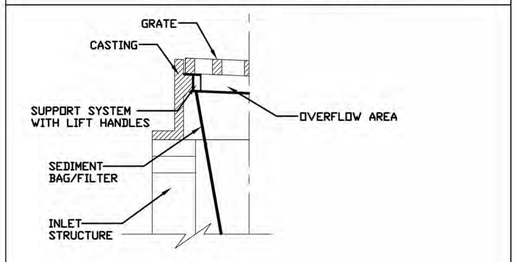
NOTES:
1. The sediment drop side slopes shall be constructed 2:1 or flatter and temporarily stabilized.
2. The rock outlet fill shall be constructed using IDOT RR-4 stone size. A 1' layerof IDOT CA-3 should be placed on the inside face to reduce the flow rate.
3. The rock will be placed according to construction specification 25 ROCKFILL. Placement will be by Method 1 and compaction will be class III .
4. The geotextile shall meet the requirements in material specification 592 GEOTEXTILE table 2, class I.

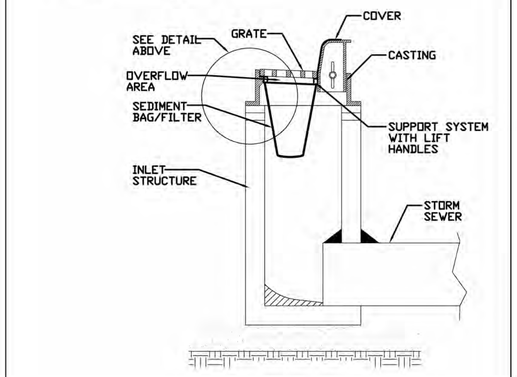
REFERENCE		STANDARD DWG. NO.
Project		IUM-660R
Designed ____ Date ____		SHEET 1 OF 1
Checked ____ Date ____		DATE 10-05-2017
Approved ____ Date ____		

02 C904

TEMPORARY SEDIMENT TRAP
NOT TO SCALE

INLET PROTECTION - PAVED AREAS DROP-IN PROTECTION

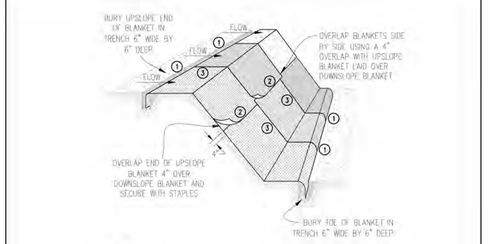


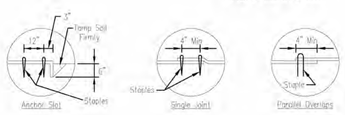


REFERENCE		STANDARD DWG. NO.
Project		IUM-561D
Designed ____ Date ____		SHEET 1 OF 1
Checked ____ Date ____		DATE 01-11-11
Approved ____ Date ____		

03 C904

TEMPORARY DROP-IN FILTER BASKET INLET PROTECTION
NOT TO SCALE





DETAIL 1 DETAIL 2 DETAIL 3



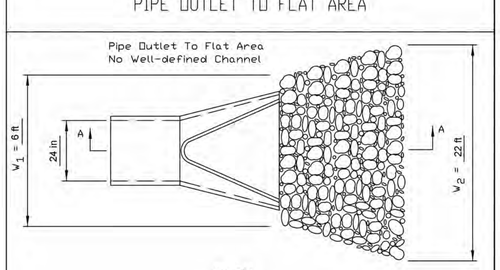
NOTES:
1. Staples shall be placed in a diamond pattern at 2 per s.y. for stitched blankets. Non-stitched shall use 4 staples per s.y. of material. This equates to 200 staples with stitched blanket and 400 staples with non-stitched blanket per 100 s.y. of material.
2. Staple or push pin lengths shall be selected based on soil type and conditions. (minimum staple length is 6").
3. Erosion control material shall be placed in contact with the soil over a prepared seedbed.
4. All anchor slots shall be stapled at approximately 12" intervals.

EROSION CONTROL BLANKET INSTALLATION DETAILS

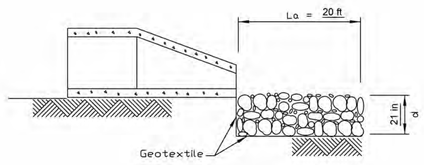
04 C904

EROSION CONTROL BLANKET
NOT TO SCALE

PIPE OUTLET TO FLAT AREA



PLAN



SECTION A-A

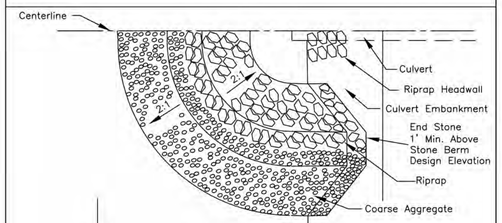
NOTES:
1. The filter fabric shall meet the requirements in material specifications 592 GEOTEXTILE Table 1 or 2, class I, II or III .
2. The rock riprap shall shall meet the IDOT requirements for the following gradation: RR ____4____ , Quality Rock Type 1 .
3. The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

REFERENCE		NRCS	STANDARD DWG. NO.
Project		Natural Resources Conservation Service	IL-610
Designed ____ Date ____			SHEET 1 OF 1
Checked ____ Date ____			DATE 9-15-93
Approved ____ Date ____			

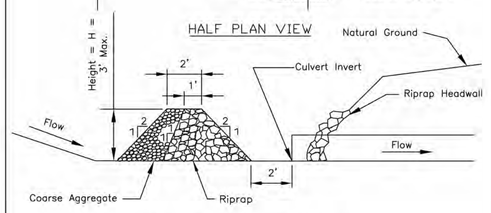
05 C904

PERMANENT RIP-RAP AT PIPE OUTLET
NOT TO SCALE

CULVERT INLET PROTECTION - STONE



HALF PLAN VIEW



CENTERLINE CROSS SECTION

Notes:
1. Sediment shall be removed when the sediment has accumulated to one-half the height of the stone berm.
2. Coarse aggregate shall meet one of the following IDOT coarse aggregate gradations, CA-1, CA-2, CA-3 or CA-4.
3. Riprap shall meet IDOT gradation RR-3 or RR-4. Any permanent riprap, such as for the culvert headwall, shall meet IDOT Quality Designation A.
4. Coarse aggregate and riprap shall be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
5. The maximum drainage area to the culvert being protected is 3 acres.
6. See plans for H dimension.
7. Tie the stone berm into the culvert embankment a minimum of 1 foot above the design elevation of the stone berm.

REFERENCE		NRCS	STANDARD DWG. NO.
Project		Natural Resources Conservation Service	IL-508ST
Designed ____ Date ____			SHEET 1 OF 1
Checked ____ Date ____			DATE 1-29-99
Approved ____ Date ____			

06 C904

TEMPORARY STONE CULVERT INLET PROTECTION
NOT TO SCALE

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062-052189
PROFESSIONAL ENGINEER
OF ILLINOIS
04/01/2024

Revision

No.	Date	Description
1	03.28.2024	CITY COMMENTS

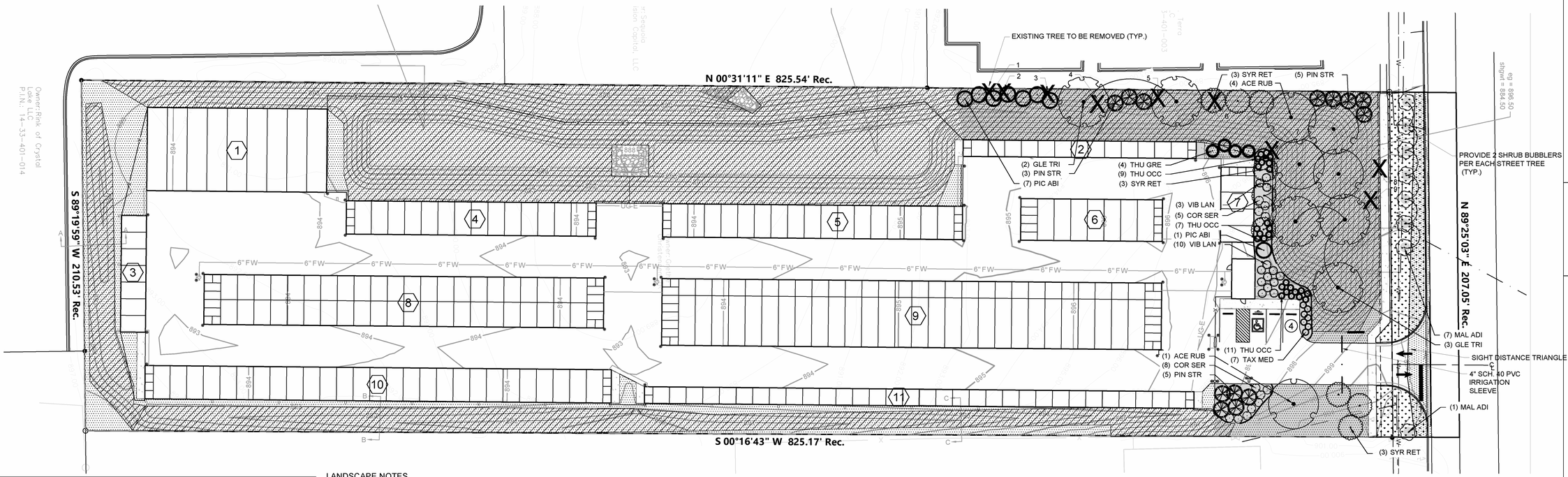
SITE DETAILS

C904

46724.01
12.06.2023

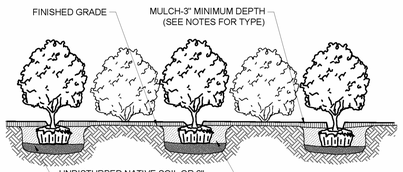
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NOTE:

PLANT MATERIAL SHALL CONFORM TO "THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI 260.1; LATEST EDITION) FOR SIZE FORM AND QUALITY
MYCORRHIZAL INOCULANTS AND SUPER-ABSORBENT MATERIAL ADDED TO PREPARED SOIL BACKFILL AT THE MANUFACTURER'S RECOMMENDED RATE AS PER SPECIFICATIONS



REMOVE ALL SYNTHETIC MATERIAL FROM AROUND ROOTBALL. REMOVE BURLAP AND ROPE FROM TOP ⅓ OF ROOTBALL

SHRUB PLANTING IN BED DETAIL

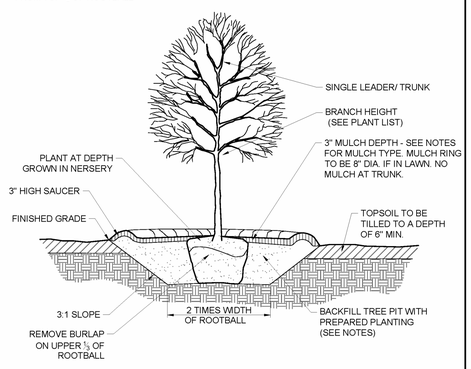
N.T.S.

NOTE:

PLANT MATERIAL SHALL CONFORM TO "THE AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1; LATEST EDITION) FOR SIZE FORM AND QUALITY

MYCORRHIZAL INOCULATES AND SUPER - ABSORBENT MATERIAL ADDED TO TOPSOIL BACKFILL AT THE MANUFACTURER'S RECOMMENDED RATE AS PER SPECIFICATIONS

REMOVE ALL SYNTHETIC MATERIAL FROM AROUND ROOTBALL. REMOVE BURLAP AND ROPE FROM TOP ⅓ OF ROOTBALL



TREE PLANTING DETAIL

N.T.S.

LANDSCAPE NOTES

1. WHEN APPLICABLE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING TREES TO REMAIN. NO HEAVY EQUIPMENT SHOULD BE PERMITTED TO OPERATE OR BE STORED, NOR ANY MATERIALS TO BE HANDLED OR STORED, WITHIN THE DRIPLINES OF TREES OUTSIDE THE LIMIT OF GRADING
2. THE QUANTITIES INDICATED ON THE PLANT LIST AND PLAN ARE PROVIDED FOR THE BENEFIT OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY CALCULATIONS AND THE LIABILITY WHICH PERTAINS TO THOSE QUANTITIES AND TO ANY RELATED CONTRACT DOCUMENTS AND/OR PRICE QUOTATIONS. QUESTIONS SHOULD BE DIRECTED TO THE LANDSCAPE ARCHITECT.
3. ALL PLANT MATERIALS SHALL BE NURSERY GROWN, UNLESS OTHERWISE NOTED AND SHALL COMPLY WITH THE AMERICAN STANDARD FOR NURSERY STOCK: ANSI Z-60.1; LATEST EDITION, FOR SIZE AND QUALITY.
4. NO SUBSTITUTIONS AS TO TYPE, SIZE, OR SPACING OF PLANT MATERIALS SPECIFIED ON THIS PLAN MAY BE MADE WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT.
5. THE CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES AND TO PROTECT UTILITIES THAT ARE TO REMAIN. THE CONTRACTOR SHALL REPAIR ANY DAMAGE ACCORDING TO LOCAL STANDARDS AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
6. ALL AREAS DISTURBED BY UTILITY TRENCHING, SITE AND BUILDING CONSTRUCTION SHALL BE STABILIZED WITH SEEDING AS SHOWN BY THE PLAN.
7. SOIL USED FOR PLANTING SHALL CONSIST OF 5 PARTS TOPSOIL, 1 PART SAND AND 2 PARTS ORGANIC MATTER, MIXED WITH I POUND OF FERTILIZER PER CUBIC YARD.

A. SAND SHALL BE CLEAN MASONRY SAND.

B. ORGANIC MATTER SHALL BE PEAT MOSS, OR WELL COMPOSTED PINE BARK, OR APPROVED EQUAL AND SHALL BE FINELY GROUND AND FREE OF WEEDS.

C. ALL FERTILIZER SHALL BE 10-10-10 WITH MINOR ELEMENTS. FERTILIZER SHALL HAVE 40-50% OF ITS TOTAL NITROGEN IN A WATER INSOLUBLE FORM.

8. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANT BEDS PRIOR TO INSTALLATION. TREFLAN OR AN APPROVED EQUAL SHALL BE USED.
9. ALL PLANT BEDS SHALL HAVE A MINIMUM OF 3" DEEP MULCH. MULCH SHALL BE SHREDDED HARDWOOD.
10. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO CONFIRM MATERIAL QUANTITIES. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES SHOWN ON THE PLAN SHALL TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT LIST.
11. PRIOR TO FINAL PAYMENT, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH COMPLETE WRITTEN INSTRUCTIONS ON PROPER CARE OF ALL SPECIFIED PLANT MATERIALS.
12. THE LANDSCAPE INSTALLATION SHALL BE COORDINATED WITH THE IRRIGATION INSTALLATION WHEN APPLICABLE.
13. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES AND TAKE SPECIAL CARE TO INSURE THAT BED PREPARATION DOES NOT INHIBIT DRAINAGE.
14. ALL LAWN AREAS SHALL BE CULTIVATED TO A DEPTH OF 4" PRIOR TO SEEDING. PREPARED LAWN BEDS SHALL BE FREE FROM STONES OVER 2" DIAMETER AND OTHER DELETERIOUS MATERIAL.
15. THE LANDSCAPE CONTRACTOR SHALL RAKE SMOOTH ALL SEED AREAS PRIOR TO INSTALLATION.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING BEHIND THE CURB SO GRADE IS LEVEL WITH TOP OF CURB.
17. SEEDED AREAS SHALL BE CONSIDERED ACCEPTABLE WHEN FULL COVERAGE OF THE PERMANENT TURFGRASS SPECIES IS ESTABLISHED.
18. CUT AWAY ROPES OR WIRES FROM B&B PLANTS. PULL BACK BURLAP FROM TOP OF ROOT BALL. DO NOT ALLOW BURLAP TO BE EXPOSED AT SURFACE. TOTALLY REMOVE BURLAP IF IT IS SYNTHETIC.
19. IF CONTAINER GROWN PLANTS SHOW SIGNS OF BEING ROOT BOUND, SCORE ROOTS VERTICALLY.
20. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
21. ALL REPLACEMENTS SHALL BE OF THE SAME TYPE, SIZE, AND QUALITY AS SPECIFIED ON THE PLANT LIST, UNLESS APPROVED OTHERWISE IN WRITING BY THE LANDSCAPE ARCHITECT.
22. ANY MATERIAL THAT IS DEEMED TO BE 25% DEAD OR MORE SHALL BE CONSIDERED DEAD, AND MUST BE REPLACED AT NO CHARGE. A TREE IS CONSIDERED DEAD WHEN THE MAIN LEADER HAS DIED BACK, OR MORE THAN 25% OF THE CROWN IS DEAD.
23. REPLACEMENTS SHALL BE MADE DURING THE NEXT PLANTING SEASON UNLESS THE LANDSCAPE CONTRACTOR AGREES TO AN EARLIER DATE.
    PLANTING DATES
    SPRING: MARCH 15 - MAY 15
    FALL: OCTOBER 1 - NOVEMBER 30
24. THE LANDSCAPE CONTRACTOR WILL NOT BE RESPONSIBLE FOR PLANT MATERIAL THAT HAS BEEN DAMAGED BY VANDALISM, FIRE, RELOCATION, WILDLIFE, THEFT, OR OTHER ACTIVITIES BEYOND THE LANDSCAPE CONTRACTOR'S CONTROL.

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	QTY	REMARKS
TREES						
ACE RUB	Acer rubrum	Redr Maple	B & B	3"Cal	5	6' clear trunk
GLE TRI	Gleditsia triacanthos inermis 'Skycole'	Skyline® Honey Locust	B & B	3"Cal	5	6' clear trunk
MAL ADI	Malus x 'Adirondack'	Adirondack Crabapple	B & B	2.5"Cal	8	5' clear trunk
PIC ABI	Picea abies	Norway Spruce	B & B	6` ht.	8	full to base
PIN STR	Pinus strobus	White Pine	B & B	6` ht.	13	full to base
SYR RET	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	B & B	2.5"Cal	9	5' single clear trunk
THU GRE	Thuja x 'Green Giant'	Green Giant Arborvitae	B & B	6` ht.	4	full to base
SHRUBS						
COR SER	Cornus sanguinea 'Midwinter Fire'	Midwinter Fire Bloodtwig Dogwood	5 gal	24" ht.	13	full
TAX MED	Taxus x media 'Densiformis'	Dense Anglo-Japanese Yew	B & B	24" spr.	7	full, clay grown
THU OCC	Thuja occidentalis 'Little Giant'	Little Giant Arborvitae	5 gal	18" ht.	27	full
VIB LAN	Viburnum lantana 'Mohican'	Mohican Wayfaring Tree	5 gal	24" ht.	13	full

LANDSCAPE CALCULATIONS

207 L.F. FRONTAGE

STREET TREES REQUIRED @ 1/40 L.F.	6
STREET TREES PROVIDED	8
FRONTAGE PLANTINGS REQUIRED	
TREES @ 1/40 L.F.	6
SHRUBS @ 10/40 L.F.	60
FRONTAGE PLANTINGS PROVIDED	
9 TREES	
60 SHRUBS	

NOTE: UNDERSTORY TREES USED FOR STREET PLANTING DUE TO OVERHEAD WIRES.

EXISTING TREES TO BE REMOVED

1 - 48" ELM
2 - 30" ELM
3 - 50" WALNUT
4 - 24" WALNUT
5 - 36" OAK
6 - 48" MAPLE
7 - 58" MAPLE
8 - 22" WALNUT
9 - 30" WALNUT

LEGEND

IRRIGATION COVERAGE AREA

AREA TO BE SEEDED WITH 0.25 LBS. CANADA WILD RYE, 1 LB. PERENNIAL RYE, 0.75 LBS. ALSIKE CLOVER, 0.25 LBS. ILLINOIS BUNDLE FLOWER, 0.5 LBS. LITTLE BLUESTEM, 0.5 LBS. SIDE OATS GRAMA, 0.75 LBS. FULTS SALT GRASS, 1.25 LBS. SPRING OATS AND 0.25 LBS. CODY BUFFALOGRASS PER 1,000 S.F. (IDOT CLASS 3)

AREA TO BE SEEDED WITH 2.5 LBS. INFERNO TALL FESCUE, 1 LB PERENNIAL RYE, 1 LB. CREEPING RED FESCUE AND 0.5 LBS. RED TOP PER 1,000 S.F.(IDOT CLASS 2)

AREA TO BE STABILIZED WITH NORTH AMERICAN GREEN SC-150BN EROSION CONTROL FABRIC IN ADDITION TO SEEDING

CONTRACTOR SHALL PROVIDE A FULLY AUTOMATIC IRRIGATION SYSTEM FOR THE AREAS SHOWN BY THE PLAN

NORTH

30' 0 30' 60'
GRAPHIC SCALE

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Suite 1400
Nashville, TN 37201
615.770.8100

STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

LICENSED LANDSCAPE ARCHITECT
YEA LIM CHOI
157-001797
STATE OF ILLINOIS

03/28/2024

Kate Choi

Revision

No.	Date	Description
1	03.28.2024	CITY COMMENTS

LANDSCAPE PLAN

L200

46724.01
12.06.2023

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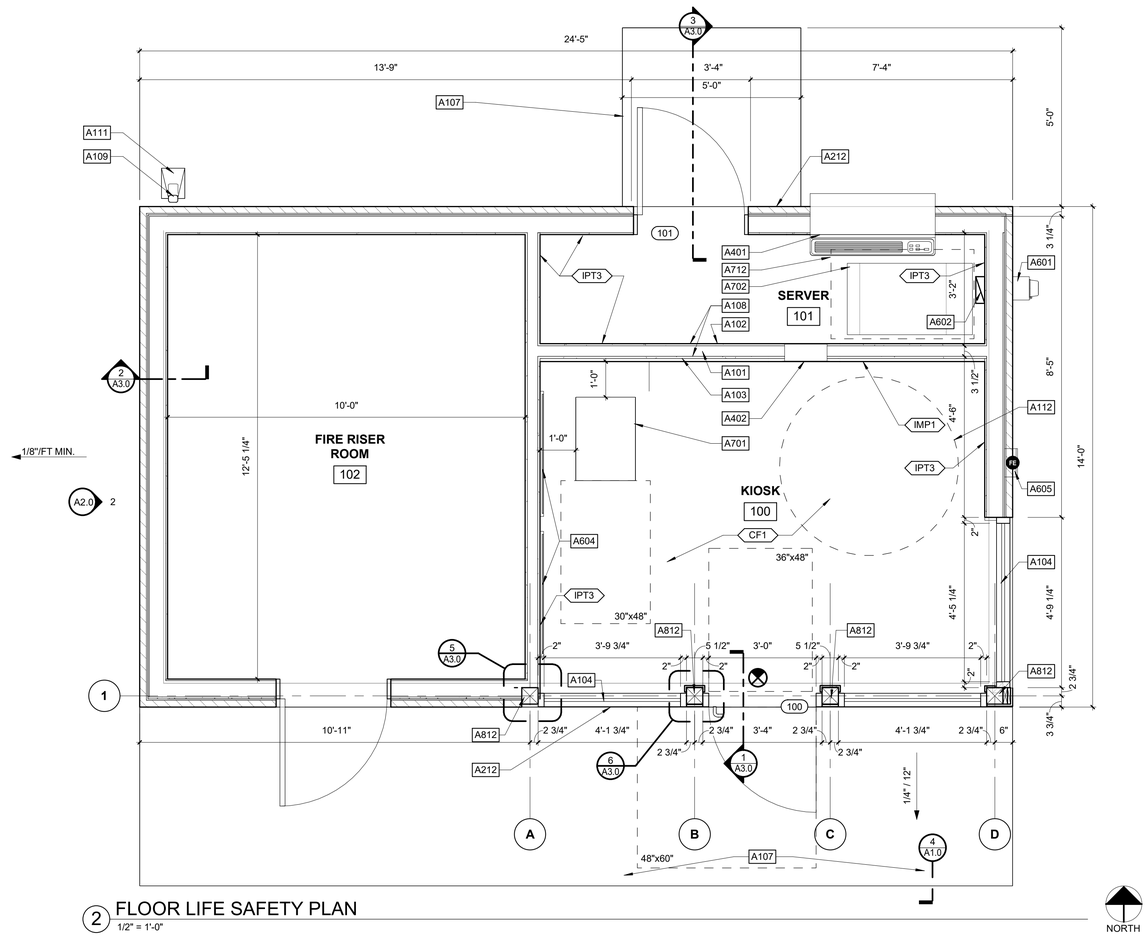
GENERAL PROJECT NOTES

1. ALL EMERGENCY LIGHTS TO HAVE CODE COMPLIANT BATTERY BACKUP.
2. ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
3. SEE ROOM FINISH SCHEDULE ON SHEET A3.0

KEYNOTES ON SHEET

KEYNOTE QUANTITIES INDICATE THE NUMBER OF TIMES A KEYNOTE OCCURS AND IS NOT INTENDED TO BE A QUANTITY FOR THE ITEM NOTED.

MARK	QTY	NOTE
A101	1	2x4 STUDS AT 16" ON CENTER
A102	1	MOUNT PHONE/DATA EQUIPMENT IN THIS AREA DIRECTLY TO PLYWOOD FINISH
A103	1	PREFINISHED WHITE CORRUGATED METAL PANELS ON PUBLIC SIDE OF WALL
A104	2	PREFINISHED THERMALLY BROKEN ALUMINUM STOREFRONT WITH 1" LOW-E INSULATED GLAZING - CLEAR ANODIZED OR BLACK DEPENDING ON AVAILABILITY - PROVIDE SHOP DRAWINGS FOR ARCHITECT OF RECORD REVIEW
A107	2	CONCRETE PAD/WALK TO SLOPE AWAY FROM BUILDING 1:48 MAXIMUM
A108	1	3/4" PLYWOOD FINISH - PAINT - SEE FINISH SCHEDULE
A109	1	PREFINISHED ALUMINUM GUTTER AND DOWNSPOUT - COLOR WHITE
A111	1	PRECAST CONCRETE SPLASH BLOCK
A112	1	5'-0" ADA TURNING CIRCLE
A212	2	1/2" EXPANSION MATERIAL WITH TRAFFIC SEALANT - TYPICAL
A401	1	THRU-WALL PACKAGED TERMINAL AIR CONDITIONER - SEE MECHANICAL DRAWINGS
A402	1	THRU-WALL TRANSFER GRILLE - SEE MECHANICAL DRAWINGS
A601	1	ELECTRIC METER AND WEATHERHEAD - SEE ELECTRICAL DRAWINGS - DO NOT PAINT
A602	1	ELECTRIC PANEL - SEE ELECTRICAL DRAWINGS
A604	1	47" FLAT SCREEN AT 4'-4" ABOVE FINISHED FLOOR
A605	1	FIRE EXTINGUISHER IN RECESSED WEATHER PROOF CABINET
A701	1	STORAGE RENTAL KIOSK BY OWNER - VERIFY POWER/DATA REQUIREMENTS - SEE ELECTRICAL DRAWINGS
A702	1	SERVER RACK BY OWNER
A712	1	FIBEROPTIC VAULT - COORDINATE FINAL LOCATION WITH OWNER - TOP TO FINISH FLUSH AT FLOOR SLAB
A812	4	6x6 #2 SOUTHERN YELLOW PINE WOOD COLUMN WITH SIMPSON ABU66Z POST BASE. - 5/8" THREADED ROD DRILLED AND EPOXIED 4" MINIMUM EMBEDMENT
TOTAL: 26		



2 FLOOR LIFE SAFETY PLAN
1/2" = 1'-0"

HENDERSON ASSOCIATES ARCHITECTS

309 N. MAIN STREET
EDWARDSVILLE, IL
62025

618.656.6618
fax 618.656.3899

PROFESSIONAL SEAL

NOT FOR CONSTRUCTION

PROJECT TITLE

A NEW KIOSK & I.T. BUILDING FOR

STORAGE OF AMERICA

1234 THAT ROAD, CRYSTAL LAKE, IL 00000

REVISIONS

##	DESCRIPTION	DATE

PROJECT #	202354
DRAWN BY	JB
CHECKED BY	EMB
ISSUE DATE	10/24/2023

SHEET NAME:

FLOOR PLAN

SHEET NUMBER:

A1.1

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STORMWATER QUALITY AND QUANTITY CALCULATIONS FOR

Storage of America

439 East Terra Cotta Avenue
Crystal Lake, Illinois 40014

PROJECT # 46724.01

December 6, 2023
Revised March 28, 2024

Gresham Smith

LICENSED PROFESSIONAL ENGINEER
MICHAEL DUANE HUNKLER
062-052189
OF ILLINOIS

04/02/2024

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Gresham Smith

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Smith

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PROJECT NARRATIVE

Project Description

The proposed project is the construction of twelve (12) storage buildings and one office building with a total building square footage of 44,850 with parking and utilities. The 3.77 acre site is located at 439 E Terra Cotta Avenue, Crystal Lake, Illinois. Refer to Appendix A for a vicinity map of the site's location.

Soil Conditions

The USDA Web Soil Survey soils report indicated the on-site soils consist of 71.8% 369A (Waupecan silt loam, 0 to 2 percent slopes) – Hydrologic Soil Group B, 21.7% 369B (Waupecan silt loam, 2 to 4 percent slopes) – Hydrologic Soil Group B, and 6.6% 369B (Griswold loam, 4 to 6 percent slopes, eroded) – Hydrologic Soil Group B. For the USDA Web Soil Survey report information, refer to Appendix D.

Soil investigations were conducted to determine the site's suitability for a proposed infiltration facility (Appendix H). Three bore samples were taken in the proposed infiltration pond area (SWM-1, SWM-2, and SWM-3) and assigned an estimated permeability range based on depth below existing grade. A depth range and corresponding permeability rate range for each bore sample was selected based on proposed grade at each sample location. Then, a design permeability rate for the pond was selected based on the average of the lower end of the corresponding rate ranges for SWM-1, SWM-2, and SWM-3.

Existing Stormwater Conditions

The project site currently sheet flows stormwater toward the West of the site. The site is currently partly wooded and row crop in good condition. There are currently no stormwater management practices in place.

See Appendix B for the Pre-Development Drainage Map Exhibit.

Proposed Stormwater Conditions

The full buildout of the proposed development will include construction of 11 storage buildings, new utility installation, site paving, landscaping, and infiltration pond area. The pond was designed to retain the 2 year through the 100 year storm events and reduce total site peak flows to less than pre-development peak flows, and was sized per the Bulletin 75 Nomograph (Appendix F). The site was broken into two sections: area to the infiltration pond for stormwater management and pond bypass area. The majority of impervious runoff will be routed to the

infiltration pond and discharge in a manner consistent with the existing drainage pattern. Reference Appendix B for the pre and post developed drainage map and Appendix C for the Hydraflow Hydrographs reports. Drainage from the bypass portion of the property will discharge in a manner consistent with the existing drainage pattern.

A storm sewer analysis was performed to confirm that the proposed storm sewer network can convey the 10-year, 5-minute storm, and to confirm that there will be no greater than nine (9) inches of ponding in the onsite parking lot for the 100-year, 24-hour storm. The Rainfall Depth-Duration Frequency Tables for McHenry County (Appendix 4 of the Crystal Lake Stormwater Ordinance) were used for all hydrologic and hydraulic modeling. Rainfall was only given in depth, not intensity, so the design rainfall intensity values were calculated from the rainfall depth values and their corresponding durations in the above referenced document. Runoff coefficients for all calculations were selected from Table 5-2 of the MWRD Technical Guidance Manual. Refer to Appendix F for the Hydraflow Storm Sewers reports.

CLSO Runoff Volume Reduction Hierarchy Narrative

The project meets the Runoff Volume Reduction Hierarchy (§ 595-26F) of the Crystal Lake Stormwater Ordinance (CLSO) in multiple ways. The natural infiltration characteristics of the site are preserved with the primary stormwater management device being an infiltration pond. Runoff that bypasses the infiltration pond is conveyed in a manner consistent with existing drainageways. On the boundaries of the property, stormwater is conveyed through open vegetated channels. Water quality is provided through the use of grassed swales, area inlet containment structures, and the infiltration basin.

Stormwater Quality

The proposed stormwater management treats the stormwater runoff by grassed swales, area inlet containment structures, and an infiltration basin. The requirements of §595-26.G of the CLSO were referenced for the design of stormwater quality measures.

RETENTION

Bypass Flows

A portion of stormwater on the site bypasses the infiltration pond, however, total site peak runoff including bypass and pond discharge is less than existing peak runoff for the 2 year through the 100 year storm events. Offsite drainage from the East will be routed around the pond to avoid ponding at the Eastern property boundary. The headwall on the eastern property boundary will convey off-site runoff through the site, and has been designed to convey the 100-year storm. Refer to Appendix F for the Hydraflow Storm Sewers analysis for the off-site bypass storm sewer.

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Stormwater Retention

The existing pre-developed weighted Curve Number is CN = 68. The proposed post-developed weighted Curve Number is CN = 86. Thus, additional stormwater detention is required. The weighted Curve Numbers have been used in the Hydraflow Hydragraph calculations. See Curve Number and Pond Calculation Summary tables below.

The infiltration pond was sized per the Bulletin 75 Rainfall Data Nomograph (Appendix F) assuming a 0.15 cfs/ac allowable release rate per CLSO § 595-26E(3)(a)[1]. The calculated required detention volume is 1.370 ac-ft, or 59,677 cu-ft.The provided total storage volume of the pond is 81,293 cu-ft (Appendix C, Pond Report, Page 10). The provided maximum release rate of the pond is 0.

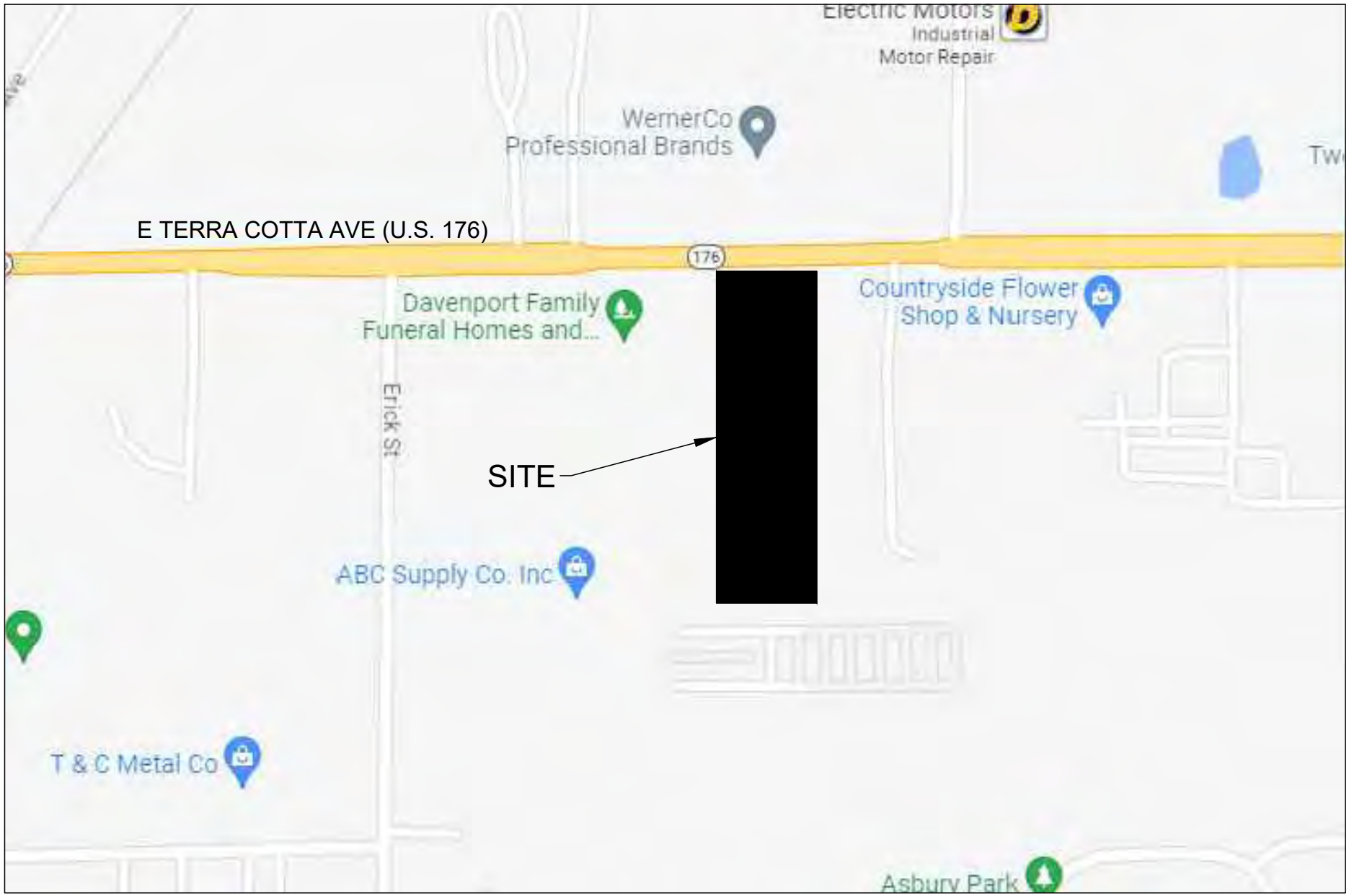
Curve Numbers - Hydrologic Soil Group B					
Land Use	Curve Number	Predeveloped Acres	Post Developed Acres	Bypass Acres	To Pond
Impervious	98	0.00	2.22	0.21	2.01
Semi-Pervious (Gravel)	85	0.00	0.00	0.00	0.00
Pervious (Woodland)	60	0.54	0.00	0.00	0.00
Pervious (Open Space)	69	3.22	1.54	0.45	1.10
	Total Area	3.77	3.77	0.65	3.11
Composite Curve Number		68	86	78	88

POND CALCULATION SUMMARY

	24-HOUR RAINFALL	PRE-DEVELOPED RUNOFF	TOTAL POST-DEVELOPED RUNOFF (WITHOUT RETENTION)	POST-DEVELOPED RUNOFF (WITH RETENTION POND + BYPASS)	POND WATER SURFACE ELEVATION	POND STORAGE VOLUME	FREEBOARD	TIME TO DEWATER
RECURRENCE INTERVAL	(IN.)	(C.F.S.)	(C.F.S.)	(C.F.S.)	(FT.)	(CU. FT.)	(FT.)	(HOURS)
1-YEAR STORM	2.77	2.483	10.210	1.168	890.09	9,671	3.41	6.54
2-YEAR STORM	3.34	4.315	13.470	1.669	890.38	13,274	3.12	8.28
5-YEAR STORM	4.30	7.868	19.100	2.566	890.90	19,820	2.60	11.40
10-YEAR STORM	5.15	11.350	24.140	3.392	891.31	26,054	2.19	13.86
25-YEAR STORM	6.45	17.090	31.820	4.689	891.94	36,161	1.56	17.64
50-YEAR STORM	7.50	22.000	38.000	5.758	892.35	44,478	1.15	20.10
100-YEAR STORM	8.57	27.130	44.270	6.850	892.38	53,015	1.12	20.28
Top of Berm Elevation (ft):		893.50						
Design Infiltration Rate (in/hr):		2.00						

The detailed Hydraflow Hydrograph Pond Routing Calculations are provided in Appendix C.

APPENDIX A: VICINITY MAP



VICINITY MAP

NOT TO SCALE

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APPENDIX B: DRAINAGE MAP EXHIBITS

Pre-Developed Drainage Map Exhibit

Post-Developed Drainage Map Exhibit

LEGEND

PERVIOUS (OPEN SPACE)

PERVIOUS (WOODED)

IMPERVIOUS

PROJECT AREA IN EXISTING CONDITONS

TIME OF CONCENTRATION FLOW PATH
Tc = 11.10 MINUTES

OFFSITE RUNOFF AREA TO BE
ROUTED AROUND THE
PROPOSED INFILTRATION POND

N 00°31'11" E 825.54' Rec.

S 89°19'59" W 210.33' Rec.

14-33-401-006
Unsubdivided

14-33-401-003
Unsubdivided
172,298 Sq. Feet
3.96 Acres

Terra Cotta Avenue
66' Public Right of Way

Basis of Bearings:
N 89°25'03" E 207.05' Rec.
Center Line of Right of Way

NORTH

60' 0 60' 120'

GRAPHIC SCALE

EXISTING CONDITIONS

LEGEND

IMPERVIOUS

PERVIOUS (OPEN SPACE)

10' WIDE EMERGENCY SPILLWAY
ELEV. = 892.50

PROJECT AREA IN
PROPOSED CONDITIONS

RED DASHED LINE REPRESENTS
DRAINAGE AREA TO THE
PROPOSED INFILTRATION POND
CN = 88
DRAINAGE AREA = 3.11 AC.

PROPOSED INFILTRATION POND
100-YEAR W.S.E. = 892.38

OFF-SITE RUN-ON AREA TO BE
ROUTED AROUND THE
PROPOSED INFILTRATION POND

PROPOSED SITE BYPASS

NORTH

60' 0 60' 120'
GRAPHIC SCALE

PROPOSED CONDITIONS

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APPENDIX C: RETENTION

Hydraflow Hydrograph Pond Routing Calculations – 2 through 100 Year Storm

Hydraflow Table of Contents

4672401 pond routing infiltration.gpw

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Wednesday, 03 / 27 / 2024

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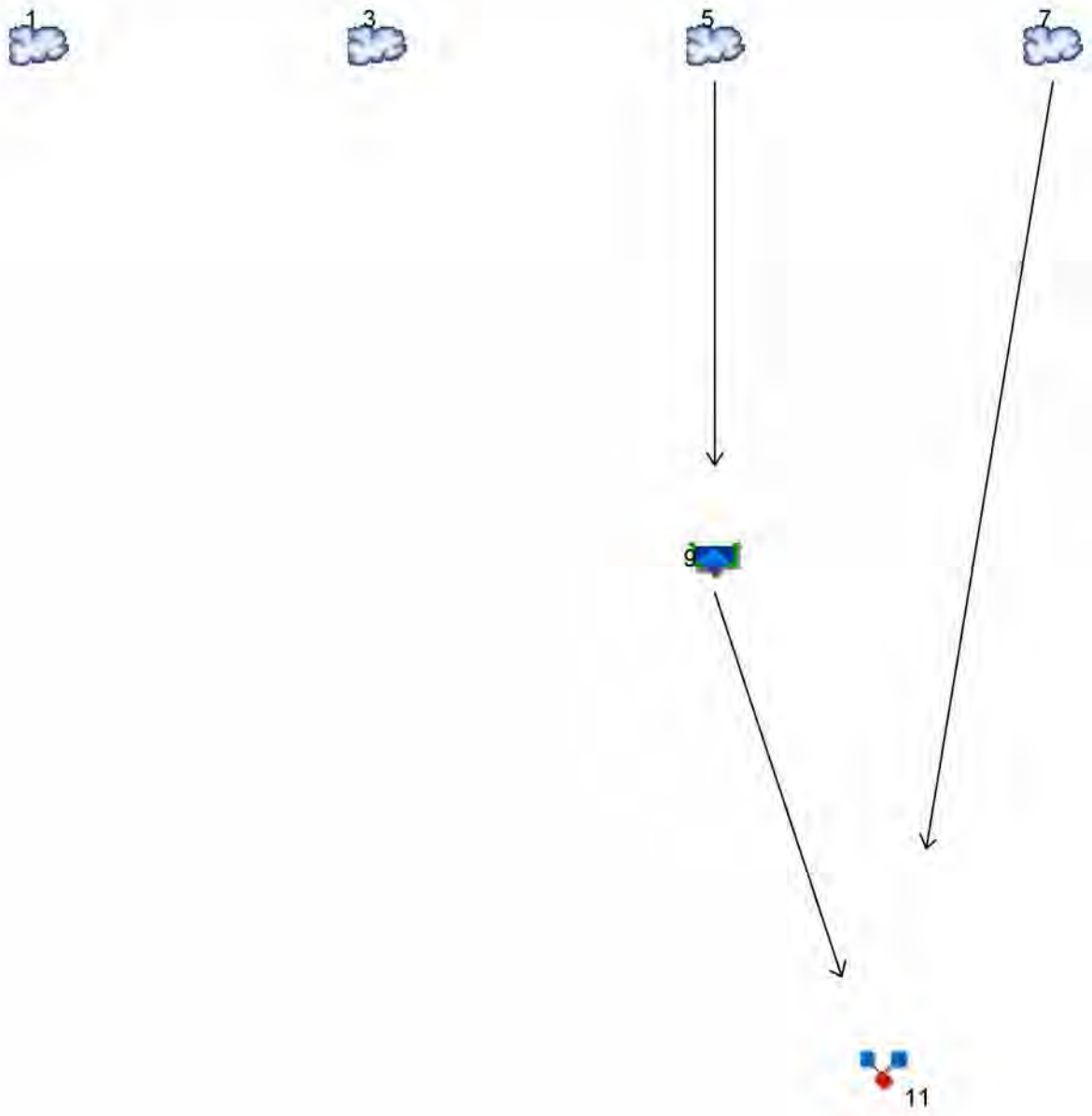
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Watershed Model Schematic



Legend

Hyd.	Origin	Description
1	SCS Runoff	existing conditions
3	SCS Runoff	proposed conditions
5	SCS Runoff	to pond
7	SCS Runoff	bypass
9	Reservoir	route to pond
11	Combine	total combined runoff

Hydrograph Return Period Recap

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	------	2.483	4.315	-------	7.868	11.35	17.09	22.00	27.13	existing conditions
3	SCS Runoff	------	10.21	13.47	-------	19.10	24.14	31.82	38.00	44.27	proposed conditions
5	SCS Runoff	------	9.173	11.92	-------	16.61	20.76	27.07	32.14	37.27	to pond
7	SCS Runoff	------	1.168	1.669	-------	2.566	3.392	4.689	5.758	6.850	bypass
9	Reservoir	5	0.000	0.000	-------	0.000	0.000	0.000	0.000	0.000	route to pond
11	Combine	7, 9,	1.168	1.669	-------	2.566	3.392	4.689	5.758	6.850	total combined runoff

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

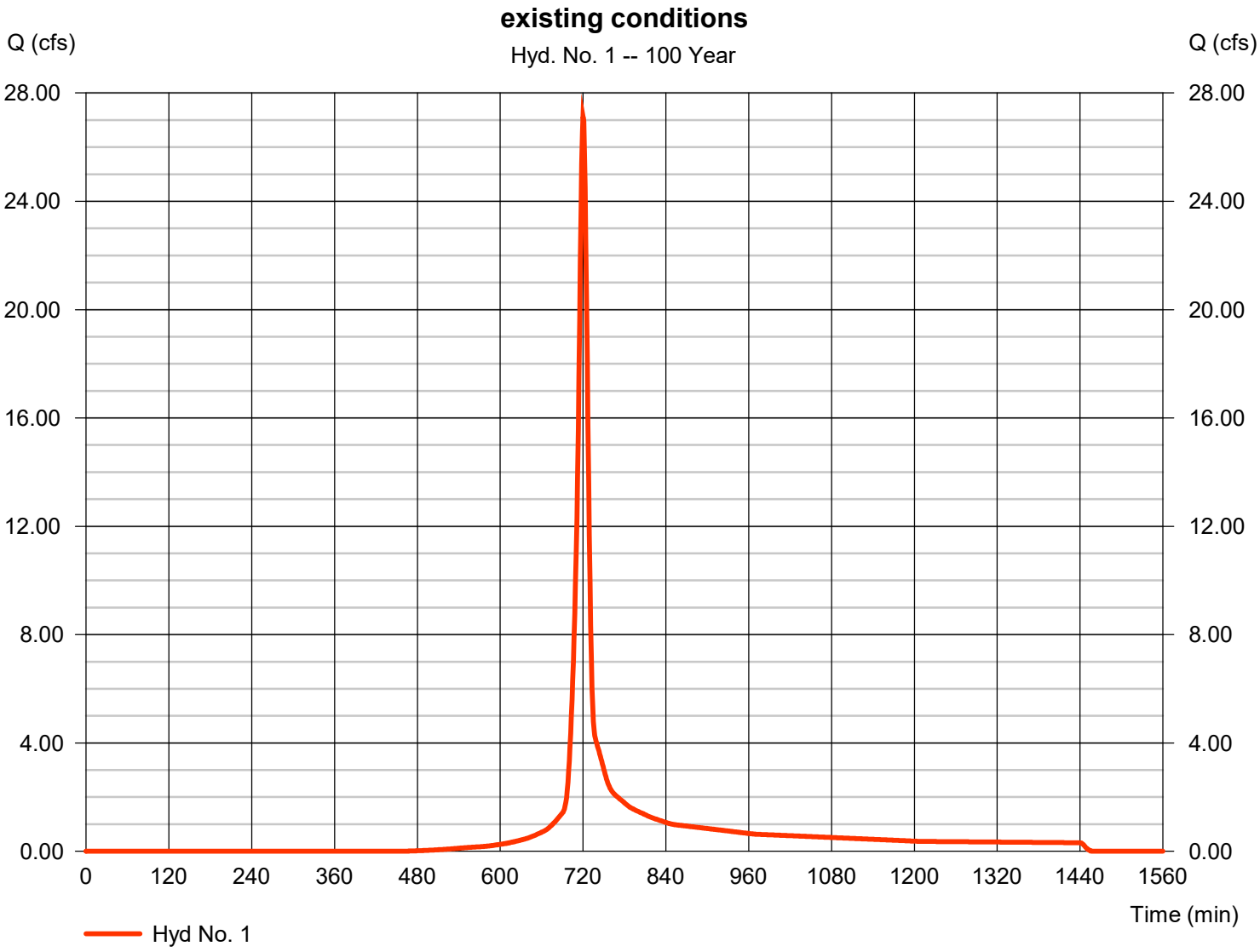
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	27.13	1	720	65,724	------	------	------	existing conditions
3	SCS Runoff	44.27	1	717	97,166	------	------	------	proposed conditions
5	SCS Runoff	37.27	1	717	82,963	------	------	------	to pond
7	SCS Runoff	6.850	1	717	14,405	------	------	------	bypass
9	Reservoir	0.000	1	2235	0	5	892.38	53,015	route to pond
11	Combine	6.850	1	717	14,405	7, 9,	------	------	total combined runoff

Hydrograph Report

Hyd. No. 1

existing conditions

Hydrograph type	=	SCS Runoff	Peak discharge	=	27.13 cfs
Storm frequency	=	100 yrs	Time to peak	=	720 min
Time interval	=	1 min	Hyd. volume	=	65,724 cuft
Drainage area	=	3.770 ac	Curve number	=	68
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	11.10 min
Total precip.	=	8.57 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



TR55 Tc Worksheet

Hyd. No. 1

existing conditions

Description	A		B		C		Totals
Sheet Flow							
Manning's n-value	= 0.150		0.011		0.011		
Flow length (ft)	= 100.0		0.0		0.0		
Two-year 24-hr precip. (in)	= 2.90		0.00		0.00		
Land slope (%)	= 3.00		0.00		0.00		
Travel Time (min)	**= 8.75**	**+**	**0.00**	**+**	**0.00**	**=**	**8.75**
Shallow Concentrated Flow							
Flow length (ft)	= 400.00		0.00		0.00		
Watercourse slope (%)	= 3.00		0.00		0.00		
Surface description	= Unpaved		Paved		Paved		
Average velocity (ft/s)	=2.79		0.00		0.00		
Travel Time (min)	**= 2.39**	**+**	**0.00**	**+**	**0.00**	**=**	**2.39**
Channel Flow							
X sectional flow area (sqft)	= 0.00		0.00		0.00		
Wetted perimeter (ft)	= 0.00		0.00		0.00		
Channel slope (%)	= 0.00		0.00		0.00		
Manning's n-value	= 0.015		0.015		0.015		
Velocity (ft/s)	=0.00						
			0.00				
					0.00		
Flow length (ft)	({0})0.0		0.0		0.0		
Travel Time (min)	**= 0.00**	**+**	**0.00**	**+**	**0.00**	**=**	**0.00**

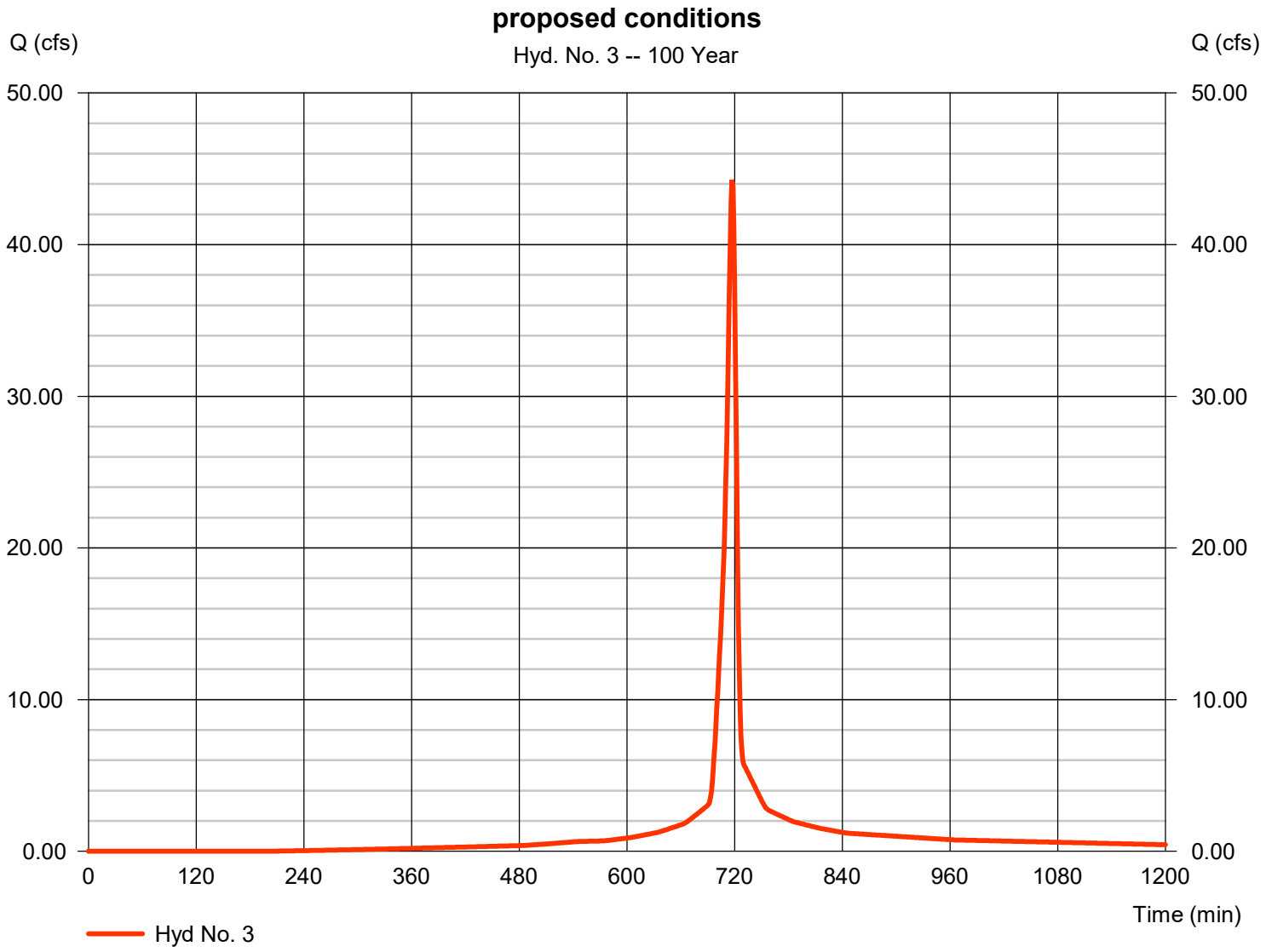
Total Travel Time, Tc ..... 11.10 min

Hydrograph Report

Hyd. No. 3

proposed conditions

Hydrograph type	=	SCS Runoff	Peak discharge	=	44.27 cfs
Storm frequency	=	100 yrs	Time to peak	=	717 min
Time interval	=	1 min	Hyd. volume	=	97,166 cuft
Drainage area	=	3.770 ac	Curve number	=	86
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	8.57 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484

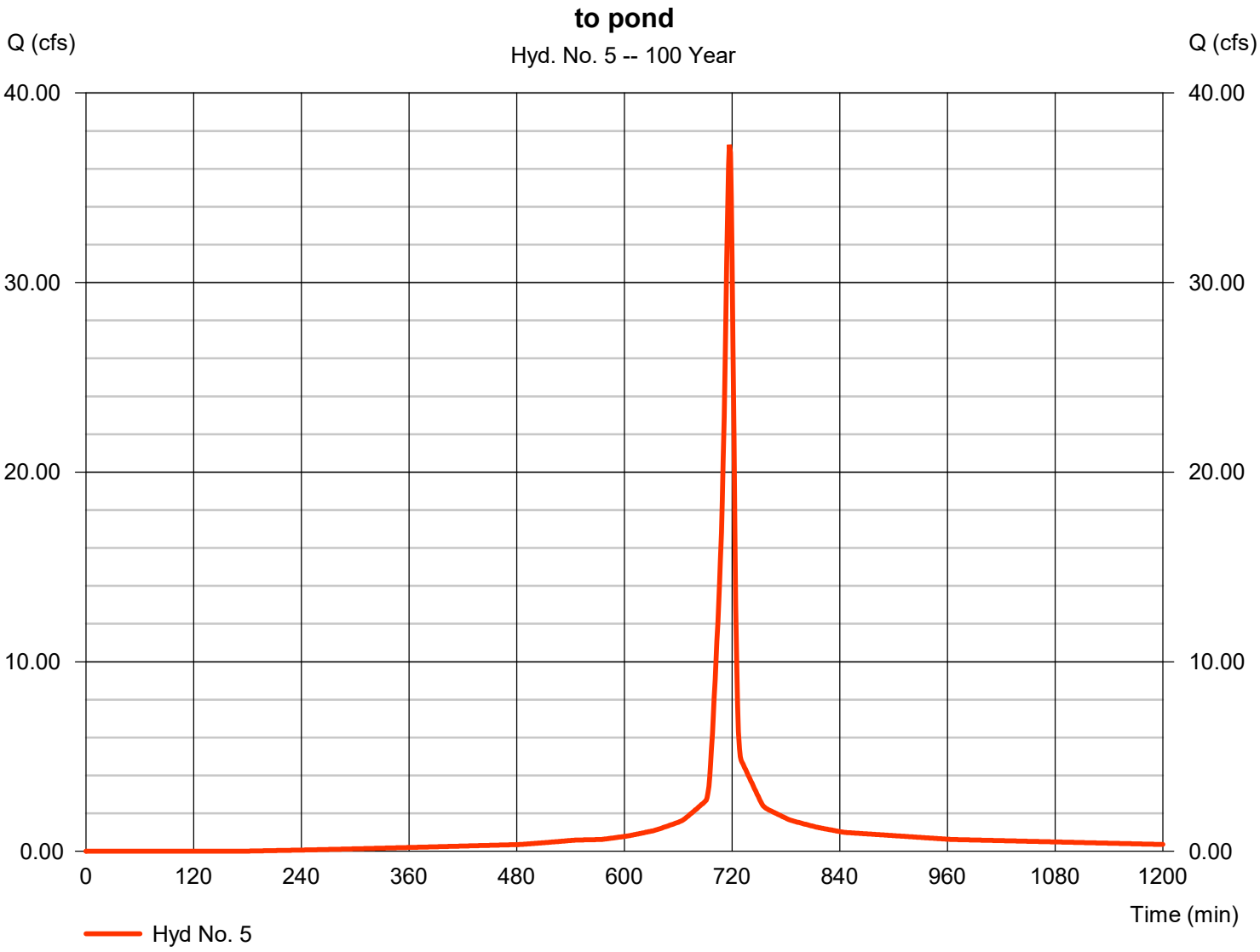


Hydrograph Report

Hyd. No. 5

to pond

Hydrograph type	=	SCS Runoff	Peak discharge	=	37.27 cfs
Storm frequency	=	100 yrs	Time to peak	=	717 min
Time interval	=	1 min	Hyd. volume	=	82,963 cuft
Drainage area	=	3.110 ac	Curve number	=	88
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	8.57 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484

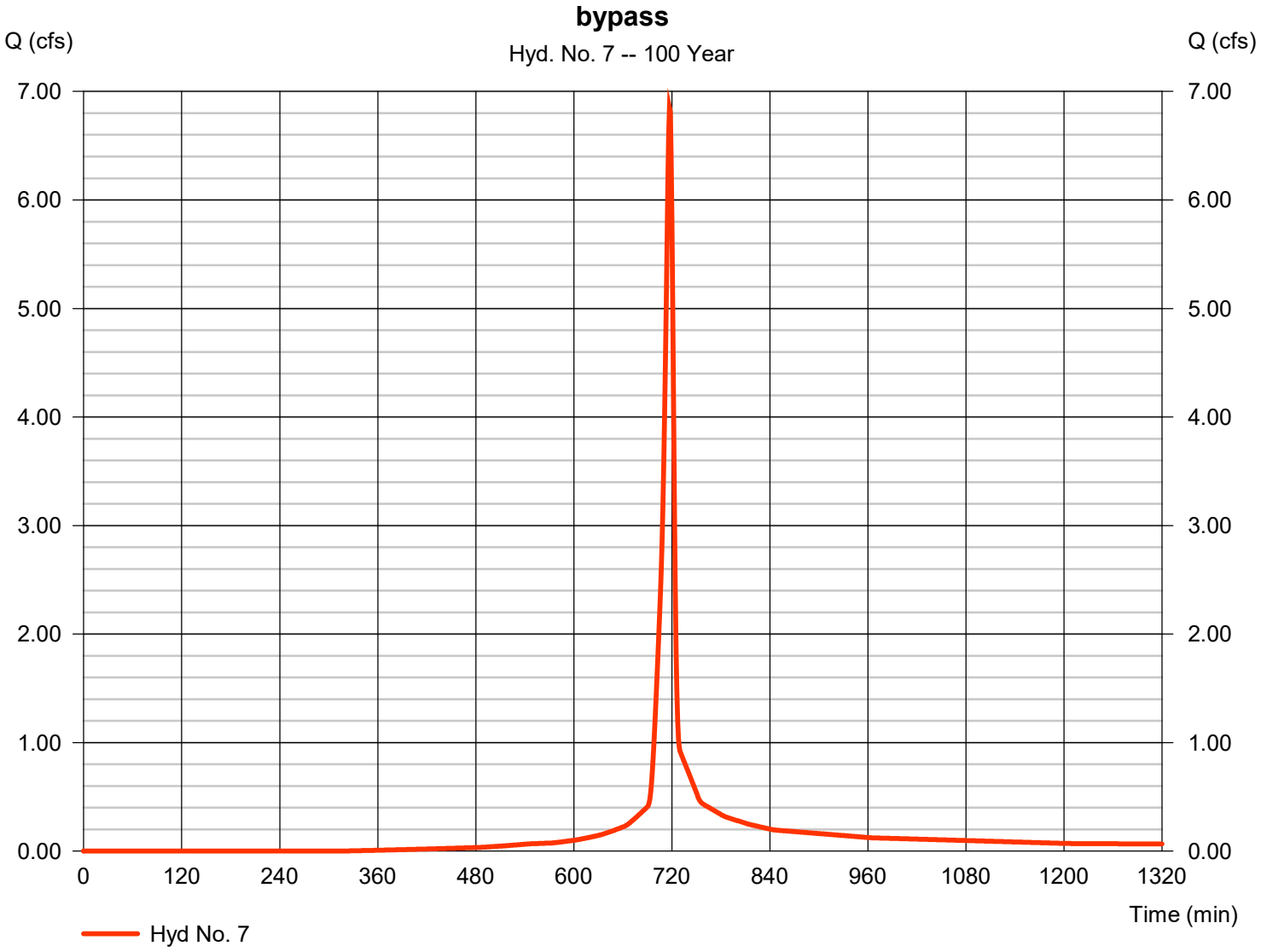


Hydrograph Report

Hyd. No. 7

bypass

Hydrograph type	=	SCS Runoff	Peak discharge	=	6.850 cfs
Storm frequency	=	100 yrs	Time to peak	=	717 min
Time interval	=	1 min	Hyd. volume	=	14,405 cuft
Drainage area	=	0.650 ac	Curve number	=	78
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	8.57 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



Hydrograph Report

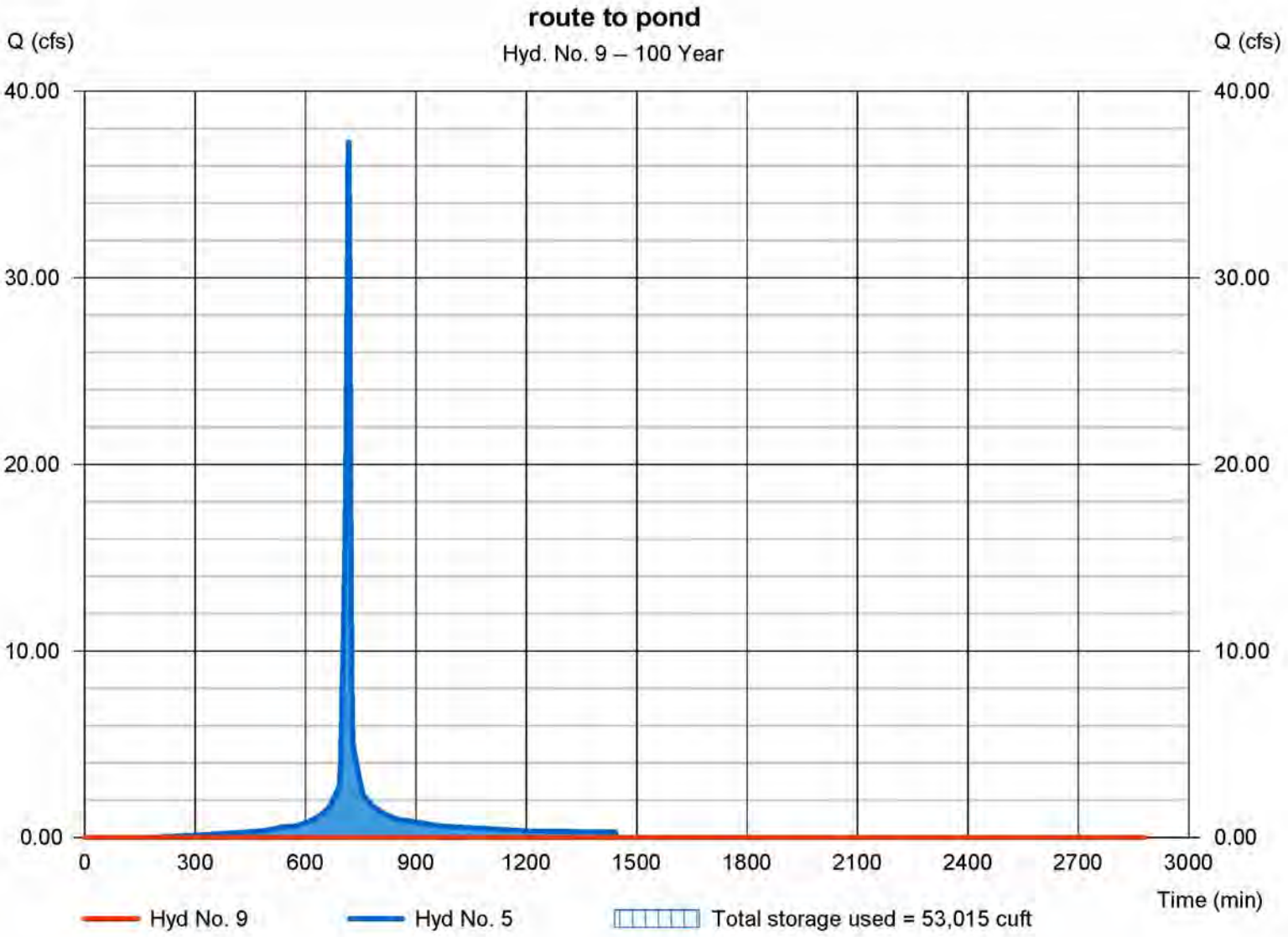
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Wednesday, 03 / 27 / 2024

Hyd. No. 9

route to pond

Hydrograph type	= Reservoir	Peak discharge	= 0.000 cfs
Storm frequency	= 100 yrs	Time to peak	= 2235 min
Time interval	= 1 min	Hyd. volume	= 0 cuft
Inflow hyd. No.	= 5 - to pond	Max. Elevation	= 892.38 ft
Reservoir name	= infiltration pond	Max. Storage	= 53,015 cuft

Storage Indication method used. Exfiltration extracted from Outflow.



