CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
April 15, 2025
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – April 1, 2025 Regular Meeting**

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. **The Quarry Cable Park 2025 Use Fees and the Cottage on the Beach 2025 Concession Menu**
   b. **The Quarry Cable Park Events and Live Music Consideration**
   c. **Special Event Request and Fee Waiver – Prairie Ridge High School Fishing Tournament at Three Oaks Recreation Area**
   d. **Ordinance Amending the City Code – Office of the City Clerk**
   e. **City Clerk Appointment**
   f. **Approval of intergovernmental agreement with the Illinois Public Works Mutual Aid Network (IPWMAN)**

10. **Special Event Request – North American MGB Register 2025 Car Convention– August 28-31, 2025**

11. **Special Event Request and Street Closure - Downtown Crystal Lake Pride Walk and Social and Police Assistance Fee Waiver Request - Sunday, June 1, 2025**

12. **Special Event and Police Assistance Fee Waiver Request for Raue Center for the Arts - Crystal Lake Night Owl Bike Ride - Saturday, August 2 to Sunday, August 3, 2025**

13. **Class 16 Temporary Liquor License Request – Raue Center for the Arts - Saturday, August 2, 2025**

14. **Special Event and Class 16 Temporary Liquor License Request – Downtown Crystal Lake /Main Street's Midsummer Wine Walk – Saturday, June 28, 2025**

15. Approval of a License Agreement and Quit Claim Deed related to the Waterside Townhome Development

16. 411 E. Congress Parkway, Suite C - Final Planned Unit Development Amendment to allow within the development select "Service Uses" as listed under the "O" Office zoning district category in UDO Table 2-300

17. Sunshine Apartments - Comprehensive Land Use Map Amendment from Commerce to High Density Residential; Rezoning from B-2 PUD to R-3B Multi-Family Residential Planned Unit Development; Preliminary and Final Planned Unit Development for a 24-unit age-restricted apartment building with variations

18. Target Marketing and Tracking Software Agreement Extension

19. Bid Rejection and Award – Fire Rescue Department Uniforms

20. Bid Award – Sanitary Sewer Pump Station No. 12 (380 E. Terra Cotta Avenue) Underground Storage Tank Removal

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: April 15, 2025

Item: The Quarry Cable Park 2025 Use Fees and the Cottage on the Beach 2025 Concession Menu

Staff Recommendation: 1. Motion to adopt a Resolution approving the 2025 Use Fees per section 5.02 of the property use agreement between Quarry Cable Park, LLC and the City of Crystal Lake, and;

2. Motion to adopt a Resolution approving the 2025 Concession Menu per section 9(a) of the Concessionaire Lease Agreement between the Cottage on the Beach and the City of Crystal Lake.

Staff Contact: Nick Hammonds, Deputy City Manager

The Quarry Cable Park 2025 Pricing:

Per section 5.02 of the City's Property Use Agreement with Quarry Cable Park, LLC, the concessionaire must submit their proposed fees for the use of the facility by members of the public. The 2024 fees and the proposed 2025 fees are depicted in the below table. The proposed fees are in compliance with the terms of the property use agreement.

The Quarry Cable Park Use Fees / Rates				
		2024	*2025*	
RATES	2hr	$50	*$50*	
	All day	$70	*$70*	
RENTAL	Helmet	$8	*$8*	
	Life Vest	$10	*$10*	
	Standard Board	$20	*$20*	
	Demo Board	$40	*$40*	
MULTI-RIDE	5 pk (2-Hour)	$225	*$225*	Save $25
	5 pk (All-Day)	$325	*$325*	Save $50
	10 pk (2-Hour)	$475	*$475*	Save $50
	10 pk (All-Day)	$675	*$675*	Save $75
SEASON	Q Pass Unlimited	$850	*$850*	
	Parking	Additional	Additional	

Section 5.02 of the property use agreement states that "the Use Fees shall be based upon the prevailing market rate for similar facilities." It also states that the City's approval of the use fees cannot be unreasonably withheld. The Quarry Cable Park is proposing to keep their 2025 pricing the same as last year. Based on a sampling of several similar cable parks, it is the determination of City Staff that the 2025 Quarry Cable Park fees at the Three Oaks Recreation Area are in line with the prevailing market at other cable park facilities.

