CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
September 17, 2024
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – September 3, 2024**
5. **Accounts Payable**
6. **Public Presentation**
   The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.
7. **Mayor's Report**
8. **City Council Reports**
9. **Consent Agenda**
   a. **Class 20 Temporary Liquor License Request – Pioneer Center for Human Services, December 13, 2024**
10. **Class 20 Temporary Liquor License Request – Leadership of Greater McHenry County, October 17, 2024**
11. **City Code Amendment to Increase the Number of Class 2 Liquor Licenses – Applicant: Keing Corporation, d/b/a Chicago Ramen Crystal Lake, located at 230 W. Virginia Street, Suite 250**
12. **City Code Amendment to Increase the Number of Class 29 Liquor Licenses – Applicant: 1918 Winter Street Illinois LLC, d/b/a Mariano's #544, located at 105 Northwest Highway**
13. **City Code Amendment to Increase the Number of Class 17 Liquor Licenses – Applicant: 965 N. Brighton Circle Social Club LLC, d/b/a 965 N. Brighton Circle Social Club LLC, located at 965 N. Brighton Circle**
14. **911 Tek (Outlot), Dipak Patel - Preliminary and Final Planned Unit Development for an inline retail building with drive-through**
15. **Ordinance waiving the formal procurement requirements under City Code Section 102-3 and authorization of payment to Central Tree & Landscape Mulch, LLC for Brush Grinding services**

16. Approval of Property Acquisition by the Illinois Department of Transportation for the City's Lift Station 22 Parcel

17. Bid Award – Well 12 Maintenance and Rehabilitation

18. Water's Edge - Transferee Assumption Agreement, First Amendment to the Redevelopment Agreement, and Vacation Ordinance for Water's Edge Mixed-Use Development

19. Council Inquiries and Requests

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

21. Reconvene to Regular Session

22. Adjourn

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date:	September 17, 2024
Item:	Class 20 Temporary Liquor License Request – Pioneer Center for Human Services
Staff Recommendation:	Motion to approve issuance of a Class 20 Temporary Liquor License to Pioneer Center for Human Services
Staff Contact:	Melanie Nebel, Executive Assistant Nick Hammonds, Deputy City Manager

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Background:
The City received a request from Pioneer Center for Human Services for the issuance of a Class 20 Temporary Liquor License in order to offer alcoholic liquor in the package only, as a raffle prize for their Annual Holiday Inspiration Luncheon on Friday, December 13, 2024. While raffle licenses are approved administratively per the City Code, the issuance of a temporary liquor license requires consideration by the City Council.

The organization will need a temporary liquor license as the award of alcoholic liquor as a raffle prize is considered the sale of alcohol by the State Liquor Control Act. The wine and alcoholic liquor raffle prizes will be awarded at the Holiday Inn, located at 800 S. Illinois Route 31, on Friday, December 13, 2023 and must be picked up by Sunday, December 15, 2024 at the latest.

Section 329-5-T of the City Code permits the issuance of a Class 20 Temporary Liquor License for the retail sale of alcoholic liquor on the premises in packages only, but not for consumption on the premises specified in the license where sold. The license shall be issued to not-for-profit corporations or organizations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three days and shall be issued only for special events sponsored by the not-for-profit corporation or organization requesting the license.

Pioneer Center for Human Services has met all application requirements for a temporary liquor license.

Votes Required to Pass:
Simple majority

CITY OF CRYSTAL LAKE

Class "20"
Temporary Liquor License

General Information:

- A Class "20" **Temporary** Liquor License authorizes the retail sale of alcoholic liquor on the premises specified in the license in packages only but not for consumption on the premises where sold.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Issuance of a Class "20" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

City of Crystal Lake
Application for Temporary Liquor License

CLASS "20"
Alcoholic Liquor in Packages Only

The undersigned hereby makes application for a license for the sale at retail of alcoholic liquor in packages only under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name Pioneer Center for Human Services
(Must be not-for-profit organization)

Address 4031 W. Dayton Street, McHenry, IL 60050 Phone Number 815-344-1230

2. Location where beer in packages only will be sold:
Crystal Lake Holiday Inn, 800 S. Illinois Rte. 31, Crystal Lake, IL 60014

3. Dates of the event (**not to exceed three (3) days**): Friday, December 13, 2024

4. Hours of operation: 10:00 am - 2:00 pm

5. Describe the type of crowd and traffic control licensee will utilize. Provided by facility staff

6. Describe plan for refuse pickup. Provided by facility staff

7. Please list the names and addresses of the members of the organization who will be selling alcoholic liquor in packages only at the location pursuant to the license. If additional space is needed, please use reverse side.
To be determined prior to event. Will be provided to city. See attached (AS)

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 in packages only on the property during the time requested.**
   - ☑ **Site plan of area where beer in packages only will be sold.**
   - ☑ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "20" Temporary Liquor License to applicant.**

[signature] 8-15-2024
Signature of President Date

[signature] 8-15-2024
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.

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 15th

day of AUGUST, 2024.

Notary Public

OFFICIAL SEAL
THERESE M VOELKER
Notary Public, State of Illinois
Commission No. 988669
My Commission Expires March 25, 2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/15/2024

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

Beth & Rudnicki Insurance Agency, Inc
PO BOX 1510
McHenry, IL 60050

CONTACT NAME: Stephanie Heinberg
PHONE (A/C, No, Ext): 815-385-7630 FAX (A/C, No): 815-399-6689
E-MAIL ADDRESS: stephanie@brinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Pioneer Center for Human Services
4031 Dayton Street
McHenry, IL 60050

COVERAGES CERTIFICATE NUMBER: 00002205-0 REVISION NUMBER: 1

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			PHPK2570189	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE 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	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			PHPK2570189	7/1/2024	7/1/2025	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 12/13/2024 Event - Holiday Inn, 800 S. Route 31, Crystal Lake, IL 60014

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(STH)

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August 20, 2024

City Manager's Office
Attn: Liquor License
100 W. Municipal Complex
Crystal Lake, IL 60014

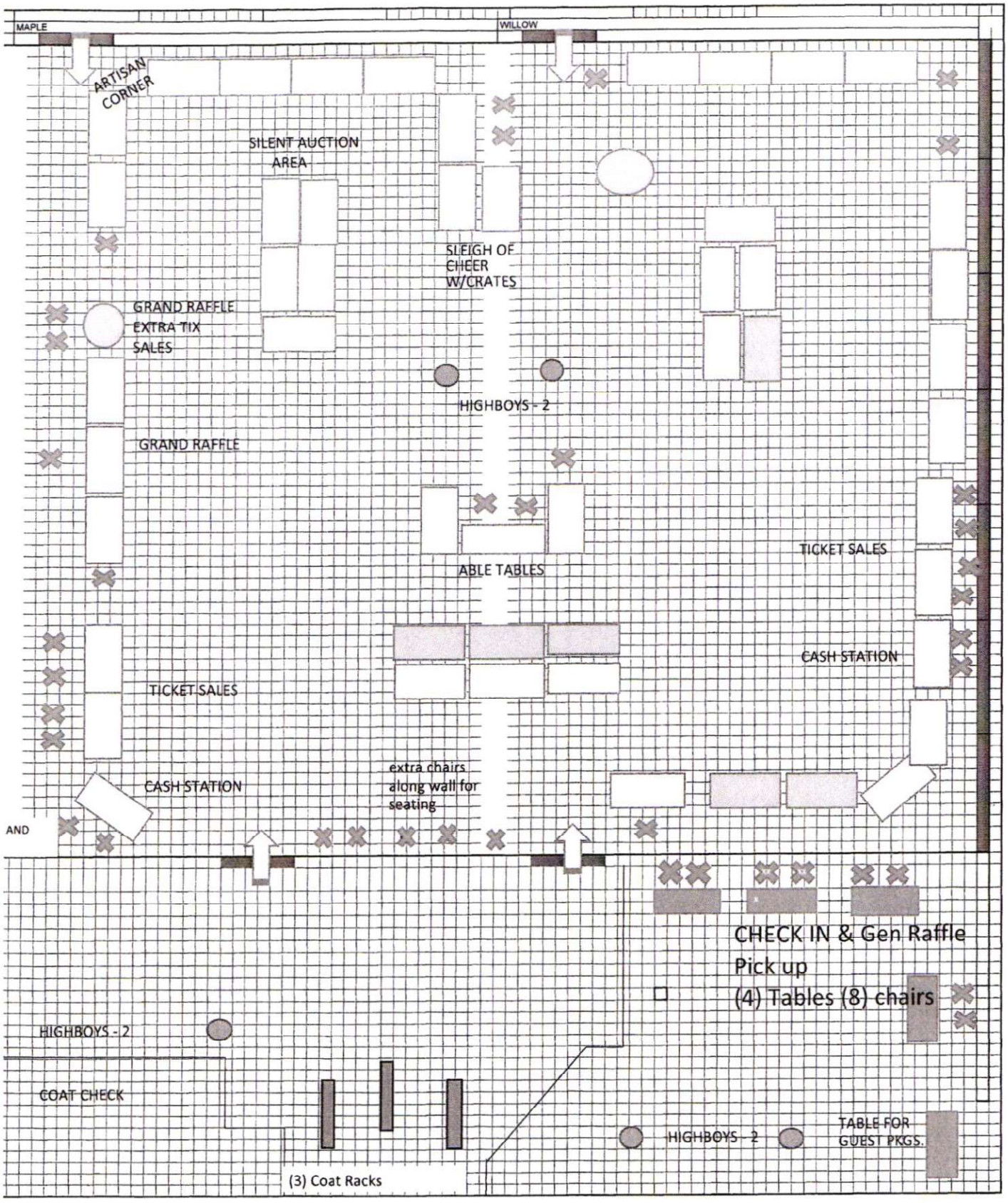
RE: Raffle & Liqour License Application

Greetings,

On December 13, 2024 the Pioneer Center for Human Services will host their Fundraiser at the Holiday Inn, Crystal Lake. We are aware that the Pioneer Center for Human Services will conduct different raffles and some packages that may include alcohol. The Holiday Inn will not receive any proceeds from these raffles. All proceeds from the event are in support of the Pioneer Center for Human Services.

Sincerely,

Fran Headrick
Director of Sales & Marketing
Holiday Inn Crystal Lake


MAPLE
WILLOW
ARTISAN CORNER
SILENT AUCTION AREA
SLEIGH OF CHEER W/CRATES
GRAND RAFFLE EXTRA TIX SALES
HIGHBOYS - 2
GRAND RAFFLE
ABLE TABLES
TICKET SALES
CASH STATION
TICKET SALES
CASH STATION
extra chairs along wall for seating
AND
CHECK IN & Gen Raffle Pick up
(4) Tables (8) chairs
HIGHBOYS - 2
COAT CHECK
HIGHBOYS - 2
TABLE FOR GUEST PKGS.
(3) Coat Racks

Pioneer Center
for Human Services

Developmental Disabilities · Behavioral Health · Homeless Services

Passion to Serve. Commitment to Care.

18TH ANNUAL
Holiday Inspiration
LUNCHEON

September 4, 2024

City of Crystal Lake
Attn. City Manager's Office
100 W. Woodstock St.
Crystal Lake, IL 60014

Honorable Mayor and Crystal Lake City Council,

On behalf of Pioneer Center for Human Services we would like to submit our application for renewal of a Class "20" Temporary Liquor License.

During our 18th Annual Charity Holiday Inspiration Luncheon we would like to include liquor, wine and beer in our prizes. The event will take place December 13, 2024 at the Holiday Inn/Crystal Lake conference center. These fundraiser proceeds support Pioneer Center for Human Services programs and services for people with Developmental Disabilities, Homeless and Behavioral Health needs throughout McHenry County and the surrounding area.

Pioneer Center for Human Services currently and throughout the decades has had the privilege to work with Crystal Lake residents as Pioneer Center Board Members, staff and volunteers. We also have been and currently are members of the Crystal Lake Chamber of Commerce and have participated in many events for Crystal Lake organizations throughout the decades. This Holiday Inspiration Luncheon annually supports and promotes Crystal Lake businesses through sponsorships and in-kind donations make into spectacular holiday gift baskets.

Enclosed you will find the following for your review:

- Class 20 Temporary Liquor License Application
- Certificate of Liability Insurance
- Letter of Acknowledgement from the Crystal Lake Holiday Inn for Liquor License Application
- Site plan for prizes sale area

Thank you for your consideration.

Warmest Regards,

Sue George
Events and Volunteer Coordinator

Alaina Skurski

From: Susan George <SGeorge@pioneercenter.org>
Sent: Thursday, September 5, 2024 12:05 PM
To: Alaina Skurski
Subject: RE: Pioneer Center Class 20 Temp. Liquor License Appl.

Stop - Look - Think - Decide: This email originated from outside of the City. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hello Alaina,

I apologize for not updating the document regarding servers.

All alcohol will be in its original container, unopened and on display with Silent Auction items or Raffle Baskets. For this purpose, no servers will be necessary the day of the event, Dec. 13, 2024.

Thank you for your assistance. Please contact me if you have any questions.

All the best,
Sue

Sue George
Pioneer Center for Human Services
Events and Volunteer Coordinator

Pioneer Center
for Human Services
Developmental Disabilities • Behavioral Health • Homeless Services
Passion to Serve. Commitment to Care.

4031 W. Dayton Street, McHenry, IL 60050
Direct: (815) 759-7130 | Main: (815) 344-1230
sgeorge@pioneercenter.org
www.pioneercenter.org

Scan Code to Donate Today!

Create a charitable legacy by including Pioneer Center for Human Services in your estate plan and help us continue our mission of "helping people live a dignified life of well-being, independence and inclusion."

Pioneer Center for Human Services is registered in the state of Illinois as a 501c(3) charitable organization; all contributions are tax-deductible to the full extent of the law.

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: September 17, 2024

Item: Class 20 Temporary Liquor License Request – Leadership Greater McHenry County, October 17, 2024

Staff Recommendation: Motion to approve issuance of a Class 20 Temporary Liquor License to Leadership Greater McHenry County

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
The City received a request from Leadership Greater McHenry County for the issuance of a Class 20 Temporary Liquor License in order to offer alcohol in the package only, as a raffle prize for a fundraiser on Thursday, October 17, 2024. While raffle licenses are approved administratively per the City Code, the issuance of a temporary liquor license requires consideration by the City Council.

The organization will need a temporary liquor license as the awarding of alcoholic liquor as a raffle prize is considered the sale of alcohol by the State Liquor Control Act. The alcoholic raffle prizes will be awarded at the Holiday Inn, located at 800 S. Route 31, on Thursday, October 17, 2024 and must be picked up by Saturday, October 19, 2024.

Section 329-5-T of the City Code permits the issuance of a Class 20 Temporary Liquor License for the retail sale of alcoholic liquor on the premises in packages only but not for consumption on the premises specified in the license where sold. The license shall be issued to not-for-profit corporations or organizations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three days and shall be issued only for special events sponsored by the not-for-profit corporation or organization requesting the license.

If approved, issuance of the temporary liquor license is contingent upon the submittal of a certificate of insurance.

Votes Required to Pass:
Simple majority

CITY OF CRYSTAL LAKE

Class "20"
Temporary Liquor License

RECEIVED
SEP 09 2024

General Information:

- A Class "20" **Temporary** Liquor License authorizes the retail sale of alcoholic liquor on the premises specified in the license in packages only but not for consumption on the premises where sold.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Issuance of a Class "20" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

City of Crystal Lake
Application for Temporary Liquor License

CLASS "20"
Alcoholic Liquor in Packages Only

The undersigned hereby makes application for a license for the sale at retail of alcoholic liquor in packages only under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name LEADERSHIP GREATER McHENRY COUNTY (LGMC)
(Must be not-for-profit organization)

Address 1290 LAKE AVE WOODSTOCK Phone Number 815-337-8750

2. Location where beer in packages only will be sold:
HOLIDAY INN - CRYSTAL LAKE

3. Dates of the event (**not to exceed three (3) days**): OCTOBER 17, 2024

4. Hours of operation: 5:00-9:00 p.m.

5. Describe the type of crowd and traffic control licensee will utilize. LGMC ALUMNI AND FRIENDS

6. Describe plan for refuse pickup. N/A

7. Please list the names and addresses of the members of the organization who will be selling alcoholic liquor in packages only at the location pursuant to the license. If additional space is needed, please use reverse side.
N/A

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 in packages only on the property during the time requested.**
   - ☑ **Site plan of area where beer in packages only will be sold.**
   - ☑ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "20" Temporary Liquor License to applicant.**

Matthew Carlen 9/4/24
Signature of President Date

9/4/24
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.

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 4th

day of Sept., 2024.

Notary Public

OFFICIAL SEAL
R MONI USEINI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 11, 2025

September 4, 2024

City Manager's Office
Attn: Liquor License
100 W. Municipal Complex
Crystal Lake, IL 60014

RE: Raffle & Liquor License Application

Greetings,

On October 17th, 2024 the LGMC 20th Anniversary will host their Fundraiser at the Holiday Inn, Crystal Lake. We are aware that the LGMC 20th Anniversary will conduct different raffles and some packages that may include alcohol. The Holiday Inn will not receive any proceeds from these raffles. All proceeds from the event are in support of the LGMC 20th Anniversary Celebration.

Sincerely,

Fran Headrick
Director of Sales & Marketing
Holiday Inn Crystal Lake

Leadership Greater McHenry County
1290 Lake Avenue
Woodstock, IL 60098
815 -337-8750

Site Plan for the Leadership Greater McHenry County 20th Anniversary celebration. Detail below:

DATE Thursday, October 17, 2024
TIME 5:30 – 10:00 p.m.
LOCATION Holiday Inn, Crystal Lake

SITE SPECIFICS

Auction and raffle basket items that may contain liquor and beer in packages will be displayed along the perimeter of the Birch, Maple or Willow rooms.

Leadership Greater McHenry County
1290 Lake Avenue
Woodstock, IL 60098
815 -337-8750

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

Re: request approval for a Class "20" Temporary Liquor License

Dear Mayor Haleblian and City Council Member,

Leadership Greater McHenry County is holding our 20th Anniversary celebration at the Holiday Inn, Crystal Lake on Thursday, October 17, 2024. This letter is sent as a request for approval for a Class "20" Temporary Liquor License for this date and location.

All appropriate documents have been signed and are attached to this letter.

Thank you for your consideration and attention to this request.

Sincerely
Marcy Piekos
Executive Director

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: September 17, 2024

Item: City Code Amendment to Increase the Number of Class 2 Liquor Licenses – Applicant: Keing Corporation, d/b/a Chicago Ramen Crystal Lake, located at 230 W. Virginia Street, Suite 250

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 2 liquor licenses from the currently permitted 3 licenses to 4 licenses, in order to allow for the issuance of a new Class 2 liquor license to Keing Corporation, d/b/a Chicago Ramen Crystal Lake, located at 230 W. Virginia Street, Suite 250

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

Background:
Keing Corporation, d/b/a Chicago Ramen Crystal Lake, is opening a new restaurant at 230 W. Virginia Street, Suite 250, and has requested a Class 2 liquor license to sell packaged alcohol at their location.

Class 2 license which shall authorize the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and noon on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises. The annual fee for such license shall be the sum of $1,150.

Current Class 2 License Holders:

Name	Address	Zoning
Jameson's Charhouse	5016 Northwest Highway	"B-2 PUD"
Krystal Thai	230 W. Virginia Street (Country Corners)	"B-2 PUD"
Kumi Sushi	1145 S. Illinois Route 31, Unit N	"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
- $1,000 Surety Bond payable to the City of Crystal Lake

The attached Ordinance approves an increase in the number of Class 2 liquor licenses in order to allow the creation of a new liquor license for Keing Corporation, d/b/a Chicago Ramen Crystal Lake, located at 230 W. Virginia Street, Suite 250.

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 2 License shall be increased from 3 to 4.

