CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
October 1, 2024
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – September 17, 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 - Kids In Need of McHenry County, October 19, 2024**
10. **Board and Commission Appointments - Youth Commission**
11. **751 E. Terra Cotta Avenue, Sunrise Assisted Living – Final PUD Amendment with Variations to allow a third freestanding sign**
12. **4504 E. Terra Cotta Avenue - Final Planned Unit Development for a self-storage facility**
13. **Bid Award – Well 19 Well House**
14. **Approval of a Jurisdictional Transfer Agreement with Algonquin Township for a portion of Three Oaks Road**
15. **Approval of Agreement with AT&T for cable relocation**
16. **Drainage Easement and Temporary Construction Easement for the Three Oaks Recreation Area Water Level Control Project**
17. **Proposal Award - Security Guard Services at the Three Oaks Recreation Area**
18. **Bid Award – Three Oaks Recreation Area Entrance Project**

19. Board and Commission Appointment – Sustainability Committee

20. Second Amendment to the Redevelopment Agreement for Water's Edge Mixed-Use Development

21. Council Inquiries and Requests

22. 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

23. Reconvene to Regular Session

24. Adjourn

If special assistance is needed in order to participate in a City of Crystal Lake public meeting, please contact Melanie Gray, 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: October 1, 2024

Item: Class 20 Temporary Liquor License Request - Kids In Need of McHenry County, October 19, 2024

Staff Recommendation: Motion to approve issuance of a Class 20 Temporary Liquor License to Kids In Need of McHenry County

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
The City received a request from Kids In Need of 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 Saturday, October 19, 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 Saturday, October 19, 2024 and must be picked up by Monday, October 21, 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.

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 Dawn Bremer for Kids In Need McHenry
(Must be not-for-profit organization)
Address PO Box 183 McHenry IL 60050 Phone Number 815-310 5437

2. Location where beer in packages only will be sold:
Holiday INN Crystal lake 800 S. Route 31 Crystal lake

3. Dates of the event (**not to exceed three (3) days**): 10/19/24

4. Hours of operation: 5pm - 11pm

5. Describe the type of crowd and traffic control licensee will utilize. this is a privat Charity gala.

6. Describe plan for refuse pickup. Holiday Inn will clear up this is for Raffle wine baskets

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.
Dawn Bremer, 214 Veretta Ct McHenry IL 60050
Alicia Wehby 1530 Crabtree Lane, Crystal lake 60014

8. **Please attach the following to your application:**
   - ☑ **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
   - ☑ **Proof of liquor liability insurance**
   - ☑ **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer 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 of President — Date 9/6/24

Signature of Secretary — Date 9/6/24

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 06

day of September, 2024.

OFFICIAL SEAL
LORENE LUCINDA GENTZEL
Notary Public, State of Illinois
Commission No. 994719
My Commission Expires August 05, 2028

Notary Public

Holiday Inn
AN IHG HOTEL
Chicago NW | Crystal Lake

July 23 2024

City Manager's Office
Attn: Raffle License
100 W. Municipal Complex
Crystal Lake, IL 66014

RE: Raffle License Application

Greetings,

On October 19 2024 the Kids in Need McHenry County will host their 2024 Gala at the Holiday Inn, Crystal Lake.

We are aware that Kids in Need McHenry County will conduct different raffles with alcohol and the Holiday Inn will not receive any proceeds from these raffles.

Sincerely,

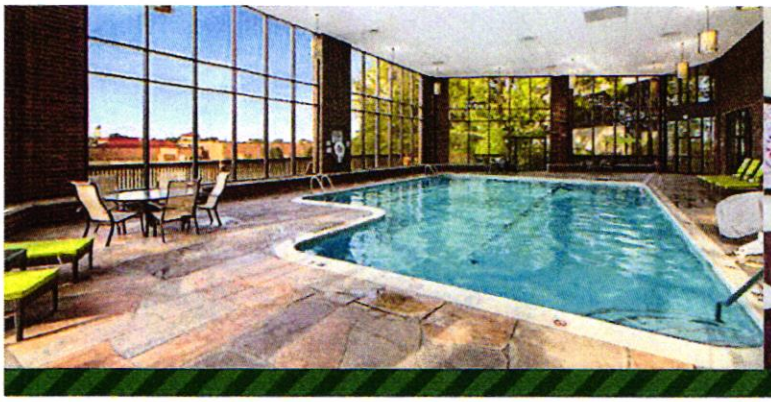
Sara Voegeli
Senior Catering Manager
Holiday Inn Crystal Lake

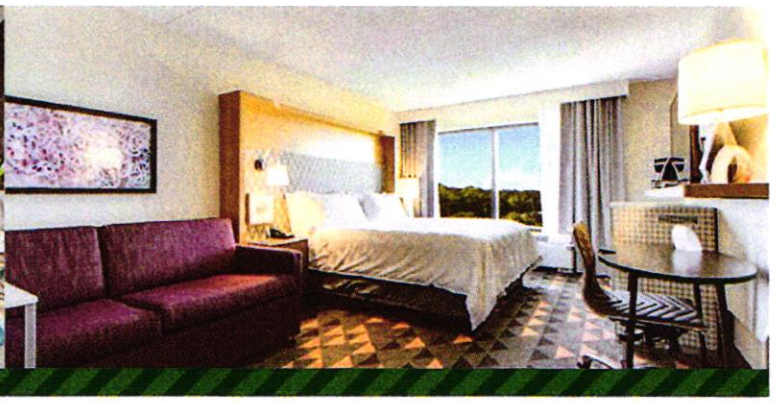
To Mayor Haleblian and City Council Members,

We would like to request approval of the issuance of a Class "20" Temporary Liquor License for our Storybook gala on October 19, 2024 at the Holiday Inn in Crystal Lake. The address of our event is 800 S Illinois Rte 31, Crystal Lake, IL 60014.

We appreciate your consideration of our request.

Alicia Wehby
Executive Director
Kids In Need of McHenry County
4410 IL-176 #7
Crystal Lake, IL 60014





Hotel Features

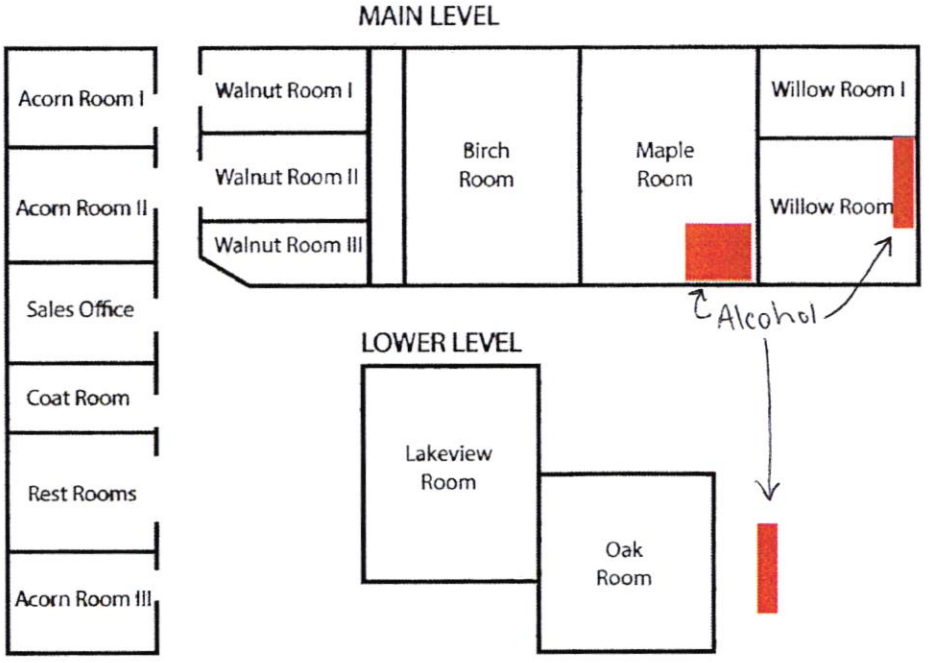
- Three Oaks Lodge Restaurant & Lounge
- Resort-Like Indoor Pool
- Complimentary Wi-fi
- Free Ample Parking
- Hertz Rental Car Onsite
- Guest Laundry Facilities
- Business Center
- Fitness Center
- Room Service

Meeting Services

- 20,000 sq. ft. function space
- Events up to 1,200 guests
- 11,200 sq. ft. Ballroom
- 21 Meeting Rooms
- 14 foot Ceilings
- Complete Banquet & Catering Services Onsite
- State-of-the-Art AV Equipment
- Experienced Sales & Catering Staff
- 2 Executive Boardrooms
- Meeting Rooms with Natural Light
- Storage & Coat Rooms

Guest Room Information

197 Guest Rooms | **6** Floors | **139** Double Bed Rooms | **44** King Rooms
14 Suites | ADA Compliant Rooms



Facility	Size	Ceiling	Theater	Classroom	Banquet	Reception	U-Shape	Conference	Boardroom
Elara Ballroom	70x160	14'	1200	600	780	1000	-	-	-
Walnut Rooms	**35x70**	**14'**	**150**	**125**	**130**	**225**	-	-	-
Walnut I	23x35	14'	50	35	40	60	30	25	-
Walnut II	**23x35**	**14'**	**50**	**35**	**40**	**60**	**30**	**25**	-
Walnut III	23x35	14'	50	35	40	60	30	25	-
Birch Room	**39x70**	**14'**	**225**	**150**	**180**	**225**	**50**	-	-
Maple Room	39x70	14'	225	150	180	225	50	-	-
Willow Rooms	**39x70**	**14'**	**225**	**150**	**180**	**225**	**50**	-	-
Willow I	24x39	14'	70	30	40	60	25	25	-
Willow II	**47x39**	**14'**	**125**	**75**	**60**	**120**	**40**	**40**	-
Acorn I	24x26	14'	50	25	40	50	20	15	-
Acorn II	**24x26**	**14'**	**50**	**25**	**40**	**50**	**20**	**15**	-
Acorn III	24x26	14'	50	25	40	50	20	15	-
Algonquin	**16x28**	**8'**	-	-	-	-	-	-	**10**
Crystal Lake	16x28	8'	-	-	-	-	-	-	10
Elara Foyer	**18x160**	**12'**	-	-	**200**	**295**	-	-	-
Lakeview	28x24	10'	50	30	40	50	20	15	-
Oak	**23x23**	**10'**	**35**	**18**	-	-	**15**	**24**	-
Sunset Deck	2,275 sq ft	-	-	-	189	228	-	-	-
Lakeview Foyer	**1,150 sq ft**	**10'**	-	-	**96**	**115**	-	-	-
Lakeview Patio	395 sq ft	-	-	-	33	40	-	-	-

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/17/2024

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

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

PRODUCER	CONTACT NAME: David M. Kulawiak	
David M. Kulawiak, Inc an agent of Forest Agency 630 Hull Terrace, 3E Evanston IL 60202	PHONE (A/C, No, Ext): (844) 828-5576 x	FAX (A/C, No): (844) 828-5071x
	E-MAIL ADDRESS: david@davidkconsulting.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ANI-RRG	10023
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kids in Need
of McHenry County
55 E. Crystal Lake Ave.
Crystal Lake IL 60014

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	v COMMERCIAL GENERAL LIABILITY	X		2024-64756	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [v] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			2024-64756	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[v] HIRED AUTOS [v] NON-OWNED AUTOS						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? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors & Officers			2024-64756 DO	6/1/2024	6/1/2025	$1,000,000 Each Wrongful Act	
A	Liquor Liability			2024-64756	6/1/2024	6/1/2025	$1,000,000 Each Wrongful Act	

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

The certificate holder is recognized as additional insured for events related to A Magical Evening to Benefit Kid In Need of McHenry County 10/19/2024

The insured's policy covers full liquor liability under ISO Form CG 00 33 01 96

2

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.

David M Kulawiak

N. All rights reserved.

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: Board and Commission Appointments - Youth Commission

Mayor's Recommendation: Move to approve the nomination of the seven applicants as at-large members of the Youth Commission

Contact: Haig Haleblian, Mayor

Background:

As the City Council is aware, the Youth Commission was adopted at the May 7, 2024 City Council meeting. The Commission will consist of seven (7) voting members, aged 16 to 20 years old, who are residents of the City of Crystal Lake or attend a school in Crystal Lake. The members are subject to the approval by a majority vote of the Mayor and City Council of the City of Crystal Lake.

The following Crystal Lake students have expressed an interest in serving on the Youth Commission. If appointed to the Commission, each member would serve a one-year term expiring on May 31, 2025.

- Charlie Benton
- Leo Camasta
- Andrew Cioper
- Alyssa Johnston
- Jack Lisle
- Sunny Tomberlin
- Lauren Wolfe

The following meeting schedule is proposed for the Youth Commission term. The first meeting is scheduled for Thursday, October 10, 2024.

	Date (Second Thursday of the Month)
Meeting 1	October 10, 2024
Meeting 2	November 14, 2024
Meeting 3	December 12, 2024 (tentative)
Meeting 4	January 9, 2025
Meeting 5	February 13, 2025
Meeting 6	March 13, 2025
Meeting 7	April 10, 2025

Votes Required to Pass: Simple majority

City of Crystal Lake
Youth Commission Application

Applicant Information

Name Charlie Benton

Address: [redacted] (Street) Crystal Lake (City) 60014 (Zip)

Telephone (Home): [redacted] Telephone (Work): _____

e-mail: [redacted]

Please select the option or options below that apply to you.

☒ Crystal Lake Resident. Please provide the number of years living in Crystal Lake: [redacted]

☒ Attending School in Crystal Lake. Please provide the name of the school: Prairie Ridge

Please describe your *training* and *education* that would make you an asset to this Commission.
RYLA Leadership Camp - This camp is an invite only camp to teach the youth about both the importance of leadership and how to be a leader. North Elementary, Hannah Beardsley M.S., Prairie Ridge H.S.

Please describe your *experience* that would make you an asset to this Commission.
Tennis Coach at CLCC, Internship at Donahue and Kililis PC, Public Relation Director of PR Interact Club, Activity Director of PR Environmental Club, Boys Tennis Mgr., Journalist on PR News Team

Please describe why you are interested in serving on this Commission.
I am interested in serving on this commission because I aspire to get a law degree and am extremely interested in government. I would love to be a part of this commission to make this city I love a better place.

Please attach three references and/or teacher recommendation(s).

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: Charlie Benton Date: 9/4/24

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Youth Commission Application

Applicant Information

Name Leo Camasta

Address: [redacted] (Street) crystal lake (City) 6001 4 (Zip)

Telephone (Home): [redacted] Telephone (Work): [redacted]

e-mail: [redacted]

Please select the option or options below that apply to you.

☒ Crystal Lake Resident. Please provide the number of years living in Crystal Lake: [redacted]

☒ Attending School in Crystal Lake. Please provide the name of the school: Crystal lake south

Please describe your *training* and *education* that would make you an asset to this Commission.

I have worked with many people on many projects and I think I would be a great addition because I love helping people

Please describe your *experience* that would make you an asset to this Commission.

I have a lot of experience with public speaking and working in groups.

Please describe why you are interested in serving on this Commission.

I am interested in going the commission because I would love to see my city thrive and I am going into the marine corps next year and would love to apply my knowledge in every way possible

Please attach three references and/or teacher recommendation(s).

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: Leo Camasta Date: 09/07/24

Please submit your completed application via email to Nick Hammonds, Deputy City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Youth Commission Application

Applicant Information

Name Andrew J. Cioper

Address: [redacted] Crystal Lake 60012
(Street) (City) (Zip)

Telephone (Home): [redacted] Telephone (Work): _____

e-mail: [redacted]

Please select the option or options below that apply to you.

☒ Crystal Lake Resident. Please provide the number of years living in Crystal Lake: [redacted]

☒ Attending School in Crystal Lake. Please provide the name of the school: Prairie Ridge High School

Please describe your *training* and *education* that would make you an asset to this Commission.
Rigorous academic curriculum consisting mainly of honors and AP courses with an emphasis on classes involving civics and social science. Additionally, I acquired valuable experience in the inner workings of local government through a job shadowing period with the McHenry County State's Attorney's Office.

Please describe your *experience* that would make you an asset to this Commission.
I am Vice President-elect of my schools chapter of National Honors Society providing me experience in both leadership and collaborative teamwork. I also traveled to Guatemala building houses for the underprivileged with a small group furthering my experience in both teamwork and serving others.

Please describe why you are interested in serving on this Commission.
I have ambitions to one day attend the United States Military Academy at West Point. I see this commission as a method of furthering my knowledge and experience in a leadership role. Furthermore, I have always enjoyed serving others and view this commission as the perfect avenue to give back to my community.

Please attach three references and/or teacher recommendation(s).

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: Andrew Cioper Date: 07/29/24

Please submit your completed application via email to Nick Hammonds, Deputy City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Youth Commission Application

Applicant Information

Name Alyssa (Theo) Johnston

Address: [redacted] (Street) Crystal Lake (City) 60014 (Zip)

Telephone (Home): [redacted] Telephone (Work): [redacted]

e-mail: [redacted]

Please select the option or options below that apply to you.

☑ Crystal Lake Resident. Please provide the number of years living in Crystal Lake: [redacted]

☑ Attending School in Crystal Lake. Please provide the name of the school: Crystal Lake Central

Please describe your *training* and *education* that would make you an asset to this Commission.

I am a high school student at Crystal Lake Central. I am on our Choral Board, which is a group that works to plan events and are leaders in the choir department. Some of my "training" would be the youth group through Big brothers Big Sisters and the Break YEA

Please describe your *experience* that would make you an asset to this Commission.

I am in the YEA program. It is a youth group that talks about how to help students in School, and make sure the youths voices are heard. It is ages middle and high school. By working with them It helps me understand what's going on in the community to find Things I can help with.

Please describe why you are interested in serving on this Commission.

I would love to have my voice heard in my community. I am a leader and love to work with people to make our community a better place. I want to make Crystal Lake include all ages and to work on fixing problems in the community.

Please attach three references and/or teacher recommendation(s). I will send them when I get them

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: Alyssa Johnston Date: September 3 2024

Please submit your completed application via email to Nick Hammonds, Deputy City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Youth Commission Application

Applicant Information

Name Jackson Lisle

Address: [redacted] Lakewood IL 60014
(Street) (City) (Zip)

Telephone (Home): [redacted] Telephone (Work): _____

e-mail: [redacted]

Please select the option or options below that apply to you.

☐ Crystal Lake Resident. Please provide the number of years living in Crystal Lake: _____

☒ Attending School in Crystal Lake. Please provide the name of the school: Crystal Lake Central HS

Please describe your *training* and *education* that would make you an asset to this Commission.

As a student at Crystal Lake Central I have maintained a weighted GPA of 4.7 in mainly honors and AP classes. Through my hard work in school I have improved my work ethic and punctuality which would help me be an effective member of the youth commission. In AP US History I also learned a lot about our government, and I hope to learn more through this opportunity while also helping the community.

Please describe your *experience* that would make you an asset to this Commission.

In the last couple years I have gained a lot of experience in working for the community through 9 school sponsored clubs/sports and two other organizations. Through my involvement in these extracurriculars I have gotten leadership experience (promoting theme days, organizing volunteers for events, encouraging people to get involved in the school) which I think will help me be a valuable member to the commission.

Please describe why you are interested in serving on this Commission.

I am interested in serving on this commission because I want to help our community be the best it can be, and I think I could be a valuable member of the team. Next year I am going to be a leader in Legacy Club (the largest club at Central, focused on building leadership values in athletes), a Freshman Mentor, and a board member in Student Council. Through these positions I think I will have a good perspective to bring to the group.

Please attach three references and/or teacher recommendation(s).

amazzuca@d155.org, lhpinion@gmail.com, tracyw95@hotmail.com

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: Jackson Lisle Date: 7/11/24

Please submit your completed application via email to Nick Hammonds, Deputy City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Youth Commission Application

Applicant Information

Name Sonya Tomberlin

Address: [redacted] Lake In The Hills 60156
(Street) (City) (Zip)

Telephone (Home): none Telephone (Work): [redacted]

e-mail: [redacted]

Please select the option or options below that apply to you.

☐ Crystal Lake Resident. Please provide the number of years living in Crystal Lake: _____

☑ Attending School in Crystal Lake. Please provide the name of the school: Crystal Lake South

Please describe your *training* and *education* that would make you an asset to this Commission.

As a 4.3 GPA senior year student, I am diligent in my studies and intelligent. I have also worked multiple jobs including internships with big companies and the responsibility I gained through these positions gives me a great basis for multiple types of work.

Please describe your *experience* that would make you an asset to this Commission.

I am a dedicated member of my school's student council, this makes me a community leader among my peers. I believe my experience as a leader can help this Commission reach others and make our community better for all of us.

Please describe why you are interested in serving on this Commission.

I have always found it important to participate in making my community a better place and this opportunity could give me the chance to give back all the love and kindness my community has shown me.

Please attach three references and/or teacher recommendation(s).

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: Sonya Tomberlin Date: 09/03/24

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.

City of Crystal Lake
Youth Commission Application

Applicant Information

Name Lauren Wolfe

Address: [redacted] Crystal Lake 60014
(Street) (City) (Zip)

Telephone (Home): [redacted] Telephone (Work): [redacted]

e-mail: [redacted]

Please select the option or options below that apply to you.

[X] Crystal Lake Resident. Please provide the number of years living in Crystal Lake: [redacted]

[X] Attending School in Crystal Lake. Please provide the name of the school: Crystal Lake Central

Please describe your *training* and *education* that would make you an asset to this Commission.

In my high school courses, I have taken mostly AP and honors courses including AP US Government and AP US History. I earned an A+ in both classes and a 4 on both AP exams. I have also taken AP Biology and plan to take AP Chemistry, AP Language and Composition, AP Calculus, Dual Credit Psychology and Dual Credit French this year. I can apply what I have and will learn from these courses as we discuss challenges facing the city and possible solutions. I have had leadership training in the National Honor Society as well as the Mentor program in my high school as well.

Please describe your *experience* that would make you an asset to this Commission.

I am involved in leadership clubs such as NHS, the Mentor Program, Tiger Buddies, and Legacy Club, which have taught me how to lead and serve others. Being involved in these clubs also taught me skills such as collaboration and teamwork, and I would utilize these skills often if I were chosen to be a member of the Youth Commission. I'm also an intern in the kitchen at the Crystal Lake Food Pantry. I cook healthy meals for the Neighbors who come in and I have served hundreds of people in my time at the food pantry. This internship has allowed me the opportunity to serve others challenged with food security but also focus on those that have special dietary restrictions. In the spring of 2023 I was a Junior Coach for the Husmann Elementary Girls on the Run team. I continued this passion of mine this past spring as a Coach and the first intern coordinator of all Junior Coaches in the Northwest Illinois area. I'm very grateful for my time with Girls on the Run as it continued to teach me service and leadership skills. I worked to inspire young girls to become the best version of themselves and be a role model for others in the future.

Please describe why you are interested in serving on this Commission.

I want to collaborate with fellow students to make this community a better place. My family has a legacy of working in the government locally, nationally and internationally and I have been encouraged to understand how government works and also to serve my community. My family has lived in Crystal Lake since 1936 and my Grandfather served on the Zoning Board for many years. I have a strong legacy of caring about Crystal Lake and I am particularly interested in this commission to help bring my generation's perspective into city discussions and also help support our amazing community. In particular I'm interested in community spaces like the downtown area and lake as well as helping to ensure people of all ages and backgrounds feel welcome in our city

Please attach three references and/or teacher recommendation(s).

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: Lauren N. Wolfe Date: August 4, 2024

Please submit your completed application via email to Nick Hammonds, Deputy City Manager, at nhammonds@crystallake.org.

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Final PUD Amendment with Variations to allow a third freestanding sign

Petitioner: Sunrise Assisted Living
751 E. Terra Cotta Avenue

PZC Recommendation: To approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Final PUD Amendment with Variations to allow a third freestanding sign at 751 E. Terra Cotta Avenue.

Staff Contact: Kathryn Cowlin, Director of Community Development
Katie Rivard, Assistant City Planner

Background:

- Request: The petitioner is requesting a Final PUD Amendment with Variations to allow a third freestanding sign.
- Land Use: The Comprehensive Land Use map shows the area as High Density Residential, which is an appropriate land use designation for an assisted living facility.
- Zoning: The site is zoned R-3A PUD Two-Family Residential.

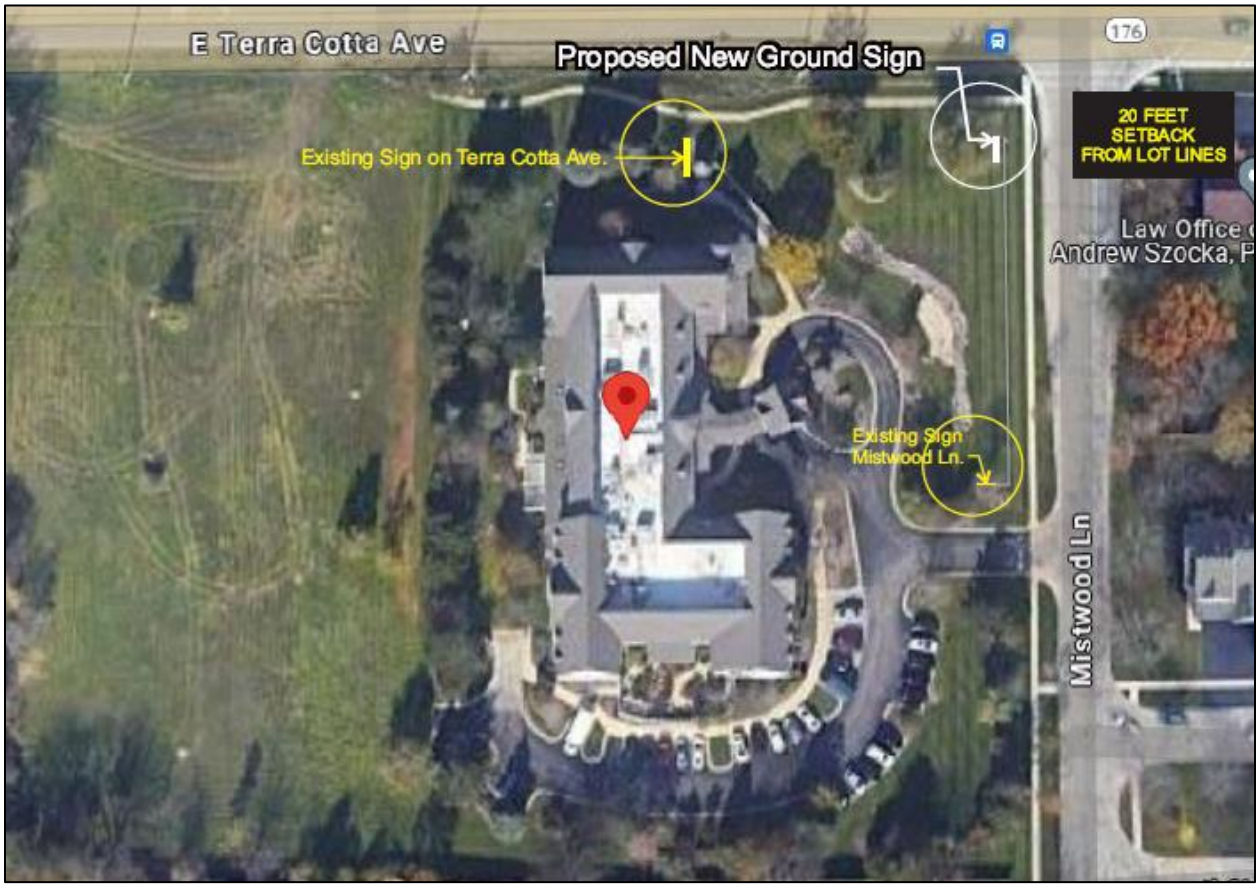
Key Points:

- Sunrise Assisted Living is requesting to install a third freestanding sign at northwest corner of E. Terra Cotta Avenue and Mistwood Lane. They currently have two (2) freestanding signs.

- The proposed sign will be a non-illuminated wood sign with wood posts and engraved oval panel. It will be 4.42 feet in height and 4.66 square feet in sign area. It will have indirect lighting, and it will be setback 20 feet from the lots lines along E. Terra Cotta Avenue and Mistwood Lane.

- The proposed sign will be identical to the entrance/directional sign along Mistwood Lane, which is also 4.42 in height and 4.66 square feet in sign area. The sign on E. Terra Cotta

Avenue is approximately 6.5 feet in height and 34 square feet in sign area. The existing signs have indirect lighting.



- The following variations are requested:
    - Multi-Family Residential is permitted one (1) sign per complex entrance no more than 16 square feet in sign area and four (4) feet in height.
    - The base width of the sign shall be a minimum 80% of the sign width and contain architectural elements from the building.
- All permanent freestanding signs shall have a minimum 50% of small deciduous trees, medium evergreen trees, ornamental trees and deciduous and evergreen shrubs, with the remaining area consisting of annual and perennial flowers and ground cover, planted to accent the trees and shrubs. Large evergreen shrubs shall be a minimum of five feet in height at the time of planting and small evergreen shrubs shall be a minimum of two) feet in height at the time of planting.

PZC Highlights:

- The petitioner indicated the existing sign on E. Terra Cotta Avenue is setback 20 feet from the lot line and there is additional right-of-way that diminishes the visibility of the sign. They

would like to add a third sign, which will be almost identical to the existing entrance sign on Mistwood Lane, for additional exposure.

- The PZC was supportive of the request. They briefly discussed relocating the existing sign on E. Terra Cotta Avenue to the corner instead of a third sign, but the petitioner indicated Sunrise Assisted Living is not interested in moving the existing sign.
- The PZC found that the petition met the Findings of Fact.

The PZC recommended **approval (7-0)** of the petitioners' request with the following conditions:

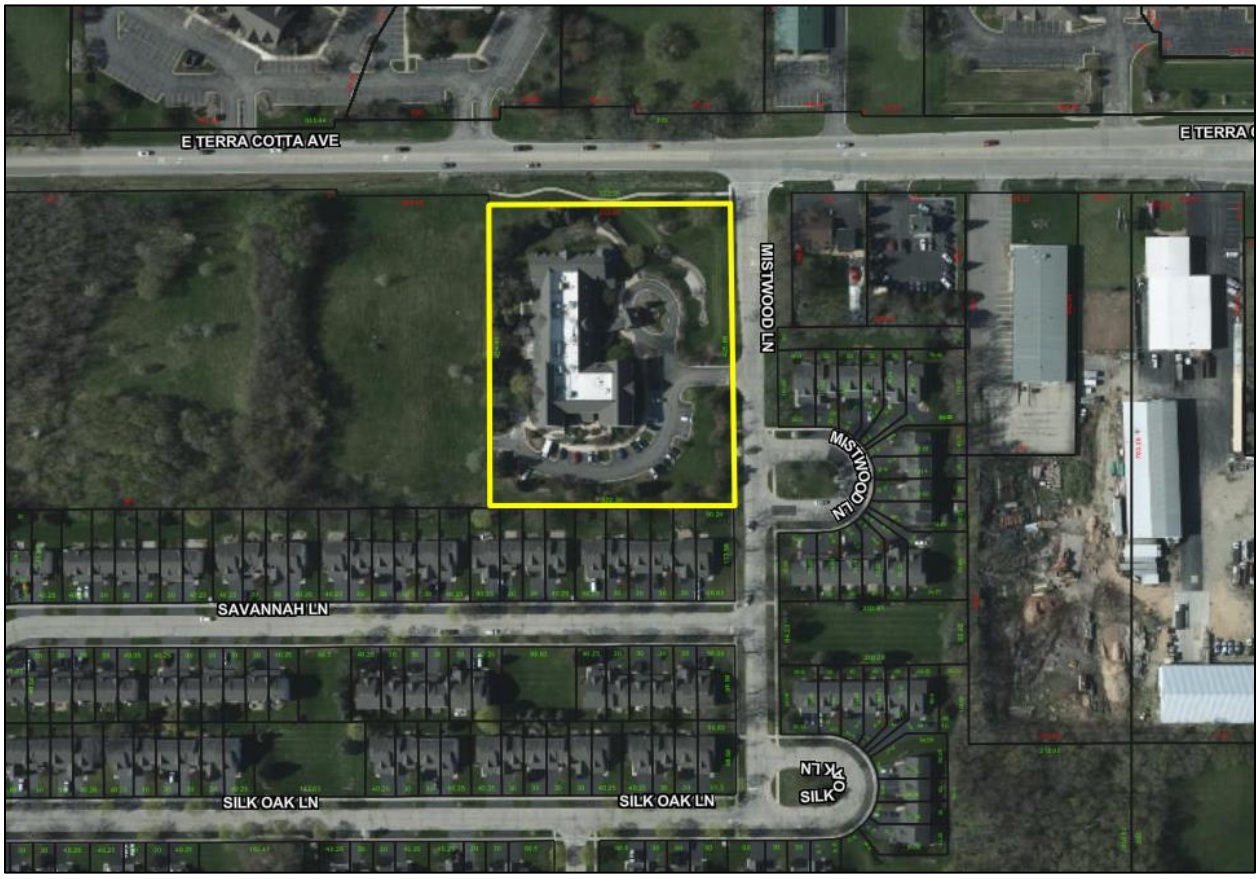
1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Plazola, date signed 07/15/2024, received 08/09/2024)
   B. Application Plans (image360, dated 06/02/2024, received 08/23/2024)

2. Sign landscaping must comply with the requirements of Section 4-400 of the UDO.
   A. Large evergreen shrubs shall be a minimum of five (5) feet in height at the time of planting and small evergreen shrubs shall be a minimum of two (2) feet in height at the time of planting.
   B. Additional plantings around the base of the existing entrance sign on Mistwood Lane must be planted. Plantings must radiate from the base of the sign.

3. The Petitioner shall address all of the review comments and requirements of the Community Development.

Votes Required to Pass: A simple majority.

PIQ Map
751 E. Terra Cotta Avenue, Crystal Lake, IL



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AMENDMENT AND VARIATIONS AT 751 E. TERRA COTTA AVENUE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-154) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Final Planned Unit Development Amendment and Variations to allow a third freestanding sign at 751 E. Terra Cotta Avenue; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on August 31, 2024 in the Northwest Herald, held a public hearing at 7:00 p.m., on September 18, 2024 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development Amendment and Variations; and

WHEREAS, on September 18, 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 Final Planned Unit Development Amendment and Variations to allow a third freestanding sign be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Final Planned Unit Development Amendment and Variations be issued as requested in said Petition.

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

Section I: That a Final Planned Unit Development Amendment and Variations to allow a third freestanding sign at 751 E. Terra Cotta Avenue (14-34-301-047), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
    A. Application (Plazola, date signed 07/15/2024, received 08/09/2024)
    B. Application Plans (image360, dated 06/02/2024, received 08/23/2024)

Draft

2. Sign landscaping must comply with the requirements of Section 4-400 of the UDO.
    A. Large evergreen shrubs shall be a minimum of five (5) feet in height at the time of planting and small evergreen shrubs shall be a minimum of two (2) feet in height at the time of planting.
    B. Additional plantings around the base of the existing entrance sign on Mistwood Lane must be planted. Plantings must radiate from the base of the sign.

3. The Petitioner shall address all of the review comments and requirements of the Community Development.

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

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

DATED at Crystal Lake, Illinois, this 1st day of October, 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: October 1, 2024
Approved: October 1, 2024

Draft

#PLN-2024-154
751 E. Terra Cotta Avenue
Final PUD Amendment for Sunrise Senior Assisted Living
Project Review for Planning and Zoning Commission

Meeting Date:	September 18, 2024
Zoning Requests:	Final PUD Amendment with Variations to allow a third freestanding sign
Location:	751 E. Terra Cotta Avenue
Size:	3 acres
Existing Zoning:	B-2 PUD, General Commercial Planned Unit Development
Surrounding Properties:	North: B-2 PUD General Commercial South: R-3 PUD Multi-Family Residential East: R-3 PUD Multi-Family Residential and B-2 General Commercial West: R-3 PUD Multi-Family Residential
Staff Contact:	Katie Rivard (815.356.3612)

Background:

- Existing Use: The existing use is Sunrise of Crystal Lake Senior Assisted Living facility.
- Development History:
    - In 1999, Sunrise Assisted Living received a Special Use Permit, Rezoning from B-2 General Commercial to R-3A PUD Two-Family Residential, and Final Planned Unit Development with variations. A variation was granted to allow 28 parking spaces instead of the minimum required 131 parking spaces.
    - In 2022, a Final PUD Amendment was granted to allow the addition of eight (8) parking spaces to the existing parking lot, and a PUD variation to remove the existing landscape islands.

Development Analysis:

General:

- Request: The petitioner is requesting a Final PUD Amendment with Variations to allow a third freestanding sign.
- Land Use: The Comprehensive Land Use map shows the area as High Density Residential, which is an appropriate land use designation for an assisted living facility.
- Zoning: The site is zoned R-3A PUD Two-Family Residential.

Request Overview:

- Sunrise Assisted Living is requesting to install a third freestanding sign at northwest corner of E. Terra Cotta Avenue and Mistwood Lane. They currently have two (2) freestanding signs.



- The proposed sign will be a non-illuminated wood sign with wood posts and engraved oval panel. It will be 4.42 feet in height and 4.66 square feet in sign area. It will have indirect lighting, and it will be setback 20 feet from the lots lines along E. Terra Cotta Avenue and Mistwood Lane.

- The proposed sign will be identical to the entrance/directional sign along Mistwood Lane, which is also 4.42 in height and 4.66 square feet in sign area. The sign on E. Terra Cotta Avenue is approximately 6.5 feet in height and 34 square feet in sign area. The existing signs have indirect lighting.

- The following variations are requested:
    - Multi-Family Residential is permitted one (1) sign per complex entrance no more than 16 square feet in sign area and four (4) feet in height.

    - The base width of the sign shall be a minimum 80% of the sign width and contain architectural elements from the building.

- All permanent freestanding signs shall have a minimum 50% of small deciduous trees, medium evergreen trees, ornamental trees and deciduous and evergreen shrubs, with the remaining area consisting of annual and perennial flowers and ground cover, planted to accent the trees and shrubs. Large evergreen shrubs shall be a minimum of five feet in height at the time of planting and small evergreen shrubs shall be a minimum of two) feet in height at the time of planting.

Findings of Fact:

FINAL PLANNED UNIT DEVELOPMENT AMENDMENT
The petitioner is requesting approval of a Final PUD Amendment and Variations to allow a third freestanding sign. 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*

PLANNED UNIT DEVELOPMENT VARIATIONS

The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal.

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

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

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

be reported to the City Council with a recommendation that the variations from the UDO which are proposed as part of the Planned Development be lessened or denied.

The Planned Unit Development proposed by the Petitioner includes the following variations from the UDO:

A) Article 4-1000D. Third freestanding sign for multi-family residences.

B) Article 4-1000D. The base width of the sign shall be a minimum 80% of the sign width and contain architectural elements from the building.

Comprehensive Land Use Plan 2030 Plan Review:

The Comprehensive Plan designates the subject property as High Density Residential, which allows for multi-family housing. The following goal is applicable to this request:

Land Use – Residential

Goal: Encourage a diversity of high quality housing in appropriate locations throughout the city that supports a variety of lifestyles and invigorates community character.

The Comprehensive Plan indicates this can be accomplished with the following supporting action:

Supporting Action: Encourage a diversity of housing types throughout the city, which satisfy wide-range needs for all persons regardless of age, race, religion, national origin, physical ability and economic level for existing and future city residents.

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Plazola, date signed 07/15/2024, received 08/09/2024)
   B. Application Plans (image360, dated 06/02/2024, received 08/23/2024)

2. Sign landscaping must comply with the requirements of Section 4-400 of the UDO.
   A. Large evergreen shrubs shall be a minimum of five (5) feet in height at the time of planting and small evergreen shrubs shall be a minimum of two (2) feet in height at the time of planting.
   B. Additional plantings around the base of the existing entrance sign on Mistwood Lane must be planted. Plantings must radiate from the base of the sign.

3. The Petitioner shall address all of the review comments and requirements of the Community Development.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: 751 E. TERRA COTTA AVE. / SUNRISE SENIOR LIVING

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: RAFAEL PLAZOLA
Address: 506 SUNDOWN RD. SOUTH ELGIN IL. 60177
Phone: 847 571-6135
Fax: _____
E-mail: Rafael@image360se.com

Owner Information (if different)

Name: EDWARD FRANTZ
Address: 751 E. TERRA COTTA CRYSTAL LAKE, IL. 60014
Phone: 703 444-5555
Fax: _____
E-mail: John@allegradulles.com

Property Information

Project Description: (1) NEW Ground Directional sign at the corner of TERRA COTTA AVE. & MISTWOOD LANE Ground sign is made of wood and illuminated with directional lighting. Landscaping lighting.

Project Address/Location: 751 E. TERRA COTTA AVE.

PIN Number(s): _____

Development Team

Please include address, phone, fax and e-mail

Developer: _____

Architect: _____

Attorney: _____

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: SIGN COMPANY: IMAGE 360 506 SUNDOWN RD. SOUTH ELGIN, IL 60177
847 488-0650 Rafael@image360se.com

Signatures

Rafael Plazola Rafael Plazola 7-15-24

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

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

EDUARD FRANTZ 7-15-24

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.

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

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

Owner Information

Name: EDWARD FRANTZ / WELLTOWER PROPCO-GROUP LLC.

Address: 751 E. TERRA COTTA AVE.
CRYSTAL LAKE, IL. 60014

Phone: 703 444-5555

E-mail: John@allegradulles.com

Project Name & Description: 751 E. TERRA COTTA AVE. / SUNRISE SENIOR LIVING
(1) NEW Ground Directional sign at the corner of Terra Cotta Ave. & Mistwood Lane. Ground sign is made of wood with indirect landscape lighting.

Project Address/Location: 751 E. TERRA COTTA AVE.

Signature

DocuSigned by:
Edward Frantz
9D82C53E19CE4BF

Edward Frantz **7-15-24**

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, SEPTEMBER 18, 2024
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

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

Katie Rivard, Assistant 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 SEPTEMBER 4, 2024 PLANNING AND ZONING COMMISSION MEETING

Ms. Teetsov made to approve the minutes from the September 4, 2024 Planning and Zoning Commission meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. Motion passed.

2024-154 – 751 E. TERRA COTTA AVENUE – FINAL PLANNED UNIT DEVELOPMENT AMENDMENT – PUBLIC HEARING

Final Planned Unit Development Amendment with Variations to allow a third freestanding sign.

Mr. Rafael Plazola, Image 360, was present to represent the petition. Mr. Plazola explained Sunrise Assisted Living would like to add a third sign at the corner of E. Terra Cotta Avenue and Mistwood Lane. The existing sign along E. Terra Cotta Avenue is setback 20 feet from the lot line and there is additional right-of-way which diminishes the visibility of the sign. Sunrise would like additional exposure.

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

Ms. Rivard provided a summary of the petitioner's request.

Ms. Repholz stated she is fully in support and appreciates them coming forward.

Mr. Gronow stated the development looks very nice. He questioned the need for a third freestanding sign.

Mr. Plazola passed around photos of the existing street view. He noted there is a lot of vegetation making it hard to see the sign. He stated you can see the gazebo, but not the sign.

Mr. Gronow had no additional questions.

Mr. Skluzacek stated he had no questions and was in favor of the request.

Ms. Teetsov stated it makes sense due to the scale of the property. She is fully in support of the request.

Ms. Mason stated she had no questions and was in support of the request.

Mr. Smith asked about the maintenance of the right-of-way and if cleaning it up would help.

Mr. Greenman suggested removing the existing sign on E. Terra Cotta Avenue and moving it to the corner. Mr. Plazola stated he suggested that to the client, but they did not want to do that. Mr. Greenman thought it made sense to move it to the corner, but was in support of the request.

Mr. Greenman noted this request met the Findings of Fact.

Ms. Teetsov made a motion to approve the Final Planned Unit Development Amendment with Variations to allow a third freestanding sign with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Plazola, date signed 07/15/2024, received 08/09/2024)
   B. Application Plans (image360, dated 06/02/2024, received 08/23/2024)

2. Sign landscaping must comply with the requirements of Section 4-400 of the UDO.
   A. Large evergreen shrubs shall be a minimum of five (5) feet in height at the time of planting and small evergreen shrubs shall be a minimum of two (2) feet in height at the time of planting.
   B. Additional plantings around the base of the existing entrance sign on Mistwood Lane must be planted. Plantings must radiate from the base of the sign.

3. The Petitioner shall address all of the review comments and requirements of the Community Development.

Ms. Mason seconded the motion. On roll call vote Members, Greenman, Gronow, Mason, Repholz, Skluzacek, Smith and Teetsov voted aye. Motion passed.

ADJOURNMENT

Mr. Smith made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:34 p.m.

MOCKUPS AND PRELIMINARY DESIGN IDEAS

Customer Name / Estimate #: E-39815

SUNRISE SENIOR LIVING 751 E. TERRA COTTA AVE.

Date: 6-2-2024 Created by: Rafael Plazola

Additional Description and/or Design Notes:

(1) non-illuminated wood ground sign
Wood post and engraved oval panel
19.5" x 34.5"
Indirect lighting

NOT A FINAL PROOF - This form is intended to get the idea and design process started only. You will be asked to approve a proof before any production will take place.

