CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
August 6, 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/Paramedics**
5. **Approval of Minutes – July 16, 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. **Class 16 Temporary Liquor License Request – Knights of Columbus Fr. McCormick Council #3880, St. Thomas the Apostle Church**
    b. **Temporary No Parking Restrictions**
    c. **Ordinance Amending the City Code – Office of City Clerk**
    d. **Renaming of South Walkup Avenue between South Main Street and its current terminus**
    e. **Waiver from the requirement to wait one year before resubmittal for the Preliminary/Final PUD, Comprehensive Land Use Plan Map Amendment, and Rezoning for the Pathway Court Apartments**
    f. **Hotel/Motel Tax Funding Distribution**
11. **City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Krystyna's Deli, Inc., d/b/a KD Fresh Market, located at 29 Crystal Lake Plaza**
12. **475 W. Virginia Street, Lake Roots - Comprehensive Land Use Plan Amendment from Urban Residential to Commerce and Rezoning from R-3A Two Family Residential to B-2 General Commercial for two lots and Preliminary and Final Planned Unit Development and Variations for a Convenience Store/Restaurant with outdoor seating**
13. **Ordinance Amending Chapter 268 of the City Code Relating to the Prohibition of Electronic Sweepstakes Machines**

14. Intergovernmental Agreement (IGA) with Dorr Township Highway Department for the Resurfacing of Lucas Road

15. Approval of an Intergovernmental Agreement between the Crystal Lake Park District (CLPD) and the City of Crystal Lake regarding the Edgewater Drainage Improvement

16. Bid Award – Edgewater Drainage Improvements

17. Bid Award – Downtown Brick Paver Leveling Project

18. Proposal Award – Wastewater Force Main Assessment Services

19. Proposal Award – Leica Geosystems BLK360 G2 Purchase

20. The Interlocal Purchasing System (TIPS) Purchasing Cooperative for Backup and Disaster Recovery Service Solution

21. Purchase of six (6) Police Department Vehicles through the State of Illinois Central Management Services (CMS)

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: August 6, 2024

Item: Fire Rescue Swearing in Ceremony for New Firefighter/Paramedics

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

Background:

Three new Firefighter/Paramedics were officially sworn in by the City Manager at the time of hire.

At the August 6, 2024 City Council Meeting, Mayor Haleblian will formally swear in the following sworn Fire Rescue personnel, who were recently hired:

Probationary Firefighter/Paramedics Nicholas Hensley, Jonathan Ramirez, and Amy Kuhn.

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: August 6, 2024

Item: Class 16 Temporary Liquor License Request – Knights of Columbus Fr. McCormick Council #3880, St. Thomas The Apostle Church

Staff Recommendation: Motion to approve issuance of a Class 16 Temporary Liquor License to the Knights of Columbus Fr. McCormick Council #3880

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
The City has received a request from the Knights of Columbus Fr. McCormick Council #3880 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their Parish Fest event being held at the Oak Street Church parking lot, located at 451 W. Terra Cotta Avenue on Saturday, August 24, 2024 from 5:30 p.m. to 10:00 p.m.

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

The Council has approved similar events in the past and other temporary liquor license requests for the Knights of Columbus Fr. McCormick Council #3880. A special event application has been submitted and approved administratively.

Votes Required to Pass:
Simple majority

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

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

1. Applicant's full name Knights of Columbus Fr. McCormick Council 3980
(Must be not-for-profit organization)

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

2. Location where beer and wine will be sold:
Will be served in the Parking lot of Oak St. Church

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

4. Hours of operation: 5:30pm - 10:00pm

5. Describe the type of crowd and traffic control licensee will utilize. Parishioners
2 entrances/exits on Oak St. & Terra Cotta Ave (176)

6. Describe plan for refuse pickup. 2 Dumpsters within 300ft. of
Serving Area Rt 176 & Oak St.

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

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

[signature] 7-24-2024
Signature of President Date

[signature] 7-24-2024
Signature of Secretary Date

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

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

7-24-2024
Signature of President

7-24-24
Signature of Secretary

Subscribed and sworn to before me this 24th
day of July, 2024.

OFFICIAL SEAL
S C HELD
Notary Public, State of Illinois
My Commission Expires 05/17/2027

Notary Public

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

July 24th, 2024

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

Honorable Mayor Haig Haleblian and City Council Members,

With this letter we are respectfully requesting your permission to sell beer and wine during the St Thomas Parish Picnic. This will be held in the Oak Street Church parking lot at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday August 24, 2024 from 5:30pm to 9pm.

We are expecting the participation of around 300 people. As usual the net proceeds of the sales will be used to support our parish ministries and local charitable organizations. The Knight's are a 100% volunteer organization and have appreciated the long history of support from The City of Crystal Lake.

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

Cesar Jimenez, Grand Knight
Fr. McCormick Council #3880
Knights of Columbus

ST. THOMAS THE APOSTLE
CATHOLIC CHURCH

June 21, 2024

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

Dear Mayor Haig Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our Parish Fest. This festival will be held in our St. Thomas the Apostle Oak Street Church parking lot at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, August 24, 2024.

The Fest is expected to be held between 5:30 pm to 10:00 pm with participation of around 300 people. We are planning this activity to be a fun activity which will help strengthen our community.

Thank you for your consideration of this request, and please contact us if you have any questions.

Sincerely in Christ,

Robert W. Jones

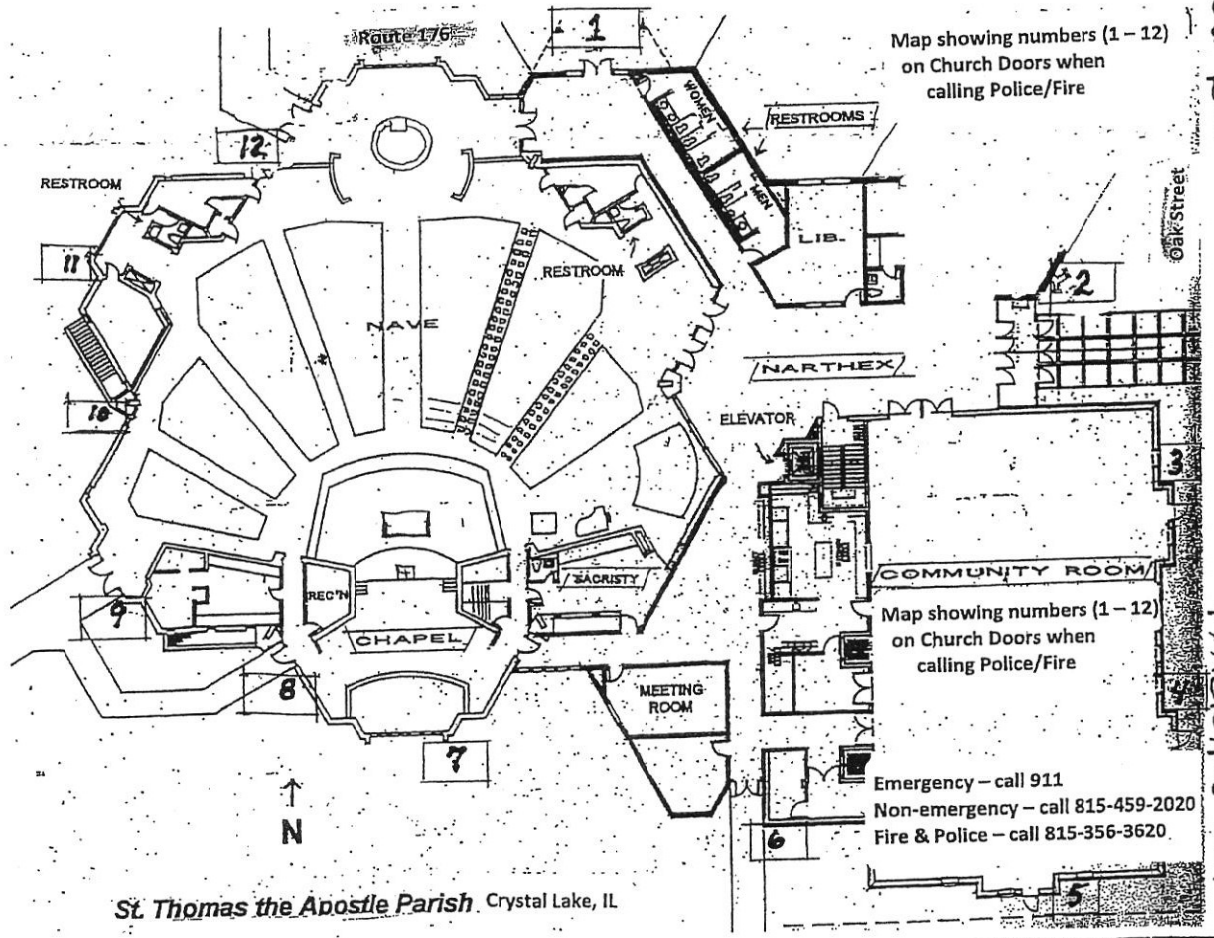
Rev. Robert W Jones, Pastor
St. Thomas the Apostle Church

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

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

ROUTE 176

PARKING LOT



PARKING LOT

MUSIC

GAMES

TABLES / CHAIRS

OAK STREET

GRASS AREA GAMES

FOOD / REFRESHMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	**CONTACT NAME:** Gallagher Bassett Services, Inc. **PHONE (A/C, No, Ext):** 414-203-4053 **FAX (A/C, No):** 414-258-1250 **E-MAIL ADDRESS:**
INSURED DIOCOFR-01 Diocese of Rockford Finance & Administration Office P.O. Box 7044 Rockford IL 61125	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Catholic RRG , Inc — 10083 **INSURER B :** Midwest Employers Casualty Company — 23612 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 635481586 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			RRG02620241 XS02620241	7/1/2024 7/1/2024	7/1/2025 7/1/2025	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 $ Included $ Included $ Included $ 2,000,000 $ Included $
A A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			RRG02620241 XS02620241	7/1/2024 7/1/2024	7/1/2025 7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			RRG02620241	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC010256	7/1/2024	7/1/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Statutory $ 1,000,000 $ 1,000,000 $ 1,000,000

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

General Liability and Auto Liability limits inclusive of $250,000 Self-Insured Retention.
If Additional Insured status noted herein, coverage afforded by Form #TNC-G118 (ed. 01/01/12).
FOR: St Thomas The Apostle Church - DIOCESE OF ROCKFORD - 451 W Terra Cotta Avenue, Crystal Lake, IL 60014
REASON: Parish Picnic to be held on church grounds (listed above). Date - Saturday 08/24/24 530pm-1000pm. Setup of the tent and games will be on Friday 08/23/24.

City of Crystal Lake is listed as an additional insured

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Item No: 10b

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Temporary No Parking Restrictions

Staff Recommendation: Motion to adopt an Ordinance allowing the posting of temporary no parking signs and enforcement of violations of such restrictions during construction and various events

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

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Background:
During construction and events such as parades, athletic events, and festivals it is necessary to temporarily prohibit parking for public safety purposes and to manage the flow of traffic. While the majority of attendees abide by signs placed on surrounding streets, it is desirable to codify these restrictions in the form of an Ordinance.

The proposed ordinance authorizes the Chief of Police or his designee to place temporary No Parking signs along public streets during construction and various events. The Ordinance was prepared by City legal counsel.

Votes Required to Pass:
Simple majority

Ordinance #:
File

ORDINANCE ADOPTING SECTION 496-116 OF THE CODE OF ORDINANCES OF THE CITY OF CRYSTAL LAKE RELATING TO TEMPORARY NO PARKING SIGNS

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 except as limited by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, the Mayor and City Council have found that construction and public events may lead to congested parking along public streets; and;

WHEREAS, Section 496-101 of the Code of Ordinances of the City of Crystal Lake (the "City Code") prohibits parking at any place where an official sign prohibits parking; and

WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to adopt Section 496-116 of the Code of Ordinances of the City of Crystal Lake (the "City Code") in order to allow for the placement of temporary no-parking signs and the enforcement of violations of such restrictions; and

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 Section 496-116 Section 496-116 of the City Code is hereby adopted and shall hereinafter provide as follows:

§496-116.

For the purpose of preventing congested parking along public streets during construction and events, including but not limited to athletic events, parades, farmer's

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markets and special events, and for the purpose of effectively regulating traffic during days and times that such events are taking place, the Chief of Police, or his designee, is authorized to post temporary signs designating the day or days of the week and hours of the day and the part of the street or streets in which the parking of vehicles is prohibited because of such events. Such temporary signs shall be considered official signs for the purpose of the parking prohibition set forth in Section 496-101(g) of this Code.

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.

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

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

Draft

Agenda Item No: 10c

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Ordinance Amending the City Code – Office of City Clerk

Staff Recommendation: Motion to adopt an Ordinance amending Chapter 22 of the City Code regarding the City Clerk

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

Currently, the City Clerk is an elected position as defined in the City Code and the current term ends on April 30, 2025. The office of City Clerk is required to perform various statutorily required duties, and the performance of those duties is often essential to ensuring that actions of the City Council are legally effective. The following option exists for the Council to ensure continuity of operations regarding the City Clerk position.

Ordinance Appointing the Clerk Position:

The City of Crystal Lake is a home rule community with fewer than 100,000 residents, and the City has adopted the Article 5 Manager Form of Government. Therefore, the City Council may adopt an ordinance amending the City Code to provide for the City Clerk to be appointed by the Mayor with the approval of the City Council without the need for referendum approval. *See* 65 ILCS 5/5-2-19. Adoption of this ordinance would amend City Code Section 22-1 accordingly. Special Legal Counsel Vic Filippini has created the attached draft ordinance for your review.

Petition circulation for the 2025 consolidated election begins on August 20, 2024. The City must adopt the ordinance amending the City Code and notify McHenry County that the City Clerk position is no longer an elected position, prior to this date. **The ordinance must therefore be approved no later than the August 6, 2024 City Council meeting**.

The ordinance states that effective May 1, 2025, the City Clerk position will be appointed by the Mayor and City Council. Adoption of the ordinance will allow the Deputy City Clerks to continue to perform the duties of City Clerk until the end of the current term on April 30, 2025.

Appointed vs. Elected City Clerks:

The City Clerk performs various administrative duties, including the execution of all documents, papers, receipts, orders, checks and other instruments required by any law to be executed by the City Clerk. In addition, the Clerk is responsible for maintaining a record of City ordinances, serving as the custodian of the City Seal, and maintaining a record of all officers and employees of the City. The City's Deputy Clerks have performed these duties satisfactorily in the Clerk's absence.

As the operations of the City become increasingly more complex, the duties of the Clerk have likewise become more complicated and less effectively performed by a single elected individual. Numerous communities have an appointed Clerk, including Woodstock, Huntley, Naperville, Park Ridge, and Highland Park. Per the draft ordinance, the appointed Clerk will require reappointment every four years by the Mayor with the advice and consent of the City Council.

Votes Required to Pass:

Simple majority vote of the City Council

ORDINANCE NO.

FILE NO.

CITY OF CRYSTAL LAKE

AN ORDINANCE AMENDING CHAPTER 22 OF THE CITY CODE REGARDING THE CITY CLERK

WHEREAS, the City of Crystal Lake (the "***City***") is a home rule Illinois municipality operating Article VII, Section 6 of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5; and

WHEREAS, the City has adopted the City Manager form of government pursuant to Article V of the Illinois Municipal Code, 65 ILCS 5/5-1-1 *et seq.*; and

WHEREAS, the office of City Clerk in the City has traditionally been an elective position; and

WHEREAS, as the operations of the City have become more complex, the duties of the office of City Clerk have likewise become more complicated and less effectively performed by a single elected individual; and

WHEREAS, insofar as the City has a population under 100,000 inhabitants, the Mayor and City Council of the City (the "***City Council***") are authorized by ordinance to provide that the City Clerk be appointed by the mayor with the approval of the city council; and

WHEREAS, the City Council is also, pursuant to the City's home rule authority, authorized to ensure that the operations of the City and its affairs are appropriately performed, including during times when a current officer of the City is unable or unwilling to perform official duties; and

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WHEREAS, the City Council has determined that it will serve and be in the best interests of the City and its residents to amend Chapter 22 of the City Code to establish the office of City Clerk as an appointive position as of April 1, 2025; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City and its residents to authorize the Mayor to direct current Deputy City Clerks to perform the duties of City Clerk when exigent circumstances arise;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Crystal Lake, County of Lake, State of Illinois, as follows:

SECTION ONE. Recitals. The foregoing recitals are incorporated into and made a part of this Ordinance by reference.

SECTION TWO. Amendment to Chapter 22 of the City Code. Sections 22-1 and 22-2 of Chapter 22, entitled "Clerk," of the City Code is hereby amended as follows:

§ 22-1 ~~**Election**~~ **Appointment; term.**

Effective May 1, 2025, the ~~The~~ City Clerk shall be ~~elected~~ **appointed by the Mayor, with the advice and consent of the City Council members** pursuant to the provision of the Illinois Compiled Statutes. The City Clerk shall serve a term of office of four years unless and until his/her successor is ~~elected~~ **appointed** and qualified.

§ 22-2 **Compensation.**

The ~~salary~~ **compensation** of the City Clerk shall be ~~$3,600 per annum, computed on the basis of the fiscal year of the City, provided that in the event of death, resignation, or other dismissal of the Clerk from office, the salary shall be computed on a pro rata basis for the portion of the fiscal year served~~ **established in the same manner as any other City employee; provided, however, that a City employee appointed as City Clerk is not entitled to any additional compensation as a result of any such appointment**.

SECTION THREE. **Special Mayoral Authority.** If at any time the City Clerk of the City is unable or unwilling to perform official duties, the City Council hereby authorizes the Mayor to issue directives to City employees to ensure that the operations of the City and its affairs are appropriately performed. The Mayor shall notify the City Council whenever a directive is authorized pursuant to this Section.

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication in the manner provided by law.

PASSED THIS 6th day of August, 2024.

AYES: ( )

NAYS: ( )

ABSENT: ( )

APPROVED THIS 6th day of August, 2024.

_____

Haig Haleblian, MAYOR

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

DRAFT

4891-8732-3857, v. 1

Agenda Item No: 10d

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Renaming of South Walkup Avenue between South Main Street and its current terminus

Staff Recommendation: Motion to adopt an Ordinance renaming South Walkup Avenue between South Main Street and its current terminus approximately 500 feet to the west and north to Commons Drive

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

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Background:
There is a short section of public street behind the existing Commons Shopping Center (Jewel) that is known as South Walkup Avenue. It extends from South Main Street to the west and north for a distance of approximately 500 feet where it currently terminates at the border of private property to the north (see map.) This public street does not connect to the more commonly known Walkup Avenue in the general downtown area. There is no platted right-of-way to allow for this section of road to connect to the northerly Walkup Avenue and there is an existing, constructed development on private property between the two sections of South Walkup Avenue.



State statute (65 ILCS 5/11-80-19) provides for the corporate authority to name or change the name of any street, avenue, alley, or other public place. To reduce confusion, staff recommends changing the name of South Walkup Avenue between South Main Street and its current terminus to Commons Drive. There are no properties with addresses along

this section of South Walkup Avenue. Staff will notify the post office and other entities of the change in name.

Votes Required to Pass:
Simple majority

Ordinance #:
File

ORDINANCE CHANGING THE NAME OF SOUTH WALKUP AVENUE FROM SOUTH MAIN STREET TO ITS CURRENT TERMINUS

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 except as limited by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, 65 ILCS 5/11-80-19 provides for the corporate authority to name or change the name of any street, avenue, alley, or other public place; and

WHEREAS, the street known as South Walkup Avenue between South Main Street and its current terminus approximately 500 feet to the west and north is a source of confusion since it does not connect to South Walkup Avenue and there is no right-of-way for a future connection to the north; and

WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to rename this section of South Walkup Avenue;

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. Change of Name. The name of South Walkup Avenue, a public street, between South Main Street and its current terminus, approximately 500 feet to the west and north is hereby changed to Commons Drive.

SECTION THREE. Effective Date. In accordance with 65 ILCS 5/11-80-19, this Ordinance shall be in full force and effect 30 days after its approval and after the post office serving this area has been notified by the City of the change in writing.

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APPROVED:

_____

Haig Haleblian, MAYOR

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

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

Draft

Agenda Item No: 10e

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Waiver from the requirement to wait one year before resubmittal for the Preliminary/Final PUD, Comprehensive Land Use Plan Map Amendment, and Rezoning for the Pathway Court Apartments

Jordan Michalkiewicz, petitioner
5720-5902 N. Route 31

Recommendation: City Council discretion:
A) Motion to grant the petitioner's request, waiving the one-year wait requirement for the Pathway Court Apartments.
B) Motion to deny the petitioner's request.

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

Background:
At the May 7, 2024 regular meeting, the City Council considered and voted on a request for a 312-unit apartment development. The petition had received a 2-4 vote to approve the request from the PZC, which is a failed motion. Area neighbors brought up concerns about connecting the roadway through the existing single-family neighborhood, the rezoning and density variation request. The petitioner showed the plan did not have any roadway connection to the north.

The UDO stipulates that petitioners must wait one year before submitting a substantially similar zoning request.

> *Section 9-200K.2 Repeated application. If a request has been denied by the City Council, it or one substantially similar may not be resubmitted within 12 months of the denial, unless there is substantial change in the facts or a change in City policy which would change the outcome, as determined by the Zoning Administrator.*

The petitioner has met with the adjacent neighbors to try to address their concerns. The petitioner has made changes to the plan to reduce the density and increase the open space buffer between this development and the single-family neighborhood to the north. These changes do not account for a substantial change in the request, which is why the one-year waiver is necessary.

The attached letter is respectfully requesting a waiver from this requirement. Granting the request would allow the petitioner the opportunity to proceed back to the Planning and Zoning Commission and City Council for reconsideration of their revised plans.

Votes Required to Pass: A simple majority.

Jordan Michalkiewicz
Three Leaf Partners
504 W. Juneau Avenue
Milwaukee, WI 53203
jmichalkiewicz@threeleafdevelopment.com
Direct: 920-573-6214

July 26, 2024

City Council Members
100 W Woodstock St.
Crystal Lake, IL 60014

Re: 295 & 345 Pathway Ct. & 395 Teckler Blvd. PUD Application Request for 1-Year Waiver

Dear City Council Members:

Per Uniform Development Ordinance Section 9-200 K, Three Leaf Partners is requesting the City Council waive the 12-month period between submission of application for development after a denial by City Council. Three Leaf Partners believes that the attached site plan is a substantial change from our initial submission in January 2024. The updated development plan incorporates two substantial changes; 1) reduction of the dwelling unit density from 312-units down to 220-units 2) incorporation of a park on the north portion of the development with a pathway connecting to the North residential neighborhood. We look forward to your approval of this waiver and resubmittal of the development plan. Should you have any questions, please do not hesitate to contact me. Thank you.

Truly yours,

THREE LEAF PARTNERS LLC

Jordan Michalkiewicz
VP of Development & Acquisitions

cc: Elizabeth Maxwell, Crystal Lake City Planner



SITE SUMMARY

TWO STORY WALK-UP BUILDINGS WITH 20 UNITS PER BUILDING

(11) 20 UNIT -BUILDING AREAS

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

UNIT MIX	PER BUILDING	TOTAL
ONE BED	11	121
TWO BED	7	77
THREE BED	2	22
TOTAL	20	220
PROJECT TOTAL		220

REQUIRED PARKING

1.5 PER ONE BED UNIT	181.5
2 PER 2 BED UNIT	154
2 PER 3 BED UNIT	44
.25 PER UNIT-GUEST	55
TOTAL	434.5 PARKING SPACES

OF STALLS PROVIDED 468

PARKING

ENCLOSED	153 STALLS
SITE STALLS	315 STALLS
TOTAL	468 STALLS (2.12 STALLS/UNIT)
CLUBHOUSE	13 STALLS

SITE AREA

23.8 ACRES
9.24 UNITS/ACRE

GREEN SPACE

SITE AREA: 23.8 ACRES
GREENSPACE: 13.4 ACRES (56%)

Pathway Court Development

Crystal Lake, Illinois

PRELIMINARY DRAFT - NOT FOR CONSTRUCTION

SITE PLAN

SCALE 1"=100' JULY 16 2024

A01

ARCHITECTURE

Agenda Item No: 10f

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Hotel/Motel Tax Funding Distribution

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

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

Discussion

On April 2, 2024 the City Council authorized a two-year award of Hotel/Motel Tax Funding to various program participants. The Raue Center for the Arts received an award of $150,000 per year for two years. According to the program guidelines, the funds are to be released on a reimbursement basis for event/activity related activities. In May 2024, the Raue Center for the Arts submitted a request to advance $75,000 of their annual $150,000 allotment for upcoming event expenses, which was granted by City Council on May 21st. The expenses are for artist fees, licensing fees and event marketing expenses.

The Raue is again asking for an advance of their remaining allotment of Hotel/Motel Tax funding for the rest of this year, $75, 000. Should the second advance request be granted, the Raue Center for the Arts would be required to submit documentation post-event(s) demonstrating how the additional $75,000 was spent. This is proposed as an exception to the policy; future distributions would be subject to the reimbursement protocol of the program guidelines.

Recommendation:

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

Votes Required to Pass:

Simple Majority

RESOLUTION

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

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

WHEREAS, on May 21, 2024, the City Council approved an advance of $75,000 to the Raue Center for the Arts, at their request, to fund upcoming expenses; and

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

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

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

DATED this 6th day of August, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

Draft

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Krystyna's Deli, Inc., d/b/a KD Fresh Market, located at 29 Crystal Lake Plaza

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 37 licenses to 38 licenses, in order to allow for the issuance of a new Class 13 liquor license to Krystyna's Deli, Inc., d/b/a KD Fresh Market, located at 29 Crystal Lake Plaza

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

Background:
Krystyna's Deli, Inc., d/b/a KD Fresh Market, is opening a new grocery store located at 29 Crystal Lake Plaza (former Joseph's Marketplace), and has requested a Class 13 liquor license to sell packaged alcohol at their location.

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

Current Class 13 License Holders:

Name	Address	Zoning
7-Eleven	60 W. Terra Cotta (Northside Center)	"O PUD"
7-Eleven	1024 McHenry Ave.	"B-1 PUD"
7-Eleven	6225 Northwest Highway	"B-1 PUD"
Casey's	1095 Pyott Road	"B-2 PUD"
Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"
Casey's #3983	4220 Northwest Highway	"B-2"
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"
Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"

Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"
Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake BP	281 W Virginia Street	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
Nick's General Store/Yoga on Lake	1309 North Avenue	"R-2"
LaRosita of Mesos Group, Inc.	230 W Virginia Street, Unit 00	"B-2"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Mobil Mart	250 N. Route 31	"B-2"
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Off The Vine	129 N. Main Street	""B-4"
Omni Petroleum (Mobil CL)	451 W. Virginia Street	
Phillips 66	415 W. Virginia Street	
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Osco Drug	6140 Northwest Highway (The Commons S.C.)	"B-2 PUD"
RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Thornton's LLC	911 Tek Drive	
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
Wal-Mart	1205 Route 31	"B-2 PUD"

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

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

- Payment of prorated license fee
- Certificate of Occupancy

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the creation the issuance of a new Class 13 liquor license for Krystyna's Deli, Inc., d/b/a KD Fresh Market, located at 29 Crystal Lake Plaza.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 13 License shall be increased from 37 to 38.

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

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

Draft

DATED at Crystal Lake, Illinois, this 6th day of August 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

KD
FRESH MARKET

Magdalena Duda
1046 S. Elmhurst Rd.
Mount Prospect, IL 60056

July 5th, 2024

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

Dear Mayor Haleblian and City Council Members,

I hope this letter finds you well. I am writing to formally request a liquor license for our new store located at 29 Crystal Lake Plaza, Crystal Lake, IL. This store will specialize in package-only sales, with no on-site consumption.

As a company, we already operate four similar establishments in Schiller Park, Schaumburg, Wheeling, and Mount Prospect, all of which are licensed under the respective village authorities and the State of Illinois. We pride ourselves on strict adherence to all Illinois Liquor Commission laws and local ordinances governing off-premises liquor sales at each of our existing locations. We are committed to maintaining the same high standards of compliance and responsible alcohol sales practices at our new Crystal Lake location.

Our expansion into Crystal Lake aims to serve the community's needs for convenient and responsible access to packaged domestic and imported alcoholic beverages. We believe our presence will contribute positively to the local economy and uphold the standards of safety and responsibility that the City of Crystal Lake advocates.

Enclosed with this letter are the necessary documents and application forms required for your review. Should you require any additional information or documentation, please do not hesitate to contact me at 847-233-0770 ext 6. or office@mykdmarket.com.

Thank you for considering our request for a liquor license. We look forward to the opportunity to contribute to the vibrant community of Crystal Lake.

Sincerely,

Magdalena Duda

CFO | KD Market

LL24-000011
Liquor License

Applicant Name	Magdalena Duda
Applicant Email	office@mykdmarket.com
Applicant Address	
Applicant Company Name	
Applicant Company Address	
Applicant Home Phone	( ) -
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 13
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	KRYSTYNA'S DELI, INC.
DBA	KD FRESH MARKET
Phone Number	[redacted]
Contact Person Name	Magdalena Duda
Contact Person Email	office@mykdmarket.com
Contact Person Address	
Contact Person Company Name	
Contact Person Company Address	
Contact Person Home Phone	( ) -
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	MICHAEL TRIMARCO
Manager Email	
Manager Address	
Manager Company Name	
Manager Company Address	
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	
Manager Status	Change in Manager
Citizenship	Yes

Officer Full Name and Title	ROBERT M WOJCIAK, PRESIDENT
Home Address	33833 DEEP FOREST RD EVERGREEN, CO 80439
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	ROBERTW@MYKDMARKET.COM
Officer Full Name and Title	MAGDALENA J DUDA, CFO
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	50 Walpole Rd. Elk Grove Village, IL 60007
Date of Birth	[redacted]
Phone Number	
Email	office@mykdmarket.com
Does this officer have a middle initial?	0
Is this for a new construction?	Yes
Own or Lease	Lease
Name of Lessor	Madison Corporate Group, Inc.
Address of Lessor	PO Box 2599, Palatine, IL 60078
Period Covered by Lease	06/2023-12/2036
Has applicant made application for a similar license for premises other than described in this application?	Yes
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas applicant (including any partner, officer, manager, member or director, or any stockholder holding in the aggregate more than a 5% ownership interest in the applicant), ever been convicted of a f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be	No

disqualified to receive a license by reason of any matter or	
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	04/01/2025
Is your Surety Bond Continuous?	Yes
Check this box to confirm above statement	1

Payment Type	Full Amount

Attach Lease Agreement: Collateral Assignment Crystal Lake Fully Executed.pdf
Certificate of Occupancy with the City of Crystal Lake: CL Occupancy Permit Application Copy.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: CL Liquor License Request Letter.pdf
Owner / Registered Agent Signature: signature.png
Proof of Liquor Liability Insurance: COI City of Crystal Lake.pdf
Surety Bond ($1000 payable to City of Crystal Lake): Crystal Lake LL Bond 2024-25.pdf
Upload signed affidavit Click Here for form: Affidavit Robert Wojciak.pdf
Upload signed affidavit Click Here for form: Affidavit Magdalena Duda.pdf

AFFIDAVIT

STATE OF Colorado)
) **SS**
COUNTY OF Jefferson)

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

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

Please sign below:

ROBERT WOJCIAK — PRESIDENT

Printed Full Name — Title

Applicant Signature — 7/8/24 — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

8th day of July, 2024.

Notary Public

My commission expires: 12/19/2026

(SEAL)

SELINA MARCANTONIO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224047411
MY COMMISSION EXPIRES 12/19/2026

AFFIDAVIT

STATE OF Illinois)
) **SS**
COUNTY OF Cook)

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

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

Please sign below:

MAGDALENA DUDA — CEO

Printed Full Name — Title

Duda — 07/08/2024

Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

8 day of July, 2024

Notary Public

My commission expires: 5-21-2025

(SEAL)

OFFICIAL SEAL
GREG BEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 5/21/2025

DocuSign Envelope ID: C008DF98-2BAB-4A40-AFE7-B65794A6DD11

LEASE

This document is intended to be a binding real estate contract.

THIS LEASE made and entered into this 3/8/2023 (the "Effective Date") by and between Crystal Lake Limited Partnership by its Agent, The Danelle Corporation hereinafter called "Landlord" and Krystyna's Deli Inc., an Illinois corporation hereinafter called "Tenant".

W I T N E S S E T H:

LEASING OF PREMISES

1. In consideration of the rents, covenants and agreements hereinafter reserved and contained to be observed and performed by the Tenant, Landlord hereby demises and leases to Tenant, and Tenant accepts from Landlord the premises outlined in red on Exhibit "A" hereto attached and hereby made a part hereof:

Space 29 containing approximately 40,395 square feet.

(together will all exterior loading docks solely serving Space 29) hereinafter referred to as "Leased Premises", or "Premises") in the shopping development known as:

Crystal Lake Plaza
Highway 14 & Keith Avenue
Crystal Lake, Illinois 60014

(the "Shopping Center" or "Center"). The Leased Premises shall be deemed to extend to the exterior face of all exterior walls, to the exterior faces of all interior walls, to the demising line where there is no wall or to the center line of those walls separating the Leased Premises from other premises, together with the appurtenances specifically granted in this Lease, but reserving and excepting to Landlord the use of the exterior walls and the roof and the right to install, maintain, use, repair, and replace pipes, ducts, conduits and wires leading through the Leased Premises and serving other parts of the Shopping Center in locations which will not materially interfere with Tenant's use thereof. Landlord reserves the right to change the size and dimensions of the Shopping Center, and to change the number and location of buildings, the building dimensions, the number of floors in the buildings, store dimensions (other than the Leased Premises), the identity and type of other stores and tenancies, and the Common Areas which are now or hereafter become part of the Shopping Center.

Notwithstanding anything in this Lease to the contrary, Landlord agrees that it will make no changes to the Shopping Center in the area depicted on Exhibit A-1 attached hereto which will materially adversely obstruct visibility of or access to the Leased Premises. Further notwithstanding anything in this Lease to the contrary, Tenant acknowledges that columns, footings, ducts, pipes, conduits or other obstructions existing inside the Leased Premises as of the Effective Date are acceptable to Tenant. Following the Effective Date

DS TDE

DS RW

Landlord shall not place additional columns, footings, ducts, pipes, conduits or other obstructions inside the Leased Premises without the prior written consent of Tenant. During the Term, Landlord shall maintain a parking ratio required by applicable code; provided, however, that the number of parking spaces in the area outlined in _red_ on Exhibit A-1shall not be reduced below _190_ spaces.

TERM OF LEASE

2. The term of this Lease (the "Lease Term") shall commence on the date possession is delivered to Tenant (the "Possession Date") which shall be as soon as the existing tenant has vacated the Leased Premises. The existing tenant has a contractual obligation to vacate within sixty (60) days of notice from Landlord to so vacate. Tenant understands and agrees that said notice cannot be delivered to the existing tenant until the contingencies set forth in Paragraph 18 are satisfied or waived by Tenant. The foregoing notwithstanding Tenant shall not be required to accept possession on the Leased Premises prior to May 1, 2023 provided, however, that Tenant shall use commercially reasonable efforts to accept possession as soon as possible after Landlord notifies Tenant that the Leased Premises are ready for occupancy by Tenant. The Lease Term of this lease shall end thirteen years six months from Rent Commencement as set forth in Paragraph 18 of this Lease, unless sooner terminated or extended as hereinafter provided.

RENT, ITS DETERMINATION AND METHOD OF PAYMENT

3. Tenant hereby covenants and agrees to pay to Landlord, without demand, at the office of Madison Corporate Group, Inc. 650 Roosevelt Rd. Suite 204 Glen Ellyn, Illinois 60137 or at such other place as Landlord may by notice in writing to Tenant from time to time direct, Rent at the following rates and times:

(a) Fixed Minimum Annual Rent during the Lease Term and any extension thereof in the amount of _____Column 1_____ Dollars ($__Column 2__) per year, such Fixed Minimum Annual Rent to be paid in-twelve (12) equal monthly installments, each in the amount of _____Column 3_____ Dollars ($___Column 4_) such installment to be paid in advance on the first-day of each and every calendar month during the Lease Term hereof except for the first installment which shall be paid as provided in paragraph 18 hereof. For any fractional calendar month during the Lease Term, such monthly installment shall be prorated.

Period	Column 1	Column 2	Column 3	Column 4
Rental Commencement Date ("RCD") through the 12th full calendar month following the RCD	Three Hundred Nine Thousand	309,000.00	Twenty-five Thousand Seven Hundred Fifty	$25,750.00

DS TDE

DS RW

The 13th full calendar month following the RCD through the 24th full calendar month following the RCD	Three Hundred Seventeen Thousand One Hundred	317,100.00	Twenty-six Thousand Four Hundred Twenty-five	$26,425.00
The 25th full calendar month following the RCD through the 36th full calendar month following the RCD	Three Hundred Twenty-five Thousand Two Hundred	325,200.00	Twenty-seven Thousand One Hundred	$27,100.00
The 37th full calendar month following the RCD through the 48th full calendar month following the RCD	Three Hundred Thirty-three Thousand Three Hundred	333,300.00	Twenty-seven Thousand Seven Hundred Seventy-five	$27,775.00
The 49th full calendar month following the RCD through the 60th full calendar month following the RCD	Three Hundred Forty-one Thousand Four Hundred	341,400.00	Twenty-eight Thousand Four Hundred Fifty	$28,450.00
The 61st full calendar month following the RCD through the 72nd full calendar month following the RCD	Three Hundred Forty-nine Thousand Five Hundred	349,500.00	Twenty-nine Thousand One Hundred Twenty-five	$29,125.00

DS TDE

DS RW

The 73rd full calendar month following the RCD through the 84th full calendar month following the RCD	Three Hundred Fifty-seven Thousand Six Hundred	357,600.00	Twenty-nine Thousand Eight Hundred	$29,800.00
The 85th full calendar month following the RCD through the 96th full calendar month following the RCD	Three Hundred Sixty-five Thousand Seven Hundred	365,700.00	Thirty Thousand Four Hundred Seventy-five	$30,475.00
The 97th full calendar month following the RCD through the 108th full calendar month following the RCD	Three Hundred Seventy-three Thousand Eight Hundred	373,800.00	Thirty-one Thousand One Hundred Fifty	$31,150.00
The 109th full calendar month following the RCD through 120th full calendar month following the RCD	Three Hundred Eighty-one Thousand Nine Hundred	381,900.00	Thirty-one Thousand Eight Hundred Twenty-five	$31,825.00
The 121st full calendar month following the RCD through 132nd full calendar month following the RCD	Three Hundred NinetyThousand	390,000.00	Thirty-two Thousand Five Hundred	$32,500.00

DS TDE

DS RW

The 133rd full calendar month following the RCD through 144th full calendar month following the RCD	Three Hundred Ninety-eight Thousand One Hundred	398,100.00	Thirty-three Thousand One Hundred Seventy-five	$33,175.00
The 145th full calendar month following the RCD through 156th full calendar month following the RCD	Four Hundred Six Thousand Two Hundred	406,200.00	Thirty-three Thousand Eight Hundred Fifty	$33,850.00
The 157th full calendar month following the RCD through 162nd full calendar month following the RCD	Two Hundred Seven Thousand One Hundred Fifty (six months)	207,150.00 (six months)	Thirty-four Thousand Five Hundred Twenty-five	$34,525.00

(b) Additional Rent, being all sums required to be paid by Tenant to Landlord pursuant to any of the provisions of this Lease other than Fixed Minimum Annual Rent including, but not limited to, common area charges, utility charges, and real estate taxes and assessments.

Tenant waives and disclaims any present or future right to apply any payment or part payment of Rent against any obligation of Landlord, however incurred, or to assert any such obligation as a set-off or counterclaim in any action for Rent, and agrees that it will not claim or assert any such right, set-off or counterclaim.

LEASE YEAR

4. The term "Lease Year" is defined to mean a portion of the Lease Term consisting of a period of twelve (12) consecutive calendar months, the first full Lease Year commencing on the first day of January following the commencement of the Lease Term, and each succeeding Lease Year commencing on the anniversary of the commencement of the first Lease Year. Any portion of the Lease Term which is less than a Lease Year

DS TDE

DS RW

shall be deemed a "Partial Lease Year".

GROSS SALES

5. The term "Gross Sales" as used in this Lease shall mean the total of all sales made in or upon or orders placed at or completed by delivery in, through or from the Leased Premises and in the amount that Tenant is required to report on Tenant's sales tax return to the Illinois Department of Revenue (the "Department"). Gross Sales shall exclude carrying charges, delivery charges, refunds for merchandise returned, sales cancelled, allowances or adjustments granted to customers, transfer of merchandise from this store to any other stores of the Tenant, return of merchandise to vendors, sales, excise and any other taxes which are added to the selling price of merchandise and paid for by the customer (to the extent and only to the extent that said sales, excise, or other taxes are actually paid by Tenant to the appropriate governmental body) and discounts on merchandise which are allowed to employees of the Tenant.

STATEMENTS BY TENANT

6. Tenant shall prepare and deliver to Landlord within thirty (30) days after the end of each calendar quarter during the Lease Term, and thirty (30) days following the expiration or termination of this Lease, at the place where Rent is then required to be paid hereunder, a copy of Tenant's sales tax reports, generated by Tenant's "POS" system, together with a written statement signed by a duly authorized officer or representative of Tenant certifying as to the truth, accuracy and completeness of such report. Tenant further agrees to pay Landlord a $250.00 penalty fee for each quarterly report not sent to Landlord within ninety (90) days after written notice from Landlord that such report is due.

In addition, in the event there may be a sales tax sharing agreement in effect with the City of Crystal Lake, Tenant agrees to provide the City of Crystal Lake with a power of attorney letter addressed to, and in a form reasonably satisfactory to, the Illinois Department of Revenue, authorizing the Illinois Department of Revenue to release to the City of Crystal Lake all sales tax revenue information relating to Tenant's business at the Shopping Center.

Upon written request from Landlord, but in no event more than one time per calendar year, unless Tenant is a publicly traded company, Tenant shall, not later than 90 days following Landlord's request, furnish to Landlord its balance sheet for the end of the applicable fiscal year and a statement of income and expense for that year.

Landlord shall keep all financial statements and other information described herein confidential, except expressly provided in this Section 6.

TENANT'S FAILURE TO FURNISH STATEMENTS

7. INTENTIONALLY OMITTED.

DS TDE

DS RW

MAINTENANCE OF RECORDS AND AUDIT BY LANDLORD

8. INTENTIONALLY OMITTED.

INTEREST

9. Each and every installment of Rent or other sums due from Tenant to Landlord which shall not be paid when due shall bear interest at the prime rate then being charged from time to time by Harris Trust and Savings Bank of Chicago for commercial loans, plus two percent (2%), but in no event less than ten percent (10%), per annum from the date when the same is payable under the terms of this Lease until the same shall be paid. Interest shall be compounded monthly. All payments will be credited first to any interest and / or late charges that are owed.

USE OF PREMISES

10. Tenant shall use and occupy the Leased Premises for the sale of groceries and produce and incidental sale of related items sold or offered in grocery stores in the Chicagoland Area and for no other purpose whatsoever (the "Permitted Use").

OPERATION OF TENANT'S BUSINESS

11. Tenant shall open for business no later than 360 days after possession of the Leased Premises is tendered to the Tenant by the Landlord unless such period is extended as set forth in Paragraph of this Lease. Tenant shall operate its business under the trade name of KD Market. Commencing in the 13th month after the Rental Commencement Date, if Tenant ceases to operate in the Leased Premises for a period of 60 consecutive days or more, Landlord shall have the right to terminate this Lease at any time thereafter by giving Tenant at least 30 days' notice of Landlord's election to terminate the Lease (the "Termination Notice"). In the event Landlord elects to terminate the Lease, Tenant shall pay Landlord one year's rent as full satisfaction of Tenant's Rent and Additional Rent obligations under the Lease accruing after the date Tenant delivers the Leased Premises to Landlord in a condition as set forth in this Lease. If Landlord does elect to terminate the Lease, the Lease will terminate on the date set forth in the Termination Notice; provided, however, if Tenant reopens for business within 30 days of Tenant's receipt of the Termination Notice, Tenant may continue in possession under the terms of the Lease and Landlord's Termination Notice shall, in that event, be inoperable

RESTRICTIONS ON USE OF PREMISES AND INDEMNITY

12. Tenant shall not use nor permit the Leased Premises or any part thereof to be used for any purpose other than as set forth in paragraph 10 above nor shall Tenant, without the consent of Landlord, use any exterior areas of the Shopping Center, such as, but not limited to, any recessed exterior area falling within the lines designating the Leased

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Premises on Exhibit "A" hereof, for the conduct of business or for the display of merchandise or equipment. The foregoing notwithstanding, Tenant may use the exterior sidewalk area in front of the Leased Premises for the conduct of business or for the display of merchandise so long as pedestrian access along the entire length of the Leased Premises is not unreasonably blocked and provided such use is approved by the City of Crystal Lake. Tenant shall not manufacture any fermented, alcoholic or other intoxicating liquor or beverages on or from the Leased Premises at any time, nor permit any other person to do so. Tenant shall not exhibit, sell or offer for sale, use, rent, or exchange on the Leased Premises any article, thing or service except such as are ordinarily included within the above stated use of the Leased Premises, and will not make nor permit any use of the Leased Premises which, directly or indirectly, is forbidden by public law, ordinance or governmental or municipal regulation or order, or which may be dangerous to life, limb or property, or which may increase the premium cost of or invalidate any policy of insurance carried on the Leased Premises or covering its operation thereon. Landlord agrees that Tenant's use of the Leased Premises for the Permitted Use shall not be deemed to cause an increase in insurance premiums or invalidate any policy of insurance carried on the Leased Premises or covering its operation thereon. Neither Tenant nor any employee, agent or person acting for or in connection with the operation of Tenant's business shall solicit business or distribute any handbills or other advertising matter in any part of the Common Areas (as hereinafter defined), including but not limited to the parking areas.

FURTHER RESTRICTIONS ON USE

13. (a) Tenant will not use, suffer or permit the use of the Leased Premises in any such manner that will be a nuisance or injure the reputation of the Shopping Center. Landlord agrees that Tenant's use of the Leased Premises as a grocery store for the Permitted Use shall not be deemed to be a nuisance or injure the reputation of the Shopping Center. Tenant further shall not use any of the plumbing, electrical or other facilities either in the Leased Premises or otherwise located in the Shopping Center for any purpose other than that for which they are constructed and shall use the same with care to avoid breakage, stoppage or other damage. The restrictions set forth in this paragraph 13 and in paragraph 12 shall extend to all agents and employees of Tenant. .

(b) Tenant agrees not to: (i) permit any unlawful practice to be carried on or committed in, upon or on the Leased Premises; (ii) keep or use or permit to be kept or used on the Leased Premises any inflammable fluids or explosives without the written permission of the Landlord first had and obtained; provided however that Tenant shall be permitted to use and sell at retail ordinary cleaning supplies and similar substances customarily used in the operation of a business similar to the Permitted Use so long as all of the same are stored, used, located, handled, maintained, and disposed of in accordance with all applicable Laws; (iii) deface or injure the Leased Premises or the building in which the Leased Premises is located; or (iv) commit or suffer any waste in or to the Leased Premises or the Shopping Center. Tenant agrees to pay as Additional Rent any increase in the cost of insurance on the Leased Premises to Landlord or the owner of the Leased Premises as a result of any unauthorized use of the Leased Premises by Tenant,

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but such payment shall not constitute in any manner a waiver by Landlord of its rights to enforce all of the covenants and provisions of this Lease.

(c) Tenant agrees not to install any electrical equipment that overloads lines in the Leased Premises. In connection with the installation of any electrical equipment Tenant shall, at Tenant's own expense, from time to time, make whatever changes are necessary to comply with the requirements of the insurance underwriters, governmental authorities, and the Inspection Bureau of the county and/or municipality in which the Shopping Center is located. Tenant agrees not to use any electrical equipment that contains a heating element unless same is used in connection with a red pilot light connected and operated in compliance with the underwriters' specifications.

RULES AND REGULATIONS

14. The rules and regulations set forth on Exhibit "B" attached hereto and made a part hereof shall be observed by the Tenant in all instances. Landlord reserves the right to amend, delete and make additions to such rules and regulations as it deems appropriate for the operation of the Shopping Center, and any such amendment, deletion or additions shall become binding upon Tenant on five (5) days notice in writing to Tenant. The failure by Tenant to keep and observe all of such rules and regulations as the same may be amended from time to time shall constitute a breach of the terms of this Lease in the same manner as if such rules and regulations were contained herein as covenants. Notwithstanding anything contained herein to the contrary, that (i) any rules and regulations promulgated by Landlord shall not prohibit, materially interfere or materially increase the cost of Tenant's use and occupancy of the Premises for the Permitted Use hereunder, and (ii) any rules and regulations shall be enforced by Landlord against all similarly-situated tenants in a non-discriminatory manner.

SURRENDER OF PREMISES

15. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, surrender to Landlord the Leased Premises, together with all replacements thereto, in good order, condition and repair, except for ordinary wear and tear and loss by fire or other casualty. Tenant shall remove all of its trade fixtures and other personal property and shall repair all damage caused to the Leased Premises by such removal. All property not removed by Tenant at the end of the Lease Term shall, at Landlord's election, become the property of Landlord, or, if Landlord notifies Tenant in writing to remove same, Tenant shall promptly do so, at Tenant's sole cost and expense, and shall repair, at Tenant's sole cost and expense, any and all damage to the Leased Premises caused by such removal, and should Tenant fail to do so promptly after such notice from Landlord, Landlord may do so and Tenant shall reimburse Landlord for the cost thereof as Additional Rent, with interest thereon at the rate as herein provided from the date of commencement of such work, which sum shall be due upon presentation of a statement therefor from Landlord to Tenant.

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HOLDING OVER

16. If Tenant holds possession of the Leased Premises after the termination of this Lease, whether by lapse of time or otherwise, Tenant shall pay, for the whole time during which possession is so held, an amount equal to 150% of the pro-rata Fixed Minimum Rent for the period during which possession is so held and all other costs for that period which would have been required to be paid by Tenant during such period if such period were included in the Lease Term. Neither the provisions of this clause nor the acceptance of Rent by Landlord for a period after termination of this Lease by lapse of time or otherwise shall constitute a waiver of Landlord's right to re-enter the Leased Premises nor shall any other act or omission to act in apparent affirmance of the tenancy operate as a waiver of any right of Landlord under the provisions of this Lease or provided by law, nor shall any of the foregoing be deemed to have created a holdover tenancy or a month-to-month tenancy unless the Landlord specifically so elects at Landlord's option. If Landlord, in its sole discretion, determines to permit Tenant to remain in the Leased Premises on a month-to-month basis, the month-to-month tenancy shall be terminable on 30 days prior written notice given by either party to the other party.

Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, directly sustained by reason of Tenant's holding over. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of occupancy between Landlord and Tenant.

If Tenant remains in possession of the Leased Premises after the expiration of the Term and Tenant and Landlord are involved in good faith negotiations for a new lease as demonstrated by a renewal lease being executed within 30 days of the expiration of the Term, the rental provisions of this Section 16 shall not apply. The monthly rental in this instance shall be computed on the basis of 1/12 of the total rental payable by Tenant to Landlord during the last 12 month period of the Term

ACCEPTANCE OF PREMISES

17. The Tenant acknowledges and represents that the Leased Premises, the exterior facade and the sidewalks adjoining the same, and the present uses and nonuses thereof have been examined by the Tenant Tenant accepts the same in the condition in which, they now are without representation or warranty, express or implied, in fact or by law, by the Landlord or its agents and without recourse to the Landlord or its agents as to the nature, condition, or usability thereof, or the uses to which the Leased Premises may be put.

COMMENCEMENT OF RENT

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18. Additional Rent and Fixed Minimum Annual Rent set forth in Paragraph 3 herein

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shall commence to accrue: (a) one year after possession of the Leased Premises is tendered to the Tenant by the Landlord provided Landlord has substantially completed the external façade renovation set forth in Paragraph 9 of Exhibit C or (b) the date upon which Tenant opens for business with the public, whichever shall be sooner (the "Rent Commencement Date").

In the event Landlord has not substantially completed the external façade renovation prior to one year after possession has been tendered to the Tenant, then the one-year period shall be extended for each day until Landlord has substantially completed the external facade renovation.

If such date shall occur on a day other than the first day of a calendar month, Tenant shall pay on such date an amount equal to one-thirtieth (1/30th) of one month's installment of Fixed Minimum Rent for each day from and including the date when the Rent shall commence to accrue to and including the last day of said calendar month.

Notwithstanding anything contained in this Lease to the contrary, Tenant's obligations under this Lease are conditioned upon Tenant's ability to secure building permits and approvals from all applicable governmental authorities ("Tenant's Permit Condition"). This condition must be satisfied or waived within ___60 days__ of the Effective Date of this Lease (the "Contingency Expiration Date"). If Tenant's Permit Condition has not been satisfied on or before the Contingency Expiration Date, Tenant may elect to terminate this Lease by delivering written notice (the "Contingency Termination Notice") of such termination to Landlord on or prior to the 10th day following the Contingency Expiration Date, in which event this Lease shall be deemed canceled and of no further force or effect as of the date of delivery of such notice. In the event that Tenant shall fail to provide Landlord with written notice of termination within 10 days after the expiration of the Contingency Expiration Date, or if Tenant shall fail to diligently pursue securing Tenant's Permit Condition during the period prior to the Contingency Expiration Date then Tenant shall be deemed to have affirmatively and expressly waived Tenant's Permit Condition

ALTERATIONS AND ADDITIONS

19. Except as otherwise provided herein, Tenant shall make no alterations or additions whatsoever in or to the Leased Premises or in or to any other part of the Shopping Center without first obtaining Landlord's written consent. Any and all alterations and additions made by Tenant shall, at the termination or expiration of the Lease Term, become and remain the Property of the Landlord, provided, however, that if at the time of its initial approval of such alterations and additions (or, if such alterations and additions do not require Landlord approval or Tenant fails to obtain such approval, as the case may be, then within ten (10) business days following Tenant's written request for such determination) Landlord shall so elect and notify Tenant in writing and Tenant shall, at or before the expiration or termination of the Lease Term, remove such alterations and additions and restore the Leased Premises, at Tenant's sole cost and

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expense, as they were before such alterations and additions were made by Tenant, ordinary wear and tear excepted. Should Tenant fail to do so, Landlord may do so and Tenant shall reimburse Landlord for the cost thereof as Additional Rent, with interest thereon at the rate as herein provided from the date of commencement of said work until paid, which sum shall be due upon presentation of a statement therefor from Landlord to Tenant. Tenant agrees to obtain Landlord's written permission prior to installation of any exterior signs. Any such signs must conform to Landlord's sign criteria which, in part, requires individual illuminated letters and is fully described in Exhibit D, attached hereto and made a part hereof. Tenant expressly agrees to install undercanopy and exterior signs not later than six (6) weeks after Tenant opens for business to the public. In addition to the foregoing, Tenant shall have the right to place its sign on the top panel of the pylon sign along Route 14 in front of the Leased Premises.

REPAIRS

20. (a) Effectives as of the Possession Date, Tenant covenants and agrees, at Tenant's sole expense, to promptly perform or to cause to be performed all repairs and maintenance necessary or desirable to keep the Leased Premises at all times during the Lease Term in good repair, order and condition, except as hereinafter provided, and to do all such acts and things necessary or appropriate for the preservation and safety thereof, whether legally required to do so or not. The obligations of Tenant hereunder shall include, but shall not be limited to, the maintenance, repair and replacement of the fire safety equipment, plumbing, electrical, heating, cooling and ventilating systems and equipment exclusively serving the Leased Premises, and Landlord shall not be obligated to perform any such work or to contribute to the cost thereof.

In addition to the obligations of Tenant in this paragraph 20 (a), Tenant agrees to provide Landlord with copies of all HVAC routine maintenance, repairs, replacements and inspections for at least two inspections per year. Copies of all work performed ("Service Report") shall be sent to Tenant by Landlord at the time of service to Tenant. Tenant shall promptly correct or replace any items noted in the Service Report.

(b) If Tenant refuses or neglects to repair or maintain the Leased Premises promptly and adequately as required of Tenant by this Lease, Landlord shall have the right, upon giving Tenant reasonable written notice, to make the repairs or do the required maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. The foregoing notwithstanding, Landlord shall use reasonable efforts to perform any repair and maintenance in a manner and at such times so as not to unreasonably disturb Tenant's business operations conducted in Leased Premises. If Landlord makes such repairs, Tenant will reimburse Landlord for the cost thereof with interest thereon at the rate as herein provided from the date of completion of said repairs until paid as Additional Rent which sum shall be due upon presentation of a statement therefor from Landlord to Tenant.

(c) Landlord shall keep the foundations, roof, exterior walls but excluding all door frames, doors, windows and store fronts, in good repair, except that Landlord shall not be

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required to make any such repairs which become necessary or desirable by reason of the act of negligence of Tenant, its agents, servants or employees. Landlord shall also be responsible for any pipes, ducts, mains or conduits that may pass through the Leased Premises, but which serve various tenants, the underground and otherwise concealed plumbing which does not exclusively serve the Leased Premises, the drainage system, and all utility systems which are not for the exclusive use of Tenant. In the event Landlord fails to perform its maintenance and repair obligations hereunder after 30 days prior written notice and provided Landlord has not undertaken good faith efforts to perform such obligations and such failure results in the threat of damage or harm to Tenant's employees, customers or business operations, Tenant shall have the right, upon written notice to Landlord to perform such repairs on Landlord's behalf. Landlord shall reimburse Tenant's reasonable costs of doing such repairs with interest thereon at the rate as herein provided from the date of completion of said repairs until paid within 30 days after receipt of an invoice from Tenant with full accompanying back-up, or credit Tenant's account for the appropriate amount of the reimbursement.

MECHANICS' LIENS

21. Tenant shall not permit any mechanics' lien or materialmen's lien or claim for lien to be filed against the Leased Premises or the Shopping Center or against the building or real property of which Leased Premises or the Shopping Center are a part. In the event any such lien shall be so filed and Tenant fails to cause said lien or claim for lien to be effectively removed of record within thirty (30) days after written notice thereof from Landlord, Landlord may, at its election, (a) remove such lien or claim for lien by paying the full amount thereof or otherwise, and without any investigation or contest of the validity thereof, and Tenant shall pay to Landlord, upon demand, as Additional Rent, the amount paid out by Landlord in such behalf, including Landlord's reasonable costs, expenses and counsel fees or (b) demand that Tenant deposit with Landlord a cash or surety bond in a form and with a company satisfactory to Landlord in an amount equal 120% of the amount of such lien until said lien is removed. Notwithstanding the foregoing, Tenant shall have the right to dispute any such lien or encumbrance provided that (1) Tenant shall comply with all reasonable requirements of Landlord or Landlord's lender (if any) during the pendency of such dispute, including, without limitation, any requirement of posting a cash or surety bond for such lien or encumbrance, and (2) Tenant diligently and continuously pursues such dispute and keeps Landlord reasonably apprised of the same.

ACCESS BY LANDLORD

22. Landlord, upon not less than twenty-four (24) hours' prior notice (except in the event of an emergency), shall have the right to enter the Leased Premises at any time for the purpose of inspecting the same, or of making repairs, additions or alterations to the Leased Premises provided, however, that any damages caused to the Leased Premises by Landlord's construction or other work shall be promptly repaired by Landlord at its sole cost and expense. Landlord shall have the right to enter the Leased Premises at all hours for the purpose of showing the Leased Premises to prospective Tenants or purchasers,

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and for a period commencing six (6) months prior to the expiration of the Lease Term, shall have the right to display "FOR RENT" signs in, on, around, or about the Leased Premises. Except as otherwise provided herein, such entry and access by Landlord shall not be cause for abatement of Rent or set off or claim against Landlord, and Landlord shall not be liable to Tenant in any way for loss of profits, injury, or damage to Tenant's property or business by reason thereof. Any exercise by Landlord of its rights of repair or inspection of the Leased Premises shall be carried out in a manner that will not unreasonably interfere with or disrupt the conduct of Tenant's business in the Leased Premises. Notwithstanding anything contained herein to the contrary, if Landlord enters the Leased Premises in a non-emergency situation in order to perform alterations, improvements, additions or repairs, and as a result, Tenant, in the exercise of its reasonable business judgment, is unable to operate its business in the Leased Premises and closes the Leased Premises to the public for a period in excess of 48 consecutive hours, then all rental and charges payable by Tenant shall abate from the date Tenant closes the Leased Premises until such time as the condition that caused the closure has been corrected.