Sample of Cable Park Pricing	2 hour pass	4 hour pass	All Day
Action Wake Park, MI	$50	$65	$70
Hydrous Cable Park, Allen, TX	$65	$130	NA
Wake Nation, Fairfield, OH	-	-	$54
The Quarry Cable Park, Crystal Lake, IL	$50	-	$70

The Cottage on the Beach 2025 Menu:

Per section 9(a) of the Concessionaire Lease Agreement with the Cottage on the Beach, the concessionaire (the Cottage on the Beach) must submit their proposed menu, including a description and price for each food item, 30 days prior to the concessions opening date. The 2025 proposed menu and pricing are depicted in the below tables. The proposed menu is in compliance with the Concessionaire Lease Agreement. The majority of 2025 menu prices will remain the same as the 2024 prices.

The Cottage on the Beach Proposed Menu			
	2024	*2025*	*2025*
Menu Item	Single Item	*Single Item*	*Combo (Fries and Drink)*
Quarter Pound Hamburger	$7.00	*$7.00*	*$14.00*
Quarter Pound Cheeseburger	$8.00	*$8.00*	*$12.00*
Grilled Chicken Sandwich	$8.00	*$9.00*	*$13.00*
Hot Dog	$4.00	*$4.00*	*$9.00*
Chicken Tenders (3)	$7.00	*$7.00*	*$11.00*
Fries	$4.00	*$5.00*	
Cheese Fries	$5.00	*$7.00*	
Pretzel Bites with Cheese	$6.00	*$8.00*	
Nachos with Cheese	$5.00	*$7.00*	
Chips	$1.00	*$1.00*	
Sundae	$4.00	*$4.00*	
Cookie Sandwiches	$5.00	*$5.00*	
Packaged Ice Cream	$5.00	*$5.00*	
Single Scoop Cone	$4.00	*$4.00*	
Double Scoop Cone	$5.50	*$6.00*	
Rootbeer Float	$5.00	*$5.00*	
Sherbet Tubes	$4.00	*$4.00*	
Ice Pops	$1.25	*$2.00*	
16 oz Fountain Drink	$3.00	*$3.00*	
22 oz Fountain Drink	$4.00	*$4.00*	
Island Oasis Smoothies	$6.00	*$6.00*	
Juice Box	$3.00	*$4.00*	
Chocolate Milk	$3.00	*$3.00*	

Votes Required to Pass:

Simple majority vote of the City Council.

25R-___

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that per section 5.02 of the Property Use Agreement between the City of Crystal Lake and Quarry Cable Park, LLC, the City approves the 2025 Use Fees/Rates for the use of the Facilities by members of the public, and that per section 9(a) of the Concessionaire Lease Agreement between the City of Crystal Lake and the Cottage on the Beach, the City approves the 2025 Concession Menu.

The approved Use Fees are depicted in the below table.

The Quarry Cable Park Use Fees / Rates				
		2024	*2025*	
RATES	2hr	$50	*$50*	
	All day	$70	*$70*	
RENTAL	Helmet	$8	*$8*	
	Life Vest	$10	*$10*	
	Standard Board	$20	*$20*	
	Demo Board	$40	*$40*	
MULTI-RIDE	5 pk (2-Hour)	$225	*$225*	Save $25
	5 pk (All-Day)	$325	*$325*	Save $50
	10 pk (2-Hour)	$475	*$475*	Save $50
	10 pk (All-Day)	$675	*$675*	Save $75
SEASON	Q Pass Unlimited	$850	*$850*	
	Parking	Additional	Additional	

The approved Concession Menu is depicted in the below table.