Pond No. 1 - infiltration pond

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 887.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	887.00	65	0	0
1.00	888.00	160	109	109
1.50	888.50	4,086	842	951
2.00	889.00	4,935	2,252	3,203
2.50	889.50	3,366	2,063	5,266
3.00	890.00	10,711	3,347	8,612
4.00	891.00	14,230	12,428	21,040
5.50	892.00	18,190	24,252	45,292
6.50	893.00	22,140	20,131	65,422
7.00	893.50	24,135	11,564	76,986

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	Inactive	Inactive	Inactive	0.00
Span (in)	= 0.00	0.00	0.00	0.00
No. Barrels	= 1	1	0	0
Invert El. (ft)	= 0.00	0.00	0.00	0.00
Length (ft)	= 0.00	0.00	0.00	0.00
Slope (%)	= 0.00	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 10.00	Inactive	Inactive	0.00
Crest El. (ft)	= 892.50	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Ciplti	---	---	---
Multi-Stage	= No	No	No	No

Exfil.(in/hr) = 2.000 (by Contour)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
0.00	0	887.00	---	---	---	---	0.00	---	---	---	0.000	---	0.000
0.10	11	887.10	---	---	---	---	0.00	---	---	---	0.001	---	0.001
0.20	22	887.20	---	---	---	---	0.00	---	---	---	0.001	---	0.001
0.30	33	887.30	---	---	---	---	0.00	---	---	---	0.002	---	0.002
0.40	44	887.40	---	---	---	---	0.00	---	---	---	0.003	---	0.003
0.50	54	887.50	---	---	---	---	0.00	---	---	---	0.004	---	0.004
0.60	65	887.60	---	---	---	---	0.00	---	---	---	0.004	---	0.004
0.70	76	887.70	---	---	---	---	0.00	---	---	---	0.005	---	0.005
0.80	87	887.80	---	---	---	---	0.00	---	---	---	0.006	---	0.006
0.90	98	887.90	---	---	---	---	0.00	---	---	---	0.007	---	0.007
1.00	109	888.00	---	---	---	---	0.00	---	---	---	0.007	---	0.007
1.05	193	888.05	---	---	---	---	0.00	---	---	---	0.026	---	0.026
1.10	277	888.10	---	---	---	---	0.00	---	---	---	0.044	---	0.044
1.15	362	888.15	---	---	---	---	0.00	---	---	---	0.062	---	0.062
1.20	446	888.20	---	---	---	---	0.00	---	---	---	0.080	---	0.080
1.25	530	888.25	---	---	---	---	0.00	---	---	---	0.098	---	0.098
1.30	614	888.30	---	---	---	---	0.00	---	---	---	0.116	---	0.116
1.35	699	888.35	---	---	---	---	0.00	---	---	---	0.135	---	0.135
1.40	783	888.40	---	---	---	---	0.00	---	---	---	0.153	---	0.153
1.45	867	888.45	---	---	---	---	0.00	---	---	---	0.171	---	0.171
1.50	951	888.50	---	---	---	---	0.00	---	---	---	0.189	---	0.189
1.55	1,176	888.55	---	---	---	---	0.00	---	---	---	0.193	---	0.193
1.60	1,402	888.60	---	---	---	---	0.00	---	---	---	0.197	---	0.197
1.65	1,627	888.65	---	---	---	---	0.00	---	---	---	0.201	---	0.201
1.70	1,852	888.70	---	---	---	---	0.00	---	---	---	0.205	---	0.205
1.75	2,077	888.75	---	---	---	---	0.00	---	---	---	0.209	---	0.209
1.80	2,302	888.80	---	---	---	---	0.00	---	---	---	0.213	---	0.213
1.85	2,528	888.85	---	---	---	---	0.00	---	---	---	0.217	---	0.217
1.90	2,753	888.90	---	---	---	---	0.00	---	---	---	0.221	---	0.221
1.95	2,978	888.95	---	---	---	---	0.00	---	---	---	0.225	---	0.225
2.00	3,203	889.00	---	---	---	---	0.00	---	---	---	0.228	---	0.228
2.05	3,409	889.05	---	---	---	---	0.00	---	---	---	0.221	---	0.221
2.10	3,616	889.10	---	---	---	---	0.00	---	---	---	0.214	---	0.214

Continues on next page...

infiltration pond

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
2.15	3,822	889.15	---	---	---	---	0.00	---	---	---	0.207	---	0.207
2.20	4,028	889.20	---	---	---	---	0.00	---	---	---	0.199	---	0.199
2.25	4,234	889.25	---	---	---	---	0.00	---	---	---	0.192	---	0.192
2.30	4,441	889.30	---	---	---	---	0.00	---	---	---	0.185	---	0.185
2.35	4,647	889.35	---	---	---	---	0.00	---	---	---	0.178	---	0.178
2.40	4,853	889.40	---	---	---	---	0.00	---	---	---	0.170	---	0.170
2.45	5,059	889.45	---	---	---	---	0.00	---	---	---	0.163	---	0.163
2.50	5,266	889.50	---	---	---	---	0.00	---	---	---	0.156	---	0.156
2.55	5,600	889.55	---	---	---	---	0.00	---	---	---	0.190	---	0.190
2.60	5,935	889.60	---	---	---	---	0.00	---	---	---	0.224	---	0.224
2.65	6,270	889.65	---	---	---	---	0.00	---	---	---	0.258	---	0.258
2.70	6,604	889.70	---	---	---	---	0.00	---	---	---	0.292	---	0.292
2.75	6,939	889.75	---	---	---	---	0.00	---	---	---	0.326	---	0.326
2.80	7,274	889.80	---	---	---	---	0.00	---	---	---	0.360	---	0.360
2.85	7,608	889.85	---	---	---	---	0.00	---	---	---	0.394	---	0.394
2.90	7,943	889.90	---	---	---	---	0.00	---	---	---	0.428	---	0.428
2.95	8,278	889.95	---	---	---	---	0.00	---	---	---	0.462	---	0.462
3.00	8,612	890.00	---	---	---	---	0.00	---	---	---	0.496	---	0.496
3.10	9,855	890.10	---	---	---	---	0.00	---	---	---	0.512	---	0.512
3.20	11,098	890.20	---	---	---	---	0.00	---	---	---	0.528	---	0.528
3.30	12,340	890.30	---	---	---	---	0.00	---	---	---	0.545	---	0.545
3.40	13,583	890.40	---	---	---	---	0.00	---	---	---	0.561	---	0.561
3.50	14,826	890.50	---	---	---	---	0.00	---	---	---	0.577	---	0.577
3.60	16,069	890.60	---	---	---	---	0.00	---	---	---	0.594	---	0.594
3.70	17,312	890.70	---	---	---	---	0.00	---	---	---	0.610	---	0.610
3.80	18,554	890.80	---	---	---	---	0.00	---	---	---	0.626	---	0.626
3.90	19,797	890.90	---	---	---	---	0.00	---	---	---	0.643	---	0.643
4.00	21,040	891.00	---	---	---	---	0.00	---	---	---	0.659	---	0.659
4.15	23,465	891.15	---	---	---	---	0.00	---	---	---	0.677	---	0.677
4.30	25,890	891.30	---	---	---	---	0.00	---	---	---	0.695	---	0.695
4.45	28,315	891.45	---	---	---	---	0.00	---	---	---	0.714	---	0.714
4.60	30,741	891.60	---	---	---	---	0.00	---	---	---	0.732	---	0.732
4.75	33,166	891.75	---	---	---	---	0.00	---	---	---	0.750	---	0.750
4.90	35,591	891.90	---	---	---	---	0.00	---	---	---	0.769	---	0.769
5.05	38,016	892.05	---	---	---	---	0.00	---	---	---	0.787	---	0.787
5.20	40,441	892.20	---	---	---	---	0.00	---	---	---	0.805	---	0.805
5.35	42,867	892.35	---	---	---	---	0.00	---	---	---	0.824	---	0.824
5.50	45,292	892.00	---	---	---	---	0.00	---	---	---	0.842	---	0.842
5.60	47,305	892.10	---	---	---	---	0.00	---	---	---	0.860	---	0.860
5.70	49,318	892.20	---	---	---	---	0.00	---	---	---	0.879	---	0.879
5.80	51,331	892.30	---	---	---	---	0.00	---	---	---	0.897	---	0.897
5.90	53,344	892.40	---	---	---	---	0.00	---	---	---	0.915	---	0.915
6.00	55,357	892.50	---	---	---	---	0.00	---	---	---	0.934	---	0.934
6.10	57,370	892.60	---	---	---	---	1.05	---	---	---	0.952	---	2.003
6.20	59,383	892.70	---	---	---	---	2.97	---	---	---	0.970	---	3.945
6.30	61,396	892.80	---	---	---	---	5.47	---	---	---	0.988	---	6.455
6.40	63,409	892.90	---	---	---	---	8.42	---	---	---	1.007	---	9.424
6.50	65,422	893.00	---	---	---	---	11.77	---	---	---	1.025	---	12.80
6.55	66,579	893.05	---	---	---	---	13.58	---	---	---	1.034	---	14.62
6.60	67,735	893.10	---	---	---	---	15.48	---	---	---	1.043	---	16.52
6.65	68,892	893.15	---	---	---	---	17.45	---	---	---	1.053	---	18.50
6.70	70,048	893.20	---	---	---	---	19.50	---	---	---	1.062	---	20.56
6.75	71,204	893.25	---	---	---	---	21.63	---	---	---	1.071	---	22.70
6.80	72,361	893.30	---	---	---	---	23.82	---	---	---	1.080	---	24.90
6.85	73,517	893.35	---	---	---	---	26.09	---	---	---	1.090	---	27.18
6.90	74,674	893.40	---	---	---	---	28.43	---	---	---	1.099	---	29.53
6.95	75,830	893.45	---	---	---	---	30.83	---	---	---	1.108	---	31.94
7.00	76,986	893.50	---	---	---	---	33.30	---	---	---	1.117	---	34.42

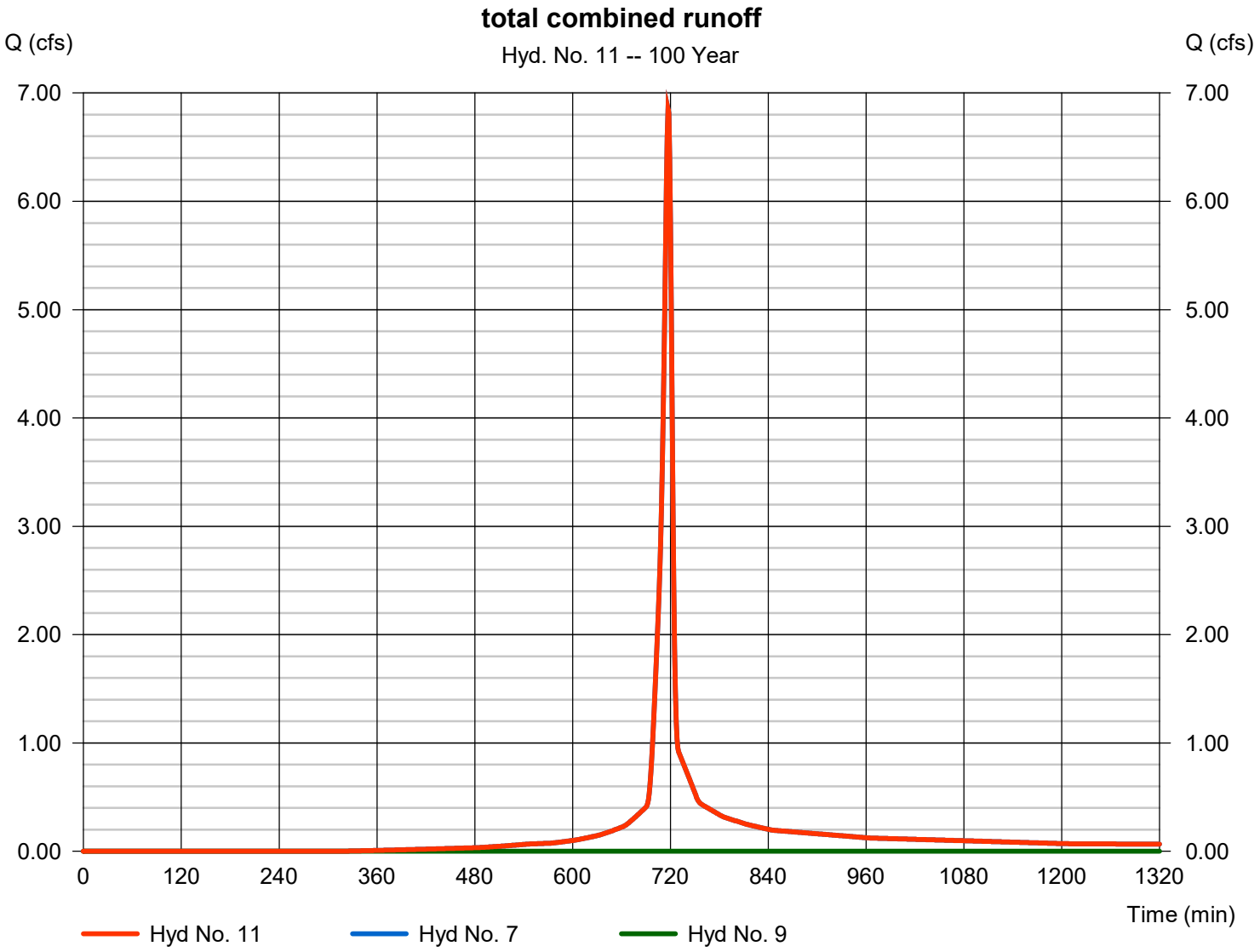
...End

Hydrograph Report

Hyd. No. 11

total combined runoff

Hydrograph type	=	Combine	Peak discharge	=	6.850 cfs
Storm frequency	=	100 yrs	Time to peak	=	717 min
Time interval	=	1 min	Hyd. volume	=	14,405 cuft
Inflow hyds.	=	7, 9	Contrib. drain. area	=	0.650 ac



Hydraflow Rainfall Report

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	44.1315	9.9000	0.8802	--------
2	53.8345	10.2000	0.8795	--------
3	0.0000	0.0000	0.0000	--------
5	55.7400	9.7000	0.8337	--------
10	50.8422	8.4000	0.7804	--------
25	50.9021	7.7000	0.7431	--------
50	47.7352	6.7000	0.7032	--------
100	43.3500	5.6000	0.6574	--------

File name: Newark_OH.IDF

Intensity = B / (Tc + D)^E

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	4.09	3.17	2.60	2.22	1.94	1.72	1.55	1.41	1.30	1.20	1.12	1.05
2	4.92	3.83	3.15	2.69	2.35	2.09	1.89	1.72	1.58	1.47	1.37	1.28
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	5.93	4.65	3.85	3.30	2.90	2.59	2.35	2.15	1.98	1.84	1.72	1.62
10	6.71	5.24	4.34	3.73	3.29	2.95	2.68	2.46	2.28	2.13	1.99	1.88
25	7.70	6.02	5.00	4.31	3.81	3.43	3.13	2.88	2.67	2.50	2.35	2.22
50	8.47	6.59	5.48	4.74	4.20	3.79	3.46	3.20	2.98	2.79	2.63	2.49
100	9.18	7.12	5.93	5.14	4.57	4.14	3.80	3.52	3.29	3.09	2.92	2.77

Tc = time in minutes. Values may exceed 60.

Precip. file name: \\global.gsp\data\nf\na_nf08\4672401\01Work\03Tech\LP\01Storm\02Detention\4672401 precip.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	2.77	3.34	0.00	4.30	5.15	6.45	7.50	8.57
SCS 6-Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-1st	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Gresham Smith

APPENDIX D: USDA WEB SOIL SURVEY

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for McHenry County, Illinois



July 20, 2023

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

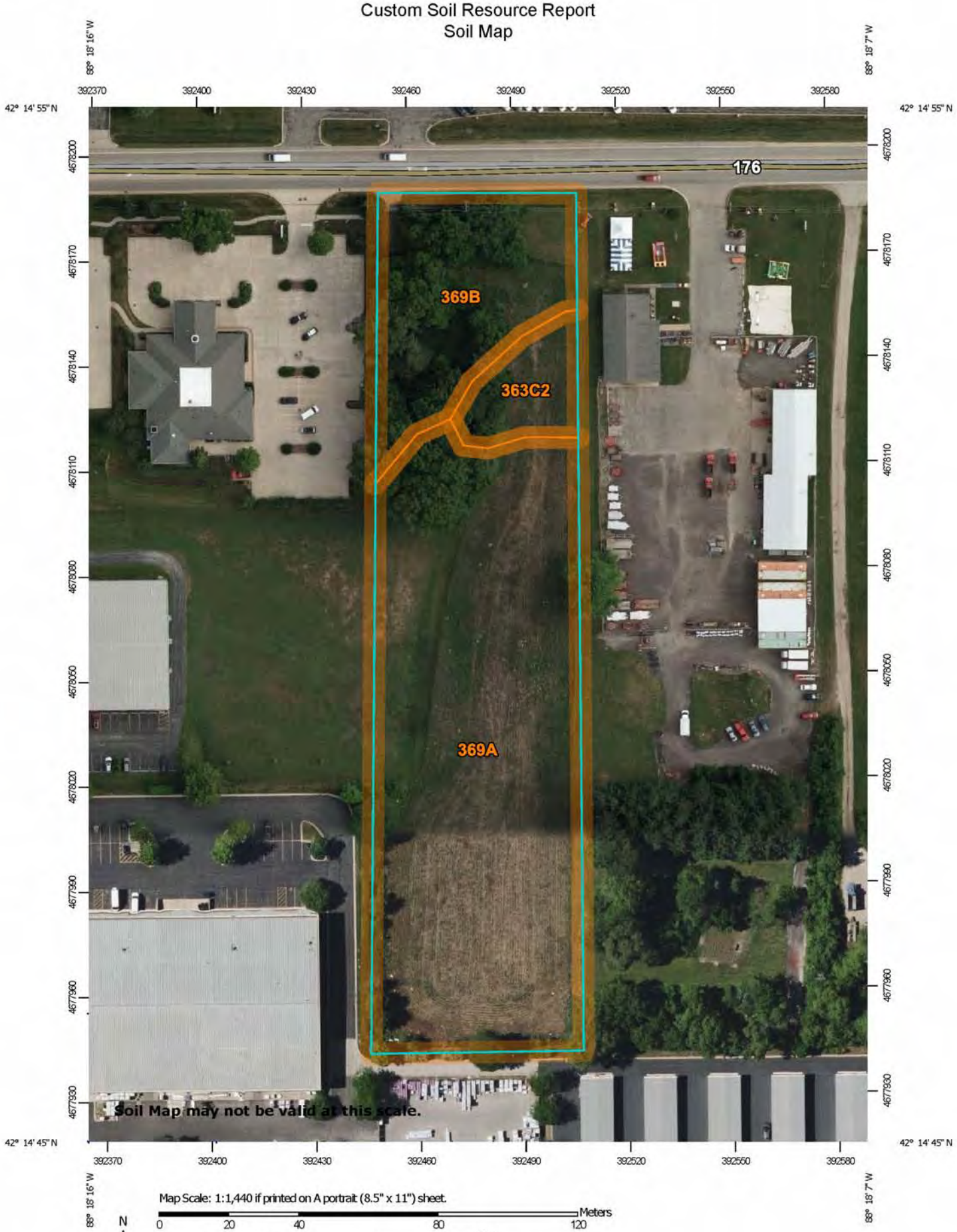
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:1,440 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 20 40 80 120

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: McHenry County, Illinois
Survey Area Data: Version 18, Aug 31, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 13, 2020—Jul 1, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
363C2	Griswold loam, 4 to 6 percent slopes, eroded	0.2	6.6%
369A	Waupecan silt loam, 0 to 2 percent slopes	2.6	71.8%
369B	Waupecan silt loam, 2 to 4 percent slopes	0.8	21.7%
Totals for Area of Interest		**3.6**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or

landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

McHenry County, Illinois

363C2—Griswold loam, 4 to 6 percent slopes, eroded

Map Unit Setting

National map unit symbol: 2szg7
Elevation: 720 to 980 feet
Mean annual precipitation: 35 to 37 inches
Mean annual air temperature: 46 to 50 degrees F
Frost-free period: 140 to 175 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Griswold, eroded, and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Griswold, Eroded

Setting

Landform: Till plains
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Loamy till

Typical profile

Ap - 0 to 10 inches: loam
Bt - 10 to 24 inches: clay loam
BC - 24 to 27 inches: sandy loam
C - 27 to 79 inches: sandy loam

Properties and qualities

Slope: 4 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 25 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 8.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: B
Ecological site: F095XB010WI - Loamy and Clayey Upland
Forage suitability group: Mod AWC, adequately drained (G095BY005WI)
Other vegetative classification: Mod AWC, adequately drained (G095BY005WI)
Hydric soil rating: No

Minor Components

Warsaw

Percent of map unit: 10 percent
Landform: Till plains, kames
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Crest, side slope
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R110XY006IL - Dry Glacial Drift Upland Prairie
Other vegetative classification: Mod AWC, adequately drained (G095BY005WI)
Hydric soil rating: No

369A—Waupecan silt loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 6439
Elevation: 680 to 1,020 feet
Mean annual precipitation: 29 to 35 inches
Mean annual air temperature: 45 to 54 degrees F
Frost-free period: 140 to 180 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Waupecan and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Waupecan

Setting

Landform: Stream terraces, outwash plains
Parent material: Loess over outwash

Typical profile

H1 - 0 to 13 inches: silt loam
H2 - 13 to 38 inches: silty clay loam
H3 - 38 to 55 inches: stratified loam to gravelly loamy sand
H4 - 55 to 70 inches: very gravelly sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 20 percent

Available water supply, 0 to 60 inches: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 1
Hydrologic Soil Group: B
Ecological site: F095XB010WI - Loamy and Clayey Upland
Hydric soil rating: No

369B—Waupecan silt loam, 2 to 4 percent slopes

Map Unit Setting

National map unit symbol: 643b
Elevation: 680 to 1,020 feet
Mean annual precipitation: 29 to 35 inches
Mean annual air temperature: 45 to 54 degrees F
Frost-free period: 140 to 180 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Waupecan and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Waupecan

Setting

Landform: Outwash plains, stream terraces
Parent material: Loess over outwash

Typical profile

H1 - 0 to 13 inches: silt loam
H2 - 13 to 38 inches: silty clay loam
H3 - 38 to 55 inches: stratified loam to gravelly loamy sand
H4 - 55 to 70 inches: very gravelly sandy loam

Properties and qualities

Slope: 2 to 4 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 20 percent
Available water supply, 0 to 60 inches: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: B
Ecological site: F095XB010WI - Loamy and Clayey Upland

Hydric soil rating: No

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Physical Properties

Soil Physical Properties are measured or inferred from direct observations in the field or laboratory. Examples of soil physical properties include percent clay, organic matter, saturated hydraulic conductivity, available water capacity, and bulk density.

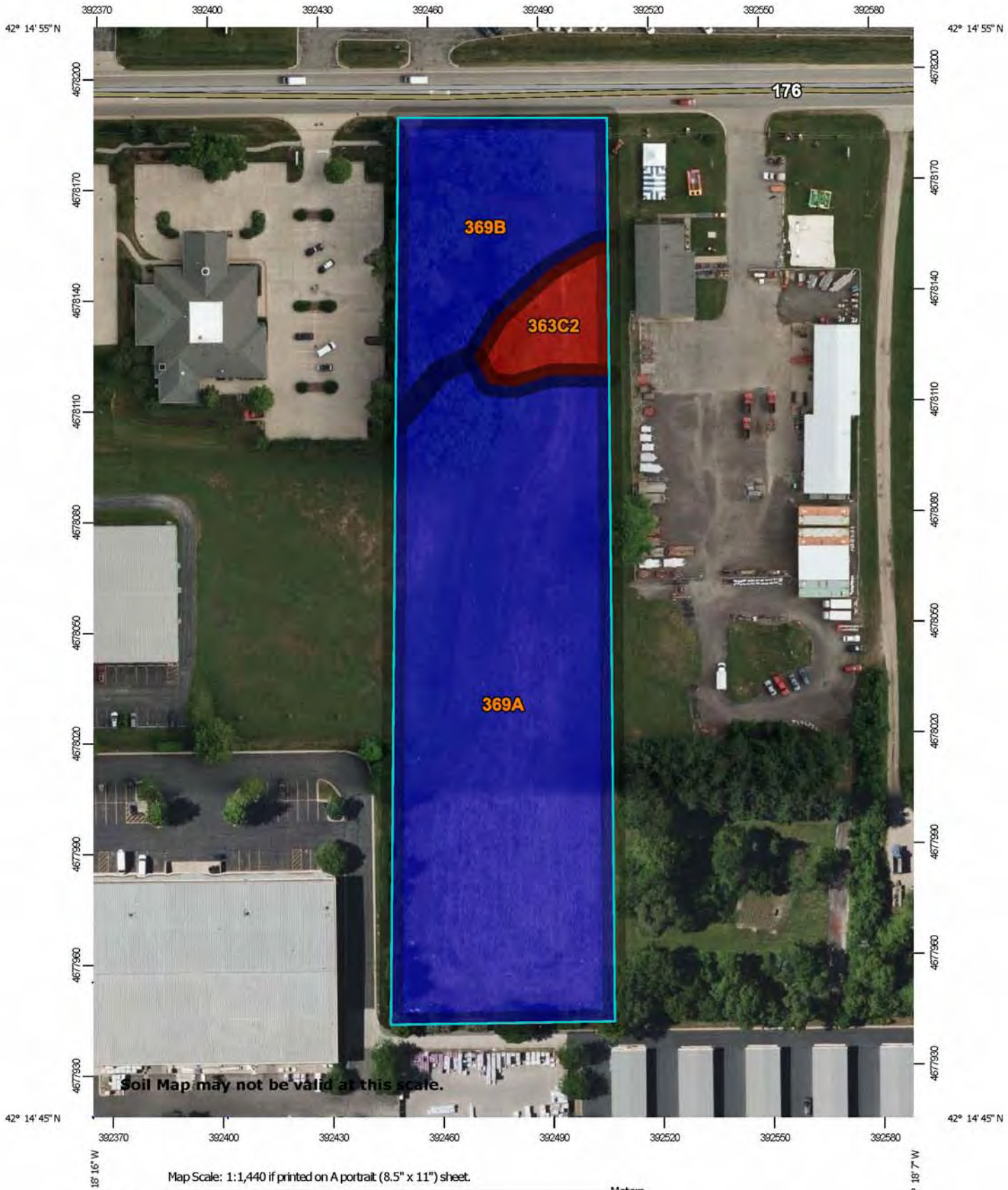
Saturated Hydraulic Conductivity (Ksat) (4672401 WSS)

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity is considered in the design of soil drainage systems and septic tank absorption fields.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

The numeric Ksat values have been grouped according to standard Ksat class limits.

Custom Soil Resource Report
Map—Saturated Hydraulic Conductivity (Ksat) (4672401 WSS)



Map Scale: 1:1,440 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 20 40 80 120

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

Soil Rating Polygons

- <= 17.8480
- > 17.8480 and <= 41.9478
- Not rated or not available

Soil Rating Lines

- <= 17.8480
- > 17.8480 and <= 41.9478
- Not rated or not available

Soil Rating Points

- <= 17.8480
- > 17.8480 and <= 41.9478
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: McHenry County, Illinois
Survey Area Data: Version 18, Aug 31, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 13, 2020—Jul 1, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Saturated Hydraulic Conductivity (Ksat) (4672401 WSS)

Map unit symbol	Map unit name	Rating (micrometers per second)	Acres in AOI	Percent of AOI
363C2	Griswold loam, 4 to 6 percent slopes, eroded	17.8480	0.2	6.6%
369A	Waupecan silt loam, 0 to 2 percent slopes	41.9478	2.6	71.8%
369B	Waupecan silt loam, 2 to 4 percent slopes	41.9478	0.8	21.7%
Totals for Area of Interest			**3.6**	**100.0%**

Rating Options—Saturated Hydraulic Conductivity (Ksat) (4672401 WSS)

Units of Measure: micrometers per second

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Fastest

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): All Layers (Weighted Average)

Soil Qualities and Features

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

Hydrologic Soil Group (4672401 WSS)

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

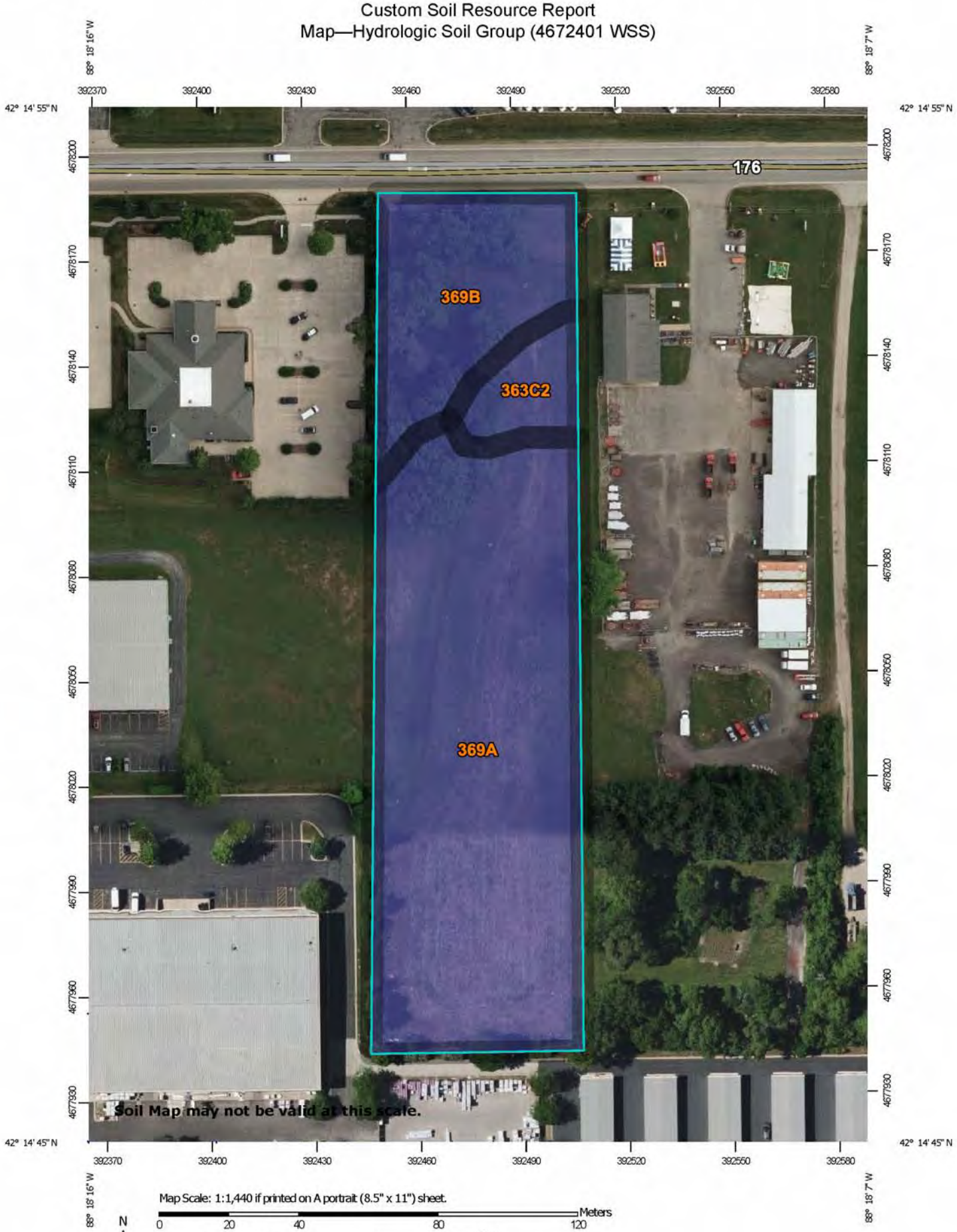
Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Custom Soil Resource Report
Map—Hydrologic Soil Group (4672401 WSS)



Map Scale: 1:1,440 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 20 40 80 120

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: McHenry County, Illinois
Survey Area Data: Version 18, Aug 31, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 13, 2020—Jul 1, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Hydrologic Soil Group (4672401 WSS)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
363C2	Griswold loam, 4 to 6 percent slopes, eroded	B	0.2	6.6%
369A	Waupecan silt loam, 0 to 2 percent slopes	B	2.6	71.8%
369B	Waupecan silt loam, 2 to 4 percent slopes	B	0.8	21.7%
Totals for Area of Interest			**3.6**	**100.0%**

Rating Options—Hydrologic Soil Group (4672401 WSS)

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

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Gresham Smith

APPENDIX E: BULLETIN 75 NOMOGRAPH WORKSHEET

NOMOGRAPH: BULLETIN 75 RAINFALL DATA

PROJECT: Storage of America - Crystal Lake, IL **PERMIT NUMBER:** PLN-2023-00142

LOCATION: 439 E Terra Cotta Avenue **DATE:** 3/12/2024

DEVELOPMENT INFORMATION

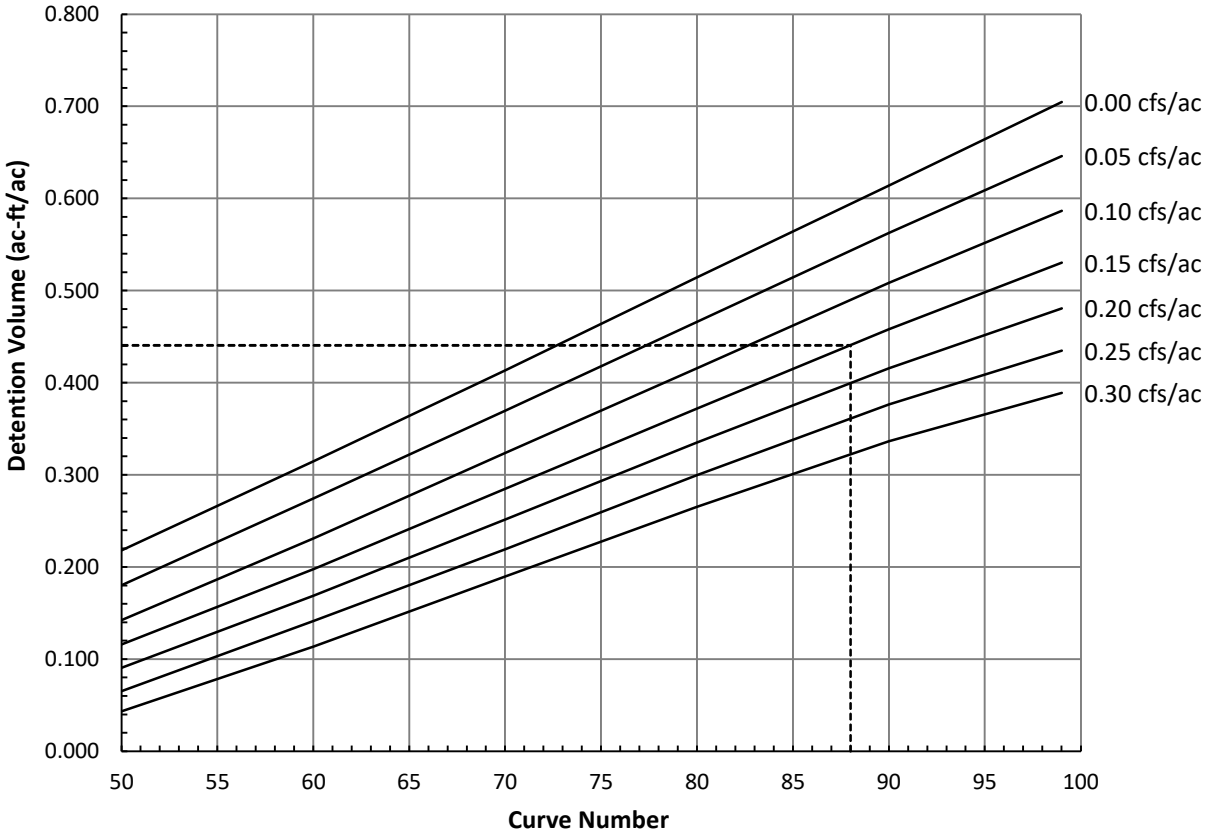
1.	Detained Area	3.110	acres
2.	Curve Number	88.00	
3.	Actual Release Rate	**0.467**	cfs

REQUIRED DETENTION VOLUME

4.	Required Detention Volume	**1.370**	ac-ft

NOMOGRAPH

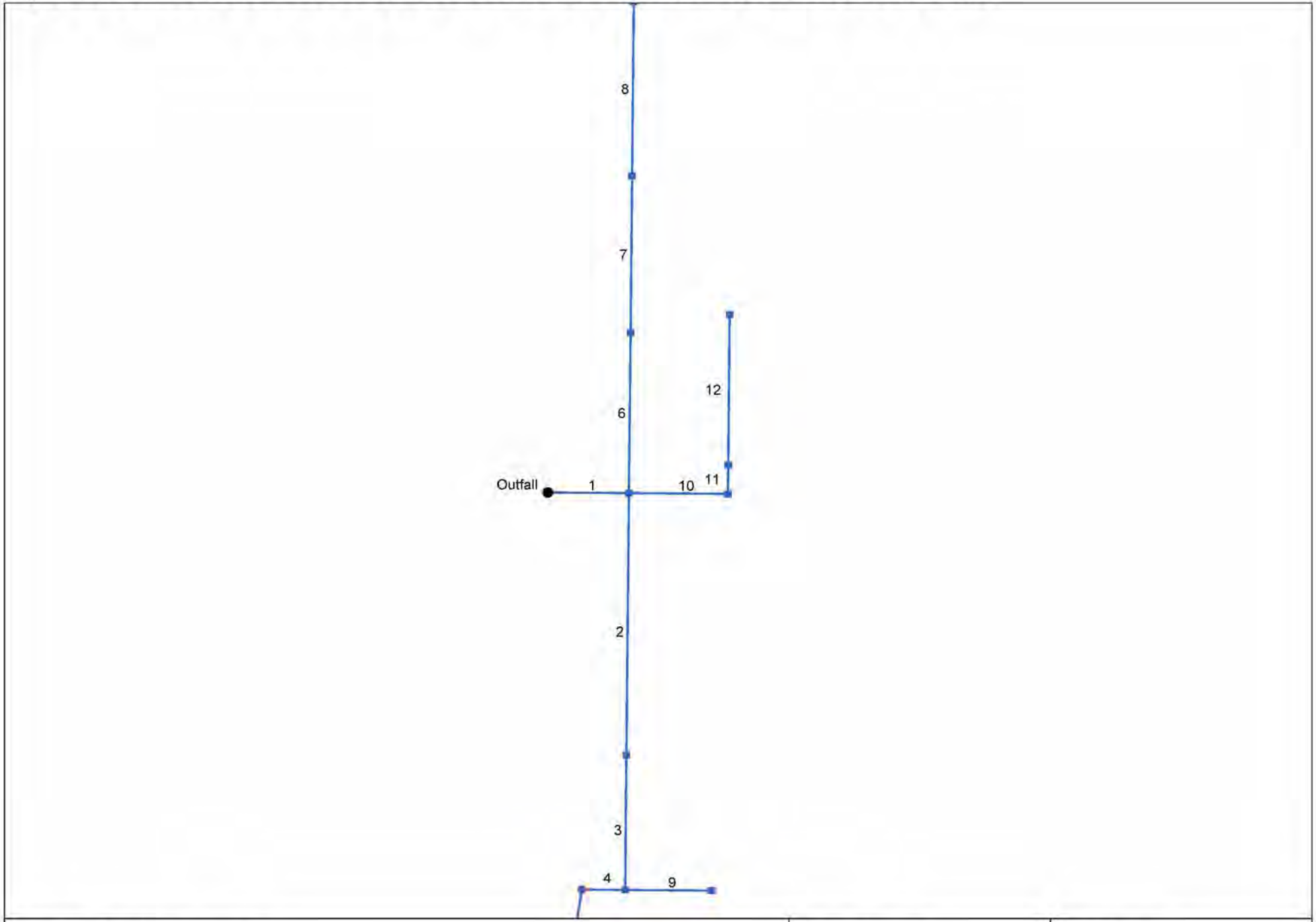
NOMOGRAPH: BULLETIN 75



Gresham Smith

APPENDIX F: STORM SEWER REPORT

Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan



Project File: 4672401 storm sewer 1.stm	Number of lines: 12	Date: 3/27/2024

Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line	(ft)	Incr (ac)	Total (ac)	(C)	Incr	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	End	51.779	0.23	1.68	0.90	0.21	1.42	5.0	7.7	6.8	9.61	18.57	5.67	24	0.48	887.00	887.25	888.02	888.36	890.00	892.85	ST-A2 - ST-A1
2	1	180.000	0.06	0.53	0.90	0.05	0.42	5.0	6.9	6.9	2.89	3.51	4.20	12	0.69	887.35	888.60	888.36	889.33	892.85	893.70	ST-A3 - ST-A2
3	2	92.498	0.16	0.47	0.90	0.14	0.36	5.0	6.4	7.1	2.56	3.39	4.60	12	0.65	888.70	889.30	889.35	889.98	893.70	892.90	ST-A4 - ST-A3
4	3	27.486	0.00	0.16	0.00	0.00	0.08	0.0	5.8	7.2	0.60	4.40	2.00	12	1.09	889.40	889.70	889.98	890.02	892.90	893.55	ST-A5 - ST-A4
5	4	39.868	0.16	0.16	0.52	0.08	0.08	5.0	5.0	7.4	0.62	5.16	3.60	12	1.51	889.80	890.40	890.03	890.73	893.55	891.80	ST-A6 - ST-A5
6	1	109.988	0.09	0.48	0.90	0.08	0.40	5.0	6.8	7.0	2.82	4.21	4.12	12	1.00	887.35	888.45	888.36	889.17	892.85	894.00	ST-A11 - ST-A2
7	6	107.645	0.16	0.39	0.90	0.14	0.32	5.0	6.2	7.1	2.30	4.25	4.39	12	1.02	888.55	889.65	889.17	890.30	894.00	894.40	ST-A12 - ST-A11
8	7	119.866	0.23	0.23	0.78	0.18	0.18	5.0	5.0	7.4	1.33	4.21	3.27	12	1.00	889.75	890.95	890.30	891.44	894.40	895.30	ST-A13 - ST-A12
9	3	55.014	0.15	0.15	0.90	0.14	0.14	5.0	5.0	7.4	1.00	3.11	2.65	12	0.55	889.40	889.70	889.98	890.12	892.90	892.60	ST-A7 - ST-A4
10	1	63.006	0.14	0.44	0.90	0.13	0.40	5.0	6.1	7.1	2.82	2.90	3.61	12	0.48	887.35	887.65	888.36	888.62	892.85	892.75	ST-A8 - ST-A2
11	10	19.997	0.10	0.30	0.90	0.09	0.27	5.0	6.0	7.2	1.93	4.21	2.46	12	1.00	887.55	887.75	888.93	888.97	892.75	893.00	ST-A9 - ST-A8
12	11	103.153	0.20	0.20	0.90	0.18	0.18	5.0	5.0	7.4	1.34	4.44	2.61	12	1.11	887.85	889.00	889.02	889.49	893.00	894.03	ST-A10 - ST-A9

Project File: 4672401 storm sewer 1.stm

Number of lines: 12

Run Date: 3/27/2024

NOTES:Intensity = 181.97 / (Inlet time + 20.80) ^ 0.98; Return period =Yrs. 10 ; c = cir e = ellip b = box

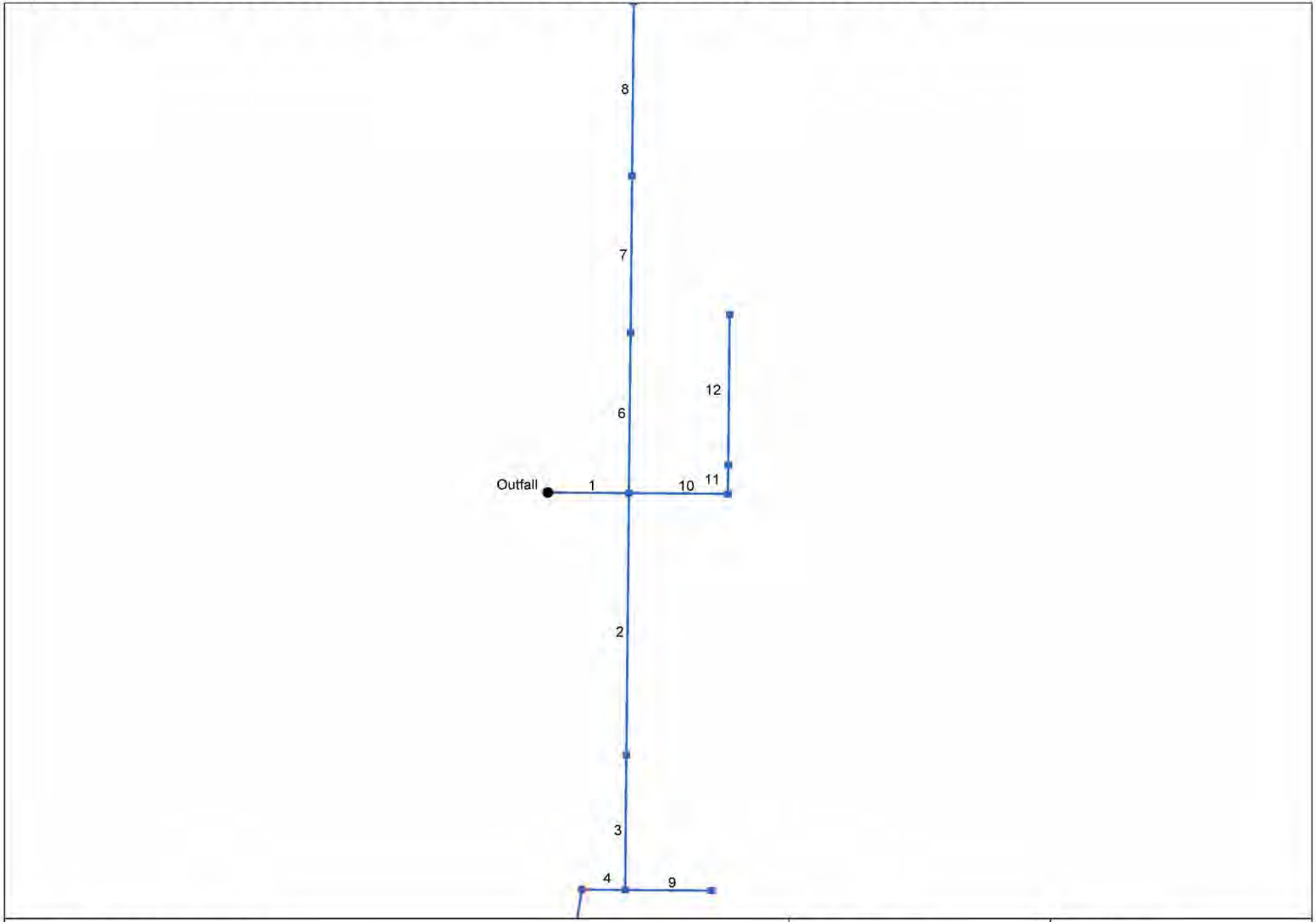
Inlet Report

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet		Grate Inlet			Gutter							Inlet			Byp Line No
							Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)	Depr (in)	
1	ST-A2	1.54	0.08	1.62	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.10	17.67	0.10	17.67	0.0	Off
2	ST-A3	0.40	0.00	0.40	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.04	9.51	0.04	9.51	0.0	Off
3	ST-A4	1.07	0.00	1.07	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.08	14.42	0.08	14.42	0.0	Off
4	ST-A5	0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
5	ST-A6	0.62	0.00	0.62	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.05	11.29	0.05	11.29	0.0	Off
6	ST-A11	0.60	0.00	0.52	0.08	DrGrt	0.0	0.00	0.00	4.20	4.20	0.010	2.00	0.015	0.015	0.013	0.07	11.47	0.07	11.47	0.0	1
7	ST-A12	1.07	0.00	1.07	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.08	14.42	0.08	14.42	0.0	Off
8	ST-A13	1.33	0.00	1.33	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.09	16.03	0.09	16.03	0.0	Off
9	ST-A7	1.00	0.00	1.00	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.07	13.99	0.07	13.99	0.0	Off
10	ST-A8	0.94	0.18	1.11	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.08	14.69	0.08	14.69	0.0	Off
11	ST-A9	0.67	0.30	0.80	0.18	DrGrt	0.0	0.00	0.00	4.20	4.20	0.010	2.00	0.015	0.015	0.013	0.09	14.13	0.09	14.13	0.0	10
12	ST-A10	1.34	0.00	1.03	0.30	DrGrt	0.0	0.00	0.00	4.20	4.20	0.010	2.00	0.015	0.015	0.013	0.10	15.47	0.10	15.47	0.0	11

Project File: 4672401 storm sewer 1.stm | Number of lines: 12 | Run Date: 3/27/2024

NOTES: Inlet N-Values = 0.016; Intensity = 181.97 / (Inlet time + 20.80) ^ 0.98; Return period = 10 Yrs. ; * Indicates Known Q added. All curb inlets are throat.

Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan



Project File: 4672401 storm sewer 1.stm	Number of lines: 12	Date: 3/27/2024

Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line	(ft)	Incr (ac)	Total (ac)	(C)	Incr	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	End	51.779	0.23	1.68	0.90	0.21	1.42	5.0	6.6	11.6	16.57	18.57	6.69	24	0.48	887.00	887.25	888.47	888.72	890.00	892.85	ST-A2 - ST-A1
2	1	180.000	0.06	0.53	0.90	0.05	0.42	5.0	6.1	11.8	4.93	3.51	6.28	12	0.69	887.35	888.60	890.29	892.76	892.85	893.70	ST-A3 - ST-A2
3	2	92.498	0.16	0.47	0.90	0.14	0.36	5.0	5.9	12.0	4.33	3.39	5.52	12	0.65	888.70	889.30	893.06	894.04	893.70	892.90	ST-A4 - ST-A3
4	3	27.486	0.00	0.16	0.00	0.00	0.08	0.0	5.5	12.1	1.01	4.40	1.28	12	1.09	889.40	889.70	895.11	895.12	892.90	893.55	ST-A5 - ST-A4
5	4	39.868	0.16	0.16	0.52	0.08	0.08	5.0	5.0	12.4	1.03	5.16	1.31	12	1.51	889.80	890.40	895.15	895.17	893.55	891.80	ST-A6 - ST-A5
6	1	109.988	0.09	0.48	0.90	0.08	0.40	5.0	6.1	11.9	4.80	4.21	6.11	12	1.00	887.35	888.45	890.29	891.72	892.85	894.00	ST-A11 - ST-A2
7	6	107.645	0.16	0.39	0.90	0.14	0.32	5.0	5.7	12.0	3.89	4.25	4.95	12	1.02	888.55	889.65	892.01	892.93	894.00	894.40	ST-A12 - ST-A11
8	7	119.866	0.23	0.23	0.78	0.18	0.18	5.0	5.0	12.4	2.22	4.21	2.82	12	1.00	889.75	890.95	893.12	893.45	894.40	895.30	ST-A13 - ST-A12
9	3	55.014	0.15	0.15	0.90	0.14	0.14	5.0	5.0	12.4	1.67	3.11	2.12	12	0.55	889.40	889.70	895.11	895.19	892.90	892.60	ST-A7 - ST-A4
10	1	63.006	0.14	0.44	0.90	0.13	0.40	5.0	5.7	12.0	4.77	2.90	6.07	12	0.48	887.35	887.65	890.29	891.10	892.85	892.75	ST-A8 - ST-A2
11	10	19.997	0.10	0.30	0.90	0.09	0.27	5.0	5.6	12.1	3.26	4.21	4.15	12	1.00	887.55	887.75	891.95	892.08	892.75	893.00	ST-A9 - ST-A8
12	11	103.153	0.20	0.20	0.90	0.18	0.18	5.0	5.0	12.4	2.22	4.44	2.83	12	1.11	887.85	889.00	892.21	892.50	893.00	894.03	ST-A10 - ST-A9

Project File: 4672401 storm sewer 1.stm

Number of lines: 12

Run Date: 3/27/2024

NOTES:Intensity = 277.62 / (Inlet time + 20.10) ^ 0.97; Return period =Yrs. 100 ; c = cir e = ellip b = box

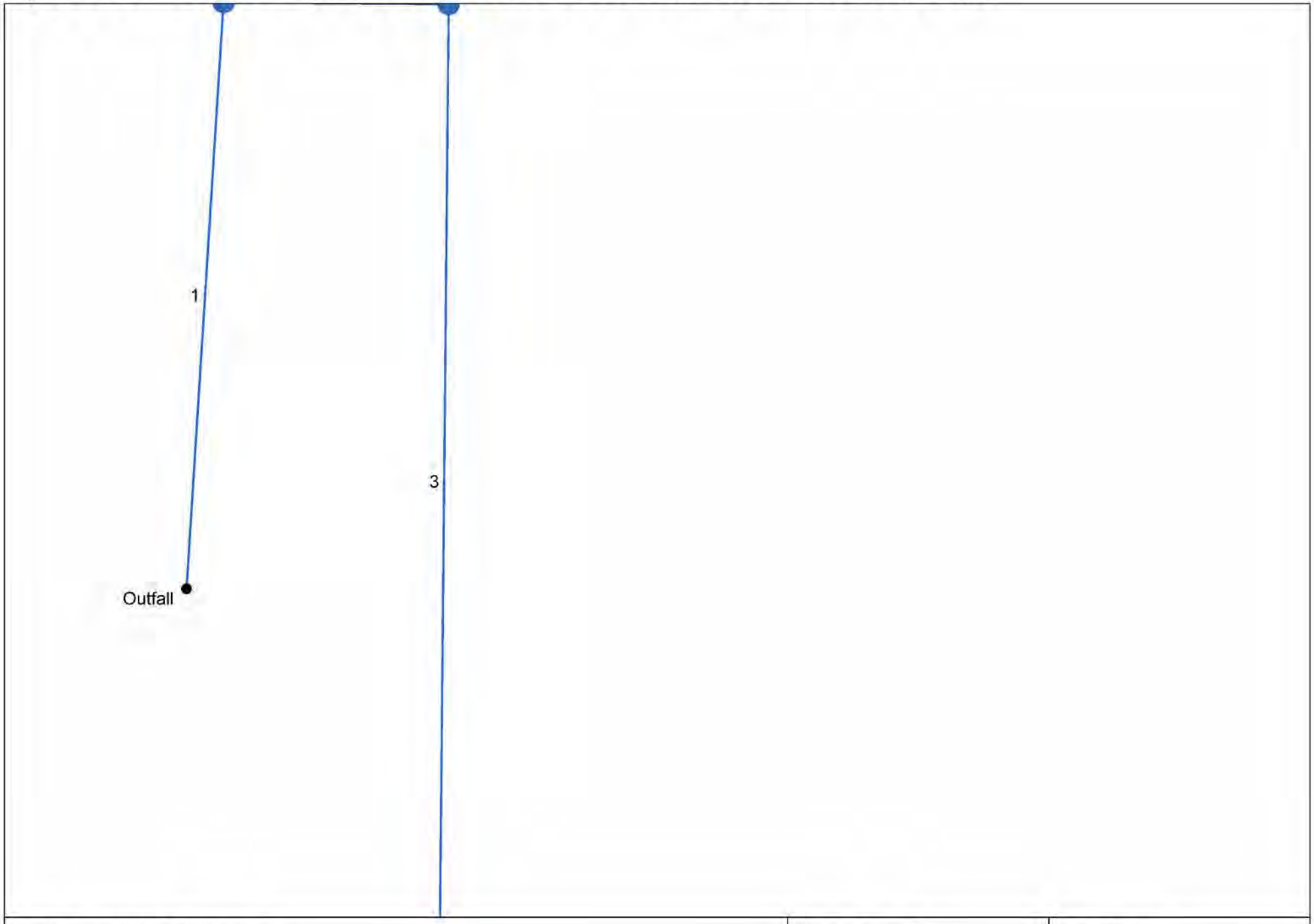
Inlet Report

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet		Grate Inlet			Gutter							Inlet			Byp Line No
							Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)	Depr (in)	
1	ST-A2	2.56	0.19	2.75	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.14	23.34	0.14	23.34	0.0	Off
2	ST-A3	0.67	0.00	0.67	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.06	11.65	0.06	11.65	0.0	Off
3	ST-A4	1.78	0.00	1.78	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.11	18.53	0.11	18.53	0.0	Off
4	ST-A5	0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
5	ST-A6	1.03	0.00	1.03	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.07	14.14	0.07	14.14	0.0	Off
6	ST-A11	1.00	0.00	0.81	0.19	DrGrt	0.0	0.00	0.00	4.20	4.20	0.010	2.00	0.015	0.015	0.013	0.09	14.13	0.09	14.13	0.0	1
7	ST-A12	1.78	0.00	1.78	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.11	18.53	0.11	18.53	0.0	Off
8	ST-A13	2.22	0.00	2.22	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.12	20.80	0.12	20.80	0.0	Off
9	ST-A7	1.67	0.00	1.67	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.10	17.93	0.10	17.93	0.0	Off
10	ST-A8	1.56	0.49	2.04	0.00	DrGrt	0.0	0.00	9.44	4.20	4.20	Sag	2.00	0.015	0.015	0.000	0.12	19.92	0.12	19.92	0.0	Off
11	ST-A9	1.11	0.68	1.30	0.49	DrGrt	0.0	0.00	0.00	4.20	4.20	0.010	2.00	0.015	0.015	0.013	0.11	16.80	0.11	16.80	0.0	10
12	ST-A10	2.22	0.00	1.55	0.68	DrGrt	0.0	0.00	0.00	4.20	4.20	0.010	2.00	0.015	0.015	0.013	0.12	18.13	0.12	18.13	0.0	11

Project File: 4672401 storm sewer 1.stm | Number of lines: 12 | Run Date: 3/27/2024

NOTES: Inlet N-Values = 0.016; Intensity = 277.62 / (Inlet time + 20.10) ^ 0.97; Return period = 100 Yrs. ; * Indicates Known Q added. All curb inlets are throat.

Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan



Project File: 4672401 off-site bypass.stm	Number of lines: 4	Date: 3/27/2024

Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line	(ft)	Incr (ac)	Total (ac)	(C)	Incr	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	End	118.214	0.00	3.55	0.00	0.00	1.70	0.0	28.7	6.5	11.09	18.07	5.86	24	0.46	887.00	887.54	888.13	888.73	889.65	890.94	ST-B2 - ST-B1
2	1	45.040	0.00	3.55	0.00	0.00	1.70	0.0	28.5	6.5	11.13	17.81	5.83	24	0.44	887.64	887.84	888.79	889.04	890.94	894.48	ST-B3 - ST-B2
3	2	188.130	0.00	3.55	0.00	0.00	1.70	0.0	27.6	6.6	11.33	18.07	5.89	24	0.46	887.94	888.80	889.09	890.01	894.48	893.08	ST-B4 - ST-B3
4	3	130.021	3.55	3.55	0.48	1.70	1.70	27.0	27.0	6.7	11.47	18.16	5.93	24	0.46	888.90	889.50	890.05	890.71	893.08	892.15	ST-B5 - ST-B4

Project File: 4672401 off-site bypass.stm | Number of lines: 4 | Run Date: 3/27/2024

NOTES:Intensity = 277.62 / (Inlet time + 20.10) ^ 0.97; Return period =Yrs. 100 ; c = cir e = ellip b = box

Gresham Smith

APPENDIX G: DOWNSTREAM HEADWALL ANALYSIS

LEGEND

PERVIOUS (OPEN SPACE)

PERVIOUS (WOODED)

IMPERVIOUS

DOWNSTREAM HEADWALL
REFER TO INVERT 8, SHEET C100
SE 12" CONC. = 883.71

TRIBUTARY AREA TO DOWNSTREAM HEADWALL IN EXISTING CONDITIONS
A = 7.91 AC.
C = 0.53

NORTH

60' 0 60' 120'

GRAPHIC SCALE

EXISTING CONDITIONS

LEGEND

IMPERVIOUS

PERVIOUS (OPEN SPACE)

DOWNSTREAM HEADWALL
REFER TO INVERT 8, SHEET C100
SE 12" CONC. = 883.71

TRIBUTARY AREA TO DOWNSTREAM
HEADWALL IN PROPOSED CONDITIONS
A = 4.82 AC.
C = 0.48

NORTH

60' 0 60' 120'

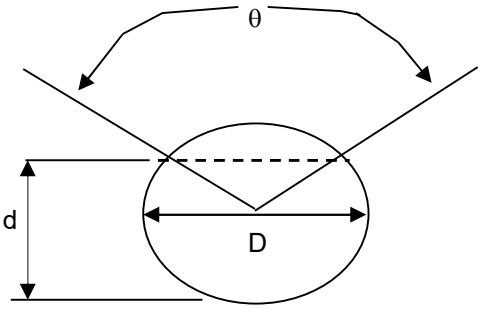
GRAPHIC SCALE

PROPOSED CONDITIONS

MANNING'S EQUATION FOR PIPE FLOW

Project:	SOA Crystal Lake IL	Location:	Crystal Lake, IL	
By:	Nicholas Coates	Date:	3/26/2024	
Chk. By:	Ethan Kluding	Date:	3/26/2024	mdo version 12.8.00

Clear Data Entry Cells



INPUT

D=	12	inches
d=	11.5	inches
n=	0.013	mannings coeff
θ=	47.1	degrees
S=	0.01	slope in/in

Mannings Formula

$Q=(1.486/n)AR_h^{2/3}S^{1/2}$

R=A/P

A=cross sectional area

P=wetted perimeter

S=slope of channel

n=Manning's roughness coefficient

$V=(1.49/n)R_h^{2/3}S^{1/2}$

Q=V x A

Solution to Mannings Equation				
Area,ft^2	Wetted Perimeter, ft	Hydraulic Radius, ft	velocity ft/s	flow, cfs
0.77	2.73	0.28	4.93	3.82

Manning's n-values	
PVC	0.01
PE (<9"dia)	0.015
PE (>12"dia)	0.02
PE(9-12"dia)	0.017
CMP	0.025
ADS N12	0.012
HCMP	0.023
Conc	0.013

Created by: Mike O'Shea

Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Apr 1 2024

Downstream Headwall

Invert Elev Dn (ft)	=	882.80
Pipe Length (ft)	=	86.00
Slope (%)	=	1.06
Invert Elev Up (ft)	=	883.71
Rise (in)	=	12.0
Shape	=	Circular
Span (in)	=	12.0
No. Barrels	=	1
n-Value	=	0.012
Culvert Type	=	Circular Concrete
Culvert Entrance	=	Square edge w/headwall (C)
Coeff. K,M,c,Y,k	=	0.0098, 2, 0.0398, 0.67, 0.5

Embankment

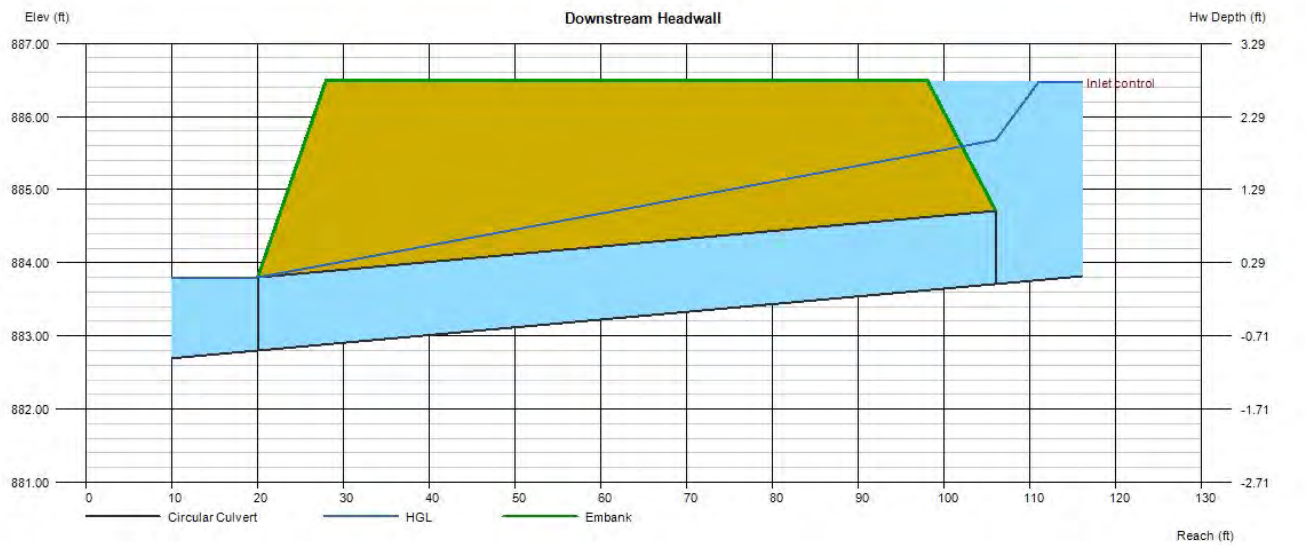
Top Elevation (ft)	=	886.50
Top Width (ft)	=	70.00
Crest Width (ft)	=	30.00

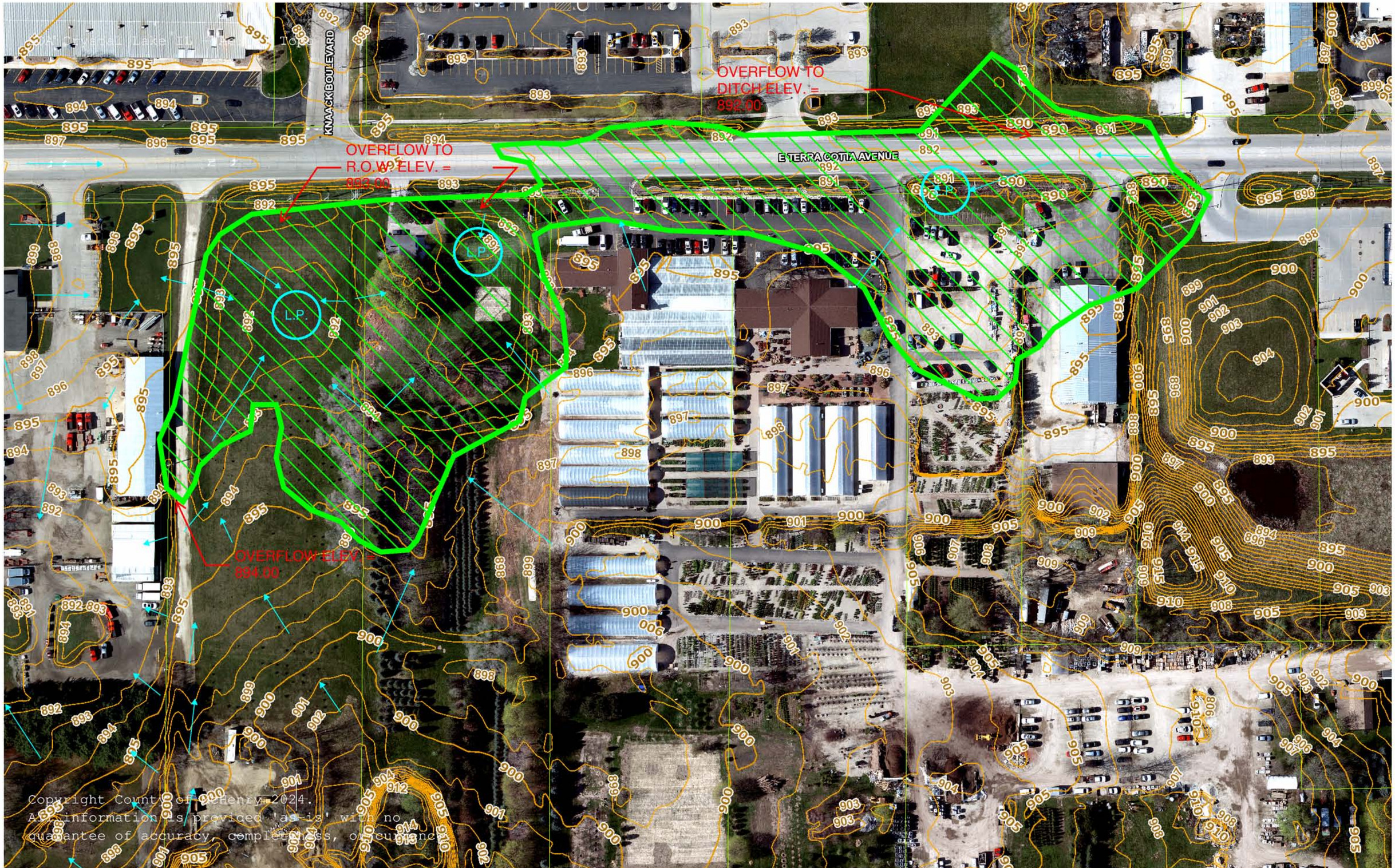
Calculations

Qmin (cfs)	=	5.70
Qmax (cfs)	=	5.70
Tailwater Elev (ft)	=	Normal

Highlighted

Qtotal (cfs)	=	5.70
Qpipe (cfs)	=	5.70
Qovertop (cfs)	=	0.00
Veloc Dn (ft/s)	=	7.26
Veloc Up (ft/s)	=	7.26
HGL Dn (ft)	=	883.80
HGL Up (ft)	=	885.68
Hw Elev (ft)	=	886.47
Hw/D (ft)	=	2.76
Flow Regime	=	Inlet Control




OVERFLOW TO
DITCH ELEV. =
892.00
OVERFLOW TO
R.O.W. ELEV. =
892.00
E TERRA COTTA AVENUE
KNAACK BOULEVARD
L.P.
L.P.
L.P.
OVERFLOW ELEV. =
894.00
Copyright County of McHenry 2024.
All information is provided 'as-is' with no
guarantee of accuracy, completeness, or currency.

SOA Crystal Lake IL - Aerial Topo

E TERRA COTTA AVENUE

KNAACK BOULEVARD

H.P.

OVERFLOW ELEV
886.50

DOWNSTREAM HEADWALL
I.E. = 883.71

SITE

ERICK STREET

Copyright County of McHenry
All information is provided
guarantee of accuracy, co

Gresham Smith

APPENDIX H: INFILTRATION TESTS

CITY of CRYSTAL LAKE SOIL BORING REPORT for STORMWATER MANAGEMENT

WILLIAM R. KREZNOR & ASSOCIATES, INC.
SOIL and ENVIRONMENTAL CONSULTANTS

904 Powers Road **Woodstock, Illinois 60098** **Telephone: 815-236-5633** **Email: wkreznor@wrksoiltesting.com**

NAME: Storage of America c/o Thomas Fitzpatrick, PE, VP of Development
JOB NO.: SWM-MC23001
ADDRESS: 4225 W. 62nd Street Indianapolis, IN 46268
TELEPHONE: 616-209-2162 **TEST DATE:** 12-19-2023

PROPERTY LOCATION: 3.96-acre parcel, proposed Storage of America facility; part of SE ¼ Sec. 31, T. 44N., R. 8E., City of Crystal Lake, McHenry County, Illinois; vacant @ No. 439 E. Terra Cotta Avenue

PIN: 14-31-401-003
SAMPLE NO.: SWM-1 **SLOPE (%):** 1-2 **SOIL DESCRIPTION by:** W. Kreznor

DEPTH (ft)	DESCRIPTION	ESTIMATED PERME-ABILITY (in/hr)
0-1.1	Very dark brown (10YR 2/2) loam; moderate medium granular structure; friable	Moderate (0.6-2)
1.1-1.6	Brown (10YR 4/3) clay loam; moderate very fine and fine subangular blocky structure; many very dark grayish brown (10YR 3/2) organic coatings; friable	Moderate (0.6-2)
1.6-2.8	Dark yellowish brown (10YR 4/4) clay loam; moderate fine and medium subangular blocky structure; common brown (10YR 4/3) clay coatings; friable	Moderate (0.6-2)
2.8-3.2	Dark brown (7.5YR 3/4) and brown (7.5YR 4/4) loam; weak medium subangular blocky structure; friable	Moderate (0.6-2)
3.2-4.1	Strong brown (7.5YR 4/6 and 5/6) loamy sand; single grain; loose; about 8-12% clay (< 0.002mm); about 75-85% sand (0.05-2mm)	Rapid (6-20)
4.1-5.8	Light yellowish brown (10YR 6/4) and brownish yellow (10YR 6/6) loamy very fine sand; common yellowish brown (10YR 5/6) redox concentrations; massive; very friable; 8-12% clay; about 75-80% sand	Moderately rapid (2-6)
5.8-7.3	Yellowish brown (10YR 5/4) and light yellowish brown (10YR 6/4) stratified loamy very fine sand, fine sand, and silt loam; common yellowish brown (10YR 5/6) redox concentrations; common gray (10YR 6/1) redox depletions; massive; friable to loose; about 15-20% clay; about 50-50% sand	Moderate (0.6-2)

SOIL CLASSIFICATION: Typic Argiudolls; fine-loamy (Jasper 440A)
ESTIMATED DEPTH TO SEASONAL HIGH GROUNDWATER TABLE (ft): 5.8
DEPTH TO OBSERVED GROUNDWATER (IN.): None to 7.3

REMARKS: Sample No. SWM-1 is in the lower part of the test area on the footslope near the head of an upland drainage swale. The soil formed in loamy and sandy glacial outwash sediments.

William R. Kreznor, CPSC, President
William R. Kreznor & Associates, Inc.
Certified Professional Soil Classifier (ISCA) No. 20

WILLIAM R. KREZNOR ISCA No. 20 EXPIRES 2/11/2024 CERTIFIED PROFESSIONAL SOIL CLASSIFIER

CITY of CRYSTAL LAKE SOIL BORING REPORT for STORMWATER MANAGEMENT

WILLIAM R. KREZNOR & ASSOCIATES, INC.
SOIL and ENVIRONMENTAL CONSULTANTS

904 Powers Road **Woodstock, Illinois 60098** **Telephone: 815-236-5633** **Email: wkreznor@wrksoiltesting.com**

NAME: Storage of America c/o Thomas Fitzpatrick, PE, VP of Development
JOB NO.: SWM-MC23001
ADDRESS: 4225 W. 62nd Street Indianapolis, IN 46268
TELEPHONE: 616-209-2162 **TEST DATE:** 12-19-2023

PROPERTY LOCATION: 3.96-acre parcel, proposed Storage of America facility; part of SE ¼ Sec. 31, T. 44N., R. 8E., City of Crystal Lake, McHenry County, Illinois; vacant @ No. 439 E. Terra Cotta Avenue

PIN: 14-31-401-003
SAMPLE NO.: SWM-2 **SLOPE (%):** 4-5 **SOIL DESCRIPTION by:** W. Kreznor

DEPTH (ft)	DESCRIPTION	ESTIMATED PERME-ABILITY (in/hr)
0-0.3	Very dark grayish brown (10YR 3/2) clay loam; moderate very fine subangular blocky structure and moderate medium granular; friable	Moderate (0.6-2)
0.3-1.8	Brown (7.5YR 4/4) clay loam; moderate fine subangular blocky structure; common brown (7.5YR 4/3) clay coatings; about 2-5% gravel (2-76mm); friable	Moderate (0.6-2)
1.8-2.4	Strong brown (7.5YR 4/6 and 5/6) sandy loam; weak medium subangular blocky structure; friable; very friable	Moderately rapid (2-6)
2.4-3.1	Dark yellowish brown (10YR 4/4) and yellowish brown (10YR 5/4) stratified loamy Fine sand and fine sandy loam; common yellowish brown (10YR 5/6) redox concentrations; weak medium and coarse subangular blocky structure; very friable; about 10-15% clay (< 0.002mm); about 65-80% sand (0.05-2mm)	Moderately rapid (2-6)
3.1-7.3	Yellowish brown (10YR 5/4) and light yellowish brown (10YR 6/4) stratified loamy very fine sand, very fine sandy loam, and silt loam; common yellowish brown (10YR 5/6) concentrations; common gray (10YR 6/1) redox depletions beginning at a depth of 4.7 feet; ; massive; friable to very friable; about 15-20% clay; about 50-50% sand	Moderate (0.6-2)

SOIL CLASSIFICATION: Typic Hapludalfs; fine-loamy (Martinsville 570B)
ESTIMATED DEPTH TO SEASONAL HIGH GROUNDWATER TABLE (ft): 4.7
DEPTH TO OBSERVED GROUNDWATER (IN.): 7.2

REMARKS: Sample No. SWM-2 is in the lower part of the test area on the footslope near the head of an upland drainage swale. The soil formed in loamy and sandy glacial outwash sediments.

William R. Kreznor, CPSC, President
William R. Kreznor & Associates, Inc.
Certified Professional Soil Classifier (ISCA) No. 20



CITY of CRYSTAL LAKE SOIL BORING REPORT for STORMWATER MANAGEMENT

WILLIAM R. KREZNOR & ASSOCIATES, INC.
SOIL and ENVIRONMENTAL CONSULTANTS

904 Powers Road **Woodstock, Illinois 60098** **Telephone: 815-236-5633** **Email: wkreznor@wrksoiltesting.com**

NAME: Storage of America c/o Thomas Fitzpatrick, PE, VP of Development
JOB NO.: SWM-MC23001
ADDRESS: 4225 W. 62nd Street Indianapolis, IN 46268
TELEPHONE: 616-209-2162 **TEST DATE:** 12-19-2023

PROPERTY LOCATION: 3.96-acre parcel, proposed Storage of America facility; part of SE ¼ Sec. 31, T. 44N., R. 8E., City of Crystal Lake, McHenry County, Illinois; vacant @ No. 439 E. Terra Cotta Avenue

PIN: 14-31-401-003
SAMPLE NO.: SWM-3 **SLOPE (%):** 4-5 **SOIL DESCRIPTION by:** W. Kreznor

DEPTH (ft)	DESCRIPTION	ESTIMATED PERME-ABILITY (in/hr)
0-1.2	Very dark grayish brown (10YR 3/2) silt loam; moderate medium granular structure and moderate very fine subangular blocky; friable	Moderate (0.6-2)
1.2-3.2	Dark yellowish brown (10YR 4/4) silty clay loam; moderate fine and medium subangular blocky structure; friable; common brown (10YR 4/3) clay coatings	Moderate (0.6-2)
3.2-4.7	Dark yellowish brown (10YR 4/4) clay loam; common yellowish brown (10YR 5/6) Redox concentrations; moderate medium subangular blocky structure; friable; common brown (10YR 4/3) clay coatings	Moderate (0.6-2)
4.7-5.4	Dark yellowish brown (10YR 4/6) and yellowish brown (10YR 5/6) sandy loam; weak medium and coarse subangular blocky structure; very friable; about 10-15% clay (< 0.002mm); about 65-80% sand (0.05-2mm)	Moderately rapid (2-6)
5.4-6.6	Yellowish brown (10YR 5/4) and pale brown (10YR 6/3) sand; single grain; loose; < 10% clay; about 85-95% sand	Rapid (6-20))
6.6-12.0	Yellowish brown (10YR 5/4 and 5/6) and pale brown (10YR 6/3) stratified gravelly to cobbly sand; single grain; loose; < 10% clay; about 85-95% sand; about 25-45% gravel (2-76mm) and cobbles (76-250mm) (by volume)	Rapid (6-20)

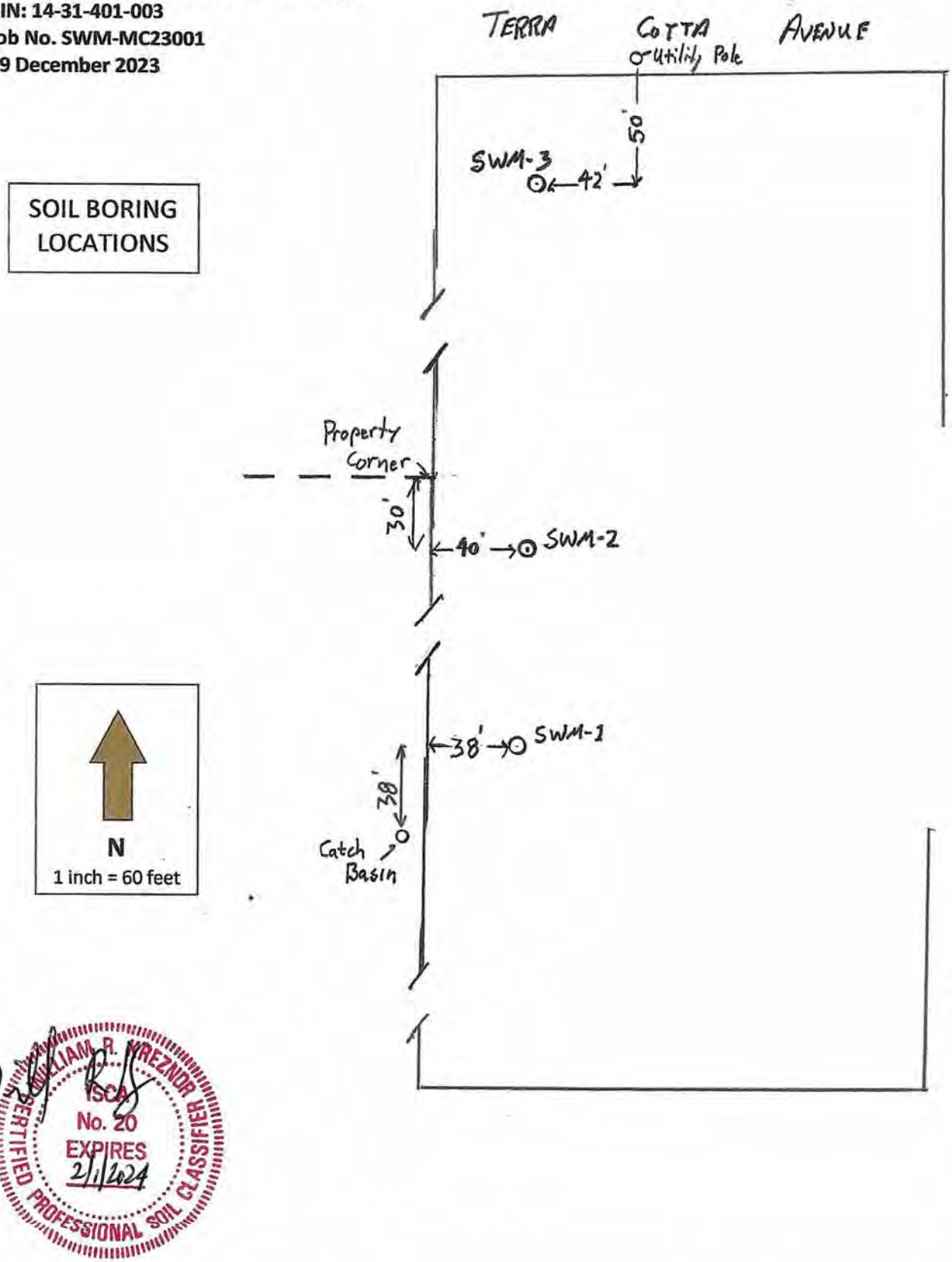
SOIL CLASSIFICATION: Typic Argiudolls; fine-silty (Waupecan 369B)
ESTIMATED DEPTH TO SEASONAL HIGH GROUNDWATER TABLE (ft): >12.0
DEPTH TO OBSERVED GROUNDWATER (IN.): None to 12.0

REMARKS: Sample No. SWM-3 is in the higher part of the test area on the sideslope of a knoll. The soil formed in silty sediments and in the underlying loamy and sandy glacial outwash sediments.

William R. Kreznor, CPSC, President
William R. Kreznor & Associates, Inc.
Certified Professional Soil Classifier (ISCA) No. 20

WILLIAM R. KREZNOR ISCA No. 20 EXPIRES 2/11/2024 CERTIFIED PROFESSIONAL SOIL CLASSIFIER

3.96-acre parcel
Proposed Storage of America facility
Part of SE ¼ Sec. 31, T. 44N., R. 8E., City of Crystal Lake, McHenry County, Illinois
Vacant @ No. 439 E. Terra Cotta Avenue
PIN: 14-31-401-003
Job No. SWM-MC23001
19 December 2023



WILLIAM R. KREZNOR
ISCA
No. 20
EXPIRES
2/1/2024
CERTIFIED PROFESSIONAL SOIL CLASSIFIER

Gresham Smith

APPENDIX I: SWALE ANALYSIS

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Wednesday, Mar 27 2024

Swale A

Triangular

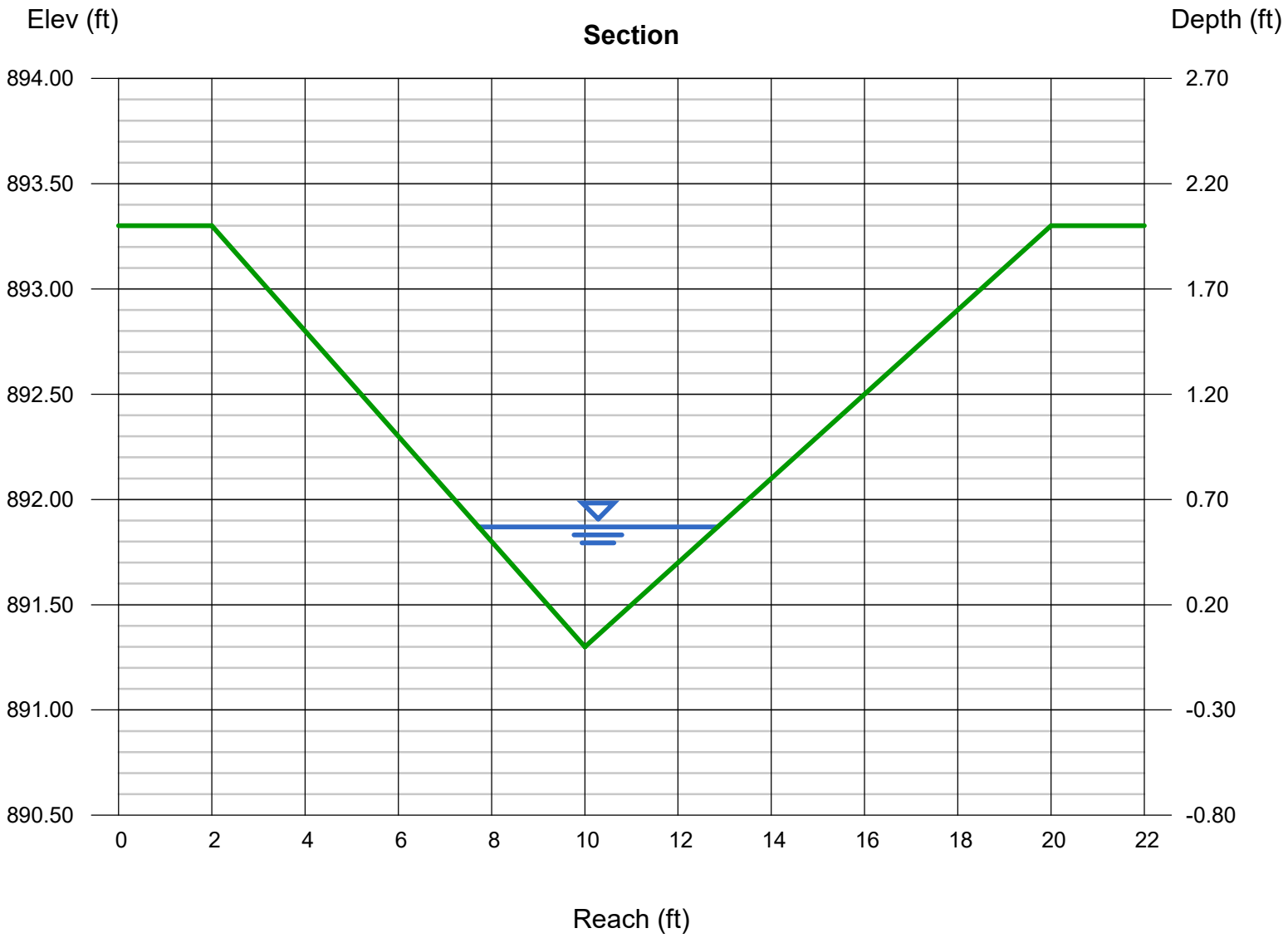
Side Slopes (z:1)	= 4.00, 5.00
Total Depth (ft)	= 2.00
Invert Elev (ft)	= 891.30
Slope (%)	= 3.00
N-Value	= 0.150

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.03

Highlighted

Depth (ft)	= 0.57
Q (cfs)	= 1.030
Area (sqft)	= 1.46
Velocity (ft/s)	= 0.70
Wetted Perim (ft)	= 5.26
Crit Depth, Yc (ft)	= 0.32
Top Width (ft)	= 5.13
EGL (ft)	= 0.58



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Wednesday, Mar 27 2024

Swale B

Triangular

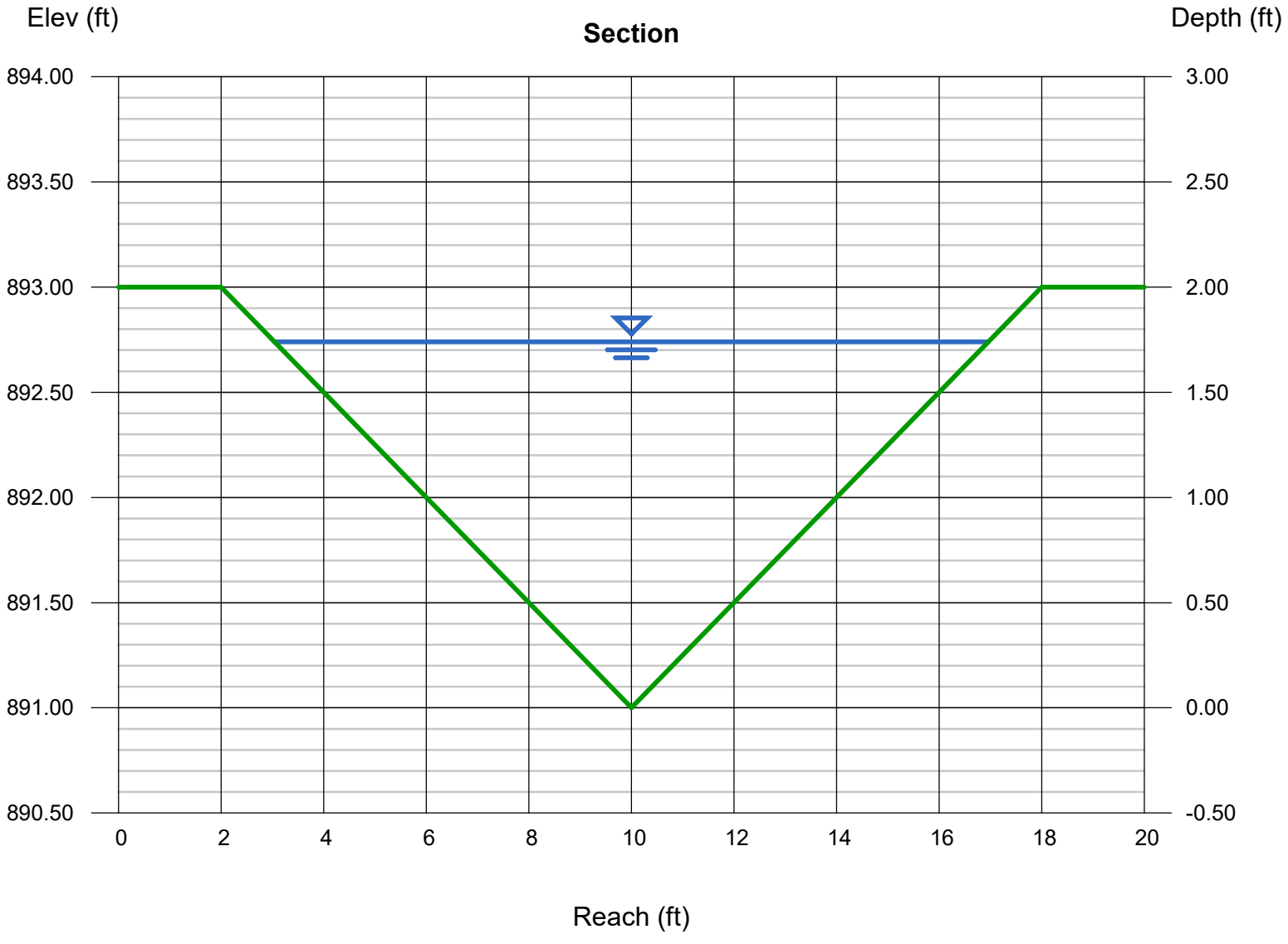
Side Slopes (z:1)	= 4.00, 4.00
Total Depth (ft)	= 2.00
Invert Elev (ft)	= 891.00
Slope (%)	= 1.00
N-Value	= 0.150

Calculations

Compute by:	Known Q
Known Q (cfs)	= 10.56

Highlighted

Depth (ft)	= 1.74
Q (cfs)	= 10.56
Area (sqft)	= 12.11
Velocity (ft/s)	= 0.87
Wetted Perim (ft)	= 14.35
Crit Depth, Yc (ft)	= 0.85
Top Width (ft)	= 13.92
EGL (ft)	= 1.75



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Wednesday, Mar 27 2024

Swale C

Triangular

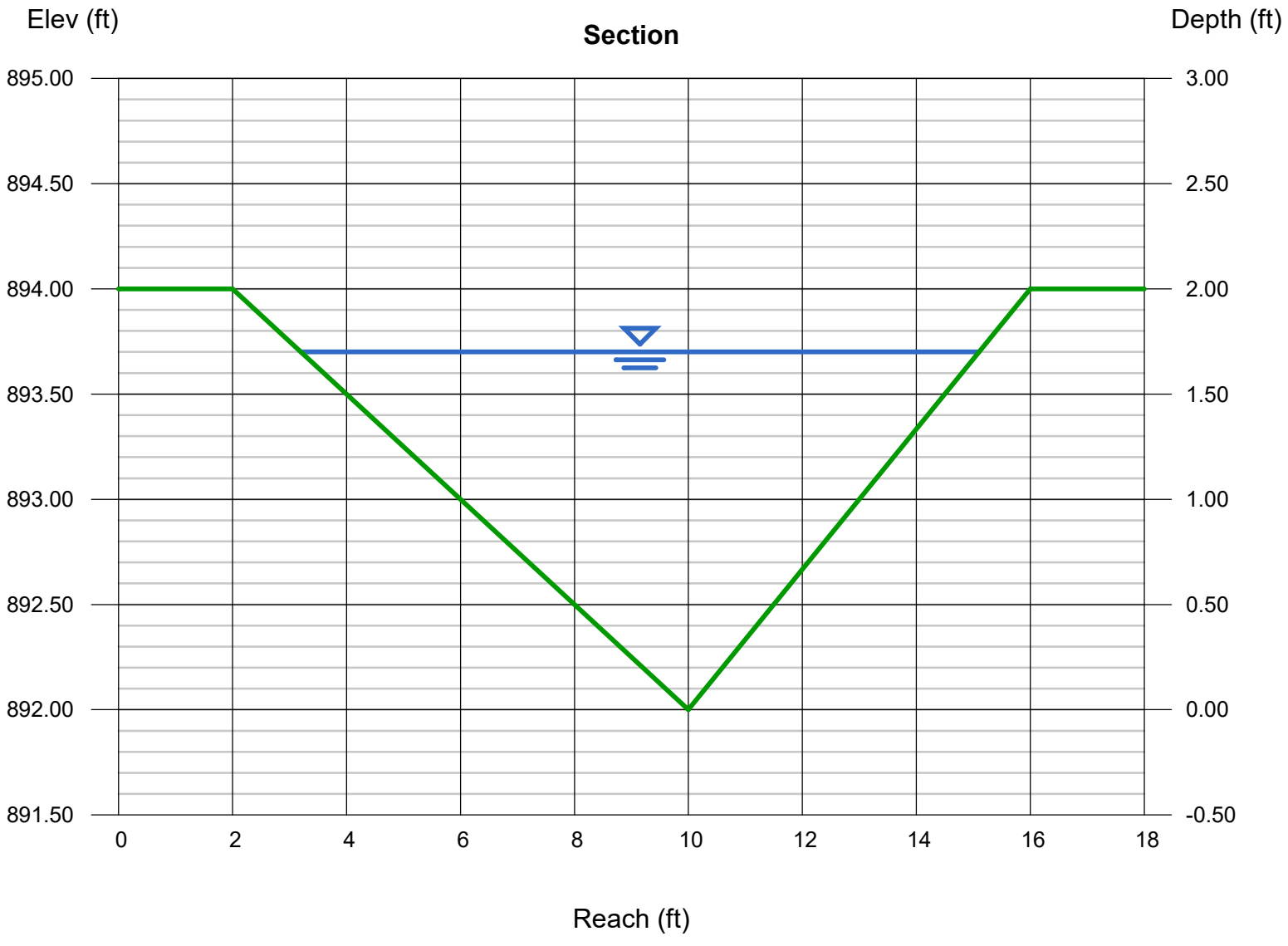
Side Slopes (z:1)	= 4.00, 3.00
Total Depth (ft)	= 2.00
Invert Elev (ft)	= 892.00
Slope (%)	= 1.50
N-Value	= 0.150

Calculations

Compute by:	Known Q
Known Q (cfs)	= 10.56

Highlighted

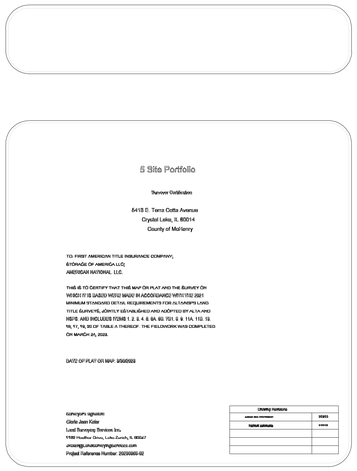
Depth (ft)	= 1.70
Q (cfs)	= 10.56
Area (sqft)	= 10.11
Velocity (ft/s)	= 1.04
Wetted Perim (ft)	= 12.39
Crit Depth, Yc (ft)	= 0.90
Top Width (ft)	= 11.90
EGL (ft)	= 1.72

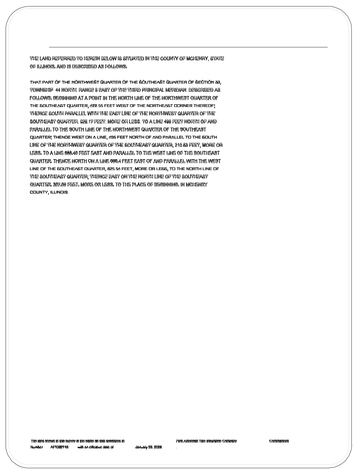


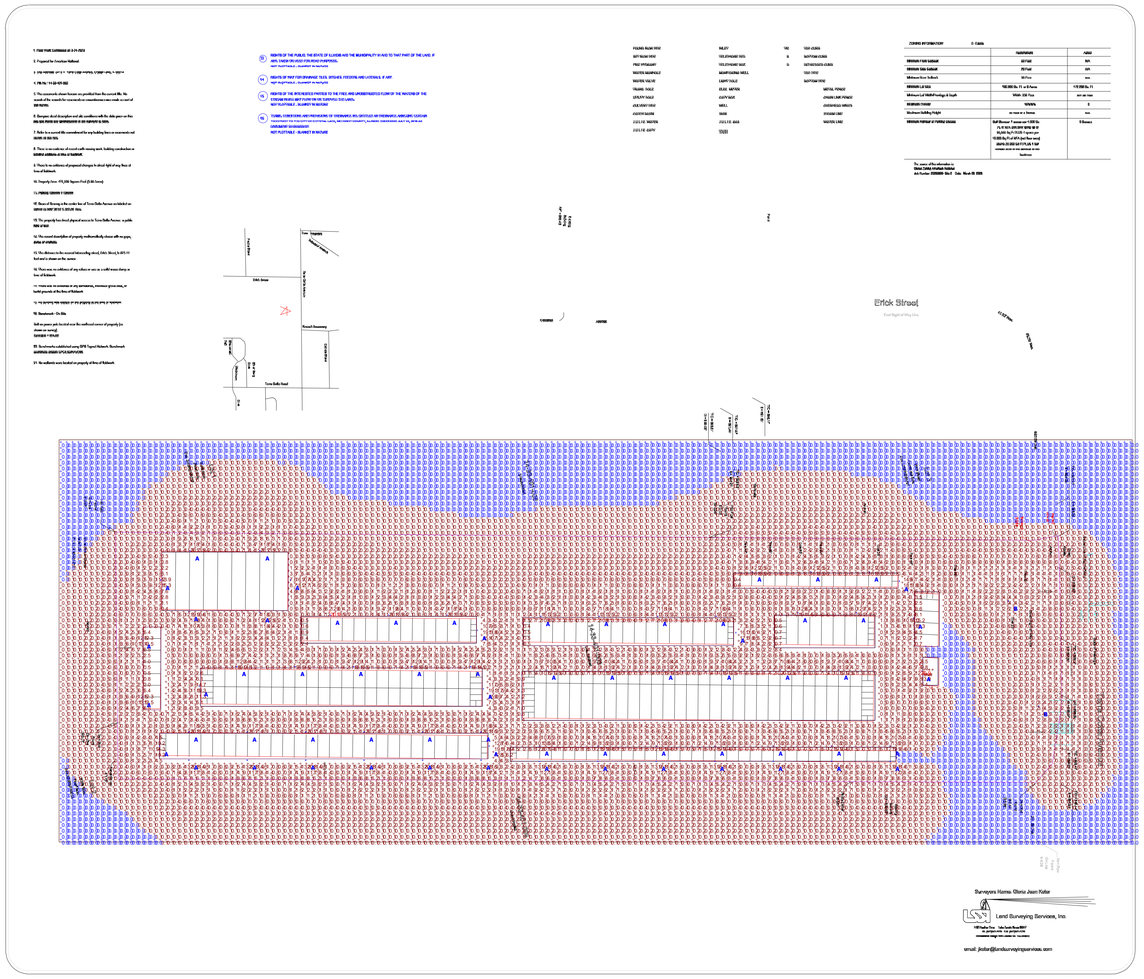

STORAGE of AMERICA
STORAGE of AMERICA

Note

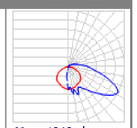
1. SCALE 1" = 50'
2. POLE HEIGHT 20'
3. WALLPACKS MOUNTED AT 9'







Schedule

Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	A		66	Lithonia Lighting	TWX2 LED ALO 40K	TWX2 LED WITH ALO - PERFORMANCE PACKAGE, 4000K	1	6842	1	53.66	 Max: 4049cd
	B		2	Lithonia Lighting	RSX1 LED P2 40K R3	RSX Area Fixture Size 1 P2 Lumen Package 4000K CCT Type R3 Distribution	1	9843	1	72.95	 Max: 7096cd

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	1.3 fc	20.9 fc	0.0 fc	N/A	N/A

STORAGE OF AMERICA

Designer

Date
05/01/2024
Scale
Not to Scale
Drawing No.

Summary

1 of 1

APPENDIX A

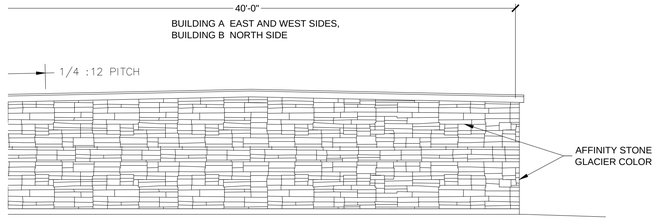
Preliminary PUD approvals

AFFINITY STONE SIDING
GLACIER COLOR

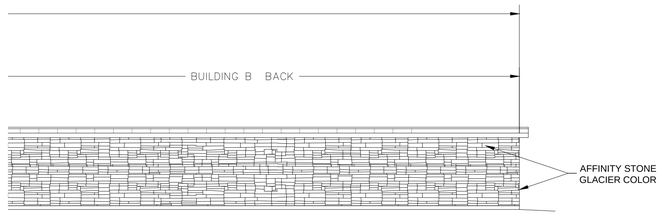
OR

NOVABRICK SPLIT FACE
MARBLE WHITE COLOR

OR STORAGE OF AMERICA APPROVED EQUAL



NG A & B END WALL ELEVATIONS - VISIBLE FROM BUSHA HWY
TY STONE SIDING - GLACIER COLOR



ING B WEST WALL ELEVATION - VISIBLE FROM BUSHA HWY
ITY STONE SIDING - GLACIER COLOR

xx-xx-xxxx
REV. ISSUE DATE

CL: 810-434-9393
jyu@sydesign.us

M/E/P ENGINEERING CONSULTANTS

GENERAL CONTRACTOR

OWNER

STORAGE OF AMERICA
4225 W 67th ST
INDIANAPOLIS, IN 46268
Owner Rep: Tom Fitzpatrick
PH: 606-209-2162

PROJECT

Storag of America
OUTDOOR STORAGE

99999 Main St. Anytown, ST
99999

SHEET

TYPICAL EXTERIOR
ELEVATION FINISH
MATERIALS

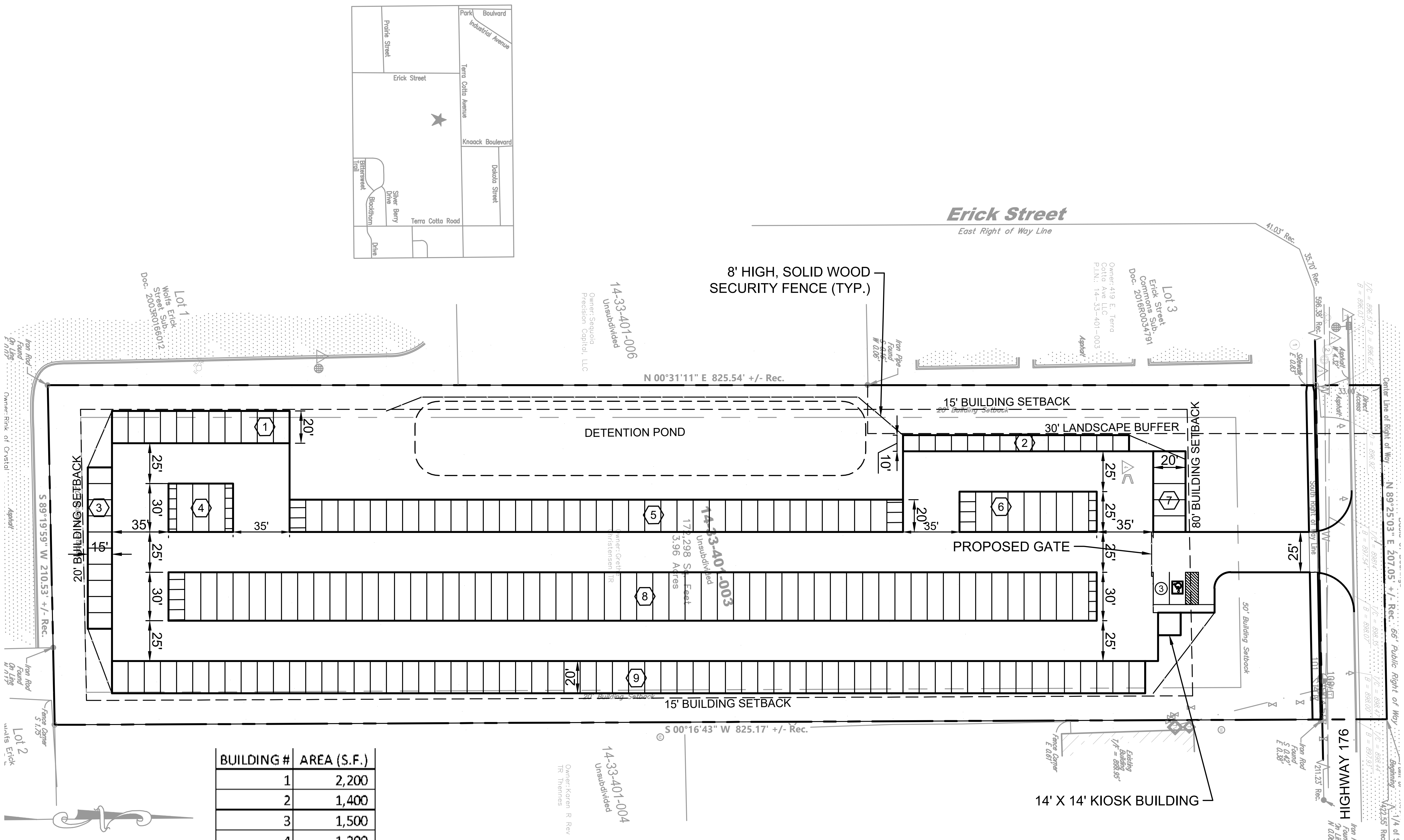
PROJECT NUMBER

2215SOA

SHEET NUMBER

A400

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BUILDING #	AREA (S.F.)
1	2,200
2	1,400
3	1,500
4	1,200
5	7,600
6	2,125
7	1,000
8	17,250
9	12,800
Total	47,075

TOTAL SITE AREA = 164,013 S.F. = 3.77 ACRES

TOTAL SITE IMPERVIOUS AREA = 96,634 S.F. = 2.22 ACRES
= 58.9% TOTAL SITE AREA (70% MAX.)

Gresham Smith

GreshamSmith.com

222 Second Avenue South
Suite 1400
Nashville, TN 37201

615.770.8100

STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

Revision		
No.	Date	Description

CONCEPT PLAN

Project Number 46724.01
07.27.2023

This Line Is 3 Inches When Printed Full Size

\\global.gsp\data\nf\na_nf08\4672401\01Work\01CAD\06LP\4672401C-200_ConceptPlan.dwg - Nicholas Coates - 7/26/2023 3:32:12 PM

he property has direct physical access to Terra Cotta Avenue, a public
of way.

he record description of property mathematically closes with no gaps,
or overlaps.

he distance to the nearest intersecting street, Erick Street, is 673.11
nd is shown on the survey.

here was no evidence of any refuse or use as a solid waste dump at
of fieldwork.

here was no evidence of any cemeteries, individual grave sites, or
l grounds at the time of fieldwork.

o building was located on the property at the time of fieldwork.

enchmark - On Site

Bolt on power pole located near the northeast corner of property (as
904.58 survey).
L Elevation = 904.58'

lenchmarks established using GPS Topnet Network. Benchmark
dinate system SPCIL83/NAVD88.

o wetlands were located on property at time of fieldwork.



LANDSCAPE LEGEND

2" CALIPER ORNAMENTAL TREE (REDBUD, FLOWERING CRABAPPLE, JAPANESE TREE LILAC)

6' HEIGHT EVERGREEN TREE (WHITE PINE, NORWAY SPRUCE, EASTERN RED CEDAR)

SHRUB MASSING. 24" HEIGHT/5 GALLON CONTAINER, SPACED 4' O.C. (VIBURNUM, FORSYTHIA, YEW, JUNIPER, ARBORVITAE, SHRUB DOGWOOD)

LANDSCAPE CALCULATIONS

207 L.F. FRONTAGE	
STREET TREES REQUIRED @ 1/40 L.F.	6
STREET TREES PROVIDED	8
FRONTAGE PLANTINGS REQUIRED	
TREES @ 1/40 L.F.	6
SHRUBS @ 1/40 L.F.	60
FRONTAGE PLANTINGS PROVIDED	
9 TREES	
75 SHRUBS	

NOTE: UNDERSTORY TREES USED FOR STREET PLANTING DUE TO OVERHEAD WIRES.

Inverts

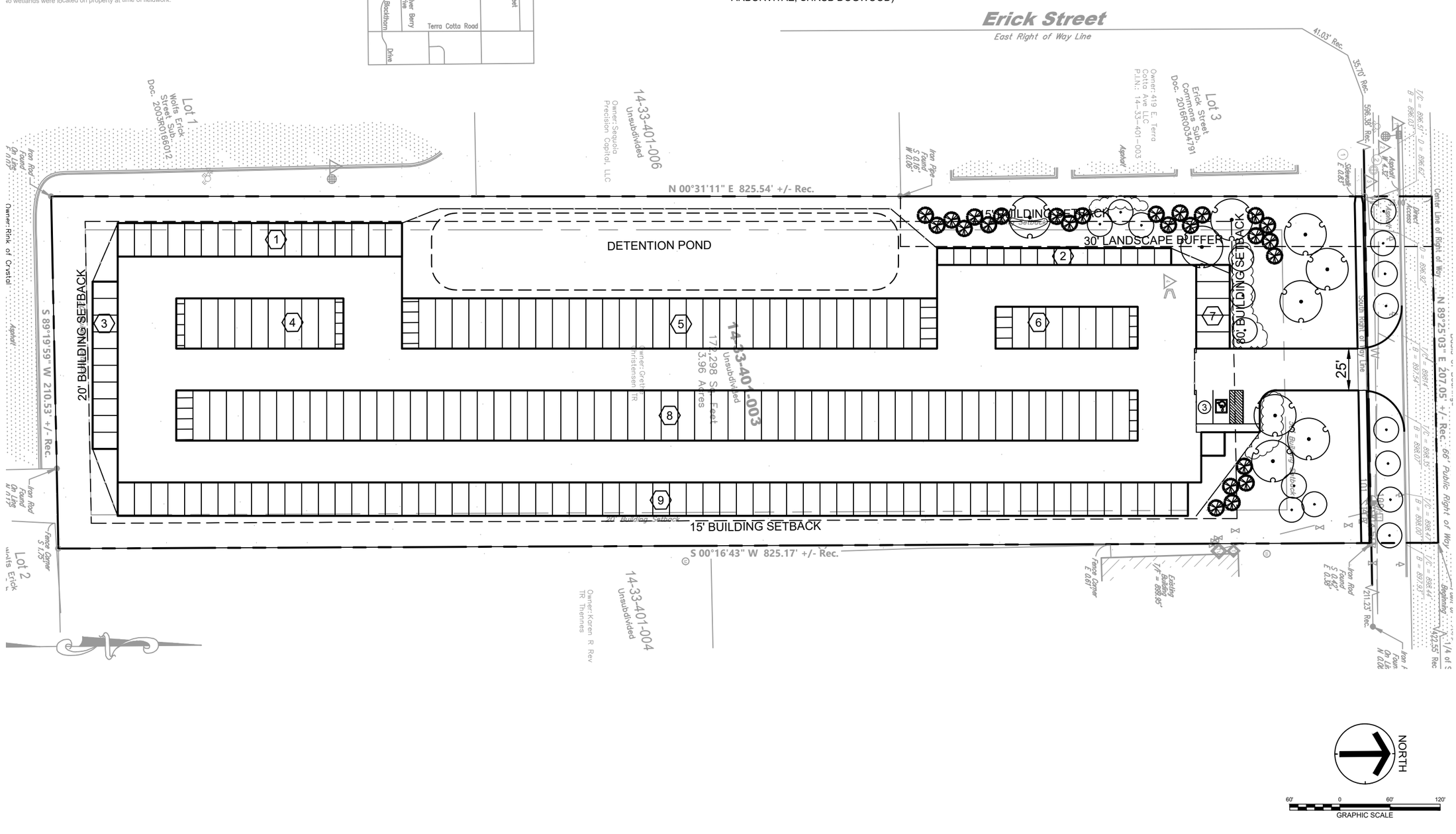
1 Storm Inlet 1
RIM = 895.86'
Unable to Open

2 Storm Catch Basin 2
RIM = 894.85'
N = 891.54'

3 Water Manhole 3
RIM = 895.80'
E/W 15" Watermain
T/P = 890.10'
B/P = 891.95'

4 Culvert Pipe 4
6" Metal = 894.58'

5 Storm Catch Basin 5
RIM = 889.29'
Unable to open



Gresham Smith

GreshamSmith.com

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Suite 1400
Nashville, TN 37201

615.770.8100

STORAGE OF AMERICA

439 E TERRA COTTA AVENUE
CRYSTAL LAKE, IL 60014

Revision

No.	Date	Description

LANDSCAPE PLAN

Project Number 46724.01
07.27.2023

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\\global.gsp\data\nfrea_nf08\46724\01\Work\01CAD\06LP\4672401L200_LandscapePlan.dwg - Terry Mulvaney - 7/21/2023 9:33:13 AM

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date:	June 4, 2024
Item:	REPORT OF THE PLANNING & ZONING COMMISSION Martin Chevrolet
Request:	Special Use Permit Amendment
Petitioner:	Todd Martin, Petitioner Simon Yu, Architect 5220 Northwest Highway
PZC Recommendation:	To approve the petitioner's request and adopt an Ordinance approving the Special Use Permit Amendment for Martin Chevrolet at 5220 Northwest Highway
Staff Contact:	Kathryn Cowlin, Director of Community Development Elizabeth Maxwell, City Planner

---

Background:

- The property is improved with the existing dealership and service department for Martin Chevrolet.
- The request is for two additions to the facility. The first is for a 1,250 square-foot canopy for EV charging vehicles. The second is for a 10,920 square-foot expansion of the service department.
- The additions will match the existing rear building which is metal.
- The additions will create 15 new jobs and help improve Martin Chevrolet's offerings to their customers.

PZC Highlights:

- The PZC found that this request met the Findings of Fact.

The PZC recommended **approval (6-0)** of the petitioner's request for the Special Use Permit Amendment with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Martin Chevrolet, received 04/05/24)

B. Site Plan (Unnamed, received 05/01/24)
C. Architecture Plans (Martin Chevrolet, undated, received 04/24/24)
D. Plat of Survey (VSSI, undated, received 04/24/24)

2. Replace any dead or dying landscape.

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 Department.

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Special Use Permit Amendment for Martin Chevrolet, please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: _____ Date: 5/28/24
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Martin Chevrolet, received 04/05/24)
   B. Site Plan (Unnamed, received 05/01/24)
   C. Architecture Plans (Martin Chevrolet, dated
   D. Plat of Survey (VSSI, undated, received 04/24/24)

2. Replace any dead or dying landscape.

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 Department.

PIQ MAP
5220 Northwest Highway



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AMENDMENT FOR MARTIN CHEVROLET AT 5220 NORTHWEST HIGHWAY

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-35) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Special Use Permit Amendment for two additions for Martin Chevrolet at 5220 Northwest Highway; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on April 27, 2024 in the Northwest Herald, held a public hearing at 7:00 p.m., on May 15, 2024, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit Amendment, and

WHEREAS, on May 15, 2024, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Special Use Permit Amendment be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Special Use Permit Amendment be issued as approved by the Planning and Zoning Commission.

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

Section I: That a Special Use Permit Amendment for Martin Chevrolet at the property commonly known as 5220 Northwest Highway (19-04-476-009), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Martin Chevrolet, received 04/05/24)
   B. Site Plan (Unnamed, received 05/01/24)
   C. Architecture Plans (Martin Chevrolet, undated, received 04/24/24)
   D. Plat of Survey (VSSI, undated, received 04/24/24)

2. Replace any dead or dying landscape.

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 Department.

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

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

DATED at Crystal Lake, Illinois, this 4th day of June, 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: June 4, 2024
Approved: June 4, 2024

#2024-35 Martin Chevrolet
5220 Northwest Highway – Special Use Permit Amendment
Project Review for Planning and Zoning Commission

Meeting Date: May 15, 2024

Request: Special Use Permit Amendment

Location: 5220 Northwest Highway

Acreage: Approximately 8.8 acres

Zoning: B-2 General Commerce

Surrounding Properties:
North: M Manufacturing
South: B-2 PUD General Commercial Planned Unit Development?
East: M Manufacturing
West: B-2 PUD General Commercial, M and M PUD Manufacturing

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- 1984, Annexation and Special Use for R&M Auto Leasing, then it was known as Reichert Chevy.
- 2014, Martin Chevrolet was granted a Special Use Permit Amendment for site and building renovations.
- 2015, Martin Chevrolet received a variation for the lighting levels.
- 2019, Martin Chevrolet was granted a Special Use Permit Amendment for the Electronic Message Center sign with variations.
- This request is for a Special Use Permit Amendment to add two additions onto the building.

Development Analysis:

General

- Request: Special Use Permit Amendment to add a 1,250 square-foot canopy for electric vehicles and a 10,920 addition to the shop area.
- Zoning: The site is zoned B-2 General Commerce. This is an appropriate zoning for the dealership.

- Land Use: The land use map shows the area as Commerce. This land use designation is appropriate for this use.

- Site Plan:
  - The addition will be along the west side of the building, filling in an asphalt area for the electric vehicles and along the west and south sides of the building with an addition to the shop area.
  - The additions are not affecting the access, site circulation or parking on the property.

- Elevations:
  - The buildings are steel and will match the existing architecture.

- Engineering Plans:
  - These areas are already impervious so no new detention is required.

Findings of Fact:
Special Use Permit
The petitioner is requesting approval of an amendment to their Special Use Permit. A Special Use Permit requires separate review because of their potential to impact surrounding properties and the orderly development of the City.

Section 2-400 B General Standards for all special uses in the Unified Ordinance establishes standards for all special uses in Crystal Lake. Briefly, the criteria are as follows:

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.
   ☒ *Meets* ☐ *Does not meet*

2. The use will not be detrimental to area property values.
   ☒ *Meets* ☐ *Does not meet*

3. The use will comply with the zoning districts regulations.
   ☒ *Meets* ☐ *Does not meet*

4. The use will not negatively impact traffic circulation.
   ☒ *Meets* ☐ *Does not meet*

5. The use will not negatively impact public utilities or municipal service delivery systems. If required, the use will contribute financially to the upgrading of public utilities and municipal service delivery systems.
   ☒ *Meets* ☐ *Does not meet*

6. The use will not negatively impact the environment or be unsightly.
   ☒ *Meets* ☐ *Does not meet*

7. The use, where possible will preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standards.
   ☒ *Meets* ☐ *Does not meet*

8. The use will meet requirements of all regulating governmental agencies.
   ☒ *Meets* ☐ *Does not meet*

9. The use will conform to any conditions approved as part of the issued Special Use Permit.
   ☒ *Meets* ☐ *Does not meet*

10. The use will conform to the regulations established for specific special uses, where applicable.
    ☒ *Meets* ☐ *Does not meet*

More specifically automobile sales and passenger car rental & leasing must comply with the following standards:

a. Display areas: All vehicle display areas must be paved with an approved surface (Approved surface shall mean asphalt/bituminous, concrete/P.C.C. and any surface that is approved by the City Engineer). Display areas shall be setback a minimum of 5 feet from all adjacent property lines and 10 feet from roadways.

   ☒ *Meets* ☐ *Does not meet*

b. Lighting: All lighting shall be designed and installed to prevent glare or excessive light spillover onto adjacent properties, in accordance with the requirements of Article 4-800, Exterior Lighting Standards.

   ☒ *Meets* ☐ *Does not meet*

c. Public Address Systems: If outdoor speaker or public address systems are installed, the maximum decibel level at the property line shall not exceed 55 where adjoining residential property and 65 where adjoining non-residential property.

   ☒ *Meets* ☐ *Does not meet*

c. Repair bays: Repair bays shall not front adjacent major arterial or collector right-of-ways or towards property that is residential property.

   ☒ *Meets* ☐ *Does not meet*

e. Landscaping: Landscaping is not required within or surrounding vehicle display areas. Parking lot landscaping in accordance with Article 4-400, Landscaping and Screening Standards shall be provided for employee and customer parking areas.

   ☒ *Meets* ☐ *Does not meet*

f. Elevated vehicles: For automobile sales uses, up to 2 new vehicles are permitted on an elevated display, with a maximum height of the structure display being no more than 5 feet.

☒ *Meets* ☐ *Does not meet*

g. Accessory uses: Accessory uses and structures, such as car wash facilities and their incidental functions (vacuums and air compressors) shall be set back a minimum distance of 50 feet from all rear and side property lines abutting residential property. These facilities shall not be open to the public, unless as Special Use Permit is obtained.