COMMON AREAS

23. (a) Landlord shall, from time to time, make available certain areas and facilities of common benefit to the tenants and occupants of the Shopping Center including, but not limited to parking areas, parking areas, parking facilities, approaches, streets, sidewalks, malls, driveways, canopies, ramps, storm drainage facilities, exits, entrances, sprinkler mains, landscaped areas, light facilities, computer facilities, cable facilities, public utility lines, roofs, roadways and other facilities available for joint use or benefit designated by Landlord, as they may from time to time exist and be available to the tenants in the Shopping Center, their employees, officers, agents, customers, licensees and invitees (said areas of common benefit are hereinafter referred to as the "Common Areas"). Landlord shall operate, manage, equip, heat, ventilate, cool, light, insure, repair and maintain the Common Areas in in good order and repair, and may from time to time, in its sole discretion, and upon reasonable prior notice to Tenant, change the size, location and nature of the Common Areas or any portion thereof, make installations therein and modify, change, alter, move or remove the same, and, except as otherwise provided herein, Landlord shall not be subject to liability therefor, nor shall Tenant be entitled to any compensation, or diminution or abatement of Rent, nor shall such action be deemed an actual or constructive eviction of Tenant. Landlord may at any time close temporarily any Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage noncustomer parking and may do such other acts in and to the Common Areas as in Landlord's judgment may be desirable to improve the convenience thereof. In exercising any of the foregoing rights, Landlord agrees to use diligent efforts to avoid interference with the normal day-to-day operation of Tenant's business and Landlord shall not make any change to the Common Areas in the area set forth in ____red_ on the Exhibit ___A-1_which will materially adversely affect the visibility or accessibility of the Leased Premises. Tenant and its concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant

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rights, to use the Common Areas as designated from time to time by Landlord for ingress, egress, passage and parking, subject to such reasonable rules and regulations as Landlord may from time to time impose (which shall be in addition to and, not in substitution for those attached hereto as Exhibit "B"), including the designation of specific areas in which cars owned by Tenant, its concessionaires, officers, employees and agents must be parked. Such rules and regulations shall be binding upon Tenant upon the mailing of a copy thereof to Tenant or by posting the same in a conspicuous place in the confines of the Shopping Center designated for such purpose. Tenant agrees to abide by such rules and regulations and to use its commercially reasonable efforts to cause its concessionaires, officers, employees, agents, customers and invitees to conform thereto. Notwithstanding anything contained herein to the contrary, that (i) any rules and regulations promulgated by Landlord shall not prohibit, materially interfere or materially increase the cost of Tenant's use and occupancy of the Premises for the Permitted Use hereunder, and (ii) any rules and regulations shall be enforced by Landlord against all similarly situated tenants in a non-discriminatory manner. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other Common Areas.

(b) Provided such actions do not materially adversely affect Tenant's operations in the Leased Premises or materially increase the cost of Tenant's use and occupancy of the Premises for the Permitted Use hereunder, Landlord reserves the right, in its sole discretion, to set aside, from time to time, areas outside of, but contiguous to, said Shopping Center for the use of all the tenants of said Shopping Center, their employees, agents, customers and invitees. Such area(s) shall be deemed to be part of the Common Areas for the purposes of this Lease and Landlord shall have the same rights in respect thereto as to all other Common Areas including the right to change the size and location thereof, and to totally and completely eliminate, in Landlord's sole discretion, all or any portion of such areas.

(c) Effective upon the Rent Commencement Date, Tenant covenants and agrees to pay Landlord upon demand, but not more often than once each calendar month, as Additional Rent (which Additional Rent may be estimated by Landlord in its commercially reasonable discretion), Tenant's Proportionate Share of the cost of operating and maintaining the (i) Common Areas, including all malls, whether open or enclosed, mall amenities, driveways, lawns, landscaping, sidewalks, walkways, lounges, auditoriums and public meeting rooms, public rest rooms and all other areas and facilities located in or on the Shopping Center or which serve the Shopping Center and which are available for use in common by occupants of the Shopping Center and their customers and invitees, (ii) service areas which shall include the Shopping Center offices, maintenance and storage rooms, loading areas and all other areas and facilities which are used in the maintenance and operation of the Shopping Center, and (iii) all signs and billboards. The costs of operation and maintenance shall include all costs and expenses of every kind and nature paid or incurred by Landlord (including appropriate reserves) in operating, managing, equipping, policing and protecting, lighting, repairing, replacing, improving, renovating, enhancing and maintaining the Common Areas and shall include,

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but not be limited to, heating, air conditioning and maintaining any enclosed court area and other enclosed common areas, exterior illumination of buildings, utility, illumination and maintenance of Shopping Center signs, whether located on or off the Shopping Center, cleaning, fire protection, fencing, paving, rentals, repairing and other expenditures pertaining to all parking areas, snow and ice removal, premiums for liability, property damage, fire and workmen's compensation insurance, wages, unemployment taxes, social security taxes, personal property taxes, fees for required licenses and permits, supplies, operation of loud speakers and any other equipment supplying music to the Common Areas, reasonable depreciation of equipment used in the operation of the Common Areas and administrative costs equal to fifteen percent (15%) of the total costs of operating and maintaining the Common Areas. Common Area costs may include amortization of costs incurred in a prior year that Landlord may have elected to bill Tenants over more than one year. Such funds shall be used, together with funds from other tenants, at the sole discretion of the Landlord and without any accounting therefor to Tenant.

Notwithstanding the foregoing, for purposes of this Lease, costs of operation and maintenance shall not include: (i) costs of capital improvements that may have a useful life of greater than five (5) years to the Leased Premises or the Shopping Center. However, common area expenses that may have a life of greater than five years may be amortized over a commercially reasonable useful life and not entirely billed in the year occurred; (ii) wages, salaries, fees and fringe benefits paid to Landlord's or its manager's executive personnel; (iii) legal fees, space planners' fees, leasing commissions and advertising expenses incurred in connection with the leasing of the Shopping Center; (iv) costs and expenses for which Landlord is reimbursed by insurance from its carrier or any other tenant's carrier; (v) the cost of repairs, alterations or replacements required as the result of the exercise of any right of eminent domain to the extent Landlord receives net condemnation proceeds as the result of such exercise; (vi) the cost or expense of any services provided to other tenants of the Building and not to Tenant or from which Tenant receives no benefit; (vii) court costs and legal fees incurred to enforce the obligations of other tenants of the Building; (viii) auditing fees, other than those in connection with the preparation of Landlord's statements for costs of operation and maintenance requested by Tenant; (ix) any expenses for which Landlord has received actual reimbursement (other than as additional rent) from any third party; (x) all costs for areas outside of the Common Areas incurred in connection with any compliance with or remodeling for the Americans with Disabilities Act; (xi) costs incurred in connection with a transfer or disposition of all or any part of the Shopping Center or any interest therein or in Landlord or any entity comprising Landlord; (xii) any expense arising by reason of the gross negligence or other tortious conduct of Landlord or Landlord's employees or agents, or due to default by Landlord or Landlord's employees or agents under any agreement or lease affecting the Premises, the Shopping Center or any portion thereof; (xiii) any fines or penalties incurred as a result of violation by Landlord of any law, order, rule or regulation of any governmental authority, provided the same is not caused by or the result of any acts or failure to act on the part of Tenant; and (xiv) overhead and profit paid to affiliates of Landlord for services to the Building, to the extent only that the costs of such services exceed the competitive costs of such services

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were they not so rendered by affiliates of Landlord.

As of the Rent Commencement Date, Tenant's share of said cost shall equal the ratio of the total number of square feet of gross leasable area in the Leased Premises (40,395 square feet) to the total number of square feet of gross leasable area which are contained in all buildings located in the Shopping Center during the period of such costs as allocated by the Landlord from time to time As of the Effective Date, the number of gross leasable area which are contained in all buildings located in the Shopping Center is 185,000 square feet. Tenant's estimated monthly cost shall be Eight Thousand Four Hundred Twenty & no cents Dollars ($8,420.00) which amount shall represent 40,395 square feet of leased space divided by the total leasable square feet of the Shopping Center. An adjustment shall be made at the end of each year as provided herein. Within one hundred eighty (180) days after the end of each Lease Year or Partial Lease Year, Landlord shall furnish Tenant a statement in reasonable detail of the actual costs of operation and maintenance paid or incurred by Landlord for such period, and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by the Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's pro rata share of such costs for such period. If Tenant's Proportionate share of Common Area maintenance and operation expenses for the calendar year exceeds Tenant's payment, Tenant shall pay Landlord the deficiency within 30 business days after receipt of the statement. If Tenant's payments exceed Tenant's share of the Common Area maintenance and operation expenses, Landlord shall credit the excess against payments due, except in the last year of the Term, Landlord shall return any such excess to Tenant within thirty (30) days after the expiration of the Lease Term. This covenant shall survive the expiration or earlier termination of the Lease Term. Charges will be adjusted annually.

Unless Tenant requests to review Landlord's books and records relating to Landlord's statement within sixty (60) days following receipt of Landlord's statement, Tenant shall then be deemed to have waived any right to dispute the Common Area maintenance operation expenses due pursuant to Landlord's Statement.

Tenant may, however, (upon written request delivered to Landlord not later than sixty (60) days following the date that Landlord's statement is delivered to Tenant), request that Landlord provide Tenant and Tenant's consultant the right to review Landlord's common area books and records. If Tenant does not thereafter notify Landlord of any objection to Landlord's statement within sixty (60) days of the date on which access to Landlord's books and records is provided, then Tenant shall be deemed to have accepted Landlord's statement as true and correct and shall be deemed to have waived any right to dispute the Common Area maintenance operation expenses due pursuant to Landlord's Statement.

To the extent that any dispute with reference to common area charges due pursuant to this Paragraph 23 (c) are not resolved between Landlord and Tenant, such amount disputed amount shall not be considered a default under the Lease.

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BUILDING & STRUCTURE INSURANCE

23.5 Effective upon the Rent Commencement Date, Tenant covenants and agrees to pay Landlord upon demand, but not more often than once each calendar month, as Additional Rent (which Additional Rent may be estimated by Landlord in its sole discretion), Tenant's Proportionate Share of the costs of insuring the building and structures comprising the Shopping Center. Tenant's estimated monthly cost shall be Eight Hundred Seventy-five & no cents Dollars ($875.00) which amount shall represent 40,395 square feet of leased space divided by the total leasable square feet of the Shopping Center. As of the Effective Date, the total leasable square feet of the Shopping Center is 185,000 square feet. Tenant's costs shall be adjusted at the end of each calendar year based upon the actual cost to insure the Shopping Center.

TENANT'S INSURANCE

24. Effective upon the Possession Date Tenant shall procure, and thereafter at all times during the Lease Term maintain in full force and effect, a policy or policies of insurance, from companies satisfactory to Landlord, in form satisfactory to Landlord, insuring Landlord, Madison Corporate Group, Inc. and Tenant as their interests may appear against:

(a) Public liability covering the Leased Premises, the use and operation thereof, with minimum limits of not less than $1,000,000 combined single limit, bodily injury and property damage. Landlord shall have the right to direct Tenant to increase the limits of such public liability insurance from time to time to such amounts as Landlord shall reasonably determine are necessary. Such insurance shall indemnify and protect the insureds against liability, loss, suits, and claims for injury or damage (including punitive damages) to any person or entity, including cross-insurance coverage for liability of Landlord against Tenant and Tenant against Landlord, and including but not limited to any loss or damage resulting from the loss of use of any property, real or personal and any business loss or interruption, together with interest.

Such insurance shall be subject to a deductible or retention of no more than $15,000 per claim/occurrence and Tenant shall be solely responsible for payment of any such deductible or retention.

(b) In such cases as Landlord may deem it necessary, loss or damage by boiler or internal explosion by boilers, with such limits for each accident as Landlord may from time to time require.

(c) Damage to or breakage of plate glass covering all exterior plate glass in the Leased Premises.

(d) Damage or loss by fire or other casualty to Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises with limits

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not less than 80% of their replacement cost and to include risks covered by standard "extended coverage" endorsements.

(e) Workmen's Compensation insurance for all employees and contractors.

Any policy of insurance required to be procured and maintained by Tenant under the provisions of this Lease shall provide that it shall not be subject to cancellation except after thirty (30) days' prior written notice to Landlord and/or his agent. All policies of insurance required to be furnished hereunder, together with receipts or other documents showing payment of premiums thereon, may be requested by Landlord to be deposited with Landlord prior to the commencement of the Lease Term hereof and thereafter not less than thirty (30) days prior to the expiration of the term of such coverage; provided, however, that if Tenant shall maintain any insurance required hereunder under a blanket policy, Tenant shall have sufficiently complied with the terms hereof by furnishing Landlord a certificate or certificates for the same which shall specify the amount of insurance allocated to the Leased Premises and by furnishing to Landlord a certified copy of such blanket policy. If Tenant shall at any time fail to procure and thereafter maintain in full force and effect any policy or policies of insurance required to be maintained by Tenant pursuant to this Lease, then Landlord may obtain such insurance policies and keep the same in effect, and the cost thereof shall be due to Landlord from Tenant on demand as Additional Rent.

UTILITIES

25. Tenant covenants and agrees to pay when due, if charged separately to Tenant or otherwise, all charges and fees for water, gas, electricity and any other utility used in the Leased Premises.

WAIVER AND INDEMNITY
26. Omitted

UNTENANTABILITY

27. In the event the Leased Premises shall be destroyed, or so damaged by fire, explosion, windstorm, flooding or other casualty as to be untenantable, Landlord may restore the Leased Premises within a reasonable time after such destruction or damage, or may terminate this Lease and the Lease Term as of the date of the destruction or damage, in either case by giving Tenant notice within thirty (30) days after the date of the destruction or damage. Landlord, however, shall not have the right to terminate this Lease unless it also terminates the leases of all other tenants suffering similar damage.

In the event the Leased Premises shall be damaged as aforesaid but are not thereby rendered untenantable, or in the event that Landlord does not elect to terminate this Lease as provided above, Landlord shall restore the Leased Premises with reasonable dispatch after being able to obtain possession thereof for the purpose of restoration. While such damage is being repaired, Tenant shall be entitled to (i) a full abatement of

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Fixed Minimum Annual Rent and Additional Rent for any period in which Tenant is unable to operate its business in the Leased Premises for the Permitted Use or (ii) a proportional abatement of Fixed Minimum Annual Rent and Additional Rent to the extent that Tenant is able, in Tenant's commercially reasonable discretion, to operate in a portion of the Leased Premised for the Permitted Use; provided that in no event shall Landlord be obligated to repair if such fire, explosion or other casualty is caused directly or indirectly by the negligence or willful misconduct of Tenant, its agents, servants or employees, provided further that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage, and provided further that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment or any alterations or additions made by Tenant to the Leased Premises. If Landlord is obligated to or elects to restore the Leased Premises but fails to initiate plans to rebuild and restore the Leased Premises within 120 days after the date of such destruction or damage and thereafter diligently pursue the same, or once having commenced the actual construction work necessary for such rebuilding and restoration, shall fail to complete such work within 270 days after the date such work is commenced, Tenant may, as its sole remedy, terminate this Lease upon written notice to Landlord within ten (10) days after the expiration of such period, provided, however, that Landlord shall not be liable or responsible for any delays in rebuilding or repairing due to labor controversies, riots, acts of God, national emergency, acts of a public enemy, governmental laws or regulations, war, snow, inclement weather, inability to obtain possession of the Leased Premises for such rebuilding and restoration, inability to procure materials or labor, or both, or any other cause beyond its control, and the period permitted to Landlord to restore the Leased Premises shall be extended to the extent that the work of rebuilding or repairing is delayed due to any such cause. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall repair or replace its fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed for business, Tenant shall promptly reopen for business upon the completion of such repairs.

EMINENT DOMAIN

28. If the Leased Premises or any part thereof shall be taken or condemned for public purposes by any competent authority, the Tenant shall have no claim against the Landlord and shall have no claim or right to any portion of the amount that may be awarded or paid as a result of any such condemnation. Except as otherwise provided herein, Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation or awards. The foregoing notwithstanding, Tenant shall be entitled to make a claim in its own name to the condemning authority for the value of any trade fixtures, trade equipment, merchandise, or personal property of any kind belonging to Tenant and not forming part of the real estate, or for the cost of removing these items and any moving expenses incurred by Tenant. If the entire Leased Premises are taken under or condemned, this Lease shall terminate on the date of the taking. Landlord and Tenant shall be released from liability accruing after that date. In the event that more than 25% of the Leased Premises shall be taken or condemned or if because of the taking,

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regardless of the amount taken, the remainder of the Leased Premises are not usable for Tenant to operate for the Permitted use, then either Landlord or Tenant shall have the option of terminating this Lease upon giving to the written notice of such election within thirty (30) days after possession of the part condemned has been taken by the appropriate authorities, whereupon the Lease Term shall be considered terminated as of the date on which possession is so taken. If Tenant does not so elect to terminate this Lease, the Fixed Minimum Annual Rent to be paid by the Tenant shall be equitably and proportionately reduced.

REAL ESTATE TAXES

29. (a) Effective upon the Rental Commencement Date, Tenant shall pay Tenant's Proportionate Share of all real estate taxes and assessments, without deduction or set-off of any kind, including the cost of any successful contest of an assessment by Landlord, which may be levied or assessed against the Shopping Center during the Term by any lawful authority for each calendar year. Tenant shall, upon request of Landlord, make monthly estimated payments of such Additional Rent for taxes and assessments at the time and place of monthly payments of Fixed Minimum Annual Rent. These estimated payments shall be based on the most recent ascertainable taxes and assessments and an adjustment shall be made between the parties on receipt of the actual bills. Tenants estimated monthly share shall be Six Thousand Seven Hundred Thirty-five & no cents Dollars ($6,735.00) which amount shall represent 40,395 square feet of leased space divided by the leasable square feet of the building(s) in which the Leased Premises is located or attached. As of the Effective Date, the leasable square feet of building(s) in which the Leased Premises is located or attached is 168,500 square feet (Spaces 1-A through 29). An adjustment shall be made at the end of each year as provided herein.

(b) Landlord shall determine Tenant's obligation hereunder, which determination shall be based upon taxes (general and special) and assessments (general and special) together with all interest payments thereon, if any, assessed or levied during each Lease Year or Partial Lease Year without regard to the period for which the tax or assessment is payable and without regard to whether or not the Lease was in existence during such period said tax or assessment is due and payable. If, however, there is a change in the time for payment of taxes during the Lease Term which would result in Tenant's paying taxes allocable to a period greater or lesser than the Lease Term, the tax payments for the last Lease Year shall be equitably adjusted so that the period for which the Tenant pays taxes is of the same duration as the Lease Term (although it may not be the same period of time). Furthermore, there shall be excluded from real property taxes and assessments, any penalty or late fee imposed as a result of Landlord's late payment or non-payment of taxes or assessments beyond the due date.

(c) If special assessments or other special taxes payable in installments are levied against the Leased Premises and other land, Landlord shall pay such assessments or taxes in installments, and all interest payments shall be considered part of such assessments and special taxes for the purposes of this provision, provided, however, that Tenant shall only be responsible for Tenant's Proportionate Share of installments which are payable during

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the Term.

(d) If the Landlord contests the amount of any taxes or assessments, the expenses incurred in successfully conducting such a contest shall be considered a part of the tax payment for the purposes of this provision. If the result of such a contest is to defer the time of payment of taxes to a later date or to obligate the Landlord to pay an additional tax, interest or penalty at a later date, the Additional Rent for taxes and assessments in the year in which the tax or assessment was originally due shall be recalculated, and Tenant shall pay the additional amount due. If such a contest results in a refund to Landlord at a later date, the Additional Rent for taxes and assessments for the year in which the tax or assessment was originally due shall be recalculated, and Landlord shall pay Tenant its share of the refund, but Tenant shall pay the reasonable cost and expense of any such recalculation.

(e) The obligations of Landlord and Tenant under this-paragraph 29 shall survive the expiration or termination of the Lease.

OTHER TAXES

30. Tenant agrees to pay and discharge, as Additional Rent, punctually as and when the same shall become due and payable without penalty, all personal property taxes, business and occupation taxes, occupational license taxes, taxes on the Rent, so-called Value Added taxes, and all other governmental taxes, impositions and charges of every kind and nature (other than those described in paragraph 29), whether similar or dissimilar to the foregoing, which at any time during the Lease Term shall be or become due and payable by Landlord or Tenant and which shall be levied, assessed or imposed:

(i) upon or with respect to, or shall be or become liens upon, the Leased Premises or any portion thereof or any interest of Landlord or Tenant therein or under this Lease;

(ii) upon or with respect to the possession, operation, management, maintenance, alteration, repair, rebuilding, use or occupancy of the Leased Premises or any portion thereof; or

(iii) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Leased Premises;

under or by virtue of any present or future law, statute, charter, ordinance, regulation or other requirement of any governmental authority, whether federal, state, county, city, municipal or otherwise. It is expressly understood and agreed that Tenant shall not be required to pay, or reimburse Landlord for any local, state or federal capital levy, franchise tax, income tax or profits tax of Landlord.

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MERCHANTS' ASSOCIATION

31. INTENTIONALLY OMITTED.

REMEDIES

32. All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy provided by this Lease or allowed by law. Tenant hereby waives any and all demands for possession or notices, statutory or otherwise, relative to any termination of this Lease or of the right to possession as provided herein.

(a) If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, then and in any such event, Landlord may, if Landlord so elects but not otherwise, and with or without notice of such election, and with or without entry or other action by Landlord, forthwith terminate this Lease, and notwithstanding any other provisions of this Lease and without notice or demand for possession, Landlord shall forthwith upon such termination be entitled to recover damages in an amount equal to the value of the Fixed Minimum Annual Rent and all other sums provided to be paid by Tenant for the balance of the stated Lease Term and any other sum of money and damages owed by Tenant to Landlord. The forgoing notwithstanding, in the case of an involuntary bankruptcy petition or similar proceeding Tenant shall not be deemed to be in default and Landlord shall not have any remedies hereunder if the petition filed against Tenant is dismissed within 90 days after filing;

If Tenant becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code; and Landlord expressly reserves all of its rights, claims and remedies thereunder.

(b) If Tenant defaults in any payment of Rent and such default continues for more than ten (10) days after written notice from Landlord, or if Tenant defaults in the prompt and full performance of any other provision of this Lease and such default continues for thirty (30) days after written notice from Landlord (provided, however, that if any non-monetary default is of such a nature that it cannot through the exercise of diligent and reasonable efforts be cured within thirty (30) days, then Tenant shall not be in default in such instance if Tenant commences to cure within such 30-day period and thereafter diligently pursues such cure to completion as soon as possible), Landlord may, if Landlord so elects, but not otherwise, and with notice of such election and demand for possession, forthwith terminate this Lease and Tenant's right to possession of the Leased Premises, one or both. If the leasehold interest of Tenant be levied upon under execution or be attached by process of law, or if Tenant makes an assignment for the benefit of creditors, or if Tenant abandons the Leased Premises, then and in any such event, Landlord may, if Landlord so elects but not otherwise, and with notice of such election

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and demand for possession, forthwith terminate this Lease and Tenant's right to possession, one or both;

(c) Upon the expiration of the Lease Term or upon any termination of this Lease as herein provided or upon any termination of Tenant's right to possession without termination of the Lease, and with notice as Landlord may elect, Tenant shall surrender possession and vacate the Leased Premises and deliver possession thereof to Landlord. Tenant hereby grants to Landlord full and free license to enter into and upon the Leased Premises in such event, with process of law, and to repossess the Leased Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Leased Premises, and to remove any and all property therefrom without being deemed guilty of trespass, eviction or forcible entry or detainer and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law;

(d) Except as otherwise provided herein, Tenant expressly waives the service of any demand for the payment of Rent or for possession and the service of any notice of Landlord's election to terminate this Lease or to terminate Tenant's right to possession or to reenter the Leased Premises, including any and every form of demand and notice prescribed by any statute or other law, and agrees that the breach of any provision of this Lease by Tenant and the failure to cure beyond any applicable notice and cure period shall, of itself, without the service of any notice or demand whatsoever, constitute a forcible detainer by Tenant of the Leased Premises within the meaning of the statutes of the State of Illinois. No acceptance of Rent by Landlord after any election to terminate this Lease or Tenant's right to possession, with or without notice or demand for possession, shall invalidate Landlord's election of termination of this Lease or Tenant's right to possession hereunder, nor operate to renew or extend Tenant's right to possession hereunder;

(e) If Tenant abandons the Leased Premises or otherwise entitles Landlord so to elect, and Landlord elects to terminate Tenant's right to possession only without terminating the Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's property and other evidence of tenancy, and take hold possession thereof as in paragraph (c) above provided, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay the Rent hereunder for the full term. Upon and after entry into possession without termination of this Lease, Landlord may, but need not, relet the Leased Premises or any part thereof for the account of Tenant to any person, firm or corporation other than Tenant, for such rent, for such time and upon such terms as Landlord in Landlord's sole discretion shall determine. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In any such case, Landlord may make repairs, alterations and additions in or to the Leased Premises, and redecorate the same to the extent deemed by Landlord necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of the reletting. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the Rent reserved in this

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Lease, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand; and if the consideration so collected from any such reletting is more than sufficient to pay the full amount of the Rent reserved herein together with the costs and expenses of Landlord, Landlord, at the end of the stated term of the Lease, shall account for the surplus to Tenant. In any such case where Landlord does not relet the Leased Premises (so long as Landlord satisfies any duty established by applicable Law to mitigate its damages consistent with the conditions set forth in Paragraph 54 of this Lease), Tenant shall pay to Landlord, when it becomes due under the Lease, as liquidated damages and not as a penalty such sums as they become due under the Lease.

COST OF ENFORCEMENT

33. Tenant covenants and agrees to pay on demand Landlord's costs and expenses, including but not limited to attorneys' fees and court costs, incurred in (i) enforcing any Rent or Additional Rent obligation of Tenant under this Lease, (ii) in connection with any proposed assignment of this Lease or subletting of the Leased Premises by Tenant to which Landlord is asked to consent, or (iii) in case Landlord shall without fault on its part be made a party to any litigation commenced against Tenant or against Landlord by reason of Tenant or Tenant's use or occupancy of the Leased Premises or by reason of this Lease. All such costs, expenses and attorneys' fees shall, if paid by Landlord, be so much Additional Rent due on the next regular payment date for Fixed Minimum Annual Rent after such payment or payments, together with interest from the date of payment thereof by Landlord until repayment thereof by Tenant to Landlord, at the rate provided herein.

Landlord shall have the right to engage a collection agency if any portion of Rent or Additional Rent is more than ninety (90) days past due. If Landlord so elects to engage a collection agency, then, said agency may charge a fee of up to one-third of the total amount due ("Collection Fee"). This Collection Fee would be in addition to any other interest or fees and court costs incurred by Landlord to enforce Landlord's rights under this Lease. Tenant understands and agrees that this Collection Fee shall be due to Landlord as further Additional Rent.

DEFAULT BY LANDLORD

34. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (provided, however, that if any non-monetary default is of such a nature that it cannot through the exercise of diligent and reasonable efforts be cured within thirty (30) days, then Landlord shall not be in default in such instance if Landlord commences to cure within such 30-day period and thereafter diligently pursues such cure to completion as soon as possible) after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

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TRANSFER, ASSIGNMENT, AND SUBLETTING OF LEASED PREMISES

35. Tenant shall not (i) assign, sell, mortgage, pledge or in any manner transfer this Lease or any interest herein, by operation of law or otherwise, (ii) sublet or grant license to use the Leased Premises or any part or parts thereof, or (iii) permit occupancy thereof by anyone other than Tenant, without first, in each case, obtaining the prior written consent of Landlord. In the event of any assignment or sublet, Tenant shall remain fully obligated under this Lease, notwithstanding any assignment or sublease or any indulgence granted by Landlord to Tenant or to any assignee or sublessee, and Tenant shall pay over to Landlord any rents, fees, charges, payments or other sums received by Tenant from any assignee or sublessee in excess of those reserved to Landlord hereunder, and pay to Landlord any sums which may be due Landlord for taxes, or otherwise pursuant to the terms hereof for all periods included in the Lease Term notwithstanding the termination of this Lease by lapse of time or otherwise. For the purposes of this Lease, an assignment shall be deemed to include any transfer of all or substantially all of Tenant's stock or assets or that portion thereof relating to the Leased Premises, or any other transfer, sale or change of interest in, of or by Tenant, the intended effect of which is to transfer ownership and/or control of the Leased Premises to new person(s) or entities notwithstanding that Tenant may continue in existence and that there is no formal assignment of this Lease.

If Tenant desires the consent of Landlord to any such transfer, Tenant shall submit to Landlord, at least sixty (60) days prior to the proposed effective date of the transfer, a written notice which includes such information as Landlord may require about the proposed transfer and the transferee.

Notwithstanding the foregoing, Tenant may, without the prior consent of Landlord, assign this Lease or sublet all or any portion of the Premises to any Permitted Transferee of Tenant so long as (i) Tenant is not then in default under this Lease beyond any applicable notice or cure period on the effective date of such sublease or assignment, (ii) Tenant delivers to Landlord information establishing that the proposed assignee or sublessee is a Permitted Transferee, (iii) Tenant notifies Landlord in writing thereof not less than ten (10) days in advance of the effective date of the proposed assignment or sublease, (iv) in the case of an assignment, such entity assumes the obligations of Tenant hereunder in writing, and (v) in the case of a sublease, such entity agrees to subordinate such sublease, and otherwise observe and be bound by the terms, provisions, covenants, and conditions of this Lease, by written agreement in form and substance reasonably acceptable to Landlord (the foregoing, a "Permitted Transfer"). For purposes hereof: (A) the term "Permitted Transferee" shall mean (1) any subsidiary, parent, or affiliate company of Tenant, (2) any entity which directly or indirectly controls, is controlled by, or is under common control with Tenant, or (3) any entity which acquires or succeeds to all or substantially all of the assets or business of Tenant, including the resulting entity of a merger or consolidation of Tenant with another entity, and any entity which acquires all or substantially all of the stock, membership interests, or other equity interests of Tenant (so long as, in either case, any such entity also assumes all rights and obligations of

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Tenant under this Lease); and (B) the term "control" (including the terms "controlling", "controlled by", and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

TITLE

36. Nothing herein contained shall empower the Tenant to do any act which can, may or shall cloud or encumber the fee title to the Shopping Center or Common Areas or Landlord's interest therein. This Lease does not grant any right to light or air over property, except over public streets, alleys or ways kept open by public authority.

SUBORDINATION

37. Tenant agrees that Tenant's rights under this Lease are and shall be subject and subordinate to all ground or underlying leases affecting the Shopping Center of which the Leased Premises are a part, and to the lien of any mortgage or mortgages or trust deeds now or hereafter placed from time to time upon the land and building of which the Leased Premises are a part, and to any renewals, extensions, modifications or consolidations thereof, and to all advances hereafter made from time to time upon the security thereof, provided, however, that Tenant's subordination agreements shall apply only if the ground lessor, mortgagee or beneficiary of Landlord shall agree to recognize Tenant and not disturb Tenant's occupancy, so long as Tenant is not then in default under this Lease beyond any applicable notice and cure periods. Tenant shall, upon written demand from Landlord, execute such other and further reasonable instruments or assurances subordinating this Lease to the lien or liens of any such mortgage or mortgages or trust deeds. If any mortgagee or trustee under a trust deed elects at any time prior to the institution of foreclosure proceedings to have Tenant's interest in this Lease superior to the interest of such mortgagee or trustee and gives notice to Tenant to that effect at any time prior to institution of foreclosure proceeding, then this Lease shall be and shall be deemed to be superior to any such mortgage or trust deed, before or after any advance made on the security of such mortgage or trust deed.

NOTICES

38. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant at___Krystyna's Deli, Inc., 1046 South Elmhurst Road, Mount Prospect, Illinois 60056_____

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until possession of the Leased Premises are delivered to Tenant and thereafter to the address of the Leased Premises, and to Landlord at ___% Madison Corporate Group, Inc., 650 Roosevelt Road, Suite 204, Glen Ellyn, Illinois 60137_____ and either party may by like notice at any, time designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

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REMODELING AND RENOVATION OF SHOPPING CENTER

39. Landlord reserves the right, in its sole discretion, to renovate or remodel the Shopping Center from time to time, and Landlord shall have complete discretion as to the nature, extent, and appearance of any alterations, renovations, modifications, or improvements undertaken pursuant to this paragraph. Tenant shall cooperate with Landlord in undertaking such renovation, alteration, improvement, or remodeling of the Shopping Center and shall not hinder or interfere with Landlord or Landlord's employees and agents undertaking such renovation, alteration, improvement or remodeling. Landlord shall not be liable to Tenant for any loss, business interruption, or damages caused by, arising out of, related to, or in connection with said repair, renovation, alteration or remodeling. In connection with the remodeling Landlord's architect will develop revised criteria for signs. When these criteria have been established, a copy shall be furnished to Tenant and Tenant agrees that if its existing sign does not satisfy these criteria, Tenant shall replace it with a new sign which meets the criteria established by Landlord's architect.

Notwithstanding anything in this Lease to the contrary, Landlord agrees that it will make no changes to the Shopping Center in the area outlined in __red__ on Exhibit __A-1__ which will materially adversely obstruct visibility of or access to the Leased Premises.

CORPORATE OWNERSHIP

40. If Tenant is a corporation and if at any time during the Lease Term any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present voting control of said corporation by the person, persons, entity, or entities now owning a majority of said corporate shares, Tenant shall so notify Landlord within five (5) days of such transfer, sale, assignment, disposition or bequest, and Landlord may serve notice upon Tenant, at any time thereafter, electing to treat said transfer of corporate shares as a violation of the terms of this Lease, and in the event of failure by Tenant to cure such default within ten (10) days from the date of said notice, Landlord may elect to terminate this Lease or Tenant's right to possession, or both, by giving Tenant sixty (60) days prior written notice of such termination. The acceptance of Rent after notice of a transfer of corporate shares shall not constitute a waiver of Landlord's right at any time to treat such transfer as a default hereunder.

WAIVER

41. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

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RELATIONSHIP OF PARTIES

42. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal or agent or of partnership or of joint venture or of lender and borrower or of any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

PARTIES

43. This instrument shall be binding upon and shall inure to the benefit of the respective parties, their permitted successors, legal representatives and assigns. Landlord shall, however, be released from any obligations hereunder accruing after a transfer of its interest in the Shopping Center and assignment of this Lease.

SAVING CLAUSE

44. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

SECURITY DEPOSIT

45. INTENTIONALLY OMITTED

REFUNDS BY LANDLORD

46. Notwithstanding anything contained in this Lease to the contrary, whenever pursuant to any of the provisions hereof a refund or repayment is owed by Landlord to Tenant, Landlord shall not be obligated to make or pay such refund or repayment to Tenant while Tenant is in default under this Lease beyond any applicable notice or cure period. Landlord shall have the right to apply or credit all or any portion of the amount of such refund or repayment to the curing of such default or defaults as may exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application or credit, the amount so applied or credited shall be deemed to have been refunded or repaid to Tenant for the purposes of this Lease.

BROKERAGE

47. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Landlord's broker and Avondale Realty. Landlord agrees to pay, under separate agreement, commissions to Landlord's broker and Avondale Realty. Tenant covenants to pay, hold harmless and indemnify Landlord from and against any

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and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof.

ESTOPPEL CERTIFICATES

48. At any time and from time to time Tenant agrees, upon not less than ten (10) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Fixed Minimum Annual Rent and other charges have been paid, and any other data relating to this Lease or the Leased Premies Landlord may reasonably request.

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LAWS OF ILLINOIS

49. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

MARGINAL HEADINGS

50. The marginal titles of paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

RECORDING OF LEASE

51. Tenant agrees not to record this Lease.

WAIVER OF SUBROGATION

52. In the event of any default by Landlord hereunder, Tenant shall notify Landlord's mortgagee (the "Mortgagee") thereof at the following address:

RiverSource Life Insurance Company
25510 Ameriprise Financial Center
Minneapolis, MN 55474-0255

Mortgagee shall have a reasonable time after receipt of such notice to cure such default prior to Tenant exercising any right it may have to terminate this Lease. Tenant shall, upon written demand from Mortgagee, execute other and further instruments or assurances subordinating this Lease to the liens of any mortgages or trust deeds held by Mortgagee. Tenant agrees to attorn to Mortgagee or the grantee of any deed in lieu of foreclosure or the purchaser at a foreclosure sale, provided that, for so long as the Tenant is not in default in the performance of its obligations under this Lease, Mortgagee, such

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grantee or such purchaser shall not disturb the tenancy of the Tenant.

PROCESSING FEE

53. (a) Processing Fee for Each Request. Notwithstanding anything contained in this Lease to the contrary, to the extent that landlord's consent is required under the Lease, Landlord shall not be obligated to entertain or consider any request by Tenant to consent to any proposed assignment of this Lease or sublet of all or any part of the Leased Premises, unless each request by Tenant is accompanied by a deposit payable to Landlord in the amount of One Thousand Dollars ($1,000.00) as an initial payment to cover Landlord's administrative, legal and other costs and expenses incurred in processing each of Tenant's requests.

(b) No Obligation to Consent. Neither Tenant's payment not Landlord's acceptance of the foregoing fee shall be construed to impose any obligation whatsoever upon Landlord to consent to Tenant's request.

54. If any law or ordinance of the State of Illinois or any applicable municipal or other local government agency requires a landlord to take measures to mitigate the damages recoverable against a defaulting tenant, then Tenant agrees that Landlord shall have no obligation to re-let the Leased Premises to a potential substitute tenant:

(i) before Landlord rents other vacant space in the Shopping Center (or other space in another property owned or managed by Landlord);
(ii) before Landlord consents to a sublease or an assignment of the space of other tenants who are not in default of their leases;
(iii) if the nature of the substitute tenant's business (a) is not consistent with Paragraph 10 of this Lease, (b) duplicates the use of another tenant in the Shopping Center, or (b) violates a provision in any other tenant lease containing provisions against Landlord leasing space in the Shopping Center for certain uses;
(iv) if the nature of the substitute tenant's business may have an adverse impact upon the manner in which the Shopping Center is operated; or
(v) if the nature of the substitute tenant's business may have an adverse impact upon the reputation of the Shopping Center

even though, in each of the aforesaid circumstances, the potential substitute tenant may have a good credit rating.

IN WITNESS WHEREOF, the parties hereto have executed these presents and affixed their seals hereto, the day and year first above written.

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DocuSign Envelope ID: C008DF98-2BAB-4A40-AFE7-B65794A6DD11

Landlord:

CRYSTAL LAKE LIMITED PARTNERSHIP, BY ITS AGENT, THE DANELLE CORPORATION

DocuSigned by:
By: Thomas D. Eilers
8130CBA42D214E4...

President
its

Thomas D. Eilers
print name

Tenant:

KRYSTYNA'S DELI, INC.

DocuSigned by:
By Robert Wojciak
62DD52DE3C5A4DC...

President
its

Robert Wojciak
print name

FEIN 36-4178109

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DS RW

DocuSign Envelope ID: C008DF98-2BAB-4A40-AFE7-B65794A6DD11

EXHIBIT B

Rules and Regulations

1. Tenant shall not construct or erect any exterior facing sign on or about the Leased Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld conditioned or delayed so long as any such signage complies with Exhibit D.

2. Tenant shall not place unsightly objects against glass partitions or doors, nor cover more than 25% of any glass window or door with interior sign or signs. Tenant shall not outline the perimeter of any windows or doors with lights in the interior or exterior of the Leased Premises. Any and all interior signs shall in all events be commercially prepared and of neat appearance.

3. Tenant shall not place any radio or television antenna, loudspeakers or similar devices on the roof or exterior of the Leased Premises, except that a radio or television antenna may be installed by Tenant if express written consent of Landlord shall first be obtained and such installation made only in accordance with the restrictions which may be included in such consent. The foregoing notwithstanding, Tenant shall have the right, with obtaining Landlord's consent, to install security cameras on the exterior of the Leased Premises; provided however, Tenant shall be obligated to repair any subsequent damage to the roofs or exterior walls and any interior damage caused by such installations.

4. Blinds, shades, awnings (except awning frames), window ventilators and other similar equipment visible from outside of the Leased Premises shall be installed by Tenant only in accordance with the prior written approval of Landlord.

5. Tenant shall not burn trash of any kind in the Shopping Center except in the incinerator, if any, which may from time to time be provided and operated by Landlord.

6. Tenant shall not use any media, such as loudspeakers, phonographs, radio, flashing lights, television, broadcasts nor place such media in a manner to be heard or seen in the Shopping Center outside the Leased Premises. The foregoing notwithstanding, Landlord agrees that it shall cooperate with Tenant to allow Tenant to promote its store opening and anniversaries and such promotions may include the reasonable use of portions of the exterior common areas.

7. Tenant shall not use any space in the Leased Premises for living quarters, whether temporary or permanent.

8. Tenant shall not keep inflammables, such as gasoline, kerosene, naptha and benzine, or explosives, or any other articles of an intrinsically dangerous nature on the

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Leased Premises in violation of applicable laws. Tenant may, however, keep on the Leased Premises such chemicals and other materials as are usual and customary for the type of business to be operated by Tenant, provided that all such chemicals and other materials shall be kept in such containers and in such manner as may be required by applicable laws, ordinances or regulations of any governmental authority or required by any company issuing any of Landlord's policies of insurance, and further provided that the keeping of such chemicals or materials shall not increase the rate of insurance of any such policies of the Landlord.

9. Tenant shall store all trash and garbage in the Leased Premises and arrange for regular pickup of the same. Upon approval by Landlord, Tenant may store trash and garbage outside of the Leased Premises, at places and times and in containers as designated by Landlord. At no times may Tenant store trash, garbage or debris outside of such containers as approved by Landlord. In the event Landlord, in its sole judgment, determines the Tenant's trash, garbage or debris must be removed from the Leased Premises or outside of the Leased Premises, Landlord shall have the right, but not the obligation, to remove such trash, garbage or debris and charge Tenant, as Additional Rent, the cost thereof plus twenty-five percent of such cost. So long as traffic flow, ingress and egress in and about the Shopping Center are not blocked or unduly impeded, Tenant shall have the right to install a bailer for the recycling of boxes outside of, and adjacent to, the Leased Premises.

10. Tenant shall not conduct auction, fire, "going out of business", or "inventory disposal", or bankruptcy sales in or about the Leased Premises or in the Shopping Center.

11. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purpose by Landlord.

12. Tenant shall have full responsibility for protecting the Leased Premises and the property located therein from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use.

13. Tenant shall keep the Leased Premises free and clear from rodents, bugs and vermin, and will at its sole cost and expense use exterminating services when so requested by Landlord.

14. Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

15. Tenant shall install and use ventilating equipment properly sized for the Leased Premises to prevent condensation buildup within Leased Premises when so requested by Landlord.

16. The outside areas immediately adjoining the Leased Premises shall be kept clean by the Tenant and the Tenant shall not place nor permit any obstructions, merchandise or machines of any kind in such areas without Landlord's consent which shall not be

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unreasonably withheld conditioned or delayed.

18. Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for that purpose by Landlord.

19. **Important Rules and Regulations pertaining to installation, maintenance, and removal of Tenant signs are set forth in Exhibit D.**

20. No smoking shall be permitted within the Leased Premises. In the event Landlord determines, in its sole discretion, that smoking has occurred within the Leased Premises, Tenant shall reimburse Landlord, as Additional Rent, the cost of cleaning the interior of the Leased Premises plus 25% of such cost, for any such occurrence (a) during the Lease Term or (b) after the expiration of the Lease Term.

21. No smoking shall be permitted (a) within twenty-five feet of the front door of the Leased Premises or (b) in any common area seating area within the Shopping Center by either Tenant, its employees, contractors, vendors or customers. Because such smoking will deter customer traffic to Tenant and Tenant's neighbors, and therefore be an immeasurable detriment to the Shopping Center, Tenant acknowledges that Landlord shall have the right to charge Tenant, as Additional Rent, One Hundred Dollars ($100.00) per any such smoking occurrence.

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EXHIBIT "C"
RIDER

Landlord and Tenant further agrees as follows:

1. Tenant shall be responsible for interior janitorial service. The interior shall be kept neat and orderly, including, but not limited to, pest control to maintain the Leased Premises free of rodents and bugs.

2. Tenant shall maintain its property (including decorating) within the Leased Premises at its sole risk. Landlord shall not be liable for any damage by wind, water, snow, fire or any other cause or casualty.

3. The submission of this Lease for examination does not constitute an offer to lease or a reservation or option for the Leased Premises. This Lease becomes effective and binding only upon execution, acceptance and delivery by Landlord and Tenant.

4. That the Tenant is not affiliated directly or indirectly with the Landlord.

5. Tenant shall be provided an original, fully signed Lease for its records.

6 . Provided: (i)Tenant is not in default under any of the terms of this Lease beyond any applicable notice and cure period, (ii) Tenant notifies Landlord in writing not later than at least one hundred eighty (180) days prior to the expiration of the primary Lease Term, then, Tenant shall have the option to extend this Lease for one additional period of _10__ years. If Tenant exercises this option all of the terms and conditions of this Lease shall be in effect during the option period ("First Option Period") except that the Rent set forth in Paragraph 3 (a) shall be amended as follows:

Period	Column 1	Column 2	Column 3	Column 4
The 163rd full calendar month following the RCD through the 168th full calendar month following the RCD	Two Hundred Seven Thousand One Hundred Fifty (six months)	207,150.00 (six months)	Thirty-four Thousand Five Hundred Twenty-five	$34,525.00

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The 181st full calendar month following the RCD through the 192nd full calendar month following the RCD	Four Hundred Thirty Thousand Five Hundred	$430,500.00	Thirty-five Thousand Eight Hundred Seventy-five	$35,875.00
The 193rd full calendar month following the RCD through the 204th full calendar month following the RCD	Four Hundred Thirty-eight Thousand Six Hundred	$438,600.00	Thirty-six Thousand Five Hundred Fifty	$36,550.00
The 205th full calendar month following the RCD through the 216th full calendar month following the RCD	Four Hundred Forty-six Thousand Seven Hundred	$446,700.00	Thirty-seven Thousand Two Hundred Twenty-five	$37,225.00
The 217th full calendar month following the RCD through the 228th full calendar month following	Four Hundred Fifty-four Thousand Eight Hundred	$454,800.00	Thirty-seven Thousand Nine Hundred	$37,900.00

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the RCD				
The 209th full calendar month following the RCD through the 220th full calendar month following the RCD	Four Hundred Sixty-two Thousand Nine Hundred	$462,900.00	Thirty-eight Thousand Five Hundred seventy-five	$38,575.00
The 221st full calendar month following the RCD through the 232rd full calendar month following the RCD	Four Hundred Seventy-one Thousand	$471,000.00	Thirty-nine Thousand Two Hundred Fifty	$39,250.00
The 233rd full calendar month following the RCD through the 244th full calendar month following the RCD	Four Hundred Seventy-nine Thousand One Hundred	$479,100.00	Thirty-nine Thousand Nine Hundred Twenty-five	$39,925.00
The 245th full calendar month following the RCD through the	Four Hundred Eighty-seven Thousand Two Hundred	$487,200.00	Forty Thousand Six Hundred	$40,600.00

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256th full calendar month following the RCD				
The 257th full calendar month following the RCD through the 262nd full calendar month following the RCD	Two Hundred Forty-seven Thousand Fifty (six months)	$247,650.00 (six months)	Forty-one Thousand Two Hundred Seventy-five	$41,275.00

7. All contractors retained by Tenant **MUST** provide the following, all of which must be in forms acceptable to Landlord:

a) Certificates of insurance from each Contractor and Subcontractor, with Landlord and its agents as additional insured on each such certificate, prior to **ANY** work being performed;

b) Sworn Owners Statement or Contractors Statement, to be reasonably approved by Landlord prior to any work being performed;

c) IRS Form W-9 - Request for Taxpayer Identification Number - for each Contractor and Subcontractor; and

d) Final Waiver of Lien prior to final payments to any Contractor or Subcontractor.

Neither review of the plans and specifications nor inspection of the alterations by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alterations with applicable law. Tenant shall pay the entire cost of all alterations and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of any alterations, security for the payment and completion of the alterations in form and amount required by Landlord. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and

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specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Shopping Center. In addition, each alteration shall be performed in compliance with all applicable governmental laws, regulations and requirements.

8. The Fixed Minimum Annual Rent set forth in Paragraph 3(a) of the Lease shall be abated on a monthly basis for the first three and one-half years following the Rent Commencement Date.

9. Landlord and Tenant will jointly redesign the exterior of the façade of the Leased Premises. Upon mutual agreement of the plans and specifications for the exterior renovation, the cost will be paid by Landlord. Landlord shall coordinate the performance of and pay for such façade work. Landlord's obligation shall not exceed $250,000.00. The scope of the exterior renovation to be paid by Landlord shall not include entrance doors or modifications necessary to accommodate changes to the entrance doors that may be required by Tenant.

Landlord shall endeavor to complete the exterior renovation consistent with Tenant's obligation to open for business within 360 days of the Possession Date as set forth in Paragraph 11 of the Lease. Notwithstanding the time frame set forth in Paragraph 11 of the Lease, Landlord shall endeavor (subject to force majeure circumstances – including, but not limited to, adverse weather conditions, labor shortages, material shortages and infrastructure failures) to substantially complete the exterior renovation prior to December 31, 2023.

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EXHIBIT D

CRYSTAL LAKE PLAZA SHOPPING CENTER

FACADE SIGN CRITERIA

The following requirements are to be followed by all Tenants for facade signage.

1. All signs shall be individual, LED letters and/or characters. No box signs will be allowed.

2. All letters and/or characters shall be aluminum frames with aluminum trim caps. Both frames and trim caps shall be of Duranodic finish in dark bronze.

3. The faces of the letters and/or characters shall be in rigid translucent plastic material. The face color shall be the Tenant's selection, however, subject to the Landlord approval.

4. The letter style will be the Tenant's selection, however, subject to the Landlord approval.

5. The sizes of the letters shall be a minimum of 16" high for the facades facing Route 14 and shall be a minimum of 12" high for all facades in the "Vee".

6. Additional wording on the face of the letters will not be permitted.

7. All interior neon tubing which provides light for the letters shall be either white or the same color as the translucent plastic material.

8. A single established logo will be permitted for stores with more than one location, providing the logo has been established for at least one year. For stores with only one location the logo must have been established for at least five years. The size and design of the logo, however, will be subject to the Landlord's approval.

9. The design of the anchors for the signs shall be the responsibility of the sign contractor, but they shall be of a non-corrosive material, stainless steel, plastic or aluminum.

10. All electrical work for the operation of the signs, including controls such as time clocks, shall be the Tenant's responsibility.

11. The sign contractor shall submit shop drawings, showing design layout, all materials, anchors and other pertinent data, for the Landlord's approval and for permit application approval. No sign shall be constructed or installed without this written approval.

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12. Unless notified otherwise, the approval of all facade signs will be made by a representative of Landlord's agent, Madison Corporate Group, Inc. (MCG), located at 650 Roosevelt Road, Glen Ellyn, Illinois (630) 858-5205. No signs may be installed without a minimum of one weeks' notification to MCG, as a representative of MCG must be present at sign installation.

13. It is the Tenant's responsibility upon vacating premises to remove their signs and to have all holes in the facade repaired and the raceway replaced. The repair should be accomplished with a representative of Owner being present. Tenant shall provide Owner with a minimum of one weeks' notification to MCG prior to the commencement of such repair work.

14. A disconnect switch shall be provided as per the requirements of the ___City of Crystal Lake___. The switch shall be mounted in the side of one of the letters. Do not mount the switch on the face of the façade.

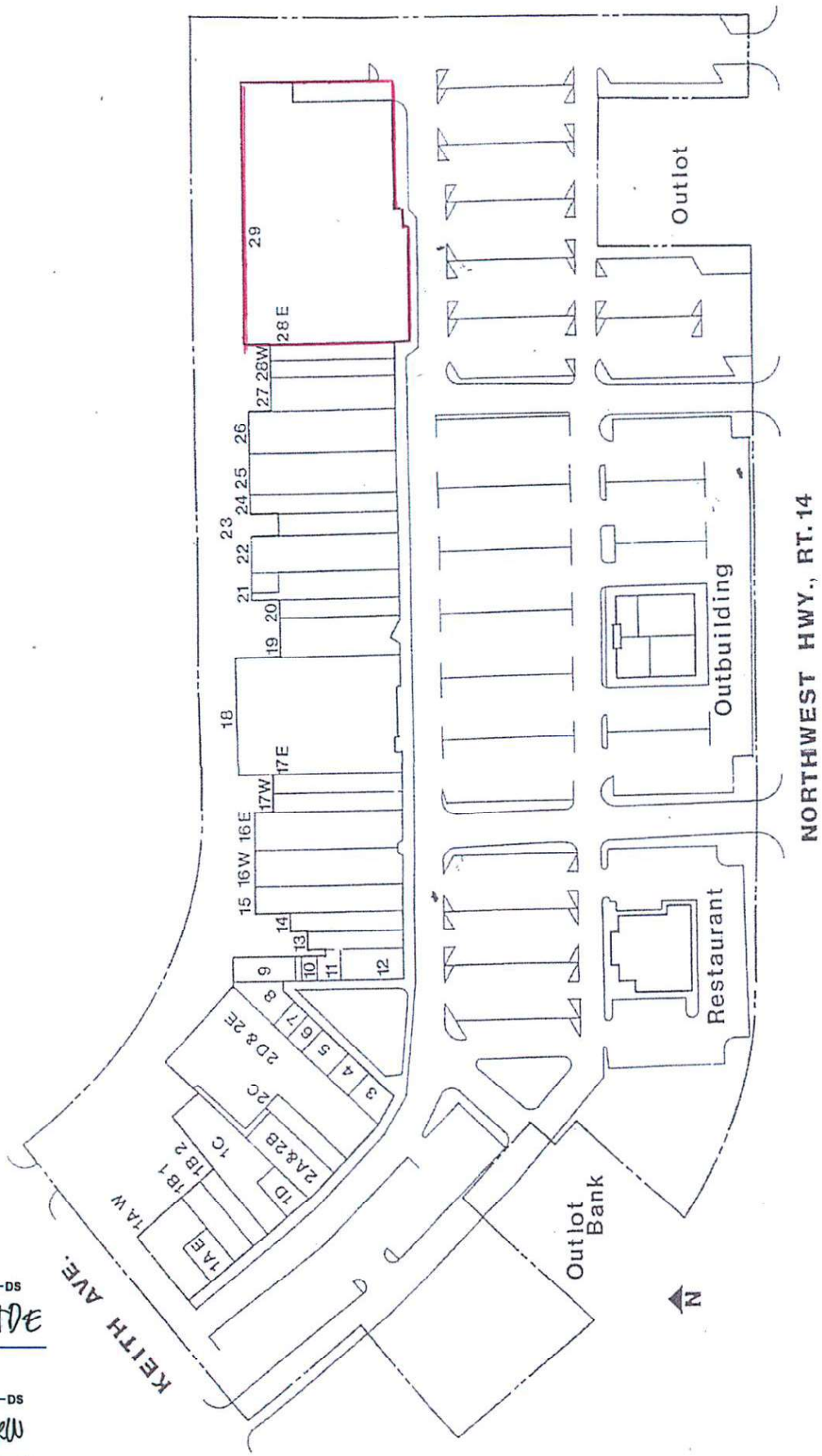
15. This sign will be installed on a new recessed wireway, a maximum of 2 ½" inch deep.

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EXHIBIT A

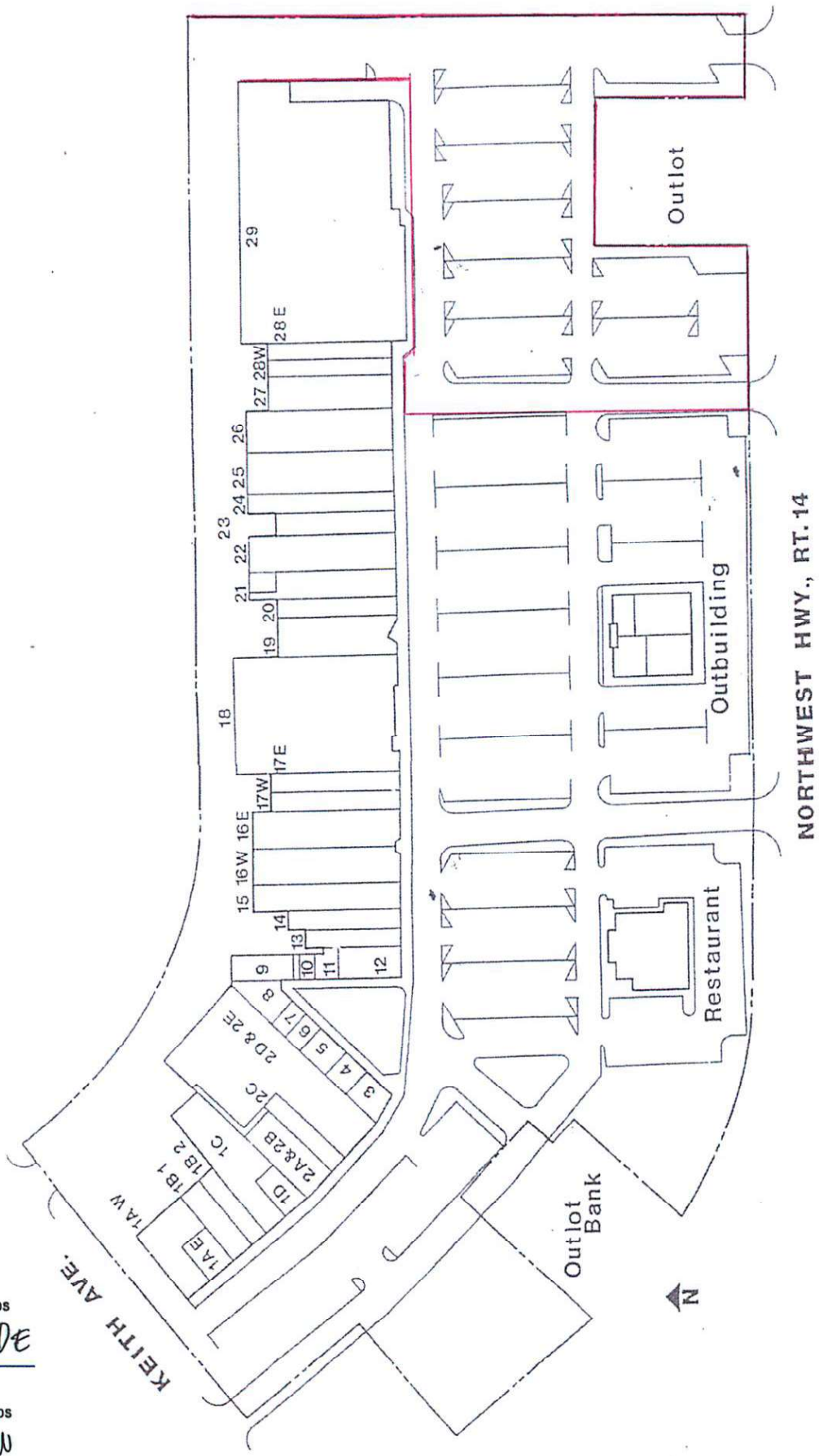


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DocuSign Envelope ID: C008DF98-2BAB-4A40-AFE7-B65794A6DD11

EXHIBIT A-1



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MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND
(CONTINUOUS)

Bond No. 101206530

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Krystyna's Deli Inc,

of Mount Prospect, State of Illinois, as Principal,

and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto

City of Crystal Lake, State of Illinois, Obligee, in the penal

sum of One Thousand Dollars ($1,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed

Liquor Retailer

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 9th day of July, 2024, and ending upon cancellation by the Surety as specified herein.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later, this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee named herein.

Dated this 9th day of July, 2024

Krystyna's Deli Inc
Principal

Countersigned (if required):

By:

Principal

Merchants Bonding Company (Mutual)
By William Warner Jr.
William Warner Jr., Attorney-in-Fact

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

LP 0200 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

William Warner Jr.

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 9th day of July , 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

KRYSTYN OP ID: MF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/05/2024

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

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

PRODUCER 847-367-2633 AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Tasia Kerstein	CONTACT NAME: Brian Davis PHONE (A/C, No, Ext): 847-367-2633 FAX (A/C, No): 847-367-2636 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Insurance Companies	
INSURER B : The Hanover Insurance Company	22292
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Krystyna's Deli Inc
dba KD Market
Magdalena Duda x7
1046 South Elmhurst Road Fl. 2
Mt Prospect, IL 60056-4240

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			10125215CP	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			10125213CA	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			10125224CU	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCCJ670327	04/01/2024	04/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	LIQUOR LIABILITY			10125215CP	04/01/2024	04/01/2025	Agg Limit	2,000,000
							Occ Limit	1,000,000

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

CERTIFICATE HOLDER

CITYCRY

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Lake Roots

Request: Comprehensive Land Use Plan Amendment from Urban Residential to Commerce and Rezoning from R-3A Two Family Residential to B-2 General Commercial for two lots and Preliminary and Final Planned Unit Development and Variations for a Convenience Store/Restaurant with outdoor seating

Petitioner: Lisa Waggoner, Attorney
Rod Russell, Petitioner
475 W. Virginia Street

PZC Recommendation: Motion to approve the petitioner's request of a Comprehensive Land Use Plan Amendment, Rezoning, and Preliminary and Final Planned Unit Development with variations, which failed with a 2-4 vote.

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

Background:
The site is the former Mr. A's restaurant. The site is comprised of three parcels which have been under single ownership and commercial usage. The main parcel at the corner of Virginia Street and Dole Avenue was the restaurant and parking lot. The lot to the south was a driveway and grass, previously there was also a home on the property that was utilized by the owners of Mr. A's. The lot to the west was an ancillary parking area.



Key Points:

Request:

- Comprehensive Land Use Plan Amendment from Urban Residential to Commerce and Rezoning from R-3A Two Family to B-2 General Commercial for the existing parking lot and vacant grass lot.
- Preliminary and Final Planned Unit Development and Variations for a Convenience Store/Restaurant with outdoor seating for the entire property.

Parking:

- **The petitioners have spoken to the owner of Andy's Restaurant and have verbal permission to utilize the off-site parking lot at the corner of Dole Avenue and Virginia Street. The petitioners are working on formalizing the agreement.**
- Parking is provided in four areas. The front lot is 90 degree parking and contains nine spaces, there are then two parallel spaces along the drive aisle and five angles spaces leading to Pierson. The last parking area is the west parking lot with 17 spaces. The site meets the parking requirements.
- Parking is based on the square footage of the land use, see calculations below.
    - Convenience Store (Market) 1/350 gross excluding storage = 1998 5.7 spaces
    - Limited Service Restaurant (Café) 1/100 gross = 2102 21 spaces
    - Outdoor Seating 1 per 4 seats. 34 seats = 9 spaces
    - Virginia Street Corridor is allowed to reduce the parking to 70% of the requirement results in 25 spaces being required. 33 spaces are provided.

Traffic Analysis:

The Public Works and Engineering Department has reviewed the proposed development at conceptual stage and current submittal. Please see the attached memorandum.