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

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

DATED at Crystal Lake, Illinois, this 17th day of September 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: September 17, 2024
APPROVED: September 17, 2024

Draft

LL24-000013
Liquor License

Applicant Name	Kenta Ikehata
Applicant Email	chicagoramen578@gmail.com
Applicant Address	560 Aster Ln. , IL 60169 Hoffman Estates IL 60169
Applicant Company Name	Chicago Ramen Crystal Lake
Applicant Company Address	230 W. Virginia St. Suite 250 Crystal Lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 02
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Keing Corporation
DBA	Chicago Ramen Crystal Lake
Phone Number	[redacted]
Contact Person Name	Kenta Ikehata
Contact Person Email	chicagoramen578@gmail.com
Contact Person Address	560 Aster Ln. , IL 60169 Hoffman Estates IL 60169
Contact Person Company Name	Chicago Ramen Crystal Lake
Contact Person Company Address	230 W. Virginia St. Suite 250 Crystal Lake IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	Kenta Ikehata
Manager Email	chicagoramen578@gmail.com
Manager Address	560 Aster Ln. , IL 60169 Hoffman Estates IL 60169
Manager Company Name	Chicago Ramen Crystal Lake
Manager Company Address	230 W. Virginia St. Suite 250 Crystal Lake IL 60014
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	
Manager Status	Current Manager
Citizenship	No

Officer Full Name and Title	Kenta Ikehata
Home Address	560 Aster Ln. Hoffman Estates, IL 60169
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	ikehata9@gmail.com
Officer Full Name and Title	Kenta Ikehata
Citizenship	No
Does this officer have a middle initial?	1
Home Address	560 Aster Ln. Hoffman Estates, IL 60169
Date of Birth	[redacted]
Phone Number	
Email	ikehata9@gmail.com
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	Crystal Corners LLC Charles S. Margosian III Highland Management Associate
Address of Lessor	1 E. 22nd Street, Suite 201 Lombard, IL 60148
Period Covered by Lease	5/31/2029
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas applicant (including any partner, officer, manager, member or director, or any stockholder holding in the aggregate more than a 5% ownership interest in the applicant), ever been convicted of a f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal	No

or State law and would be disqualified to receive a license by reason of any matter or	
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	06/14/2025
Is your Surety Bond Continuous?	Yes

AFFIDAVIT

STATE OF IL)
) 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:

Printed Full Name	Title
Kenta Ikehata	Owner
Applicant Signature	**Date**
[signature]	07/31/24
Printed Full Name	**Title**
N/A	
Applicant Signature	**Date**

Subscribed and sworn to before me this
31st day of July, 2024.

Rajeshbhai V. Patel
Notary Public

My commission expires: 3/8/2026.

(SEAL)

OFFICIAL SEAL
RAJESHBHAI V PATEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/08/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2024

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	CONTACT NAME:	
Charmjoun Insurance & Financial Services 6131 Orangethorpe Ave., Suite 250 Buena Park CA 90620	PHONE (A/C, No, Ext): (562) 475-0110	FAX (A/C, No): (562) 475-0113
	E-MAIL ADDRESS: info@charmjoun.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BENCHMARK INS CO	41394
INSURED Keing Corporation dba Chicago Ramen Crystal Lake 230 W Virginia St. Ste 250 Crystal Lake IL 60014	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		CBB-00168362-00	06/14/2024	06/14/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Crystal Lake is named as Additional Insured as respects to the premises located at 230 W Virginia St. Ste 250, Crystal Lake, IL 60014-1204

CERTIFICATE HOLDER

City of Crystal Lake

100 W Woodstock Street
Crystal Lake, IL 60014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: September 17, 2024

Item: City Code Amendment to Increase the Number of Class 29 Liquor Licenses – Applicant: 1918 Winter Street Illinois LLC, d/b/a Mariano's #544, located at 105 Northwest Highway

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 29 liquor licenses from the currently permitted 0 licenses to 1 licenses, in order to allow for the issuance of a new Class 29 liquor license to 1918 Winter Street Illinois LLC, d/b/a Mariano's #544, located at 105 Northwest Highway

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

Background:
1918 Winter Street Illinois LLC, d/b/a Mariano's #544, will be purchasing Mariano's, located at 105 Northwest Highway, and has requested a Class 29 liquor license to allow for the continued retail sale and consumption on the premises. Liquor licenses are not transferrable. Upon surrender of the previous owner's Class 29 liquor license for the grocery store, the number of Class 29 licenses will automatically be reduced by one to zero.

Class 29 license allows for the retail sale, on the premises specified, of alcoholic liquor, for consumption on the premises, as well as the retail sale of alcoholic liquor in the original package between the hours of 6:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 6:00 a.m. and 2:00 a.m. Friday and Saturday; and 6:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class B type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open, unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.
[Added 1-16-2018 by Ord. No. 7425]
(1)
Any open, unroofed area in which alcoholic beverages are served or consumed pursuant to this license shall conform to the following:
(a)
The open, unroofed area shall be particularly described and adjacent to and operated as a part of the premises licensed to sell alcoholic liquor on the premises and shall have obtained all permits or approvals required by the ordinances of the City Code, City or other governmental authority.
(b)
The open, unroofed area shall be no greater than 1/2 the other floor space of the licensed premises.

(c)
The open, unroofed area shall have a maximum capacity as defined by the Liquor Commissioner, which shall be separately posted at the entrance to the open, unroofed area.
(d)
Any part of the open, unroofed area not blocked by a building shall be surrounded by a fence or other barrier approved by the Liquor Commissioner, which shall contain the required number of fire exits. All fences or other barriers shall comply with the ordinances of the City regarding vision, clearance and required distances from corners.
(e)
All electrical wiring shall comply with the codes of the City.
(f)
All combustible rubbish shall be stored in a noncombustible container, and the license holder shall be responsible for keeping the area in a clean and sightly condition.
(g)
The noise emanating from any open, unroofed area where alcoholic beverages are served pursuant to this license shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.
(h)
The license holder shall be responsible for preventing violations of this chapter.
(i)
No open, unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes.
(2)
The annual fee for such license shall be the sum of $2,000.

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:

- Assignment of Lease
- Payment of prorated license fee
- Certificate of Occupancy

The attached Ordinance approves an increase in the number of Class 29 liquor licenses in order to allow for the creation of a new liquor license for 1918 Winter Street Illinois LLC, d/b/a Mariano's #544, located at 105 Northwest Highway.

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 29 License shall be increased from 0 to 1.

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

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

DATED at Crystal Lake, Illinois, this 17th day of September 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: September 17, 2024
APPROVED: September 17, 2024

Draft

LL24-000012
Liquor License

Applicant Name	Rebecca Llewellyn
Applicant Email	rebecca@cdalcohollaw.com
Applicant Address	351 W Hubbard Chicago IL 60654
Applicant Company Name	Christopoulos Dickens
Applicant Company Address	351 W Hubbard Suite 602 Chicago IL 60654
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 29
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	1918 WINTER STREET ILLINIOIS LLC
DBA	MARIANO'S #544
Phone Number	[redacted]
Contact Person Name	JENNIFER NIESEN
Contact Person Email	JENNIFER@CDALCOHOLLAW.COM
Contact Person Address	351 W Hubbard SUITE 602 Chicago IL 60654
Contact Person Company Name	Christopoulos Dickens
Contact Person Company Address	
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	John Nylen
Manager Email	John.Nylen@Marianos.com
Manager Address	7269 PORT MORESBY DR ROCKFORD IL 61108
Manager Company Name	Roundy's Illinois, LLC
Manager Company Address	875 East Wisconsin Avenue Milwaukee WI 53202
Manager Home Phone	[redacted]
Manager Cell Phone	
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	KEVIN F. MCNAMARA - OFFICER (TREASURER)
Home Address	48 SUMMIT RIDGE DR., KEENE, NH 03431
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	kmcnamar@cswg.com
Officer Full Name and Title	1918 WINTER STREET OPERATING CO LLC - MANAGING MEMBER
Does this officer have a middle initial?	1
Home Address	7 CORPORATE DR., KEENE, NH 03431
Phone Number	[redacted]
Email	REGULATORY@CSWG.COM
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	RKS CRYSTAL LAKE LLC
Address of Lessor	600 Lexington Ave, 14th Floor, New York, New York 10022
Period Covered by Lease	12/31/2038
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas applicant (including any partner, officer, manager, member or director, or any stockholder holding in the aggregate more than a 5% ownership interest in the applicant), ever been convicted of a f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No

Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in Crystal Lake
Liquor Liability Insurance Expiration	09/30/2024
Is your Surety Bond Continuous?	Yes
Check this box to confirm above statement	1
Payment Type	Full Amount

AFFIDAVIT

STATE OF NH)
) **SS**
COUNTY OF Cheshire)

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:

KEVIN MCNAMARA — OFFICER (TREASURER)
Printed Full Name — Title

Applicant Signature — 9/9/24 Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

9th day of Sept., 2024.

Barbara K Hewes
Notary Public

My commission expires: 10-18-2028

(SEAL)

BARBARA K HEWES
COMM. EXP.
NOTARY
PUBLIC
10-18-28
NEW HAMPSHIRE

CHUBB

LICENSE AND/OR PERMIT BOND

Bond No: **K41925309**

KNOW ALL MEN BY THESE PRESENTS:

That we, **1918 Winter Street Illinois LLC**, as Principal and **ACE American Insurance Company**, incorporated under the laws of the State of Pennsylvania, with principal office in Philadelphia, and **Federal Insurance Company**, incorporated under the laws of the State of Indiana, with principal office in Whitehouse Station, NJ, as Surety, are held and firmly bound unto **City of Crystal Lake, IL,** as Obligee, in penal sum of **One Thousand Dollars and 00/100 ($1,000.00),** lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for **Liquor License**, and the term of said license or permit is as indicated opposite the block checked below:

___ Beginning the ____ day of _____ and ending the ____ day of _____

_X__ Continuous, beginning the 12th day of July, 2024

WHEREAS, The Principal is required by law to file with **City of Crystal Lake, IL** a bond for the above indicated term and conditioned as hereinafter set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 15th day of July, 2024.

Diane Ferrian
(Witness)

1918 Winter Street Illinois LLC

By: _____
(Principal)

ACE American Insurance Company &
Federal Insurance Company

By: _____ (SEAL)
Rebecca E. Johnson , Attorney-In-Fact

_____
(Witness)
Olivia Spada, Surety Witness

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joanne Czlapinski, Rebecca E. Johnson, John B. O'Keefe and Olivia Spada of Hartford, Connecticut ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **14th day of February, 2024.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Steven M Haney

Stephen M Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **14th day of February, 2024** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

ALBERT CONTURSI NOTARY PUBLIC NEW JERSEY

Albert Conturs
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Conturs

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 15, 2024

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2024

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 MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN102417439-STND-GAWUX-23-	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1918 WINTER STREET ILLINOIS LLC DBA MARIANO'S #544 105 NORTHWEST HWY., CRYSTAL LAKE, IL 60014	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : Indemnity Ins Co Of North America — 43575 INSURER C : Berkshire Hathaway Specialty Insurance Company — 22276 INSURER D : ACE Fire Underwriters Insurance Company — 20702 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-011998107-06 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			XSL G48895359	09/30/2023	09/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR: $250,000	$ $ $ $ $ $ $	1,750,000 250,000 EXCLUDED 1,750,000 10,000,000 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H10816865 (Non Heavy)	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 25,000			47-UMO-301828-09	09/30/2023	09/30/2024	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C5551396A (AOS) WLR C55513909 (CA, MA, OR) SCF C55514033 (WI)	09/30/2023 09/30/2023 09/30/2023	09/30/2024 09/30/2024 09/30/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

RE: 105 NORTHWEST HWY., CRYSTAL LAKE, IL 60014

Druggist Liability is included in the GL. Liquor Liability is included in the General Liability.

The City of Crystal Lake, its agents and employees are included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: September 17, 2024

Item: City Code Amendment to Increase the Number of Class 17 Liquor Licenses – Applicant: 965 N. Brighton Circle Social Club LLC, d/b/a 965 N. Brighton Circle Social Club LLC, located at 965 N. Brighton Circle

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 17 liquor licenses from the currently permitted 0 licenses to 1 license, in order to allow for the issuance of a new Class 17 liquor license to 965 N. Brighton Circle Social Club LLC, d/b/a 965 N. Brighton Circle Social Club LLC, located at 965 N. Brighton Circle

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

Background:
965 N. Brighton Circle Social Club LLC, d/b/a 965 N. Brighton Circle Social Club LLC, will be purchasing The Fountains, located at 965 N. Brighton Circle, and has requested a Class 17 liquor license to continue retail sale for consumption on the premises. Liquor licenses are not transferrable. Upon surrender of the previous owner's Class 17 liquor license for the congregate care facility, the number of Class 17 licenses will automatically be reduced by one to zero.

A Class 17 license authorizes the retail sale for consumption only on the premises specified in the license where sold and shall be issued to a congregate care facility within an independent congregate living complex within a private retirement community. The annual fee for such license shall be $1,850 for each phase of the congregate living complex.

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
- Proof of Liquor Liability Insurance
- Certificate of Occupancy

The attached Ordinance approves an increase in the number of Class 17 liquor licenses in order to allow the creation of a new license for 965 N. Brighton Circle Social Club LLC, d/b/a 965 N. Brighton Circle Social Club LLC, located at 965 N. Brighton Circle.

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 17 License shall be increased from 0 to 1.

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

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

DATED at Crystal Lake, Illinois, this 17th day of September 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: September 17, 2024
APPROVED: September 17, 2024

Draft

LL24-000014
Liquor License

Applicant Name	Kristina Dickens
Applicant Email	kristina@cdalcohollaw.com
Applicant Address	351 W Hubbard Chicago IL 60654
Applicant Company Name	Christopoulos Dickens
Applicant Company Address	351 W Hubbard Chicago IL 60654
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 17
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	965 N Brighton Circle Social Club LLC
DBA	965 N Brighton Circle Social Club LLC
Phone Number	[redacted]
Contact Person Name	Kristina Dickens
Contact Person Email	kristina@cdalcohollaw.com
Contact Person Address	351 W Hubbard Chicago IL 60654
Contact Person Company Name	Christopoulos Dickens
Contact Person Company Address	351 W Hubbard Chicago IL 60654
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	Amy Dunn
Manager Email	adunn@watermarkcommunities.com
Manager Address	965 N. Brighton Circle West Crystal Lake IL 60012
Manager Company Name	The Fountains at Crystal Lake
Manager Company Address	965 N. Brighton Circle Crystal Lake IL 60012
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	(815) 455-8400
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	Sharon M. Makowsky
Home Address	200 E. 94th Street #708, New York, New York 10128
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	licensure@welltower.com
Officer Full Name and Title	965 N Brighton Circle Opco LLC
Does this officer have a middle initial?	1
Home Address	4500 Dorr Street, Toledo OH 43615
Phone Number	[redacted]
Email	licensure@welltower.com
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	EPC Trevi LLC
Address of Lessor	4500 Dorr Street, Toledo, OH 43615
Period Covered by Lease	10/1/2024-10/1/2029
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas applicant (including any partner, officer, manager, member or director, or any stockholder holding in the aggregate more than a 5% ownership interest in the applicant), ever been convicted of a f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No

Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	outside the State of Illinois
Liquor Liability Insurance Expiration	08/30/2024
Is your Surety Bond Continuous?	Yes
Check this box to confirm above statement	1
Payment Type	Full Amount

AFFIDAVIT

STATE OF NY)
) **SS**
COUNTY OF NY)

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:

SHARON MAKOWSKY — **Printed Full Name**

LLC MANAGER — Title

Applicant Signature

8/19/2024 — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

19th day of August, 2024.

Notary Public

My commission expires: 6-2-2028

LOURDES CRUZ
Notary Public, State of New York
No. 01CR6188097
Qualified in New York County
My Comm. Expires 6-2-2028

(SEAL)

TRAVELERS

BOND
(License or Permit - Continuous)

Bond No. 107976889

WE, 965 N Brighton Circle Social Club LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of Illinois, as Surety, are held and firmly bound unto City of Crystal Lake, Illinois, as Obligee, in the penal sum of One Thousand and 00/100 ---------- Dollars ($1,000.00), for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Liquor License.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on August 22, 2024.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this August 22, 2024.

965 N Brighton Circle Social Club LLC

By: _____
Principal

Travelers Casualty and Surety Company of America

By: _____
Kristie A. Pudvan — Attorney-In-fact

Timothy Comer
Producer Name

S-2151APRO (01/24)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas R. Hylant, Vicki S Duncan, Susan E Hurd, Jamie Laurencelle, Sarayu S. Nair, Kristie A. Pudvan, Jennifer A. Jarosz, Kathy S. Zack, Michael Schatz, Theresa J. Foley, and Judy K. Wilson of Toledo, Ohio,their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, including the following bond.

Surety Bond No.: 107976889
OR
Project Description:

Principal: 965 N Brighton Circle Social Club LLC

Obligee: City of Crystal Lake, Illinois

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of August , 2024 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: September 17, 2024

Item: REPORT OF THE PLANNING & ZONING COMMISSION

911 Tek outlot

Request: Preliminary and Final Planned Unit Development for an inline retail building with drive-through

Petitioner: Dipak Patel, petitioner
911 Tek outlot

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Preliminary and Final Planned Unit Development for an inline retail building with drive-through at the outlot at 911 Tek Drive

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

Background:

- Request: Preliminary and Final Planned Unit Development approval for an inline retail building with a drive-through.
- Land Use: The Comprehensive Land Use Plan designates this area as Industry.
- Zoning: The property is zoned B-2 PUD General Commercial.

Key Points:

- The site is a vacant lot created as a commercial outlot when the Thorton's Fueling Station was approved.
- The inline retail use for retail, restaurant, office and drive-through uses are permitted in the B-2 zoning district.
- The petitioner is not requesting any variations. The architecture meets the Design Standards.

PZC Highlights:

- Several commission members had questions about the access into the site and site circulation.

- *A traffic study was performed by Hampton, Lenzini and Renwick, one of the City's traffic consultants, which evaluated the site development.*
- *This use would only have a minimal impact on additional traffic. No roadway improvements are necessary.*
- *The access into the Altoff driveway would need to be evaluated by IDOT. This access would reduce the left turn impact at Tek Drive intersection.*

- The Commission found the request met the Findings of Fact.

The PZC recommended **approval (6-1)** of the petitioner's request for the Preliminary and Final Planned Unit Development.

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Patel, received 5/14/24)
   B. Plans (Dave Henry Architects, dated 8/14/24, received 8/14/24)

2. Landscape
   A. Provide a final landscape plan for review that meets all the requirements for parking lot screening, parking lot landscape, building foundation base landscape, mechanical equipment screening, etc.

3. Multi-Tenant buildings allow for 50 square feet of signage per tenant and end tenants are permitted up to a total of 75 square feet of signage between the elevations.

4. Monument sign must meet the 10-foot setback requirement and landscaping requirements.

5. The trash enclosure must be constructed of building materials to match the building.

6. 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.

7. **<u>If allowable, the petitioner shall include a waste management plan to include recycling</u>. (ADDED by PZC)**

<u>Votes Required to Pass:</u> A simple majority.

Acknowledgement Form

Regarding the Preliminary and Final Planned Unit Development for the 911 Tek Drive outlot, 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:

7. For recycling plan, we will accommodate the storage area and tenants will be responsible for their own for recycling the cardboards and more.

Petitioner's Name: _____ Date: ___9/5/2024___
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Patel, received 5/14/24)
   B. Plans (Dave Henry Architects, dated 8/14/24, received 8/14/24)

2. Landscape
   A. Provide a final landscape plan for review that meets all the requirements for parking lot screening, parking lot landscape, building foundation base landscape, mechanical equipment screening, etc.

3. Multi-Tenant buildings allow for 50 square feet of signage per tenant and end tenants are permitted up to a total of 75 square feet of signage between the elevations.

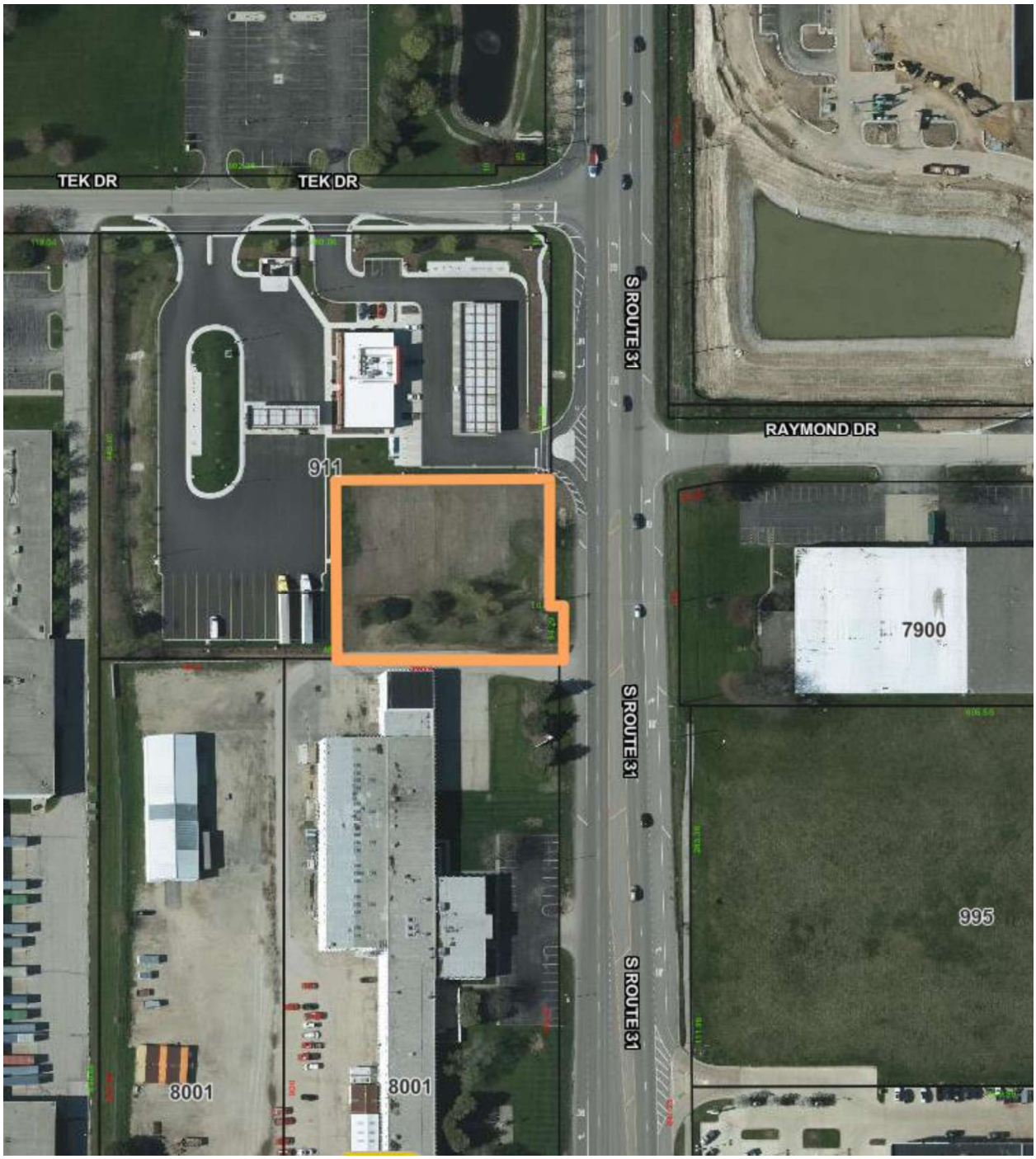
4. Monument sign must meet the 10-foot setback requirement and landscaping requirements.