☒ *Meets* ☐ *Does not meet*

h. Parking on right-of-way: No vehicles offered for sale shall be parked on the public right-of-way.

☒ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use – Commerce

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

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Martin Chevrolet, received 04/05/24)
   B. Site Plan (Unnamed, received 05/01/24)
   C. Architecture Plans (Martin Chevrolet, dated
   D. Plat of Survey (VSSI, undated, received 04/24/24)

2. Replace any dead or dying landscape.

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 Department.

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

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

Owner Information

Name: 5220 Northwest LLC

Address: 5220 Northwest Hwy
Crystal Lake, Il 60014

Phone: 847-833-4740

E-mail: tmartin@martin-chevy.com

Project Name & Description: Martin Chevrolet Service Addtion

Adding a approx 11,000 sq ft addtion to existing building as well as charging canopy for electric vehicle charging.

Project Address/Location: 5220 Northwest Hwy Crystal Lake, Il 60014

Signature

Todd Martin 4/5/2024

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, MAY 15, 2024
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

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

Elizabeth Maxwell, City Planner, was present from Staff.

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

2024-35 – 5220 NORTHWEST HIGHWAY – MARTIN CHEVROLET – SPECIAL USE PERMIT AMENDMENT – PUBLIC HEARING

Mr. Simon Yu, architect with Simon Design Group, was present to represent the request. He presented the plan illustrating the two additions. He showed images of the existing building and the renderings of the new portions. The building additions will match. The expansion will create 15 new jobs.

Mr. Greenman opened the public hearing. There being no one to speak, he closed the public hearing.

Staff presented an overview of the request.

Ms. Repholz asked about the signage. The petitioner said they will work within the ordinance or request an additional variation if necessary.

Many of the members had no questions and wished the petitioner luck with the expansion and glad business is doing well.

Mr. Greenman stated the request meets the findings of fact and he supports it.

Mr. Gronow made a motion to approve the Special Use Permit Amendment for Martin Chevrolet subject to the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Martin Chevrolet, received 04/05/24)
   B. Site Plan (Unnamed, received 05/01/24)

C. Architecture Plans (Martin Chevrolet, dated
D. Plat of Survey (VSSI, undated, received 04/24/24)

2. Replace any dead or dying landscape.

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 Department.

Ms. Teetsov seconded the motion. On roll call, Members Greenman, Gronow, Mason, Repholz, and Teetsov voted yes. The voted resulted in a 6-0 vote to approve the Special Use Permit Amendment.

REPORT FROM PLANNING

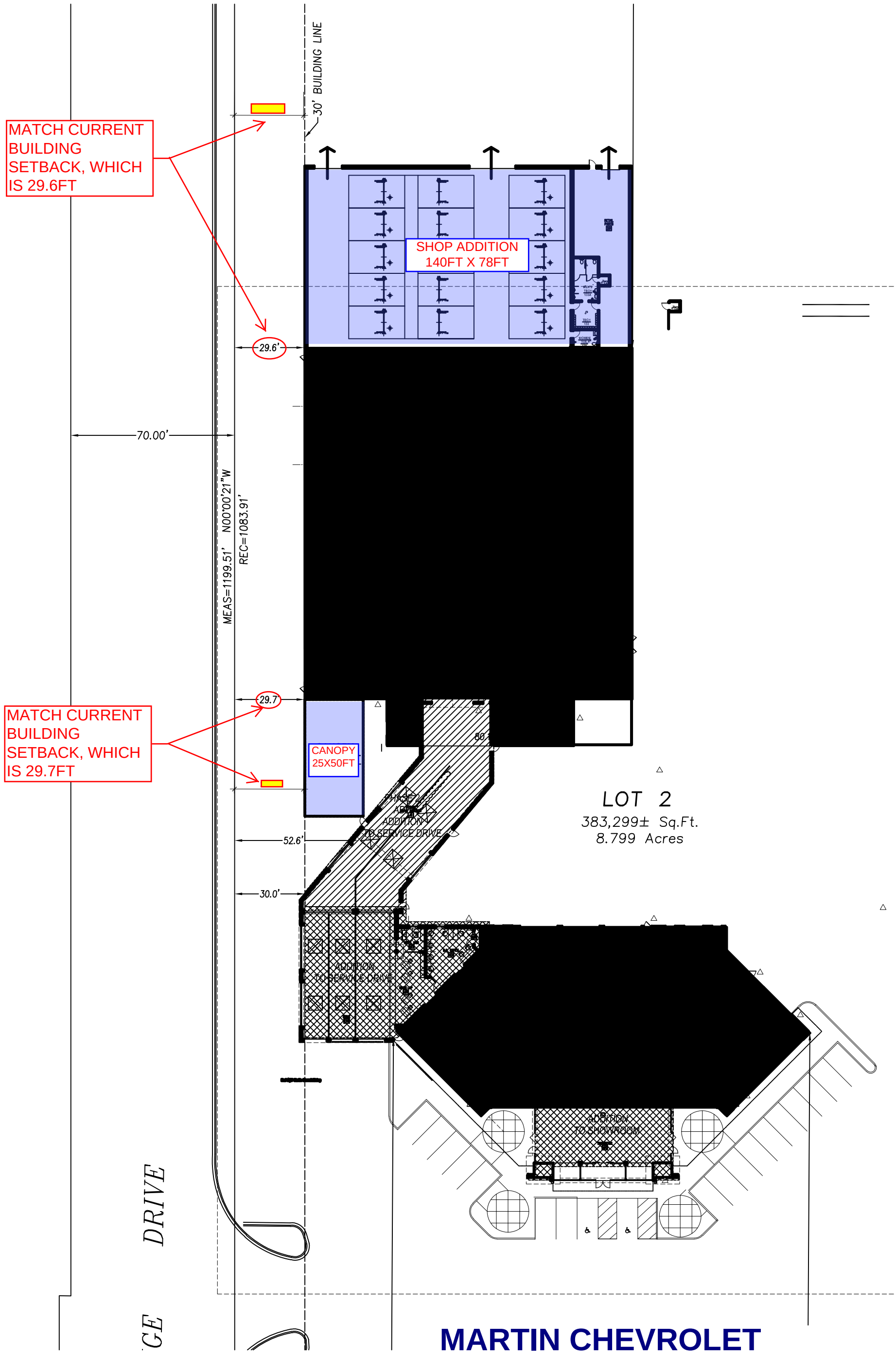
Staff provided an update on recent petitions.

COMMENTS FROM THE COMMISSION

None.

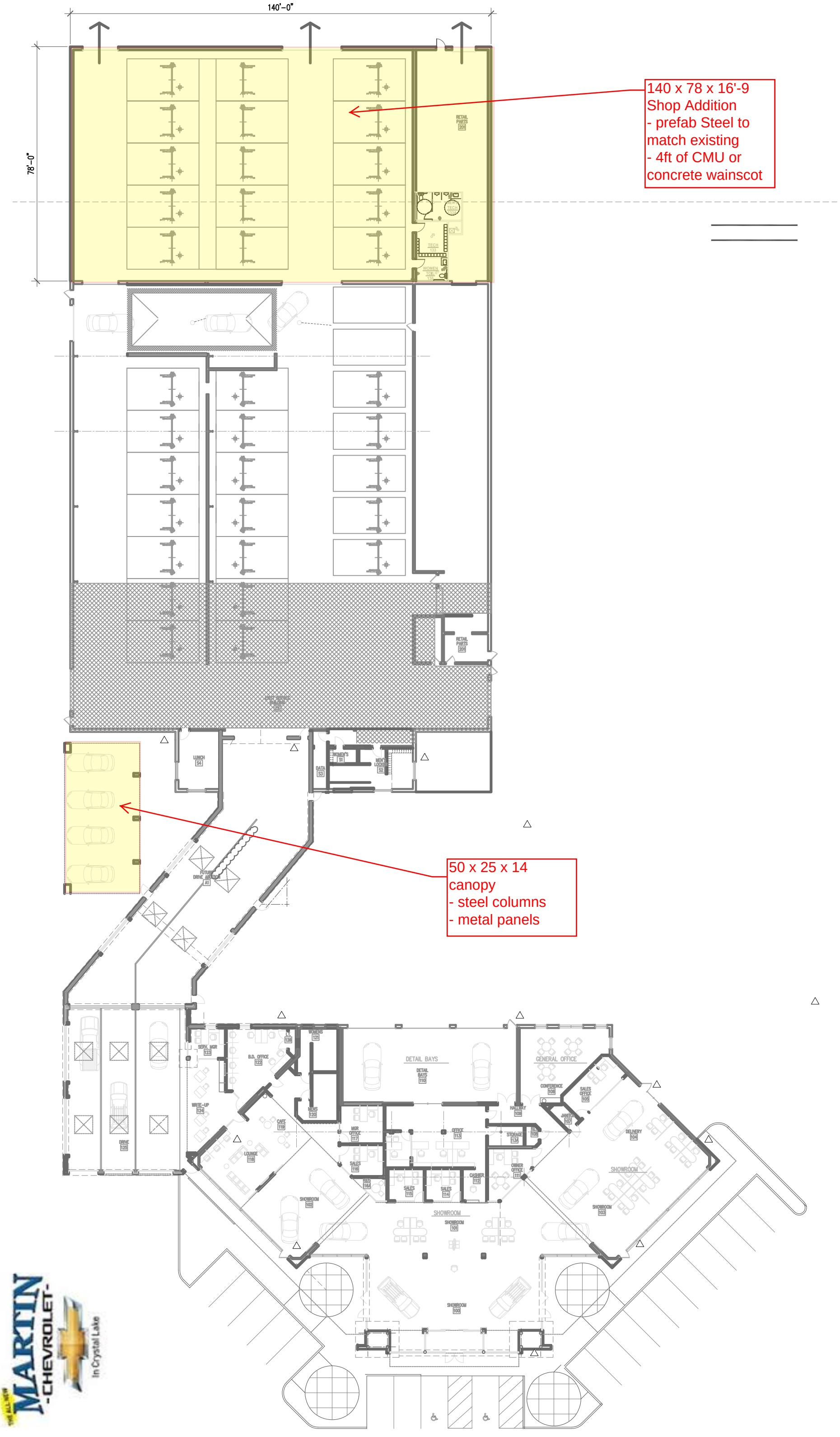
ADJOURNMENT

Ms. Teetsov made a motion to adjourn the meeting. Mr. Gronow seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 10:44 p.m.



MARTIN CHEVROLET
SHOP + CANOPY ADDITION

SCALE: 40FT **4/30/2024**


140'-0"
78'-0"
140 x 78 x 16'-9
Shop Addition
- prefab Steel to
match existing
- 4ft of CMU or
concrete wainscot
RETAIL PARTS 206
TECH 133
WOMEN TOILET 139
LUNCH S4
DATA S3
WOMEN'S S1
MEN'S LOCKER S2
RETAIL PARTS 201
50 x 25 x 14
canopy
- steel columns
- metal panels
SERV. MGR 123
B.D. OFFICE 122
L.T. 126
WOMENS 121
MENS 120
WRITE-UP 124
CAFE 119
LOUNGE 118
DRIVE 125
MGR OFFICE 117
SALES 116
KIDS 116A
SALES 115
SALES 114
CASHIER 112
OFFICE 113
STORAGE 134
HALLWAY 109
DETAIL BAYS
DETAIL BAYS 110
GENERAL OFFICE
CONFERENCE 108
SALES OFFICE 105
JANITOR 107
DELIVERY 104
OWNER OFFICE 111
SHOWROOM 102
SHOWROOM 103
SHOWROOM
SHOWROOM 101
SHOWROOM 100

140 x 78 x 16'-9
Shop Addition
- prefab Steel to match existing

78'-0"

140'-0"

New Lockers and Bathrooms

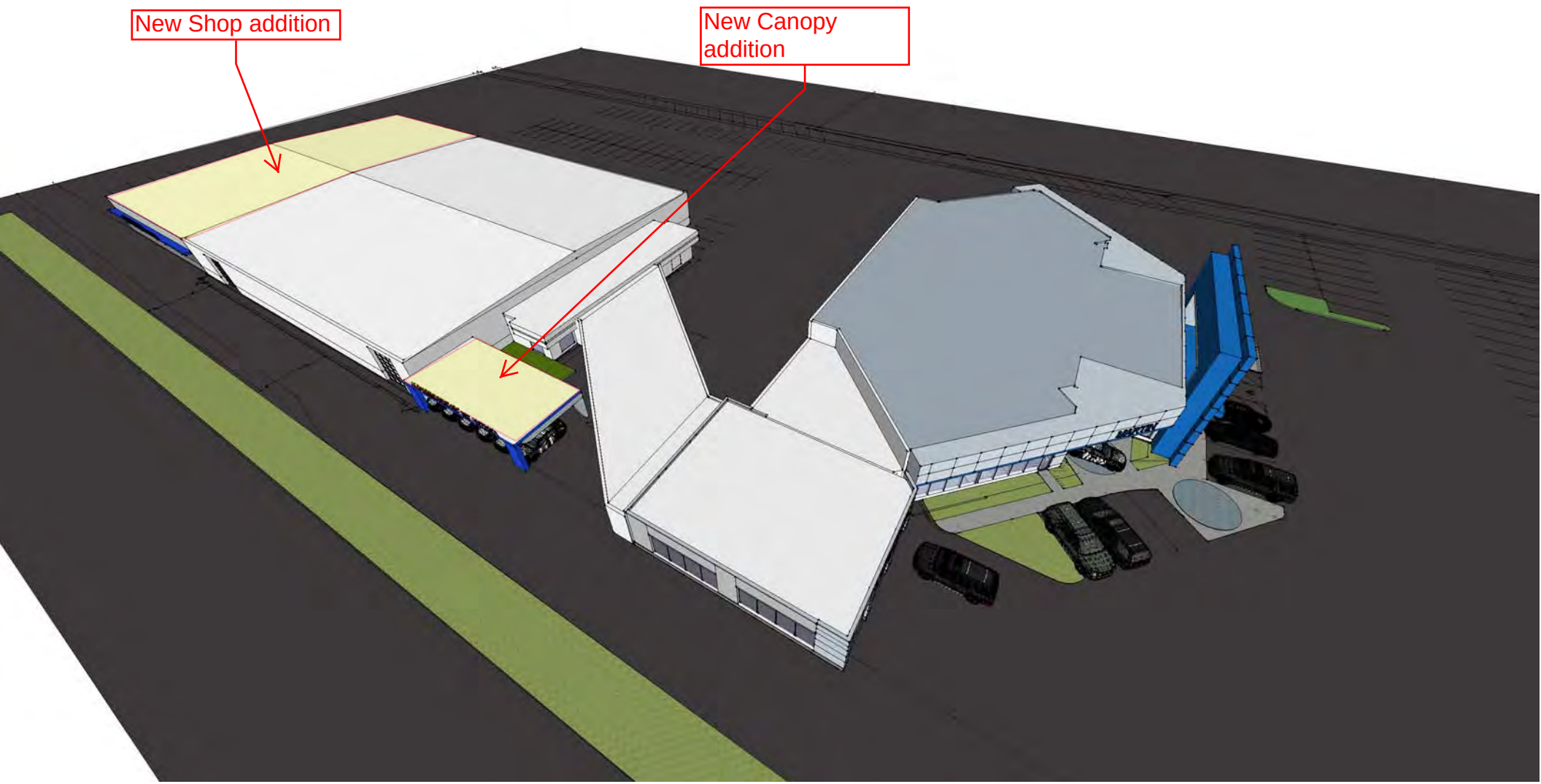
WOMEN TOIL 130

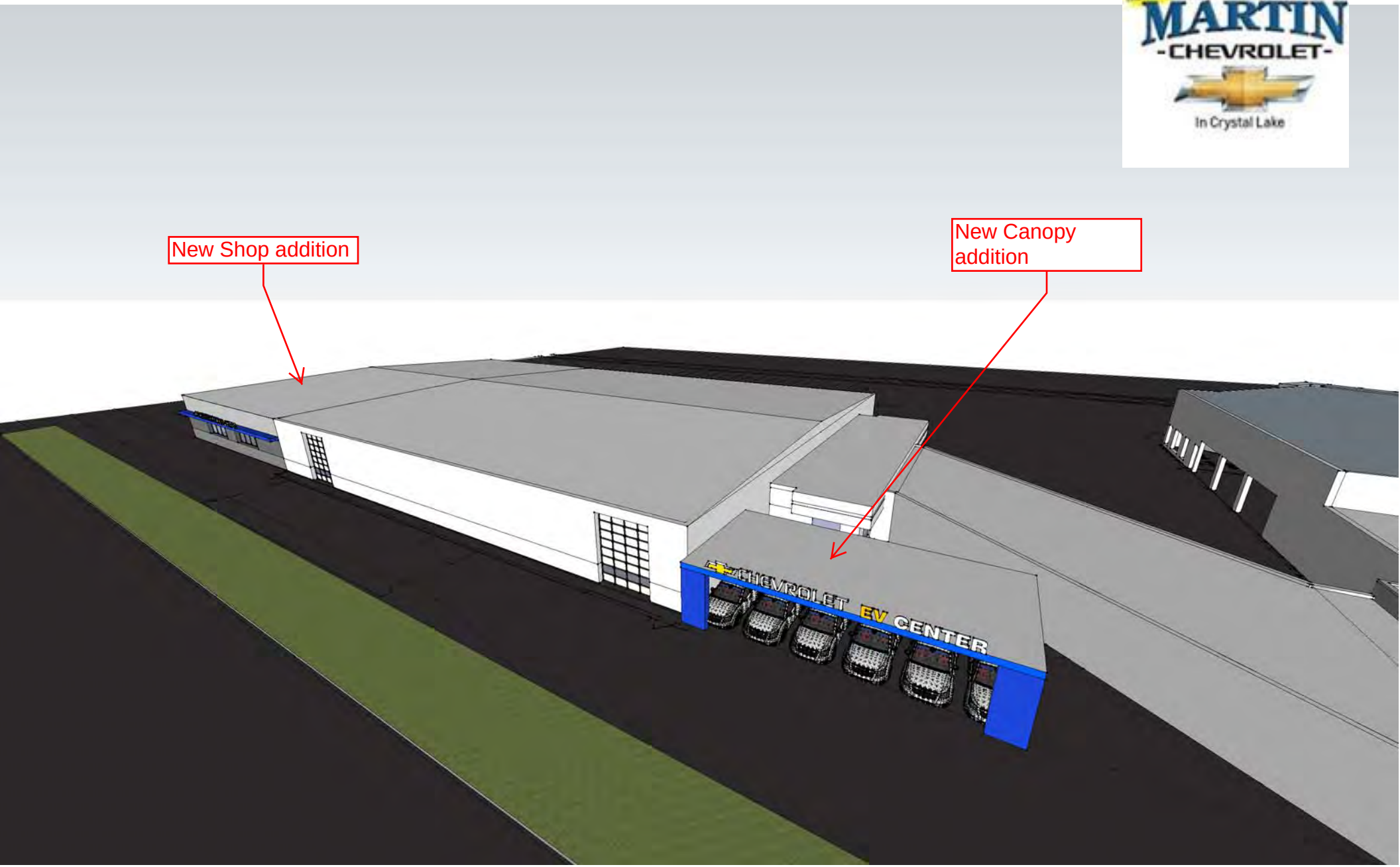
TECH 133

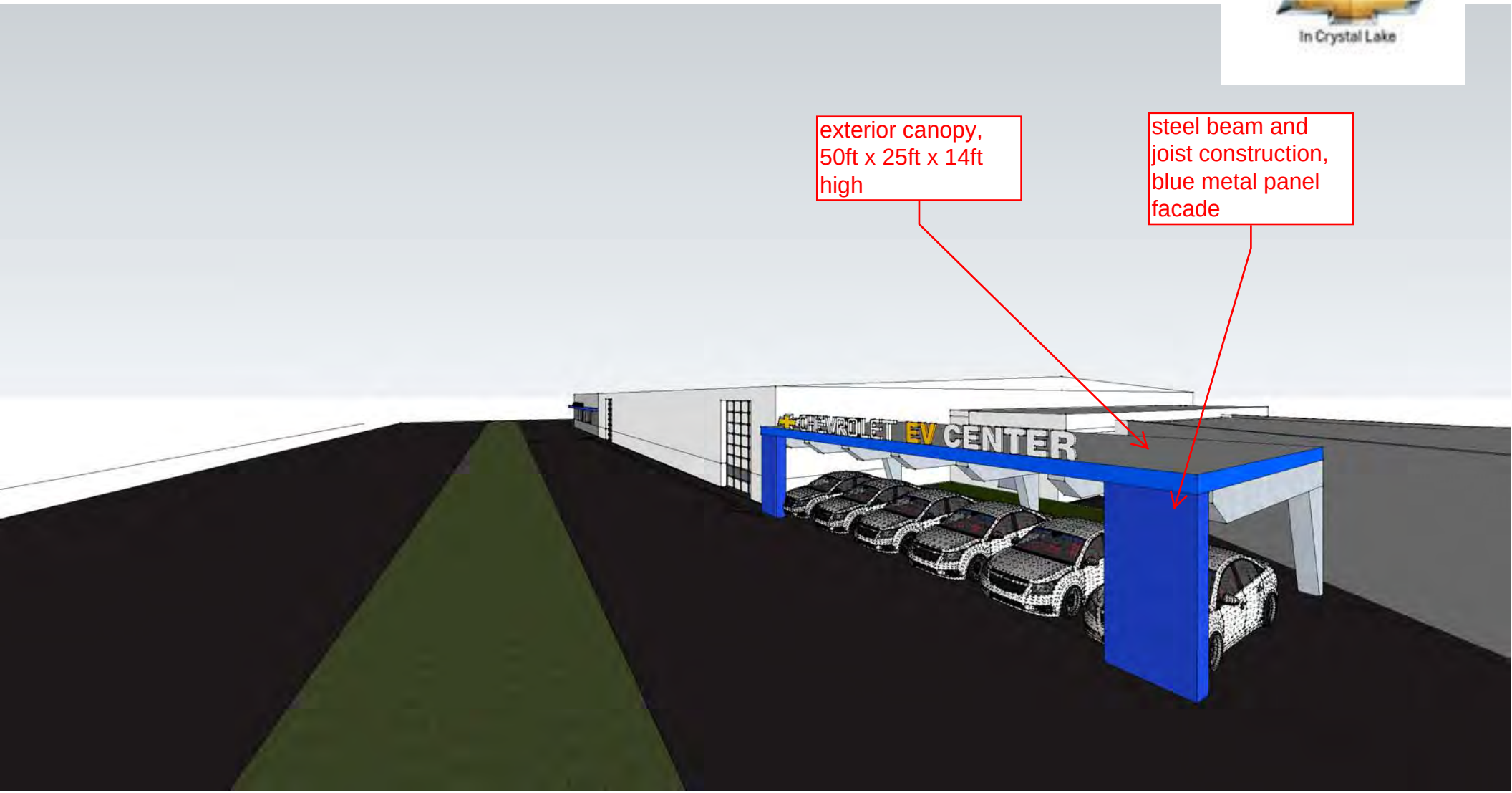
MEN TECH 133A

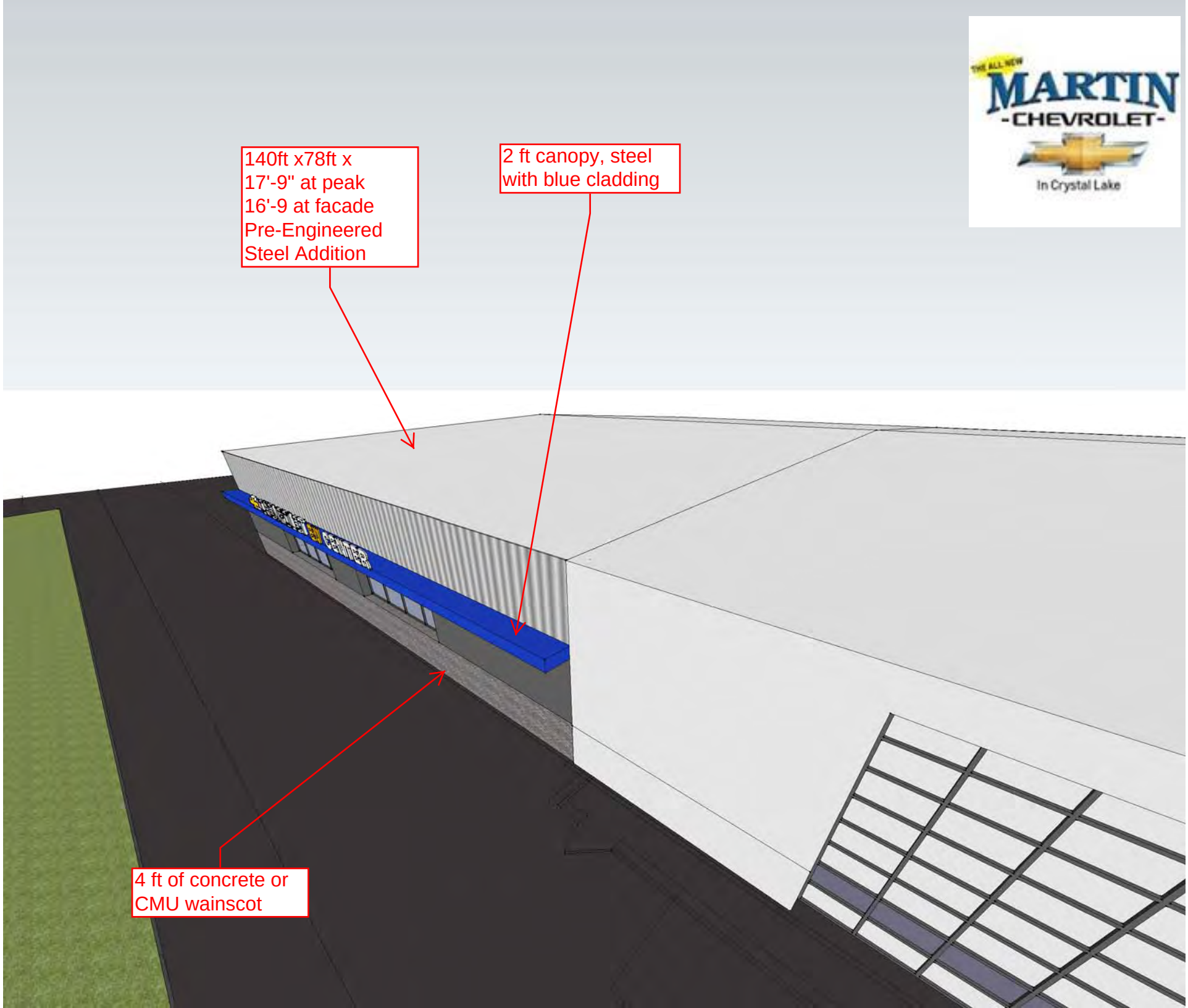
RETAIL PARTS 201

MARTIN -CHEVROLET- In Crystal Lake


New Shop addition
New Canopy addition


New Shop addition
New Canopy addition
CHEVROLET EV CENTER

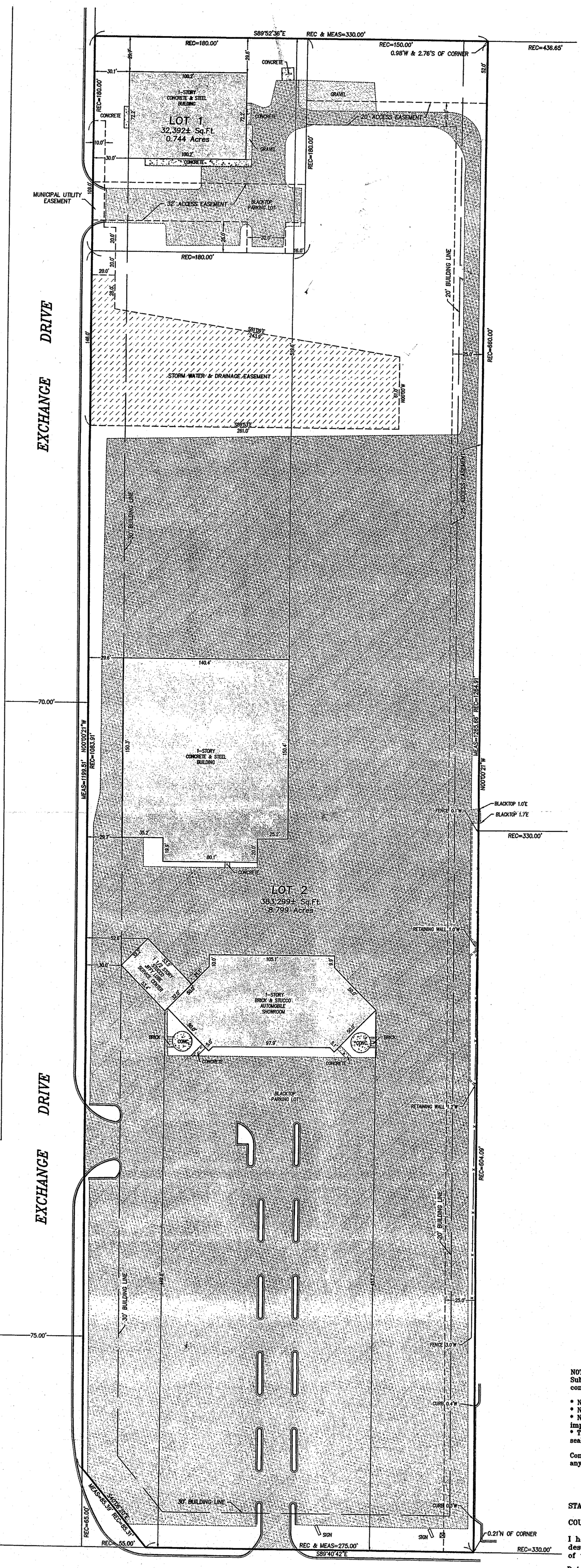

exterior canopy, 50ft x 25ft x 14ft high
steel beam and joist construction, blue metal panel facade
CHEVROLET EV CENTER


140ft x78ft x
17'-9" at peak
16'-9 at facade
Pre-Engineered
Steel Addition
2 ft canopy, steel
with blue cladding
4 ft of concrete or
CMU wainscot
THE ALL NEW
MARTIN
-CHEVROLET-
In Crystal Lake

(815) 337-8310
VANDERSTAPPEN SURVEYING INC.
EST. 1994
1316 N MADISON ST WOODSTOCK, IL 60098

PLAT OF SURVEY

Lots 1 and 2 in Reichert Addition to Crystal Lake, being a Subdivision of part of the East half of the Southeast Quarter of Section 4, Township 43 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded November 23, 1998 as Document No. 1998R0078459 in McHenry County, Illinois.



US. ROUTE 14

TOTAL AREA= 415,691± Sq.Ft. 9.543 Acres

LEGEND	
☼	LIGHT
▪	AMERITECH RISER
O	FOUND IRON PIPE
●	FOUND IRON BAR
⊠	TRANSFORMER PAD
◉	SET IRON BAR

CLIENT: CHARLES RIVER DEVELOPMENT
DRAWN BY: CPM CHK'ED BY: WJV
SCALE: 1"=40' SEC. 04 T. 43 R. 08 E.
P.I.N.: 19-04-476-009,008
JOB NO.: 040278-1 I.D. MBS BK.___ PG.___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F.

N

P:\PLATS\2004\040278\040278.dwg 6/4/2004 12:14:36 PM CDT

WILLIAM J. VANDERSTAPPEN PROFESSIONAL LAND SURVEYOR 035-002709 ILLINOIS EXP. 11/30/04

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

*** No distance should be assumed by scaling.**
*** No underground improvements have been located unless shown and noted.**
*** No representation as to ownership, use, orpossession should be hereon implied.**
*** This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.**

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

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

I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey.

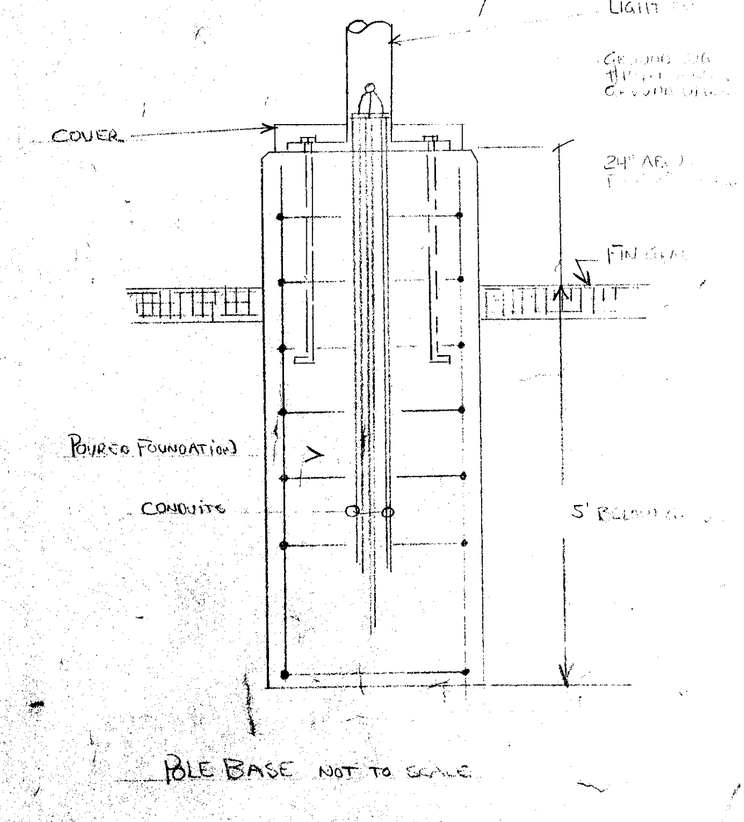
Dated at Woodstock, McHenry County, Illinois 6/4 A.D., 20 04.

VANDERSTAPPEN SURVEYING, INC..
Design Firm No. 184-002792

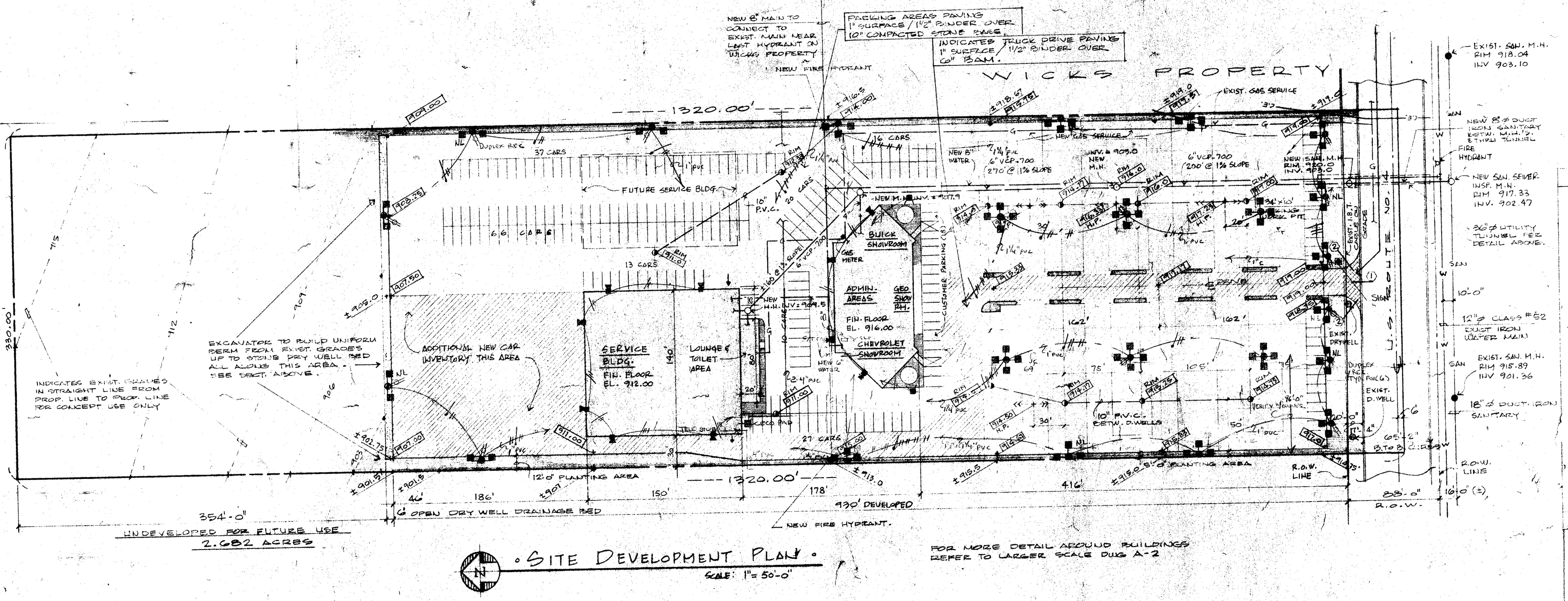
By: _____
Illinois Professional Land Surveyor No. 2709

OUTDOOR LIGHTING: DESCRIPTION / MFG:	WATTS	NOTES
ICM-250-HP-120-QUOB	250	WALL PACK
JPL-23-4-M-10-208-HCG75	1000	POLE HEADS. 20 Ht. ±
SP 2055-120-R2	—	

NOTES: ALL WALL PACKS ON NL CIRCUIT
RECEPTACLES ON FRONT(S) ONLY, CONSULT MEP
SIGN CONNECTED TERMINATE AT NEW CAR BLDG.
ALL UNDERGROUND FEEDS TO BUILDING BLDG.



POLE BASE NOT TO SCALE

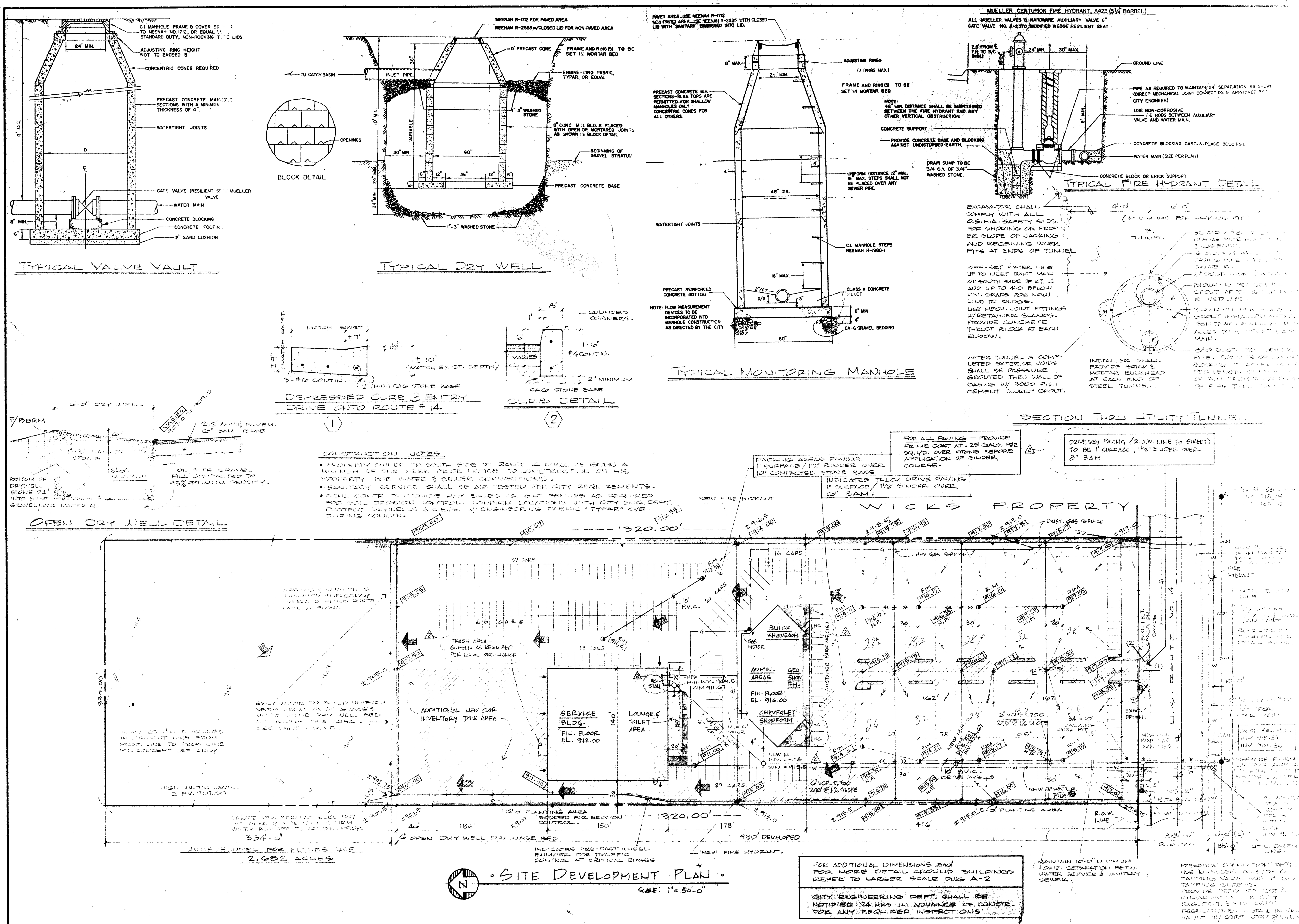


SITE DEVELOPMENT PLAN

SCALE: 1" = 50'-0"

FOR MORE DETAIL AROUND BUILDINGS REFER TO LARGER SCALE DWG A-2

REICHERT CHEVROLET
6-22-81
CE1



REICHERT CHEVROLET / BUICK

CRYSTAL LAKE ILLINOIS

SITE DEVELOPMENT PLAN & DRAWING INDEX

PENCE-SCHWARTZ & ASSOCIATES

306 NO. TERRY ST. ELMHURST IL 60126

312 279 4620

APPROVED BY

DRAWN BY MK

DATE

JOB NO. 83-305

SHEET A-1

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Purchase of a new Keltron LS-7000 Server from Fox Valley Fire & Safety

Staff Recommendation: A motion authorizing the City Manager to execute an agreement with Fox Valley Fire & Safety to purchase and install a replacement Keltron LS 7000 server for the Crystal Lake Wireless Fire Alarm Monitoring system.

Staff Contact: Craig W. Snyder, Fire Rescue Chief

Background:

The City currently has a contract with Fox Valley Fire & Safety for maintenance and monthly installations of new equipment for end users (businesses in Crystal Lake). Keltron Company provides the equipment utilized by the Crystal Lake Wireless Fire Alarm Monitoring (CLWAN) system. The CLWAN is a centralized fire alarm monitoring system that is used by all Crystal Lake businesses. The system currently monitors over 490 locations throughout the city and if the city were to go away from the Keltron product, we would have to replace these units as well at a much greater expense to the city. The city collects a monthly monitoring fee for this service from each location. To ensure continuity and quality control for their products, Keltron Company will only provide pricing to the City's contracted vendor, Fox Valley Fire & Safety, for replacement and repair work. Therefore, Fox Valley Fire & Safety is the sole vendor allowed to perform Keltron equipment replacements. The replacement equipment is in the approved 2024B budget.

The Crystal Lake Fire Rescue Department initially purchased the Keltron radio monitoring equipment and set up the CLWAN system in 2011. The City entered into an agreement with Fox Valley Fire & Safety to perform the installation of the equipment and provide service and maintenance on the equipment on a monthly and as needed basis. The current Keltron monitoring equipment that receives the alarm notifications from our customers has reached the end of its life cycle. This equipment is critical for the CLWAN system to remain active in monitoring our clients throughout the City of Crystal Lake. The benefits of the CLWAN monitored by SEECOM are many, which include:

- Immediate activation to dispatch of fire suppression companies.
- Decrease the number of false activations caused by voltage problems in the phone circuits that are currently being monitored.
- Reliability by allowing for a business owner to have the wireless transmission system diagnosed and problem corrected in an efficient manner by the City's alarm vendor (Fox Valley Fire & Safety).

Recommendation:

The Fire Rescue Department is recommending that the City Council approve the purchase of the replacement Keltron LS-7000 server for the CLWAN system from Fox Valley Fire & Safety, as the sole source provider, for the quoted cost of $154,092. The Finance Director/Procurement Officer has been consulted, and following review of other sources, agrees with the Fire Rescue Department that contracting with Fox Valley Fire & Safety as the sole source for providing the replacement Keltron LS-7000 server, which meets the needs of the City, is in the best interests of the City. The contract has been reviewed by city legal counsel.

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 enter into an agreement with Fox Valley Fire & Safety for the purchase and installation of the Keltron LS-7000 server for the Crystal Lake Wireless Fire Alarm Monitoring (CLWAN) system in the amount of $154,092.

DATED this 4th day of June, 2024

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 4, 2024
APPROVED: June 4, 2024

Nick Hammonds

Subject: RE: Keltron LS 7000 bid

From: Jeff <jeff@contax.net>
Sent: Wednesday, January 24, 2024 9:05 PM
To: Craig Snyder <csnyder@crystallake.org>
Cc: Denise Pappas <dpappas@keltroncorp.com>; Steve Sargent <ssargent@keltroncorp.com>
Subject: Re: Keltron LS 7000 bid

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

Hi Chief,
Thanks for your call today. Yes, it is Kelton's policy to support one dealer for all aspects of network installation and maintenance. Over the last 20+ years of installing over 50 municipal networks and automation in the Chicagoland area, we have learned that is is NOT in the agency or municipality's best interest to have more than one vendor involved in supporting a network.

Having multiple "cooks in the kitchen", so to speak, causes major problems when it came to handling issues that come up in network operations. By having a single "dealer of record" on each network, Kelton's technical support and engineering departments know which dealer they should be supporting and talking to in every situation that comes up with each network. This policy eliminates finger pointing and miscommunications, thus saving time and insuring the smooth and effective operation of a network.

Should you desire to rebid the entire contract for installation and maintenance, then Keltron has no issue providing pricing to all of our Chicagoland authorized dealers.

I hope this makes sense and allows you to move forward. I am always available to talk via phone, Zoom or in person should you wish to do so.

Best regards,
Jeffrey D. Binninger
Chicago Rep
Keltron Corporation
773-931-1500 (Mobile)
781-894-8710 (Factory)



Sent with Spark
On Jan 24, 2024, 1:59 PM -0600, Craig Snyder <csnyder@crystallake.org>, wrote:

Jeff,

Thank you for taking the time to speak with me on the phone today. My question was if you could explain to me Keltron's policy regarding "Vendor of Record". The City of Crystal Lake is currently under contract with Fox Valley regarding the maintenance of our current Keltron System. When we went out for bid last year Fox Valley was the only bidder with other vendors stating to us that "Keltron would not give them pricing". If we were to go out to bid today for only the Installation of the LS 7000 system, it is my understanding that Keltron would only give pricing to Fox Valley based upon them being our Vendor of record? So in other words, Keltron, by policy, does not allow one vendor to be the installer, and another vendor to have the maintenance agreement. If that is correct, then I would need to either use Fox Valley as the installer since they currently have the maintenance agreement, or put the entire install and maintenance agreement out to bid? I hope that makes sense. Again, thank you for your time and if you could offer Keltron's explanation on this I would greatly appreciate it.

Craig Snyder | Chief | Fire Rescue

City Of Crystal Lake | 100 W. Woodstock St. | Crystal Lake, IL 60014

Website: www.crystallake.org | Phone: 815-356-3643

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FOX VALLEY FIRE & SAFETY®
Since 1960
ONE COMPANY DOES IT ALL
Fire Alarm • 24-Hour Monitoring • Fire and Safety Products • Security • Engineered Fire Suppression • Sprinkler Service
2730 Pinnacle Drive • Elgin, IL 60124-7943 • 847-695-5990 • Fax 847-695-3699 • www.foxvalleyfire.com

May 24, 2024

Crystal Lake Fire Department
Attn: Chris Bedore
100 W. Woodstock St
Crystal Lake, IL 60014
Phone: (815) 356-3700 X4232
Cell: (815) 354-7485
Email: cbedore@crystallake.org

Project: Radio System at SEECOM & Station 3

Dear Chris,

The following is a proposal to replace necessary components at your primary Head End & Station 3.

See Pages 3 through 6 for Complete Detailed Specifications

*******Keltron Recommends Replacement Every 5 Years*******

Option A
SEECOM Radio Equipment Rack
Includes Dual (2) LS7000 Automatic Fail over Switch
Parts & Labor Total……$ 132,968.00

Additional Option B
Station 3 LS7000 Single Server
Includes SQL Database Replication from SEECOM LS7000
Parts & Labor* Total……$ 21,124.00

Your Total Investment for SEECOM & Station 3 ……$154,092.00

****Due to Current Global Supply Chain Conflicts, pricing above may only be honored for 60 days from date of proposal.*****

Annual Fee Table below shows adjustments to annual fees once both LS7000 Servers are installed and synchronized together at SEECOM & Station 3.

CRYSTAL LAKE FIRE DEPARTMENT ANNUAL FEES				
		Primary Head End - 100 W. Woodstock Street		
QTY	MODEL#	DESCRIPTION	COST PER QTY ONE (1)	TOTAL COST PER YEAR
1	LS7K-SPT7	**LS 7000 Software Server License/Support** - For **multi-user server with AFO redundancy configuration** annual software use licenses and software maintenance/updates. Note: This is in addition to any other annual license and software maintenance fees	$2,745.00	$2,745.00
1	RFIP-SPT1	**RF7500/RF7100 Radio System Annual Support Fees "Primary Head End" 100 W. Woodstock St**	$545.00	$545.00
1	LS-TECHYR	**Telephone Support** - Annual Keltron business hours telephone technical support	$545.00	$545.00
			Total	**$3,835.00**
		Backup Head End Fire Station 3 - 844 Virginia Road		
1	LS7K-SPT5	**LS 7000 Software Server License/Support** - For **Emergency Operations Center (EOC) Fire Station #3 server** Annual	**$825.00**	$825.00
1	RFIP-SPT1	**RF7500/RF7100 Radio System Annual Support Fees "Backup Head End" 844 Virginia Rd**	**$545.00**	$545.00
			Total	**$1,370.00**
	SEECOM911 ANNUAL FEES			
QTY	MODEL#	DESCRIPTION		
6	LS7K-SPTSNPC	**LS 7000 Software Per Seat License/Support** - For multi user Dispatch software on non-Keltron PCs	$220.00	$1,320.00
			SEECOM911 ANNUAL TOTAL	**$1,320.00**
			Grand Total Annual	**$6,525.00**

After you have had the opportunity to review this information, if it meets your approval, please sign, date, and email this document to my attention at your earliest opportunity.

I look forward to partnering with you on this project and appreciate your careful consideration. If you have any questions or if I may be of further assistance please feel free to contact me at 708-514-8331, or by email at briank@foxvalleyfire.com.

Respectfully,

Brian Kowalkowski

Brian Kowalkowski
Monitoring Account Executive

Credit Terms:

1. All orders are subject to credit approval and may require a deposit; prior arrangements not withstanding.
2. Payment Terms can be established by contacting our Accounts Receivable Department at 224-293-5308 or 224-293-5304.

Approval:
My signature below indicates that I am an authorized agent of the company receiving this proposal and that I have full power and authority to bind our company to the terms of this proposal.

_____ _____

Authorized Signature Printed Name

_____ _____

Title Date



Keltron LS-7000 Hardware Warranty

Keltron is committed to maintaining the highest possible level of system integrity throughout all of our solutions. Part of that commitment is to provide full support of each hardware and software component that constitutes a complete system. This level of support includes comprehensive, in-factory testing and quality control prior to shipping. Since Keltron is ultimately responsible for system integrity, we can only support complete systems. If customers choose to buy a product for the system from a vendor other than Keltron, we cannot support the system as a complete system. This includes the addition of any part of a product such as computer servers or workstations; non-approved cable connectors, displays or printers. If you have any questions as to appropriate product usage as it applies to the Keltron Warranty, please call the factory for clarification.

The Keltron LS-7000 Warranty

The Keltron Corporation warrants all hardware products against defects in workmanship, materials, and construction under normal use and service for a period of ONE YEAR (12-months). Keltron Corporation's responsibility under this warranty is limited to the repair or replacement of defective parts that are returned to the factory, freight prepaid. Repaired parts are returned to the customer from the factory, freight prepaid.

This warranty does not extend to any of our products that in our opinion have been subjected to misuse, neglect, accident, improper installation, or misapplication. The warranty does not cover our products if those products have been repaired or altered outside our factory without our written approval or if third party components or accessories have been substituted for Keltron components or accessories.

Except as provided above, Keltron Corporation makes no warranty of any kind, express or implied, except that the goods sold under this agreement shall be of the standard quality of Keltron Corporation, and the buyer assumes all risk and liability resulting from the use of the goods. Keltron Corporation neither assumes nor authorizes any person to assume for Keltron Corporation any other liability in connection with the sale or use of the goods sold, and there are no oral or written agreements or warranties collateral to or affecting this agreement. Further, Keltron Corporation shall not be liable for consequential damages resulting from any breach of warranty.

Keltron develops and manufactures universally-compatible, UL listed life safety event management systems for the campus, multi-building facility, and municipal markets. Solutions include Ethernet/IP, active network (mesh) radio, distributed multiplex, digital communicator/receivers, and direct wire signaling systems. All specifications are subject to change without notice. For more information visit www.keltroncorp.com or contact us at 781-894-8710.

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KELTRON
life safety event management systems

Keltron's fire and security alarm monitoring solutions protect thousands of municipalities and proprietary facilities, enabling dependable, scalable life safety event response services since 1967.



Keltron is committed to maintaining the highest possible level of system integrity throughout all of our solutions. Part of that commitment is to provide full support of each product that comprises our systems. This level of support includes comprehensive, in-factory testing and quality control prior to shipping. Since Keltron is ultimately responsible for system integrity, we can only support complete products. If dealers choose not to buy complete products from Keltron, we cannot support the warranty on the equipment. This includes the addition of any part of a product such as antennas, transformers, surge arrestors, and non-approved cable connectors or power supplies. Should you have any questions as to appropriate product usage as it applies to the Keltron Warranty, please call the factory for clarification and approval.

The Keltron Warranty

The Keltron Corporation warrants all products against defects in workmanship, materials, and construction under normal use and service for a period of ONE YEAR (12-months), except radio subscriber units and radio head-end equipment (receiver, transceiver, band pass filter) which carry a THREE YEAR (36-months) limited warranty, from the date of shipment. Keltron Corporation's responsibility under this warranty is limited to the repair or replacement of defective parts that are returned to the factory, freight prepaid. Repaired parts are returned to the customer from the factory, freight prepaid.

This warranty does not extend to any of our products that in our opinion have been subjected to misuse, neglect, accident, improper installation, or misapplication. ***The warranty does not cover our products if those products have been repaired or altered outside our factory without our written approval or if third party components or accessories have been substituted for Keltron components or accessories.***

Except as provided above, Keltron Corporation makes no warranty of any kind, express or implied, except that the goods sold under this agreement shall be of the standard quality of Keltron Corporation, and the buyer assumes all risk and liability resulting from the use of the goods. Keltron Corporation neither assumes nor authorizes any person to assume for Keltron Corporation any other liability in connection with the sale or use of the goods sold, and there are no oral or written agreements or warranties collateral to or affecting this agreement. Further, Keltron Corporation shall not be liable for consequential damages resulting from any breach of warranty.

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KELTRON 101A First Avenue, Waltham, MA 02451 voice 800.966.6123 fax 781.899.9652 www.keltroncorp.com

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Ordinance waiving the procurement requirements for professional engineering services under City Code Section 102-8 and awarding the contract for Design Engineering Services for the Depot Park Public Place Project to Gewalt Hamilton

Staff Recommendation: Motion to adopt an Ordinance waiving procurement requirements under City Code Section 102-8 and awarding the proposal for Depot Park Public Place Project design engineering services to Gewalt Hamilton and authorizing the City Manager to execute an agreement with Gewalt Hamilton for the Depot Park Public Place Project Design Engineering Consultant Services in the amount of $296,285.00, approve warranted changes for up to 10 percent of the agreement cost, and to approve warranted completion date extensions.

Staff Contact: Kathryn Cowlin, Director of Community Development
Michael Magnuson, P.E., Director of Public Works and Engineering

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Background:
The City of Crystal Lake began the Downtown Public Place Project in 2022 with a survey and poll of potential projects that would enhance the liveliness, aesthetic and activate public plazas, parks and gathering areas in Downtown Crystal Lake. After receiving overwhelming positive feedback from the stakeholders and general public, the City Council directed staff to continue with the design of four potential public infrastructure enhancement projects: Depot Park, Brink Street Market Plaza, Plaza near Crystal Lake Brewing and Railroad Street shared street concept.

The preliminary engineering for Depot Park was recently completed in February of 2024. The preliminary plan is shown below:



The next step in the process is design engineering. Design engineering will be required to prepare the required plans, specifications, and bidding documents to allow this project to be bid out for construction.

Consultant Selection Process

The City issued a competitive Request for Proposal (RFP) for the preliminary engineering in June 2023. In August 2023, the City Council awarded a contract to Gewalt Hamilton Associates, Inc. (GHA) with their sub-consultants Teksa Associates and Woodhouse Tinucci Architects. The GHA team completed the preliminary engineering and staff was pleased with the GHA team's performance.

Utilizing the same consultant for the final design plans will save money and time due to their familiarity of the project and its challenges and complexities. Issuing a new RFP will likely not result in a better value for the City as a new consultant team would require additional time and fees to verify all the work completed in the preliminary engineering phase by the GHA team. Staff reviewed their proposal, fee, and agrees with the proposed cost. When estimating engineering design fees for budgeting purposes, staff uses a widely accepted industry practice of 8-10% of the estimated construction cost for the design fees. Gewalt Hamilton's proposal is within that range.

Proposed Project Schedule
Design engineering (plans, specifications, estimates, bidding documents) will take the remainder of Fiscal Year 2024B to complete (by December 31, 2024). Staff will propose construction and construction engineering funding in next year's budget (Fiscal Year 2025). Construction, if funded, would start in spring 2025 and be completed that year. Construction will be phased to allow for continual access to the train station during construction and to minimize impacts to the downtown. Staff is already coordinating with the Downtown Crystal Lake/ Main Street Organization for alternate locations for the farmer's market in 2025.

Recommendation:
This contract is being presented with a request to waive the procurement process outlined in section 102-8 of the City Code. The current City Code does not allow for the selection of engineering services based solely on technical expertise or their experience on previous phases of a project (extension of a project). Changing consultants during design can lead to increased costs and/or delays by potentially bringing on a new engineering firm that does not have the institutional knowledge of the previous phase of a project or is not as experienced in a particular facet of design. The City Code is also more restrictive than the state statute governing the selection of engineering services for non-home rule communities (the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535). Staff recommends waiving the procurement requirements outlined in Section 102-8 of the City codes for the following reasons:

- Gewalt Hamilton successfully completed the preliminary engineering. This would be an extension of their previous work.

- Staff has reviewed the proposed scope, fee and hourly rates and finds them comparable to what other similar engineering firms charge for these services.

- Gewalt Hamilton has successfully performed design engineering work and has an existing working relationship with the City.

Based upon the factors discussed above, staff believes that awarding the contract to Gewalt Hamilton would be "the most advantageous to the City" and that Gewalt Hamilton is most well suited for this project. The engineering portion of this project is included in the Fiscal Year 2024B Capital Budget.

Votes Required to Pass:
Two-thirds of the City Council members holding office (four votes) excluding the mayor.

Ordinance #:

ORDINANCE APPROVING THE WAIVER OF PROCUREMENT PROCEDURES OF THE CITY CODE SECTION 102-8

WHEREAS the CITY OF CRYSTAL LAKE has identified the desire to improve the public space at Depot Park as part of the Downtown Crystal Lake Public Place Project; and

WHEREAS, on August 15, 2023 the City awarded Gewalt Hamilton the proposal for preliminary engineering services to complete the concept plans and preliminary engineering for the Depot Park Public Place Project; and

WHEREAS, Gewalt Hamilton satisfactorily completed the preliminary engineering services and therefore has an existing relationship with the City and this specific project; and

WHEREAS, Gewalt Hamilton has a detailed understanding of the City's architectural influence, streetscaping and historical aesthetic; and

WHEREAS, the Mayor and City Council have found and determined that waiver of the formal procurement procedures under 102-8 of the City Code would be in the best interest of the City and its residents.

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

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

SECTION TWO. Waiver of Procurement of Architect, Engineer, and Land Surveying Services. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved and the City Manager is hereby authorized to enter into an agreement with Gewalt Hamilton for design engineering services in the amount of $296,285.00 for the Depot Park Public

Place Project and the City Manager is authorized to approve warranted changes orders for up to ten percent (10%) of the agreement value and to approve warranted time extensions.

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

DATED this 4th day of June, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 4, 2024
APPROVED: June 4, 2024

May 29, 2024

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive ▪ Vernon Hills, IL 60061
847.478.9700 ▪ GHA-Engineers.com

Abigail Wilgreen, P.E., CFM
City Engineer
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

Re: **Proposal for Professional Services**
Crystal Lake Downtown Depot Park – Construction Documents
Crystal Lake, IL
GHA Proposal No. 2024.SD030

Dear Ms. Wilgreen:

Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) for the professional services necessary to produce construction documents for the renovation of Crystal Lake's downtown Depot Park. We propose to continue working with Teska Associates and Woodhouse Tinucci Architects to complete the final architectural, landscape, and engineering plans. Additionally, we are proposing to bring Berg Engineering Consultants, ltd to complete the electrical design on the project.

We look forward to completing these plans for the project and working with the city of Crystal Lake to see the project through construction. We are pleased to have this opportunity and look forward to assisting you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,
Gewalt Hamilton Associates, Inc.

Brian Wesolowski, P.E., CFM
Director of Site Design Services
BWesolowski@gha-engineers.com

Cc: Kathryn Cowlin; Elizabeth Maxwell

Encl.: GHA Proposal No. 2024. SD030

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ▪ FAX 847.478.9701
www.gha-engineers.com

Crystal Lake Depot Park – Construction Documents
Crystal Lake, IL
GHA Proposal No. 2024.SD030

City of Crystal Lake (Client), 10 W. Woodstock Street, Crystal Lake, IL 60014 and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The City of Crystal Lake seeks a qualified consulting firm to develop the construction documents necessary to build on the schematic engineering plans of Depot Park. The preliminary planning began in the autumn of 2023. With input from residents during a public meeting hosted by the City and the Depot Park design collaborative, the schematic plan was presented to the City Council, and final input was received at the January 16, 2024 City Council meeting. Incorporating all feedback and updates, including redevelopment of the Depot Park parking area and PACE bus accommodations, the final Schematic Engineering Plans were delivered to City staff in February 2024. Following completion of that phase, the City is looking to continue its relationship with the design team to develop construction documents for the park improvements.

It is our understanding that engineering plans are to be advanced to facilitate construction of the downtown park improvements in 2025. While most of the preliminary design is complete, architectural features require final input from City staff. The design team will bring in additional experts for specialized roles, namely, an electrical engineer, structural engineer and a fountain system designer.

All design elements appearing within the adopted final schematic site plan will be detailed, specified, and included within the construction documents. All infrastructure and utilities needed to make the design elements a reality will be engineered and overseen through the design and permitting process by GHA, with the help of the design team.

We anticipate 2 meetings with City Staff at City Hall, and 2 public presentations at City Council. The design team will meet regularly during the design process to ensure a seamless bid package is prepared. GHA, Woodhouse Tinucci Architects and Teska Associates will attend both City Council presentations.

Staging of the transition from the current PACE bus route to the proposed PACE bus route will be required of the project's general contractor, with special provisions provided within the bid documents outlining and detailing the sequencing of work to make this transition as seamless as possible. GHA will use our Traffic Engineering division to help coordinate this effort, as well as communicating with the Crystal Lake Police Department, and PACE to help facilitate the initial rerouting with the least interruption to

bus schedules and downtown patrons. With careful planning and use of these resources, GHA will ensure that the transition is as smooth as possible.

Below is a detailed scope of services anticipated as part of this next phase of the project. Our team is excited to continue the relationship with the City and make this vision for Depot Park a reality.

II. Scope of Services

The design team will provide the following services:

A. Geotechnical Investigation

GHA will coordinate with a geotechnical firm to obtain soil borings and an IL-LPC663. We anticipate three (3) borings to a depth of 15' and three (3) pavement cores to a depth of 2' in order to determine the suitability of the soils and pavements for the improvements.