QUANTITY : 1
DOUBLE SIDED
FILES TO SCALE

COLOR SPECIFICATION

[B] - PAINT
Color: Dark Grey PMS Cool Grey 10c, Satin finish

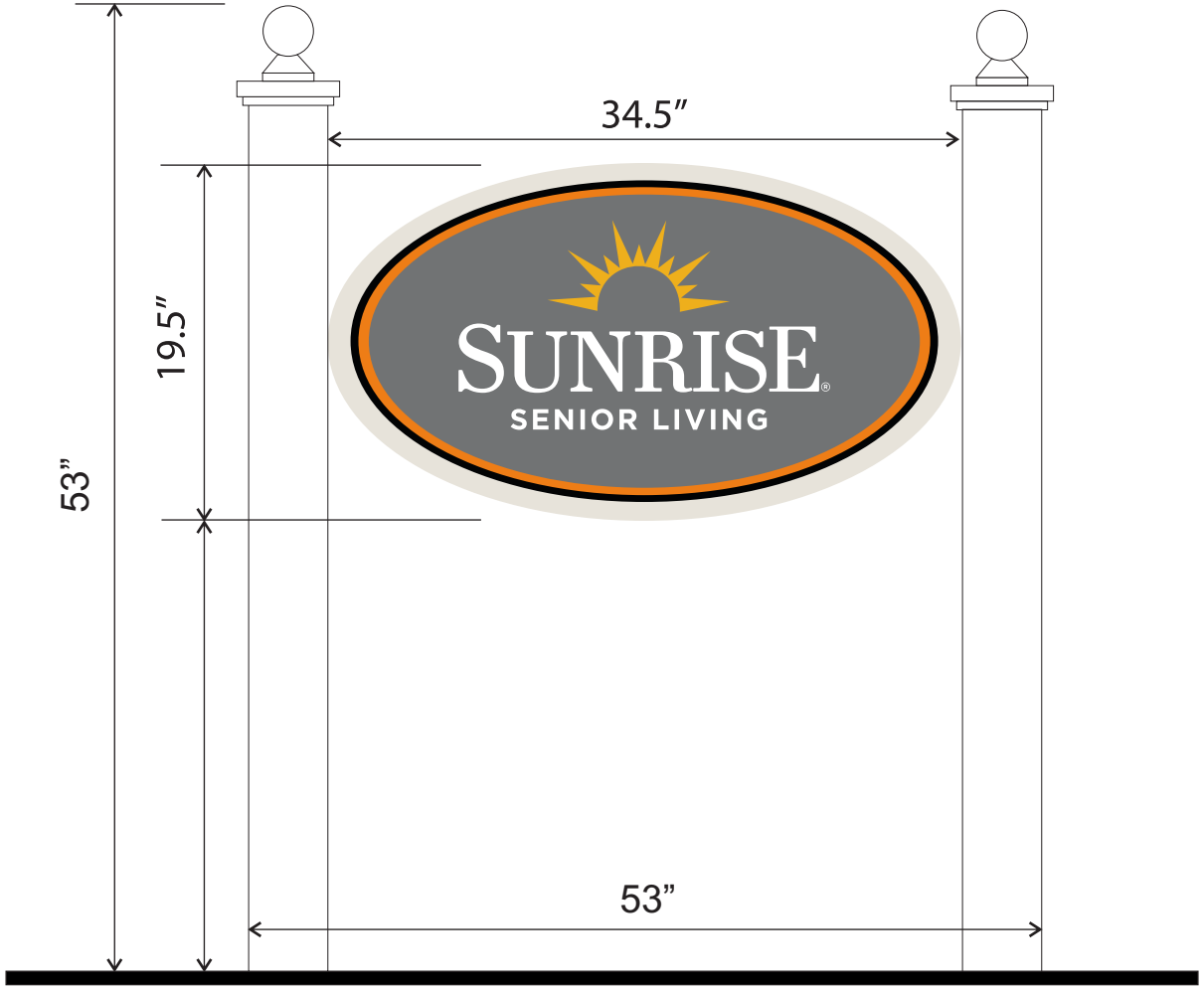
[C] - PAINT
Color: Light Grey PMS Cool Grey 1c, Semi Gloss

[D] - PAINT
Color: Black, Semi Gloss

[E] - PAINT/VINYL
Color: White vinyl or White paint, Semi Gloss

[F] - PAINT
Color: Orange PMS 716c, Semi Gloss

[G] - PAINT
Color: Yellow PMS 130c, Semi Gloss



T. 847.488.0650 | 506 Sundown Road | South Elgin, IL 60177

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MOCKUPS AND PRELIMINARY DESIGN IDEAS

Customer Name / Estimate #: E-39815

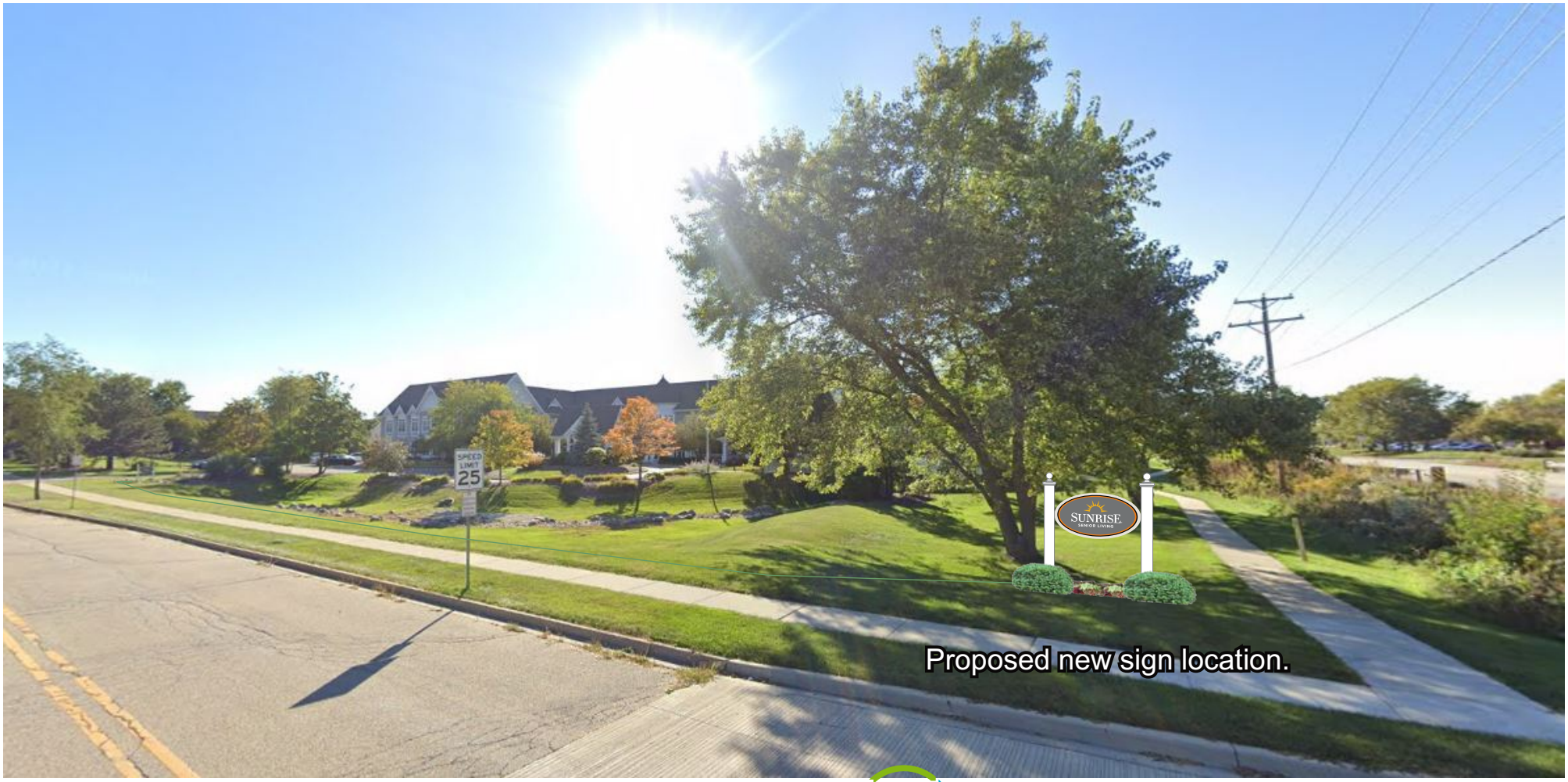
SUNRISE SENIOR LIVING 751 E. TERRA COTTA AVE.

Date: 6-2-2024 Created by: Rafael Plazola

Additional Description and/or Design Notes:

Proposed new sign location.

NOT A FINAL PROOF - This form is intended to get the idea and design process started only. You will be asked to approve a proof before any production will take place.



T. 847.488.0650 | 506 Sundown Road | South Elgin, IL 60177

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MOCKUPS AND PRELIMINARY DESIGN IDEAS

Customer Name / Estimate #: E-39815

SUNRISE SENIOR LIVING 751 E. TERRA COTTA AVE.

Date: 6-2-2024 Created by: Rafael Plazola

Additional Description and/or Design Notes:

Existing non-illuminated ground signs
Wood post and engraved oval panel.
Indirect lighting

NOT A FINAL PROOF - This form is intended to get the idea and design process started only. You will be asked to approve a proof before any production will take place.



Existing Sign on E. Terra Cotta Ave.



Existing Sign on Mistwood Ln.

Both existing ground signs with indirect lighting

T. 847.488.0650 | 506 Sundown Road | South Elgin, IL 60177

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MOCKUPS AND PRELIMINARY DESIGN IDEAS

Customer Name / Estimate #: E-39815

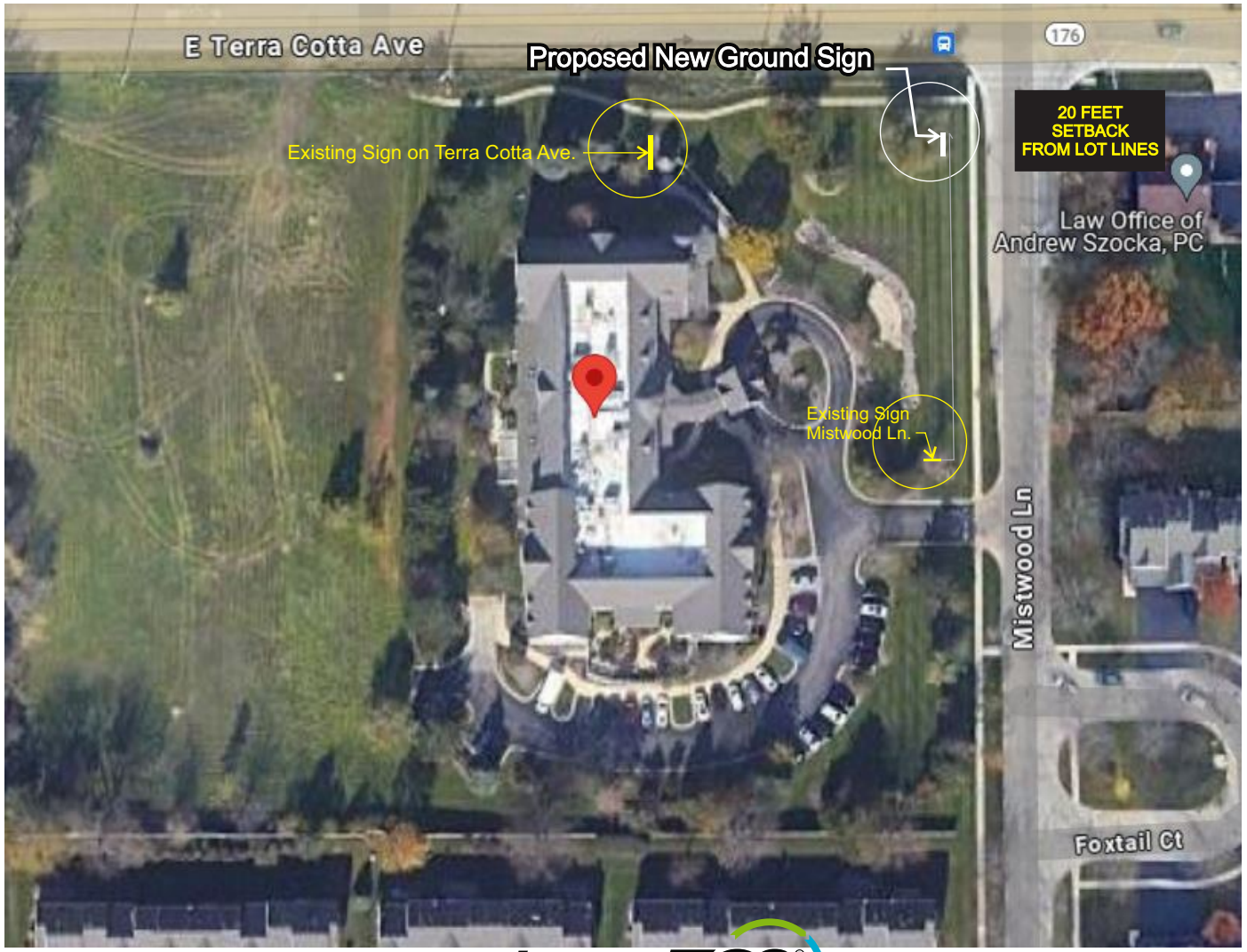
SUNRISE SENIOR LIVING 751 E. TERRA COTTA AVE.

Date: 6-2-2024 Created by: Rafael Plazola

Additional Description and/or Design Notes:

- Aerial View of proposed new sign and existing sign locations
- New Electric run for indirect lighting at new sign

NOT A FINAL PROOF - This form is intended to get the idea and design process started only. You will be asked to approve a proof before any production will take place.



T. 847.488.0650 | 506 Sundown Road | South Elgin, IL 60177

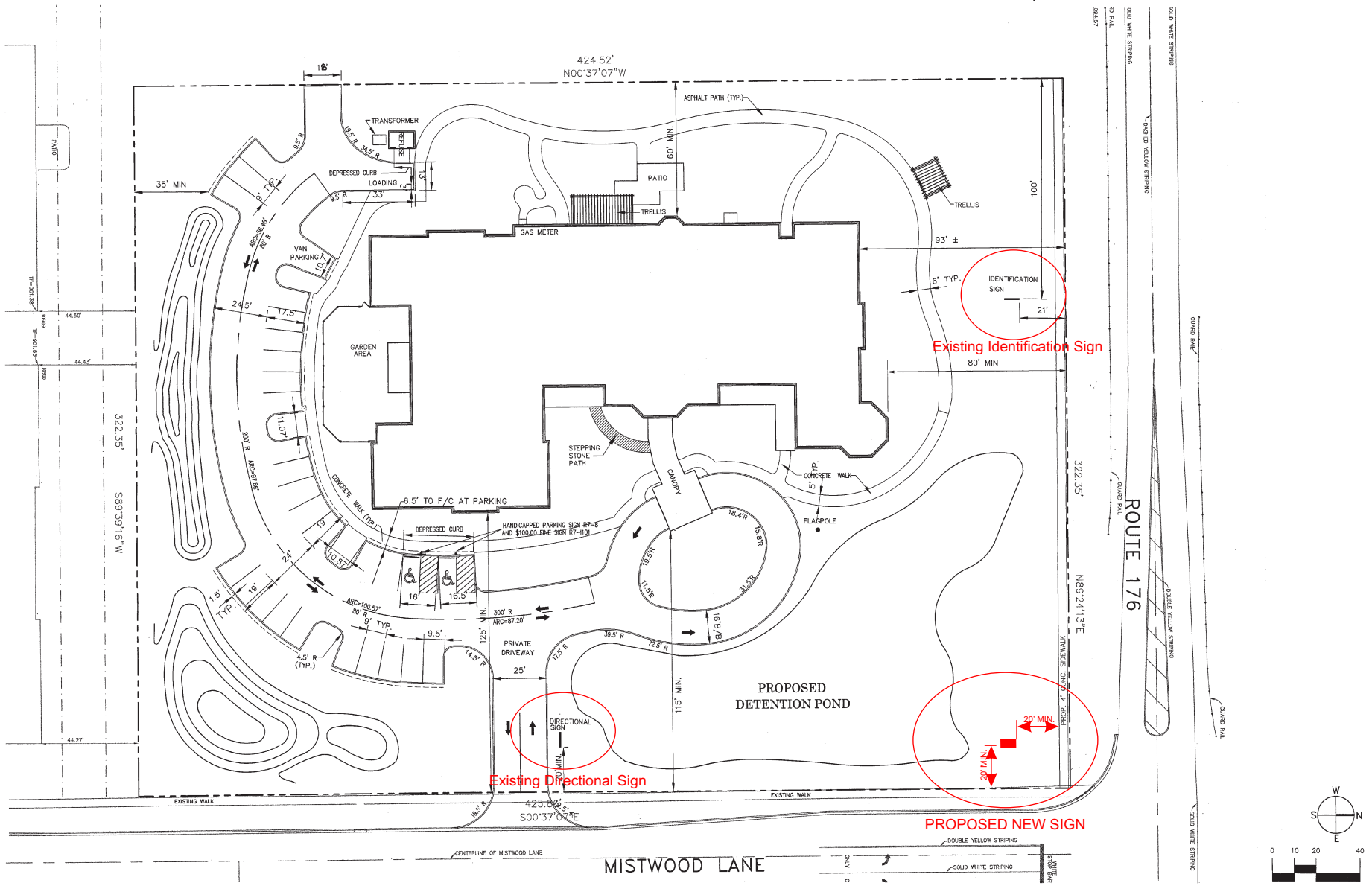
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SITE PLAN

SUNRISE ASSISTED LIVING
CRYSTAL LAKE, ILLINOIS



GROUNDWORK
ARCHITECTS PLANNERS ENGINEERS
GROUNDWORK, LTD.
1051 PERIMETER DRIVE, SUITE 1110
SCHAUMBURG, ILLINOIS 60173
847.413.0300
FAX 847.413.0313

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NO	DATE	BY	REVISION ISSUE
1.	8-12-99	MS	ISSUE TO CITY FOR REVIEW
2.	10-5-99	PJG	ADD 15' WEST
3.	11-5-99	MS	PER CITY COMMENTS
4.	11-15-99	MS	ADD SSET
5.	1-4-00	PJG	PER CITY COMMENTS

THESE PLANS ARE FOR THE FOLLOWING PURPOSED ONLY, AS INDICATED

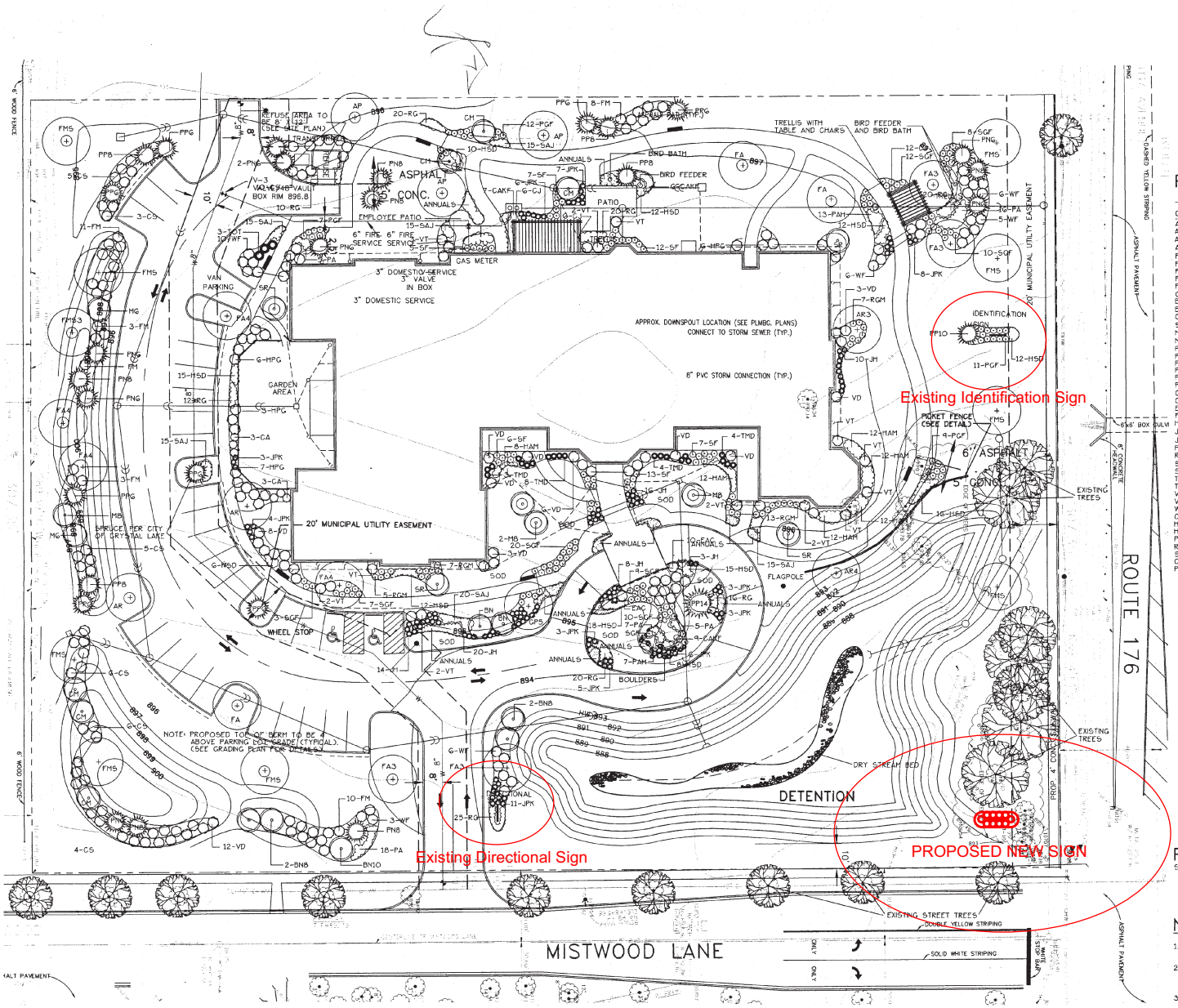
- ☐ REVIEW ONLY
- ☐ PERMIT
- ☐ BIDDING
- ☐ CONSTRUCTION
- ☐ _____

SUNRISE ASSISTED LIVING
CRYSTAL LAKE, ILLINOIS

SUNRISE ASSISTED LIVING
220 WEST HURON STREET
SUITE 500 EAST
CHICAGO, ILLINOIS 60610

DRAWN BY	PJG
APP'D BY	
CHK'D BY	
SCALE	AS SHOWN
DATE	07-30-99
SHEET NO.	C2
FILE NAME	D162SITE D162MOD
JOB NO.	D162

SITE PLAN

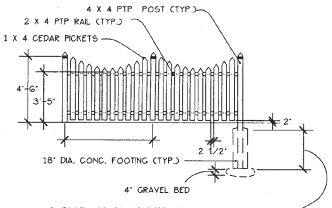


PLANT MATERIAL LIST

CODE	QTY	SIZE	BOTANICAL NAME	COMMON NAME
AP	3	2 1/2"	ACER PLATANOIDES 'EMERALD LUSTRE'	EMERALD LUSTRE NORWAY MAPLE
AR	2	2 1/2"	ACER RUBRUM	RED MAPLE
AR3	1	3"	ACER RUBRUM	RED MAPLE
AR4	1	4"	ACER RUBRUM	RED MAPLE
FA	3	2 1/2"	FRAXINUS AMERICANA 'AUTUMN PURPLE'	AUTUMN PURPLE ASH
FA3	4	3"	FRAXINUS AMERICANA 'AUTUMN PURPLE'	AUTUMN PURPLE ASH
FA4	4	4"	FRAXINUS AMERICANA 'AUTUMN PURPLE'	AUTUMN PURPLE ASH
FMS	9	2 1/2"	FRAXINUS PENN. 'MARSHALL'S SEEDLESS'	MARSHALL'S SEEDLESS GREEN ASH
FMS3	1	3"	FRAXINUS PENN. 'MARSHALL'S SEEDLESS'	MARSHALL'S SEEDLESS GREEN ASH
GPS	1	5'	GLEDITSIA TRIACANTHOS 'PATENTED'	PATENTED HONEYLOCUST
BN8	6	8'	BETULA NIGRA	RIVER BIRCH
BN10	1	10'	BETULA NIGRA	RIVER BIRCH
CM	6	6'	CORNUS MAS	CORNELIAN CHERRY
SR	4	6'	SYRINGA RETICULATA	JAPANESE TREE LILAC
MG	2	6'	MALUS IN VARIETY	FLOWERING CRABAPPLE
M8	4	8'	MALUS IN VARIETY	FLOWERING CRABAPPLE
PNG	8	6'	PINUS NIGRA	AUSTRIAN PINE
PN8	6	8'	PINUS NIGRA	AUSTRIAN PINE
PPG	8	6'	PICEA PUNGENS	COLORADO GREEN SPRUCE
PP8	4	8'	PICEA PUNGENS	COLORADO GREEN SPRUCE
PP10	1	10'	PICEA PUNGENS	COLORADO GREEN SPRUCE
PP14	1	14'	PICEA PUNGENS	COLORADO GREEN SPRUCE
CA	6	30"	COTONEASTER ACUTIFOLIA	PEKING COTONEASTER
CS	39	3'	CORNUS SERICEA	REDTWIG DOGWOOD
EAC	11	3'	EUONYMUS ALATUS 'COMPACT'	DWARF BURNINGBUSH
FM	36	3'	FORSYTHIA 'MEADOWLARK'	MEADOWLARK FORSYTHIA
HPG	22	3'	HYDRANGEA PANICULATA 'PEEGEE'	PEEGEE HYDRANGEA
JH	70	18"	JUNIPERUS HORIZONTALIS	ANDORRA JUNIPER
JPK	59	18"	JUNIPERUS PFITZERIANA 'KALLAY'	KALLAY PFITZER JUNIPER
PGF	36	18"	POTENTILLA 'GOLD FINGER'	GOLD FINGER POTENTILLA
RGM	32	18"	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND APLINE CURRANT
SF	50	18"	SPIREA BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA
SGF	81	18"	SPIREA BUMALDA 'FROEBELI'	FROEBELI SPIREA
TMD	21	24"	TAXUS MEDIA 'DENSIFORMIS'	DENSE YEW
TOT	3	4'	THUJA OCCIDENTALIS 'TECHNI'	MISSION ARBORVITAE
VD	38	3'	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM
VT	19	3'	VIBURNUM TRILOBUM	HIGHBUSH CRANBERRY VIBURNUM
WF	36	3'	WEIGELA FLORIDA 'JAVA RED'	JAVA RED WEIGELA
CJ	24	GAL.	CLEMATIS x JACKMANI	JACKMAN CLEMATIS
HAM	68	GAL.	HOSTA 'ALBA MARGINATA'	VARIEGATED HOSTA
HSD	136	GAL.	MEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY
PA	51	GAL.	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
RG	123	GAL.	RUDBEKIA FULGDA 'GOLDSTURM'	BLACK-EYED SUSAN
SAJ	95	GAL.	SEDUM SPECTABLE	AUTUMN JOY SEDUM
CAKF	22	5 GAL.	CALAMAGROSTIS 'KARL FOERSTER'	KARL FOERSTER REED GRASS
PAH	20	GAL.	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS
	680	S.Y.	SOD	
	9160	S.Y.	SEED	
	90	C.Y.	MULCH	

FENCE DETAIL

SCALE: 1/4" = 1.0'



THIS PLAN, _____ DRAWN SPECIFICATIONS AND PERMIT NO. 2440 SHALL COMPLY WITH THE REGULATIONS AS SET FORTH IN THE CITY OF CRYSTAL LAKE CODE AND ORDINANCES BY: _____ DATE: 2/21/01

NOTES

1. ALL UNLABELED PLANTS SHOWN ARE EXISTING. IT IS THE INTENT OF SUNRISE ASSISTED LIVING TO MAKE A REASONABLE EFFORT TO SAVE EXISTING TREES INDICATED.
2. PLANT LOCATIONS MAY BE ADJUSTED IN THE FIELD BASED ON FINAL LOCATIONS OF UTILITIES, SITE FEATURES AND ENGINEERING. SUNRISE ASSISTED LIVING RESERVES THE RIGHT TO ADJUST AMENITIES AND PLANT MATERIAL LOCATIONS IN THE FIELD.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PLANTS IN A PLUMB POSITION. STAKING AND/OR GUYING IS OPTIONAL AND IS AT THE DISCRETION OF THE CONTRACTOR.
4. ALL DISTURBED TURF AREAS SHALL BE REPLACED WITH KENTUCKY BLUEGRASS BLEND SEED, UNLESS OTHERWISE NOTED.
5. ALL PLANTING BEDS AND TREE RINGS SHALL CONTAIN SHREDDED HARDWOOD MULCH AT A DEPTH OF 3".
6. SITE BENCH, TRELLIS AND SIGN, TO BE DETERMINED BY SUNRISE ASSISTED LIVING .
7. PLANT VARIETIES MAY BE SUBSTITUTED WITH COMPARABLE SPECIES DUE TO TIME OF YEAR OR AVAILABILITY. LANDSCAPE ARCHITECT MUST BE NOTIFIED OF PROPOSED CHANGES PRIOR TO SUBSTITUTION.
8. CONTOURS SHOWN WERE PROVIDED BY GROUNDWORK LTD. FOR SITE GRADING. SEE ENGINEERING PLANS PREPARED BY GROUNDWORK, LTD.
9. NO LANDSCAPING, EXCEPT AS NOTED, IS PERMITED IN MUNICIPAL UTILITY EASEMENTS.

PUGSLEY & LAHAIE LTD.
LANDSCAPE ARCHITECTS AND CONTRACTORS
21414 N. Old McHenry Rd. Lake Zurich, Illinois 60047-8904
(847/438-0213 fax: 847/438-0904)

REVISIONS: PLAN + COMMENTS 11/14/99; ADDITIONAL COMMENTS 12/6/99; ADDITIONAL COMMENTS 01/06/00; ADDITIONAL COMMENTS 2/08/00; PER COMMENTS 3/08/00

scale: 1" = 20'

date: 8/21/99

sheet: 1 of: 2

job no.

SUNRISE ASSISTED LIVING

PRELIMINARY LANDSCAPE PLAN

SUNRISE ASSISTED LIVING
CRYSTAL LAKE, ILLINOIS
CRYSTAL LAKE, ILLINOIS

MOCKUPS AND PRELIMINARY DESIGN IDEAS

Customer Name / Estimate #: E-39815

SUNRISE SENIOR LIVING 751 E. TERRA COTTA AVE.

Date: 6-2-2024 Created by: Rafael Plazola

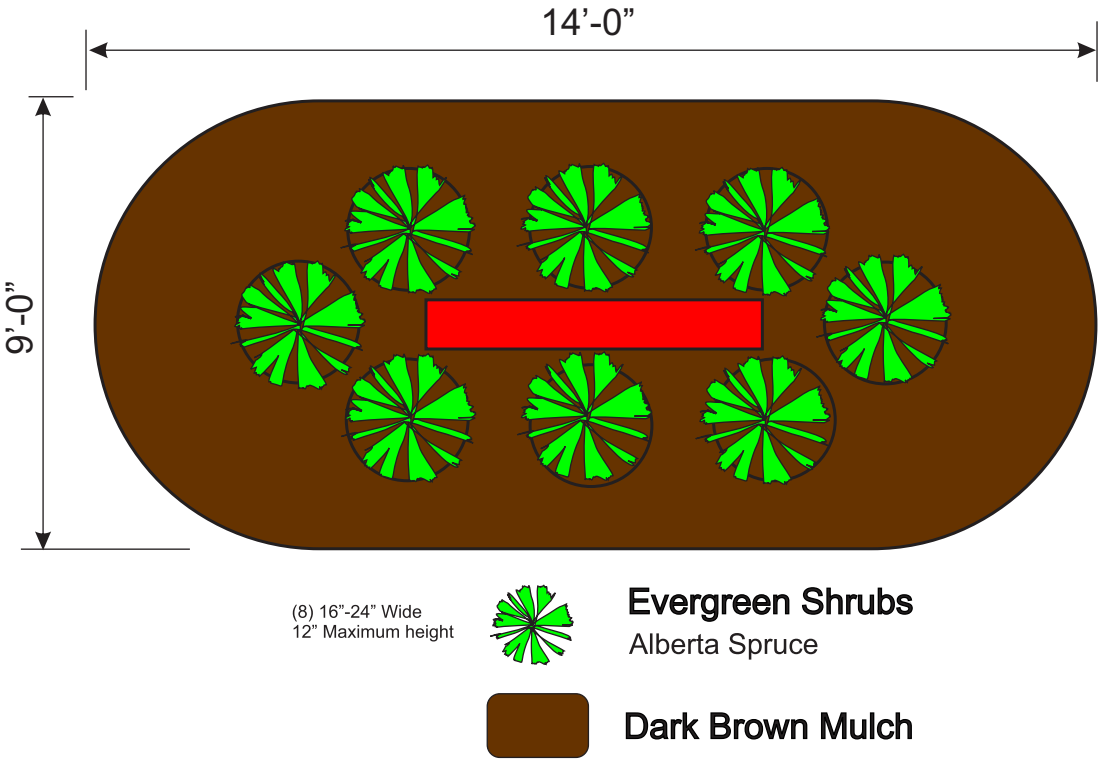
Additional Description and/or Design Notes:

LANDSCAPE PLAN

Proposed new landscape plan to match existing on new sign
Mulch bed, stone and evergreen bushes.

NOT A FINAL PROOF - This form is intended to get the idea and design process started only. You will be asked to approve a proof before any production will take place.





LANDSCAPE PLAN

T. 847.488.0650 | 506 Sundown Road | South Elgin, IL 60177

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EAST BOUND VIEW



EAST BOUND VIEW





WEST BOUND VIEW

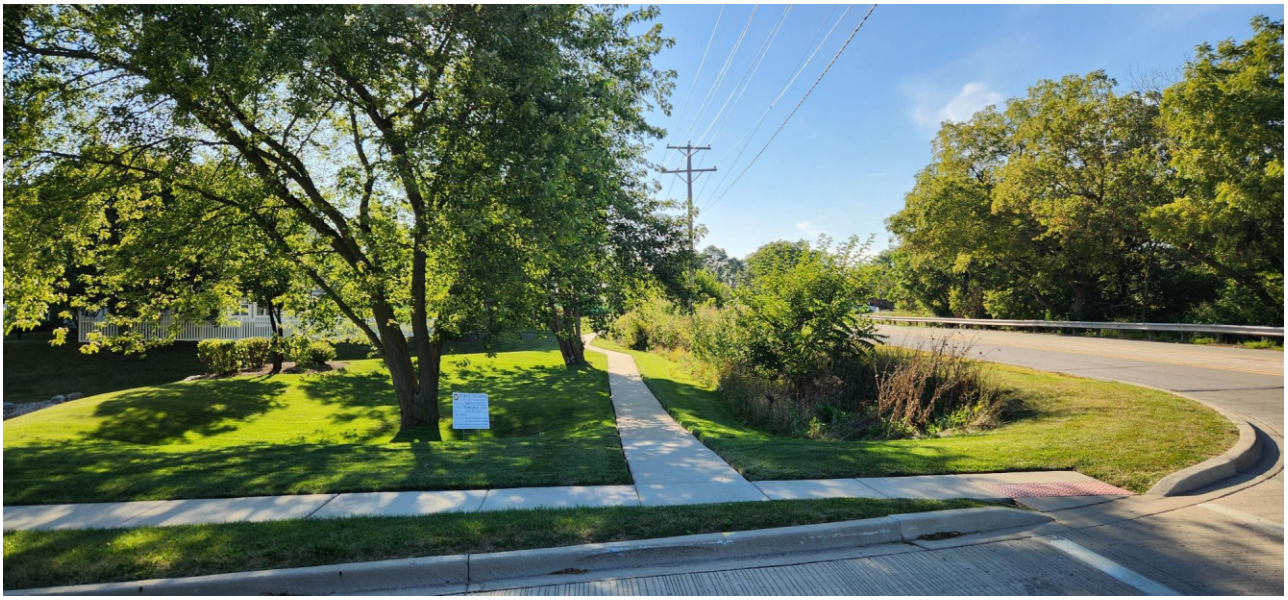


WEST BOUND VIEW





PUBLIC NOTICE SIGN



Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Final Planned Unit Development for a self-storage facility

Petitioner: Berman-Lapentina Enterprises, LLC
4504 E. Terra Cotta Avenue

Recommendation: To approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Final Planned Unit Development for a self-storage facility at 4504 E. Terra Cotta Avenue

Staff Contact: Kathryn Cowlin, Director of Community Development
Katie Rivard, Assistant City Planner

Background:

- Request: Final Planned Unit Development for a self-storage facility.
- Land Use: The land use map shows the area as Industry. This land use designation is appropriate for this use.
- Zoning: The site is zoned M-L PUD Manufacturing Limited Planned Unit Development and received preliminary approvals for a self-storage facility.
- In May 2024, the petitioners were granted a Comprehensive Land Use Plan Amendment from Commerce to Industry, Rezoning upon Annexation from E Estate Residential to M-L PUD Manufacturing Limited PUD, Preliminary Planned Unit Development and Special Use Permit to allow for a self-storage facility.
- The next step in the approval process is Final Planned Unit Development, which is being requested. The Final PUD review's purpose is to make sure the plans are in compliance with the Preliminary PUD zoning entitlements.

Key Points:

- The proposed building is a 120,934 square feet, two-story, 773 unit climate controlled self-storage building.
- The following variations were approved with the Preliminary PUD:
    - Front yard setback: Front yard setback of 40 feet, a variation of 40 feet.
    - Landscape Buffer: 12-foot landscape buffer from an industrial use to a commercial use, a variation of 18 feet. A 30-foot landscape buffer requires 3 evergreen trees + 1 overstory deciduous tree + 4 understory trees + 8 shrubs.
    - Foundation landscaping: 0-foot wide foundation landscape area around all perimeters of the building, a variation of five (5) feet. Foundation plantings must contain both deciduous and evergreen species of tree and shrubs providing an interesting visual patter around the building.
    - Industrial Design Standards: Building form and mass, rooflines and parapet, building materials, entrance design, and overall façade design.
    - Special Use Criteria.
        - Site Layout: Buildings shall be situated such that the doorways or access points are facing away from the yards abutting a street rights-of-ways.

- The following are conditions of the Preliminary PUD approval:
    - Elevations:
        - Work with staff on ways to further enhance the elevations, such as, walls offsets and faux windows to break up the long wall expanses.
          The brick and glass were continued east on the north elevation at the northwest corner.
        - Further reduce the number of exterior doors to allow for some foundation landscaping.
          Removed two (2) overhead doors at the north end of the southwest elevations, and one (1) overhead door left of the office on the southwest elevation.
        - Provide decorative exterior doors to provide variation.
          The loading overhead doors include glass.
        - Increase the masonry around the base of the building.
          Brick was added where the overhead doors were removed, and at the northwest corner of the building.

    - Landscape Plan/Tree Survey
        - A Final Landscape Plan must be submitted with Final Planned Unit Development that complies with the landscape requirements of the UDO's Section 4-400.
          Final Landscape Plan complies with the UDO requirements.
        - Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
          Final Landscape Plan complies with the UDO requirements.

- Final Engineering Plans must be submitted with Final Planned Unit Development in compliance with the City's Code and Stormwater ordinances.
  The petitioners have been approved to move forward with Final PUD. The petitioners shall address all comments and requirements from the Engineering Department and stormwater consultant during permit review.

- The petitioner shall provide a copy of the billboard lease prior to the City Council meeting. The billboard sign must be removed including all structural components 90 days after the expiration of the current lease.
  A copy of the lease has been provided.

- Signage must comply with the requirements of Section 4-1000 of the UDO.
  This will remain a condition of approval as no signage plans have been submitted yet.

- A Final Photometric and Lighting Plan must be submitted with Final Planned Unit Development that complies with the lighting requirements of Section 4-800 of the UDO.
  The Final Photometric and Lighting Plan complies with the lighting requirements of Section 4-800 of the UDO.

- The petitioner shall address all of the review comments and requirements of the Community Development, Engineering, Public Works, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.
  This remains a condition of Final PUD approval.

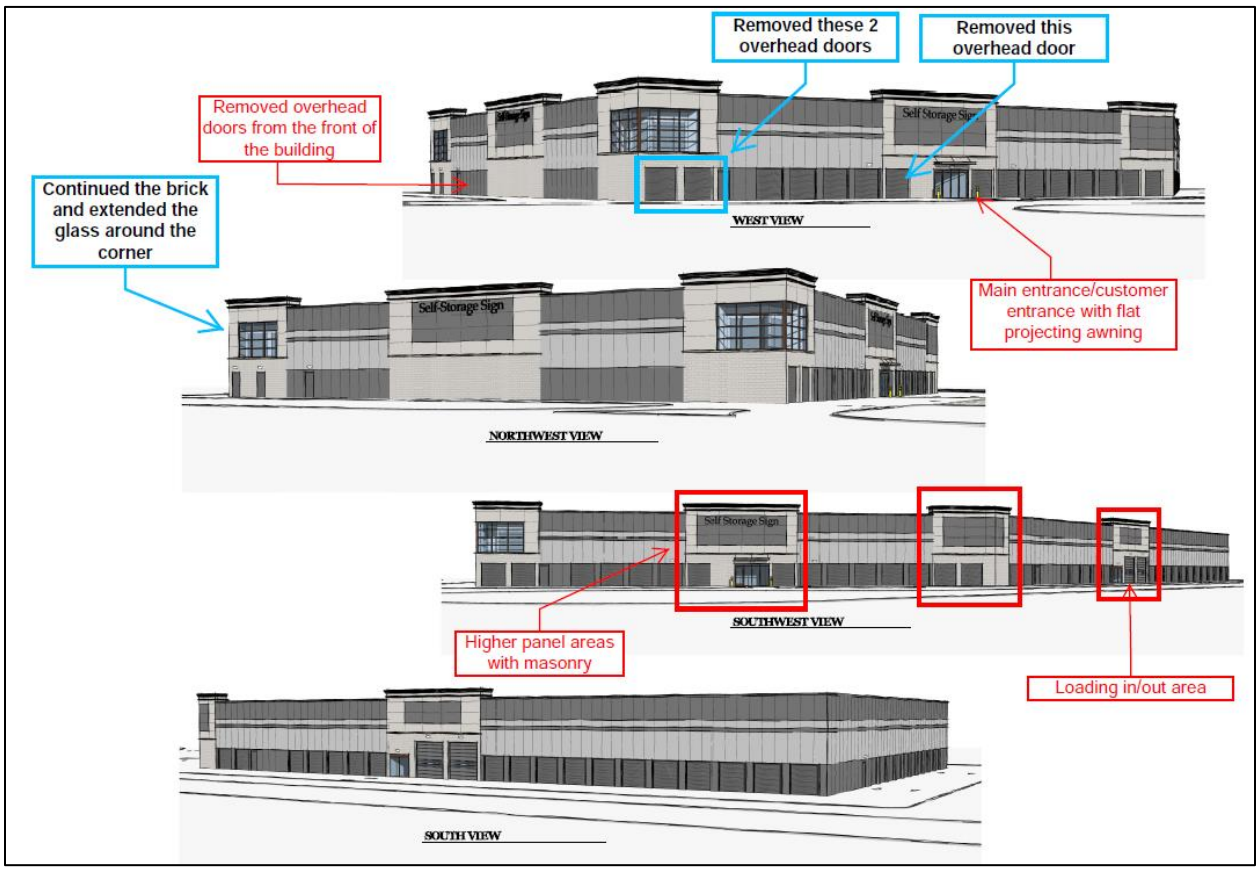
SITE LAYOUT

- Access is provided via a right-in/right-out on Route 176. Access throughout the development is provided on all sides of the building.
- The main office/customer entrance and parking is located on the southwest side of the building, and the loading in/out area is located on the south side of the building rather than Route 176.
- The building will be setback more than 300 feet from the east property line.
- There is no outdoor storage area.
- Due to a 6-foot elevation drop from the access aisle around the building to Terra Cotta Avenue, the existing access on Terra Cotta Avenue would not be functional.

BUILDING ELEVATIONS

- The proposed building height is 29 feet and two (2) stories.
- The proposed building will include a combination of light and dark grey metal panels and smooth insulated panels and masonry.
- The petitioner has made the following changes since Preliminary PUD approval:

- Continued the brick further east on the north elevation at the northwest corner and extended the glass around the corner.
- Removed two (2) overhead doors at the north end of the southwest elevation.
- Removed one (1) overhead door left of the office on the southwest elevation.



PARKING

- The proposed development will provide 15 parking spaces, which meets the UDO requirements.

LANDSCAPE/BUFFER

- The final landscape plan meets the UDO requirements.
- There is increased landscaping along Route 176 and Terra Cotta Avenue.
- Six (6) new shade trees and several deciduous shrubs were added between the drive aisle and lot line along Terra Cotta Avenue. Additional landscaping between the parking spaces and lot line is also provided.
- A shade tree was added at the northwest corner of the building.
- Per the petitioners, the site will preserve over 50% as either existing or new landscape area.
- The petitioners will maintain most of the existing trees on the north, northeastern and south portions of the property in an effort to keep the buffer between the neighboring residential properties.

SIGNAGE

- The petitioners did not provide sign plans. A recommended condition was included that signage must comply with the requirements of Section 4-1000 of the UDO.
- A total of 150 square feet in sign area (75 square feet maximum for any one (1) sign on one (1) façade) is permitted.
- The petitioners are not proposing a freestanding sign. The UDO allows for one 32 square-foot freestanding sign at six (6) feet in height.
- As a condition of approval, Staff is recommending the existing billboard sign is removed as the UDO does not allow for off-premise signage or signs that are over six feet in height and 32 square feet for industrial uses.

PZC Highlights:

- The petitioners noted they have worked hard to meet the conditions of the Preliminary PUD. They spoke to the changes that have been made to the architectural plans. The changes include removing additional overhead doors and replacing the space with brick, continuing the brick further east on the north elevation at the northwest corner and extended the glass around that corner. They also added glass windows to the loading overhead doors.
- They indicated their Landscaping Plans and Photometric and Lighting Plan meet the UDO requirements. They increased landscaping in several areas per staff's request.
- The current owner has a month-to-month lease for the billboard, and he has agreed to end the lease prior to closing.
- The PZC was supportive and appreciated the petitioners making the changes. They clarified the sign placement and illumination. The sign will most likely be backlit. It will not be a bright sign or have a bright box behind the letters. The PZC found the request met the Findings of Fact.

The PZC recommended **approval (7-0)** of the petitioners' request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Berman-Lapetina Enterprises, LLC, dated 06/12/2024, received 07/19/2024)
   B. Architectural Plans (Architects' Studio, dated 08/14/2024, received 08/15/2024)
   C. Final Landscape Plans (Architects' Studio, dated 09/23/2023, last revised 08/20/2024, received 08/21/2024)
   D. Final Engineering Plans (Northwestern Engineering Consultants, P.C., dated 07/17/2024, received 07/19/2024)
   E. Final Photometric Site Plan (RAB, dated 06/04/2024, received 07/19/2024)

2. Billboard: Owner shall issue to the "Tenant" under such Current Lease a notice of termination upon the conclusion of the current term of the Current Lease and, Owner shall provide the City Manager with a copy of such termination notice. Additionally, the Owner shall cause the billboard

sign to be removed (including all structural components) within 90 days after the termination of the Current Lease.

3. Add foundation landscaping where overhead doors were removed.

4. Signage must comply with the requirements of Section 4-1000 of the UDO.

5. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works and Engineering, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.

Votes Required to Pass: A simple majority.