5. The trash enclosure must be constructed of building materials to match the building.

6. 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.

7. If allowable, the petitioner shall include a waste management plan to include recycling.

PIQ MAP
911 TEK DRIVE outlot



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT FOR AN INLINE RETAIL BUIDLING WITH A DRIVE-THROUGH AT THE OUTLOT NEAR 911 TEK DRIVE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-87) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Preliminary and Final Planned Unit Development at 19-10-376-016 near 911 Tek Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on August 20, 2024 in the Northwest Herald, held a public hearing at 7:00 p.m., on September 4, 2024, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Preliminary and Final Planned Unit Development, and

WHEREAS, on September 4, 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 Preliminary and Final Planned Unit Development be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Preliminary and Final Planned Unit Development 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 Preliminary and Final Planned Unit Development at the property adjacent to 911 Tek Drive, commonly known as the outlot (19-10-376-016), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Patel, received 5/14/24)
   B. Plans (Dave Henry Architects, dated 8/14/24, received 8/14/24)

Draft

2. Landscape
   A. Provide a final landscape plan for review that meets all the requirements for parking lot screening, parking lot landscape, building foundation base landscape, mechanical equipment screening, etc.

3. Multi-Tenant buildings allow for 50 square feet of signage per tenant and end tenants are permitted up to a total of 75 square feet of signage between the elevations.

4. Monument sign must meet the 10-foot setback requirement and landscaping requirements.

5. The trash enclosure must be constructed of building materials to match the building.

6. 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.

7. If allowable, the petitioner shall include a waste management plan to include recycling.

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 Preliminary and Final Planned Unit Development in accordance with the provisions of this Ordinance, as provided by law.

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

DATED at Crystal Lake, Illinois, this 17th day of September, 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: September 17, 2024
Approved: September 17, 2024

Draft

#2024-87
911 Tek Drive Outlot – Preliminary/Final PUD for Inline Retail Building
Project Review for Planning and Zoning Commission

Meeting Date:	September 4, 2024
Request:	Preliminary and Final Planned Unit Development for an inline retail building and drive-through
Location:	911 Tek Drive outlot
Acreage:	Approximately 1 acre
Existing Zoning:	B-2 PUD General Commercial
Surrounding Properties:	North: B-2 PUD General Commercial South: M Manufacturing East: (across Route 31) M Manufacturing West: B-2 PUD General Commercial
Staff Contact:	Elizabeth Maxwell (815.356.3615)

Background:

- The lot is a vacant outlot adjacent to the recently completed Thorton's gas station.
- The building is divided for four (4) potential tenants and allows for an end drive-through user.
- The architecture will be similar to the Thorton's to blend the buildings so they look like they were designed at one time.

Development Analysis:

General

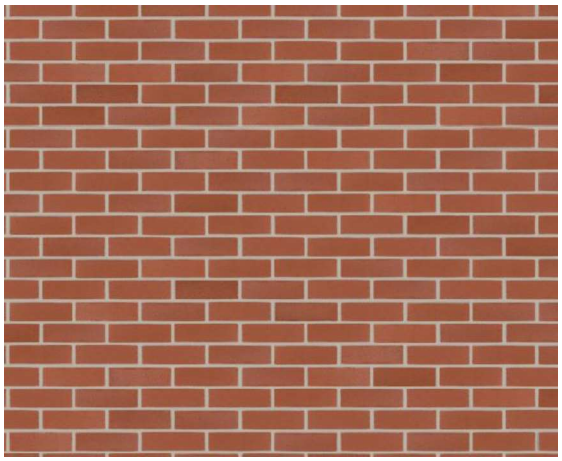
- Request: A Preliminary and Final Planned Unit Development to construct an inline retail building.
- Zoning: The site is zoned B-2 PUD General Commercial.
- Land Use: The Comprehensive Land Use Plan Map identifies the site as Industry.
- Site Plan:
  - The site is the outlot from the Thorton's development.

- The proposed access is through the Thorton's site off Route 31. A second access is proposed through the Altoff property out to their access onto Route 31. The second access is a possible future connection.
- The drive-through lane stacking is behind the building and along the south side. It will not impact on-site circulation or parking.
- Parking is based on conceptual uses of carry out restaurant, limited service restaurant and medical office uses. These are some of the highest parking demand uses. Each user's parking requirement will be evaluated when they apply for permits and occupancy.

- Landscape Plan:
  - The landscape plan has not been provided. The petitioner will be required to meet all UDO requirements for landscape materials, locations, heights, and planting standards.

- Lighting Plan:
  - The petitioner will need to submit a lighting plan that complies with the UDO. The properties in this area are all commercial or industry. There are no concerns that light levels will not meet the UDO requirements.
- Elevations:
  - The building will be constructed of brick and stone. The petitioner has worked to select a brick and stone color and pattern to be similar to the Thorton's gas station site.
  - The building features a solid block base, stone columns on the corners of the building and framing the two end caps, a variety of window styles, awnings, and brick facade.





  - The elevations **meet** the design standards, meeting 7 of the 10 requirements. Six of the standards are required to be considered meeting the standards.

Findings of Fact:

Preliminary and Final Planned Unit Development

The petitioner is requesting approval of a Preliminary and Final Planned Unit Development to allow the construction of an inline retail building with drive-through. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

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

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

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

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

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

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

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

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

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

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

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

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

Additionally drive-through uses must also comply with the following standards:

1. Drive-through windows and lanes shall not be placed between the right-of-way of the primary street and the associated building.
   ☒ Meets ☐ Does not meet

2. Drive-through windows shall not be permitted on the side of a building adjoining any residential property.
   ☒ Meets ☐ Does not meet

3. Special use required: Where a drive-through is adjacent to a residential property, a special use is required.
   ☒ Meets ☐ Does not meet

4. Stacking space criteria: Stacking spaces shall be provided for any use having a drive-through.
   ☒ Meets ☐ Does not meet

5. Stacking spaces and lanes for drive-through stations shall not impede on and off-site traffic movement, shall not cross or pass through off street parking areas, and shall not create a potentially unsafe condition where crossed by pedestrian access to a public entrance of a building.
   ☒ Meets ☐ Does not meet

6. Drive-through lanes shall be separated from off-street parking areas. Individual lanes shall be striped, marked, or otherwise distinctly delineated.
   ☒ Meets ☐ Does not meet

7. Bypass lanes and other parking lot drive aisles immediately adjacent to the drive-through lane(s) shall maintain the same direction of traffic flow as the drive-through.
   ☒ Meets ☐ Does not meet

8. Required number of stacking spaces for specific uses: The required number of stacking spaces are to be provided before the location of the first stop (order window, order pedestal, order board, etc.)
   ☒ Meets ☐ Does not meet

9. Limited-service (fast food) restaurant (all others): Total nine stacking spaces with a minimum of four stacking spaces between the order board and the pick-up window.
   ☒ Meets ☐ Does not meet

10. Traffic study: A traffic study or impact analysis will be required if, in the opinion of the City Engineer, the standards provided in this section cannot be met or where the traffic impact for the proposed use reaches or exceeds the threshold for requiring a traffic study or analysis
    ☒ Meets ☐ Does not meet

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Industry. The following goal is applicable to this request:

Economic Development – Attract and Retain Businesses

Goal: Establish marketing efforts to attract and retain businesses throughout the City.

Supporting Actions – Continue to solicit the retail businesses which are most likely to succeed in various retail nodes in Crystal Lake.

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 (Patel, received 5/14/24)
   B. Plans (Dave Henry Architects, dated 8/14/24, received 8/14/24)

2. Landscape
   A. Provide a final landscape plan for review that meets all the requirements for parking lot screening, parking lot landscape, building foundation base landscape, mechanical equipment screening, etc.

3. Multi-Tenant buildings allow for 50 square feet of signage per tenant and end tenants are permitted up to a total of 75 square feet of signage between the elevations.

4. Monument sign must meet the 10-foot setback requirement and landscaping requirements.

5. The trash enclosure must be constructed of building materials to match the building.

6. 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.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: 911 Tek Drive, Tek and route 31

Action Requested

- ___ **Annexation**
- ___ **Comprehensive Plan Amendment**
- ___ **Conceptual PUD Review**
- ___ **Final PUD**
- ___ **Final PUD Amendment**
- ___ **Final Plat of Subdivision**
- ___ **Preliminary PUD**
- ___ **Preliminary Plat of Subdivision**
- ___ **Rezoning**
- ___ **Special Use Permit**
- ___ **Variation**
- ___ **Other**

Petitioner Information

Name: Dipak Patel

Address: 121 Fairfield way ste 100
Bloomingdale, IL 60108

Phone: 6302534466

Fax: _____

E-mail: dpatel@kv-LLC.com

Owner Information (if different)

Name: KV & Sons LLC,31

Address: 121 Fair field way, ste 100
Bloomingdale, IL 60108

Phone: 630-253-4466

Fax: _____

E-mail: dpatel@kv-LLC.com

Property Information

Project Description: Building a approximate 6000 sq ft retail center

Project Address/Location: 911 Tek Dr, Crystal lake, IL

PIN Number(s): 19-10-376-016

Development Team

Please include address, phone, fax and e-mail

Developer: KV & Sons LLC,31

Architect: Dave Henry Architecture, PC.

Attorney: Nirav Patel

Engineer: Mike Rawlings / Polena Engineering, LLC

Landscape Architect: Dave Henry Architecture, PC

Planner:

Surveyor: VanderStappen Land Surveying Inc.

Other:

Signatures

5/14/2024

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

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

5/14/2024

OWNER: Print and Sign name **Date**

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, SEPTEMBER 4, 2024
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:02 p.m.

CALL TO ORDER

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

Elizabeth Maxwell, City Planner was present from Staff.

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

APPROVE MINUTES OF THE AUGUST 21, 2024 PLANNING AND ZONING COMMISSION MEETING

Mr. Smith made to approve the minutes from the August 21, 2024 Planning and Zoning Commission meeting. Mr. Gronow seconded the motion. On voice vote, all members voted aye. Motion passed.

2024-87 – 911 TEK DRIVE OUTLOT – PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT

Preliminary and Final Planned Unit Development approval for an in-line retail building with a drive-through.

Mr. Dipak Patel, developer and Dave Henry, architect were present to represent the petition. Mr. Henry stated this is a strip center building. The users are unknown at this time. He described the site plan layout. The drive-through will be behind the building and coming out on the side for that end tenant. The lot is subject to cross access through the gas station and they have also explored cross access with the Althoff property.

Mr. Patel said each unit is about 1,470 square feet. He is ok with all the conditions.

Mr. Skluzacek was concerned with access into the site. Mr. Patel said that access would be restricted into this parcel no matter who develops it. It was intended to use the Thorton's access. They have proposed access to the site through the Althoff provided there is no impact to the roadway.

Ms. Mason asked about the drive-through use. Mr. Henry said that the drive-through is for that end unit. She appreciated that they matched the Thorton's.

Mr. Gronow asked if the stacking was okay. He also asked if the parking was okay. The petitioner confirmed they meet the requirement.

Ms. Repholz asked about the possible tenants. Mr. Patel said he has been talking with several tenants, but no signed contracts yet. There may be a sandwich shop and a dentist office. She asked where the monument sign would be located. He showed the site plan which pictured the monument sign at the northeast corner of the site. Ms. Repholz asked about the landscape and if they will meet the requirements. Mr. Patel stated said there is already landscape on the Thorton's property. They will plant landscape on the south and east sides. She noted the architecture is very plain on the back. Mr. Patel said he is spending money on the visible elevations. This will be full face brick.

Mr. Smith asked about redesigning the site. He suggested pushing the building back. Mr. Henry questioned the reasoning and said that would affect the drive-through lane and eliminate parking. They would be below the required parking. Mr. Henry stated they have already looked at all the options and the best layout for the customers, tenants, and site circulation has been done. Mr. Smith was concerned with the access through the Althoff property. Mr. Patel said it may be an exit only.

Ms. Teetsov asked how the monument sign would be illuminated. Mr. Patel said by LED internal illumination. She asked if there would be a recycling plan. Mr. Patel said he has allocated space for the dumpsters. Staff did not know about the commercial garbage contract.

Mr. Greenman asked about the access into the site from Tek Drive. Staff noted that the traffic study evaluated the site layout and all the access points. Everything meets the requirements. Mr. Patel stated that this is his fourth development. He showed the aerial and said the drive aisle in front of the gas canopy is extra wide to allow for cross access into this site. Mr. Greenman stated that just because something meets the requirements does not mean it is safe.

Mr. Greenman noted this request met the findings of fact.

Ms. Teetsov made a motion to approve the Preliminary and Final Planned Unit Development with adding a condition seven about the recycling plan, "If allowable for the petitioner to include a waste management plan to include recycling," with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Patel, received 5/14/24)
   B. Plans (Dave Henry Architects, dated 8/14/24, received 8/14/24)

2. Landscape
   A. Provide a final landscape plan for review that meets all the requirements for parking lot screening, parking lot landscape, building foundation base landscape, mechanical equipment screening, etc.

3. Multi-Tenant buildings allow for 50 square feet of signage per tenant and end tenants are permitted up to a total of 75 square feet of signage between the elevations.

4. Monument sign must meet the 10-foot setback requirement and landscaping requirements.

5. The trash enclosure must be constructed of building materials to match the building.

6. 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.

7. If allowable, the petitioner shall include a waste management plan to include recycling.

Ms. Mason seconded the motion. On roll call vote Members, Greenman, Gronow, Mason, Repholz, Skluzacek, and Teetsov voted aye. Mr. Smith voted no.

REPORT FROM PLANNING

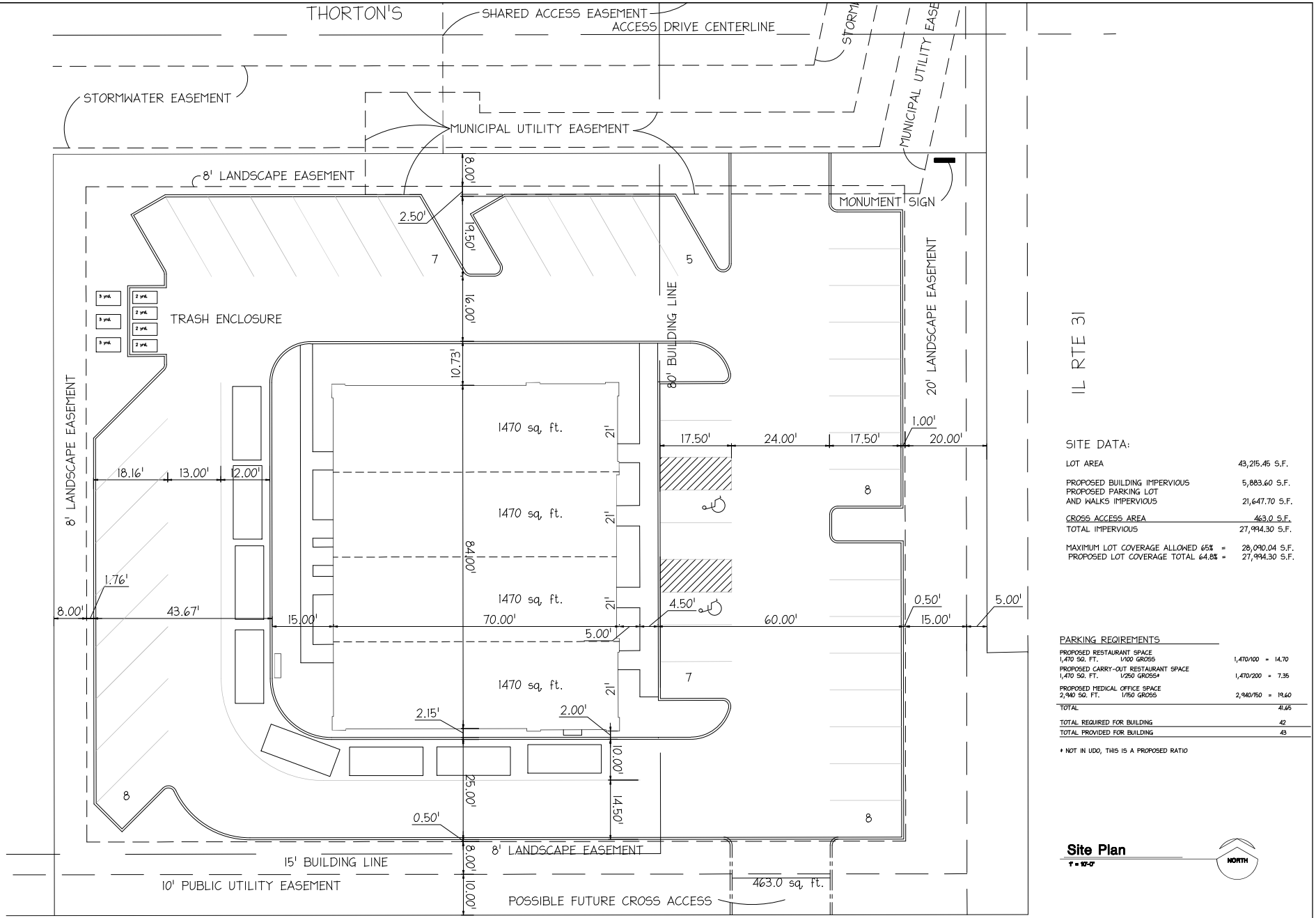
Ms. Maxwell provided an update on recent petitions and upcoming projects.

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Mr. Smith made a motion to adjourn the meeting. Ms. Mason seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:43 p.m.



SITE DATA:

LOT AREA	43,215.45 S.F.
PROPOSED BUILDING IMPERVIOUS	5,883.60 S.F.
PROPOSED PARKING LOT AND WALKS IMPERVIOUS	21,647.70 S.F.
CROSS ACCESS AREA	463.0 S.F.
TOTAL IMPERVIOUS	27,994.30 S.F.
MAXIMUM LOT COVERAGE ALLOWED 65% =	28,090.04 S.F.
PROPOSED LOT COVERAGE TOTAL 64.8% =	27,994.30 S.F.