PZC Highlights:

- Several neighbors attended the meeting to voice concern. The concerns were related to noise and light impact to the neighbors. They also had concerns about the traffic circulation.
- The Planning and Zoning Commission noted this would be a great looking building and a good redevelopment of the site.
- The Commission also noted concerns about the on-site and surrounding traffic circulation.
- The PZC did not find that this request met the Findings of Fact.

The PZC recommended **approval (2-4)** of the petitioner's request for the Comprehensive Land Use Plan Map Amendment, Rezoning and Preliminary and Final Planned Unit Development. Motion Failed.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Lake Roots Holdings LLC, received 10/5/23)
   B. Plan Set (eSG Architecture & Design, dated 05/17/24, received 6/11/24)
   C. Stormwater Report (Haeger Engineering, dated 5/21/24, received 6/11/24)
   D. Landscape Plan (Daniel Weinbach & Partners, dated 05/17/24, received 06/11/24)

2. Architecture
   A. Building shall retain full wythe brick along base.
   B. Stucco is limited to 25% of the building preferably more than 10 feet above the ground. Work with staff on a material to bridge the gap between the stucco and the brick.
   C. Create a thicker top cap to finish the building.

3. Provide a location for bicycle parking.

4. The ground mounted sign shall not exceed 3.5 feet in height, or be moved back a minimum of 10 feet from all property lines.

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

6. **Any changes to the approved site plan require a Planned Unit Development Amendment to be reviewed by the Planning and Zoning Commission and approved by the City Council. (Recommendation from staff to provide clarity.)**

Additional Optional Conditions of Approval:

Following the PZC meeting the petitioner has met a neighboring property owner and plans to attempt to meet with other neighbors prior to the City Council meeting. The petitioner is agreeable to the following additional recommended conditions of approval:

7. The PUD approval is for a Convenience Store/Restaurant with outdoor seating.

8. The outdoor seating patio hours of operation are limited to 9:00 p.m. Sunday through Thursday and 10:00 p.m. Friday and Saturday.

9. A special event permit will required for any outdoor live music performances.

Votes Required to Pass:

The motion to recommend approval failed and requires a simple majority by the City Council to approve the request.

City of Crystal Lake

Memorandum

To: Kathryn Cowlin, AICP, Director of Community Development

Copy to: Elizabeth Maxwell, AICP, City Planner

From: Michael P. Magnuson, P.E., Director of Public Works and Engineering
Abigail Wilgreen, P.E., City Engineer

Date: July 26, 2024

Re: Proposed Lake Roots Development, 475 W. Virginia Street (US Route 14)

Purpose:

Provide a summary of the Engineering Division's review of the proposed development and address recent comments.

Discussion:

When a petitioner proposes to redevelop a parcel(s) of land, the City's Engineering Division staff looks at the traffic generating characteristics of the prior uses and compares them to the proposed land uses. Staff utilizes the Institute of Transportation Engineers' (ITE) Trip Generation Manual, a nationally recognized publication and methodology to estimate traffic based on land uses.

Trip Generation

The former land use, Mr. A's, meets the ITE definition of a "Fast Food Restaurant without Drive-Through Window" (ITE Land Use 933). The proposed Lake Roots development meets the definition of a "Fast Casual Restaurant" (ITE Land Use 930). The ITE Trip Generation Manual definition for a fast casual restaurant is as follows: "A fast casual restaurant is a sit-down restaurant with no (or very limited) wait staff or table service. A customer typically orders off a menu board, pays for food before the food is prepared, with fewer frozen or processed ingredients than at a fast-food restaurant. Most patrons eat their meal within the restaurant, but a significant proportion of the restaurant sales can be carry-out orders." Table 1 below provides a comparison of the trip generation estimates between the former Mr. A's land use and the proposed land use.

Table 1
Trip Generation Estimates
Peak Hour

Land Use	Morning Peak Hour			Evening Peak Hour		
	In	Out	Total	In	Out	Total
Fast-Food without Drive Through (2,000 square feet)[2]	50	37	87	33	33	66
Fast Casual Restaurant[1] (5,942 square feet)	21	13	34	41	34	75

[1]morning peak hour of generator statistics were used for the fast casual as ITE did not have an adequate data set for morning peak hour of adjacent street.
[2] It is staff's understanding that Mr. A's was not open in the morning

Table 1 indicates that there is not a significant difference in trip generation characteristics between the existing (now vacant) land use and the proposed land use. Therefore, the traffic generated from the proposed development should not result in any operational issues compared to when Mr. A's was operating at full capacity.

Site Circulation and Parking

Mr. A's parking lot consisted of 14 spaces accessible from US Route 14 and a rear parking lot accessible from Lake Shore Drive and Dole Avenue with approximately 17 spaces. The parking along Dole Avenue was angle parking, oriented such that all of the spaces adjacent to Dole Avenue and US Route 14 were only accessible from US Route 14.

The proposed Lake Roots site plan provides for 16 parking spaces adjacent to Dole Avenue/ US Route 14. Eleven (11) spaces are accessible from US Route 14 and five (5) spaces are accessible from either Dole Avenue or US Route 14. The proposed rear parking is accessible from Lake Shore Drive and provides for 17 spaces.

The proposed Lake Roots has more parking immediately adjacent to the face of the building along US Route 14 and Dole Avenue, but does not have a direct connection to the rear parking. It is our understanding that the developer is working on an agreement to share the Andy's Restaurant parking lot located at the northwest corner of the Dole Avenue/ US Route 14 intersection. Signage should be provided to direct patrons to the rear lot should the Dole Avenue/US Route 14 parking become full. Based on traffic counts conducted by City staff, the two-way evening peak hour on Pierson Street is approximately 70 vehicles per hour. Based on the current site plan, staff estimates an additional 20 vehicles may utilize Pierson Street during the evening peak hour.

Acknowledgement Form

Regarding the Comprehensive Land Use Plan Amendment, Rezoning and Preliminary and Final Planned Unit Development for Lake Roots, 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).

X 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:

Condition 2.B. is a concern as we would prefer to construct the building of the materials submitted, including the stucco beyond the 25% limitation. We would ask for a variance of that requirement, given we agree to implement the condition in 2.C.

Petitioner's Name: Rod J. Russell Date: 7/25/2024
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Lake Roots Holdings LLC, received 10/5/23)
   B. Plan Set (eSG Architecture & Design, dated 05/17/24, received 6/11/24)
   C. Stormwater Report (Haeger Engineering, dated 5/21/24, received 6/11/24)
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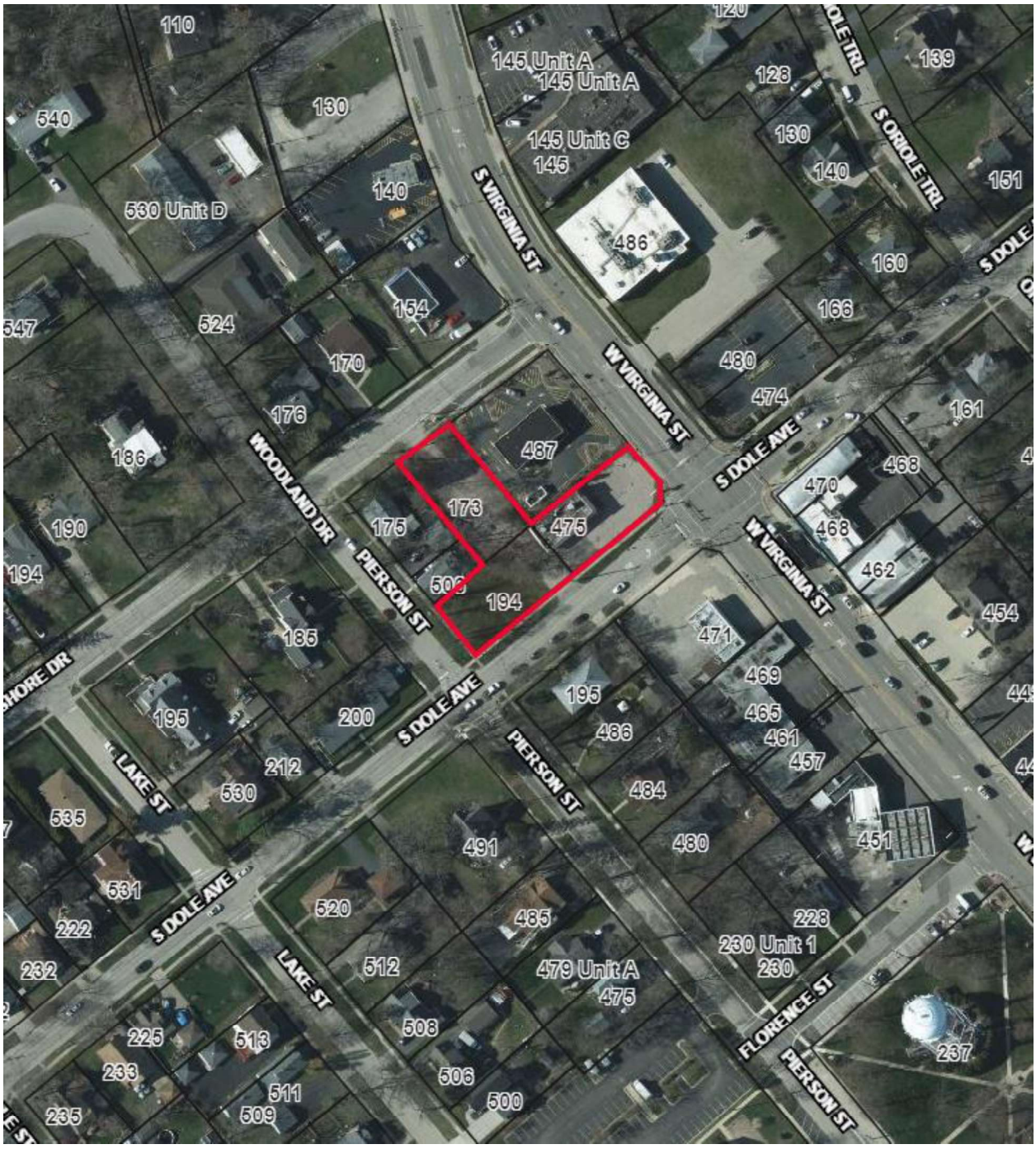
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   C. Create a thicker top cap to finish the building.

3. Provide a location for bicycle parking.

4. The ground mounted sign shall not exceed 3.5 feet in height, or be moved back a minimum of 10 feet from all property lines.

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

PIQ
475 W. Virginia Street



Ord. No. DRAFT
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A COMPREHENSIVE LAND USE PLAN MAP AMENDMENT FROM URBAN RESIDENTIAL TO COMMERCE, REZONING FROM R-3A TWO FAMILY RESIDENTIAL TO B-2 GENERAL COMMERCIAL AND A PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT AT 475 VIRGINIA STREET

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-206) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Comprehensive Land Use Map Amendment, Rezoning and Planned Unit Development Amendment with variations for a convenience store / restaurant with outdoor seating at 475 Virginia Street; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on June 21, 2024 in the Northwest Herald, held a public hearing at 7:00 p.m., on July 8, 2024, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Text Amendment and Special Use Permit, and

WHEREAS, on July 8, 2024, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Comprehensive Land Use Map Amendment, Rezoning and Planned Unit Development Amendment with variations be denied, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Comprehensive Land Use Map Amendment, Rezoning and Planned Unit Development Amendment with variations be issued.

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

Section I: That a Comprehensive Land Use Map Amendment, Rezoning and Planned Unit Development Amendment with variations at the property commonly known as 475 Virginia Street (19-06-277-007, 19-06-277-002, 19-06-277-005), Crystal Lake, Illinois is hereby approved.

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

Draft

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Lake Roots Holdings LLC, received 10/5/23)
   B. Plan Set (eSG Architecture & Design, dated 05/17/24, received 6/11/24)
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3. Provide a location for bicycle parking.

4. The ground mounted sign shall not exceed 3.5 feet in height, or be moved back a minimum of 10 feet from all property lines.

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

6. Any changes to the approved site plan requires a Planned Unit Development Amendment to be reviewed by the Planning and Zoning Commission and approved by the City Council.

7. The PUD approval is for a Convenience Store / Restaurant with outdoor seating.

8. The outdoor seating patio hours of operation are limited to 9:00 p.m. Sunday through Thursday and 10:00 p.m. Friday and Saturday.

9. A special event permit will required for any outdoor live music performances.

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

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

Draft

Ord. No.
File No.

DATED at Crystal Lake, Illinois, this 6th day of August, 2024.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

Passed: August 6, 2024
Approved: August 6, 2024

Draft

#2023-206 Lake Roots
475 Virginia Street – Comprehensive Land Use Plan Amendment, Rezoning and Preliminary/Final PUD for a Store and Restaurant
Project Review for Planning and Zoning Commission

Meeting Date: July 8, 2024

Requests:
1) Comprehensive Land Use Plan Amendment from Urban Residential to Commerce
2) Rezoning from R-3A Two Family Residential to B-2 General Commercial
3) Preliminary and Final Planned Unit Development and Variations for a Convenience Store / Restaurant with outdoor seating

Location: 475 W. Virginia Street

Acreage: Approximately 0.6 acres

Existing Zoning: B-2 General Commercial and R-3A Two Family Residential

Proposed Zoning: B-2 General Commercial

Surrounding Properties:
North: B-2 General Commercial
South: R-3A Two Family Residential
East: B-2 General Commercial
West: R-3A Two Family Residential

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The site is the former Mr. A's restaurant. The site is comprised of three parcels which have been under single ownership and commercial usage. The main parcel at the corner of Virginia Street and Dole Avenue was the restaurant and parking lot. The lot to the south was a driveway and grass, previously there was also a home on the property that was utilized by the owners of Mr. A's. The lot to the west was an ancillary parking area.
- The existing building would be reused and include an addition. The west lot with the ancillary parking lot would be improved as a standard parking lot.
- The south and west lots would need to be rezoned to B-2 and obtain a Comprehensive Land Use Plan Amendment to Commerce.
- The use would be a café and convenience store with outdoor seating.

Development Analysis:

General

- Requests:
  - Comprehensive Land Use Plan Amendment from Urban Residential to Commerce for two of the parcels.



  - Rezoning: The site would be rezoned from R-3B Multi-Family Residential to B-2 General Commercial for two of the parcels.
  - A Preliminary and Final Planned Unit Development with Variations to construct the Convenience Store / Restaurant with outdoor seating.
- Zoning: The site would be rezoned to B-2 General Commercial for a portion of the property. The property is within the Virginia Street Corridor (VSC). The VSC encourages pedestrian oriented designs through reduced setbacks and parking standards.
- Land Use: The land use map would be changed to Commerce. This land use designation would be appropriate for this use.

- Site Plan:
  - The existing building and parking lot is on the northeast parcel. The drive will be extended to the south utilizing an entrance along Dole Avenue and creating a new exit onto Pierson Street.
  - The building addition will be behind the existing building and go west into the parking area. The outdoor patio will be farther behind along Dole Avenue.
  - The access along Route 14 will be a right-in / right-out. The access along Dole Avenue is a full in and out. The access along Pierson Street is an exit only.

- The outdoor seating is 8.5 feet from the property line adjacent to the residence and includes an 8-foot barrier fence to limit noise.
- The plans illustrate the stormwater management system. This includes two rain gardens and a gravel swale to comply with the Crystal Lake Watershed requirements. The proposal complies with the ordinance requirements.
- Parking is provided in four areas. The front lot is 90 degree parking and contains nine spaces, there are then two parallel spaces along the drive aisle and five angles spaces leading to Pierson. The last parking area is the west parking lot with 17 spaces. The site meets the parking requirements.
- Parking is based on the square footage of the use,
  - Convenience Store (Market) 1/350 gross excluding storage = 1998 5.7 spaces
  - Limited Service Restaurant (Café) 1/100 gross = 2102 21 spaces
  - Outdoor Seating 1 per 4 seats. 34 seats = 9 spaces
  - Virginia Street Corridor is allowed to reduce the parking to 70% of the requirement = 25 spaces required. 33 spaces are provided.

- Landscape Plan:
  - New landscape areas are being added around the perimeter of the site. This will improve the look of the site and add areas for water quality treatment.
  - Landscape buffers between parking areas and right-of-way shall be between 5 and 10 feet, averaging 10 feet in the Virginia Street Corridor. There is limited space in this existing site to provide the minimum landscape buffer. The buffer along Dole Avenue is reduced to zero (0) feet along the parallel spaces, and reduced to 1.5 feet along the angled spaces. Additional space up to 5 feet is provided along Route 14.

- Elevations:
  - The exterior façade will be upgraded with new colors and materials. It will be a modern look in a bright teal color.
  - The new building addition will have a stucco exterior also in a bright teal color.
  - A solid brick base continues around the entire building.
  - The building will have a unique look and refresh this corner.
  - The site meets the Virginia Street Corridor Design Standards except ensuring a clear base, middle and top. Amending the elevations per the suggestions will meet this standard.
  - The elevations **meet five (5)** of the design standards. The UDO requires a minimum of six (6) design standards be met. It is recommended that the following be incorporated to comply:
    - Increasing the size of the top cap around the parapet roof.

- Changing the exterior material from Stucco to brick as the primary building material.

- Signs:
  - The main identification signs are proposed on the east (Route 14) façade and the south (Dole Avenue) façade. These signs total 156 square feet.
  - A mural, which is considered signage, is proposed on the north façade to help provide interest on the long blank wall. The mural is 208 square feet.
  - The canopies are striped. Striping has been considered signage in the past, but an interpretation by Council several years ago resulted in striping on awnings or around canopies not being considered signage.

Findings of Fact:

Outdoor Seating

Section 2-400 B 19b Sidewalk or Outdoor Seating. Outdoor seating located on private property shall comply with the following standards:

1. Outdoor seating areas must be adjacent to and provide direct access to and from the tenant space within the principal structure which the outside seating area serves.
   ☒ *Meets* ☐ *Does not meet*

2. Outdoor seating areas must be located 20 feet from the rear property line if adjacent to residentially zoned properties.
   ☐ *Meets* ☒ *Does not meet*

   The site proposes an 8.5-foot setback from the neighboring residential property.

3. Outdoor seating areas shall not be located in the parking lot landscape islands.
   ☒ *Meets* ☐ *Does not meet*

4. The use of the additional area for outdoor seating will not decrease available parking below that required by the UDO for the food service use.
   ☒ *Meets* ☐ *Does not meet*

5. If outdoor seating areas are located within six feet from driveways, drive aisles and alleys, and within 10 feet from intersections, a sturdy and highly visible barrier shall be provided to protect the seating area.
   ☒ *Meets* ☐ *Does not meet*

6. A minimum of three feet of clear pedestrian passage, free of barriers and street trees, bike racks, lamp posts, sign posts, and any other fixtures or obstructions is required between the seating area and the edge of the sidewalk.
   ☒ *Meets* ☐ *Does not meet*

Preliminary and Final Planned Unit Development/Special Use Permit
The petitioner is requesting approval of a Preliminary and Final Planned Unit Development to allow the construction of a Convenience Store / Restaurant. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

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

7. 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*

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

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

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

11. 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*

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

13. 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*

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

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

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

In addition PUDs must also meet the standards in Section 4-500 C. Development Standards and 4-500 D. 1 Additional standards for Planned Unit Developments Commercial PUDs.

1. Implements the vision and land use policies of the Comprehensive Plan.
   ☐ Meets ☒ Does not meet

2. Shall not result in substantial adverse effect on adjacent property, natural resources, infrastructure, public sites or other matter of public health, safety and welfare.
   ☒ Meets ☐ Does not meet

3. PUDs must provide transitional uses to blend with adjacent development.
   ☐ Meets ☒ Does not meet

4. PUD phases must be logically sequenced.
   ☒ Meets ☐ Does not meet

5. The density and intensity of a PUD shall be in accordance with the Comprehensive Plan.
   ☒ Meets ☐ Does not meet

6. All dimensional standards shall be listed within the PUD plan if they do not meet the Ordinance minimum standards.
   ☒ Meets ☐ Does not meet

7. The responsible parties for all on-site and other required public improvements shall be established and a utility plan indicating all proposed easements shall be provided.
   ☒ Meets ☐ Does not meet

8. Any private infrastructure shall comply with the city standards.
   ☒ Meets ☐ Does not meet

9. The PUD plan shall establish the responsibility of the applicant/developer.
   ☒ Meets ☐ Does not meet

10. A bond or letter of credit shall be posted to cover required fees or public improvements.
    ☒ Meets ☐ Does not meet

PLANNED UNIT DEVELOPMENT VARIATION

The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal. The proposed amendment enhances the character of the center and allows for a new and unique design for these tenants.

This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements which may otherwise require individual requests and applications for zoning variations.

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

Therefore more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. Although a formal variation request is not required to be made in conjunction with a Planned Unit Development, Staff identifies those aspects of the Planned Unit Development which effectively result in variations from UDO requirements. If the evidence is not found to justify these variations from the UDO that fact shall be reported to the City Council with a recommendation that the variations from the UDO which are proposed as part of the Planned Development be lessened or denied.

VARIATIONS
The petitioner is requesting four (4) variations as part of the Planned Unit Development:

- Article 4-200 Parking: Parking lots are required to be setback 20 feet from the right-of-way.

  The parking area is approximately five (5) feet back from Route 14 and zero (0) feet from Dole Avenue. The property is an existing narrow site. Due to the size of the lot, the location of the existing building and the need for sufficient parking, the petitioner could not provide the full 20-foot setbacks.

- Article 4-400 Landscape and screening: Landscape is required along perimeters of parking lots, within parking lots, and along buildings through foundation base landscape.
  - Properties in the Virginia Street Corridor are required to have an average 10-foot landscape buffer between parking areas and parking lots.

    The narrow lot allows for a zero (0) to approximately five (5) foot buffer at the perimeters of the parking and the property line.

  - Parking lots are required to have an eight (8) by 19-foot landscape island at the end of each parking area.

    Islands are provided in certain location as space allows.

  - Buildings are required to have a five (5) foot foundation base landscape area.

    Some planters are provided along the building, which still allow for a wide sidewalk. Landscape is provided along the outdoor seating area.

  - The site is permitted a six-foot-high fence. The petitioner has requested an eight-foot-high fence within the 20-foot residential setback

    The eight-foot-high fence will screen and provide additional sound protection from the outdoor seating to the

- Article 4-900 Design Standards: New construction and renovations of over 50% need to meet 6 of the 10 standards.
    - The project meets five (5) of the standards; building form, building massing, rooflines and parapet, building fenestration, and canopy/awning.

      The elevations can be modified to meet two (2) more standards by increasing the size of the top cap around the parapet roof, changing the stucco material to a masonry product.
- Article 4-1000 Signs: Free-standing buildings are permitted 150 square feet of signage.
    - The building contains signage in three different categories. The total wall signage is 537 square feet.
        - Wall signage is 156 square feet.
        - The mural is 208 square feet.

          Other buildings have received variations for murals. This mural helps break up the blank northwest wall.

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Commerce and Urban Residential. The Urban Residential portion would have a map amendment to Commerce. Commerce is appropriate for existing and future commercial uses. The following goals are applicable to this request:

Land Use - Commerce

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

Supporting Actions – Promote retain and attract businesses that provide a diverse tax base.

Success Indicators – The number of new "mom & pop" / small independent business occupancies.

Economic Vitality – Revitalize and Enhance Key Commercial Areas

Goal: Establish funding sources and work with property owners to assist with and encourage the redevelopment of commercial areas.

Success Indicators – Number of permits for redevelopment of the properties.

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 (Lake Roots Holdings LLC, received 10/5/23)
   B. Plan Set (eSG Architecture & Design, dated 05/17/24, received 6/11/24)
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   C. Create a thicker top cap to finish the building.

3. Provide a location for bicycle parking.

4. The ground mounted sign shall not exceed 3.5 feet in height, or be moved back a minimum of 10 feet from all property lines.

5. The petitioner shall address all of the review comments and requirements of the City Departments of Public Works and Engineering, Fire Rescue, 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: Lake Roots Holdings LLC

Address: 820 Country Club Road
Crystal Lake, IL 60014

Phone: [redacted]

E-mail: [redacted]

Project Name & Description: Lake Roots Holdings LLC - Dole Avenue Project
Petitioner would like to redevelop the former Mr. A's Italian Beef restaurant property and two adjacent lots to be a small restaurant with "grab and go" items available for purchase and an indoor/outdoor seating area

Project Address/Location: 475 W. Virginia Street -on the corner of Rt 14 and Dole

Signature

Rod J. Russell 10/5/2023

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
MONDAY, JULY 8, 2024
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

Mr. Greenman noted that tonight's proceedings are an official public hearing. That being said, all parties shall be respectful of the process; clapping, yelling, crude language of any type will not be tolerated and could result in the removal of persons from the proceedings.

On roll call, members Greenman, Gronow, Mason, Repholz, Skluzacek, Smith, and Teetsov were present.

Kathryn Cowlin, Director of Community Development, Michael Magnuson, Director of Public Works and Engineering and Elizabeth Maxwell, City Planner were present from Staff. Special Legal Counsel Dave Pardys was also in attendance.

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.

2023-206 – 475 VIRGINIA STREET – LAKE ROOTS – COMPREHENSIVE LAND USE PLAN AMENDMENT, REZONING, PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT – PUBLIC HEARING

Comprehensive Land Use Plan Amendment from Urban Residential to Commerce and Rezoning from R-3A Two-Family to B-2 General Commerce for a portion of the property and a Preliminary and Final Planned Unit Development for a Convenience Store / Restaurant with outdoor seating, along with Variations.

Rod Russell, petitioner and Lisa Waggoner, attorney were present to represent the petition. Mr. Russell stated he was born and raised in Crystal Lake. He frequented these types of places in his life and traveling. It is an all-day café where you can grab a bite and drink. It will be close to the lake to capture guests and families visiting the area. It will be farm to table, they want a healthy option.

Mike Anderson, with Haeger Engineering went through the engineering plans. He described the water quality measures including the rain gardens and the paver blocks. Mr. Anderson discussed the site circulation.

Mr. Russell described the elevations. He showed an example of a similar location and exterior design. It is very modern and has a classic look. The presentation highlighted the potential interior layout and finishes.

Ms. Waggoner stated this is a unique property. The lots are narrow and long and the parking lot goes out to Lake Shore Drive. This parking lot was used by Mr. A's and site circulation traveled through the site and across the parking lot out to Lake Shore Drive. The petitioner spoke with the adjacent property owner and worked to repair a dilapidated fence.

Mr. Greenman opened the public hearing.

Erin Philpot, 186 Lake Shore Drive, stated she sent an email, but wanted to speak in person. She is very excited about the prospect of redevelopment. She does not want the lots rezoned. She is concerned with cut-through traffic.

Shawn Wisk, 506 Pierson Street, said there are now two bike paths. He did not want a beer garden and the noise of the outdoor seating right next to their home.

Scott Brownley, 491 Pierson Street, was concerned with the noise and light from this establishment. He has young kids.

There being no one else who wished to speak, Mr. Greenman closed the public hearing.

Staff summarized the request. The two lots, one of which was used as a parking lot for Mr. As are still zoned R-3A. These would require the Comprehensive Land Use Plan Map Amendment and the Rezoning for the commercial use. The new building is well-designed and a few conditions have been added so that it complies with all the required design standards.

There was a lady in the audience who asked to speak. Mr. Greenman informed her the public hearing was closed. She said she had one more comment. Mr. Greenman asked the other members if it was ok to reopen the public hearing. Everyone agreed.

Mr. Greenman re-opened the public hearing.

Alice Wisk, 506 Pierson Street, said she purchased this house and it was surrounded by R-3A property. One house was torn down and now they want to rezone it for commercial. She wants to maintain the neighborhood character.

There being no one else to speak, Mr. Greenman closed the public hearing. He turned the item over to the Commission members for comment.

Ms. Repholz encourages more creative and imaginative design. This is genius. This project can set a new tone for the Route 14 corridor. She would want them to do the mural, which will soften the design. The taller fence makes sense. This is a good use of color and it does look natural like an evergreen tree. Mr. Russell said the architect will add layers to the top cap stepping down the brick to add depth.

Mr. Gronow said this does look different. This location is close to the lake. He does not like the exit onto Pierson Street. He wondered if the parking in this area could be changed to 90 degree and people exit back to Dole. Mr. Anderson said that the lot is not wide enough to allow for 90 degree parking. This is just five (5) spaces. Mr. Gronow asked about the capacity of the beer garden. Mr. Russell noted this is

outdoor seating for families not just a beer garden. They said there is about 34 seats and it will be open until 10:00 p.m.

Mr. Smith asked about the string of lighting being higher than the fence. He cannot support this layout and has a concern with traffic. He provided some suggestions on how to redesign the site. Mr. Russell said the outdoor seating will be better for the customers in the back of the lot away from the Route 14 frontage.

Ms. Mason thought this was very aesthetically pleasing. She asked how the traffic will impact the neighbors.

Ms. Teetsov said it was great to see this type of business.

Mr. Russell said he wanted to provide the best customer experience. There are multiple exits so that breaks up the traffic.

Mr. Greenman said he could not support the Comprehensive Land Use Plan Map Amendment. He does not want any traffic flow onto Lake Shore Drive. Mike Magnuson, Director of Public Works, stated that customers of Mr. A's would come into the site and travel to the parking lot, exit onto Lake Shore Drive head down Pierson and then left on Dole to get back to Route 14. The on-site circulation will function similar to Mr. A's. Mr. Greenman likes the use. There is a risk to the neighbors and he would like to see a buffer to the south and west. He does not feel it meets the PUD standards.

Mr. Russell said they are not setting precedent. This lot has been vacant for years and this is the way this lot can be redeveloped into something successful. The vibe of the outdoor seating on the way to the lake will be a catalyst to redevelopment in this area. Ms. Waggoner noted four blocks down there is parking in the R-3A zone. The outdoor patio area will be nicer than just a parking lot. Separating the outdoor seating from Route 14 will make it desirable. It is hard to eat outside at Vine and Plate due to the traffic.

Ms. Repholz made a motion to approve the request for the Comprehensive Land Use Plan Map Amendment from Urban Residential to Commerce and Rezoning from R-3A Two-Family to B-2 General Commerce for a portion of the property and a Preliminary and Final Planned Unit Development for a Convenience Store / Restaurant with outdoor seating, along with Variations, with the recommended conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Lake Roots Holdings LLC, received 10/5/23)
   B. Plan Set (eSG Architecture & Design, dated 05/17/24, received 6/11/24)
   C. Stormwater Report (Haeger Engineering, dated 5/21/24, received 6/11/24)
   D. Landscape Plan (Daniel Weinbach & Partners, dated 05/17/24, received 06/11/24)

2. Architecture
   A. Building shall retain full wythe brick along base.

B. Stucco is limited to 25% of the building preferably more than 10 feet above the ground. Work with staff on a material to bridge the gap between the stucco and the brick.
C. Create a thicker top cap to finish the building.

3. Provide a location for bicycle parking.

4. The ground mounted sign shall not exceed 3.5 feet in height, or be moved back a minimum of 10 feet from all property lines.

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

Ms. Mason seconded the motion. On roll call, Ms. Repholz and Ms. Mason voted yes. Mr. Gronow, Mr. Smith, Ms. Teetsov, and Mr. Greenman voted no. Motion failed (2-4).

REPORT FROM PLANNING

Staff provided an update on recent petitions and upcoming projects.

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Ms. Mason made a motion to adjourn the meeting. Ms. Teetsov seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 11:30 p.m.

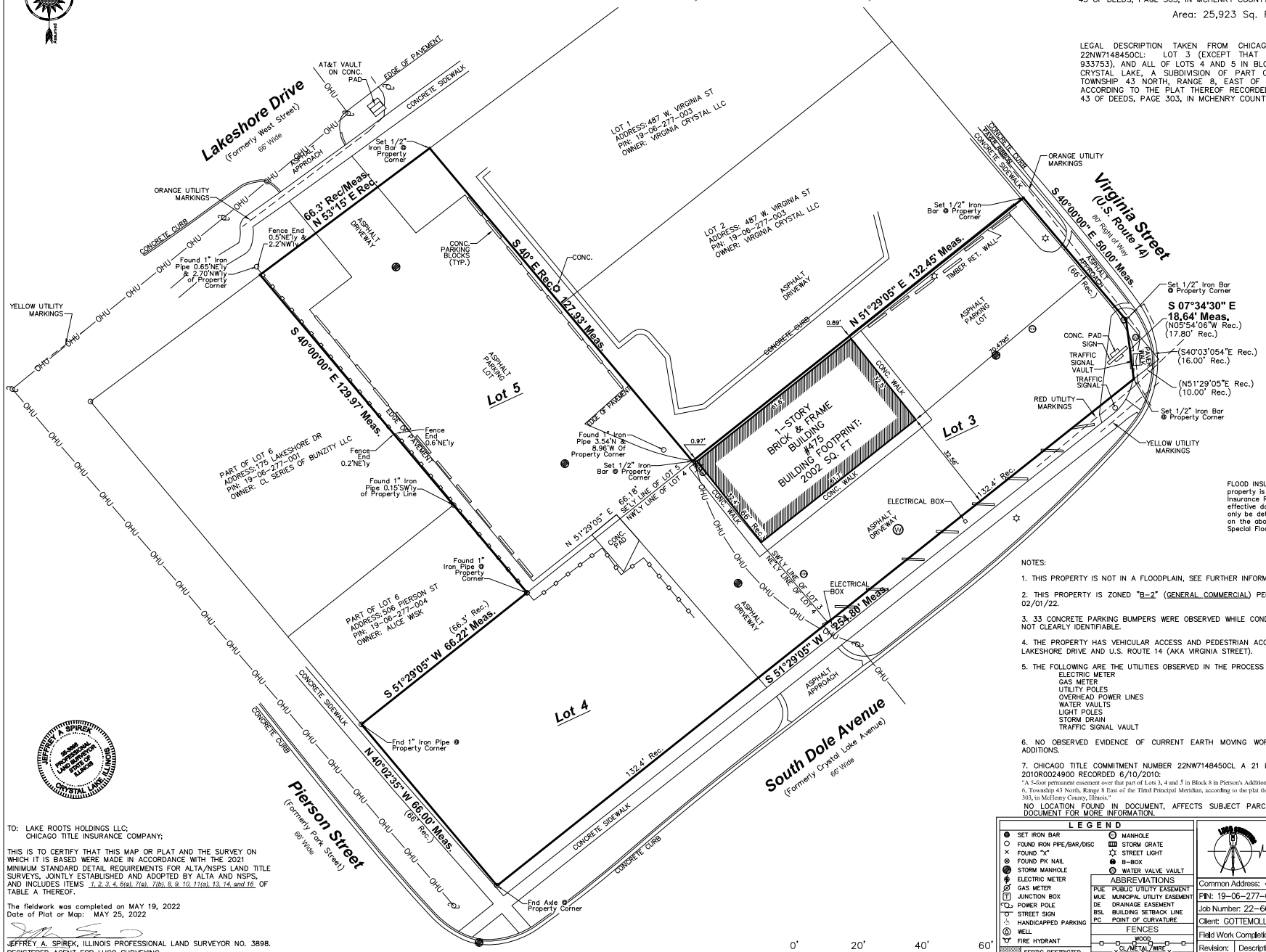
ALTA - NSPS LAND TITLE SURVEY

475 VIRGINIA ST, CRYSTAL LAKE, IL

LEGAL DESCRIPTION: LOT 3 (EXCEPT THAT PART DESCRIBED IN DOCUMENT 933753), AND ALL OF LOTS 4 AND 5 IN BLOCK 8 IN PIERSON'S ADDITION TO CRYSTAL LAKE, A SUBDIVISION OF PART OF SECTION 5 AND SECTION 6, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1868 IN BOOK 43 OF DEEDS, PAGE 303, IN MCHENRY COUNTY, ILLINOIS.

Area: 25,923 Sq. Feet

LEGAL DESCRIPTION TAKEN FROM CHICAGO TITLE COMMITMENT NUMBER 22NW7148450CL: LOT 3 (EXCEPT THAT PART DESCRIBED IN DOCUMENT 933753), AND ALL OF LOTS 4 AND 5 IN BLOCK 8 IN PIERSON'S ADDITION TO CRYSTAL LAKE, A SUBDIVISION OF PART OF SECTION 5 AND SECTION 6, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1868 IN BOOK 43 OF DEEDS, PAGE 303, IN MCHENRY COUNTY, ILLINOIS.



FLOOD INSURANCE NOTE: By graphics plotting only, this property is in ZONE X (UNSHADED) of the Flood Insurance Rate Map, Community Panel No. 17111C0327J effective date of 11/16/2006. Exact designations can only be determined by an Elevation Certificate. Based on the above information, this property IS NOT in a Special Flood Hazard Area.

NOTES:

1. THIS PROPERTY IS NOT IN A FLOODPLAIN, SEE FURTHER INFORMATION HEREON.
2. THIS PROPERTY IS ZONED "B-2" (GENERAL COMMERCIAL) PER CITY OF CRYSTAL LAKE MAP PUBLISHED 02/01/22.
3. 33 CONCRETE PARKING BUMPERS WERE OBSERVED WHILE CONDUCTING THIS SURVEY. PAINT STRIPING WAS NOT CLEARLY IDENTIFIABLE.
4. THE PROPERTY HAS VEHICULAR ACCESS AND PEDESTRIAN ACCESS TO CONTIGUOUS SOUTH DOLE AVENUE, LAKESHORE DRIVE AND U.S. ROUTE 14 (AKA VIRGINIA STREET).
5. THE FOLLOWING ARE THE UTILITIES OBSERVED IN THE PROCESS OF PERFORMING THE SURVEY:
   - ELECTRIC METER
   - GAS METER
   - UTILITY POLES
   - OVERHEAD POWER LINES
   - WATER VAULTS
   - LIGHT POLES
   - STORM DRAIN
   - TRAFFIC SIGNAL VAULT
6. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
7. CHICAGO TITLE COMMITMENT NUMBER 22NW7148450CL A 21 LISTS GRANT OF EASEMENT DOCUMENT NO. 2010R0024900 RECORDED 6/10/2010:
   "A 5-foot permanent easement over that part of Lots 3, 4 and 5 in Block 8 in Pierson's Addition to Crystal Lake, a Subdivision of part of Section 5 and Section 6, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded September 18, 1868 in Book 43 of Deeds, page 303, in McHenry County, Illinois."
   NO LOCATION FOUND IN DOCUMENT, AFFECTS SUBJECT PARCELS BUT NOT DEPICTED HEREON – SEE DOCUMENT FOR MORE INFORMATION.

LEGEND		ABBREVIATIONS	
SET IRON BAR	MANHOLE	PUE	PUBLIC UTILITY EASEMENT
FOUND IRON PIPE/BAR/DISC	STORM GRATE	MUE	MUNICIPAL UTILITY EASEMENT
FOUND "X"	STREET LIGHT	DE	DRAINAGE EASEMENT
FOUND PK NAIL	B-BOX	BSL	BUILDING SETBACK LINE
STORM MANHOLE	WATER VALVE VAULT	PC	POINT OF CURVATURE
ELECTRIC METER		FENCES	
GAS METER		WOOD	
JUNCTION BOX		CL/METAL/WIRE	
POWER POLE		OVERHEAD UTILITIES	
STREET SIGN			
HANDICAPPED PARKING			
WELL			
FIRE HYDRANT			
SEPTIC RESTRICTED			
PARKING RESTRICTED			

TO: LAKE ROOTS HOLDINGS LLC;
CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b), 8, 9, 10, 11(a), 13, 14, and 16 OF TABLE A THEREOF.

The fieldwork was completed on MAY 19, 2022
Date of Plat or Map: MAY 25, 2022

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

LUCO SURVEYING
PROFESSIONAL DESIGN FIRM NO. 184.007972
54 Lou Street, Crystal Lake, IL 60014
A Division of Polaris Surveying, Inc.
Ph: (815) 526-3974 Fax: (815) 526-3984
E-mail: admin@lucosurveying.com

Common Address:	475 Virginia Street, Crystal Lake, IL
PIN:	19-06-277-002, 19-06-277-005, 19-06-277-007
Job Number:	22-66969 Drafted By: CER & BSE
Client:	GOTTEMOLLER Reference: WOODSTOCK STATE BANK
Field Work Completion:	05/19/22

Revision:	Description:	Date:

LAKE ROOTS RESTAURANT

LAKE ROOTS RESTAURANT
475 W. VIRGINIA ST
CRYSTAL LAKE, IL 60014



475 W. VIRGINIA STREET CRYSTAL LAKE, IL 60014

PRICING ALTERNATES

ALTERNATE #1: Substitute thin brick in lieu of full wythe brick base at addition
Reduce foundation wall thickness from 12" wide to 8" wide to eliminate brick ledge
Reduce concrete reinforcing from two vertical rows of reinforcing to a single vertical reinforcing row in the center of the wall

ALTERNATE #2: Substitute EIFS cladding in lieu of 3-part stucco cladding on the addition
increase foundation wall thickness from 12" to 14" to position brick/brick ledge proud of EIFS outer surface

DRAWING INDEX

DRAWING NUMBER	DRAWING NAME	PZC SET - 04/03/2024	DD PRICING SET - 05/01/2024	REVISED PZC SET - 05/17/2024
GENERAL INFORMATION				
T1.1	TITLE SHEET	•	•	•
T1.2	ABBREVIATIONS AND SYMBOLS	•	•	•
CIVIL				
C1.0	TITLE SHEET	•		•
C2.0	GENERAL NOTES AND SPECIFICATIONS	•		•
C2.1	GENERAL NOTES AND SPECIFICATIONS	•		•
C3.0	EXISTING CONDITIONS & DEMOLITION PLAN	•		•
C4.0	GEOMETRY & PAVING PLAN	•		•
C5.0	GRADING & EROSION CONTROL PLAN	•		•
C6.0	UTILITY PLAN	•		•
C7.0	TYPICAL CONSTRUCTION DETAILS	•		•
C7.1	TYPICAL CONSTRUCTION DETAILS	•		•
LANDSCAPE				
L1.0	PRELIMINARY LANDSCAPE SKETCH PLAN	•		•
ARCHITECTURAL				
D1.1	DEMOLITION PLAN		•	
A1.1	LEVEL 1 AND BASEMENT FLOOR PLANS	•	•	•
A1.2	ROOF LEVEL OVERALL PLAN	•	•	•
A2.1	LEVEL 1 AND BASEMENT REFLECTED CEILING PLANS		•	
A3.0	3D VIEWS	•	•	•
A3.1	EXTERIOR ELEVATIONS	•	•	•
A3.2	RENDERED EXTERIOR VIEWS	•	•	•
A4.1	BUILDING SECTIONS		•	
A5.1	WALL SECTIONS		•	
A9.1	ENLARGED RESTROOM ELEVATIONS AND PLAN		•	
A9.2	INTERIOR ELEVATIONS		•	
A10.1	WALL TYPES - INTERIOR		•	
A10.2	INTERIOR DETAILS		•	
A10.3	INTERIOR DETAILS		•	
A10.4	INTERIOR DETAILS		•	
A10.5	INTERIOR DETAILS		•	
A10.6	INTERIOR DETAILS		•	
A11.1	OPENING SCHEDULES AND TYPES/DETAILS		•	
A11.2	WINDOW AND STOREFRONT TYPES AND DETAILS		•	
INTERIORS				
ID1.1	FINISH FLOOR PLANS		•	
STRUCTURAL				
S0.00	GENERAL NOTES		•	
S0.01	GENERAL NOTES		•	
S0.02	LOAD PLAN, SYMBOLS, AND ABBREVIATIONS		•	
S1.00	BASEMENT PLAN		•	
S1.01	FOUNDATION PLAN		•	
S1.02	ROOF FRAMING PLAN		•	
S2.00	CONCRETE DETAILS		•	
S2.01	CONCRETE DETAILS		•	
S3.00	MASONRY DETAILS		•	
S4.00	STEEL DETAILS		•	
S5.00	WOOD DETAILS		•	
S5.01	WOOD DETAILS		•	
PLUMBING				
P0.1	PLUMBING NOTES, DETAILS, AND SPECIFICATIONS		•	
P0.2	PLUMBING NOTES, DETAILS, AND SPECIFICATIONS		•	
P1.0	WASTE AND VENT FLOOR PLAN		•	
P1.1	DOMESTIC FLOOR PLAN		•	
P1.2	PLUMBING BASEMENT FLOOR PLAN AND RISERS		•	
MECHANICAL				
M0.1	MECHANICAL NOTES, DETAILS, AND SPECIFICATIONS		•	
M0.2	MECHANICAL DETAILS		•	
M0.3	MECHANICAL DETAILS		•	
M0.4	MECHANICAL DETAILS		•	
M0.5	MECHANICAL DETAILS		•	
M0.6	MECHANICAL DETAILS		•	
M0.7	MECHANICAL DETAILS		•	
M0.8	MECHANICAL DETAILS		•	
M0.9	MECHANICAL DETAILS		•	
M1.0	BASEMENT MECHANICAL PLAN		•	
M1.1	1ST FLOOR MECHANICAL PLAN		•	
M1.2	MECHANICAL ROOF PLAN		•	
ELECTRICAL				
E0.1	ELECTRICAL NOTES, DETAILS, AND SPECIFICATIONS		•	
E0.2	ELECTRICAL NOTES, DETAILS, AND SPECIFICATIONS		•	
E0.6	POWER FLOOR PLAN		•	
E1.1	LIGHTING FLOOR PLAN		•	
E1.2	ELECTRICAL BASEMENT FLOOR PLAN		•	
E1.3	ELECTRICAL SITE PLAN		•	
E2.0	ELECTRIC ROOF PLAN		•	

PROJECT LOCATION



Vicinity



Site Location

PROJECT TEAM

OWNER/DEVELOPER: Lake Roots Holdings, LLC
820 Country Club Road
Crystal Lake, IL 60014
Contact: Rod Russell
Ph: 815-347-8685

ARCHITECT: ESG Architecture & Design, Inc.
500 Washington Ave. South, Suite 1080
Minneapolis, MN 55415
Contact: Terry Gruenhagen
Ph: 612.373.4656

CONTRACTOR: Gallant Building Co.
345 Memorial Dr,
Crystal Lake, IL 60014
Contact: Jason Pappas

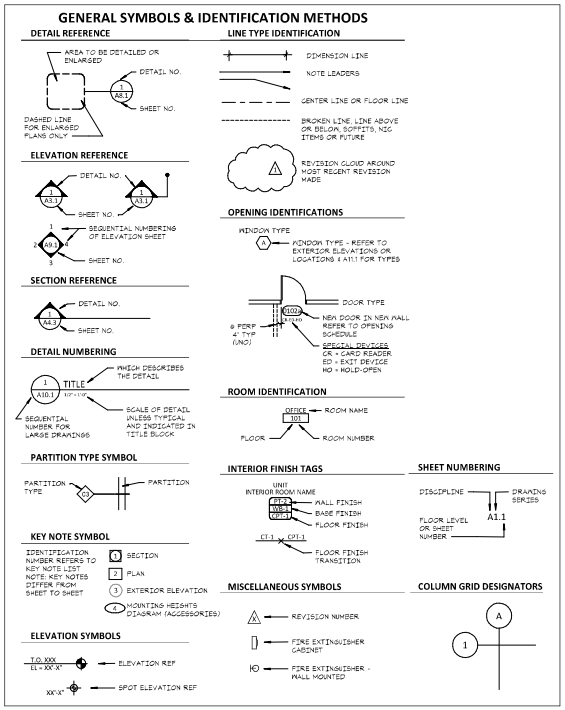
CIVIL ENGINEER: Haeger Engineering
100 East State Parkway
Schaumburg, IL 60173
Contact: Michael Anderson
847-394-6600

LANDSCAPE ARCHITECT: Danile Weinbach & Partners
1142 W. Madison Street
Chicago, IL 60607
Contact: Wendy Schulenberg
312-427-2888

STRUCTURAL ENGINEER: IMEG Structural Engineering
225 W. Washington Street
Chicago, IL 60606
Contact: Joseph Donovan
312-294-0501

MEP ENGINEER: Cartland Kraus Engineering, Ltd.
760 Telser Road
Lake Zurich, IL 60047
Contact: John Cartland
847-719-1708

GENERAL SYMBOLS & IDENTIFICATION METHODS



esg
ARCHITECTURE & DESIGN
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.3500 | f 612.339.5382
www.esgarch.com

NOT FOR CONSTRUCTION

REVISED PZC
05/17/24

ORIGINAL ISSUE:
04/03/2024

REVISIONS:

No.	Description	Date

2024-1132
PROJECT NUMBER

EM
DRAWN BY

TG
CHECKED BY

KEY PLAN

PLAN NORTH

LAKE ROOTS RESTAURANT

TITLE SHEET

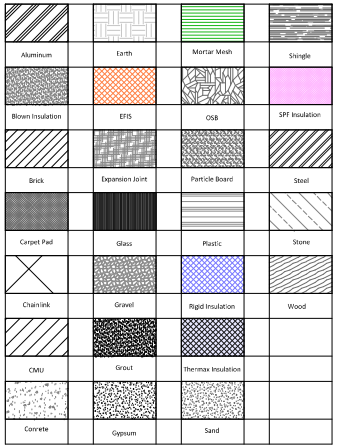
T1.1

5/17/2024 1:39:20 PM

#	POUND OR NUMBER
&	AND
@	AT
A	
A/E	ARCHITECT/ENGINEER
AB	ANCHOR BOLT
ABV	ABOVE
AC	AIR CONDITIONING
ACOUS	ACOUSTIC (AL)
ACT	ACOUSTICAL TILE
ADDL	ADDITIONAL
ADDN	ADDITION
ADH	ADHESIVE
ADJ	ADJACENT
ADJST	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
AGG	AGGREGATE
AHU	AIR HANDLING UNIT
ALT	ALTERNATE
ALUM	ALUMINUM
ANOD	ANODIZE (D)
ANUN	ANNUNCIATOR
AP	ACCESS PANEL
APC	ARCHITECTURAL PRECAST CONCRETE
APT	APARTMENT
ARCH	ARCHITECT (URAL)
ASSN	ASSOCIATION
ASSY	ASSEMBLY
AUTO	AUTOMATIC
AV	AUDIO VISUAL
AVE	AVENUE
B	
B	BATHROOM
B&B	BALLED AND BURLAPPED
BALC	BALCONY
BCMU	BURNISHED CONCRETE MASONRY UNIT
BD	BOARD
BEV	BEVEL
BF	BOTH FACES
BIT	BITUMINOUS
BL	BRICK LEDGE
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BLST	BALLAST
BLW	BELOW
BM	BEAM
BM	BENCH MARK
BO ___	BOTTOM OF ___
BOT	BOTTOM
BR	BEDROOM
BRG	BEARING
BRK	BRICK
BRKT	BRACKET
BRZ	BRONZE
BS	BOTH SIDES
BSMT	BASEMENT
BTU	BRITISH THERMAL UNIT
BTWN	BETWEEN
BUR	BUILT-UP ROOF (ING)
BW	BOTH WAYS
C	
C	COURSES
C/C	CENTER TO CENTER
CAB	CABINET
CAV	CAVITY
CB	CATCH BASIN
CBD	CASING BEAD
CCTV	CLOSED CIRCUIT TELEVISION
CEM	CEMENT
CEM PNL	CEMENT FIBER PANEL
CF	CUBIC FEET
CFLG	COUNTER FLASHING
CFM	CUBIC FEET PER MINUTE
CG	CORNER GUARD
CGL	CERAMIC GLASS
CH BD	CHALKBOARD
CHAM	CHAMFER
CHAN	CHANNEL
CI	CAST IRON
CIP	CAST-IN-PLACE
CIRC	CIRCULAR
CJ	CONTROL JOINT
CK	CORK
CL	CENTER LINE
CL	CHAIN LINK
CLG	CEILING
CLO	CLOSET
CLR	CLEAR
CLRM	CLASSROOM
CLS	CLOSURE
CLWD	CLAD WOOD
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CNR BD	CORNER BEAD
CNTR	COUNTER
CO	CLEANOUT
COL	COLUMN
COM	COMMON
COMB	COMBINATION
COMM	COMMUNICATION
COMP	COMPOSITE
CONC	CONCRETE
CONF	CONFERENCE
CONN	CONNECT (ION) (ER)
CONST	CONSTRUCTION
CONT	CONTINU (OUS) (ATION)
CONTR	CONTRACTOR
COORD	COORDINATE
CORR	CORRIDOR
COV	COVER
CPT	CARPET
CPTB	CARPET BASE
CSG	CASING
CSK	COUNTER SUNK
CSWK	CASEWORK
CT	CERAMIC TILE
CTB	CERAMIC TILE BASE
CTR	CENTER
CTV	CABLE TELEVISION
CUH	CABINET UNIT HEATER
CW	COLD WATER
CW	CURTAIN WALL

D	
DEF JT	DEFLECTION JOINT
DEG	DEGREE (S)
DEMO	DEMOLITION
DET or DTL	DETAIL
DF	DRINKING FOUNTAIN
DH	DOUBLE HUNG
DIA	DIAMETER
DIAG	DIAGONAL
DIFF	DIFFERENCE
DIM	DIMENSION
DISP	DISPENSER
DIST	DISTANCE
DIV	DIVISION, DIVIDER
DL	DEAD LOAD
DN	DOWN
DO	DITTO
DP	DAMPPROOFING
DP	DEEP
DPU	DEEP PANTRY UNIT
DR	DINING ROOM
DR	DOOR
DRW	DRY WELL
DS	DOWNSPOUT
DT	DRAIN TILE
DW	DISHWASHER
DW	DRYWALL
DWG	DRAWING
DWL	DOWEL
DWR	DRAWER
DWTR	DUMBWAITER
E	
E	EAST
EA	EACH
EB	EXPANSION BOLT
EF	EACH FACE
EHD	ELECTRIC HAND DRYER
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM
EJT	EXPANSION JOINT
EL	ELEVATION
ELAST	ELASTOMERIC
ELEC	ELECTRIC (AL)
ELEV	ELEVATOR
ENGR	ENGINEER
ENTR	ENTRANCE
EP	ELECTRIC PANELBOARD
EPS	EXPANDED POLYSTYRENE
EPT	EPOXY PAINT
EPX	EPOXY WALL COATING
EQ	EQUAL
EQUIP	EQUIPMENT
ESCAL	ESCALATOR
ESMT	EASEMENT
EW	EACH WAY
EWC	ELECTRIC WATER COOLER
EXC	EXCAVATED
EXH	EXHAUST
EXIST	EXISTING
EXP	EXPANSION
EXP STR	EXPOSED STRUCTURE
EXT	EXTERIOR
F	
F/F	FACE TO FACE
FA	FRESH AIR
FBP	FINISHED BACK PANEL
FBRBD	FIBERBOARD
FCU	FAN COIL UNIT
FD	FLOOR DRAIN
FDC	FIRE DEPARTMENT CONNECTION
FDF	FALSE DRAWER FRONT
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FEP	FINISHED END PANEL
FF	FINISH FLOOR
FFE	FINISH FLOOR ELEVATION
FFE	FURNITURE FIXTURES AND EQUIPMENT
FGL	FIBERGLASS
FH	FIRE HYDRANT
FHC	FIRE HOSE CABINET
FHWS	FLAT HEAD WOOD SCREW
FIN	FINISH
FIXT	FIXTURE
FL	FLOW LINE
FLDG	FOLDING
FLEX	FLEXIBLE
FLG	FLASHING
FLR	FLOOR (ING)
FLUOR	FLUORESCENT
FN	FENCE
FO____	FACE OF ___
FOC	FACE OF CONCRETE
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF SHEATHING
FPL	FIREPLACE
FPRF	FIREPROOF (ING)
FR	FRAME
FRIG	REFRIGERATOR
FRP	FIBERGLASS REINFORCED PLASTIC
FS	FULL SIZE
FSP	FIRE STANDPIPE
FSTNR	FASTENER
FSTOP	FIRE STOPPING
FT	FOOT or FEET
FTG	FOOTING
FTR	FIN TUBE RADIATION
FUR	FURR (ING)
FURN	FURNACE
FUT	FUTURE
FV	FIELD VERIFY
FWC	FABRIC WALL COVERING
G	
GA	GAGE
GALV	GALVANIZED
GAR	GARAGE
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GEN	GENERATOR
GENL	GENERAL
GI	GALVANIZED IRON
GL	GLASS
GLU LAM	GLUED LAMINATED
GLZ	GLAZING
GLZ CMU	GLAZED CONCRETE MASONRY UNIT
GR	GRADE
GRTG	GRATING

GS	GREASE SHIELD
GT	GROUT
GV	GRAVITY VENT
GWT	GLAZED WALL TILE
GYP	GYPSUM
H	
H	HIGH
HB	HOSE BIB
HC	HOLLOW CORE
HCHB	HOLLOW CORE HARDBOARD
HCW	HOLLOW CORE WOOD
HD	HEAD
HD BD	HARD BOARD
HDCP	HANDICAP
HDR	HEADER
HDWD	HARDWOOD
HDWE	HARDWARE
HEX	HEXAGON (AL)
HM	HOLLOW METAL
HNDRL	HANDRAIL
HORZ	HORIZONTAL
HR	HOUR
HS	HIGH STRENGTH
HT	HEIGHT
HTR	HEATER
HVAC	HEATING, VENTILATING, AIR CONDITIONING
HW	HOT WATER
HYD	HYDRANT
I	
ID	INSIDE DIAMETER
ID	INTERIOR DESIGN
IE	INVERT ELEVATION
IN	INCH (ES)
INCAND	INCANDESCENT
INCIN	INCINERATOR
INCL	INCLUDE (D) (ING)
INFO	INFORMATION
INSUL	INSULAT (ED) (ION)
INSUL PNL	INSULATED PANEL
INT	INTERIOR
INTER	INTERMEDIATE
J	
JB	JUNCTION BOX
JC	JANITOR'S CLOSET
JST	JOIST
JT	JOINT
JT BKR	JOINT BACKER
K	
KD	KNOCK DOWN HOLLOW METAL
KIT	KITCHEN
KO	KNOCKOUT
KOP	KNOCKOUT PANEL
KPL	KICK PLATE
L	
L	LEFT
LAB	LABORATORY
LAU	LAUNDRY
LAV	LAVATORY
LB	POUND
LBL	LABEL
LCMU	LIGHTWEIGHT CONCRETE MASONRY UNIT
LDG	LANDING
LF	LINEAL FOOT (FEET)
LG	LENGTH or LONG
LH	LEFT HAND
LHR	LEFT HAND REVERSE
LIB	LIBRARY
LINO	LINOLEUM
LKR	LOCKER
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LNTL	LINTEL
LR	LIVING ROOM
LRG	LARGE
LSD	LIQUID SOAP DISPENSER
LT	LIGHT
LT WT	LIGHTWEIGHT
LVL	LAMINATED VENEER LUMBER
LVR	LOUVER
LVT	LUXURY VINYL TILE
M	
MAINT	MAINTENANCE
MAS	MASONRY
MATL	MATERIAL
MAX	MAXIMUM
MBL	MARBLE
MBR	MASTER BEDROOM
MBR	MEMBER
MECH	MECHANICAL
MED CAB	MEDICINE CABINET
MEMB	MEMBRANE
MET or	METAL
MTL	
MEZZ	MEZZANINE
MFG	MANUFACTURING
MFR	MANUFACTURER
MH	MANHOLE
MICRO	MICROWAVE
MILWK	MILLWORK
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MK BD	MARKER BOARD
MLDG	MOLDING
MO	MASONRY OPENING
MOD	MODULE (AR)
MT	MEN'S TOILET
MTD	MOUNTED
MTG	MOUNTING
MTR	MORTAR
MULL	MULLION
MULT	MULTIPLE
MVBL	MOVABLE
N	
N	NORTH
NA	NOT APPLICABLE
NC	NURSE CALL
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NRC	NOISE REDUCTION COEFFICIENT
NTS	NOT TO SCALE
O	
OA	OVERALL
OBS	OBSCURE
OC	ON CENTER
OCT	OCTAGON (AL)
OD	OUTSIDE DIAMETER
OFF	OFFICE
OH	OVERHEAD
OHD	OVERHEAD DOOR
OP	OPERABLE PARTITION
OPNG	OPENING
OPP	OPPOSITE
ORD	OVERFLOW ROOF DRAIN
OXY	OXYGEN
OZ	OUNCE
P	
PB	PUSH BUTTON
PBD	PARTICLEBOARD
PBG	PLUMBING
PC	PIECE
PC CONC	PRECAST CONCRETE
PCD	PAPER CUP DISPENSER
PCF	POUNDS PER CUBIC FOOT
PED	PEDESTAL
PERF	PERFORATED
PERIM	PERIMETER
PERP	PERPENDICULAR
PL	PLATE
PL	PROPERTY LINE
PLAM	PLASTIC LAMINATE
PLAS	PLASTER
PLYWD	PLYWOOD
PNL	PANEL
POL	POLISHED
PP	POWER POLE
PPT	PRESSURE PRESERVATIVE TREATED
PR	PAIR
PREFAB	PREFABRICATED
PREFIN	PREFINISHED
PREP	PREPARE
PROJ	PROJECT
PRV	POWER ROOF VENTILATOR
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PAINT
PT	POST TENSIONED (SLAB/BEAM)
PTD	PAPER TOWEL DISPENSER
PTN	PARTITION
PTR	PAPER TOWEL RECEPTACLE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
Q	
QT	QUARRY TILE
QTR	QUARTER
QTY	QUANTITY
R	
R	RISER
R & S	ROD AND SHELF
RA	RETURN AIR
RAD	RADIUS
RB	RESILIENT BASE
RBR	RUBBER
RC	RESILIENT CHANNEL
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
REC	RECESS (ED)
RECPT	RECEPTACLE
RECT	RECTANGL (E) (ULAR)
REF	REFER (ENCE)
REF	REFRIGERATOR
REINF	REINFORCE (D) (ING)
REQ	REQUIRED
RES	RESIN, RESIN PANEL
RESIL	RESILIENT
RET	RETURN
REV	REVERSE
RF	RESILIENT FLOOR (ING)
RFG	ROOFING
RH	RIGHT HAND
RHR	RIGHT HAND REVERSE
RM	ROOM
RMC	RECESSED MEDICINE CABINET
RND	ROUND
RNG	RANGE
RO	ROUGH OPENING
RR	RAILROAD
RWL	RAINWATER LEADER
S	
S	SOUTH
SA	SUPPLY AIR
SB	SLIDE BAR
SC	SOLID CORE
SCHB	SOLID CORE HARD BOARD
SCHED	SCHEDULE
SCONC	SEALED CONCRETE, STAINED CONCRETE
SCR	SHOWER CURTAIN ROD
SCRN	SCREEN
SCU	SQUARE CORNER UNIT
SCW	SOLID CORE WOOD
SD	SOAP DISH
SDA	SELF-DRAINING AGGREGATE
SDG	SIDING
SDISP	SOAP DISPENSER
SECT	SECTION
SF	SQUARE FOOT (FEET)
SFP	SPRAY-ON FIREPROOFING
SH	SHELF (VES) (YING)
SH	SHOWER HEAD
SHT	SHEET
SHTHG	SHEATHING
SI	SQUARE INCH (ES)
SIM	SIMILAR
SK	SINK
SLNT	SEALANT
SLP	SLOPE
SLV	SLEEVE
SND	SANITARY NAPKIN DISPENSER
SNR	SANITARY NAPKIN RECEPTACLE
SP	STANDPIPE
SPEC	SPECIFICATION
SPKLR	SPRINKLER
SPKR	SPEAKER
SQ	SQUARE
SS	SANITARY SEWER
SSF	SOLID SURFACE (FINISH)
SSK	SERVICE SINK
SST	STAINLESS STEEL
SSV	SEAMLESS SHEET VINYL
ST	STAIN
ST	STREET
STC	SOUND TRANSMISSION CLASSIFICATION
STD	STANDARD
STL	STEEL
STN	STONE
STOR	STORAGE
STR	STAIR
STRUC	STRUCTURAL
SUPP	SUPPLIER
SUSP	SUSPENDED
SV	SHEET VINYL
SVB	SEAMLESS SHEET VINYL BASE
SWR	SEWER
SYD	SQUARE YARD (S)
SYM	SYMMETRICAL
SYS	SYSTEM
T	
T	TREAD
T&B	TOP AND BOTTOM
T&G	TONGUE AND GROOVE
TB	TOWEL BAR
TC	TRAFFIC COATING
TD	TOWEL DISPENSER
TD	TRENCH DRAIN
TDISP	TISSUE DISPENSER
TDR	TOWEL DISPENSER/RECEPTACLE
TEL	TELEPHONE
TEMP	TEMPORARY
TERM	TERMINATION (ATE)
TERR	TERRAZZO
TH	THRESHOLD
THK	THICK (NESS)
THRU	THROUGH
TK BD	TACKBOARD
TKS	TACKSTRIP
TMPD	TEMPERED
TO ___	TOP OF ___
TOIL	TOILET
TP	TOILET PARTITION
TPD	TOILET PAPER DISPENSER
TR	TRAFFIC DOOR
TRANS	TRANSPARENT
TRTD	TREATED
TS	TUBE SECTION
TV	TELEVISION
TYP	TYPICAL
U	
UH	UNIT HEATER
UNEX	UNEXCAVATED
UNFIN	UNFINISHED
UNO	UNLESS NOTED OTHERWISE
UR	URINAL
USO ___	UNDERSIDE OF ___
UTIL	UTILITY
V	
VAC	VACUUM
VB	VINYL BASE
VCP	VITRIFIED CLAY PIPE
VCT	VINYL COMPOSITE TILE
VEND	VENDING
VENT	VENTILATE (ION) (OR)
VERT	VERTICAL
VEST	VESTIBULE
VIN	VINYL
VNR	VENEER
VR	VAPOR RETARDER
VTR	VENT THROUGH ROOF
VWC	VINYL WALL COVERING
W	
W	WASTE
W	WEST
W	WIDE, WIDTH
W/	WITH
W/IN	WITHIN
W/O	WITHOUT
W/W	WALL TO WALL
WC	WATER CLOSET
WD	WOOD
WDB	WOOD BASE
WDSP	WASTE DISPOSER
WDW	WINDOW
WGL	WIRE GLASS
WH	WALL HUNG
WH	WALL HYDRANT
WH	WATER HEATER
WI	WROUGHT IRON
WP	WATERPROOF (ING)
WP	WORKING POINT
WR	WATER RESISTANT
WS	WEATHERSTRIP (ING)
WSCT	WAINSCOT
WT	WOMEN'S TOILET
WWF	WELDED WIRE FABRIC
X	
X	BY (AS 6' X 8')
Y	
YD	YARD



STANDARD MATERIAL PATTERNS

LAKE ROOTS RESTAURANT
475 W. VIRGINIA ST
CRYSTAL LAKE, IL 60014

esg
ARCHITECTURE & DESIGN
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5500 | f 612.339.5382
www.esgarch.com

NOT FOR CONSTRUCTION

REVISED PZC
05/17/24

ORIGINAL ISSUE:

REVISIONS:

No.	Description	Date

2024-1132
PROJECT NUMBER

ESG
DRAWN BY

ESG
CHECKED BY

KEY PLAN

LAKE ROOTS RESTAURANT

ABBREVIATIONS AND SYMBOLS

T1.2

5/17/2024 10:01:28 AM

SITE IMPROVEMENT PLAN
BUILDING RENOVATION
475 W. VIRGINIA STREET

SECTION 6 TOWNSHIP 43 NORTH RANGE 8 EAST
CRYSTAL LAKE, ILLINOIS
MCHENRY COUNTY

PREPARED BY:
Haeger Engineering LLC
Illinois Prof. Design Firm #184-003152
100 E. State Parkway
Schaumburg, IL 60173
Tel: 847-394-6600
Fax: 847-394-6608
www.haegerengineering.com

CITY OF CRYSTAL LAKE
100 W. Woodstock Street
Crystal Lake, IL 60014
Tel: 815-459-2020

Benchmark

Site Benchmark

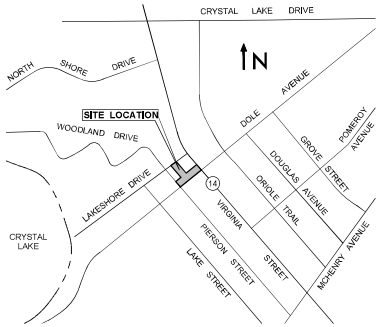
CP # 205 (see survey)
Description: MAG Nail
Elevation: 902.52 NAVD 88 (Geoid 12A)

CP # 3524 (see survey)
Description: Cross Notch
Elevation: 900.74 NAVD 88 (Geoid 12A)

CP # 3711 (see survey)
Description: Tag Bolt on Hydrant
Elevation: 901.00 NAVD 88 (Geoid 12A)

LEGAL DESCRIPTION

LOT 3 (EXCEPT THAT PART DESCRIBED IN DOCUMENT 933753), AND ALL OF LOTS 4 AND 5 IN BLOCK 8 IN PIERSON'S ADDITION TO CRYSTAL LAKE, A SUBDIVISION OF PART OF SECTION 5 AND SECTION 6, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1868, IN BOOK 43 OF DEEDS, PAGE 303, IN MCHENRY COUNTY, ILLINOIS.