Acknowledgement Form

Regarding the Final Planned Unit Development for a self-storage facility at 4504 E. Terra Cotta Avenue. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: James Lapetina Date: 9/20/24
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Berman-Lapetina Enterprises, LLC, dated 06/12/2024, received 07/19/2024)
   B. Architectural Plans (Architects' Studio, dated 08/14/2024, received 08/15/2024)
   C. Final Landscape Plans (Architects' Studio, dated 09/23/2023, last revised 08/20/2024, received 08/21/2024)
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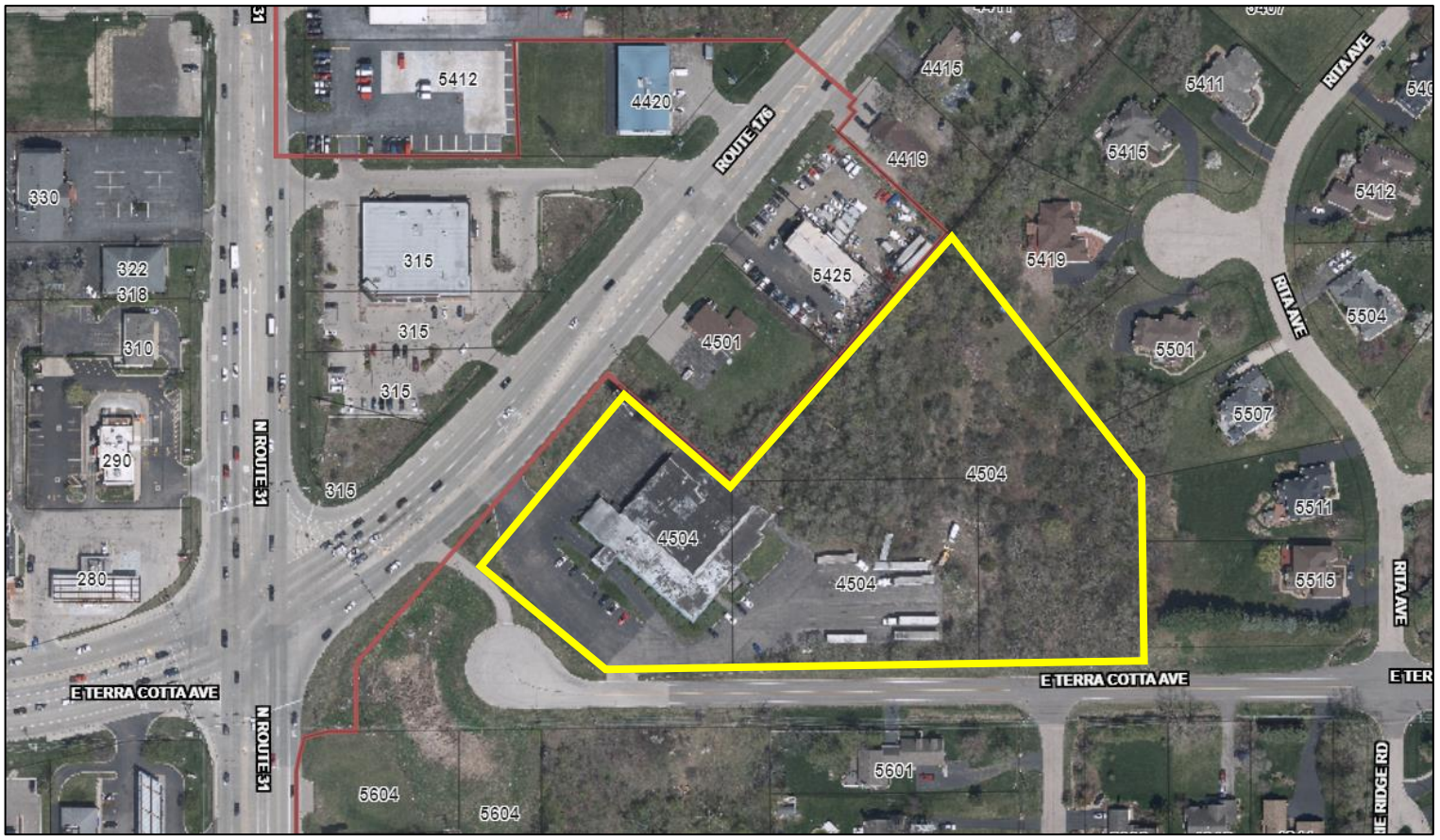
2. Billboard: Owner shall issue to the "Tenant" under such Current Lease a notice of termination upon the conclusion of the current term of the Current Lease and, Owner shall provide the City Manager with a copy of such termination notice. Additionally, the Owner shall cause the billboard sign to be removed (including all structural components) within 90 days after the termination of the Current Lease.

3. Add foundation landscaping where overhead doors were removed.

4. Signage must comply with the requirements of Section 4-1000 of the UDO.

5. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works and Engineering, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.

PIQ Map
4504 E. Terra Cotta Avenue, Crystal Lake, IL



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AT 4504 E. TERRA COTTA AVENUE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-133) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Final Planned Unit Development for a self-storage facility at 4504 E. Terra Cotta Avenue; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake held a public hearing at 7:00 p.m., on September 18, 2024 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development; and

WHEREAS, on September 18, 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 Final Planned Unit Development for a self-storage facility be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Final Planned Unit Development be issued as requested in said Petition.

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

Section I: That a Final Planned Unit Development for a self-storage facility at 4504 E. Terra Cotta Avenue (14-34-252-034, 14-34-252-013 and 14-34-252-014), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Berman-Lapetina Enterprises, LLC, dated 06/12/2024, received 07/19/2024)
   B. Architectural Plans (Architects' Studio, dated 08/14/2024, received 08/15/2024)
   C. Final Landscape Plans (Architects' Studio, dated 09/23/2023, last revised 08/20/2024, received 08/21/2024)
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Draft

2. Billboard: Owner shall issue to the "Tenant" under such Current Lease a notice of termination upon the conclusion of the current term of the Current Lease and, Owner shall provide the City Manager with a copy of such termination notice. Additionally, the Owner shall cause the billboard sign to be removed (including all structural components) within 90 days after the termination of the Current Lease.

3. Add foundation landscaping where overhead doors were removed.

4. Signage must comply with the requirements of Section 4-1000 of the UDO.

5. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works and Engineering, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.

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

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

DATED at Crystal Lake, Illinois, this 1st day of October, 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: October 1, 2024
Approved: October 1, 2024

Draft

#PLN-2024-133
4504 E. Terra Cotta Avenue – Final Planned Unit Development
Project Review for Planning and Zoning Commission

Date:	September 18, 2024
Request:	Final Planned Unit Development for a self-storage facility
Location:	4504 E. Terra Cotta Avenue
Acreage:	Approximately 6.41 acres
Zoning:	M-L PUD Manufacturing Limited Planned Unit Development
Surrounding Properties:	North: B-2 PUD General Commercial South: City Limits – B1-V Neighborhood Business, R1 Single-Family Residential and R1-V Single-Family Residential East: City Limits – R1 Single-Family Residential West: B-2 PUD General Commercial Planned Unit Development
Staff Contact:	Katie Rivard (815.356.3612)

Background:

- In May 2024, the petitioners were granted a Comprehensive Land Use Plan Amendment from Commerce to Industry, Rezoning upon Annexation from E Estate Residential to M-L PUD Manufacturing Limited PUD, Preliminary Planned Unit Development and Special Use Permit to allow for a self-storage facility.
- The next step in the approval process is Final Planned Unit Development, which is being requested. The Final PUD review's purpose is to make sure the plans are in compliance with the Preliminary PUD zoning entitlements.
- The proposed building is a 120,934 square feet, two-story, 773 unit climate controlled self-storage building.
- The following variations were approved with the Preliminary PUD:
    - Front yard setback: Front yard setback of 40 feet, a variation of 40 feet.

- Landscape Buffer: 12-foot landscape buffer from an industrial use to a commercial use, a variation of 18 feet. A 30-foot landscape buffer requires 3 evergreen trees + 1 overstory deciduous tree + 4 understory trees + 8 shrubs.
- Foundation landscaping: 0-foot wide foundation landscape area around all perimeters of the building, a variation of five (5) feet. Foundation plantings must contain both deciduous and evergreen species of tree and shrubs providing an interesting visual patter around the building.
- Industrial Design Standards: Building form and mass, rooflines and parapet, building materials, entrance design, and overall façade design.
- Special Use Criteria.
  - Site Layout: Buildings shall be situated such that the doorways or access points are facing away from the yards abutting a street rights-of-ways.

- The following are conditions of the Preliminary PUD approval:
  - Elevations:
    - Work with staff on ways to further enhance the elevations, such as, walls offsets and faux windows to break up the long wall expanses.
      The brick and glass were continued east on the north elevation at the northwest corner.
    - Further reduce the number of exterior doors to allow for some foundation landscaping.
      Removed two (2) overhead doors at the north end of the southwest elevations, and one (1) overhead door left of the office on the southwest elevation.
    - Provide decorative exterior doors to provide variation.
      The loading overhead doors include glass.
    - Increase the masonry around the base of the building.
      Brick was added where the overhead doors were removed, and at the northwest corner of the building.

  - Landscape Plan/Tree Survey
    - A Final Landscape Plan must be submitted with Final Planned Unit Development that complies with the landscape requirements of the UDO's Section 4-400.
      Final Landscape Plan complies with the UDO requirements.
    - Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
      Final Landscape Plan complies with the UDO requirements.

  - Final Engineering Plans must be submitted with Final Planned Unit Development in compliance with the City's Code and Stormwater ordinances.
    The petitioners have been approved to move forward with Final PUD. The petitioners shall address all comments and requirements from the Engineering Department and stormwater consultant during permit review.

- The petitioner shall provide a copy of the billboard lease prior to the City Council meeting. The billboard sign must be removed including all structural components 90 days after the expiration of the current lease.
  A copy of the lease has been provided.

- Signage must comply with the requirements of Section 4-1000 of the UDO.
  This will remain a condition of approval as no signage plans have been submitted yet.

- A Final Photometric and Lighting Plan must be submitted with Final Planned Unit Development that complies with the lighting requirements of Section 4-800 of the UDO.
  The Final Photometric and Lighting Plan complies with the lighting requirements of Section 4-800 of the UDO.

- The petitioner shall address all of the review comments and requirements of the Community Development, Engineering, Public Works, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.
  This remains a condition of Final PUD approval.

Development Analysis:

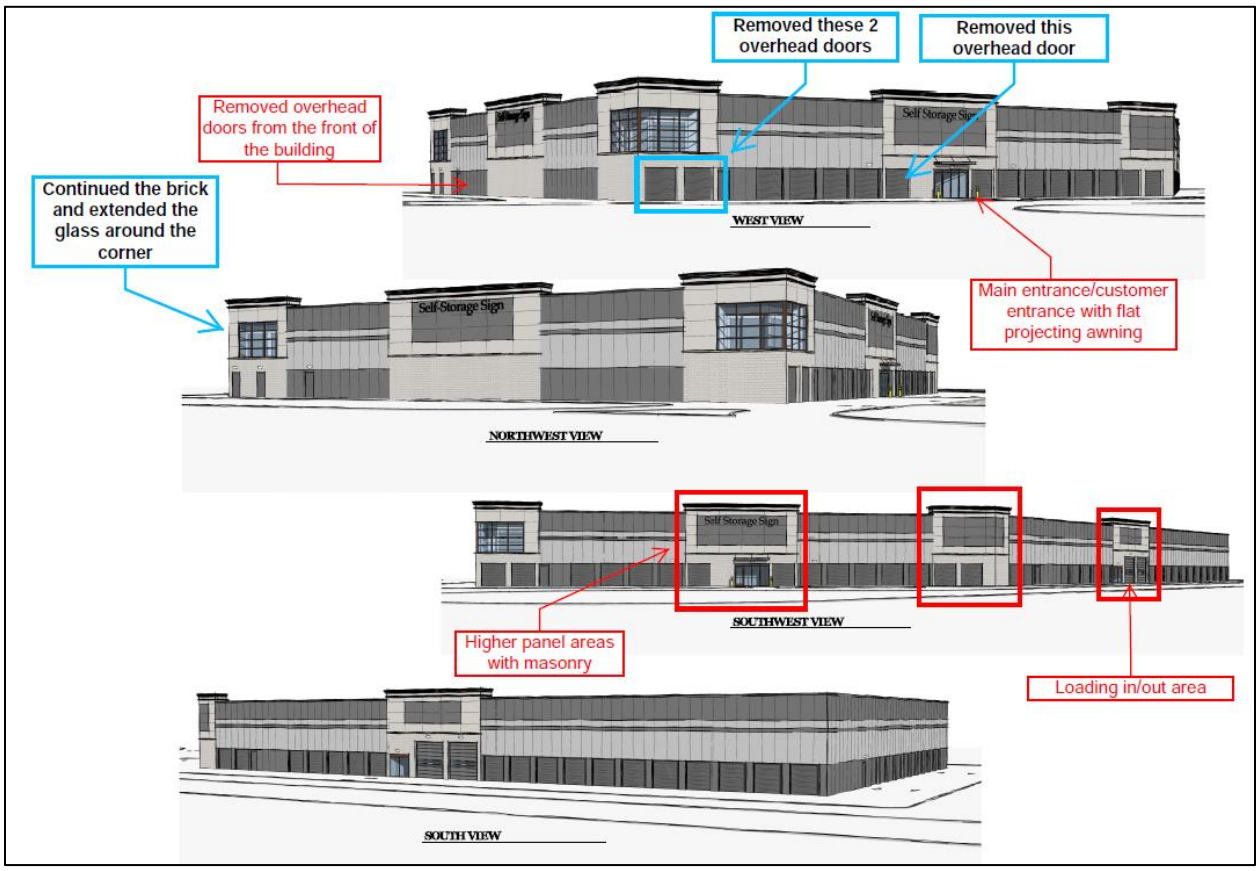
- Request: Final Planned Unit Development for a self-storage facility.
- Zoning: The site is zoned M-L PUD Manufacturing Limited Planned Unit Development and received preliminary approvals.
- Land Use: The land use map shows the area as Industry. This land use designation is appropriate for this use.

SITE LAYOUT

- Access is provided via a right-in/right-out on Route 176. Access throughout the development is provided on all sides of the building.
- The main office/customer entrance and parking is located on the southwest side of the building, and the loading in/out area is located on the south side of the building rather than Route 176.
- The building will be setback more than 300 feet from the east property line.
- There is no outdoor storage area.
- Due to a 6-foot elevation drop from the access aisle around the building to Terra Cotta Avenue, the existing access on Terra Cotta Avenue would not be functional.

BUILDING ELEVATIONS

- The proposed building height is 29 feet and two (2) stories.
- The proposed building will include a combination of light and dark grey metal panels and smooth insulated panels and masonry.
- The petitioner has made the following changes since Preliminary PUD approval:
    - Continued the brick further east on the north elevation at the northwest corner and extended the glass around the corner.
    - Removed two (2) overhead doors at the north end of the southwest elevation.
    - Removed one (1) overhead door left of the office on the southwest elevation.



PARKING

- The proposed development will provide 15 parking spaces, which meets the UDO requirements.

LANDSCAPE/BUFFER

- The final landscape plan meets the UDO requirements.
- There is increased landscaping along Route 176 and Terra Cotta Avenue.

- Six (6) new shade trees and several deciduous shrubs were added between the drive aisle and lot line along Terra Cotta Avenue. Additional landscaping between the parking spaces and lot line is also provided.
- A shade tree was added at the northwest corner of the building.
- Per the petitioners, the site will preserve over 50% as either existing or new landscape area.
- The petitioners will maintain most of the existing trees on the north, northeastern and south portions of the property in an effort to keep the buffer between the neighboring residential properties.

SIGNAGE

- The petitioners did not provide sign plans. A recommended condition was included that signage must comply with the requirements of Section 4-1000 of the UDO.
- A total of 150 square feet in sign area (75 square feet maximum for any one (1) sign on one (1) façade) is permitted.
- The petitioners are not proposing a freestanding sign. The UDO allows for one 32 square-foot freestanding sign at six (6) feet in height.
- As a condition of approval, Staff is recommending the existing billboard sign is removed as the UDO does not allow for off-premise signage or signs that are over six feet in height and 32 square feet for industrial uses.

Findings of Fact:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Site layout: Buildings shall be situated such that the doorways or access points are facing away from the yards abutting street right of way.
   ☒ *Meets* ☐ Does not meet

3. Screening: An eight-foot-tall solid screen consisting of a solid wooden fence in accordance with the provision of Section 4-700, Fences, walls and screening, or opaque landscape along the perimeters of the property in accordance with the provisions of Section 4-400 Landscape and screening standards, shall be provided.
   ☒ *Meets* ☐ Does not meet

4. Landscaping: Landscaping shall be provided within a minimum five-foot wide landscape beds along the foundations of the ends of the storage buildings in accordance with the provisions of Section 4-400 Landscaping and screening standards.
   ☒ *Meets* ☐ Does not meet

   The petitioner received a variation from this criterion.

5. Security: Security lighting shall be provided to safely illuminate all areas of the facility. The use of photocell units and motion sensors is encouraged as a means of saving energy. If overnight security personnel will be staying at the facility, provide details regarding the location of the proposed residence. Appropriate utilities to service the unit shall be provided. No more than one overnight unit shall be provided per facility.
   ☒ *Meets* ☐ Does not meet

Comprehensive Land Use Plan 2030 Vision Summary Review:

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

Land Use – Industry

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

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Berman-Lapetina Enterprises, LLC, dated 06/12/2024, received 07/19/2024)
   B. Architectural Plans (Architects' Studio, dated 08/14/2024, received 08/15/2024)
   C. Final Landscape Plans (Architects' Studio, dated 09/23/2023, last revised 08/20/2024, received 08/21/2024)
   D. Final Engineering Plans (Northwestern Engineering Consultants, P.C., dated 07/17/2024, received 07/19/2024)
   E. Final Photometric Site Plan (RAB, dated 06/04/2024, received 07/19/2024)

2. Billboard: Owner shall issue to the "Tenant" under such Current Lease a notice of termination upon the conclusion of the current term of the Current Lease and, Owner shall provide the City Manager with a copy of such termination notice. Additionally, the Owner shall cause the billboard sign to be removed (including all structural components) within 90 days after the termination of the Current Lease.

3. Add foundation landscaping where overhead doors were removed.

4. Signage must comply with the requirements of Section 4-1000 of the UDO.

5. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works and Engineering, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Crystal Lake Self-Storage

Action Requested

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

Petitioner Information

Name: Berman-Lapetina Enterprises, LLC
Address: 2121 W.Walton St.
Chicago,IL 60622
Phone: 847-417-4550
Fax: _____
E-mail: LapetinaJim@Yahoo.com

Owner Information (if different)

Name: Crystal Lake Bowl/Jack & Don Meyer
Address: 2504 Terra Cotta Ave.
Crystal Lake, IL
Phone: 815-382-1326 / 312-388-9421
Fax: N/A
E-mail: Meyer75@SBCGlobal.net

Property Information

Project Description: Demolish existing buildings and construct a new Climate Controlled Self-Storage Facility.

Project Address/Location: 4504 Terra Cotta Ave., Crystal Lake, IL

PIN Number(s): 14-34-252-034, 14-34-252-013, 14-34-252-014

Development Team

Please include address, phone, fax and e-mail

Developer: Berman-Lapetina Enterprises, LLC, 2121 W. Walton St., Chicago, IL

Architect: Architects' Studio, LLC / Jeff Budgell, Architect, 257 N. West Ave., Suite 100, Elmhurst IL 60126

Attorney: Jeffrey Friedman, Taft Law, 111 W. Waker Drive, Suite 280, Chicago,IL 60601 312-836-4113

Engineer: Northwest Engineering Consultants, Palatine IL. 847-520-8410, DanHavlir@gmail.com

Landscape Architect: Dickson Design Studio, 224-241-8181, SDickson@DicksonDesignStudio.com

Planner: Architects' Studio, LLC (see above)

Surveyor: Vanderstappen Land Surveying, INC.1316 N. Madison ST. Woodstock, IL 815-337-8310

Other:

Signatures

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.

James Lapetina 6/12/24

OWNER: Print and Sign name JAMES LAPETINA **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 18, 2024
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

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

Katie Rivard, Assistant 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 SEPTEMBER 4, 2024 PLANNING AND ZONING COMMISSION MEETING

Ms. Teetsov made to approve the minutes from the September 4, 2024 Planning and Zoning Commission meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. Motion passed.

2024-133 – 4504 E. TERRA COTTA AVENUE – FINAL PLANNED UNIT DEVELOPMENT – PUBLIC MEETING

Final Planned Unit Development for a self-storage facility.

Mr. Jeff Budgell, architect, and Mr. Jim Lapetina, petitioner, were present to represent the petition. Mr. Budgell explained the changes to the plans regarding the architecture and landscaping. Their plans meet the requirements of the Unified Development Ordinance.

Mr. Greenman opened the public meeting. There being no one who wished to speak, Mr. Greenman closed the public meeting.

Ms. Rivard provided a summary of the petitioner's request.

Mr. Smith asked about access to the cul-de-sac on E. Terra Cotta Avenue. Mr. Budgell explained they would not have an access due to the elevations. Mr. Smith asked if a large trailer could maneuver the site. Mr. Budgell explained the hours of operation and anticipated number of customers per day. Mr. Smith had no objections.

Ms. Mason thanked the petitioner and had not additional questions.

Ms. Teetsov agrees it meets the requirements. She asked about signage. Mr. Budgell spoke to the elevations where signage was proposed.

Ms. Repholz asked about the billboard removal. She asked who would lose income. Mr. Lapetina explained the current owner has a month-to-month lease with Clear Channel. The billboard will be gone before they take over the property. Ms. Repholz asked about the illumination of the sign. Mr. Lapetina explained a sign like this would be backlit. It will not be a bright sign or have a bright box behind the letters.

Mr. Gronow asked if the plans meet all conditions. Ms. Rivard responded yes, with the exception of foundation landscaping which the City can work with the petitioner during the building permit process.

Mr. Skluzacek asked when the billboard lease expired. Mr. Lapetina stated it is a month-to-month lease. It will be taken down prior to closing. Mr. Skluzacek had no further questions.

Mr. Greenman stated there was general agreement and support of the project. He stated this request met the Findings of Fact.

Mr. Smith made a motion to approve the Final Planned Unit Development for a self-storage facility with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:

   A. Application (Berman-Lapetina Enterprises, LLC, dated 06/12/2024, received 07/19/2024)
   B. Architectural Plans (Architects' Studio, dated 08/14/2024, received 08/15/2024)
   C. Final Landscape Plans (Architects' Studio, dated 09/23/2023, last revised 08/20/2024, received 08/21/2024)
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2. Billboard: Owner shall issue to the "Tenant" under such Current Lease a notice of termination upon the conclusion of the current term of the Current Lease and, Owner shall provide the City Manager with a copy of such termination notice. Additionally, the Owner shall cause the billboard sign to be removed (including all structural components) within 90 days after the termination of the Current Lease.

3. Add foundation landscaping where overhead doors were removed.

4. Signage must comply with the requirements of Section 4-1000 of the UDO.

5. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works and Engineering, Police and Fire Rescue Departments in addition to those of the City's stormwater consultant, Christopher B. Burke Engineering.

Mr. Skluzacek seconded the motion. On roll call vote Members, Greenman, Gronow, Mason, Repholz, Skluzacek, Smith and Teetsov voted aye. Motion passed.

REPORT FROM PLANNING

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

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Mr. Smith made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:34 p.m.

SELF STORAGE FACILITY

New Climate Controled Self-Storage Facility
4504 Terra Cotta Ave. Crystal Lake, IL 60014

OWNER	ARCHITECT	STRUCTURAL ENGINEER	MECHANICAL ENGINEER	ELECTRICAL ENGINEER	PLUMBING ENGINEER
CRYSTAL LAKE STORAGE, LLC 2121 W. WALTON ST. CHICAGO, IL 60622	ARCHITECTS' STUDIO LLC. 257 N. WEST AVENUE, SUITE 100 ELMHURST, IL 60126 P. 630.617.5990 CONTACT: JEFF BUDGELL EMAIL: jbudgell@architectsstudiollc.com				

LOCATION MAP



PRELIM - DRAWING INDEX

A-0	COVER SHEET
A-1	PRELIMINARY ARCHITECTURAL SITE PLAN
A-1.2	VEHICLE CIRCULATION PLAN
A-2	PRELIMINARY GROUND FLOOR - UNIT MIX
A-2.1	PRELIMINARY SECOND LEVEL - UNIT MIX
A-3	ELEVATIONS
A-3.1	ELEVATIONS
A-4	PERSPECTIVES
A-4.1	PERSPECTIVES

PROJECT DATA

SCOPE OF WORK:
PROJECT CONSISTS OF BUILDING AND CREATING NEW 120,934 S.F. TWO STORY CLIMATE CONTROLLED SELF-STORAGE BUILDING.

USE GROUP:
MODERATE HAZARD STORAGE, GROUP S-1
THE BUILDING WILL BE FULLY SPRINKLERED

CONSTRUCTION TYPE:
CONSTRUCTION TYPE IIB

ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 504.4, PAGE 107):
ALLOWABLE = 3 STORIES
PROPOSED = 2 STORIES
BUILDING FOOTPRINT
FIRST FLOOR = 60,467 SF

ZONING DATA

4504 TERRA COTTA AVE.

ZONING DISTRICT M-L

LOT SIZE	
REQUIRED	15,000 SQ. FT.
PROVIDED	279,254 SQ. FT.
FAR	
REQUIRED 1.0 MAX	279,254 SQ. FT.
PROPOSED	120,934 SQ. FT.
BUILDING HEIGHT	
ALLOWABLE	25 FT.
PROPOSED	29 FT.
SET BACKS	
FRONT	80 FT. MIN.
SIDE YARDS	12 FT. MIN. ONE SIDE 24' TOTAL
REAR YARD	20 FT. MIN. 50 FT. ABUTTING RESIDENTIAL
BUILDING COVERAGE	
REQUIRED 50% MAX	120,627 SQ. FT.
PROVIDED 21.6%	60,467 SQ. FT.
IMPERVIOUS SURFACE	
REQUIRED 65% MAX	167,552 SQ. FT.
PROVIDED 33.7%	94,312 SQ. FT.

REQUIRED PARKING
1/ 4,000 SQ. FT. UP TO 20,000
1/ 10,000 ABOVE 20,000 + 1/ BUSSINESS VEHICLE

20,000/ 4,000 = 5
100,940/ 10,000 = 10
15

15 PARKING SPACES REQUIRED
15 PARKING SPACES PROVIDED

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio
257 WEST AVENUE SUITE 100
ELMHURST, IL 60126
T. 630-617-5990
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184-002314

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REV #	DATE	REVISION / ISSUE

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

CLIENT:
CRYSTAL LAKE COTTINA ENTERPRISES, LLC
2121 WALTON ST.
CHICAGO, IL 60622

DRAWING TITLE:
COVER SHEET

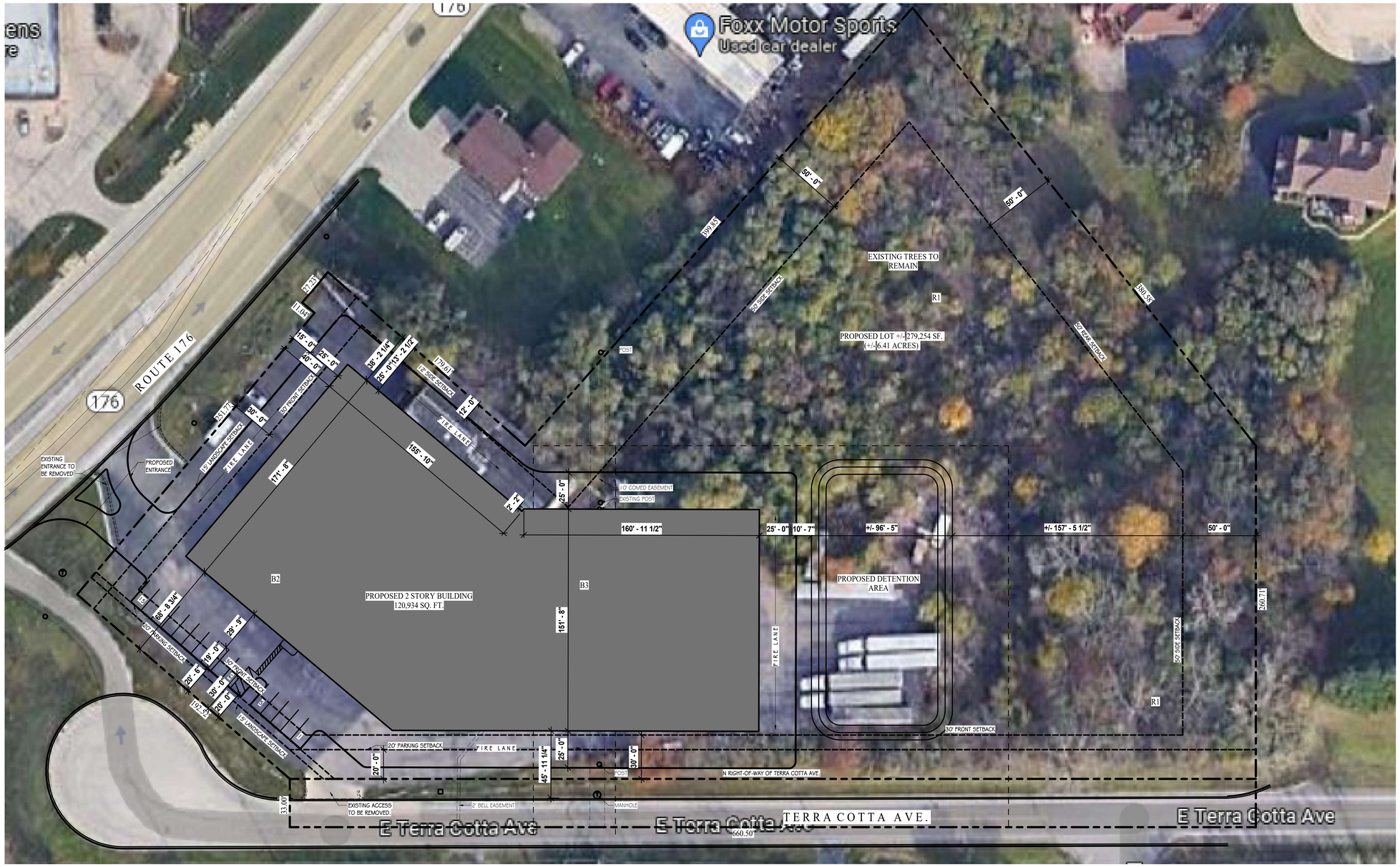
SCALE: AS NOTED

DRAWN BY: FZMC

CHECKED BY: JB

DATE: 08/14/24
ISSUED FOR:
REVIEW

DRAWING #:
A-0
OF 10



1 A-1 PRELIMINARY ARCHITECTURAL SITE PLAN
SCALE: 1" = 30'-0"

N

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio
257 WEST AVENUE SUITE 100
ELMHURST, IL 60126
T: 630-617-5990
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184-002314

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REV.#	DATE	REVISION / ISSUE

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

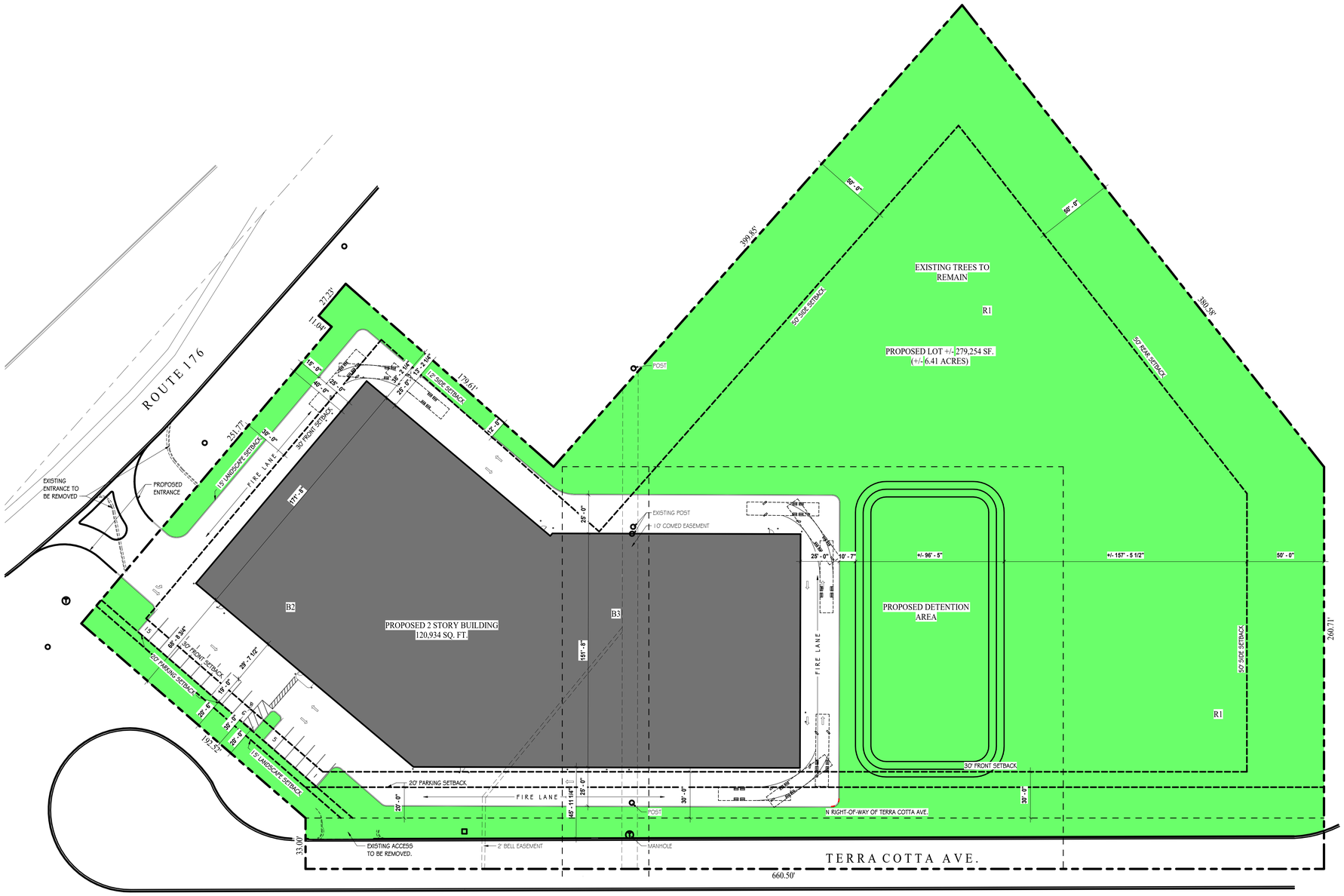
CLIENT:
BERMAN-LAPETINA ENTERPRISES, LLC

DRAWING TITLE:
PREMILINARY ARCHITECTURAL SITE PLAN

SCALE: AS NOTED
DRAWN BY: EZMC
CHECKED BY: JB

DATE: 08/14/24
ISSUED FOR:
REVIEW

DRAWING #:
A-1
OF 10



1 / A-1.2 PRELIMINARY VEHICLE CIRCULATION PLAN
SCALE: 1" = 30'-0"

N

PRELIMINARY
NOT FOR CONSTRUCTION

architects' studio
257 WEST AVENUE SUITE 100
ELMHURST, IL 60126
T: 630-617-5990
ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM #184-002314

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REV.#	DATE	REVISION / ISSUE

FOR REVIEW

SELF STORAGE FACILITY
4504 TERRA COTTA AVE.
CRYSTAL LAKE, IL 60014

CLIENT:
BERGMA-LAPETINA ENTERPRISES, LLC

DRAWING TITLE:
VEHICLE CIRCULATION PLAN

SCALE: AS NOTED

DRAWN BY: FZMC

CHECKED BY: JB

DATE: 08/14/24

ISSUED FOR:
REVIEW

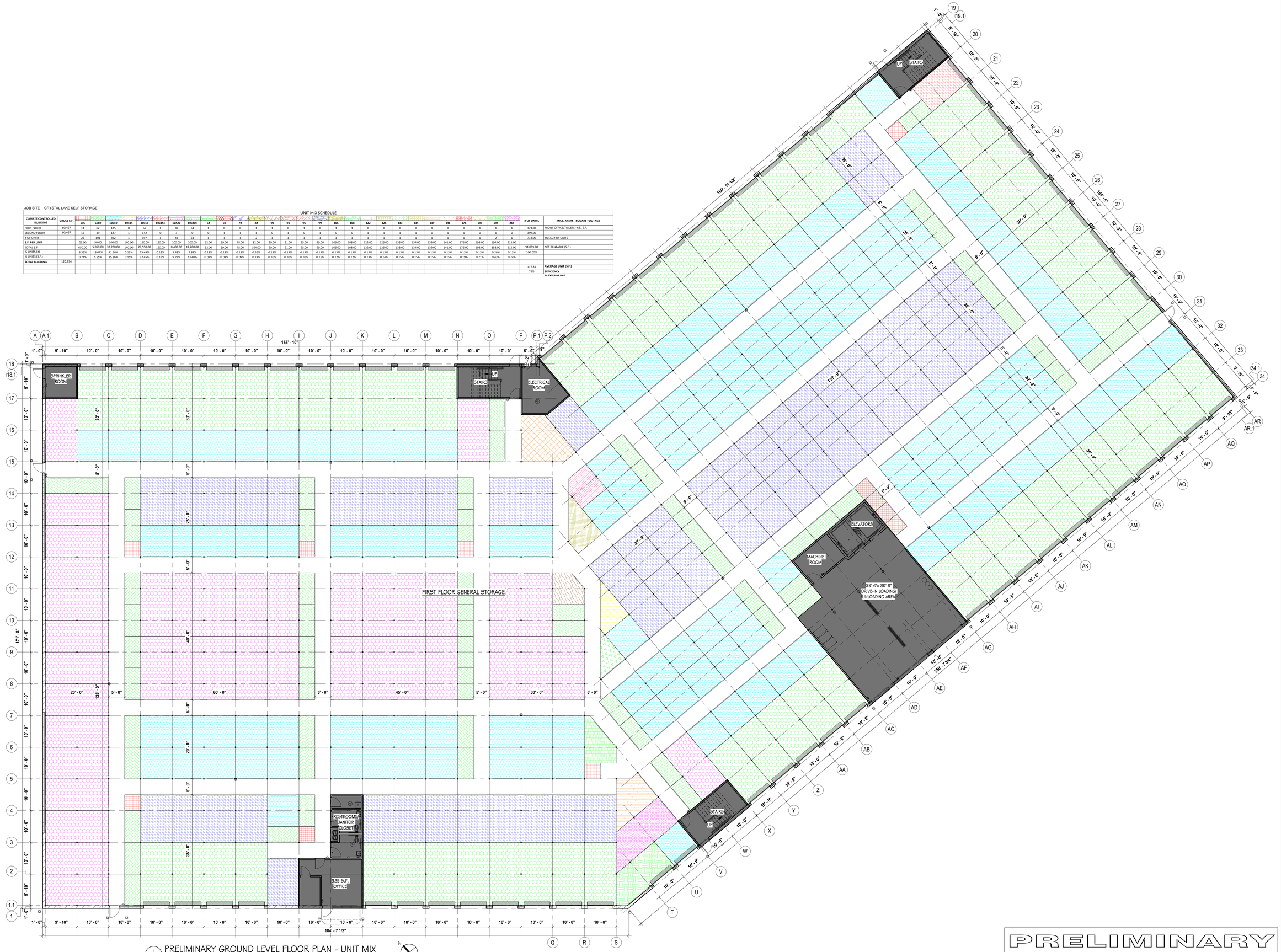
DRAWING #:
A-1.2

OF 10

JOB SITE CRYSTAL LAKE SELF STORAGE

UNIT MIX SCHEDULE

CLIMATE CONTROLLED BUILDING	GROSS S.F.	5x5	5x10	10x10	10x14	10x15	10x15E	10X20	10x20E	62	69	78	82	90	91	95	99	106	108	122	126	133	134	139	141	176	193	194	215	# OF UNITS	MICS. AREAS - SQUARE FOOTAGE
FIRST FLOOR	60,467	11	62	135	0	55	1	39	61	1	0	0	1	1	0	1	0	1	1	0	0	0	0	1	0	0	1	1	1	373.00	FRONT OFFICE/TOILETS - 631 S.F.
SECOND FLOOR	60,467	15	39	187	1	142	0	3	0	0	1	1	1	0	1	0	1	0	0	1	1	1	1	0	1	1	0	1	0	399.00	
# OF UNITS		26	101	322	1	197	1	42	61	1	1	1	2	1	1	1	1	0	0	1	1	1	1	1	1	1	1	2	1	773.00	TOTAL # OF UNITS
S.F. PER UNIT		25.00	50.00	100.00	140.00	150.00	150.00	200.00	200.00	62.00	69.00	78.00	82.00	90.00	91.00	95.00	99.00	106.00	108.00	122.00	126.00	133.00	134.00	139.00	141.00	176.00	193.00	194.00	215.00		
TOTAL S.F.		650.00	5,050.00	32,200.00	140.00	29,550.00	150.00	8,400.00	12,200.00	62.00	69.00	78.00	164.00	90.00	91.00	95.00	99.00	106.00	108.00	122.00	126.00	133.00	134.00	139.00	141.00	176.00	193.00	388.00	215.00	91,069.00	NET RENTABLE (S.F.)
% UNITS (#)		3.36%	13.07%	41.66%	0.13%	25.49%	0.13%	5.43%	7.89%	0.13%	0.13%	0.13%	0.26%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.26%	0.13%	100.00%	
% UNITS (S.F.)		0.71%	5.55%	35.36%	0.15%	32.45%	0.16%	9.22%	13.40%	0.07%	0.08%	0.09%	0.18%	0.10%	0.10%	0.10%	0.11%	0.12%	0.12%	0.13%	0.14%	0.15%	0.15%	0.15%	0.15%	0.19%	0.21%	0.43%	0.24%		
TOTAL BUILDING	120,934																														
																														117.83	**AVERAGE UNIT (S.F.)**
																														75%	**EFFICIENCY**
																															6= EXTERIOR UNIT



1 / A-2 PRELIMINARY GROUND LEVEL FLOOR PLAN - UNIT MIX
SCALE: 3/32" = 1'-0"

N

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CLIENT:
BERNARDINA LABETINA ENTERPRISES, LLC
2123 WALTON ST.
CHICAGO, IL 60622

DRAWING TITLE:
PRELIMINARY GROUND FLOOR - UNIT MIX

SCALE: AS NOTED

DRAWN BY: FZMC

CHECKED BY: JB

DATE: 08/14/24
ISSUED FOR:
REVIEW

DRAWING #:
A-2
OF 10

JOB SITE CRYSTAL LAKE SELF STORAGE

UNIT MIX SCHEDULE

CLIMATE CONTROLLED BUILDING	GROSS S.F.	5x5	5x10	10x10	10x14	10x15	10x15E	10X20	10x20E	62	69	78	82	90	91	95	99	106	108	122	126	133	134	139	141	176	193	194	215	# OF UNITS	MICS. AREAS - SQUARE FOOTAGE
FIRST FLOOR	60,467	11	62	135	0	55	1	39	61	1	0	0	1	1	0	1	0	1	1	0	0	0	0	1	0	0	1	1	1	373.00	FRONT OFFICE/TOILETS - 631 S.F.
SECOND FLOOR	60,467	15	39	187	1	142	0	3	0	0	1	1	1	0	1	0	1	0	0	1	1	1	1	0	1	1	0	1	0	399.00	
# OF UNITS		26	101	322	1	197	1	42	61	1	1	1	2	1	1	1	1	0	0	1	1	1	1	0	1	1	1	2	1	773.00	TOTAL # OF UNITS
S.F. PER UNIT		25.00	50.00	100.00	140.00	150.00	150.00	200.00	200.00	62.00	69.00	78.00	82.00	90.00	91.00	95.00	99.00	106.00	108.00	122.00	126.00	133.00	134.00	139.00	141.00	176.00	193.00	194.00	215.00		
TOTAL S.F.		650.00	5,050.00	32,200.00	140.00	29,550.00	150.00	8,400.00	12,200.00	62.00	69.00	78.00	164.00	90.00	91.00	95.00	99.00	106.00	108.00	122.00	126.00	133.00	134.00	139.00	141.00	176.00	193.00	388.00	215.00	91,069.00	NET RENTABLE (S.F.)
% UNITS (#)		3.36%	13.07%	41.66%	0.13%	25.49%	0.13%	5.43%	7.89%	0.13%	0.13%	0.13%	0.26%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.13%	0.26%	0.13%	100.00%	
% UNITS (S.F.)		0.71%	5.55%	35.36%	0.15%	32.45%	0.16%	9.22%	13.40%	0.07%	0.08%	0.09%	0.18%	0.10%	0.10%	0.10%	0.11%	0.12%	0.12%	0.13%	0.14%	0.15%	0.15%	0.15%	0.15%	0.19%	0.21%	0.43%	0.24%		
TOTAL BUILDING	120,934																														
																														117.81	**AVERAGE UNIT (S.F.)**
																														75%	**EFFICIENCY** BY EXTERIOR UNIT



1 / A-2.1 PRELIMINARY SECOND LEVEL FLOOR PLAN - UNIT MIX
SCALE: 3/32" = 1'-0"

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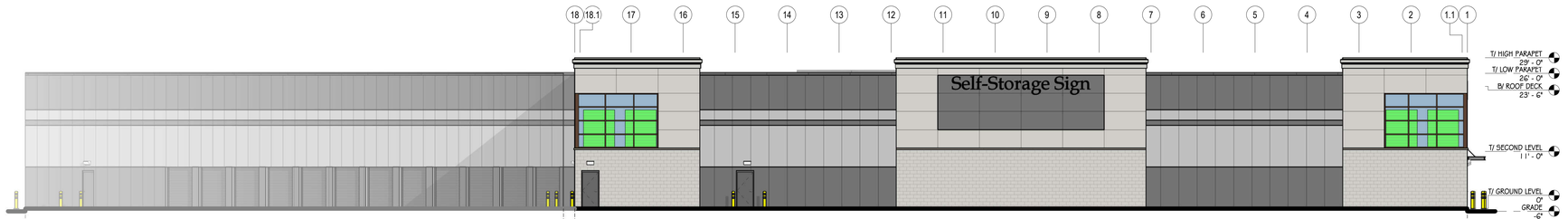
CLIENT:
TERRA COTTA STINA ENTERPRISES, LLC
2121 WATSON ST.
CHICAGO, IL 60622

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PRELIMINARY SECOND LEVEL - UNIT MIX

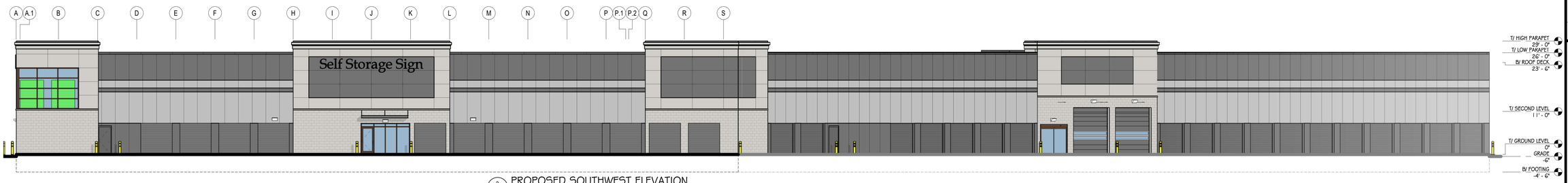
SCALE: AS NOTED
DRAWN BY: FZMC
CHECKED BY: JB

DATE: 08/14/24
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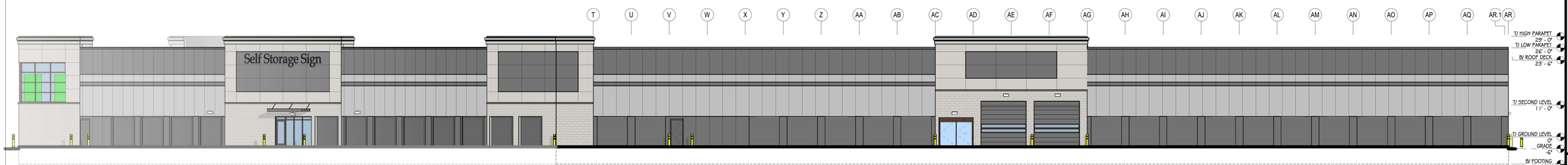
DRAWING #:
A-2.1
OF 10



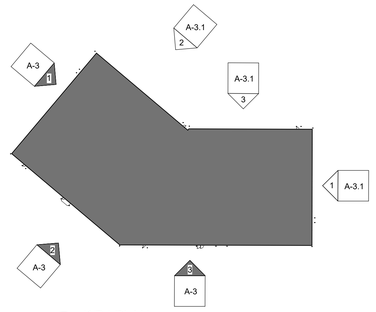
1 A-3 PROPOSED NORTHWEST ELEVATION
SCALE: 3/32" = 1'-0"



2 A-3 PROPOSED SOUTHWEST ELEVATION
SCALE: 3/32" = 1'-0"



3 A-3 PROPOSED SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



4 A-3 KEY PLAN
N.T.S.

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2121 WATSON ST.
CHICAGO, IL 60622

DRAWING TITLE:
ELEVATIONS

SCALE: AS NOTED

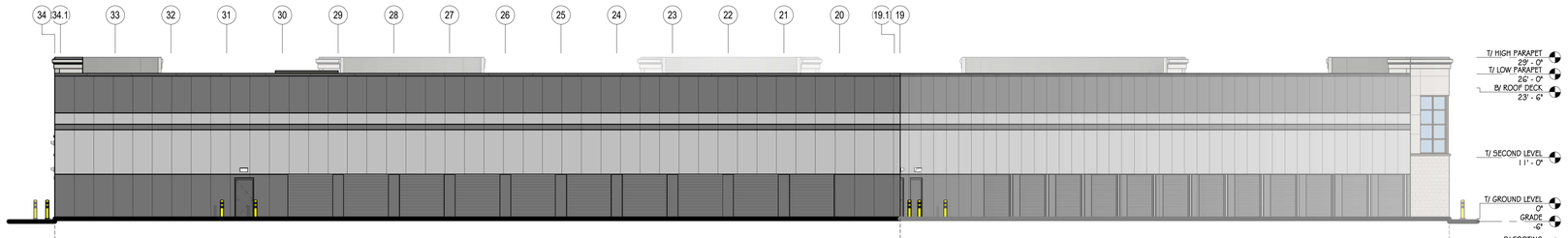
DRAWN BY: FZMC

CHECKED BY: JB

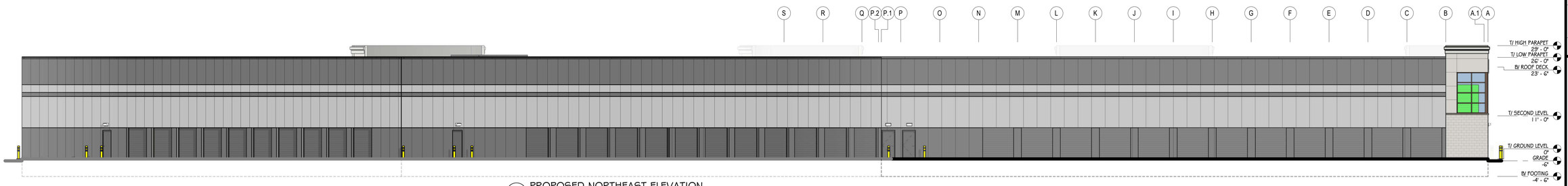
DATE: 08/14/24

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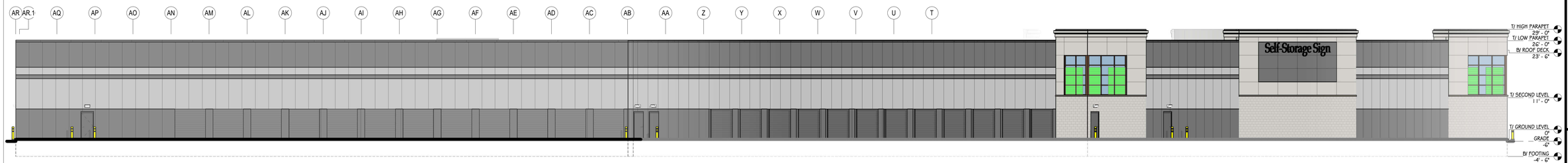
DRAWING #:
A-3
OF 10



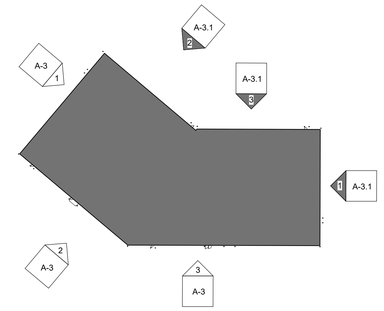
1 / A-3.1 PROPOSED EAST ELEVATION
SCALE: 3/32" = 1'-0"



2 / A-3.1 PROPOSED NORTHEAST ELEVATION
SCALE: 3/32" = 1'-0"



3 / A-3.1 PROPOSED NORTH ELEVATION
SCALE: 3/32" = 1'-0"



4 / A-3.1 KEY PLAN
N.T.S.