PARKING REQIREMENTS

PROPOSED RESTAURANT SPACE 1,470 SQ. FT. 1/100 GROSS	1,470/100 =	14.70
PROPOSED CARRY-OUT RESTAURANT SPACE 1,470 SQ. FT. 1/250 GROSS*	1,470/200 =	7.35
PROPOSED MEDICAL OFFICE SPACE 2,940 SQ. FT. 1/150 GROSS	2,940/150 =	19.60
TOTAL		41.65
TOTAL REQUIRED FOR BUILDING		42
TOTAL PROVIDED FOR BUILDING		43

* NOT IN UDO, THIS IS A PROPOSED RATIO

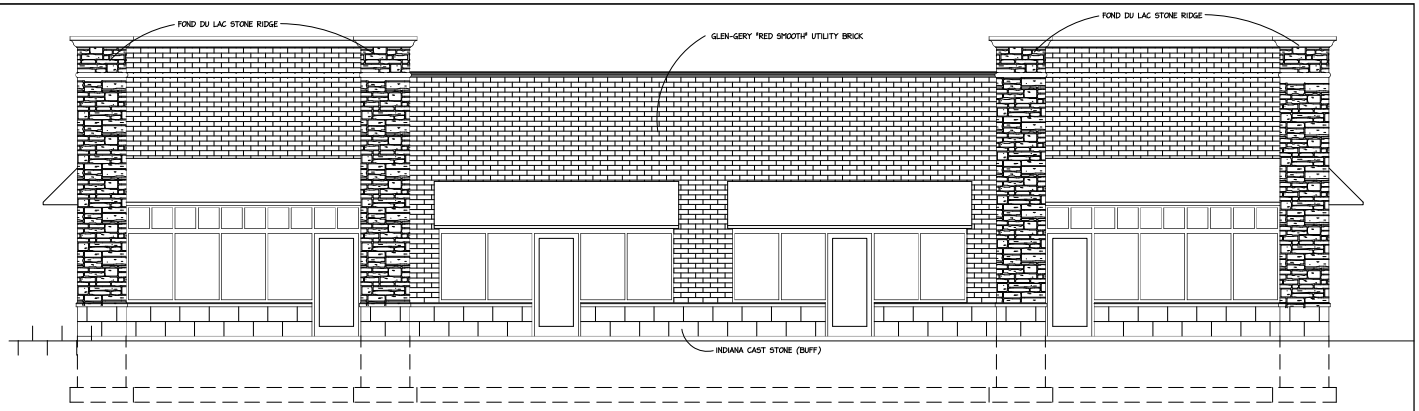
Site Plan
1" = 10'-0"

NORTH

Dave Henry Architecture, P.C.
AIA Architect / APA Planner
(847) 515-3444
367 HIGH ROAD
CARY, IL 60013

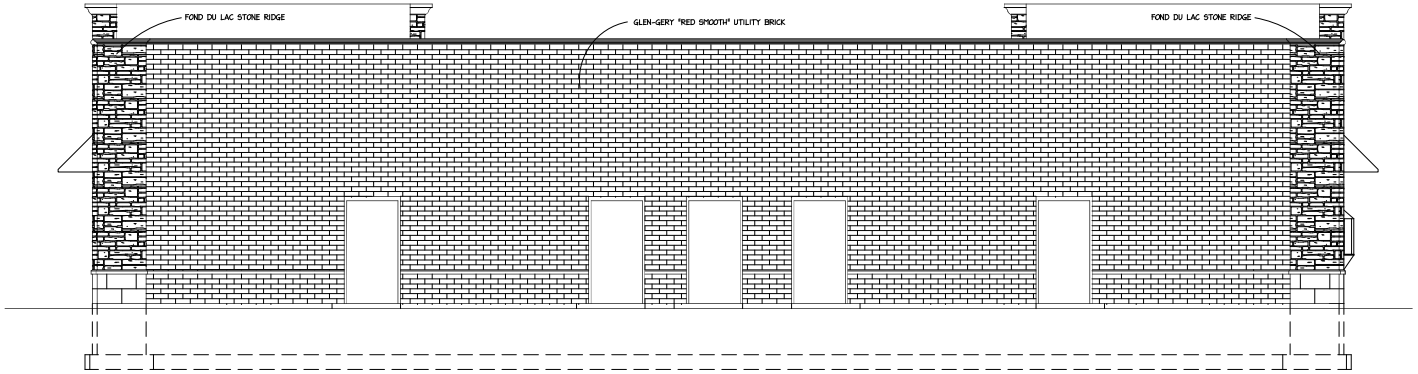
Proposed
Commercial Center
911 Tek Dr., Lot 2
Crystal Lake, Illinois 60014

24008
8/14/24
DCH



East Elevation

1/4" = 1'-0"



West Elevation

1/4" = 1'-0"

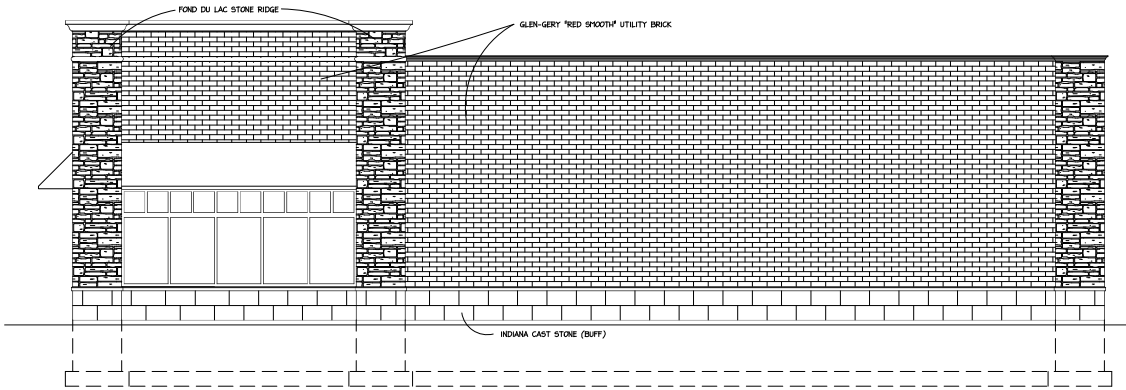
Dave Henry Architecture, P.C.
AIA Architect / APA Planner
(847) 516-3444
info@davehenryarchitecture.com
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Proposed
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911 Tek Dr., Lot 2
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24008

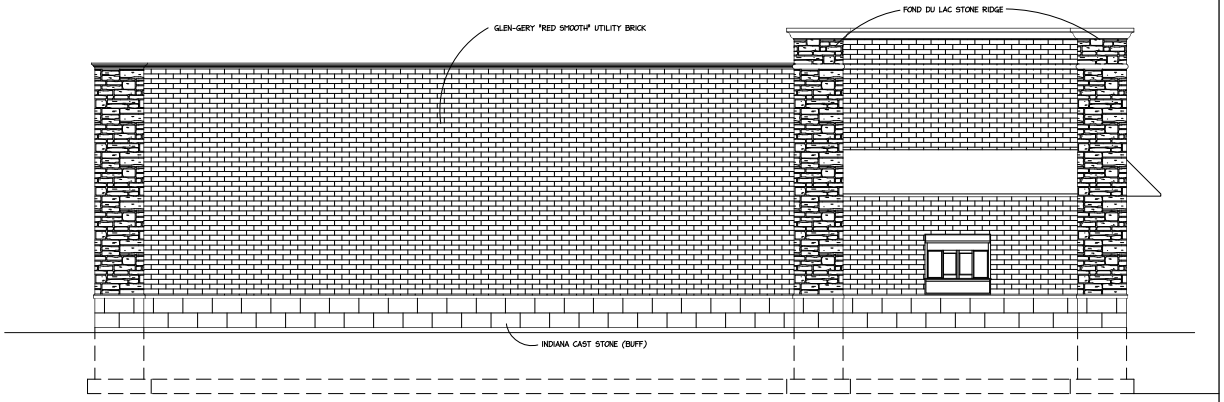
8/14/24

DCH



North Elevation

1/4" = 1'-0"



South Elevation

1/4" = 1'-0"

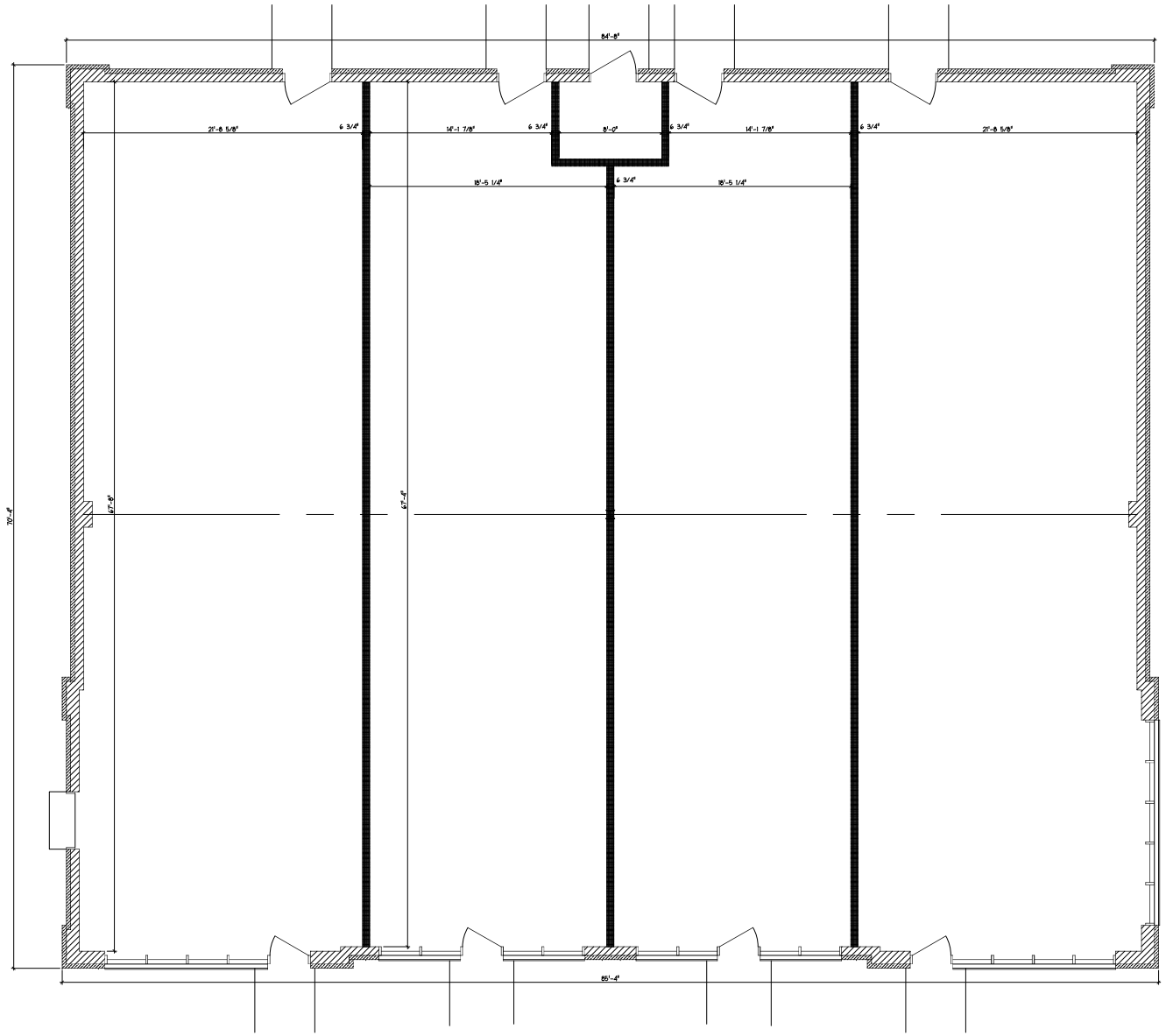
Dave Henry Architecture, P.C.
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(847) 515-3444
367 HIGH ROAD
CARY, IL 60013

Proposed
Commercial Center
911 Tek Dr., Lot 2
Crystal Lake, Illinois 60014

24008

8/14/24

DCH



West Elevation

1/4" = 1'-0"

Dave Henry Architecture, P.C.
AIA Architect / APA Planner
(847) 658-5444
info@davehenryarchitect.com
367 HIGH ROAD
CARY, IL 60013

Proposed
Commercial Center
911 Tek Dr., Lot 2
Crystal Lake, Illinois 60014

24008

8/14/24

DCH

4 of 4

CRYSTAL LAKE COMMERCIAL CENTER TRAFFIC IMPACT STUDY

City of Crystal Lake, IL

Hampton, Lenzini and Renwick, Inc.

July 17, 2024



EXECUTIVE SUMMARY

Hampton, Lenzini and Renwick, Inc. conducted a traffic impact study for the proposed Commercial Center development in the City of Crystal Lake, IL. The proposed development, located on the west side of IL Route 31 between the Thorton Gas Station to the north and Althoff Home Services to the south, is four 1,470 square-foot commercial building spaces. The existing site is vacant land that is zoned B-2 General Commercial Planned Unit Development. The study area included the intersections of IL Route 31 and Tek Drive, IL Route 31 and Thorton Entrance/Raymond Drive, IL Route 31 and Althoff Entrance and Tek Drive and Thorton Entrance.

Turning movement counts were collected for the study intersections for the AM, PM, and Saturday midday peak hours. Traffic projections were made for year 2029 using data provided by the Chicago Metropolitan Agency for Planning (CMAP). Crash data was also collected for the 5-year period from 2018-2022 to evaluate the potential safety issues in the study area.

Based on industry data, a total of 90 trips will be generated by the development in the AM weekday peak hour, 71 trips will be generated in the PM weekday peak hour, and 106 trips will be generated during the Saturday midday peak hour.

A capacity analysis was conducted at the study intersections for the weekday morning and evening peak hours and Saturday peak hours for existing (2024), no-build (2029) and build (2029) conditions, both with and without access to Althoff Entrance, to determine how the proposed site will impact the surrounding roadway network.

The following was concluded from the traffic impact study:

- Based on the capacity analysis, the proposed development adds minimal additional traffic to the existing roadway network or surrounding intersections. Significant increases in delay are generally a result of the heavy traffic volumes on IL Route 31. No additional improvements to the roadways are recommended.
- Additional access to the Althoff Entrance is noted on the site plan as a future improvement, so it should be evaluated once the development is complete; IDOT will need to review the change in the proposed access due to the increase in traffic volumes. Based on experience with previous developments along IL Route 31, it is likely that IDOT will require that the Althoff Entrance be modified to a right-in-right-out driveway.
- There were 15 crashes reported within the 5-year analysis period within the study area: including one A-injury, one B-injury, and two C-injury crashes. These crashes precede the installation of the barrier median on IL Route 31.

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Capacity Analysis **4**

Alternative additional Access on Althoff Driveway **8**

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Appendix:

Appendix A	Location Map (Exhibit 1)
	Existing Traffic Operations (Exhibit 2)
	Existing Photolog
	Proposed Site Plan
Appendix B	Existing Traffic Counts (Exhibit 3)
	Summary of Traffic Counts
Appendix C	CMAP Letter
	2029 No Build Traffic (Exhibit 4)
Appendix D	Trip Distribution (Exhibit 5a and 5b)
	2029 Total Traffic (Exhibit 6a and 6b)
	ITE Trip Generation Graphs
Appendix E	Synchro Capacity Analysis Reports

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

Prepared By:
Hampton, Lenzini and Renwick, Inc.
1707 N. Randall Road, Suite 100
Elgin, Illinois 60123

INTRODUCTION

Hampton, Lenzini and Renwick, Inc. (HLR) has conducted a traffic impact study (TIS) on the vacant lot for a proposed commercial center near IL Route 31 and Tek Drive in the City of Crystal Lake, IL. The following study provides a summary of existing conditions, traffic characteristics and analysis, and anticipated demand.

Project Background

The proposed commercial center is to be developed on the existing property located on the west side of IL Route 31 between the Thornton Gas Station to the north and Althoff Home Services to the south in the City of Crystal Lake. A location map is shown on Exhibit 1 in Appendix E. The proposed development site is 27,987 square-feet (SF) in size. The proposed overall building footprint is 5,880 SF which provides four 1,470 SF building spaces totaling 5,880 SF. The proposed site plan is shown in Appendix A.

EXISTING CONDITIONS

The site is located on the southwest corner of the two-way stop-controlled intersection of IL Route 31 and the Thornton Gas Station driveway, across from Raymond Drive. The existing site is currently vacant with no existing access driveways. In the site vicinity, the primary land uses are commercial.

IL Route 31 is a four-lane divided north/south arterial roadway with a posted speed limit of 50 miles per hour (mph) within the study area. The 2023 Average Daily Traffic (ADT) for IL Route 31 is 34,200 vehicles per day (vpd) based on IDOT's Getting Around Illinois website. At its intersection with Tek Drive, IL Route 31 has two through lanes and a dedicated right-turn lane in the southbound direction. In the northbound direction, there is a dedicated left-turn lane and two through lanes. At its intersection with Raymond Drive, IL Route 31 has two through lanes and a dedicated right-turn lane in the southbound direction. In the northbound direction there are two through lanes and a dedicated right-turn lane. There is a concrete barrier median prohibiting left turns onto or off IL Route 31 at Raymond Drive.

Tek Drive is an east-west two-lane local road. At its intersection with IL Route 31, Tek Drive has dedicated left and right-turn lanes. Raymond Drive is also an east-west two-lane local road. At its intersection with IL Route 31, Raymond Drive has a right-turn lane. The Thorntons Gas Station driveway is a right-in-right-out entrance directly across from Raymond Drive. The Althoff Home Services entrance has a shared left/right-turn lane onto IL Route 31.

Exhibit 2 shows the existing and proposed traffic operations of the site and roadways serving the site.

DATA COLLECTION

Traffic Counts

Traffic turning movement counts were collected on Tuesday, May 21, 2024, between the hours of 6:00 AM and 9:00 AM and between 3:00 PM and 6:00 PM and Saturday, June 1, 2024, between the hours of 11:00 AM and 2:00 PM at the following intersections:

- IL Route 31 at Tek Drive
- Thornton Gas Station driveway/Raymond Drive
- Althoff Entrance

Based on these counts, the existing weekday AM peak of the roadway occurs between 7:00 and 8:00 AM, the weekday PM peak occurs from 3:45 to 4:45 PM and the Saturday peak occurs from 11:30 AM to 12:30 PM. Existing traffic volumes for AM, PM, and Saturday Peak hours are shown on Exhibit 3. A detailed summary of the traffic counts is included in Appendix B.

Traffic Projections

A growth rate was applied to the existing traffic volumes to calculate estimated 2029 No-Build turning movement volumes. Based on the Chicago Metropolitan Agency for Planning (CMAP) 2050 traffic projections, an annual growth rate of 1.0% was applied to the existing traffic volumes over 5 years. Currently, CMAP travel models use adopted regional 2050 socioeconomic projections and assume implementation of the ON TO 2050 Comprehensive Regional Plan for Northeastern Illinois. The CMAP traffic projection letter is included in Appendix C. The 2029 No Build traffic volumes are shown in Exhibit 4 in Appendix C.

Crash Data

To evaluate potential safety issues in the study area crash data was collected from the Illinois Department of Transportation Safety Portal for the most recent 5-year period between 2018-2022. The study area includes the intersections of IL Route 31 at Tek Drive and at Raymond Drive. Based on the most recent five-year period there were 15 crashes reported within the study area. There was one A-injury crash, one B-injury crash, two C-injury crashes and 11 property damage crashes. This crash data precedes the installation of the barrier median on IL Route 31.

PLANNED IMPROVEMENTS

The proposed commercial center includes a restaurant, a carry-out restaurant, and a medical office. A driveway will be constructed to the north onto the Thornton Gas Station driveway providing access to the site. A second future driveway is planned to the south connecting to the Althoff Entrance, providing full access to the site.

The proposed site plan that was provided by the property owner is shown in Appendix A. As shown, the proposed building is 5,880 SF with four 1,470 SF separate spaces and a parking lot with a drive-thru pick up lane.

ESTIMATED SITE GENERATED TRAFFIC

Table 1 below tabulates the traffic generated by the proposed development. The *Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition* was used to estimate the trip generation for the project site. Site generated traffic is an estimated number of vehicles that are predicted to be added to the roadway network due to the new development. Land Use 932 – High-Turnover (Sit-Down) Restaurant and Land Use 934 – Fast-Food Restaurant with Drive-Through were assumed for the first two 1,470 SF building spaces. Land Use 720 – Medical-Dental Office Building was assumed for the 2,940 gross SF of the remaining two building spaces. The trip generation graphs can be found in Appendix C.

Pass-by trips were not considered for this study. Pass-by trips are those that already existed on the network before the proposed development is established but make an intermediate stop at the site location once it is developed. To maintain a conservative analysis, pass-by trips were not accounted for in this study.

Table 1: Expected Trip Generation

Land Use	Size	Weekday						Saturday		
		AM Peak			PM Peak			Peak		
		Enter	Exit	**Total**	Enter	Exit	**Total**	Enter	Exit	**Total**
932- High-Turnover (Sit-Down) Restaurant	1,470 SF	8	6	**14**	8	5	**13**	8	8	**16**
934- Fast-Food Restaurant with Drive-Through	1,470 SF	33	33	**66**	25	24	**49**	41	40	**81**
720- Medical-Dental Office Building	2,940 SF	8	2	**10**	3	6	**9**	5	4	**9**
Totals	**5,880 SF**	49	41	**90**	36	35	**71**	54	52	**106**

The expected trip distribution of the proposed site traffic is depicted in Exhibit 5a. The distribution is based on current traffic counts and patterns. It is expected that 40% of trips will travel to and from the south along IL Route 31, 50% will travel to and from the north along IL Route 31, and 10% will travel to and from the west on Tek Drive. The total estimated traffic (2029 background volumes plus generated trips) is shown in Exhibit 6a in Appendix D.

CAPACITY ANALYSIS

A capacity analysis was conducted for the intersections of IL Route 31 at Tek Drive, at the Thorton's Entrance and at the Althoff Entrance and Tek Drive at the Thorton's Entrance for the weekday AM and PM peak hours, and the Saturday peak hour for 2029 background and build conditions, both with access to the Althoff Entrance and without, to determine how the proposed site will impact the surrounding roadway network.

The intersections were analyzed using Synchro analysis software. Synchro is a software that implements methods and procedures from the Highway Capacity Manual that performs both planning and operation level analyses for streets, intersections, freeways, and arterials. A capacity analysis for an intersection is measured in terms of delay (seconds per vehicle) and Level of Service (LOS).