LOCATION MAP
Not To Scale

INDEX TO SHEETS

NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0-C2.1	GENERAL NOTES AND SPECIFICATIONS
C3.0	EXISTING CONDITIONS & DEMOLITION PLAN
C4.0	GEOMETRY & PAVING PLAN
C5.0	GRADING & EROSION CONTROL PLAN
C6.0	UTILITY PLAN
C7.0-C7.1	TYPICAL CONSTRUCTION DETAILS

LEGEND

Existing Symbol	Description	Proposed Symbol
	Storm Sewer Manhole	
	Catch Basin	
	Inlet	
	Flared End Section	
	Headwall	
	Area Drain	
	Sanitary Sewer Manhole	
C.O.	Clean Out	C.O.
	Storm Sewer	
	Storm Sewer Service	
	Perforated Underdrain	
	Sanitary Sewer	
	Sanitary Sewer Service	
	Combined Sewer	
FM	Force Main	FM
W	Water Main	W
	Water Main Service	
	Fire Hydrant	
	Valve Vault	
	Valve Box	
	B-Box	
	Well Head	
	Light Pole	
	Light Pole With Mast Arm	
	Traffic Signal	
	Traffic Signal With Mast Arm	
	Hand Hole	
	Fence	
	Guardrail	
	Pipe Bollard	
	Sign	
	Gas Valve	
G	Gas Line	G
E	Electric Line	E
OHW	Overhead Utility Line	OHW
FO	Fiber Optic Line	FO
	Electrical Pedestal	
	Electric Manhole	
	Guy Wire	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
T	Telephone Line	T
CATV	Cable TV Line	CATV
	Cable TV Pedestal	
	Flagpole	
	Mailbox	
	Handicapped Parking Stall	
X	Number of Parking Stalls	X
	Curb & Gutter	
	Reverse Pitch Curb & Gutter	
	Depressed Curb	
	Retaining Wall	
C XXX.XX	Curb Elevation and	C XXX.XX
G/P XXX.XX	Gutter/Pavement Elevation	G XXX.XX
XXX.XX	Pavement Elevation	P XXX.XX
XXX.XX	Sidewalk Elevation	W XXX.XX
XXX.X +	Ground Elevation	XXX.X
T/W XXX.XX	Top of Wall Elevation	TW XXX.XX
B/W XXX.XX	Bottom of Wall Elevation	BW XXX.XX
Gr XXX.XX	Open Lid Frame & Grate	Gr XXX.XX
Rim XXX.XX	Closed Lid Frame & Lid	Rim XXX.XX
FG XXX.XX	Finish Grade	FG XXX.XX
GF XXX.XX	Garage Floor	GF XXX.XX
TF XXX.XX	Top of Foundation	TF XXX.XX
	Swale	
	Hardscape Flow	
	Softscape Flow	
XXX	Contour Line	XXX
	Deciduous Tree	
	Coniferous Tree	
	Bush	
	Brushline	

Know what's **below.**
Call before you dig.

Note:
Call 811 at least 48 hours, excluding weekends and holidays, before you dig.

Plot Date: May 17, 2024 - 12:09pm Plotted By: mike-t
File Name: P:\2023\23006\Drawings\Final Engineering\23006Final Eng.dwg

EXPIRES 11-30-25

No.	Date	Revision
1	OCT 7 2024	Revised PDC

HAEGER ENGINEERING
consulting engineers | land surveyors
100 East State Parkway, Schaumburg, IL 60173 • tel 847.394.6600 • fax 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

TITLE SHEET

BUILDING RENOVATION
475 W. VIRGINIA STREET
CRYSTAL LAKE

Project Manager:	M L A
Engineer:	K J L
Date:	04.02.2024
Project No.	23-006
Sheet	C1.0 / C7

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GENERAL NOTES

1. Definition of Terms:
   a. "Owner" shall mean the person or entity with which Haeger Engineering, LLC has been contracted with to prepare the Plans and Specifications.
   b. "Engineer" shall mean Haeger Engineering, LLC.
   c. "Contractor" shall mean the persons or entities responsible for performing and constructing the work described in the Plans, Specifications and other Construction Documents including but not limited to furnishing all labor, materials, tools, equipments, and other incidentals necessary.
   d. "Plans and Specifications" shall mean the Engineering Drawings and any Specifications prepared by Haeger Engineering, LLC, the Engineer.
   e. "Jurisdictional Agency" shall mean any local, municipal, county, township, state or federal entity of government or other entity having jurisdiction of some aspect of the project from whom approval, permit and/or review and approval was required.
2. The Specifications governing this project are as follows:
   a. All applicable Village/City and other applicable Jurisdictional Agency Ordinances, Codes, Regulations, Requirements, Policies, Specifications, Standards, etc.
   b. Roadway and Earthwork construction shall conform to the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", latest edition and any subsequent "Supplemental Specifications and Recurring Special Provisions" as well as any applicable IDOT Highway Standards. Hereafter these items shall be collectively be referred to as the IDOT Standard Specifications.
   c. Water Main, Storm Sewer, and Sanitary Sewer construction shall conform to the "Standard Specifications for Water and Sewer Construction in Illinois", latest edition.
   d. Soil Erosion and Sedimentation Control shall conform to the Illinois Environmental Protection Agency (IEPA) "Illinois Urban Manual" (IUM), latest edition and "Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control", latest edition.
   e. Traffic Control shall conform to the "Manual of Uniform Traffic Control Devices" (MUTCD), latest edition, as well as the latest edition of the "Illinois Supplement to the MUTCD", and IDOT "Quality Standard for Work Zone Traffic Control Devices", latest edition.
   f. All handicap accessibility items shall conform to the Illinois Accessibility Code (IAC), latest edition.
   g. General Notes and Specifications contained herein or elsewhere as a separate document.

   If a conflict, contradiction, or discrepancy occurs between any of the above Specifications the more stringent requirement shall apply, unless directed otherwise by the applicable Jurisdictional Agency.
3. Contract Documents:
   a. The Engineer's Plans and Specifications shall be included as part of the Contract Documents.
   b. All Contractors shall carefully examine the Plans and Specifications, and other Contract Documents prepared for the work. They shall visit the site of the work and acquaint themselves with all local conditions, codes, and requirements affecting the contract. If awarded the contract, they shall not be allowed extra compensation by reason of any unforeseen difficulties or obstacles which the Contractor could have discovered or reasonably anticipated or inferred prior to bidding or start of construction.
   c. Should it appear that the work covered by the Plans and Specifications or other Contract Documents is not sufficiently detailed or explained, a Request For Information (RFI) Form shall be submitted to the Engineer for further explanations and drawings as may be necessary to clarify the point in question prior to the contract award. It is the intention of the Contract Documents to provide a job complete in every respect. Incidental items or accessories necessary to complete the work may not be specifically noted or shown but that are necessary to complete the project shall be considered incidental to the Contract. The Contractor shall be responsible for this result and to turn over the project in complete operating condition, irrespective of whether the contract documents cover every individual item in minute detail.
   d. The Contractor shall review the subsurface exploration and geotechnical report (a.k.a. soil boring report) prepared by _____ dated _____ to become familiar with the subsurface soil conditions for the site. Copies of all such soil boring reports for the property can be obtained from the Owner. If any additional soils data is needed to confirm the Contractor's opinions of the subsurface conditions, this shall be done at the Contractor's expense. The Contractor shall obtain the Owner's written authorization to access the site to conduct a supplemental soils investigation. The Owner and Engineer make no representation or warranty regarding the number, location, spacing or depth of boring locations, nor of the accuracy or reliability of the information given in the results thereof. Furthermore, the Owner and Engineer assume no responsibility for the possibility that during construction, the soil and groundwater conditions may vary between borings or are different than previously indicated. Any bracing, sheeting, dewatering or special construction methods deemed necessary by the Contractor in order to install the proposed improvements shall be considered incidental to the Contract and no additional compensation will be allowed.
4. Should any apparent errors, omissions, discrepancies or conflicts be discovered on the Plans, Specifications, Quantities or other Contract Documents by the Contractor, whether prior to or after the award of the contract, the Engineer's attention shall be called to the same before work is begun thereon, so that proper clarification can be provided or revision made. If any work is done without contacting the Engineer, it shall be considered that the Contractor has proceeded at their own risk and expense.
5. Whenever the performance of work is indicated on the Plans, and no specific item is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. The Contractor shall provide all necessary labor, material, equipment, etc. necessary to perform all the work required for construction of the proposed improvements.
6. The base plan/drawing for the Engineering Plans (existing conditions, site topography, utilities, right-of-way, etc.) was obtained from the topographic survey prepared by Haeger Engineering.
7. The Contractor, unless otherwise agreed upon in writing with the Owner prior to the start of Construction, shall at his own expense, obtain all other approvals including permits, licenses, etc., as may be required for the execution of this work as well as provide all necessary notices, pay all fees required, post bonds, obtain all necessary insurance, and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of public health and safety. The Contractor shall also provide all required insurance and/or bonds as may be required by the Jurisdictional Agencies. In addition, the Contractor shall meet all of the requirements of any permits as might be issued for this work by other Agencies, and shall pay for at their sole expense any surety, insurance or bonds as may be required by the Jurisdictional Agencies.
8. No work shall proceed until the appropriate permit or permits have been obtained for the item or items to be constructed. If any work does proceed without the appropriate permits or approvals, it is being done without the permission or consent of the Engineer, The Contractor and Party authorizing the work to proceed shall be in trespassing at their own risk and the Engineer shall not be held liable or responsible for any work being performed without a permit.
9. The Contractor shall indemnify and hold Haeger Engineer, Engineer, Village/City, and other Jurisdictional Agencies as well as all of their respective officers, employees, agents, and Engineers from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgment of every nature and description brought or recovered against them, by reason of any act, error or omission of said Contractor, their agents or employees in the execution of the work or in the guarding of it.
10. The construction shall be under the general inspection and observation of the designated individual authorized by the Village/City or other applicable Jurisdictional Agencies. The Village/City, Jurisdictional Agencies, Owner, and Engineer shall be notified at least two working days prior to the commencement of work.
11. The location of existing underground utilities such as water mains, sewers, gas lines, electric lines, cable TV lines, fiber optic lines, etc., as shown on the Plans, has been determined from the best available information and has been provided for the convenience of the Contractor. However, the Owner and Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered or that the actual location of utilities which are shown may be different from the location as shown on the Plans. The Contractor is to verify the location of all utilities prior to the start of work and is responsible for damage to the same. The Contractor shall contact J.U.L.I.E. or Digger by dialing 811 (Outside the City of Chicago - 1-800-892-0123 or within the City of Chicago - Digger 312-744-7000) and the Village/City Public Works Department for utility locates at least 48 hours, excluding weekends and holidays, before digging. For any utility companies which are not members of JULIE or DIGGER, the Contractor shall contact the Owners of each respective utility directly for utility locates at least 48 hours, excluding weekends and holidays, before digging.
12. In some instances, the existing utilities are shown on the Plans according to information obtained from the utility companies (atlas information) and/or surveys performed By Others. The Owner and Engineer do not guarantee the accuracy or completeness of this information. The Contractor shall be aware of potential conflicts with existing or other proposed utilities as indicated on the Plans or that become apparent as the result of field locates By Others. The Contractor shall make their own investigations as necessary to determine the existence, nature, and location of all utility lines and related appurtenances within the limits or adjacent to the proposed improvements. The Contractor shall locate all utilities far enough in advance to avoid all conflicts between existing utilities and proposed improvements and make the Engineer aware of any such conflicts. If the Contractor encounters a conflict between the proposed improvements and existing utility that was not located in advance by the Contractor, the Contractor shall at no cost to Owner, relocate the proposed improvements and/or utility to avoid the conflict.
13. The Contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, construction, reconstruction or abandonment by these companies of any and all services or facilities owned or operated by them within the limits or general vicinity of the proposed improvements. Further, at the direction of the Owner and Utility Companies the Contractor shall coordinate the location and install PVC sleeves as necessary under the proposed pavement, curbs, walks, etc, for utility companies to run their proposed utility lines.
14. Before doing any work which will damage, disturb or leave unsupported, or unprotected any utility lines or related appurtenances encountered, the Contractor shall notify the respective Owner thereof, who will make all arrangements for relocating, adjusting, bracing, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole covers and other related appurtenances which the Owner desires to salvage. After such arrangements have been made, the Contractor will proceed with the work as directed by the Engineer. All utility lines and related appurtenances which are abandoned shall be removed if necessary and legally disposed of legally off-site by the Contractor,
15. No extra compensation will be allowed by the Contractor for any expense incurred for complying with all of these aforementioned utility coordination and cooperation requirements, or because of delays, inconvenience or interruptions in their work resulting from the failure of any utility company to remove, relocate, construct, reconstruct or abandon their services. The responsibility for prompt and timely removal, relocation, reconstruction or abandonment of their facilities by all utility companies involved, and the coordination of their own work with that of these companies to the end that work on this improvement is not delayed because of the necessary changes in the existing utilities, public or private, shall rest upon the Contractor.
16. Prior to commencing work, the Contractor is to field check and verify all critical locations, elevations, materials, sizes, dimensions, and conditions affecting the work, and notify the Engineer immediately if there are any suspected discrepancies. No work shall be performed until the suspected discrepancy has been resolved. The Contractor shall also call to the attention of the Engineer any errors or discrepancies which may be suspected in the lines and grades which are established by the Surveyor, and shall not proceed with the work until any lines and grades which are to believed to be in error have been verified or corrected by the Engineer.
17. The Contractor shall maintain positive drainage at all times during construction. Construction shall not block off-site drainage and the flow from any drainage ways, field tiles, storm sewers or similar draining off-site properties. All on-site existing field tiles, storm sewers, drainage ways or similar encountered or damaged during construction shall be maintained, restored to their original pre-construction condition or better, properly re-outed, and/or connected to the proposed stormwater drainage system. If this can't be accomplished then the field tile should be repaired or re-outed with new pipe of similar diameter to the original line and put back in service. The Contractor shall notify the Engineer if any such field tiles are encountered. Whenever during any construction activities any loose material is deposited in the flow line of gutters, ditches, drainage structures, etc. such that the natural flow of water is obstructed, this material shall be removed by the responsible party.
18. Prior to commencement of construction, on sites that will ultimately result in the disturbance of one (1) acre or more, the Contractor shall be responsible for obtaining a copy of the notice of coverage letter and the IEPA National Pollutant Discharge Elimination System (NPDES) General Permit ILR10 from the Owner. The Owner together along with the Contractor and/or other entities if so designated by the Owner, shall be responsible for ensuring that all the requirements of the General Permit and the Storm Water Pollution Prevention Plan (SWPPP) including but not limited to the installation, maintenance as well as the installation of any additional measures necessary that may be required, and inspections of the soil erosion and sediment control measures as well as completing all of the necessary applicable certifications, reports, logs, etc. Inspections are required to be performed at least once every seven (7) calendar days and within 24 hours of the end of a storm event of 0.5 inches of rain (or equivalent snowfall) or greater. The SWPPP and all the required paperwork shall be kept on-site and be organized and ready for viewing.
19. No construction activities, disturbance or fill shall occur within the limits of natural resources such as wetlands, floodplains, creeks, streams, ponds, lakes, basins, reservoirs, etc, or their respective buffers unless specifically specified on the Plans and further that the work has been permitted. The Contractor shall take sufficient precautions to protect these natural resources that are to remain, whether on-site or on adjacent property, to protect them from sediment, fuels, oils, bitumens, calcium chloride, or other harmful materials that may be a detriment to the environment. The Contractor shall conduct and schedule their Construction so as to avoid siltation, or other disturbance or impact to these natural resource areas. The Contractor shall not disturb or otherwise impact these designated natural resource areas, or areas that have been designated to be protected or as essential habitat for State or Federal listed endangered or threatened species, or Prairie or Savannah areas where the Owner has made commitments for protection of these areas. Also, if previously unidentified natural resource areas, prairies, savannahs, or areas or locations suspected of containing protected species are identified during construction, the Contractor shall not disturb them unless written permission to do so is granted by the Owner or applicable Jurisdictional Agency. If the Owner, Engineer, or applicable Jurisdictional Agency determines that additional measures are necessary to prevent or mitigate project effects on natural resource areas, prairies, savannahs, protected species, or essential habitat the Contractor shall cooperate in accomplishing these measures.
20. The Contractor shall confine their activities to within the project boundaries, work areas, or easements specified, No work shall be performed on adjacent private property or outside the project work areas without the written permission of said property Owner. The Contractor shall be liable for damage caused to existing or newly installed improvements as well as any damage on adjacent property or areas outside designated work areas, provided damage us a result of Contractor action, or lack thereof.
21. The Contractor is responsible for returning all areas affected by equipment, materials and/or laborers to pre-construction condition or better. Existing utilities or improvements including but not limited to pavements, curbs, drives, trees, and parkways damaged or removed during construction shall be promptly restored to their respective original pre-construction condition or better, The Contractor is also responsible for protecting all newly constructed work from damage until the project has been completed and has been approved and accepted by the Owner.
22. Clean-up and final restoration shall be performed immediately upon completion of each phase of the work or when directed to do so by the Owner, so that these areas will be restored as nearly as possible to their original pre-construction condition or better, and shall include but not be limited to, restoration of maintained lawns and rights-of-way, roadways, driveways, sidewalks, ditches, landscaping, fences, mailboxes, storm sewers, storm tiles, sanitary sewers, water mains, etc., It shall also be the responsibility of the Contractor to remove from the site any and all materials and debris which results from their construction operations at no additional expense to the Owner.
23. All proposed grades shown on the Plans shall be considered to be finished grade surface elevations unless noted otherwise.
24. Construction staking/layout shall be provided by the Contractor and shall be included in the Contract Price unless otherwise agreed upon in writing with the Owner prior to the start of Construction.
25. All Construction means and methods, techniques, procedures, scheduling, sequencing, and job site safety is the sole responsibility of the Contractor,
26. The Contractor shall observe and comply with all the Occupational Safety and Health Administration (OSHA) standards, rules and regulations, as well as any other applicable local, state and federal safety requirements.
27. All trenching, shoring, bracing and construction work performed shall be in accordance with the Occupational Safety and Health Administration (OSHA) standards.
28. The Contractor shall take whatever steps necessary to protect the public from open trenches, excavations, and other site obstructions or hazards, No trenches, excavations or holes in the pavement or parkway are to be left open over a holiday, weekend, or after 3 p.m. on the day preceding a holiday or weekend.
29. During construction the Contractor and their Sub-Contractors shall keep the premises clean by removing all rubbish, debris, waste material and other accumulations as necessary. The Contractor shall clean the premises to the satisfaction of the Village/City and Owner.
30. The Contractor shall have appropriate equipment and material including street sweepers and end loaders available on-site at all times when equipment or vehicles are using existing public or private roads and/or pavement, The Contractor shall immediately remove any sediment or debris including but not limited to dirt, mud, clay, sediment, concrete, gravel, sand, stones, plant material, refuse, garbage, oil, grease, etc. deposited on any roadway, street, walk, alley or other pavement by any equipment, vehicles or personnel associated with this project. This work shall be considered incidental to the Contract.
31. The Contractor shall at all times maintain proper dust control at the site and shall have a watering truck readily available during all working hours. The Contractor shall water the entire site whenever the site conditions become unhealthy due to blowing soil or dust. The site shall be watered as many times per day as necessary to maintain a healthy work site as determined by the Owner or Engineer, Water for non-emergency use shall not be obtained from any fire hydrant, unless the fire hydrant is metered with a proper backflow preventer in accordance with Village/City or Jurisdictional Agency requirements. The cost to furnish dust control shall be incidental to the cost of Construction.
32. Trees not marked for removal shall be protected as necessary by the Contractor. In the event that a tree is damaged by the Contractor during construction, the Contractor shall replace such tree with a tree or trees in accordance with Village/City requirements. If the Village/City does not have specific tree replacement requirements, the damaged existing or newly planted tree shall be replaced in accordance with the procedures outlined in Section 201 of the IDOT Standard Specifications, The Contractor shall ensure that they are familiar with the applicable tree preservation requirements and shall be held responsible for the replacement of all damaged trees not designed for removal, and any penalties associated with the unapproved removal of trees.
33. Where overhanging branches, limbs, or roots interfere with the required construction activities, said branches, limbs, or roots shall be trimmed or pruned as necessary in accordance with Section 201 of the IDOT Standard Specifications. This work shall be performed under the supervision of an approved arborist or landscape architect.
34. The Contractor is responsible for the installation and maintenance of adequate signs, traffic control devices, and warning devices, in accordance with the Plans, applicable IDOT Standard Specifications and the MUTCD Standards to inform and protect the public during all phases of construction. The Contractor shall provide all signage, barricades, devices, equipment personnel, etc. necessary to provide for safe and efficient traffic flow in all areas where the work will interrupt, interfere or cause to change in any form, the conditions of traffic flow that existed prior to the commencement of any portions of the work, Roadways shall remain open to a degree satisfactory to the Owner or applicable Jurisdictional Agency which will accommodate the Contractor to furnish traffic control under these or other circumstances where in their opinion it is necessary for the protection of life and property. Emergency vehicle access along with access to fire hydrants shall be maintained at all times, Further, unless authorized by the Owner, all existing access points shall be maintained at all times by the Contractor.
35. Where noted in the Plans, the Contractor shall have Shop Drawings and any other required supporting documentation or calculations prepared and submitted for review and approval prior to any fabrication, placement, or construction, If structural elements such as retaining walls are required, the drawings and any required supporting design calculations must be prepared, and signed and sealed by an Illinois licensed Structural Engineer.
36. The Contractor is responsible for having a set of approved Plans and Specifications with the latest revision date on the job site at all times during the construction period.
37. The Contractor shall maintain a clean, legible, undamaged set of Field Marked Construction Plans. These Field Marked Construction Plans shall show the location of the actual installed location of all underground utilities including related appurtenances (sanitary, storm, water, service stubs, gas, telephone, electric, cable TV, etc.) giving particular attention to concealed elements that would be difficult to measure and record at a later date. Any approved modifications, deviations, or alterations from the approved Plans should also be noted and shown on these Field Marked Construction Plans, These Field Marked Construction Plans shall be provided to the Owner/Engineer at the completion of construction.
38. All work that is performed that is not in conformity with the Plans, Specifications or other Contract Documents or that is defective shall be removed and replaced, or otherwise corrected or remedied by and at the sole expense of the Contractor, Any unauthorized work or work performed beyond the limits or in excess of that shown on the Plans will not be measured or paid for.
39. All work performed under the Plans, Specifications or other Contract Documents shall be guaranteed against all defects in materials and workmanship of whatever nature by the Contractor and his surety for a minimum period of 12 months from the date of final acceptance of the work by the Village/City, other applicable Jurisdictional Agencies, and the Owner, unless otherwise agreed upon in writing with the Owner prior to the start of construction.,
40. Before acceptance by the Owner and prior to final payment all work shall be inspected and approved by the Owner or designated representative, Final payment will be made after the Contractor's work has been approved and accepted or as required by the Contract Documents,
41. If required, the Owner shall have As-built or Record Drawings prepared and submitted to the Village/City and all other applicable Jurisdictional Agencies for approval after the completion of construction. These drawings shall be prepared in accordance with the Village/City and other applicable Jurisdictional Agency requirements. The As-built or Record Drawings must be prepared, and signed and sealed by a registered professional Engineer in Illinois.

DEMOLITION AND CLEARING

1. The Contractor shall perform all demolition, clearing, grubbing, and tree removal and protection work in accordance with all applicable Federal, State, County and Local requirements or as noted in the Plans.
2. Prior to the commencement of any demolition or clearing activities, the Owner or Contractor shall obtain all applicable permits to disconnect the existing utility services to each building proposed for demolition.
3. The Contractor shall coordinate all demolition work with the Village/City, utility companies, and other Jurisdictional Agencies, so as to ensure the protection of all existing sewer, water main, and other utilities, and further to ensure that proper stormwater conveyance is attained until the proposed improvements can be installed and placed into operation.
4. Clearing shall consist of the removal and legal disposal of all obstructions such as trees, hedges, fences, walls, accumulations of rubbish of whatever nature, and all logs, shrubs, brush, grass, weeds, and other vegetation and stumps. These items shall be removed whenever they are found within the street right-of-ways or within the limits of construction, Trees to be saved or protected shall be identified by the Engineer on the Plans or in the field, All trees except those designated to be saved or protected, as well as all stumps and hedges within the limits of construction, shall be removed completely and legally disposed of off-site or as otherwise designated on the Plans or authorized by the Owner, Trees designated to be saved or protected as indicated on the Plans or as directed by the Engineer, shall be protected from damage in accordance with the procedures outlined in Section 201 of the IDOT Standard Specifications.
5. All items shown to be removed on the Plans including items not specifically noted but necessary to be removed to construct the proposed improvements shall be demolished or removed as necessary and disposed of legally off-site or as approved by the Owner,
6. Existing utilities to be disconnected shall be done so at the main or as directed by the applicable Jurisdictional Agency or as noted on the Plans.
7. Utilities marked to be abandoned shall be abandoned as required by the applicable Jurisdictional Agency or as noted on the Plans.
8. All existing pavement or concrete to be removed shall be saw-cut along the limits of the proposed removal to provide a clean vertical edge. The cost of saw-cutting shall be considered incidental to the removal of each item.
9. All voids left by any item removed under any proposed building, pavement walk or other structural areas or within zones of influence thereof shall be properly backfilled with suitable backfill material and/or compacted as necessary by the Contractor.
10. The Contractor shall implement a daily program for dust control as it relates to the demolition and clearing activities. This program is to be approved by the Village/City prior to the start of any demolition or clearing work.
11. All existing building services serving buildings that are to be removed shall be disconnected and removed as required by the applicable Jurisdictional Agency.
12. All existing wells shown on the Plans to be abandoned or that are discovered during the course of construction shall be exposed and cut-off three (3) feet below the proposed finished grade and sealed by the Contractor in accordance with Section 920 of the "Illinois Water Well Construction Code", latest edition, or as required by the Health Department or by any other Local, County, State or Federal rules and regulations.
13. All existing septic tanks, grease traps or similar shown on the Plans to be abandoned or that are discovered during the course of construction shall have all liquids and solids removed and disposed of legally off-site by a licensed commercial waste hauler in accordance with the requirements of the Health Department or as required by any Local, County, State or Federal rules and regulations, The structures shall then be removed and disposed legally off-site or broken in-place, so as not to hold liquid, and backfilled with suitable materials by the Contractor or as required by the Health Department or by any other Local, County, State or Federal rules and regulations.
14. Any material containing asbestos or other hazardous materials found within existing structures or other items shown to be removed in order to construct the proposed improvements shall be removed from the site and legally disposed of off-site by the Contractor in accordance with applicable County, State or Federal rules or regulations,
15. All fire access lanes or routes located within the existing project area shall remain in service, clean of debris, and accessible for use by emergency vehicles at all times while demolition and clearing work is being performed.
16. It shall be the responsibility of the Contractor to legally remove from the site any and all materials and debris which results from their demolition or clearing operations at no additional expense to the Owner. Burning or incineration on the site is not permitted.

EARTHWORK AND GRADING

1. All earthwork and grading activities shall be performed in accordance with the IDOT Standard Specifications or as noted in the Plans, Included in this work, but not necessarily limited to the following are: stripping and stockpiling of topsoil, mass grading and fine grading of the site and roadways, excavation of unsuitable materials and adequate disposal of unsuitable materials and their replacement with suitable materials where required, construction of detention ponds, berm construction, and miscellaneous topsoil respread and seeding.
2. Any earthwork quantities, calculations, summaries that have been furnished by the Engineer are for information purposes only and are provided without any guarantee by the Owner or Engineer whatsoever as to their sufficiency or accuracy, They are intended to be used solely as a guide for the Contractor in determining the scope of the completed project. It is the responsibility of the Contractor to determine all material quantities and apprise themselves of all site conditions, The Contractor warrants that he has performed his own investigations as necessary and his own calculations to determine site soil conditions and earthwork quantities. The Engineer makes no representation or guarantee regarding earthwork quantities or that the earthwork for this project will balance due to the varying field conditions, changing soil types, allowable construction tolerances and construction methods that are beyond the control of the Engineer, In the event that the Earthwork is indicated to be Lump Sum then the Contract Price submitted by the Contractor shall be considered as Lump Sum and shall include all items necessary for the complete project and no claims for extra work will be recognized unless authorized in writing by the Owner,
3. The soil boring reports for the subject property can be obtained from the Owner, The information presented in these reports is solely for the guidance of the Contractor, The Owner and the Engineer make no representation or warranty regarding the information contained in the boring logs or soils report, The Contractor shall make their own investigations and shall plan their work accordingly. Arrangements to enter the property during the bidding phase may be made upon request of the Owner. There will be no additional payment for expenses incurred by the Contractor resulting from adverse soil or ground water conditions.
4. The initial establishment of soil erosion and sediment control measures such as the placement of erosion control silt fence, stabilized construction entrance, inlet protection, etc, shall be installed by the Contractor prior to the start of demolition, clearing and mass grading,
5. All earthwork and grading operations are to be supervised and inspected by a qualified Geotechnical/Soils Engineer or their designated representative, All testing, inspection, observation, and supervision of soil quality, unsuitable soil removal and its replacement, compaction testing, ensuring ponds and retention areas hold/retain water and other soils related operations shall be entirely the responsibility of the Geotechnical/Soils Engineer, Furthermore, no undercut or other recommended remediation work shall be performed without authorization by the Owner and documentation of extent by the Geotechnical/Soils Engineer,
6. A qualified Geotechnical/Soils Engineer or their designated representative shall observe the construction of the retention and detention areas including berming to ensure the areas will be capable of holding the designated normal and high water levels. Gravel or sand seams, or other conditions which may be encountered and which might tend to dewater the area shall be remedied as directed by the Geotechnical/Soils Engineer.
7. Topsoil stripping or excavation shall initially consist of the removal of the uppermost layers of organic soil and stockpiling at a location shown on the Plans, in another area deemed appropriate by the Contractor and approved by the Owner, or at a location specified by the Owner or Engineer, No stockpile location shall be finalized without the explicit approval from the Owner, Further, stockpiles shall not be located within flood prone areas or within designated buffer areas,
8. Stripping of vegetation or ground cover, grading, or other soil disturbance activities shall be done in a manner which will minimize soil erosion, Further, the disturbance shall be kept to a minimum and all disturbed areas shall be stabilized with temporary or permanent measures within fourteen (14) days of active hydrologic disturbance or re-disturbance.
9. The Contractor shall take precautionary measures to minimize earthwork and other activities in the areas where trees are to be saved or protected as to not cause injury to roots or trunks,
10. Embankment placement including preparation of existing ground surface prior to embankment placement and compaction shall be in accordance with Section 205 of the IDOT Standard Specifications, All embankments located within structural fill areas or zones of influence thereof shall be constructed to a minimum 95% of the modified proctor density in accordance with ASTM D1557, Embankments located in non-structural fill areas shall be constructed to a minimum of 90% of the modified proctor density in accordance with ASTM D1557,
11. Topsoil respread shall consist of placing a minimum of a four (4) inch layer of topsoil or depth indicated on the Plans over the disturbed unpaved areas within the construction limits, These areas shall then be seeded, sodded, landscaped, stabilized, etc. as indicated on the Plans.
12. Sod shall be placed on all disturbed areas within the right-of-way and at other locations indicated on the Plans.
13. Refer to the Landscape Plans prepared By Others for additional information on the landscaping and ground cover requirements.
14. Completed subgrade grading and final finished grading for all proposed improvements shall be within a tolerance of plus or minus one-tenth (0.1) foot of the design elevation,
15. Contractor shall provide uniform slopes between proposed grades and smooth vertical curves/transitions through all high and low points. Smooth transitions shall be provided where any proposed improvements match into or abut existing improvements.
16. The subgrade for the proposed streets and other pavement areas shall be proof-rolled by the Contractor in the presence of the Village/City Engineer or applicable Jurisdictional Agency and the Geotechnical/Soils Engineer, Any unstable areas or failures encountered shall be removed and replaced or remediated as directed by the Village/City Engineer or applicable Jurisdictional Agency and Geotechnical/Soils Engineer, Any unstable areas or failures encountered and remediation method including approximate size, quantity, etc, shall be documented by the Geotechnical/Soils Engineer.
17. It shall be the responsibility of the Contractor to legally remove from the site any and all materials and debris which results from their construction operations at no additional expense to the Owner. Burning or incineration on the site is not permitted.

Note: In the event of any conflicts between the specifications or requirements of the plans and the City standard notes and specifications, the City standard notes and specifications shall be followed.

HAEGER ENGINEERING
consulting engineers | land surveyors
150 South Wacker Drive, Suite 2400 | Chicago, IL 60606 | P: 312.445.2500 | F: 847.294.6068
100 East State Street | Rockford, IL 61104 | P: 815.490.4920 | F: 847.294.6068
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

No.	Date	Revision
1	10.17.2024	Revised PEC

GENERAL NOTES AND SPECIFICATIONS
BUILDING RENOVATION
475 W. VIRGINIA STREET
CRYSTAL LAKE

Project Manager: M.L.A
Engineer: K.J.L
Date: 04.02.2024
Project No. 23-006
Sheet C2.0 / C7

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Plot Date: May 17, 2024 - 12:09pm Plotted By: mlaw
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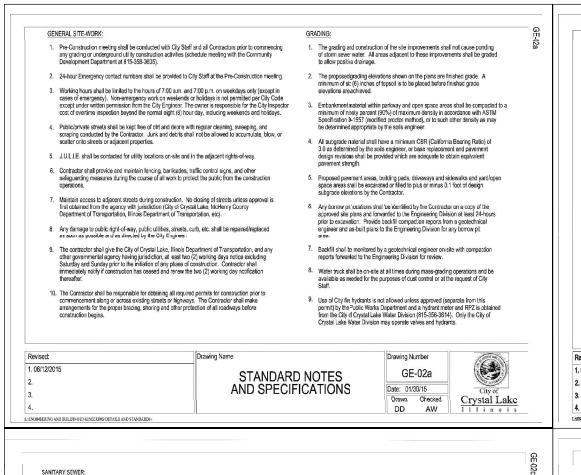
PAVEMENT, CURB & GUTTER, AND WALKS

1. All work under this Section shall be performed in accordance the IDOT Standard Specifications or as specified in the Plans.
2. Concrete curb or curb and gutter shall be constructed in accordance with the Plans and Section 606 of the IDOT Standard Specifications. A ½" pre-molded fiber joint filler along with two (2) 18" long x ½" (#4) epoxy coated smooth round dowel bars with greased end caps, centered on joint, shall be provided at expansion joints. Expansion joints shall be provided at a maximum of sixty (60) foot intervals and at all points of curvature and tangency, curb returns, five (5) feet either side of edge of structures, and at the end of each pour. Construction joints shall be provided at maximum twenty (20) foot intervals.
3. Where proposed curb or curb and gutter connects to an existing curb or curb and gutter, the existing curb or curb and gutter shall be saw-cut and then two 18" long x ½" (#4) epoxy coated smooth round dowel bars with greased end caps shall be drilled and installed nine (9) inches into the existing and proposed curb. Bars shall be installed in a location similar to that of the expansion joint in the curb or curb and gutter as applicable.
4. All curb and curb and gutter constructed over a utility trench shall be reinforced with two (2) #4 epoxy coated reinforcing bars for a length of ten (10) feet centered over the trench or as shown on the plans.
5. Reversed pitched curb and gutter shall be installed in areas where pavement slopes away from the curb.
6. Sidewalks and walks shall be constructed in accordance with the Plans and Section 424 of the IDOT Standard Specifications. Concrete sidewalks and walks shall be thickened to a minimum of 6" at all driveways. All sidewalks and walks shall be IDOT Portland Cement Concrete, Class SI, on compacted aggregate base course as shown on the Plans. Scored contraction joints shall be provided at five (5) foot intervals or as specified in the Plans. Expansion joints consisting of a ½" pre-molded fiber joint filler shall be provided at maximum fifty (50) foot intervals, and adjacent to concrete curbs, drives, foundations, ramps, etc. as well as when meeting existing concrete walks.
7. Sidewalks and walks constructed over a utility trench shall be reinforced with three (3) #4 round epoxy coated reinforcing bars for a length of ten (10) feet centered over the utility trench or as shown on the plans.
8. Curb ramps accessible to the disabled with raised truncated dome detectable warning surface of standard brick red color or other contrasting color shall be provided at all locations where sidewalk meets curb and at other locations shown on the Plans in accordance with the Illinois Accessibility Code (IAC), latest edition and IDOT Standard 424001, latest revision.
9. Curing and protection of all exposed concrete surfaces shall be in accordance with the IDOT Standard Specifications. No "honey-combing" or other similar features of concrete surfaces will be accepted.
10. Aggregate base course shall be in accordance with the Plans and Section 351 of the IDOT Standard Specifications. Aggregate base course material shall be CA-6, Type B, 100% crushed gravel conforming to Section 1004 of the IDOT Standard Specifications.
11. Bituminous binder and surface courses shall be Hot Mix Asphalt (HMA) of type and compacted thickness as specified in the Plans and shall be constructed in accordance with Section 406 of the IDOT Standard Specifications. The surface course shall be made with virgin materials; no recycled materials shall be allowed unless specified otherwise on the Plans. The Contractor shall provide and pay for the services of a competent paving laboratory to design and supervise the control of the paving mixture. All paving materials and mixes shall be IDOT certified.
12. Portland cement concrete (PCC) pavement shall be Class PV with reinforcement as specified on Plans and be constructed in accordance with Section 420 of the IDOT Standard Specifications.
13. All concrete work shall be finished with a broom finish unless specified otherwise in the Plans.
14. The Contractor shall saw-cut the exposed edges of all existing pavement adjacent to any proposed pavement, apron, sidewalk, curb and gutter or similar to provide a smooth, clean edge that is free of loose material. A proper transition butt joint and/or taper shall also be provided as necessary. Refer to butt joint detail for additional information.
15. The testing of the subgrade, aggregate base course, bituminous aggregate material, binder course, surface course, and concrete work shall be required and be performed in accordance with the IDOT Standard Specifications and requirements of the applicable Jurisdictional Agency. A qualified testing firm shall be employed to perform the required tests, ensure quality and conformance, and provide the results to the Engineer, Owner, and Jurisdictional Agency. The Contractor shall provide the Owner with a construction schedule and shall coordinate all required testing with the testing firm.
16. Prior to the commencement of any paving activities, a proof-roll must be performed by the Contractor and approved by the Village/City or applicable Jurisdictional Agency, and the Owner. All areas not passing the proof-roll shall be remediated as recommended by the Soils/Geotechnical Engineer and approved by the Owner. Any remediate areas shall be re-tested.
17. Prior to installation of the aggregate base course:
    a. The subgrade shall be prepared in accordance with Section 301 of the IDOT Standard Specifications.
    b. The Contractor shall be responsible for all subgrade compaction and preparation to within 0.1-ft of the proposed subgrade elevation. Subgrade shall be compacted to a minimum 95% of the modified proctor density in accordance with ASTM D1557.
    c. Sub-grade shall pass a proof-roll and any unsuitable areas in the subgrade shall be remediated as recommended by the Soils/Geotechnical Engineer and approved by the Owner.
18. Prior to the installation of the binder course:
    a. The aggregate base course shall be prepared in accordance with Section 351 of the IDOT Standard Specifications.
    b. The aggregate base course shall be clean and dry.
    c. The bituminous priming material shall be prepared and applied according to Section 403 of the IDOT Standard Specifications.
    d. The Contractor shall prime the aggregate base course at a rate of 0.25 gallons per square yard prior to the placement of the binder course.
    e. The binder course shall be placed only when the temperature in the shade is at least 40° F and the forecast is for rising temperatures.
19. Prior to the installation of the surface course:
    a. The Contractor shall patch and repair all damaged and failed areas in the binder course to the satisfaction of the Village/City or applicable Jurisdictional Agency, and the Owner.
    b. The Contractor shall repair all damaged curb and gutter or other concrete pavement to the satisfaction of the Village/City or applicable Jurisdictional Agency, and the Owner.
    c. Structures within pavement shall be adjusted to final surface grade.
    d. The Contractor shall clean and prime the binder course at a rate of 0.05 gallons per square yard prior to the placement of the surface course.
    e. The surface course shall be placed only when the air temperature in the shade is at least 45° F and the forecast is for rising temperatures.
20. Pavement marking/striping:
    a. All Pavement markings shall be in accordance with Section 780 of the IDOT Standard Specifications and the MUTCD, and be of the material type, size and color specified on the Plans.
    b. Pavement marking on freeways shall be placed with truck-mounted equipment. Markings on roads other than freeways may be placed with either truck-mounted or hand-operated equipment.
    c. Before applying the pavement marking material, the pavement shall be clean, dry, and free of debris or any other material that would reduce the adhesion of the markings on the pavement.
    d. Pavement markings shall be applied in accordance with the manufacturer's recommended instructions.
    e. Pavement markings shall be uniform and have clean, straight edges.
    f. Pavement marking words and symbols shall conform closely to the dimensions and spacing specified in the MUTCD, IDOT Standard Details, and the Plans.
    g. Deviations from the required dimensions and spacing or other departures from reasonable standards of professionalism will be cause for rejection by the Engineer.
21. Handicapped stalls shall be striped and signed in accordance with the Illinois Accessibility Code (IAC), latest edition and any other applicable ADA guidelines. Handicapped stalls shall be a minimum of sixteen (16) feet wide and signage shall be affixed to a post permanently mounted in the ground or wall and located in the center of the space no further than five (5) feet from the front of the accessible space. The minimum height to the bottom of the fine sign shall be four (4) feet. Handicapped stall striping shall be yellow in color.
22. All signs shall be in accordance with Section 720 of the IDOT Standard Specifications and the MUTCD, and be of the material type, size, and color specified on the Plans.
23. Raised reflective pavement markers shall be in accordance with Section 781 of the IDOT Standard Specifications and be recessed into the pavement as required by the applicable Jurisdictional Agency.
24. Pavement marking and marker removal shall be in accordance with Section 783 of the IDOT Standard Specifications.
25. All pavements, curb, curb and gutters, walks, etc, shall be cleaned to the satisfaction of the Village/City or applicable Jurisdictional Agency, Owner, and Engineer as necessary during construction and at the end of the project prior to the final acceptance.

SOIL EROSION AND SEDIMENTATION CONTROL GENERAL NOTES

1. All soil erosion and sedimentation control (SESC) measures shall be installed and properly maintained in accordance with the Illinois Environmental Protection Agency's (IEPA) "Illinois Urban Manual", latest edition and "Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control", latest edition, and shall be followed as directed by the Village/City and Engineer. In addition, on sites that will ultimately result in the disturbance of one (1) acre or more the provisions outlined in the General National Pollutant Discharge Elimination System (NPDES) General Permit No. ILR10, latest edition, shall also be followed.
2. Prior to commencement of construction, on sites that will ultimately result in the disturbance of one (1) acre or more, the Contractor shall be responsible for obtaining a copy of the notice of coverage letter and the IEPA National Pollutant Discharge Elimination System (NPDES) General Permit ILR10 from the Owner. The Owner together along with the Contractor and/or other entities if so designated by the Owner, shall be responsible for ensuring that all the requirements of the General Permit and the Storm Water Pollution Prevention Plan (SWPPP) including but not limited to the installation, maintenance as well as the installation of any additional measures necessary that may be required, and inspections of the soil erosion and sediment control measures as well as completing all of the necessary applicable certifications, reports, logs, etc. Inspections are required to be performed at least once every seven (7) calendar days and within 24 hours of the end of a storm event of 0.5 inches of rain (or equivalent snowfall) or greater. The SWPPP and all the required paperwork shall be kept on-site and be organized and ready for viewing.
3. All erosion control measures are to be installed prior to any demolition, earth moving activities or other disturbance.
4. Soil Erosion Control measures shall include the provision of an erosion control fence as required along the area of disturbance, a stabilized construction entrance, and sediment traps or other inlet protection method at each inlet or catch basin.
5. Contractor to establish a temporary stabilized construction entrance as well as install all perimeter silt fence prior to the start of any clearing or grading activities.
6. Temporary gravel stabilized construction entrance shall be maintained, adjusted, and/or relocated as necessary to prevent mud and other debris from being tracked onto adjacent public roadways. Any mud or other debris that is tracked onto a public road shall be properly removed as soon as practical, but before the end of each working day.
7. After the start of mass grading and before all storm water conveyance improvements are in place and functional, all on-site storm water shall be temporarily diverted into the detention basin or a properly constructed temporary sedimentation basin or collection device, as per local requirements, so as to prevent surface waters from flowing onto adjacent property.
8. Disturbed areas shall be stabilized by seeding within seven (7) calendar days of the completion of disturbance. If construction activity on a portion of the site is to resume within fourteen (14) calendar days of the end of the last disturbance, then stabilization measures do not have to be initiated on that portion of the site by the 7th day after the completion of said disturbance. Areas with slopes 3H:1V or greater shall be stabilized with erosion control blanket or mat in addition to seeding.
9. The Contractor shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
10. No sediment or debris shall be allowed to enter the existing storm sewer system or flow off-site.
11. All temporary and permanent erosion and sedimentation control measures shall be maintained, repaired and/or replaced as necessary to ensure effective performance. If required, a designated erosion control inspector shall inspect all measures every seven (7) calendar days, or within twenty-four (24) hours of a 0.5-inch rain event or equivalent snowfall, and report where items are in non-compliance. Otherwise, the Contractor shall be responsible for the inspection as well as maintenance of all measures and shall be subject to the terms of Federal, State, and local requirements.
12. All temporary erosion and sedimentation control measures are to remain in place and be functioning until final stabilization. After final stabilization, the Contractor is to remove and properly dispose of all erosion and sedimentation measures according to Jurisdictional Agency requirements within thirty (30) days. All disturbed areas or trapped sediment that accumulates from said measures shall be permanently stabilized.
13. Topsoil stockpiles shall not be located in flood prone areas or buffers protecting wetlands, or waters of the United States or County. Stockpiles shall be protected from erosion by installing silt fence around the perimeter of the stockpile(s). Stockpiles shall be seeded within seven (7) calendar days of completion.
14. If dewatering services are used, agitioning properties and discharge locations shall be protected from erosion. Discharges shall be routed through an effective sediment control measure (i.e., sediment Trap, sediment Basin, or other appropriate measure).
15. All storm sewer inlets, drainage structures, catch basin sumps and/or retention/detention/sedimentation basins provided within this project are to be cleaned at the end of construction and prior to final acceptance. Cleaning may also be required during the course of construction if it is determined that the structures are not properly functioning and their performance is impaired.
16. Storm water conveyance swales, channels, streams or similar, if disturbed, are to be stabilized within 48 hours after the end of active disturbance.
17. Extreme caution shall be taken by the Contractor to prevent erosion and siltation during construction. The Contractor shall inspect catch basins and clean out if necessary. The contractor shall use silt-fence control fence staked in place to prevent siltation of all drainage structures.
18. The Contractor shall water the site, as required during dry weather to control dust.
19. Erosion Control Maintenance and Replacement Notes:
    a. Silt fences are to be cleaned as required during the course of the construction of the project or if the Engineer determines that they are not properly functioning and their performance is impaired.
    b. Sediment traps and basins shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
    c. Should the fabric decomposed or become ineffective prior to the end of the expected life and the barrier still be necessary, the fabric shall be replaced promptly.
    d. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately half the height of the barrier.
    e. Mud or dust which is deposited on adjacent roadways shall be removed at the end of each day.
20. The sediment and erosion control measures indicated on the plans are the minimum requirements. Additional measures may be required, as directed by the Engineer or Jurisdictional Agency.
21. The Contractor shall assume responsibility for maintenance of all soil erosion and sedimentation control measures during and after construction. However, the Contractor shall not transfer these improvements for the purpose of maintenance until they have completed with the above and until they have received final inspection and approval from the Jurisdictional Agency or designated erosion control inspector and a Notice of Termination has been filed (NOT).
22. The work shall generally follow the following typical Construction Sequencing:
    a. Installation of them soil erosion and sediment control (SESC) measures:
        1. Selective vegetation removal for silt fence installation
        2. Silt fence installation
        3. Construction fencing around areas not to be disturbed
        4. Stabilized construction entrance
    b. Install tree protection fencing and tree removal where necessary (clear & grub)
    c. Construct sediment trapping devices (sediment traps, basins, etc.)
    d. Construct detention facilities and outlet control structure with restrictor,
    e. Strip and stockpile topsoil and mass grade the site
    f. Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope)
    g. Install sanitary sewer, storm sewer, waterman and associated inlet & outlet protection
    h. Permanently stabilize detention basins with seed and erosion control blanket
    i. Temporarily stabilize all areas including lots that have reached temporary grade
    j. Install roadways, parking areas, etc,
    k. Final grade and permanently stabilize all outlot areas with topsoil and seed
    l. Install structures and grade individual lots
    m. Permanently stabilize site with topsoil and seed
    n. Remove all temporary SESC measures after the site is stabilized with vegetation

Note: In the event of any conflicts between the specifications or requirements of the plans and the City standard notes and specifications, the City standard notes and specifications shall be followed.



GE-02a

GENERAL SITE-WORK:

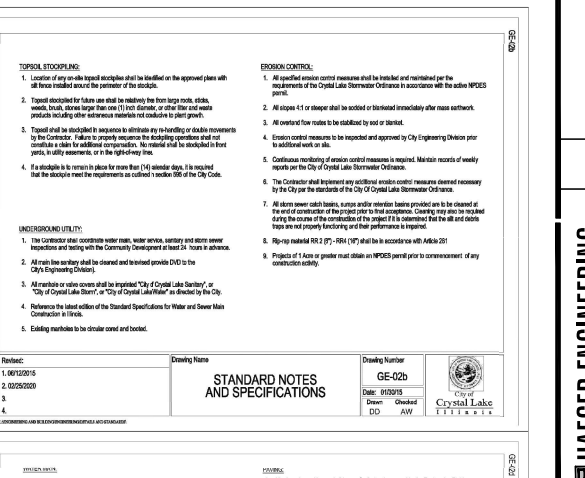
1. Pre-Construction meeting shall be conducted with City Staff and all Contractors prior to commencing any grading or underground utility construction activities (schedule meeting with the Community Development Department at 815-356-3615).
2. 24-hour Emergency contact numbers shall be provided to City Staff at the Pre-Construction meeting.
3. Working hours shall be limited to the hours of 7:00 a.m. and 7:00 p.m. on weekdays only (except in cases of emergency). Non-emergency work on weekends or holidays is not permitted per City Code except and/or written permission from the City Engineer. The owner is responsible for the City Inspector cost of overtime inspection beyond the normal eight (8) hour day, including weekends and holidays.
4. Public/private streets shall be kept free of dirt and debris with regular cleaning, sweeping, and scraping conducted by the Contractor. Junk and debris shall not be allowed to accumulate, blow, or scatter onto streets or adjacent properties.
5. J.U.L.I.E. shall be contacted for utility locations on-site and in the adjacent rights-of-way.
6. Contractor shall provide and maintain fencing, barricades, traffic control signs, and other safeguarding measures during the course of all work to protect the public from the construction operations.
7. Maintain access to adjacent streets during construction. No closing of streets unless approval is first obtained from the agency with jurisdiction (City of Crystal Lake, McHenry County Department of Transportation, Illinois Department of Transportation, etc).
8. Any damage to public right-of-way, public utilities, streets, curb, etc. shall be repaired/replaced as soon as possible or as directed by the City Engineer.
9. The contractor shall give the City of Crystal Lake, Illinois Department of Transportation, and any other governmental agency having jurisdiction, at least two (2) working days notice excluding Saturday and Sunday prior to the initiation of any phase of construction. Contractor shall immediately notify if construction has ceased and re-write two (2) working day notification thereafter.
10. The Contractor shall be responsible for obtaining all required permits for construction prior to commencement along or across existing streets or highways. The Contractor shall make arrangements for the proper bracing, shoring and other protection of all roadways before construction begins.

GRADING:

1. The grading and construction of the site improvements shall not cause ponding of storm sewer water. All areas adjacent to these improvements shall be graded to allow positive drainage.
2. The proposed grading elevations shown on the plans are finished grade. A minimum of six (6) inches of topsoil is to be placed before finished grade elevations are achieved.
3. Embankment material within parkway and open space areas shall be compacted to a minimum of ninety percent (90%) of maximum density in accordance with ASTM Specification 'A-1557' (modified proctor method), or to such other density as may be determined appropriate by the soils engineer.
4. All aggregate material shall have a minimum CBR (California Bearing Ratio) of 3.0 as determined by the soils engineer, or base replacement and pavement design revisions shall be provided which are adequate to obtain equivalent pavement strength.
5. Proposed pavement areas, building pads, driveways and sidewalks and yard/open space areas shall be excavated or filled to plus or minus 0.1 foot of design subgrade elevations by the Contractor.
6. Any borrow pit locations shall be identified by the Contractor on a copy of the approved site plans and forwarded to the Engineering Division at least 24-hours prior to excavation. Provide backfill compaction reports from a geotechnical engineer and as-built plans to the Engineering Division for any borrow pit area.
7. Backfill shall be monitored by a geotechnical engineer on-site with compaction reports forwarded to the Engineering Division for review.
8. Water truck shall be on-site at all times during mass-grading operations and be available as needed for the purposes of dust control or at the request of City Staff.
9. Use of City fire hydrants is not allowed unless approved (separate from this permit) by the Public Works Department and a hydrant meter and RPZ is obtained from the City of Crystal Lake Water Division (815-356-3614). Only the City of Crystal Lake Water Division may operate valves and hydrants.

Revised:	Drawing Name	Drawing Number	
1. 06/12/2015	STANDARD NOTES AND SPECIFICATIONS	GE-02a	City of Crystal Lake Illinois
2.		Date: 01/30/15	
3.		Drawn: DD / Checked: AW	
4.			

ENGINEERING AND BUILDING STANDARDS DETAILS AND SPECIFICATIONS



GE-02b

TOPSOIL STOCKPILING:

1. Location of any on-site topsoil stockpiles shall be identified on the approved plans with silt fence installed around the perimeter of the stockpile.
2. Topsoil stockpiled for future use shall be relatively free from large roots, sticks, weeds, brush, stones larger than one (1) inch diameter, or other litter and waste products including other extraneous materials not conducive to plant growth.
3. Topsoil shall be stockpiled in sequence to eliminate any re-handling or double movements by the Contractor. Failure to properly sequence the stockpiling operations shall not constitute a claim for additional compensation. No material shall be stockpiled in front yards, in utility easements, or in the right-of-way line.
4. If a stockpile is to remain in place for more than (14) calendar days, it is required that the stockpile meet the requirements as outlined in section 906 of the City Code.