B. Construction Document Phase
Upon authorization to proceed with this phase of the project, GHA will provide the following services:

1. Assistance and coordination with the Client and the design team in developing a Final Site Plan.
2. Development of final site furnishings submittal with approximate costs for review by staff and elected officials.
3. Preparation of final engineering plans for the onsite improvements to include the following:
   a. Title Sheet, including vicinity map.
   b. Existing Conditions Plan and Demolition Plan.
   c. Grading and Drainage Plan showing proposed grades, building elevations, site contours in turf areas, storm sewers with inlet elevations, and overflow routes. This will include rerouting a section of the storm sewer where new terraced seating will be at the southeast corner of the park.
   d. Architectural Plans with layout and details. These plans will include terraced seating area at Woodstock and Main Streets intersection, a second seating structure with raised planting area at park's northeast corner, and the multipurpose raised platform with provisions for electric to structure.
   e. Site Plan indicating pavement limits, drive curbs, building location, decorative pavers, hardscape amenities such as seatwalls and other engineering site improvements on the ground plane.
   f. Site Furnishings Plan with items such as benches, bollards, tables, chairs, planters, bike racks lighting fixtures, trash and recycling receptacles.

g. Fountain feature plans, details and specifications, with appropriate engineer's stamp/certification for permitting purposes.
h. Pergola structure with swings plan with structural calculations, stamped by structural engineer.
i. Utility Plan illustrating watermain and sanitary sewer. The location of public utilities, such as electric, gas, telephone, cable T.V., etc., will be shown on the civil drawings for informational purposes. The design of such utilities is beyond the scope of our services.
j. Electrical Plan
k. Landscape Plan calling out all plant material and details pertaining to the plant selection, installation, topsoil, bed preparation, mulch and seeding.
l. Construction Detail Drawings of site work items such as pavement, curbs, walks, seatwalls, site furnishings, fencing, manholes/inlets, handicap-parking signage, etc.
m. Erosion Control Plan.
n. Miscellaneous sheets as required for permitting, bidding, and construction.

3. Drawing submittals for City Staff review are anticipated at 50% construction documents including selection options for site furnishings, 90% construction documents and 100% construction documents. All submittals are anticipated to be electronic.

4. At each phase of drawing submittal the design team will prepare and submit an Engineer's Opinion of Probable Cost (EOPC) of the site improvements to review the project budget and make adjustments to the design as needed (see section C. below).

5. A contract manual will be prepared for this project. The manual will include front end information provided by the City, if the City does not have front end documentation standard IDOT formatting will be followed. All project specifications will reference IDOT standards and either be included on the drawings or within the manual.

6. The design team will meet interdependently throughout the course of the design to ensure drawings are coordinated and cohesive. It is anticipated that GHA, Teska, & WTA will attend various meetings with the City throughout the course of the project. Below is a list of anticipated meetings.

    a. Virtual design coordination meetings – 4 total

    b. Public hearing in person meetings – 2 total, meetings are anticipated at the 50% and 100% milestones

    c. In person design coordination meetings at City Hall – 2 total, once at 50% and once at 90% review periosds.

    Additional meetings shall be considered beyond the scope of services and will be invoiced as an additional service.

7. Create the staging plan and special provision description regarding the parking lot, and keeping the existing PACE bus lane and route as it currently is, until a switch over to the new layout is constructed and functional.

C. Engineer's Opinion of Probable Cost (EOPC)
GHA shall prepare an engineer's opinion of probable cost at each phase listed in the construction document phase. If after submittal of the 100% documents to the City changes are required to the drawings due to a change in budget from the 90% set subsequent revisions to the plan and cost opinion will be billed as additional services.

D. Permit Coordination

1. GHA will provide stamped and signed drawings by licensed Professional Engineers, Landscape Architects, and Architects, registered in the State of Illinois, for submission to the City in conformance with the McHenry County Stormwater Ordinance.
2. Although no work is anticipated to be within the Metra right of way due to the proximity of the project we anticipate coordination with Metra and a possible permit will be required.

E. Full Site 3D Colored Renderings & Video

a. Prepare full color 3D landscape renderings of the entire project area detailing furniture, pavers, landscaping, structures, and other site elements.
b. In addition to the still photos a full color 3D video fly through of the project will be prepared including animation of vehicles and pedestrians through the park.

III. Services Not Included

Any service not enumerated in Section II. Scope of Services, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.

1. Boundary survey, ALTA/NSPS Land Title Survey, As-built surveys, or other surveying services not specified in Section II. Scope of Services;
2. Additional topography of property above the existing topography prepared during the preliminary engineering phase.
3. Engineering services required by revisions to the approved site plan(s); IE: Major changes to approved preliminary engineering.
4. Permit fees or review fees;
5. Construction phase services and material testing;
6. Preparation and submission of an environmental and/or wetland investigation, wetland mitigation and/or preservation,
7. Coordination with IDOT and County,
8. Conditional Use Permit preparation of exhibits and attendance at meetings.
9. Bidding Assistance
10. Shop drawing review during construction

IV. Engineering, Landscape Architect and Architect Staff

Brian Wesolowski, PM, P.E. will serve as the Project Manager, Mei Zhu, Engineer, P.E. will serve as Stormwater Designer. Tymon Maurer, Engineer, P.E., will serve as Design Engineer. Jodi Mariano of Teska Associates and Janet Cherbak (GHA) will serve as Landscape Architects. Andy Tinucci and Chase Jordan will serve as the project Architects.

Additionally, we anticipate bringing on Berg Engineering for lighting and mechanical design, the Fountain People for the fountain design, CGMT for geotechnical engineering, CE Anderson for structural consultation, and Middleton Construction Company to assist with cost estimation of structures.

V. Compensation for Services

Based upon the scope of services, GHA proposes an approximate fee breakdown as shown below with a total not to exceed fee.

Phase	Cost
Geotechnical Investigation	$6,500.00
Construction Drawings 50% Completion	$104,520.00
Construction Drawings 100% Completion	$140,465.00
Engineers Opinion of Probable Cost	$21,950.00
Permit Coordination	$5,000.00
Bid Manual Preparation	$2,100.00
Full Site 3D Colored Renderings & Video	$14,000.00
Total Professional Fee	$294,535.00
Estimated Reimbursable Expenses	$1,750.00
NTE Professional Fee + Reimbursables	$296,285.00

Reimbursable expenses, including items such as printing, mileage, messenger service, record documents and other non-technical project related expenses, will be billed to the Client at cost.

Additional services requested and authorized by the Client, beyond those outlined in Section II: Scope of Services, will be billed on a time-and-materials (T&M) basis in accordance with the attached GHA Hourly Rates.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made.

VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity

shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

GHA, Inc. shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.	City of Crystal Lake
Brian Wesolowski, P.E., CFM Director of Site Design Services	Eric Helm City Manager
	Date: _____

Encl.: Attachment A
GHA Hourly Rates

GHA GEWALT HAMILTON ASSOCIATES, INC.

An Employee-Owned Company

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:

2024

The following rates will remain in effect until December 31, 2024, at which time they are subject to an annual increase:

PRINCIPAL	$ 264.00
SENIOR PROJECT MANAGER II	$ 240.00
SENIOR PROJECT MANAGER I	$ 220.00
PROJECT MANAGER II	$ 202.00
PROJECT MANAGER I	$ 178.00
ENGINEER VI	$ 212.00
ENGINEER V	$ 192.00
ENGINEER IV	$ 182.00
ENGINEER III	$ 170.00
ENGINEER II	$ 152.00
ENGINEER I	$ 142.00
LAND SURVEYOR IV	$ 214.00
LAND SURVEYOR III	$ 176.00
LAND SURVEYOR II	$ 154.00
LAND SURVEYOR I	$ 136.00
GIS TECHNICIAN IV	$ 186.00
GIS TECHNICIAN III	$ 160.00
GIS TECHNICIAN II	$ 130.00
GIS TECHNICIAN I	$ 110.00
ENVIRONMENTAL CONSULTANT II	$ 150.00
ENVIRONMENTAL CONSULTANT I	$ 138.00

ENGINEER TECHNICIAN V	$ 200.00
ENGINEER TECHNICIAN IV	$ 166.00
ENGINEER TECHNICIAN III	$ 150.00
ENGINEER TECHNICIAN II	$ 126.00
ENGINEER TECHNICIAN I	$ 92.00
LANDSCAPE ARCHITECT	$ 180.00
DATA MANAGER	$ 160.00
DATA TECHNICIAN III	$ 148.00
DATA TECHNICIAN II	$ 132.00
DATA TECHNICIAN I	$ 100.00
CAD MANAGER	$ 220.00
CAD TECHNICIAN III	$ 154.00
CAD TECHNICIAN II	$ 128.00
CAD TECHNICIAN I	$ 100.00
ADMINISTRATIVE II	$ 114.00
ADMINISTRATIVE I	$ 92.00
ACCOUNTING MANAGER	$ 194.00
ACCOUNTING II	$ 144.00
ACCOUNTING I	$ 130.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Approval of a change order providing additional compensation for electrical maintenance and repair services for traffic signals and streetlights provided during the third extension of the contract with Meade Inc., and appropriation of additional Motor Fuel Tax (MFT) funds for the general maintenance covering electrical maintenance services for traffic signals and streetlights

Staff Recommendation: 1. Motion to adopt a Resolution approving a change order to the contract with Meade, Inc. for additional compensation of $28,387.00 for electrical maintenance and repair services for traffic signals and street lights performed during the third extension of the contract between May 1, 2023 and April 30, 2024

2. Motion to adopt a Resolution appropriating an additional $28,052.00 in MFT funds for electrical maintenance and repair services for traffic signals and streetlights

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

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Background:

The City is responsible for maintaining and repairing traffic signals for 33 intersections as well as 6 rectangular rapidly flashing beacons (RRFB) for pedestrian crossings. The City is also responsible for maintaining and repairing City streetlights in the downtown, along sections of US Route 14, the Metra commuter lots and downtown parking lots. The City maintains and repairs these facilities using qualified maintenance contractors, and uses revenues from the Motor Fuel Tax Fund (for public streets) and Capital Replacement Fund (for parking lots) to fund this work.

The contract for this work was awarded to Meade Inc., and approved on April 28, 2020 (Res.20R-25). The original Resolution for this work authorized a contract to be executed in the amount $158,337.44, authorized the City Manager to execute four one-year extensions of the contract, and

also authorized the City Manager to approve up to 10% in justifiable contract amendments from a contingency allowance.

The contract for electrical maintenance and repair services for traffic signals and street lights provides a fixed monthly cost for scheduled maintenance services, as well as pricing for certain commonly used repair parts. Hourly rates for repairs and emergency services conducted outside of the scheduled monthly maintenance is also included in the contract. Due to the unpredictable nature of emergency repairs (signal knock down, equipment failure, etc.), the costs associated with this contract vary from year to year.

In Fiscal Year 23/24, due to additional traffic accidents involving traffic signals and streetlights, expenditures under this contract have exceeded the contracted amount. The City Council is requested to approve the additional amount of $28,387 ($28,052.00 MFT and $335.00 City funding) beyond the original Resolution (Res.20R-25) authorization of $158,337.44. An ordinance approving a change order is required to approve this additional compensation.

The City uses Motor Fuel Tax (MFT) funds for work conducted under this contract that involves the maintenance and repairs of traffic lights and street lights located on roadways. The Illinois Department of Transportation (IDOT) administers MFT funds and therefore the City must follow IDOT procedures and requirements. IDOT requires a separate Resolution to allocate MFT funds. The attached Resolution will allocate the additional required $28,052.00 for the IDOT maintenance year (24-00000-00-GM). The City has sufficient reserves in its MFT Fund for this expenditure. The remaining $335.00 will be paid for by City funds.

Votes Required to Pass:
A simple majority vote

RESOLUTION APPROVING CHANGE ORDER

WHEREAS on April 28, 2020, the CITY OF CRYSTAL LAKE approved the execution of a contract, including up to four one-year extensions, for $158,337.44 for electrical maintenance services for traffic signals and street lights including routine maintenance and emergency repairs with Meade, Inc. (Res.20R-25); and

WHEREAS due to traffic accidents causing damage to traffic signals and street lights during the third one-year extension, between May 1, 2023 and April 30, 2024, the City requires approval of funds to pay for the emergency repairs to traffic signals and street lights, necessary for public safety, that exceeded the original approved resolution amount by $28,387.00 ; and

WHEREAS, the Mayor and City Council have determined that 1) the circumstances said to necessitate the changes in the agreement with Meade, Inc. were not reasonably foreseeable at the time the contract was signed; 2) the change is germane to the original contract as signed and 3) the change order is in the best interests of the City of Crystal Lake; and

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

BE IT FURTHER RESOLVED that the change order to the agreement with Meade, Inc. for the third extension of the contract, between May 1, 2023 and April 30, 2024, is hereby approved and the City Manager is authorized to increase the upper level of compensation to Meade, Inc. to $186,724.44, an increase of $28,387 beyond original approved resolution amount (Res.20R-25), and to execute all documents necessary to effectuate the change in the agreement with Meade, Inc.

DATED this 4th day of June, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 4, 2024
APPROVED: June 4, 2024

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
1	McHenry		Supplemental	24-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Crystal Lake (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of

Twenty-eight thousand fifty two Dollars ($28,052.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/23 (Beginning Date) to 12/31/24 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Crystal Lake (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I _____ (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council (Governing Body Type) of Crystal Lake (Name of Local Public Agency) at a meeting held on 06/04/24 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.
Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: June 4, 2024

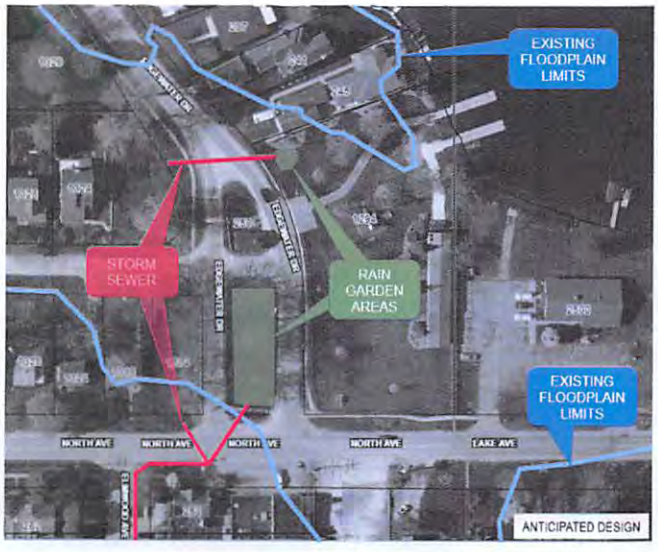
Item: Approval of a change order providing additional compensation for design engineering services for the Edgewater Drainage Improvement

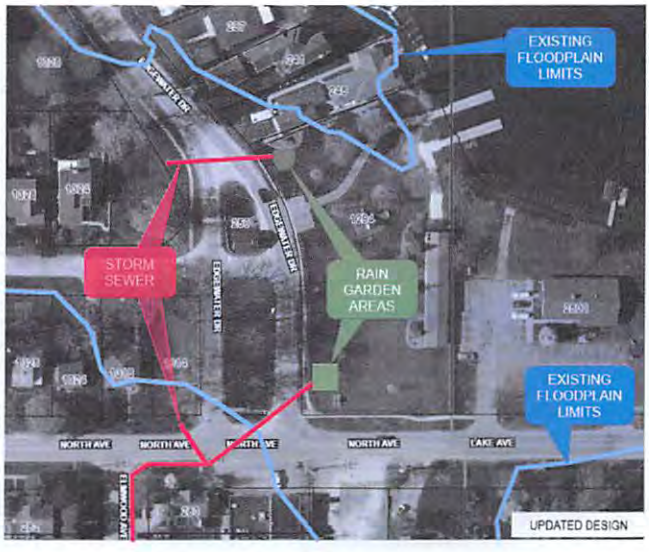
Staff Recommendation: Motion to adopt a Resolution approving a change order to the contract with Clark Dietz for additional compensation in the amount of $4,680.00 for design services to modify the design for the Edgewater Drainage Improvement

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

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Background:
The City hosted a public open house for the Edgewater Drainage Improvement on April 30, 2024. Twelve invitation letters were sent to the adjacent properties, and three residents attended the meeting. Residents were supportive of the improvement in general, but were not in favor of a rain garden in the median. They questioned where the truck/boat trailers would park if the dry grass median wasn't available. They expressed concern that if this area was converted to a rain garden, vehicles with trailers utilizing the boat launch would park in the neighborhood streets. Staff also reached out to the Crystal Lake Park District who had the same concerns.





To make this modification, the City's consultant Clark Dietz will need to modify the plans, specifications and estimate of cost to eliminate the rain garden in the median. Staff has reviewed the proposed level of effort and additional cost of $4,680.00 and has determined that it is appropriate and is recommending approval of the change order. The new total contract amount is $86,170.00. Construction is anticipated to commence in late summer.

Votes Required to Pass:

A simple majority vote

RESOLUTION APPROVING CHANGE ORDER

WHEREAS the CITY OF CRYSTAL LAKE is desirous of designing a stormwater improvement near Edgewater Drive to reduce flooding in the area during high intensity rain events; and

WHEREAS the CITY has retained the engineering firm of Clark Dietz to develop plans and specifications for the Project; and

WHEREAS in discussion with the public and the Crystal Lake Park District the original design needs to be modified which was above and beyond the original scope of work for the project; and

WHEREAS, the Mayor and City Council have determined that 1) the circumstances said to necessitate the change in the agreement with Clark Dietz were not reasonably foreseeable at the time the contract was signed; 2) the change is germane to the original contract as signed and 3) the change order is in the best interests of the City of Crystal Lake; and

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

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

SECTION TWO. Approval of Change Order. The change order to the agreement with Clark Dietz is hereby approved and the City Manager is authorized to increase the upper level of compensation to Clark Dietz by an additional to $4,680.00 and to execute all documents necessary to effectuate the change in the agreement with Clark Dietz.

DATED this 4th day of June, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 4, 2024
APPROVED: June 4, 2024

Clark Dietz

Engineering Quality of Life

May 24, 2024

Abigail Wilgreen PE CFM, City Engineer
Public Works
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014

Re: Edgewater Drainage Improvement Project

Dear Ms. Wilgreen:

Comments received by the City during the Public Meeting for the Edgewater Drainage Improvement Project have required the need for additional revisions to the project documents to address the concerns of local residents. This letter proposal summarizes our understanding, scope, fee and proposed schedule. This effort will operate under the original Edgewater Drainage Improvement Project contract dated March 23, 2023 and the revisions to the original contract associated with PO 022260, dated June 19, 2023.

Project Understanding

The City of Crystal Lake is requesting modification to the previously completed Edgewater Drainage Improvement Project plans and specifications. These changes include changes to the storm sewer configuration of two sewer segments and the elimination of several rain gardens and culverts along Edgewater Drive, as well as the associated changes to the project quantities and the Engineer's Estimate of Probable Construction Costs.

The scope of the work will consist of the following:

1. Modifications to the project plan sheets to eliminate and/or modify the appropriate areas of the project.
2. Update the Engineer's Estimate of Probable Construction Costs based on the updated quantities.

Assumptions

The assumptions identified in the original contract and modified as part of PO 022260 will remain for this additional work. No new assumptions are anticipated for this effort.

Fee Estimate

Revisions to the existing plans, review of the plan set, compiling of the plans, updates to the Engineer's Estimate of Probable Construction Costs and delivery of these documents to the City is anticipated to take 27 hours and will be billed at the 2024 Clark Dietz General Billing Rates. The total compensation authorized by this Amendment will not exceed $4,680 and increases the total compensation authorized to $86,170.

Schedule

The anticipated timeline for this work is delivery of the prepared documents within 7 days from the approval by the City Council and addressing any City comments within 7 days of receiving comments for a single round of City review comments. This additional effort is anticipated to be complete by June 30, 2024.

Sincerely,
Clark Dietz, Inc.



Chris Gutkowski, P.E.
E-mail: chris.gutkowski@clarkdietz.com

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Collection Agency Services

Staff Recommendation: Motion to adopt a resolution authorizing the City Manager to execute an agreement with Municipal Collection Services, LLC for collection agency services.

Staff Contact: Jodie Hartman, Director of Finance
Adam Orton, Assistant Finance Director

Background:
In order to ensure effective revenue collection, the City utilizes a third-party debt collection agency to pursue delinquent accounts, including utility bills, parking tickets, adjudication, as well as other miscellaneous receivables. The contract with the City's current collection agency has expired.

This service is utilized once the City's internal collection efforts have been exhausted and balances due remain. The City makes every effort to collect balances due through notices and where possible, additional contact via phone and/or email. In the case of ambulance bills, outstanding amounts are sent to collections after notices from the City's contracted third-party agency have been unsuccessful in settling the balance due. In the case of utility bills, accounts may have water service temporarily terminated until the past due amounts are resolved. However, should an account holder sell their property without paying their balance in full, the final bill may be sent to collections for recovery efforts.

On September 1, 2023, the City issued a Request for Proposals for Financial Collection Services. After no proposal submissions were received, the City reached out to potential collection agencies to solicit quotes for debt collection services. Four quotes were received from licensed collection agencies. Staff compared all four agencies and interviewed representatives from each company. All four had comparable fees and as well as experience collecting municipal debt. After narrowing the field down to two, staff checked with each agency's municipal references. A table summarizing the results is provided below.

The City sought a collection agency that would not only effectively collect on delinquent accounts but would also conduct its business in a respectful manner way that protects the City's reputation. Staff considered each company's price, experience and ability to serve the City's debt collection

needs and has determined that Municipal Collection Services, LLC would be the best fit for the City. Municipal Collection Services, LLC is an Illinois-based company that exclusively handles municipal debt. The agency's proposed fee is 30%. Where allowed, these collection fees will be passed along to the debtor rather than be incurred by the City.

Criteria	√ Municipal Collection Services, LLC	Merchants' Credit Guide Company	Credit Service International Corporation	Municipal Collections of America Inc.
Collection Service Fee	30%	20% contingency >79 days =25% >119 days =30%	18% contingency 40% for litigated ambulance	35%
Related Experience	28 years experience in municipal debt; Over 100 governmental clients	25+ years experience in municipal debt; Over 100 governmental clients	60+ years	17 years experience in municipal debt; Over 450 governmental clients
Ability to serve the City's debt collection needs	Yes Illinois based company, handles municipal debt exclusively and allows collection fees to be passed to debtor	No Collections fees are invoices to the City not paid by the debtor	Possibly Mainly Wisconsin based clients and lack of experience in Illinois	Possibly Main focus was on the State of Illinois IDrop program instead of overall municipal collection efforts

The contract term will be three years, with automatic successive renewals of one year each. Either party may terminate either the initial agreement or extensions with sixty (60) days' notice before the end of the period. This allows for continuity of collections efforts, as long as the City remains satisfied with the relationship.

The actual fee earned by the collection efforts will vary based on volume, dollar value and type. However, over the past four years, the incumbent agency has received between $6,700 and $15,340 per year from collection efforts related to City items. Passing on the fees to the debtor will allow the City to retain 100% of those recovered amounts and provide reimbursement to the collection agency for their services.

Recommendation

After review and consideration of several collection agencies, staff is recommending approval of a resolution authorizing the City Manager to execute an agreement with Municipal Collection Services, LLC for collection agency services.

Votes Required to Pass:

Simple Majority

R E S O L U T I O N

WHEREAS to ensure effective revenue collection, the City utilizes the services of a licensed, professional collection agency; and

WHEREAS, the City solicited quotes from four collection agencies and compared the fees, services, and experience of each; and

WHEREAS, Municipal Collection Services, LLC is a licensed collection agency that exclusively handles municipal debt, charges a competitive fee, and has the ability to serve the City's debt collection needs.

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 hereby authorized and directed to execute an agreement between Municipal Collection Services, LLC and the City of Crystal Lake for Collection Agency Services.

DATED this 4th day of June, 2024

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

CITY OF CRYSTAL LAKE
PROFESSIONAL SERVICES AGREEMENT
FOR COLLECTION AGENCY SERVICES

THIS AGREEMENT (the "***Agreement***") is dated as of the 4th day of June, 2024 ("***Effective Date***") and is by and between the **CITY OF CRYSTAL LAKE**, an Illinois home rule municipality (***"City"***) and **MUNICIPAL COLLECTION SERVICES, LLC**, a collection agency (***"Consultant"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City's home rule and statutory powers and other applicable authority, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant to provide all necessary professional services and to perform the work described herein in connection with the project identified below:

Collection Agency Services (the "***Project***").

B. Project Description. The Consultant will provide professional services to the City in connection with the Project, as more fully set forth in the proposal and scope of services attached hereto as Exhibit A (the "***Services***").

C. Representations of Consultant. The Consultant has submitted to the City a description of the Services and represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature. The Consultant further represents that it has the necessary professional training, experience, and qualifications to produce all work product and deliverables required to complete the Services. The representations expressed in this section shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved to the City.

The Consultant will be solely responsible for the accuracy and completeness of all required plans, reports, technical information, and other submittals (collectively, "Deliverables") and acknowledges that (i) the City will not be responsible for reviewing any Deliverables on a technical basis, and (ii) no review by the City of any nature shall be implied by its acceptance of the Deliverables.

D. Agreement Amount. The Consultant's fees for performance of the Services under this Agreement shall be as outlined in Exhibit B unless a change order or amendment to the Fee Proposal is approved in writing by both Parties in the manner provided by Subsection 8.A of this Agreement (the "***Fee Proposal***").

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon the Effective Date. After commencing the Services as provided herein, the Consultant shall diligently and continuously prosecute the Services throughout the Term of this Agreement (***"Time of Performance"***).

D. Reporting. Upon request of the City Manager or the Manager's designee, the Consultant will promptly report to the City regarding the status or progress of any of the Services during the term of this Agreement.

E. Final Acceptance. The Services, or any discrete portion thereof, shall be considered complete on the date of final written acceptance by the City, which acceptance shall not be unreasonably withheld or delayed.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Invoices and Payment. The Consultant shall be paid as provided in the Fee Proposal. The Consultant shall submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in the Fee Proposal. The City shall pay to the Consultant the amount billed within 60 days after its receipt and approval of such an invoice.

B. Records. The Consultant shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Term of the Agreement and for three years after the termination of the Agreement.

C. Claim In Addition To Agreement Amount. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the City, then the Consultant shall submit a written change order request to the City within 7 days after the occurrence of such action. No claim for additional compensation shall be valid unless made in accordance with this Subsection. The City shall promptly review a submitted change order request, but no change to the Fee Proposal or to the amount of compensation due to the Consultant for the Services ("***Agreement Amount***") shall be valid unless and until the change is approved in writing by both Parties in the manner provided by Subsection 8.A of this Agreement. Regardless of the City's decision relative to any change order request submitted by the Consultant, the Consultant shall proceed with all work required to complete the Services in accordance with this Agreement and without interruption.

D. Taxes, Benefits, and Royalties. The Fee Proposal and Agreement Amount include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Any claim for additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The individuals identified as key personnel in Exhibit A are hereby designated as key project personnel for the Services (the "***Key Project Personnel***") and shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to termination, reassignment, resignation, or retirement of any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone, or for any delay or extension of the Time of Performance, as a result of any such termination, reassignment, retirement, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the Agreement Amount, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term ***"Confidential Information"*** shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement (***"Time of Disclosure"***); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures to protect the confidentiality of Confidential Information that are at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a confidentiality and non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE; LIABILITY.

A. Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, to the fullest extent permitted by law and without regard to the availability or unavailability of any insurance either of the City or the Consultant, indemnify, save, hold harmless, and defend the City, and its officials, officers, employees, agents, attorneys, and representatives against any and all injuries, lawsuits, claims, suits, demands, damages, liabilities, judgments, losses, costs, and expenses, arising or alleged to have arisen out of, as a consequence of, or in relation to the Consultant's performance of, or failure to perform, the Services, or any part thereof, or any other obligation of Consultant under this Agreement (including without limitation, review of plans and other technical documents, construction inspection services, and/or failure to meet any representations, warranties, or certifications of Consultant set forth in this Agreement), including attorneys' fees, litigation or defense costs, and expenses, except to the extent caused by the City's sole negligence.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance (and, if requested by the City, copies of insurance policies), all with coverages and limits acceptable to the City and evidencing at least the minimum insurance coverages and limits, restrictions on modification or cancellation, and additional insured endorsements as set forth in Exhibit C to this Agreement. For good cause shown, the City Manager may extend the time for submission of the required certificates or policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City Manager may impose in the exercise of his or her sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies satisfactory to the City that meet the minimum standards for acceptability as set forth in Exhibit C. The Consultant shall, at all times during the Term of this Agreement (including, without limitation, at all times while correcting any failure to meet representations, warranties, or certifications of the Consultant under this Agreement), maintain and keep in force, at the Consultant's expense, the insurance coverages provided herein.

D. Subcontractor Insurance. Unless otherwise provided in Exhibit C, Consultant shall include any and all subcontractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements applicable to the Consultant's insurance as stated herein.

E. Assumption of Liability. Consultant assumes liability for any and all injury to or death of any person or persons, including without limitation any employees of the Consultant, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person, persons, or entity occasioned by or in any way arising out of Consultant's performance of the Services.

F. No Personal Liability. No elected or appointed official, officer, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any agent, employee, or subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City official, employee, or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed by or associated with the Consultant has any interest that would conflict in any manner or degree with the Consultant's performance of its obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the Consultant's performance of its obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a specially designated national and blocked person (as defined in Presidential Executive Order 13224, as amended) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further

represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify, and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Term; Termination.

1. Term. This Agreement shall be in full force and effect for a term beginning on the Effective Date and continuing until the completion of the Services as set forth in Exhibit A or the termination of this Agreement as provided herein (the "***Term***").

2. Termination for Convenience. The City may terminate this Agreement during the Term without cause by providing 15 days' prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid in accordance with the Fee Proposal (but not in excess of the Agreement Amount) for Services actually performed and authorized reimbursable expenses actually incurred, if any, prior to the effective date of termination.

3. Default; Termination. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures timely completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

a. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

b. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except that the City shall pay Consultant for the Services rendered and accepted, and authorized expenses incurred up to the date of termination.

c. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. Compliance with Laws and Grants. Consultant shall perform all work related to the Services, the Project, and this Agreement in compliance with all applicable federal, State, and

local statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; the Occupational Safety & Health Act; and any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, sexual orientation, disability, or other protected classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. Additionally, Consultant shall obtain, and shall ensure that the Services are provided, performed, and completed in accordance with, all required governmental permits, licenses, or other approvals and authorizations. Consultant shall be solely responsible to submit all applications, reports, data, and information; give all notices; pay all fees; and take all other actions that may be necessary to ensure Consultant's compliance with this paragraph. Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or Consultant with respect to this Agreement or the Services, provided that Consultant has been given reasonable notice of such grant conditions.

To the extent that the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, (the "***PWA***") applies to the Services or any portion thereof, it is the Consultant's obligation to pay (and require any subcontractor to pay) prevailing wages as established by the Illinois Department of Labor and in accordance with the PWA for each craft or type of work needed to complete the Services. The prevailing wage rates are established, and are revised from time to time, by the Illinois Department of Labor and are available on the Department's official website at: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx. If the Consultant determines the PWA is applicable to the Services, or any portion thereof, the Consultant shall post or provide notice of the prevailing wage rates in accordance with the PWA. Any increases in costs to the Consultant due to changes in the prevailing rate of wages during the Term of this Agreement shall be at the expense of the Consultant and not at the expense of the City. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Consultant shall be solely responsible to maintain and file accurate payroll and other records in the manner set forth in, and as required by the PWA.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof. In addition, with respect to any violations or alleged violations of the PWA, Consultant shall be solely liable and required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Services; and (ii) defend and indemnify the City against any and all claims arising under or related to the PWA, including any damages, attorneys' fees, and penalties or fines.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

H. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

I. City Council Authority. Notwithstanding any provision of this Agreement, the Consultant shall not be authorized to purchase (nor to engage in negotiations, make

representations, or enter into agreements relating to the purchase of) any goods, materials, supplies, or services from a vendor or other third party on behalf of the City except with the express prior written approval of the City and authorization of the City Council. The City shall not be liable to any vendor or other third party for any purchases, representation, or agreements made by the Consultant, purportedly on behalf of the City, without the City's knowledge and express written approval.

J. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting and communicating with the Consultant and providing the Consultant with such non-confidential information as the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City and with any other consultants or vendors engaged by the City in relation to performing and completing the Services.

K. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the City Manager.

L. Records; Ownership; Intellectual Property. Consultant agrees to maintain records, documents, and project files relating to the Services, including as applicable and without limitation any and all designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services (***"Documents"***). All Documents shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

M. Freedom of Information Act Compliance. Upon request by the City, Consultant shall cooperate with the City in responding to any request received under the Freedom of Information Act, 5 ILCS 140/1 et seq., ("***FOIA***") relating to this Agreement, the Services, or the Documents, including by providing to the City any and all Documents that are, or may be, public records responsive to such FOIA request so that the City may review and produce them to the FOIA requester within the time frames required by law. If additional time is necessary to compile Documents in response to a FOIA request, then Consultant shall so notify the City and, if permitted by applicable law, the City shall request an extension in accordance with the Act. In the event that the City is found to have not complied with FOIA as a result of: (i) Consultant's failure to timely produce Documents or otherwise appropriately respond to a FOIA request; or (ii) Consultant's request that the City assert an exemption to disclosure or otherwise deny a FOIA request for Documents, then Consultant shall indemnify and hold the City harmless and shall pay all amounts determined to be due as a result of the FOIA violation including but not limited to fines, penalties, defense costs, and attorneys' fees.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is set forth in writing, properly approved by both Parties in accordance with applicable laws and procedures, and executed. City approval of any such amendment or modification shall require express approval by the City Council or by the City Council's authorized representative.

B. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party, or of a Party's duly authorized officer, employee, agent, or representative, is required, then the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

C. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other Party.

D. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

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

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

City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, Illinois 60014
Attention: Adam Orton
E-mail: aorton@crystallake.org

With a copy to:

Victor P. Filippini, Jr.
Filippini Law Firm LLP
990 Grove Street, Suite 220
Evanston IL 60201
E-mail: victor.filippini@filippinilawfirm.com

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

Municipal Collection Services, LLC
7330 College Drive, Suite 204
Palos Heights, Illinois 60463
Attention: Desiri Budzinski
Email: Dbudzinski@mcsicollections.com

With a copy to:

Reliant Capital Solutions, LLC
670 Cross Pointe Road
Gahanna, Ohio 43230
Attention: Meghan Sharick, General Counsel
Email: Msharick@reliant-cap.com

F. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.

G. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

H. Time is of the Essence. Time is of the essence in the performance of this Agreement.

I. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice or the performance of any obligation hereunder falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

J. Governing Laws. This Agreement shall be governed by, interpreted, and enforced according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

K. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties participated equally in their drafting. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

L. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the Services and the matters set forth herein and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to such matters.

M. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such

waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

N. Exhibit. Exhibits A, B, and C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

O. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

P. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

Q. Electronic and Counterpart Execution. This Agreement may be executed electronically and/or in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATTEST:

CITY OF CRYSTAL LAKE

By: _____

By: _____
City Manager

ATTEST:

MUNICIPAL COLLECTION SERVICES, LLC

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

This Exhibit A is made and entered into by and between the City of Crystal Lake ("City") and Municipal Collection Services, LLC ("Consultant") for and in consideration of the terms and conditions hereinafter described. The Effective Date of Exhibit A shall be the same as set forth in the Professional Services Agreement ("Agreement") entered into by the parties.

Exhibit A is a part of and governed by the terms and conditions of the Agreement. Capitalized terms not defined herein shall have the meaning given in the Agreement. In the event of any conflict between Exhibit A and the Agreement, the terms of the Agreement shall control.

WHEREAS, Consultant and the City agree that Consultant is to perform the duties and activities ("**Services**") described herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in Exhibit A, the parties agree as follows:

1. Accounts Placed for Collection Services

1.01 The City agrees it will utilize the Consultant for the collection of all its unpaid fines for municipal violations which have been issued and processed pursuant to its administrative adjudication system where "determination orders" or "findings, decisions, and orders" (the "Adjudication Debt") have been entered by the City and for the which the City determines that referral is appropriate to a collection agency on and after the Effective Date. The City may place other debts or fines for collection with Consultant, during the term of this Agreement (the "Other Debt"). Adjudication Debt and Other Debt shall be hereinafter collectively referred to as "Accounts". It is understood that the City retains the right to initiate its own actions to collect any Accounts prior to referring such Accounts to the Consultant and that the Consultant shall not be entitled to any fee on any Account for which the City has initiated collection actions and which were not specially referred to the Consultant for handling.

1.02 All Accounts will be forwarded to Consultant by the City, using the forms and procedures that are designated by Consultant, from time-to-time.

1.04 Upon request of Consultant, the City will provide certified copies of documents necessary for use by Consultant in collection of the Accounts. The City and Consultant agree that in order for Consultant to effectively collect the Accounts and provide accurate records of collection activity, to the City, including, but not limited to, amounts collected, accounts closed, and other dispositions of Accounts. The City shall cooperate with the Consultant in providing the Consultant such documents in a timely manner.

1.05 Consultant will acknowledge receipt of any Accounts placed for collection within

five days after receipt by Consultant.

1.06 Prior to placing accounts for collection with the Consultant, the City may pursue any and all methods of collection deemed appropriate by the City and may inform the debtor that failure to make payment could result in placing their account for collection with a collection agency.

1.07 Consultant shall not transfer accounts or assign accounts to any other person or agency, but may transfer said accounts to Consultant's branch offices provided that no additional charge be assessed to the City.

1.08 At the end of the term of this Agreement or any renewal term, the Consultant, if not selected for a new agreement, will return all uncollected accounts to the City within 30 days. The City's Finance Director will coordinate with the Consultant on the transfer of accounts.

2. Services.

Consultant will perform third party collection Services for the City among other work functions described in this Exhibit A.

2.01 Services under this Exhibit A include, but are not limited to:

- Making outbound Third Party Collections communications to debtor regarding their Accounts;
- Answering inbound contacts from debtors;
- Complying with all applicable compliance and regulatory requirements and applicable laws;
- Dispositioning and notating each contact correctly;
- Accepting payments via phone and facilitating auto-payments and associated compliance obligations.

2.02 Consultant shall use the following guide as the minimum acceptable standard of collection activity:

- Notify the debtor within five (5) workdays of assignment of the account from the City that the debt has been referred to them for collection.
- Attempt at least one mailing effort and one telephone contact attempt within ten (10) days of assignment of each account, regardless of the dollar value.
- Perform at least one collection activity (a phone call or a letter) each month on each assigned account. If the account is on an acceptable payment arrangement (and current with all arrangements), the only required letter will be any payment processing alert notification as required by law.

2.03 Consultant will not, under any circumstance, use any threats, intimidation, or harassment of the debtor in the collection of said accounts; nor shall Consultant violate any guidelines as established by the Federal Trade Commission, Federal Communication Commission, nor shall Consultant

violate any local, state or federal laws. No employee of the Consultant shall represent himself or herself to be a member of the legal profession, an employee of the City, or a representative of any court or law enforcement agency. The City reserves the right to add further restrictions under this section upon written notification.

2.04 Consultant will only pursue court action to obtain/perfect civil judgments, when the City, in its sole judgment and discretion, authorizes the filing for such actions. The City will provide any additional documents which may be necessary for such court action authorized and approved by the City, and will cooperate with Consultant, as necessary, to pursue such approved court action. The only costs chargeable to the City relating to such actions shall be the filing fees and court costs.

2.05 If requested by the City, and in its efforts to collect Accounts, Consultant will assist the City in managing the Local Debt Recovery Program implemented by The Illinois Office of the Comptroller (IOC). Consultant, or its designated technology partner, will prepare and, if allowed to do so by the IOC, will perform the weekly upload of the "add", "change" and "delete" files.

2.06 At least once per year, Consultant will return to the City such Accounts which it determines, in its sole judgment and discretion, to be uncollectible.

3. Key Personnel.

Consultant agrees to assign the following individuals to the project and warrants that they possess the necessary qualifications and expertise to fulfill their designated roles:

- General Manager: Desiri Budzinski who will serve as the primary point of contact between Consultant and the City, responsible for overseeing all aspects of project execution, ensuring adherence to timelines, and resolving any issues that may arise.

4. Settlement of Accounts.

4.01 Consultant shall only compromise or reach negotiated settlements on any Account upon the prior written consent by the City.

4.02 Subject to the City's rights set forth in Section 1.01 of this Exhibit A, should the City make any settlement or otherwise take any action in derogation of Consultant's exclusive right to collect Accounts, then Consultant shall be entitled to payment of its fee in full, as delineated in Exhibit B, based on the full amount of the Account, as placed.

4.03 The contractor shall remit to the City on the fifteenth (15th) day of each month, by Consultant check only, the full amount of all accounts which have been paid during the previous month. Any example of the form utilized to report collections must be included with the proposal.

4.04 Consultant will provide the City with a statement listing names and account numbers of all accounts paid. The statement will reflect the total amount paid during the previous month and indicate whether the payments were received by the collection agency or by the City. The remittance shall be for the gross amount collected and the City shall be billed for the fee (based on proceeds received) due Consultant for the previous month by means of an itemized monthly statement.

4.05 Consultant shall retain individual accounts until contract is null and void. After an individual account has been retained by the Consultant for said period, Consultant shall return said accounts to the City.

4.06 Consultant shall receive no compensation and no penalty shall be paid from the City to the Consultant for accounts temporarily or permanently recalled by the City or returned to the City by the Consultant in accordance with provisions hereof. The City has the option to proceed with their own litigations. In the event that the City shall recover all or a portion of said accounts by litigation, the Consultant service shall be due no compensation or penalty payments.

4.07 The Consultant shall assume and be responsible for and shall indemnify, protect and save harmless the City against any and all claims, demands or causes of action by any party or parties whatsoever for loss, injury or damage of any kind or character, either to persons or to property, directly or indirectly arising out of its operations for the acts or omissions of its agents or employees. The Consultant shall pay all judgments attained by reason of accidents, injuries or damages in any suit or suits against the City, including all legal costs, court expenses and other like expenses arising from such claims, demands or causes of actions; and the Consultant shall have the option of assuming the sole defense of such suits.

4.08 The Consultant shall assume all risks of loss and damage to its own property and to property in its custody and to the property of its employees, agents and servants, howsoever caused; and all risks of damage resulting from the death of or injury to itself, its agents, employees and servants, while engaged in said work and while traveling to and from the same; and the Consultant agrees to hold the City free and harmless from all loss, cost and expense on account thereof, and agrees to indemnify and save harmless the City from all loss, cost and expense arising or growing out of any injury to any employee or the City caused by the negligence of the Consultant or any of the Consultant employees.

5. Term.

5.01 Subject to the rights of termination set forth in this Agreement, the term of this Exhibit A is for a period of thirty-six (36) months from the Effective Date (“Initial Period”). However, also subject to the rights of termination, this Agreement shall automatically renew, under the same terms and conditions, for additional periods of twelve (12) months (“Extension Period(s)”) unless either party gives written notice to the other, at least 60 days prior to the end of the Initial Period or any Extension Period, that the party is terminating this Agreement at the end of the Initial Period or the then current Extension Period.

5.02 In the event of termination of this Agreement by either party, Consultant shall retain its exclusive right to collect any Accounts placed prior to the end of the Agreement, until such time as it elects to return any such Accounts to the City, as provided under the terms of the Agreement; and the terms of the Agreement shall remain in full force and effect with respect to collection by Consultant of these retained Accounts.

EXHIBIT B

FEE PROPOSAL

No fees will be payable to Consultant by the City until such time as any money is collected on an Account(s). The City may add a collection fee of thirty percent (30%) to each Account listed for collection, and said collection fee shall be included as part of the debt.

At such time as any money is collected, Consultant shall be paid as follows:

For Accounts where collection fee has not been added:

- Consultant will be entitled to any costs awarded by a court in the collection of Accounts. If no additional expense amount is awarded for such costs, thirty percent (30%) of the balance of the amount collected on each Account, unless the payment is received by the Illinois Office of the Comptroller ("IOC").
- Consultant's fee for any Services related to the Local Debt Recovery Program and for Accounts collected through the IOC shall be fourteen percent (14%) of the amount received by the City.

For Accounts where a collection fee has been added:

- Twenty-three and 7/100 percent (23.07%) of the balance of the amount collected on each Account.
- Consultant's fee for any services related to the Local Debt Recovery Program and for Accounts collected through the IOC shall be twenty-three and 7/100 percent (23.07%) of the amount received by the City.

On at least a weekly basis, the City will provide Consultant with a report of all direct payments received on the Accounts placed for collection with Consultant. Consultant shall invoice the City monthly for fees owed to Consultant for direct payments reported by the City on Accounts placed with Consultant for collection.

EXHIBIT C

INSURANCE COVERAGES

INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. Insurance Services Office (ISO) Commercial General Liability occurrence form CG 0001 with the City of Crystal Lake named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: Additional Insured Endorsements CG 20 10 – Additional Insured: Owners, Lessees or Contractors - Scheduled Person or Organization (Exhibit C.1) or CG 20 26 Additional Insured – Designated Person or Organization (Exhibit C.2) and CG 20 01 (Exhibit C.3) – Primary and Non-Contributory, and **CG 20 37 - Completed Operations – (Exhibit C.4)**; and

B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

D. Professional Liability

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than the following:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

B. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

C. Professional liability insurance with limits not less than $1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City of Crystal Lake. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The City of Crystal Lake, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Crystal Lake, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary and non-contributory as respects the City of Crystal Lake**,** its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Crystal Lake, its officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Crystal Lake, its officials, employees, agents and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form" or provide the same coverage and the underlying policy, then the Consultant shall be required to name the City of Crystal Lake, its officials, employees, agents and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by City of Crystal Lake. This

specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding,* 146 Ill. 2d 155 (1991).

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Crystal Lake, its officials, employees, agents and volunteers for losses arising from work performed by Consultant for the municipality.

NCCI Alternate Employer Endorsement (WC 000301) in place to ensure that workers' compensation coverage applies under contractor's coverage rather than the City's, if the City is borrowing, leasing or in day to day control of Consultant's employee.

C. Professional Liability

1. Professional liability insurance with limits not less than $1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

3. Provide a certified copy of actual policy for review.

4. **Recommended Required Coverage (architect, engineer, surveyor, consultant):** Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

   a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

   b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them if that is the primary cause of injury or damage.

D. All Coverages

1. No Waiver. Under no circumstances shall the City of Crystal Lake be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

   a. Allowing work by Consultant or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

   b. Failure to examine, or to demand correction of any deficiency, of any

Certificate of Insurance and Additional Insured Endorsement received.

2. Each insurance policy required shall have the City of Crystal Lake expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Consultant shall furnish the City of Crystal Lake with certificates of insurance naming the City of Crystal Lake, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause (Exhibit C-5). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. The following additional insured endorsements should be utilized: ISO Additional Insured Endorsements CG 20 10 – Additional Insured: Owners, Lessees or Contractors - Scheduled Person or Organization (Exhibit C-1) or CG 20 26 Additional Insured – Designated Person or Organization (Exhibit C-2) and CG 20 01 (Exhibit C-3) – Primary and Non-Contributory, and CG 20 37 (Exhibit C-4) – Completed Operations, where required. The City reserves the right to request full certified copies of the insurance policies and endorsements.

EXHIBIT C-1

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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EXHIBIT C-2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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EXHIBIT C-3

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

 © Insurance Services Office, Inc., 2012

EXHIBIT C-4

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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EXHIBIT C-5

(Example)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME: Producer/Ins. Broker Contact Info.
Name of Insurance Broker	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Name of Insurance Company — Completed
INSURED	INSURER B : Name of Insurance Company — Completed
Name of Contractor	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE AGGREGATE	$ Per Request $ Per Request
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Policy Number Inserted	Policy Start Date	Policy Start Date	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
	Professional Liability (other specialty coverages as requested.			Policy Number Inserted	Policy Start Date	Policy Start Date	$1,000,000 per occurrence or as requested.	

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

List project number, location and description.
No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).
Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
Member named as cancellation notice recipient.

CERTIFICATE HOLDER

Name of Member

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

Signature of authorized insurance company representative

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Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: June 4, 2024

Item: Amended Financial Policies and Code Amendments

Staff Recommendation: Motion to:
1. Adopt an Ordinance amending certain sections of the City Code; and
2. Adopt a Resolution to approve the amended Financial Policies.

Staff Contact: Jodie Hartman, Director of Finance

Background:
The City maintains a comprehensive set of Finance Policies, covering a multitude of topics such as purchasing, debt management, fund balance and investments. The majority of policies were adopted on April 15, 2014, with additional policies brought forth for adoption after this date. After a thorough review of the existing policies and industry best practices, Staff has prepared revisions to the Finance Policies for Council consideration.

The recommended policy changes aim to accomplish three main objectives:
- Ensure consistency with current City Code and other legal requirements
- Facilitate prudent fiscal management throughout the organization
- Align the City's policies with industry best practice to meet the City's needs

All of the existing policy topics remain, along with their key points. In several policies, elements that were procedural in nature were removed, leaving the policy items within the document(s). A few additional policies have been added to supplement the existing policies. In some cases, the original policy has been split into multiple policies. An example of this would be the Travel and Training Policy, which was previously a component of the Purchasing Policy. The overall format of information for each policy has been revised for consistency across policies and ease of use by the reader of each policy. Overall, the revised policies continue to provide the basic framework for the fiscal management of the City's resources. Regarding content, new elements have been added to existing policies to provide guidance on payment plans for delinquent customers and repayment of travel/training costs for voluntary separation from the City within a short time frame after completion.

A few changes are recommended that require amendments to the City Code. These include the following items:

1. **Purchasing Authority**. For operational efficiency, staff is proposing to amend the purchase authorization threshold requiring City Manager approval from $5,000 to $10,000 and waiving the requirement for written quotes to be authenticated by an officer of the vendor as corporate officers may not be directly involved in sales of products and services to the City (e.g., a generator that may be purchased through an online retailer like Amazon, etc.). The Director of Finance will continue to be responsible for approving purchases above $5,000 and the City Manager will remain responsible for authorizing all contracts.

Dollar Limit	Purchase System Requirements	Supporting Documentation	Purchase Authorization(s) Required	Contract Signature Authority
$1-$999	Purchase Requisition is encouraged	Employees are encouraged to seek informal quotes	Department Director	City Manager
$1,000-$4,999	Purchase Requisition is required	Three (3) informal quotes are required	Department Director	City Manager
$5,000-$9,999	Purchase Requisition is required	Three (3) written quotes are required	Department Director, Director of Finance	City Manager
$10,000-$24,999	Purchase Requisition is required	Three (3) written quotes are required	Department Director, Director of Finance, City Manager	City Manager
$25,000+	Purchase Requisition is required	Competitive bid or proposal is required	Department Director, Director of Finance, City Manager, City Council	City officer designated by the City Council

   Along with this change, the language regarding emergency purchases has been amended to reflect the authority of the City Manager to procure items above the $25,000 threshold in certain emergency situations, with prompt notification to the City Council. The previous policy required notification of emergency purchases above $10,000.

2. **Record Retention**. Adding language to recognize the necessity of enforcing record retention requirements pertaining to federal grants and bond covenants as well as the requirement of the State of Illinois

3. **Procurement of Architect, Engineer and Land Surveyor Services.** Revisions to the language regarding Requests for Proposals (RFP's) and the selection of certain professional services will better align the City Code with the direction of the Local Government Professional Services Section Act (LGPSA). While the City is not subject to the LGPSA as a Home Rule community, the City generally applies the standard of that act. Most municipalities (Home Rule or not) follow the State Statute. The changes allow for the City Council to grant a waiver of the RFP requirement should other stipulations be met per the LGPSA and to provide factors in addition to cost to be a consideration in the selection process.

The current City Code does not allow for the selection of engineering services based solely on technical expertise or their experience on previous phases of a project (extension of a project). Changing consultants during the design of a project, such as between preliminary and final engineering, leads to increased costs and/or delays by bringing on a new firm that does not have the institutional knowledge of the previous phase of a project or is not as experiences in a particular facet of design. The current City Code is more restrictive than the state statute governing the selection of these services for non-home rule communities (LGPSA). Because the City does not follow the LGPSA, there are qualified consulting firms that will not submit on City projects.

The current City Code requirements have resulted in staff requests to the City Council to adopt an Ordinance waiving procurement requirements in order to maintain continuity on time-sensitive and complex design projects when the recommended contract award would be the most advantageous award for the City. A recent example was the award of a contract for design engineering services for the Three Oaks Recreation Area Multiuse Path project. The award was granted to the engineering firm that worked with the City on preliminary engineering, allowing them to utilize their unique knowledge as to the challenges and complexities of the project and utilize that knowledge in preparing the final engineering plans and specifications. Even with the proposed change, the City Council will still review and approve all contracts of $25,000 or more.

4. **Staff Title Change**. Language that reference's the duties of the Accountant will be amended to reflect the current title of Accounting Manager.

The existing policies were adopted via resolution as displayed below.

On April 15, 2014, the City Council adopted Resolution 2014R-42 to adopt the financial policies of A) Purchasing, B) Budget, C) Capital Asset, D) Debt Management, E) Fund Balance, F) Investment, G) Revenue and Cash Management, and H) Personal Information Protection and Red Flag Policy

On October 7, 2014, the City Council adopted Ordinance #7060 that amended Chapter 102, Purchasing and Contributions, to provide a formal process for acceptance and documentation of donations made to the City.

On September 5, 2017, the City Council adopted Ordinance #7394 that amended Chapter 31, *Delinquent Accounts*, of the City Code to enhance the City's past due collection process by authorizing the Director of Finance to develop and implement policies and procedures relating to the collection of debt.

On December 11, 2017, the City Council adopted Ordinance #7420 that amended Chapter 102, *Purchasing and Contributions*, of the City Code that allowed the City Council to approve contracts without advertising for bids upon two-thirds vote of the members of the City Council, authorizing additional purchasing cooperatives, and establishing Chapter 118, *Signing Authority*, of the City Code.

On September 18, 2018, the City Council adopted Ordinance #7496 that further amended Chapter 102, *Purchasing and Contributions*, of the City Code to provide for a new

procedure for qualification based selection (QBS) of consultants for professional services only when the City receives federal funding.

Finally, on June 18, 2019, the City Council adopted Resolution 2019R-63 to adopt amended disclosure policies and procedures in response to amendments to the Securities and Exchange Commission (SEC) Rule 15c2-12.

The amended financial policies presented as a comprehensive package at this time include:

- Purchasing
- Travel and Training
- City Credit Card
- Petty Cash
- Accounts Payable and Vendor Disbursements
- Accounts Receivable and Collections (including detection of Red Flags)
- Cash Receipts (prohibits storage of credit card data)
- Grant Management
- Donation Acceptance
- Economic Development Incentives
- Surplus Personal Property Disposal
- Annual budget (including fund balance targets)
- Debt Management (including post-issuance and continuing disclosure requirements)
- Investments
- Fraud Reporting
- Accounting and Financial Reporting
- Capital Assets

City special legal counsel has reviewed and approved the corresponding ordinance and resolution.

Votes Required to Pass:
Simple majority

Ord.

ORDINANCE AMENDING VARIOUS SECIONS OF THE CODE OF ORDINANCES OF THE CITY OF CRYSTAL LAKE

WHEREAS, Section 102-3(C)(2) of the Code of Ordinances of the City of Crystal Lake (the "City Code") Code provides for small purchases authorization and further provides that purchases greater than $5,000 but not more than $15,000 require the approval of both the City Manager and Director of Finance; and

WHEREAS, amending section 102-3(C) to allow the Director of Finance independent authority to approve purchases of $5,000 or more but less than $10,000 will allow for greater operational efficiency; and

WHEREAS, Section 102-3(C)(1) of the City Code provides that purchases greater than $15,000 but less than $25,000 require written quotes to be authenticated by an appropriate officer of the vendor; and

WHEREAS, purchases greater than $15,000 but less than $25,000 are made by comparing written quotes of similar products or services. Removing the requirement that quotes by "authenticated by an appropriate officer" would provide greater efficiency in receiving and processing timely quotes; and

WHEREAS, Section 102-4(E) of the City Code provides for the retention and disposition of procurement records in accordance with records retention guidelines and schedules approved by the State of Illinois but does not account for applicable record retentions regulations or requirements for federal grants and bond covenants which may require longer periods of record retention or different standards for record retention; and

WHEREAS, amending Section 102-4(E) will recognize the necessity of enforcing record retention requirements pertaining to federal grants and bond covenants as well as the requirements of the State of Illinois; and

WHEREAS, the City generally applies the standards of the Local Government Professional Services Selection Act (50 ILCS 510) when hiring an architect, engineer or land surveyor; and

WHEREAS, the Local Government Professional Services Selection Act ("LGPSA") allows the waiver of the requirements for an RFP whenever there is a satisfactory relationship for services with one or more firms; and

WHEREAS, while Section 102-8 follows, in most respects, the provisions of the LGPSA, it does not incorporate the provisions that allow for the waiver of the requirements for an RFP whenever there is a satisfactory relationship for services with one or more firms. Further Section 102-8 requires that cost of services must will always be considered as a cost factor; and

WHEREAS, allowing the City to select a qualified professional with which it has a satisfactory relationship at a fair and reasonable compensation, over cost as a selection factor would greatly benefit the City in selecting appropriate professionals to be engaged by the City; and

WHEREAS, the position of City Accountant has been replaced by the position of Accounting Manager and the designation of the Finance Director has been replaced by the Director of Finance.

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

Section 1. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

Section 2. Section 102-3(C), *Authorization and Methods for Procurements,* of the City Code is hereby amended as follows:

[*Deletions are shown as strikethroughs, additions are underlined in bold font]*

C. Small purchases. A "small purchase" is defined as a single, complete purchase, the price of which is less than $25,000. Any purchase or contract for purchase for which the total price is $25,000 or more is not a small purchase and may not be classified as a small purchase merely by making the purchase in installments or by otherwise dividing the purchase. A small purchase may be made in accordance with the small purchase procedures authorized in this subsection.

(1) Purchases ~~greater than $15,000~~ **of $10,000 or more** but less than $25,000. Insofar as it is practical, the City shall allow three business days for the submission of written quotations by vendors for purchases ~~greater than~~ ~~$15,000~~ **of $10,000 or more** but less than $25,000. The City Manager and Director of Finance shall approve the purchase from the vendor with the lowest responsive, responsible quotation that is in the best interest of the City. Quotations shall be in writing ~~and authenticated by an appropriate officer of the vendor~~. A quotation shall include, at a minimum, the name of the vendor, the date, the description of the items offered,

and the total amount of the quotation. The quotation shall be made part of the purchase record.

(2) Purchases ~~greater than~~ **of** $5,000 **or more** but ~~not more~~ **less** than ~~$15,000~~ **$10,000**. Insofar as it is practical, the City shall allow three business days for the submission of written quotations by vendors for purchases ~~greater than~~ **of** $5,000 **or more** but ~~not more~~ **less** than ~~$15,000~~ **$10,000**. The ~~City Manager and~~ Director of Finance shall approve the purchase from the vendor with the lowest responsive, responsible quotation that is in the best interest of the City. Quotations shall be in writing. A quotation shall include, at a minimum, the name of the vendor, the date, the description of the items offered, and the total amount of the quotation. The quotation shall be made part of the purchase record.

(3) Purchases not more than $5,000. The City Manager, with the advice of the Procurement Officer, shall adopt operational procedures for making purchases of $5,000 or less. Those operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service or construction being purchased.

Section 3. Section 102-4, *Types of Contracts and Contract Administration*, of the City Code is hereby amended as follows:

[*Deletions are shown as strikethroughs, additions are underlined in bold font]*

The City may use any form or type of contract that is, in the City's judgment, appropriate for the procurement and that will promote the best interests of the City. Contracts are subject to the following conditions and limitations:

A. Multi-term contracts.

(1) Specified term. Unless otherwise provided by law, a contract for supplies or services may be for any stated term determined by the City. The term, and any renewal or extension options and the conditions of those options, must be included in the bid or solicitation documents. Funds for the term or any renewal or extension must be available prior to the commencement of the term, renewal, or extension.

(2) Cancelation due to unavailability of funds. When funds have not been appropriated or otherwise made available to pay the costs of performance for any term, renewal, or extension, then the contract must be allowed to expire or be cancelled.

B. Multiple-source contracting. Multiple-source contract awards shall not be made when a single award will meet the City's needs without sacrifice of economy or service. Multiple-source contracts shall not be made for the purpose of dividing the work or business, or for creating the opportunity for contract awards based on criteria not directly related to utility, economy, or the City's best interests, or to avoid the resolution of tie bids. Any multiple-source contract awards that are made shall be limited to the least number of contractors necessary to meet the valid requirements.

C. Right to inspect premises. The City, at reasonable time, may inspect that part of the vendor's place of business or a contractor's or subcontractor's workplace that is pertinent to the supply of goods or performance of services or work for the City under any contract, subcontract, or supply agreement.

D. Reporting of anticompetitive practices. When for any reason the City suspects the existence of collusion or other anticompetitive practice among any bidders or proposers, the City shall notify the Office of the Illinois Attorney General and any other appropriate legal officer that would have jurisdiction over the matter.

E. City procurement records.

(1) Contract file. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained in a contract file.

(2) Retention of procurement records. All procurement records shall be retained ~~and disposed of by the City~~ in accordance with ~~records retention guidelines and schedules approved by the State of Illinois~~ **the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreement or bond covenant, where applicable and most restrictive**.

Section 4. Section 102-8, *Procurement of Architect, Engineer and Land Surveying Services,* of the City Code is hereby amended as follows:

[*Deletions are shown as strikethroughs, additions are underlined in bold font]*

[Amended 9-18-2018 by Ord. No. 7496]
As a Home Rule unit, the City is not required to adhere to the requirements of the Illinois Local Government Professional Services Selection Act (50 ILCS 510) when hiring an architect, engineer, or land surveyor. Nevertheless, the City generally will apply the standards of that Act, except that the City ~~always~~ will consider cost as a selection factor, unless otherwise required by law, and the City may choose not to use a formal selection process for architectural, engineering, or land surveying services less than $25,000. When the City does solicit such services, then the City must solicit proposals and adhere to the following requirements:

A. Exceptions.

(1) If there is a satisfactory relationship between the City and one or more firms from a previous phase(s) of a project then the City Council may waive requirements for an RFP and retain the firm(s) for additional phases of the same project.

(2) When the City has received federal funds for architect, engineering, or land surveying services, the City shall use the consultant selection method described in §102-9.

B. Public notice. The City must place an advertisement in a daily newspaper of general circulation throughout the City, requesting a statement of interest in the specific project and further requesting statements of qualifications. Such advertisement shall state the day, hour and place the statement of interest and the statements of qualifications and performance data shall be due.

C. Selection procedure. The City then must evaluate the firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm, and such other factors as the City may determine in writing are applicable. The City may conduct discussions with and require presentations by firms deemed to be the most qualified regarding their qualifications, approach to the project and ability to furnish the required services.

D. Selection. On the basis of evaluations, discussions and presentations, the City shall select no fewer than three firms which it determines to be the most qualified to provide services for the project and rank them in order of qualifications to provide services regarding the specific project. The City shall then contact the firm ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity, and professional nature of the services to be rendered. If fewer than three firms submit letters of interest and the City determines that one or both of those firms are so qualified, the City may proceed to negotiate the contract.

E. Contract negotiation.

(1) The City shall prepare a written description of the scope of the proposed services to be used as a basis for negotiations and shall negotiate a contract with the highest qualified firm at compensation the City determines in writing to be fair and reasonable. In making this decision, the City shall take into account the estimated value, scope, complexity, and professional nature of the services to be rendered.

(2) If the City is unable to negotiate a contract with the preferred firm, negotiations with that firm shall be terminated. The City shall then begin negotiations with the firm that is next preferred. If the City is unable to negotiate a contract with that firm, negotiations with that firm, negotiations with that firm shall be terminated. The City shall then begin negotiations with the firm that is next preferred.