Level of Service is a qualitative measure used to analyze roadways and intersections by categorizing traffic flow based on operating characteristics such as speed, delay, travel time, traffic interruption, and safety. LOS for an unsignalized intersection is defined in terms of the average control delay for each minor-street movement and major-street left-turns. There are six levels of service categories LOS A through LOS F where LOS A is described as free-flow traffic with little to no delay for motorists and LOS F occurs when the amount of traffic exceeds the capacity that can be served resulting in high delays. The LOS criteria for stop-controlled intersections are presented in Table 2.

Tables 3a to 3d summarize the intersection capacity results at the intersections of IL Route 31 and Tek Drive, IL Route 31, and Thorton/Raymond Drive, Tek Drive and Thorton's Entrance and IL Route 31 at the Althoff Entrance. The full capacity analysis reports are provided in Appendix D.

Table 2: Level of Service Criteria for Stop Controlled Intersections

Level of Service	Type of Operation Conditions	Average Vehicle Delay (sec)
A	Conditions with little to no delay to motorists.	< 10
B	Desirable level with relatively low delay to motorists.	10 – 15
C	Average delays to motorists, congestion becomes more noticeable.	15 - 25
D	Delays are higher, congestion is noticeable.	25 - 35
E	Higher delays, more congestion.	35 - 50
F	Unacceptable to most drivers, demand exceeds capacity, high delays	> 50

Table 3a: IL Route 31 at Tek Drive Capacity Analysis Summary

Peak Hour		Approach Delay (sec) & LOS					
		Eastbound		Northbound		Southbound	
		Left	Right	Left	Thru	Thru	Right
IL Route 31 at Tek Drive							
AM Peak	Existing (2024)	668.2 – F	17.8 – C	17.3 – C	-	-	-
	Background (2029)	951.3 – F	18.8 – C	18.6 – C	-	-	-
	Build (2029)	2,193.7 – F	19.4 – C	19.0 – C	-	-	-
	Build w/ Althoff (2029)	1,409.0 – F	19.4 – C	19.0 – C			
PM Peak	Existing (2024)	988.6 – F	23.0 – C	22.6 – C	-	-	-
	Background (2029)	1,414.4 – F	25.0 – D	25.2 – D	-	-	-
	Build (2029)	3,664.3 – F	25.9 – D	27.6 – D	-	-	-
	Build w/ Althoff (2029)	2,194.2 – F	25.9 – D	25.9 – D	-	-	-
Sat. Peak	Existing (2024)	213.5 – F	15.6 – C	14.1 – B	-	-	-
	Background (2029)	297.4 – F	16.3 – C	14.9 – B	-	-	-
	Build (2029)	901.4 – F	16.8 – C	15.9 – C	-	-	-
	Build w/ Althoff (2029)	465.4 – F	16.8 – C	15.2 – C	-	-	-

The eastbound left turning movement currently operates at a LOS F with a significant delay that will increase in all 2029 scenarios. The 95th percentile queues, which represent the average queue that occurs no more than 5 percent of the peak hour, are less than five car lengths. A poor level of service often results when a vehicle waits a considerable amount of time to find a gap in traffic to make its movement, even if relatively few cars in a peak hour are trying to make this certain movement.

The traffic generated by the proposed development is an insignificant amount of traffic compared to the existing traffic volumes on IL Route 31. Since IL Route 31 is operating very near its maximum capacity, even small increases in additional traffic cause significant increases in delays. As a result of the delay vehicles on Tek Drive will experience at this intersection, it is likely that drivers may opt to go south on IL Route 31 and make a U-turn at the James R. Rakow Road intersection.

Traffic Signal Analysis

Since IL Route 31 is a state route and also a Strategic Regional Arterial (SRA) route, specific requirements must be met to allow for a traffic signal to be warranted. IDOT does not permit the use of the Manual for Uniform Traffic Control Devices (MUTCD) Warrant #1 (8-Hour Vehicular Volume), Condition A/B – Combination of Warrants; Warrant #2 (4-Hour Vehicular Volume) and Warrant #3 (Peak Hour) on SRA routes. Since the intersection does not meet Warrant #1 for

either the AM or PM Peak Hours in the future traffic conditions scenarios, it is unlikely this warrant will be met.

Table 3b: IL Route 31 at Thorton's/Raymond Drive Capacity Analysis Summary

Peak Hour		Approach Delay (sec) & LOS					
		Eastbound Right	Westbound Right	Northbound		Southbound	
				Thru	Right	Thru	Right
IL Route 31 at Thorton's/Raymond Drive							
AM Peak	Existing (2024)	22.9 – C	17.1 – C	-	-	-	-
	Background (2029)	25.3 – D	17.9 – C	-	-	-	-
	Build (2029)	27.3 – D	18.1 – C	-	-	-	-
	Build w/ Althoff (2029)	25.5 – D	18.0 – C	-	-	-	-
PM Peak	Existing (2024)	27.1 – D	22.1 – C	-	-	-	-
	Background (2029)	30.2 – D	24.0 – C	-	-	-	-
	Build (2029)	33.0 – D	24.3 – C	-	-	-	-
	Build w/ Althoff (2029)	30.5 – D	24.6 – C	-	-	-	-
Sat. Peak	Existing (2024)	16.1 – C	15.1 – C	-	-	-	-
	Background (2029)	17.9 – C	15.7 – C	-	-	-	-
	Build (2029)	19.0 – C	15.9 – C	-	-	-	-
	Build w/ Althoff (2029)	18.0 – C	15.8 – C	-	-	-	-

As shown in Table 3b, the intersection of IL Route 31 and Thorton's operates at a LOS C or D for the eastbound and westbound approaches for all peak periods and conditions. The LOS and delay will increase slightly under future traffic conditions but will continue to operate at an acceptable level.

Table 3c: Tek Drive and Thorton's Entrance Capacity Analysis Summary

Peak Hour		Approach Delay (sec) & LOS					
		Northbound		Westbound		Eastbound	
		Left	Right	Left	Thru	Thru	Right
Tek Drive at Thorton's Entrance							
AM Peak	Existing (2024)	9.1 – A	-	7.3 – A	-	-	-
	Background (2029)	9.1 – A	-	7.3 – A	-	-	-
	Build (2029)	9.2 – A	-	7.4 – A	-	-	-
	Build w/ Althoff (2029)	9.2 – A	-	7.3 – A			
PM Peak	Existing (2024)	9.1 – A	-	7.3 – A	-	-	-
	Background (2029)	9.2 – A	-	7.3 – A	-	-	-
	Build (2029)	9.3 – A	-	7.4 – A	-	-	-
	Build w/ Althoff (2029)	9.2 – A	-	7.4 – A	-	-	-
Sat. Peak	Existing (2024)	8.9 – A	-	7.3 – A	-	-	-
	Background (2029)	9.0 – A	-	7.3 – A	-	-	-
	Build (2029)	9.1 – A	-	7.4 – A	-	-	-
	Build w/ Althoff (2029)	9.0 – A	-	7.3 – A	-	-	-

As shown in Table 3c, the intersection of Tek Drive and Thorton's operates at a LOS A for the northbound and westbound approaches for all peak periods and conditions. The LOS and delay will not increase under future traffic conditions and will continue to operate at an optimal level.

Table 3d: IL Route 31 and Althoff Entrance Capacity Analysis Summary

Peak Hour		Approach Delay (sec) & LOS				
		Eastbound	Northbound		Southbound	
			Left	Thru	Thru	Right
IL Route 31 at Althoff Entrance						
AM Peak	Existing (2024)	36.5 – E	16.4 – C	1.4 – A	-	-
	Background (2029)	40.2 – E	17.5 – C	1.8 – A	-	-
	Build (2029)	41.1 – E	17.7 – C	1.9 – A	-	-
	Build w/ Althoff (2029)	64.5 – F	18.6 – C	4.5 – A	-	-
PM Peak	Existing (2024)	39.0 – E	19.3 – C	0.2 – A	-	-
	Background (2029)	43.6 – E	20.8 – C	0.2 – A	-	-
	Build (2029)	44.3 – E	21.0 – C	0.2 – A	-	-
	Build w/ Althoff (2029)	76.2 – F	22.1 – C	3.5 – A	-	-
Sat. Peak	Existing (2024)	36.7 – E	13.6 – B	0.1 – A	-	-
	Background (2029)	154.2 – F	14.2 – B	0.1 – A	-	-
	Build (2029)	163.7 – F	14.4 – B	0.1 – A	-	-
	Build w/ Althoff (2029)	279.0 – F	15.0 – B	1.6 – A	-	-

As shown in Table 3d, the intersection of IL Route 31 and the Althoff Entrance operated at a LOS A for the northbound thru movement for all peak periods and conditions. The intersection operated at a LOS B or C for the northbound left movement, and a LOS E or F for the eastbound approach.

ALTERNATIVE ADDITIONAL ACCESS ON ALTHOFF DRIVEWAY

The second entrance to the property through cross access to the Althoff property is being considered as a potential future option. This will alter the expected trip distribution of the proposed site traffic onto the existing roadway network, which is depicted in Exhibit 5b. The directional distribution with this second access does not change from the initial configuration. The total estimated traffic (2029 background volumes plus generated trips) is shown in Exhibit 6b in Appendix D. This second entrance will improve the operations of the IL Route 31 and Tek Drive intersection due to the decrease in the left turning movement on Tek Drive. It will provide very minor improvements to the Thorton's Entrances and will cause increased delays and LOS at the Althoff Entrance in all three peak hours.

SUMMARY OF FINDINGS AND RECOMMENDATIONS

A traffic impact study was performed for the proposed commercial center located between the Thornton's Entrance to the north and Althoff Entrance to the south on the west side of IL Route 31 in the City of Crystal Lake, IL to determine impacts to the existing traffic network. Based on the analysis performed, the proposed development adds minimal additional traffic to the existing roadway network or surrounding intersections. There are significant increases in delay on Tek Drive, the Thorton's Entrance/Raymond Drive and the Althoff Entrance at their intersections with IL Route 31 but minimal impacts to IL Route 31. No additional improvements to the roadways are recommended.

The additional access to the Althoff Entrance provides minor improvements to the IL Route 31 and Tek Drive intersection but significantly increases the delays to the Althoff Entrance. Since this is a future access, it will need to be evaluated once the development is complete ; IDOT will need to review the change in the proposed access due to the increase in traffic volumes. Based on experience with previous developments along IL Route 31, it is likely that IDOT will require that the Althoff Entrance be modified to a right-in-right-out driveway.

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: September 17, 2024

Item: Ordinance waiving the formal procurement requirements under City Code Section 102-3 and authorization of payment to Central Tree & Landscape Mulch, LLC for Brush Grinding services

Staff Recommendation: Motion to adopt an Ordinance waiving formal procurement requirements under City Code Section 102-3 and authorizing the payment of $28,375.00 to Central Tree & Landscape Mulch, LLC for Brush Grinding services completed at the Public Works Main Street Cold Storage Complex in May 2024

Staff Contact: Michael Magnuson, Director of Public Works & Engineering
Matt Farmer, Deputy Director of Public Works & Engineering

Discussion:

The City regularly contracts for brush grinding services, which involves the use of a tub grinder to process woody debris collected during city-wide brush pickup events, created by storm damage to trees, and during resident brush drop-off at the Public Works Main Street Cold Storage facility. Generally, when this work is conducted, three written quotes are collected, and the extent of the work is completed for less than $25,000.

In May 2024, the Public Works Street Division worked with Central Tree & Landscape Mulch, LLC to conduct brush grinding work at the Public Works Main Street Cold Storage facility. This work included the use of a tub grinder for grinding brush collected during the annual city-wide spring brush collection and woody debris collected from the subsequent spring storm that occurred shortly after the city-wide brush collection. Additionally, while Central Tree & Landscape Mulch, LLC was on site, several trees growing along the fenceline at the Public Works Main Street Cold Storage facility were removed and processed through the tub grinder.

To perform these services, Central Tree & Landscape Mulch, LLC agreed to hold their prices from the previous year when multiple quotes were solicited. Based on economic indicators and staff experience, the costs of services is not decreasing in the current economy compared to the previous year. Due to the vendor's willingness to hold pricing, it was determined that it would be advantageous to the City to have Central Tree & Landscape Mulch, LLC perform the indicated work. While it was anticipated that the brush grinding work to be completed would cost less than $25,000 and not necessitate the use of the competitive bidding process, an unanticipated increase in brush collected after strong spring storms caused extensive tree damage, resulting in a total cost of $28,375.00.

The table below indicates quoted hourly rates from previous brush grinding work and the rates held by Central Tree & Landscape Mulch, LLC for the work conducted in May 2024 :

	2022			2023			2024
Contractor	**Central Tree**	**√Kramer Tree Specialists**	**Eddie's Landscaping**	**√Central Tree**	**Kramer Tree Specialists**	**JAD Treecycle**	**√Central Tree**
Brush Grinding Services Hourly Rate	$650.00	$550.00	$850.00	$650.00	$735.00	No Bid	$650.00

√ Indicates recommended lowest responsible bidder

Recommendation:

The authorization of this payment is being presented with a request to waive the procurement process outlined in Section 102-3 of the City Code. Based on the factors discussed above, City staff believes that the work authorized in May 2024, was priced in a manner that was the most advantageous to the City and that Central Tree & Landscape Mulch, LLC was suited to perform these services based past performance and the pricing provided.

Votes Required to Pass:

Two-thirds majority vote of Council members holding office (4 affirmative votes, excluding Mayor).

Ordinance #
File:

ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR BRUSH GRINDING SERVICES

WHEREAS, the City solicits quotes for work anticipated to cost less than $25,000.00 ; and

WHEREAS, the City's Public Works Department solicited quotes for Brush Grinding services at hourly rates in March of 2023 from three vendors; and

WHEREAS, the lowest quote for Brush Grinding services at hourly rates came from Central Tree & Landscape Mulch, LLC in 2023; and

WHEREAS, Central Tree & Landscape Mulch, LLC agreed to hold their quoted hourly rate for Brush Grinding services from 2023 for the brush grinding services performed in May 2024; and

WHEREAS, the Bush Grinding services were authorized by the City's Public Works Department anticipating the total cost of the work not-to-exceed $25,000.00; and

WHEREAS, the total cost of the work peformed by Central Tree & Landscape Mulch, LLC exceeded the $25,000.00 threshold for Competieitve Bidding by $3,375.00 totaling $28,375.00; and

WHEREAS, the City's Public Works Department is requesting that the Competitive Bidding requirement be waived for the brush grinding services performed in May 2024 and that payment in the amonnt $28,375.00 to Central Tree & Landscape Mulch, LLC for the brush grinding services performed in May 2024 be authorized

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

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

SECTION TWO. Waiver of Competitive Bidding and authorization of payment to Central Tree & Landscape Mulch, LLC. The waiver of the formal procurement requirements under

Draft

Section 102-3 of the Code is approved and the City Manager is hereby authorized approve payment in the amount of $28,375.00 to Central Tree & Landscape Mulch, LLC for Brush Grinding services conducted in May 2024 at the Public Works Main Street Cold Storage Facility.

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

DATED this 17th day of September, 2024

APPROVED:

_____

Haig Haleblian, MAYOR

ATTEST:

_____

CITY CLERK

Draft

PASSED: September 17, 2024
APPROVED: September 17, 2024

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

CENTRAL TREE

LAND & LOT CLEARING SPECIALIST
FOR SITE DEVELOPMENT
TREE & STUMP REMOVAL
FIELD & BRUSH MOWING / REDUCTION

14N705 US Highway 20 • Pingree Grove, Illinois 60140

PHONE 847-989-9048 WWW.CENTRALTREE.NET Office@CentralTree.net

PROPOSAL/CONTRACT

March 9, 2023

Email: lzurek@crystallake.org
Phone: 815-356-3744

TO: Larry Zurek
Village of Crystal Lake
100 Woodstock Street
Crystal Lake, IL 60014

RE: **BRUSH GRINDING SERVICE**

- Morbark 1300B Tub Grinder on tracks/ Remote Control with **1050 HP Engine** and stacking conveyor belt with operator.

  PRICE = $ 500.00 Per Hour

- Komatsu PC290 Excavator with rotating grapple saw and operator

  PRICE = $ 150.00 Per Hour

- Mobilization to and from site included in pricing.

  $650.00 per Hour

Bid amounts include all labor, operation and equipment costs to perform the work.
For acceptance of this proposal, please sign below and initial "Terms and Conditions" page attached to this Proposal/Contract.

We appreciate the opportunity to submit our proposal to you and your company. If you have any questions regarding this proposal please do not hesitate to contact me anytime.

Sincerely,

Matt D'Amico
Central Tree

_____
Clients Signature of Acceptance

Kramer Tree Specialists, Inc.
300 Charles Court
West Chicago, IL 60185
Office: (630) 293-5444 www.kramertree.com Fax: (630) 293-7667

Commercial Proposal

Tree Maintenance

March 9, 2023

Proposal For:
Larry Zurek
Public Work Department
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Payment Terms: Net 30

Home:
Office: 815-459-2020
Mobile:
Fax: 815-356-3677
lzurek@crystallake.org

Proposal #: 433206
Customer #: 12205
Proposal Date: 3/9/2023
Proposal Status: Issued

KTS Certified Arborist:
Tim Rickerson
twrickerson@kramertree.com
Cell Phone: 630-440-3908

City of Crystal Lake

KRAMER TREE SPECIALISTS, INC

Vermeer Horizontal Grinder - Hourly Rates

Tim Rickerson
630.293.5444
www.kramertree.com

Thank You For Considering Kramer Tree Specialists, Inc.
Our Company WILL Exceed Your Expectations

Kramer Tree Specialists, Inc.
300 Charles Court
West Chicago, IL 60185
Office: (630) 293-5444 www.kramertree.com Fax: (630) 293-7667

Commercial Proposal

Tree Maintenance

March 9, 2023

Proposal #: 433206

To approve this proposal, please send your authorization by email, fax or mail and indicate which service lines are being accepted.

Item #	Plant Species	Qty	Service Recommended	Condition	DBH	Item Charge
☐ 1	Materials Landscape		Grinding		hourly	$570.00

Notes: Hourly Rate = $570 per hour on site
Minimum of (3) hours per day

The Vermeer Industrial HG4000 has much better technology, better placement of drum and utilizes
than the previous HG6000 we were using in the past.
This machine produces much more material than any subgrinder per hour

Cost assumes loader and operator to be provided by Village personnel.
If we need to provide the loader & operator, add $165.00 / hr.

Costs include mobilization/any permit fees

$570.00 Grinder
$165.00 Loader
$735.00 Per Hour

Service:

Payment Due In Full within 30 days of receipt of Invoice

Payment via Credit, Debit or Check (no Cash)
3% Service fee on all credit card payments

VISA DISCOVER

To Authorize this Proposal...
Be sure we pay close attention to work, please return a signed copy of this Proposal via email or fax, or you may email your Certified Arborist with your authorization

This Proposal is valid for 30 days.

Authorized By: _____ Date: _____ **Proposal #:** 433206

By accepting this proposal, I acknowledge that I am accepting responsibility for late fees and finance charges, as well as any costs to collect payment including, but not limited to, cost of a third party.

This proposal includes only a visual inspection of accessible components of the trees to determine the scope of the work indicated, and shall not be considered a tree risk evaluation.

Kramer Tree Specialists can not be responsible for unmarked underground utilities, structures, sprinkler systems, etc. that may be damaged in the work process. Above listed work includes all hauling, disposal, and site cleanup of debris unless otherwise noted.

Certificate of Insurance available upon request

TCIA

ISA

IAA

Larry Zurek

From: JAD Treecycle <jadtreecycle@sbcglobal.net>
Sent: Wednesday, March 8, 2023 10:47 AM
To: Larry Zurek
Subject: Re: Tub Grinding

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you Larry,
But we will politely decline the offer to bid on tub grinding this year.
Have a great season and here's hoping Spring is literally around the corner.

Regards,
Annette Derer
JAD Treecycle Inc

No Bid

847-639-0549
815-337-3708
815-482-8039

Find us at http://jadtreecyclemchenry.com

On Tuesday, March 7, 2023 at 03:45:55 PM CST, Larry Zurek <lzurek@crystallake.org> wrote:

Hi Annette,

The City of Crystal Lake is reaching out again to area contractors for tub grinding services and was wondering if you'd be interested in bidding as you've done in the past.

Thanks for your consideration.