UNDERGROUND UTILITY:

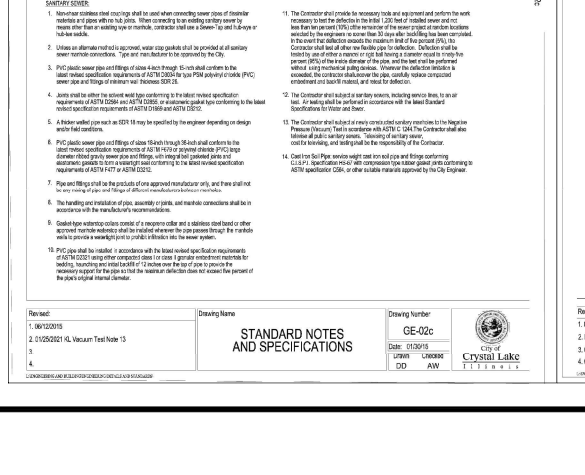
1. The Contractor shall coordinate water main, water service, sanitary and storm sewer inspections and testing with the Community Development at least 24 hours in advance.
2. All main line sanitary shall be cleaned and televised prowide DVD to the City's Engineering Division).
3. All manhole or valve covers shall be imprinted "City of Crystal Lake Sanitary", or "City of Crystal Lake Storm", or "City of Crystal Lake Water" as directed by the City.
4. Reference the latest edition of the Standard Specifications for Water and Sewer Main Construction in Illinois.
5. Existing manholes to be circular cored and bested.

EROSION CONTROL:

1. All specified erosion control measures shall be installed and maintained per the requirements of the Crystal Lake Stormwater Ordinance in accordance with the active NPDES permit.
2. All slopes 4:1 or steeper shall be sodded or blanketed immediately after mass earthwork.
3. All overland flow routes to be stabilized by sod or blanket.
4. Erosion control measures to be inspected and approved by City Engineering Division prior to additional work on site.
5. Continuous monitoring of erosion control measures is required. Maintain records of weekly reports per the City of Crystal Lake Stormwater Ordinance.
6. The Contractor shall implement any additional erosion control measures deemed necessary by the City per the standards of the City of Crystal Lake Stormwater Ordinance.
7. All storm sewer catch basins, sumps and/or retention basins provided are to be cleaned at the end of construction of the project prior to final acceptance. Cleaning may also be required during the course of the construction of the project if it is determined that the silt and debris traps are not properly functioning and their performance is impaired.
8. Rip-rap material RR 2 (9") - RR4 (18") shall be in accordance with Article 251
9. Projects of 1 Acre or greater must obtain an NPDES permit prior to commencement of any construction activity.

Revised:	Drawing Name	Drawing Number	
1. 06/12/2015	STANDARD NOTES AND SPECIFICATIONS	GE-02b	City of Crystal Lake Illinois
2. 02/25/2020		Date: 01/30/15	
3.		Drawn: DD / Checked: AW	
4.			

ENGINEERING AND BUILDING STANDARDS DETAILS AND SPECIFICATIONS



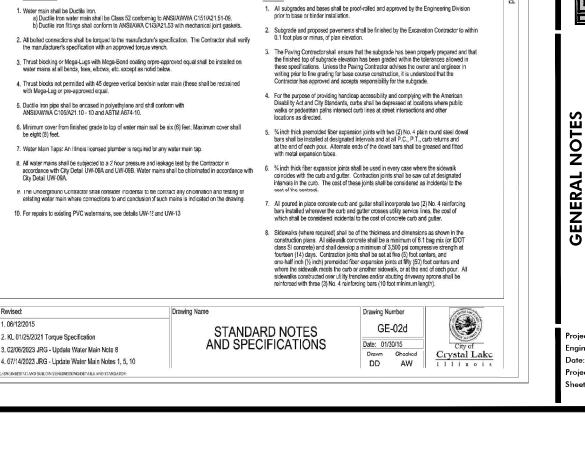
GE-02c

SANITARY SEWER:

1. Non-riser stainless steel coupings shall be used when connecting sewer pipes of dissimilar materials or pipes with no hub joints. When connecting to an existing sanitary sewer by means other than an existing wye or manhole, contractor shall use a Sewer-Tap and tub-wye or hub-tee saddle.
2. Unless an alternate method is approved, water stop gaskets shall be provided at all sanitary sewer manhole connections. Type and manufacturer to be approved by the City.
3. PVC plastic sewer pipe and fittings of sizes 4-inch through 15-inch shall conform to the latest revised specification requirements of ASTM D3034 for type PSM polyvinyl chloride (PVC) sewer pipe and fittings of minimum wall thickness SDR-26.
4. Joints shall be either the solvent weld type conforming to the latest revised specification requirements of ASTM D2564 and ASTM D2855, or elastomeric gasket type conforming to the latest revised specification requirements of ASTM D1869 and ASTM D3212.
5. A friction welded pipe such as SDR 18 may be specified by the engineer depending on design and/or field conditions.
6. PVC plastic sewer pipe and fittings of sizes 18-inch through 36-inch shall conform to the latest revised specification requirements of ASTM F679 of polyvinyl chloride (PVC) large diameter ribbed gravity sewer pipe and fittings, with integral bell gasketed joints and elastomeric gaskets to form a watertight seal conforming to the latest revised specification requirements of ASTM F477 or ASTM D3212.
7. Pipe and fittings shall be the products of one approved manufacturer only, and there shall not be any mixing of pipe and fittings of different manufacturers between manholes.
8. The handling and installation of pipe, assembly or joints, and manhole connections shall be in accordance with the manufacturer's recommendations.
9. Gasket-type watertop collars consist of a neoprene collar and a stainless steel band or other approved manhole waterstop shall be installed wherever the pipe passes through the manhole wall to provide a watertight joint to prohibit infiltration into the sewer system.
10. PVC pipe shall be installed in accordance with the latest revised specification requirements of ASTM D2321 using either compacted class I or class II granular embedment materials for bedding, haunching and initial backfill or 12 inches over the top of pipe to provide the necessary support for the pipe so that the maximum deflection does not exceed five percent of the pipe's original internal diameter.
11. The Contractor shall provide the necessary tools and equipment and perform the work necessary to test the defects in the initial 1,200 feet of installed sewer and not less than ten percent (10%) of the remainder of the sewer project or random locations selected by the engineers no sooner than 30 days after backfilling has been completed. In the event that deflection exceeds the maximum limit of five percent (5%), the Contractor shall test all other new flexible pipe for deflection. Deflection shall be tested by use of either a mandrel or rigid ball having a diameter equal to ninety-five percent (95%) of the inside diameter of the pipe, and the test shall be performed without using mechanical pulling devices. Wherever the deflection limitation is exceeded, the contractor shall,remove the pipe, carefully replace compacted embedment and backfill material, and retest for deflection.
12. The Contractor shall subject all sanitary sewers, including service lines, to an air test. Air testing shall be performed in accordance with the latest Standard Specifications for Water and Sewer.
13. The Contractor shall subject all newly constructed sanitary manholes to the Negative Pressure (Vacuum) Test in accordance with ASTM C 1244.The Contractor shall also televise all public sanitary sewers. Televising of sanitary sewer, cost for televising, and testing shall be the responsibility of the Contractor.
14. Cast Iron Soil Pipe, service weight cast iron soil pipe and fittings conforming C.I.S.P.I. Specification HS-67 with compression type rubber gasket joints conforming to ASTM specification C564, or other suitable materials approved by the City Engineer.

Revised:	Drawing Name	Drawing Number	
1. 06/12/2015	STANDARD NOTES AND SPECIFICATIONS	GE-02c	City of Crystal Lake Illinois
2. 01/25/2021 KL Vacuum Test Note 13		Date: 01/30/15	
3.		Drawn: DD / Checked: AW	
4.			

ENGINEERING AND BUILDING STANDARDS DETAILS AND SPECIFICATIONS



GE-02d

WATER MAIN:

1. Water main shall be Ductile Iron:
    a) Ductile Iron water main shall be Class 53 conforming to ANSI/AWWA C151/A21.51-09.
    b) Ductile Iron fittings shall conform to ANSI/AWWA C153/A21.53 with mechanical joint gaskets.
2. All bolted connections shall be torqued to the manufacture's specification. The Contractor shall verify the manufacturer's specification with an approved torque wrench.
3. Thrust blocking or Mega-Lugs with Mega-Bond coating spray-approved equal shall be installed on water mains at all bends, tees, elbows, etc. except as noted below.
4. Thrust blocks not permitted with 45 degree vertical bends in water main (these shall be restrained with Mega-Lug or pre-approved equal.
5. Ductile iron pipe shall be encased in polyethylene and shall conform with ANSI/AWWA C105/A21.10 - 93 and ASTM A674-10.
6. Minimum cover from finished grade to top of water main shall be six (6) feet. Maximum cover shall be eight (8) feet.
7. Water Main Taps: An Illinois licensed plumber is required for any water main tap.
8. All water mains shall be subjected to a 2 hour pressure and leakage test by the Contractor in accordance with City Detail UW-08A and UW-08B. Water mains shall be chlorinated in accordance with City Detail UW-08A.
9. The Unexcavated Contractor shall coordinate incidents to be contract any chlorination and testing of existing water main whose connections to and conclusion of each mains is indicated on the drawing
10. For repairs to existing PVC watermains, see details UW-12 and UW-13

PAVING:

1. All subgrades and bases shall be proof-rolled and approved by the Engineering Division prior to base or binder installation.
2. Subgrade and proposed pavement shall be finished by the Excavation Contractor to within 0.1 foot plus or minus, of plan elevation.
3. The Paving Contractor(s) shall ensure that the subgrade has been properly prepared and that the finished top of subgrade elevation has been graded within the tolerances allowed in these specifications. Unless the Paving Contractor advises the owner and engineer in writing prior to fine grading for base course construction, it is understood that the Contractor has approved and accepts responsibility for the subgrade.
4. For the purpose of providing handicap accessibility and complying with the American Disability Act and City Standards, curbs shall be depressed at locations where public walks or pedestrian paths intersect curb runs at street intersections and other locations as directed.
5. ½-inch thick premolded fiber expansion joints with two (2) No. 4 plain round steel dowel bars shall be installed at designated intervals and at P.C., P.T., curb returns and at the end of each pour. Alternate ends of the dowel bars shall be greased and fitted with metal expansion tubes.
6. ½-inch thick fiber expansion joints shall be used in every case where the sidewalk coincides with the curb and gutter. Contraction joints shall be saw cut at designated intervals in the curb. The cost of these joints shall be considered as incidentals to the cost of the sidewalk.
7. All poured in place concrete curb and gutter shall incorporate two (2) No. 4 reinforcing bars installed wherever the curb and gutter crosses utility service lines, the cost of which shall be considered incidental to the cost of concrete curb and gutter.
8. Sidewalks (where required) shall be of the thickness and dimensions as shown in the construction plans. All sidewalk concrete shall be a minimum of 6.1 bag mix (or IDOT class SI concrete) and shall develop a minimum of 3,500 psi compressive strength at fourteen (14) days. Contraction joints shall be set at five (5) foot centers, and are shall inch (½ inch) premolded fiber expansion joints of fifty (50) foot centers and where the sidewalk meets the curb or another sidewalk, or at the end of each pour. All sidewalks constructed over utility trenches and/or abutting driveway aprons shall be reinforced with three (3) No. 4 reinforcing bars (10 foot minimum length).

Revised:	Drawing Name	Drawing Number	
1. 06/12/2015	STANDARD NOTES AND SPECIFICATIONS	GE-02d	City of Crystal Lake Illinois
2. KL 01/25/2021 Torque Specification		Date: 01/30/15	
3. 02/06/2023 JRG - Update Water Main Note 8		Drawn: DD / Checked: AW	
4. 07/14/2023 JRG - Update Water Main Notes 1, 5, 10			

ENGINEERING STANDARDS DETAILS AND SPECIFICATIONS

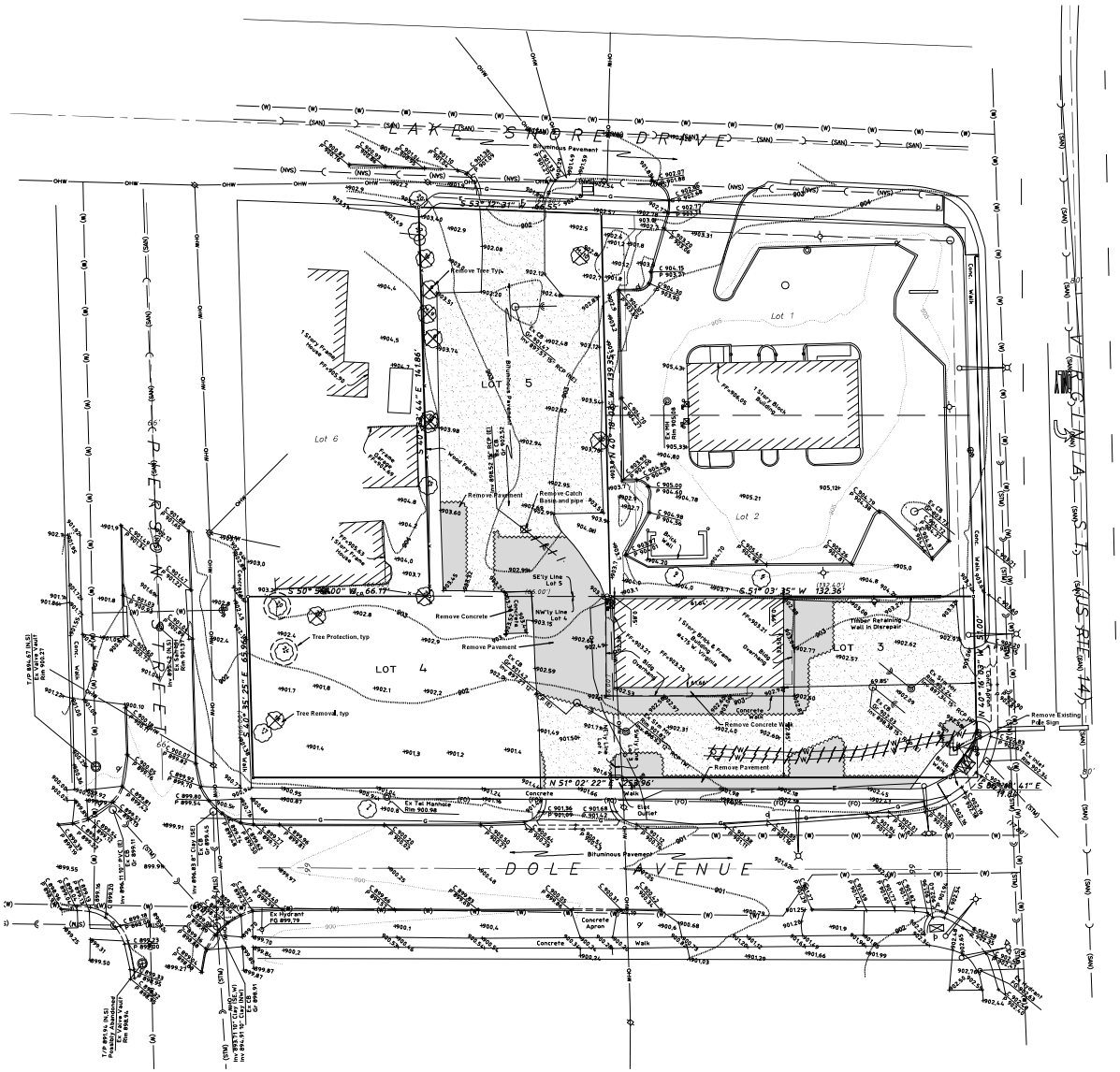
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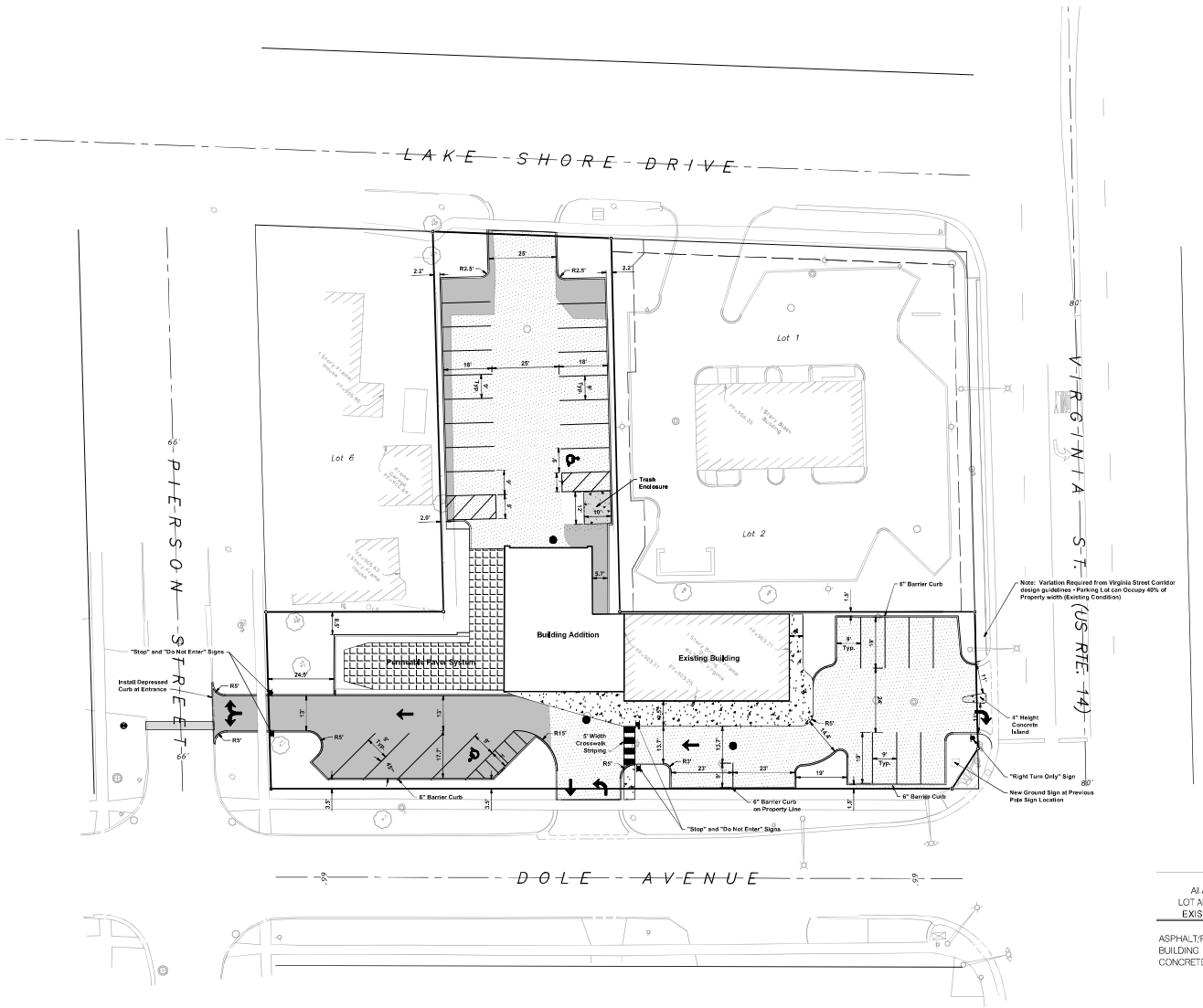
GENERAL NOTES AND SPECIFICATIONS
BUILDING RENOVATION
475 W. VIRGINIA STREET
CRYSTAL LAKE

No.	Revision	Date
1		05/17/2024
	Revised PEC	

Project Manager:	M L A
Engineer:	K J L
Date:	04.02.2024
Project No.	23-006
Sheet	C2.1 / C7

Plot Date: May 17, 2024 - 12:09pm - Plotted By: mlaw
File Name: P:\2023\23006 Drawings\Final Engineering\23006a Final Eng.dwg


LAKESHORE DRIVE
VIRGINIA STREET
DOLE AVENUE
PERSONS STREET
Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Remove Tree Typ.
Remove Pavement
Remove Catch Basin and pipe
Remove Concrete
Tree Protection, typ
Tree Removal, typ
Remove Retaining Wall in Disrepair
Remove Concrete Walk
Remove Existing Pole Sign
Bituminous Pavement
Concrete Apron
Concrete Walk
Ex Hydrant Rim 895.79
Ex Tel Manhole Rim 900.98
Elec Outlet
Ex CB Gr 899.55
Ex CB Gr 899.91
Ex CB Gr 898.91
Ex CB Gr 899.44
Ex CB Gr 899.82
Ex CB Gr 899.92
Ex CB Gr 899.82
Ex CB Gr 899.82
Ex CB Gr 899.82



PAVING LEGEND

New Pavement Area
-1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50
-2 1/4" Hot Mix Asphalt Binder Course, IL-19, N50
-10" CA-6 Crushed Aggregate Base Course, Type B

New Asphalt Course on Existing Pavement
-Prime Coat
-1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50
-2 1/4" Hot Mix Asphalt Binder Course, IL-19, N50

Pea Gravel Surface
-3" Depth Clean Pea Gravel
-Stainless Steel Retaining Edge adjacent to Landscaping
-Non-woven Geotextile Fabric

Concrete Sidewalk
-6" Portland Cement Concrete
-4" CA-6 Crushed Aggregate Base Course

Heavy Duty Concrete
-8" Portland Cement Concrete
-6" CA-6 Crushed Aggregate Base Course

NORTH
Scale: 1" = 20'

IMPERVIOUS COVERAGE CALCULATIONS

All Areas Provided in Square Feet

LOT AREA = 26,656

EXISTING		PROPOSED	
ASPHALT/PAVEMENT	15,611	ASPHALT/PAVEMENT	14,837
BUILDING	2,000	BUILDING + ADDITIONS	5,942
CONCRETE	8	CONCRETE	538
TOTAL IMPERVIOUS	17,619	TOTAL IMPERVIOUS	21,317
		NET INCREASE	3,698
% IMPERVIOUS	66.1%	% IMPERVIOUS	80.0%

No.	Date	Revision
1	05.17.2024	Revised PEC

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150 East State Street, Suite 175 • Mt. Prospect, IL 60056 • Ph: 847.797.6400
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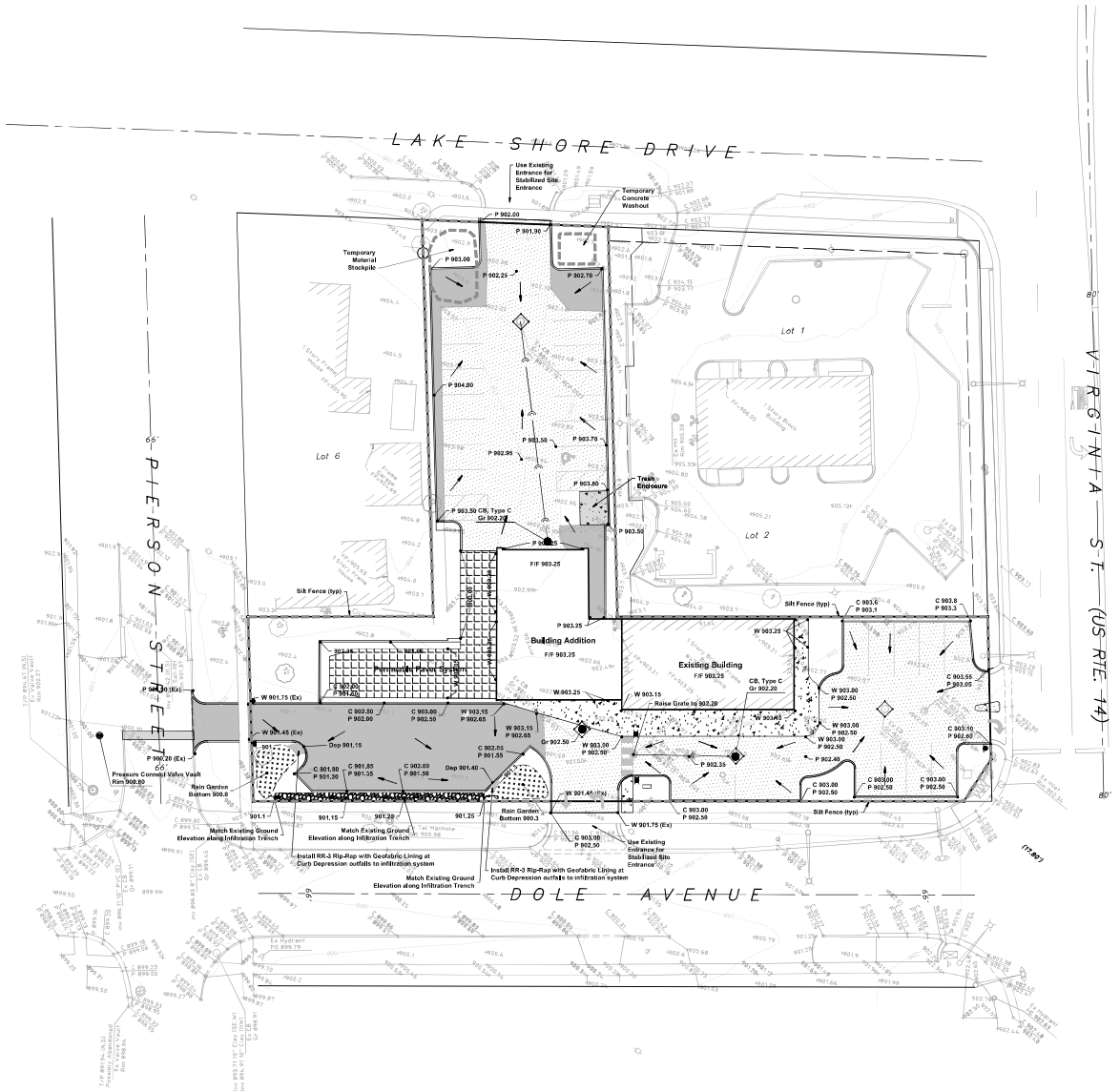
GEOMETRY & PAVING PLAN

BUILDING RENOVATION
475 W. VIRGINIA STREET
CRYSTAL LAKE

Project Manager: M.L.A.
Engineer: K.J.E.
Date: 04.02.2024
Project No. 23-006
Sheet C4.0/C7

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PAVING LEGEND

New Pavement Area
- 1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50
- 2 1/4" Hot Mix Asphalt Binder Course, IL-19, N50
- 10" CA-6 Crushed Aggregate Base Course, Type B

Existing Pavement to be Milled and Resurfaced
- Prime Coat
- 1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50

Concrete Sidewalk
- 5" Portland Cement Concrete
- 4" CA-6 Crushed Aggregate Base Course

Heavy Duty Concrete
- 8" Portland Cement Concrete
- 6" CA-6 Crushed Aggregate Base Course

EROSION CONTROL LEGEND

Silt Fence

Inlet Protection

NORTH

Scale: 1" = 20

No.	Date	Revision
1.	10.17.2024	Revised PEC

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103 East State Street, Suite 1 • Mt. Prospect, IL 60056 • Tel: 847.394.6600 • Fax: 847.394.6608
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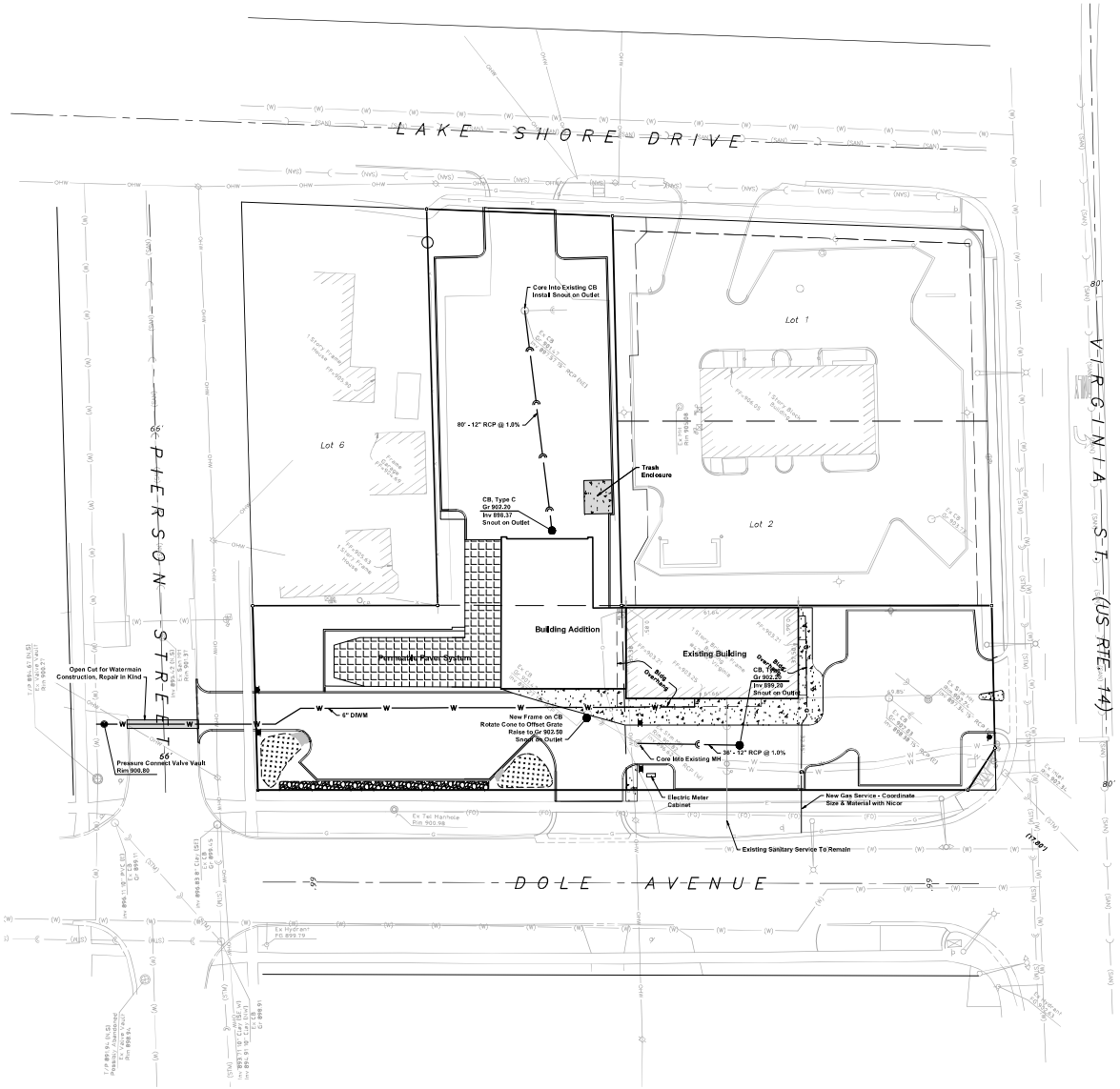
GRADING & EROSION CONTROL PLAN

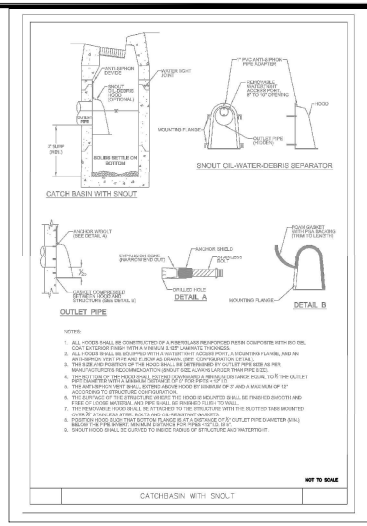
BUILDING RENOVATION
475 W. VIRGINIA STREET
CRYSTAL LAKE

Project Manager:	M.L.A.
Engineer:	K.J.E.
Date:	04.02.2024
Project No.	23-006
Sheet	C5.0 / C7

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NORTH

Scale: 1" = 20

No.	Date	Revision
1.	05.17.2024	Revised PEC

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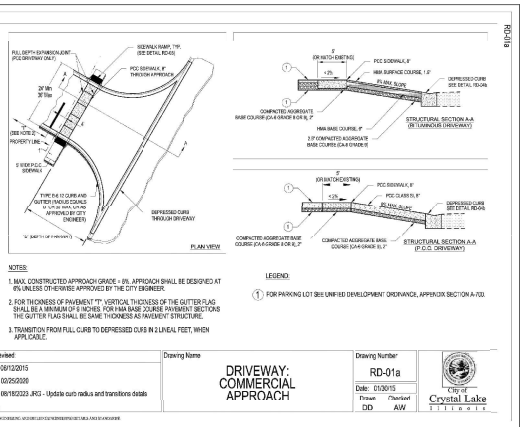
UTILITY PLAN

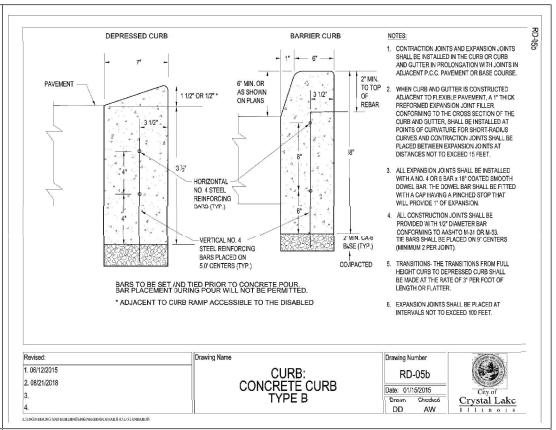
BUILDING RENOVATION
475 W. VIRGINIA STREET
CRYSTAL LAKE

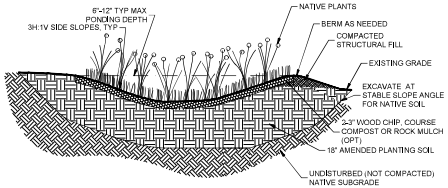
Project Manager:	M.L.A.
Engineer:	K.J.E.
Date:	04.02.2024
Project No.	23-006
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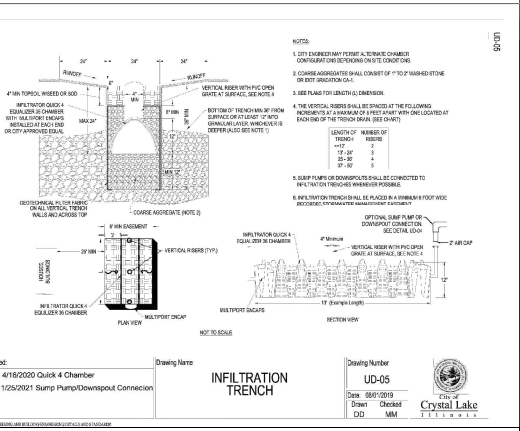


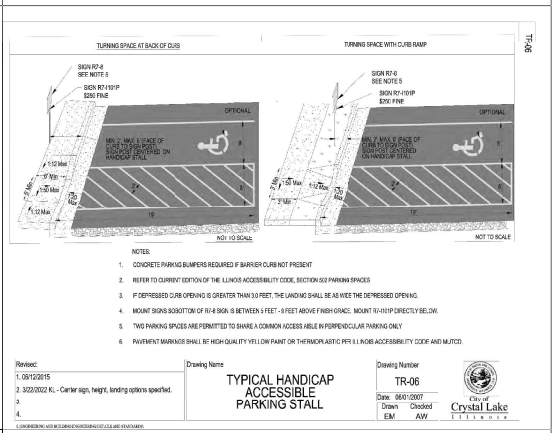
RAIN GARDEN DETAIL

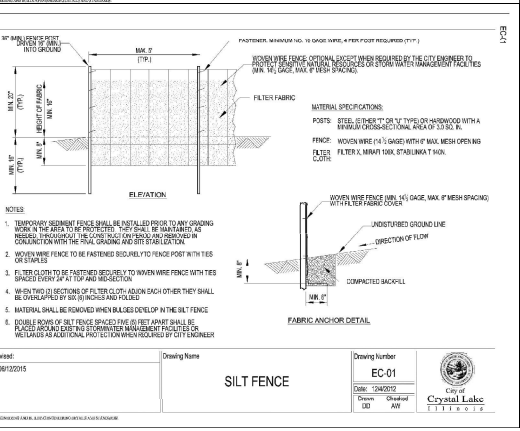
INFILTRATION RAIN GARDEN WITH PLANTING SOIL NOTES

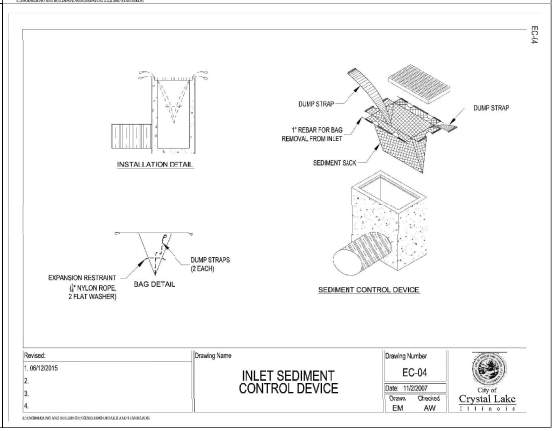
DESIGN NOTES:
1. PLANT WITH PLANTS PER LANDSCAPE ARCHITECT DWGS, NATIVE PLANTS ARE PREFERRED, BECAUSE NON-NATIVE AND INVASIVE SPECIES CAN REPRODUCE DOWNSTREAM AND DAMAGE HABITAT. IF NON-NATIVES ARE CHOSEN, BE SURE THAT THEY WILL NOT DAMAGE DOWNSTREAM HABITAT.

CONSTRUCTION NOTES:
2. BUILD AND VEGETATE RAIN GARDEN AS EARLY AS POSSIBLE TO ESTABLISH PLANTINGS BEFORE DIRECTING STORMWATER RUNOFF TO IT OR DIVERT STORMWATER AROUND FACILITY. PREFERABLY, THIS PERIOD WOULD LAST A MINIMUM OF 3 MONTHS OR PER LANDSCAPE ARCHITECT DESIGNER GUIDELINES.
3. INFILTRATION AREAS (THE AREA OF THE RAIN GARDEN AS DEFINED BY THE TOP ELEVATION OF THE FACILITY) SHALL BE FENCED OFF FROM THE FIRST DAY OF EARTH MOVING UNTIL PROJECT COMPLETION TO PREVENT COMPACTION OF THE SUBGRADE, DIRT TRACKING ONTO ANY LAYER OF THE FACILITY AND STOCKPILING OF CONSTRUCTION MATERIALS THAT MAY CLOG THE SURFACE.
4. DURING EXCAVATION OF NATIVE SOILS TO THE BOTTOM OF THE FACILITY, RAINFALL MAY CAUSE FINES TO CLOG THE SURFACE OF THE FACILITY. IF THE NATIVE SOIL HAS BEEN EXPOSED TO RAINFALL, HAND RAKE THE SURFACE TO A DEPTH OF 3" TO RESTORE INFILTRATION CAPACITY.
5. CALL THE [CIVIL ENGINEER OR LANDSCAPE ARCHITECT], [ENTER NAME HERE] AT [ENTER PHONE NUMBER HERE] 24 HOURS IN ADVANCE OF CONSTRUCTING THIS FACILITY SO CONSTRUCTION OBSERVATION MAY BE PERFORMED TO IDENTIFY VARIATIONS IN THE FIELD THAT MAY AFFECT DESIGN AND VERIFY PROPER CONSTRUCTION.









STORMWATER MANAGEMENT

595 Attachment 3

City of Crystal Lake

Appendix 3
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.

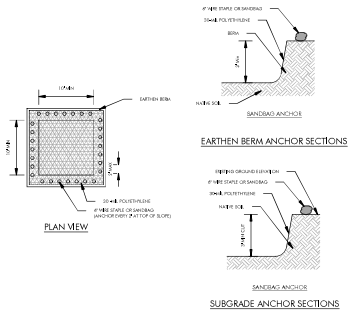
STORMWATER MANAGEMENT

595 Attachment 2

City of Crystal Lake

Appendix 2
Standard Soil Erosion and Sediment Control Notes

1. Control measures shall meet the minimum standards and specifications of the Illinois Urban Manual unless stated otherwise. **[Amended 11-17-2020 by Ord. No. 7671]**
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 be 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:
   a. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiatedas soon as practicable; and
   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 vall be stabilized with staked-in-place soil, erosion control blankets in conjunction with seeding, or an equivalent control measure.
10. Perimeter control measures shall be provided downslope and puperdicular to the flov of runof from disturbed areas, where the tributary crea is greater than 5,000 square feet, and whose runoff will flow in a sheet flow manner. Perimeter erosion control shall also be provded at the base of soil stockpiles.
11. The stormwater management system shall be protected from erosion and sedimentation downslope form 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 shallbe 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 o:
   a. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash water; and
   b. Minimize the exposure of building materials, building products, construction waste, 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, dumping, 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.



CONCRETE WASHOUT - EARTHEN

Note: The Facility Is Intended For Concrete, Masonry, And Slurry

No.	Date	Revision
1.	05.17.2024	Revised PEC

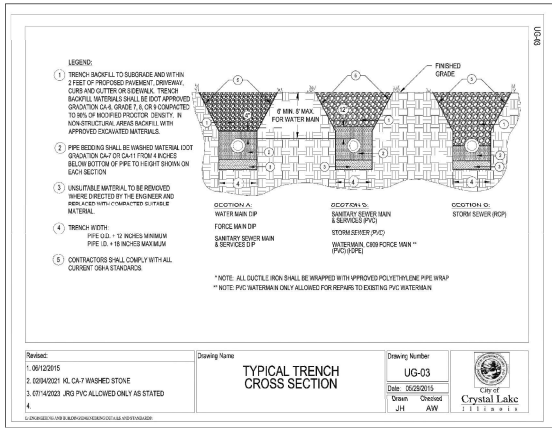
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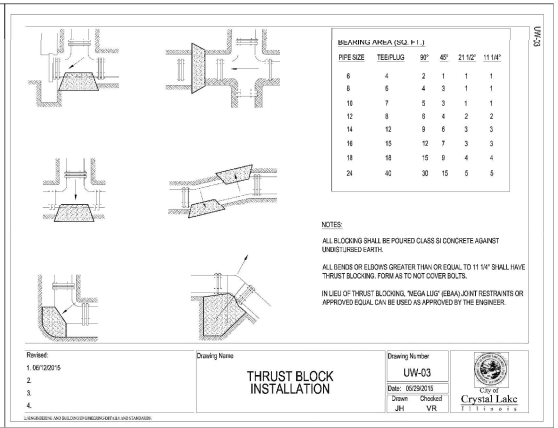
TYPICAL CONSTRUCTION DETAILS
BUILDING RENOVATION
475 W. VIRGINIA STREET
CRYSTAL LAKE

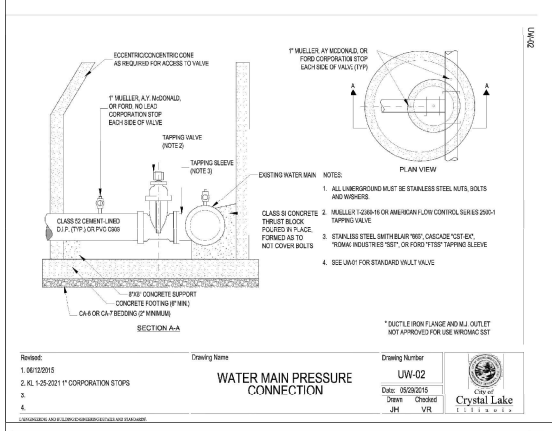
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Engineer:	K.J.L
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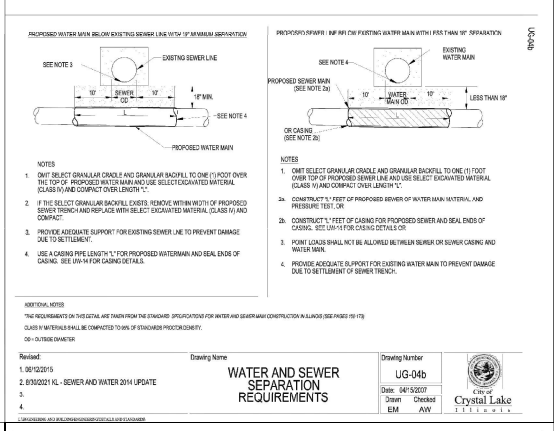
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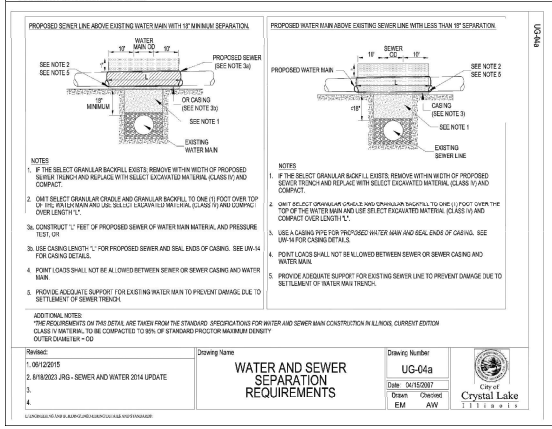
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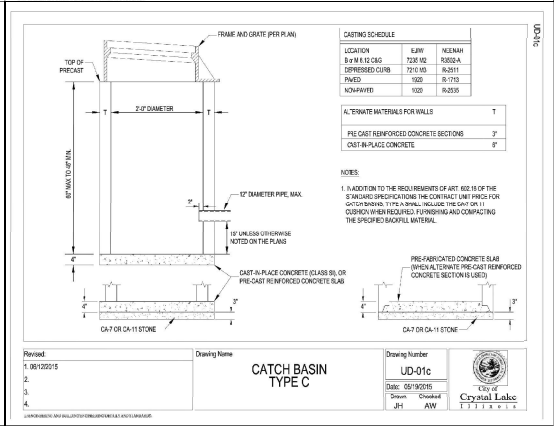


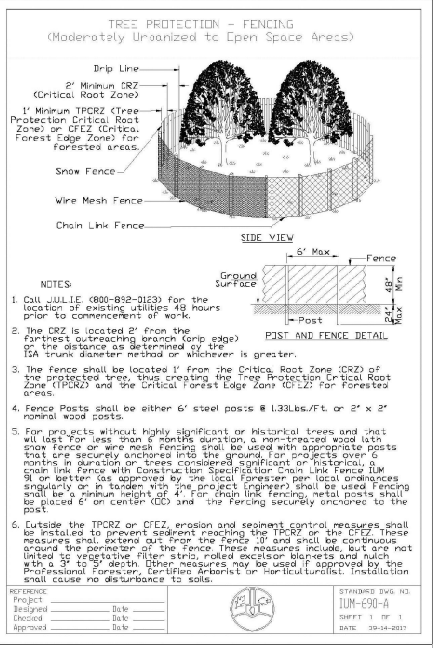


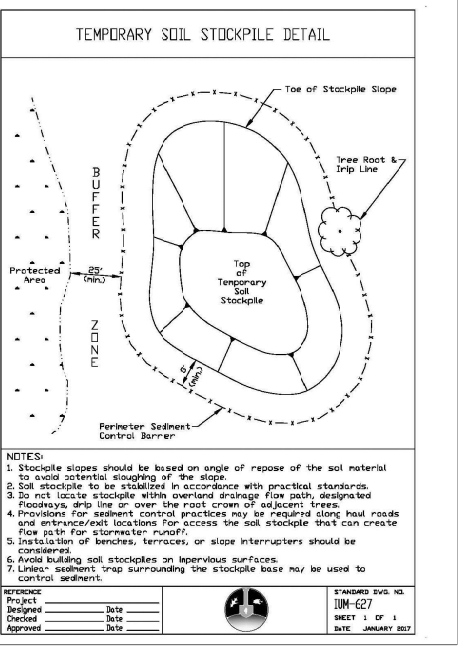












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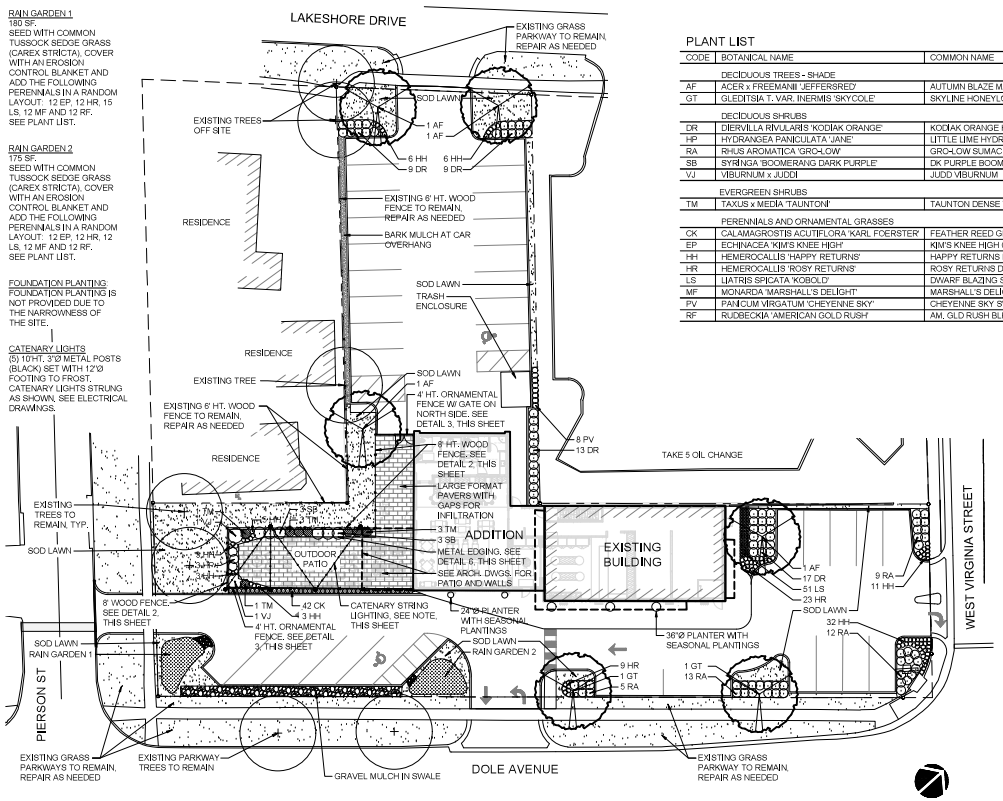
TYPICAL CONSTRUCTION DETAILS
BUILDING RENOVATION
475 W. VIRGINIA STREET
CRYSTAL LAKE

No.	Date	Revision
1.	04.17.2024	Revised PZC

Project Manager: M.L.A.
Engineer: K.J.L.
Date: 04.02.2024
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1 PRELIMINARY LANDSCAPE PLAN
SCALE: 1" = 20'-0"

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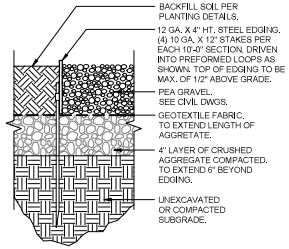
PLANT LIST

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	ADDITIONAL NOTES
	DECIDUOUS TREES - SHADE				
AF	ACER x FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	3" CALIPER	4	BRANCHED UP 6'
GT	GLEDITSIA T. VAR. INERMIS 'SKYCOLE'	SKYLINE HONEYLOCUST	3" CALIPER	2	BRANCHED UP 6'
	DECIDUOUS SHRUBS				
DR	DIERVILLA RIVULARIS 'KODIAK ORANGE'	KODIAK ORANGE HONEYSUCKLE	18" HT x 18" W	48	
HP	HYDRANGEA PANICULATA 'JANE'	LITTLE LIME HYDRANGEA	24" HT x 24" W	3	
RA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	12" HT x 18" W	39	
SB	SYRINGA 'BOOMERANG DARK PURPLE'	DK PURPLE BOOMERANG LILAC	24" HT x 24" W	6	
VJ	VIBURNUM x JUDDI	JUDD VIBURNUM	30" HT x 30" W	2	
	EVERGREEN SHRUBS				
TM	TAXUS x MEDIA 'TAUNTONI'	TAUNTON DENSE YEW	18" HT x 24" W	8	
	PERENNIALS AND ORNAMENTAL GRASSES				
CK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GALLON	42	SPACED 18" O.C.
EP	ECHINACEA 'KIM'S KNEE HIGH'	KIM'S KNEE HIGH CONEFLOWER	1 GALLON	24	
HH	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GALLON	69	SPACED 16" O.C.
HR	HEMEROCALLIS 'ROSY RETURNS'	ROSY RETURNS DAYLILY	1 GALLON	56	SPACED 16" O.C.
LS	LIATRIS SPICATA 'KOBOLD'	DWARF BLAZING STAR	1 GALLON	78	
MF	MONARDA 'MARSHALL'S DELIGHT'	MARSHALL'S DELIGHT BEEBALM	1 GALLON	24	SPACED 18" O.C.
PV	PANICUM VIRGATUM 'CHEYENNE SKY'	CHEYENNE SKY SWITCH GRASS	1 GALLON	8	SPACED 22" O.C.
RF	RUDBECKIA 'AMERICAN GOLD RUSH'	AM. GLD RUSH BLK-EYED SUSAN	1 GALLON	24	

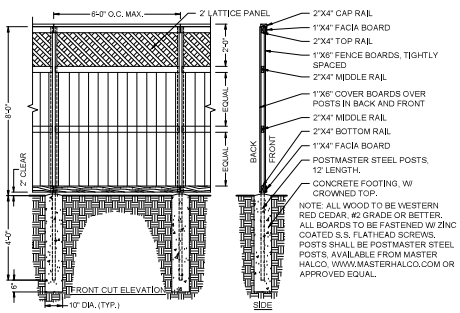
GENERAL NOTES

1. ALL DIMENSIONS AND SITE CONDITIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO STARTING WORK. SITE PLAN, ARCHITECTURE PLAN AND SITE SURVEY WERE PROVIDED BY OTHERS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
3. SPECIES AND SIZES OF PLANTS LISTED IN THE PLANT LIST ARE SUBJECT TO AVAILABILITY AT TIME OF INSTALLATION. IF SUBSTITUTIONS ARE REQUIRED, THE CONTRACTOR SHALL SUBMIT REQUESTS TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
4. ALL OVERHEAD AND UNDERGROUND UTILITIES ARE TO BE LOCATED PRIOR TO DIGGING OR EXCAVATION. IF UTILITIES OR OTHER OBSTRUCTIONS ARE DISCOVERED TO CONFLICT WITH GRADING, PLANT OR MATERIALS PLACEMENT, NOTIFY THE LANDSCAPE ARCHITECT SO THAT ADJUSTMENTS MAY BE MADE PRIOR TO PROCEEDING.
5. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROTECT EXISTING PLANTS, LAWN AREA, FENCES, SITE FEATURES AND PAVING TO REMAIN. ANY DAMAGE TO THESE EXISTING AREAS OR FEATURES SHALL BE REPLACED BY THE CONTRACTOR AT THEIR EXPENSE. DAMAGED LAWN AREAS SHALL BE TILLED, RE-GRADED, TOPSOIL ADDED AS NEEDED AND BE RESTORED WITH SOD.
6. IMPORTED TOPSOIL FOR THIS PROJECT SHALL BE FRIABLE LOAM OR SANDY LOAM. COMPRISED OF BETWEEN 20% AND 50% SILT, 10% AND 25% CLAY, AND 30% AND 60% SAND. THE pH LEVEL SHALL BE BETWEEN 6.0 AND 7.2 AND THE ORGANIC MATTER CONTENT SHALL BE BETWEEN 3% AND 6%. TOPSOIL SHALL BE FREE OF SEEDS, STONES, LARGE CLUMPS, ROOTS, LEAVES AND DEBRIS, AND SHALL NOT BE DELIVERED WHILE IN A FROZEN OR MUDDY CONDITION. CONTRACTOR SHALL PROVIDE A RECENT SOIL TEST ANALYSIS FOR ALL SOIL TO BE USED. THE ANALYSIS MUST INCLUDE THE INFORMATION REQUIRED ABOVE.
7. SOD SHALL BE A TALL FESCUE BLEND SOD, SUCH AS BLACK BEAUTY OR APPROVED EQUAL. BLUEGRASS BLEND SOD IS NOT ACCEPTABLE, UNLESS APPROVED BY THE LANDSCAPE ARCHITECT.
8. ALL TREES ARE TO HAVE FRESHLY DUG, BALLED AND BURLAPPED ROOT BALLS WITH SIZES THAT MEET THE STANDARDS OF THE AMERICAN NURSERYMEN'S ASSOCIATION. DECIDUOUS AND EVERGREEN SHRUBS MAY EITHER HAVE FRESHLY DUG, BALLED AND BURLAPPED ROOT BALLS OR MAY BE CONTAINER GROWN. ALL PERENNIALS, ORNAMENTAL GRASSES AND GROUNDCOVERS MUST BE CONTAINER GROWN. CONTAINER GROWN MATERIALS SHALL HAVE BEEN GROWN IN THEIR CURRENT CONTAINER FOR A PERIOD OF NO LESS THAN SIX MONTHS.
9. ALL TREES SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT, AT THE NURSERY, PRIOR TO DIGGING. TREES THAT ARE ACCEPTABLE WILL BE SEALED. ALL SEALS APPLIED BY THE LANDSCAPE ARCHITECT MUST REMAIN ON THE TREES AND ARE NOT TO BE REMOVED BY THE CONTRACTOR. ALL TREES MUST HAVE SEALS IN PLACE AT TIME OF ACCEPTANCE OR WILL BE AUTOMATICALLY REJECTED. HEELED-IN TREES WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT.
10. ALL SHRUBS MUST MEET THE MINIMUM SIZES GIVEN IN THE PLANT LIST AND BE SPECIMEN QUALITY. SHRUBS THAT DO NOT MEET THESE GUIDELINES WILL BE REJECTED.
11. PLANT MATERIAL SHALL ONLY BE INSTALLED WITHIN THE FOLLOWING DATES: MAY 1 THROUGH NOVEMBER 1
12. TEST TREE PITS AND PLANT BEDS FOR ADEQUATE DRAINAGE. FILL PLANT PIT WITH 12" OF WATER. IF WATER LEVEL DOES NOT DROP A MINIMUM OF ONE INCH PER HOUR, NOTIFY THE LANDSCAPE ARCHITECT OF DRAINAGE ISSUES.
13. PLANTING MIX FOR ALL PLANTINGS SHALL BE A BLEND OF 90% APPROVED TOPSOIL AND 10% SOIL AMENDMENT. ACCEPTABLE AMENDMENTS INCLUDE ONE STEP SOIL CONDITIONER OR PM35 PLANTER MIX FROM MIDWEST TRADING, OR APPROVED EQUAL. BLENDING OF PLANTING MIX COMPONENTS SHALL BE COMPLETED OUTSIDE OF THE PLANTING PITS, PRIOR TO PLANTING.
14. AREAS DESIGNATED WITH GRAVEL IS TO HAVE A 4" DEPTH OF AN ANGULAR DECORATIVE GRAVEL OVER A FILTER FABRIC. GRAVEL TO BE DARK COLOR, 3/4" TO 1" DIA. SUBMIT SAMPLES FOR OWNER APPROVAL.
15. EXCAVATE PARKING LOT ISLANDS AND CURBED PLANTERS TO A DEPTH OF 24". BACKFILL WITH A 12" DEPTH OF TOPSOIL AND A 12" DEPTH OF PLANTING MIX. BERM PLANTERS AND ISLANDS TO A HEIGHT OF 3" ABOVE TOP OF CURB TO PREVENT PONDING.
16. ALL PLANT BEDS ARE TO BE WELL SHAPED 'SPADE CUT' EDGES, 3" DEPTH, IN LINES OR IN CURVES AS SHOWN ON THE DRAWINGS.
17. ALL PLANT MATERIAL, INCLUDING SOD, SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ACCEPTANCE IS GRANTED. MAINTENANCE SHALL INCLUDE: WATERING, WEEDING, PRUNING, STRAIGHTENING, SPRAYING, MULCH REPLACEMENT AND MOWING.
18. THE CONTRACTOR SHALL REQUEST AN INSPECTION OF LANDSCAPE PLANTING UPON SUBSTANTIAL COMPLETION FOR "ACCEPTANCE". REQUEST MUST BE SUBMITTED TO LANDSCAPE ARCHITECT AT LEAST TEN DAYS PRIOR TO ANTICIPATED INSPECTION. UPON INSPECTION THE LANDSCAPE ARCHITECT SHALL PREPARE A PUNCH LIST OF UNACCEPTABLE OR OUTSTANDING ITEMS. AFTER THE ITEMS HAVE BEEN SATISFACTORILY COMPLETED AND REVIEWED, THE LANDSCAPE ARCHITECT WILL RECOMMEND "ACCEPTANCE". SOD AND SEED SHALL BE REVIEWED FOR ACCEPTANCE, ONLY AFTER THEY HAVE FULLY ROOTED AND HAVE BEEN MOWED AT LEAST TWICE.
19. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF "ACCEPTANCE", AT OR NEAR THE END OF THE GUARANTEE PERIOD, THE CONTRACTOR SHALL REQUEST AN INSPECTION OF LANDSCAPE PLANTING FOR "FINAL ACCEPTANCE". REQUEST MUST BE SUBMITTED TO LANDSCAPE ARCHITECT AT LEAST TEN DAYS PRIOR TO ANTICIPATED INSPECTION. UPON INSPECTION THE LANDSCAPE ARCHITECT SHALL PREPARE A PUNCH LIST OF UNACCEPTABLE ITEMS, AFTER THE ITEMS HAVE BEEN SATISFACTORILY REPLACED OR REPAIRED, REVIEWED AND APPROVED, THE LANDSCAPE ARCHITECT WILL RECOMMEND "FINAL ACCEPTANCE".

NOTE: EDGING TO BE BY COL-MET (800) 828-8225, (WWW.COLMET.COM) INSTALLED PER MANUFACTURER INSTALLATION GUIDELINES. EDGING SUPPLIED IN 10'-0" SECTIONS. ALLOW FOR 8" OF OVERLAP PER SECTION. COLOR TO BE BLACK POWDER COAT AS APPLIED BY MANUFACTURER.