(3) If the City is unable to negotiate a satisfactory contract with any of the selected firms, it shall reevaluate the architectural, engineering, or land surveying services requested, including the estimated value, scope, and complexity and fee

requirements. The City shall then compile a second list of not less than three qualified firms and proceed in accordance with these procedures.

Section 5. Section 118-3(Q), *Authorized Signatures*, of the City Code is hereby amended as follows:

[*Deletions are shown as strikethroughs, additions are underlined in bold font]*

Q. Authorized City officials and employees regarding bills, banking, trust and investment accounts. This policy sets forth authorized City officials and employees to act on behalf of the City of Crystal Lake and authorized signatures with regard to bills, City banking, trust and investment accounts to establish accounts, withdraw, transfer or deposit funds for the purpose of investment and to cover financial commitments of the City.

(1) Operating accounts.

(a) The operating account is used for reimbursements, transfers, employee compensation, benefits and payments to vendors, contractors, government agencies, financial institutions and others who provide supplies, services and/or equipment to the City. Any two of the following City officials or City staff members or their successors shall be authorized to sign checks, or other instruments for the withdrawal of moneys in the operating account: Mayor, City Clerk, City Manager, and Director of Finance.

(b) Any one of the City officials or City staff members listed above may transfer funds from the operating account to another City account for the purpose of investing. When authorized by one of the City officials or City staff members listed above, a transfer may be processed by the following staff members: Assistant Director of Finance or ~~City Accountant~~ **Accounting Manager**.

(2) Investment/Trust Accounts.

(a) Investment accounts cover all funds and investment activities under the direction of the City Council and are invested in accordance with the City of Crystal Lake Investment Policy. The investments of bond proceeds are further restricted by the provisions of the relevant bond documents. The Investment Policy delegates management responsibility for the investment program to the ~~Finance Director~~ **Director of Finance**. In the absence of the ~~Finance Director~~ **Director of Finance**, the City Manager shall be authorized to manage investments.

(b) A transfer of funds from an investment/trust account to another City account for the purpose of investing or funding the operating account, when authorized by one of the City officials or employees listed above may be processed by the following: Assistant Director of Finance or ~~Accountant~~ **Accounting Manager**.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

Section 7. That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

DATED at Crystal Lake, Illinois this 4th day of June, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: June 4, 2024
APPROVED: June 4, 2024

Res.

RESOLUTION

WHEREAS, the City Council has adopted Financial Management Policies to provide guidance and oversight for financial transactions to City staff and officials which are consistent with Code of Ordinances of the City of Crystal Lake (the "City Code"); and

WHEREAS, the current Financial Management Policies were adopted by the City Council on April 15, 2014 which were consistent with the provisions of the City Code which were then in effect. (Resolution #2014R-42); and

WHEREAS, the City Council amended Chapter 102 of the Crystal Lake City Code to provide for fair, efficient, effective and transparent standards and procedures for acceptance of donations by the City on October 7, 2014 (Ordinance No. 7060); and

WHEREAS, the City Council amended Chapter 31 of the Crystal Lake City Code to enhance the City's past due collection process on September 5, 2017 (Ordinance No. 7394); and

WHEREAS, the City Council amended Chapter 102 of the Crystal Lake City Code to increase the threshold for competitively bidding public projects, allow for the City Council to approve contracts without advertising for bid upon a two-thirds vote of members of the City Council and to authorize additional purchasing cooperatives on December 11, 2017 (Ordinance No. 7420). In addition, Chapter 118 was created that allows for the delegation of document signing authority; and

WHEREAS, the City Council amended Chapter 102 of the Crystal Lake City Code to provide for new qualification based selection (QBS) procedures when the City receives federal funding for architect, engineering or land surveying services on September 18, 2018 (Ordinance No. 7496); and

WHEREAS, the City Council adopted amended Disclosure Policies and Procedures in accordance with new Amendments to the Securities and Exchange Commission Rule 15c2-12 on June 18, 2019 (Resolution 19R-63); and

WHEREAS, on June 4, 2024, the City Council adopted an Ordinance amending the following sections of the City Code:

102-3(C) *Authorization and Methods of Procurement*;
102-4 *Types of Contracts and Contract Administration*
102-8 *Procurement of Architect, Engineer and Land Surveying Services*
118-3(Q) *Authorized Signatures*

WHEREAS, a draft of updated Financial Management Policies has been prepared; and

WHEREAS, the City Council has found and determined that it is in necessary and in the best interest of the City and its residents to update the Financial Policies of the City in order to create consistency between the Financial Management Policies and the current City Code and to meet the needs of the City.

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

Section 1. The Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by reference.

Section 2. The Council and the City hereby approves and adopts the amended Financial Management Policies dated June 4, 2024.

Section 3. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and affect forthwith upon its adoption.

Adopted this 4th day of June, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: _____ 2024
APPROVED: _____, 2024



FINANCIAL POLICIES

June 4, 2024

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INTRODUCTION

The ensuing policy document covers the following policies applicable to the financial practices of the City of Crystal Lake. They are a key element regarding sound fiscal administration. The purpose of the City of Crystal Lake's financial policies are to serve as a foundation for long and short range planning; facilitate decision making related to financial matters; establish parameters in which the government can operate; and provide direction to staff for handling the City's day-to-day financial business. These policies also serve as a blueprint to achieve the fiscal stability necessary to carry out the City's strategic plans. Because of the broad and diverse nature of the City's offices and departments it is critical to have written, clearly defined, financial policies which minimize the risk of developing conflicting or inconsistent goals and objectives causing negative impacts on the overall financial position of the City of Crystal Lake.

These policies are reviewed whenever necessary to update for changes in law or generally accepted accounting principles. These policies may also be updated to enhance our understanding and implementation of sound financial practices, in response to changes and events that may affect our financial well-being.

SUMMARY

Policy No. 1 – Purchasing

Purchasing is a support function that directly affects all City departments and offices' operating budgets. Purchasing is an important component in accomplishing various City goals and objectives in a cost-effective manner. This policy provides the framework for acquiring goods and services on behalf of the City.

Policy No. 2 – Travel and Training

The travel and training policy establishes guidelines for business related travel and training expenditures and reimbursement. All City personnel traveling or incurring business expenses on behalf of the City, and those responsible for the approval of these expenses, are expected to use these measures to assist in maintaining control over travel expenditures. This policy applies to all funds under City control and are superseded only in those instances where funding agencies apply specific and more restrictive rules and rates.

Policy No. 3 – City Credit Card

The City's credit card program is intended to replace petty cash and the use of personal funds reimbursed through Accounts Payable. Purchases will be made within established guidelines, documented with receipts, authorized, audited and recorded in a timely manner.

Policy No. 4 – Petty Cash

The petty cash policy is a set of guidelines that govern the management and usage of small amounts of cash for nominal business expenses.

Policy No. 5 – Accounts Payable and Vendor Disbursements

The accounts payable and vendor disbursements policy provides for the management of the City's short-term payment obligations to its vendors. The mission of accounts payable is to pay only bills and invoices that are legitimate and accurate.

Policy No. 6 – Accounts Receivable and Collections
The accounts receivable and collections policy establishes a set of guidelines that govern accounts receivables and provide for the efficient collection of payment on current and past-due accounts while maintaining positive customer relationships. The policy further addresses detection of red flags.

Policy No. 7 – Cash Receipts
The cash receipts policy establishes minimum requirements for proper cash and check handling by City departments and offices. The policy prohibits the storage of credit card data by the City.

Policy No. 8 – Grant Management
The grant management policy provides guidance to staff for the application, approval, implementation and oversight of grants awarded to the City.

Policy No. 9 – Donation Acceptance
The donation acceptance policy provides the framework to accept donations, manage risk associated with donations and to comply with IRS regulations.

Policy No. 10 – Economic Development Incentives
The economic development incentives policy addresses the City's use of subsidies or other incentives to encourage private development.

Policy No. 11 – Surplus Personal Property Disposal
The City's surplus personal property disposal policy governs disposal of City-owned surplus personal property, except as specifically exempted by law.

Policy No. 12 – Annual Budget
The annual budget policy provides the framework for overall fiscal planning and management. The policy sets forth guidelines for both current and long-range planning activities and establishes fund reserve targets.

Policy No. 13 – Debt Management
The debt management policy governs the use of debt, including permissible debt instruments, conditions under which debt may be used, allowable levels of debt and compliance with post-issuance and continuing disclosure requirements.

Policy No. 14 – Investments
The investment policy is a statement of objectives and constraints in the City's approach to investing. It describes the City's investment philosophy, preferences, risk tolerance and goals.

Policy No. 15 – Fraud Reporting
The fraud reporting policy establishes the framework for identifying and reporting suspected misconduct and dishonesty by employees and others whom the City has dealings.

Policy No. 16 – Accounting and Financial Reporting
The accounting and financial reporting policy provides key accounting principles used to prepare the City's financial statements and the requirement that an independent audit will be conducted each year.

Police No. 17 – Capital Assets
The capital assets policy provides the framework for accounting for and depreciating the City of Crystal Lake's capital assets.

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TITLE:	**PURCHASING**	**POLICY NO.:**	**1**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	City Council, City Manager, Department Directors and Authorized Procurement Personnel	**REVISION DATE:**	06/04/2024

POLICY

Procurement of goods and services for the City will be conducted in an open and competitive environment to ensure that prices paid are fair and reasonable. Purchasing activities will include obligations for proper transaction documentation, fiscal responsibility, ethical behavior and adherence to City policies and procedures.

City funds will be used for legitimate City purposes only, meaning expenditures will be reasonable and appropriate and publicly defensible. Expenditures will not be, or perceived to be, excessive and must meet the following principles:

- Necessary to perform a valid business purpose fulfilling the mission of the City;
- Reasonable in that the expenditure is not extreme or excessive and reflects a prudent decision to incur the expense;
- Allowable according to the terms of any legal or regulatory arrangement, contract or City policy and procedures.

The City will not pay for goods and services until goods are received or service is rendered. Exceptions include:

- Deposits on certain jobs when approved by the Director of Finance;
- Memberships and books or periodicals;
- Payments to local, State, and Federal government entities;
- Service and maintenance contracts where necessary;
- Online orders for goods purchased using a City-issued credit or purchasing card;
- Training or course registration; or
- Other items approved by the Director of Finance or City Manager.

When procurement involves an expenditure regulated by Illinois law, by federal regulations or by another regulatory agency with jurisdiction over the expenditure, the procurement must be conducted as required by applicable laws and regulations.

DIVERSE AND INCLUSIVE PURCHASING

It is the policy of the City to promote and encourage the continuing economic development of businesses owned and operated by minority persons, women, veteran and persons with disabilities, and that these businesses serve the City's continuing interest in promoting open access in the awarding of City contracts to disadvantaged small business enterprises.

PURCHASING AGENT

The City Manager will be the purchasing agent of the City and except where specific provision to the contrary is made by law or the City Council, he/she will make all purchases of supplies, materials and equipment as authorized by the City Council and appropriated in the City budget in the manner prescribed by and subject to limitations imposed by law.

The City Manager may delegate authority to purchase certain supplies, services, or construction items to other City officials, if the City Manager determines that the delegation is necessary for the effective procurement of those item.

In accordance with Chapter 102, *Procurement*, the City Manager will be responsible for the appointment of the Procurement Officer, who will be responsible for managing the procurement process. The Director of Finance will serve as Procurement Officer.

PURCHASING STANDARDS

All authorized purchasing officials will comply with the City of Crystal Lake Code of Ethics, State Law and Federal statutory requirements in the procurement of goods and services. The following practices are specifically prohibited so as not to create a conflict of interest:

- Using information available to the authorized purchasing official solely because of their position for personal profit, gain or advantage;
- Directly or indirectly furnishing estimating services, or any other services or information not available to all prospective bidders, to any person bidding on, or who may reasonably be expected to bid on, a contract;
- Using the authorized purchasing official's position or status in the City to directly or indirectly solicit business of any kind for private use or to obtain supplies and equipment at special discounts or with special concessions from any vendor who sells or solicits sales to the City;
- Soliciting, accepting or agreeing to accept any gratuity for themselves, their families, or others that would or could result in personal gain; and
- Participating in the selection, award or administration of a contract if there is a real or apparent conflict of interest. Such a conflict of interest would arise when the authorized official, or any member of his or her immediate family, his or her partner or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

All authorized purchasing officials will abide by the City's Ethics Regulations as detailed in Sections 8.4 (Employee Ethics) and 8.5 (Giving and Acceptance of Gifts) of the City's Personnel Policy Manual.

LEVEL OF PURCHASING AND CONTRACT COMMITMENT AUTHORITY

The City Council delegates authority to the City Manager, and where the City Manager delegates authority to other City officials, purchases of materials, supplies and equipment will be made in accordance with thresholds set forth in the table below, provided: (1) funds have been appropriated by the City Council in the annual budget; and (2) expenditures are consistent with City goals and policies. Dollar amount thresholds include freight, handling, installation and set-up costs, etc.

No funds may be expended or encumbered for the procurement of goods or services on behalf of the City unless authorized as required by this policy. Requisitions for purchases without required supporting documentation will be returned to the originator without approval.

Splitting a foreseeable purchase or contract into smaller units for the purpose of avoiding any applicable process under this policy is a violation of this policy and a violation of City Code.

The City Manager is authorized to act on behalf of the City of Crystal Lake in the execution of certain documents including agreements, contracts, amendments, change orders and grant applications where the total annual commitment does not exceed $24,999 or the agreement, contract, amendment or change order falls within contingency amounts approved by the City Council. City Council approval is required for documents that are not within the approval authority of the City Manager.

Only the City Manager is authorized to secure legal services from an attorney other than the City Attorney. Utilization of legal services other than the City Attorney by any other member of staff will require authorization from the City Manager.

Dollar Limit	Purchase System Requirements	Supporting Documentation	Purchase Authorization(s) Required	Contract Signature Authority
$1-$999	Purchase Requisition is encouraged	Employees are encouraged to seek informal quotes	Department Director	City Manager
$1,000-$4,999	Purchase Requisition is required	Three (3) informal quotes are required	Department Director	City Manager
$5,000-$9,999	Purchase Requisition is required	Three (3) written quotes are required	Department Director, Director of Finance	City Manager
$10,000-$24,999	Purchase Requisition is required	Three (3) written quotes are required	Department Director, Director of Finance, City Manager	City Manager
$25,000+	Purchase Requisition is required	Competitive bid or proposal is required	Department Director, Director of Finance, City Manager, City Council	City officer designated by the City Council

Purchases less than $1,000 can best be described as those day-to-day purchases that are needed to perform a job or service. Examples include hand tools, office supplies and ammunition. Department Directors are responsible for purchases made in this category. Although purchases may be done without quotes or formal prior approval, the responsibility still exists for making the most economical purchases and ensuring conformity to the budget.

Purchases of $1,000 or more but less than $5,000 do not require the prior approval of the City Council. Formal bidding procedures are not required but three (3) informal quotations, such as website, email or catalog pricing should be obtained and attached to the Purchase Requisition in the City's financial software. Approval from the Department Director is required before such purchase can be made.

Submission of a completed Purchase Authorization Form, or other form designated by the City, is required when three (3) quotes cannot be acquired.

Purchases of $5,000 or more but less than $10,000 do not require the prior approval of the City Council. Formal bidding procedures are not required but three (3) written quotes should be obtained and attached to the Purchase Requisition in the City's financial software. Approval from the Department Director and Director of Finance are required before such purchase can be made. Submission of a completed Purchase Authorization Form, or other form designated by the City, is required when three (3) quotes cannot be acquired.

Purchases of $10,000 or more but less than $25,000 do not require the prior approval of the City Council. Formal bidding procedures are not required but three (3) written quotes should be obtained and attached to the Purchase Requisition in the City's financial software. Approval from the Department Director, Director of Finance and the City Manager are required before such purchase can be made. Submission of a completed Purchase Authorization Form, or other form designated by the City, is required when three (3) quotes cannot be acquired.

Small, frequent purchases made from one vendor for a particular item or service or like types of items or services exceeding a cost of $24,999 per year must be accomplished through formal bidding procedures or by a bid waiver approved by the City Council. This requirement will also apply to multi-year contracts where the sum total of the anticipated purchase is expected to exceed $24,999 over the life of the contract. If doubt exists as to whether formal bidding is required, the Procurement Officer should be consulted before any purchase is initiated.

DELEGATION OF APPROVAL AUTHORITY

Approvers play a critical role in ensuring that only appropriate activities occur. Those with approval authority are expected to exercise sound judgement in evaluating reasonableness of transactions in consideration of the scrutiny that is applied to the stewardship of public funds. Each of these positions (Department Director or City Manager) may delegate assigned authority for approving purchases to an appropriate designee in the event that they are unavailable to approve purchases. The appropriate designee must have sufficient competency in the subject matter to verify accuracy, allow ability and consistency with City policy.

COMPETITIVE BIDS AND PROPOSALS

Purchases of $25,000 or more will be awarded by competitive bidding except as otherwise provided in this policy.

Some contracts, by their nature, are not adapted to award by competitive bidding. Examples include but are not limited to, contracts for the services of individuals possessing a high degree or professional skill, such as attorneys, architects, engineers or land surveyors where education, experience or character of the individual is a significant factor in determining their ability to meet the City's needs. Competitive proposals, typically solicited through a request for proposals (RFP), may be practical when the use of a competitive bidding process either is not practicable or otherwise not advantageous to the City, and one or more of the following conditions, or similar conditions, exist:

- The contract needs to other than a fixed-price type;
- Oral or written discussions may need to be conducted with proposers concerning technical and price aspects of their proposals;

- The work is highly specialized or otherwise requires extraordinary, defined skills or experience in a particular area not generally available;
- Proposers may need to be afforded the opportunity to revise their proposals, including prices;
- An award may need to be based upon a comparative evaluation, as stated in the RFP, of differing price, quality, and contractual factors in order for the City to determine the most advantageous proposal. Quality factors may include technical and performance capability and the content of the technical proposal; or
- Important criteria other than price will be considered in determining an award.

As a Home Rule unit, the City is not required to adhere to the requirements of the Local Government Professional Services Selection Act (50 ILCS 510) when hiring an architect, engineer or land surveyor. The City will generally adhere to the Act, except that the City may consider cost as a selection factor unless otherwise required by law, and the City may choose not to use a formal selection process for architectural, engineering or land surveying services costing less than $25,000. If there is a satisfactory relationship between the City and one or more firms from a previous phase(s) of a project then the City Council may waive requirements for an RFP and retain the firm(s) for additional phases of the same project.

Periodically, the City receives federal funds to use for engineering and design-related consultant service. When procuring these services, and when federal funds are available for that particular service, the City will follow qualification-based selection (QBS) criteria that meet requirements of the Code of Federal Regulations (23 CFR 172) and the Brooks Act.

Generally, the Procurement Officer will prescribe the requirements to be met whenever competitive bidding is utilized or proposals are solicited or requested. In any instance where the competitive bid process is exempt by virtue of this policy, the procurement will be accomplished in a manner that will be most advantageous to the City, giving due consideration to the cost of and quality of goods and services, the ability of the vendor to perform, or other relevant factors.

The Procurement Officer will prescribe the procedures by which competitive bids or proposals for any specific procurement will be received, the time limit for receiving such bids or proposals and the procedure by which bids or proposals will be opened, accepted and examined, and by which recommendations for the acceptance or rejection of bids or proposals will be made to the City Council.

RESPONSIBILITY OF BIDDERS AND PROPOSERS

Bidders and proposers may be deemed “unqualified” by the Procurement Officer if the bidder or proposer that would have been awarded a contract is found unresponsive or irresponsible. Failure of a bidder or proposer to supply information promptly in connection with an inquiry from the City with respect to responsibility may be grounds for a determination of unqualified.

BID AND PERFORMANCE BONDS

Bid bonds, labor and materials payment bonds, and performance bonds or other security may be requested for supply contracts or service contracts as the Procurement Officer, in consultation with the appropriate department director or City Manager, deems advisable to protect the City’s interests. All bonding requirements should be established in the bid or solicitation documents. Bid bonds, labor and materials payment bonds, and performance bonds or other security may not be used as a substitute for a determination of a bidder’s or proposer’s responsibility.

CANCELLATION OF INVITATIONS FOR BIDS OR REQUESTS FOR PROPOSALS

The City may cancel an invitation for bids, a request for proposals, or any other solicitation and may reject any or all bids or proposals in whole or in part, when that cancellation or rejection is in the best interest of the City.

SPECIFICATIONS GENERALLY

Bid specifications must be drafted so as to promote maximum value at the lowest cost, to promote overall economy for the purposes intended, and to encourage competition in satisfying the City's needs. Specifications must not be unduly or unnecessarily restrictive.

PREVAILING WAGES

The City will comply with Prevailing Wage Act (820 ILCS 130) requirements for its public works projects. The provisions of the Act are not applicable to Federal construction projects which require a prevailing wage determination by the United States Secretary of Labor.

CLAIMS RELATING TO SOLICITATIONS

Any bidder, proposer, or vendor ("claimant") that has a protest, dispute or other claim about a matter related to a City bidding process, City RFP process, or other form of City solicitation, may file a written notice of claim with the Procurement Officer within 10 days after the claimant knows or should have known of the facts giving rise to the claim. Reasonable efforts will be made by the City to address the claim within 20 days following its receipt.

SUSPENSIONS

The Procurement Officer, with approval of the City Manager, may suspend a vendor, services provider, contractor or other person for cause from eligibility to receive a purchase order, contract or other order or agreement from the City for any period of time up to three (3) years. The causes for suspension include:

- Conviction of the contractor for commission of a criminal offense related to obtaining or attempting to obtain any contract or subcontract, whether public or private, or relating to the performance of a contract or subcontract;
- Conviction of the contractor under any state or federal statute of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
- Conviction of the contractor under any state or federal antitrust statute arising out of the submission of bids or proposals;
- One or more contractor violations of contract provisions of a character that are regarded by the Procurement Officer or City Manager to be so serious as to justify suspension. Examples of such violations are, but not limited to:
    - A deliberate failure to perform in accordance with the terms or specifications provided in the contract; or
    - Repeated failures to perform, or repeated instances of unsatisfactory performance, without satisfactory excuse or mitigating circumstances.
- Suspension or debarment by another governmental agency;
- Any other cause the Procurement Officer or City Manager determines to be so serious and compelling as to affect responsibility as a contractor;

- Violation by the contractor of an ethical standard related to contracts, contracting, or construction.

A contractor may appeal a suspension by filing a written notice of appeal to the office of the City Clerk within five days.

EXCEPTIONS TO COMPETITIVE BID REQUIREMENTS

Exceptions to competitive bid requirements include:

- Emergency purchases;
- Sole source purchases;
- Joint Purchasing Cooperatives;
- Pass-Through Contracts;
- Employment Contracts;
- Equipment leases;
- Insurance or bond purchases;
- Professional licenses and memberships;
- Publications and subscriptions;
- Conferences and seminars including registration, tuition, room and board, etc.; or
- Waiver of bidding requirement by the City Council.

EMERGENCY PURCHASES

Notwithstanding any other provisions of this policy, the City Manager may make, or authorize the Procurement Officer and others to make emergency procurements of supplies, services or construction items when unforeseeable circumstances require an immediate response to avert an actual or potential threat to human life, health or to public property. An emergency procurement must be made with as much competition as is practicable under the circumstances. A determination of the basis for the emergency and for the selection of the particular contractor must be documented using a Purchase Authorization form, or other form designated by the City, and attached to the purchasing record in the City's financial software. The City Manager will promptly report emergency expenditures in excess of $24,999 to the City Council.

SOLE SOURCE PURCHASES

Certain purchases of supplies or services may be awarded without the use of competitive bids or proposals. A contract may be awarded without competition when the Procurement Officer determines that there is only one source for the commodity or service. The Procurement Officer will only make such a determination after conducting, and documenting in writing, a good faith review of any potential sources. A record of each sole source purchase shall be documented using a Purchase Authorization form, or other form designated by the City, and attached to the purchasing record in the City's financial software. Authorization for sole source purchases may be made in accordance with dollar thresholds above. Eligible purchases must meet at least one of the following conditions:

- Purchases which can be made at a public auction, close-out sale, bankruptcy sale or other similar sale at a cost below the market cost in the community;
- Equipment for which there is no comparable competitive product or is available only from one supplier;
- Public utility services from natural or regulated monopolies;

- A component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer or their designated servicing dealer; or
- An item where compatibility is the overriding consideration, such as computer software.

JOINT PURCHASING COOPERATIVES

Contracts for joint purchasing of construction, repair and maintenance projects, supplies or services with one or more governmental units must conform to the requirements of applicable law, such as, without limitation, the Governmental Joint Purchasing Act (30 ILCS 525 *et seq*.) and the Intergovernmental Cooperation Act (5 ILCS 220 *et seq.*). Care should be taken when procuring goods and services through joint purchasing to ensure that the bid process and resulting contract requirements conform to State law. `

Certain items are annually let for bids by the Procurement Division of the State of Illinois. Any unit of government in the State may avail themselves to these bid prices. State Purchasing can be best described as governmental bodies of the State of Illinois joining together for what is essentially a central purchasing system. Purchasing through State Purchasing satisfies the requirements by local ordinance or State Statute even though purchases may be in excess of $24,999.

It is incumbent upon authorized purchasing officials to consider State Purchasing or other Joint Purchasing opportunities before making purchases. State Purchasing and other Joint Purchasing programs not only satisfy the requirements for bidding but also satisfies the need for any quotations, saves shopping around and generally saves money. However, authorized purchasing officials will be responsible for ensuring that goods or services are of quality sufficient to meet the City's needs and that pricing is competitive.

A record of each joint or cooperative procurement must be documented using a Purchase Authorization form, or other form designated by the City, and attached to the purchasing record in the City's financial software. Authorization for joint purchases may be made in accordance with dollar thresholds above.

PASS-THROUGH CONTRACTS

Pass-through contracts are contracts that are entered into by the City, where City obligations for payment pursuant to such contracts are paid entirely by other entities or persons. Except as may be required pursuant to the provisions of Illinois Compiled Statutes (65 ILCS 5/8-9-1), the City Manager or his/her designee, may award and execute all pass-through contracts, regardless of price, for supplies, equipment, services or construction which are funded entirely by non-City entities or persons without the expenditure of City funds or commitment to future City funds, provided that prior to the execution of the contract, a commitment for payment from the funding source is obtained through a funding agreement or a deposit and reimbursement agreement.

WAIVER OF COMPETITIVE BIDDING

The City Council, by a two-thirds vote of all the Council members holding office, may waive bidding procedures and enter into a contract or agreement. Requests for bid waivers must be made only when goods or services are proprietary (e.g. sole source), where standardization is necessary or desirable (e.g. furniture), in emergencies as defined in this policy or when it is in the best interests of the City to do so. In any instance, a statement justifying the need for a bid waiver must be included in the department's recommendation to City Council.

CHANGE ORDERS AND AMENDMENTS TO CONTRACTS

A change order is a written order to a contractor that is executed by the City, in accordance with an existing contract, that authorizes an addition to, deletion from, or an adjustment or revision of requirements of contract documents, or to the time for performance of a contract, or a combination thereof.

City policies and procedures must be followed to ensure that proposals underlying an anticipated increase in expenditures is appropriate, accurate and cost efficient. Authorized personnel will negotiate the best possible price for the City when seeking expenditures in excess of the original contract price. A change order or an accumulation of change orders pushing a contract or purchase total into a higher commitment dollar threshold must be approved as required for that higher signature dollar threshold.

The City Manager is authorized to execute change orders to contracts that were originally approved by the City Council, so long as accumulated change orders for such projects do not exceed the amount approved by City Council including any contingency amount.

Any change order to a public works contract that, when added to all other changes to the contract, increases the original price of the contract or any subcontract by 50% or more, will require the portion covered by the change order to be resubmitted to bidding or quotes in the same manner as applicable to the original contract or subcontract (50 ILCS 525/5).

ASSIGNMENT OF CONTRACTS

No purchase order, contract or other obligation between the City and a vendor, services provider or contractor will be assignable or transferable in any manner by the vendor, services provider or contractor without the written consent of the City Manager.

PERSONNEL EXPENDITURES

Because personnel costs are the largest expenditure area of the annual budget, compensation guidelines are established annually by City ordinance or defined in local bargaining agreements.

TRAVEL AND TRAINING

Control of travel and training expenses are the responsibility of each department director. It is a two-part process that requires: 1) authorization of estimated expenses in advance, and 2) approval of actual expenses post-event. It is the responsibility of all personnel incurring business expenses on behalf of the City and those responsible for the approval of these types of expenses to know and comply with the City's Travel and Training policy.

CITY-ISSUED CREDIT CARDS

City-issued credit cards may be used to pay for supplies, materials, or other items in accordance with City policies. City-issued credit cards may be used in making online purchases; purchases from vendors who are expected to be used for a one-time purchase; when a vendor will not invoice the City; or when a conference registration cannot be completed by mail due to check processing and mailing times. Using a City-issued credit card will not preclude authorized personnel from requirements to obtain quotes prior to completing purchases when applicable. It is the responsibility of each cardholder to know and comply with the City's Credit Card policy. Opening retail accounts, lines of credit and other accounts in the name of the City is strictly prohibited unless authorized and directed by the Director of Finance.

PETTY CASH
Petty cash funds are established to pay for infrequent purchases that are generally less than $50 and require immediate payment. Notary fees, postage and emergency purchases of office supplies are traditional expenses that fall into this category. It is the responsibility of employees to know and to comply with the City's Petty Cash Policy.

REBATES
Rebates are types of incentive programs that suppliers offer their customers. Whether a rebate is in the form of money, "free" merchandise or future benefits, rebates or rights to claim rebates will be property of the City. No employee may apply for or claim a rebate for goods and services paid by the City. All applications for rebates may be made only by the Director of Finance or his/her designee.

TAX EXEMPTION
City purchases are exempt from State retail/occupation taxes as evidenced by the City's tax exemption certificate. Employees must take steps necessary to provide City tax exemption information to vendors so the City is not charged for these taxes.

W-9 INFORMATION REQUIRED
All vendors will be required to submit a completed Internal Revenue Service (IRS) Form W-9 to the City prior to the execution of a contract or purchase.

NON-BUDGETED EXPENDITURES
Non-budgeted expenditures will require City Council approval of a budget amendment before the purchase or commitment is made.

PURCHASES MADE NEAR YEAR END
Purchases made near the end of the fiscal year (December 31) will be expensed against the fiscal year in which goods are received or service rendered regardless of when a Purchase Requisition was processed.

CONFLICT WITH OTHER LAWS AND REQUIREMENTS
If any contract or amendment thereto is entered into or purchase or expenditure of funds is made at any time in violation of this policy, City Code or any other law, the contract or amendment thereto may be declared void by the City Manager or may be ratified and affirmed, provided the City Manager determines that ratification is in the best interest of the City. If the contract is ratified and affirmed, it will be without prejudice to the City's rights to any appropriate damages.

In the event of a conflict between this policy and the requirements of any federal law binding the City, such federal law will take precedence. In the event of a conflict between this policy and State law requirements, this policy will take precedence to the full extent of the City's home rule power. To the extent permitted by law, this policy will not prevent the City from complying with terms and conditions of any grant, gift, agreement or bequest.

RECORD RETENTION
All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreements or bond covenants, whichever is applicable and most restrictive.

TITLE:	**TRAVEL AND TRAINING**	**POLICY NO.:**	**2**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	All City personnel responsible for initiation, execution and authorization of travel and training expenses	**REVISION DATE:**	06/04/2024

POLICY

Control of travel and training expenses are the responsibility of each department director. It is a two-part process that requires: 1) authorization of estimated expenses in advance, and 2) approval of actual expenses post-event. Authorization of estimated expenses in advance allows the employee and the department director to agree on expected costs before accommodations are booked and ensures that adequate budget funds are available. Approval of actual expenses post-event indicate that expenses are appropriate and in compliance with City policies.

When conducting business on behalf of the City, City of Crystal Lake employees will be guided by principles of accountability, transparency, efficiency and economy. City personnel incurring business expenses on behalf of the City, and those responsible for approval of these expenses, are expected to use the same care that a prudent person would exercise if traveling on personal business or using personal funds. Consideration should be given to staffing requirements of the department and to the cost of non-productive or lost work time while in travel.

The City will not reimburse employees for travel costs of immediate family members traveling with employees on official City business. Should a family member accompany the employee for personal reasons, only those costs related to the employee's travel may be reimbursed.

Whenever an employee, for his/her convenience, travels by an indirect route or interrupts City travel for personal travel, any additional expenses related to personal travel will be the responsibility of the employee.

All non-mandatory training and related travel expenses may be subject to recovery by the City in the event that an employee voluntarily terminates his or her employment within three (3) months from the conclusion of the training. Collective bargaining agreements may impose additional restrictions.

This policy will apply to all funds under City control for travel and training and are superseded only in those instances where grant agencies apply specific and more restrictive rules and rates.

TRAVEL AND TRAINING AUTHORIZATION

Unless otherwise noted, allowances for travel by personal vehicle will be limited to standard mileage rates for business use as established by the Internal Revenue Service (IRS). Travel allowances for lodging and meal expenses may be limited to per diem rates established by the U.S. General Services Administration (GSA).

Written requests for travel and training authorization must include the following as applicable:

- Documentation detailing the cost of any training conference or seminar;
- Documentation detailing the cost of transportation (e.g. a printout of a ticket of intended purchase or of a price comparison website showing the cost of the ticket);
- Documentation detailing the cost of lodging (e.g. a printout of the lodging price or of a price comparison website showing the cost of lodging);
- Documentation detailing the per diem lodging rate for the destination (a printout from the GSA website); and
- Documentation detailing the per diem meal and incidental expense rate for the travel destination (a printout from the GSA website).

Failure to submit required documentation will result in the denial of a request.

Allowances greater than per diem rates established by the U.S. Governmental Services Administration (GSA) may be authorized when lodging and/or meals are secured at a pre-arranged location such as a hotel where a meeting, conference or training session is held; costs have escalated because of special events or natural disasters; or for other reasons approved by the department director and City Manager.

Excess costs, circuitous routes, luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable.

MAXIMUM ALLOWABLE EXPENSES

Airfare

City employees are expected to obtain the lowest available airfare that reasonably meets business travel needs. This may require the employee to book flights as far in advance as necessary to avoid premium pricing and to make reasonable adjustments to their travel plans for flights that include a stopover or a connecting flight taking into consideration other travel expenses that may become necessary. Some discounted fares have travel restrictions and may require payment of change or cancellation fees so good business judgment must be exercised when purchasing a non-refundable ticket.

When common carriers furnish the same service at different fares between the same points for the same type of accommodations, the lowest cost provider should be selected.

Reimbursement for air travel will be limited to coach or economy class tickets only. Airline receipts or itineraries must reflect the City employee's name, flight information, ticket number, airfare amount and form of payment.

Fees for the first piece of checked baggage will be eligible for reimbursement only with a receipt or other supporting documentation accepted by the City. Additional bags or special baggage fees will not be eligible for reimbursement unless approved by the department director prior to travel.

In the event that a flight is cancelled, the employee must notify his/her department director and take appropriate steps to recover any unused fare and bag fees.

Ground transportation to and from the airport is eligible for reimbursement. This includes personal automobiles, public transportation, taxi or ride-sharing services as appropriate. Employees are encouraged to use the lowest cost option that allows for the safety of the traveler. Ground transportation expenses are eligible for reimbursement with a receipt.

Lodging

Lodging reservations should be made at the same time as air travel to ensure availability. No reimbursement will be made for trips less than 100 miles from an employee's residence unless a special exception due to a compelling need or business reason is granted by the City Manager before booking.

Lodging should be reserved at the best available rate (government or corporate rate, if available), that allows for the convenience and safety of the employee. Lodging expenses will be eligible for reimbursement up to: 1) the cost using lodging at a pre-arranged group rate in conjunction with a conference or meeting; or 2) the daily lodging rate as determined by the U.S. General Services Administration (GSA) for the geographical location of lodging. More information relating to a per diem allowance is available on the GSA website.

Reimbursement for lodging accommodations will be limited to standard room rates (or equivalent) for the maximum number of nights required to conduct City business.

Itemized receipts showing daily expenses and form of payment will be required for lodging expenses. Receipts must reflect the number of occupants and specific details for any additional charges (meals or amenities such as the use of an internet connection, etc.).

In the event of a change in plans or a cancellation, the employee must notify his/her department director and take appropriate steps to cancel the lodging reservation so as not to incur cancellation charges. Cancellation charges will not be reimbursed by the City unless approved by the City Manager.

City-Owned Motor Vehicle

Employees are encouraged to utilize a City-owned motor vehicle in order to conduct City business rather than taking their personal vehicle. See the City's Motor Vehicle policy for more information.

Employees are encouraged to utilize the City's fuel card for fuel purchases whenever practical. Fuel purchases will be eligible for reimbursement only with a receipt.

Toll charges and parking fees, substantiated by receipts or other documentation acceptable to the Director of Finance, will be eligible for reimbursement. Tickets, fines and/or lock-out fees will not be reimbursed.

Privately-Owned Automobiles

Employees receiving a monthly flat rate vehicle allowance as part of a compensation package will be required to travel for City business using their personal automobile. The vehicle allowance covers costs related to the operation of the employee vehicle, including service, maintenance, insurance, depreciation and fuel. Fuel is not eligible for reimbursement under the vehicle allowance method and fuel purchases using a City-issued credit card are prohibited.

Reimbursement for vehicle mileage to an employee who occasionally uses their personal vehicle for City business and are not in receipt of a monthly vehicle stipend, may be approved if considered advantageous to the City. Personal vehicle mileage is advantageous when it is the least costly method (taking into account the cost of additional travel time) of all options including a City motor vehicle, public transportation, ride-share, taxi, or rental car. Personal vehicle mileage may be eligible for reimbursement based on the IRS standard mileage rate.

Mileage-based reimbursement will be limited to the lesser of:

- The distance from the individual's workplace to the destination, and back to the individual's workplace; or
- The distance of the individual's place of residence to the destination, and back to the individual's place of residence.

Travel must utilize the most direct route unless an alternate route will be less time consuming, safer and/or more effective. Normal commuting costs of traveling to and from work will not be reimbursed.

Mileage-based reimbursement covers all costs related to the operation of a vehicle, including service, maintenance, insurance, depreciation and fuel. Fuel is not eligible for reimbursement under the standard mileage rate method and fuel purchases using a City-issued credit card are prohibited.

Toll charges and parking fees, substantiated by receipts or other documentation acceptable to the Director of Finance, will be eligible for reimbursement. Tickets, fines and/or lock-out fees will not be reimbursed.

See Section 6.9 (Vehicle Allowance) and 7.12 (Personally Owned Vehicles Used in Service to the City) of the City's Personnel Policy Manual for additional information.

Automobile Rentals

Rental automobiles may be used as necessary but must be approved in advance by the department director and the City Manager.

Vehicle rental agencies may have minimum age requirements and all require a valid driver's license. Insurance coverage requirements should be confirmed by the City Manager's office prior to making any automobile rental arrangements.

Reimbursement will be limited to compact or mid-sized vehicles when two or fewer employees are traveling together. A full-sized vehicle may be used for three or more employees traveling together.

Employees are encouraged to decline pre-fill options and make every effort to refuel at a gas station prior to returning the vehicle at the end of the rental period. Fuel charges will be eligible for reimbursement when substantiated by a receipt.

Only Global Position System (GPS) upgrades are eligible for reimbursement; other upgrades (e.g. satellite radio) will not be reimbursed.

To be eligible for reimbursement, itemized vehicle rental receipts must reflect vehicle mileage in/out and form of payment.

Employees may accept "Personal Effects and Personal Accident" coverage to insure against loss of personal items due to theft at their own discretion. However, this expense is not reimbursable.

Toll charges and parking fees, substantiated by receipts or other documentation acceptable to the Director of Finance, will be eligible for reimbursement. Tickets, fines and/or lock-out fees will not be reimbursed.

Other Ground Transportation

Whenever practical, employees moving between locations within a destination, such as between airports, lodging and meeting sites, are encouraged to use airport shuttles, hotel shuttles and other public transportation. Taxi or ride-sharing services may be used as appropriate, taking into consideration the cost of other means of transportation. These expenses are eligible for reimbursement only with a receipt.

Reasonable local transit costs may be authorized in order to obtain meals only when the nature and location of the training, conference or meeting is such that meals cannot be obtained within reasonable walking distance. Expenses claimed to obtain a meal for personal convenience or preference, however, will not be reimbursed.

Meals

The per diem allowance for meals and incidentals (M&IE) while on City business will follow rates (including any applicable tax and tip) determined by the U.S. General Services Administration (GSA). Per diem allowances vary by geographical location. More information relating to a per diem allowance is available on the GSA website.

Per diem meal expenses may be eligible for reimbursement based on the schedule below.

Meal	If travel is required to begin before	Or, if travel is required to conclude after
Breakfast	6:00 a.m.	8:00 a.m.
Lunch	11:00 a.m.	1:00 p.m.
Dinner	5:00 p.m.	7:00 p.m.

If the cost of a meal is included in the registration for a seminar or conference, no reimbursement will be made unless dietary or religious reasons prevent the employee from consuming a conference-provided meal. Exemptions require advance approval from the department director. No reimbursement will be provided for meals included in daily lodging rates or for meals provided by an event's sponsor.

Employees must obtain itemized meal receipts that reflect such standard elements as the date and time of purchase, specific item(s) purchased and related details such as taxes and gratuities (if applicable) in order to be eligible for reimbursement. The meal's business purpose and names of other attendees (if applicable) must be documented.

Expenses for luncheon meetings that are job related through professional associations may be exempted from per diem requirements with advance approval from the department director.

Alcoholic beverages, non-alcoholic beer (which may contain up to 0.5% alcohol by volume) and cannabis-infused products will not be eligible for reimbursement. ***Receipts containing these types of items will not be accepted by the City and reimbursement for any legitimate costs reflected therein will be forfeited.***

Conference Registration Fees
Registration fees for conferences will normally be paid by the City prior to the actual event. A copy of the registration form must be forwarded to the Finance Department for processing or otherwise paid using a City-issued credit card.

Tipping
Tipping by a City employee for shuttle service, ride-sharing services or taxi is allowed up to 15% of the fare amount, however it is only eligible for reimbursement when supported by a receipt.

Tipping by a City employee for meals is allowed up to 15% (20% for parties of 6 or more) of the pre-tax bill and will only be eligible for reimbursement when a detailed receipt is provided. Tips are included in the GSA's calculation of the per diem allowance for meals and incidentals (M&IE).

Courtesy tipping, such as tips paid to parking attendants, bellhops or housekeeping, are not essential to the transaction of official City business. Therefore, they are will not be reimbursed.

UNAUTHORIZED EXPENSES

City of Crystal Lake funds must not be used for personal travel or for travel by members of the employee's party who are not traveling on City business. Further, employees will not be compensated for personal travel costs incurred in conjunction with business travel.

The following are common expenses that are considered personal and, will not be reimbursed:

- Alcoholic beverages, cannabis-infused products and tobacco products;
- Membership fees to airport clubs;
- Optional baggage insurance;
- Passports;
- Personal vehicle insurance;
- Repairs to personal vehicles that may be damaged while on City business;
- Car washes and detailing;
- Traffic violations and court costs;
- Gasoline purchases when mileage is being reimbursed;
- In-room entertainment (movies, games, etc.);
- Optional conference activities not included in general conference fees;
- Reading materials for use during travel;
- Clothing, luggage and toiletries;
- Cleaning, pressing and laundry;
- Medication (prescription or over-the-counter) or personal medical devices;
- Beautician, barber, manicurist and shoe shine;
- House-sitting fees, pet care or kennel fees; and
- Financing or late fees charged against personal credit cards.

EXPENSE REPORTING AND AUTHORIZATION OF EXPENSES

Expenses associated with travel and training must be reconciled and substantiated using an expense report form approved by the Director of Finance, within 10 business days of the business travel end date. Approved, actual expenses that total more than any travel advance will be reimbursed to the

employee; approved, actual expenses that are less than the advanced amount will require the employee to return all excess money to the City at the time the expense report is made.

City employees will be responsible for submitting completed and accurate expense reports to the department director in a timely manner but no more than 10 business days following the business event end date. All expenses, regardless of whether they were paid directly to a vendor (e.g. registration fee) or paid using a City-issued credit card (e.g. hotel bill), must be documented on the expense report. All expenses must be substantiated by receipts that include standard elements such as date and time of purchase, specific item(s) purchased and related details such as taxes and gratuities (if applicable).

The department director fiscally responsible for the organizational unit to which expenses will be charged has the primary responsibility for reviewing and approving travel and training expenses so that only appropriate expenses are paid from City funds. Individuals must not authorize their own travel and training expenses, or approve expenses for employees to whom they report. Expenses of the City Manager must be submitted to the Mayor or Director of Finance for approval.

The department director or his/her designee is responsible for:

- Reviewing transactions for legitimacy, accuracy and sufficiency of documentation;
- Forwarding travel expense reports and supporting documentation to the Finance Department for processing;
- Promptly reporting an employee's departure from approved policies to the Finance Director; and
- Reporting known or suspected misappropriations to the Finance Director.

USE OF CITY-ISSUED CREDIT CARDS

A City-issued credit card may make travel easier for eligible employees to pay for business travel expenses by eliminating the need for travel advances and reimbursements and eliminating most out-of-pocket expenses. However, employees will still be responsible for obtaining necessary authorization, original receipts and for submitting a completed travel expense report to the department director. It is the responsibility of each cardholder to know and comply with the City's Credit Card policy.

TRAVEL ADVANCES

For employees who cannot otherwise use a City-issued credit card or their own personal credit card, travel advances may be issued for certain estimated out-of-pocket expenses. However, a travel advance will not be issued to an employee who has an overdue or delinquent advance. Travel advances must be approved by the department director, Director of Finance and the City Manager.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreements or bond covenants, whichever is applicable and most restrictive.

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TITLE:	**CITY-ISSUED CREDIT CARD**	**POLICY NO.:**	**3**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	All City personnel responsible for initiation, execution and authorization of purchases using City-issued credit cards	**REVISION DATE:**	06/04/2024

POLICY

It is the policy of the City of Crystal Lake to allow authorized employees to use City-issued credit cards for specific procurements. City-issued credit cards are designed to provide a convenient and efficient method of procuring low value goods and services, some examples include travel expenses, departmental supplies, subscriptions, online purchases and recurring vendor payments (where applicable). Their use will be subject to all other rules and regulations regarding purchasing and expenditure of public funds.

The Director of Finance will be responsible for the management of the program and for ensuring that departments follow federal, state and local laws, rules and policies relating to purchasing functions. Each department director will be responsible for the management of their employees' cardholder accounts.

CREDIT CARD ADMINISTRATOR

The Director of Finance will be responsible for the appointment of a City Credit Card Administrator. The City Credit Card Administrator will be the City of Crystal Lake's primary representative who will act as liaison between the credit card issuer and individual City credit cardholders. The City Credit Card Administrator will be responsible for setting up and maintaining individual credit card accounts, issuing cards, renewing cards and cancelling cards.

The City Credit Card Administrator will maintain access to any online portal provided by the issuing bank in order to view credit card transactions and to print and distribute monthly credit card statements.

The City Credit Card Administrator will track accumulated loyalty or reward points (if applicable). Loyalty or reward points will only be redeemed pursuant to the direction and approval of the Director of Finance.

CARD ELIGIBILITY AND SPENDING RESTRICTIONS

City credit cards will be available only to City employees who, in the opinion of their department director, have job responsibilities which can be more easily facilitated by the use of a City credit card. Non-employees such as contractors or volunteers are not eligible to obtain a City credit card.

Application for a new cardholder may be made by the department director to the City's Credit Card Administrator. New cardholders will be required to sign a City Credit Card User Agreement or other agreement as designated by the City, acknowledging receipt of a City credit card and conditions that govern its use. The new cardholder will take full responsibility for all charges made to the card.

Each City credit card will be limited to a maximum dollar spending limit per month on the basis of expected need as determined by the cardholder's department director in concurrence with the Director of Finance. Requests to increase or decrease spending limits may be made by the department director to the City's Credit Card Administrator. Changes in spending limits will require approval of the Director of Finance.

There may be limitations on acceptable merchant category codes (MCCs). Credit card issuers use merchant category codes to classify merchants by the type of goods or services provided in order to track and restrict transactions. In some instances, a purchase may be declined even though the purchase is in accordance with the City's procurement policy. Cardholders who need assistance with a declined credit card transaction should contact the City's Credit Card Administrator.

The City reserves the right to release and withdraw a City-issued credit card at any time, with or without cause.

LOYALTY OR REWARD POINTS

All loyalty or rewards points associated with use of City credit cards will remain property of the City. Loyalty or reward points may only be redeemed by the City Credit Card Administrator pursuant to the direction and approval of the Director of Finance.

UNAUTHORIZED CHARGES

Under no circumstance will a cardholder use the City credit card for personal purchases with the intent of reimbursing the City at a later date. Where inappropriate charges occur, the value of charges will be recovered from the cardholder and may result in disciplinary action. The following charges are prohibited:

- Cash advances;
- Charitable or political contributions;
- Items or services for personal use;
- Expenses incurred by a spouse, family member, or other person not authorized under the City's policies;
- Items or services that are not within a budgetary allocation or appropriation approved by the City Council;
- Travel and/or training costs that have not been pre-approved or are nonrefundable;
- Alcoholic beverages, cannabis-infused products, tobacco products, controlled substances, weapons, pornography or other charges for adult entertainment (movies, spas, optional conference activities not included in general conference fees, etc.);
- Gasoline purchases when mileage is being reimbursed;
- Repairs to privately owned vehicles;
- Charges made outside of the cardholder's approval authority;
- "Split transactions" in which a cardholder arranges for a vendor to split a large transaction into multiple smaller transactions to circumvent the City's procurement policy, including the requirement to obtain quotes prior to using a City credit card for items that require a Purchase Requisition;
- Purchases that may violate the City's ethics policy (such as purchases from vendor who might pose a conflict of interest for the purchasing employee or official);

- Purchases restricted by other laws, policies or guidelines (such as technology purchases, which may require prior vetting by IT staff); and/or
- Financing or late fees that are the result of a cardholder's failure to reconcile charges and credits against the monthly credit card billing statement in a timely manner.

City purchases are exempt from State retail/occupation taxes by evidence of the City's tax exemption certificate. Cardholders must take steps necessary to provide tax exemption information to vendors so the City is not charged for these taxes.

REQUIRED DOCUMENTATION AND AUTHORIZATION OF CHARGES

Each cardholder will be required to maintain a log of purchases and credits. Original documentation or receipts must be maintained for each entry in the transaction log and must include such standard elements as the date and time of purchase, specific item(s) or service(s) purchased, and related details such as taxes and gratuities (if applicable). Documentation for lodging expenses must include the number of people and specific details for any additional charges (meals or amenities such as the use of an internet connection, etc.). For meals, itemized receipts must be obtained. Cardholders will document the names of everyone in attendance and provide a description of the meal's business purpose.

Cardholders will be required to reconcile charges and credits on the transaction log to the monthly credit card activity statement within 7 business days of the statement date. The transaction log, itemized receipts and evidence supporting preapproval of expenses (if applicable) must be attached to a Purchase Requisition in the City's financial software and routed to the cardholder's department director for review and approval. The Purchase Requisition amount must equal the credit card activity statement less any disputed transaction amount(s).

The department director fiscally responsible for the organizational unit to which expenses will be charged has the primary responsibility for reviewing and approving credit card transactions so only appropriate charges are paid from City funds. Individuals must not authorize their own transactions or approve transactions for employees to whom they report. Expenses of the City Manager must be submitted to the Mayor or Director of Finance for approval.

The department director or his/her designee will be responsible for:

- Reviewing transactions for legitimacy, accuracy and sufficiency of documentation;
- Forwarding credit card activity statements and supporting documentation to the Finance Department for processing within 10 business days of the credit card statement date;
- Promptly reporting a cardholder's departure from approved policies to the Director of Finance;
- Reporting known or suspected misappropriations to the Director of Finance; and
- Obtaining a City-issued credit card from a departing employee and returning it to the City's Credit Card Administrator prior to approving any final payments due to the employee.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreements or bond covenants, whichever is applicable and most restrictive.

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TITLE:	**PETTY CASH**	**POLICY NO.:**	**4**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	Department Directors and Authorized Officials	**REVISION DATE:**	06/04/2024

POLICY

When other disbursement methods cannot be used, petty cash funds can provide cash to City departments and offices to cover minor expenses, such as reimbursement of City staff for small expenses like taxi fares, postage and office supplies, generally not to exceed $50. The City requires each petty cash fund to have an approved Custodian who documents expenditures, keeps receipts and safeguards the funds. Wherever possible, City departments and offices should use other disbursement methods (e.g. city-issued credit card).

PETTY CASH FUND

The following criteria will be considered when a petty cash fund is requested:

- The purpose of the petty cash fund;
- Whether or not the petty cash fund requirements can be met in another way, such as through the use of a city-issued credit card, which is the primary method for small, miscellaneous business expenses;
- How often will the petty cash fund turn over (be replenished); and
- The department's ability to properly safeguard petty cash funds.

Petty cash funds may only be established or modified with the approval of the Director of Finance.

PETTY CASH CUSTODIAN

The director of each department or office having a petty cash fund will appoint a petty cash Custodian. The Custodian will be responsible for enforcing petty cash rules and regulations, dispensing funds, replenishing funds and safeguarding cash.

If a petty cash fund is no longer necessary, the Custodian will be responsible for ensuring that the petty cash fund is reconciled and closed.

PETTY CASH RESTRICTIONS

Petty cash will not be used for the following:

- Cash advances;
- Charitable or political contributions;
- Items or services for personal use;
- Expenses incurred by a spouse, family member, or other person not authorized under the City's policies;

- Items or services that are not within a budgetary allocation or appropriation approved by the City Council;
- Travel, meal or conference costs that have not been preapproved;
- Cannabis-infused products, alcoholic beverages, tobacco products, controlled substances, weapons, pornography or other charges for adult entertainment (movies, spas, optional conference activities not included in general conference fees, etc.);
- Gasoline purchases or auto allowance when mileage is being reimbursed;
- Repairs to privately owned vehicles;
- Purchases that may violate the City's ethics policy (such as purchases from vendor who might pose a conflict of interest for the purchasing employee or official);
- Purchases restricted by other laws, policies or guidelines (such as technology purchases, which may require prior vetting by IT staff);
- Expenses subject to IRS reporting or withholding; and
- Purchases in excess of $50.

AUTHORIZATION

The director of the department or office fiscally responsible for the organizational unit to which expenses will be charged has primary responsibility for reviewing and approving all requests for petty cash so that only appropriate expenses are paid from City funds. Individuals may not authorize reimbursement of their own expenses, or approve expenses for employees to whom they report.

The director of the department or office having a petty cash fund is responsible for:

- Reviewing requests for legitimacy, accuracy and sufficiency of documentation;
- Forwarding requests for reimbursement to the petty cash Custodian for processing;
- Conducting unannounced cash counts of the petty cash fund, as frequently as necessary, to ensure proper administration of the fund;
- Promptly reporting an employee's departure from approved policies to the Director of Finance; and
- Reporting known or suspected misappropriations to the Director of Finance.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreements or bond covenants, whichever is applicable and most restrictive.

TITLE:	**ACCOUNTS PAYABLE AND VENDOR DISBURSEMENTS**	**POLICY NO.:**	**5**
APPLICABILITY:	All City	**APPROVAL DATE:**	06/04/2024
RESPONSIBILITY:	All City personnel responsible for initiation, execution and authorization of purchases	**REVISION DATE:**	

POLICY

It is the policy of the City of Crystal Lake to expend funds as efficiently as possible, to track and record such expenditures in the most effective and expedient manner, and to provide timely and accurate payment to all vendors.

City departments and offices with delegated authority to purchase goods and supplies on behalf of the City will develop, implement and maintain necessary procedures and a system of internal controls to facilitate timely payment of invoices and perform appropriate pre-audit procedures including:

- Matching the invoice/billing prices and quantities with amounts authorized on the purchase order;
- Verifying that the quantity invoiced was received per the receiving report;
- Checking invoice math for accuracy; and
- Assuring that all required documents are on hand and approved by the department director.

Approval of payment obligations are part of each department director's fiscal accountability. Approvals by department directors indicate their acknowledgement of satisfactory receipt of goods or services invoiced, agreement with all terms appearing on the vendor invoice, agreement with general ledger account coding, agreement to pay the vendor in full, amounts authorized are within the approved budget, and purchases are in compliance with applicable City policies.

BILLS LIST

Before each regularly scheduled meeting of the City Council, the Director of Finance will prepare a Bills List for the payment of all sums due from the City, listing each item and the account of which it is payable; which Bills List when approved by the Mayor and City Council, and signed by the City Manager, Director of Finance and one Council member will authorize the issuance of payment to vendors, contractors and others who provide supplies, services and/or equipment to the City. Such list will contain the statement of the Director of Finance and of the City Manager to the effect that all items contained therein are proper expenses due from the City for services performed or material furnished to the City. Approval of such list of items to be paid by the City Council on a roll call vote will constitute the City Council's approval of the payment of expenses listed thereon, provided that the Council may, in the motion to approve payment, except specific items from such approval, in which case such items will not be paid.

AUTHORIZED SIGNATORIES

Any two of the following City officials or City staff members or their successors will be authorized to sign checks, or other instruments for the withdrawal of moneys in operating accounts of the City: Mayor, City Clerk, City Manager and Director of Finance. Operating accounts are used for reimbursements, transfers,

employee compensation, benefits and payments to vendors, contractors, government agencies, financial institutions and others who provide supplies, services and/or equipment to the City.

PAYMENT TERMS

Unless otherwise specified, invoices for goods and services will be paid:

- On the date(s) specified in a contract;
- In accordance with discount terms or when discounts are offered and taken; or
- In accordance with the Local Government Prompt Payment Act (50 ILCS 505).

Invoices will be considered paid either on the date that an ACH payment is settled by the Federal Reserve Bank or the date a check for payment is dated. Checks will be mailed within two (2) business days of the check date to the address of record.

PAYMENT DISCOUNTS

Discounts should be taken when economically justified, but only after accepting goods or services. When a purchase discount is taken, payment should be made as close as possible to, but not later than the last day of the discount period.

PAYMENT CYCLE

Payments will be processed on the first and third Wednesday of each month following approval of the Bills List by the City Council. Exceptions may occur as a result of holidays or other special circumstances.

PRE-ISSUE PAYMENTS

Pre-issue payments are payments issued to vendors between payment cycles when an emergency or other extenuating circumstance, as determined by the Director of Finance, makes it impractical or unreasonable to process using a regular payment cycle. Pre-issue payments will not be issued in instances where reasonable means could have been taken to process a payment using regular payment cycles. Pre-issue payments will be subject to the same processes as payments using regular payment cycles except that they will be approved for payment by the City Council retro-actively.

Checks or electronic payments will not be distributed until two of the following City officials or staff members have approved them: City Manager, City Clerk, Director of Finance, and Assistant Director of Finance. Payments issued in amounts exceeding $25,000 will not be distributed without City Council approval and then only with approval of two of the City officials or staff members listed in this subsection. Exceptions to the $25,000 requirement include payments for the following items: utilities, debt service trustee payments and personnel benefits.

FORMS OF PAYMENT

Bills, invoices or other claims will be paid by check or draft on an official depository of the City. Automated Clearing House (ACH) transfers, wire transfers and other payment methods as approved by the City Council will be permitted. Cash payments for goods and services other than those paid from petty cash funds are prohibited.

It is the City's policy to encourage electronic forms of payment for all vendors.

Paper Checks

Paper checks may be issued to suppliers and vendors who do not accept electronic payment. Access to blank check stock will be controlled by the Assistant Finance Director. Blank check stock will include an adequate combination of safety features designed to protect against the possibility of forgery or fraudulent modification of the check once printed and distributed. All checks must be pre-numbered and used in sequence.

Whenever possible, Positive Pay or other bank offered security measures will be used to assist in detecting check fraud. Positive Pay is an automated cash-management service used by financial institutions to match checks issued by the City to checks that are presented for payment. Checks that are considered suspicious must be returned to the City for further examination.

Making checks payable to "cash" and signing or countersigning blank checks in advance is strictly prohibited.

Unless otherwise authorized, all checks will be mailed by the Finance Department. Payments involving special handling, such as overnight shipments or in-person pickup, will require advance approval from the Director of Finance.

Automated Clearing House (ACH)

All ACH payments will be coordinated and submitted by the Finance Department with responsibilities segregated between ACH initiation and authorization to release City funds.

Whenever possible, account validation services or other bank offered security measures for ACH payments will be considered. Account validation services allow the City to verify ownership of an account to which an electronic payment is directed.

Any returned or rejected ACH payment will be investigated and resolved within a time period sufficient to avert loss from fraud or negligence.

Wire Transfers

Wire transfers incur extraordinary bank fees and will be used only in special circumstances, subject to approval by the Director of Finance.

Petty Cash

Petty cash funds are established to pay for infrequent purchases that are generally less than $50 and require immediate payment. Notary fees, postage and emergency purchases of office supplies are traditional expenses that fall into this category. It is the responsibility of employees to know and to comply with the City's Petty Cash policy.

VOIDED OR CANCELED CHECKS

A voided check is a check spoiled in the process of preparation before it is recorded monetarily in the City's financial records. A canceled check is a check recorded monetarily in the City's financial records which is reversed from the City's accounting records and is not paid by the bank.

Voided or canceled checks must be defaced and retained until completion of the external audit for the year in which they were defaced.

A replacement check may be authorized by the Director of Finance for a canceled check upon presentation of the original, canceled check to the Director of Finance.

STALE DATED CHECK

Checks drawn on City bank accounts that remain outstanding after ninety (90) days will be considered stale dated, and should not be honored by the City's bank if presented for payment.

The Accounting Manager will be responsible for requesting a stop payment with the City's depository bank for stale dated checks.

A replacement check may be authorized by the Director of Finance upon presentation of the original, stale dated check to the Director of Finance or confirmation from the bank that the original check has not cleared the account and that a stop payment order is in effect.

LOST, STOLEN AND MISSING CHECKS

The Accounting Manager will be responsible for requesting a stop payment with the City's depository bank for a lost, stolen or otherwise missing check.

A replacement check may be authorized by the Director of Finance upon confirmation from the bank that the original check has not cleared the account and that a stop payment order is in effect.

UNCLAIMED CHECKS

Checks that remain outstanding for six (6) months after the check date will be written off and the funds accounted for as a liability in the City's financial records. Any check that is left unclaimed for a period of three (3) years will be considered abandoned and be escheated to the State in accordance with the Revised Uniform Unclaimed Property Act (765 ILCS 1026).

VENDOR MAINTENANCE

The Finance Analyst will be responsible for the establishment and maintenance of vendor information in the City's financial system. All vendors will be required to submit a complete and accurate Internal Revenue Service (IRS) Form W-9 to the City.

The City reserves the right to withhold payments from vendors failing to meet W-9 filing requirements until such form is filed with the City.

REPORTING

The City will comply with requirements of Public Act 102-0265 for collection and publication of data from all vendors and subcontractors doing business with the City.

The City will comply with requirements of 65 ILCS 5/3.1-35-65 to prepare an account of all moneys paid out by the City where the total amount paid during the fiscal year exceeds $2,500 in the aggregate, giving the name of each person to whom moneys were paid and the total paid to each person, and to publish such account at least once in one or more newspapers having a general circulation within the City.

The City will comply with requirements to report payments as applicable to the Internal Revenue Service (IRS).

FISCAL YEAR END CUT-OFF

All financial and accounting transactions must be recorded in the fiscal year in which they are made to properly report the City's financial position as of December 31st. If services are performed or an item is received by December 31st, then the invoice amount will be charged to the fiscal year ended December 31st regardless of the date of the invoice or when the invoice is actually paid. Invoices for the fiscal year ending December 31st must be received by the City no later than February 15th of the following year.

CREDIT BALANCES

The Accounts Payable Coordinator will monitor outstanding accounts payable for credit balances. Where a credit cannot be matched to an outstanding invoice because there is no expectation of an ongoing relationship with a vendor, the Director of Finance may authorize the Accounts Payable Coordinator to request a refund.