The Cottage on the Beach Proposed Menu			
	2024	*2025*	*2025*
Menu Item	Single Item	*Single Item*	*Combo (Fries and Drink)*
Quarter Pound Hamburger	$7.00	*$7.00*	*$14.00*
Quarter Pound Cheeseburger	$8.00	*$8.00*	*$12.00*
Grilled Chicken Sandwich	$8.00	*$9.00*	*$13.00*
Hot Dog	$4.00	*$4.00*	*$9.00*
Chicken Tenders (3)	$7.00	*$7.00*	*$11.00*
Fries	$4.00	*$5.00*	
Cheese Fries	$5.00	*$7.00*	
Pretzel Bites with Cheese	$6.00	*$8.00*	
Nachos with Cheese	$5.00	*$7.00*	
Chips	$1.00	*$1.00*	

Draft

Sundae	$4.00	*$4.00*	
Cookie Sandwiches	$5.00	*$5.00*	
Packaged Ice Cream	$5.00	*$5.00*	
Single Scoop Cone	$4.00	*$4.00*	
Double Scoop Cone	$5.50	*$6.00*	
Rootbeer Float	$5.00	*$5.00*	
Sherbet Tubes	$4.00	*$4.00*	
Ice Pops	$1.25	*$2.00*	
21 oz Fountain Drink	$3.00	*$3.00*	
32 oz Fountain Drink	$4.00	*$4.00*	
Island Oasis Smoothies	$6.00	*$6.00*	
Juice Box	$3.00	*$4.00*	
Chocolate Milk	$3.00	*$3.00*	

DATED this 15th day of April, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: April 15, 2025
APPROVED: April 15, 2025

Draft

The Cottage On The Beach!

A Gathering Place!



Fresh Burgers, Sandwiches, Snacks

		COMBO (Fries & Soda)
Hamburger (QTR Pounder)	$7	$14
Cheeseburger (QTR Pounder)	$8	$12
Grilled Chicken Sandwich	$9	$13
Hot Dog	$4	$9
Chicken Tenders (3)	$7	$11

Basket Of Fries $5 **Cheese Fries $7** **Nachos n' Cheese $7**

Pretzel Bites $8 **Sherbet Tubes $4**

Sodas $3(16oz) $4 (22oz) Juice Boxes $4

Choco Milk $3 Water Bottle $2

Island Oasis Smoothies $6

Candy Bars $2 **Ice Pops $2**

pepsi







Ice Cream & Smoothies

Build Your Own Single Scoop Sundae.....$4

Add Toppings... $1 each, Strawberries,

Hot Fudge,-Chopped Nuts,

Cookie Dough







PACKAGED ICE CREAM $5

Rootbeer Float $5

Sherbet Tubes.....$4

Vanilla or Chocolate Single Scoop

Cone or Cup..... $4 Double..... $6





ISLAND OASIS SMOOTHIES $6

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: The Quarry Cable Park Events and Live Music Consideration

Staff Recommendation: 1. Motion to approve live outdoor music on all Friday and Saturday nights through October 1 in 2025, pursuant to the conditions recommended in this agenda supplement; and,

2. Motion to approve the Special Event application from the Quarry Cable Park for use of the Three Oaks Recreation Area for the Mother's Day Market on Friday and Saturday, May 9 and 10; Oktoberfest event on Saturday, September 27; and the Merry Market event on Friday and Saturday, November 7 and 8.

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

The Quarry Cable Park has requested a Special Event permit to host events at their location at the Three Oaks Recreation Area. Pursuant to section 5.08 (l) of the Concessionaire and Property Use Agreement, the Quarry Cable Park shall receive Special Event approval for all events involving "tournaments, special advertising displays, live bands, special promotions, outside vendors, night use, and/or large groups of people that could exceed the available parking space. The review of these events will be reviewed on a case-by-case basis." The following special events are proposed in 2025.