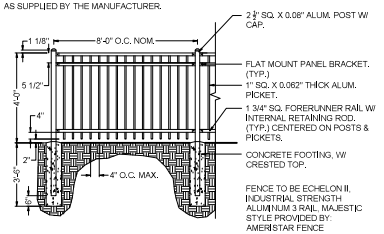
6 STEEL EDGE DETAIL
NOT TO SCALE



NOTE: ALL WOOD TO BE WESTERN RED CEDAR, #2 GRADE OR BETTER. ALL BOARDS TO BE FASTENED W/ ZINC COATED S.S. FLATHEAD SCREWS. POSTS SHALL BE POSTMASTER STEEL POSTS, AVAILABLE FROM MASTER HALCO, WWW.MASTERHALCO.COM OR APPROVED EQUAL.

2 8' WOOD FENCE WITH POSTMASTER STEEL POSTS
NOT TO SCALE

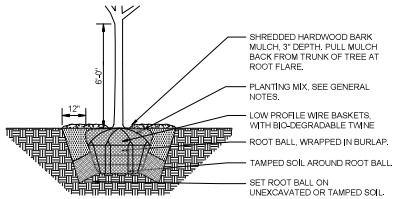
NOTE: ALL FENCING COMPONENTS TO BE BLACK IN COLOR AS SUPPLIED BY THE MANUFACTURER.



FENCE TO BE ECHELON II, INDUSTRIAL STRENGTH ALUMINUM 3 RAIL, MAJESTIC STYLE PROVIDED BY: AMERISTAR FENCE WWW.AMERISTARFENCE.COM OR APPROVED EQUAL

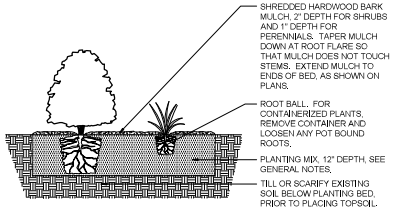
3 4' HT. ORNAMENTAL ALUMINUM FENCE
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE EXTENDED 12" AROUND THE ENTIRE ROOT BALL AS SHOWN IN THE DETAIL BELOW. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES. AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. FOR TREES UP TO 4" CALIPER OR 12' HEIGHT, REMOVE APPROXIMATELY 5% OF THE OVERALL BRANCHING. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS. UN-TIE AND REMOVE TWINE FROM AROUND ROOT FLARE.



4 DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO PLANTING. PLANT BEDS ARE TO BE EXCAVATED AS A SINGLE PIT. EXTEND PIT WIDTH TO EDGES OF PLANT BED AS SHOWN ON THE LANDSCAPE PLAN. SET PLANT HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. BACKFILL AND WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE PLANT PLUMB. STRAIGHTEN PLANTS IF SETTLING OCCURS. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. MULCH LIMITS SHALL EXTEND TO ALL OUTER EDGES OF PLANTING BEDS, SEE LANDSCAPE PLAN FOR BED LAYOUTS.



5 SHRUB AND PERENNIAL PLANTING DETAIL
NOT TO SCALE

DANIEL WEINBACH & PARTNERS, LTD.
Landscape Architects
1142 W. Madison Street
Suite 206
Chicago, IL 60607
312 427-2888

Revisions	
8.	
7.	
6.	
5.	
4.	
3. REVISED PZC	05/17/24
2. PZC SUBMITTAL	04/03/24
1. ISSUED FOR PERMIT	01/19/24

Project

LAKE ROOTS

475 W. VIRGINIA STREET
CRYSTAL LAKE, IL 60014

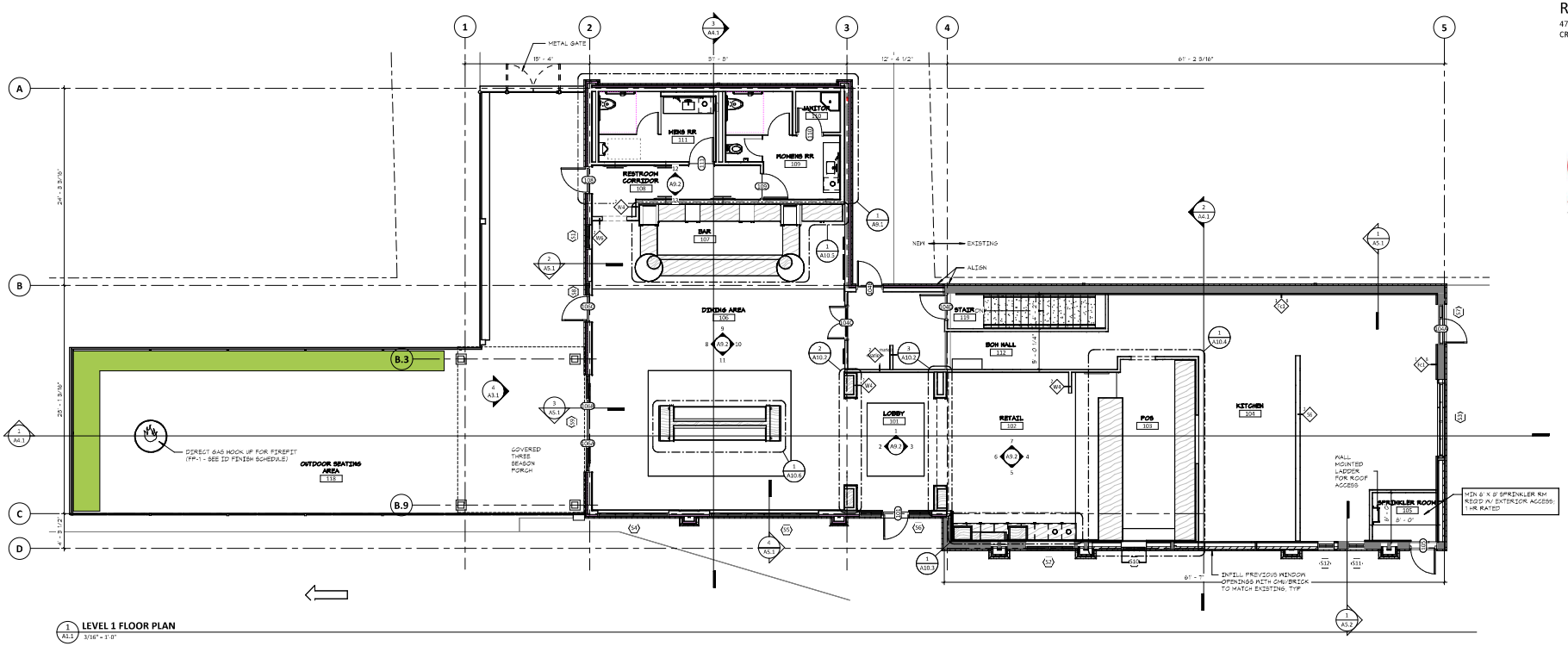
Sheet Title

PRELIMINARY LANDSCAPE SKETCH PLAN

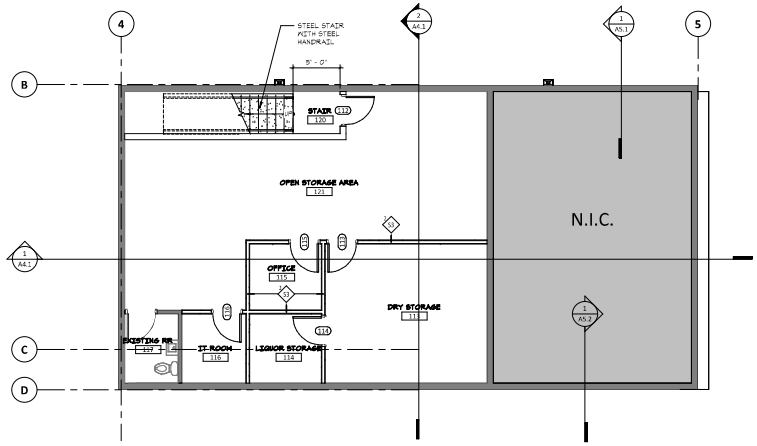
Date	Project No.
01/15/24	DWP 23-170
Scale: 1" = 20'-0"	Sheet No.
Drawn By: FERGUSON	L-1.0
Approved: SCHULENBERG	

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475 W. VIRGINIA ST
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1 A1.1 LEVEL 1 FLOOR PLAN
3/16" = 1'-0"



2 A1.1 BASEMENT FLOOR PLAN
3/16" = 1'-0"

DIMENSIONING STANDARDS

1. EXTERIOR MASONRY/CONCRETE WITH OR WITHOUT MASONRY VENEER WALLS, DIMENSIONS ARE TO FACE OF MASONRY.
2. MASONRY OR NON-MASONRY VENEER EXTERIOR WALLS WITH STUD BACKUP, (IE: METAL PANEL) DIMENSIONS ARE TO EXTERIOR FACE OF SHEATHING.
3. INTERIOR WALLS, DIMENSIONS ARE TO THE FACE OF GYPSUM BOARD.
4. MECHANICAL AND STAIR SHAFT WALLS, DIMENSIONS ARE TO SHAFT SIDE FACE OF GYPSUM BOARD.
5. EXISTING WALLS ARE DIMENSIONED FROM FACE OF WALL FINISH.
6. DO NOT SCALE DIMENSIONS FROM PLANS. NOTIFY ARCHITECT OF MISSING DIMENSIONS.
7. REFER TO ENLARGED PLANS AND DETAIL CALLOUTS FOR ADDITIONAL DIMENSIONING INFORMATION.

PLAN KEYNOTES

NOT FOR CONSTRUCTION

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05/17/24

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04/03/2024

REVISIONS:
No. Description Date

2024-1132
PROJECT NUMBER

EM
DRAWN BY
TG
CHECKED BY

KEY PLAN

PLAN NORTH

LAKE ROOTS RESTAURANT

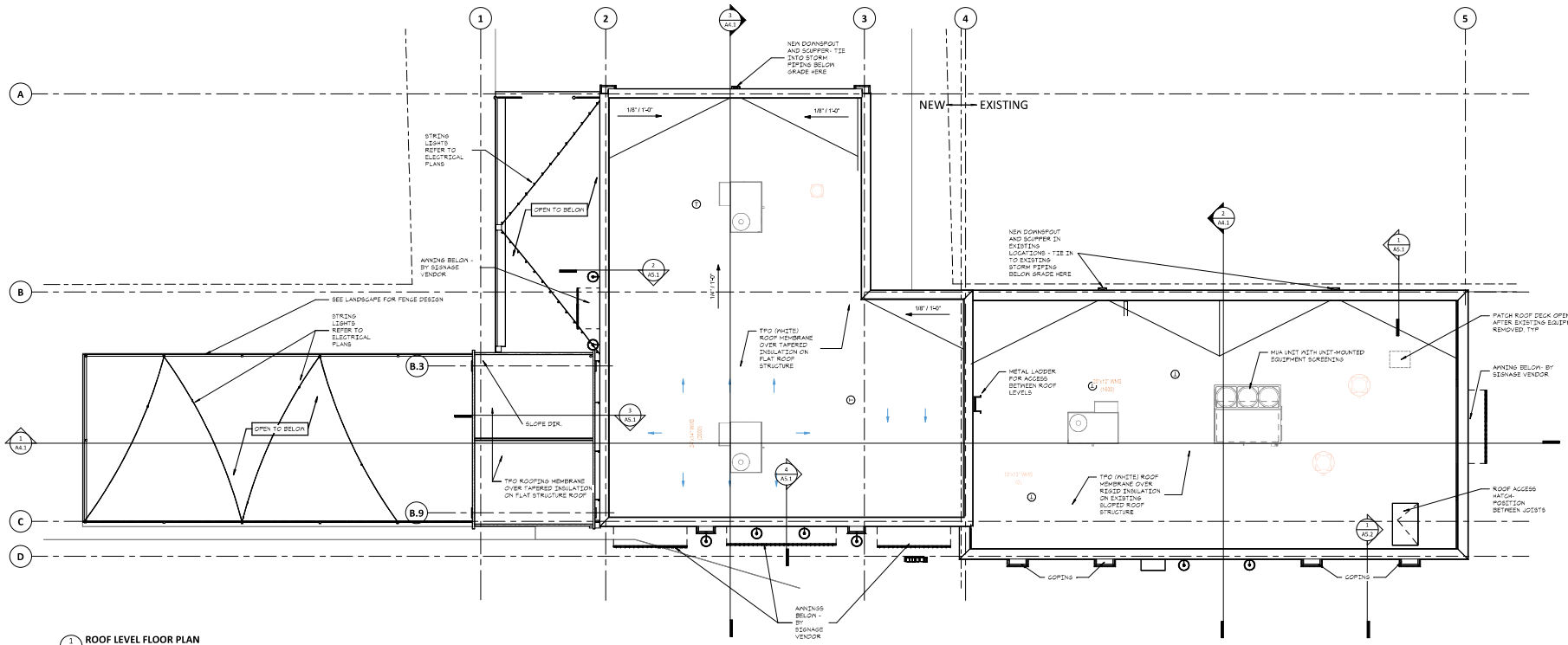
LEVEL 1 AND BASEMENT FLOOR PLANS

A1.1

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475 W. VIRGINIA ST
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1 A1.2 **ROOF LEVEL FLOOR PLAN**
3/16" = 1'-0"

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DIMENSIONING STANDARDS

1. EXTERIOR MASONRY/CONCRETE WITH OR WITHOUT MASONRY VENEER WALLS, DIMENSIONS ARE TO FACE OF MASONRY.
2. MASONRY OR NON-MASONRY VENEER EXTERIOR WALLS WITH STUD BACKUP (IE. METAL PANEL) DIMENSIONS ARE TO EXTERIOR FACE OF SHEATHING.
3. INTERIOR WALLS, DIMENSIONS ARE TO THE FACE OF GYPSUM BOARD.
4. MECHANICAL AND STAIR SHAFT WALLS, DIMENSIONS ARE TO SHAFT SIDE FACE OF GYPSUM BOARD.
5. EXISTING WALLS ARE DIMENSIONED FROM FACE OF WALL FINISH.
6. DO NOT SCALE DIMENSIONS FROM PLANS. NOTIFY ARCHITECT OF MISSING DIMENSIONS.
7. REFER TO ENLARGED PLANS AND DETAIL CALLOUTS FOR ADDITIONAL DIMENSIONING INFORMATION.

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PLAN NORTH

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ROOF LEVEL OVERALL PLAN

A1.2

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4 A3.0 NORTHEAST



3 A3.0 NORTHWEST



1 A3.0 SOUTHWEST



2 A3.0 SOUTHEAST

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No.	Description	Date

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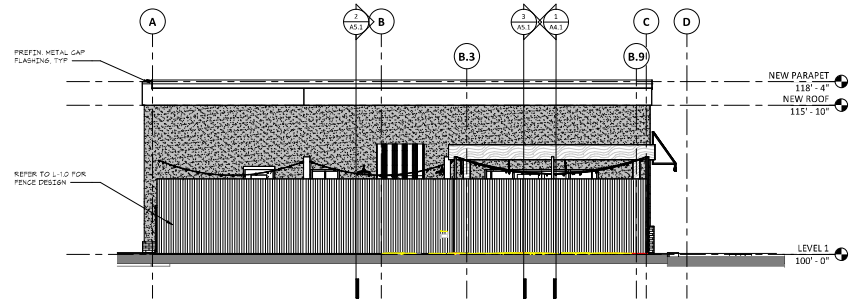
KEY PLAN

LAKE ROOTS RESTAURANT

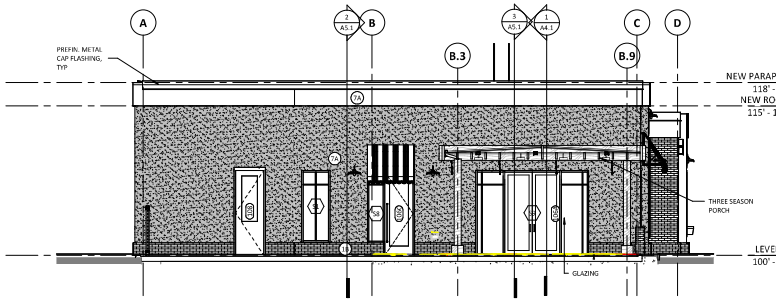
3D VIEWS

A3.0

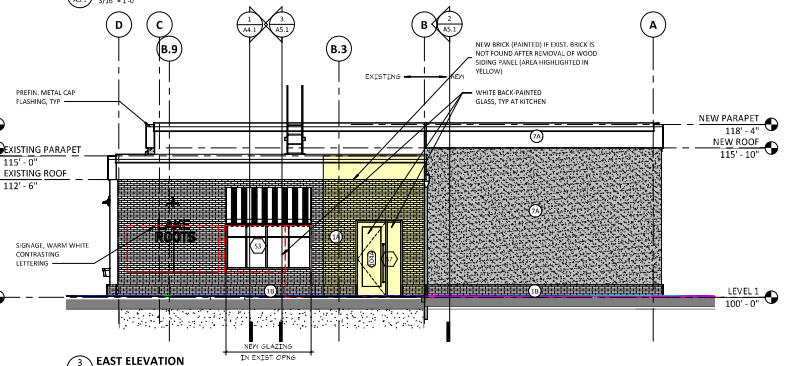
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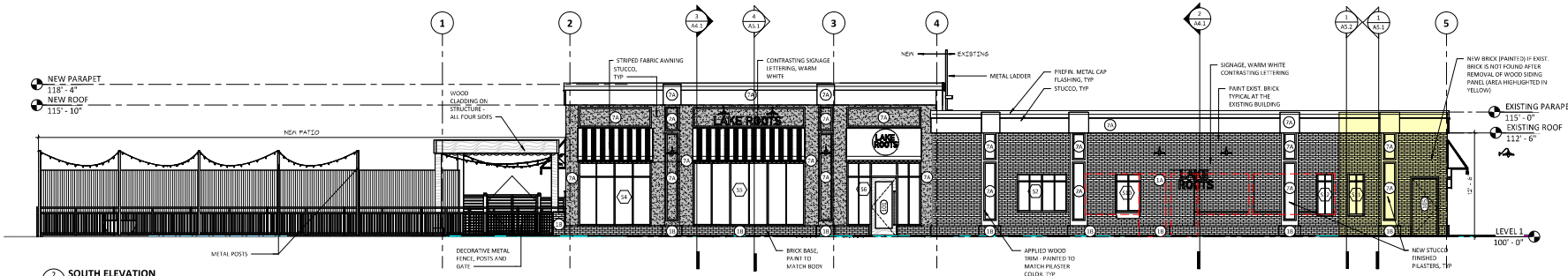
5 A3.1 WEST ELEVATION - OUTDOOR PATIO
3/16" = 1'-0"



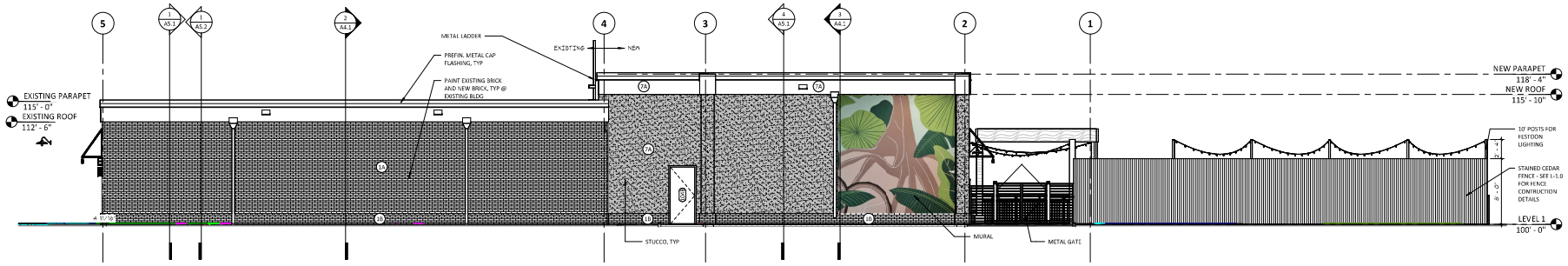
4 A3.1 WEST ELEVATION
3/16" = 1'-0"



3 A3.1 EAST ELEVATION
3/16" = 1'-0"



2 A3.1 SOUTH ELEVATION
3/16" = 1'-0"



1 A3.1 NORTH ELEVATION
3/16" = 1'-0"

EXTERIOR MATERIAL KEYNOTES	
1A	PAINTED EXISTING BRICK - DARK TEAL
1B	PAINTED NEW BRICK - DARK TEAL
7A	STUCCO - DARK TEAL

PRICING ALTERNATES

ALTERNATE #1:
Substitute thin brick in lieu of full wythe brick base at addition
Reduce foundation wall thickness from 12" wide to 8" wide to eliminate brick ledge
Reduce concrete reinforcing from two vertical rows of reinforcing to a single vertical reinforcing row in the center of the wall

ALTERNATE #2:
Substitute EIFS cladding in lieu of 3-part stucco cladding on the addition
Increase foundation wall thickness from 12" to 14" to position brick/brick ledge proud of EIFS outer surface

NOTE
GLAZING PERCENTAGE TOTAL:
SOUTH ELEVATION: 24% GLAZING
EAST ELEVATION 11% GLAZING

SIGNAGE TOTALS:
NORTH: 208 SF (MURAL)
SOUTH: 106 SF
EAST: 50 SF
WEST: N/A

STRIPING CANOPIES TOTALS:
NORTH: N/A
SOUTH: 120 SF
EAST: 34 SF
WEST: 19

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LAKE ROOTS RESTAURANT

EXTERIOR ELEVATIONS

A3.1

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WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

MATERIAL LEGEND

	PAINTED BRICK - 1905 GREEN (JOANNA GAINES, COLOR MATCH)
	STUCCO - 1905 GREEN (JOANNA GAINES, COLOR MATCH)

REFERENCE VIEWS ONLY

REFERENCE IMAGE



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LAKE ROOTS RESTAURANT

RENDERED EXTERIOR VIEWS

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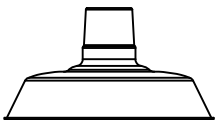
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SPS-0448 REV C

THE ORIGINAL™ INTEGRATED LED SERIES

LIGHT FIXTURE TO BE BLACK

JOB NAME: _____ FIXTURE TYPE: _____



BLE - ____ - ____ - ____ - ____ - ____ - ____ - ____ - ____

A B C D E F G H I J K L

Order Example: BLE - G - WHS16 - 600 - G22 - 980 - NA - ACR - 600 - NA - LED38 - 2700K - DL

A - MOUNTING STYLE

C	Cord Hung
CN	Chain Hung
F	Flush Mount[1]
G	Gooseneck
S	Stem Mount

B - SHADE SIZE

THE ORIGINAL™:

WHS12	12″ Shade
WHS14	14″ Shade
WHS16	16″ Shade
WHS18	18″ Shade
WHS20[2]	20″ Shade

C - SHADE FINISH

PORCELAIN FINISHES[3]:

150	Black
250	White
350	Vintage Green
355	Jadite
455	Cherry Red
550	Yellow
650	Bronze
750	Cobalt Blue
765	Delphite Blue
850	Graphite
950	Metallic Chrome

POWDER COAT FINISHES[4]:

100	Black
105	Textured Black
106	Matte Black
200	White
206	Matte White
300	Dark Green
307	Emerald Green
311	Jadite
370	Mint
380	Chartreuse
390	Teal
400	Barn Red
420	Orange
470	Watermelon
480	Blush Pink
490	Magenta
495	Sherbet Orange
500	Buttery Yellow
570	Sunflower
600	Bronze
601	Chocolate
605	Rust
615	Oil-Rubbed Bronze

C - SHADE FINISH (CONTINUED)

POWDER COAT FINISHES[4]:

700	Royal Blue
705	Navy
710	Cobalt Blue
715	Delphite Blue
790	Lavender
800	Industrial Grey
805	Charcoal Granite
810	Graphite
975	Galvanized

NATURAL METALS[5]:

995	Raw Copper
996	Weathered Copper
997	Raw Brass
998	Weathered Brass
999	Oil-Rubbed Copper

D - MOUNTING

*Please Note: If Flush Mount [F] is selected in **Section A**, please select **NA***

NA	Not Applicable

CSA LISTED CORDS:

SBK	Standard Black
SWH	Standard White
CSB	Black Cloth
CSW	White Cloth
CMG	Grey Cloth
CSR	Red Cloth
CRZ	Red Chevron Cloth
CSBB	Black & Brown Cloth
CSRW	Red & White Cloth
CSGW	Gold & White Cloth
CSBG	Black & Gold Cloth
CSBW	Black & White Cloth
CSBP	Black & Pink Cloth
CSUW	Blue & White Cloth

CHAIN MOUNT OPTIONS[2]:

CN36	3′ of Chain
CN48	4′ of Chain
CN60	5′ of Chain
CN72	6′ of Chain

D - MOUNTING (CONTINUED)

GOOSENECK OPTIONS:

G1[2]	**G11[2]**	**G26[2]**
G2[2]	**G12[2]**	**G32**
G3[2,6]	**G13**	**G34[2]**
G4[6]	**G14**	**G35[2]**
G5[2]	**G15**	**G36[2]**
G6	**G16[2]**	**G64[2]**
G7	**G17**	**G65[2]**
G8	**G22**	
G9	**G24**	
G10	**G25**	

STEM MOUNT OPTIONS:

ST506	.5″ Stem Mount, 6″[2]
ST512	.5″ Stem Mount, 12″[2]
ST518	.5″ Stem Mount, 18″[2]
ST524	.5″ Stem Mount, 24″[2]
ST536	.5″ Stem Mount, 36″[2]
ST548	.5″ Stem Mount, 48″[2]
ST706	.75″ Stem Mount, 6″
ST712	.75″ Stem Mount, 12″
ST718	.75″ Stem Mount, 18″
ST724	.75″ Stem Mount, 24″
ST736	.75″ Stem Mount, 36″
ST748	.75″ Stem Mount, 48″

E - MOUNTING FINISH

*Please Note: See **Section C** for Finish Options. 980-Brushed Aluminum is also available for Gooseneck (Except G36, G64 & G65) and Stem mounting styles. If a Porcelain shade finish is selected, mounting will be powder coat painted-to-match. Porcelain shade finishes are not available with a Natural Metal mounting finish*
(I) If Cord Hung [C], selection identifies canopy finish
(II) If Chain Hung [CN] Mounting Style, selection identifies chain and canopy finish. Natural Metals are not applicable
(III) If Stem Mount [S] Mounting Style, selection identifies stem and canopy finish
(IV) If Flush Mount [F] Mounting Style, selection identifies hex coupler and canopy finish. Natural Metals are not applicable

980	Brushed Aluminum

F - CORDS[7]

*Please Note: See **Section D** for all applicable CSA Listed Cord Options*

NA	Not Applicable

G - SHADE ACCESSORIES[2]

NA	None
WC	Wire Cage
ACR	Acrylic Diffuser[8,9]

H - SHADE ACCESSORY FINISH

*Please Note: See **Section C** for Finish Options. Natural Metals not applicable. If Porcelain Finish is selected, accessory will be powder coat painted-to-match*

NA	Not Applicable

I - MOUNTING ACCESSORY

Please Note: Mounting Accessories below are only applicable with select Mounting Styles. Please refer to product listings on our website for further detail.

NA	None/Not Applicable
HSC	Hang Straight Canopy[2,10]
LDBPC	LED Decorative Backing Plate Cover[11,12]
LDCHX	LED Decorative Backing Plate Cover & Hex Cover[11,12]

J - LIGHT SOURCE

LED11	850 Lumen, 11W LED
LED16	1250 Lumen, 16W LED
LED27	2000 Lumen, 27W LED
LED38	3000 Lumen, 38W LED
LED43	4000 Lumen, 43W LED[1]

K - COLOR TEMPERATURE

2700K	2700K, Warm White
3000K	3000K, Neutral White
3500K	3500K, Bright White
4000K	4000K, Cool White

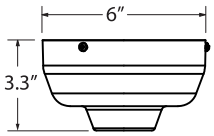
L - LED LENS

DL	Domed Lens
FL	Flat Lens

IMPORTANT: *(1) Not available with Acrylic Diffuser shade accessory (2) Not available in Natural Metals (3) All Porcelain Enamel finished shades feature a white interior and a black outer rim (4) All Powder Coat finished shades, Galvanized excluded, feature a white interior (5) Natural Metals have a longer estimated manufacturing time, please check the website for exact lead time. There are no returns accepted on Natural Metals (6) Not compatible with 16″ shade size and larger (7) Only applicable if Chain Hung Mounting Style selected in Section A, select NA if another Mounting Style is selected (8) Acrylic Diffuser limits the maximum lumen selection as well as reduces lumens delivered and LPW. Selection Limits: 2000 Max for 12″ and 14" shades; 3000 Max for 16″ through 20" shades (9) Fixture is CSA Listed for Damp Location with Acrylic Diffuser (10) Only applicable if Stem Mounting Style is selected in Section A (11) Not available with G3, G4, G11, G15, G26, & G36 Gooseneck option (12) Only applicable if Gooseneck Mounting Style is selected in Section A*

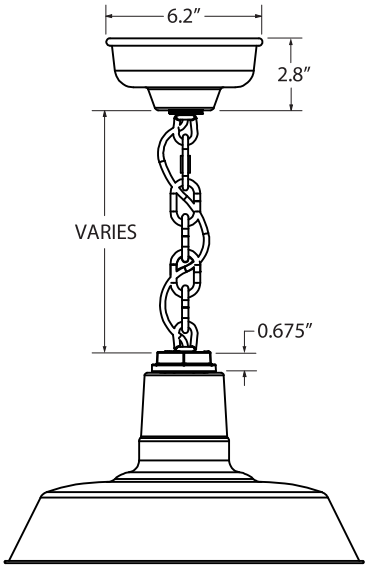
MOUNTING STYLE

HIGH LUMEN CANOPY FOR PENDANT & FLUSH MOUNT



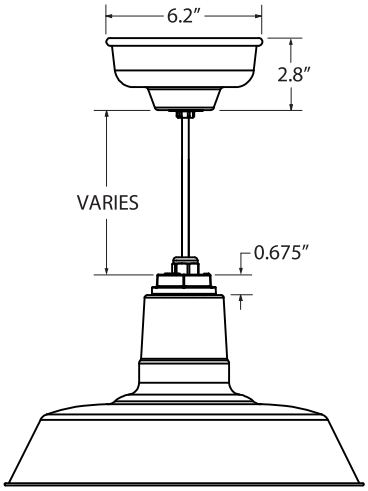
Required if LED 27, 38, 43 Light Source selected in Section J

CHAIN HUNG PENDANT (CN)



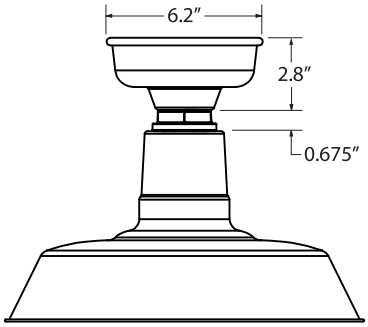
Canopy shown required if LED 11 & 16 Light Source selected in Section J

CORD HUNG PENDANT (C)



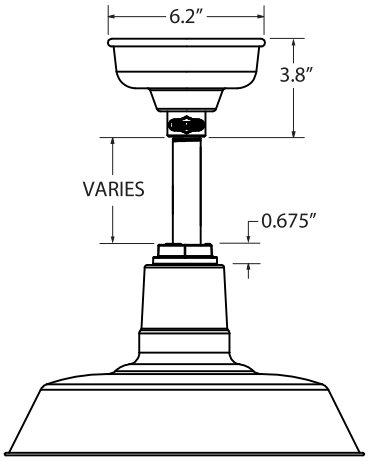
Canopy shown required if LED 11 & 16 Light Source selected in Section J

FLUSH MOUNT (F)



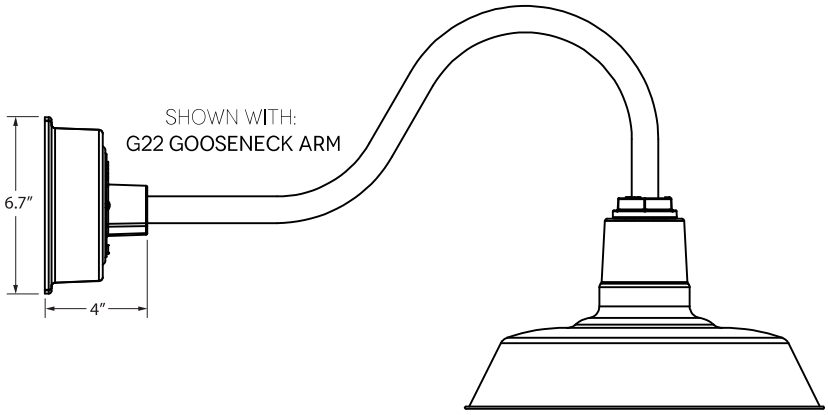
Canopy shown required if LED 11 & 16 Light Source selected in Section J

STEM MOUNT PENDANT (S)

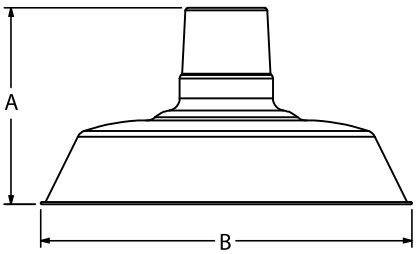


Canopy shown required if LED 11 & 16 Light Source selected in Section J

GOOSENECK (G)



LUMINAIRE DIMENSIONS



SHADE CODE	HEIGHT (A)	DIAMETER (B)
WHS12	7″	12″
WHS14	7.5″	14″
WHS16	7.75″	16″
WHS18	8.5″	18″
WHS20	9.25″	20″

LIGHT SOURCE

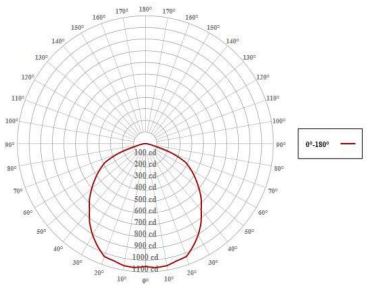
All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. To obtain an IES file specific to your project, please contact the factory.

	LUMENS	850		1250		2000		3000		4000	
	Wattage	11		16		27		38		43	
	Optics	Lumens	LPW	Lumens	LPW	Lumens	LPW	Lumens	LPW	Lumens	LPW
WHS12	FLAT	846	74	1244	78	1997	74	2996	79	3995	93
	DOMED	824	72	1212	76	1936	72	2904	76	3872	90
WHS14	FLAT	845	74	1243	77	1982	73	2973	78	3964	92
	DOMED	823	72	1210	75	1904	71	2856	75	3808	88
WHS16	FLAT	845	74	1243	77	1982	73	2973	78	3964	92
	DOMED	822	72	1209	75	1902	70	2854	75	3805	88
WHS18	FLAT	843	74	1240	77	1978	73	2967	78	3956	92
	DOMED	819	72	1204	75	1895	70	2843	75	3791	88
WHS20	FLAT	841	74	1237	77	1973	73	2959	78	3945	91
	DOMED	815	72	1199	75	1887	70	2830	74	3773	87

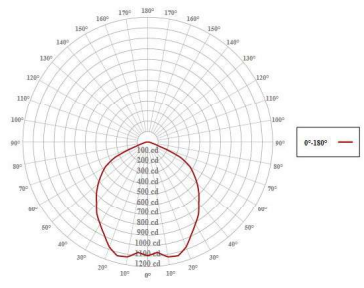
*Acrylic Diffuser option reduces lumens delivered and LPW

LIGHT DISTRIBUTION

DOMED LENS (DL)

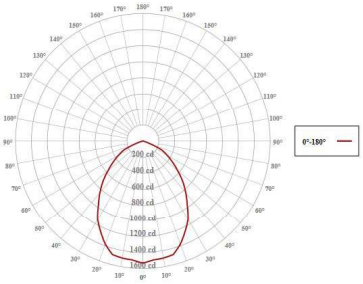


Shown above with 16" Shade (WHS16), White Interior (200-White) and 3000 Lumen (LED38)

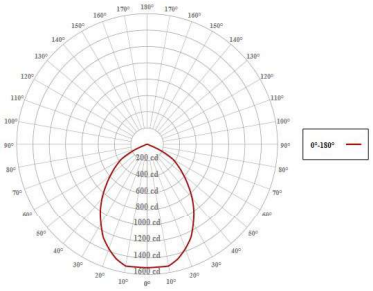


Shown above with 20" Shade (WHS20), White Interior (200-White) and 3000 Lumen (LED38)

FLAT LENS (FL)



Shown above with 16" Shade (WHS16), White Interior (200-White) and 3000 Lumen (LED38)



Shown above with 20" Shade (WHS20), White Interior (200-White) and 3000 Lumen (LED38)

SPECIFICATIONS

CERTIFICATIONS, LISTINGS & WARRANTY

MADE IN THE USA
Manufactured and Hand-Crafted in Our 60,000 Square Foot Facility Located in Titusville, FL

CSA LISTED FOR WET LOCATIONS
Includes All Gooseneck, Stem and Flush Mounting Styles
Acrylic Diffuser is CSA Listed for Damp Locations for Gooseneck and Stem Mounting Styles

CSA LISTED FOR DAMP LOCATIONS
Includes All Chain and Select Cord Hung Mounting Styles
Acrylic Diffuser is CSA Listed for Damp Locations for Chain and Cord Hung Mounting Styles

LIMITED WARRANTY
For Additional Information on Our Limited Warranty, Please See Our Terms & Conditions

OPERATING TEMPERATURE
-30˚C to 40˚C

CONSTRUCTION & FINISH

POWDER COAT SHADE
Hand-Spun from High Purity 3003-O Temper Aluminum

GALVANIZE SHADE
Hand Spun from High Quality Galvanized Steel

PORCELAIN SHADE
Hand-Spun from 20 Gauge Porcelain Steel

POWDER COAT FINISHES
Polyester Powder Coat Finishes Are Electro-Statically Applied and Thermocured

PORCELAIN FINISHES
Applied by Hand and Fired in a High Temperature Oven

COPPER
Hand-Spun from High Purity C11000-O60 ETP Copper

BRASS
Hand-Spun from High Purity C2600-O60 Brass

STEM
1/2" Nominal (0.84" Actual) or 3/4" Nominal (1.05" Actual) Sch 40, 6063 Aluminum Mounting Stem. Custom Lengths Available upon Request.

GOOSENECK
1/2" Nominal (0.84" Actual) or 3/4" Nominal (1.05" Actual) Sch 40, 6063 Aluminum Gooseneck

CORD
Cord-Hung Pendants Include 7' of Standard Cord or 5' of Cloth Cord, +/- For Socket Orientation

CHAIN
4-Gauge Chain Complete with Quick Link for On-Site Adjustments to Chain's Length

LED LIGHT SOURCE

LED TYPE: CREE LMH2 MODULE

INITIAL LUMENS DELIVERED: UP TO 4000 LUMENS

L90(6K) > 36,300 HOURS

AVAILABLE CCT: 2700K, 3000K, 3500K, 4000K
Custom Temperatures Available upon Request

90+ CRI

2 STEP MACADAMS ELLIPSE

EFFICACY: UP TO 93 LPW
High Efficacy Available upon Request, Consult Factory for Additional Information

ELECTRICAL/LED DRIVER

DRIVER TYPE: ERP ESS/T & ESP/T

POWER FACTOR > 0.9

EFFICIENCY: UP TO 87% TYPICAL

INPUT VOLTAGE: 120–277 VAC (SEE DIMMING SECTION)

CLASS 2 POWER SUPPLY

LED DRIVER LIFETIME: > 100,000 HOURS (@ 25 DEG C AMBIENT)

IP64 MINIMUM RATING CASE WITH SILICONE–BASED POTTING

PROTECTIONS
Output Open Load, Over-Current and Short-Circuit (hiccup), and Over-Temperature with Auto Recovery

CONDUCTED AND RADIATED EMI
Compliant with FCC CFR Title 47 Part 15 Class B (120 Vac), Class A (277 Vac) and EN55015 (CISPR 15) at 220, 230 and 240 Vac

COMPLIANT WITH
Complies with Energy Star® DLR (DesignLight Consortium®) and CA Title 24 Technical Requirements

DIMMING

TRI–MODE DIMMING™
Compatible with TRIAC (forward-phase or leading-edge), ELV (reverse-phase or trailing-edge) and 0-10 V Dimmers

DIMMING RANGE 1–100%
The Dimming Range Is Dependent on Each Specific Dimmer. May Not Be Able to Achieve 1% Dimming with Some Dimmers.

TRIAC AND ELV DIMMING ONLY AT 120 VAC

ELV DIMMING AT 230 VAC
Available by Request

COMPATIBLE DIMMERS
Consult Factory for Additional Information on Dimming



Example Elevation

STORMWATER REPORT

Contents:

1 Project Narrative
2 Site Impervious Area Summary
3 Site BMP Infiltration Sizing Calculation
4 Storm Sewer / Overflow / Tributary Area Exhibit
5 Storm Sewer C-Factor Calculation
6 Storm Sewer Sizing Calculation
7 Storm Inlet Capacity Calculation
8 Overflow Route Calculations

Project:
Lake Roots

Location:
475 W. Virginia Street
Crystal Lake

Prepared For:
Lake Roots Holdings LLC

Date:
May 21, 2024



EXPIRES 11-30-25

Prepared By:
Mike Anderson, PE

Haeger Project No.: 23-006



ENGINEERING | SURVEYING | CONSTRUCTION

HAEGER ENGINEERING
consulting engineers · land surveyors
100 East State Parkway, Schaumburg, IL 60173 - tel 847.394.6600 fax 847.394.6608
haegerengineering.com

EXECUTIVE SUMMARY

The property at 475 W. Virginia Street in Crystal Lake is being redeveloped into a proposed restaurant with associated parking. The property was previously a restaurant; the existing building is being expanded and additional property is being included in the site which will be used for expanded parking lot area and outdoor seating area.

The site proposes an increase in overall site impervious area of 2,223-sf on the overall 26,656-sf parcel. Note that this impervious area increase does not include a proposed permeable paver outdoor seating area, which is classified as pervious area.

Stormwater Management (Infiltration)

We believe the site is categorized as a minor development according to the City stormwater ordinance. As such stormwater detention is not required; however because it is within the Crystal Lake Watershed it is required to conform to this City ordinance, specifically related to stormwater infiltration.

The existing site parking lot area directs runoff into two catchbasins located within the parking lot area; these catchbasins then discharge into three existing dry wells on the property. These structures will remain in their current configuration, with cleaning of the structures required as necessary based on condition.

The City Stormwater Ordinance requires that runoff from new impervious areas be infiltrated to 95% of annual volume. Additionally, runoff must be pre-treated prior to infiltration. To accomplish this, new pavement on the southwest portion of the site will runoff into a system of rain gardens and infiltration trenches along the southwest property line.

The new proposed impervious surface area on the site totals 2,223 sf. According to the NRCS Soils Map in the Crystal Lake Watershed Design Manual (Figure 1.6) the predominant hydrologic soil group for the project site area are B-type soils. Based on infiltration tests performed on the property immediately adjacent to this site, previous designed by Haeger Engineering, we have used a soil infiltration rate of 0.5 in/hr. This assumed rate will be confirmed during final permit design.

Pollutant Source Control Plan

Mechanical means (plowing and shoveling) will be used throughout the property for snow removal. Calcium magnesium acetate will be used moderately at the site pedestrian entrances for ice control.

Runoff Control Submittal per McHenry County

We note that the project is considered a Minor Development per the McHenry County ordinance as it disturbs less than 20,000 sf. Per section 15.60.050.E, a runoff control submittal is required including the following items:

> E.2.a. Development Plan (see Site Improvement Plans). Note because of the small size of the project, and it being a redevelopment site in a long-developed area, the applicant requests that a drain tile survey be waived for the project.

IMPERVIOUS COVERAGE CALCULATIONS

All Areas Provided in Square Feet

LOT AREA = 26,656

EXISTING		PROPOSED	
ASPHALT/PAVEMENT	*15,611*	ASPHALT/PAVEMENT	*14,837*
BUILDING	*2,000*	BUILDING + ADDITIONS	*4,467*
CONCRETE	*8*	CONCRETE	*538*
		PERMEABLE PAVEMENT	*1,475*
TOTAL IMPERVIOUS	*17,619*	TOTAL IMPERVIOUS	*21,317*
		NET INCREASE (LESS PERVIOUS)	*2,223*
% IMPERVIOUS	*66.1%*	% IMPERVIOUS	*80.0%*

A. NEW SITE IMPERVIOUS AREA 2223 sf

B. INFILTRATION RATE

Soil Infiltration Rate:	0.5	in/hr (assumed)
Total Infiltration Media Area, Rain Garden:	347.6	sf
Total Infiltration Media Area, Trench:	176	sf
Total Infiltration Media Area, Combined:	523.6	sf
Total System Infiltration Rate:	261.8	sf-in/hr
Total System Infiltration Rate:	0.0061	cfs

C. INFILTRATION CAPACITY & STORAGE REQUIRED

TOTAL AREA REQUIRING INFILTRATION:	0.05	acres
Actual Release Rate:	0.0061	cfs
10-yr, 24 hr Rainfall:	4.47	in

Coeff. c	Runoff Duration t (hours)	Ratio x-hr/24-hr	Rainfall Intensity i(10) (in\hr)	Drainage Area A (acres)	Inflow Rate Q(i)=ci(100)A (cfs.)	Release Rate Q(o) (cfs.)	Storage Rate Q(i)-Q(o) (cfs.)	Storage Required Q(i)-Q(o)*t / 12 (acre-ft.)
0.95	0.08	0.12	6.44	0.051	0.31	0.0061	0.306	0.002
0.95	0.17	0.21	5.63	0.051	0.27	0.0061	0.267	0.004
0.95	0.18	0.22	5.36	0.051	0.26	0.0061	0.254	0.004
0.95	0.20	0.23	5.20	0.051	0.25	0.0061	0.246	0.004
0.95	0.22	0.25	5.05	0.051	0.25	0.0061	0.239	0.004
0.95	0.23	0.26	4.93	0.051	0.24	0.0061	0.233	0.005
0.95	0.25	0.27	4.83	0.051	0.23	0.0061	0.228	0.005
0.95	0.50	0.37	3.31	0.051	0.16	0.0061	0.154	0.006
0.95	1	0.47	2.10	0.051	0.10	0.0061	0.096	0.008
0.95	2	0.58	1.30	0.051	0.06	0.0061	0.057	0.009
0.95	3	0.64	0.95	0.051	0.05	0.0061	0.040	0.010
0.95	6	0.75	0.56	0.051	0.03	0.0061	0.021	0.011
0.95	12	0.87	0.32	0.051	0.02	0.0061	0.010	0.010
0.95	18	0.94	0.23	0.051	0.01	0.0061	0.005	0.008
0.95	24	1.00	0.19	0.051	0.01	0.0061	0.003	0.006
0.95	48	1.08	0.10	0.051	0.00	0.0061	0.000	0.000
0.95	72	1.16	0.07	0.051	0.00	0.0061	0.000	0.000

STORAGE REQUIRED = 0.011 Ac-ft.

= 458 cubic feet

D. SYSTEM STORAGE PROVIDED

Required Storage Volume:	**458**	**cubic feet**
Rain Garden Storage Depth:	1.0	ft
Rain Garden Volume Provided:	347.6	cubic feet
Infiltration Trench Stone Depth:	4	ft
Infiltration Trench Total Volume (stone):	704	cubic feet
Stone Storage Rate:	0.36	
Total Trench Storage Volume:	253	cubic feet
Total System Storage Provided:	**601**	**cubic feet**



NORTH

Scale: 1" = 20

PAVING LEGEND

New Pavement Area
- 1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50
- 2 1/4" Hot Mix Asphalt Binder Course, IL-19, N50
- 10" CA-6 Crushed Aggregate Base Course, Type B

Existing Pavement to be Milled and Resurfaced
- Prime Coat
- 1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50

Concrete Sidewalk
- 5" Portland Cement Concrete
- 4" CA-6 Crushed Aggregate Base Course

Heavy Duty Concrete
- 8" Portland Cement Concrete
- 6" CA-6 Crushed Aggregate Base Course

DRAINAGE LEGEND

- Proposed Catch Basin Tributary
- Overland Flow Route Tributary
- Overland Flow Route Cross Section
- Overland Flow Arrow

Overland Flow Calculations				
	C	i (in/hr)	A (acres)	Q (cfs)
North Overflow	0.9	10.8	0.189	1.84
South Overflow	0.88	10.8	0.147	1.4

A. NEW SITE IMPERVIOUS AREA 2738 sf

B. INFILTRATION RATE

Soil Infiltration Rate:	0.5 in/hr (assumed)
Total Infiltration Media Area, Rain Garden:	347.6 sf
Total Infiltration Media Area, Trench:	176 sf
Total Infiltration Media Area, Combined:	523.6 sf
Total System Infiltration Rate:	261.8 sf-in/hr
Total System Infiltration Rate:	0.0061 cfs

C. INFILTRATION CAPACITY & STORAGE REQUIRED

TOTAL AREA REQUIRING INFILTRATION:	0.06 acres
Actual Release Rate:	0.0061 cfs
10-yr, 24 hr Rainfall:	4.47 in

Coeff. c	Runoff Duration t (hours)	Ratio x-hr/24-hr	Rainfall Intensity i(10) (in/hr)	Drainage Area A (acres)	Inflow Rate Q(i)=ci(100)A (cfs.)	Release Rate Q(o) (cfs.)	Storage Rate Q(i)-Q(o) (cfs.)	Storage Required Q(i)-Q(o)*t 12 (acre-ft.)
0.95	0.08	0.12	6.44	0.063	0.38	0.0061	0.378	0.003
0.95	0.17	0.21	5.63	0.063	0.34	0.0061	0.330	0.005
0.95	0.18	0.22	5.36	0.063	0.32	0.0061	0.314	0.005
0.95	0.20	0.23	5.20	0.063	0.31	0.0061	0.304	0.005
0.95	0.22	0.25	5.05	0.063	0.30	0.0061	0.296	0.005
0.95	0.23	0.26	4.93	0.063	0.29	0.0061	0.288	0.006
0.95	0.25	0.27	4.83	0.063	0.29	0.0061	0.282	0.006
0.95	0.50	0.37	3.31	0.063	0.20	0.0061	0.191	0.008
0.95	1	0.47	2.10	0.063	0.13	0.0061	0.119	0.010
0.95	2	0.58	1.30	0.063	0.08	0.0061	0.071	0.012
0.95	3	0.64	0.95	0.063	0.06	0.0061	0.051	0.013
0.95	6	0.75	0.56	0.063	0.03	0.0061	0.027	0.014
0.95	12	0.87	0.32	0.063	0.02	0.0061	0.013	0.013
0.95	18	0.94	0.23	0.063	0.01	0.0061	0.008	0.012
0.95	24	1.00	0.19	0.063	0.01	0.0061	0.005	0.010
0.95	48	1.08	0.10	0.063	0.01	0.0061	0.000	0.000
0.95	72	1.16	0.07	0.063	0.00	0.0061	0.000	0.000

STORAGE REQUIRED = 0.014 Ac-ft.
= 595 cubic feet

D. SYSTEM STORAGE PROVIDED

Required Storage Volume:	**595 cubic feet**
Rain Garden Storage Depth:	1.0 ft
Rain Garden Volume Provided:	347.6 cubic feet
Infiltration Trench Stone Depth:	4 ft
Infiltration Trench Total Volume (stone):	704 cubic feet
Stone Storage Rate:	0.36
Total Trench Storage Volume:	253 cubic feet
Total System Storage Provided:	**601 cubic feet**

No.	Revision	Date

HAEGER ENGINEERING
consulting engineers | land surveyors
703 Grand Blvd. | Suite 1 | Phone: 847.739.0077 | Fax: 847.739.0088
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

STORM SEWER AND OVERLAND FLOW TRIBUTARY EXHIBIT

BUILDING RENOVATION
475 W. VIRGINIA STREET
CRYSTAL LAKE

Project Manager:	M.L.A
Engineer:	K.J.L
Date:	05.20.2024
Project No.	23-006
Sheet	1/1

Haeger Engineering, LLC

Plot Date: May 20, 2024 - 2:22pm Plotted By: kevin4
File Name: P:\2023\23006\ Drawings\Details\23006ZReviewSewerTributary.dwg

Calculation of C Factors

Assumptions

Impervious C-Factor	=	0.90
Pervious C-Factor	=	0.45

Structure #	Drainage Area				Combined C Factor
	$A_{total\ acre}$	$A_{total\ SF}$	$A_{pervious\ SF}$	$A_{impervious\ SF}$	
Ex Stm MH	0.00	0	0	0	0.00
A1	0.06	2,588	0	2,588	0.90
TOTALS	**0.06**	**2,588**	**0**	**2,588**	**0.90**

Ex CB	0.00	0	0	0	0.00
B1	0.09	3,761	0	3,761	0.90
TOTALS	**0.09**	**3,761**	**0**	**3,761**	**0.90**

10YR - STORM SEWER SIZING CALCULATION

PROJECT: Building Renovation JOB No.: 23-006
SUBJECT: Storm Sewer Calculations
Assumptions: n = 0.013
Initial Tc = 10 Minutes (minimum)
100yr Intensity 10.80 in/hr (Bulletin 75)
10ry Intensity 6.49 in/hr (Bulletin 75)

STORM SPREADSHEET LEGEND

= 100-Year Storm Intensity
= Tributary (to Main) Line
= Mainline
= Secondary Tributary Line

MH/CB No.	c	A (Ac)	cA	Sum cA	Tc (min)	i (in/hr)	q (cfs)	Diam. (in)	Slope (%)	V	L	T	Rim	Invert in	Invert out	Actual Depth of Out Inv.	Min. Depth of Out Req'd	Pipe full Q	Pipe full V	q/Q Capacity	v/V
MAIN LINE A1																					
A1	0.90	0.06	0.053	0.053	10.00	6.49	0.35						902.20		899.20	3.00	2.58				
A1 to Ex Stm MH								12	2.00	3.14	36	0.19						5.04	6.42	0.07	0.49
Ex Stm MH	0.00	0.00	0.000	0.053	10.19	6.49	0.35						901.82	898.48	**<--Invert @ "Ex Stm MH"**						
MAIN LINE B1																					
B1	0.90	0.09	0.078	0.078	10.00	6.49	0.50						902.20		899.17	3.03	2.58				
B1 to Ex CB								12	2.00	3.59	80	0.37						5.04	6.42	0.10	0.56
Ex CB	0.00	0.00	0.000	0.078	10.00	6.49	0.50						901.47	897.57	**<--Invert @ "Ex CB"**						

Grate & Curb Opening Capacities Calculations

Project: Building Renovation
Haeger Project No.: 23-006

Equations

Weir Equation (Grates): Q = CP(h) ^ 1.5 (from Neenah Foundry Co. Engineering Tools) C = Weir coefficient = 3.3 Q = Flow rate (cfs) P = Wetted perimeter of grate (ft) h = Head (ft) Note: this weir equation applies to on-grade grates when head is less than or equal to 0.3'	Orifice Equation: Q = 0.6(A)(2gh) ^ 0.5 (from Neenah Foundry Co. Engineering Tools) Q = flow rate (cfs) A = Open area of grate (sf) g = Gravitation constant = 32.174 ft/s ^ 2 h = Head (ft) Note: orifice equation applies to on-grade grates when head is greater than 0.3'	Weir Equation (Curb Openings): Q = CL(h) ^ 1.5 (from Neenah Foundry Co. Engineering Tools) C = Weir coefficient = 3.3 Q = Flow rate (cfs) L = Unobstructed length of curb opening (ft) h = Head (ft) (max 6") Note: This weir equation applies to structures with curb openings

Project-Related Grate Characteristic Table

Grate Catalogue No.	Grate Type	Open Area, A (sf)	Weir Perimeter, P (ft)	Length of Curb Opening (ft)	% of Curb Opening Unobstructed	Unobstructed Length of Curb Opening, L (ft)	
Neenah R-2502-D	D	0.9	6.0	0.0	N/A	0	(Pavement Structures NOT in Curb Line)
Neenah R-4340-B	B	1.1	6.0	0.0	N/A	0	(Structures in Grass)
Neenah R-3278-A	C	1.2	4.6	1.8	50%	0.9	(Structures in Curb Line at Sag)

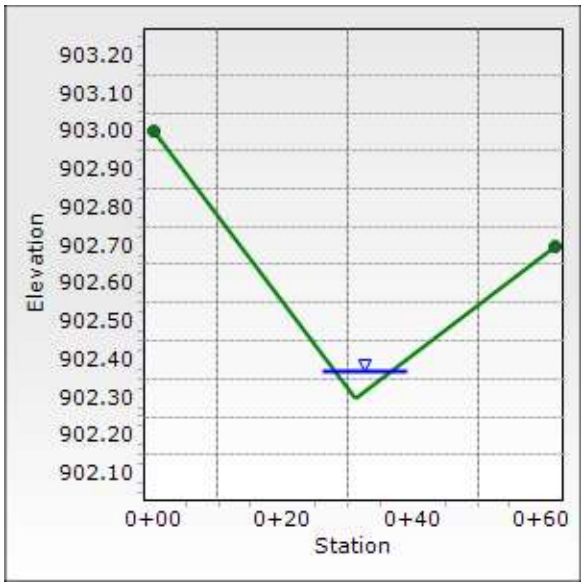
Grate Capacity Calculations

Storm Sewer Stucture ID	C-Factor	Drainage Area (Acres)	Tc (min)	i (in/hr)	Rim Elevation (Feet)	Overflow Elevation (Feet)	Max. Depth of Water over Grates (Feet)	Grate Type	Free Open Area (sf)	Wetted Perimeter (LF)	Grate Capacity (cfs)	Curb Opening Capacity (cfs)	Grate + Curb Opening Capacity (cfs)	Bypassed Flow (cfs)	10-Year Runoff (cfs)	Total Flow to Structure (cfs)	# Grates Required (Each)	# Grates Provided (Each)
A1	0.90	0.059	10.00	6.49	902.20	902.35	0.15	Neenah R-2502-D	0.90	6.0	1.2	0.0	1.2	0.00	0.35	0.35	0.3	1.0
B1	0.90	0.086	10.00	6.49	902.20	902.95	0.75	Neenah R-2502-D	0.90	6.0	3.8	0.0	3.8	0.00	0.50	0.50	0.1	1.0

Cross Section for North Overland Flow

Project Description	
Friction Method	Manning Formula
Solve For	Normal Depth

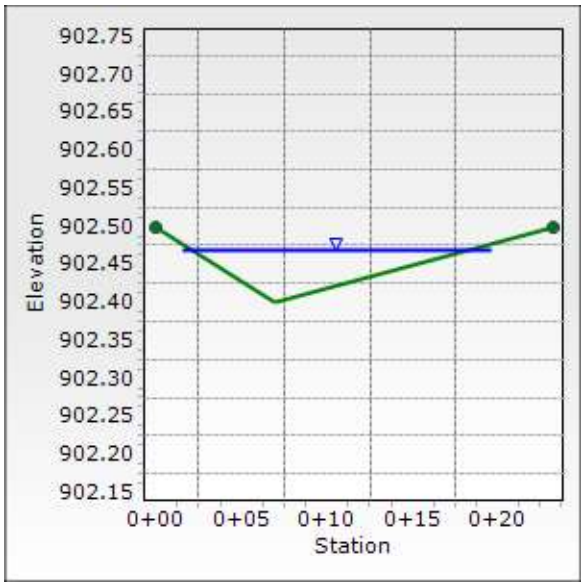
Input Data	
Channel Slope	0.020 ft/ft
Normal Depth	1.4 in
Discharge	1.84 cfs



Cross Section for South Overland Flow

Project Description	
Friction Method	Manning Formula
Solve For	Normal Depth

Input Data	
Channel Slope	0.006 ft/ft
Normal Depth	1.4 in
Discharge	1.40 cfs



Worksheet for North Overland Flow

Project Description

Friction Method	Manning Formula
Solve For	Normal Depth

Input Data

Channel Slope	0.020 ft/ft
Discharge	1.84 cfs

Section Definitions

Station (ft)	Elevation (ft)
0+00	903.00
0+31	902.25
0+62	902.70

Roughness Segment Definitions

Start Station	Ending Station	Roughness Coefficient
(0+00, 903.00)	(0+62, 902.70)	0.013

Options

Current Roughness Weighted Method	Pavlovskii's Method
Open Channel Weighting Method	Pavlovskii's Method
Closed Channel Weighting Method	Pavlovskii's Method

Results

Normal Depth	1.4 in
Roughness Coefficient	0.013
Elevation	902.37 ft
Elevation Range	902.3 to 903.0 ft
Flow Area	0.8 ft²
Wetted Perimeter	12.9 ft
Hydraulic Radius	0.7 in
Top Width	12.94 ft
Normal Depth	1.4 in
Critical Depth	1.8 in
Critical Slope	0.006 ft/ft
Velocity	2.42 ft/s
Velocity Head	0.09 ft
Specific Energy	0.21 ft
Froude Number	1.760
Flow Type	Supercritical

GVF Input Data

Worksheet for North Overland Flow

GVF Input Data	
Downstream Depth	0.0 in
Length	0.0 ft
Number Of Steps	0

GVF Output Data	
Upstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Downstream Velocity	Infinity ft/s
Upstream Velocity	Infinity ft/s
Normal Depth	1.4 in
Critical Depth	1.8 in
Channel Slope	0.020 ft/ft
Critical Slope	0.006 ft/ft

Worksheet for South Overland Flow

Project Description

Friction Method	Manning Formula
Solve For	Normal Depth

Input Data

Channel Slope	0.006 ft/ft
Discharge	1.40 cfs

Section Definitions

Station (ft)	Elevation (ft)
0+00	902.50
0+07	902.35
0+23	902.50

Roughness Segment Definitions

Start Station	Ending Station	Roughness Coefficient
(0+00, 902.50)	(0+23, 902.50)	0.013

Options

Current Roughness Weighted Method	Pavlovskii's Method
Open Channel Weighting Method	Pavlovskii's Method
Closed Channel Weighting Method	Pavlovskii's Method

Results

Normal Depth	1.4 in
Roughness Coefficient	0.013
Elevation	902.47 ft
Elevation Range	902.4 to 902.5 ft
Flow Area	1.1 ft²
Wetted Perimeter	18.1 ft
Hydraulic Radius	0.7 in
Top Width	18.09 ft
Normal Depth	1.4 in
Critical Depth	1.4 in
Critical Slope	0.006 ft/ft
Velocity	1.33 ft/s
Velocity Head	0.03 ft
Specific Energy	0.14 ft
Froude Number	0.967
Flow Type	Subcritical

GVF Input Data

Worksheet for South Overland Flow

GVF Input Data	
Downstream Depth	0.0 in
Length	0.0 ft
Number Of Steps	0

GVF Output Data	
Upstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Downstream Velocity	0.00 ft/s
Upstream Velocity	0.00 ft/s
Normal Depth	1.4 in
Critical Depth	1.4 in
Channel Slope	0.006 ft/ft
Critical Slope	0.006 ft/ft

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Ordinance Amending Chapter 268 of the City Code Relating to the Prohibition of Electronic Sweepstakes Machines

Staff Recommendation: Motion to adopt an Ordinance Amending Chapter 268 of the City Code Relating to the Prohibition of Electronic Sweepstakes Machines

Staff Contact: Melanie Nebel, Executive Assistant

Background:

The City currently allows video gaming devices in bars and restaurants, subject to limitations set forth in Chapter 268 of the City Code as well as licensing by the Illinois Gaming Board. As video gaming is considered legalized gambling, the process is highly regulated at all levels by the Illinois Video Gaming Act. These regulations provides strict controls regarding the video gaming terminals themselves as well as the owners and operators of these devices, the licensed establishments and the use, operation, maintenance and location, of licensed video gaming terminals. In addition to only allowing video gaming in restaurants and bars, the City Code places a limit upon the total number of video gaming establishments within the City and further limits the number of video gaming terminals within each licensed establishment to six.