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CHICAGO, IL 60622

DRAWING TITLE:
ELEVATIONS

SCALE: AS NOTED

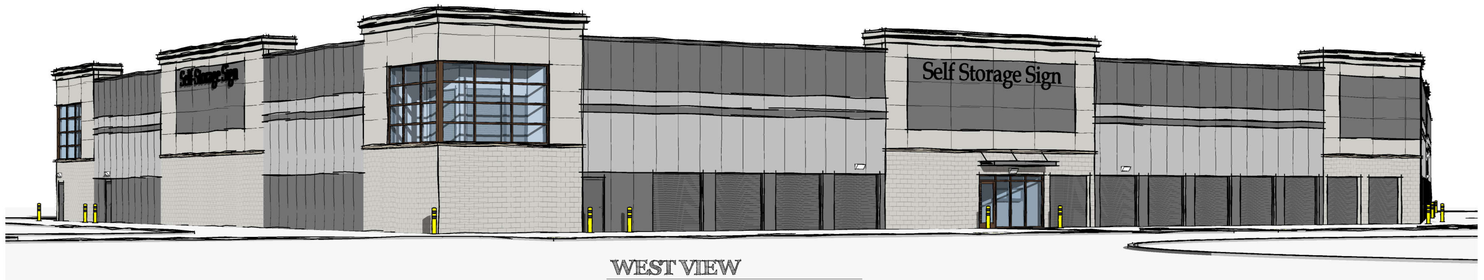
DRAWN BY: FZMC

CHECKED BY: JB

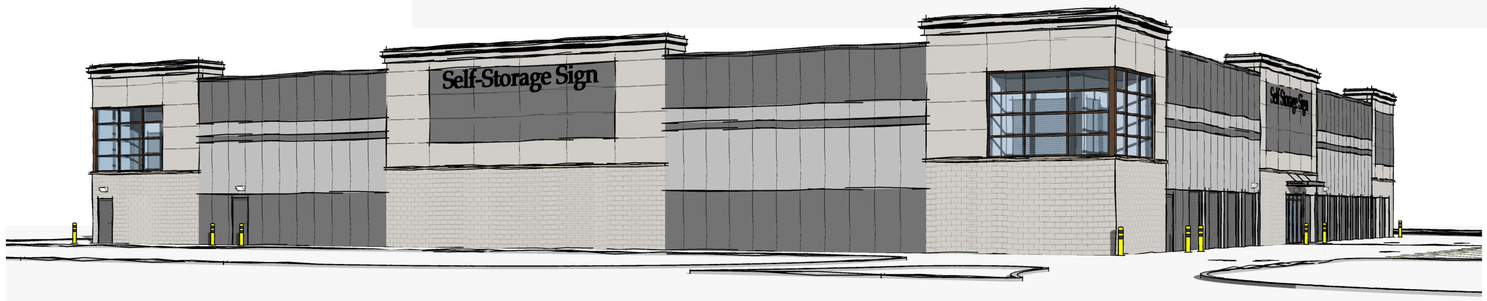
DATE: 08/14/24

ISSUED FOR:
REVIEW

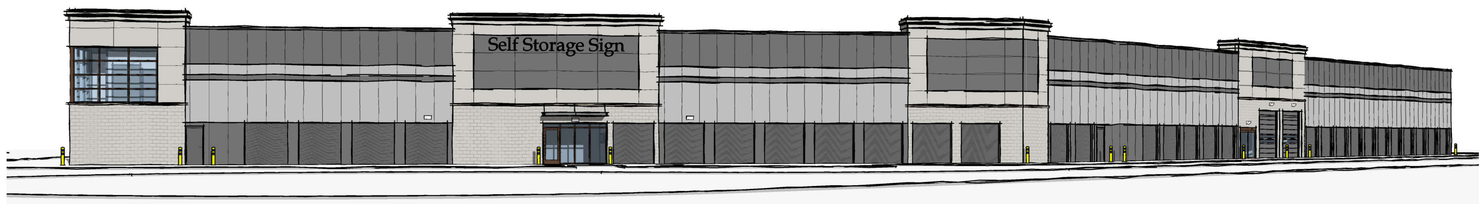
DRAWING #:
A-3.1
OF 10



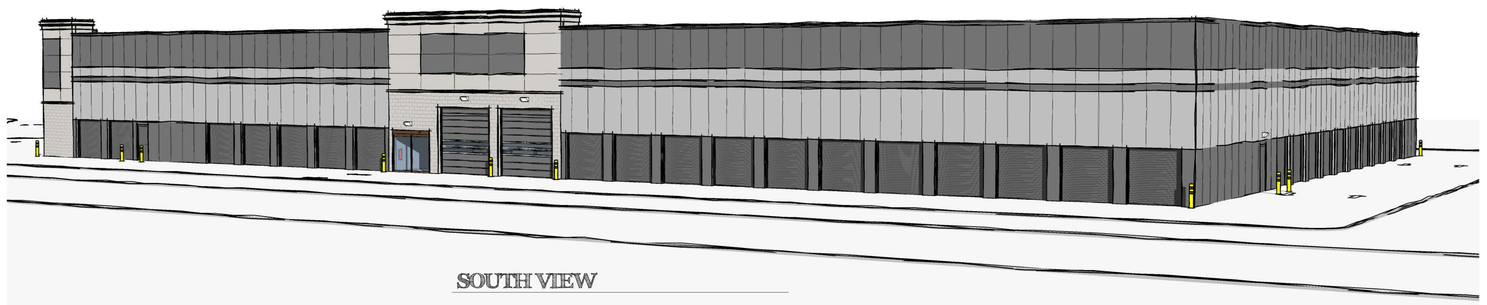
WEST VIEW



NORTHWEST VIEW



SOUTHWEST VIEW



SOUTH VIEW

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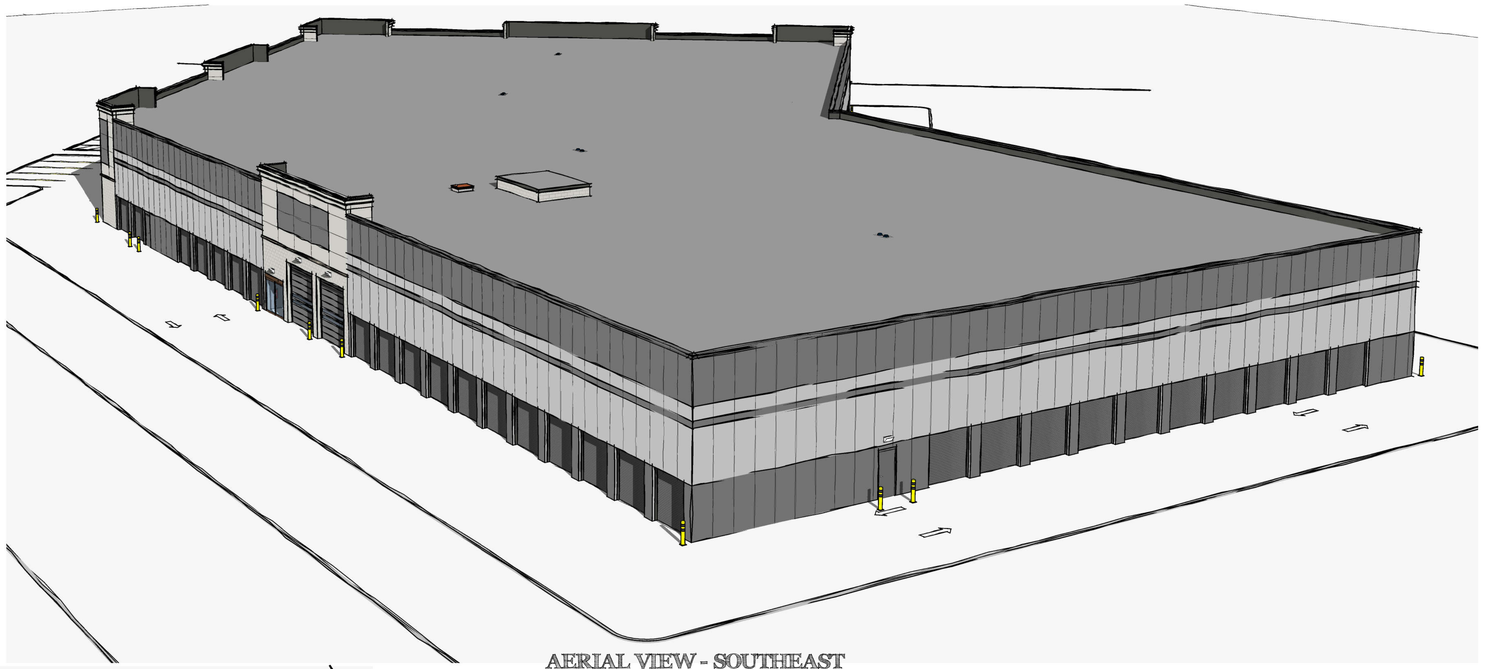
CLIENT:
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2123 WALTON ST.
CHICAGO, IL 60622

DRAWING TITLE:
PERSPECTIVES

SCALE: AS NOTED
DRAWN BY: FZMC
CHECKED BY: JB

DATE: 08/14/24
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REVIEW

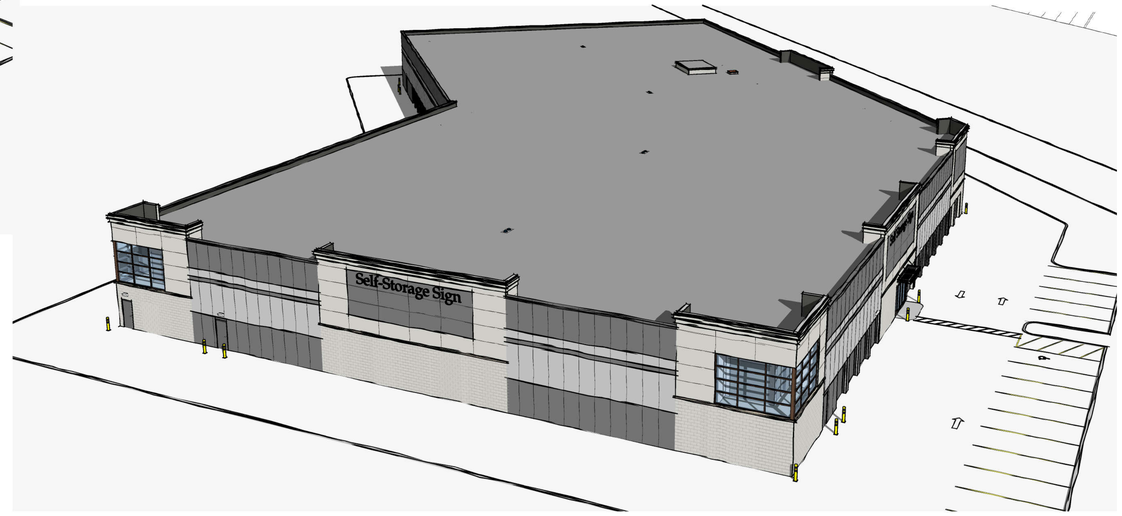
DRAWING #:
A-4
OF 10



AERIAL VIEW - SOUTHEAST



AERIAL VIEW - SOUTHWEST



AERIAL VIEW - WEST

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2123 WALTON ST.
CHICAGO, IL 60622

DRAWING TITLE:
PERSPECTIVES

SCALE: AS NOTED
DRAWN BY: FZMC
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DATE: 08/14/24
ISSUED FOR:
REVIEW

DRAWING #:
A-4.1
OF 10

PLANT SUMMARY

	Required	Provided
Perimeter: P-Lots @ ROW *(154 L.F. along parking spaces)*		
Total Trees	4	5
Total Shrubs	40	60
Foundation Landscape		
Planting Area *(5' wide)*	Yes	No
Buffer Landscape *(adjacent to residential on East)*	Yes	Extg. Woodland to remain
South Boundary *(803 L.F.)*:		
Planting Area *(50' wide)*	Yes	No / Yes
Total Trees - Canopy	16	51*
Total Trees - Ornamental	48	0
Total Trees - Evergreen	32	4
Shrubs	193	49 + 48 grasses + **
East Boundary *(608 L.F.)*:		
Planting Area *(50' wide)*	Yes	Yes
Total Trees - Canopy	12	16+***
Total Trees - Ornamental	36	0+***
Total Trees - Evergreen	24	0+***
Shrubs	146	0+***

*Total includes (51) existing trees.

**Existing scrub underbrush to remain undisturbed.

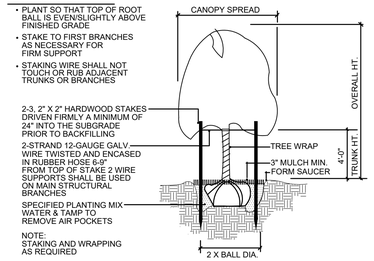
***Existing scrub woodland to remain undisturbed (some areas not inventoried b/c they are outside of the construction limits, so total existing trees unknown).

PLANT & MATERIALS LIST

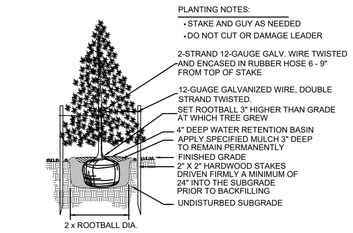
CODE	QTY	SIZE	BOTANIC NAME	COMMON NAME	DIVERSITY
Shade Trees					
AS	1	2.5" caliper	Acer saccharum	Sugar Maple	4.00%
CO	2	2.5" caliper	Celtis occidentalis	Hackberry	8.00%
GTI	3	2.5" caliper	Gleditsia triacanthos var. inermis	Thornless Common Honeylocust	12.00%
TSS	3	2.5" caliper	Tilia tometosa 'Sterling Silver'	Sterling Silver Linden	12.00%
Ornamental/Understory Trees					
AC	3	8' high	Amelanchier canadensis	Shadblow Serviceberry	12.00%
CM	3	2.5" caliper	Cornus mas	Cornelian Cherry	12.00%
HV	4	8' high	Hamamelis vernalis	Vernal Witchhazel	16.00%
VP	3	8' high	Viburnum prunifolium	Blackhaw Viburnum	12.00%
Evergreen Trees					
PGD	3	6' high	Picea glauca 'Densata'	Black Hills Spruce	12.00%
Evergreen Shrubs					
JCSG	32	3 Gal./24"	Juniperus chinensis 'Sea Green'	Sea Green Juniper	12.60%
TCGW	17	24" wide	Taxus cuspidata 'Green Wave'	Green Wave Japanese Yew	6.69%
Medium - Large Deciduous Shrubs					
CSI	15	36" high	Cornus sericea 'Isanti Redtwig'	Isanti Redtwig Dogwood	5.91%
HPLL	8	36" high	Hydrangea paniculata 'Little Lime'	Little Lime Panicle Hydrangea	3.15%
SMP	21	36" high	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	8.27%
SXP	17	36" high	Syringa x 'Penda'	Bloomerang Lilac	6.69%
VC	27	36" high	Viburnum carlesii	Koreanspice Viburnum	10.63%
Small Deciduous Shrubs					
ALSM	47	5 Gal./24"	Aronia melanocarpa 'UCONNAM165'	Low Scape Mound Black Chokeberry	18.50%
RGL	70	5 Gal./24"	Rhus aromatica 'Gro-Low'	Gro Low Sumac	27.56%
Ornamental Grasses					
CKF3	48	3 Gal.	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	-
PAH3	13	3 Gal.	Pennisetum alopecuroides 'Hameln'	Hamlen Dwarf Fountain Grass	-
Perennials					
AXB	30	1 Gal.	Amsonia x 'Blue Ice'	Blue Ice Blue Star	-
HHR	30	1 Gal.	Hemerocallis x 'Happy Returns'	Happy Returns Daylily	-
NBW	32	1 Gal.	Nepeta faassenii 'Blue Wonder'	Blue Wonder Catmint	-
SMH	30	1 Gal.	Stachys monieri 'Hummelo'	Hummelo Lamb's Ear	-
Materials					
-	536	L.F.	-	Split Rail Fence	-
-	5	C.Y.	*(760 S.F. @ 2" depth)*	River Rock	-
-	13	C.Y.	-	Soil Amendments	-
-	36	C.Y.	-	Shredded Hardwood Mulch	-
-	825	S.F.	-	Kentucky Bluegrass Blend Sod	-
-	14,000	S.F.	-	Kentucky Bluegrass Blend Seed & Blanket	-
-	TBD	S.F.	-	Restoration: Turf Seed & Blanket	-
-	31,800	S.F.	-	Detention Area Treatment *(natives/turf)*	-

NOTE! REFER TO SHEET L0.2 FOR PLANT SYMBOLS KEY.

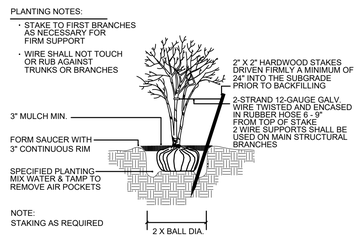
PLANTING DETAILS



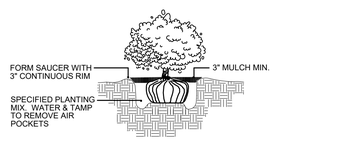
TREE PLANTING & STAKING
NOT TO SCALE



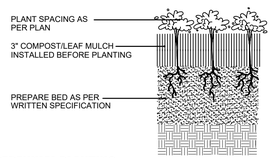
EVERGREEN TREE PLANTING
NOT TO SCALE



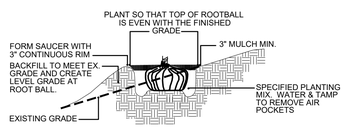
MULTI-TRUNK TREE STAKING
NOT TO SCALE



SHRUB PLANTING
NOT TO SCALE



PERENNIAL PLANTING
NOT TO SCALE



HILLSIDE PLANTING
NOT TO SCALE

NOTES - GENERAL LANDSCAPE

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
2. CALL J.U.L.I.E. UTILITY LOCATING SERVICE (TEL 800.892.0123), 48 HOURS PRIOR TO THE START OF ANY DIGGING.
3. GENERAL PLANT NOTES:
   A. ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
   B. ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
   C. ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 50 MILES).
   D. PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT. PLANTS SHALL NOT BE PRUNED/HEDGED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD OBSTRUCTION).
   E. ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER, AND SIMILAR SIGNS OF DEFERRED MAINTENANCE.
4. LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SPREADING TOPSOIL (6"-12" DEEP), FINE GRADING, AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS, PRIOR TO INSTALLING ANY PLANT MATERIAL.
6. PRIOR TO SPREADING TOPSOIL, THE LANDSCAPE CONTRACTOR SHALL INSPECT AND ACCEPT ALL BASE GRADES. ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
7. ALL SHRUB, GROUNDCOVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE PREPARED WITH A SOIL AMENDMENT MIX - 1/3 TOPSOIL, 1/3 MUSHROOM COMPOST, AND 1/3 TORPEDO SAND. MATERIAL SHALL BE ROTO-TILLED JUST PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
8. ALL PLANTING ISLANDS SHALL BE MOUNDED TO PROVIDE POSITIVE DRAINAGE.
9. ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SPADED EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
10. ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NON-DYED, BROWN).
11. LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE WITH LANDSCAPE MAINTENANCE CONTRACTOR, TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
12. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
14. EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
15. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
16. PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
17. PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD, AT THE COST TO THE CONTRACTOR.
18. CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS PER SPECIFICATIONS. PLANTING SOIL SHALL BE AMENDED PER SPECIFICATIONS.
19. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
20. ALL TURF SHALL SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL, NOT PEAT), PER VILLAGE, SEED IS NOT ALLOWED.
21. CONTRACTOR SHALL RESTORE LAWN AREAS THAT HAVE REMAINED PARTIALLY INTACT, TOP DRESSING WITH SOIL, SCARIFYING, AND SEEDING TO FORM A SMOOTH, FULL, EVEN LAWN, FREE OF BARE SPOTS, INDENTATIONS, AND WEEDS.
22. LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY. CONTRACTOR IS RESPONSIBLE FOR ERECTING AND INSTALLING PROPERLY BUILT AMENITIES PER CODE, PER SITE CONDITIONS (FINAL GRADING & UTILITY LOCATIONS), AND PER AREA CLIMATE CONDITIONS. ALL LANDSCAPE SITE DETAILS FOR STRUCTURES AND FOOTINGS SHALL BE REVIEWED & APPROVED BY A STRUCTURAL ENGINEER.
23. CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL.
24. (IF APPLICABLE) CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

PROJECT TEAM

DEVELOPER:
DESIGN BUILD STORAGE, LLC
P.O. BOX 3517
BARRINGTON, IL 60011
TEL (847) 417-4550

CONTACT: JIM LAPETINA

ARCHITECT:
ARCHITECTS' STUDIO
257 N. WEST AVENUE, SUITE 100
ELMHURST, IL 60126
TEL (630) 617-5990

CONTACT: JEFF BUDGELL

CIVIL ENGINEER:
NORTHWESTERN ENGINEERING CONSULTANTS
675 N. NORTH COURT, SUITE 160
PALATINE, IL 60067
TEL (847) 520-8410

CONTACT: DAN HAVLIR

ARBORIST:
THE DAVEY RESOURCE GROUP
MILWAUKEE, WI
TEL (414) 517-1695

CONTACT: PETE SORENSEN

ECOLOGIST:
INDIGO ECOLOGICAL DESIGN
P.O. BOX 26
ALGONQUIN, IL 60102
TEL (810) 923-6582

CONTACT: STACEY LIBRA

LANDSCAPE ARCHITECT:
DICKSON DESIGN STUDIO, INC.
9 CRYSTAL LAKE ROAD, SUITE 110
LAKE IN THE HILLS, IL 60156
TEL (224) 241-8181

CONTACT: SHARON DICKSON / JEFF TORRENS

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TREE CONDITION RATING SCALE
NOTES - TREE PRESERVATION
DETAILS: TREE PROTECTION FENCE

L0.3 TREE INVENTORY - ONSITE
TREE SUMMARY - ONSITE REMOVALS
TREE INVENTORY - OFFSITE

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L1.1 TREE PRESERVATION / REMOVAL PLAN - DETAIL SHEET L1.1

L1.2 TREE PRESERVATION / REMOVAL PLAN - DETAIL SHEETS L1.2 A & L1.2 B

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FENCE DETAIL: SPLIT-RAIL, 3' HIGH

L2.1 BASIN PLANT & MATERIALS LIST
NATIVE PLANTING NOTES
BASIN MANAGEMENT NOTES

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241 8181

CLIENT NAME AND ADDRESS

DESIGN BUILD STORAGE, LLC
BARRINGTON, IL

PLAN DATE

SEPTEMBER 21, 2023

REVISIONS

1.	12/6/23 PER CITY COMMENTS
2.	6/20/24 PER CITY COMMENTS (ARCH & SITE PLAN REVISIONS)
3.	8/06/24 BASIN GRADING
4.	8/20/24 PER CITY COMMENTS (ADDITIONAL LANDSCAPING)
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6.	
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PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, IL

TREE PRESERVATION / REMOVAL & LANDSCAPE PLANS - COVER

SHEET NUMBER

L0.1

PLANT SYMBOLS KEY

NOTE!
NOT ALL PLANT SYMBOLS MAY BE DEPICTED ON PLANS.

EXISTING DECIDUOUS TREE

EXISTING EVERGREEN TREE

EXISTING SHRUBS & PERENNIALS

SHADE / CANOPY TREES, 2.5"+ CALIPER

ORNAMENTAL TREES, 8'-10'+ TALL

EVERGREEN TREES, 6'-10'+ TALL

LARGE, DECIDUOUS SHRUBS, 36"-48" TALL

SMALL, DECIDUOUS SHRUBS, 18"-24" TALL

SMALL, EVERGREEN SHRUBS, 24" TALL/WIDE

LARGE, ORNAMENTAL GRASS, 3 GALLON

SMALL ORNAMENTAL GRASS, 1 GALLON

PERENNIAL FLOWERS & GROUNDCOVER, 1 GALLON

KEY: TREE CONDITION RATING

Condition Rating Scale:

Note! Davey's rating, (City of Crystal Lake's equivalent rating)

1 - Very Good (Excellent)
The tree is typical of the species, has less than 10% deadwood in the crown that is attributable to normal cause, has no other observed problems, and requires no remedial action.

2 - Good (Good to Fair)
The tree is typical of the species and/or has less than 20% deadwood in the crown, only one or two minor problems that are easily corrected with normal care.

3 - Fair (Fair)
The tree is not typical of the species and/or has less than 30% deadwood in the crown, one or two minor problems that are not eminently lethal to the tree, and no significant decay or structural problems, but the tree must have remedial care above normal care in order to minimize the impact of future stress and to ensure continued health.

4 - Poor (Fair to Poor)
The tree is typical of the species and/or has significant problems such as 30% to 50% deadwood in the crown, serious decay or structural defect, insects, disease or other problems that can be eminently lethal to the tree or create a hazardous tree if not corrected in a short period of time or if the tree is subjected to additional stress.

5 - Critical (Poor)
The tree is not typical of the species and/or has over 50% deadwood in the crown, major decay or structural problems, is hazardous or is severely involved with insects, disease, or other problems, that even if aggressively corrected, would not result in the long-term survival of the tree.

6 - Dead (Dead)
Less than 10% of the tree shows signs of life.

NOTES - TREE PRESERVATION

1. TREE PRESERVATION:

   A. **ALL WORK MUST BE PERFORMED ACCORDING TO THE APPROVED TREE PRESERVATION PLAN. IT IS STRONGLY RECOMMENDED TO DOCUMENT GOOD STEWARDSHIP PRACTICES DURING CONSTRUCTION. IF REQUIRED, PRIOR TO COMMENCING ANY DEMOLITION / CONSTRUCTION ACTIVITY, NOTIFY MUNICIPAL FORESTRY DEPARTMENT (NOTIFY AT LEAST 48 HOURS IN ADVANCE OF WORK).**

   B. AN APPROVED TREE PRESERVATION PLAN MUST BE AVAILABLE AT THE BUILDING SITE.

   C. PRIOR TO ANY DEMOLITION / CONSTRUCTION ACTIVITY, INSTALL TREE PRESERVATION FENCE AND PERFORM ROOT PRUNING FOR ALL PROTECTED TREES.

   D. FENCE THE CRITICAL ROOT ZONE (CRZ) / CANOPY DRIP-LINE, OF THE ENTIRE EXISTING TREE TO BE PRESERVED, WITH TREE PROTECTION FENCE. FENCE TO PREVENT WOUNDS TO THE TREE & SOIL COMPACTION. POST THE FENCE WITH A SIGN STATING, "TREE PROTECTION ZONE - KEEP OUT".

   E. ALL REQUIRED TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL THE TIME OF FINISH GRADING AND LANDSCAPING.

   F. NO TRENCHING SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES FOR ANY CONSTRUCTION ACTIVITY, UNLESS PRE-APPROVED BY PROJECT ARBORIST &/OR PROJECT LANDSCAPE ARCHITECT.

   G. NO GRADE CHANGES SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES OF TREES FOR ANY CONSTRUCTION ACTIVITY.

   H. SHOULD IT BE NECESSARY TO TRENCH WITHIN THE CRZ FOR UTILITIES, INCLUDING DISCONNECTION OR CAPPING OF EXISTING UTILITIES, ALL TRENCHES SHALL BE HAND DUG. NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS NO OTHER ALTERNATIVE IS FEASIBLE. ALL SMALLER ROOTS THAT REQUIRE CUTTING, SHALL BE CUT WITH A SHARP PRUNING SAW. CUTS SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH. IF AT ANY TIME, TWENTY-FIVE PERCENT (25%) OF THE AREA WITHIN THE CRZ IS BEING SEPARATED FROM THE TREE BY A TRENCH, THEN THE LINE SHALL BE EITHER RELOCATED OR INSTALLED USING TRENCH-LESS METHODS.

   I. LOCATE THE PROPOSED WATER AND SEWER LINES OUTSIDE OF THE TREE PROTECTION ZONE OR INSTALL THE SEWER AND WATER UTILITIES USING TRENCH-LESS METHODS. AUGER THROUGH THE ENTIRE TREE PROTECTION ZONE, LOCATE PITS OUTSIDE OF THE TREE PROTECTION ZONE.

   J. THE PROPOSED WATER SERVICE LINE VALVES (B-BOXES), ARE TO BE TEN FEET (10') FROM PRESERVED TREES. IF FUTURE UTILITY EXCAVATIONS NEED TO OCCUR, THIS REDUCES THE CHANCES OF EXTENSIVE STEM OR ROOT DAMAGE, WHICH COULD LEAD TO TREE DECLINE.

   K. AT NO TIME SHALL ANY EQUIPMENT, MATERIALS, SUPPLIES OR FILL SOIL BE ALLOWED IN THE TREE PROTECTION ZONE(S). DO NOT STORE EXCAVATED SOIL OR THE DUMPSTER WITHIN THE DRIP-LINE (CRZ) OF THE PRESERVED TREE(S).

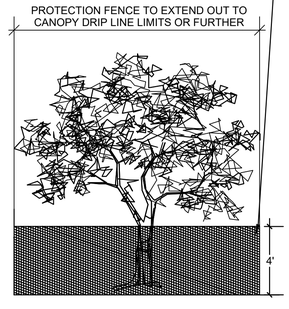
   L. **REMOVAL OF ANY HARDSCAPE WITHIN THE TREE PROTECTION ZONES WILL BE DONE BY HAND.** NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS THERE IS NO ALTERNATIVE FEASIBLE. CUTS WILL BE MADE WITH A SHARP PRUNING SAW TO AVOID TEARING AND WILL BE FLUSH WITH THE TREE SIDE OF THE TRENCH.

   M. THE TREE PROTECTION ZONE MAY BE MULCHED TO IMPROVE THE GROWING CONDITIONS FOR TREE ROOTS AND TO MINIMIZE MAINTENANCE OF THE LAWN.

   N. ALL OFF-SITE TREES SHALL BE PRESERVED.

   O. EXISTING TREES SHOWN TO REMAIN SHALL BE PRESERVED TO THE BEST EXTENT POSSIBLE, PENDING FINAL SITE PLAN, FINAL CIVIL ENGINEERING, AND/OR ANY UNFORESEEN ISSUES.

DETAIL: TREE PROTECTION FENCE



FENCE TO BE PROVIDED AROUND ALL OFF-SITE TREES WHOSE CANOPY DRIP-LINE EXTENDS ACROSS BOUNDARIES OF PROJECT SITE.

FENCE IS FOR PROTECTION OF ZOOT ZONES.

FENCE SHALL REMAIN IN PLACE ON PROJECT SITE UNTIL ADJACENT CONSTRUCTION IS COMPLETE.

FENCE SHALL BE 4' TALL, ORANGE, SNOW-FENCE (OR APPROVED EQUAL), POSTED WITH A SIGN THAT READS:
"TREE PROTECTION ZONE - KEEP OUT"

SECURE FENCE TO WOODEN STAKES OR METAL POLES, SPACED NO GREATER THAN 8' ON CENTER

NOTE!
AFTER EXISTING TREES ARE FENCED, NOTHING IS TO BE DISTURBED, STORED, PARKED, ETC., INSIDE CONSTRUCTION FENCE. REMOVE FENCE ONLY AFTER ALL CONSTRUCTION WORK HAS BEEN COMPLETED.

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STUDIO
9 CRYSTAL LAKE ROAD,
SUITE 110
LAKE IN THE HILLS, IL 60156
224 241 8181

CLIENT NAME AND ADDRESS

DESIGN BUILD STORAGE, LLC
BARRINGTON, IL

PLAN DATE

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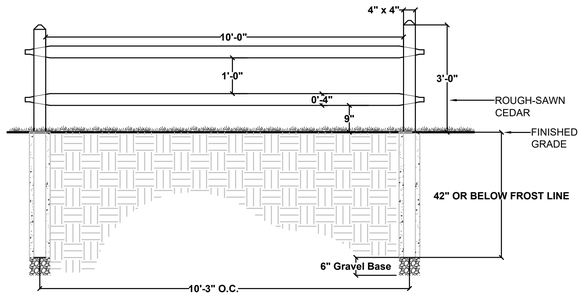
PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, IL

TREE PRESERVATION / REMOVAL PLAN: NOTES & DETAILS

SHEET NUMBER

L0.2



FENCE DETAIL: SPLIT-RAIL, 3' HIGH

SCALE: 1/2" = 1'-0"

NORTH

LANDSCAPE PLAN

SCALE: 1" = 40'-0"

0 20' 40' 80'

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9 CRYSTAL LAKE ROAD
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PROJECT NAME AND SHEET TITLE

SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, IL

LANDSCAPE PLAN

SHEET NUMBER

L2.0

SELF STORAGE FACILITY

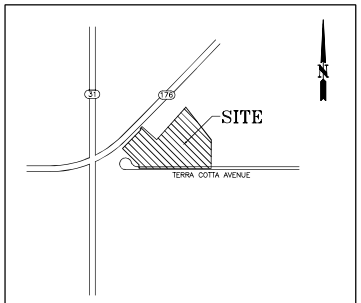
FINAL ENGINEERING
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, ILLINOIS

NOTE "X"
IT IS BROUGHT TO THE CONTRACTOR'S ATTENTION THAT THE PROPOSED CONSTRUCTION WORK SHOWN WILL REQUIRE WORK UNDERNEATH EXISTING OVERHEAD POWER LINES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING COMMONWEALTH EDISON AND ALL OTHER UTILITY COMPANIES WITH WIRES ON POLES AND REVIEWING THIS SITUATION WITH THEM PRIOR TO ANY WORK ON THE SITE. COMMONWEALTH EDISON AND OTHER UTILITY COMPANIES WITH LINES ON THE POLES SHALL TAKE ANY APPROPRIATE STEPS NECESSARY (RELOCATING OR RAISING THE WIRES) TO ENSURE THAT THERE IS NO POSSIBLE CONFLICT BETWEEN ANY POSSIBLE FUTURE OPERATIONS AND THE OVERHEAD WIRES. PRIOR TO PLACING ANY FILL IN THE VICINITY OF THESE WIRES, THE CONTRACTOR SHALL VERIFY THAT ALL REQUIRED UTILITY RELOCATIONS HAVE BEEN PERFORMED BY COMMONWEALTH EDISON AND THE OTHER UTILITY COMPANIES, AND THE POSSIBILITY OF ANY CONFLICTS HAS BEEN TOTALLY ELIMINATED. THE CONTRACTOR SHALL USE EXTREME CAUTION OPERATING EQUIPMENT UNDER OR NEAR THE OVERHEAD WIRES, AND SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF WORKERS AND EQUIPMENT WORKING UNDER OR NEAR THE OVERHEAD WIRES.

SPECIAL NOTE PER CITY
Prior to final closeout of the project the following must be provided to the City:
a. All stormwater management features must be placed within a deed or plat restriction.
b. A maintenance plan stating the proposed maintenance activities, who is responsible and identifying a funding source must be recorded and provided to the City.
c. Approved as-built survey of all stormwater features must be provided to the City.

CITY OF CRYSTAL LAKE APPENDIX 3 STANDARD DRAIN TILE NOTES
1. Drain tiles disturbed during regulated development shall be reconnected by those responsible for the disturbance, unless the development plans specify abandonment of the drain tiles.
2. All abandoned drain tiles within disturbed areas shall be removed in their entirety.
3. Drain tiles within the disturbed area of a development shall be replaced, bypassed around the development site or intercepted and connected to the stormwater management system for the development site. The size of the replaced or bypassed drain tile shall be equivalent to the existing drain tile.

GENERAL DEVELOPMENT NOTES
1. All work shall be performed in a manner so as not to unreasonably impair or interfere with the use, occupancy or enjoyment of, or with any business conducted on, any adjacent property.
2. At all times during the performance of any Work all areas other than the construction site proper and the staging area shall be kept free from any loose dirt, debris, equipment or construction materials relating to the work.
3. Upon completion of the Work, Constructing Party shall promptly restore the area to as good or better condition than existed before the use of the area commenced. Restoration shall include, without limitation, clearing the areas of all loose dirt, debris, equipment and construction materials, the repair or replacement of paving, striping and landscaping, and the repair or replacement of any and all damaged areas or improvements.



LOCATION MAP
N.T.S.

LEGEND

EXISTING		PROPOSED
× 631.75	WALK GRADE	×W=631.75
× 630.62	CURB GRADE	×C=630.62
× 630.39	GUTTER GRADE	×G=630.39
× 631.25	PAVEMENT GRADE	×P=631.25
× 633.75	GRADE	×632.51
	TOP OF WALL GRADE	×T/W=630.00
	GROUND GRADE AT BOTTOM OF WALL	×B/W=630.00
630	CONTOUR	630
	CONCRETE CURB	
S	SANITARY SEWER	S
S	STORM SEWER	S
W12"	WATERMAIN	W 12"
× × ×	CHAIN LINK FENCE	
	DITCH FLOWLINE	
	MANHOLE	
	CATCH BASIN	
	INLET BASIN	
	VALVE VAULT	
	VALVE BOX	
	LIGHT POLE	
	WOOD POLE	
	FIRE HYDRANT	
	DIRECTION OF DRAINAGE	
	CONCRETE WALK OR PAVEMENT	
	SILT FENCE	S
	DRY WELL	
	OVERLAND FLOW ROUTE	

OPERATES 24 HOURS 365 DAYS
CALL JULIE 1-800-892-0123
WITH THE FOLLOWING:
COUNTY McHENRY
CITY-TOWNSHIP CRYSTAL LAKE
SEC. & 1/4 SEC. NO. NE 1/4 31-44-8
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

GENERAL NOTES AND SPECIFICATIONS

1. All roadway and pavement construction shall comply with the requirements of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, except as may be modified by the project plans and specifications.
2. All underground construction shall comply with the requirements of the "Standard Specifications for Water and Sewer Main Construction in Illinois", Illinois Municipal League, latest edition, except as may be modified by project plans and specifications.
3. Water mains shall be protected in accordance with the requirements of the Illinois EPA. See Water Main Protection Specifications, this sheet. Minimum water main cover is 6'.
4. All sewer and water main trenches under or within 2 feet of existing or proposed curbs or roadway pavement shall be backfilled with compacted porous granular backfill (IDOT gradation CA-6).
5. Commonwealth Edison, AT&T Telephone, Nicor Gas and other utility company facilities are not necessarily shown on the drawings and must be located in the field prior to construction. Call J.U.L.I.E. (1-800-892-0123) at least 48 hours prior to the start of construction.
6. Any pavement or other improvements disturbed by contractor's operations shall be replaced in kind at no additional cost.
7. Valve vault, catch basin, and manhole covers and rings shall be set in workmanlike manner in a bed of mortar.
8. All elevations shown are NAVD 88 datum.
9. The City of Crystal Lake Building, Public Works, and Engineering Departments shall be notified at least two working days prior to the start of construction. Inspections by the Crystal Lake Engineering Department shall be requested 24 hours in advance.
10. All structures shall be clean at time of final acceptance by the Owner at no additional cost.
11. All work to meet all State and local codes and requirements.
12. Water and sewer locations are shown on the drawing from the best available information and must be located in the field by the contractor prior to construction. Any discrepancy that the contractor may find with the plan shall be immediately reported to the engineer and the City for resolution prior to proceeding with construction.
13. Valve vault lids shall be stamped "City of Crystal Lake Water", storm manhole covers shall be stamped "City of Crystal Lake Storm", and sanitary manhole covers shall be stamped "City of Crystal Lake Sanitary".
14. PVC sewer pipe to be PVC SDR 26 pipe meeting the requirements of ASTM D 3034 with flexible elastomeric joints per ASTM D3212, unless otherwise noted on the drawings.
15. D.I. sewer pipe to be cement-lined ductile iron, Class 52 conforming to ANSI specification A21.51 with push-on rubber gasket joints, ANSI A21.11.
16. Crushed stone bedding 1/4" to 1" in size (class 1A ASTM 2321-00), with a minimum of 12" above pipe and 4" below pipe shall be provided for all sewer construction (IDOT gradation CA-11). See City Standard "Typical Trench Cross Section" detail on sheet C-7.
17. All floor drains shall be connected to the sanitary sewer system. All down spouts and footing drains shall discharge into the storm sewer system.
18. "Band Seal" or similar flexible type couplings shall be used in the connection of sewer pipe of dissimilar materials.
19. Concrete thrust blocks to prevent movement of water main under pressure shall be placed at all tees, valves, and bends of 11 1/4° and greater.
20. Only City of Crystal Lake Water Department personnel may operate water valves.
21. Concrete and reinforced concrete storm sewer to be type and class noted on the drawing with rubber gasket joints conforming to ASTM C-443.
22. Water service lines (2" and smaller) shall be copper water tube, type K, soft temper, for underground service conforming to ASTM B-88 and B251 and also conforming to all City of Crystal Lake requirements. Water mains and service lines larger than 2" shall be cement-lined ductile iron, Class 52, conforming to ANSI specification A21.51 with push-on rubber gasket joints. All fittings to be cement lined. Sterilization and pressure testing in accordance with the local governing authority's requirements is inclused.
23. The contractor(s) shall indemnify, hold harmless and defend the owner, Northwestern Engineering Consultants, P.C. and the municipality, their agents, etc. from all liability involved with the construction, installation and testing of the work on this project.
24. All concrete used shall be I.D.O.T. Class SI, except for concrete pavement which shall be I.D.O.T. Class PV.
25. When connecting to an existing sewer main by means other than an existing wye, tee, or an existing manhole, the following method shall be used:
    A. Circular saw-cut of sewer main by proper tools ("Sewer-Tap" machine or similar) and proper installation of hub-wye saddle or hub-tee saddle.
    B. Remove an entire section of pipe (breaking only the top of one bell) and replace with a wye or tee branch section.
    C. With pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using "Band-Seal" or similar couplings to hold it firmly in place.
26. See City of Crystal Lake Standard Storm Tile Notes, this sheet.
27. The contractor is responsible for maintaining a clean construction area and shall remove debris resulting from his operations. Open trenches or other construction hazards shall be protected with barricades at the end of each day's operations.
28. The contractor shall be responsible for compliance with all of the requirements of the Occupational Safety and Health Act including those requirements for open cut trenches and sheeting and bracing as required. At no time will the engineer or any of his employees be held liable, either directly or as third party participants to any litigation concerned with the construction project.
29. All existing buildings, foundations, utilities, landscaping, fences, and other improvements on adjacent properties shall be protected at all times during construction. The contractor is responsible to provide and install any materials, equipment, and/or manpower necessary to accomplish this.
30. In order to prevent damage due to settlement, structural support shall be provided for the upper pipe at all water main/sewer crossings in accordance with standard drawings 19, 20, 21, 22, and/or 23 (whichever is applicable to the particular situation) as shown in the "Standard Specifications for Water and Sewer Main Construction in Illinois", 2014 edition.
31. The sanitary sewers shall be tested in accordance with City of Crystal Lake Engineering Department requirements per ASTM C-828 (low pressure air test), with services installed and plugged at property line. All services are to be tested also. If PVC pipe is used, it shall be tested in accordance with all Crystal Lake (City Ordinance No. 2854) and IEPA Requirements (deflection testing shall be performed per Sect. 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois).
32. All construction and traffic control within the highway right-of-ways shall comply with all IDOT, McHenry County Highway Department and City requirements. Pavement, curb, concrete walk or any other improvements disturbed by contractor's operations shall be replaced in kind.
33. All excess excavated material shall become the property of the contractor and shall be removed from the site and legally disposed of by him. The contractor shall have a meeting with the developer prior to the start of earthwork operations to discuss his schedule and plan for the earthwork operations. The contractor shall comply with all the current requirements of the State of Illinois EPA Clean Construction and Demolition Debris (CCDD) Requirements.
34. The contractor and his employees are responsible to comply with all the requirements of the IDOT "Confined Space Entry Policy" as published by IDOT, current edition, insofar as it relates to entry into manholes, sewers, pipes, lift stations, vaults, wet wells, tanks, and other confined spaces that may be involved with this project.
35. Any damage to perimeter street curbs and/or pavement caused by the contractor's activity shall be repaired by the contractor.
36. Subgrade preparation for all pavements shown on the drawings shall include topsoil stripping and removal of any underlying unstable/deleterious material. Fill placement under all paved areas shall be compacted to 95% Modified Proctor density ASTM D-1557 in 9" thick maximum lifts and shall comply with all the recommendations of the soils engineer. Testing and certification as to required subgrade compaction will be required.
37. All work shall comply with the IEPA "Standard Specifications for Soil Erosion and Sediment Control" current edition. The contractor shall take whatever steps are necessary to control erosion on the site. Erosion control features shall be constructed concurrently with other work on the site. The contractor shall take sufficient precaution to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or minimize siltation of streams, lakes and reservoirs. Hauling will not be allowed when the work site is too wet to maintain acceptable conditions on adjacent streets. Adjacent streets and driveways shall be manually or mechanically swept periodically as may be required to maintain clean conditions. See Erosion and Sedimentation Control Plan on Sheet C-5.
38. All streetlighting material and construction shall comply with the State of Illinois "Standard Specifications for Road and Bridge Construction" current edition, "American Standard Practice for Roadway Lighting" current edition, the National Electric Code, current edition, and the current City of Crystal Lake standards.
39. Manholes shall be located out of sidewalks. Curb inlets shall be located out of crosswalk.
40. The contractor shall prepare, and obtain approval for from the City Public Works Department, a flushing and chlorination plan for the water mains before this work is commenced. The cost of corporation stops, copper water pipe, etc. required for chlorination, testing, and flushing will not be paid for separately but shall be included in the contractor's total price bid for water main items.
41. The design engineer shall not be responsible for the means, methods, procedures, techniques, or sequences of construction not specified herein, nor for the safety on the job site, nor shall the design engineer be responsible for the contractor's failure to carry out the work in accordance with the contract documents.
42. The contractor is advised that the site contains trees, scrub trees, and brush. The contractor shall make his own investigation and shall include the cost of tree and brush removal as required for this construction project in his total price bid. Any trees whose trunk is located on both sides of any property line shall remain and be protected, unless written permission is obtained from the adjoining property owner to remove said trees. Contractor shall verify the exact scope of landscape material removal/preservation with the landscape drawings.
43. Where there is a conflict between the "General Notes and Specifications" and the City of Crystal Lake Standard Notes, Specifications and Details, the City of Crystal Lake Standard Notes, Specifications and Details shall govern.
44. A preconstruction meeting with applicable City officials, contractors and the owner/developer shall be scheduled prior to the commencement of construction.
45. Proofrolling of the parking lot subgrade in the presence of the City Inspector is required prior to the installation of the base course.