RECONCILIATIONS

Bank statements will be reconciled to accounting records each month. The Director of Finance or his/her designee will be responsible for completing an independent review of the bank statement reconciliation and any accompanying canceled checks.

The Accounting Manager will be responsible for reconciling outstanding accounts payable invoices to the accounts payable control account in the general ledger.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreement or bond covenants, whichever is applicable and most restrictive.

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TITLE:	**ACCOUNTS RECEIVABLE AND COLLECTIONS**	**POLICY NO.:**	**6**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	Department Directors and Authorized Agents	**REVISION DATE:**	06/04/2024

POLICY

The City is committed to efficiently and effectively managing the collection of all account receivables. Account receivables include obligations that arise from providing goods and services (e.g. water and sewerage service, emergency services, special police detail, traffic signal maintenance, etc.) in advance of payment.

Under the guidance of the Director of Finance, each City department or office whose services or functions result in a billable fee, charge or other cash recovery comprising an account receivable will develop, implement and maintain necessary procedures and a system of internal controls to ensure that revenue from all sources is identified, billed and collected in a timely and efficient manner; ensure consistent and equitable treatment to debtors and regular communications on amounts owing; ensure uncollectible accounts receivable are written off under the proper authority, and only after all reasonable and appropriate collection action has been taken.

SEGREGATION OF DUTIES

Efforts must be made for the physical and electronic separation of duties and responsibilities between the following:

- Invoicing customers
- Approval of transactions
- Approval of adjustments
- Receipt of payments
- Accounting oversight

INVOICE STATEMENTS

An account receivable for goods and services provided in advance of payment will be documented by the issuance of an invoice using the City's financial system. Departments that utilize specialized systems to capture and store unique operational data to generate, record and collect accounts receivables will be required to provide periodic reports of such account receivables to the Director of Finance.

No billing activities, including invoices or billing statements, will take place outside approved systems or require payment through any unapproved billing address.

PAYMENT TERMS

With the exception of water and sewerage bills coming due on the 21st day of each month, the City's standard payment terms are 30 days. Payment terms other than 30 days must be approved in writing by the City Manager.

SPECIAL CIRCUMSTANCES

In cases where the account receivable is the result of a recovery for damages caused by accidents, the invoice may be sent to the insurance company involved and not the individual or company responsible for the accident unless the individual or company was uninsured at the time of the accident.

DEPOSITS

Staff are encouraged to request a deposit from customers when an estimate for the service may be reasonably calculated. Once services are provided, the customer will be billed for the total cost of the service and the deposit will be deducted from the invoice. Interest will not be paid on any deposit held by the City unless mandated by statute.

CREDITS AND OTHER ADJUSTMENTS TO ACCOUNTS RECEIVABLE

From time to time, credits against accounts receivable from transactions other than payments and bad debts will occur. Examples of other credits include:

- The customer did not receive the goods or service;
- The invoice was issued in error (e.g. wrong customer, quantity or amount);
- A deposit is held by the City which must be applied to the invoice;
- An invoice payment was received and deposited directly to a department's revenue account in error; or
- Other valid reason (must be documented).

All credits and other adjustments must be properly authorized. Staff will maintain adequate records of credits and other adjustments issued and report monthly to the Director of Finance of all credits and other adjustments issued during the month.

CREDIT BALANCES

Written procedures will be maintained for periodic review of credit balances to determine the underlying cause. Errors will be corrected timely and refunds provided to customers when appropriate. Accounts receivable credit balances resulting from customer overpayments may be applied to future goods or services when there is an expectation of an ongoing relationship with the customer.

REFUNDS

Requests for refunds will only be processed if the amount paid, the source of revenue and the reason for the refund are substantiated. Refunds must be properly authorized and issued within sixty days of the receipt of overpayment or notification from the customer. Interest will not be paid on any proceeds to be refunded unless mandated by statute.

A refund will only be made for an amount equal to or greater than $10, unless mandated by statute. A department director may waive this $10 restriction due to financial hardship.

PAYMENT PLANS

Payment arrangements may be negotiated with the delinquent customer who agrees to pay the debt, but are unable to pay in one immediate lump sum. Customers will be required to sign a Payment Agreement or other form designated by the City as evidence of their acceptance of terms thereof. Payment Agreements will:

- Detail the schedule of payments negotiated with the customer and extend for a period not to exceed (a) the next event/booking/service, (b) 12 months, or (c) payment period approved by the City Manager;
- Require approval of the Director of Finance for amounts that are no greater than $10,000;
- Require approval of the City Manager for amounts greater than $10,000 but which are no greater than $25,000;
- Require approval of the City Council for amounts greater than $25,000; and
- Require approval of the City Manager to extend or renegotiate the Payment Agreement.

Customers should not be provided with more than two (2) Payment Agreements. Subsequent requests should be denied and regular collection procedures will be followed.

Payment Agreements must be properly authorized and adequate records (e.g. compliance with payment terms) be maintained.

AGING RECEIVABLES

The goal of the City is to ensure prompt payment of all amounts due. It shall be the responsibility of each department or office to monitor aged accounts receivables and to provide statements to debtors on a monthly basis, providing meaningful and concise information on the status of their debts.

COLLECTION TECHNIQUES

Acting on a delinquency quickly enhances the probability that the delinquency can be "cured" or the account receivable fully collected. Departments or offices will consider available collection techniques at their disposal after normal collection activities have been exhausted but no earlier than 90-days overdue unless circumstances warrant such action.

Collection techniques may include but are not limited to assessment of late charges, penalties and/or administrative fees, license or permit revocation, referral to private collection agencies and litigation. When determining the appropriate collection technique or tool to use, departments and offices will consider whether the department or office is required by law to use the account receivable collection tool, the size and age of the accounts receivable, the type of account receivable, the availability of the account receivable collection tools, whether one tool can be used concurrently with another tool, the time and resources required to use the collection tool, the feasibility of using each tool, including any legal or contractual constraints and the cost of each tool relative to the size of the account receivable. Use of specific collection techniques for categories of accounts receivable is contingent upon approval of the Director of Finance.

All collection efforts must be undertaken in accordance with applicable federal, state and local laws and all contact with the debt must be documented in account files.

Notices concerning a delinquent account must include the amount and type of account receivable owed, and, where applicable, advise of authorized fees, penalties and/or late charges.

Any and all fees, charges and administrative costs incurred by the City in the collection of the unpaid debt and financial defaults, will be added to amounts subject to collection.

The Director of Finance is authorized to collect delinquent debts on behalf of departments and offices within the City that do not specialize in the collection function.

LIENS

Various provisions in the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq) allow municipalities to record liens against property which generally will be paid when the encumbered property is sold, transferred or foreclosed. A lien is a recorded notice that the party against whom the lien is filed is indebted to the person recording the lien, or the "lien holder". Since liens "attach" to the real property owned by the debtor, any prospective purchaser will ordinarily require the lien be satisfied before agreeing to acquire the property. Once a lien is recorded, the lien holder can also bring a lawsuit to foreclose the lien, much like a defaulted mortgage. The lien remains in effect for 7 years, even if the lien holder does not force a sale. The lien holder can also renew the lien twice, for a total of 21 years.

Illinois statutes specifically provides for the following liens:

- Demolition Liens;
- Water and Sewer Service Liens;
- Weed Cutting Liens;
- Pest Extermination Liens;
- Removal of Infected Trees Liens;
- Garbage, Debris and Graffiti Liens;
- Board Up Costs Liens;
- Municipal Tax Liens; and
- Administrative Adjudication Liens.

Statutory language controls how the lien is created, the operation and priority of a lien. The City Council has delegated the authority to execute and record liens to the Director of Finance.

LOCAL DEBT RECOVERY PROGRAM

Effective January 1, 2012, Public Act 97-0632 established the "Local Debt Recovery Program" to allow units of local government to collect certain types of outstanding debt in coordination with the Illinois Comptroller's office. Pursuant to this program, the City certifies to the Comptroller's office that a debt is owed from a particular individual or organization. In the event that the State owes money to that same person or organization, the State will discount its payment to the individual or organization and redirect proceeds to the City for the benefit of the debtor's account.

The City is statutorily required to follow certain collection procedures before outstanding debts are eligible to be sent to the State of Illinois' Local Debt Recovery program.

LETTERS OF CREDIT & PERFORMANCE GUARANTEES

The Director of Finance may review Letters of Credit or other performance guarantees on hand and in collaboration with the respective department director and City Attorney, determine if letters of credit or other performance guarantees can be utilized to reduce amounts owing to the City.

DISCONTINUATION OF SERVICE

Departments or offices in consultation with the Director of Finance must continually assess the ongoing financial risk to the City of continuing to provide products or services to any delinquent customer. A

determination whether to stop work and/or cease providing services to a customer with unpaid balances should only occur after consultation with the City Manager.

COLLECTION AGENCIES

Collection activities undertaken by outside collection services on the City's behalf must be performed in a manner consistent with requirements of local, state and federal laws as they relate to account receivable collection practices.

Subject to the following paragraph, no settlement of an account receivable will be approved unless the debtor pays the full amount of the account receivable, including any authorized penalties, fees and/or administrative costs, or the debtor agrees in a manner that is documented to pay the full amount of the receivable in installments. The City reserves the right to require references and to seek other information it deems necessary as a condition of any settlement involving installment payments.

All negotiated settlement plans contemplating total payment by a debtor in an amount less than the full amount of the underlying account receivable will require preapproval in accordance with limits established for Write Offs. Amnesty programs may be offered only with the prior written approval of the City Council.

The City will not use collection agencies for debt due from the following:

- Other governmental agencies;
- City employees from whom the City can recover by action: and
- Participants in a current appeal or a court proceeding.

COLLECTION ATTORNEYS

Accounts may be transferred to collection attorneys in cases such as:

- Contractual disputes or situations requiring legal interpretation;
- Customer is insolvent or bankrupt;
- Collection Agency is unsuccessful in collecting funds;
- The Director of Finance deems the referral of the file to a collection attorney will increase the likelihood of collection; or
- Recommended by the City Manager to pursue legal action.

Pertinent documentation must be provided to the collection attorney in a timely manner to allow sufficient time to initiate legal proceedings within the statutory limitation period.

ALLOWANCE FOR DOUBTFUL ACCOUNTS/BAD DEBT EXPENSE

The City of Crystal Lake will maintain a reserve for uncollectible accounts receivable. At the end of each fiscal year, the Accounting Manager will evaluate the collectability of receivables to determine an appropriate allowance for uncollectible amounts. The following factors will be used to determine adjustments to the allowance for doubtful accounts:

- An analysis of outstanding, aged accounts receivable;
- Historical collection and bad debt experience; and
- Evaluations of specific accounts based on discussions with billing departments.

Year-end adjustments to the reserve for uncollectible accounts will be performed with authorization of the Director of Finance. This reserve account will be used in the following year to write off items that are deemed uncollectible after further collection efforts have been exhausted.

WRITE-OFF

Doubtful Accounts will be written off when:

- Listed with a Collection Agency:
    - And identified by the Collection Agency as uncollectable, untraceable, deceased, bankrupt or advises that no assets remain to pursue further collection efforts;
    - Or the account has been with the Collection Agency for more than 2 years;
- Litigation is unsuccessful or deemed unlikely to be successful;
- The City receives notification of bankruptcy from the Trustee in Bankruptcy;
- Payments are negotiated for a reduced amount;
- It is deemed unfeasible to pursue the outstanding amount as the cost to collect would exceed the value of the debt; or
- All collection methods are deemed to have been exhausted.

Write Offs will be applied against the related/appropriate Allowance for Doubtful Accounts, or to the Bad Expense account if no allowance was recorded.

Amounts due the City which are no greater than $1,000 may, after reasonable efforts for the collection or settlement thereof have been exhausted, be authorized by the Director of Finance to be canceled, written off or modified based on written procedures developed by the Director of Finance and approved by the City Manager.

Amounts due the City which are in excess of $1,000 but which are no greater than $5,000 may, after reasonable efforts for the collection and settlement thereof have been exhausted, be authorized by the City Manager or designee to be canceled, written-off or modified in part upon recommendation of the Director of Finance.

Amounts due in excess of $5,000 which are due any department of the City, including its public utilities, from any individual or corporate debtor thereto under provisions of leases, contracts, other instruments or agreements, or under provisions of rate or other ordinances or resolutions, or which are due and legally enforceable from any person, corporation or insurance company as a result of damages to City property, may not be canceled, written-off or otherwise modified without the authorization of the City Council upon recommendation of the City Manager.

Staff will maintain adequate records of any amounts that have been written off and report monthly to the City Council on any write-off action taken during the month.

Restitution cases will not be written off unless the judicial system disposes of the case.

Any monies recovered from the customer subsequent to the Write Off will be posted as a recovery of bad debt.

IRS REPORTING

Whenever possible, the Director of Finance will report write-offs or modifications of six hundred dollars ($600) or more to the internal Revenue Service (IRS), including debts discharged in bankruptcy and without regard to solvency; any amounts modified due to a debtor's inability to pay or the possibility that collecting the full debt would cost more than the debt is worth.

RECONCILIATION

The City will maintain subsidiary accounts for individual debtors in a manner that discloses, at a given point in time, the aggregate amount owed by each debtor as well as individual amounts making up the aggregate amount. City accounting systems will incorporate control accounts, where applicable, to ensure completeness and accuracy of individual accounts. The City's Accounting Manager will be responsible for their reconciliation.

DETECTION OF RED FLAGS

City employees that interact directly with customers will have initial responsibility for monitoring information and documentation provided by the customer and from any third-party service provider in connection with opening of new accounts and modification of or access to existing accounts and the detection of suspicious activities ("Red Flags") that may signal theft of another's identity. Red Flags include:

1. Alerts, notifications or other warnings received from consumer reporting agencies or service providers.
    a. A Consumer Reporting Agency alerts the City of a credit freeze, address disparity or that an account has been noted to have abusive or fraudulent activity.
2. The presentation of suspicious documents.
    a. Documents provided for identification purposes do not appear to be genuine and unaltered.
    b. The photo or physical description is not consistent with the appearance of the application.
    c. Information given to open the account is not consistent with the identification of the applicant.
3. The presentation of suspicious personal identifying information such as a suspicious address change.
    a. Personal identification is of the same type associated with fraudulent activity; fictitious address, mail box drop or prison or phone number is invalid; it is associated with a pager or answering service.
    b. Personal identification provided is associated with known fraudulent activity.
    c. Personal identification is inconsistent with utility records.
    d. The customer fails to provide all needed personal information upon request.
4. The unusual use of, or other suspicious activity related to an account.
    a. The City is notified of unauthorized charges or transactions in connection with a customer's account.
    b. Customers notify the City that they are not receiving their bill.
    c. Mail sent to a customer is repeatedly returned.
    d. Payments are made in a manner associated with fraud. For example, a deposit or initial payment is made and no payments are made thereafter.

5. Notice of possible identify theft.
    a. The City is notified by law enforcement officials or others, that it has opened a fraudulent account for a person engaged in identity theft.

When reasonable doubt exists to the true identity of a customer, no account will be opened or modified and access to an existing account, prohibited. Other appropriate responses include:

- Monitoring a covered account for evidence of identity theft;
- Contacting the customer;
- Changing passwords, security codes or other security devices that permit access to the customer account;
- Closing an existing account;
- Suspending collections on a suspicious account;
- Notifying law enforcement; or
- Determining that no response is warranted.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreements or bond covenants, whichever is applicable and most restrictive.

TITLE:	**CASH RECEIPTS**	**POLICY NO.:**	**7**
APPLICABILITY:	All city	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	Department Directors, Authorized Officials	**REVISION DATE:**	06/04/2024

POLICY

The Three Oaks Recreation Area and Finance Department are the only offices with blanket authority to collect and receipt cash and cash equivalents for the City. To accommodate City customers, the Director of Finance may delegate cash collection authority to employees in other departments. Without this approval, other departments and offices are prohibited from accepting or handling cash belonging to the City and should direct payers to the City's Finance Department.

Cash and cash equivalents include currency, coin, checks, credit and debit card transactions as well as electronic payments.

Under the guidance of the Director of Finance, each department or office collecting money on behalf of the City will develop, implement and maintain necessary procedures and a system of internal controls designed to safeguard City cash.

SEGREGATION OF DUTIES

Efforts must be made for the physical and electronic separation of duties and responsibilities between the following:

- Receipt of payments
- Deposits
- Accounting oversight

Standard cash controls should include:

- Delegating authority to receive and manage change funds to specific persons;
- Restricting access to cash to authorized persons only;
- Immediately recording cash upon receipt using a cash receipting system, cash register or pre-numbered receipts as provided by the Director of Finance;
- Balancing cash drawers at the end of the day or shift to cash receipt records;
- Making daily deposits; and
- Performing unannounced cash counts and periodic reviews of internal controls to ensure controls are sufficient and being followed.

DEPOSITS

Deposits should be made daily to safeguard assets and to maximize cash flow by authorized individuals not responsible for receipting cash. All deposits must be made intact. Cashing of checks from City deposits, borrowing cash for personal use, lapping receipts to cover shortages, withholding checks for

deposit in order to float checks, comingling of personal and City funds and modification of cash records is strictly prohibited. Deposits will be made only into authorized accounts of the City.

No bank account will be opened or closed without explicit authority of the Director of Finance.

COUNTERFEIT CURRENCY

All authorized cash handling personnel will be responsible for exercising reasonable care in screening cash transactions for counterfeit currency. This can include the use of counterfeit detector pens and machines, as well as, a visual check for security indicators such as watermarks, security ribbons, etc. If a questionable bill is received, the cashier must retain possession of the bill and immediately contact law enforcement. The bill must not be returned to the payer.

CHECK ACCEPTANCE

All checks must be written payable to the "City of Crystal Lake"; any other information on the payee line is for the convenience of the department or office and not necessary for proper credit. All restrictive endorsements will be made by the City's depository bank. The following guidelines will apply for check acceptance:

- All checks must be drawn on a U.S. domestic bank written in U.S. dollars;
- Checks must not contain preprinted messages (e.g. "not valid after 90 days", not valid for over $500", etc.) that make them invalid;
- No stale dated (over 90 days, etc.) or postdated checks should be accepted;
- Written amount (on legal line) and numerical amount (in courtesy box) must be the same;
- The check amount must be for the exact amount of payment; and
- The check must be signed by payer.

The cashing of checks is strictly prohibited.

RETURNED CHECKS

All checks returned by the City's depository banks as uncollected must be forwarded to the City's Accounting Manager. Examples of returned checks include: non-sufficient funds (NSF); account closed; payer's signature missing; refer to maker; and postdated or stale dated checks. Payments which are returned will be documented and reinstated as an account receivable. In addition, a returned item service fee may be added. Returned checks will be redeposited one time before a returned item service fee may be assessed.

For items that are returned a second time, it will be the responsibility of the Accounting Manager to notify the check writer and use due diligence to collect the amount of the check and returned item service fee from the payer. Generally, restitution should be in the form of currency, money order, cashier's check or certified check.

If after proper due diligence is performed collection problems exist, the Director of Finance may be consulted regarding returned items which remain uncollected after 90 days from the date of debit to facilitate collection.

CREDIT CARD PAYMENTS

Credit card data is high risk confidential information that is protected by state and federal law and the City of Crystal Lake has a legal obligation to protect it by following Payment Card Industry Data Security Standards ("PCI DSS"), aimed to prevent cardholder fraud and identity theft. The risks of non-compliance with security standards include: substantial fines and penalties imposed by credit card associations, liability for all financial losses incurred as a result of security failure and damage to the City's reputation.

To minimize risk associated with acceptance of credit cards, the City will not retain cardholder data, physically or electronically. Online transactions will be processed only through negotiated contracts with payment service providers and in-person transactions will require:

- EMV (chip) cards to be inserted or tapped onto card readers (unless swiping is the only option);
- Customer identification to be confirmed; and
- Receipts to be provided to customers immediately.

No contracts for credit card services will be entered into without the approval of the City's Director of Finance.

PREAUTHORIZED PAYMENTS (PAP)

Pre-authorized payments, also known as direct debits and pre-authorized debits, are amounts that are authorized to be taken from the customer's bank or credit card account on a regular basis to pay for goods or services. Departments and offices interested in establishing PAP services for their area must contact the City's Accounting Manager.

ELECTRONIC PAYMENTS

Prior to the initiation of electronic funds transfers into the City's bank account, the Accounting Manager must be contacted to ensure proper identification/credit of the transaction in a timely manner.

WIRE TRANSFERS

Wire transfers incur extraordinary bank fees and should be used only in special circumstances, subject to approval by the Director of Finance

CASH OVERAGES/SHORTAGES

All cash overages and shortages must be separately accounted for and reported. Department directors will closely monitor cash overages/shortages and identify trends or unusual occurrences of cash overages/shortages and must follow up on instances where shortages appear frequently. Where there is substantial reason to believe that a theft has been committed, the department director will report the incident immediately to law enforcement and provide the Director of Finance with a copy of the investigation report.

REFUNDS AND VOIDS

All requests for refunds and voided cash transactions must be supported by documentation stating the reason for the refund or void. Documentation must also include the signature or initials of the person recording the refund or void and the signature or initials of a supervisor responsible for reviewing refunds and voids.

All refunds must be property authorized and should be generated in the same form of currency as the original cash receipt. If the remittance was originally paid by cash, check or debit card, a written refund request should be processed through the Accounts Payable system. If the remittance was originally made with a credit card, the refund should be processed using only the credit card upon which the original charge was made. If the original credit card used has since become inactive, a written refund request will be processed through the Accounts Payable system.

Interest will not be paid on any proceeds to be refunded unless mandated by statute. Under no circumstance will a cash refund be given for a 3rd party check transaction.

UNIDENTIFIED PAYMENTS

Departments and offices will be responsible for claiming unidentified incoming payments and may be asked to provide supporting documentation.

RECONCILIATION

Bank statements will be reconciled to accounting records each month. The Director of Finance or his/her designee will be responsible for completing an independent review of bank statement reconciliations and any accompanying canceled checks.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreement or bond covenants, whichever is applicable and most restrictive.

TITLE:	**GRANT MANAGEMENT**	**POLICY NO.:**	**8**
APPLICABILITY:	All City	**APPROVAL DATE:**	06/04/2024
RESPONSIBILITY:	City Council, City Manager, Department Directors and Authorized Officials	**REVISION DATE:**	

POLICY

The City of Crystal Lake is committed to its practice of taking advantage of granting opportunities to support operations, programs and capital improvement projects. Major sources of grant awards are federal, state, local agencies and private organizations. A grant's scope is determined by the policy goals of the grantor, and the City will be obligated to provide deliverables based on the terms and conditions of the grant. The City will seek out, apply for and effectively administer grants that are consistent with goals and priorities of the City.

The City generally does not support the use of grant assistance for routine and/or ongoing operational programs which will require additional City funds to continue, in whole or part, once the grant assistance is no longer available, except in uniquely beneficial circumstances. Programs and projects funded by grant assistance must generally be reduced or eliminated when such revenue sources are reduced or eliminated. Operating departments and offices may request continuation of the program or project with City funding as part of their annual budget submission.

PRE-APPLICATION EVALUATION

City staff should identify grants in all functional areas in general but specifically in funding capital projects. City staff must review grant requirements to validate the feasibility of undertaking the responsibility of grant deliverables and the alignment of the scope with the City's and the community's mission.

Special attention must be paid to evaluate if a grant opportunity is viable to the City and that one-time or short-term grant revenues are not adding to the fiscal burden of unprecedented permanent or long-term expenditures (e.g. increase in staffing levels, increase in ongoing operational or maintenance costs, etc.)

Grant opportunities must be evaluated based on required resources versus available resources of the City. This applies to resources such as: staff support, local funding match, or in-kind match. If a funding match is required by the grantor, the funding source must be identified and approved by the City Manager.

GRANT APPLICATION

Department staff are required to follow each grantor's application process. Department staff seeking and administering the grant will be responsible for completing the grant application. Due to the time-sensitive nature of some grant applications, the City Manager may execute grant applications for

funding opportunities that do not bind the City monetarily for more than $24,999 annually, provided that budget funds are available. City Council approval is required for applications that are not within the approval authority of the City Manager or where a budget amendment is necessary. Department staff will be responsible for preparing the City Council agenda item.

INDIRECT COSTS
During the grant application process, City staff should include the cost of administering the grant program when possible and wherever it is allowable by the grantor in the grant terms and conditions.

GRANT AWARD
A grant award is notification that is provided to the applicant upon the acceptance of the grant application. The notification must be in writing and/or it can also be in a grant agreement format.

GRANT SET UP
Department staff are responsible for submitting grant documents to the Assistant Finance Director. The Assistant Finance Director will be responsible for establishing special account strings to fully track activity related to each grant. Required grant documents include:

- Grant Award Letter/Agreement;
- Approved Council Minutes and/or Resolutions; and
- Completed Grant Information Form, or other document designated by the Assistant Finance Director.

GRANT EXECUTION
It will be the Department staff's responsibility to exercise careful examination of costs being incurred, to file for reimbursement (if applicable), generate status reports and to deliver agreed upon deliverables in accordance with terms and conditions of the grant.

CLOSE OUT
Department staff will be responsible for following specified close out procedures required by the grantor.

AUDITS
The Finance department facilitates all financial audits and will reach out to Department staff for assistance if warranted.

RECORD RETENTION
All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreements or bond covenants, whichever is applicable and most restrictive.

TITLE:	**DONATION ACCEPTANCE**	**POLICY NO.:**	**9**
APPLICABILITY:	All City	**APPROVAL DATE:**	10/07/2014
RESPONSIBILITY:	City Council, City Manager	**REVISION DATE:**	06/04/2024

POLICY

The City of Crystal Lake may accept and use donations only for purposes related to powers granted to the City by law. Any donation to the City that is accompanied with any contingency, term or condition on the use of by the City of such donation that is inconsistent with City policies, plans, goals or any other ordinance of the City or contrary to law will be declined.

The City of Crystal Lake does not provide tax or financial advice to donors and will not guarantee funding for repairs, maintenance, use or replacement of donated items.

TYPES OF DONATIONS

Donations may be designated or undesignated and may be offered in the form of cash, real or personal property. Designated donations are those donations that the donor specifies for a particular City department, location or purpose. Undesignated donations are those donations that are given to the City for an unspecified use.

EVALUATION CRITERIA

The City will review conditions of any offers of donations of cash or items to determine if benefits to be derived warrant acceptance of the donation. Evaluation criteria include but is not limited to:

- Consideration of property that is not functionally related to the City's purpose;
- Consideration of possible inherent risks (e.g. environmental hazards);
- Consideration of reputational risks stemming from certain types of donations or controversial donors;
- Consideration of staff resources that may need to be diverted to develop or administer some types of donations;
- Consideration of any immediate or initial expenditure by the City in order to accept the donation; and
- Consideration of potential and extent of the City's obligation to maintain, match or supplement the donation.

AUTHORIZATION

Acceptance of any donation must be properly authorized. The City Manager may authorize acceptance of offers of donations of cash or items valued at less than $10,000. Approval of the City Council is needed for offers of donations of cash or items valued at $10,000 or more.

UNDESIGNATED DONATIONS

Undesignated donations may be used for any municipal purpose approved by the City Manager or City Council.

DONATION AGREEMENTS

A donation agreement will be required for any designated donation where:

- The donation is subject to restrictions that allow the donor control over the future use of the donation;
- The donation will be held, invested or disbursed pursuant to certain agreed-upon terms; or
- The donation will result in naming of a property or project after the donor.

WRITTEN ACKNOWLEDGEMENT

The City Manager will be responsible for providing written acknowledgement of donations to all donors that includes:

- Date of contribution;
- The amount of cash contribution;
- A description (but not the value) of non-cash contributions;
- A statement that no goods or services were provided by the City in return for the contribution; or
- A description and good faith estimate of the value of goods or services, if any, that the City provided in return for the contribution.

DONATION VERSUS GIFT

Donation refers to giving to a charitable cause or organization. It is usually a voluntary act, motivated by a desire to help others or support a cause. On the other hand, a gift is something given to someone as a present or token of appreciation.

City of Crystal Lake employees must not solicit or accept, directly or indirectly, anything of material economic value as a gift, gratuity, favor, entertainment or loan, which appears to be designed to influence office conduct in any manner, particularly from a person who is seeking to obtain contractual or other business or financial arrangements with the City. Employees must abide by the City's Ethics Regulations as detailed in Sections 8.4 (Employee Ethics) and 8.5 (Giving and Acceptance of Gifts) of the City's Personnel Policy Manual.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreements or bond covenants, whichever is applicable and most restrictive.

TITLE:	**ECONOMIC DEVELOPMENT INCENTIVES**	**POLICY NO.:**	**10**
APPLICABILITY:	All City	**APPROVAL DATE:**	06/04/2024
RESPONSIBILITY:	City Council, City Manager	**REVISION DATE:**	

POLICY

The City's economic development efforts are designed to strengthen and diversify the revenue base. The City will actively promote the community as a location for commercial and retail enterprises utilizing available economic incentives to encourage businesses to choose the City of Crystal Lake. The City will emphasize retention as an important part of economic development.

Subsidies or other incentives to encourage private development include: Tax Increment Financing; Special Service Area; Business District Tax; Sales Tax Incentive Program; New Retailer and Manufacturer Job Creation and Investment Programs; Existing Retailer Expansion and Relocation Program; Business Transition Grant Program and fees reduction program.

TAX INCREMENT FINANCING (TIF) DISTRICT

A TIF district is a targeted redevelopment area within the City from which all or a portion of projected future property tax revenue increases are temporarily dedicated to finance infrastructure improvements (or other investments) with the objective of stimulating economic development in the redevelopment area.

SPECIAL SERVICE AREA (SSA) PROGRAM

Special Service Areas are local tax districts that fund expanded services and programs through a localized property tax within contiguous areas. The enhanced services and programs are in addition to those provided through the City. SSA-funded projects can include: infrastructure projects; public way maintenance and beautification; district marketing and advertising; business retention/attraction; special events and promotional activities; auto and bike transit; security; façade improvements and other commercial and economic development initiatives.

BUSINESS DISTRICT RETAILERS' OCCUPATION TAX

The City may approve a business district development or redevelopment plan and elect to impose a Business District Retailers' Occupation and Service Occupation Tax on sales of general merchandise within the business district for purposes of funding development or redevelopment within the business district.

ENHANCED SALES TAX INCENTIVE PROGRAM (ESTIP)

Approval by the City Council of an agreement implementing ESTIP will entitle the successful applicant to share in a percentage of enhanced sales taxes derived from the applicant's property, however, that

applicant may use said amounts only for permitted improvements. Awards will be based on established criteria that include, but are not limited to: annual minimum taxable sales; amounts of enhanced sales taxes, public benefit and added value which are reasonably anticipated to be derived, etc.

NEW RETAILER AND MANUFACTURER JOB CREATION AND INVESTMENT PROGRAMS; EXISTING RETAILER EXPANSION AND RELOCATION PROGRAM; BUSINESS TRANSITION GRANT PROGRAM

Approval by the City Council of a grant agreement may entitle the successful applicant to a matching grant for funds expended on façade improvements; furniture, fixtures and equipment; and new employees. Awards will be based on established criteria that include, but are not limited to: minimum annual taxable sales; percent of expansion, number of new employees, etc.

PLAN REVIEW, PERMIT AND INSPECTION FEES REDUCTION

Properties within designated targeted development zones of the City will be entitled to a 50% reduction of associated City review, permit and inspection fees for commercial improvements valued at $250,000 or greater.

TITLE:	**SURPLUS PERSONAL PROPERTY DISPOSAL**	**POLICY NO.:**	**11**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	City Council, City Manager, Department Directors and Authorized Officials	**REVISION DATE:**	06/04/2024

POLICY

City employees must not directly or indirectly use, take or dispose of City property other than in their official duties. This includes, but is not limited to, articles of clothing, supplies, tools and vehicles. Items (including clothing) owned by the City found to be unfit for further service on the job will be declared surplus and disposed pursuant to this policy. No city-owned item will be turned over to an individual (employee or other person) for his/her personal use other than items purchased by employee clothing allotments. Employees or employee and retired employee associated organizations should not request and will not receive any preferential treatment in the disposal or sale of city surplus items. Certain city employees will be excluded from purchasing city surplus items directly. These include those directly involved in declaring items surplus (e.g. elected officials), department directors and those administering the sale.

Surplus personal property of the City must be disposed of in a cost effective and efficient manner that achieves the highest net resale proceeds for the City of Crystal Lake. This includes scrap metal. No surplus personal property will be disposed without City Council approval.

This policy does not address the surplus of real property nor does it apply to items not owned by the City (e.g. leased assets).

SURPLUS PROPERTY PURCHASED WITH GRANT FUNDS

Before disposing of surplus grant-funded property, City staff will consult the award documents and the granting agency to ensure that the sale or disposal is consistent with the granting agency's requirements.

DEBT-FINANCED PROPERTY

Prior to selling or otherwise disposing of any tax-exempt debt financed improvement or asset for which debt remains outstanding, City staff will consult with bond counsel to determine the impact, if any, such sale or disposition would have on the tax status of the City's outstanding tax-exempt debt, as well as whether a remedial action will be required.

FOUND ITEMS

Items found by city employees in the course of their duties and not falling into one of the following areas will be turned in to the department director as a "lost and found" item and disposed of as surplus property. Items found and fitting into one of the following may be disposed of as is reasonable, under the circumstances; those that are perishable; those that would create a health, sanitary or safety

problem if stored; those that would reasonably be considered garbage. Employees will not be allowed to personally keep any property found in the course of employment.

STATUTORY EXCEPTIONS

Certain provisions of Illinois Compiled Statutes impose special conditions for the disposition of municipal property (e.g. public works assets). Where necessary, City officials will comply those laws, treating them as limited exceptions with this policy.

State law allows law enforcement agencies and courts to seize certain real or personal property related to illegal activities. Once the forfeiture process is complete, the seizing agency is typically authorized to dispose of or sell the property, subject to certain restrictions. These statutes detail provisions regarding the seizure and forfeiture processes, property disposition, use of proceeds, recordkeeping and more.

State law provides a process for the sale or disposition of lost or unclaimed property if the owner cannot be located (765 ILCS 1026 et seq.)

RESPONSIBILITY FOR ADMINISTRATION

The City Manager, or such official(s) appointed by the City Manager, will coordinate the disposition of surplus property and will aid the City Council in determining the best method of disposal. The City Manager, or official(s) appointed by the City Manager, will dispose of the property in the manner specified, and will ensure that the proper fund is credited with any resulting proceeds. Any cost incurred in the sale will then be paid from the receiving fund (e.g. auctioneer commission, advertising, etc.) at market value.

METHODS OF DISPOSITION

The City Council will declare property surplus and specify how the property is to be disposed. Disposition methods include:

- Public auction. The City may use a professional auction service or online auction site.
- Sealed bids. Sealed bids may be solicited for the sale of surplus personal property. Surplus personal property disposed of in this manner will be sold to the highest responsible bidder.
- Consignment. Consignment agreements may be considered for specialty equipment, heavy equipment and fire apparatus.
- Negotiated Sale. If the City has been unable to find a buyer for surplus personal property after having used a competitive public process, the City may negotiate to sell the personal property outright if a potential buyer is subsequently found.
- Intergovernmental transfer to the state, any municipality or any political subdivision.
- Trade-in. Personal property declared as surplus may be offered as a trade-in for credit toward the acquisition of a similar item. All trade-in offers must be submitted for review and approval of the City Manager. If surplus personal property is to be applied to a purchase requisition, the trade-in value shall be itemized on the purchase requisition.
- Selling for Scrap. Surplus personal property may be sold as scrap if the City deems that the value of the raw material exceeds the value of the property as a whole.
- Cannibalize or Destruction. Where the department director or office determines that specific supplies or equipment are surplus and of minimal or no value to the City due to spoilage, obsolescence or other cause, or where the cost of disposal of such supplies or equipment would

exceed the recovery value, the City Council may direct the City Manager to dispose of the same in such manner as he or she deems appropriate and in the best interest of the City.

No surplus property will be disposed without City Council approval.

All surplus property will be disposed of “as is” and “where is”, with no warranty, guarantee or representation of any kind, expressed or implied, as to the condition, utility or use-ability of the property offered.

CONFLICTS OF INTEREST

City officials involved in the decision to surplus the property (i.e. department director, City Council, etc.) or those responsible for administering the sale will be prohibited from purchasing surplus property directly from the City. This prohibition also applies to spouses and dependent children.

No employee may acquire for their own personal use or gain, any scrap, valuable or non-valuable waste or salvageable material. This includes used construction materials destine for disposal even if disposal is to be in the City’s waste system.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreement or bond covenants, whichever is applicable and most restrictive.

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TITLE:	**ANNUAL BUDGET**	**POLICY NO.:**	**12**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	City Council, City Manager, Department Directors	**REVISION DATE:**	06/04/2024

POLICY

The City of Crystal Lake will prepare a budget for the forthcoming fiscal year as required by Illinois statutes (65 ILCS 5/8-2-9.1 through 5/8-2-9.9). The annual budget will be a performance, financing and spending plan agreed to by the Mayor, City Council and department directors.

The annual budget will incorporate policies and management strategies to achieve the City's long-term goals and link performance measurements and spending plans to these goals. Budget decisions will focus on results and outcomes. Financial performance relative to the adopted budget and stakeholder satisfaction with programs and services will be monitored and adjusted as needed. The budget process will be transparent, providing opportunities for public discussion and deliberation on the budget.

The City will seek to prepare its budget document based on the requirements of the Government Finance Officers' Association's (GFOA) Distinguished Budget Presentation Award program.

The adopted budget will be integrated into the accounting system as a control device during the year.

BUDGET OFFICER

Statutory provisions establish parameters for the preparation of the budget and also establish the position of a Budget Officer, to be designated by the City Manager. The City Manager will serve as ex officio until the position is filled by a separate appointment.

The Budget Officer has the following powers and duties:

- To permit, encourage and establish the use of efficient planning, budgeting, auditing, reporting, accounting and other fiscal management procedures in all municipal departments, commissions and boards;
- To compile an annual budget, which shall contain estimates of revenues available to the City for the fiscal year for which the budget is drafted, together with recommended expenditures for the City and all departments, commissions and boards. Such estimates shall be presented in the manner provided by the Illinois Compiled Statutes;
- To examine all books and records of all City departments, commissions and boards, which relate to moneys received or paid out, or any amounts owed by or to the City or any departments, board or commission thereof;
- To obtain such additional information from the City or any department, board or commission of the City, as may be helpful in the preparation of the budget. Such information will be supplied in the form required by the Budget Officer; and
- To establish and maintain such procedures to ensure that no expenditures are made by the City, City departments, commissions or board except as authorized by the budget.

BUDGET CALENDAR

The City will publish a comprehensive budget calendar each year that specifies when budget tasks are to be completed and that identifies timelines for those tasks. City department directors are expected to meet these deadlines.

Pursuant to statutory provisions, the City will adopt its annual budget before the beginning of the fiscal year to which it applies. The City budgets resources on a fiscal year basis, beginning January 1st and ending December 31st.

BASIS OF BUDGETING

The budget will be prepared using the current financial measurement focus for all funds, using the modified accrual basis of accounting.

BUDGETARY BALANCE

The City will adopt a balanced operating budget, where recurring revenues are equal to, or exceed, recurring expenditures. Any increase in expenses, decrease in revenues or a combination of the two, that would result in a budget imbalance will require a budget revision, and only in the most unusual cases depletion of fund reserves to support recurring operations. Any year end operating surplus will be kept in fund balance as a reserve.

For the purposes of restrictions listed in this section, the term “operating budget” does not include the budgets of certain capital funds maintained by the City on a continuing basis. From time to time the City may utilize capital project fund reserves to finance the reconstruction or replacement of significant City facilities and other public improvements.

RESERVES

To protect against unforeseen events or to accumulate money for future purposes, the City will maintain the following reserves:

- At a minimum, the target unassigned fund balance of the City’s General Fund will be three (3) months of average operating costs. The calculation of average monthly operating costs includes all recurring, predictable expenses such as salaries and benefits (excluding pension contributions to be paid from ad valorem property tax receipts), office, travel, program and ongoing professional services.
- At a minimum, the target unrestricted assets of the City’s Water and Sewer Fund will be two (2) months of average operating costs. The calculation of average monthly operating costs includes all recurring, predictable expenses such as salaries and benefits (excluding pension contributions to be paid from ad valorem property tax receipts), office, travel, program and ongoing professional services.

Withdrawal of any amount of unassigned General fund balance or unrestricted Water and Sewer net assets that reduces the balance to less than the minimum amount will require replenishment of unassigned fund balance or unrestricted net assets as soon as economic conditions allow but in no case more than three years. Replenishment may be accomplished through the control of operating expenditures, one-time revenues, year-end budget surpluses or specific sources of revenue designated by the City Council.

As part of the annual budget process, the Director of Finance will prepare a projection of year-end balances for all City funds subject to annual appropriation. Any anticipated balance in excess of the minimum unassigned General fund balance or unrestricted Water and Sewer net assets may be used as appropriate (and approved by the City Council) under sound management practices. For example, balances in excess of six (6) months of average operating costs may be transferred to a capital project fund to support future capital projects. Amounts reserved for the purpose or purposes of specific capital improvements, repairs and/or replacements of specific types of municipal equipment or other tangible property, both real and personal will not exceed 3% of the equalized assessed value of property subject to taxation by the City (65 ILCS 5/8-2-9.5).

Unassigned fund balance or unrestricted net assets will not be used to replace a permanent loss of funds or eliminate an ongoing budget gap.

Special Revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The entire ending balance of each special revenue fund will be used exclusively to the purpose for which the fund was created.

Debt Service Funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest. The entire ending balance of each debt service fund will be used exclusively for the future payment of principal and interest.

Capital Projects Funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities and other capital assets, excluding those types of capital related outflows financed by proprietary (Water and Sewer) funds. The entire ending balance of each capital project fund will be used exclusively for future capital projects.

Internal Service Funds are used to account for any activities that provide goods or services to other funds, departments or agencies on a cost-reimbursement basis. The entire ending balance of Internal Service Funds will be used exclusively for the purpose for which the fund was created.

Pension Funds are used to account for resources that are required to be held in trust for members and beneficiaries of defined benefit pension plans, defined contribution pension plans, other post-employment benefit plans and other employee benefit plans. The entire ending balance of each pension fund will be used exclusively for plan members and beneficiaries.

Special Assessment Funds are used to account for and report financial transactions that are restricted, committed or assigned to expenditure made for the benefit of those parties taxed via the special assessment. The entire ending balance of each Special Assessment Fund will be used exclusively for the purpose for which the fund was created.

FUND BALANCE CLASSIFICATIONS

The City implemented the provisions of GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. The Statement specifies five (5) classifications of fund balance that describe the strength of spending constraints:

1. Nonspendable – amounts that are not in spendable form (such as inventory) or are required to be maintained intact.
2. Restricted – amounts constrained to specific purposes by their providers (such as grantors, bondholders and higher levels of government) through constitutional provisions or by enabling legislation.
3. Committed – amounts constrained to specific purposes by formal action of the Council (the highest level of decision-making authority). These actions are generally enacted through Council ordinance. To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest-level action to remove the constraint.
4. Assigned – amounts the City intends to use for specific purposes as determined by the Council. It is assumed that creation of a fund automatically assigns fund balance.
5. Unassigned – amounts that are available for any purpose. These amounts are only reported in the General Fund.

Fund balance is displayed in the order of relative strength of the spending constraints placed on the purposes for which resources can be used.

The City's flow of funds assumption prescribes that the funds with the highest level of constraint are expended first. If restricted or unrestricted funds are available for spending, the restricted funds are spent first. Additionally, if different levels of unrestricted funds are available for spending, the City considers committed funds to be expended first followed by assigned and unassigned funds.

The City Council will adopt an ordinance to establish a committed fund balance as needed. This is done through the adoption or amendment of the budget. The City Council will establish assigned fund balance through the adoption or amendment of the budget as intended for a specific purpose.

REVENUES

The City will maintain a diversified and stable revenue base to shelter its finances from short-run fluctuations in any one revenue source.

The City will monitor closely the more volatile revenue sources including sales taxes, home rule sales taxes, telecommunications taxes, and hotel taxes.

The City's level of services will always be tied back to the more stable revenue sources such as property taxes, water sales, electric utility taxes, income taxes, licenses and permits, fines and forfeitures and sales and services. During economic downturns, the expansion of core services will be limited to the increase (if any) of these stable revenue sources.

The City will estimate annual revenues by utilizing an objective, analytical process consisting of trend, judgmental and statistical analysis as appropriate.

The City will keep ad valorem property taxes as low as possible. The following components will be followed in priority order each year when establishing the City's tax levy:

a. Levy for general obligation (GO) bond principal and interest less abatements;
b. Levy for Police, Fire and IMRF pensions per actuary calculations. If the actuarial report indicates a higher employer contribution is needed, said increase will be added to the City's

prior year levy request to avoid underfunding;
c. Levy to cover the employer payroll portion of Social Security and Medicare (FICA) taxes imposed by the federal government;
d. Levy to cover City share of school crossing guard services; and
e. Levy to support Fire Rescue operations.

The City will explore the award of various local, state and/or federal grants to support one-time capital or non-recurring expenditures. Prior to application and again prior to acceptance, the City will review the grant agreement to ensure matching requirements are reasonable and attainable and to ensure compliance with regulatory requirements.

The City will use one-time or special purpose revenue for capital expenditures or for expenditures required by the revenue and not to subsidize recurring operations.

The City will establish and periodically re-evaluate, all user charges, will set fees at a level related to the cost of providing the service and will establish new fees when necessary.

Enterprise funds to be established by the City will rely on standard operating revenues (user fees and connection charges, etc.) to support the full direct and indirect costs of the funds, including costs of operation, maintenance and debt service.

EXPENDITURES

The City of Crystal Lake endeavors to connect expenditures to a fundamental level of stewardship by committing to a level of expenditures that are sufficient to ensure the on-going health, safety and welfare of its residents.

Expenditures will be within the confines of generated revenues, while reserves may be used from time to time to supplement during a financial downturn.

Maintenance and replacement funding will be prioritized each year to ensure that capital facilities and equipment are sufficiently maintained to avoid service interruptions.

The City will maintain compensation packages which are competitive with other public sector employers and that are sufficient to attract and retain quality employees. Any changes to staffing and resource levels will be consistent with the overall goals and priorities of the City Council.

The City aims to provide high quality employee health benefits, while attempting to conserve costs wherever possible. The following strategies will be used to manage employee health-care benefit costs effectively:

- Pooling risk by participating in the Intergovernmental Personnel Benefit Cooperative (IPBC);
- Setting appropriate levels of cost sharing with employees; and
- Encouraging healthy behavior.

The City will provide for the responsible and timely funding of required employee pension plans in accordance with accepted actuarial standards and practices.

Debt service payments will be made in accordance with amortization schedules.

FIVE-YEAR FORECAST

The City will compose a Five-Year forecast to project the City's financial condition beyond the operating budget year. The Five-Year forecast will be prepared upon the current level of services. The Five-Year forecast will be presented to City Council during budget meetings. The Five-Year forecast will identify possible deficits before they transpire so practical steps may be taken to correct future financial challenges.

CAPITAL IMPROVEMENT PLAN

The City will annually review the needs for capital improvements including: equipment replacement, upgrading infrastructure, facility renovations and potential new projects. The City will develop a multi-year Capital Improvement Plan (the "CIP"), and improvements will be made in accordance with the CIP. Projects will be prioritized using criteria that include physical condition, performance, regulatory impacts, reliability, financial considerations including operational and maintenance costs and other categories focused on customer impacts and experiences in addition to the City's fiscal capacity to fund the improvement. The CIP shall serve as a long-range planning tool, where only the dollars included in the first year of the CIP are actually allocated through the adoption of the annual budget by the City Council.

CAPITAL EXPENDITURE FINANCING

The City recognizes that there are three (3) basic methods of financing its capital requirements: using the current revenue stream, using fund balance/retained earnings or through issuance of debt. Guidelines for fund balance levels are included in Reserves section of this policy. Guidelines for assuming debt are set forth in the City's Debt Management Policy.

MONTORING OF BUDGETS

Department directors will be responsible for reviewing actual expenditures against their budgets on a monthly basis and investigating/reporting unusual variances to the Director of Finance. The Director of Finance will be responsible for monitoring revenues, reviewing departmental spending requests for conformity with the budget and recommending transfers across funds, departments or accounts.

BUDGET FLEXIBILITY

The authority for budget revisions for a municipality under the budget law is contained within the Illinois Statutes (65 ILCS 5/8-2-9.6), and provides for the following:

- By a two-thirds vote of members of the City Council then holding office, the Council may delegate to the Budget Officer and through the Budget Officer to the other department directors, the authority to delete, add to, change or create sub-classes previously budgeted, but not increase the overall expenditure level of any fund within the approved budget.
- By a two-thirds vote of members of the City Council then holding office, the Council itself may delete, add to, change or create subclasses with object classes and object classes themselves previously budgeted (budget transfers), while not increasing the overall expenditure level of any fund within the approved budget.
- By a two-thirds vote of members of the City Council then holding office, the Council may increase the level of overall expenditure in a fund or in the overall budget, but only to the level in which funds are available.

UNSPENT FUNDS
All annual appropriations lapse at the end of the fiscal year to the extent that they have not been expended or lawfully encumbered.

UNFORSEEN AND UNAVOIDABLE EXPENDITURE
In the case of an emergency or any other exceptional circumstances the Mayor may authorize any possible and unavoidable expenditure for which no provision was made in an approved budget only if the delay that will be caused pending approval of an additional appropriation by the City Council will:

- Result in significant financial loss for the City;
- Cause a disruption, a suspension or a serious threat to the continuation of a basic municipal service;
- Lead to loss of life or serious injury or significant change to property; or
- Obstruct the City from instituting or defending legal proceedings on an urgent basis.

The Mayor will report such expenditure to the Council at its next meeting and pass a budget amendment within sixty (60) days after the expenditure was incurred.

UNAUTHORIZED EXPENDITURE
Any unauthorized expenditure (overspending of the total amount appropriated in the City's budget or expenditure of money otherwise than appropriated for a specific purpose) may be reported by the Director of Finance to the City Council where after the unauthorized expenditure will be considered for approval, recovery of cost, write-off with or without disciplinary and/or criminal proceedings.

RECORD RETENTION
All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreement or bond covenants, whichever is applicable and most restrictive.

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TITLE:	**DEBT MANAGEMENT**	**POLICY NO.:**	**13**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	City Council, City Manager, Director of Finance and Authorized Officials	**REVISION DATE:**	06/04/2024

POLICY

The City will use an objective, analytical approach to determine whether it can afford to assume new debt beyond what it retires each year. This process will compare generally accepted standards of affordability to current values for the City. The decision on whether or not to assume new debt will be based on examinations of direct costs and benefits of improvements or assets being financed, current conditions of the municipal bond market as well as the City's ability to afford new debt. The City Council will have final authority over any debt issuance of the City.

Objectives of the City in the issuance of debt include:

- To be reasonable and equitable to current and future taxpayers when distributing the cost of government by issuing debt and using appropriate revenue sources for repayment;
- To act responsibly and appropriately when issuing debt, maintaining or enhancing the City's credit worthiness and reputation and to ensure the trust of those who have or will purchase the City's debt;
- To maintain the City's ability to choose financing options that optimize the changing municipal financial markets and to achieve objectives at the best possible cost consistent with long-term interests of the City; and
- To adhere to and comply with all agreements, laws, contracts, covenants, policies and obligations that relate to this policy.

The City will follow a policy of full disclosure in reporting relevant information about City operations in its financial statements, disclosure documents and all other required filings pursuant to the issuance of debt by the City.

LEGAL AUTHORIZATION AND DEBT LIMITS

In the issuance and management of debt, the City will comply with all legal requirements imposed by federal, state and local rules and regulations, as applicable.

- The laws of the State of Illinois authorize the issuance of debt by the City. The Illinois Municipal Code (65 ILCS 5/8 *et seq*.) confers upon municipalities the power and authority to contract debt, borrow money, and issue bonds for public improvement projects. Under these provisions, the City may contract debt to pay for the cost of acquiring, constructing, reconstructing, improving, extending, enlarging and equipping such projects or to refund bonds.
- Under Illinois Compiled Statutes, municipalities of less than 500,000, unless they are a home rule unit, are limited to the amount of general obligation bonded debt they can incur at any one time to no more than 8.625% of the total assessed value of real estate property. Since the City is

a home rule community, the City is not subject to these limitations. However, the City will impose the non-home rule limit upon itself.

- The City will issue and manage debt in accordance with limitations and constraints imposed by federal rules and regulations including the Internal Revenue Code, Treasury regulations thereunder and the Securities Acts of 1933 and 1934.
- The City will issue and manage debt in accordance with any limitations and constraints imposed by local rules and regulations.

PURPOSES AND USES OF DEBT

Debt and other long-term financial obligations will be issued in accordance with applicable laws and regulations, and if required, will be approved by registered, qualified voters of the City. Debt will only be incurred for financing capital improvements or assets that, because of their long-term nature or because of budgetary restraints, cannot be acquired from current revenues or budgeted resources. Debt is issued only after exhausting all possible resources, such as grants and pay-as-you-go funding. Any debt issued will not have a maturity date beyond the economic life of the improvement being constructed or asset being acquired using debt proceeds. Issuance of debt will not be used to finance recurring operating expenses. There must also be sufficient revenues available to meet ongoing debt service payments.

TYPES OF DEBT

The City may use several types of municipal debt obligations to finance capital improvements and assets. Subject to the approval of the City Council, the City is authorized to use the following instruments:

General Obligation Debt is backed by the full faith and credit of the City of which is empowered to levy ad valorem property taxes upon all taxable property in the City without limitation as to the rate or amount.

Revenue Obligations are used to finance construction or improvements to facilities of enterprise systems operated by the City in accordance with a system and plan of improvements. The enterprise systems must be an established system legally authorized for operation by the City. There are no legal limits to the amount of revenue bonds the City can issue, but there are practical limits to the City's ability to repay obligations.

Revenue bonds are generally subject to certain tests and requirements, including rates and charges must provide net revenue after payment of operating expenses equal to the debt service requirement. The City will not incur Revenue Obligations without first ensuring the ability of an enterprise system to meet any pledges and covenants customarily required by investors in such obligations, during the term of the obligation.

Alternate (or double-barreled) bonds are so named to describe the dual nature of the security that provides for their payment. Typically, they are payable from a primary revenue source, such as enterprise revenues, sales tax or state aid. The second level of security is a full faith and credit tax levy that is available to provide payment in the event the primary revenue source is insufficient to pay the bonds. The intent is that the revenue source will be sufficient to pay the bonds so that the taxes levied for their payment will not in fact be extended.

In Illinois, a governmental unit may issue alternate bonds for a lawful corporate purpose. They are

payable from an identified revenue source that is expected to be sufficient to provide, in each year, not less than 1.25 times (1.10 times if the revenue source is certain governmental funds) debt service on all outstanding alternate bonds payable from the revenue source and the alternate bonds proposed to be issued.

The issuance of alternate bonds is subject to approval by referendum if the requisite number of voters in the governmental unit files a lawful petition objecting to the issuance of bonds within thirty days following publication of the governmental unit's intent to issue them. Alternate bonds do not constitute debt for the purpose of any statutory provision or limitation, unless the full faith and credit property tax levy is extended for their payment. Alternate bonds are intended to reduce the risk to the bondholders and offer low interest rates.

Assessment-backed obligations are used to finance projects that will provide special benefit to certain property owners. The benefiting property are charged an assessment based upon a formula developed to fairly reflect the benefit received by each property owner in the assessment area. There are detailed statutes for the formation of assessment areas and assessing property, which contain specific timeframes for notice and conducting public hearings.

Tax Increment Financing (TIF) is based on the theory that development can pay for itself. The basic idea is that public investment in an area, often in the form of infrastructure, induces property value growth which increases property tax revenue. The revenue increase is, in turn, used to pay for the initial investment. This results in TIF being labeled as "self-financing" due to the use of future revenue to pay current costs.

Developer Notes are promises to reimburse a developer for eligible, predetermined costs from specified revenues that may be available in the future.

Illinois EPA State Revolving Fund (SRF) Program includes two low-interest loan programs: the Water Pollution Control Loan Program (WPCLP) which funds both wastewater and storm water projects and the Public Water Supply Loan Program (PWSLP) for drinking water projects. These programs are annually the recipients of federal capitalization funding which is combined with state matching funds, interest earnings, repayment money and the sale of bonds to form a source of financing for infrastructure projects.

Other State Funded Programs.

Private Activity Bonds (PABs) are municipal bonds that are used to attract private investment for projects that have some public benefit (e.g. hospitals, airports, etc.). States and cities, through private activity bonds, are able to borrow on behalf of private companies and nonprofits, lowering borrowing costs for entities that might otherwise turn to corporate bonds or bank loans. If the bonds meet specific criteria the interest earned by investors may be tax-exempt. This type of financing is most often for projects of a private user and the government does not pledge its credit. Private activity bonds are sometimes referred to as conduit bonds. The City reserves the right to approve the borrower's creditworthiness, including a minimum credit rating and the purpose of the borrowing issue, particularly if there is a contingent impact on the general revenues of the City or marketability of the City's own direct debt.

Industrial Revenue Bonds (IRBs) are a form of government-backed loans with a sovereign guarantee from

a local county or government. Industrial revenue bonds are backed by taxes the local government collects. Municipal governments issue industrial revenue bonds to attract investment and to create jobs. The maximum amount allowable under U.S. law is ten million U.S. dollars and the maximum amount for bond issuance costs is two percent. The City reserves the right to approve the borrower's creditworthiness, including a minimum credit rating and the purpose of the borrowing issue, particularly if there is a contingent impact on the general revenues of the City or marketability of the City's own direct debt.

Lease purchase or financing contracts are payment obligations that represent principal and interest components which are obligations of the City. Leases may be issued as general obligations or revenue obligations. If general obligations, the principal component plus any accrued interest may be counted against the City's debt capacity.

Alternative Types of Debt: No variable-rate debt or derivative products will be issued by the City.

Short-Term borrowing will only be used to meet the immediate financing needs of a project for which long-term financing has been secured but not yet received. The City may issue interfund loans rather than outside debt instruments to meet short-term cash flow needs. Interfund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of the funds will not impact the fund's current operations. All interfund loans will be subject to City Council approval and will bear interest based upon prevailing rates. Loans should be repaid within 3 years.

DEBT STRUCTURE

The following terms will be applied to the City's various debt transactions, as appropriate. Individual terms may change as dictated by the marketplace or the unique qualities of the transaction.

- Unless otherwise justified and deemed necessary, the City will issue its debt on a tax-exempt basis.
- The final maturity of a debt issuance should not exceed the economic life of the financed improvement or asset and cannot exceed forty (40 years).
- In general, debt should be structured to produce a level annual debt service.
- The City's long-term debt may include par, discount and premium bonds. Discount and premium bonds must be demonstrated to be advantageous relative to par bond structures, given market conditions.
- For each transaction, the City will evaluate costs and benefits of call provisions. In general, the City will opt for the shortest possible call consistent with optimal pricing.
- Interest on debt should be payable on a semiannual basis. Alternate payment frequencies may be used after consultation with the City's municipal advisor.
- Interest on bonds or other evidences of indebtedness will not exceed the greater of 9% per annum or 125% of the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of The Bond Buyer (or any successor publication or index, or if such publication or index is no longer published, then any index of long term municipal tax-exempt bond yields then selected by the City).
- Capitalized interest should only be used for projects where revenues are expected to offset debt service once an improvement or asset is brought into operation. Capitalized interest will be used in accordance with applicable laws and upon a finding by the City that capitalizing interest is in the City's overall best financial interest.

- For long-term financing, costs incurred by the City, such as bond counsel and municipal advisor fees, printing, and project design and construction costs, will be charged to the bond issue to the extent allowable by law. For short-term financing, bond issuance costs may either be charged to the bond issue or funded through the operating budget.
- When undertaking capital projects, the City will work with Bond Counsel to ensure that proper resolutions are in place so that any applicable expenses can be reimbursed from bond proceeds in accordance with Federal tax law.

CREDIT ENHANCEMENT

Credit enhancements, such as bond insurance and letters of credit, will only be used when the anticipated present value savings in terms of reduced interest expense exceeds the cost of the enhancement and the covenants are acceptable to the City or when required by industry standards.

CREDIT RATINGS

The City will manage its debt portfolio and financing position to obtain and maintain the highest credit ratings possible. The City recognizes that strong credit ratings are necessary to ensure the lowest possible borrowing costs which will factor into maintaining low interest costs for the City budget and taxpayers.

The Director of Finance will be responsible for maintaining relationships with rating agencies that assign ratings to the City's various debt obligations. This will include responsibility for coordinating meetings and presentations in conjunction with the issuance of debt. Full disclosure of operations and open lines of communication will be maintained with rating agencies used by the City throughout the life of debt obligations.

USE OF RATING AGENCIES

In consultation with the municipal advisor, the City will determine whether or not a rating will be requested on a particular financing and which of the major rating agencies will be asked to provide such a rating. The City will consider the following factors in evaluating the need for a credit rating:

- Cost of credit rating. The City will evaluate the potential economic benefit from a credit rating in the form of lower bond yields compared to the cost of obtaining and maintaining the rating.
- Administrative burden. The City will consider the administrative burden placed on staff for obtaining a credit rating and maintaining a credit rating throughout the life of the bonds. Once a rating is requested, the formal credit rating process itself may take as long as 4-6 weeks to complete. The process may include in-person meetings, calls with rating analysts and project site visits.
- Information required. The City will consider the amount of information required by the rating agency, which may include (1) history of the City; (2) management and governance structure; (3) multi-year budget documents; (4) financial policies and procedures; (5) bond documents and (6) audited financial statements.
- Size of issuance. In general, a debt issue with a lower par amount may not benefit from a credit rating as much as one with a larger par amount.
- Frequency of issuance. In general, the more frequently the City plans to issue debt, the greater the potential benefit will be from obtaining a credit rating. Frequent debt issuers may benefit from expanding its investor base in order to successfully finance a large debt program and a credit rating may help attract a greater number of investors to a particular debt issue.

- Method of sale. A debt issue sold in a public offering (via negotiated or competitive sale) may benefit from obtaining a credit rating, while a rating may not be required or necessary for a private placement or direct purchase.

REFUNDING OF CITY INDEBTENESS

The City may issue current refunding bonds (as defined for federal law tax purposes) when advantageous, legally permissible and prudent. The City may choose to refund outstanding indebtedness when existing bond covenants or other financial structures impinge on prudent and sound financial management, or as a remedial action legally necessary in order to comply with applicable tax laws for the underlying bond issue.

The City will not refinance debt for the purpose of deferring scheduled debt service.

In the case of advance refunding issues (if permitted by law) the City will be mindful of the impact of "negative arbitrage" in refunding escrow accounts since a significant amount may dilute the potential savings of a refinancing plan. Negative arbitrage is how much of potential debt service savings are lost in funding the escrow to the call date of the debt being refunded. The net present value savings, as expressed as a percentage of the par amount of the refunded bonds should be approximately 5% or more. In addition, for any advance refunding bond, the negative arbitrage as a percent of present value savings should be no more than 40%.

Savings requirements for current or advance refundings undertaken to restructure debt may be waived by the City upon a finding that such a restructuring is in the City's overall best financial interest.

SELECTING AND MANAGING SALE OF BONDS

The City will select a method of sale based on a thorough analysis of the relevant rating, security, structure and other factors that are most likely to achieve the lowest cost of borrowing, while considering both short-range and long-range implications for taxpayers and ratepayers. Prior to any bond sale, the City will consult with its municipal advisor.

Competitive Bid Method. The City will generally issue its debt through a competitive process. For any competitive sale of debt, the City will award the issue to the underwriter offering to buy the bonds at a price and interest rate that provides the lowest True Interest Cost (TIC). TIC is the total interest paid plus underwriters cost in present value.

The presence of the following factors may favor the use of a competitive sale:

- The rating of the bonds, either credit-enhanced or unenhanced, is in the single-A category or higher;
- The bonds are general obligation bonds (full faith and credit obligations of the issuer) or are secured by a strong, known and long-standing revenue stream;
- The structure of the bonds does not include innovative or new financing features that require extensive explanation to the bond market; and
- The issuer is well known and regularly in the market, although infrequent issuers issuing debt that meet the above three factors may also successfully issue debt through a competitive sale.