Over the past several years, there has been a proliferation of electronic machines which are broadly referred to as "electronic sweepstakes machines." These devices are not presently regulated by the State of Illinois. The Illinois Gaming Board has previously issued comments to the effect that these devices are illegal. Operators of these machines contend that the use and operation of the machines does not constitute gambling.

In response to this issue, a number of municipalities have adopted ordinances banning these devices from their communities. The policy decisions behind these bans include:

- Operators of sweepstakes machines are not licensed by any public agency, consequently, no criminal background checks are required to be conducted.
- The fairness and integrity of the sweepstakes games are not regulated by any public agency.
- The results for the sweepstakes games are not publicly reported. Regulated video gaming machines are required to include accounting software to record total transactions and payout percentages.

- Sweepstakes machines compete with regulated video gaming establishments but are not subject to the regulatory framework of the Video Gaming Act and therefore pay no gaming taxes.
- Sweepstakes machine operators are not required to prohibit access to underage individuals nor are their operators required by law to offer customers information regarding compulsive gambling counseling options.

The attached ordinance would prohibit electronic sweepstakes machines from being operated within the City. If approved, the ordinance would take effect on September 6, 2024.

Votes Required to Pass:

A simple majority vote of the corporate authorities is required for adoption of the ordinance.

Ordinance #:
File

ORDINANCE ADOPTING SECTION 268-4 OF THE CODE OF ORDINANCES OF THE CITY OF CRYSTAL LAKE RELATING TO ELECTRONIC SWEEPSTAKES MACHINES.

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 except as limited by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, Illinois has seen a proliferation of electronic games broadly described as "sweepstakes machines," 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 Section 268-4 of the Code of Ordinances of the City of Crystal Lake (the "Code") in order to prohibit the operation of electronic sweepstakes machines within the City.

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 Section 268-4. Section 268-4 of the City Code is hereby adopted and shall hereinafter provide as follows:

A. **Definitions.** For purposes of this section, the following terms shall be defined as follows:

"Electronic machine or device" means a mechanically, electrically, or electronically operated machine or device, that is intended to be used by a sweepstakes entrant, that uses energy, and that is capable of displaying information on a screen or other mechanism that is owned, leased, or otherwise possessed by a sweepstakes sponsor or promoter, or any of the partners, affiliates, subsidiaries or contractors of the sweepstakes sponsors or promoters.

Draft

"Enter" or "entry" means the act or process by which a person becomes eligible to receive any prize offered in a sweepstakes.

"Entertainment display" means visual information capable of being seen by a sweepstakes entrant that takes the form of actual game play or simulated game play including, but not limited to a poker game or any other kind of playing card game; a bingo game; a craps game; a keno game; a lotto game; an eight-liner game; a pot-of-gold game; a game based on or involving the random or chance matching of different pictures, words, numbers of symbols not dependent on the skill or dexterity of the player; a casino or gambling game; and any other video game the outcome of which is not in whole or in part dependent on the skill or dexterity of the player that is played or may be played in the course of revealing a prize as a result of an entry into a sweepstakes.

"Entrant" is any person that enters a sweepstakes.

"Prize" means any gift, award, gratuity, goods, service, credit, or anything else of value, which may be transferred to a person, whether possession of the prize is actually transferred or placed on an account or other record as evidence of the intent to transfer the prize.

"Sweepstakes" means any game, advertising scheme or plan, or other promotion which, with or without payment of any consideration, a person may enter to win or become eligible to receive any prize, the determination of which is based upon an element of chance.

B. It shall be unlawful for any person to own, lease, operate, or place into operation an electronic machine or device in any location open to the public within the City of Crystal Lake for the following purposes:

1. To conduct a sweepstakes through the use of an entertainment display including the entry process or the reveal of a prize; or

2. To promote a sweepstakes that is conducted through the use of an entertainment display including the entry process or the reveal of a prize.

Draft

C. **Video Gaming Terminals—Not Prohibited**. Nothing contained in this section shall be construed as prohibiting duly licensed video gaming terminals as authorized and licensed pursuant to Section 268-3 of this Code.

D. **Violation—Penalty.** Any person violating any provision of this section shall be fined not less than two hundred fifty dollars nor more than seven hundred fifty dollars for each offense. Each machine or device found to be in violation, and each day such violation occurs or continues, shall constitute a separate and distinct offense.

SECTION THREE Effective Date. This Ordinance shall be in full force and effect on September 6, 2024, following its passage, approval, and publication in pamphlet form in the manner provided by law.

Draft

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

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

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: August 6, 2024

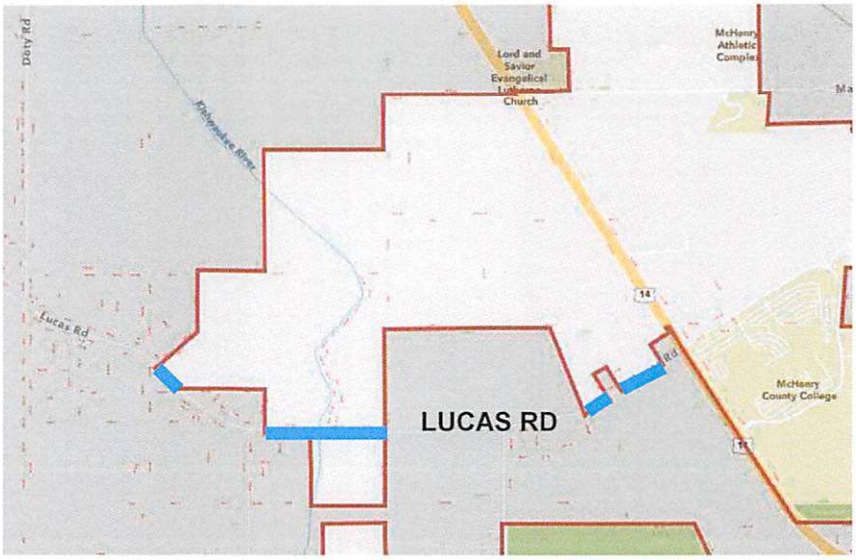
Item: Intergovernmental Agreement (IGA) with Dorr Township Highway Department for the Resurfacing of Lucas Road

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute the Lucas Road Intergovernmental Agreement with the Dorr Township Highway Department

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

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Background:
The 2024 Dorr Township Resurfacing Program includes the resurfacing of Lucas Road from Doty Road to US Route 14. The City has jurisdiction over four (4) non-contiguous sections of Lucas Road that total approximately 6,200 feet between Doty Road and US Route 14 (see highlighted blue sections on map below.) The remaining portions are under the jurisdiction of the Dorr Township Highway Department (Township).



The entire length of Lucas Road is in need of resurfacing. The township will lead the project (preparing plans, bidding, awarding and supervising construction) with the City reimbursing the township for the costs associated with the four (4) City sections. The City's FY 2024B resurfacing budget includes funds for the City's sections of Lucas Road. An intergovernmental agreement has been prepared detailing the above arrangement. The estimated cost of the City's portion is approximately $63,000. The exact

final cost will be based on unit prices for the quantities constructed on the City sections. Ownership and maintenance of Lucas Road will not change.

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

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE and Dorr Townhip have both identified the need to have an Annual Street Resurfacing Program to keep the City and Township roadways in a state of good repair; and

WHEREAS Dorr Township Highway Department has identified the need to resurface Lucas Road from Doty Road to US Route 14

WHEREAS the City has jurisdiction over portions of Lucas Road which is scheduled to be resurfaced with the 2024 Dorr Township Resurfacing Program.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an intergovernmental agreement between the CITY OF CRYSTAL LAKE and the Dorr Township Highway Department for the cost to complete the roadway resurfacing along Lucas Road within the City limits.

DATED this 6th day of August, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

Draft

AGREEMENT
BETWEEN THE DORR TOWNSHIP ROAD DISTRICT
AND THE CITY OF CRYSTAL LAKE
FOR IMPROVEMENTS ALONG LUCAS ROAD

THIS AGREEMENT (the "AGREEMENT") entered into the _____ day of _____ A.D. 2024 and between the Dorr Township Road District (hereinafter referred to as the TOWNSHIP) and the City of Crystal Lake, and Illinois Municipal Corporation, acting by and through its Mayor and City Council (hereinafter referred to as the CITY).

WITNESSETH

WHEREAS, Lucas Road is a minor east-west local road; and

WHEREAS, four separate portions of Lucas Road from US Highway 14 to approximately 6,200 feet west of US Highway 14 are under the jurisdiction of the CITY (the "City Section"); and

WHEREAS, remaining portions of Lucas Road from US Highway 14 to approximately 6,200 feet west of US Highway 14 are under the jurisdiction of the TOWNSHIP (the "Township Section"); and

WHEREAS, the Township Section of Lucas Road is scheduled to be resurfaced in connection with the Township's annual resurfacing program; and

WHEREAS, it is an advantageous time for the City Section of Lucas Road to be resurfaced; and

WHEREAS, improvement of the City Section of Lucas Road will be of immediate and lasting benefit to the residents of the CITY and the TOWNSHIP, and will be permanent in nature; and

WHEREAS, there can be public benefit derived by a cooperative approach between the CITY and the TOWNSHIP to the improvement in terms of efficiency of effort and resources; and

WHEREAS, the TOWNSHIP requested competitive bids for the TOWNSHIP'S resurfacing program; and

Draft

WHEREAS, at the request of the CITY, the TOWNSHIP requested that the bids include resurfacing of the City Section of Lucas Road; and

WHEREAS, following competitive bidding, the TOWNSHIP has entered into a contract with Geske and Sons Inc. to complete the Township's annual resurfacing program and such contract includes the resurfacing of the City Section of Lucas Road; and

WHEREAS, the CITY and the TOWNSHIP are authorized to enter into this Agreement pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220) and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the TOWNSHIP and the CITY agree as follows;

1. The TOWNSHIP agrees to act as Lead Agency for construction and construction engineering in connection with the resurfacing of both the City Section and the Township Section of Lucas Road.

2. The CITY shall be responsible for all costs associated with the construction of the City Section of Lucas Road.

3. The TOWNSHIP shall invoice the CITY at the completion of the project for the CITY'S share of the actual construction as estimated in Exhibit A. The CITY further agrees that it will promptly pay all invoices submitted to it by the TOWNSHIP in accordance with the provisions of this paragraph.

4. The TOWNSHIP agrees to indemnify, defend, and hold harmless the CITY, its elected officials, its duly appointed officials, agents, employees, and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the TOWNSHIP arising from the provisions of this agreement.

5. The CITY agrees to indemnify, defend, and hold harmless the TOWNSHIP, its elected officials, its duly appointed officials, agents, employees, and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the CITY arising from the provisions of this agreement.

6. It is mutually agreed by and between the parties hereto that nothing contained in this AGREEMENT is intended nor shall be construed in any manner or form to limit the power

Draft

or authority of the CITY or the CITY Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any highway within the jurisdiction of the CITY as best determined by the City and as provided by law.

7. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of partners between the parties hereto, or as constituting the CITY (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of the TOWNSHIP for any purpose, or in any manner, whatsoever. The CITY is to be and shall remain independent of the TOWNSHIP with respect to all services performed under this AGREEMENT.

8. It is mutually agreed by and between the parties hereto that the provisions of this AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.

9. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that this AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.

10. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.

11. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.

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12. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto as follows:

DORR TOWNSHIP ROAD DISTRICT
12322 Davis Road
Woodstock, IL 60098
Attention: John Fuller
Dorr Township Highway Commissioner

CITY OF CRYSTAL LAKE
100 West Woodstock Street
Crystal Lake, Illinois 60014
Attention: Mr. Eric Helm
City Manager

13. The terms of THIS AGREEMENT will be construed in accordance with the laws of Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

14. Each Person Signing below on behalf on one of the parties hereto agrees, represents, and warrants that he or she has been duly and validly authorized to sign THIS AGREEMENT on behalf of their party.

Draft

ATTEST:

_____
Clerk
City of Crystal Lake

CITY OF CRYSTAL LAKE

By: _____
Mayor
City of Crystal Lake

ATTEST:

_____
Clerk
Dorr Township

DORR TOWNSHIP ROAD DISTRICT

By: _____
Highway Commissioner
Dorr Township

EXHIBIT A

Lucas Road Resurfacing IGA City Estimated Cost

ITEM	COST
Pavement Improvements	$55,279.57
Engineering	$2,763.98
Culvert Repair Estimate	$5,000.00
	$63,043.55

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Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: August 6, 2024

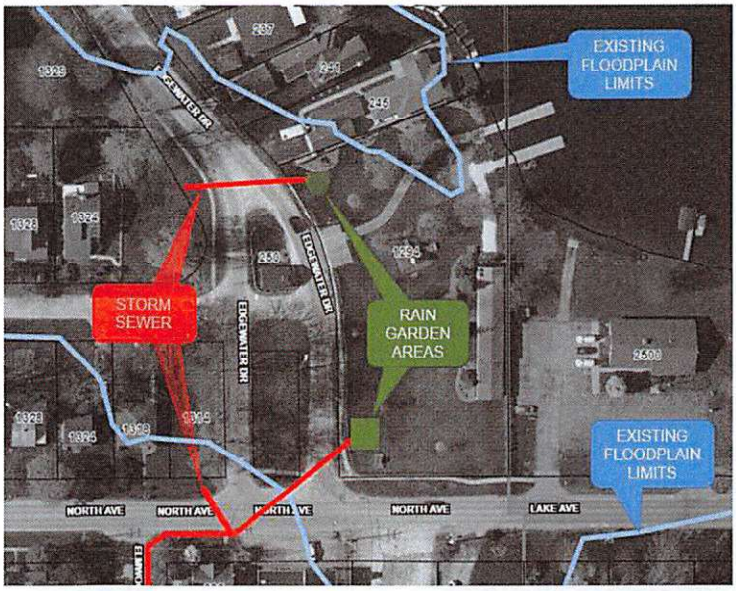
Item: Approval of an Intergovernmental Agreement between the Crystal Lake Park District (CLPD) and the City of Crystal Lake regarding the Edgewater Drainage Improvement

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an Agreement between the CLPD and the City of Crystal Lake regarding the Edgewater Drainage Improvement

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

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Background:
The City's Edgewater Drainage Improvement is located at the west end of Crystal Lake along Edgewater Drive near North Avenue and Kamijima Park. It will provide some relief for flooding in the area through the installation of storm sewer and rain gardens. Engineering is complete. An intergovernmental agreement is needed with the Crystal Lake Park District (CLPD) for work taking place in Kamijima Park. The agreement allows the City's contractor to complete the work within the park and allows the City to maintain the new rain gardens.



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

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE is desirous of constructing a stormwater improvement along Edgewater Drive to reduce flooding in the area during high intensity rain events; and

WHEREAS a portion of the improvements will be completed within Kamijima Park, which is owned by the Crystal Lake Park District; and

WHEREAS an agreement between the Crystal Lake Park District and the City of Crystal Lake Regarding the Edgewater Drainage Improvements is needed in order to construct the improvements in Kamijima Park and provide maintenance for the new rain gardens.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the Crystal Lake Park District and the City of Crystal Lake Regarding the Edgewater Drainage Improvements.

DATED this 6th day of August, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

PREPARED BY AND
AFTER RECORDING
RETURN TO:

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

INTERGOVERNMENTAL AGREEMENT AND GRANT OF EASEMENT BETWEEN THE CRYSTAL LAKE PARK DISTRICT AND THE CITY OF CRYSTAL LAKE FOR THE EDGEWATER DRAINAGE IMPROVEMENT

THIS INTERGOVERNMENTAL AGREEMENT entered into this ____ day of _____, 2024 (the "AGREEMENT") between Crystal Lake Park District ("CLPD") and the City of Crystal Lake ("CITY").

WHEREAS, the CITY desires to construct certain improvements which will install new storm sewer near the intersection of Edgewater Drive and North Avenue as well as regrading and creation of two new small rain gardens within Naoki Kamijima Park and associated appurtenances (all of which may be referred to individually or collectively referred to herein as the "Improvements"), as depicted in the final design engineering plans and specifications prepared by Clark Dietz dated June 10, 2024 (the "Plan and Specifications") which are incorporated herein by reference and made a part hereof; and

WHEREAS, the CLPD owns that certain real property at 18-01-176-015 commonly known as Naoki Kamijima Park and legally described in Exhibit A (the "CLPD Property"); and

WHEREAS, the Improvements shall be constructed in substantial conformance with the Plans and Specifications; and

WHEREAS, the CITY wishes to install and maintain portions of the Improvements on those portions of the CLPD Property depicted on Exhibit B as a Rain Garden Easement (the "Easement Area")

WHEREAS, CLPD agrees to grant to the CITY a perpetual easement for the installation, repair, maintenance and replacement of the Improvements upon the Easement Area; and

NOW THEREFORE, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY AND CLPD agree as follows:

1. CLPD does hereby grant, convey and warrant to the CITY and its contractors, forever, a non-exclusive perpetual Rain Garden Easement as shown on Exhibit B over, under and across those portions of the Easement Area for the purposes of construction of the IMPROVEMENTS as well as the maintenance, operation, repair, removal, use, alteration

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of, and replacement of the IMPROVEMENTS, together with the right of access at all reasonable times to the Easement Area and over the Easement Area for those purposes.

2. CLPD also hereby grants, conveys and warrants to the CITY and its contractors, a Temporary Construction Easement as shown on Exhibit B over, under and across those portions of the Temporary Construction Easement for the purposes of the initial construction of the IMPROVEMENTS. The Temporary Construction Easement shall automatically terminate and be of no further force or effect following the initial construction of the IMPROVEMENTS and acceptance thereof by the CITY or December 31, 2025, whichever is earlier.

3. CLPD, its successors and assigns, shall have and retain all rights to the use and occupation of the Easement Areas for its use and the use of the public, except as herein expressly granted and provided; and such use and occupation by CLPD shall not be unnecessarily interfered with by any installation of the CITY permitted by this Intergovernmental Agreement.

4. The costs of construction, repairs and maintenance of the IMPROVEMENTS, shall be paid by the CITY. In the event any construction liens are filed against CLPD's Property, or any part thereof, or liens upon the public funds of CLPD are filed in connection with any work performed by or on behalf of the CITY or in connection with any act or omission of the CITY pursuant to this Agreement, the CITY shall have said liens immediately discharged of record.

5. The City shall be permitted at all reasonable times to inspect the Easement Areas and to enter upon the Easement Areas to ensure that the terms of this Intergovernmental Agreement are being fulfilled and to perform maintenance and necessary landscaping work as provided herein. In and during whatever construction, operation, maintenance, inspection, repair, reconstruction, replacement or relocation that is or becomes necessary with respect to said IMPROVEMENTS, so much of the surface or subsurface of CLPD's Property as may be disturbed will, at the expense of the CITY, be repaired so that it is in substantially the same condition as it was prior to such disturbance, including lawns and landscaping, paths and the like which were disturbed in the course of doing work. The CITY shall be responsible for all restoration of the Easement Area and all maintenance of the IMPROVEMENTS.

6. The CITY will cause the least possible interference with the activities of CLPD and the public on CLPD's Property in connection with this Intergovernmental Agreement.

7. The CITY hereby covenants and agrees to save, defend, indemnify and hold harmless CLPD, its elected and appointed officials, officers, employees, agents and the like, from and against any and all claims, demands, suits, cause of actions (at law or in equity), judgments, liabilities, or expenses, including, but not limited to, reasonable attorneys' fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to the Easement Areas, the Temporary Construction Easement, this Intergovernmental Agreement or the construction, maintenance or installation of IMPROVEMENTS undertaken as part of this Intergovernmental Agreement, irrespective of whether required,

Draft

optional or voluntary, as may be performed by the CITY or any agent of the CITY, including but not limited to any personal injuries, death, property damages and contract or lien claims in respect to the Easement Areas and this Intergovernmental Agreement.

8. Notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested, by hand delivery or by a national overnight carrier, and shall be addressed as follows:

   CRYSTAL LAKE PARK DISTRICT
   One E. Crystal Lake Avenue
   Crystal Lake, Illinois 60014
   Attention: Jason Herbster
   Executive Director

   CITY OF CRYSTAL LAKE
   100 W. Woodstock Street
   Crystal Lake, Illinois 60014
   Attention: Eric Helm
   City Manager

9. Any contract entered into by the CITY for engineering and/or construction of IMPROVEMENTS in accordance with this Intergovernmental Agreement shall contain and extend indemnification, insurance requirements, and warranties to the CITY and to the CLPD. Certificates of insurance and insurance policy endorsements shall be required by the CITY of such contractors and shall name the CLPD as an additional insured. Any contract entered into by the CITY for construction in the Easement Areas shall specify that the contractor and any subcontractors shall follow the Prevailing Wage Act or the Davis Bacon Act.

10. Nothing herein shall be construed to create any rights or duties to third parties, it being the parties' mutual intent that there be no third party beneficiaries to this Intergovernmental Agreement.

11. This Intergovernmental Agreement shall be construed in accordance with the laws of the State of Illinois. Jurisdiction for any dispute shall be in the 22nd Judicial Circuit, McHenry County, Illinois.

12. If any term or provision contained in this Intergovernmental Agreement shall, to an extent, be deemed invalid or unenforceable, the remainder of the Intergovernmental Agreement shall not be affected thereby and each term, provision and condition of this Intergovernmental Agreement shall be valid and unenforceable to the fullest extent permitted by law.

13. The perpetual easement and all covenants and conditions herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

14. The recitals to this Intergovernmental Agreement are incorporated by this reference.

Draft

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the day and year first written above.

Crystal Lake Park District

By: _____
President, Sarah Michelhl

Attest:

_____
Secretary, Jason Herbster

City of Crystal Lake

By: _____
Eric Helm, City Manager

Attest:

_____
Nick Kachiroubas, Clerk

Draft

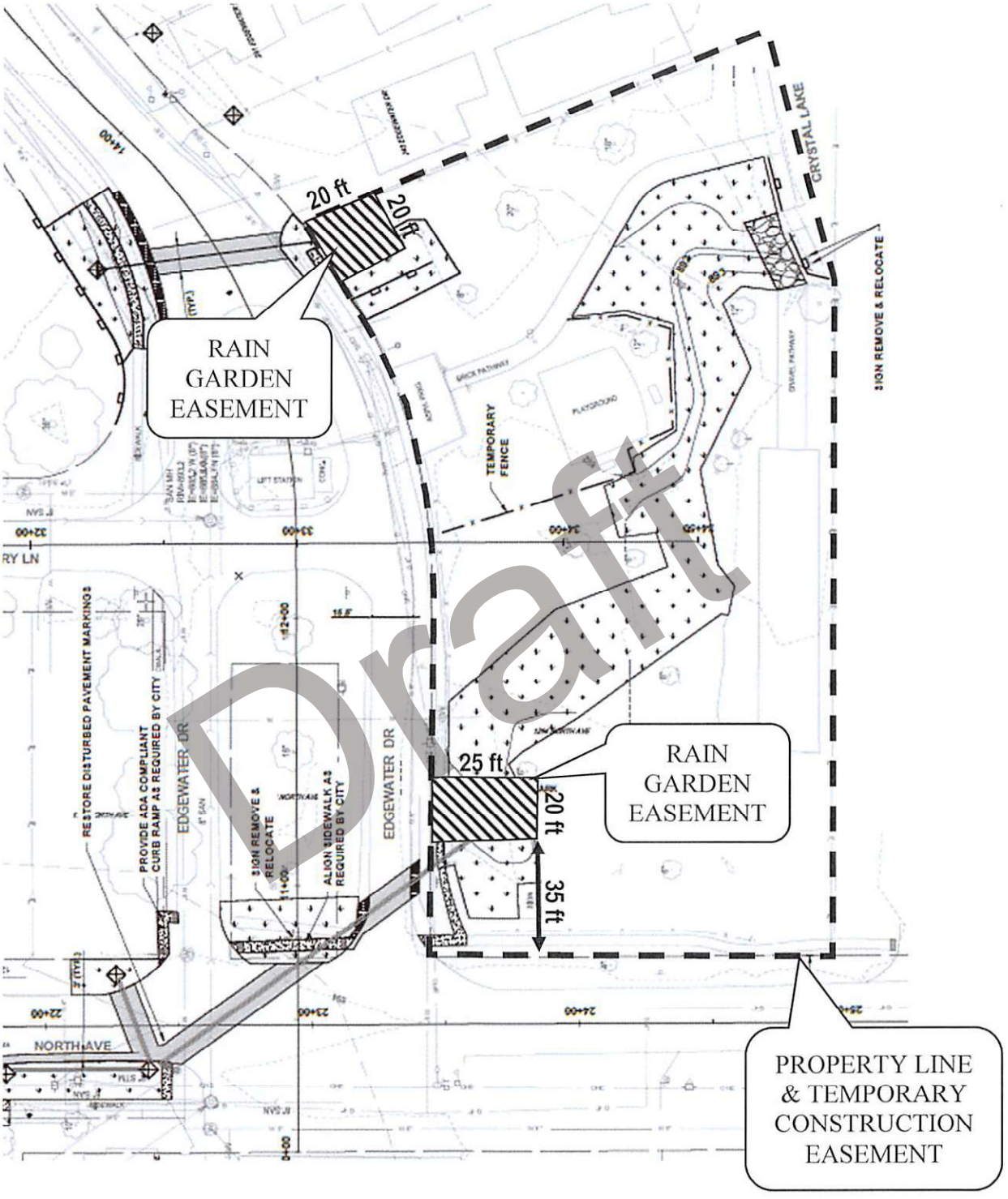
EXHIBIT A

18-01-176-015

Lots 6 to 11, both inclusive, in Block 41 in R. A. Cepek's Crystal Vista, a Subdivision of part of Section 1, Township 43 North, Range 7 East of the Third Principal Meridian, and part of Section 36, Township 44 North, Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded February 11, 1927 as Document No. 76823 in Book 6 of Plats, page 18, in McHenry County, Illinois.

Draft

EXHIBIT B



Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Bid Award – Edgewater Drainage Improvements

Staff Recommendation: Motion to award the bid for construction of the Edgewater Drainage Improvements to the lowest responsive and responsible bidder, H. Linden & Sons Sewer and Water, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with H. Linden & Sons Sewer and Water, Inc. in the amount of $310,269.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:

The City's Edgewater Drainage Improvement project will be located at the west end of Crystal Lake, along Edgewater Drive near North Avenue and Kamijima Park. The drainage improvements will include the installation of new storm sewers and rain gardens designed to reduce roadway and parkway flooding in the area during typical rainfall events. This project has been developed as part of the City's Stormwater Solutions initiative, which focuses on areas that experience repetitive structure and street flooding from surface water runoff. Kamijima Park and Edgewater Drive are located in the FEMA floodplain at or below the



base flood elevation of the lake; therefore, relief from flooding in this area will be limited. This area will still experience flooding during large and heavy rainfall events.

On July 23, 2024, the City of Crystal Lake publicly opened and read aloud the bids received for the Edgewater Drainage Improvements project. The City received six responsive bids and one non-responsive bid (required bonds not submitted). The following is a breakdown of the responsive bids:

Bidder	*Bid Amount*
H. Linden & Sons Sewer and Water, Inc [1]	$310,269.00
Copenhaver Construction, Inc.	$314,287.00
Alliance Contractors, Inc.	$328,003.90
Berger Contractors, Inc.	$398,211.00
Foundation Mechanics, LLC	$447,430.00
Campanella & Sons, Inc.	$453,729.00

[1] Indicates Recommended Lowest Responsive and Responsible Bidder

Recommendation:

City staff has reviewed the bids received for completeness and accuracy in accordance with the invitation to bid document. It is the recommendation of City staff to award the Edgewater Drainage Improvements contract to the lowest responsive and responsible bidder, H. Linden & Sons Sewer and Water, Inc., in the amount of $310,269.00.

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

Funds have been budgeted for this project in Fiscal Year 2024B. Additionally, the project has received $120,455.00 in Community Development Block Grant (CDBG) funds from the United States Government, administered through McHenry County, to reduce the City's financial participation in this project by approximately forty percent (40%).

Votes Required to Pass:

Simple majority

R E S O L U T I O N

WHEREAS the CITY desires to reduce the impacts of repetitive surface water flooding throughout the City following the City's Stormwater Solutions Initiative; and

WHEREAS the Edgewater Drainage Improvements project has been developed as part of the City's Stormwater Solutions Initiative to help mitigate surface water flooding in the area of Edgewater Drive near North Avenue during normal rainfall events ; and

WHEREAS the CITY received and publicly opened bids for the Edgewater Drainage Improvements project on July 23, 2024; and

WHEREAS the lowest responsive and responsible bidder is H. Linden & Sons Sewer and Water, Inc., Plano, Illinois.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and H. Linden & Sons Sewer and Water, Inc. for Edgewater Drainage Improvements project in the bid amount of $310,269.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

DATED this 6th day of August, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

Draft

H. Linden + Sons Sewer + Water

CITY OF CRYSTAL LAKE
EDGEWATER DRIVE DRAINAGE IMPROVEMENTS
ENGINEER'S ESTIMATE

CLARK DIETZ, INC.
BY: DPP | CHECKED BY: CSG
DATE: 6/27/24

	ITEM NO.	IDOT NO.	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
*	1	20101000	TEMPORARY FENCE	FOOT	250	10.00	2,500.00
*	2	20101200	TREE ROOT PRUNING	EACH	6	140.00	840.00
*	3	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	3	50.00	150.00
*	4	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	3	100.00	300.00
*	5	20200100	EARTH EXCAVATION	CU YD	20	70.00	1,400.00
*	6	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	52.00	5,200.00
*	7	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2160	8.00	17,280.00
*	8	25000100	SEEDING, CLASS 1A	ACRE	0.45	10,000.00	4,500.00
*	9		WETLAND SEEDING MIX	SQ YD	90	30.00	2,700.00
*	10	25100630	EROSION CONTROL BLANKET	SQ YD	2160	3.00	6,480.00
*	11	28000400	PERIMETER EROSION BARRIER	FOOT	250	3.00	750.00
*	12	28000500	INLET AND PIPE PROTECTION	EACH	9	180.00	1,620.00
*	13	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	146	7.00	1,022.00
*	14	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	35	9.00	315.00
*	15	35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	400	12.00	4,800.00
*	16	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1086	14.00	15,204.00
*	17	42400800	DETECTABLE WARNINGS	SQ FT	72	42.00	3,024.00
*	18	44000100	PAVEMENT REMOVAL	SQ YD	400	10.00	4,000.00
*	19	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	35	10.00	350.00
*	20	44000600	SIDEWALK REMOVAL	SQ FT	1086	3.00	3,258.00
*	21	48101600	AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	45	40.00	1,800.00
*	22		METAL FLARED END SECTIONS 10"	EACH	2	700.00	1,400.00
*	23	54262712	METAL FLARED END SECTIONS 12"	EACH	1	800.00	800.00
*	24	60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	2	5,000.00	10,000.00
*	25	60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	4	3,000.00	12,000.00
*	26	60500060	INLET REMOVAL	EACH	1	50.00	50.00
*	27	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	100	75.00	7,500.00
*	28	67100100	MOBILIZATION	L SUM	1	5,000.00	5,000.00
*	29	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	30.00	3,000.00
*	30	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	60	40.00	2,400.00
*	31	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	100.00	1,200.00
*	32		CLASS D PATCH, 4 INCH	SQ YD	400	60.00	24,000.00
*	33		STORM SEWERS, DIP, 10"	FOOT	90	190.00	17,100.00
*	34		STORM SEWERS, DIP, 12"	FOOT	393	222.00	87,246.00
*	35		SIGN REMOVE & RELOCATE	EACH	4	1,000.00	4,000.00
*	36		FENCE REMOVAL & REPLACEMENT	FOOT	40	51.00	2,040.00
*	37		TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	23,000.00	23,000.00
*	38		CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	5,000.00	5,000.00
*	39		HMA DRIVEWAY PAVEMENT, 2"	SQ YD	35	58.00	2,030.00
*	40		AGGREGATE SURFACE COURSE, 2"	SQ YD	45	58.00	2,610.00
*	41		STRUCTURE ADJUSTMENT (INCLUDES CHIMNEY SEAL)	EACH	1	2,000.00	2,000.00
*	42		REMOVE AND RELOCATE MAILBOX	EACH	2	200.00	400.00
*	43		OWNER ALLOWANCE	DOLLAR	20000	$ 20,000.00	$ 20,000.00
						TOTAL	$ 310,269.00
			TOTAL IN WRITING				

Copenhaver Construction

CITY OF CRYSTAL LAKE
EDGEWATER DRIVE DRAINAGE IMPROVEMENTS
ENGINEER'S ESTIMATE

CLARK DIETZ, INC.
BY: DPP | CHECKED BY: CSG
DATE: 6/27/24

	ITEM NO.	IDOT NO.	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
*	1	20101000	TEMPORARY FENCE	FOOT	250	6	$1,500.00
*	2	20101200	TREE ROOT PRUNING	EACH	6	10	$60.00
*	3	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	3	50	$150.00
*	4	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	3	60	$180.00
*	5	20200100	EARTH EXCAVATION	CU YD	20	59	$1,180.00
*	6	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	50	$5,000.00
*	7	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2160	6	$12,960.00
*	8	25000100	SEEDING, CLASS 1A	ACRE	0.45	3,000	$1,350.00
*	9		WETLAND SEEDING MIX	SQ YD	90	10	$900.00
*	10	25100630	EROSION CONTROL BLANKET	SQ YD	2160	3	$6,480.00
*	11	28000400	PERIMETER EROSION BARRIER	FOOT	250	5	$1,250.00
*	12	28000500	INLET AND PIPE PROTECTION	EACH	9	170	$1,530.00
*	13	`35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	146	15	$2,190.00
*	14	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	35	30	$1,050.00
*	15	35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	400	15	$6,000.00
*	16	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1086	17	$18,462.00
*	17	42400800	DETECTABLE WARNINGS	SQ FT	72	45	$3,240.00
*	18	44000100	PAVEMENT REMOVAL	SQ YD	400	17	$6,800.00
*	19	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	35	20	$700.00
*	20	44000600	SIDEWALK REMOVAL	SQ FT	1086	4	$4,344.00
*	21	48101600	AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	45	35	$1,575.00
*	22		METAL FLARED END SECTIONS 10"	EACH	2	800	$1,600.00
*	23	54262712	METAL FLARED END SECTIONS 12"	EACH	1	900	$900.00
*	24	60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	2	7,500	$15,000.00
*	25	60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	4	2,700	$10,800.00
*	26	60500060	INLET REMOVAL	EACH	1	600	$600.00
*	27	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	100	0.01	$1.00
*	28	67100100	MOBILIZATION	L SUM	1	21,000	$21,000.00
*	29	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	9	$900.00
*	30	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	60	20	$1,200.00
*	31	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	35	$420.00
*	32		CLASS D PATCH, 4 INCH	SQ YD	400	58	$23,200.00
*	33		STORM SEWERS, DIP, 10"	FOOT	90	155	$13,950.00
*	34		STORM SEWERS, DIP, 12"	FOOT	393	155	$60,915.00
*	35		SIGN REMOVE & RELOCATE	EACH	4	500	$2,000.00
*	36		FENCE REMOVAL & REPLACEMENT	FOOT	40	20	$800.00
*	37		TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	45,000	$45,000.00
*	38		CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	13,000	$13,000.00
*	39		HMA DRIVEWAY PAVEMENT, 2"	SQ YD	35	110	$3,850.00
*	40		AGGREGATE SURFACE COURSE, 2"	SQ YD	45	10	$450.00
*	41		STRUCTURE ADJUSTMENT (INCLUDES CHIMNEY SEAL)	EACH	1	800	$800.00
*	42		REMOVE AND RELOCATE MAILBOX	EACH	2	500	$1,000.00
*	43		OWNER ALLOWANCE	DOLLAR	20000	$ 20,000.00	$ 20,000.00
						TOTAL	$314,287.00

TOTAL IN WRITING	

Alliance Contractors

CITY OF CRYSTAL LAKE
EDGEWATER DRIVE DRAINAGE IMPROVEMENTS
ENGINEER'S ESTIMATE

CLARK DIETZ, INC.
BY: DPP | CHECKED BY: CSG
DATE: 6/27/24

	ITEM NO.	IDOT NO.	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
*	1	20101000	TEMPORARY FENCE	FOOT	250	$ 7.50	$ 1,875.00
*	2	20101200	TREE ROOT PRUNING	EACH	6	$ 200.00	$ 1,200.00
*	3	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	3	$ 90.00	$ 270.00
*	4	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	3	$ 700.00	$ 2,100.00
*	5	20200100	EARTH EXCAVATION	CU YD	20	$ 20.00	$ 400.00
*	6	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	$ 10.00	$ 1,000.00
*	7	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2160	$ 0.10	$ 216.00
*	8	25000100	SEEDING, CLASS 1A	ACRE	0.45	$ 2,420.00	$ 1,089.00
*	9		WETLAND SEEDING MIX	SQ YD	90	$ 150.00	$ 13,500.00
*	10	25100630	EROSION CONTROL BLANKET	SQ YD	2160	$ 5.00	$ 10,800.00
*	11	28000400	PERIMETER EROSION BARRIER	FOOT	250	$ 8.00	$ 2,000.00
*	12	28000500	INLET AND PIPE PROTECTION	EACH	9	$ 25.00	$ 225.00
*	13	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	146	$ 6.00	$ 876.00
*	14	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	35	$ 8.00	$ 280.00
*	15	35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	400	$ 12.00	$ 4,800.00
*	16	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1086	$ 30.00	$ 32,580.00
*	17	42400800	DETECTABLE WARNINGS	SQ FT	72	$ 30.00	$ 2,160.00
*	18	44000100	PAVEMENT REMOVAL	SQ YD	400	$ 20.00	$ 8,000.00
*	19	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	35	$ 20.00	$ 700.00
*	20	44000600	SIDEWALK REMOVAL	SQ FT	1086	$ 2.00	$ 2,172.00
*	21	48101600	AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	45	$ 18.00	$ 810.00
*	22		METAL FLARED END SECTIONS 10"	EACH	2	$ 750.00	$ 1,500.00
*	23	54262712	METAL FLARED END SECTIONS 12"	EACH	1	$ 805.00	$ 805.00
*	24	60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	2	$ 6,900.00	$ 13,800.00
*	25	60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	4	$ 2,500.00	$ 10,000.00
*	26	60500060	INLET REMOVAL	EACH	1	$ 500.00	$ 500.00
*	27	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	100	$ 50.00	$ 5,000.00
*	28	67100100	MOBILIZATION	L SUM	1	$ 35,000.00	$ 35,000.00
*	29	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	$ 14.30	$ 1,430.00
*	30	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	60	$ 40.65	$ 2,439.00
*	31	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	$ 85.15	$ 1,021.80
*	32		CLASS D PATCH, 4 INCH	SQ YD	400	$ 85.00	$ 34,000.00
*	33		STORM SEWERS, DIP, 10"	FOOT	90	$ 163.20	$ 14,688.00
*	34		STORM SEWERS, DIP, 12"	FOOT	393	$ 169.70	$ 66,692.10
*	35		SIGN REMOVE & RELOCATE	EACH	4	$ 300.00	$ 1,200.00
*	36		FENCE REMOVAL & REPLACEMENT	FOOT	40	$ 80.00	$ 3,200.00
*	37		TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	$ 16,200.00	$ 16,200.00
*	38		CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	$ 10,000.00	$ 10,000.00
*	39		HMA DRIVEWAY PAVEMENT, 2"	SQ YD	35	$ 47.00	$ 1,645.00
*	40		AGGREGATE SURFACE COURSE, 2"	SQ YD	45	$ 4.00	$ 180.00
*	41		STRUCTURE ADJUSTMENT (INCLUDES CHIMNEY SEAL)	EACH	1	$ 1,350.00	$ 1,350.00
*	42		REMOVE AND RELOCATE MAILBOX	EACH	2	$ 150.00	$ 300.00
*	43		OWNER ALLOWANCE	DOLLAR	20000	$ 20,000.00	$ 20,000.00
						TOTAL	$ 328,003.90
			TOTAL IN WRITING			Three Hundred Twenty Eight Thousand Three & 90/100 Dollars	

Berger Excavating

CITY OF CRYSTAL LAKE
EDGEWATER DRIVE DRAINAGE IMPROVEMENTS
ENGINEER'S ESTIMATE

CLARK DIETZ, INC.
BY: DPP | CHECKED BY: CSG
DATE: 6/27/24

	ITEM NO.	IDOT NO.	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
*	1	20101000	TEMPORARY FENCE	FOOT	250	10.00	2,500.00
*	2	20101200	TREE ROOT PRUNING	EACH	6	200.00	1,200.00
*	3	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	3	90.00	270.00
*	4	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	3	700.00	2,100.00
*	5	20200100	EARTH EXCAVATION	CU YD	20	100.00	2,000.00
*	6	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	100.00	10,000.00
*	7	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2160	13.00	28,080.00
*	8	25000100	SEEDING, CLASS 1A	ACRE	0.45	4,000.0	1,800.00
*	9		WETLAND SEEDING MIX	SQ YD	90	120.00	10,800.00
*	10	25100630	EROSION CONTROL BLANKET	SQ YD	2160	2.40	5,184.00
*	11	28000400	PERIMETER EROSION BARRIER	FOOT	250	4.00	1,000.00
*	12	28000500	INLET AND PIPE PROTECTION	EACH	9	270.00	2,430.00
*	13	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	146	19.00	2,774.00
*	14	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	35	30.00	1,050.00
*	15	35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	400	33.00	13,200.00
*	16	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1086	15.00	16,290.00
*	17	42400800	DETECTABLE WARNINGS	SQ FT	72	35.00	2,520.00
*	18	44000100	PAVEMENT REMOVAL	SQ YD	400	1.00	400.00
*	19	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	35	40.00	1,400.00
*	20	44000600	SIDEWALK REMOVAL	SQ FT	1086	3.00	3,258.00
*	21	48101600	AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	45	90.00	4,050.00
*	22		METAL FLARED END SECTIONS 10"	EACH	2	675.00	1,350.00
*	23	54262712	METAL FLARED END SECTIONS 12"	EACH	1	500.00	500.00
*	24	60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE B GRATE	EACH	2	5,000.00	10,000.00
*	25	60236200	INLETS, TYPE A, TYPE B GRATE	EACH	4	2,400.00	9,600.00
*	26	60500060	INLET REMOVAL	EACH	1	280.00	280.00
*	27	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	100	1.00	100.00
*	28	67100100	MOBILIZATION	L SUM	1	24,000.00	24,000.00
*	29	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	20.00	2,000.00
*	30	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	60	40.00	2,400.00
*	31	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	70.00	840.00
*	32		CLASS D PATCH, 4 INCH	SQ YD	400	100.00	40,000.00
*	33		STORM SEWERS, DIP, 10"	FOOT	90	225.00	20,250.00
*	34		STORM SEWERS, DIP, 12"	FOOT	393	230.00	90,390.00
*	35		SIGN REMOVE & RELOCATE	EACH	4	650.00	2,600.00
*	36		FENCE REMOVAL & REPLACEMENT	FOOT	40	90.00	3,600.00
*	37		TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	41,700.00	41,700.00
*	38		CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	7,000.00	7,000.00
*	39		HMA DRIVEWAY PAVEMENT, 2"	SQ YD	35	47.00	1,645.00
*	40		AGGREGATE SURFACE COURSE, 2"	SQ YD	45	80.00	3,600.00
*	41		STRUCTURE ADJUSTMENT (INCLUDES CHIMNEY SEAL)	EACH	1	1,450.00	1,450.00
*	42		REMOVE AND RELOCATE MAILBOX	EACH	2	1,300.00	2,600.00
*	43		OWNER ALLOWANCE	DOLLAR	20000	$ 20,000.00	$ 20,000.00
						TOTAL	$ 398,211.00
						TOTAL IN WRITING	Three hundred ninety eight thousand two hundred eleven dollars and zero cents

Foundation Mechanics

CITY OF CRYSTAL LAKE

EDGEWATER DRIVE DRAINAGE IMPROVEMENTS

ENGINEER'S ESTIMATE

CLARK DIETZ, INC.

BY: DPP | CHECKED BY: CSG

DATE: 6/27/24

	ITEM NO.	IDOT NO.	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
*	1	20101000	TEMPORARY FENCE	FOOT	250	$15.00	$3,750.00
*	2	20101200	TREE ROOT PRUNING	EACH	6	$100.00	$600.00
*	3	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	3	$100.00	$300.00
*	4	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	3	$100.00	$300.00
*	5	20200100	EARTH EXCAVATION	CU YD	20	$100.00	$2,000.00
*	6	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	$100.00	$10,000.00
*	7	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2160	$10.00	$21,600.00
*	8	25000100	SEEDING, CLASS 1A	ACRE	0.45	$7,500.00	$3,375.00
*	9		WETLAND SEEDING MIX	SQ YD	90	$25.00	$2,250.00
*	10	25100630	EROSION CONTROL BLANKET	SQ YD	2160	$3.00	$6,480.00
*	11	28000400	PERIMETER EROSION BARRIER	FOOT	250	$5.00	$1,250.00
*	12	28000500	INLET AND PIPE PROTECTION	EACH	9	$500.00	$4,500.00
*	13	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	146	$40.00	$5,840.00
*	14	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	35	$40.00	$1,400.00
*	15	35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	400	$40.00	$16,000.00
*	16	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1086	$15.00	$16,290.00
*	17	42400800	DETECTABLE WARNINGS	SQ FT	72	$35.00	$2,520.00
*	18	44000100	PAVEMENT REMOVAL	SQ YD	400	$30.00	$12,000.00
*	19	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	35	$30.00	$1,050.00
*	20	44000600	SIDEWALK REMOVAL	SQ FT	1086	$5.00	$5,430.00
*	21	48101600	AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	45	$60.00	$2,700.00
*	22		METAL FLARED END SECTIONS 10"	EACH	2	$2,000.00	$4,000.00
*	23	54262712	METAL FLARED END SECTIONS 12"	EACH	1	$2,000.00	$2,000.00
*	24	60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	2	$10,000.00	$20,000.00
*	25	60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	4	$5,000.00	$20,000.00
*	26	60500060	INLET REMOVAL	EACH	1	$1,000.00	$1,000.00
*	27	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	100	$80.00	$8,000.00
*	28	67100100	MOBILIZATION	L SUM	1	$41,000.00	$41,000.00
*	29	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	$25.00	$2,500.00
*	30	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	60	$45.00	$2,700.00
*	31	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	$90.00	$1,080.00
*	32		CLASS D PATCH, 4 INCH	SQ YD	400	$75.00	$30,000.00
*	33		STORM SEWERS, DIP, 10"	FOOT	90	$230.00	$20,700.00
*	34		STORM SEWERS, DIP, 12"	FOOT	393	$230.00	$90,390.00
*	35		SIGN REMOVE & RELOCATE	EACH	4	$750.00	$3,000.00
*	36		FENCE REMOVAL & REPLACEMENT	FOOT	40	$100.00	$4,000.00
*	37		TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	$37,500.00	$37,500.00
*	38		CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	$10,000.00	$10,000.00
*	39		HMA DRIVEWAY PAVEMENT, 2"	SQ YD	35	$100.00	$3,500.00
*	40		AGGREGATE SURFACE COURSE, 2"	SQ YD	45	$65.00	$2,925.00
*	41		STRUCTURE ADJUSTMENT (INCLUDES CHIMNEY SEAL)	EACH	1	$2,500.00	$2,500.00
*	42		REMOVE AND RELOCATE MAILBOX	EACH	2	$500.00	$1,000.00
*	43		OWNER ALLOWANCE	DOLLAR	20000	$20,000.00	$20,000.00
						TOTAL	$447,430.00
			TOTAL IN WRITING			Four Hundred Forty Seven Thousand Four Hundred Thirty and 00/100 US Dollars	

Campanella + Sons

CITY OF CRYSTAL LAKE
EDGEWATER DRIVE DRAINAGE IMPROVEMENTS
ENGINEER'S ESTIMATE

CLARK DIETZ, INC.
BY: DPP | CHECKED BY: CSG
DATE: 6/27/24

	ITEM NO.	IDOT NO.	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
*	1	20101000	TEMPORARY FENCE	FOOT	250	$15.00	$3,750.00
*	2	20101200	TREE ROOT PRUNING	EACH	6	$225.00	$1,350.00
*	3	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	3	$500.00	$1,500.00
*	4	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	3	$500.00	$1,500.00
*	5	20200100	EARTH EXCAVATION	CU YD	20	$170.00	$3,400.00
*	6	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	$100.00	$10,000.00
*	7	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2160	$20.00	$43,200.00
*	8	25000100	SEEDING, CLASS 1A	ACRE	0.45	$4,000.00	$1,800.00
*	9		WETLAND SEEDING MIX	SQ YD	90	$120.00	$10,800.00
*	10	25100630	EROSION CONTROL BLANKET	SQ YD	2160	$2.50	$5,400.00
*	11	28000400	PERIMETER EROSION BARRIER	FOOT	250	$4.00	$1,000.00
*	12	28000500	INLET AND PIPE PROTECTION	EACH	9	$350.00	$3,150.00
*	13	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	146	$50.00	$7,300.00
*	14	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	35	$70.00	$7,300.00
*	15	35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	400	$75.00	$30,000.00
*	16	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1086	$15.00	$6,290.00
*	17	42400800	DETECTABLE WARNINGS	SQ FT	72	$30.00	$2,160.00
*	18	44000100	PAVEMENT REMOVAL	SQ YD	400	$25.00	$10,000.00
*	19	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	35	$45.00	$1,575.00
*	20	44000600	SIDEWALK REMOVAL	SQ FT	1086	$4.00	$4,344.00
*	21	48101600	AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	45	$100.00	$4,500.00
*	22		METAL FLARED END SECTIONS 10"	EACH	2	$250.00	$500.00
*	23	54262712	METAL FLARED END SECTIONS 12"	EACH	1	$450.00	$450.00
*	24	60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	2	$7,000.00	$14,000.00
*	25	60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	4	$2,850.00	$11,400.00
*	26	60500060	INLET REMOVAL	EACH	1	$1,000.00	$1,000.00
*	27	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	100	$50.00	$5,000.00
*	28	67100100	MOBILIZATION	L SUM	1	$40,000.00	$40,000.00
*	29	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	$30.00	$3,000.00
*	30	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	60	$30.00	$1,800.00
*	31	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	$100.00	$1,200.00
*	32		CLASS D PATCH, 4 INCH	SQ YD	400	$105.00	$42,000.00
*	33		STORM SEWERS, DIP, 10"	FOOT	90	$260.00	$23,400.00
*	34		STORM SEWERS, DIP, 12"	FOOT	393	$220.00	$86,460.00
*	35		SIGN REMOVE & RELOCATE	EACH	4	$2,000.00	$8,000.00
*	36		FENCE REMOVAL & REPLACEMENT	FOOT	40	$100.00	$4,000.00
*	37		TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	$10,000.00	$10,000.00
*	38		CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	$7,000.00	$7,000.00
*	39		HMA DRIVEWAY PAVEMENT, 2"	SQ YD	35	$65.00	$2,275.00
*	40		AGGREGATE SURFACE COURSE, 2"	SQ YD	45	$75.00	$3,375.00
*	41		STRUCTURE ADJUSTMENT (INCLUDES CHIMNEY SEAL)	EACH	1	$1,600.00	$1,600.00
*	42		REMOVE AND RELOCATE MAILBOX	EACH	2	$900.00	$1,800.00
*	43		OWNER ALLOWANCE	DOLLAR	20000	$ 20,000.00	$ 20,000.00
						TOTAL	$ 453,729.00
				TOTAL IN WRITING		Four Hundred Fifty-Three Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents	

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Bid Award – Downtown Brick Paver Leveling Project

Staff Recommendation: Motion to award the bid for construction of the Downtown Brick Paver Leveling Project to the lowest responsive and responsible bidder, GC Designs, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with CG Designs, Inc. in the amount of $108,500.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:

The downtown business district of Crystal Lake features several areas with walkways made of decorative brick pavers. Over time, individual bricks in these walkways have become uneven due to weather conditions and the natural settling and rising of the substrate. To mitigate trip hazards, the City's sidewalk inspection program occasionally levels and replaces bricks that are damaged or pose a tripping risk. This year's program has identified 158 specific locations, addressing approximately 7,000 square feet of decorative brick pavers that require leveling or replacement. The last time brick paver leveling and replacement was conducted in the downtown area was in 2020.

On July 23, 2024, the City of Crystal Lake publicly opened and read aloud the bids received for the Downtown Brick Paver Leveling Project. The following is a breakdown of the bids received:

Bidder	*Price Per Square Foot*	*Estimated Quantity*	*Bid Amount*
GC Designs, Inc [1]	$15.50	7000	$108,500.00
Copenhaver Construction, Inc.	$18.00	7000	$126,000.00
Alliance Contractors, Inc.	$45.70	7000	$319,900.00

[1] Indicates Recommended Lowest Responsive and Responsible Bidder

If approved, any pavers removed for leveling will be re-installed in the same day unless approved by the City. Work will not take place during special events such as National Night Out or the Johnny Appleseed Festival. The project will be completed this year.

Recommendation:

City staff has reviewed the bids received for completeness and accuracy in accordance with the invitation to bid document. It is the recommendation of City staff to award the Downtown Brick Paver Leveling Project contract to the lowest responsive and responsible bidder, GC Designs, Inc., in the amount of $108,500.00.

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

Though this program was not originally identified in the Fiscal Year 2024B budget, funds have been reallocated to this project due to the bids for the annual street resurfacing program and pavement preservation program coming in under budget.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY maintains multiple areas in the downtown business district with walkways made of decorative brick pavers; and

WHEREAS the CITY conducts an annual sidewalk trip hazard mitigation program; and

WHEREAS the hazard mitigation program includes, as necessary, the leveling and replacement of bricks in the downtown area; and

WHEREAS CITY staff have identified the need to replace and level bricks in the downtown walkways; and

WHEREAS the CITY received and publicly opened bids for the Downtown Brick Paver Leveling Project on July 23, 2024; and

WHEREAS the lowest responsive and responsible bidder is GC Designs, Inc., Minooka, Illinois.

Draft

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and GC Designs, Inc. for Downtown Brick Paver Leveling Project in the bid amount of $108,500.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

DATED this 6th day of August, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

Draft

SCHEDULE OF PRICES

BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	BRICK PAVER LEVELING (SPECIAL)	SQ FT	7,000	$ 15.50	$ 108,500.00
TOTAL BASE BID				$	$108,500.00

TOTAL CONTRACT PRICE:

One Hundred Eight Thousand and Five Hundred (in writing) Dollars and Zero (in writing) Cents

108,500 (in figures) Dollars and .00 (in figures) Cents

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

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

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

Copenhaver Construction

SCHEDULE OF PRICES

BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	BRICK PAVER LEVELING (SPECIAL)	SQ FT	7,000	$ 18.00	$ 126,000.00
TOTAL BASE BID				$ 126,000.00	

TOTAL CONTRACT PRICE:

One Hundred Twenty-Six Thousand (in writing) Dollars and Zero (in writing) Cents

$126,000 (in figures) Dollars and 00/100 (in figures) Cents

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

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

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

Alliance Contractors

PROPOSAL

SCHEDULE OF PRICES

BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	BRICK PAVER LEVELING (SPECIAL)	SQ FT	7,000	$ 45.70	$ 319,900.00
TOTAL BASE BID				$ 319,900.00	

TOTAL CONTRACT PRICE:

Three Hundred Nineteen Thousand Nine Hundred (in writing) Dollars and no/zero (in writing) Cents

$319,900 (in figures) Dollars and 00/100 (in figures) Cents

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

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

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

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Proposal Award – Wastewater Force Main Assessment Services

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a contract with RJN Group, Inc. for Wastewater Force Main Assessment Services for one year for $69,300.00 with two optional extensions assessing one lift station per fiscal year with pricing based on the submitted price proposal

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

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Background:

The Wastewater Division maintains twenty-eight wastewater pump stations (lift stations) located throughout the city. The basic operation of each pump station involves the inflow of sanitary wastewater from the collection system sanitary sewer pipes via gravity, pumping the sanitary wastewater to a higher elevation through what is called a force main, and then discharging it back into another gravity flow sanitary sewer pipe that eventually leads to a wastewater treatment plant. Force mains are pressurized sewer pipes that rely on the station's pumps to create the pressure needed to convey the sanitary wastewater to higher elevations. Just like other components of the wastewater collection system, force mains require inspection and occasional maintenance. To conduct inspections and evaluations of wastewater force mains, City staff used the Request for Proposal (RFP) process by advertising and requesting proposals from qualified engineering firms.

As part of the RFP, consultants were asked to provide pricing for force main assessment at five separate pump stations. This assessment will include an internal inspection of the force main at selected pump stations, conducted using an in-line screening technology that implements free-floating sensors conveyed through the pipe. Data collected from the inspection will then be reviewed and evaluated, providing an assessment of the pipe that looks for leaks, air pockets, blockages, and measures pipe wall thickness (assesses corrosion of pipe walls). Pricing was also provided for optional external corrosion assessment of each force main, which includes assessment of electrical potential and continuity of the existing force main, and analysis of soil resistivity data outlining the feasibility and necessity of cathodic protection to help minimize the impacts of external corrosion on the force main.

Wastewater pump station force mains were selected as candidates for inspection after Wastewater staff conducted an in-house risk assessment considering force main material, force main age, pump station detention time, and potential consequences of force main failure.

This work is specialized in nature. Only one proposal was received. The proposal was reviewed by City staff, who considered the consultant's qualifications, experience and proposed pricing for force main assessment. Assessment of the selected force mains will help the City make informed decisions when planning for infrastructure improvements and repair/rehabilitation projects.

The City plans to evaluate one force main per year from the selected stations, based on the proposed prices and the approved budget for each fiscal year. This year, Wastewater staff has proposed evaluating the force main at Sanitary Pump Station #14, located along North Shore Drive, including the optional external corrosion assessment for a total contract price of $69,300.00. The force main at this pump station was installed in 1974.

Proposed pricing for evaluation of the pump station force mains specified in the RFP is listed below. Pricing in optional years would follow the proposed schedule of a 5% increase in optional year one and a 10% increase in optional year two.

Sanitary Pump Station #	Force Main Assessment	Optional External Corrosion Assessment
2	$58,000.00	$8,900.00
6	$58,000.00	$11,300.00
14	$58,000.00	$11,300.00
16	$58,000.00	$8,900.00
22	$58,400.00	$19,500.00

Recommendation:

This contract is being presented pursuant to a request for proposal (RFP) process. Under this process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City." City staff has conducted a detailed review of the proposal from RJN Group, Inc., and determined that the recommended consultant is qualified and well-suited for the project.

The initial contract will be for one year, with two one-year extensions at the discretion of the City.

RJN Group, Inc. would be retained to provide the force main assessment services each year for one pump station on a task order basis.

Funding for force main assessment has been planned for and is included in the Fiscal Year 2024B budget and will be proposed as part of the Fiscal Year 2025 budget.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE Public Works Department is responsible for the maintenance of wastewater infrastructure including wastewater pump stations and their associated force mains; and

WHEREAS CITY staff have determined that it is appropriate to have select pump station force mains assessed using an in-line force main assessment technology in order to make informed decisions when considering infrastructure improvements and; and

WHERAS proposals were publically solicited for Wastewater Force Main Assessment and reviewed resulting in a determination that the proposal from RJN Group, Inc. would be the most advantageous to the City.

Draft

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and RJN Group, Inc. in the amount of $69,300.00 to provide Wastewater Force Main Assessment services, assessing one (1) pump station force main; and

BE IT FURTHER RESOLVED that City Manager is authorized to approve up to two extensions of this contract, with option pricing in the proposed amounts assessing one (1) pump station force main per fiscal year in each optional extension.

DATED this 6th day of August, 2024

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

Draft

FEE PROPOSAL

37. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: RJN Group, Inc.