Larry

Larry Zurek | Superintendent | Public Works
City Of Crystal Lake | 100 W. Woodstock St. | Crystal Lake, IL 60014
Website: www.crystallake.org | Phone: 815-356-3744

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: September 17, 2024

Item: Approval of Property Acquisition by the Illinois Department of Transportation for the City's Lift Station 22 Parcel

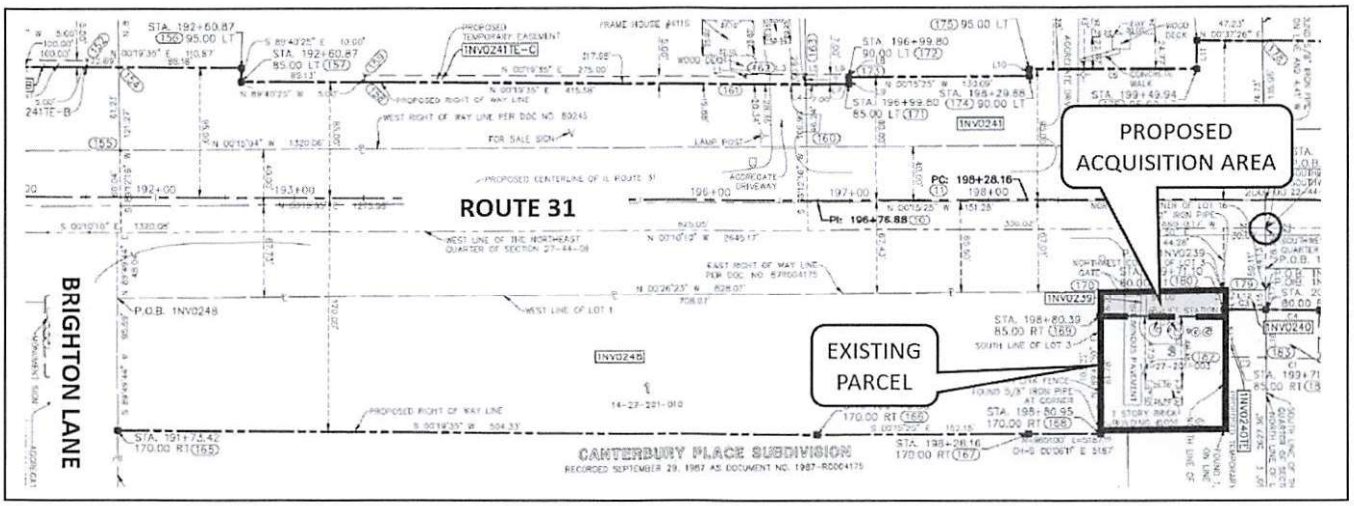
Staff Recommendation: Motion to adopt a Resolution Regarding the Property Acquisition by the Illinois Department of Transportation for the City's Lift Station 22 Parcel

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

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Background:
The Illinois Department of Transportation (IDOT) is completing engineering to widen IL Route 31 from IL Route 176 to IL Route 120 in the City of McHenry. The project consists of widening and reconstruction to add an additional through lane in each direction with a center median, intersection improvements, pedestrian and bicycle accommodations, and drainage improvements. The center island within the City limits will be landscaped similar to the landscaping along US Route 14 within the City limits.

As part of the improvement, IDOT is acquiring 0.039 acres/1,699 square feet from the City's property at lift station 22. Lift station 22 is located on the east side of IL Route 31, just north of Brighton Lane.



A licensed appraiser determined the value of the City's property, and IDOT will be compensating the City $3,400 for the purchase of the property. In addition, compensation for impacts to an existing chain link fence are $1,200. The total compensation is $4,600.

The City's legal counsel has reviewed the documents and has deemed them acceptable.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS, the Illinois Department of Transportation (IDOT) is desirous of constructing an improvement along IL Route 31 from IL Route 176 in the City of Crystal Lake to IL Route 120 in the City of McHenry; and

WHEREAS, the IDOT project along IL Route 31 will require the acquisition of property owned by the City of Crystal Lake at Lift Station 22; and

WHEREAS, the IDOT project along IL Route 31 will impact the existing chain link fence at Lift Station 22; and

WHEREAS, IDOT is offering the City $4,600 for the property and for the City to relocate the chain link fence.

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 accept the offer for the property acquisition in the total amount of $4,600.

BE IT FURTHER RESOLVED that the City Manager is authorized execute the required documents associated with the property acquisition for this parcel.

DATED this 17th day of September 2024.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST:

_____

CITY CLERK

PASSED: September 17, 2024

APPROVED: September 17, 2024

Draft

Illinois Department of Transportation

Affidavit of Title

Owner:	The City of Crystal Lake
Address:	East side of IL Route 31, north of Brighton Lane - common address: State Route 31, Crystal Lake, IL 60012
Route:	IL 31
Section:	IL 120 to IL 176
County:	McHenry
Project:	N/A
Job No.	R-91-013-07
Parcel No.	1NV0239
P.I.N. No.	14-27-201-003

State of Illinois)
) ss.
County of McHenry)

I, Eric Helm, City Manager, being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.

2. ☒ There are **no parties** other than Grantor in possession of any portion of the premises described in the attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.

   ☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in the attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

   _____

   SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.

4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.

5. The said premises described in Exhibit "A" are: (Check One)
   ☐ Vacant and unimproved ☐ Agricultural and unimproved
   ☒ Improved and
   (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanics' lien could accrue or has accrued, and
   (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

Draft

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.

7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.

8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premise to be conveyed are as follows (check applicable box(es) and complete information requested):

☐ **Individual.** Individual owner of the property is:

☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

☒ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization.

☐ **Publicly-Traded Corporation.** There is no readily known shareholder having more than 7-1/2% of the total distribution income of the corporation.

☐ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	**Address**
*1.		
2.		
3.		
4.		

☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	**Address**
*1.		
2.		
3.		
4.		

Draft

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 20____.

The City of Crystal Lake

By: _____

Eric Helm, City Manager

State of _____)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20____, by Eric Helm as City Manager of The City of Crystal Lake.

(SEAL)

_____
Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Draft

Date: 02/27/2024

Job R-91-013-07
IL 176 to IL 120
County McHenry
Section IL 31
Parcel 1NV0239

WTC Number: I1-2020ME-2258.0

A.L.T.A. COMMITMENT FORM
Schedule A Continued

LEGAL DESCRIPTION

LOT 3 IN CANTERBURY PLACE, BEING A SUBDIVISION OF PARTS OF SECTIONS 22, 23, 26, AND 27, ALL IN TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CRYSTAL LAKE, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1987, AS DOCUMENT NO. 87 R 004175, IN MCHENRY COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 14-27-201-003

Draft

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Illinois Department of Transportation

Receipt of Conveyance Documents and Disbursement Statement

Owner: The City of Crystal Lake
Job No.: R-91-013-07
Parcel No.: 1NV0239

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

(check all that apply)

- ☒ Warranty Deed covering 0.039 acres
- ☐ Permanent Easement covering acres
- ☐ Temporary Easement covering acres

all located in McHenry County, Illinois as right of way for IL 31, Section IL 120 to IL 176, dated _____, 20___, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Four Thousand Six Hundred and no/100 Dollars ($4,600.00) to Grantor as total consideration for the deed by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.

2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows: None.

3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.

4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

Name*	TIN/FEIN/SSN**	Address	Amount
The City of Crystal Lake		100 W. Woodstock St. Crystal Lake, IL, 60014	$4,600.00
			$
			$

*If multiple names, on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

Draft

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

   a. Transferor is the owner of the real property being conveyed;
   b. Transferor is not a foreign person (as such term is defined in the Internal Revenue Code and Income Tax Regulations); and
   c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

   Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

   _____
   Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.

7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: _____, 20____

Grantor: The City of Crystal Lake

_____
Signature
Eric Helm, City Manager

Date: _____, 20____

Grantee:
The People of the State of Illinois, Department of Transportation

_____
for State of Illinois, Department of Transportation

Draft

Owner: The City of Crystal Lake
Route: IL 31
Section: IL 120 to IL 176
County: McHenry
Project No.: N/A
Job No.: R-91-013-07
Parcel No.: 1NV0239
P.I.N. No.: 14-27-201-003

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

The City of Crystal Lake, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of Four Thousand Six Hundred and No/100 Dollars ($4,600.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4, grants, conveys, and warrants to the People of the State of Illinois, Department of Transportation, (Grantee), the following described real estate in McHenry County, Illinois:

See attached legal description.

Address: East side of IL Route 31, north of Brighton Lane - common address: State Route 31, Crystal Lake, IL 60012

Grantor does not possess rights of Homestead in the premises.

Draft

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 20___.

The City of Crystal Lake

By: _____
Signature

Eric Helm, City Manager

ATTEST:

By: _____
Signature
Nick Kachiroubas, City Clerk

State of _____)
) ss
County of _____)

This instrument was acknowledged before me on _____, 20___, by Eric Helm, as City Manager and Nick Kachiroubas, as City Clerk of The City of Crystal Lake, a governmental entity organized and existing under the laws of Illinois.

(SEAL)

_____
Notary Public

My Commission Expires: _____

Draft

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

_____ _____
Date Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
201 Center Court, Schaumburg, IL 60196-1096

Route: I.L. ROUTE 31
Section:
County: McHenry
Job No: R-91-013-07
Parcel: 1NV0239
Sta. 198+80.39 to Sta. 199+71.18
Index No. 14-27-201-003

That part of Lot 3 Canterbury Place, being a subdivision of parts of Sections 22, 23, 26, and 27, all in Township 44 North, Range 8 East of the Third Principal Meridian, in the city of Crystal Lake, according to the plat thereof recorded September 29, 1987, as document number 87R004175, in Nunda Township, McHenry County, Illinois, bearings and distances based on Illinois State Plane Coordinate System, East Zone, NAD 1983 (2011 Adjustment), with a combined factor of 0.9999415497, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 27; thence South 00 degrees 10 minutes 10 seconds East, 30.00 feet, along the west line of said Northeast Quarter, to the westerly extension of the north line of said lot 3; thence North 89 degrees 40 minutes 50 seconds East, 44.28 feet, along said westerly extension, to the east right-of-way line of Illinois 31 per document 87R004175, the northwest corner of said Lot 3, and the Point of Beginning;

thence North 89 degrees 40 minutes 50 seconds East, 19.40 feet, along the north line of said Lot 3 to a point on a non-tangent curve; thence Southerly, along a curve, concave to the East, having a radius of 9736.00 feet, an arc distance of 90.01 feet, a chord bearing South 00 degrees 18 minutes 45 seconds West, and a chord distance of 90.01 feet, to the south line of said lot 3; thence South 89 degrees 40 minutes 50 seconds West, 18.22 feet, along said south line to said east right-of-way of Illinois 31; thence North 00 degrees 26 minutes 23 seconds West, 90.00 feet, along said east right-of-way line of Illinois 31, to the Point of Beginning.

Said parcel containing 0.039 Acres, more or less.

Draft

APPROVED
By coreanom at 9:04 am, Feb 07, 2022

Owner: The City of Crystal Lake
Route: IL 31
Section: IL 120 to IL 176
County: McHenry
Project No.: N/A
Job No.: R-91-013-07
Parcel No.: 1NV0239
P.I.N. No.: 14-27-201-003

CERTIFIED RESOLUTION
(Governmental Entity)

I, Nick Kachiroubas, the City Clerk of The City of Crystal Lake, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the _____ day of _____, 20___, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Eric Helm, the City Manager and Nick Kachiroubas, the City Clerk of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to convey the governmental entity's interest in the following described real estate in McHenry County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of $Four Thousand Six Hundred and no/100 Dollars ($4,600.00):

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Further resolved that the members, aldermen, trustees or commissioners of the Council or Board of the governmental entity or electors of the governmental entity, pursuant to 50 ILCS 605/4 voted for the adoption of this resolution as follows: AYE _____; NAY _____; ABSENT _____

Draft

By: _____
Signature

Nick Kachiroubas, City Clerk

State of _____)
) ss
County of _____)

This instrument was acknowledged before me on _____, 20___, by Nick Kachiroubas, as City Clerk of The City of Crystal Lake.

(SEAL)

_____
Notary Public

My Commission Expires: _____

Draft

Route: I.L. ROUTE 31
Section:
County: McHenry
Job No: R-91-013-07
Parcel: 1NV0239
Sta. 198+80.39 to Sta. 199+71.18
Index No. 14-27-201-003

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Said parcel containing 0.039 Acres, more or less.

Draft

APPROVED
By coreanom at 9:04 am, Feb 07, 2022

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: September 17, 2024

Item: Bid Award – Well 12 Maintenance and Rehabilitation

Staff Recommendation: Motion to award the contract for maintenance and rehabilitation work on Well 12 to the lowest responsive, responsible bidder, Great Lakes Water Resources Group, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Great Lakes Water Resources Group, Inc. in the amount of $57,642.00 with a 10% contingency for unforeseen expenses and approve warranted completion date extensions

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

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Background:
The City's system of deep and shallow wells operates continuously, pumping water 24/7, 365 days a year. All the wells in Crystal Lake draw their source water from geologic layers of sand and gravel (shallow wells) or glacial sandstone (deep wells). Over time, general wear and tear, along with fine sand present in these layers, cause damage to the pumping equipment. This necessitates the rehabilitation or replacement of components. Public Works staff monitor pump run time, well output, and other factors to determine when a well needs rehabilitation.

Well 12 is located at Water Treatment Plant 3 (850 Virginia Rd.) and was last rehabilitated in 2014. The well's motor needs replacement, and other well components require routine maintenance and rehabilitation work.

Bids were advertised publicly, opened, and read aloud on August 29, 2024. The bid results are presented in the table below:

WELL 12 REHABILIATION: BID OPENING August 29, 2024

Description of Materials & Work	Est. Qty.		*Great Lakes Water Resources Channahon, IL*		*Municipal Well & Pump Waupun, WI*		*Water Well Solutions Elbrun, IL*		*Layne Water Resources Aurora, IL*	
			S (per Unit)	Total S	S (per Unit)	Total S	S (per Unit)	Total S	S (per Unit)	Total S
Mobilize, remove & inspect pumping equipment	1		$9,610.00	$9,610.00	$10,150.00	$10,150.00	$7,930.00	$7,930.00	$15,350.00	$15,350.00
Cost of new check valve (same as existing)	1		$1,275.00	$1,275.00	$1,170.00	$1,170.00	$1,440.00	$1,440.00	$1,535.00	$1,535.00
Cost per splice kit (complete 3 wire)	1		$195.00	$195.00	$100.00	$100.00	$294.00	$294.00	$32.00	$32.00
Cost per foor of airline (inc. Stainless Banding)	195	ft	$1.00	$195.00	$3.00	$585.00	$3.00	$585.00	$1.00	$195.00
Cost of new Motor (same as existing)	1	each	$3,765.00	$3,765.00	$3,860.00	$3,860.00	$4,000.00	$4,000.00	$4,325.00	$4,325.00
Cost of new Pump (same as existing)	1	each	$4,300.00	$4,300.00	$4,710.00	$4,710.00	$4,750.00	$4,750.00	$5,050.00	$5,050.00
Cost of new Electrical Cable (same as existing)	195	ft	$7.00	$1,365.00	$6.00	$1,170.00	$7.00	$1,365.00	$8.00	$1,560.00
Cost of new 6" coupling blasted and coated (6 mil min thickness coating)	6	each	$135.00	$810.00	$308.00	$1,848.00	$159.00	$954.00	$425.00	$2,550.00
Cost per foot for 6" new column pipe replacement - blasted and coated (6 mil min thickness coating)	60	ft	$65.00	$3,900.00	$75.00	$4,500.00	$86.00	$5,160.00	$86.00	$5,160.00
Cut & Rethread Column Pipe (one side of pipe)	10		$150.00	$1,500.00	$116.00	$1,160.00	$147.00	$1,470.00	$225.00	$2,250.00
Cost for new level trandsucer w/250' cable	1	hour	$2,600.00	$2,600.00	$2,330.00	$2,330.00	$1,970.00	$1,970.00	$2,350.00	$2,350.00
Chemical costs (Amounts as required & specified)	1		$565.00	$565.00	$3,010.00	$3,010.00	$9,580.00	$9,580.00	$5,500.00	$5,500.00
Sandblast/Re-coat inside & outside of column pipe (6 mil min thickness coating)	120	ft	$46.00	$5,520.00	$38.00	$4,560.00	$67.00	$8,040.00	$35.00	$4,200.00
Televise Well	2	ft	$1,600.00	$3,200.00	$1,530.00	$3,060.00	$1,300.00	$2,600.00	$2,200.00	$4,400.00
Cost per hour for brushing, surging & saind bailing	10	hrs	$385.00	$3,850.00	$503.00	$5,030.00	$420.00	$4,200.00	$560.00	$5,600.00
Install motor/pumping equipment	1		$12,292.00	$12,292.00	$15,020.00	$15,020.00	$8,190.00	$8,190.00	$8,650.00	$8,650.00
Test Pumping	1		$2,700.00	$2,700.00	$1,690.00	$1,690.00	$3,117.00	$3,117.00	$4,100.00	$4,100.00
Total Bid Price				**$57,642.00**		**$63,953.00**		**$65,645.00**		**$72,807.00**

It is not possible to know the exact repair and rehabilitation work needed for a pump until all pumping equipment has been removed, disassembled, and inspected. To provide the City with a competitive cost, vendors were requested to submit bid pricing for the most likely repairs needed. The bids include hourly labor rates, material pricing, and equipment costs for repairs and services that may be needed.

In addition, well chemical treatment work was specified in the bid to improve water production and remove nuisance bacteria.

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Great Lakes Water Resources Group, Inc. has submitted the lowest responsive and responsible bid per the specifications stated in the bid document, based on a typical scenario and anticipated repairs needed. The Public Works Department staff has worked with Great Lakes Water Resources Group, Inc. and received satisfactory results. Therefore, it is the recommendation of the staff to award the contract to the lowest responsive, responsible bidder, Great Lakes Water Resources Group, Inc., to perform the work on Well 12 in accordance with the terms and conditions of the bid document.

Funds have been budgeted in Fiscal Year 2024B for this project.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to rehabilitate Well 12 to ensure an adequate supply of potable water to the public; and

WHEREAS the CITY received and publicly opened bids for the rehabilitation of Well 12 on August 29, 2024; and

WHEREAS the lowest responsive and responsible bidder is Great Lakes Water Resources Group, Inc., Channahon, IL.

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

BE IT FURTHER RESOLVED the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Great Lakes Water Resources Group, Inc. for the Well 12 Maintenance & Rehabilitation in the amount of $57,642.00; 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.

Draft

DATED this 17th day of September, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: September 17, 2024
APPROVED: September 17, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR

THE REHABILITATION OF WELL #12

BIDDER'S PROPOSAL

Full Name of Bidder Great Lakes Water Resources Group, Inc. ("Bidder")

Principal Office Address PO Box 460, Channahon, IL 60410

Local Office Address PO Box 460, Channahon, IL 60410

Contact Person Kyle Brandenburg Telephone 815-726-2720 or 815-210-6311

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

Attention: *Michael Wisinski – Public Works Manager*
SEALED BID: REHABILITATION OF WELL #12

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 0, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

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

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the ***REHABILITATION OF WELL #12***; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Removal, Inspection & Installation of Equipment			
Description of Materials & Work	**Unit Price**	**Est. Quantity**	**Total**
Mobilize, remove & inspect pumping equipment	$ 9,610.00	1	$ 9,610.00
Cost of new check valve (same as existing)	$ 1,275.00	1	$ 1,275.00
Cost per splice kit (complete 3 wire)	$ 195.00	1	$ 195.00
Cost per foot of airline (inc. Stainless Banding)	$ 1.00	195'	$ 195.00
Cost of new Motor (same as existing)	$ 3,765.00	1	$ 3,765.00
Cost of new Pump (same as existing)	$ 4,300.00	1	$ 4,300.00
Cost of new Electrical Cable (same as existing)	$ 7.00	195'	$ 1,365.00
Cost of new 6" coupling – blasted and coated (6 mil min thickness coating)	$ 135.00	6	$ 810.00
Cost per foot of 6" column pipe replacement – blasted and coated (6 mil min thickness coating)	$ 65.00	60'	$ 3,900.00
Cut and Rethread Column Pipe (one side of pipe)	$ 150.00	10	$ 1,500.00
Cost for new level transducer w/250'cable	$ 2,600.00	1	$ 2,600.00
Chemical costs (Amounts as required & specified)	$ 565.00	1	$ 565.00
Sandblast/Re-coat inside & outside of column pipe 6 mil min thickness coating	$ 46.00	120'	$ 5,520.00
Televise well	$ 1,600.00	2	$ 3,200.00
Cost per hour for brushing, surging, sand bailing	$ 385.00	10 hrs.	$ 3,850.00
Install motor/pumping equipment	$ 12,292.00	1	$ 12,292.00
Test pumping	$ 2,700.00	1	$ 2,700.00

SCHEDULE OF PRICES (CONT'D.)

Total Bid Price:	$ 57,642.00--

TOTAL CONTRACT PRICE:

Fifty-seven thousand six hundred forty-two Dollars and no/100--- Cents
(in writing) (in writing)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

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

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

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

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: September 17, 2024

Item: Transferee Assumption Agreement, First Amendment to the Redevelopment Agreement, and Vacation of City interests in City Lands for Water's Edge Mixed-Use Development

Petitioner: Heartland Real Estate Partners, LLC, developer

Staff Recommendation: Adopt (i) a resolution approving the Transferee Assumption Agreement, (ii) a resolution authorizing the City Manager to execute the First Amendment to the Redevelopment Agreement with Heartland Real Estate Partners, LLC, and (iii) two ordinances approving the vacation of City interests in City Lands for the Water's Edge Mixed-Use Development within the Water's Edge Redevelopment Project Area TIF District.