Event	Date	New / Recurring
Mother's Day Market	Friday, May 9, and Saturday, May 10	Recurring
Oktoberfest	Saturday, September 27	Recurring
Merry Market	Friday, November 7, and Saturday, November 8	Recurring

All events and all related activities will be contained in the designated premises outlined in the Property Use Agreement. The Police Department, Fire Rescue Department, Public Works Department, and Three Oaks Recreation Area staff have reviewed and approved the following events proposed by the Quarry Cable Park.

Friday, May 9, and Saturday, May 10, 2025: Mother's Day Market

This event is proposed for Friday, May 9, and Saturday, May 10, 2025. Previous event attendance was 200 people. This event will be similar to the events held in 2023 and 2024, featuring artists with hand-crafted holiday gifts and accessories.

Saturday, September 27, 2025: Oktoberfest

This event is proposed for Saturday, September 27 from 12:00 p.m. to 3:00 p.m. This event will include Oktoberfest themed food and drinks, as well as live music. Previous event attendance in 2024 was 300 to 400 people. The Quarry Cable Park will coordinate with the Fire Rescue Department to establish occupancy load for the event.

Friday, November 7, and Saturday, November 8, 2025: Merry Market

This event is proposed for Friday, November 7, and Saturday, November 8, 2025. Previous event attendance was 150 people. This event will be similar to the events held in December 2018, 2019, 2021, 2022, 2023, and 2024, featuring artists with hand-crafted holiday gifts and accessories.

Live Music

Live music has been conducted in the past with no issues. A current schedule of live music events is attached; however, this is not an exhaustive list. The petitioner is requesting approval for live music events throughout the year on Friday and Saturday nights through October 1, 2025. The list includes live music on Sunday nights preceding the Memorial Day and Labor Day holidays.

Staff Conditions for All Events

City staff from the Fire Rescue and Police Departments have reviewed the request and do not have any concerns regarding the events, provided that the following conditions are met:

1. The Quarry Cable Park & Grille shall coordinate with the Crystal Lake Fire Rescue and Police Departments, and Three Oaks Recreation Area staff regarding assistance during each event, including coordinating with the Fire Rescue Department regarding occupancy limits.
2. Provide a layout for each event showing the locations of the various event activities.
3. Provide and maintain emergency access (boat launch) to the North Lake for rescue purposes during the entire event.
4. Provide 20-foot access lane(s) for emergency vehicles to gain access to the building, Fire Department Connection, and the event site.
5. Fire hydrants located on or near the property must remain unobstructed and "No Parking" signs posted.
6. Provide a site plan at least 30 days prior to the event for any tents/canopies, if used, to ensure compliance.

7. Any barricades used to restrict traffic or pedestrians must be easily moveable or manned by event staff should an emergency occur during the event hours.
8. Provide adequate lighting for participants during night hours.
9. If a standby ambulance is being requested, contact the Fire Department at least 30 days prior to the event to discuss scheduling and associated fees.
10. All debris created by the event shall be cleaned up during and after the event.
11. Petitioner must adhere to the required City insurance provisions.
12. In the case of inclement weather, alternate dates can be approved by the City Manager.

The applicants have been made aware of these recommended conditions. The application materials and current band schedule have been attached for reference.

Votes Required to Pass:

Simple majority vote of the City Council.