WATER MAIN PROTECTION SPECIFICATIONS
Water mains and water service lines shall be protected from sanitary sewers, storm sewers, combined sewers, house sewer service connections and drains as follows:

A. HORIZONTAL SEPARATION – WATER MAINS AND SEWERS

1. Water mains shall be located at least ten (10) feet horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer or sewer service connection.

2. Water mains may be located closer that ten (10) feet to a sewer line when permitted in writing by a local code official and when:
   (a) local conditions prevent a lateral separation of ten (10) feet
   (b) the water main invert is at least eighteen (18) inches above the crown of the sewer; and
   (c) the water main is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.

3. When it is impossible to meet (1) or (2) above, both the water main and drain or sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards of construction. The drain or sewer shall be pressure tested to the maximum expected surcharge head before backfilling.

B. VERTICAL SEPARATION – WATER MAINS AND SEWERS

1. A water main shall be separated from a sewer so that its invert is a minimum of eighteen (18) inches above the crown of the drain or sewer whenever water mains cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main located within (10) feet horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.

2. Both the water main and sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards of construction when:
   (a) It is impossible to obtain the proper vertical separation as described in (1) above; or
   (b) the water main passes under a sewer or drain.

3. A vertical separation of eighteen (18) inches between the invert of the sewer or drain and the crown of the water main shall be maintained where a water main crosses under a sewer. Support the sewer or drain lines to prevent settling and breaking the water main.

4. Construction shall extend on each side of the crossing until the perpendicular distance from the water main to the sewer or drain line is at least ten (10) feet.

INDEX OF DRAWINGS

C-1	TITLE SHEET
C-2	SITE PLAN
C-3	GRADING AND DRAINAGE PLAN
C-4	UTILITY PLAN
C-5	STORM WATER POLLUTION PREVENTION PLAN
C-6	DETAILS-DRAINAGE AND STORM SEWER
C-7	DETAILS-GENERAL UTILITIES & EROSION CONTROL
C-8	DETAILS-SANITARY & STANDARD NOTES & SPECS
C-9	DETAILS-WATER MAIN & ACCESSIBLE RAMPS
C-10	DETAILS-ROADWAY AND TRAFFIC
C-11	IDOT HIGHWAY STANDARDS
C-12	IDOT HIGHWAY STANDARDS
C-13	DEMOLITION PLAN
C-14	DETAILS-ILLINOIS URBAN MANUAL AND GRADING DETAILS

SPECIAL NOTE:
THE CONTRACTOR SHALL AT ALL TIMES CONDUCT HIS WORK IN A MANNER AS TO MINIMIZE HAZARDS TO VEHICULAR AND PEDESTRIAN TRAFFIC. TRAFFIC CONTROLS AND WORK SITE PROTECTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 6 (TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS) OF THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. ALL SIGNS, BARRICADES, FLAGGERS, ETC. REQUIRED FOR TRAFFIC CONTROL SHALL BE FURNISHED BY THE CONTRACTOR. ALL WORK IN THE STATE ROUTE 176 AND TERRA COTTA AVENUE RIGHTS OF WAY SHALL COMPLY WITH ALL IDOT AND CITY STANDARDS AND REQUIREMENTS.

DEVELOPER
MR. JIM LAPETINA
BERMAN LAPETINA ENTERPRISES
2121 W. WALTON STREET
CHICAGO, IL 60622
847-417-4550

ARCHITECT
MR. JEFF BUDDELL
ARCHITECTS' STUDIO
257 N. WEST AVENUE
ELMHURST, IL 60126
630-617-5990

EXISTING IMPROVEMENTS AND TOPOGRAPHY ARE SHOWN BASED ON TOPOGRAPHIC SURVEY PREPARED BY VANDERSTAPPEN SURVEYING DATED AUGUST 9, 2023.

BENCHMARK:
BENCHMARK #1=885.99(NAVD 88 DATUM)=ELEVATION OF THE TOP OF THE WELL LOCATED APPROXIMATELY 15 FEET SOUTH OF THE MOST WESTERLY BUILDING CORNER ON THE SITE. THIS BENCHMARK SHALL BE RELOCATED PRIOR TO SITE DEMOLITION.

REVISIONS

NO.	DATE	DESCRIPTION

DANIEL M. HAVLIN JR. 0062-039375 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
Daniel M. Havlin
7-17-24
LIC. EXP. 11-30-25

PREPARED BY
NORTHWESTERN ENGINEERING CONSULTANTS, P.C.
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695
LICENSE EXPIRES 4-30-25
675 N. NORTH COURT
PALATINE, ILLINOIS 60067
(847) 520-8410
JULY 17, 2024

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NOTE "A":
PROPOSED PAVEMENT STRIPING (TYP.)

NOTE "B":
EXISTING BARRIER CONCRETE CURB AND GUTTER TO REMAIN.

NOTE "C":
PROP. CONCRETE CURB TYPE B. SEE DETAIL, SHEET C-10.

NOTE "D":
SAW CUT AND REMOVE EXISTING DEPRESSED CONCRETE CURB AND GUTTER AS INDICATED. REPLACE WITH NEW BARRIER CONCRETE CURB AND GUTTER, MATCHING EXISTING CURB AND GUTTER. NEW FLOW LINE SHALL MATCH EXISTING FLOW LINE.

NOTE "E":
CONSTRUCT NEW HANDICAP RAMP IN ACCORDANCE WITH CITY, STATE AND ADA REQUIREMENTS (TYPICAL). RAMP SHALL HAVE 24" WIDE RED TRUNCATED DOME DETECTABLE WARNING SURFACE. SEE DETAIL.

NOTE "F":
PROPOSED HANDICAPPED PARKING STALL WITH PAINTED SYMBOL AND POLE SIGN.

NOTE "G":
PROPOSED PAINTED TRAFFIC ARROW (TYP.)

NOTE "H":
PROPOSED PAVEMENT STRIPING, 4" WIDE LINES @45°, 3' O.C.

NOTE "I":
WHERE CONCRETE WALK, CURB OR PAVEMENT IS ADJACENT TO FOUNDATION WALL, INSTALL COMPRESSIBLE FILLER (3/4" MAXIMUM) BETWEEN PAVEMENT AND FOUNDATION WALL. CUT BACK AND PROVIDE SEALANT AT BUILDING WALL. (TYP).

NOTE "K":
NEW DRIVEWAY PAVEMENT IN ROADWAY RIGHT OF WAY SHALL CONSIST OF MINIMUM OF 3500 PSI AIR ENTRAINED CONCRETE, 8" THICK, 6 BAG MIX WITH 6" x 6" – W4 x W4 W.W.F ON 6" CA-6 COMPACTED CRUSHED STONE BASE ON COMPACTED SUBGRADE. SURFACE TO RECEIVE BROOM FINISH AND ONE SEAL COAT.

NOTE "L":
PROPOSED ASPHALT PAVEMENT (SHADED). SEE PARKING LOT PAVEMENT DETAIL, SHEET C-10.

NOTE "M":
PROPOSED 24" WIDE WHITE PAINTED STOP BAR.

NOTE "N":
SAW CUT AND REMOVE EXISTING BARRIER CONCRETE CURB AND GUTTER ACROSS NEW DRIVEWAY AS INDICATED. REPLACE WITH NEW DEPRESSED CONCRETE CURB AND GUTTER ACROSS THE PROPOSED DRIVEWAY, MATCHING EXISTING CURB AND GUTTER. NEW FLOW LINE SHALL MATCH EXISTING FLOW LINE.

NOTE "P":
EXISTING DEPRESSED CONCRETE CURB AND GUTTER TO REMAIN.

NOTE "Q":
PROPOSED STORM WATER MANAGEMENT BASIN. SEE SHEET C-3.

NOTE "R":
PROPOSED PIPE BOLLARD (TYP.). SEE DETAIL, SHEET C-10.

NOTE "S":
PROPOSED CONCRETE PAD FOR ELECTRICAL TRANSFORMER. SEE ELECTRICAL DRAWINGS.

NOTE "T":
PROPOSED LANDSCAPED AREA. SEE LANDSCAPING DRAWINGS.

NOTE "U":
RESTORE DISTURBED AREAS OF IL 176 RIGHT OF WAY WITH 4" TOPSOIL (MIN.), IDOT CLASS 2A SALT TOLERANT SEEDING AND EROSION CONTROL BLANKET.

NOTE "V":
PROPOSED CONCRETE STOOP AT DOOR. SEE ARCHITECTURAL DRAWINGS.

NOTE "W":
EXISTING OVERHEAD BILLBOARD ON POLE TO BE REMOVED. GENERAL CONTRACTOR SHALL COORDINATE WORK WITH BILLBOARD OWNER.

NOTE "X":
PROPOSED 30"x30" R1-1 STOP SIGN MOUNTED ON METAL POST.

NOTE "Z":
PROPOSED 30"x36" R3-5 RIGHT TURN ONLY SIGN, MOUNTED ON METAL POST.

NOTE "AA":
PROPOSED 30"x30" R3-2 NO LEFT TURN SIGN MOUNTED ON METAL POST.

NOTE "BB":
PROPOSED 194 LF DECORATIVE BLOCK RETAINING WALL. SEE SHEET C-3.

NOTE "CC":
INSTALL 184 LF 3' HIGH, 2-RAIL SPLIT RAIL WOOD FENCE.

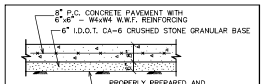
NOTE "DD":
EXISTING WOOD UTILITY POLE TO BE RELOCATED BY UTILITY COMPANY. GENERAL CONTRACTOR SHALL COORDINATE WORK WITH UTILITY COMPANY.

NOTE "EE":
PROPOSED 365 LF DECORATIVE BLOCK RETAINING WALL. SEE SHEET C-3.

NOTE "FF":
INSTALL 355 LF 3' HIGH, 2-RAIL SPLIT RAIL WOOD FENCE.

NOTE "GG":
MEDIAN AREA OF ISLAND SHALL BE RESTORED WITH 4" TOPSOIL (MIN.), IDOT CLASS 2A SALT TOLERANT SEEDING AND EROSION CONTROL BLANKET.

NOTE "HH":
PROPOSED 24"x30" R4-7 KEEP RIGHT SIGN, MOUNTED ON METAL POST.



CROSS-SECTION OF PROPOSED CONCRETE DRIVEWAY PAVEMENT IN IL ROUTE 176

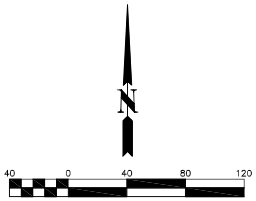
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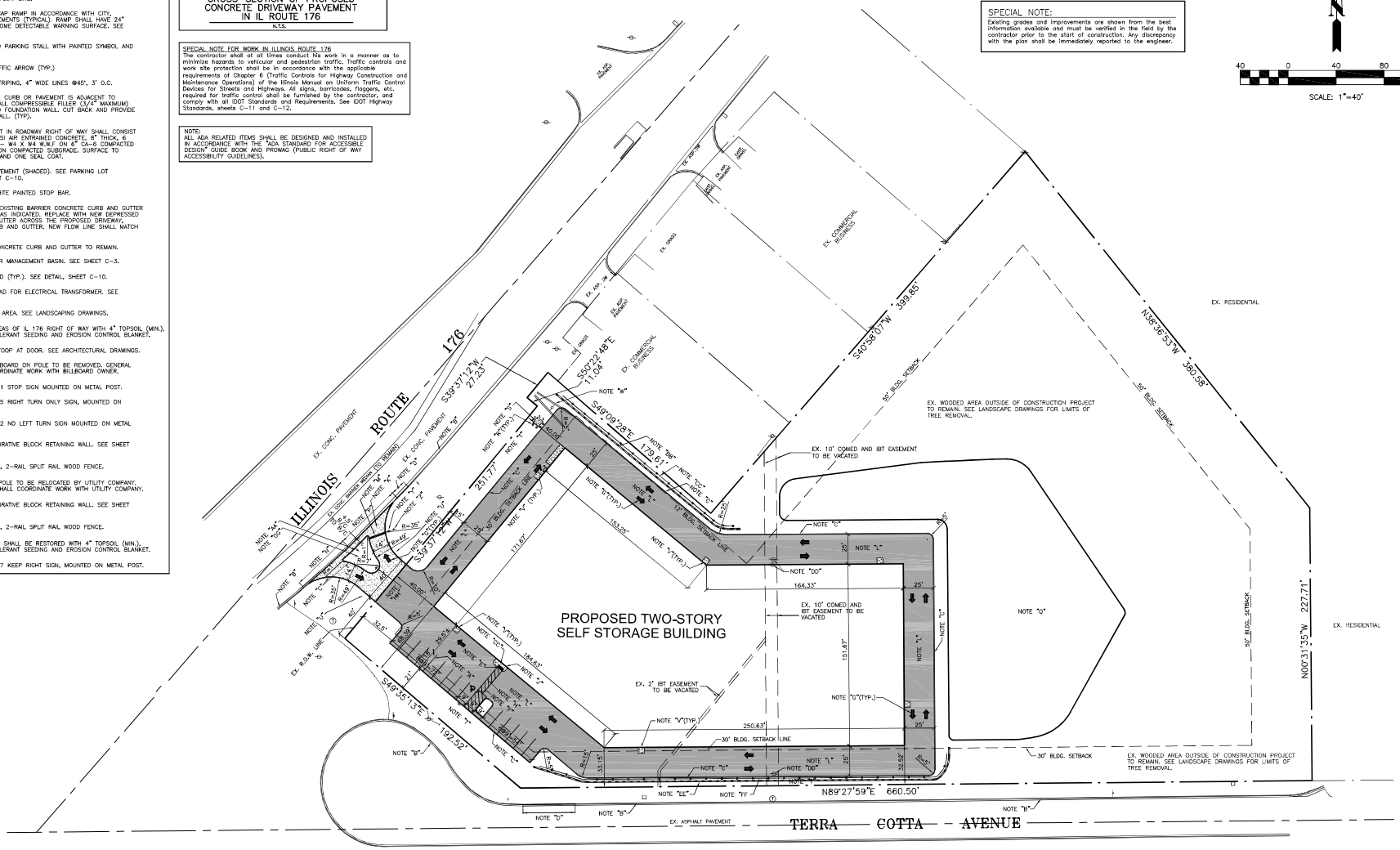
SPECIAL NOTE FOR WORK IN ILLINOIS ROUTE 176
The contractor shall at all times conduct his work in a manner as to minimize hazards to vehicular and pedestrian traffic. Traffic controls and work site protection shall be in accordance with the applicable requirements of Chapter 6 (Traffic Controls for Highway Construction and Maintenance Operations) of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. All signs, barricades, flaggers, etc. required for traffic control shall be furnished by the contractor, and comply with all IDOT Standards and Requirements. See IDOT Highway Standards, sheets C-11 and C-12.

NOTE:
ALL ADA RELATED ITEMS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE "ADA STANDARD FOR ACCESSIBLE DESIGN" GUIDE BOOK AND PROWAG (PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES).

OPERATES 24 HOURS 365 DAYS
CALL JULIE 1-800-892-0123
WITH THE FOLLOWING:
COUNTY McHENRY
CITY-TOWNSHIP CRYSTAL LAKE
SEC. & 1/4 SEC. NO. NE 1/4 34-44-8
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.





PAVEMENT MARKING (STRIPING) FOR PARKING LOTS

A. After paving operations are completed, or when directed by the General Contractor, marking as designated on the drawings may proceed. Marking shall consist of 4" wide lines configured as indicated on drawings, yellow color. Traffic paint shall be manufactured by Sherwin Williams, or approved equal. Apply in strict conformance with manufacturer's instructions.

B. Paint striping work shall include painting of international handicap symbol at designated parking for handicapped, as indicated on drawings.

C. Protect area against traffic for at least 48 hours after application of striping.

NOTE:
ALL TRAFFIC SIGNS ARE TO BE INSTALLED AT 7' MEASURED FROM THE GROUND ELEVATION TO THE BOTTOM OF THE SIGN.

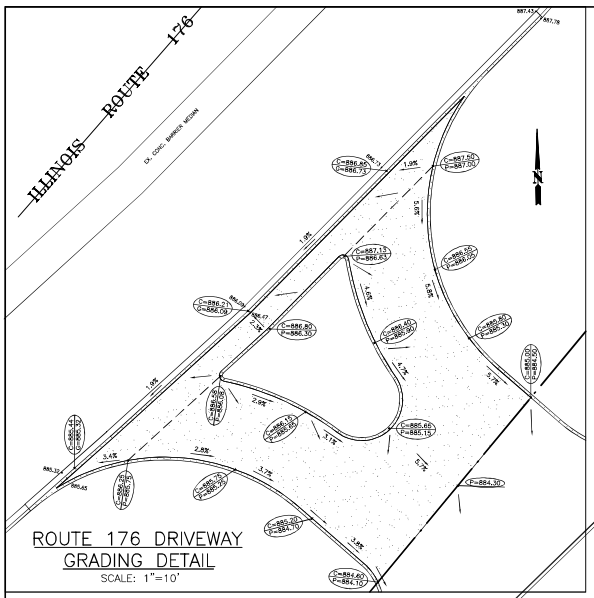
NOTE:
SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS, PARKING LOT LIGHTING, SIGNAGE, FENCING AND LANDSCAPING.

NOTE:
ALL DIMENSIONS ARE TO THE FACE OF SIDEWALK, EDGE OF PAVEMENT, OR FACE OF CURB UNLESS OTHERWISE NOTED.

PARKING PROVIDED

9	STANDARD STALLS (9')
1	HANDICAP STALLS (18')
10	STALLS PROVIDED

THE ARRANGEMENT OF ELEMENTS AND DIMENSIONS OF THE TYPICAL DIRECTIONS AND NOTES IN FIGURES, DRAWINGS AND NOTES IN FIGURES, DRAWINGS AND NOTES IN FIGURES, DRAWING



ROUTE 176 DRIVEWAY
GRADING DETAIL
SCALE: 1"=10'

BENCHMARK:
BENCHMARK #1=895.99 (NAVD 88 DATUM)=ELEVATION OF THE TOP OF THE WELL LOCATED APPROXIMATELY 15 FEET SOUTH OF THE MOST WESTERLY BUILDING CORNER ON THE SITE.

GRADING NOTES
1. ACCESSIBLE PARKING SPACES AND THEIR ADJOINING ACCESS AISLES SHALL NOT EXCEED 2.0% SLOPE IN ANY DIRECTION.
2. ACCESSIBLE PEDESTRIAN ROUTES SHALL NOT EXCEED 2.0% CROSS SLOPE OR 5.0% RUNNING SLOPE, EXCEPT FOR CURB RAMPS WHICH SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 8.33%.
3. ALL GRASS/LANDSCAPED AREAS SHALL BE UNIFORMLY GRADED TO DRAIN WITH POSITIVE DRAINAGE.
4. DEPRESS A 4' LONG SECTION OF CURB TO PROVIDE AN EMERGENCY STORM WATER OVERFLOW ROUTE FROM THE PAVED AREA TO THE DETENTION BASIN, AND TO ALLOW DRAINAGE THROUGH THE CURB.

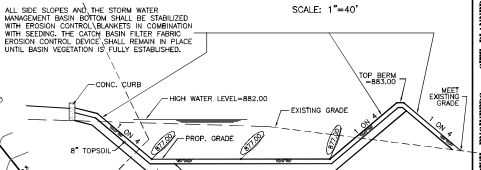
OPERATES 24 HOURS 365 DAYS
CALL JULIE 1-800-892-0123
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SEC. & 1/4 SEC. NO. NE 1/4 34-44-8
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

N

40 0 40 80 120
SCALE: 1"=40'

ALL SIDE SLOPES AND THE STORM WATER MANAGEMENT BASIN BOTTOM SHALL BE STABILIZED WITH EROSION CONTROL BLANKETS IN COMBINATION WITH SEEDING. THE CATCH BASIN FILTER FABRIC EROSION CONTROL DEVICE SHALL REMAIN IN PLACE UNTIL BASIN VEGETATION IS FULLY ESTABLISHED.



UNDERCUT PROPOSED BASIN BOTTOM BY 24" AND INSTALL 16" OF COMPACTED, CLAY, (90% MODIFIED PROCTOR COMPACTION) COVERED BY 8" OF TOPSOIL TO FINISHED GRADE. DETENTION BASIN SHALL BE SEEDED WITH AN IDOT TYPE 4B WETLAND GRASS AND SEDGE MIXTURE. SEE LANDSCAPE DRAWINGS FOR SEEDING AND PLANTING DETAILS. BOTTOM OF BASIN SHALL BE GRADED FLAT.

SECTION A–A
N.T.S.

NOTE:
TOP OF WALL SHALL BE STEPPED IN INCREMENTS TO GENERALLY MATCH THE NEW GRADE ON THE NORTHERLY SIDE OF THE WALL. FINISHED GRADE AT THE SOUTHERLY SIDE OF WALL =885.00.

PROPOSED DECORATIVE BLOCK RETAINING WALL

PROPOSED TWO-STORY SELF STORAGE BUILDING
FF=885.27

PROPOSED STORM WATER MANAGEMENT BASIN
100 YEAR HIGH WATER LEVEL = 882.00
2 YEAR HIGH WATER LEVEL = 878.38
100 YEAR STORAGE PROVIDED = 2.64 AC-FT

EMERGENCY OVERFLOW LOCATION=ELEVATION = 882.00

GRADE AREA TO DRAIN FROM ROCK FILLED TRENCH TO EX. 876 CONTOUR LINE

MEET EXISTING GRADE LINE

INSTALL TURF REINFORCEMENT MATTING (HATCHED AREA) AT THE EMERGENCY OVERFLOW OUTLET LOCATION. SEE DETAIL THIS SHEET, AND SHEET C-14.

MEET EXISTING GRADE ALONG R.O.W. LINE (TYP.)

TERRA COTTA AVENUE

EX. ASPHALT PAVEMENT

EX. R.O.W. LINE

EX. RESIDENTIAL

EX. COMMERCIAL BUSINESS

EX. WOODED AREA OUTSIDE OF CONSTRUCTION LIMITS TO REMAIN. SEE LANDSCAPE DRAWINGS FOR LIMITS OF TREE REMOVAL

SUMMIT LINE BETWEEN PROPERTY DRAINING TO DETENTION BASIN AND PROPERTY NOT DRAINING TO DETENTION BASIN

DRAINS AROUND BASIN

DRAINS TO BASIN

CONSTRUCT SWALE

MEET EXISTING GRADE

SEE ROUTE 176 DRIVEWAY GRADING DETAIL THIS SHEET

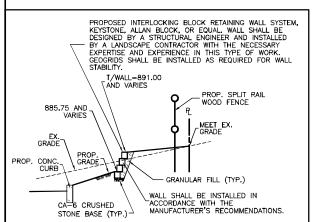
SEE SHEET C-14 FOR ROADWAY CROSS SECTIONS (TYP.)

GRADE IDOT R.O.W. AS REQUIRED TO DRAIN TO EXISTING CATCH BASIN

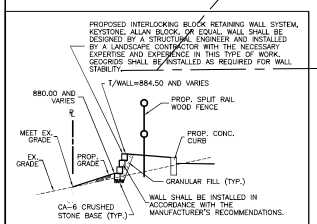
SEE GRADING NOTE 4

SEE GRADING NOTE 1 THIS SHEET AND ADA GRADING DETAIL ON SHEET C-14.

ALL DISTURBED AREAS SHALL BE SEEDED WITH AN IDOT TYPE 4B WETLAND GRASS AND SEDGE MIXTURE. SEE LANDSCAPE DRAWINGS FOR SEEDING AND PLANTING DETAILS.



SECTION B–B
N.T.S.

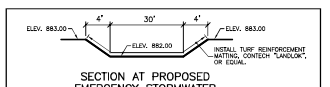


SECTION C–C
N.T.S.

NOTE "888"
INSTALL 50 S.F. OF 6"-8" DIAMETER COBBLESTONE RIP RAP, 16" THICK, (NO CRUSHED CONCRETE OR LIMESTONE) WITH APPROPRIATE NON-WOVEN GEOTEXTILE FABRIC ON THE BOTTOM AND SIDES OF THE STONE.

NOTE "CCC"
SEE FLARED END SECTION DETAIL ON SHEET C-6 FOR RIP RAP REQUIREMENTS AT FLARED END SECTION.

NOTE "DDD"
4' WIDE X 3' DEEP X 40' LONG TRENCH FILLED WITH 6"-8" DIAMETER WASHED ROCK TO DISSIPATE OUTFLOW FROM DETENTION BASIN. TOP OF TRENCH=TOP OF ROCK ELEVATION=876.50. LINE BOTTOM AND SIDES OF TRENCH WITH APPROPRIATE NON-WOVEN GEOTEXTILE FABRIC.



SECTION AT PROPOSED EMERGENCY STORMWATER BASIN OUTLET
N.T.S.

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS
NORTHWESTERN ENGINEERING CONSULTANTS, P.C.
675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002995 EXP. 4-30-25

GRADING AND DRAINAGE PLAN
SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, ILLINOIS

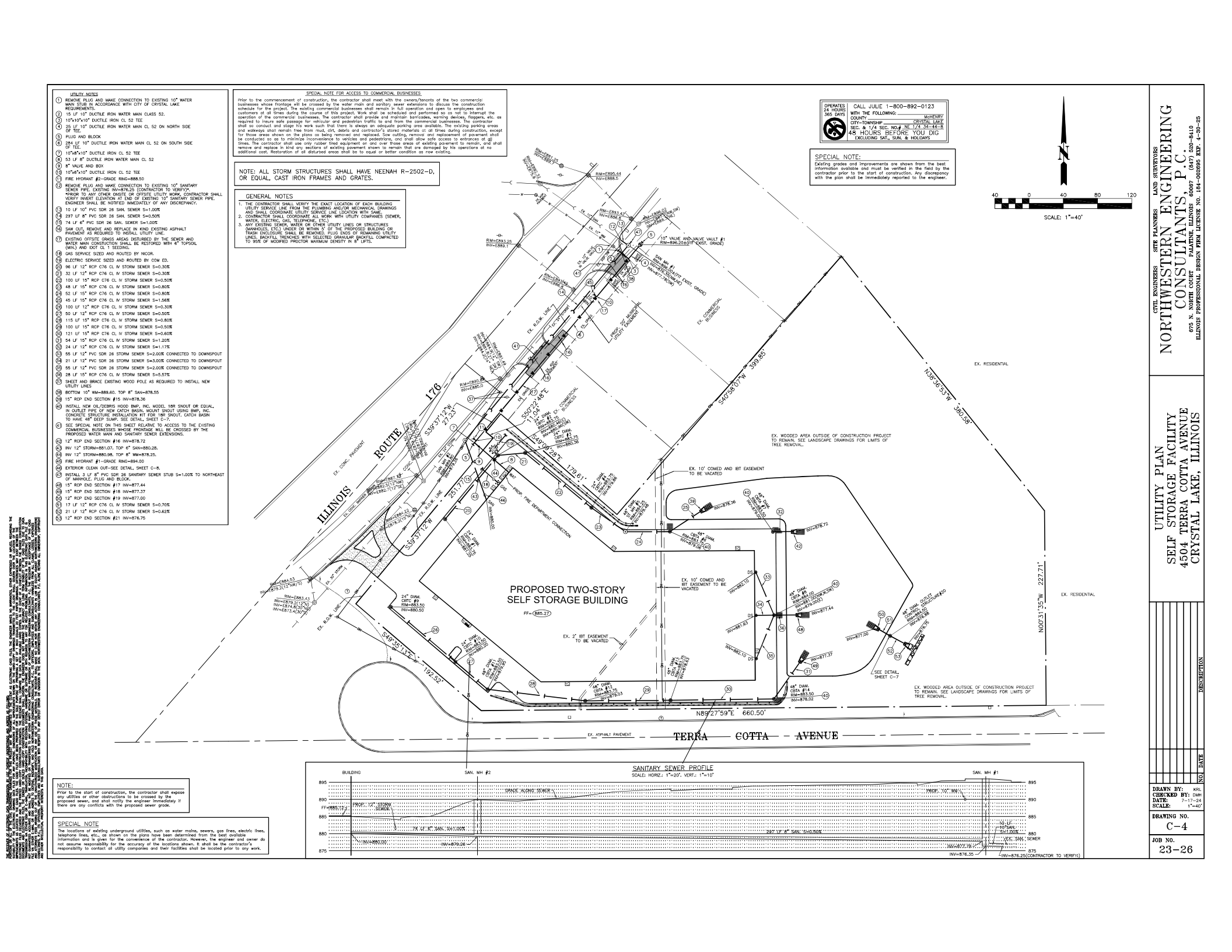
NO.	DATE	DESCRIPTION

DRAWN BY: KRL
CHECKED BY: DMH
DATE: 7-17-24
SCALE: 1"=40'

DRAWING NO.
C-3

JOB NO.
23-26

THE RECEIPT OF ANYTHING FOR TRANSMITTAL BY THIRD PARTY UNDERSIGNED AS AGENT & CLIENT, ACCEPTANCE



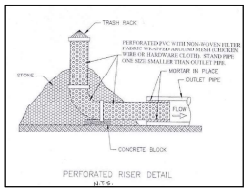
NOTE:
Prior to the start of construction, the contractor shall expose any utilities or other obstructions to be crossed by the proposed sewer, and shall notify the engineer immediately if there are any conflicts with the proposed sewer grade.

SPECIAL NOTE
The locations of existing underground utilities, such as water mains, sewers, gas lines, electric lines, telephone lines, etc., as shown on the plans have been determined from the best available information and is given for the convenience of the contractor. However, the engineer and owner do not assume responsibility for the accuracy of the locations shown. It shall be the contractor's responsibility to contact all utility companies and their facilities shall be located prior to any work.

THE PREPARATION OF ELECTRONIC AND TRANSMISSION OF THESE INSTRUCTIONS ARE MERELY A COURTESY. ANYONE USING THESE ELECTRONIC DOCUMENTS AGREES TO THE FOLLOWING: THESE ELECTRONIC DOCUMENTS ARE PROVIDED BY NORTHWESTERN ENGINEERING CONSULTANTS, P.C. AS AN ACCOMMODATION TO OTHERS AND ARE NOT A SUBSTITUTE FOR THE ORIGINAL PAPER DOCUMENTS PREPARED BY NORTHWESTERN ENGINEERING CONSULTANTS, P.C. THE USER SPECIFICALLY UNDERSTANDS AND AGREES THAT ANY USE OF THE ELECTRONIC DOCUMENTS WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO NORTHWESTERN ENGINEERING CONSULTANTS, P.C. THE USER AGREES TO INDEMNIFY AND HOLD HARMLESS NORTHWESTERN ENGINEERING CONSULTANTS, P.C. FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THESE ELECTRONIC DOCUMENTS

City of Crystal Lake
Appendix 2
Standard Soil Erosion and Sediment Control Notes
1. Control measures shall meet the minimum standards and specifications of the Illinois Urban Manual unless stated otherwise. [Amended 11-17-2020 by Ord. No. 7671]
2. Soil disturbance shall be conducted in such a manner as to minimize erosion. Areas of the development site that are not to be disturbed shall be protected from construction traffic or other disturbance until final stabilization is achieved.
3. Soil stabilization measures shall consider the time of year, development site conditions and the use of temporary or permanent measures.
4. Stabilization by seeding shall include topsoil placement and fertilization, as necessary.
5. Native seed mixtures shall include rapid-growing annual grasses or small grains to provide initial, temporary soil stabilization.
6. Off-site property shall be protected from erosion and sedimentation. Velocity dissipation devices shall be placed at concentrated discharge locations and along the length of any outfall channel, as necessary to prevent erosion.
7. Sediment control measures shall be installed prior to the disturbance of tributary areas.
8. Stabilization of disturbed areas shall be initiated immediately whenever any clearing, grading, excavating or other earth-disturbing activities have permanently ceased on any portion of the development site, or temporarily ceased on any portion of the development site and will not resume for a period exceeding 14 calendar days. Stabilization of disturbed areas shall be initiated within one working day of permanent or temporary cessation of earth-disturbing activities and shall be completed as soon as possible, but not later than 14 calendar days from the initiation of stabilization work in an area. Exceptionsto these time frames are specified below:
a. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable; and
b. In areas where construction activity has temporarily ceased and will resume after 14 days, a temporary stabilization method may be used.
9. Disturbance of steep slopes shall be minimized. Areas or embankments having slopes steeper than 3:1 shall be stabilized with staked-in-place sod, erosion control blankets in combination with seeding, or an equivalent control measure.
595 Attachment 2:1 Supp 52, Nov 2020

CRYSTAL LAKE CODE
10. Perimeter control measures shall be provided downslope and perpendicular to the flow of runoff from disturbed areas, where the tributary area is greater than 5,000 square feet, and where runoff will flow in a sheet flow manner. Perimeter erosion control shall also be provided at the base of soil stockpiles.
11. The stormwater management system shall be protected from erosion and sedimentation downslope from disturbed areas. Inlet protection that reduces sediment loading, while allowing runoff to enter the inlet, shall be required for all storm sewers. Check dams, or an equivalent control measure, shall be required for all channels. Filter fabric inlet protection and straw bale ditch checks are not acceptable control measures.
12. If dewatering services are used, discharges shall be routed through an effective sediment control measure (e.g., sediment trap or an equivalent control measure). The enforcement officer shall be notified prior to the commencement of dewatering activities.
13. All temporary soil erosion and sediment control measures shall be removed within 30 days after final stabilization of the development site is achieved or after the temporary measures are no longer necessary. Trapped sediment shall be removed and disturbed areas shall be permanently stabilized.
14. Stockpiled soil and materials shall be removed from flood hazard areas at the end of each work day. Soil and materials stockpiled in IWMC or buffer areas shall be placed on timber mats, or an equivalent control measure.
15. Effective control measures shall be utilized to minimize the discharge of pollutants from the development site. At a minimum, control measures shall be implemented in order to:
a. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash water; and
b. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, vehicle fluids, sanitary waste, and other materials present on the development site to precipitation and to stormwater.
16. Adequate receptacles shall be provided for the depositing of all construction material debris generated during the development process. The applicant shall not cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of construction material debris upon or into any development site, channel, or IWMC. The development site shall be maintained free of construction material debris.
17. The enforcement officer may require additional or alternate soil erosion and sediment control measures, based on development-site-specific considerations and the effectiveness of the installed control measures.



PERFORATED RISER DETAIL
NTS

CONSTRUCTION SEQUENCE
1. INSTALL SILT FENCE AT LOCATIONS AS INDICATED ON THE PLANS.
2. INSTALL STABILIZED CONSTRUCTION ENTRANCE.
3. PERFORM SITE DEMOLITION AS NOTED ON DEMOLITION PLAN (IF APPLICABLE).
4. STRIP EXISTING TOPSOIL AND STOCKPILE/STABILIZE.
5. CUT AND FILL SITE TO PLAN SUB-GRADE.
6. CONSTRUCT UNDERGROUND IMPROVEMENTS, I.E. SANITARY SEWER, WATERMAIN AND STORM SEWERS**, ETC.
7. CONSTRUCT PAVEMENT IMPROVEMENTS PER PLAN.
8. COMPLETE CONSTRUCTION OF SITE WITH PERMANENT STABILIZATION.
9. REMOVE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.
** INSTALL INLET PROTECTION FOR DRAINAGE STRUCTURES WHEN CONSTRUCTED.

SEE OPERATIONS AND MAINTENANCE PRACTICES FOR STORM WATER MANAGEMENT SYSTEM ON DRAWING C-7.

OPERATES 24 HOURS 365 DAYS
CALL JULIE 1-800-892-0123
WITH THE FOLLOWING:
COUNTY McHENRY
CITY-TOWNSHIP CRYSTAL LAKE
SEC. & 1/4 SEC. NO.# NE 1/4 34-44-8
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

N
40 0 40 80 120
SCALE: 1"=40'

INSPECTIONS AND MAINTENANCE
ALL EROSION CONTROL DEVICES AND MEASURES SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION AS REQUIRED UNTIL THE SITE OR SECTIONS OF THE SITE ARE STABILIZED. ALL EROSION CONTROL DEVICES AND MEASURES SHALL BE INSPECTED BY A REPRESENTATIVE OF THE GENERAL CONTRACTOR ONCE PER WEEK AND WITHIN 24 HOURS OF ANY STORM EVENT EXCEEDING 0.5" RAIN. WRITTEN INSPECTION REPORTS SHALL BE MAINTAINED ON SITE AND SHALL BE PRODUCED UPON REQUEST OF ANY LOCAL, STATE OR FEDERAL OFFICIAL. THE FOLLOWING SHALL BE THE MINIMUM MAINTENANCE REQUIREMENTS:

1. ANY INLET OR PIPE PROTECTION OR PERIMETER EROSION BARRIER THAT SHOWS SIGNS OF DETERIORATION OR UNDERMINING SHALL BE REPLACED OR REPAIRED AS REQUIRED.

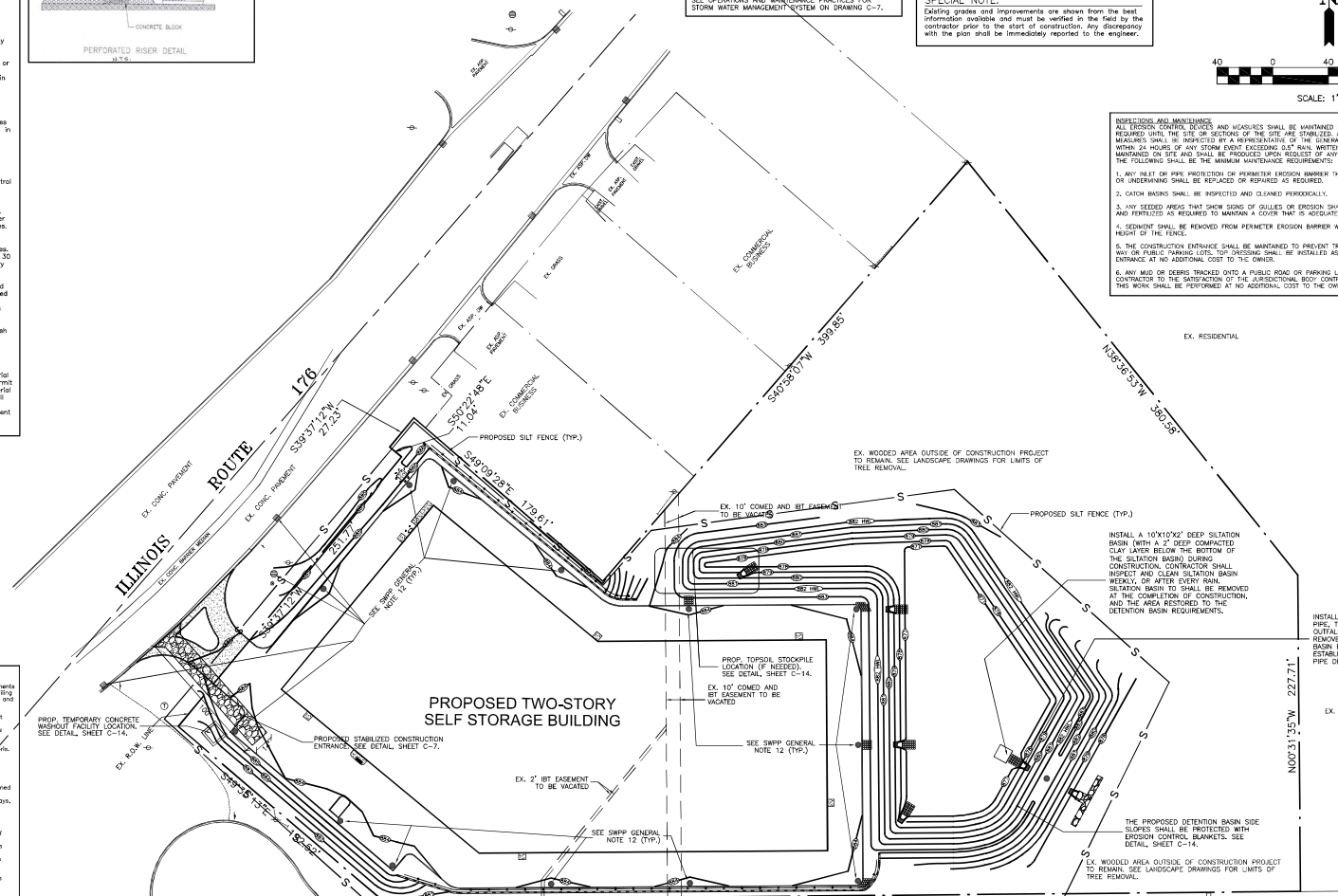
2. CATCH BASINS SHALL BE INSPECTED AND CLEANED PERIODICALLY.

3. ANY SEEDED AREAS THAT SHOW SIGNS OF GULLIES OR EROSION SHALL BE REGRADED, RESEEDED, MATERED AND FERTILIZED AS REQUIRED TO MAINTAIN A COVER THAT IS ADEQUATE TO PREVENT EROSION.

4. SEDIMENT SHALL BE REMOVED FROM PERIMETER EROSION BARRIER WHEN SILT REACHES ONE HALF THE HEIGHT OF THE FENCE.

5. THE CONSTRUCTION ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OF MUD ONTO THE RIGHT OF WAY OR PUBLIC PARKING LOTS. TOP DRESSING SHALL BE INSTALLED AS REQUIRED ON THE CONSTRUCTION ENTRANCE AT NO ADDITIONAL COST TO THE OWNER.

6. ANY MUD OR DEBRIS TRACKED ONTO A PUBLIC ROAD OR PARKING LOT SHALL BE REMOVED BY THE CONTRACTOR TO THE SATISFACTION OF THE JURISDICTIONAL BODY CONTROLLING THE ROAD OR PARKING LOT. THIS WORK SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER.