Staff Contact: Kathryn Cowlin, Director of Community Development
Victor Filippini, Special Legal Counsel

Background:

At the August 15, 2023 City Council meeting a redevelopment agreement (RDA) was approved for the Water's Edge Mixed-Use Development. Following the approval of the redevelopment agreement and the Phase I Final Planned Unit Development approval, Heartland Real Estate Partners, LLC (Developer) began construction on the development.

Request:

The Developer is requesting City approval of a transferee assumption agreement to reflect the entities of the Developer that are undertaking the ultimate development of Water's Edge. In addition, to address certain requirements of the Developer's lender, certain amendments to the RDA are being requested. Finally, as part of the City's transfer of the "City Lands" under the RDA and to address concerns from their lender and title company, Developer has requested that the City formally vacate City interests in City Land. The following key points are being addressed in the transferee assumption agreement, the RDA amendment, and vacation ordinances.

KEY POINTS

- None of the proposed language diminishes the City's rights under the RDA and/or the ability to enforce the RDA requirements.
- The proposed amendment to the RDA addresses several matters to minimize external impediments to, and to acknowledge some effects of external impediments already encountered by, the Water's Edge redevelopment:
    - The RDA includes Milestone dates that are included to ensure timeliness of the overall development. Due to the complexity of the transfer of ownership and rights from the previous shopping center, there was a lag in the Developer purchasing the property. Therefore, the milestone dates have shifted.
    - The RDA includes provisions for land transferring from the City to the Developer (the "City Lands") and vice versa. The City Lands comprise a strip of land along the east of the development area, and a portion of the existing stormwater basin has also been transferred to the Developer. The Developer will be transferring the public park area to the City after the park has been constructed. The RDA included reverter clauses for the City Lands to protect the City if the development did not proceed. Given the status of the development and the security on hand, the protections of the reverter clause are no longer needed, and the proposed amendment will clarify this point.
    - Several clarifications to the RDA have been requested to provide comfort to the Developer's lender. These clarifications would allow the lender to "step in the shoes of" the Developer as security for its loan for the project. In such event, the lender would still be subject to all the terms and conditions of the RDA. Please note that, although the attorneys for the City and lender have been working on language to satisfy the lender, the City has not received final concurrence from the lender. If additional adjustments to the RDA language is required, those can be presented for consideration at a future time.
    - Several other changes are included in the RDA amendment to help the City and Developer address more nimbly technical requests of lenders and any future external impediments to the development. These changes allow the Village to cooperate with Developer in addressing certain potential problems, but any costs associated with the City's cooperation will be reimbursed by the Developer. Again, these changes do not change any of the substantive requirements of the RDA.
- A Transferee Assumption Agreement is required at this time to clarify that the formal entities undertaking development responsibilities for Developer under the RDA are the Water's Edge Residential LLC and Water's Edge Commercial LLC (which are also the legal owners of the land within the development area).
- The vacation ordinances are required to release any public interests of the City to the City Lands conveyed as part of the original RDA. Although these ordinances may be in the nature of "belts and suspenders," they will satisfy concerns of the title company and lender.

Please note that there are no proposed changes to the terms of the redevelopment agreement regarding financial assistance or the redevelopment plans. The documents for the proposed transferee assumption agreement, RDA amendment, and vacation ordinances have been reviewed and approved by Special Legal Counsel Victor Filippini.

Votes Required to Pass:

1. Consider a resolution approving the Transferee Assumption Agreement (requiring a simple majority vote);
2. Consider a resolution approving the First Amendment to the RDA [requiring a two-thirds vote (five "ayes") of the Council); and
3. Consider two ordinances vacation City interests in the City Lands (per Section 4.B of the Amended RDA) [requiring a three-fourths vote (six "ayes") of the Council].

4865-9573-9363, v. 4

RESOLUTION APPROVING TRANSFEREE ASSUMPTION AGREEMENT (WATER'S EDGE)

WHEREAS, the City of Crystal Lake (the "***City***") and Heartland Real Estate Partners, LLC ("***Heartland***") entered into that certain "Controlling Redevelopment Agreement" for the Water's Edge Redevelopment Project dated September 28, 2023 (the "***Agreement***"); and

WHEREAS, for purposes of pursuing the development activities for the Water's Edge Redevelopment Project, Heartland has established two affiliated entities, Water's Edge Residential LLC and Water's Edge Commercial LLC (the "***Transferees***"); and

WHEREAS, pursuant to Section 15.B of the Agreement, the Transferees can assume the rights, duties, and obligations of Heartland under the Agreement, and Heartland can be relieved of such rights, duties, and obligations, upon the approval and execution of a transferee assumption agreement in the form attached hereto as **Exhibit A** (the "***Transferee Assumption Agreement***"); and

WHEREAS, the City Council of the City has determined that, consistent with the provisions of the Agreement, it is appropriate and in the best interests of the City and its residents to approve the Transferee Assumption Agreement as hereinafter set forth;

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

BE IT FURTHER RESOLVED that the City Council hereby approves the Transferee Assumption Agreement, and the City Council further authorizes the City Manager to execute the Transferee Assumption Agreement on behalf of the City upon receipt of a fully executed version of such agreement from Heartland and the Transferees.

DATED this 17th day of September, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
DEPUTY CITY CLERK

PASSED: September 17, 2024
APPROVED: September 17, 2024

Draft

EXHIBIT A

Transferee Assumption Agreement

4862-1794-3012, v. 1

Draft

Transferee Assumption Agreement

THIS TRANSFEREE ASSUMPTION AGREEMENT, is made as of this _____ day of _____ 2024, by, between, and among Heartland Real Estate Partners, LLC, an Illinois limited liability company (the "Developer"), Water's Edge Residential LLC, an Illinois limited liability company (the "Transferee-Residential"), Water's Edge Commercial LLC, an Illinois limited liability company (the "Transferee-Commercial") and CITY OF CRYSTAL LAKE, an Illinois municipal corporation (the "City").

W I T N E S E T H:

WHEREAS, Developer is the master developer of that certain property situated in McHenry County, Illinois described on **Exhibit 1** attached hereto and commonly known as the proposed Water's Edge Subdivision (the "Subject Property"); and

WHEREAS, the Subject Property consists of: (i) a to be developed residential portion as further described on **Exhibit 2** attached hereto (the "Subject Property-Residential"); and (ii) a to be developed commercial portion as further described on **Exhibit 3** attached hereto (the "Subject Property-Commercial"); and

WHEREAS, Transferee-Residential and Transferee-Commercial are affiliates of Developer; and

WHEREAS, (i) the Subject Property-Residential shall be conveyed to Transferee-Residential; and (ii) the Subject Property-Commercial shall be conveyed to Transferee-Commercial; and

WHEREAS, following the conveyance of the Subject Property-Residential, the Transferee-Residential will be the legal owner of the Subject Property-Residential; and

WHEREAS, following the conveyance of the Subject Property-Commercial, Transferee-Commercial will be the legal owner of the Subject Property-Commercial; and

WHEREAS, the Subject Property was granted approvals of planned development special uses, final subdivision plat and development plan approval by the City, pursuant to that certain Ordinance No. _____ dated _____, and the Developer has entered into a Controlling Redevelopment Agreement (Water's Edge Redevelopment Project) with the City dated September 3, 2023 (collectively, the "City Approval"); and

WHEREAS, as a condition of the City Approval, no transfer or assignment of Developer's obligations under the City Approval shall be valid unless approved by the City, and the City has determined that no such approval shall be granted unless the applicable transferee expressly agrees to comply with all the terms, requirements and obligations set forth in the City Approval; and

NOW, THEREFORE, in consideration of the agreement of the conveyance of (i) the Subject Property-Residential to the Transferee-Residential and (ii) the Subject Property-Commercial to the Transferee-Commercial and of the City to accept the transfer of rights and obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby

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agreed by, between and among the City, the Developer, the Transferee-Residential and the Transferee-Commercial as follows:

1. Recitals. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. Assumption of Obligations.

(a) The Transferee-Residential, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Developer with respect to the Subject Property, as set forth in the City Approval, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, the Transferee-Residential; provided, however, that Transferee-Residential shall not be responsible for the undertakings of Transferee-Commercial as set forth in Section 2(b) of this Agreement.

(b) The Transferee-Commercial, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Developer with respect to the Subject Property-Commercial, as set forth in the City Approval, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, the Transferee-Commercial.

3. Acknowledgment and Release of Transferor.

The City hereby acknowledges its agreement to the assignment by the Developer of its rights under and pursuant to the City Approval as such pertain to the Subject Property, including all exhibits and attachments thereto to the Transferee-Residential and to the Transferee-Commercial as set forth in Section 2 of this Agreement, as well as their respective assumptions of the obligation to comply with the terms, requirements, and obligations of the Developer in the City Approval as such pertain to the Subject Property, including all exhibits and attachments thereto, and the City hereby releases the Developer from any liability for failure to comply with the terms, requirements, and obligations of the City Approval as such pertain to the Subject Property at any time after the date of this Agreement.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

THE CITY OF CRYSTAL LAKE

ATTEST: By:_____
City Manager

_____
City Clerk

DEVELOPER:

HEARTLAND REAL ESTATE PARTNERS, LLC

By: _____
Name: Timothy P. Grogan
Its: Authorized Signatory

TRANSFEREE-RESIDENTIAL:

WATER'S EDGE RESIDENTIAL LLC

By: _____
Name: Timothy P. Grogan
Its: Authorized Signatory

TRANSFEREE-COMMERCIAL:

WATER'S EDGE COMMERCIAL LLC

By: _____
Name: Timothy P. Grogan
Its: Authorized Signatory

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EXHIBIT 1

LEGAL DESCRIPTION: SUBJECT PROPERTY

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EXHIBIT 2

LEGAL DESCRIPTION: SUBJECT PROPERTY-RESIDENTIAL

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EXHIBIT 3

LEGAL DESCRIPTION: SUBJECT PROPERTY-COMMERCIAL

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RESOLUTION APPROVING FIRST AMENDMENT TO WATER'S EDGE REDEVELOPMENT AGREEMENT

WHEREAS, the City of Crystal Lake (the "***City***") and Heartland Real Estate Partners, LLC ("***Heartland***") entered into that certain "Controlling Redevelopment Agreement" for the Water's Edge Redevelopment Project dated September 28, 2023 (the "***Agreement***"); and

WHEREAS, Water's Edge Residential LLC and Water's Edge Commercial LLC (the "***Developer***") have entered into a transferee assumption agreement with the City and Heartland whereby Developer agreed to undertake the development activities for the Water's Edge Redevelopment Project and to assume all rights, duties, and obligations under the Agreement; and

WHEREAS, in connection with Developer's efforts to perform the development activities for the Water's Edge Redevelopment Project and to secure financing therefor, Developer and the City have negotiated a First Amendment to the Agreement in the form attached hereto as **Exhibit A** (the "***First RDA Amendment***"); and

WHEREAS, the City Council of the City has determined that, consistent with the provisions of the Agreement and Developer's efforts to undertake the development activities for the Water's Edge Redevelopment Project consistent with the Agreement, it is appropriate and in the best interests of the City and its residents to approve the First RDA Amendment as hereinafter set forth;

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

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BE IT FURTHER RESOLVED that the City Council hereby approves the First RDA Amendment, and the City Council further authorizes the City Manager to execute the First RDA Amendment on behalf of the City upon receipt of a fully executed version of such First RDA Amendment from Developer.

DATED this 17th day of September, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
DEPUTY CITY CLERK

PASSED: September 17, 2024
APPROVED: September 17, 2024

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Execution Version

FIRST AMENDMENT TO CONTROLLING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CRYSTAL LAKE AND HEARTLAND REAL ESTATE PARTNERS, LLC (WATER'S EDGE REDEVELOPMENT PROJECT)

This **FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT** ("***First Amendment***") is dated as of the _____ day of _____, 2024, by and among the **CITY OF CRYSTAL LAKE**, an Illinois home rule municipal corporation ("***City***"), **WATER'S EDGE RESIDENTIAL LLC,** an Illinois limited liability company (the "***Residential Developer***"), and **WATER'S EDGE COMMERCIAL LLC,** an Illinois limited liability company (the **"*Commercial Developer***")(collectively, the Residential Developer and the Commercial Developer shall hereinafter be referred to as the "***Developer***"). The City and Developer are hereinafter collectively referred to as the "***Parties***" and individually as a "***Party***" as the context may require.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this First Amendment, the Parties agree as follows:

SECTION 1. RECITALS.[1]

a. The City and Heartland Real Estate Partners, LLC, an affiliated entity of Developer, entered into that certain "Controlling Redevelopment Agreement" for the Water's Edge Redevelopment Project dated September 28, 2023 (the "***Agreement***").

b. Following the execution of the Agreement, the Residential Developer acquired the Residential Parcel from the Owner, and Commercial Developer acquired the Commercial Parcel from the Owner.

c. The Residential Developer and Commercial Developer are coordinating efforts to implement the requirements of the Agreement and the Final PUD Phase I Ordinance on the Property (the "***Phase I Redevelopment***").

d. In undertaking such activities, the Developer has encountered technical complications in securing financing approvals for the Phase I Redevelopment.

e. The City Council of the City has determined that amending the Agreement in the manner set forth in this First Amendment will align with the Redevelopment Plan for the TIF District, advance the Developer's efforts in completing the Phase I Redevelopment, and be in the best interests of the City and its residents.

SECTION 2. AMENDMENT TO AGREEMENT SECTION 4. Section 4 of the Agreement, entitled "Conveyance of City Property," is hereby amended in its entirety, so that said Section 4 shall hereafter be and read as follows:

SECTION 4. CONVEYANCE OF CITY PROPERTY.

[1] Capitalized terms in this First Amendment that are not otherwise defined in this First Amendment shall have the meanings ascribed to such terms in the Agreement.

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A. Prior to the Closing, Developer shall deliver to the City detailed plats of survey of the real property that it seeks to acquire from the City in order to complete the required Public and Private Improvements for the redevelopment of the Property (the "***Survey***"). Subject to (a) final review and approval of the Survey by the City Manager and the City Engineer, and (b) the Final PUD Phase I Ordinance taking full force and effect, the City shall thereafter convey the real property depicted and described on the Survey (the "***City Land***") to the Developer immediately following the Closing for the amount of ten dollars ($10.00) pursuant to a mutually acceptable quitclaim deed that includes: (i) Developer's agreement to indemnify the City from and against any claims relating to or arising from the City Land arising on or after the date of conveyance, including any claims of environmental contamination; and (ii) a reverter clause to reconvey the City Land to the City in the event that:

1. the Developer does not complete the Public Improvements on the Property within five (5) years after the Effective Date, and

2. a determination by the City that the Performance Security (as may be supplemented by the Developer) is inadequate to allow the City to cause the Public Improvements to be completed, provided that

3. the City shall have delivered written notice to the Developer of the conditions set forth in Sections 4(ii)A and 4(ii)B (the "***Reverter Notice***"), and

4. Developer has failed either to complete the Public Improvements on the Property or to supplement the Performance Security in an amount sufficient to allow the City to cause the Public Improvements to be completed within 30 days after delivery of the Reverter Notice.

Developer shall pay (or reimburse the City for) any and all costs related to the conveyance of the City Land.

Following the recordation of the quitclaim deed from the City to Developer for the City Land, the City Manager and City Clerk (or Deputy City Clerk) are hereby authorized and directed to execute and deliver to Developer for recording a release of the reverter clause in such quitclaim deeds (the "*Reverter Release*"), which Reverter Release shall be in form and substance acceptable to the City, Developer, and any applicable Mortgagee Party (as defined in Section 15 below). The Developer shall cause the Reverter Releases to be recorded in the Officer of the McHenry County Recorder of Deeds. Developer represents that execution and recording of the Reverter Release is a condition precedent to Developer obtaining financing for the Phase I Redevelopment.

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B. In addition to conveying the City Land as provided in Section 4.A, the City agrees to adopt such ordinance or ordinances as may be necessary or convenient to vacate and release any easements, rights-of-way or other encumbrances on the City Land.

C. If requested by the Developer, upon a determination that it is necessary or convenient for purposes of ensuring the implementation of the redevelopment of the Property pursuant to this Agreement and the Final PUD Ordinance(s) [including the eliminating title encumbrances affecting the City Land] to acquire property interests from other property owners (the "*Property Interests*"), the City agrees to purchase or acquire such Property Interests from the relevant owners thereof by negotiation or, if necessary, by eminent domain; provided, however, that Developer shall reimburse the City for any and all costs and expenses [including without limitation purchase prices, awards, judgments, engineering and surveying costs, other out-of-pocket costs and charges, and all reasonable attorneys' fees] incurred by the City therefor.

SECTION 3. AMENDMENT TO AGREEMENT SECTION 15. Section 15 of the Agreement, entitled "Nature, Survival, and Transfer of Obligations," is hereby amended in its entirety, so that said Section 15 shall hereafter be and read as follows:

SECTION 15. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Transfer Limitations and Conditions.** Developer agrees not sell or transfer its legal or beneficial interest in all or any portion of the Property, other than the sale of individual Residential Units or a transfer to a Developer Affiliate, prior to completion of all Infrastructure; except ~~that~~:

1. Developer may sell or transfer a portion of the Property to an end-user of such portion of the Property, subject to approval of such sale by resolution approved by the City Council;

2. for any collateral assignment, mortgage, security agreement, assignment, or other loan document expressly permitted in this Section 15; or

3. as a result of a "Foreclosure" (as defined in this Section 15).

A violation of this Section 15.A shall not cause any such sale or transfer of the Property (or portion thereof) to be void, but, if the Developer transacts any sale or transfer in violation of this Section 15.A, the Developer shall forfeit its right to receive any reimbursement for Redevelopment Expenses pursuant to Section 12 of this Agreement. Nothing in this provision shall prevent the Developer from conveying a lien, assignment, pledge, security interest, or other financial interest in either the Commercial Parcel or the Residential Parcel to an institutional investor, joint venturer, or Mortgagee Party (as hereinafter defined) that is

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providing financing and/or capital for or on behalf of Developer or a Developer Affiliate, so long as either:

4. the Developer (or a Developer Affiliate) retains control of the Development Work for the Infrastructure and the Residential Parcel;

5. such institutional investor or joint venturer undertakes the Development Work in accordance with this Agreement using a qualified contractor (as reasonably approved by the City Manager);

6. a receiver for a Mortgagee Party undertakes (or contracts for) the Development Work in accordance with this Agreement using a qualified contractor (as reasonably approved by the City Manager); or

7. such Mortgagee Party, following consummation of a Foreclosure, undertakes (or contracts for) the Development Work in accordance with this Agreement using a qualified contractor (as reasonably approved by the City Manager).

In addition, any such institutional investor, joint venturer, or Mortgagee Party shall have the right to undertake such curative actions with respect to the Development Work or other Developer obligations under this Agreement, subject to and in accordance with the terms and provisions of this Agreement (including any agreement in place between the City and such institutional investor, joint venturer, or Mortgagee Party).

B. Binding Obligations. All obligations assumed by any Developer under this Agreement shall be binding upon the Developer, Developer Affiliates, and their successors, and assigns, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Property, provided, however, that no such successors, assigns, or successor owners shall be entitled to receive any reimbursement for Redevelopment Expenses unless the Developer gives notice to the City that a Developer Note, or the right to receive a Developer Note in accordance with the terms of this Agreement, has been assigned. To assure that all such successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Developer shall:

1. Deposit with the City Clerk, contemporaneously with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement (or a memorandum of agreement in a form mutually acceptable to the City and Developer) with the McHenry County Recorder of Deeds; and

2. Notify the City in writing when the Developer transfers a legal or beneficial interest in any portion of the Property, other than (a) the sale of an individual Residential Unit, to any other party (including a Developer Affiliate), (b) a lien, assignment, pledge, security interest, or other interest in favor of a

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Mortgagee Party, and (c) as a result of any Foreclosure; and

3. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property, other than (a) the sale of an individual Residential Unit, to any other party (including a Developer Affiliate), (b) a lien, assignment, pledge, security interest, or other interest in favor of a Mortgagee Party, and (c) as a result of any Foreclosure; and

4. Require, prior to the transfer of all or any portion of the Property other than (a) the sale of an individual Residential Unit, or any legal or equitable interest therein to any other party (including a Developer Affiliate), (b) a lien, assignment, pledge, security interest, or other interest in favor of a Mortgagee Party, and (c) as a result of any Foreclosure, the transferee of said portion of the Property to execute an enforceable written agreement, in substantially the form attached as Exhibit H to this Agreement, agreeing to be bound by the provisions of this Agreement ("***Transferee Assumption Agreement***"), and to provide the City, upon request, with such reasonable assurance of the financial ability of such transferee to meet those obligations as the City may require.