The City will work with its municipal advisor to ensure that information related to, and notice of, the competitive sale is widely distributed in order to acquire multiple competitive bids.

Negotiated Bid Method. When a negotiated sale is deemed advisable the City will work to negotiate the most competitive pricing on debt issues and broker commissions in order to ensure the best value for the City.

If debt is sold on a negotiated basis, the negotiations of terms and conditions may include, but not be limited to, prices, interest rates, underwriting or remarketing fees and commissions. The City, with the assistance of its municipal advisor, will evaluate the terms offered by the underwriting team. Evaluations of prices, interest rates, fees and commissions will include prevailing terms and conditions in the marketplace for comparable issuers.

The presence of the following factors may favor the use of a negotiated sale:

- The rating of the bonds, either credit-enhanced or unenhanced, is lower than the single-A category;
- Bond insurance or other credit enhancement is unavailable or not cost-effective;
- The structure of the bonds has features, such as a pooled bond program, deferred interest bonds or other unique or innovative structure, that may be better suited to negotiation;
- The sale of debt is occurring during or shortly after events that led to any market disruption, in which the negotiated sale process provides more market information and timing flexibility;
- The issuer desires to target underwriting participation to include disadvantaged business enterprises (DBEs) or local firms;
- The issuer desires to maintain a long-standing relationship with an underwriter that will contribute relevant experience from previous issuance with the issuer to the success of the transaction;
- Refunding transactions, which are often dependent on market conditions and/or other structure considerations; and
- Other factors that the issuer, in consultation with its municipal advisor, believes favor the use of a negotiated sale process.

Direct Placement is when the debt is sold directly to investors and not reoffered to the public. Bank loans are sometime included in direct placement. The following factors may favor the use of direct placement:

- Bond insurance or other credit enhancement is needed for a public sale but is unavailable or not cost-effective;
- Elimination of exposure to the public bond rating process;
- Elimination of the cost of issuance associated with rating agencies, underwriters and preparation of an offering document (However, there may be a placement agent fee and an offering memorandum will be prepared for potential investors);
- Securing bank lines of credit for on-demand interim borrowing and short-term liquidity needs;
- Subsidized state and federal loan programs, in which private placement is solely for the security issued to evidence repayment of such loans; and
- Other factors that the issuer, in consultation with its municipal advisor, believes favor the use of private placement process.

SELECTION AND USE OF BOND COUNSEL

The City will retain external bond counsel for all debt issues. All debt issued by the City will include a written opinion by bond counsel which determines, among other things, the debt issue's federal and State income tax status and affirms that the City is authorized to issue the debt and has met all state constitutional and statutory requirements necessary for issuance.

Selection of the Bond Counsel will be based on, but not limited to, factors such as: experience with financings of comparable issuers; similar size, types and structures; knowledge and experience in public finance tax law; experience with and approach to applicable state and federal securities laws and regulations; and fees and expenses. Bond counsel will be selected following the City's purchasing policies.

The City will consult bond counsel and other legal counselors and advisors as necessary following issuance of bonds to ensure that applicable post-issue requirements are met, so that interest on tax-exempt bond issues will be excluded from gross income for federal income tax reporting purposes so long as any tax-exempt bonds remain outstanding.

SELECTION AND USE OF MUNICIPAL ADVISOR

The City will retain an external, independent municipal advisor which is appropriately registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a municipal advisor for all debt issues. For each City bond sale, the municipal advisor will provide the City with, among other things, advice concerning unsolicited proposals, bond structure, issuance modality, information on pricing and underwriting fees for comparable sales by other issuers. During debt issuance planning, the municipal advisor will advise the City whether or not credit enhancement is cost effective under the circumstances and what type of credit enhancement, if any, should be purchased.

Selection of the municipal advisor(s) will be based on, but not limited to, the following factors: experience in providing consulting services to similar issuers; knowledge and experience in structuring and analyzing complex issues; ability to conduct competitive selection processes to obtain investment products and financial services; experience and reputation of assigned personnel; and fees and expenses. Municipal advisor(s) will be selected following the City's purchasing policies.

SELECTION AND USE OF UNDERWRITER

In consultation with the City's municipal advisor, the Director of Finance will coordinate a process to select an underwriter for any negotiated sale of bonds. The process will take into account the type of issue, experience offered and other relevant criteria, and will provide for competitive, written proposals. An Underwriter will be selected following the City's purchasing policies.

OTHER SERVICE PROVIDERS

Professional services such as verification agent, escrow agent or rebate analyst may be appointed by the City Council in consultation with the City's municipal advisor and are considered incidental to undertaking the issuance of debt.

POST-ISSUANCE BOND COMPLIANCE

The Director of Finance will be responsible for developing and maintaining a system of internal controls and post-issuance compliance procedures to ensure compliance with applicable laws, rules, regulations and covenants associated with outstanding debt.

USE OF PROCEEDS

No deviation will be made from the expected use of bond proceeds without the approval of the City Council.

INVESTMENT OF BOND PROCEEDS

Bond proceeds will be invested in accordance with the provisions of prevailing state statutes, the bond indenture and the City's investment policy.

ARBITRAGE AND TAX LAW REQUIREMENTS

The City will comply with all arbitrage rebate requirements as established by the Internal Revenue Service. Federal arbitrage law is intended to discourage entities from issuing tax exempt obligations unnecessarily or to exclusively gain investment interest on borrowed funds. In compliance with this law, the City will not issue obligations except for identifiable projects to be timely initiated. Borrowings will be issued as closely as feasible to the date expenses are expected to be incurred to enable bond proceeds to be spent in accordance with applicable Federal tax requirements.

The Director of Finance will be responsible for maintaining a system of record keeping and reporting to meet arbitrage rebate compliance requirements and may retain the services of a qualified arbitrage service providers to assist with the City's compliance of arbitrage regulations. Rebateable earnings, if any, will be filed and paid when due to the Internal Revenue Service in order to preserve the tax-exempt status of outstanding debt.

CONTINUING DISCLOSURE

The Director of Finance will be responsible for ensuring compliance with a contractual undertaking, pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12, to provide for the timely filing of annual information, general purpose financial statements, and significant event notices.

In addition to required continuing disclosure, the City may post voluntary notices on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") System in order to make bondholders and other interest parties aware of financial and operational events that are not required to be disclosed by the Rule. The Director of Finance will determine when an event will be voluntarily disclosed on EMMA, and may consult with bond counsel, municipal advisors and the City Manager to determine whether to post the voluntary notice.

PRIVATE USE ACTIVITY

The City will not knowingly take or permit to be taken any action which would cause any of its outstanding tax-exempt debt issuances to become taxable private activity bonds. In the event a violation of tax law is identified, the Director of Finance must consult with bond counsel to determine the best corrective action.

SALES OF DEBT-FINANCED PROPERTY

The City will use debt proceeds to finance improvements and assets that the City intends to own for the entire term of the debt issue used to finance them. Prior to selling or otherwise disposing of any tax-exempt debt financed improvement or asset for which debt remains outstanding, the Director of Finance will consult with bond counsel to determine the impact, if any, such sale or disposition would have on the tax status of the City's outstanding tax-exempt debt, as well as whether remedial action will be required.

RECORD RETENTION

The City has ongoing recordkeeping responsibilities associated with its tax-exempt debt issuances. Each Tax Certificate and Agreement prepared on behalf of the City for a tax-exempt debt issuance will provide for a description of records to be maintained by or on behalf of the City and the period of time such records must be maintained.

TITLE:	**INVESTMENTS**	**POLICY NO.:**	**14**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	City Council, City Manager, Director of Finance and Authorized Officials	**REVISION DATE:**	06/04/2024

POLICY

It is the policy of the City of Crystal Lake to invest all monies and securities of the City in a manner that will provide safety to the principal investment, meet the City's daily cash flow demands and seek the highest risk-adjusted investment return, using authorized instruments in accordance with state statutes and local ordinances governing the investment of public funds.

DELEGATION OF AUTHORITY

The Director of Finance will be responsible for the management of the City's investment program. The Director of Finance will be responsible for establishing and maintaining an internal control structure designed to ensure that funds of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Director of Finance will establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. Internal controls will address the following points at a minimum:

- Control of collusion;
- Separation of transaction authority from accounting and recordkeeping;
- Custodial safekeeping;
- Avoidance of physical-delivery securities;
- Clear delegation of authority to subordinate staff members;
- Written confirmation of transactions for investments and wire transfers;
- Dual authorizations of wire transfers;
- Staff training; and
- Review, maintenance and monitoring of security procedures, both manual and automated.

This policy applies to any investment under the stewardship of the Director of Finance for which no other specific investment policy exists. The Director of Finance or anyone else deemed appropriate by the City Council who bears responsibility for the administration, planning, development and implementation of financial investment strategies per the direction of the Director of Finance may assist the Director of Finance in executing the duties and activities of the City's investment program.

INVESTMENT MANAGER

The City reserves the right to engage the services of a professional investment manager to assist with investment strategies, asset allocation and monitoring of investments in a manner that is consistent

with the City's objectives and this policy. Investment managers must be registered as an investment advisor under the federal Investment Advisors Act of 1940 or registered as an investment advisor under the Illinois Securities Law of 1953 and must act in a non-discretionary capacity.

GENERAL OBJECTIVES

All funds will be invested in a manner that is in conformance with federal, state and other legal requirements governing the investment of public funds. Primary objectives of the City's investment activities, in order of priority, are safety, liquidity and return on investment.

Safety

Safety of principal is the primary investment objective of the City. Investments must be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To obtain this objective, the City will attempt to diversify its investments by type and maturity; investments will be limited to securities authorized by this policy; and all funds be insured or collateralized with securities held by an independent third-party custodian in the City's name.

Preservation of capital may also be interpreted to structure the portfolio in a manner that minimizes the potential risk of inflation eroding principal over time.

Liquidity

The investment portfolio will remain sufficiently liquid to meet operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

Return on Investment

The investment portfolio will be structured with the objective of attaining the highest available risk-adjusted return, given the objectives of safety of principal and liquidity during all budgetary and economic cycles.

Securities will generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize the loss of principal;
- Selling a security and reinvesting the proceeds to improve the quality, yield or target duration in the portfolio; and
- Unanticipated liquidity needs of the portfolio requiring that a security to be sold

The rate of return achieved on the City investment portfolio will be measured at regular intervals against relevant industry benchmarks in order to determine investment decision effectiveness toward meeting investment goals. The benchmarks will be reviewed a minimum of every two (2) years to ensure accuracy and relevance.

SUSTAINABILITY

The Director of Finance will consider material sustainability risks relevant to particular financial products, investment funds, companies and government bodies. Sustainability risks include:

- Corporate governance and leadership factors, such as the independence of boards and auditors,

the expertise and competence of corporate boards and executives, systemic risk management practices, executive compensation structures, transparency and reporting, leadership diversity, regulatory and legal compliance, shareholder rights and ethical conduct.

- Environmental factors that may have an adverse or positive financial impact on investment performance, such as greenhouse gas emissions, air quality, energy management, water and wastewater management, waste and hazardous materials management and ecological impacts.
- Social capital factors that may have an adverse or positive impact on customers, local communities, the public and/or government, which may impact investment performance. Social capital factors may include human rights, customer welfare, customer privacy, data security, access and affordability, selling practices and product labeling, community reinvestments and community relations.
- Human capital factors that recognize that the workforce is an important asset to delivering long-term value, including factors such as labor practices, responsible contractor and responsible bidder policies, employee health and safety, employee engagement, diversity and inclusion and incentives and compensation.
- Business model and innovation factors that reflect an ability to plan and forecast opportunities and risks and whether a company can create long-term shareholder value, including factors such as supply chain management, materials sourcing and efficiency, business model resilience, product design and life cycle management as well as physical impacts of climate change.

STANDARDS OF CARE

The standard of care to be used by authorized investment officers will be the "uniform prudent investor act (UPIA)," which allows fiduciaries to utilize modern portfolio theory to guide investment decisions. Therefore, a fiduciary's performance is measured on the performance of the entire portfolio, rather than individual investments.

Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Transactions must be executed on a competitive basis and documented. Competitive prices should be provided from at least three separate brokers, financial institutions or through a nationally electronic trading platform. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price. If an Investment Manager handles trade executions then they must provide the competitive documentation as requested.

ETHICS AND CONFLICTS OF INTEREST

It is the policy of the City of Crystal Lake that its employees conduct affairs of the City in accordance with the highest ethical, legal and moral standards. An employee must not be in a position to make a decision for the City if his or her personal, professional or economic interests (or those of his or her immediate and extended family members) may be directly influenced or affected by the outcome without proper disclosure. Such disclosure must be provided in writing and directed to the attention of the City's Procurement Officer.

City of Crystal Lake employees must not solicit or accept, directly or indirectly, anything of material economic value as a gift, gratuity, favor, entertainment or loan, which appears to be designed to influence office conduct in any manner, particularly from a person who is seeking to obtain contractual or other business or financial arrangements with the City.
Employees must abide by the City's Ethics Regulations as detailed in Sections 8.4 (Employee Ethics) and 8.5 (Giving and Acceptance of Gifts) of the City's Personnel Policy Manual.

Authorized investment officers and employees involved in the investment process must refrain from personal business activity that could (a) conflict, or give the appearance of a conflict, with proper execution of the investment program or (b) impair their ability to make impartial investment decisions. Such individuals must disclose to the City Council any material and financial interests in financial institutions that conduct business with the City. They must further disclose any personal financial or investment positions that could be related to the performance of the City's investment portfolio. In addition, such individuals will be expected to subordinate their personal investment transactions to those of the City's investment portfolio, particularly with regard to the time of purchases and sales.

AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES AND BROKER/DEALERS

The Director of Finance will maintain a list of all authorized financial institutions and broker/dealers that are approved to transact with the City for investment purposes. Any firm is eligible to make an application to the City. Authorized broker/dealers will be selected by creditworthiness (e.g., a minimum capital requirement of $10,000,000 and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines;
- Proof of Financial Industry Regulatory Authority (FINRA) Certification (not applicable to Certificate of Deposit counterparties);
- Proof of state registration;
- Completed broker/dealer questionnaire (not applicable to Certificate of Deposit counterparties);
- Certification of have read and understood and agreeing to comply with the City's investment policy; and
- Evidence of adequate insurance coverage.

If approved, a broker/dealer will be placed on a list of qualified parties for investment transactions. An annual review of the financial condition and registration of qualified parties will be conducted by the Director of Finance. More frequent reviews may be conducted if warranted.

The Director of Finance will review a financial institution's Community Reinvestment Act ("CRA") rating, record and current level of financial commitment to the community prior to making a decision to utilize or determine the eligibility of such financial institution. No City funds may be deposited in any financial institution unless the institution has a current satisfactory or outstanding rating under the CRA. All financial institutions in which any money is deposited will be required to pay interest.

AUTHORIZED AND SUITABLE INVESTMENTS

Except as modified herein all investments purchased under this policy will be guided by the Public Funds Investment Act (30 ILCS 235) and all revisions thereto, as may be made by the Illinois Legislature. Below is a summary of acceptable investments as determined by the Director of Finance in compliance with the applicable statute:

- U.S. Treasury obligations which carry the full faith and credit guarantee of the United States government;
- U.S. government agency and instrumentality obligations which have a liquid market with a readily determinable market value;
- Certificates of deposit and other evidences of deposit at financial institutions;
- Bankers' acceptances of banks whose senior obligations are rated in the top two (2) rating categories by two (2) nationally recognized rating agencies and maintain that rating during the term of the investment;
- Commercial paper rated in the three (3) highest tiers (e.g. A-1, P-1, D-1 or F-1 or higher) by a nationally recognized rating agency:
- Investment-grade obligations (rated A or better by a nationally recognized ratings agency) of state, provincial and local governments and public authorities;
- Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities;
- Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation; and
- Other investment types or asset classes as approved by the Crystal Lake City Council.

INVESTMENT RESTRICTIONS

The following investment restrictions apply to the City Investments portfolio:

- Any investments not authorized by this, or any other investment policy or applicable law are prohibited;
- Investments in derivative products and leveraging of assets through reverse repurchase agreements are prohibited;
- Commercial paper with a credit rating or evaluation that is derived from any factor other than the full faith and credit of the issuing institution and/or the guarantee of the parent company is prohibited;
- Obligations may not be purchased from a corporation or limited liability company that has been placed on the list of restricted companies by the Illinois Investment Policy Board under Section 1-110.16 of the Illinois Pension Code (40 ILCS 5/1-110); and
- Asset-backed securities and mortgage-backed securities of any kind are prohibited.

INVESTMENT DIVERSIFICATION

The investment portfolio will be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer or business section (excluding U.S. Treasury securities);
- Limiting investment in securities that have higher credit risks;
- Investing in securities with varying maturities; and
- Investing a portion of the portfolio in readily available funds such as local government investment pools (e.g. Illinois Funds) and money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

The City's Director of Finance will establish strategies and guidelines for the percentage of the total portfolio that may be invested in securities other than U.S. government obligations or collateralized certificates of deposit.

MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements as follows:

- Investments will be purchased with maturities to match current expenditures; future anticipated costs and liability requirements, so that the City will have sufficient cash available for operating purposes;
- Reserve funds and other funds with longer-term investment horizons may be invested in longer-term securities if the maturity of such investments is made to coincide as practicable with the expected need for use of the funds; and
- Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds and money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

For operating and limited maturity funds, the weighted average maturity of the portfolio will be no more than 2 years. The maximum maturity of any investment is limited to 3 years from the date of purchase.

Reserve funds will be invested in a well-diversified portfolio of investment grade securities. The portfolio should have an intermediate weighted average duration. The maximum maturity of any single investment is limited to ten years from the date of purchase unless otherwise approved by the City Council.

COLLATERALIZATION

Monies held in depository accounts, time deposit accounts, or money market mutual funds, or invested in the certificates of deposit of financial institutions (banks, savings and loan associations, or credit unions) in excess of FDIC insurance must be secured by some form of collateral with securities held by an independent third party custodian, in the City's name. The City will accept the following assets as collateral:

- U.S. Government securities.
- Obligations of federal agencies.
- Obligations of federal instrumentalities.
- General obligation bonds of any United States state or local government rated "A" or better (e.g. at least upper medium quality) by Moody's Investors Service, Standard & Poor's Rating Service, or Fitch Investors Service.

The amount of the collateral provided by a financial institution will not be less than 105% of the market value of the net amount of deposits and investments to be secured. The ratio of market value of collateral to the amount of funds to be secured will be reviewed monthly by the City's Director of Finance. Additional collateral will be requested of a financial institution when the ratio declines below the required level. Collateral may not be released without the signature of the City's Director of Finance. Pledged collateral will be held in safekeeping, by an independent third-party depository, or

the Federal Reserve Bank, as designated by the City's Director of Finance and evidenced by a safekeeping receipt.

The market value of collateral will be determined based upon quotations reflected in the edition of *The Wall Street Journal* published on the first business day following the quarter concerned. (This edition will report the market value of securities as of the last day of the quarter concerned.) If a security provided as collateral is not listed in *The Wall Street Journal*, its market value will be determined using a comparable source acceptable to the City's Director of Finance.

Financial institutions pledging collateral will sign a collateral agreement that meets the requirements of the Financial Institution Resource Recovery Enforcement Act (FIRREA) acceptable to the Director of Finance.

The Director of Finance reserves the right to reject any form of collateral at any time.

CUSTODY AND SAFEKEEPING

The City's Director of Finance will designate all safekeeping arrangements. Financial institutions selected by the City's Director of Finance to perform custody and safekeeping services will be required to enter into a contractual agreement with the City.

The safekeeping institution must annually provide a copy of their most recent report on internal controls (Statement on Standards for Attestation Engagements, or SSAE 16) to the City.

All trades of marketable securities will be executed (cleared and settled) by delivery-versus-payment (DVP) or receipt-versus-payment ("RVP") basis to ensure that securities are deposited with an eligible City custodian prior to the release of funds. Securities will be held by a safekeeping agent designated and evidenced by safekeeping receipts or a statement of holdings.

REPORTING

The Director of Finance will provide a written quarterly investment report, including a management summary that provides an analysis of the status of the current investment portfolio and transactions executed over the last quarter. This management summary will be prepared in a manner which will allow the City Manager to determine whether investment activities during the reporting period have conformed to this investment policy in addition to overall portfolio performance. The report must include information regarding securities in the portfolio by class or type, book value, income earned and market value as of the date of the report. In defining market value, consideration should be given to the GASB Statement No. 31 pronouncement. All quarterly reports will be provided to the Mayor and City Council within 30 days following the end of the calendar quarter.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreements or bond covenants, whichever is applicable and most restrictive

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TITLE:	**FRAUD REPORTING**	**POLICY NO.:**	**15**
APPLICABILITY:	All city	**APPROVAL DATE:**	06/04/2024
RESPONSIBILITY:	City Manager, Department Directors	**REVISION DATE:**	

POLICY

The City upholds a zero-tolerance approach regarding fraud and corruption. The City will identify and promptly investigate any suspected fraudulent or related dishonest activity against the City or other parties with whom the City has dealings. The City will take appropriate disciplinary and legal actions that may include termination of employment, restitution and prosecution.

DEFINITIONS

Fraud is any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and/or the perpetrator achieving a gain. Dishonest or fraudulent activities include, but are not limited to, the following:

- Forgery or alteration of documents (checks, bank draft, time sheets, invoices, agreements, etc.) or bank accounts belonging to the City;
- Misrepresentation of information on documents;
- Misappropriation of funds, supplies or assets;
- Theft, disappearance or destruction of assets;
- Improprieties in handling or reporting of money or financial transactions;
- Authorizing or receiving payments for goods not received or services not performed;
- Authorizing or receiving payment for hours not worked; or
- Inappropriate use of City records and disclosing confidential and proprietary information to outside parties.

Corruption is defined as the offering, giving, soliciting or acceptance of an inducement or reward that may improperly influence the action of a person or entity. Some examples of corruption include:

- Bribery;
- Conspiracy; or
- Extortion

RESPONSIBILITIES

It is the responsibility of the City Manager and each department director for the detection and prevention of fraud and misappropriation.

Each department director should be familiar with types of improprieties that might occur within their area of responsibility. Department directors must take appropriate corrective actions to ensure adequate controls exist and be alert for any indication of irregularity.

REPORTING

Any person who has a reasonable basis for believing fraudulent or corrupt acts have occurred has a responsibility to report the suspected act to the City Manager, immediately. Failure to report suspected fraudulent or corrupt activity in a timely manner may also be subject to disciplinary action. The procedures for doing so anonymously are laid out in Section 2.13 (Establishing Procedures for Reporting Improper Governmental Conduct and Prohibiting Retaliation against Whistleblowers) of the City's Personnel Policy Manual.

The reporting employee must refrain from further investigation of the incident, confrontation of the alleged violator, or further discussion of the incident with any party unless requested to do so by the City Manager or law enforcement.

Retaliation or retribution will not be tolerated against any person who reports suspected fraudulent or corrupt activities. However, if an employee is determined to have acted maliciously or with deceit, the employee will be subject to disciplinary action.

TITLE:	**ACCOUNTING AND FINANCIAL REPORTING**	**POLICY NO.:**	**16**
APPLICABILITY:	All City	**APPROVAL DATE:**	06/04/2024
RESPONSIBILITY:	Director of Finance	**REVISION DATE:**	

POLICY

The City will establish and maintain a high standard of internal controls and accounting practices. Accounting standards will conform to Generally Accepted Accounting Principles (GAAP) as outlined by the Government Accounting Standards Board (GASB) and reflect Best Practices recommended by the Government Finance Officers' Association (GFOA).

The Director of Finance will be responsible for the design, implementation and maintenance of internal controls and systems and for the timely preparation and fair presentation of City financial statements that are free from material misstatement.

REPORTING ENTITY

The City is a home-rule community operating under a Council-Manager form of government and provides services that include police, fire, water and sewer utility, street maintenance, community development and general administrative services.

As defined by GAAP and established by GASB, the financial reporting entity consists of the City, as well as its component units, which are legally separate organizations for which elected officials of the City are financially accountable including the Police Pension Employees Retirement System, Firefighters' Pension Employees Retirement System and the Crystal Lake Public Library.

FUND ACCOUNTING

The accounts of the City will be organized on the basis of funds and account groups, each considered to be a separate set of self-balancing accounts comprising assets, liabilities, fund balance or equity, revenue and expenditures or expenses as appropriate. Resources will be allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. Funds will be grouped as follows:

- Governmental funds will be used to account for all or most of the City's general activities, including the collection and disbursement of restricted or committed monies (special revenue funds), the funds committed, restricted or assigned for the acquisition or construction of capital assets (capital projects funds) and the fund committed, restricted or assigned for the servicing of long-term debt (debt service funds). The General Fund will be used to account for all activities of the City not accounted for in some other fund.
- Proprietary funds will be used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. Goods or services from such activities can be provided either to outside parties

(enterprise funds) or to other departments or agencies primarily within the City (internal service funds).

- Fiduciary funds will be used to account for fiduciary activities that meet the definition contained in GASB Statement No. 84, *Fiduciary Activities*. The City utilizes pension trust funds (for its Police and Firefighter's Pension Funds) and custodial funds (for its Special Service Area debt service funds), which are generally used to account for assets that the City holds in a fiduciary capacity.

Funds may be created or eliminated as needed by ordinance or through the budget ordinance.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

Governmental fund financial statements will be reported using the current financial resources measurement focus and the modified basis of accounting. Revenues will be recognized as soon as they are both measurable and available. Revenues will be considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The City will consider revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for sales taxes and telecommunications taxes which will use a 90-day period.

Expenditures generally will be recorded when a fund liability is incurred. However, debt service expenditures will be recorded only when payment is due.

Property taxes, sales taxes and telecommunications taxes owed to the state by others at year end, franchise taxes, licenses, charges for services and interest associated with the current fiscal period will all be considered susceptible to accrual and will be recognized as revenues of the current fiscal period. Fines and permit revenue will be considered to be measurable and available only when cash is received by the City.

The government-wide financial statements will be reported using the economic resources measurement focus and the accrual basis of accounting, as will the proprietary fund and fiduciary fund financial statements. Revenues and additions will be recorded when earned and expenses and deductions will be recorded when a liability is incurred. Property taxes will be recognized as revenues in the year for which they are levied (i.e. intended to finance). Grants and similar items will be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Operating revenues/expenses will include all revenues/expenses directly related to providing proprietary fund services. Incidental revenues/expenses will be reported as non-operating.

The City will report unearned revenue and deferred revenue on its financial statements. Unearned revenue and deferred revenue arises when a potential revenue does not meet both the measurable and available or earned criteria for recognition in the current period. Unearned revenue also arises when resources are received by the City before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the City has a legal claim to the resources, the liability or deferred inflow of resources for unearned revenue or deferred revenue will be removed from the financial statements and revenue will be recognized.

AUDIT REQUIREMENT

All funds and accounts of the City will be audited each year in accordance with the Illinois Municipal Auditing Law (65 ILCS 5/8) by a qualified, independent public accounting firm employed by the City. Preparation of financial statements and their accompanying notes will be the responsibility of the City.

SELECTION OF AN INDEPENDENT AUDITOR

Although it is not required by state statute, the City will secure the best audit proposal through the RFP process. Auditor independence is enhanced by rotating the audit firm when possible.

SINGLE AUDIT

Federal and state grants and other financial assistance programs provide moneys to support city programs. In the past, individual federal and state agencies providing these moneys would audit the City's expenditure of them to verify that the moneys were spent for the purposes intended and in accordance with prescribed procedures. However, since the mid-1980s the federal government has required local governments to have a *combined financial and compliance audit*, or single audit of all federal assistance programs that meet certain expenditure thresholds. When necessary, this single audit should be completed in conjunction with the annual audit of the City's finances by the independent audit firm hired by the City.

CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

The GFOA established the Certificate of Achievement for Excellence in Finance Reporting Program to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive finance reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The goal of the program is not to assess the financial health of participating governments, but rather to ensure that users of their financial statements have information they need to do so themselves. Annually, the City will seek the GFOA Certificate of Achievement for Excellence in Financial Reporting.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreement or bond covenants, whichever is applicable and most restrictive.

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TITLE:	**CAPITAL ASSETS**	**POLICY NO.:**	**17**
APPLICABILITY:	All City	**APPROVAL DATE:**	04/15/2014
RESPONSIBILITY:	Department Directors	**REVISION DATE:**	06/04/2024

POLICY

Capital assets will be purchased, constructed or otherwise acquired in accordance with the City of Crystal Lake Purchase policy; authorized in accordance with approved budgets; recorded at historical cost (or estimated historical cost) and depreciated over their useful lives; recorded in proprietary or government-wide financial statements, as appropriate, in accordance with Generally Accepted Accounting Principles (GAAP); inventoried and disposed of properly with authorized sale proceeds (if any) returned to the City.

CAPITAL ASSET ACQUISITIONS, CONSTRUCTION AND IMPROVEMENTS

Capital assets may be tangible (land, buildings, building improvements) or intangible (software, water rights, easements, or other ancillary charges necessary to place the asset into service). The qualifying criteria for capital assets include:

- Cost of the individual item is greater than $25,000;
- Item is used in operations; and
- Item has an initial useful life over 2 years.

All titled property (land, vehicles, boats, etc.) will be considered capital assets regardless of cost.

Individual assets that cost less than $25,000 but operate as part of a network system may be capitalized in the aggregate, using the grouping method, if the estimated average useful life of the individual asset is at least two years. A network is determined to be where individual components may be below $25,000 but are interdependent and the overriding value to the City is on the entire network and not the individual assets (e.g. alarm monitoring equipment).

City resources expended on existing capital assets that either 1) increase capacity or serviceability, or 2) extend the asset's total estimated useful life will be classified as a capital expense. Such improvements add value: therefore, their cost will be capitalized as part of the cost of the underlying asset. Significant additions or improvements will be capitalized if:

- Cost of the improvement is greater than $25,000;
- Useful life of the asset is increased significantly;
- Quantity of units produced from the asset are increased; or
- Quality of the units produced are enhanced.

City resources expended on existing capital assets that do nothing more than return a capital asset to its original condition, regardless of amount, will be classified as maintenance and repairs. Since maintenance and repairs provide no additional value, their costs will be recognized as an expense when incurred.

Assets acquired for the purpose of sale (foreclosure properties, etc.) or investment do not qualify as capital assets, regardless of their form, because they are not used in operations.

Donated assets will be recorded at acquisition cost, which is the price that would be paid to acquire an asset with equivalent service potential or the amount at which a liability could be liquidated. Operating departments or offices must notify the Director of Finance when an asset is donated to the organization and provide supporting documentation of the donation. Guidelines for the acceptance of donations are set forth in the City's Donation Acceptance policy.

Capital assets acquired with grant funds must comply with state, federal and grantor requirements (including thresholds for capitalization) and be identified as grant funded assets in the City's capital asset accounting system.

LEASES

A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset as specified in the lease contract for a period of time in an exchange or exchange-like transaction. All leases subject to the provisions of the Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*, and having a cost (or estimated cost) of $25,000 or greater will be classified as Lease Assets and recorded in the City's capital asset accounting system.

Leasehold improvements to non-City leases will be capitalized and amortized over the lesser of, the estimated life of the asset or the life of the lease.

ESTIMATED USEFUL LIVES

The Assistant Finance Director will be responsible for determining the estimated useful life of assets purchased, constructed or otherwise acquired. The best source for determining the estimated useful life of a capital asset will be the City's own experience with similar assets. The following factors should be considered when determining an asset's estimated useful life:

- Quality – similar assets (roads, bridges) sometimes have substantially different useful lives because of differences in materials, design and workmanship (asphalt vs concrete);
- Application – how an asset is used may significantly affect its useful life;
- Environment – environmental differences may affect an asset's useful life;
- Industry Standard – GAAP, GASB and best practices by the GFOA may provide a recommended useful life by capital asset type.

The following ranges are guidelines in setting estimated useful lives for depreciating assets.

- Buildings and building improvements – 25 to 50 years
- Improvements other than buildings – 10 to 30 years
- Depreciable Infrastructure – 20 to 50 years
- Machinery and Equipment – 3 to 20 years
- Intangible assets with definite useful lives – actual life of intangible asset
- Leasehold improvements – lesser of life expectancy or actual term of lease

Capital assets still in service, but fully depreciated, will remain on the books until disposed. Actual useful life may prove to be longer than estimated useful life and can generally be justified on the basis of

immateriality. A significant number of fully depreciated capital assets may suggest the need to reassess average estimated useful life categories and be adjusted to reflect the City's actual experience.

DEPRECIATION OF CAPITAL ASSETS

The useful life of an asset is the period of time over which the asset will be depreciated. Salvage value of an asset is the estimated value it will have when it reaches the end of its useful life.

The City depreciates capital assets using the straight-line method over an estimated useful life with zero salvage value. All assets will be depreciated with a full year of depreciation recorded in the year the asset is placed in service. No depreciation will be recorded in the year of disposal.

DISPOSAL OF CAPITAL ASSETS

Capital assets, including those to be auctioned, will be disposed of according to the City's Surplus Personal Property Disposal policy and procedures. The Assistant Finance Director will be responsible for removing capital assets from the City's capital asset accounting system. Any proceeds from sales or insurance recoveries will be recorded as revenue in the appropriate fund.

A gain or loss will be recorded in the City's financial system when a capital asset is sold or traded for an amount that is different than its net book value.

This policy is not applicable to capital assets acquired using federal funds or property seized by the City's Police Department.

IMPAIRMENT OF A CAPITAL ASSET

Asset impairment is a significant, unexpected decline in the service utility of a capital asset. Governments generally hold capital assets because of the services the capital assets provide; consequently, capital asset impairments affect the service utility of the assets. The events or changes in circumstances that lead to impairments are not considered normal and ordinary. That is, at the time the capital asset was acquired, the event or change in circumstance would not have been expected to occur during the useful life of the capital asset. Common indicators of impairment include:

- Evidence of physical damage, such as for a building damaged by fire or flood, when the level of damage is such that restoration efforts are needed to restore service utility;
- Enactment or approval of laws or regulations or other changes in environmental factors, such a new water quality standards that a water treatment plant does not meet (and cannot be modified to meet);
- Technological development or evidence of obsolescence, such as that related to a major piece of diagnostic or research equipment (for example, a magnetic resonance imaging machine or a scanning electron microscope) that is rarely used because newer equipment provides better service;
- A change in the manner or expected duration of use of a capital asset, such as closure of a school prior to the end of its useful life; or
- Construction stoppage, such as stoppage of construction of a building due to lack of funding.

A temporary decline in service utility, decline in appraised value, change in estimated useful life or unanticipated increases in construction costs are not considered to be impairments.

Any impaired asset must be reported to the Assistant Finance Director for review, appropriate accounting entries and financial statement disclosure requirements. The Assistant Finance Director is responsible for ensuring compliance with Governmental Accounting Standards Board (GASB) Statement No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*.

PHYSICAL INVENTORY

City departments and offices will conduct a physical inventory of capital assets to verify their existence, location and physical condition. The Assistant Finance Director should provide a list of assets to each department director or office for verification annually. The Assistant Finance Director will be responsible for adjusting the City's capital asset records based on the results of each department director or office's inventory validations and for following up on missing items.

CAPITAL ASSET ACTIVITY REPORTING

Capital asset records will be summarized for inclusion in the Annual Comprehensive Financial Report (ACFR) footnotes, based on generally accepted accounting principles (GAAP). The Assistant Finance Director will maintain separate schedules for each proprietary fund and for all governmental fund capital assets. Schedules will include beginning balances, additions, deletions and ending fund balances. Interest incurred during the construction of capital assets utilized by the enterprise fund will be capitalized.

RECORD RETENTION

All records will be retained in accordance with the Illinois Local Records Act (50 ILCS 205), federal regulations, grant agreement or bond covenants, whichever is applicable and most restrictive.

DEFINITIONS

Accounts Payable (AP) – the money the City owes to its vendors for goods or services purchased on credit.

Accounts Receivable (AR) – an amount due for goods and/or services provided but not yet paid.

Accrual Basis of Accounting – requires that revenues be reported when they are earned and become measurable even if they have not actually been collected. Likewise, expenses are recorded during the accounting period when they are incurred as long as they are measurable.

Ad Valorem Property Tax – tax based on the assessed value of real estate.

Advanced Refunding - a strategy that allows the City to refinance its existing debt by issuing new bonds. The refunded bonds are redeemed more than 90 days from the date the refunding bonds are issued.

Aged Accounts Receivables – accounts receivables that are categorized according to the length of time that an invoice has been outstanding or not paid.

Aging Report – a report that lists unpaid customer invoices by date ranges used to determine which invoices are overdue for payment.

Amnesty Program – a program by which pardon is granted to a large group of individuals.

Amortization – the accounting process of reducing the value of an intangible asset (i.e. right to use) in a lease over the course of the agreement.

Annual Comprehensive Financial Report (ACFR) – a set of government financial statements that complies with accounting requirements established by the Governmental Accounting Standards Board (GASB).

Appropriation – a sum of money or total of assets devoted to a special purpose.

Arbitrage - is purchasing a security in one market and simultaneously investing it in another market, such as a savings or money market account, and profiting from the temporary difference in prices.

Arbitrage Rebate Requirement – certain arbitrage earnings must be paid or “rebated” to the U.S. Treasury.

Assessed Value- dollar value assigned to a home or piece of property for property tax purposes.

Asset – anything that has current or future economic value to the City.

Asset-Backed Securities – bonds or notes backed by financial assets consisting of receivables other than mortgage loans, such as credit card receivables, auto loans, manufactured-housing contracts and home-equity loans.

Audited Financial Statements- any financial statement that a certified public accountant (CPA) has audited.

Authorized – having official permission or approval.

Automated Clearing House (ACH) – a direct payment method that can electronically transfer money between banking networks in the United States.

Award – notice from the grantor that the City has been approved for grant funding from the grantor.

Bad Debt – an accounts receivable that is unlikely to be paid, which is treated as a loss and expensed on the income statement.

Balanced Operating Budget – a financial plan where the estimate of recurring revenues equal or exceed the estimate of recurring expenditures.

Banker's Acceptance – a negotiable piece of paper that functions like a post-dated check. A bank, rather than an account holder, guarantees the payment.

Bankruptcy – a legal proceeding initiated when a person or organization is unable to pay outstanding debts or obligations. Chapter 7 Bankruptcy allows the applicant to dispose of unsecured debts after liquidating nonexempt assets such as family heirlooms, second homes or investments like stocks or bonds. Businesses often file for Chapter 11 bankruptcy with the goal of reorganizing and remaining in business. Individuals who make too much money to qualify for Chapter 7 bankruptcy may file under Chapter 13, also known as a wage earner's plan. It allows individuals, as well as businesses, with consistent income to create workable debt repayment plans.

Broker – a person or organization that acts as an intermediary between an investor and a securities exchange. A broker helps perform financial transactions on behalf of a client, such as buying or selling stocks, bonds or other assets.

Budget – a financial plan used to estimate revenues and expenditures for a specific period of time.

Budget Cycle – represents the timeframe covered by the budget.

Budgetary Allocation – amount of funding designated to an item or program.

Blanket Authority – direct authority to act without having to gain approval for each transaction.

Bond – a fixed-income instrument that represents a loan made by an investor to a borrower (typically corporate or governmental).

Bond Counsel – an attorney or team of attorneys that specialize in local government debt financing.

Bond Covenants – legally binding terms of agreement between a bond issuer and a bondholder or investor. They are designed to protect the interests of both parties by restricting or requiring certain actions from the issuer.

Bond Insurance – a type of insurance policy that a bond issuer purchases that guarantees the repayment of the principal and all associated interest payments to the bondholders (investors) in the event of a default.

Bond Issuance Cost – fees associated with the issuance of bonds by an issuer to investors.

Bond Rating – a letter-based credit scoring scheme used to judge the quality and creditworthiness of a bond. Investment grade bonds are assigned "AAA" to "BBB-" ratings from Standard & Poor's and Fitch, and "Aaa" to "Baa3" ratings from Moodys.

Bond Yield – the return an investor realizes on an investment in a bond.

Brooks Act – federal law that requires the U.S. government to select engineering and architecture firms based upon their competency, qualifications and experience rather than by price.

Cannibalize – to take salvageable parts from something, such as a disabled machine for use in repairing another machine.

Capital Assets – assets used in operations and have an initial useful life in excess of two (2) years. Assets include, but are not limited to:

- Land, land improvements, easements
- Buildings, building improvements
- Equipment, vehicles, machinery, works of art and historical treasurers
- Various intangible assets (software)
- Infrastructure (roads, bridges, trails, tunnels, drainage systems, lighting systems)

Capitalize – to record an expenditure as an asset. The cost of this asset is then allocated to expense over its useful life.

Capitalized Interest – the unpaid amount of interest that is added to the principal balance.

Cardholders – City of Crystal Lake employees who are issued a City credit card and make purchases on behalf of the City.

Cash Receipts – cash, checks, money orders, credit/debit card payments, Electronic Fund Transfers (EFTs) or other acceptable payment types.

City Council – the legislative body of the City.

Code of Federal Regulations (CFR) – general and permanent regulations promulgated by executive departments and agencies of the federal government.

Collateral – an item of value pledged as security.

Collection Agency – an entity used by the City to recover funds that are past due.

Commercial Paper – an unsecured, short-term debt instrument issued by corporations.

Community Reinvestment Act (CRA) Rating – a performance rating that reflects how well a depository institution is meeting its responsibilities to meet the credit needs of the communities where they are chartered.

Competitive Bid Process – a form of solicitation that is used in the procurement of goods and services.

Competitive Sale – a method of offering municipal bonds where the bonds are advertised for sale. The advertisement, by way of a notice of sale, includes both the terms of the sale and the terms of the bond issue. Any broker dealer or dealer bank may bid on the bonds at the designated date and time. The bonds are awarded to the bidder offering the lowest interest cost.

Component Unit – a legally separate organization for which the elected officials of the City are financially accountable. A component unit may also include an organization that has a significant relationship with the City, such that excluding it from the financial statements would be misleading.

Consignment – an arrangement in which goods are left in the possession of an authorized third party to sell.

Contract – any written legal document or documents signed by both parties in which terms and conditions are clearly stated.

Contractor – a person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

Control Account - an account used to record the balance of subsidiary accounts.

Corporate Authorities – the governing body of the City.

Counterfeit – made in exact imitation of something valuable or important with the intention to deceive or defraud.

Credit – a balance in a person's favor in an account.

Credit Card Administrator – a staff member in the Finance Department who administers the City's credit card program.

Credit Enhancement – a strategy for improving the credit risk profile of an organization usually to obtain better terms for repaying debt.

Current Financial Measurement Focus – cash and/or assets that are expected to be converted to cash within the accounting period, or shortly thereafter. This measurement looks at whether the financial resources obtained during the accounting period are enough to cover all claims made against the fund during the same period. Long-term capital assets and obligations are not reported.

Current Refunding - a strategy that allows the City to refinance its existing debt by issuing new bonds. The refunded bonds are redeemed within 90 days from the date the refunding bonds are issued.

Custodian – a person or organization that has custody, care or legal responsibility for a variety of assets, including financial assets.

Customer – a person or organization that purchases goods or services from the City.

Debt – something, typically money, that is owed or due.

Debt Structure – features of debt such as maturity, principal repayment terms and prepayment provisions.

Debtor – a person or organization that owes money to the City.

Defaced – to spoil the surface or appearance of (something), for example by drawing or writing on it.

Deferred Inflow of Resources – acquisition of net assets by the City that are applicable to a future reporting period.

Deferred Outflow of Resources – consumption of net assets by the City that are applicable to a future reporting period.

Deferred Revenue – revenue that has not yet been earned, but represents goods or services owed to the customer.

Delinquent – being overdue in payment

Deliverable – an accomplishment achieved through an awarded grant. Deliverables are typically reported back to the grantor as proof of the City's effective use of funds.

Delivery-Versus-Payment (DVP) – a securities industry settlement method that guarantees the transfer of securities only happens after payment has been made.

Deposit – a sum payable as a first installment on the purchase of something or as a pledge for a contract, the balance being payable later or a sum of money placed or kept in a bank account, usually to gain interest.

Depository – a facility or institution that holds and safeguards money or securities.

Depreciation – an accounting practice used to spread the cost of a tangible or physical asset over its useful life. Depreciation represents how much of the asset's value has been used up in any given time period.

Derivative Products – a type of financial contract whose value is dependent on an underlying asset, group of assets or benchmark.

Direct Debit – a financial transaction in which the City withdrawals funds from a payer's bank account.

Direct Placement – sale of an issue of debt securities to a single buyer or to a limited number of buyers without a public offering.

Disbursement – the payment of money from a fund.

Discount Bond – a bond that is purchased for less than its face value.

Donation – a charitable gift that is given to the City. It can be in the form of cash, kind, property or services.

Donation Agreement – a contract between the City and a donor that establishes proof of a donation. It outlines the donation terms, such as how much money will be given and the intended use for the donation.

Due Diligence – reasonable steps taken by a person in order to satisfy a legal requirement, especially in buying or selling something.

Economic Financial Measurement Focus – all assets that are available to the City, not only cash or soon to be cash assets. Both long-term assets and long-term liabilities are measured and depreciation is recorded as a cost of operations.

Electronic Funds Transfer (EFT) – the electronic transfer of money between people, banks and organizations.

Employees – this term refers to all City of Crystal Lake employees including elected and appointed officials.

Economic Cycle – the fluctuating state of an economy.

Encumbrance – an accounting term that refers to a portion of the budget that is set aside for spending required by contract, but has not yet been paid out.

Enterprise Fund – a type of fund used in governmental accounting to account for activities that provide goods or services to the public for a fee such as the City's Water and Sewerage Fund. The fund is self-supporting and uses the same accounting framework followed by private sector entities.

Enterprise System – public services such as water and sewerage works that generates sufficient revenues to pay for its cost.

Environmental Protection Agency (EPA) – the primary body concerned with the protection of the environment for the state of Illinois.

Escrow Agent – a third party, a person or entity, which holds an asset or funds before they are transferred from one party to another.

Fair Presentation – the requirement that the City's financial statements should be presented in a fair way to all relevant users of these statements. In other words, these statements should not be misleading.

Federal Deposit Insurance Corporation (FDIC) – a United States government corporation that insures deposits in U.S. banks and thrifts in the event of bank failures.

Fiduciary – a person or organization that acts on behalf of another person or persons, putting their clients' interests ahead of their own, with a duty to preserve good faith and trust.

Fiduciary Funds - used to account for funds held in the interest of a third party. These aren't reported in government-wide financial statements since they're not government-owned assets (i.e. pension funds).

Financial Assets - liquid assets that get their value from a contractual right or ownership claim. Cash, stocks, bonds, mutual funds and bank deposits are all examples of financial assets. Unlike land, property, commodities or other tangible physical assets, financial assets do not necessarily have inherent physical worth or even a physical form. Rather, their value reflects factors of supply and demand in the marketplace in which they trade, as well as the degree of risk they carry.

Financial Industry Regulatory Authority (FINRA) – a government-authorized not-for-profit organization that oversees U.S. broker-dealers and works to ensure fair and honest financial markets.

Financial Institution – an entity that offers financial services to customers, such as individuals or organizations.

Financial Risk – the possibility of losing money.

Fiscal Year – a period of time lasting one year but not necessarily starting at the beginning of the calendar year.

Float – refers to money that is double counted due to delays in the process of deducting funds from the payer and the depositing of funds to the payee.

Forfeiture – a legal process that involves the removal of ownership of an asset from individuals who used it illegally, received or derived it from illicit activity, or employed it to facilitate a crime.

Fraud – deliberate deception to secure unfair or unlawful gain including monetary gain or other benefits. An illegal act committed intentionally.

Full Disclosure – a principle stating that all information should be included in the City's financial statements that would affect a reader's understanding of those statements. It is customary to disclose information about events that are likely to have a material impact on the City's financial position or financial results.

Fund – a self-balancing set of accounts recording cash and other financial resources, together will all related liabilities and residual equities or balances, and changes therein.

Fund Balance – the difference between assets and liabilities.

Non-spendable fund balance – amounts cannot be spent because they are either a) not in spendable form or b) legally or contractually required to be maintained intact.

Restricted fund balance – amounts are restricted by external parties (i.e. creditors, grantors contributors) or laws or regulations of other governments, or restricted by law through constitutional provisions or enabling legislation, such as an ordinance.

Committed fund balance – amounts that can only be used for a specific purpose pursuant to constraints imposed by formal action of the City Council.

Assigned fund balance – amounts constrained by the City's intent to be used for specific purposes that are neither restricted nor committed. The intent can be expressed by 1) the City Council or 2) a body or official to whom the City has delegated authority.

Unassigned fund balance – the total fund balance in the General Fund in excess of non-spendable, restricted, committed and assigned fund balance.

General Fund – the primary fund used by the City to account for ordinary operations and is financed from taxes (income tax, sales tax, use tax, etc.) as well as other general revenues (fines, fees, interest, etc.). The General Fund covers core administrative and operational tasks of the City such as police, community development and public works.

General Ledger – a complete record of all the City's financial transactions.

Generally Accepted Accounting Principles (GAAP) – a set of accounting rules, standards and procedures widely used in governmental accounting.

General Obligation (GO) Bonds – bonds that are backed by the full faith and credit of the City.

Gift – something given to someone, without payment, as a present or token of appreciation.

Governmental Accounting Standards Board (GASB) – the organization that determines and updates generally accepted accounting principles (GAAP) for government entities.

Governmental Funds – used by the City to provide services whose expenditures aren't met by the fees that are charged for those services.

Governmental Joint Purchasing Act (30 ILCS 525) – authorizes certain governmental units to purchase personal property, supplies and services jointly with one or more other governmental units.

Government Finance Officers' Association (GFOA) – a professional association that represents public finance officials throughout the United States and Canada. The GFOA's mission is to advance excellence in public finance.

Government-wide Financial Statements – financial statements which incorporate all of a government's governmental and business-type activities, as well as it non-fiduciary component units. There are two basic government-wide financial statements: the statement of net position and the statement of activities.

Grant – an amount of money given by a person or organization for a specific purpose linked to public benefit.

Grant Agreement – a contract between a grantor and the City that sets the terms and conditions of a grant, including what it can be used for.

Grantor – the external entity awarding a grant.

Historical Cost – all costs required to place a capital asset in service.

Home Rule – a system that allows local government units a certain amount of autonomy or self-government.

Identity Theft – the fraudulent acquisition and use of a person's private identifying information, usually for financial gain.

Illinois Municipal Retirement Fund (IMRF) – a multi-employer public pension fund that administers a program of disability, retirement and death benefits for employees of local government in Illinois.

Illinois Pension Code – a set of laws that determines how various pension plans operate and provide benefits to eligible employees and their dependents in the state of Illinois.

Illinois Records Act – a law that regulates the preservation and disposal of public records for all units of government in the state of Illinois.

Immateriality – unimportant under the circumstances; irrelevant.

Impairment – an accounting principle that describes a sudden and permanent reduction in the value of an existing capital asset.

Incidental Expenses – minor expenditures.

Indirect Costs – represents the expenses of doing business that are not readily identified with a particular grant, contract, project function, or activity, but are necessary for the general operation of the City and the conduct of activities the City performs.

Intact – not damaged or impaired in any way; complete.

Interest – money that is earned from keeping funds in an account in a bank or other financial organization.

Interfund Loan – borrowings or advances from one fund to another fund.

Intergovernmental Cooperation Act (5 ILCS 220) – authorizes governmental units to enter into agreements with other governmental units.

Intergovernmental Personnel Benefit Cooperative (IPBC) – a partnership of local government entities in Illinois that are committed to the philosophy of risk pooling and working together to provide cost-effective health and related benefits to employees.

Internal Controls - procedures used to make sure that assets of the City are protected and its financial and accounting records are accurate and reliable.

Internal Revenue Code (IRC) – part of federal law that covers all types of taxes in the United States.

Internal Revenue Service (IRS) – a U.S. government agency that operates under the Department of the Treasury and is responsible for the collection of taxes and enforcement of tax laws.

Investment Advisor – a person or organizations who are paid for providing advice about securities to their clients. Investment advisors are registered with the government and are authorized to choose, manage and recommend investments for clients. They work with clients to determine the best investments for their portfolio based on their financial situation and investment goals.

Investment Grade Securities – government and private fixed income securities, such as bonds and notes, having a low risk of default. Investment grade is determined based on a relative scale by credit rating agencies such as Standard & Poor's (S&P), Moody's and Fitch.

Invoice – a document that lists the goods purchased or services performed, and reflects how much money is owed.

Lapping Receipts – a fraudulent practice that involves altering accounts receivables to hide stolen cash. The method involves diverting a payment from one customer, and the hiding the theft by diverting cash from another customer to offset from the first customer.

Lease – a contract by which one party conveys land, property, services, etc. to another for a specified time, usually in return for a periodic payment.

Letter of Credit – a letter issued by a bank to serve as a guarantee for payments to a specified person under specified conditions.

Liability – something a person or company owes, usually a sum of money.

Lien – a right to keep possession of property belonging to another person until a debt owed by that person is discharged.

Local Government Investment Pool – a voluntary investment vehicle that combines the cash of participating local governments to purchase securities allows under the state's laws.

Local Government Professional Services Selection Act – mandates non-home rule units of local government to select architectural, engineering and land surveying services on the basis of demonstrated competence and professional qualifications and at fair and reasonable compensation.

Local Government Prompt Payment Act – a statute that applies to any purchase of construction services by the City. The act was created to ensure prompt payment to contractors who enter into an agreement with local government entities for construction services.

Lodging – a place someone pays to stay while they are away from home.

Loyalty Points – a rewards system where customers earn points based on specific actions or purchase amounts. These points can later be redeemed for discounts, products or other incentives.

Material Misstatement – information in the financial statements that is sufficiently incorrect that it may impact the economic decisions of someone relying on those statements. For example, a material misstatement of revenue could trigger a decision to buy a company's stock, causing losses for the investor when the misstatement is later corrected and the price of the stock declines.

Merchant Category Code (MCC) – These codes specify the type of business the vendor engages in (i.e. airlines, medical services, retail stores, restaurants, etc.)

Misappropriation – the unauthorized use of another's property or funds, especially by someone who has a duty to protect them, for one's own benefit or other improper use. It is a fraudulent and illegal act that can result in harm to the owner of the property or funds.

Modified Accrual Basis of Accounting – requires that revenues be reported when they actually become available and measurable. Revenues can be reported as collected if they are expected to be collected soon enough after the current accounting period to be available to pay current year liabilities.

Money Market Mutual Funds – a kind of mutual fund that invests in highly liquid, near-term instruments. These instruments include cash, cash equivalent securities and high-credit-rating, debt-based securities with a short-term maturity (such as U.S. Treasuries).

Mortgage-Backed Security – a type of investment that is made up of a bundle of home loans bought from bank that issued them.

Municipal Advisor – a professional financial consultant that works directly with the City and in the City's best interests.

Municipal Code – laws that are enacted and enforced by the City of Crystal Lake.

Municipal Securities Rulemaking Board (MSRB) – a regulating body that creates rules and policies for investment firms and banks in the issuing and sale of municipal bonds, notes and other municipal securities.

Mutual Fund – a financial vehicle that pools assets from shareholders to invest in securities like stocks, bonds, money market instruments and other assets.

Negative Arbitrage – a situation where the issuer pays more interest on its debt than it earns on the money that will be used to repay the debt. This can happen when the issuer holds the debt proceeds in escrow until a project can be funded or outstanding bonds redeemed, and the prevailing interest rates fall during this period.

Negotiated Sale – a method of offering municipal bonds where the issuing entity and a selected underwriter negotiate the terms of the issue. In a negotiated sale, an underwriter is selected to purchase the bonds, and the terms of the bonds are tailored to meet the demands of the underwriter's investor clients, as well as the needs of the issuer.

Net Book Value – the net worth or the carrying value of an asset reported in the City's financial statements. It is calculated by subtracting an asset's accumulated depreciation from its purchase price.

Net Present Value – the value of future cash flows over the life of an investment discounted to the present.

Non-mandatory Training – training that is not required. It is voluntary, and employees can choose whether to participate or not. Non-mandatory training might include topics like leadership development or professional development. While non-mandatory training isn't required, it may be encouraged as a way for employees to further their skills and development.

Outstanding – remaining to be paid, done or dealt with.

Par Amount – face value of a bond.

Past Due – an amount for which payment has not been received by the payment due date.

Pay-as-you-go – the use of current financial resources to fund capital projects, including current revenues, fund balances, grants and donations.

Payment Card Industry Data Security Standards (PCI DSS) – set of requirements intended to ensure that all organizations that process, store or transmit payment card information maintain a secure environment to protect the payment card information provided by cardholders.

Petty Cash – money that the City keeps on hand to make small purchases and reimbursements.

Portfolio – a person's or organization's entire collection of investments or financial assets, including stocks, bonds, real estate, mutual funds and other securities.

Premium Bond – a bond that is purchased for more than its face value.

Primary Dealer – a firm that buys government securities directly from a government, with the intention of reselling them to others, thus acting as a market maker of government securities.

Principal – face value or par value of a bond.

Private Activity Bond – a bond that primarily benefits a private entity.

Procedure – a series of actions conducted in a certain order or manner.

Procurement Officer – the person responsible for overseeing operations related to purchasing.

Proprietary Funds – used to account for "business-type" activities, where the services are completely paid for by charges to the customer (i.e. water and sewerage services).

Public Act (P.A.) 102-0265 – an act that mandates the City to make a good faith effort to collect and publish certain demographic information provided by vendors and subcontractors doing business with the City. Specifically, the City must make a good faith effort to collection information as to whether the vendor or subcontractor is a minority-, women-, or veteran-owned business.

Public Funds – funds controlled by the City.

Public Funds Investment Act (30 ILCS 235) – an act that governs the investment of government funds in Illinois. The Act requires the City to adopt an investment policy and limits the types of investments that the City may authorize under its investment policy. The Act requires the City to invest public funds under its control with the same prudence and discretion as private persons would manage their own affairs.

Qualification-Based Selection (QBS) – a procurement process established by the United States Congress as part of the Brooks Act and further developed as a process for public agencies to use for the selection of architectural and engineering services for public construction projects.

Rating Agency – an organization such as Standard & Poor's (S&P), Moody's and Fitch that calculates the risk that a bond or other debt will not be paid back. The rating agency uses a system of letters or symbols to show the level of risk.

Reasonableness – this term refers to the amount that would ordinarily be paid for like services by like organizations in like circumstances. The *Reasonableness Test* includes:

Amount test – focuses on the reasonableness of the total amount paid.
Purpose test – examines the services for which compensation was paid.

Recurring Expenditures – normal, ongoing expenses required for operating the City.

Recurring Revenue – the portion of the City's revenue that is expected to continue in the future.

Reconciliation – the action of making financial accounts consistent.

Red Flags Rule – a regulation established by the U.S. Federal Trade Commission (FTC) to help prevent identity theft.

Referendum – a general vote by the electorate on a single political question that has been referred to them for a direct decision.

Refunding – the act of refinancing outstanding bonds by issuing new bonds.

Repurchase Agreement – a short-term lending mechanism that involves a bank selling securities, usually government bonds or other debt instruments with steady values, to an investor and then buying them back a short time after at a slightly higher price.

Reserve – to retain for future use.

Restitution – compensation or reward given for loss or harm suffered.

Restrictive Endorsement – an endorsement signature or stamp on the back of a check that restricts the further negotiation of an instrument (i.e. “for deposit only”).

Risk-Adjusted Return – a calculation of the profit or potential profit from an investment that takes into account the degree of risk that must be accepted in order to achieve it.

Revised Uniform Unclaimed Property Act (RUUPA) – a law that requires holders of unclaimed property to turn it over to the state unclaimed property administrator after a suitable dormancy period so the administrator can attempt to reunite the property with its rightful owner.

Safekeeping – the storage of assets or other items of value in a protected area like a bank or brokerage firm. Financial institutions are custodians and are therefore legally responsible for any items in safekeeping.

Salvage value – the estimated value of an asset at the end of its useful life.

Secondary Market – where bonds are bought and sold between investors typically through a broker.

Securities – financial instruments traded by investors.

Securities and Exchange Commission (SEC) – an independent federal government agency that regulates the securities industry and protects investors from fraud and unfair business practices.

Settlement – an official agreement intended to resolve a dispute or conflict.

Single Audit – a rigorous, organization-wide audit or examination of the City when it expends $750,000 or more in federal assistance funds.

Solvency – quality or state of being able to pay debts or meet financial obligations.

Stale Dated Check – a check presented at the paying bank after a certain period (typically 90 days) of its payment date.

Statement on Standards for Attestation Engagements No. 16 (SSAE 16) – a set of standards developed specifically for certified public accountants (CPAs) to evaluate an organization’s internal controls and how service companies report on these controls.

Statute – a written law passed by a legislative body.

Straight Line Depreciation – a commonly used and straightforward method of allocating the cost of a capital asset. It is calculated by dividing the cost of an asset, less its salvage value, by the useful life of the asset.

Subordinate – to become secondary.

Subsidiary Accounts – accounts used to track information at a very detailed level for certain types of transactions such as accounts receivable.

Surplus Personal Property – property the City does not need. Personal property includes assets ranging from office equipment and furniture to equipment, heavy machinery, vessels and vehicles.

Taxpayer Identification Number (TIN) – an employer identification number (EIN) or a social security number (SSN), depending on the entity type that is registered with the Internal Revenue Service.

Time Deposit – a deposit in a bank account that cannot be withdrawn before a set date or for which a notice of withdrawal is required.

Time Value of Money (TVM) – a concept that a sum of money is worth more now than the same sum will be at a future date due to its earnings potential in the interim.

Travel Advance - a sum of money paid to an employee traveler prior to a business trip. The advance is meant to cover reimbursable expenses such as meals, transportation, lodging and incidental items.

True Interest Cost (TIC) – the real total cost of debt that includes all subsidiary costs like discount costs, prepaid interest and finance charges along with other factors that are related to the time value of money (TVM).

Uncollectible – not capable of or suitable for being collected.

Undertaking – a written promise offered as security for the performance of a particular act required in a legal action.

Underwriter – a middleman who buys securities at a discount from the bond issuer and then resells them to potential investors.

U.S. General Services Administration (GSA) – a federal agency that provides management best practices for the United States government and military organizations.

U.S. Government Agency Obligation – debt obligations issued by government-sponsored enterprises (GSEs) or U.S. government agencies. GSEs include the Federal Home Loan Banks (FHLB) and Federal Farm Credit Banks (FFCB). The Federal National Mortgage Association (FNMA or Fannie Mae) and the Federal Home Mortgage Corporation (FHLMC or Freddie Mac) are privately owned corporations created by the federal government to provide liquidity and increase available credit in mortgage markets. Federal agencies like the Government National Mortgage Association (GNMA or Ginnie Mae) are backed by the full faith and credit of the U.S. government.

U.S. Treasury Obligation – federally guaranteed obligations offered by the U.S. Treasury. The best-known forms of these obligations are: U.S. Treasury bonds, Treasury notes and Treasury bills (T-bills). Treasury bills are short-term obligations that mature anywhere between a few days to 52 weeks. Treasury notes are medium-term securities that take between two and 10 years to mature. Treasury bonds have the longest lifetime and mature in 30 years.

Useful Life – the estimated life of a capital asset for financial reporting purposes.

Vendor – a contractor or supplier of goods and services.

Verification Agent – a person or organization who is responsible for independently confirming that investments purchased for an escrow fund will be sufficient to fund debt service payments on refunded bonds, up to and including the date the refunded bonds are redeemed.

W-9 Form – an Internal Revenue Service form used to obtain a vendor's taxpayer identification number (TIN) and legal name.

Weighted Average Maturity – a measure of the average time until securities in a portfolio mature, with each security's weight in the averaging process being proportional to its market value.

Write-Off – a transaction that removes an amount which management has determined to be uncollectible. Writing off the debt for accounting purposes does not discharge the debt. The debt is still owed to the City but is no longer reported on the City's books as a receivable.

Yield Restriction – a general requirement under the Internal Revenue Code (IRC) that limits the amount of interest that may be earned by the City on idle bond proceeds.