STORM WATER POLLUTION PREVENTION PLAN GENERAL NOTES
This Storm Water Pollution Prevention Plan has been prepared in compliance with the requirements of the State of Illinois and the City of Crystal Lake. The work to be done is stripping, stockpiling and grading of the project site shown in detail on the contract drawings. The following notes and requirements shall apply to work performed on this project:
1. Soil Erosion and sediment control features shall be constructed prior to the commencement of upland disturbance.
2. Hauling will not be allowed when the work site is too wet to maintain acceptable conditions on adjacent streets.
3. Adjacent streets will be manually or mechanically swept periodically as may be required, minimum at end of each working day. City streets are to be kept free from mud and debris.
4. Each catch basin will be installed with a sump as indicated on the drawings. The rims will be set at final grade. A temporary 1 foot deep sump shall be excavated in a 10 foot diameter area around the structure to act as a silt trap. Both sumps will be inspected after each rain and cleaned as required.
5. Soil stockpile areas shall be designated and surrounded by a geotextile fabric silt fence to intercept sediment-laden runoff from the stockpile. The fence shall be continuously maintained and sediment shall be removed to restore planned capacity as required.
6. If the stockpiles will not be used for construction activity for a period of more than 14 days, they shall be protected with temporary vegetative cover.
7. No material from construction site shall be discharged to the storm sewer.
8. The contractor shall take whatever other steps are deemed necessary to prevent pollution from taking place during the course of the construction project.
9. The permit application shall be filed with a request for review of this plan and shall include the cost of such compliance as the total price bid for controls.
10. All temporary and permanent erosion control measures must be maintained and repaired as needed. Erosion control features shall be inspected every 7 days or after 1/2" of rainfall. The general contractor will be responsible for inspection and repair during construction. The owner will be responsible if erosion control is required after the contractor has completed the project.
11. All work shall conform to NRCS Standards as described in the current edition of the Illinois Urban Manual.
12. Install filter fabric erosion control filtration system at the new storm structures (and in the existing storm structures impacted by this project) to prevent eroded material from entering the storm sewer system during the construction project. See detail, Sheet C-__.
13. Watering shall be used as required to control dust on the project. A water truck shall be kept on the site at all times during mass earthwork construction, if required by the City.
14. The name, address and telephone number of the individual in responsible charge of erosion control measures during the construction project shall be given to the City Public Works superintendent prior to the commencement of work.
15. Disturbed areas shall be protected with seeding according to the "Typical Soil Protection Chart" on this sheet.
16. All erosion control measures and inspections shall be documented on site in the site superintendent's log book.
17. A copy of the approved Storm Water Pollution Prevention Plan shall be maintained on the site at all times.
18. All wash water (concrete trucks, vehicle cleaning, equipment cleaning, etc.) shall be detained and properly treated or disposed of.
19. Rubbish, trash, garbage, litter, or other such materials shall be deposited into sealed containers. Materials shall be prevented from leaving the premises through the action of wind or stormwater discharge into drainage ditches or waters of the State.
20. All Contractors and Subcontractors involved with storm water pollution prevention shall obtain a copy of the storm water pollution prevention plan and the State of Illinois National Pollution Discharge Elimination General Permit (NPDES Permit) and become familiar with their contents.
21. The Contractor shall implement best management practices as required by the SWPPP. Additional best management practices shall be implemented as dictated by conditions at no additional cost to the owner through out all phases of construction.
22. Best management practices (BMP'S) and controls shall conform to federal, state, or local requirements or manual of practice. As applicable Contractor shall implement additional controls as directed by permitting agency or owner.
23. All temporary erosion and sediment control items are to be removed within thirty (30) days of the site's final stabilization by the contractor.
24. All construction activities within the boundaries of the project as well as all construction activities involved in making any connections to utilities outside the boundaries of the project shall comply with the requirements of this plan. This Storm Water Pollution Prevention Plan shall cover all such activities.
25. All erosion control work shall comply with the standards and requirements noted in the City Ordinance No. 3984 File No. 390.

Contractor Certification Statement: "I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) General Permit ILR-10 that authorizes the storm water discharges associated with activity from the construction site identified as part of this certification."

Contractor

Owner Certification Statement: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Owner

TYPICAL SOIL PROTECTION CHART

Stabilization Type:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Permanent Seeding			A----------			XXX	XXX	X----------				
Dormant Seeding	B----------											
Temporary Seeding			C----------			XXX	XXX	X----------				
Sodding			F-XX----------									
Mulching			F----------									

A= Kentucky Bluegrass @ 90 lbs/ac. Mixed with Perennial Ryegrass @ 30 lbs/ac.
B= Kentucky Bluegrass @ 135 lbs/ac. Mixed with Perennial Ryegrass @ 45 lbs/ac.
C= Spring Oats @ 100lbs/ac.
D= Wheat or Cereal Rye @150 lbs/ac.
E= Sod
F= Straw Mulch @ 2 tons/ac.
XXX= Irrigation needed

Irrigation should be provided as necessary to throughly establish growth.

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS
NORTHWESTERN ENGINEERING CONSULTANTS, P.C.
675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695 EXP. 4-30-25

STORM WATER POLLUTION PREVENTION PLAN
SELF STORAGE FACILITY
4504 TERRA COTTA AVENUE
CRYSTAL LAKE, ILLINOIS

NO.	DESCRIPTION	DATE

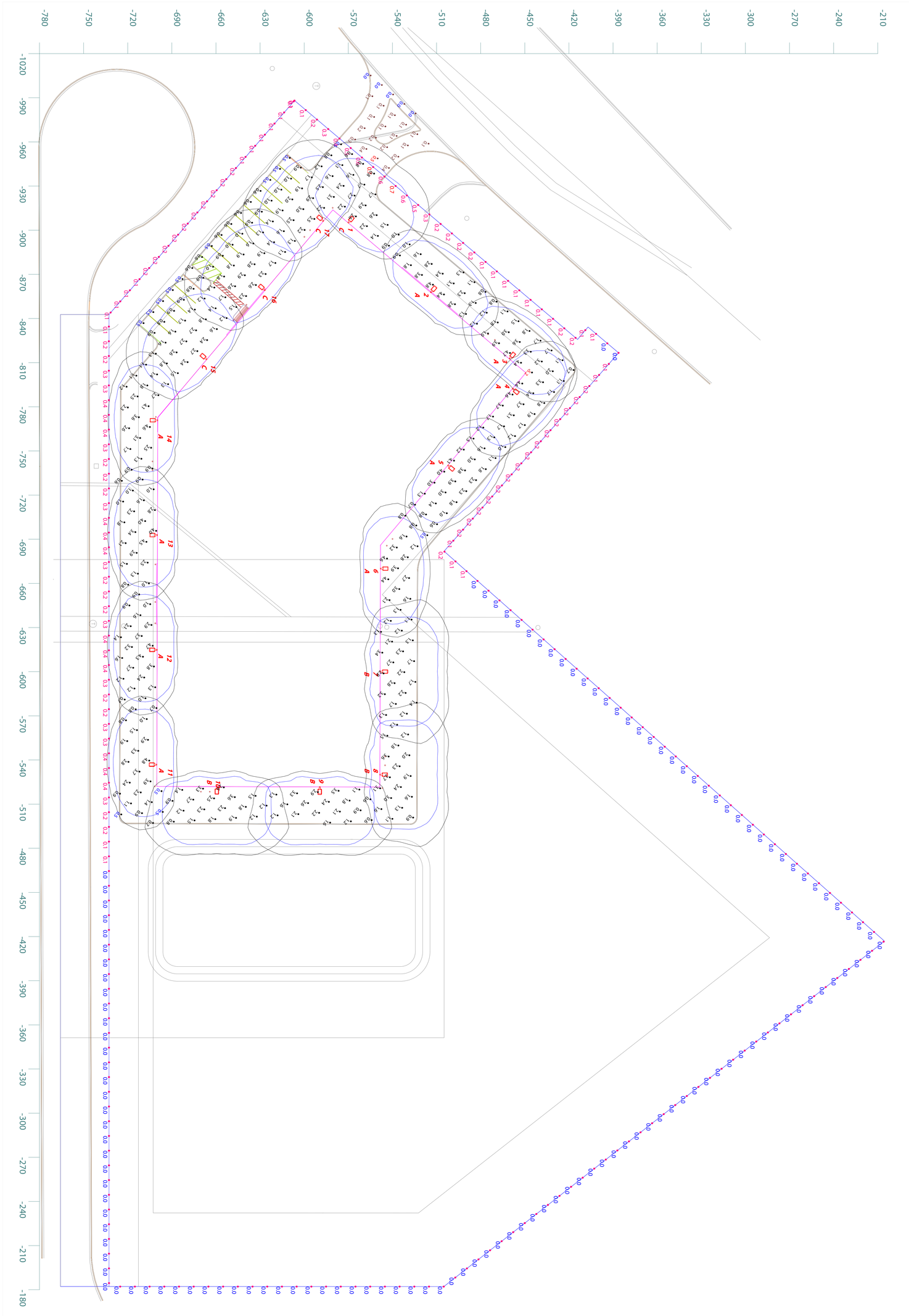
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CHECKED BY: DMH
DATE: 7-17-24
SCALE: 1"=40'

DRAWING NO.
C-5

JOB NO.
23-26

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Scale: 1 inch= 30 Ft.



RAB
408 W 14th Street, New York, NY 10014
888 722-1000 • rablighting.com

Prepared For:
Casey Electric Sales, Inc.
1001 Industrial Drive
Bensenville, IL 60106
Tel: 630-860-3600

Job Name:
Crystal Lake Storage
Crystal Lake, IL

Lighting Layout
Version A

Scale: as noted	PROJECT # 232588
Date:6/4/2024	CASE # 01360511
Filename: Crystal Lake Self-Storage 01360511.AGI	
Drawn By:Donald G. Andrews	

Filename: Z:\Job Files\Casey Electric Sales\Idlewood Electric\Highland Park 101207\Crystal Lake Self-Storage\Working Files\AGI\Crystal Lake Self-Storage 01360511.AGI

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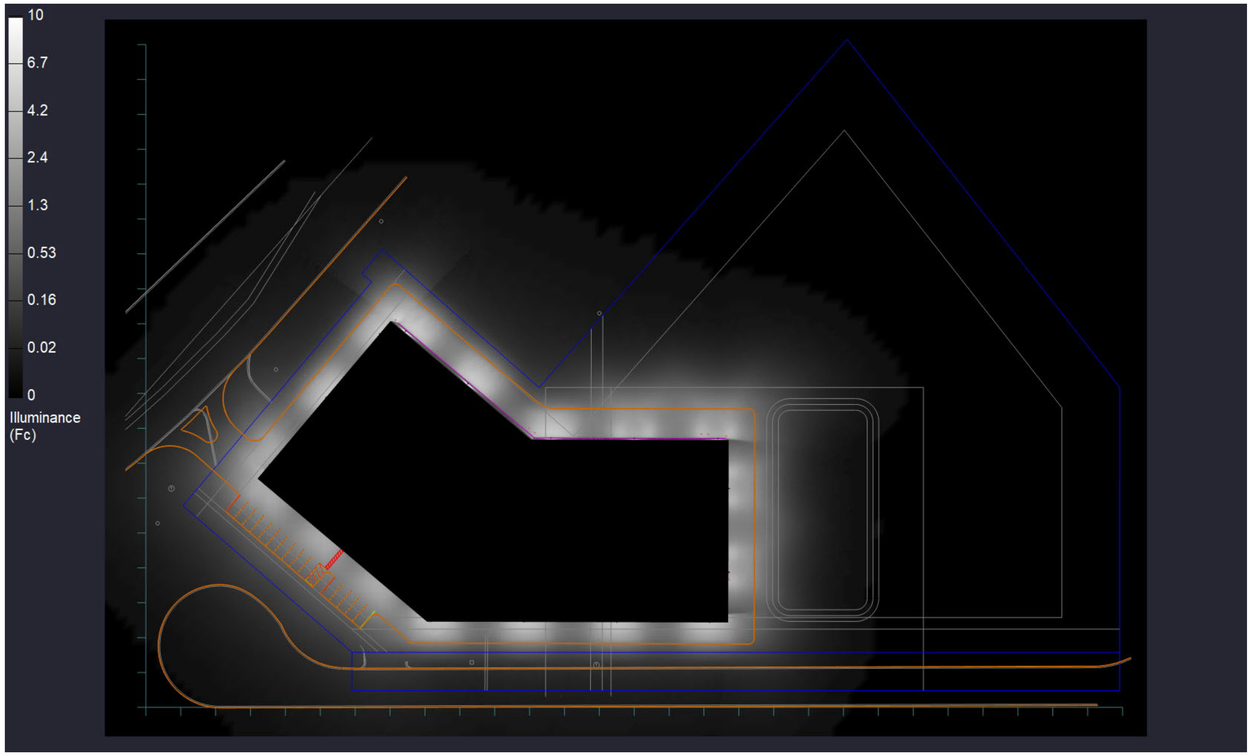
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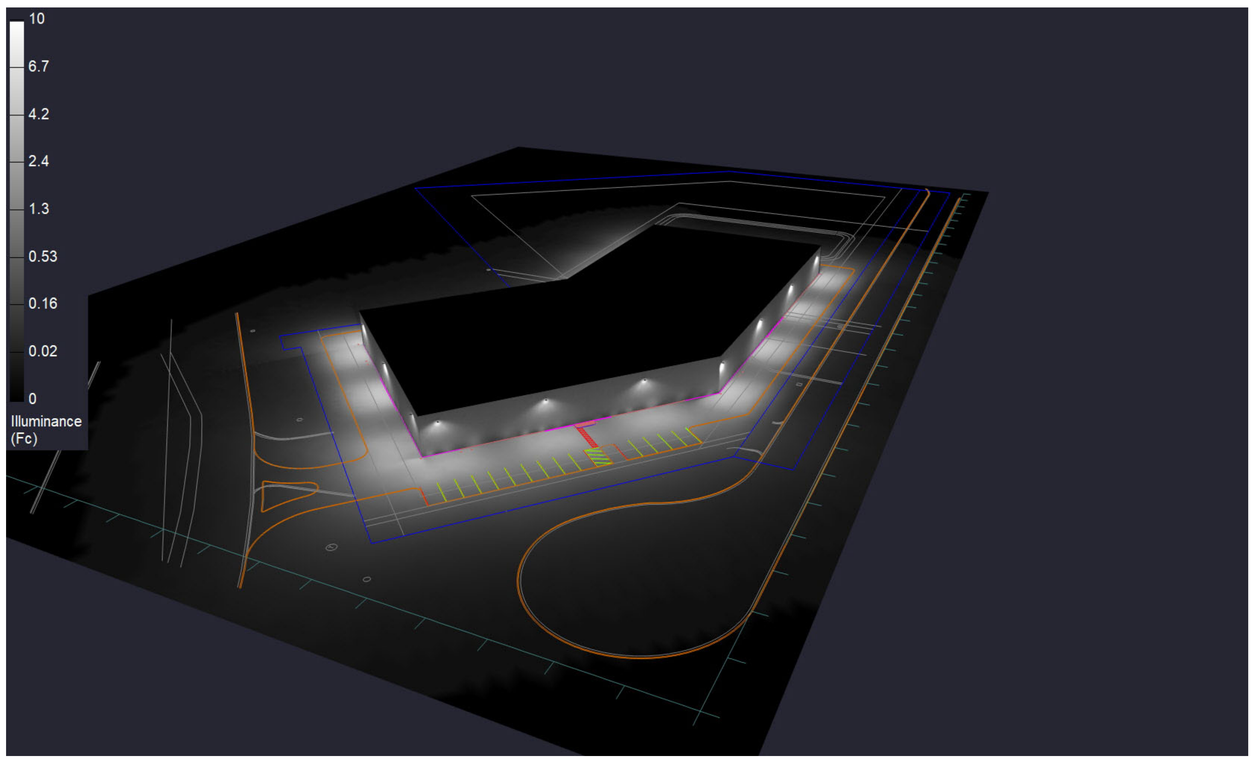
Immediately prior to any party ordering RAB products used in the Lighting Design, the ordering party must verify that the lumen output of the fixtures being ordered (as shown on RAB's website) match the lumen output shown in the Lighting Design. Occasionally, Lighting Designs previously provided use fixtures that are then updated prior to an order and such updates could change the lumen output of the fixture. This in turn, could impact the installed lighting performance that differs from the Lighting Design.

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PLOT TO 24"X36"PAGE



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The Lighting Analysis, EZLayout, Energy Analysis and/or Visual Simulation ("Lighting Design") provided by RAB Lighting Inc. ("RAB") represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. The actual performance of any lighting system is dependent upon many variables that RAB cannot control and therefore, actual measured results may vary from the actual field conditions. RAB recommends that design parameters and other information be field verified to reduce variation.

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Immediately prior to any party ordering RAB products used in the Lighting Design, the ordering party must verify that the lumen output of the fixtures being ordered is sufficient for their needs and that updates could change the lumen output of the fixtures. This is true, even if you request the standard lighting performance that differs from the Lighting Design.

Scale: as noted	PROJECT # 232588
Date:6/4/2024	CASE # 01360511
Filename: Crystal Lake Self-Storage 01360511.AGI	
Drawn By:Donald G. Andrews	

Job Name:
Crystal Lake Storage
Crystal Lake, IL

Lighting Layout
Version A

Prepared For:
Casey Electric Sales, Inc.
1001 Industrial Drive
Bensenville, IL 60106
Tel: 630-860-3600

Filename: Z:\Job Files\Casey Electric Sales\Idlewood Electric\Highland Park 101207\Crystal Lake Self-Storage\Working Files\AGI\Crystal Lake Self-Storage 01360511.AGI

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PLOT TO 24"X36"PAGE

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RAB does not warranty, either implied or stated, actual measured light levels or energy consumption levels as compared to those illustrated by the Lighting Design.

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Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: Bid Award – Well 19 Well House

Staff Recommendation: Motion to award the bid for construction of the Well 19 Well House to the lowest responsive and responsible bidder, Manusos General Contracting, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Manusos General Contracting, Inc. in the amount of $1,998,000.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

---

Background:
The City relies on a system of deep and shallow wells to supply water to the community. In Crystal Lake, all wells draw their source water from geologic layers of sand and gravel (shallow wells) or glacial sandstone (deep wells). Currently, the City operates eleven water-producing wells. As the City has grown and developed, water demand has increased. Consequently, there is a need to add additional water capacity by constructing a new deep well, transmission main, and control building.

New Deep Well 19, located at Wastewater Treatment Plant 2, is currently under construction. The first two stages—drilling the well and constructing the water transmission main—are nearly complete. The third stage involves building a control structure, known as the well house, which will house the pump controls and well operations equipment necessary for full functionality. Additionally, the construction will include installing a backup generator to ensure uninterrupted service during power outages. Water from this well will be directed to the newly constructed Water Treatment Plant 2 on Highland Avenue.

On September 16, 2024, staff publicly opened and read aloud bids received for construction of the Well 19 Well House (third phase). The breakdown of bids is as follows:

Bidder	Bid
√ Manusos General Contracting, Inc.	$1,998,000.00
Boller Construction Company, Inc.	$2,297,300.00
IHC Construction Companies, LLC	$2,550,000.00

√ Indicates recommended lowest responsible bidder

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the Well 19 Well House contract to the lowest responsive and responsible bidder, Manusos General Contracting, Inc., in the amount of $1,998,000.00.

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

The City has previously worked with Manusos General Contracting, Inc. and has been satisfied with their services. Funds for this project have been requested in the FY2024B budget and this project is programmed in the City's five-year Capital Improvement Program (CIP).

Votes Required to Pass:

Simple Majority

R E S O L U T I O N

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to construct a new deep well to ensure an adequate supply of potable water to the public; and

WHEREAS the first phase and second phase of the project, drilling of the new Well 19 and construction of the water transmission main, are nearly complete; and

WHEREAS the third phase of the project is needed to construct a well house to contain the electrical and control equipment for the operation of Well 19; and

WHEREAS the CITY received and publicly opened bids for the Well 19 Well House project on September 16, 2024; and

WHEREAS the lowest responsive and responsible bidder is Manusos General Contracting, Inc., Fox Lake, IL.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Manusos General Contracting, Inc. for the construction of the Well 19 Well House in the amount of $1,998,000.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

DATED this 1st day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
CITY CLERK

PASSED: October 1, 2024
APPROVED: October 1, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

WELL HOUSE NO. 19 PROJECT

BIDDER'S PROPOSAL

Full Name of Bidder Manusos General Contracting, Inc. ("Bidder")

Principal Office Address 91 Christopher Way Fox Lake, IL 60020

Local Office Address 91 Christopher Way Fox Lake, IL 60020

Contact Person Jamie McKeown Telephone 847-973-0600

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

Attention: *Michael Wisinski – Public Works Manager*
SEALED BID: WELL HOUSE NO. 19 PROJECT

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. 1-4, 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 *WELL HOUSE NO. 19 PROJECT*; (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

Manuso's General Contracting

PROPOSAL

SCHEDULE OF PRICES

BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	WELL HOUSE 19, COMPLETE	Lump Sum	1	$ N/A	$1,998,000
TOTAL BASE BID				$ 1,998,000.00	

Note: The Lump Sum price above shall include allowances described in section 26 60 20 and section 33 71 31 in the project specifications.

TOTAL CONTRACT PRICE:

One Million Nine Hundred Ninety Eight Thousand Dollars and No Cents
(in writing) (in writing)

1,998,000 Dollars and Zero Cents
(in figures) (in figures)

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

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

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions,

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: October 1, 2024

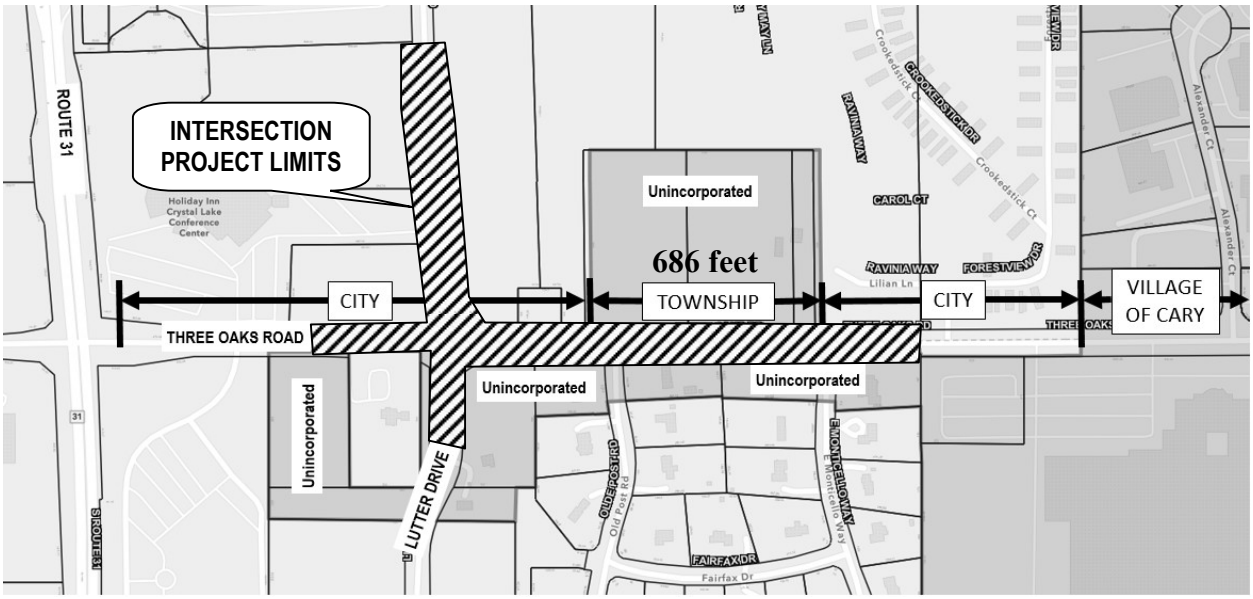
Item: Approval of a Jurisdictional Transfer Agreement with Algonquin Township for a portion of Three Oaks Road

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute the Jurisdictional Transfer Agreement with Algonquin Township for a portion of Three Oaks Road

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

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Background:
The City limits along Three Oaks Road, east of IL Route 31 are inconsistent due to the annexations of properties in this corridor. Algonquin Township (Township) owns approximately 686 feet of Three Oaks Road, in between adjacent City sections (see map below.) The City does not "lift the plow" during snow removal for this minimal section and instead plows this entire section of road.



The City is improving the intersection of Three Oaks Road and Lutter Drive/Sands Road, which includes the section of roadway owned by the Township. Three Oaks road will be widened slightly, curb and gutter added, and the entire road resurfaced. This project is awaiting award by the Illinois Department of Transportation as the City secured $2,154,678 in Federal grant funding. The project also has developer contributions for the improvement. The City's estimated final share of construction is $368,484 for the intersection improvements. In other words, the City is only funding seventeen percent (17%) of the cost of the project with 83% coming from non-city funding sources.

The parcels on the north side of Three Oaks Road are currently unincorporated. Upon annexation, this small section of road would automatically fall under City jurisdiction. City staff is currently working with a petitioner on a development proposal and annexation of the parcels.

Because the section of roadway owned by Algonquin Township is so small (686 feet), and the potential for this section to automatically fall under City jurisdiction upon annexation, staff is recommending approval of an IDOT Jurisdictional Transfer Agreement form. This form would formally transfer this small section from the Township to the City as opposed to an intergovernmental agreement.

The City's legal counsel has reviewed the IDOT standard Jurisdictional Transfer Agreement and has deemed it acceptable.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to improve the intersection of Three Oaks Road at Lutter Drive/Sands Road with additional turn lanes, a traffic signal and a multi-use path; and

WHEREAS, a portion of these improvements are along Three Oaks Road which is owned by Algonquin Township; and

WHEREAS, the City owns and maintains the remaining portions of the improvement along Three Oaks Road; and

WHEREAS, it would be advantageous for the City to own and maintain the Township section of Three Oaks Road;

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7101 of the Illinois Highway Code.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Jurisdictional Transfer Agreement between the CITY OF CRYSTAL LAKE and ALGONQUIN TOWNSHIP with respect to the portion of Three Oaks Road that is currently owned by Algonquin Township.

DATED this 1st day of October 2024.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST:

_____

CITY CLERK

PASSED: October 1, 2024

APPROVED: October 1, 2024

Draft

Illinois Department of Transportation

Jurisdictional Transfer Agreement
(Local Public Agency to Local Public Agency)

CONVEYOR

Local Public Agency No. 1: Algonquin Township

LPA Type: Township/RD

County: McHenry

RECIPIENT

Local Public Agency No. 2: City of Crystal Lake

LPA Type: Municipality

County: McHenry

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Road Name: Three Oaks Road

Route(s):

Length (miles): 0.13

Key Route(s) Information: FAU 4051

Termini: 458 feet east of Lutter Drive/Sands Road east to the City Limits

This transfer ☒ does not ☐ does include NBIS Structure No(s).

Include For Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code. The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto as Addendum No. 1

Include For Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

☒ Upon IDOT approval ☐ calendar days after ☐ other

Attachments

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

☒ Location Map (Addendum No.1) ☐

☒ Ordinance/Resolution (Addendum No. 2) ☐

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

Signatures

APPROVED BY CONVEYOR	APPROVED BY RECIPIENT
Name of Local Public Agency Official	Name of Local Public Agency Official
	Eric Helm
Title	Title
	City Manager
Local Public Agency Official Signature & Date	Local Public Agency Official Signature & Date

Draft

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED

Director

Office of Highways Project Implementation Signature & Date

Draft

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: Approval of Agreement with AT&T for cable relocation

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with AT&T for the relocation of telecommunication cables in conflict with the Well 19 Well House at an estimate cost of $44,626.71 and authorize the City Manager to execute change orders for up to 10% of the agreement amount

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

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Background:

New Deep Well 19, located at Wastewater Treatment Plant 2, is currently under construction. The first two stages—drilling the well and constructing the water transmission main—are nearly complete. The third stage involves building a control structure, known as the well house, which will house the pump controls and well operations equipment necessary for full functionality. The well house location requires the relocation of AT&T telecommunication cables that service the cellular phone tower located on City property and owned by the City. The estimated cost of the relocation is $44,626.71. Relocating or adjusting the well house location is not feasible due to site constraints and numerous other underground utilities and piping present on the wastewater plant property. The City currently leases space on the tower and receives approximately $109,500 annually in lease payments.

Recommendation:

The Public Works Department recommends approval of the agreement and authorization to expend the funds. This is part of the New Deep Well 19 project budget.

Votes Required to Pass:

Simple majority

R E S O L U T I O N

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to construct a new deep well to ensure an adequate supply of potable water to the public; and

WHEREAS the first phase and second phase of the project, drilling of the new Well 19 and construction of the water transmission main, are nearly complete; and

WHEREAS the third phase of the project is needed to construct a well house to contain the electrical and control equipment for the operation of Well 19; and

WHEREAS in order to construct the well house, an AT&T cable needs to be relocated; and

WHEREAS AT&T has estimated the cost of the cable relocation at $44,626.71

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and AT&T to relocate their cable at an estimate cost of $44,626.71; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the agreement amount.

DATED this 1st day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
CITY CLERK

PASSED: October 1, 2024
APPROVED: October 1, 2024

Draft

LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST

August 13, 2024

CR #: 225759
Project Number: A02K7MM

Customer Name: CITY OF CRYSTAL LAKE
Billing Address: 100 W WOODSTOCK ST ,CRYSTAL LAKE,IL,60014
Contact Name: MIKE MAGNUSON
Contact email Address: mmagnuson@crystallake.org
Contact Phone Number: (815) 356-3614
Site Location: 445 DARTMOOR DR,CRYSTAL LAKE,IL,60014

AT&T has received a request from you to perform the following work:

MOVE AT&T LINES WELL 19

Estimated Actual Cost Quote

Expenses	**Amount**
ENGINEERING LABOR	**$ 6,108.03**
MATERIAL COST	**$ 5,230.82**
CONSTRUCTION LABOR	**$ 33,224.66**
CONTRACTOR COST	**$ 563.20**
MISC. COST	**$ 0.00**
Estimated Contract Price	**$ 45,126.71**
Less Credits/Payments	**$ 500.00**
Estimated Balance Due	**$ 44,626.71**

Charges of $25,000 or greater are billed at actual cost. However, an advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project, an additional payment may be required if costs exceed the estimated amount. A refund will be issued if actual costs are less than the estimated amount.

This signed agreement and advance payment of **$ 44,626.71** must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

CUSTOM WORK AGREEMENT

CR #: 225759

Project Number: A02K7MM

This Custom Work Agreement ("Agreement") is entered into by and between

Illinois Bell Telephone Company d/b/a AT&T (hereafter "AT&T") and

CITY OF CRYSTAL LAKE (Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T **$ 44,626.71** . Advance payment based on estimated cost is required before work will begin for any project estimated to cost $25K or more. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.

3. **Price Quote.** The price is guaranteed for 60 days from August 13, 2024 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.

4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

A. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.

C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.

F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.

I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 225759

Project Number: A02K7MM

Date Quote Expires: 10/13/2024

AT&T Design Engineer: KEEHLER, DAVID <DK2427@att.com>

ACCEPTED FOR CUSTOMER:

Authorized Signature

Title:

Company:

Printed Name:

Date:

AT&T CWO Manager Contact Information

Tom Adams

Digitally signed by Tom Adams
Date: 2024.08.13 12:32:06 -05'00'

CWO Manager

Phone Number: (724) 203-8879

Email Address: ta1863@att.com

Date: August 13, 2024

Please send check payable to AT&T CWO along with original signed agreement to:
AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: Drainage Easement and Temporary Construction Easement for the Three Oaks Recreation Area Water Level Control Project

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a grant of drainage easement and temporary construction easement agreement in connection with the South Lake water level project at the Three Oaks Recreation Area

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

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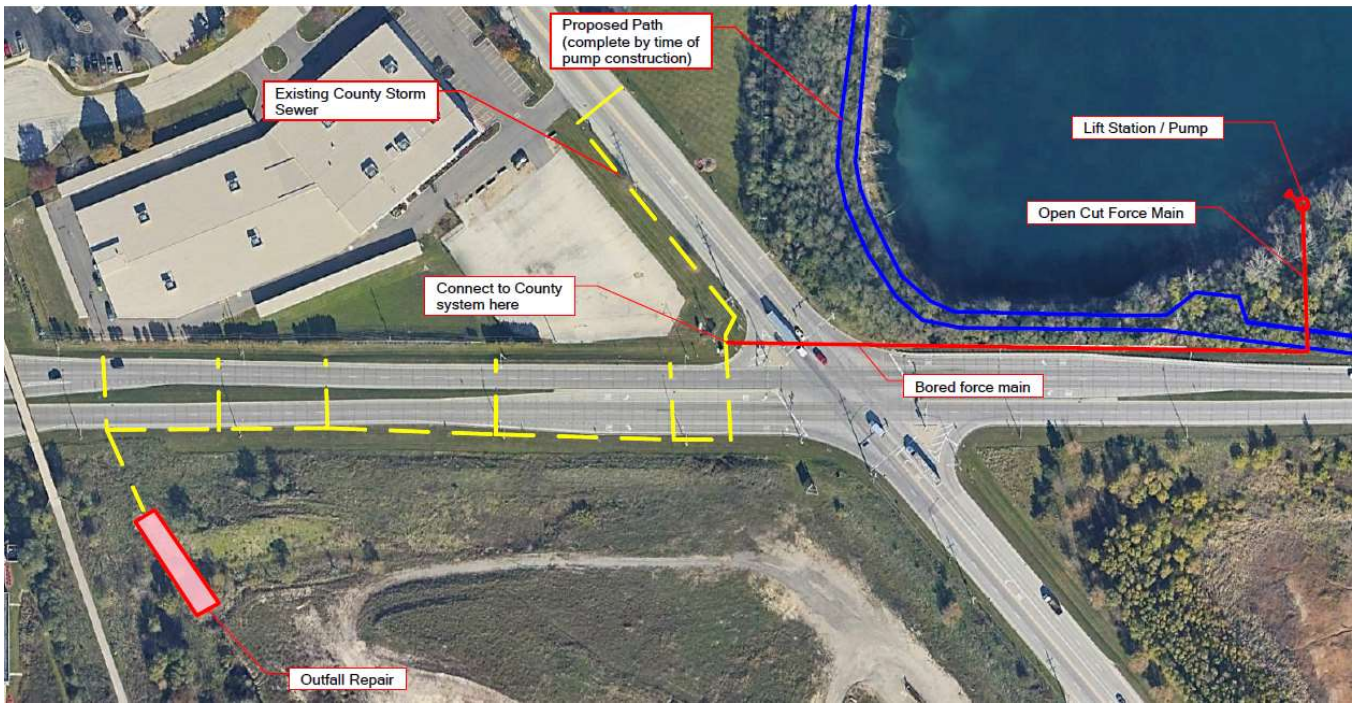
Background:

The water levels at the Three Oaks Recreation Area vary based on the amount of precipitation. With no natural outlet for lake water, when rainfall amounts consistently exceed historical averages, the Three Oaks water levels can rise to levels that may negatively impact the park's amenities, including structures. Even though water levels have moderated recently because of repeated dry conditions, high water levels significantly impacted the park's amenities as recently as 2019 and 2020.

Due to the unpredictability of future rainfall, and subsequent water levels, the City has investigated different methods to manage water levels. A gravity sewer was initially considered, but due to the soil conditions south of Rakow Road, the cost was prohibitive. A second solution involves constructing a pumping station (lift station) that would pump the storm water into the existing Rakow Road storm sewer that drains onto the private property southwest of the park. Prior to Vulcan Materials mining the current Three Oaks Recreation Area site, the natural/ historical drainage pattern was to the southwest. The Rakow Road storm sewer is under the jurisdiction of the McHenry County Division of Transportation (County).

The pump would only operate when lake levels reach a certain stage and after the County's system has drained down (post storm). Water flowing through the storm sewer would then follow natural drainage patterns to the south. The County storm sewer currently outfalls on the property southwest of the park. City staff is currently working with the County to develop an intergovernmental agreement for the use of the storm sewer and to modify the existing outfall. This agreement will be presented to the City Council at a future meeting.

The total cost of the project is approximately $3,000,000 and is included in the Fiscal Year 2024B budget. The exhibit below depicts the approximate location of the pump station and storm sewer connections.



In order to allow the water to outfall on private property, the property owner, Jemco Properties, LLC, and the City will enter into a grant of easement. This easement agreement will authorize the City to allow water to flow through the property and to modify the existing outfall. Jemco is required to accept and convey the water through their site. The agreement states that if flooding is occurring on the Jemco property, the City will delay turning on the pumps until the water subsides. Due to the geographic characteristics of the property, the City anticipates only needing to shut off water flow during very extreme rain events and for a short duration. In consideration for granting the City the easements and accepting the storm water, the City will extend the sanitary sewer on Virginia Road from north of Rakow Road to a manhole just south of Rakow Road at the Virginia Road intersection. The public sewer will encourage future economic development south of Rakow Road.

City special legal counsel has reviewed the easement document and Jemco has agreed to the easement terms and signed the document.

Votes Required to Pass:
A simple majority of the City Council.

Res. 24R-___

RESOLUTION

WHEREAS the City is desirous of protecting the infrastructure and amenities at the Three Oaks Recreation Area from flooding at the South Lake; and

WHEREAS a project consisting of a pump station and storm sewer improvements is necessary to manage water levels; and

WHEREAS a drainage easement and temporary construction easement is required to facilitate the construction of the project.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a grant of drainage easement and temporary construction easement agreement in connection with the South Lake water level project at the Three Oaks Recreation Area.

DATED this 1st day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: October 1, 2024
APPROVED: October 1, 2024

Draft

Prepared for and, after Recording, return to:
City of Crystal Lake
Attn: Eric Helm, City Manager
100 West Woodstock Street
Crystal Lake IL 60014

GRANT OF DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT IN CONNECTION WITH SOUTH LAKE WATER LEVEL PROJECT

WHEREAS, the City of Crystal Lake, an Illinois Municipal Corporation, (the "City") owns and operates a public recreation area commonly known as the Three Oaks Recreation Area; and

WHEREAS, a body of water, commonly known as South Lake is situated within Three Oaks Recreation Area, as depicted in Exhibit A (hereinafter, "South Lake"); and

WHEREAS, Jemco Properties LLC (the "Grantor") is the owner of certain property which is located proximate to South Lake and is legally described in Exhibit B attached hereto and made part hereof ("Grantor's Property"); and

WHEREAS, the City intends to engage in a public project for the purpose of controlling the water levels of South Lake (hereinafter, the "Project"); and

WHEREAS, the County of McHenry (the "County") currently owns and operates a public storm sewer within the southern portion of the Rakow Road right-of-way to the west of Virginia Road and to the immediate north of Grantor's Property (the "County Storm Sewer"), as depicted in the Plan Sketch, attached hereto and made a part hereof as Exhibit C; and

WHEREAS, pursuant to an easement granted by Grantor to the County, the County Storm Sewer extends onto the Grantor's Property and contains an outlet (the "Discharge Outlet") which

allows water collected by the County Storm Sewer to flow through the flared end sections of the Discharge Outlet onto stone rip rap on the Grantor's property and overland across the Grantor's property as set forth in the easement agreement entered into between the Grantor and the County and recorded with the McHenry County Recorder as Document Number 2010R0040063, recorded on September 14, 2010 (hereinafter, the "Existing Permanent Easement"). A true and correct copy of the County Storm Sewer Easement is attached hereto and made a part hereof as exhibit D.

WHEREAS, the Discharge Location is generally depicted in the Plan Sketch attached hereto and made a part hereof as Exhibit C.

WHEREAS, the Project will entail the City installing a stormwater pumping station to pump water from the South Lake into the County Storm Sewer, (hereinafter, the "Drainage Facilities").

WHEREAS, Grantor desires to continue to fill the Grantor's Property per the permit issued by the City on March 12, 2021; and

WHEREAS, Grantor desires to grant to the City the rights to utilize the Existing Permanent Easement to allow water from South Lake to be drained through the Drainage Facilities into the County Storm Sewer and through and along the Existing Permanent Easement and to further grant to the City a temporary construction easement, for the purpose of allowing the repair of the Discharge Location in connection with the Project.

NOW THEREFORE, for and in consideration of the sum of $1.00 and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor and the City hereby agree as follows:

1. **Recitals.** The foregoing recitals are repeated and incorporated as though fully set forth herein.

2. **Grant of Easement.** Grantor, for and in exchange for the sum of Ten Dollars ($10.00) and such other consideration as set forth herein, the receipt and adequacy of which is hereby acknowledged, hereby grants, sells, and conveys unto the City for the benefit and use of the City and its successors and assigns a permanent and perpetual easement for the purposes of draining, storing, redirecting, detaining, and transferring water from South Lake through the Drainage Facilities and the County Storm Sewer and over, under, and upon the Existing Permanent Easement along with all drainage structures, facilities, and pipelines and appurtenances thereto, within the Existing Permanent Easement area, along with the right of ingress and egress over and upon the Grantor's Property to carry out the grant of easement set forth herein. It is expressly agreed and understood that the Existing Permanent Easement expressed herein includes the right to drain water from South Lake through the Drainage Facilities and to deposit such water onto the Discharge Location as depicted in the Plan Sketch.

3. **Temporary Construction Easement**. Owner hereby further grants, conveys, and warrants to the City a temporary construction easement for the purpose of carrying out repair work at the Discharge Location over, along, upon, and across the that portion of Grantor's Property as depicted and described in Exhibit E attached hereto and by this reference incorporated herein and made a part hereof ("Temporary Easement Premises"). The Temporary Easement Premises shall be used by the City only during periods of actual repair activities and for any necessary restoration of the Temporary Easement Premises. The Temporary Easement Premises shall remain accessible by the City until such time as a permit is obtained by the Grantor from the City to remove the

Drop Structure which shall be required at such time that the filling of the property warrants the removal of the Drop Structure.

4. **Maintenance of Drainage Facilities.**

   (a) **In General.** Except as otherwise provided herein, the City shall be solely responsible for the Installation of the Drainage Facilities, including maintenance of the Drainage Facilities so that they operate substantially as contemplated in the Plan Sketch.

   (b) **Shut-Off Capability.** The Drainage Facilities shall have equipment to permit the temporary closure of the Drainage Facilities (the **"Shut-Off Mechanism"**). The City agrees to not operate the pump during a rain event and will only discharge into the County's storm sewer after the County's storm sewer has ceased flowing. The Drainage Facilities are designed to carry water from South Lake to the Detention Basin at a maximum rate of six cubic feet per second (6 cf/sec); and

5. **Maintenance of Existing Permanent Easement Area.**

   Grantor shall be solely responsible for the maintenance of the land over and upon the Existing Permanent Easement Area.

6. **City's Obligation to Repair.** The City agrees to repair any damage to Grantor's property that results from the exercise of rights and privileges contained within the Temporary Construction Easement Area described herein. Said damages to property, shall be restored by City as close as is reasonable to the original condition.

7. **City Obligation to Install Sanitary Sewer across Rakow Road**. As further consideration for the grant of easement set forth herein, the City agrees that at such

time as the City engages in a project to install the Drainage Facilities, it will also include within the scope of such project the extension of the City's sanitary sewer from a point approximately four hundred (400) feet north of Rakow Road on Virginia Road beneath and across the James Rakow Road right-of-way, to a manhole located at the southerly right-of-way line of James Rakow Road. The approximate location of such sanitary sewer extension is depicted in the Plan Sketch (Exhibit C). The installation of such sanitary sewer extension shall be without cost or expense to Grantor.

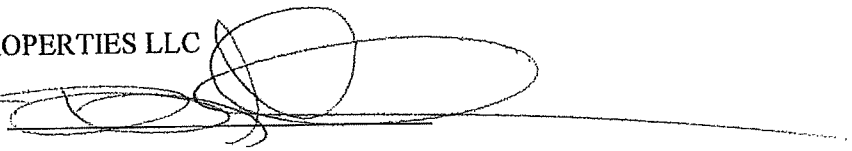
8. **Easement Rights to be Perpetual.** Except as otherwise provided with respect to the Temporary Construction Easement, the Easements herein granted shall be perpetual unto the City and McHenry County unless and until the City or McHenry County formally abandons the Easements. If any of the Easements created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such Easements shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of either (i) Joseph R. Biden, Jr., President of the United States, or (ii) any now-living former President of the United States.

9. **Authority of Grantor.** The undersigned Grantor does hereby affirmatively state that they have the actual authority to execute this grant of easement document and that they possess the actual authority to relinquish the property interests transferred herein.

The undersigned Grantor does relinquish and release unto the said City, their successors and assigns, all of their respective rights of homestead, dower, and curtesy in regard to the easement herein conveyed.

WITNESS our hands and seals this 24th day of September, 2024.

JEMCO PROPERTIES LLC

BY: 

Signature

President

For/Title

Donald Mueller

Printed Name

Public Notary

STATE OF (ILLINOIS)

COUNTY OF (MCHENRY)

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

Lee Fallaw

Notary Public

My Commission Expires: 11/3/27

OFFICIAL SEAL
LEE FALLAW
Notary Public, State of Illinois
Commission No. 684182
My Commission Expires November 03, 2027

CITY OF CRYSTAL LAKE

BY: _____

Signature

_____

For/Title

_____

Printed Name

Public Notary

STATE OF (_____)

COUNTY OF (_____)

Subscribed and sworn to before me this _____ day of _____, _____.