The City agrees that upon a successor or assignee becoming bound to the obligations created in the manner provided in this Agreement and providing the financial assurances required herein, the liability of the Developer shall be released to the extent of the transferee's assumption of such liability. The failure to provide the City with a fully executed copy of a Transferee Assumption Agreement and, if requested by the City, with the transferee's proposed assurances of financial capability before completing any such transfer shall result in the Developer remaining fully liable for all applicable obligations under this Agreement until such items are provided to the reasonable satisfaction of the City, but shall not relieve the transferee of its liability for all such obligations as a successor to the Developer.

C. Limitation of Owner Obligations and Rights. Except as otherwise expressly set forth in this Agreement, the rights and obligations of all owners of portions of the Property under this Agreement shall be limited to those rights and obligations directly related to or arising out of the portion of the Property owned by such owners. Notwithstanding anything to the contrary set forth in this Agreement, issuance of the Residential Infrastructure Note is not contingent upon satisfaction of any of the Development Milestones (including, without limitation, the 1st Amendment to Development Milestones).

D. Exempt Assignments. This Section does not prohibit, nor require the City's consent to, the collateral assignment of this Agreement or a Developer Note to a construction lender or a permanent lender of ~~a~~ Developer or a Mortgagee Party, if required thereby. If any Mortgagee Party or institutional investor shall succeed to the Developer's interest in the Property pursuant to Foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest in this

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Agreement, the City hereby agrees to attorn to and recognize such party as the successor in interest to such Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of such Developer hereunder and under the Final PUD Ordinance. If any Mortgagee Party does not expressly accept an assignment of a Developer's interest hereunder, then such party shall be entitled to no rights and benefits under this Agreement. If any such Mortgagee Party or institutional investor requests the City to acknowledge and or consent to such collateral assignment or pledge in a written collateral assignment, pledge, or similar agreement, the Corporate Authorities will authorize the execution of same after review and approval by the City Attorney, which review, approval, and execution will not be unreasonably withheld, conditioned, or delayed.

For the avoidance of doubt, and consistent with the terms of this Agreement:

1. Subject to the terms of this Agreement, Developer shall have the right to collaterally assign its rights, obligations, and interests under the Developer Notes, this Agreement and any related instruments to any Mortgagee Party.

2. Developer's granting of any mortgage, pledge, security agreement, assignment or any other loan documents to a Mortgagee Party, and any transfer of title to the Property pursuant to a Foreclosure, shall not itself constitute a violation of any provision of this Agreement. In connection with or following a Foreclosure, (i) the City shall not be required to further consent to or approve any proposed assignment and assumption by any Mortgagee Party of Developer's rights, obligations, and interests under this Agreement, any of the Developer Notes, or related instruments.

3. Nothing in Section 15 or any other provision of this Agreement shall limit or otherwise apply to Developer granting a mortgage against any portion of the Property, the sale or other transfer of any portion of the Property or any Foreclosure, irrespective of whether the Developer has completed the Infrastructure or other obligations of Developer under this Agreement, but any rights so obtained by a Mortgagee Party shall be subject to the terms and conditions of this Agreement.

E. Additional Definition. For purposes of this Agreement, the terms shall have the meanings ascribed to them, to-wit:

1. "Foreclosure" shall mean and include a foreclosure of a mortgage right by judicial action or any acquisition of the Property pursuant to a deed in lieu of foreclosure.

2. "Mortgagee Party" shall mean a person who hold a first mortgage lien against all or any portion of the Property, as well as (i) such person's successors and/or assigns, (ii) any receiver appointed at the request of

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such person and (iii) any transferee who acquires ownership of any portion of the Property from such person or from such receiver.

SECTION 4. AMENDMENT TO AGREEMENT SECTION 22.A. The second paragraph of Subsection 22.A of the Agreement, entitled "Notice," is hereby amended in its entirety, so that said second paragraph of Subsection 22.A shall hereafter be and read as follows:

Notices and communications to City shall be addressed to, and delivered at, the following address:

City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014
Attention: Eric Helm, City Manager
Email: ehelm@crystallake.org

With copies to:

Kathryn Cowlin
Director of Community Development
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014
Email: kcowlin@crystallake.org

and

Victor P. Filippini, Jr.
Filippini Law Firm
One Rotary Center
1560 Sherman Avenue, Suite 220
Evanston, Illinois 60201
Email: victor.filippini@filippinilawfirm.com

Notices and communications to Developer shall be addressed to, and delivered at, the following address:

Peter Wall
Petaque & Wall
1535 N Elston Ave
Chicago, IL 60642
pwall@hrep.com

With a copy to:

Timothy Grogan
Heartland Real Estate Partners, LLC

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1535 N Elston Ave
Chicago, IL, 60642
tgrogan@hrep.com

and a copy to:

Mr. John Green
c/o Lynwood Development Corporation
8120 Gage Lane
Cary, IL 60013
john@ johngreenldc.com

and a copy to:

Associated Bank, National Association
525 W. Monroe Street, 24th Floor
Chicago IL 60661
Attn: Alec Bliss
Alec.bliss@associatedbank.com

And a copy to:

Miller, Canfield, Paddock and Stone, P.L.C.
227 W. Monroe Street, Suite 3600
Chicago IL 60606
Attn: Joseph C. Huntzicker, Esq.
huntzicker@millercanfield.com

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SECTION 5. AMENDMENT TO AGREEMENT SECTION 22.Q. Subsection 22.q of the Agreement, entitled "Estoppel Certificates," is hereby amended in its entirety, so that said Subsection 22.Q shall hereafter be and read as follows:

> **Q. Estoppel Certificates.** Each of the Parties hereto agrees to provide (and the City and Developer each authorize its attorney to provide) the other, upon not less than ten (10) business days prior request, a certificate ("***Estoppel Certificate***") certifying that this Agreement is in full force and effect (unless such is not the case in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision, or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. In addition, the Parties each agree to deliver to such other Party or Parties additional certifications, consents, confirmations, or similar documentation as may be consistent with the terms and conditions of this Agreement, including as may be reasonably required for Developer's financing of the Phase I

Redevelopment [including, without limitation, a consent, estoppel and agreement in favor of a Mortgagee Party in connection with Developer execution of a collateral assignment of Developer Notes and redevelopment documents]. The City Manager (in consultation with the City Attorney) is hereby authorized to execute such Estoppel Certificates, certifications, consents, confirmations, or similar documentation on behalf of the City.

SECTION 6. AMENDMENT AND REPLACEMENT OF AGREEMENT EXHIBIT E. Exhibit E of the Agreement, entitled "Development Milestones," is hereby replaced and superseded with Exhibit E attached to this First Amendment (the "***1st Amendment to Development Milestones***"), which 1st Amendment to Development Milestones shall hereafter be in full force and effect as the "Development Milestones" for all purposes of the Agreement as hereby amended.

SECTION 7. EFFECTIVE DATE; CONTINUED EFFECT OF AGREEMENT. This First Amendment shall be in full force and effect as of the date first written above. Except as otherwise expressly provided in this First Amendment, the Agreement shall remain in full force and effect.

SECTION 8. RECORDATION OF FIRST AMENDMENT. To assure that all successors, assigns, and successor owners have notice of this First Amendment and the obligations created by it, the Parties agree that the City shall record a certified copy of First Amendment with the McHenry County Recorder of Deeds.

[SIGNATURES ON FOLLOWING PAGES]

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SIGNATURE PAGE TO FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, each party hereto has caused this First Amendment to be duly executed to be effective as of the day and year first above written.

THE CITY OF CRYSTAL LAKE,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that _____, as _____ of **THE CITY OF CRYSTAL LAKE**, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____, 2024.

SEAL

_____
Notary Public

My Commission expires:

Date: _____, 2024

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SIGNATURE PAGE TO FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, each party hereto has caused this First Amendment to be duly executed to be effective as of the day and year first above written.

WATER'S EDGE RESIDENTIAL LLC
an Illinois limited liability company

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that _____, as _____ of **WATER'S EDGE RESIDENTIAL LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____, 2024.

SEAL

_____
Notary Public

My Commission expires:

Date: _____, 2024

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SIGNATURE PAGE TO FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, each party hereto has caused this First Amendment to be duly executed to be effective as of the day and year first above written.

WATER'S EDGE COMMERCIAL LLC
an Illinois limited liability company

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that _____, as _____ of **WATER'S EDGE COMMERCIAL LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____, 2024.

SEAL

_____
Notary Public

My Commission expires:

Date: _____, 2024

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EXHIBIT E

1st Amendment to Development Milestones

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1st Amendment to Development Milestones

Category	**Contract Date/Comments** Executed Contract/ Lease to Be Provided to City by… (Projected)	**Start Date** Construction Start Date (Projected)	**Completion Date** Construction Completion/Certificate of Occupancy (Required, unless extended per the Agreement)
Developer submits final engineering plans for Infrastructure-related work and residential final engineering plans		9.1.23	Complete
Public infrastructure, specifically water mains are installed along Water's Edge Boulevard and functional. Abandonment of existing water main feeding Three Oaks Recreation Area then permitted.	Existing water main feeding Three Oaks Recreation Area cannot be removed until new main is functional.	4.30.24	12.31.24
Final PUD Approval and permit issuance	60 days following submittal of final engineering documents to the City		11.1.23 Complete
Developer acquires all of the Water's Edge Property (residential and commercial)		12.31.23	~~12.31.23~~ Complete July 2024
Transfer of City owned property to Developer	Subsequent to or simultaneous with Developer closing on properties	12.31.23	~~12.31.23~~ September 2024
Infrastructure construction commencement		12.31.23 Underway	
Developer commences residential building construction		5.1.24	~~5.1.26~~ 9.30.24
Developer commences bi-weekly meetings with City staff for status of commercial leasing		10.1.23 Underway	
Developer delivers executed letter of	4.1.24* Fall 2025*		

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intent, sale contract or lease to City for restaurant on Lot 3.	Subject to demo of existing building		
Developer or Lot 3 Purchaser commences restaurant building construction Corner restaurant		12.31.24* Spring 2025*	12.31.25* 12.31.2026*
Developer completes Commercial "pad ready" on Lots 2, 3 & 4		5.1.24*	5.31.25*
Developer or Lot 2 Purchaser delivers executed letter of intent, sale or lease agreement for first restaurant in building on Lot 2. Multi-tenant	12.31.23* Subject to demo of existing building 12.31.24*		
Developer or Lot 2 Purchaser commences commercial building construction		~~6.30.24~~* 10.1.24*	~~5.31.25*~~ 09/2025*
Developer or Lot 4 Purchaser delivers executed letter of intent, sale or lease agreement for building on Lot 4.	~~12.31.23*~~ Spring 2026* Subject to demo of existing building		
Developer or Lot 4 Purchaser commences commercial building construction		~~6.30.25~~ 06.30.2026	~~5.31.26~~ 12.31.26 temporary occupancies (landscaping and other items to be completed in spring 2027)
Developer or Lot 5 Purchaser delivers executed letter(s) of intent, sale or lease agreement for buildings on Lot 5.	~~1.1.25~~ 6.1.25		
Developer or Lot 5 Purchaser commences commercial building construction		12.1.25	12.1.26
Outlot D ("Art Park") is completed and turned over to the City for acceptance		~~8.1.24~~ December 2024	8.1.25
Overlook area is constructed		~~8.1.24~~ December 2024	8.1.25

*Subject to Developer's resolution of issue with existing lease on a portion of the Phase One Commercial Area.

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

This space reserved for Recorder's use only.

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CITY OF CRYSTAL LAKE

ORDINANCE NO. 2024-_____

AN ORDINANCE VACATING CERTAIN PUBLIC RIGHTS-OF-WAY AND EASEMENTS

Published in pamphlet for on _____, 2024.

CITY OF CRYSTAL LAKE

ORDINANCE NO. 2024-_____

AN ORDINANCE VACATING CERTAIN PUBLIC RIGHTS-OF-WAY AND EASEMENTS

WHEREAS, the City of Crystal Lake (the "***City***") possesses certain public easements or rights-of-way existing entirely within the corporate boundaries of the City and legally described in Exhibit A (the "***Vacated Properties***") and depicted on Exhibit B ("***Plat of Vacation***"); and

WHEREAS, pursuant to Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, the City Council is authorized to vacate a public easement or right-of-way or any part thereof, in order to serve the public interest; and

WHEREAS, the City Council has determined that the public interest will be served by vacating the public's right-of-way and easement interests in the Vacated Properties, subject to the terms and conditions of this Ordinance; and

WHEREAS, the City Council has further determined that, upon the effective date of such vacation, the Vacated Properties shall be incorporated into and made a part of the property located immediately to the west of the Vacated Properties and thereafter incorporated into the Water's Edge Subdivision within the City;

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

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

SECTION TWO: **Partial Vacation.** Subject to the conditions set forth in, and except for those rights reserved by, Section Three of this Ordinance, the City Council hereby vacates and quit claims such interests in and rights that the City may have to the Vacated Properties, as depicted on the Plat of Vacation, so that all such interests and rights therein shall be incorporated into and made a part of the Water's Edge Subdivision located westerly of the Vacated Properties ("***Abutting Property***") and title shall vest in the owner of the Abutting Property.

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SECTION THREE. Conditions of Approval. To the extent that any water, sewer, electric, natural gas, cable television, and/or telephone utilities are extant on the Vacated Properties as of the date of this Ordinance (the "***Pre-Existing Facilities***"), in accordance with Section 11-91-1 of the Illinois Municipal Code, the City does hereby reserve to the owner(s) of the Pre-Existing Facilities the right to survey, construct, operate, use, maintain, own, test, inspect, repair, renew, alter, remove, replace, or abandon in place such Pre-Existing Facilities; provided that such reserved rights shall be vacated with respect to any particular Pre-Existing Facility (and without any further action of the City) upon any release, removal, or abandonment of such Pre-Existing Facility by the owner thereof.

SECTION FOUR. Effective Date. This Ordinance shall be in full force and effect from and after its passage by three-fourths of the Council Members of the City Council then holding office, and its approval, posting, and publication in pamphlet form in the manner provided by law. Upon this Ordinance having full force and effect, the City Clerk shall cause this Ordinance to be recorded in the Office of the McHenry County, Illinois Recorder of Deeds.

PASSED this ____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Draft

Exhibit A

Legal Description of Property

Parcel First:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 43, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY NORTHEASTERLY CORNER OF LOT 3 IN THE FINAL PLAT OF RESUBDIVISION OF LOT ONE IN CRYSTAL COURT SUBDIVISION RECORDED JUNE 15, 2011 AS DOCUMENT NUMBER 2011R0024670; THENCE SOUTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 22.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 12.66 FEET, A CHORD BEARING NORTH 75 DEGREES 41 MINUTES 48 SECONDS EAST, AND A CHORD DISTANCE OF 12.53 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 03 DEGREES 19 MINUTES 01 SECONDS EAST, A DISTANCE OF 564.84 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 186.72 FEET, A CHORD BEARING SOUTH 16 DEGREES 29 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 183.02 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 14.39 FEET TO THE EAST LINE OF LOT 3 IN CRYSTAL COURT SUBDIVISION RECORDED MAY 25, 1989 AS DOCUMENT NO. 89R016170 AND RE-RECORDED AUGUST 3, 1989 AS DOCUMENT NO. 89R24953, SAID LINE ALSO BEING THE WEST LINE OF THE SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 29 MINUTES 07 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 747.99 FEET TO THE POINT OF BEGINNING.

Three Oaks Road, Crystal Lake, IL 60014
Northwest Highway, Crystal Lake, IL 60014
P.I.N.s 19-09-300-023; 19-09-200-036

Parcel Second:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 43, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 IN CRYSTAL COURT SUBDIVISION RECORDED MAY 25, 1989 AS DOCUMENT NO. 89R016170 AND RE-RECORDED AUGUST 3, 1989 AS DOCUMENT NO. 89R24953; THENCE NORTH 00 DEGREES 29 MINUTES 07 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 251.40 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 86.03 FEET, A CHORD BEARING SOUTH 39 DEGREES 01 MINUTES 12 SECONDS EAST, AND A CHORD DISTANCE OF 85.66 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHERLY, ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF

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92.00 FEET, AN ARC DISTANCE OF 39.15 FEET, A CHORD BEARING SOUTH 17 DEGREES 42 MINUTES 00 SECONDS EAST, AND A CHORD DISTANCE OF 38.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 30 MINUTES 27 SECONDS EAST, A DISTANCE OF 47.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 95.00 FEET, AN ARC DISTANCE OF 123.26 FEET, A CHORD BEARING SOUTH 31 DEGREES 39 MINUTES 41 SECONDS WEST, AND A CHORD DISTANCE OF 114.79 FEET TO A POINT OF TANGENCY; THENCE SOUTH 68 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 8.47 FEET TO THE POINT OF BEGINNING.

Three Oaks Road, Crystal Lake, IL 60014
P.I.N. 19-09-300-023

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Exhibit B

Plat of Vacation

4854-0123-3635, v. 2

Draft

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

This space reserved for Recorder's use only.

Draft

CITY OF CRYSTAL LAKE

ORDINANCE NO. 2024-_____

AN ORDINANCE VACATING CERTAIN PUBLIC EASEMENTS WITHIN THE FARMSTEAD SUBDIVISION

Published in pamphlet for on _____, 2024.

CITY OF CRYSTAL LAKE

ORDINANCE NO. 2024-_____

AN ORDINANCE VACATING CERTAIN PUBLIC EASEMENTS WITHIN THE FARMSTEAD SUBDIVISION

WHEREAS, Lot 9 in the Farmstead Subdivision within the City of Crystal Lake (the "***City***") is currently encumbered with a water detention area and permanent construction easement (the "***Lot 9 Easements***"); and

WHEREAS, the City has approved a development adjacent to Lot 9 ("***Water's Edge***") that includes additional stormwater detention that complements and exceeds the needs for detention in the Farmstead Subdivision; and

WHEREAS, the City has determined that its interests in the Lot 9 Easements as they affect the northeasterly corner of Lot 9 in the Farmstead Subdivision as legally described in Exhibit A (the "***Property***") are no longer necessary to serve the public interest; and

WHEREAS, pursuant to Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, the City Council is authorized to vacate a public easement or right-of-way or any part thereof, in order to serve the public interest; and

WHEREAS, the City Council of the City has determined that the public interest will be served by vacating the Lot 9 Easements to the extent they are located on the Property, subject to the terms and conditions of this Ordinance;

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

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

SECTION TWO: Vacation of Lot 9 Easements. Subject to the conditions set forth in, and except for those rights reserved by, Section Three of this Ordinance, the City Council hereby vacates and releases such interests in and rights that the City may have to the Lot 9 Easements on the Property, so that all such interests and rights therein to the Lot 9 Easements on the Property are hereby vacated and released with respect to the Property.

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SECTION THREE. Conditions of Approval. The vacation of the Lot 9 Easements on the Property shall be subject to and conditioned upon the following:

A. Reservation of Easements. To the extent that any water, sewer, electric, natural gas, cable television, and/or telephone utilities are extant on the Property as of the date of this Ordinance, any of the Lot 9 Easements pertaining thereto shall remain in full force and effect. In addition, in accordance with Section 11-91-1 of the Illinois Municipal Code, the City does hereby reserve to itself perpetual easements for emergency public access to and upon the Property.

B. Prior to the recordation of this Ordinance in accordance with Section Three hereof, the City Manager shall cause to be prepared and attached as Exhibit B to this Ordinance a plat depicting the Property and the vacation of the Lot 9 Easements as provided in this Ordinance.

SECTION FOUR. Effective Date. This Ordinance shall be in full force and effect from and after its passage by three-fourths of the Council Members of the City Council then holding office, and its approval, posting, and publication in pamphlet form in the manner provided by law. Upon this Ordinance having full force and effect, the City Clerk shall cause this Ordinance to be recorded in the Office of the McHenry County, Illinois Recorder of Deeds.

PASSED this ____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Draft

Exhibit A

Legal Description of Property

THAT PART OF LOT 9 IN FARMSTEAD SUBDIVISION RECORDED APRIL 14, 1978 AS DOCUMENT NUMBER 730083 AND PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 43, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 5 IN CRYSTAL COURT SUBDIVISION RECORDED MAY 25, 1989 AS DOCUMENT NUMBER 89R016170 AND RE-RECORDED AUGUST 3, 1989 AS DOCUMENT NUMBER 89R24953; THENCE NORTH 00 DEGREES 12 MINUTES 28 SECONDS WEST, ALONG A WEST LINE OF SAID LOT 5, A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 54 DEGREES 45 MINUTES 37 SECONDS WEST, A DISTANCE OF 168.91 FEET TO A POINT ON THE SOUTH LINE OF LAND DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 1986R0946822; THENCE NORTH 34 DEGREES 42 MINUTES 29 SECONDS WEST, A DISTANCE OF 31.59 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 5; THENCE SOUTH 89 DEGREES 28 MINUTES 28 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 156.40 FEET TO AFORESAID WEST LINE OF LOT 5; THENCE SOUTH 00 DEGREES 12 MINUTES 28 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING.

Draft

Liberty Road, Crystal Lake, IL 60014
Being part of P.I.N.s 19-09-104-003; 19-09-104-017

Exhibit B

Plat of Vacation

[To be attached]

4861-4229-9873, v. 3

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