Company Address: 2655 Warrenville Road, Suite 225,

City, State, Zip Code: Downers Grove, IL 60515

Contact Person: Michael Young, PE | Senior Vice President

Contact Person Phone / E-Mail: Phone: (630) 682-4700 / myoung@rjnmail.com

Proposals for: Public Works – Force Main Assessment, per the specifications identified herein.

The City will select one force main assessment per year out of the following list of lift stations. Optional Year's two and three pricing will add % increase each year. The city may or may not elect to perform the external corrosion assessment portion of the work each year.

Lift Station 2	
Item Description	Price
Preparatory Work, Data Review, and Field Reconnaissance Visit	$ 22,900
Internal Inspection	$ 21,800
Data Evaluation	$ 9,200
Project Management	$ 4,100
Total Cost	$ 58,000
Optional External Corrosion Assessment	$ 8,900

Lift Station 6	
Item Description	Price
Preparatory Work, Data Review, and Field Reconnaissance Visit	$ 22,900
Internal Inspection	$ 21,800
Data Evaluation	$ 9,200
Project Management	$ 4,100
Total Cost	$ 58,000
Optional External Corrosion Assessment	$ 11,300

Lift Station 14		
Item Description		Price
Preparatory Work, Data Review, and Field Reconnaissance Visit	$	22,900
Internal Inspection	$	21,800
Data Evaluation	$	9,200
Project Management	$	4,100
Total Cost	$	58,000
Optional External Corrosion Assessment	$	11,300

Lift Station 16		
Item Description		Price
Preparatory Work, Data Review, and Field Reconnaissance Visit	$	22,900
Internal Inspection	$	21,800
Data Evaluation	$	9,200
Project Management	$	4,100
Total Cost	$	58,000
Optional External Corrosion Assessment	$	8,900

Lift Station 22		
Item Description		Price
Preparatory Work, Data Review, and Field Reconnaissance Visit	$	23,100
Internal Inspection	$	22,000
Data Evaluation	$	9,200
Project Management	$	4,100
Total Cost	$	58,400
Optional External Corrosion Assessment	$	19,500

% increase Optional Year #2: 5 % (from Year 1 cost)

% increase Optional Year #3: 10 % (from Year 1 cost)

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Proposal Award – Leica Geosystems BLK360 G2 Purchase

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a purchase agreement with Leica Geosystems for the purchase of a Police Department 3D Scanner in the proposed amount of $50,635.00

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

Background:

The Police Department is seeking authorization to purchase a 3D Scanner from Leica Geosystems to be used during serious and fatal traffic crashes as well as at crime scene investigations.

In 2023, the Department responded to eight serious or fatal vehicle crashes and numerous crime scenes, which would have benefited from having a 3D scanner. 3D scanners are the current technology being utilized by many police agencies in the state to take measurements at serious traffic crashes and to document crime scenes. 3D scanners provide for better accuracy and allow for better time management on scenes.

Currently, the Department has a Total Station from Topcon Solutions which was purchased in 2011. The product has become outdated, costly to repair, and is having issues connecting with newer technology. The Department will benefit from transitioning from the robotic Total Station that is currently used to a 3D scanner. The technology allows for 3D viewing of crime scenes from all angles of the scene and provides a clearer and more accurate account of the scene. The 3D scanner generally will scan a section of the scene within twenty seconds. This will greatly reduce the amount of time officers have to shut down roadways from traffic crashes and allow the public to go about their daily lives in a quicker timeframe. This scanner will also help recreate crime scenes in 3D models rather than the current 2D collection points being taken by the Total Station. The new Leica 3D scanner will also gather greater evidentiary details from the scenes compared to that of our current Total Station. The increased details obtained from the 3D scanner will be a more useful tool for court and evidence gathering purposes.

A request for proposal was drafted and posted on the City's bid software, QuestCDN. Four companies submitted proposals prior to the deadline. The information in those proposals is as follows:

Item:	**Leica**	**Topcon**	**Seiler**	**Faro**
3D Forensic Scanner with tripod, carrying case, two batteries.	$27,410.00	$44,865.45	$52,768.32	$45,078.50
CAD diagramming software	$6,650.00	N/A	$475.00	$931.00
Software subscription cost	$5,350.00	Included	Included	$5,557.50
Subsequent software subscription fees	$1,610.00/1,015.00	$2,357.37 (per year)	$4,153.60 (4 years)	$2,194.50
5 year instrument warranty	$4,400.00	$8,919.99	$8,610.80	$9,360.00
On-site training	$4,200.00	$4,095.00	$5,400.00	$5,206.00
Total Initial Cost	**$50,635.00**	**$60,237.81**	**$71,407.72**	**$68,327.50**

The Leica Geosystems BLK360 G2 overall appears to be the best scanner that would benefit our Department with the usage of the device. It is also one of the more compact models to get into smaller spaces and has an easy to use operating system. As always, advancements in technology continue to grow at a fast pace to keep up with the demands of the jobs we do.

Recommendation:

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

Based on the proposals received, the Police Department is recommending that the City Council approve the purchase of the Leica Geosystems BLK360, as the lowest and best overall quote with a cost of $50,635.00.City legal counsel has reviewed the proposals and agrees with the Department's recommendation.

Votes Required to Pass:

Simple majority.

Res. 24R -

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized to execute a purchase agreement with Leica Geosystems for the purchase of the BLK360 G2 scanner package for the cost of $50,635.00.

DATED this 6th day of August, 2024.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

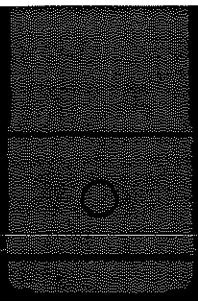
_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024

Draft

LEICA BLK360

IMAGING LASER SCANNER



GENERAL

Imaging scanner	3D scanner with integrated high-speed HDR spherical imaging system and Visual Inertial System (VIS) for real-time pre-registration

DESIGN & PHYSICAL

Housing	Black anodized aluminium
Dimensions	Height: 155 mm Diameter: 80 mm
Weight	0.75 kg (0.85 kg incl. battery)
Transport cover	GVP739 Transportation cover
Mounting mechanism	Button-press quick release

OPERATION

Stand-alone operation	One-button operation
Mobile devices	BLK Live app for iOS and Android smartphones Leica Cyclone Field360 app for iOS and Android tablet computers and smartphones
Wireless communication	Integrated wireless LAN (802.11 b/g/n)
Internal memory	Storage for up to 1500 setups
Instrument orientation	Upright and upside down

POWER

Battery type	Internal, rechargeable Li-Ion battery (Leica GEB825)
Capacity	Up to 70 setups per battery

SCANNING

Distance measurement system	High speed time of flight enhanced by Waveform Digitizing (WFD) technology
Laser class	1 (in accordance with IEC 60825-1:2014)
Wavelength	830 nm
Field of view	360° (horizontal) / 270° (vertical)
Range*	min. 0.5 m - up to 45 m
Point measurement rate	up to 680.000 pts/sec
Measurement modes	4 user selectable resolution settings (6/12/25/50 mm @ 10 m)

IMAGING

Camera system	13 Mpixel 4-camera system captures 104 Mpx raw data for calibrated 360° x 270° spherical image
Speed	< 8 sec. for full spherical LDR image at any light conditions < 20 sec. for full spherical 5-brackets HDR image at any light conditions
Image modes	• Auto-exposed LDR • 5-brackets HDR • Off - scanning only

PERFORMANCE

Data acquisition	< 20 sec. for complete full dome scan and spherical LDR image at 50 mm @ 10 m resolution with automatic tilt measurements
3D point accuracy*	4 mm @ 10 m
Real time pre-registration	Automatic point clout alignment based on real time tracking of scanner movement between setups based on Visual Inertial System (VIS) by video enhanced inertial measurement unit

ENVIRONMENTAL

Robustness	Designed for indoor and outdoor use
Operating temperature	0° C to + 40° C
Dust/Humidity	Solid particle/liquid ingress protection IP54 (IEC 60529)

DATA PROCESSING

Data transfer	Wireless and USB 3.0
Desktop software	Leica Cyclone REGISTER 360 and Cyclone REGISTER 360 *(BLK Edition)*
Cloud software	HxDR Digital Reality: cloud-based digital reality platform

* At 78% albedo

All specifications are subject to change without notice.

All accuracy specifications are one sigma unless otherwise noted.

Copyright Leica Geosystems AG, Heerbrugg, Switzerland 2022.

Leica BLK

PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: Leica Geosystems, Inc.

Company Address:555 North Point Center E, Suite 700

City, State, Zip Code: Alpharetta, GA 30092 USA

Contact Person: Daniel Lee

Contract Person Phone / E-Mail: +1 917 227 2503 / daniel.lee@leica-geosystems.com

Proposals for: 3D Forensic Scanner, per the specifications identified herein.

Item:	**Price**
3D Forensic Scanner with tripod, carrying case, two batteries	$27,410.00
CAD diagramming software	$6,650.00
Software subscription cost	$1,610.00
Subsequent software subscription fees	$5,350.00 $1,015.00
5 year instrument warranty	$4,400.00
On-site training	$4,200.00

- Proposals must be submitted no later than Submission Deadline as set forth in the RFP.
- No consideration will be given to Proposals received after the Submission Deadline.
- Proposers must submit a sealed envelope with one copy of the proposal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the bidder must sign below.

Signature: _____ Date: 7/10/2024

Printed Name: DANIEL LEE Title: COMMERCIAL ACCOUNT MANAGER

Please see attached

Detailed scope of work

Leica Geosystems Leica BLK360 G2 Imaging Laser Scanner Light Detection and Ranging (LIDAR) system

Introduction

This Scope of Work (SOW) provides the details of the product(s) to be furnished and delivered

to the Crystal Lake Police Department by Leica Geosystems.

Background

The primary mission of the Crystal Lake Police Department is to reconstruct collision in the jurisdiction for the purposes of analyzing and documenting incidents. In order to accurately reconstruct the scene, It require accurate 3D Laser scanner and reconstruction CAD software.

Objectives

The Leica geosystems, Inc. shall provide and deliver one (1) Leica BLK360 G2 Imaging Laser

Scanner Light Detection and Ranging (LIDAR) system including all associated components,

accessories, software, and related items found in the BLK360 hardware package and MAP360 CAD software for reconstructing the scene. Specifically, the Leica Geosystems, Inc. shall supply the terrestrial based LIDAR kit/system to be used for measuring and capturing collision scene.

Product Specifications

See attached Leica BLK 360 G2 Imaging Laser Scanner spec sheet.

Deliverables

Leica BLK360 G2 Imaging scanner hardware package, associated accessories, tripod, mission bag, Cyclone Register 360 Plus (BLK edition) permanent license, MAP360 Pro permanent license, 2 Day On-site Training

Points of Contact

Daniel Lee

Commercial Account manager

Mobile: +1 917 227 2503

Email: daniel.lee@leica-geosystems.com

33. DISQUALIFICATION OF CERTAIN INDIVIDUALS OR FIRMS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION: No person or business entity shall be awarded an agreement or sub-agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

(A) has been convicted of an act committed, within the State of Illinois (or any state or the United States), of bribery or attempting to bribe an officer or employee of the State of Illinois (or any state or the United States) in that officer's or employee's official capacity;
(B) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois (or any state or the United States);
(D) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq., under the laws of the State of Illinois(or any state or the United States);
(E) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois (or any state or the United States);
(F) has made an admission of guilt of such conduct as set forth in subsection (A) through (E) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
(G) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (E) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business. By signing this document, the consultant hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 10 day of July, 2024.

Notary Public

CHRISTIAN LEE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE6187488
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES 05/19/2028

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

34. ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

DANIEL LEE, hereby certifies that he/she is
(Name)

COMMERCIAL ACCOUNT MANAGER of LEICA GEOSYSTEMS, Inc.
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The party making the foregoing proposal or bid (a "**bid**"), that such bid is genuine and not collusive, or sham; that said consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any consultant or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other consultant, or to secure any advantage against any other consultant or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

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Subscribed and Sworn to this 10 day of July, 2024.

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NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE6187488
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES 05/19/2028

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35. CONFLICT OF INTEREST

DANIEL LEE, on behalf of the consultant making this proposal, hereby certifies that consultant has conducted an investigation into whether an actual or potential conflict of interest exists between the consultant, its owners and employees and any official or employee of the City identified herein.

Consultant further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if consultant has not disclosed any actual or potential conflict of interest, the City may disqualify the proposal or the City may void any award and acceptance that the City has made prior to discovery of said undisclosed conflict.

(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 10 day of July, 2024.

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NO. 01LE6187488
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES 05/19/2028

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

36. TAX COMPLIANCE AFFIDAVIT

DANIEL LEE, hereby certifies that he/she is
(Name)

COMMERCIAL ACCOUNT MANAGER of LEICA GEOSYSTEMS Inc.
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the City of Crystal Lake because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the City to recover all amounts paid to the individual or entity under the agreement in civil action.

(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 10 day of July, 2024.

Notary Public

CHRISTIAN LEE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE6187488
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES 05/19/2028

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

37. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: LEICA GEOSYSTEMS, INC.

Company Address: 555 NORTH POINT CENTER E, SUITE 700

City, State, Zip Code: ALPHARETTA, GA 30092 USA

Contact Person: DANIEL LEE

Contract Person Phone / E-Mail: +1 917 227 2503 / daniel.lee@leica-geosystems.com

Proposals for: 3D Forensic Scanner, per the specifications identified herein.

Item:	Price
3D Forensic Scanner with tripod, carrying case, two batteries.	$ 27,410
CAD diagramming software	$ 6,650
Software subscription cost	$ 1,610
Subsequent software subscription fees	$ 6,365
5 year instrument warranty	$ 4,400
On-site training	$ 4,200

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Proposers must submit a sealed envelope with one copy of the proposal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the bidder must sign below.

Signature: Daniel Lee Date: 7/10/2024

Printed Name: DANIEL LEE Title: COMMERCIAL ACCOUNT MANAGER

- when it has to be **right**

Leica Geosystems

Crystal Lake PD - US - 21638032

Date: 06/03/2024

Leica Geosystems Inc
Fed.Tax ID # 16-1516976
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092

www.leica-geosystems.us
Phone 800 367 9453
Fax 770 326 9593

att. Jeff Mattson
Crystal Lake PD
100 West Woodstock Street
Crystal Lake IL 60014

Your reference	Crystal Lake PD - 1x BLK360 G2	For clarifications, please contact
Your phone	8153563608	Daniel Lee
Your Customer N°	5020079	
		daniel.lee@leica-geosystems.com

Note for Reality Cloud Studio: Offer subject to Hexagon AG's HxDR Terms of Use, provided at: https://hxdr.com/tos

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
10	2074	1	PC.	BLK360 G2 Hardware Package with RCS With following configuration:	27,410.00	27,410.00
	951110	1	PC.	BLK360 G2		
	853638	1	PC.	GST29, BLK360 Tripod		
	879639	1	PC.	GVP735, BLK Mission Bag		
	1935	1	PC.	Reality Capture Studio Subscription		
	5312305	1	PC.	RC Studio, 1TB Data, 1yr hxdr.com/tos		
70	6017509	1	PC.	5 yr BLK360 G2 Laser Scanner CCP Bronze, consisting of: 5 yr Customer Support, 4 yr Extended Warranty.	4,400.00	4,400.00
100	1315	1	PC.	Cyclone REGISTER 360 PLUS (BLK Ed) Perm. With following configuration:	5,350.00	5,350.00
	979839	1	PC.	Cyclone REGISTER 360 PLUS (BLK Ed) Perm.		
120	6018137	1	PC.	Cycl.REG 360 PLUS (BLK360 Edit.) CCP 1yr Technical support by telephone/email. Software updates.	1,015.00	1,015.00
150	2020	1	PC.	MAP360 Pro Permanent With following configuration:	6,650.00	6,650.00
	916318	1	PC.	MAP360 Pro Permanent		
170	6015993	1	PC.	MAP 360 Pro CCP 1yr.	1,610.00	1,610.00
200	5311247	1	PC.	2 Days On-site Training	4,200.00	4,200.00
				Total before tax		50,635.00
				Sales Tax		2,984.70
				Total		53,619.70

Crystal Lake PD - US - 21638032

Date: 06/03/2024

Offer subject to Leica Geosystems terms and conditions, available at:
https://portal.leicaus.com/US_GT_Cs_of_Sales.txt
Full Software License Agreement: www.leica-geosystems.com/TCSL
Full Standard Warranty: www.leica-geosystems.com/TCLW

In addition our delivery- and payment conditions are as follows:
Validity : 06/03/2024 - 11/29/2024

Terms of payment : 30 days net

With your signature you accept our offer on behalf of your company as above and you confirm, that you are authorized to do so.

Name _____

Title _____

Date/Place _____

Signature _____

If you prefer using your own PO format, please issue to:
Leica Geosystems Inc.
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092
Fax 770 326 9593

However, the remittance address for payments is:
Leica Geosystems Inc.
P. O. Box 536874
Atlanta, GA 30353-6874

FARO Technologies, Inc.
125 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234
Fax: +1.407.333.4181

Nasdaq: FARO
www.FARO.com

City of Crystal Lake

REQUEST FOR PROPOSAL

3D Forensic Scanner

Due Date: 7/15/2024 10:00 am

Rick Neumann, Deputy Chief of Police

rneumann@crystallake.org

100 W. Woodstock Street

Crystal Lake, IL 60014

FARO Technologies, Inc.

125 Technology Park

Lake Mary, FL 32746

Tom Hall - Account Manager

407-333-9911

faroorders@faro.com

DocuSign Envelope ID: CC4E3812-4037-42DE-BB19-631B38D17B05

FARO Technologies, Inc.
125 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234
Fax: +1.407.333.4181

Nasdaq: FARO
www.FARO.com

To Whom It May Concern,

This letter identifies FARO Technologies, Inc., a Florida corporation, as the sole developer and manufacturer of the FARO Focus Laser Scanners (including but not limited to the Focus M, Focus S and Focus Premium), the FARO Freestyle 2, FARO Focus Thermal Covers, SCENE software and FARO Zone software. Some of the foregoing goods and services are offered through distributors, but the origin of those goods and services are from FARO. FARO is the sole provider of software service, warranty, maintenance, repairs, and annual calibration of FARO products.

FARO Technologies, founded in 1981, is a global leader in the manufacture of 3D measurement technology. FARO Technologies, a global organization, designs, develops, manufactures, markets, and supports software-driven, three-dimensional measurement and imaging solutions. Technology from FARO permits high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. The devices are used for inspecting, planning and documenting spaces or structures in 3D, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications.

FARO is the sole developer and supplier of FARO Zone Software, which incorporates direct integration of FARO Focus point cloud data from scans into a simple to use program for full scene documentation, 2D and 3D Diagrams, animations, crash reconstruction, bullet trajectory, and bloodstain pattern analysis.

Through FARO and its products, our customers are making an investment in projects with unsurpassed cost-value, which provides a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and many state and municipal law enforcement agencies.

Please feel free to contact us with any questions,

DocuSigned by:
Craig Cupach
F01D2634105D43E...

Craig Cupach
Director of Sales
FARO Technologies, Inc.
faroorders@faro.com

37. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: FARO Technologies, Inc.

Company Address: 125 Technology Park

City, State, Zip Code: Lake Mary, FL 32746

Contact Person: Tom Hall - Account Manager

Contract Person Phone / E-Mail: 407-333-9911 / faroorders@faro.com

Proposals for: 3D Forensic Scanner, per the specifications identified herein.

Item:	Price
3D Forensic Scanner with tripod, carrying case, two batteries.	$ 45,078.50
CAD diagramming software	$ 931.00
Software subscription cost	$ 5,557.50
Subsequent software subscription fees	$ 2,194.50
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- No consideration will be given to Proposals received after the Submission Deadline.
- Proposers must submit a sealed envelope with one copy of the proposal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the bidder must sign below.

Signature: Craig Cupach Date: 07/09/24

Printed Name: Craig Cupach Title: Director of Sales

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PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION: No person or business entity shall be awarded an agreement or sub-agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

(A) has been convicted of an act committed, within the State of Illinois (or any state or the United States), of bribery or attempting to bribe an officer or employee of the State of Illinois (or any state or the United States) in that officer's or employee's official capacity;
(B) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois (or any state or the United States);
(D) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq., under the laws of the State of Illinois(or any state or the United States);
(E) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois (or any state or the United States);
(F) has made an admission of guilt of such conduct as set forth in subsection (A) through (E) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
(G) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (E) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business. By signing this document, the consultant hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Craig Cupach
(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 9 day of July, 2024.

TRACY E. ROLLINS MY COMMISSION EXPIRES OCTOBER 4, 2025 HH 143254 Bonded thru Aaron Notary NOTARY PUBLIC, STATE OF FLORIDA

Tracy E Rollins
Notary Public

Failure to Complete and Return this form may be considered sufficient reason for rejection of the proposal.

34. ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Craig Cupach, hereby certifies that he/she is
(Name)

Director of Sales of FARO Technologies, Inc.
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The party making the foregoing proposal or bid (a "**bid**"), that such bid is genuine and not collusive, or sham; that said consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any consultant or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other consultant, or to secure any advantage against any other consultant or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Craig Cupach
(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 9 day of July, 2024.

Tracy E Rollins
Notary Public

TRACY E. ROLLINS
MY COMMISSION EXPIRES
OCTOBER 4, 2025
#HH 143254
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

35. CONFLICT OF INTEREST

Craig Cupach, on behalf of the consultant making this proposal, hereby certifies that consultant has conducted an investigation into whether an actual or potential conflict of interest exists between the consultant, its owners and employees and any official or employee of the City identified herein.

Consultant further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if consultant has not disclosed any actual or potential conflict of interest, the City may disqualify the proposal or the City may void any award and acceptance that the City has made prior to discovery of said undisclosed conflict.

Craig Cupach

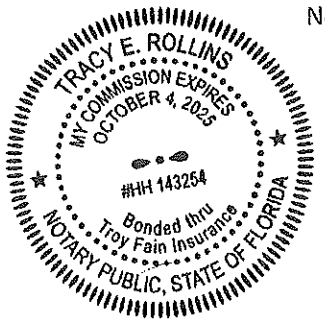
(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 9 day of July, 2024.

Tracy E Rollins

Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

36. TAX COMPLIANCE AFFIDAVIT

Craig Cupach, hereby certifies that he/she is
(Name)

Director of Sales of FARO Technologies, Inc.
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the City of Crystal Lake because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the City to recover all amounts paid to the individual or entity under the agreement in civil action.

Craig Cupach
(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 9 day of July, 2024.



Tracy E Rollins
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Tom Hall
Email: tom.hall@faro.com
Sales Support: Cindy Clarke
Contact Person: Jeff Mattson

Quotation No: 06020027
Quotation Date: 05/22/2024
Expiration Date: 07/31/2024

Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Ex Works

Bill To:	Ship To:
Crystal Lake Police Department 100 W. Woodstock St. Crystal Lake,IL,60014 US	Crystal Lake Police Department Crystal Lake,United States 100 W. Woodstock St. Crystal Lake,IL,60014 US

Notes:

UNIT COSTS					
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
LS9-HU 	**FARO Focus Premium USA** Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock , 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty	1	$ 43,990.00	$ 8,798.00	**$ 35,192.00**
ACCS-PWR-0014	**Focus Battery Power Block** Power Block battery for Focus laser scanner and Freestyle.	1	$ 610.00	$ 30.50	**$ 579.50**

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

FW-SCN-0010	**Focus Premium Range Extension 150m, POS** Focus Premium Range Extension 150m, Point of Sale	**1**	$ 10,090.00	$ 2,018.00	**$ 8,072.00**
SV2-SCN-Y5	**FOCUS Premium Complete Care - Year 5** Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 5 from point of sale.	**1**	$ 11,700.00	$ 2,340.00	**$ 9,360.00**
ACCSS8032	**3D_AC_LS_Standard Carbon Fiber Tripod** Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	**1**	$ 1,300.00	$ 65.00	**$ 1,235.00**
TR-SCN-POS	**Laser Scanner Tr. - FARO Fac. - Inc** Available only at point of FARO system sale. Includes training for 2 Trainees.	**1**	$ 0.00	$ 0.00	**$ 0.00**

TR-SCN-POS-O	**Laser Scanner Tr. - Upg to OnSite** Available only at point of FARO system sale. Customer Site Upgrade - three day course that discusses FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	**1**	$ 5,480.00	$ 274.00	**$ 5,206.00**
SOFTD51007-01-XGD	**FARO Zone 3D Expert XGD from 3D** Contract Date: 12/01/2022 - 06/30/2024 1791722501	**1**	$ 0.00	$ 0.00	**$ 0.00**
SML51007	**FARO Zone 3D Expert Maintenance Recovery** Zone 3D Expert Software, service fee to allow reactivation of software maintenance if expired for more than 12 months. Maintenance renewal sold separately.	**1**	$ 980.00	$ 49.00	**$ 931.00**

SMAR51007-3Y	**FARO Zone 3D Expert Maintenance Rnwl 3Y** Zone 3D Expert annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan. Contract Date: 07/01/2024 - 06/30/2025 1791722501	**1**	$ 2,310.00	$ 115.50	**$ 2,194.50**
SOFTL0001	**Single User Soft Lock**	**1**	$ 0.00	$ 0.00	**$ 0.00**
SSA0900-3Y SCENE	**SCENE Subscription 3 years** SCENE Subscription 3 year New License Includes standard maintenance for three years. License containers sold separately. Contract Date: 07/01/2024 - 06/30/2027	**1**	$ 5,850.00	$ 292.50	**$ 5,557.50**
SOFTL0001	**Single User Soft Lock**	**1**	$ 0.00	$ 0.00	**$ 0.00**

RECURRING COSTS					
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	DISCOUNT	SUBTOTAL

Total Unit Price: **$ 82,310.00**

Total Recurring Costs: **$ 0.00**

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

Total Discount:	-($ 13,982.50)
Sub Total:	$ 68,327.50
Shipping & Handling:	$ 20.45
Total Excluding Tax:	$ 68,347.95
Total Taxes:	$ 4,180.75
Total Due: (USD)	**$ 72,528.70**

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

**Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ Print: _____
Title: _____ Date: _____
Accounts Payable Name: _____ Email: _____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #: _____

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/terms/

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

FARO Technologies, Inc.
250 Technology Park, Lake Mary, FL 32746
Tel: +1.407.333.9911 | Toll Free: 800.736.0234
Fax: +1.407.333.4181
Nasdaq: FARO
www.FARO.com

To Whom It May Concern

5/8/2023

This is to certify that a FARO Technologies, Inc. ("FARO") employee with the following title has the authority to execute Non-Disclosure Agreements and final negotiated sales contracts for the sale of FARO products as set forth in the Delegation of Signing Authority Policy of FARO Technologies, Inc.:

- Vice President of Sales
- Director of Sales (Sales Director)

If you have any further questions or concerns regarding this certification or the policy, please contact Legal@FARO.com.

Sincerely,

Jeff Sexton
Vice President, Global Sales



SEILER
GEOSPATIAL

July 8th, 2024

City of Crystal Lake – Police Department
Attention: Deputy Chief Rick Neumann
100 W. Woodstock Street
Crystal Lake, IL 60014

Deputy Chief Neumann:

Enclosed is the proposed quote/bid for Quest #9206266, Request for Proposal for a "3D Forensic Scanner" dated July 1st, 2024.

Seiler Instruments was established in 1945 and is the Midwest distributor in nine states for Trimble forensic mapping equipment. The enclosed quote/bid lists the following items to meet the RFP. Your sales representatives and instructors will be Thomas Erdmann or Michael Marquardt. Both are ACTAR accredited crash reconstructionists, certified Trimble Forensic Instructors and Applied Forensic Specialists with over 57 combined years of experience.

1) 3D Forensic Scanner (with tripod, carrycase and two batteries)

- Part number SL-FOR-01-0124 which is a Trimble X9 scanning system with a Trimble T10X tablet, a dual battery charger, soft pack and hard pack carry case, extra tablet battery and charger, tripod and quick release mount, Capture and Perspective operating software.
- This scanner has (3) three batteries included with this purchase for the scanner and includes (1) one extra tablet battery for the T10X tablet.
- The X9 scanner is IP55 rated and temperature tolerant at -4 F to 122 F.
- Scanning can be done in inclement weather during extreme temperatures.
- The T10X tablet and software registers the scans while at the incident scene, dramatically reducing both at scene scan times due to over scanning and post processing registration.
- The X9 scanner package including the T10X tablet and software is $52768.32.
- A 12% discount for law enforcement is included with the purchase of this hardware and is reflected in the above price.

2) CAD Diagraming Software

- Part number FOR-03-0313-NR which is the Trimble Forensic Suite computer aided drafting (CAD) software package.
- This software package includes the Reveal Computer Aided Drawing software program and the Realworks software program.

- The Reveal software program is used to complete detailed scale diagrams and to work with 3D point cloud data. Realworks is used when a scan project has a registration issue and can be used to segment out specific items within a scan for later importation into Reveal. Example: a crashed vehicle scanned at an impound facility, imported into the actual crash scene, and placed at impact.
- Discussion with departmental officers during equipment demonstrations indicated the need for two user licenses. This quote/bid includes one user license for one year at $475.00; Two user licenses for five years would cost $4750. The quote/bid can easily be changed to reflect this should the agency which to extend the subscriptions to five years.

3) Software Subscription

- The T10X tablet runs two software programs for scanning. These programs are titled Capture and Perspective. The Capture and Perspective software programs are included with the purchase of the T10X tablet for the first year at no cost.

4) Subsequent Software Subscription Fees

- Part Numbers EWFOR-TFC-STOCK and EWLS-PERS-STOCK: Trimble titles the purchase of additional software subscriptions "Trimble Protection Plans" (TPP's).
- The Capture software TPP is renewed at $550.00/year and the Perspective software TPP is renewed at $660.00/year.
- In reviewing the RFP directive of a five-year hardware warranty, purchase of four additional years of Capture and Perspective software TPPs would cost $1830.40 for Capture and $2323.20 for Perspective.
- A 12% discount for law enforcement is included with the purchase of these TPP's and is reflected in the above prices.

5) Five Year Instrument Warranty

- Part Numbers ADLS-SCAN and ADLS-TAB-HW-STOCK:
- The Premium 5-Year hardware TPP is included in this quote for both the X9 Scanner and the T10X tablet. The X9 Scanner TPP costs $7392.00 and the T10X TPP costs $1218.80.
- These TPPs include a one-time accidental drop protection. If Trimble can not repair the damage, the X9 or T10X will be replaced with a refurbished or new piece of equipment.
- X9 scanners are field calibrated at the start of a scanning project and self-calibrate during each scan. After five years it, is recommended that the X9 scanner be dealer calibrated. This calibration is included with the premium X9

SEILER GEOSPATIAL

scanner TPP. Competitive scanners typically require annual calibrations at a significant cost.

- A 12% discount for law enforcement is included with the purchase of these TPP's and is reflected in the above prices.

6) On-site Training

- Part Number FOR-TRN-1 which is the Reveal software three day instructed class.
- A Trimble Certified Instructor will instruct up to (10) ten attendees in becoming proficient with the Reveal software program. A detailed curriculum can be provided.
- Training is at the agency's training location, which requires an overhead projection system or television such that the instructor can connect their computer for attendees to see their computer screen.
- Seiler Instruments will provide ten training computers loaded with the current software, for attendees' use during the training event.
- Up to 24 ACTAR credits are available for attendees of this class.
- The cost for this class is $5400.00.

Total Quote/Bid

The total price of this package is $71407.72 which includes the above indicated and RFP required items. TPP's can be reduced in years at customer request to reduce costs. Trimble also offers a X7 scanner package at a reduced cost which has been Trimble's primary forensics scanner since 2019 prior to the X9 becoming available in 2023. Differences: The X9 scanner includes increased point per second measurements, reduced individual scan timing, HDR photography capabilities, reduced range indoors (indoor mode) which reduces interior scan times significantly, and filtering that supports dark object scanning.

If you have any questions related to this quote/bid, please contact me.

Sincerely,

Michael Marquardt
Applied Forensic Specialist
Seiler Public Safety
mmarquardt@seilerinst.com
Cell 608-720-9772
ACTAR #1507

37. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: Seiler Instruments

Company Address: 3433 Tree Court Industrial Blvd.

City, State, Zip Code: St. Louis MO 63122

Contact Person: Michael Marquardt

Contract Person Phone / E-Mail: 608-726-9772 MMarquardt@seilerinst.com

Proposals for: 3D Forensic Scanner, per the specifications identified herein.

Item:	Price	
3D Forensic Scanner with tripod, carrying case, two batteries.	$ 52768.32	
CAD diagramming software	$ 475/license/year	5 years 2 License $4750
Software subscription cost	$ No Cost 1ST Year	
Subsequent software subscription fees	$ 4153.60	2 software titles for 4 years
5 year instrument warranty	$ 8610.80	Both Scanner & Tablet
On-site training	$ 5400	up to 10 attendees

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Proposers must submit a sealed envelope with one copy of the proposal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the bidder must sign below.

Signature: _____ Date: 07/08/24

Printed Name: Michael Marquardt Title: 11:06 AM

SEILER
GEOSPATIAL

Sales Quotation

Quote Number: 00099841

Contact Name:	Jeff Mattson	**Date Issued:**	07/08/24
E-mail:	jmattson@crystallake.org	**Expiration Date:**	11/16/24
Phone:	(815) 356-3620		

Ship To:
City of Crystal Lake, IL
100 West Woodstock Street
Crystal Lake, IL 60014
United States

Bill To:
City of Crystal Lake, IL
100 West Woodstock Street
Crystal Lake, IL 60014
United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
1.00	SL-FOR-01-0124	Trimble Forensics X9 Scanning System w/ T10x Capture KIT INCLUDES: X9-100-00-T10X - Trimble X9 Instrument Pack 101070-00-01 - Dual Battery Charger with Power Supply and Power Cord (North America) 121718-BLK-GEO-1 - USB C Vehicle Charger (Single) FOR-PERSP-TO-CAP - Upgrade Perspective to TF Capture W/ X Series Module data collector software	$59,964.00	$52,768.32	$52,768.32
1.00	ADLS-SCAN	TP Premium - Hardware - X9 Laser Scanner, 5 Years	$8,400.00	$7,392.00	$7,392.00
1.00	ADLS-TAB-HW-STOCK	TP Premium - Hardware - T100, T10x, or T7 Tablet, 5 Years	$1,385.00	$1,218.80	$1,218.80
4.00	EWFOR-TFC-STOCK	TPP - Software - Trimble Forensics Capture (12m expiration)	$520.00	$457.60	$1,830.40
4.00	EWLS-PERS-STOCK	TPP - Software - Perspective (12 month expiration)	$660.00	$580.80	$2,323.20
1.00	FOR-03-0313-NR	Trimble Forensics Suite (Subscription) (Reveal + TRW Forensics) Trimble Forensics Suite (ONE YEAR SUBSCRIPTION) Two Trimble Forensic Suite software licenses for three years total (6)	$475.00	$475.00	$475.00
3.00	FOR-TRN-1	Seiler Forensic Training (per Day) Seiler provided instructor for up to 10 attendees at your training facility, training computers with current software provided for the class instruction, date TBD	$1,800.00	$1,800.00	$5,400.00

Discount Total: $8,936.28

Total Price: $71,407.72

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

SEILER
GEOSPATIAL

Sales Quotation

Quote Number: 00099841

Please Contact Us:

Name: Mike Marquardt

Address: 9755 Airways Court
Franklin
Wisconsin, 53132
United States

Phone: (608) 720-9772

Mobile:

E-mail: mmarquardt@seilerinst.com

Terms: ☐ Net 30 Days ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at https://www.seilergeo.com/general-terms-and-conditions/ which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the Seiler Maximum Liability and Indemnification Agreement, version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

33. DISQUALIFICATION OF CERTAIN INDIVIDUALS OR FIRMS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION: No person or business entity shall be awarded an agreement or sub-agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

(A) has been convicted of an act committed, within the State of Illinois (or any state or the United States), of bribery or attempting to bribe an officer or employee of the State of Illinois (or any state or the United States) in that officer's or employee's official capacity;
(B) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois (or any state or the United States);
(D) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq., under the laws of the State of Illinois(or any state or the United States);
(E) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois (or any state or the United States);
(F) has made an admission of guilt of such conduct as set forth in subsection (A) through (E) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
(G) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (E) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business. By signing this document, the consultant hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

_____
(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 2 day of July, 2024.

BEN ROBERTSON
Notary Public
State of Wisconsin

_____
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

34. ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Michael Marquardt, hereby certifies that he/she is
(Name)

Representative of Seiler Instruments
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The party making the foregoing proposal or bid (a "**bid**"), that such bid is genuine and not collusive, or sham; that said consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any consultant or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other consultant, or to secure any advantage against any other consultant or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 8 day of July, 2024.

Notary Public

BEN ROBERTSON
Notary Public
State of Wisconsin

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

35. CONFLICT OF INTEREST

Michael Marquardt, on behalf of the consultant making this proposal, hereby certifies that consultant has conducted an investigation into whether an actual or potential conflict of interest exists between the consultant, its owners and employees and any official or employee of the City identified herein.

Consultant further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if consultant has not disclosed any actual or potential conflict of interest, the City may disqualify the proposal or the City may void any award and acceptance that the City has made prior to discovery of said undisclosed conflict.

(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 9 day of July, 2024.

Notary Public

BEN ROBERTSON
Notary Public
State of Wisconsin

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

36. TAX COMPLIANCE AFFIDAVIT

Michael Morgan, hereby certifies that he/she is
(Name)

Representative of Seiler Instruments
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the City of Crystal Lake because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the City to recover all amounts paid to the individual or entity under the agreement in civil action.

(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 8 day of July, 2024.

Notary Public

BEN ROBERTSON
Notary Public
State of Wisconsin

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

Quote: 100352

TOPCON
Solutions Store

Mr. Rick Neumann
Deputy Chief of Police
CITY OF CRYSTAL LAKE
100 W WOODSTOCK ST
CRYSTAL LAKE IL 60014-4262
UNITED STATES

Date:	Jul 12, 2024
Customer Reference:	3D SCANNER FOR CRYSTAL LAKE PD
Customer Number:	1060251
Valid From:	Jul 14, 2024
Valid To:	Aug 2, 2024
Contact:	Mark Roskin
Mobile:	+1 847-922-8603
E-Mail:	mroskin@topconsolutions.com
Sales Office:	Carol Stream

Line	Description	Quantity
100	KIT, GTL-1203 SCANNING W/MAGNET FIELD	1
200	CUSTOM TRAINING AT TOPCON SOLUTION STORE	2
300	CUSTOMER CARE SUPPORT PREMIUM HARDWARE	1
400	3 YR EXTENDED WARRANTY - GTL	1

Total Excl. Taxes **57,879.45 USD**

Payment Terms: 30 days net
Incoterms: Delivered duty paid, CRYSTAL LAKE

INCLUDED WITH YOUR PURCHASE:
1009274-01 CARBON FIBER PRISM POLE BIPOD, TOPCON 1 EA

1015317-01 FC/SHC6000/6400 RAM CLIP MOUNT KIT 1 EA

1030649-01 TRIPOD, TP-15 WOOD FIBERGLASS QC 1 EA

1032019-01 SUBS, MAGNET COLLAGE SCAN +WEB INTRO 12M 1 EA

Topcon Solutions Inc.
297 Commonwealth Dr.
Carol Stream IL 60188
USA

phone: +1 630 384 1234
web: www.topconsolutions.com

Quote: 100352

TOPCON
Solutions Store

1044220-02 GTL-1203/PS, W/S-DISP, NA/LA 1 EA

210150005 PRISM, ATP1 360 DEGREE PRISM W/COVER&CAP 1 EA

60218 Robotic Pole Carbon Fiber 1 EA

61065 SUBSCRIPTION, MAGNET FIELD 12MO 1 EA

808903 Tripod Stabilizer 1 EA

1067908-01 FC-6400 GEO CELL 128GB/16GB 1 EA

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Carol Stream IL 60188
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web: www.topconsolutions.com

Quote: 100352

TOPCON Solutions Store

Rick Neumann		2024-07-13
Name	Authorized Signature	Date

Disclaimer

Terms and Conditions: This quotation is valid only for the period indicated and is issued upon the Topcon Solutions, Inc. standard Terms of Sale and/or applicable commercial agreement between Purchaser and Topcon (and any applicable terms and conditions published from time to time on Topcon's websites) (**"Applicable Commercial Terms"**). A copy of the standard Terms of Sale may be attached or may be obtained on request. Any terms or conditions to the contrary appearing on orders or within Purchaser's terms and conditions of purchase or any other documentation shall be of no effect. No waiver, modification, or addition to the Applicable Commercial Terms, or any assignment of Purchaser's rights or obligations hereunder, shall be valid or binding on Topcon unless in writing and signed by an authorized Topcon representative. Any discounts provided only apply to this quote revision and are not transferrable to any other quote or purchase. Jobsite services provided by Topcon Solutions Store and its employees are based entirely upon the use of the owner's design and survey control data provided by the owner and then applied to our products. No warranty for these services is either expressed or implied. The above quotation does not include shipping or applicable taxes.

Topcon Solutions Inc.
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Carol Stream IL 60188
USA

phone: +1 630 384 1234
web: www.topconsolutions.com

MARK H. ROSKIN
TOPCON SLOUTIONS STORE
297 Commonwealth Dr., Carol Stream, Il. 60188
+1 630-384-1234 Ext. 4615 store
+1 847-922-8603 mobile
+1 888-611-1209 support
mroskin@topconsolutions.com
www.topconsolutions.com

Combination 3D Forensic Scanner System /Robotic One-Man Total Station by Topcon Positioning Systems

The equipment that we shall furnish under the specifications will be the latest model in current production to commercial trades and shall be of quality workmanship and material. Our GTL-1203 has a 2 year parts and labor warranty. We're bidding our revolutionary ultra-fast Topcon 3D scanner / robotic system. The Topcon GTL-1203 is known for its speed and efficiency in mapping and forensic workflows. When compared to other laser scanners in terms of accuracy, here's how it stands:

- GTL-1203: It offers a balance between speed and precision, suitable for mapping a scene where rapid data acquisition is crucial. It scans at 200,000 points per second with an accuracy of 1cm at 30m.
- The 3D Scanner routine is extremely fast and easy to use with Topcon's FC-6400 controller or the on-board software that has Topcon's Magnet Field Solutions driving the processes.
- The choice between the GTL-1203 and other scanners depends on the specific needs of the project. If speed and cost are bigger concerns, the GTL-1203 is favored. The GTL-1203's fast scanning capability makes it particularly well-suited for tasks that need to combine total station control with scan data in an efficient workflow. Shooting control for a laser scanner before scanning is paramount for accuracy and the GTL will provide outstanding workflow and results.

Our GTL system will come with 2 batteries and 1 tripod along with all the capabilities of a 3D scanner and a robotic instrument. You may have an older Topcon robot that you use, however, today's robotic instruments track better and won't lose lock nearly as much with a tracking speed as fast as 180 degrees per second, and smaller to make them easier for multiple setups. The scanner part of the instrument can scan 200,000 points a second. Included in our package is our processing software for the scans and images. We can use a few different setup styles like cloud-to-cloud registration, occupy /backsight, or setup anywhere. The software we use for registering the point clouds, editing data and converting to file formats and to share is called Topcon Magnet Collage and Web. Subject of note, Collage converts to scan formats that Faro 3D Scene uses. Scans and point data can be converted to many different formats. Topcon Solutions Store in Carol Stream and is the direct retail arm of Topcon Positioning Systems. All equipment offered under the bid specifications shall be new and the latest technology.

Topcon Solutions serves the AEC industry as the retail division to Topcon Positioning Systems https://www.topconpositioning.com and an Autodesk Platinum Partner. The technology offerings, workflows, and productivity solutions between these two brands is why Topcon Solutions is a leader in the industry. Our vast product portfolio, technical expertise across brands, and business savvy industry knowledge is unmatched. Supporting our customers with training, technical support, consulting & repair is our specialty. 13 locations, covering 20 states and growing! Solutions Is Our Middle Name.
Our Technical Support team is available Monday-Friday via phone, email, and online forms to address your product or workflow challenges. Topcon Solutions training & support is unmatched when it comes to interoperability and workflows between Topcon Positioning equipment and Autodesk A/E/C software. Each location houses a full service center and is home to a Topcon warranty repair center. We service all major brands and offer a full rental line so you can remain in production while your technology is being serviced.

37. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: TOPCON SOLUTIONS INC

Company Address: 297 COMMONWEALTH DR.

City, State, Zip Code: CAROL STREAM, IL 60188

Contact Person: MARK H. ROSKIN

Contract Person Phone / E-Mail: MARK H. ROSKIN (847) 922-8603 / mroskin@topcon.com

Proposals for: 3D Forensic Scanner, per the specifications identified herein.

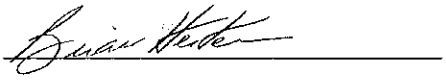
Item:	Price $57,879.45	
3D Forensic Scanner with tripod, carrying case, two batteries.	$ 44,865.45	
CAD diagramming software	$ N/A	already using FAROzone
Software subscription cost	$ INCLUDED	
Subsequent software subscription fees	$ 2,357.37 Per Yr	
5 year instrument warranty	$8919.99	
On-site training	$ 4,095.00	2 DAY TRAINING/ 1 YEAR SUPPORT

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Proposers must submit a sealed envelope with one copy of the proposal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the bidder must sign below.

Signature:  Date: 7/12/2024

Printed Name: Mark Contino Title: President

Signature:  Date: 7/12/2024

Printed Name: Brian Hester Title: Secretary

33. DISQUALIFICATION OF CERTAIN INDIVIDUALS OR FIRMS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION: No person or business entity shall be awarded an agreement or sub-agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

(A) has been convicted of an act committed, within the State of Illinois (or any state or the United States), of bribery or attempting to bribe an officer or employee of the State of Illinois (or any state or the United States) in that officer's or employee's official capacity;
(B) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois (or any state or the United States);
(D) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq., under the laws of the State of Illinois(or any state or the United States);
(E) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois (or any state or the United States);
(F) has made an admission of guilt of such conduct as set forth in subsection (A) through (E) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
(G) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (E) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business. By signing this document, the consultant hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Brian Weber
(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 12 day of July, 2024.

MOIRA KRISTOFICH
NOTARY PUBLIC, STATE OF NEW JERSEY
COMMISSION # 2365469
MY COMMISSION EXPIRES 10/12/2027

Moira Kristofich
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

34. ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Brian Hester, hereby certifies that he/she is
(Name)

Officer of Topcon Solutions, Inc.
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The party making the foregoing proposal or bid (a "**bid**"), that such bid is genuine and not collusive, or sham; that said consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any consultant or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other consultant, or to secure any advantage against any other consultant or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Brian Hester
(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 12 day of July, 2024.

MOIRA KRISTOFICH
NOTARY PUBLIC, STATE OF NEW JERSEY
COMMISSION # 2365469
MY COMMISSION EXPIRES 10/12/2027

Moira Kristofich
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

35. CONFLICT OF INTEREST

Brian Hester, on behalf of the consultant making this proposal, hereby certifies that consultant has conducted an investigation into whether an actual or potential conflict of interest exists between the consultant, its owners and employees and any official or employee of the City identified herein.

Consultant further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if consultant has not disclosed any actual or potential conflict of interest, the City may disqualify the proposal or the City may void any award and acceptance that the City has made prior to discovery of said undisclosed conflict.

Brian Hester

(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 12 day of July, 2024.



Moira Kristofich

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

36. TAX COMPLIANCE AFFIDAVIT

Brian Hester, hereby certifies that he/she is
(Name)

Officer of Topcon Solutions, Inc.
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the City of Crystal Lake because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the City to recover all amounts paid to the individual or entity under the agreement in civil action.

Brian Hester
(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 12 day of July, 2024.

MOIRA KRISTOFICH
NOTARY PUBLIC, STATE OF NEW JERSEY
COMMISSION # 2365469
MY COMMISSION EXPIRES 10/12/2027

Moira Kristofich
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: The Interlocal Purchasing System (TIPS) Purchasing Cooperative for Backup and Disaster Recovery Service Solution

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with ThinkGard, for the purchase of a backup and disaster recovery service solution in the amount of $180,677 through TIPS Purchasing Cooperative.

Staff Contact: Steve Weishaar, Director of Information Technology

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Background:

The Information Technology Department is tasked with protecting and securing City data on a daily basis. Which makes the backup and recovery solution paramount to the resiliency of City services. Our current backup solution has been in place for over seven years and, while it has served the City well, it is time to look at a service that is more in line with the security and protection objectives for the City.

ThinkGard offers a full-service, turn-key backup and disaster recovery approach to protecting organization data. Utilizing ThinkGard services will allow the City to safeguard data against ransomware through 100% immutable backups and ensure our data is available when needed. ThinkGard offers fully encrypted, on premise and offsite backups for all servers allowing for backups to be performed as often as every five minutes. Their service provides monitoring of backup jobs and 24x7 assistance and service during any disaster event.

The cost of this solution includes an appliance (server computer) that will store all of the backups and offload to a US-based datacenter for 100% resiliency and business continuity. It also includes the monthly service for the solution, providing the following services:

- Ongoing daily monitoring and management of backup appliances
- Initial remediation of any backup errors
- One year TBR in US-based datacenters
- Bicoastal datacenter offsite replication locations
- 24/7/365 telephone and email on-call service
- Annual disaster recovery testing

- Server loss incident management

The City will utilize TIPS Purchasing Cooperative for this project. TIPS has awarded a competitive RFP 220105 to ThinkGard for technology solutions, products and services. This Purchasing Cooperative provides very competitive pricing and excellent service through nationally sourced RFP programs. The average price offered through this contract is well below the retail price (approximately 22% off the retail price) of the full solution.

The contract term of this agreement is 41 months, to coincide with the change to a calendar fiscal year, beginning August 7, 2024 and ending December 31, 2027. Yearly renewal after December 31, 2027 will be $48,696/year if the City wishes to continue the service.

Sufficient funding is available in the budget for this project.

City legal counsel has reviewed and accepted the language in the agreement.

Recommendation:

It is the staff recommendation to purchase ThinkGard backup and disaster recovery services in the amount of $180,677 through TIPS Purchasing Cooperative.

Votes Required to Pass:

Simple Majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City is authorized to participate in The Interlocal Purchasing System (TIPS) Purchasing Cooperative and that the City Manager is authorized to execute a contract with ThinkGard, for the purchase of a backup and disaster recovery service solution in the amount of $180,677, through TIPS Purchasing Cooperative.

DATED this 6th day of August 2024.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

PASSED: August 6, 2024
APPROVED: August 6, 2024

Draft

City of Crystal Lake, IL - 36TB BDRaaS Enterprise Solution & Service

Quote created: June 24, 2024 Reference: 20240624-101439766

City of Crystal Lake, IL
100 W. Woodstock St
Crystal Lake, Illinois 60014
United States

Eric Helm
ehelm@crystallake.org
(815) 459-2020

Steve Weishaar
sweishaar@crystallake.org
(815) 459-2020

Comments

This proposal for the City of Crystal Lake, IL includes pricing for ThinkGard's managed Backup and Disaster Recovery as a Service (BDRaaS) solution.

Contract start date: 08/01/2024
Contract end date: 12/31/2027

TIPS contract number: 220105

Brittany Rademacher - Account Executive ThinkGard



Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Enterprise 36TB Appliance • CPU (2x) Intel® Xeon® Gold x2 5218R (20 Cores 40 Threads for each processor) • RAM: 192GB ECC (UPGRADED TO 384 GB RAM) • Array: (3x) 20TB SAS RAID 5 • OS Drive: (2x) 240GB NVMe m.2 RAID-1 (Mirror) on BOSS Card • Performance Cache:(SLOG) 480GB SATA SSD • NICs: (2x) 10Gb Base-T, (2x) 1Gb Base-T • Chassis: 1U	S5-36_384	1	$18,278.00	$13,299.00 after $4,979.00 discount

Item & Description	SKU	Quantity	Unit Price	Total
DataGard 36TB Monthly Services Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Bicoastal Data Center offsite replication locations • Ongoing daily monitoring and management of all backup appliances: - Customizable local backup schedules per server (from every 5 minutes to 24 hours) - Experienced Support team that checks on every appliance daily - Initial remediation of backup errors - Communication with client if assistance or intervention is needed for production servers - Monitor daily mini disaster recovery test via screenshot verifications - Telephone and email on-call service available 24/7/365 - Facilitate test restorations per request with IT staff - Annual Disaster Recovery testing, including cloud testing, with a DR Plan deliverable • Full ThinkGard Support team assistance for any restoration event: - 24/7 assistance during all disaster events - Work with client to determine the most efficient of eight (8) restoration types available to provide business continuity - Server loss incident management: in the event an incident occurs, ThinkGard staff will assist the organization through restoration and recovery. - Mounting of backup points for simple file/volume recoveries - Local and/or cloud virtualization in the event of server(s) loss - Assist in verification of 'clean' servers in the case of a ransomware attack along with identifying and confirming the possible attack	DG-S5-36-1TBR	1	$4,058.00 / month	$4,058.00 / month for 3 years

Item & Description	SKU	Quantity	Unit Price	Total
window • 30 days of offsite virtualization, after which a fee of $200.00 per 24 hours will incur.				
Implementation Services - Enterprise The one-time fee includes: • Preconfigure appliance(s) networking to match client environment and provide documentation for firewall configuration to communicate to the offsite Data Centers • Two video conferences with ThinkGard Support (more as necessary): - Onboarding meetings will go through process of adding server backup jobs to appliance(s) as well as provide plan to get all servers backing up to appliance(s). - Post-Onboarding meeting will audit the appliance(s) to make sure everything has been added to the backup solution, as well as a walkthrough of the Disaster Recovery testing process. We will provide a link to schedule your DR Test with our staff at this time. • Assistance in onboarding client servers to the backup appliance(s) • Setup of backup job alerting and reporting • Monitoring of onboarded servers to configure individual server's screenshot verification • RoundTrip option to offsite large servers to the cloud Data Center (optional) • Shipping cost of appliance(s) to client	DG-ENT-IMP-LG	1	$1,000.00	$1,000.00

Monthly subtotal	$4,058.00
One-time subtotal	$14,299.00
after $4,979.00 discount	
Total	$18,357.00

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Eric Helm
ehelm@crystallake.org

[sig|req|signer1]

Kevin Fuller
kevin@thinkgard.com

[sig|req|signer2]

This quote expires on August 31, 2024

Purchase terms

BACKUP AND DISASTER RECOVERY AGREEMENT TERMS

Term: This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 41 Months and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed-to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement. This Agreement cannot be automatically renewed more than five (5) times. This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:

- Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
- Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client; Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, THINKGARD will, if requested by the Client, assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal the actual hard costs that ThinkGard incurred as result of this early cancellation. Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD and client.

Services Provided: An on-site Backup Appliance that acts as a local storage device for data backups and standby server in the event of server and/or workstation failure.

1. Incremental backups sent to the backup appliance once an hour by default.
2. Secure Remote (Off-site) Storage provided at two (2) secure data centers.
3. Day-to-day data restoration of files, file folders, emails or email stores, SQL databases, and SharePoint.
4. Full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and backup appliance are lost.
5. Full management, monitoring, and testing of the backup appliance and remote storage.

Security: All data is fully encrypted during transmits off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure data center facilities. (a) Each file is encrypted using 256-bit AES and SSL key-based encryption technology. 256-bit AES encrypted data cannot be read without the corresponding keys – a feature designed to prohibit the misuse of the encrypted data. (b) The on-site backup appliance unit communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet. (c) Data stored off-site remains encrypted at all times.

Data Deduplication and Compression: Data deduplication and compression occurs prior to data storage and transmit using state-of-the-art technology. This ensures that backups are completed in a shorter timeframe, less storage space is used on the on-site backup appliance and at the off-site data centers, and needed bandwidth to transfer data off-site remains manageable.

Backup Frequency: Servers can be backed up as frequently as once an hour by default. Retention policies can be customized to create as many archived versions of data and full recovery points as needed. Off-site backup frequency is continuous by default, and may be customized to meet Internet bandwidth limitations. Off-site backup frequency is ultimately dependent upon total data size, data changes, and available Internet bandwidth.

Smart Data Transport: Data transmission can be configured to minimize Internet bandwidth consumption. The on-site backup appliance and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day, customized for each day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site.
Remote Storage provided at two high availability Data Centers in Pennsylvania and Utah Highly redundant storage in multiple redundant cluster nodes at two (2) redundant bi-coastal data centers. (a) Connectivity provided by multiple providers with automatic failover capabilities. (b) Facilities power is supplemented with both battery backup and diesel generation capabilities. (c) Full physical security at each facility including global biometric authentic-cation access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons. (e) Fire suppression and environmental control provided.
Remote Storage and Base Remote Backup Image Creation (a) Your data is stored (in encrypted form) in two (2) secure off-site data centers, located in Pennsylvania and Utah. (b) The initial backup will be sent via a SATA II drive to the primary remote storage facility. There is an approximate two-week turnaround time to seed the initial backup off-site. Incremental backups will occur during the off-site seeding process and will collapse into the main backup once the off-site transfer is complete.

Recovery Time Objective (RTO): THINKGARD will log all retrieval activities from the Client. (a) THINKGARD will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24-hours of the first request. THINKGARD will restore a file, file folder, email or an entire mailbox, as needed, upon Client's call to the THINKGARD helpdesk (b) In a disaster, where Client loses its entire office, THINKGARD will have a new backup appliance imaged, with the most current backup information (usually, the previous day's data). The new backup appliance will be shipped out via next-business day air transportation to a location of your choice. When the backup appliance arrives, it will be ready for use as a virtual server. (c) The backup appliance can also be used to perform a bare metal restore to dissimilar hardware, which means that when a new server arrives, the backup appliance can be used to restore the most current data to the new server(s) and/or workstation(s), regardless of hardware.

Off-Site Virtualization: In a disaster where Client loses its physical servers and backup appliance, servers and/or workstations may be virtualized off-site. (a) Servers can be virtualized in both off-site data centers. (b) Public IP and/or VPN access will be given to connect to remote virtual machines. Virtual machines can also be accessed using VNC and/or RDP.

Ownership of the Data: The backup data being stored on the backup appliance and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, THINKGARD will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive, which can be synchronized with the data on the backup appliance. The Client agrees to pay THINKGARD the actual costs of rendering such assistance.

Catastrophe Service: In the event of a catastrophe, fees for the "Disaster Recovery Service" are covered in the Agreement.

Interference: The Client shall not, during the term of this Agreement and for twelve (12) months following its termination, solicit to work for the Client any employee of THINKGARD.

Warranty: THINKGARD warrants that THINKGARD's work will be performed in accordance with reasonable and customary practices prevailing at the time for its business. (a) As long as the service fees are current, the backup appliance unit shall be fully warranted and no additional charges will be incurred for hardware failure. Firmware and software updates are also included (please note, however, that the backup appliance cannot be modified in any way or the hardware warranty(ies) and THINKGARD's warranties under this Agreement, shall be voided. This includes adding software applications to the backup appliance itself, adding memory and/or hard drives, etc.) (c) Backup appliance replacement parts will be shipped next business day air transportation and prepaid by THINKGARD.

Confidentiality: Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the backed up data and all information relating to the backed up data as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need

to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; (v) is received from a third party to whom the information was disclosed without restriction.

Equipment and Facilities: Client agrees that THINKGARD may utilize certain items of their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.

Passwords: THINKGARD acknowledges that it must have remote access to the backup appliance to perform their duties under this Agreement. Backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.

No Third Party Beneficiary: Neither Party shall subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from the other Party, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.

Dispute Resolution: This Agreement shall be governed by the state and Federal laws applicable to the State of Illinois, U.S.A.

Force Majeure & Malicious Acts: THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.
Taxes: Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.
Warranty of Representative Capacity: Each Party warrants that its undersigned representative has the authority and capacity to bind that Party to the terms and conditions of this Agreement and understands that each Party has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.

Severability: If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.
Remedy Upon Client's Payment Default: Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law in Illinois and/or the federal jurisdiction which includes said United States, Illinois.

Understanding: The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.

Integrated Agreement: This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and

all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.

Questions? Contact me



Brittany Rademacher
Account Executive
brittany.rademacher@thinkgard.com
517-420-0434

ThinkGard
3000 Galleria Circle, Suite 1130
Hoover, AL 35244
United States

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: August 6, 2024

Item: Purchase of six (6) Police Department Vehicles through the State of Illinois Central Management Services (CMS)

Staff Recommendation: Adopt a Resolution authorizing the City Manager to purchase six (6) Police Department vehicles through the State of Illinois Central Management Services (CMS) bid for a not to exceed amount of $350,000

Staff Contact: James Black, Chief of Police
Michael P. Magnuson, P.E., Director of Public Works and Engineering

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Background

Purchasing specialty vehicles remains challenging, even several years after the pandemic. Supply chain disruptions and other factors are still resulting in a backlog for production of specialty vehicles that exceeds the available supply. Police Department vehicles have been particularly difficult to obtain over the past several years.

The current State of Illinois contract holder for police vehicles, Sutton Ford, has stated that the order window for Police vehicles is open and will likely close later this month. The City would like to purchase up to six (6) vehicles through the state bid at a total not to exceed cost of $350,000.

Recommendation

City staff is requesting approval to authorize the City Manager to purchase up to six (6) police vehicles at through the state bid at a total not to exceed cost of $350,000 from Sutton Ford, the current State of Illinois contract holder for these vehicles. The Fiscal Year 2024B budget contains funds for these purchases.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to replace existing Police Department vehicles that have reached the end of their service life; and

WHEREAS the limited supply of these vehicles is making acquisition difficult and the time to order these vehicles for delivery next year is limited.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to purchase up to six (6) police vehicles from the current State of Illinois contract vendor, Sutton Ford, for a total not to exceed amount of $350,000.

DATED this 6th day of August, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: August 6, 2024
APPROVED: August 6, 2024