_____

Notary Public

My Commission Expires: _____

EXHIBIT A
LOCATION MAP

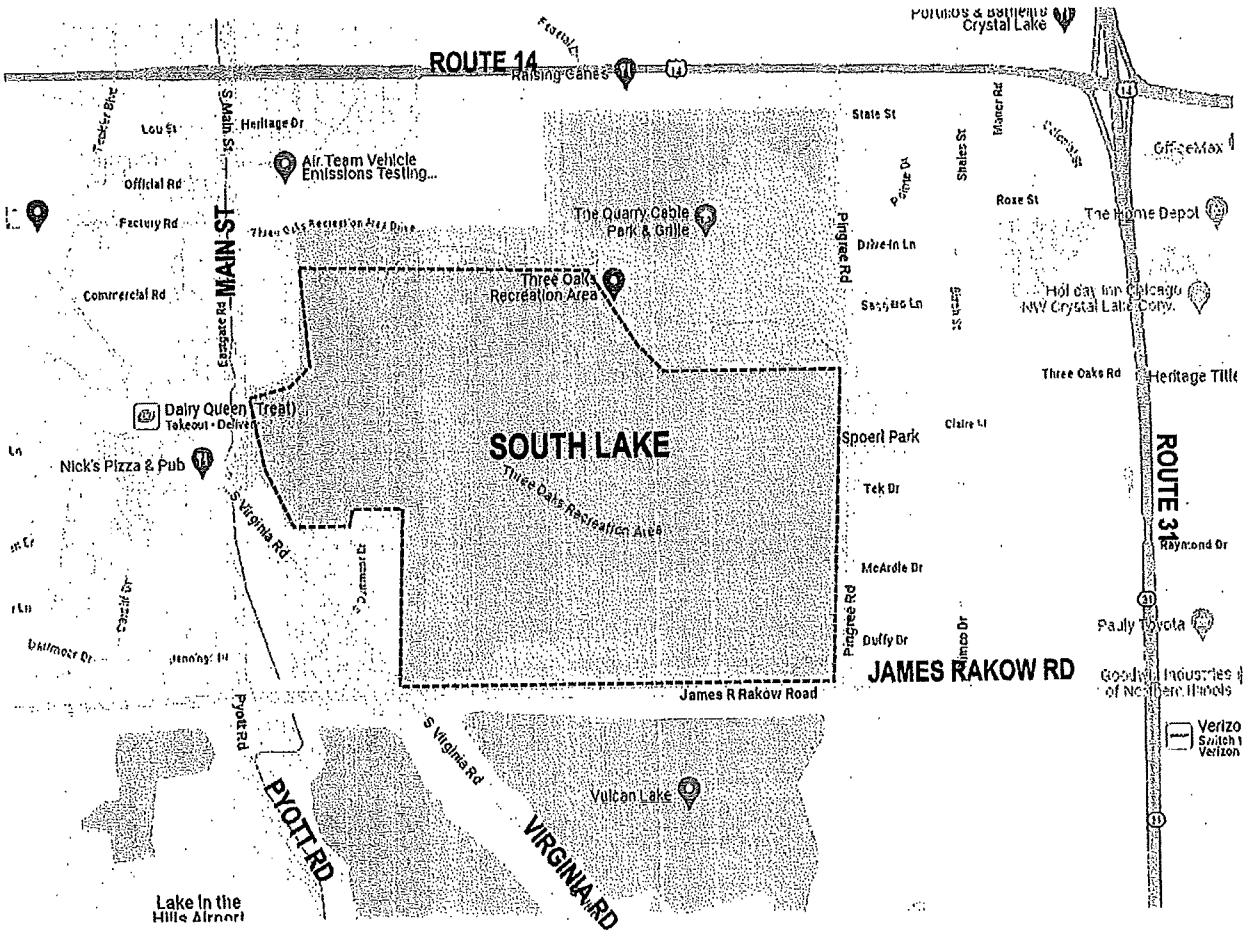
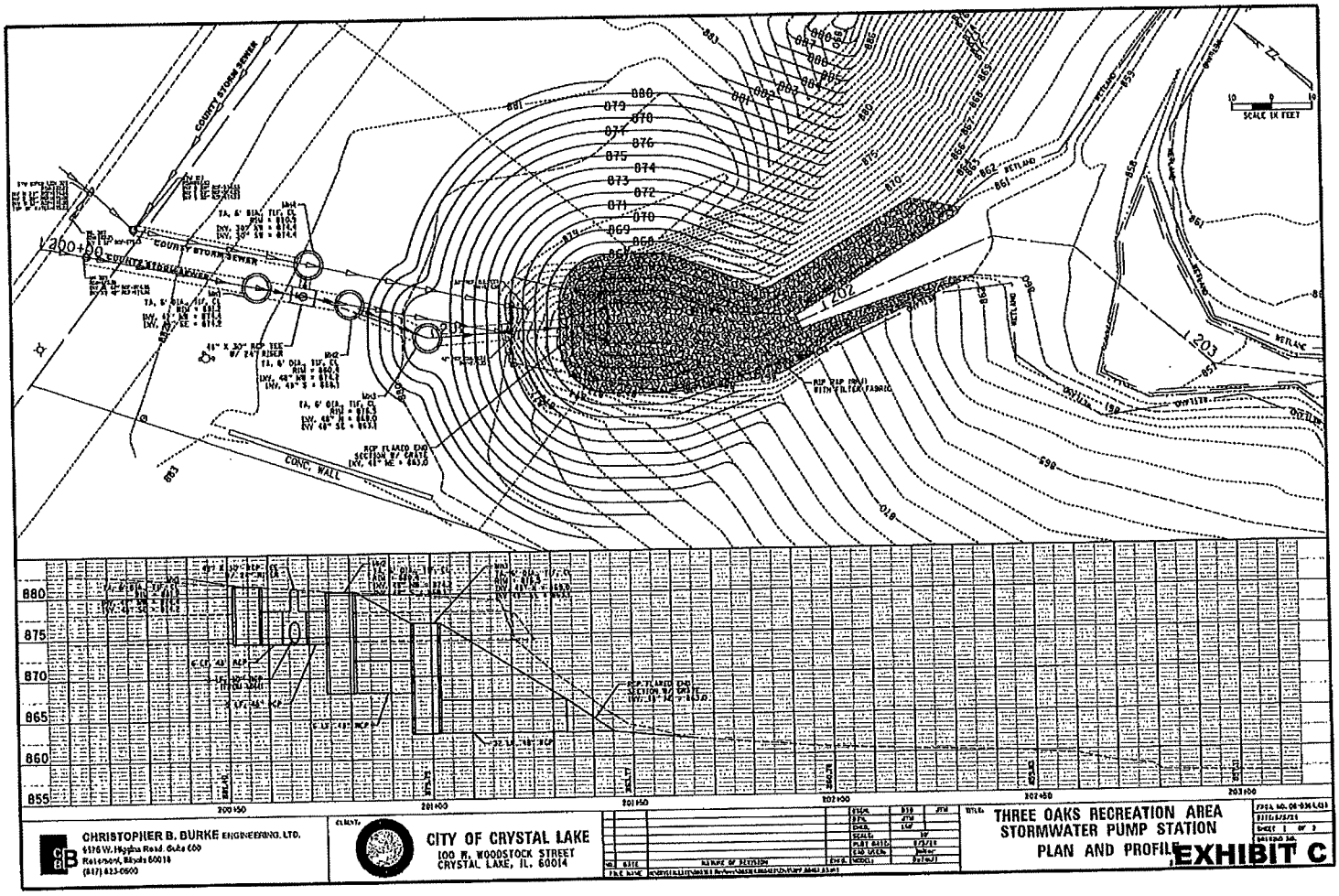


EXHIBIT B
GRANTORS PROPERTY

PROPERTY PINS: 19-16-100-023, 19-16-100-024, 19-16-400-002 (Partial), 19-21-200-005

THAT PART OF SECTION 16 AND THAT PART OF THE NORTH HALF OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES, 21 MINUTES, 39 SECONDS EAST, 299.57 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 16 TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTH 18 DEGREES, 50 MINUTES, 38 SECONDS EAST, 154.32 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF RAKOW ROAD, ACCORDING TO THE HIGHWAY PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2012R0009140 IN McHENRY COUNTY, ILLINOIS AND FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 28 MINUTES, 12 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RAKOW ROAD, 1013.81 FEET; THENCE SOUTH 73 DEGREES, 11 MINUTES, 38 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RAKOW ROAD, 81.25 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF VIRGINIA ROAD; THENCE SOUTH 40 DEGREES, 00 MINUTES, 44 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 519.97 FEET; THENCE SOUTH 41 DEGREES, 03 MINUTES, 53 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF VIRGINIA ROAD, 900.15 FEET TO A POINT; THENCE NORTH 49 DEGREES, 58 MINUTES, 23 SECONDS EAST, 33.00 FEET TO A POINT ON THE EXISTING CENTERLINE OF VIRGINIA ROAD; THENCE SOUTH 39 DEGREES, 59 MINUTES, 54 SECONDS EAST, ALONG SAID CENTERLINE, 1052.79 FEET TO THE MOST NORTHERLY CORNER OF LANDS DESCRIBED IN DOCUMENT NUMBER 853148, AS RECORDED IN McHENRY COUNTY, ILLINOIS AND AS MONUMENTED; THENCE SOUTH 20 DEGREES, 42 MINUTES, 30 SECONDS WEST, 932.66 FEET ALONG THE NORTHWESTERLY LINE OF SAID LANDS AS DESCRIBED IN DOCUMENT NUMBER 853148, AS MONUMENTED, TO THE MOST WESTERLY CORNER OF SAID LANDS; THENCE SOUTH 40 DEGREES, 00 MINUTES, 29 SECONDS EAST, 1365.19 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LANDS AS DESCRIBED IN DOCUMENT NUMBER 853148, AS MONUMENTED, TO THE MOST SOUTHERLY CORNER OF LANDS; THENCE NORTH 51 DEGREES, 50 MINUTES, 31 SECONDS EAST, 813.90 FEET ALONG THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN DOCUMENT NUMBER 853148, AS MONUMENTED, TO THE MOST EASTERLY CORNER OF SAID LANDS (SAID POINT ALSO BEING ON THE EXISTING CENTERLINE OF VIRGINIA ROAD); THENCE SOUTH 40 DEGREES, 00 MINUTES, 29 SECONDS EAST, 576.30 FEET ALONG SAID CENTERLINE OF VIRGINIA ROAD; THENCE SOUTH 52 DEGREES, 26 MINUTES, 46 SECONDS WEST, 879.03 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 51 DEGREES, 38 MINUTES, 52 SECONDS WEST, 1390.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 16 (SAID POINT BEING SOUTH 89 DEGREES, 49 MINUTES, 38 SECONDS EAST, 225.02 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 16); THENCE SOUTH 89 DEGREES, 49 MINUTES, 38 SECONDS EAST, 4.98 FEET ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 2 DEGREES, 40 MINUTES, 21 SECONDS WEST, 688.82 FEET TO A POINT OF INTERSECTION WITH

THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FORMER CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTH 32 DEGREES, 36 MINUTES, 07 SECONDS WEST, 734.75 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5755.56 FEET, FOR AN ARC DISTANCE OF 1361.42 FEET (SAID CURVE HAVING A CHORD BEARING OF NORTH 25 DEGREES, 49 MINUTES, 32 SECONDS WEST AND A CHORD DISTANCE OF 1358.24 FEET) TO A POINT OF TANGENCY; THENCE NORTH 19 DEGREES, 02 MINUTES, 57 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 1572.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 89 DEGREES, 42 MINUTES, 30 SECONDS WEST, 105.91 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER, TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY; THENCE NORTH 18 DEGREES, 50 MINUTES, 38 SECONDS WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 2094.13 FEET; THENCE NORTH 71 DEGREES, 09 MINUTES, 22 SECONDS EAST, 100.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 18 DEGREES, 50 MINUTES, 38 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 100.00 FEET; THENCE SOUTH 71 DEGREES, 09 MINUTES, 22 SECONDS WEST, 100.00' TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 18 DEGREES, 50 MINUTES, 38 SECONDS WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 457.49 FEET TO THE POINT OF BEGINNING, (EXCEPTING THAT PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF LAND DESCRIBED IN DOCUMENT NUMBER 853148, AS RECORDED APRIL 19, 1983 IN McHENRY COUNTY, ILLINOIS (SAID POINT ALSO BEING ON THE EXISTING CENTERLINE OF VIRGINIA ROAD); THENCE SOUTH 40 DEGREES, 00 MINUTES, 29 SECONDS EAST ALONG SAID CENTERLINE OF VIRGINIA ROAD, 576.30 FEET; THENCE SOUTH 52 DEGREES, 26 MINUTES, 46 SECONDS WEST, 879.03 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE SOUTH 51 DEGREES, 38 MINUTES, 52 SECONDS WEST, 1111.61 FEET; THENCE NORTH 38 DEGREES, 21 MINUTES, 08 SECONDS WEST, 723.12 FEET; THENCE NORTH 49 DEGREES, 59 MINUTES, 31 SECONDS EAST, 1155.00 FEET TO A POINT LOCATED ON THE MONUMENTED SOUTHWESTERLY LINE OF SAID LANDS DESCRIBED IN DOCUMENT NUMBER 853148; THENCE SOUTH 40 DEGREES, 00 MINUTES, 29 SECONDS EAST ALONG SAID MONUMENTED SOUTHWESTERLY LINE OF LANDS DESCRIBED IN DOCUMENT NUMBER 853148, FOR A DISTANCE OF 190.00 FEET, TO THE MOST SOUTHERLY CORNER OF SAID LANDS DESCRIBED IN DOCUMENT NUMBER 853148; THENCE NORTH 51 DEGREES, 50 MINUTES, 31 SECONDS EAST, ALONG THE MOST SOUTHERLY LINE OF SAID LANDS DESCRIBED IN DOCUMENT NUMBER 853148, AS MONUMENTED, FOR A DISTANCE OF 813.90 FEET, TO THE POINT OF BEGINNING). PARCEL CONTAINING 170.74 ACRES, MORE OR LESS, IN THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS.



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT: CITY OF CRYSTAL LAKE
100 N. WOODSTOCK STREET
CRYSTAL LAKE, IL. 60014

TITLE: THREE OAKS RECREATION AREA
STORMWATER PUMP STATION
PLAN AND PROFILE

EXHIBIT C

EXHIBIT D
EXISTING PERMANENT EASEMENT DOCUMENT

(3)

PERMANENT EASEMENT AGREEMENT

8056887
Tx:4033169

PHYLLIS K. WALTERS
RECORDER-MCHENRY COUNTY, IL
2010R0040063
09/14/2010 11:46 AM PAGES 3
RECORDING FEE 25.00
GIS FEE 15.00

McHenry County Division of Transportation

Route: Rakow Road
Section: 05-00308-00-WR
Job No.: R-91-007-06
County: McHenry
PIN: 19-16-100-016
Parcel: 1R40018PE

Owner: Curran Group, Inc.

Address:
Southwest corner of Virginia Road and
James R. Rakow Road, Crystal Lake, Illinois

RESERVED FOR RECORDER'S USE ONLY

AGREEMENT CONCERNING LAND FOR A PERMANENT EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, **CURRAN GROUP, INC.**, of the County of McHenry, and the State of Illinois, for and in consideration of the sum of Seven Thousand and 00/100's Dollars–($7,000.00), in hand paid, the receipt of which is hereby acknowledged, hereby represents, that it owns the fee simple title to and does by these presents grant the permanent right, easement, and privilege to enter upon the following described land unto the **COUNTY OF McHENRY, a body politic and corporate**, for the use of said County, its agents, contractors and engineers, for the purpose of drainage purposes.

SEE ATTACHED FOR LEGAL DESCRIPTION

Grantee shall have the perpetual right to enter or reenter the above described premises for the installation, reinstallation, maintenance or repair, construction or reconstruction, relocation and/or improvement of the above described facilities or improvements.

IN WITNESS WHEREOF, said Grantor has caused its corporate name to be hereunder subscribed by its President and its duly attested corporate seal to be hereto affixed, all in the City/Village of CRYSTAL LAKE, State of Illinois, this 1st day of SEPTEMBER, 2010.

CURRAN GROUP, INC.

(Corporate Seal)

By: _____
Timothy J. Curran, President

ATTEST:

By: _____
Catherine C. Curran, Secretary

40-

State of Illinois)
)SS
County of McHenry)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Timothy J. Curran, President and Catherine C. Curran, Secretary of CURRAN GROUP, INC. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument, as their free and voluntary act, and the free and voluntary act of the Corporation, for the uses and purposes therein set forth, pursuant to the authority given by the Board of Directors of said Corporation and caused the corporate seal of said Corporation to be thereto affixed.

Given under my hand and Notarial seal this 1st day of September, 2010

Notary Public

OFFICIAL SEAL
SUSAN M LENIUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/06/12

This document was prepared by:

Mark D. Mathewson
Mathewson Right of Way Company
30 N. LaSalle Street, Suite 1726
Chicago, IL 60602

Grantee's Address:
McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098

Return to:
Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560

MCH-ME-1267.0 (3/4)
MCH-ME-1280.0

McHenry County Recorder Phyllis K. Wilson # 2010R0040083

Route : F.A.P. 336 (James R. Rakow Road)
Section: 05-00308-00-WR
County : McHenry
Job No.: R-91-007-06
Parcel : 1H40018P.E.
Sta. 174+13.55 To Sta. 175+30.36
Owner : Curran Group, Inc.

Index No. 19-16-100-016

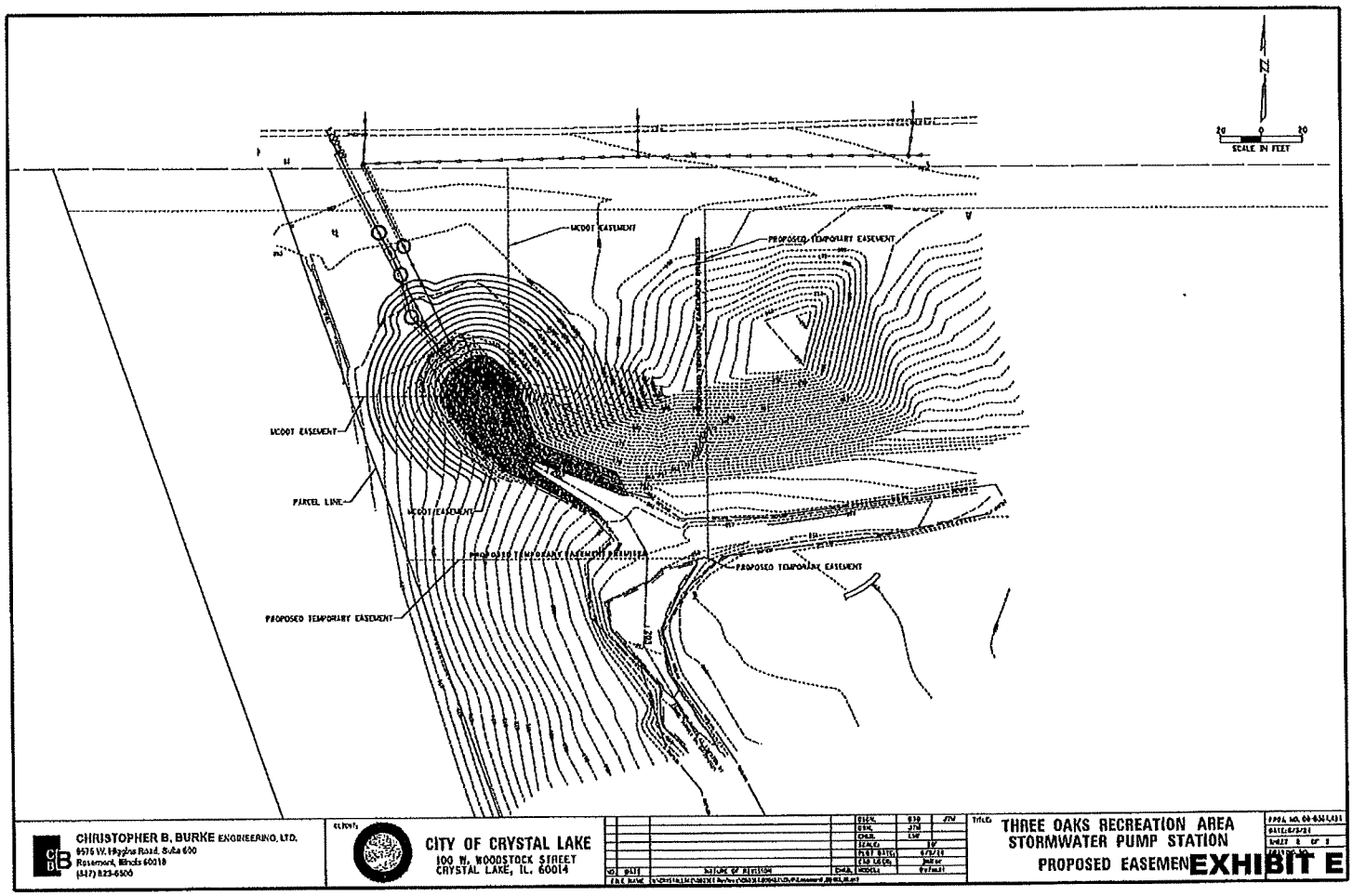
That part of the Northwest Quarter of Section 16, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 16; thence on an assumed bearing of South 89 degrees 45 minutes 19 seconds East along the north line of the Northwest Quarter of said Section 16, a distance of 405.58 feet (405.65 feet, recorded) to the easterly right of way line of the former Chicago and North Western Railway Company; thence South 19 degrees 14 minutes 36 seconds East along the easterly right of way line of the former Chicago and North Western Railway Company, a distance of 106.08 feet (106.07 feet, recorded) to the south right of way line of James R. Rakow Road recorded August 16, 1993 as document number 93R048243; thence continuing South 19 degrees 14 minutes 36 seconds East along the said easterly right of way line of the former Chicago and North Western Railway Company, a distance of 48.05 feet to the point of beginning; thence South 89 degrees 51 minutes 24 seconds East, a distance of 116.21 feet; thence South 0 degrees 08 minutes 36 seconds West, a distance of 110.00 feet; thence North 89 degrees 51 minutes 24 seconds West, a distance of 77.50 feet to the easterly right of way line of the former Chicago and North Western Railway Company; thence North 19 degrees 14 minutes 36 seconds West along the said easterly right of way line of the former Chicago and North Western Railway Company, a distance of 116.61 feet to the point of beginning.

Said permanent easement containing 0.245 acre, more or less.

Said permanent easement to be used for drainage purposes.

McHenry County Recorder Phyllis K. Wilbur # 2018R034063



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-6500

CLIENT:
CITY OF CRYSTAL LAKE
100 N. WOODSTOCK STREET
CRYSTAL LAKE, IL. 60014

NO.	DATE	NATURE OF REVISION	DSGN.	DRN.	CHKD.	PROJ. MGR.	PROJ. ENGR.	FILE NAME
			BSB	JTM	CBB			

TITLE:
THREE OAKS RECREATION AREA
STORMWATER PUMP STATION
PROPOSED EASEMENT **EXHIBIT E**

PROJ. NO. 09-0341.01
DATE: 6/23/11
SHEET 1 OF 1
DRAWING NO.

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: Proposal Award - Security Guard Services at the Three Oaks Recreation Area

Council Discretion: Motion to adopt a Resolution authorizing the City Manager to execute a five-year agreement with the most responsive and responsible proposer, Andy Frain Services, for Unarmed Site Security Services at the Three Oaks Recreation Area in the submitted proposal amounts, with a 10-percent annual contingency as determined from the total annual rate depicted in this agenda supplement

Staff Contact: Rick Neumann, Deputy Chief of Police
Nick Hammonds, Deputy City Manager
Ryan Oates, Assistant to the City Manager

Background:

Beginning in January 2020, the City has contracted with Andy Frain Services for unarmed site security at the Three Oaks Recreation Area. The five-year contract with Andy Frain is set to expire at the end of 2024. The City has requested proposals from qualified security companies to provide security at Three Oaks for the next five-year term. A review of the prices provided by three security firms revealed the following:

Company	Hourly Rate	Total Annual Rate*	Optional Extra Duty Detail	Optional Vehicle Cost per Week
Andy Frain √	$25.73	$65,740.15	$25.73	$369.23
Gamma Team Security	$28.00	$71,540.00	$28.00/$30.00 (Sup.)	$175.00
Securitas**	$45.00	$114,975.00	$45.00	$450.00

*Pricing based on 2,555 annual hours of service.
**Securitas's pricing does not include 401k/Pension Contribution, Medical Coverage, or other prevailing wage requirements that arise.
√Most responsive and responsible proposer.

Evaluation:

Contracting for security services at Three Oaks achieves numerous benefits for the City. First, the City no longer needs to allocate Police Department staff to directly supervise the security personnel. This provides the Police Department personnel with more time to perform other duties. Second, workers' compensation liability is assumed by the contracted security service provider. Finally, due to the part-time nature of the position and the overnight hours, the position can be difficult to staff and retain security personnel. It will be the responsibility of the contractor to ensure that qualified staff are employed and that the security hours are filled.

Recommendation:

Due to the unique nature of the services, it was determined that seeking a request for proposals was advantageous to the City and met the criteria as established in the City Code. Staff recommends the City accept Andy Frain Service's proposal for providing unarmed site security services at the Three Oaks Recreation Area. Andy Frain provided the lowest fixed pricing for the five-year term. Funds will be budgeted in the FY 2025 Professional Services budget of the Three Oaks Recreation Area for this expenditure.

Andy Frain has provided site security services for the Three Oaks Recreation Area for the past five years and currently provides crossing guard services for the City. The crossing guard services contract will expire in 2025. The City will open a request for proposals for the City Council's consideration prior to the expiration of the crossing guard services contract next year.

Votes Required to Pass:

Simple majority.

Res. 24R-___

R E S O L U T I O N

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a five-year contract between the CITY OF CRYSTAL LAKE and the most responsive and responsible proposer, Andy Frain Services, for Unarmed Site Security Services at the Three Oaks Recreation Area in the submitted proposal amounts, with a 10 percent annual contingency as determined from the total annual rate as depicted in the October 1, 2024 agenda supplement.

DATED this 1st day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
CITY CLERK

PASSED: October 1, 2024
APPROVED: October 1, 2024

41. **PRICING SHEET**: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: Andy Frain Services

Company Address: 761 Shoreline Dr

City, State, Zip Code: Aurora IL 60504

Contact Person: Susan Grimm

Contract Person Phone / E-Mail: 847-791-4294 sgrimm@andyfrain.com

Proposals for: Unarmed Security Guard Services, per the specifications identified herein.

Item:	Year 1 Price: 2025	Year 2 Price: 2026	Year 3 Price: 2027	Year 4 Price: 2028	Year 5 Price: 2029
Security Officer Per Hour Rate (9:00 p.m. – 4:00 a.m. daily, 365 days per year)	$ 25.73	$ 26.50	$ 27.29	$ 28.11	$ 28.95
Security Supervisor Per Hour Rate (9:00 a.m. – 4:00 a.m. daily, 365 days per year)	$ 25.73	$ 26.50	$ 27.29	$ 28.11	$ 28.95
Vehicle (if needed)	$ 19200.00	$ 19200.00	$ 19200.00	$ 19200.00	$ 19200.00

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Consultants must submit a sealed envelope with one copy of the proposal.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the consultant must sign below.

Signature: Susan Grimm Date: 09/08/2024

Printed Name: Susan Grimm Title: Director

GAMMA TEAM SECURITY, INC

FEE PROPOSAL

Company Name: Gamma Team Security, Inc.

Company Address: 3520 Commercial Ave.

City, State, Zip Code: Northbrook, IL 60062.

Contact Person: Wolf Ikhlov.

Contact Person Phone / Email: 847-404-6965; info@gammateamcorp.com

Item:	Year 1 Price: 2025	Year 2 Price: 2026	Year 3 Price: 2027	Year 4 Price: 2028	Year 5 Price: 2029
Security Officer Per Hour Rate (9:00p.m. - 4:00a.m. daily, 365 days per year)	28 $/hour	30 $/hour	32 $/hour	34 $/hour	36 $/hour
Security Supervisor Per Hour Rate (9:00p.m. - 4:00a.m. daily, 365 days per year)	30 $/hour	32 $/hour	34 $/hour	36 $/hour	38 $/hour
Vehicle (if needed)	25 $/day	26 $/day	27 $/day	28 $/day	29 $/day

Overtime requested by Client will be billed holiday rate.

Thank you for considering Gamma Team Security as your security services provider. Our team is available at your convenience for a presentation or site visit to provide a more detailed overview of our capabilities.

Signature: _____ Date: 09/05/2024

Printed name: Wolf Ikhlov Title: Company President

41. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: Securitas Security Services USA, Inc.

Company Address: 565 Lakeview Pkwy STE 118

City, State, Zip Code: Vernon Hills, IL 60061

Contact Person: RFP Contact: Dan Walsh, Business Development Manager

Contract Person Phone / E-Mail: 414.248.0526 | | daniel.walsh@securitasinc.com;

Proposals for: Unarmed Security Guard Services, per the specifications identified herein.

Item:	**Year 1 Price: 2025**	**Year 2 Price: 2026**	**Year 3 Price: 2027**	**Year 4 Price: 2028**	**Year 5 Price: 2029**
Security Officer Per Hour Rate (9:00 p.m. – 4:00 a.m. daily, 365 days per year)	$ $45	$ $46	$ $47	$ $48	$ $49
Security Supervisor Per Hour Rate (9:00 a.m. – 4:00 a.m. daily, 365 days per year)	$ $45 Temporary Rate	$ $46 Temporary Rate	$ $47 Temporary Rate	$ $48 Temporary Rate	$ $49 Temporary Rate
Vehicle (if needed)	$1800 + fuel $ Monthly Rate	$1800 + Fuel $ Monthly Rate	$1800 + Fuel $ Monthly Rate	$2000 + Fuel $ Monthly Rate	$2000 + Fuel $ Monthly Rate

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Consultants must submit a sealed envelope with one copy of the proposal.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the consultant must sign below.

Signature: Robert Salas Digitally signed by Robert Salas Date: 2024.09.11 10:40:42 -05'00' Date: September 11 2024

Printed Name: Robert Salas Title: Area Vice President

****Please see the below pricing considerations that will apply with our bid.

-Securitas will direct bill the following prevailing wage benefits as they occur.

1. 401k/Pension Contribution
2. Medical Coverage
3. Any other prevailing wage requirements that may arise.

Pricing Details

Securitas has gone paperless and we believe strongly in our MySecuritas and Securitas Vision 2.0 touring and reporting systems. Our proposed pricing includes a smartphone for use with the MySecuritas and Securitas Vision programs. This phone number may be given out to the employees for Escort, Emergency, and Incident contacts. Please consider this expense when comparing pricing.

Bill rates include the following items:

- Recruitment, background screening and hiring costs.
- Employee wages, payroll taxes and insurance.
- In accordance with the Affordable Care Act, the opportunity for all eligible employees to enroll in a subsidized ACA compliant Bronze medical plan.
- Excellence in Service performance recognition program.
- District award qualification for Officer of the Month, Officer of the Quarter and Officer of the Year.
- Free life insurance and paid time off / vacation typically 1 week after one year; 2 weeks after five years; 3 weeks after ten years (in accordance with any local / state laws that may apply).
- Complete uniforms for each season, including replacements as needed.
- Introductory, pre-assignment and paid on-site training.
- Advanced Certification Training 1, 2, and 3 with e-learning technology.
- Learning Management System to track completed courses and test scores.
- Monthly service review and planning meetings with local district manager.
- Computer-based post orders, including client emergency response procedures.
- Site-specific written test based on post orders and client policies.
- 24-hour National Communications Center.
- Department of Homeland Security SAFETY Act Designation.

Enhanced Benefits include:

- Anthem Engage Elite; an online resource that can help employees manage health care expenses with discounts and perks and make healthy choices.
- Livongo; helps employees who are currently living with diabetes to better manage and improve their condition all while saving money.
- Omada; a science-backed health and weight management program that motivates employees to take charge of their weight and reduce their risk for diabetes and other health conditions.
- EAP; support options, from over-the-phone counseling to resources like legal referrals, daycare and elder care, identity theft consultations, adoption assistance, education support for tutoring and college/university searches and financial counseling.
- Life Insurance; the Company-paid life insurance benefit is increased to $10,000.
- Smart Dollar; a proven financial wellness program. Using motivational content, interactive tools and expert financial advice.
- Securitas College Programs; With Purdue Global Online University Online, offers up to 1,000 officers annually 90% tuition reimbursed programs that better prepare employees for a career in security.

Overtime/holiday rate will apply for the following nine holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Day

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: Bid Award – Three Oaks Recreation Area Entrance Project

Staff Recommendation: Motion to award the contract for installation of new gates and electronics at the Three Oaks Recreation Area parking gate to the lowest responsive and responsible bidder, Electrical Contractors, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Electrical Contractors, Inc. in the amount of $96,660.00, execute change orders for up to 10% of the contract amount, and to approve warranted completion date change orders

Staff Contact: Nick Hammonds, Deputy City Manager
Jose Garcia, Civil Engineer
Ryan Oates, Assistant to the City Manager

Background:

Since the Three Oaks Recreation Area opened in 2010, the park has utilized gates at both entrances to ensure that the park is secure during the evening hours. Three Oaks Recreation Area currently uses one electronic gate with a proximity card scanner and four manual gates to lock the park at night. The Water's Edge Development includes modifications to the entrance drives to the park, which renders the existing entrance gates obsolete in their current location. To ensure that Three Oaks Recreation Area remains secure during the off-hours, City staff recommends to relocate the existing entrance gates closer to the Three Oaks Recreation Area parking gate.

The Engineering Department created and reviewed plans to ensure the entrance gates will be effective in deterring vehicles after hours. The City requested bids from reputable electrical and gate companies to relocate the proximity card readers and replace the entrance gates. Bids were advertised publicly, opened, and read aloud on September 19, 2024. The bid results are presented in the table below:

THREE OAKS RECREATION AREA ENTRANCE PROJECT September 19, 2024

Three Oaks Recreation Area Entrance Project			*Electrical Contractors, Inc. Mundelein, IL*		*Illinois Gate Solutions South Elgin, IL*	
Description of Materials & Work	**Est. Qty.**	**Unit**	**$ (per Unit)**	**Total $**	**$ (per Unit)**	**Total $**
MOBILIZATION	**1.0**	LS	$ 4,500.00	$ 4,500.00	$ 9,500.00	$ 9,500.00
TRAFFIC CONTROL AND PROTECTION (SPECIAL)	**1.0**	LS	$ 4,152.00	$ 4,152.00	$ 14,250.00	$ 14,250.00
REMOVE AND RELOCATE EXISTING PROX CARD READERS, COMPLETE	**2.0**	EA	$ 3,334.00	$ 6,668.00	$ 9,000.00	$ 18,000.00
PROPOSED NEW OPERATORS	**2.0**	EA	$ 12,590.00	$ 25,180.00	$ 18,000.00	$ 36,000.00
PROPOSED NEW 16' GATE, COMPLETE	**1.0**	EA	$ 9,442.00	$ 9,442.00	$ 21,600.00	$ 21,600.00
PROPOSED NEW 22' GATES, COMPLETE	**2.0**	EA	$ 10,067.00	$ 20,134.00	$ 24,000.00	$ 48,000.00
PROPOSED UC-1" (UNDERGROUND CONDUIT AND WIRING)	**1.0**	LS	$ 11,138.00	$ 11,138.00	$ 18,000.00	$ 18,000.00
PROPOSED HANDHOLES	**2.0**	EA	$ 2,120.00	$ 4,240.00	$ 3,600.00	$ 7,200.00
CONNECT ELECTRICAL TO EXISTING HANDHOLE	**1.0**	EA	$ 3,114.00	$ 3,114.00	$ 18,500.00	$ 18,500.00
CONNECT ELECTRICAL TO EXISTING CONTROLLER (IF NEEDED)	**1.0**	LS	$ 1,384.00	$ 1,384.00	$ 6,000.00	$ 6,000.00
NEW SERVICE FROM COMED (IF NEEDED)	**1.0**	LS	$ -	$ -	$ 9,500.00	$ 9,500.00
CONNECT TO EXISTING WIEGAND FOR TRANSFERRED PROX CARD READERS	**1.0**	LS	$ 2,076.00	$ 2,076.00	$ -	$ -
EXISTING CONTROLLERS TO BE RE-PROGRAMMED WITH PROPOSED GATE SYSTEM	**1.0**	LS	$ 2,076.00	$ 2,076.00	$ 9,600.00	$ 9,600.00
PARKWAY RESTORATION	**1.0**	LS	$ 2,556.00	$ 2,556.00	$ 12,000.00	$ 12,000.00
MISCELLANEOUS AND CONTINGENCY (AS SUBMITTED BY ILLINOIS GATE SOLUTIONS)	**N/A**	N/A	N/A	N/A	N/A	$ 14,845.34
Total Bid Price				**$ 96,660.00**		**$242,995.34**

The new gates will be located directly next to the parking gate, which will give Three Oaks Recreation Area staff easier access and control when shutting the gates. Staff will be able to use their proximity cards to open and close the gates. The location of the gates will allow for both the inbound and outbound traffic lanes to be closed adjacent to the parking gate. A map of the current and proposed locations is shown below. Electrical Contractors, Inc. will be responsible for the movement, replacement, and electrical set up of the gates.



Recommendation:

The Engineering Department and City Manager's Office have reviewed all bids for completeness and accuracy in accordance with the invitation to bid document. Electrical Contractors, Inc. has submitted the lowest responsive and responsible bid per the specifications stated in the bid document, based on a typical scenario and anticipated work needed. The City of Crystal Lake has worked with Electrical Contractors, Inc. on previous projects and received satisfactory results. Therefore, it is the recommendation of staff to award the contract to the lowest responsive, responsible bidder, Electrical Contractors, Inc. to perform the work for the Three Oaks Recreation Area Entrance Project 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

Res. 24R-___

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to modify the existing Three Oaks Recreation Area entrance gates due to changes in the traffic configuration; and

WHEREAS the CITY received and publicly opened bids for the Three Oaks Recreation Area Entrance Project on September 19, 2024; and

WHEREAS the lowest responsive and responsible bidder is Electrical Contractors, Inc., Mundelein, 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 Electrical Contractors, Inc. for the Three Oaks Recreation Area Entrance Project in the amount of $96,660.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

DATED this 1st day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: October 1, 2024
APPROVED: October 1, 2024

Draft

Three Oaks Recreation Area Entrance, City of Crystal Lake, Illinois

No.	Description	Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1.0	LS		$ 4,500.00 -
2	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1.0	LS		$ 4,152.00 -
3	REMOVE AND RELOCATE EXISTING PROX CARD READERS, COMPLETE	2.0	EA	$3,334.00	$ 6,688.00 -
4	PROPOSED NEW OPERATORS	2.0	EA	$12,590.00	$25,180.00 -
5	PROPOSED NEW 16' GATE, COMPLETE	1.0	EA		$ 9,442.00 -
6	PROPOSED NEW 22' GATES, COMPLETE	2.0	EA	$10,067.00	$20,134.00 -
7	PROPOSED UC-1" (UNDERGROUND CONDUIT AND WIRING)	400.0	FOOT		$ 11,138.00 -
8	PROPOSED HANDHOLES	2.0	EA	2,120.00	$ 4,240.00 -
9	CONNECT ELECTRICAL TO EXISTING HANDHOLE	1.0	EA		$ 3,114.00 -
10	CONNECT ELECTRICAL TO EXISTING CONTROLLER (IF NEEDED)	1.0	LS		$ 1,384.00 -
11	NEW SERVICE FROM COMED (IF NEEDED)	1.0	LS		$ N/A -
12	CONNECT TO EXISTING WIEGAND FOR TRANSFERRED PROX CARD READERS	1.0	LS		$ 2,076.00 -
13	EXISTING CONTROLLERS TO BE RE-PROGRAMMED WITH PROPOSED GATE SYSTEN	1.0	LS		$ 2,076.00 -
14	PARKWAY RESTORATION	1.0	LS		$ 2,556.00 -

CONTRACT AMOUNT $ 96,680.00 -

Al Krueger

Contractor Representative

510 Stevenson Road
South Elgin, IL 60177
877-769-6556

Detailed Cost Breakdown

1. Mobilization and Traffic Control

- **Mobilization:** $9,500
- **Traffic Control and Protection (Special):** $14,250

Includes all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, and remove all traffic control devices.

2. Removal and Relocation of Existing Prox Card Readers

- **Removal and Relocation:** $18,000

Includes all labor, material, and equipment necessary to remove and relocate the existing prox card readers, wiring, and components.

3. Installation of New Gates and Operators

- **Proposed New 16' Gate, Complete:** $21,600

Installation of the new 16' gate at the walking path in AREA-2, including posts, foundations, and powder coating.

- **Proposed New 22' Swing Gates, Complete:** $48,000

Installation of two new 22' swing gates, including posts, foundations, powder coating, and ensuring operational compatibility with prox card readers.

- **Proposed New Operators:** $36,000

Installation of new gate operator systems, ensuring integration with the relocated prox card readers and functionality as specified.

4. Electrical Work and Connections

- **Connect Electrical to Existing Handhole:** $18,500

Includes all labor, material, and equipment necessary to connect to the existing electrical feed.

- **Connect Electrical to Existing Controller (If Needed):** $6,000

510 Stevenson Road
South Elgin, IL 60177
877-769-6556

Contingency item for connecting to the existing controller if electrical feed from the existing handhole is not feasible.

- **New Service from ComEd (If Needed):** $9,500

Contingency item for any work required by ComEd to provide or modify electric service.

5. Underground Conduit and Wiring

- **Proposed UC-1" (Underground Conduit and Wiring):** $18,000

Installation of the proposed underground conduit and wiring to ensure functionality between the existing prox cards and the new gate operator system.

6. Re-programming and Integration

- **Existing Controllers to be Re-programmed with Proposed Gate System:** $9,600

Re-programming of existing controllers to ensure compatibility with the new gate system and relocated prox card readers.

7. Site Restoration

- **Parkway Restoration:** $12,000

Restoration of all disturbed lawn areas to their original condition, including grading, seeding, and installing erosion control blankets.

8. Additional Items

- **Handholes Installation:** $7,200

Installation of new handholes as required for the project.

Miscellaneous and Contingency: $14,845.34

- **Covers unforeseen conditions and additional minor work as may be required.**

Total Proposed Bid: $222,995.34

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: Board and Commission Appointment – Sustainability Committee

Council Discretion: Motion to approve the appointment of Vignesh Tiruvannamalai to fill a vacancy on the Sustainability Committee for a term expiring October 1, 2027

Staff Contact: Haig Haleblian, Mayor

Background:

On November 17, 2015, the City Council formed the Sustainability Committee ("Committee"), replacing the Ad Hoc Clean Air Counts Advisory Committee established in 2007. The purpose of the Committee is to assist the City in promoting environmental sustainability within the City. As part of the Committee Charter, the City Council approved a total of nine (9) members to fulfill the Committee for three (3) year terms. There is currently one (1) vacancy on the Committee.

Per the Committee Charter, to be a member on the Committee one must live in Crystal Lake, own a business in Crystal Lake, or attend a school in Crystal Lake. Vignesh Tiruvannamalai meets the requirements of the Charter. The Sustainability Committee has recommended Mr. Tiruvannamalai's appointment.

Vignesh Tiruvannamalai is a college student who focuses much of his studies on environmental and sustainability research. Vignesh has been visiting the Committee as a guest over the past year and provides great insights into sustainable practices and social media posts to be used on the City accounts. He has volunteered with numerous environmental organizations in the community and has helped to expand the sustainability efforts within his school community. He is passionate about the environment and would like to continue to make a difference in the Crystal Lake Community.

Appointments to the Sustainability Committee are nominated and confirmed by the Mayor and City Council.

Votes Required to Pass:

Simple majority.

City of Crystal Lake

Sustainability Committee Application

Applicant Information

Name Vignesh Tiruvannamalai

Address: 520 Devonshire Lane Unit 13 (Street) Crystal Lake, IL (City) 60014-7544 (Zip)

Telephone (Home): [redacted] Telephone (Work): [redacted]

e-mail: [redacted]

Please describe your *training* and *education* that would make you an asset to this Committee.

Over the past 6 years, I have completed numerous successful research and development projects regarding sustainability and climate change, with a focus on waste reduction, human safety, and water quality. I started out researching how chemicals we use around our homes (such as pesticides and "eco-friendly" road salt) impact plant growth before investigating how turmeric can be used as a natural method of water disinfection. Subsequently, I proposed an affordable, all-natural alternative to seal wood surfaces (such as patios) and prevent the leaching of toxic chemicals from conventional paint.

I have also taken high school coursework that has provided me with a lot of knowledge regarding the environment: everything from global warming and water pollution to more niche topics including the impacts of coastal construction and eutrophication.

Please describe your *experience* that would make you an asset to this Committee.

At my high school, I collaborated with administration to improve recycling infrastructure (an investment of about $1000 that increased collection capacity by up to 600 gallons/day). I also worked to enhance custodial training practices to ensure that everything placed in a recycling bin gets properly collected.

I then spearheaded an effort to improve sustainability education at my school, creating an interactive presentation and engaging activity that provides the entire student body an opportunity to better understand the multifaceted nature of the environment and how each person and the school community can make a difference with simple sustainable practices. This program is now part of the school's curriculum.

Outside of the school environment, I have met with the administration of Northwestern Medicine's Huntly Hospital to gauge waste output and explore options to divert more waste from the landfill in a way that does not require significant logistical changes or compromise patient or staff safety. I also worked with the D300 Food Pantry to explore options to recycle/compost unsellable food, placing the pantry on a compost startup's service waitlist.

Additionally, I have participated in the Committee's meetings regularly since Summer 2023, creating educational social media posts to be posted on the City's accounts and suggesting areas that the Committee could look into, including waste management practices at School District 47 and educational outreach to schools.

Please describe why you are interested in serving on this Committee.

Sustainability has been an integral part of my life over the past several years, and I want to use the knowledge I have and the experience I have gained to have a positive impact on the city I live in. Over the past year attending Committee meetings, I found it heartwarming to have a place to share my ideas and learn from the diverse perspectives of the other Committee members.

When I was invited last year to present my sustainability initiatives, I was just expecting to give a presentation. However, I got several minutes of feedback on my initiatives from the Committee, engaged in dialogue, and learned a lot from everyone about the aspects of sustainability I hadn't deeply considered before. I recall learning about Mr. Gibson's passion for electric cars and Mr. Crane's interest in emergency management. I am drawn to the Committee because it is not only a way to better the community, but also for me to learn from others, as this experience proved.

As a young adult, I am part of the next generation of people who will need to be stewards of the planet, and if I am appointed to the Committee, I will also focus on directing attention to the schools in Crystal Lake to help spread awareness of our Committee and sustainability as a whole. I believe that the newer generations are vital to the fate of our planet and will do what I can with that in mind.

Beyond my initiatives and involvement in the school and community, I have also adopted sustainable practices in my everyday life. I divert about 95% of my trash from the landfill, and I got my old home to be in the top 20% in the neighborhood with regards to energy efficiency. I also embrace nature as a regular runner and avoid driving when I can. I firsthand know how it is possible to live sustainably with minimal impact to my lifestyle and comfort.

Overall, I want to join the Committee to have a positive impact on the community, improve my skills and knowledge, and learn from others. I look forward to hearing from you soon, and I thank you for your time spent reading this application.

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Committee, my Committee membership may be terminated.

Signed: *Vignesh Tiruvannamalai* Date: 9/18/2024

Please submit your completed application via email to Ryan Oates, Assistant to the City Manager, at roates@crystallake.org.

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: October 1, 2024

Item: Second Amendment to the Redevelopment Agreement for Water's Edge Mixed-Use Development

Petitioner: Heartland Real Estate Partners, LLC, developer

Staff Recommendation: Adopt a resolution approving and authorizing the City Manager to execute the Second Amendment to the Redevelopment Agreement and authorizing the City Manager to execute the Estoppel and Consent Agreement with Heartland Real Estate Partners, LLC, 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 September 17, 2024 City Council meeting a First Amendment to the redevelopment agreement was approved for the Water's Edge Mixed-Use Development with Heartland Real Estate Partners, LLC (Developer). During the time of consideration, the lender for the Developer had not finalized their review. Therefore, at this time, it is requested that a second amendment be considered.

Request:

The Developer is requesting City approval of a Second Amendment to the RDA and an Estoppel and Consent Agreement to allow for the lender to step in the shoes of the developer, if needed.

KEY POINTS

- None of the proposed language diminishes the City's substantive rights under the RDA and/or the ability to enforce the RDA requirements.
- The proposed amendment to the RDA addresses several of the logistical concerns of the Developer's lender relating to the lender's enforcement rights under the loan documents between the lender and developer. This is a particularly sensitive consideration for the lender because the Residential Infrastructure Note under the RDA is a primary source of collateral, but such note has yet to be issued.

- Several clarifications to the RDA have been requested to allow the lender to "step in the shoes of" the Developer and ensure that the prerequisites for issuance of the Residential Infrastructure Note are satisfied in accordance with the terms and conditions of the RDA.
- The Second RDA Amendment also establishes a clear procedure in the event of a default for the lender either to (a) step into the shoes of the developer and perform under the RDA, or (b) disclaim the RDA and forgo the benefits provided thereunder. Preserving this option is an essential requirement for the lender. Notably, if the developer were to breach the RDA without the lender's involvement, the outcome would be the same as the lender disclaiming the RDA, to-wit: the City would have the right to pursue contract remedies against the developer as set forth in the RDA.

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

Votes Required to Pass:

Consider a resolution approving the Second Amendment to the RDA by a simple majority vote of the Council.

4884-0096-1002, v. 2

RESOLUTION APPROVING SECOND 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 previously entered into a First Amendment to the Agreement (together, the Agreement and the First RDA Amendment shall hereinafter be referred to as the "***Amended Agreement***"); and

WHEREAS, to further address matters relating to the financing of the Water's Edge Redevelopment Project, the City, Developer, and Developer's lender have negotiated additional revisions to the Amended Agreement as set forth in the "Second Amendment to Controlling Redevelopment Agreement" attached hereto as **Exhibit A** (the "***Second RDA Amendment***"); and

WHEREAS, as provided for in the Agreement and consistent with the Second RDA Amendment, Developer, and Developer's lender have requested the City to approve and

execute a certain "Consent, Estoppel, and Agreement" in the form attached hereto as Exhibit B (the "***Consent & Estoppel Agreement***"); and

WHEREAS, the City Council of the City has determined that, consistent with the provisions of the Amended Agreement and Developer's efforts to undertake the development activities for the Water's Edge Redevelopment Project, it is appropriate and in the best interests of the City and its residents to approve the Second RDA Amendment, as well as the Consent & Estoppel 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:

i. approves the Second RDA Amendment in substantially the form attached hereto as Exhibit A;

ii. approves the Consent & Estoppel Agreement in substantially the form attached hereto as Exhibit B;

iii. authorizes the City Manager to execute the Second RDA Amendment and the Consent & Estoppel Agreement on behalf of the City upon receipt of fully executed versions of such First RDA Amendment and Consent & Estoppel Agreement from Developer and (as applicable) its lender.

DATED this 1st day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____

DEPUTY CITY CLERK

PASSED: October 1, 2024
APPROVED: October 1, 2024

4880-3780-6825, v. 1

9/26/24 Version

SECOND 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 **SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT** ("***Second 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 Second 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 Parties did enter into a First Amendment to Redevelopment Agreement dated _____, 2024 (the "***First Amendment***") to address such technical complications. (The Agreement, as amended by the First Amendment, is hereinafter referred to as the "***Amended Agreement***.")

f. Following the Parties entering the First Amendment, additional technical revisions to the Amended Agreement were identified that warranted further amendments thereto.

g. The City Council of the City has determined that further amending the Amended Agreement in the manner set forth in this Second Amendment will align with the Redevelopment

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

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. FURTHER AMENDMENT TO SECTION 15 OF THE AMENDED AGREEMENT. Section 15 of the Amended 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 **accordance with** ~~this~~ Section 15**.D**; or

3. as a result of a "Foreclosure" (as defined in this Section 15) **in accordance with Section 15.D**.

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~~ **Any construction lender or permanent lender of a Developer,** institutional investor, joint venturer, or **"**Mortgagee Party**"** (as hereinafter defined **in this Section 15**) ~~that is 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 **on behalf of the Developer (or on its own behalf if in accordance with Section 15.D of this Agreement)**, subject to and in accordance with the terms and provisions of this Agreement (~~including~~ **and/or** any agreement in place between the City and such institutional investor, joint venturer, or Mortgagee Party **but subject to applicable terms and conditions of this Agreement**).

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 **(or the applicable Mortgagee Party on behalf of such 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 **(and Developer hereby consents to any such Mortgagee Party providing such notice to the City on behalf of Developer)**. 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 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.

1. 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.

2. If any Mortgagee Party or **construction lender or a permanent lender of ~~a~~ Developer** ~~institutional investor~~ shall succeed to the Developer's interest in the Property pursuant to Foreclosure, **then, within 75 days after the transfer instrument with respect to such Foreclosure is recorded with the county recorder's office (subject to extension for the duration of any bankruptcy**

stay due to a bankruptcy filing with respect to such Developer), such Mortgagee Party, construction lender, or a permanent lender of ~~a~~ Developer may either:

(a) ~~and in conjunction therewith accepts an~~ **deliver to the City Manager an express written acceptance of an** assignment of the Developer's interest in this Agreement, **in which case** 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**; or**

(b) **fail to deliver to the City Manager an express written**~~. If any Mortgagee Party does not expressly~~ accept**ance of** an assignment of a Developer's interest hereunder, ~~then~~ **in which case** such party shall be entitled to no rights ~~and~~ **or** benefits under this Agreement **and shall have no obligations under this Agreement**.

3. **An assignee of any Developer Note that has been issued pursuant to this Agreement shall not be obligated to assume or perform any obligations of the Developer under this Agreement or otherwise as a result of such assignment of a Developer Note.**

4. **If any Mortgagee Party or other assignee accepts an assignment of a Developer's interest in this Agreement, such Mortgagee Party or assignee shall not commence Development Work under this Agreement unless such work is performed by a qualified contactor that has been approved by the City Manager (which approval shall not be unreasonably withheld, delayed or conditioned).**

5. If any such Mortgagee Party**, construction lender or a permanent lender of ~~a~~ Developer,** 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**, provided that the failure by such Mortgagee Party, construction lender or permanent lender to request such consent shall not impair or alter its rights and/or obligations in accordance with this Agreement**.

6. ~~For the avoidance of doubt, and consistent with the terms of this Agreement~~ **Without limiting the foregoing**:

~~1~~**(a)** ~~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**, construction lender or a permanent lender of ~~a~~ Developer, or institutional investor; provided that, if any such Mortgagee Party, construction lender or a permanent lender of ~~a~~ Developer, or institutional investor desires to exercise rights of the Developer hereunder, such Mortgagee Party, construction lender or a permanent lender of ~~a~~ Developer, or institutional investor must comply with Section 15.D.2(a)**.

~~2~~**(b)** Developer's granting of any mortgage, pledge, security agreement, assignment or any other loan documents to a Mortgagee Party**, construction lender or a permanent lender of ~~a~~ Developer, or institutional investor**, 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)~~ **no consent or approval by** the City shall ~~not~~ be required **with respect** to ~~further consent to or approve~~ any proposed assignment and assumption by any Mortgagee Party**, construction lender or a permanent lender of ~~a~~ Developer, or institutional investor** of Developer's rights, obligations, and interests under this Agreement, any of the Developer Notes, or related instruments **provided that, if any such Mortgagee Party, construction lender or a permanent lender of ~~a~~ Developer, or institutional investor desires to exercise rights of the Developer hereunder, such Mortgagee Party, construction lender or a permanent lender of a Developer, or institutional investor must comply with Section 15.D.2(a)**.

~~3~~**(c)** Nothing in Section 15 or any other provision of this Agreement shall limit or otherwise apply to **(i)** Developer granting a mortgage**, assignment, pledge, security interest, or other lien** against any portion of the Property, ~~the~~ **(ii) any** sale or other transfer of any portion of the Property **to a Mortgagee Party, construction lender or a permanent lender of ~~a~~ Developer, or institutional investor,** or **(iii)** any Foreclosure, **in each case** irrespective of whether the Developer has completed the Infrastructure or other obligations of Developer under this Agreement, ~~but any rights so obtained by~~ **provided that, if any such Mortgagee Party, construction lender or a permanent lender of ~~a~~ Developer, or institutional investor desires to exercise rights of the Developer hereunder, such Mortgagee Party, construction lender or a permanent lender of ~~a~~ Developer, or institutional investor must comply with Section 15.D.2(a)** ~~a Mortgagee Party shall be subject to the terms and conditions~~ of this Agreement.

E. Additional Definition**s**. 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 such person and (iii) any transferee who acquires ownership of any portion of the Property from such person or from such receiver.

SECTION 3. AMENDMENT TO SECTION 9(c) OF THE AMENDED AGREEMENT. Section 9.C of the Amended Agreement, entitled "Business District," is hereby amended in its entirety, so that said Section 9.C shall hereafter be and read as follows:

C. Business District. The Developer (i) acknowledges that the City will, within six months after the Effective Date of **the Second Amendment to** this Agreement take appropriate steps to establish a "business district" that includes the Property (or any portions thereof) in accordance with 65 ILCS 5/11-74.3-1 *et seq*., (ii) agrees not to object to the establishment of such business district in the event that the taxes (or a portion of the taxes) therefrom are used for maintaining public areas serving the Property or are made available for an economic incentive benefiting the Property (or a portion thereof), and (ii) waives any and all claims relating to any such business district and taxes established thereunder, except to the extent set forth in an economic incentive agreement approved by the City and Developer (or an assignee of Developer approved by the City); provided, however, that such business district may not include any business district tax as authorized under 65 ILCS 5/11-74.3-3(10) at a rate in excess of one percent (1%).

SECTION 4. EFFECTIVE DATE; CONTINUED EFFECT OF AGREEMENT. This Second Amendment shall be in full force and effect as of the date first written above. Except as otherwise expressly provided in this Second Amendment, the Amended Agreement shall remain in full force and effect.

SECTION 5. RECORDATION OF SECOND AMENDMENT. To assure that all successors, assigns, and successor owners have notice of this Second Amendment and the obligations created by it, the Parties agree that the City shall record a certified copy of Second Amendment with the McHenry County Recorder of Deeds, along with a legal description of the Property. The recorded version of the First Amendment to the Agreement shall also have a copy of the legal description of the Property attached.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, each party hereto has caused this Second 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

SIGNATURE PAGE TO SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, each party hereto has caused this Second 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

SIGNATURE PAGE TO SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, each party hereto has caused this Second 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

PREPARED BY AND
WHEN RECORDED RETURN TO:

Miller, Canfield, Paddock & Stone, PLC
227 West Monroe Street, Suite 3600
Chicago, Illinois 60606
Attn: Joseph C. Huntzicker

(Space Above For Recording Use)

COLLATERAL ASSIGNMENT OF DEVELOPER NOTES AND REDEVELOPMENT DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF DEVELOPER NOTES AND REDEVELOPMENT DOCUMENTS (this "Assignment") is entered into as of October ____, 2024, by and between **WATER'S EDGE RESIDENTIAL LLC**, an Illinois limited liability company ("Assignor" or "Developer"), and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, its successors and assigns (in its individual capacity, "Associated") and as administrative agent ("Agent") for itself and those certain financial institutions that are, or may become, from time to time, parties to the Loan Agreement (as defined below) (collectively with Associated, individually, and together with their respective successors and assigns, the "Lenders").

RECITALS

A. Assignor, Agent, Associated and the other Lenders have entered into that certain Construction Loan Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which Lenders have agreed to make (a) a construction loan to Assignor in the aggregate principal amount not to exceed FORTY-SIX MILLION NINE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED SIXTY AND 00/100 DOLLARS ($46,923,360.00) (as increased, reduced or otherwise modified from time to time, the "Construction Loan"), and (b) a TIF bridge loan to Assignor in the aggregate principal amount not to exceed FOUR MILLION AND 00/100 DOLLARS ($4,000,000.00) (as increased, reduced or otherwise modified from time to time, the "TIF Loan"; the Construction Loan and the TIF Loan are individually and collectively the "Loan"), all as provided in the Loan Agreement and the other Loan Documents.

B. The Construction Loan is evidenced by one or more Promissory Notes (Construction Loan) dated as of even date herewith in the aggregate principal amount of Construction Loan from Assignor to the respective Lenders (together with any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor collectively, the "Construction Loan Promissory Notes"). The TIF

Loan is evidenced by one or more Promissory Notes (TIF Loan) dated as of even date herewith in the aggregate principal amount of TIF Loan from Assignor to the respective Lenders (together with any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor collectively, the "TIF Loan Promissory Notes"; the Construction Loan Promissory Notes and the TIF Loan Promissory Notes are collectively the "Notes" and each a "Note").

C. The Loan is secured by, among other things, (i) that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, dated as of even date with the Loan Agreement, executed by Assignor in favor of Agent for the benefit of Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Mortgage"), encumbering Assignor's real property located in the City of Crystal Lake, Illinois and legally described in Exhibit A attached hereto (the "Property"), (ii) that certain Assignment of Leases and Rents executed by Assignor in favor of Agent for the benefit of Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases and Rents"), (iii) that certain Assignment of Agreements Affecting Real Estate executed by Assignor in favor of Agent for the benefit of Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Agreements"), and (iv) certain other instruments.

D. The Loan Agreement, the Notes, the Mortgage, the Assignment of Leases and Rents, the Assignment of Agreements, this Assignment, and any and all other instruments and documents evidencing, securing, or perfecting the Loan or otherwise executed in connection therewith, together with all amendments, restatements, modifications, supplements, extensions, replacements, and substitutions thereof, are collectively referred to herein as the "Loan Documents".

E. By virtue of the Transferee Assumption Agreement (as defined in Section 1.1 below), Assignor is the Transferee-Residential (as defined in the Section 1.1 below) of the "Developer" under the Redevelopment Agreement (as defined in Section 1.1 below). The Property constitutes all or a portion of the "Residential Parcel" as defined in the Redevelopment Agreement.

F. Subject to the terms and conditions of the Redevelopment Agreement, the City agreed, among other things, to issue the Developer Notes (as defined in Section 1.1 below) to Assignor to reimburse Assignor for certain Certified TIF Costs (as defined in the Redevelopment Agreement) incurred by Assignor in connection with construction of certain Infrastructure (as defined in the Redevelopment Agreement) and other improvements on the Residential Parcel.

G. As a condition to executing the Loan Documents, Agent and Lenders have required Assignor to collaterally assign to Agent for the benefit of Lenders all of Assignor's right, title and interest in the Developer Notes and the other Redevelopment Documents, and Assignor has entered into this Assignment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged by each party and in order to induce the Lenders to make the Loans to Assignor, the parties agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Assignment, the following terms have the meanings set forth below, unless the context otherwise requires:

1.1 For purposes of this Assignment, the following terms have the meanings set forth below, unless the context otherwise requires:

"Assignor's Rights" shall mean all of Assignor's rights, interests, claims, privileges and entitlements of any type or nature whatsoever under any of the Redevelopment Documents in its capacity as the Transferee-Residential, including, without limitation, all of such rights, interests, claims, privileges and entitlements in and to all and any Proceeds thereof.

"Commercial Infrastructure Note" shall mean individually and collectively each "Commercial Infrastructure Note" as defined in the Redevelopment Agreement, as such note is amended, modified, supplemented or replaced from time to time.

"Developer Notes" shall mean collectively the Residential Infrastructure Note and the Commercial Infrastructure Note.

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

"HREP" shall mean HEARTLAND REAL ESTATE PARTNERS, LLC, an Illinois limited liability company.

"Proceeds" shall mean any and all proceeds, issues, income, revenue and profits of, from, under and otherwise in connection with any and all of the Redevelopment Documents, including, without limitation, any and all principal, interest and all other payments to Assignor under the Developer Notes.

"Promissory Note Allonge" shall mean, with respect to each Developer Note, an Allonge in the form attached hereto as Exhibit B.

"Purchaser" shall mean any person or entity, including without limitation Agent, a Lender or any affiliate of Agent or a Lender, as applicable, who shall purchase or acquire the Property as the result of a Foreclosure.

"Redevelopment Agreement" shall mean the Controlling Redevelopment Agreement by and between the City and HREP dated September 28, 2023, as (a) subject to the Transferee Assumption Agreement and (b) amended, modified, supplemented or replaced from time to time.

"Redevelopment Documents" shall mean collectively (i) the Redevelopment Agreement with respect to any obligations, covenants and other agreements thereunder which are applicable to any portion of the Property, (ii) the Developer Notes, (iii) the Transferee Assumption Agreement, and (iv) any and all other instruments, agreements and/or documents which are executed in connection with the Redevelopment Agreement, in each case to the extent applicable to any portion of the Property, as any of the foregoing is amended, modified, supplemented or replaced from time to time.

"Residential Infrastructure Note" shall mean the "Residential Infrastructure Note" as defined in the Redevelopment Agreement, as such note is amended, modified, supplemented or replaced from time to time.

"Transferee Assumption Agreement" shall mean the Transferee Assumption Agreement dated [_____], 2024 between HREP, Water's Edge Commercial LLP, and Assignor and consented to by the City, pursuant to which HREP assigned to Assignor, and Assignor assumed, certain rights and obligations as the "Developer" under the Redevelopment Agreement.

"Transferee-Residential" shall mean the "Transferee-Residential" as defined in the Redevelopment Agreement.

1.2 All capitalized terms used but not defined herein shall have the same meanings that are given to such terms in the Loan Agreement.

ARTICLE II
ASSIGNMENT

2.1 Assignment. In consideration of the Lenders' agreement to make the Loans to Assignor, and for other valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor, Assignor hereby grants to Agent, for the benefit of the Lenders, a lien on, a security interest in and a collateral assignment of (a) all of Assignor's right, title and interest in and to each Developer Note and (b) all of Assignor's Rights and the Proceeds, subject to the terms of Section 2.2 below.

2.2 Obligations Secured. Assignor grants the foregoing lien, security interest and collateral assignment for the purpose of securing (i) the payment of all indebtedness and the performance of all obligations under the Notes, the Loan Agreement and all other Loan Documents, as the same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, and (ii) all future obligations of Assignor to Agent and/or the Lenders (the foregoing as described this paragraph is referred to collectively as the "Secured Obligations".

2.3 Payment of Proceeds. Until the Secured Obligations are satisfied and paid in full to Agent and Lenders, if Assignor or any of its Affiliates at any time receives any Proceeds, Assignor shall (a) upon receipt promptly (and in any event within five (5) Business Days of receipt) deposit all such Proceeds into Assignor's operating bank account established with Agent or otherwise pay all such Proceeds to Agent, and (b) notify Agent in writing of such deposit or other payment to Agent. Agent shall have the right to apply such Proceeds in accordance with Section 4.2(d) of the Loan Agreement.

2.4 Exercise of Assignor's Rights.

(a) So long as no "Default" (as defined below) has occurred and is continuing, Assignor shall be entitled to exercise all of Assignor's Rights and receive all Proceeds, subject to any restrictions in this Assignment. During the existence of a Default, Assignor shall have no right to exercise any of Assignor's Rights or receive any Proceeds, and, during the existence of a Default, Agent shall have the absolute right to exercise any and all of Assignor's Rights on behalf of Assignor and to receive all Proceeds in accordance with the Redevelopment Documents.

(b) Without limitation of the foregoing, Assignor hereby authorizes Agent, by its employees or agents, at its option, during the existence of a Default, without notice and without regard to the adequacy, value or condition of the security, and with or without court action, or by a receiver, to exercise any and all of Agent's rights and remedies hereunder with respect to the Proceeds, without any interference or objection from Assignor. In such event, Agent may exercise on behalf of Assignor Assignor's Rights under the Redevelopment Agreement, each Developer Note and the other Redevelopment Documents and perform all acts in the same manner and to the same extent as Assignor might do (or is required to do in accordance with the Redevelopment Documents). Assignor further agrees that it will facilitate in all legally-permissible ways Agent's collection and/or receipt of the Proceeds.

(c) During the existence of a Default, Assignor hereby grants Agent the right, but Agent shall be under no obligation, to (i) on behalf of Assignor, pay any sums and to perform in accordance with the Redevelopment Documents any act or take any action as may be appropriate to cause all the terms, covenants and conditions of the Redevelopment Documents on the part of Assignor to be performed or observed to be promptly performed or observed on behalf of Assignor and to exercise all of Assignor's

Rights and to receive all Proceeds, or (ii) make an election under Section 15.D.2 of the Redevelopment Agreement, subject to the applicable terms and conditions of Section 15 of the Redevelopment Agreement.

(d) If requested by Agent in writing any time after issuance of any Developer Note, within five (5) Business Days of receipt such written request Assignor shall deliver to Agent the original of such Developer Note, together with a Promissory Note Allonge thereto executed by Assignor.

2.5 Covenants. Assignor covenants and agrees as follows:

(a) At Assignor's sole cost to: (i) perform all material covenants, representations, terms, undertakings, obligations, warranties, and agreements of Assignor under all Redevelopment Documents so as to protect Assignor's Rights and otherwise prevent a default (subject to all applicable notice and cure periods) by Assignor thereunder; (ii) enforce, or secure to the extent practicable the performance by the other parties (i.e., other than Assignor) to the Redevelopment Documents of the material covenants, representations, warranties, terms, obligations and agreements contained in such documents; (iii) except as prohibited by any other provision hereof, enforce and secure all remedies available to Assignor under the Redevelopment Documents; (iv) prosecute and defend any legal action, arbitration or other controversy which is filed or initiated relating to the Redevelopment Documents (as it relates to the Property and/or the Project) or to Assignor's interest under such documents; (v) give prompt notice to Agent and deliver to Agent complete copies of any notice of default given or received in writing by Assignor with respect to the Redevelopment Documents or any of them, whether the default be of Assignor or any other party to such agreement; and (vi) execute and record such additional liens, security interests and/or collateral assignments of any Redevelopment Documents, in form and substance reasonably acceptable to Agent, as Agent may reasonably request (and that are consistent with the provisions of this Assignment and the Redevelopment Documents); and

(b) Except with Agent's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), until the Secured Obligations are satisfied and paid in full to Agent and Lenders, not to (i) execute any other transfer, assignment, or further encumbrance of Assignor's Rights and/or the Proceeds; (ii) reallocate Assignor's Rights and/or the Proceeds to any other project or property other than the Property and the Project; (iii) violate in any material respect any of the representations and warranties under the Redevelopment Documents, this Assignment or the Loan Documents; (iv) create, suffer or permit any release, abatement or reduction of the material obligations and duties of the City or any other party to the Redevelopment Documents or any material right of Assignor under the Redevelopment Documents with respect to the Property and/or the Proceeds, or excuse any material delay or failure of performance of any of the obligations, terms, covenants, agreements, undertakings, representations, or warranties of the City or any other party to the Redevelopment Documents; or (v) terminate, modify or amend the Redevelopment Documents or in any manner release or discharge the City or any other party to the Redevelopment Documents from any material obligations, covenants, conditions, terms, undertakings, representations, warranties or agreements to be performed by such party under such agreement. Any such attempted action without Agent's prior written consent shall be null and void.

(c) Assignor agrees and covenants that it shall not agree to any amendment, modification, supplementation, or replacement of any Redevelopment Documents (including the Redevelopment Agreement), except in compliance with the restrictions contained herein and in the Loan Documents.

2.6 Representations and Warranties. Assignor represents and warrants to Agent and Lenders that:

(a) Each of the Redevelopment Documents is in full force and effect and, to Assignor's knowledge, is enforceable in accordance with its terms (except to the extent enforceability may be affected or limited by applicable bankruptcy, insolvency or other similar debtor relief laws and by general principles of equity), and to Assignor's knowledge, no breach or default, or event which would constitute such a breach or default after notice or the passage of time, or both, of any of the terms, covenants, obligations, undertakings, representations, warranties, agreements or conditions exist with respect to any such document; and

(b) Assignor's Rights and/or the Proceeds have not been encumbered, transferred or assigned to any person or entity other than Agent for the benefit of Lenders.

2.7 Defaults and Remedies.

(a) Definition. "Default" shall mean (i) the existence of any "Event of Default" as defined in the Loan Agreement, (ii) a breach of any covenant, agreement, term, condition, obligation, representation, warranty or undertaking of Assignor contained in this Assignment which breach is not cured within ten (10) days after written notice to Assignor from Agent, or (iii) a breach of any covenant, agreement, term, condition, obligation, representation, warranty or undertaking of Assignor under any of the Redevelopment Documents which breach described in this subparagraph 2.7(a)(iii) is not cured within all applicable notice and cure periods set forth in the Redevelopment Documents.

(b) Remedies. In addition to any and all remedies contained in the Loan Documents, in the event of a Default and for so long as such Default is continuing, Agent shall have the rights and remedies set forth below and may exercise such rights and remedies at Assignor's sole cost and expense prior to, simultaneously with or subsequent to the exercise of any rights and remedies under any of the other Loan Documents either in person or by its agent, with or without bringing any action or proceeding or having a receiver appointed by a court, without regard to the adequacy of the security for the obligations secured by this Assignment and the Loan Documents and without releasing Assignor from any obligations under this Assignment and the Loan Documents:

(i) terminate, amend or modify any of the Redevelopment Documents to the extent Assignor has such right under such Redevelopment Documents; and

(ii) sue for enforcement of any or all of the Redevelopment Documents and to settle and compromise the same; and

(iii) perform all acts required of Assignor under any or all of the Redevelopment Documents;

(iv) enforce Assignor's obligations under Section 2.4(d) above and thereafter sell, assign or transfer any Developer Note and apply the proceeds of such sale, assignment or transfer in the manner specified in Section 2.3 above; and/or

(v) act in Assignor's place and stead under any or all of the Redevelopment Documents in all respects, including but not limited to, the making of all elections on behalf of Assignor and the giving of notices on behalf of Assignor. Assignor hereby irrevocably appoints Agent as Assignor's true and lawful attorney in fact to, during the existence of a Default, do all acts and execute any and all documents necessary or convenient to accomplish the foregoing.

(c) Notice. Until the Secured Obligations are satisfied and paid in full to Agent and Lenders, Assignor agrees that the City and all other parties to any of the Redevelopment Documents are

hereby irrevocably authorized and notified to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Agent for the performance of any of the City's or such other party's undertakings under all or any of the Redevelopment Documents, and the City and all other parties to the Redevelopment Documents shall have no duty to inquire as to whether any Default has actually occurred or is then existing.

2.8 Interpretation. All of the foregoing rights and powers herein granted to Agent shall be liberally construed. Agent need not expend its own funds in the exercise of such powers, but if it does, such amounts shall be considered as advances for and on behalf of Assignor evidenced by the Loan Agreement and secured by this Assignment, by the Mortgage, by the Assignment of Leases and Rents and by the other Loan Documents. Any amounts so advanced shall bear interest at the Default Rate (as defined in the Loan Agreement).

2.9 Exculpation and Indemnification. This Assignment shall neither cause Agent nor any Lender to be responsible or liable for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants or conditions of any of the Redevelopment Documents, except pursuant to Section 15.D.2(a) of the Redevelopment Agreement. Except to the extent Agent or Lender exercises its right pursuant to Section 15.D.2(a) of the Redevelopment Agreement, neither Agent nor any Lender shall be directly or indirectly liable to Assignor, the City, the Indenture Trustee or any other person as a consequence of: (a) the exercise of the rights, remedies or powers granted to Agent in this Assignment; (b) the failure or refusal of Agent to perform or discharge any obligation, duty or liability of Assignor under any of the Redevelopment Documents or by reason of this Assignment; or (c) provided Agent acts reasonably and in conformity with Assignor's obligations under the Redevelopment Documents, any loss sustained by Assignor or any third party resulting from any act or omission of Agent in managing the Property, the Project or any or all of the Redevelopment Documents after a Default; and no such liability shall be asserted or enforced against Agent or any Lender, all such liability to be borne by Assignor, and all such liability being expressly waived and released by Assignor. Assignor hereby indemnifies and holds Agent and each Lender harmless from and against any and all such liability, loss, damage, cost or expense (including reasonable attorneys' fees) which such party might incur or suffer under any of the Redevelopment Documents or by reason of this Assignment, and of and from any and all claims and demands whatsoever, which may be asserted against such party by reason of any alleged undertakings, obligations, representations, warranties, conditions, covenants or agreements contained in any of the Redevelopment Documents, except to the extent caused by the gross negligence or willful misconduct of such party. Should Agent or any Lender incur or suffer any liability, loss, damage, cost or expense (including attorneys' fees) under any of the Redevelopment Documents or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such liability, loss, damage, cost, expense and reasonable attorneys' fees shall be secured by this Assignment, the Mortgage and the Assignment of Leases and Rents, and Assignor shall pay the same to such party within ten (10) days after Agent's written demand therefor (including invoices with respect thereto). Upon the failure of Assignor to so pay such party, all sums owing under this Assignment and the Loan Documents shall be immediately due and payable.

2.10 Release. Agent's rights hereunder shall not be affected in any way with respect to the releases of all or any portion of the Property pursuant to the provisions of the Loan Documents (if any are permitted).

2.11 Status of Administrative Agent. Nothing herein contained nor any action taken pursuant hereto shall be construed as making Agent a "mortgagee in possession" in contemplation of law, except at the option of Agent, including, without limitation, an entry by Agent upon the Property, nor as constituting a waiver or suspension by Agent of its rights to enforce payment of the indebtedness under the terms of the

Notes, the Loan Agreement, the Mortgage or any other Loan Documents. Agent is not the agent of or partner or joint venturer with Assignor, the City or any contractor.

ARTICLE III
MISCELLANEOUS

3.1 Notice. Any notices required to be sent under this Assignment shall be sent or delivered in accordance with the requirements of Section 12.6 of the Loan Agreement to the following addresses:

To Agent:	Associated Bank, National Association 525 West Monroe, 24th Floor Chicago, Illinois 60661 Attn: Alec Bliss
With a copy to:	Miller, Canfield, Paddock and Stone, P.L.C. 227 West Monroe Street, Suite 3600 Chicago, Illinois 60606 Attn: Joseph C. Huntzicker, Esq.
To Assignor:	Water's Edge Residential LLC c/o Heartland Real Estate Partners, LLC 1535 North Elston Avenue Chicago, Illinois 60642 Attn: Tim Grogan
With a copy to:	Water's Edge Residential LLC c/o Heartland Real Estate Partners, LLC 1535 North Elston Avenue Chicago, Illinois 60642 Attn: Peter Wall

3.2 Heirs, Successors and Assigns. The terms of this Assignment shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto, including without limitation any Purchaser.

3.3 Further Assurances. The parties hereto shall, upon the request of any party, execute, acknowledge and deliver such further documents and/or instruments and perform such other acts as may be reasonably necessary, desirable or proper to carry out the purposes of this Assignment.

3.4 Time. Time is of the essence of each term of this Assignment.

3.5 Headings. All headings appearing in this Assignment are for convenience only and shall be disregarded in construing this Assignment.

3.6 Law; Severability. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois, except to the extent Federal laws preempt the laws of the State of Illinois. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or the operation thereof shall be prohibited by or invalid under such law, such provision and its operation shall be effective to the maximum extent permitted by law, without invalidating the remainder of such provision or the remaining provisions of this Assignment or the operation thereof.

3.7 Waiver. No exercise of any right or remedy hereunder shall preclude the exercise of any other right or remedy or the later exercise of the same right or remedy. Waivers and approvals under this Assignment shall be in writing, and unless otherwise expressly stated, waivers and approvals shall apply only to the specific circumstances addressed.

3.8 Amendments; Interpretation. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated except in a writing executed by Assignor and Agent. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Assignment. In this Assignment, the singular shall include the plural and the plural shall include the singular and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

3.9 Other Security. Agent may take or release other security for the performance of the obligations secured by this Assignment and Agent may release any party primarily or secondarily liable for the performance of any such obligations and may apply any other security held by Agent in connection with any Loan to the satisfaction of such obligations all without prejudice to any of Agent's and/or Lenders' rights under this Assignment.

3.10 Estoppel Certificate. Within ten (10) days after request by Agent, Assignor shall deliver to Agent, and to any party designated by Agent, estoppel certificates executed by Assignor, in recordable form, certifying (if such be the case) that this Assignment and each of the Redevelopment Documents are in full force and effect; that there are no defaults under any of the Redevelopment Documents or specifically setting forth any claimed defaults, as the case may be, and any other information reasonably requested by Agent.

3.11 Entire Agreement; Incorporation. This Assignment contains or expressly incorporates by reference the entire and exclusive agreement of the parties with respect to the matters contemplated herein, and this Assignment shall not be amended or modified in any way except by written instrument which is executed by all parties hereto. Exhibit A, as attached to this Assignment, is incorporated into and made a part of this Assignment.

3.12 Independent Remedies.

(a) Assignor's Rights are also encumbered by the Mortgage, the Assignment of Leases and Rents, the Assignment of Agreements, certain UCC-1 financing statements (the "Financing Statement") and certain other Loan Documents. The parties intend that Agent's rights and remedies with respect to Assignor's Rights under this Assignment, and Agent's rights and remedies with respect to the Mortgage, the Assignment of Leases and Rents, the Assignment of Agreements and the Financing Statement, shall be separate and independent remedies.

(b) Nothing contained in this Assignment and no act done or omitted by Agent pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Agent of its rights and remedies under the Notes, the Loan Agreement, the Mortgage, the Assignment of Leases and Rents, the Assignment of Agreements, this Assignment or any other instrument or Loan Document or by or pursuant to law or in equity, by statute or otherwise, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Agent, Accordingly, any failure on the part of Agent promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. This Assignment may be enforced from time to time by Agent at its discretion. Agent may also at any time cease to enforce this Assignment. The right of Agent to collect any and all indebtedness held by it may be exercised by Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

3.13 Recording. This Assignment may, at Agent's option, be recorded at any time with the Recorder's Office of McHenry County, Illinois.

3.14 Electronic Signatures.

(a) This Agreement may be transmitted and/or signed by facsimile or e-mail transmission (e.g. "pdf" or "tif"). The effectiveness of any such signatures shall, subject to applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties to this Agreement and/or other Loan Documents. Agent may also require that any such documents and signatures be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or e-mail document or signature.

(b) The words "execute," "execution," "signed," "signature," and words of like import in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

3.15 Counterparts. This Assignment and the attached Consent, Estoppel and Agreement with the City of Crystal Lake may be executed in any number of counterparts which shall constitute one agreement. Counterpart signature pages may be compiled into one or more original documents for recordation or otherwise.

[signature page to follow]
[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

WATER'S EDGE RESIDENTIAL LLC,
an Illinois limited liability company

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

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy P. Grogan, an Authorized Signatory of **WATER'S EDGE RESIDENTIAL LLC,**, an Illinois limited liability company, who is 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

_____

AGENT:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent

By: _____
Name: Alec Bliss
Its: Senior Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Alec Bliss, a Senior Vice President of **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association who is 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 banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

EXHIBIT B
FORM OF PROMISSORY NOTE ALLONGE

ALLONGE

This Allonge to that certain [Residential][Commercial] Infrastructure Note (the "***Promissory Note***"), dated _____, 20___, by _____, a _____, in favor of _____, a _____, in the original principal amount of $_____ shall be attached thereto and made part thereof.

ENDORSEMENT

The above-described Promissory Note is hereby endorsed as follows:

Pay to the order of _____.

Date: _____

ASSIGNOR:

WATER'S EDGE RESIDENTIAL LLC,
an Illinois limited liability company

By:_____
Name: _____
Title: Authorized Signatory

CONSENT, ESTOPPEL AND AGREEMENT

This Consent, Estoppel and Agreement (this "Consent") is made as of October ___, 2024 is by the **CITY OF CRYSTAL LAKE**, an Illinois municipal corporation (the "City"), in favor of **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, its successors and assigns (in its individual capacity, "Associated") and as administrative agent ("Agent") for itself and those certain financial institutions that are, or may become, from time to time, parties to the Loan Agreement (as defined in the Assignment) (collectively with Associated, individually, and together with their respective successors and assigns, the "Lenders"), and **WATER'S EDGE RESIDENTIAL LLC**, an Illinois limited liability company ("Assignor" or "Developer"), and is attached to that certain Collateral Assignment of Developer Notes and Redevelopment Documents dated as of _____, 2024 (the "Assignment") by and between Assignor and Agent. All capitalized terms used but not defined in this Consent shall have the same meanings as in the Assignment. The City hereby certifies to and agrees for the benefit of Agent, Lenders and Agent Parties (defined below) as follows:

1. Redevelopment Documents Estoppel.

(i) The Redevelopment Agreement is in full force and effect and has not been amended or assigned as of the date of this Consent, except for (a) that 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) dated as of [_____], 2024 (the "First RDA Amendment"), and (b) that Second Amendment to Controlling Redevelopment Agreement by and between the City of Crystal Lake and Heartland Real Estate Partners, LLC (Water's Edge Redevelopment Project) dated as of [_____], 2024 (the "Second RDA Amendment");

(ii) The Redevelopment Documents are in full force and effect as of the date of this Consent, except that no Developer Notes have been issued and therefore are not yet in force as of the date of this Consent;

(iii) there are no currently effective notices of default given or received by any party under the Redevelopment Documents;

(iv) to the City's knowledge, no default or event or condition that would constitute a default with the giving of notice or the passage of time or both, currently exists with respect to any of the Redevelopment Documents;

(v) as of the date of this Consent, Developer has achieved all applicable Development Milestones (as defined in the Redevelopment Agreement and as amended by the 1st Amendment to Development Milestones as defined in the First RDA Amendment) then due;

(vi) the City has issued to the Developer all City Approvals (as defined in the Redevelopment Agreement) with respect to the Residential Parcel (as defined in the Redevelopment Agreement), including, without limitation, approval by the City of the Final PUD Ordinance (as defined in the Redevelopment Agreement), the Final Subdivision Plat (as defined in the Redevelopment Agreement), the Final Engineering Plan (as defined in the Redevelopment Agreement) and the Final Landscaping Plan (as defined in the Redevelopment Agreement), except for building permits for (a) one apartment building and (b) the townhomes at the southeasterly corner of the Property;

(vii) as of the date of this Consent, to the City's knowledge, Assignor and the City have fully satisfied their current obligations required under the Redevelopment Documents;

(viii) the execution and effectiveness of the Assignment and the Loan Documents does not violate

the Redevelopment Documents or constitute a default thereunder;

(ix) the City has received and approved the Performance and Payment Letter of Credit (as defined in the Redevelopment Agreement); and

(x) Assignor's execution and delivery to Agent and the Lenders of the Loan Documents does not constitute a default or violation under any of the Redevelopment Documents.

2. Reversion Rights. Pursuant to Section 2 of the First RDA Amendment, the City has agreed to release its right of reversion or any other comparable reverter rights with respect to any portion of the Property, whether under Section 4 of the Redevelopment Agreement or otherwise. Any and all rights of reversion and any other comparable reverter rights of the City with respect to any portion of the Property are hereby terminated and voided.

3. Consent to Collateral Assignment. The City hereby consents to the Assignment. The City acknowledges and agrees that the Assignment to Agent (for the benefit of Lenders) is for security, and that Agent is not assuming and shall not be required to assume any obligations under the Redevelopment Documents by virtue of the Assignment, including without limitation by virtue of (i) any actions taken by Agent or any Lender to cure any default of Assignor on behalf of the Assignor under the Redevelopment Documents, (ii) any acquisition of title to the Property by Foreclosure by Agent or any Mortgagee Party (as defined in Section 7 below), or (iii) any development or construction activities undertaken by Agent or any Mortgagee Party on behalf of Assignor during or after a Foreclosure of the Property in order to preserve the value of the Property, it being Agent's and the Lenders' intention in such event to sell the Property to a third party, provided however that if Agent or any Mortgagee Party desires to exercise rights of the Developer under the Redevelopment Agreement, Agent or such Mortgagee Party must comply with Section 15.D.2 of the Redevelopment Agreement. Neither Agent nor the Lenders shall have any liability for any actions taken by any party other than Agent or such Lender, as applicable, under the Redevelopment Documents.

4. Right of Mortgagee Party to Complete. If any Mortgagee Party becomes the owner of the Property as a result of a Foreclosure or otherwise or is vested with possession of the Property, such Mortgagee Party shall have the right, but not the obligation, to perform Assignor's obligations under the Redevelopment Agreement with respect to the Property but only in accordance with Section 15.D.2(a) of the Redevelopment Agreement, in which case the City shall continue to perform its obligations under the Redevelopment Documents. In addition, to the extent that any Mortgagee Party assumes or is found liable for performance of any of the Redevelopment Documents, (i) such Mortgagee Party shall only be liable for payments or other obligations under the Redevelopment Documents that arise during the time such Mortgagee Party holds title to the Property and not for payments or other obligations relating to any other time period and (ii) Assignor shall remain solely liable for all pre-Foreclosure obligations.

5. Redevelopment Documents Amendments. Any amendments to the Redevelopment Documents with respect to the Residential Parcel (as defined in the Redevelopment Agreement) shall hereafter require the written consent of Agent, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. Transfers Following a Foreclosure. Assignor's granting of the Mortgage and the other Loan Documents to Agent (for the benefit of Lenders), and any transfer of title to the Property pursuant to a Foreclosure, shall not constitute a violation of any provision of the Redevelopment Documents. In connection with or following a Foreclosure, any Mortgagee Party will have the right to make the election under Section 15.D.2 and will be subject to, and entitled to the benefits of, Section 15 of the Redevelopment Agreement, provided however that (i) if the Developer failed to achieve any Development Milestone deadlines applicable to the Property, then following a Foreclosure and any Mortgagee Party making the election under Section 15.D.2(a), the City shall not unreasonably withhold or delay its approval of any

reasonable extensions of time periods up to one hundred fifty (150) days with respect to such deadlines as long as such Mortgagee Party is diligently pursuing performance thereof, and (ii) the City shall not unreasonably withhold or delay its execution of documents similar to this Consent in favor of future lenders acquiring a security interest in the Property. Nothing in Section 15 or any other provision of the Redevelopment Agreement or other Redevelopment Documents shall limit or otherwise apply to Assignor 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 any of the Redevelopment Agreement, subject to compliance with the terms and conditions of Section 15 of the Redevelopment Agreement.

7. Mortgagee Rights. Notwithstanding anything to the contrary contained herein or in any of the Redevelopment Documents:

a. From and after the date hereof, in the event of an Event of Default by Assignor as defined in and under the Redevelopment Agreement or any other Redevelopment Document(s), the City (i) shall give a written notice of such Event of Default to the Agent; and (ii) any Mortgagee Party shall have the right (but not the obligation) to act on behalf of Developer to cure such Event of Default and if any Mortgagee Party is diligently pursuing such cure on behalf of Developer the City shall not unreasonably withhold or delay its approval of any reasonable extensions of time periods up to one hundred fifty (150) days beyond the timeframe required under the Redevelopment Agreement with respect to such deadlines as long as such Mortgagee Party is diligently pursuing performance thereof on behalf of Developer.

b. Developer shall have the right to collaterally assign its rights and interests under the Developer Notes and the Redevelopment Documents to Agent or any other person or entity who hold a first mortgage lien against all or any portion of the Property (Agent or such other person or entity, together with (i) its successors and/or assigns or designees, (ii) any receiver appointed at the request of such Person and (iii) any transferee who acquires ownership of any portion of the Property from such Person or from such receiver, is referred to as a "Mortgagee Party"), provided that if any Mortgagee Party desires to exercise rights of the Developer under the Redevelopment Agreement, such Mortgagee Party must comply with Section 15.D.2(a) of the Redevelopment Agreement.

c. The initial Mortgagee Party shall be Associated Bank, National Association. The City acknowledges that (i) Developer has collaterally assigned the right to receive Developer Notes in accordance with the Redevelopment Agreement to Associated Bank, National Association (Agent) and no further notice of such assignment is required to be delivered to the City by Agent or Developer, and (ii) upon issuance of any Developer Note, such Developer Note is automatically collaterally assigned by Developer to Associated Bank, National Association (Agent) and no further notice of such assignment is required to be delivered to the City by Agent or Developer.

d. Except upon exercising the rights provided in Section 15.D.2(a) of the Redevelopment Agreement: (i) neither Agent nor any Mortgagee Party shall be liable for any costs, expenses, liabilities or obligations arising under the Redevelopment Documents except during such time as Agent or such Mortgagee Party, as applicable, holds title to the Property; and (ii) the City shall look solely to Assignor for any damages incurred because of any default by the applicable parties under the Redevelopment Documents prior to Agent or any other Mortgagee taking title to any portion of the Property.

e. All notices to Agent shall be given to the following address (or any other address of which Agent has notified the City in writing) by certified mail or a nationally recognized commercial courier (such as Federal Express), in each case, with proof of delivery requested:

Associated Bank, National Association
525 W. Monroe Street, 24th Floor
Chicago, Illinois 60661
Attention: Alec Bliss

With a copy to:
Miller, Canfield, Paddock and Stone, P.L.C.
227 West Monroe Street, Suite 3600
Chicago, Illinois 60606
Attn: Joseph C. Huntzicker, Esq.

f. Prior to a Mortgagee Party delivering writing notice to the City that such Mortgagee Party is assuming the rights and obligations of Developer under Section 15.D.2(a) of the Redevelopment Agreement or as otherwise provided in the Redevelopment Documents, no Mortgagee Party shall be liable for any costs, expenses, liabilities or obligations arising under the Redevelopment Documents.

g. If Associated Bank, National Association (or a successor Mortgagee Party) is the owner of any portion of Property at the time the conditions to issue a Developer Note are satisfied, then (i) if requested by such Mortgagee Party such Developer Note shall be issued to and made payable to Associated Bank, National Association (or any appliable successor Mortgagee Party), and (ii) Associated Bank, National Association (or any appliable successor Mortgagee Party) shall have the right to sell and/or otherwise transfer its rights under any such Developer Note in accordance with the terms of such Developer Note.

h. The proceeds of any builder's risk insurance maintained by Assignor or for Assignor's benefit shall be applied and administered pursuant to and in accordance with the provisions of the Loan Documents.

8. Assignment of Rights. The City acknowledges that pursuant to the Assignment, Assignor has granted to Agent (for the benefit of the Lenders) a lien on, a security interest in and a collateral assignment of all its rights, interests, claims, privileges and entitlements of any type or nature whatsoever under the Redevelopment Documents and to take any necessary steps to remedy defaults under the Redevelopment Documents (such as recording a notice of claim of lien against the defaulting party's property). Other than in respect of liens for utilities, real estate taxes and assessments and other government-related functions, the City hereby expressly subordinates all liens to which the City may be or become entitled, to all liens and security interests in favor of Agent or any Lender under any of the Loan Documents.

9. Commercial Parcel. The City acknowledges that Assignor is not obligated to perform any obligations under the Redevelopment Agreement with respect to the Commercial Parcel (as defined in the Redevelopment Agreement).

10. Mortgagee Party; Successors and Assigns. All rights, benefits and protections afforded to Agent herein shall apply to and be for the benefit of Agent and any Mortgagee Party. This instrument shall bind and benefit the City, Agent and their respective heirs, successors and permitted assigns.

11. Notice of Default. Agent will, and Assignor hereby expressly authorizes Agent to, provide the City with a copy of each notice of Default by Assignor under the foregoing Assignment to the following address (or any other address of which the City has notified Agent in writing) by certified mail or a nationally recognized commercial courier (such as Federal Express), in each case, with proof of delivery requested:

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

Attention: City Manager

With a copy to:

Kathryn Cowlin
Director of Community Development
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, IL 60014

and

Victor P. Filippini, Jr.
Filippini Law Firm
One Rotary Center
1560 Sherman Avenue, Suite 220
Evanston, Illinois 60201

12. Indemnity; Defense Expense. Without limiting the generality of anything contained in the Redevelopment Agreement, Assignor hereby expressly agrees to, and does hereby, hold harmless, defend and indemnify the City from any and all liabilities, costs, expenses, damages or claims that may be incurred by or asserted against any of such parties by any third parties at any time in connection with or arising out of this Consent and the foregoing Assignment, except to the extent caused by the negligence or willful misconduct of such party or by any such party's breach of the Redevelopment Documents. Assignor shall, and does hereby agree to, pay all reasonable and documented out-of-pocket expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims referenced in this Section. The City shall be permitted to select its own counsel in its defense.

13. Conflicting Provisions. In the event of any conflict, inconsistency or discrepancy between the terms and provisions of the Assignment and this Consent, on the one hand, and the terms and provisions of any Redevelopment Document(s), on the other hand, the terms and provisions of the Assignment and this Consent shall prevail and control.

[signature page to follow]
[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first above written.

CITY:

THE CITY OF CRYSTAL LAKE,
an Illinois municipal corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, an authorized signatory of **THE CITY OF CRYSTAL LAKE**, an Illinois municipal corporation who is 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 _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

_____