Band Schedule - 2025 Tentative Band Line-up

Friday, May 9: Mother's Day Spring Market (4-9pm)
Saturday, May 10: Mother's Day Spring Market (11am-4pm)
Friday, May 23: 28 Day Duo (8-11pm)
Saturday, May 24: Chicago Mule (8-11pm)
Sunday, May 25: Mark Delmonico (8-11pm)
Friday, May 30: Mackenzie O'Brien (8-11pm)
Saturday, May 31: Wait, What? (8-11pm)
Friday, June 6: The All Stars (8-11pm)
Saturday, June 7: Jimmy Marquis (8-11pm)
Friday, June 13: South of Disorder (8-11pm)
Saturday, June 14: Genr8r (8-11pm)
Sunday, June 15: Mark Delmonico (12-3pm)
Friday, June 20: DJ Teknick (8-11pm)
Saturday, June 21: Dangerous Joes (8-11pm)
Friday, June 27: Mellencougar (8-11pm)
Saturday, June 28: TBD (8-11pm)
Friday, July 4: Matt Jaye (8-11pm)
Saturday, July 5: Gritman & Moran (8-11pm)
Friday, July 11: DJ Teknick (8-11pm)
Saturday, July 12: Blue Shield Band (8-11pm)
Friday, July 18: Semple (8-11pm)
Saturday, July 19: Jimmy Marquis (8-11pm)
Friday, July 25: In the Styx (8-11pm)
Saturday, July 26: Irish Goodbye (8-11pm)
Friday, August 1: WithoutU2 (8-11pm)
Saturday, August 2: Dollar Giraffe (8-11pm)
Friday, August 8: Pino Farina (8-11pm)
Saturday, August 9: Genr8r (8-11pm)
Friday, August 15: DJ Teknick (8-11pm)
Saturday, August 16: DJ Teknick (8-11pm)
Friday, August 22: The All Stars (8-11pm)
Saturday, August 23: Marc Concialdi (8-11pm)
Friday, August 29: Matt Jaye (8-11pm)
Saturday, August 30: Blue Shield Band (8-11pm)
Sunday, August 31: TBD (8-11pm)
Friday, September 5: TBD (8-11pm)
Saturday, September 6: Jimmy Marquis (7-10pm)

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Special Event Request and Fee Waiver – Prairie Ridge High School Fishing Tournaments at Three Oaks Recreation Area

Council Discretion: Motion to approve a waiver of fees for District 155 students associated with the Prairie Ridge High School Fishing Tournament, to be held on Sunday, May 18, 2025, from 8:00 a.m. to 11:00 a.m. at the Three Oaks Recreation Area, subject to the recommended conditions, for a total fee waiver request of $114.

Staff Contact: Ryan Oates, Assistant to the City Manager

Background:

The Prairie Ridge High School bass fishing team is requesting approval for a fishing tournament to be held at the Three Oaks Recreation Area on Sunday, May 18, 2025, from 8:00 a.m. to 11:00 a.m. The tournament will be hosted by Prairie Ridge High School. The petitioner requests the exclusive reserved use of 10 of the City's 26 row boats, and a waiver of fees for three boats for District 155 students.

The event was held in 2018, 2021, 2022, 2023, and 2024. The event and the fee waiver requests from the previous events were approved by the City Council.

City Staff Review:

City Staff has reviewed the event and identified financial and park user impacts.

Financial Impact:
The following table provides a breakdown of the costs for the fishing tournaments. It is proposed that all three boats used by District 155 students will have no fee.

Event	*Amount*
May 18, 2025 (3 boats requested) for 3 Hours	
Fee for 3 boats for District 155 Schools	$114
Total Fees Waived for Both Events:	**$114**

Park User Impact

The operations at the park will be open as normal throughout the day and the beach will not be open at this time in the season. The petitioner is requesting exclusive use of 10 boats from 8:00 a.m. to 11:00 a.m. on the day of the event. This leaves 16 available row boats for guests to rent at the Marina. Since there is typically high demand for fishing boats on a Sunday morning early in the season, the availability of boats for the general public will be limited. Staff will create social media posts to notify the public of the event and limited boat rentals.

Recommended Conditions:

City staff has reviewed the petitioner's request and offers the following conditions:

1. Comply with all City Code regulations and Special Event requirements, including all insurance requirements. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
2. Comply with all fishing and safety guidelines.
3. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
4. The majority of participating students will be under 18 years of age. Participants aged 14 to 15 must have an accompanying adult on the boat, and students aged 16 and 17 must have prior guardian consent to fish without an adult on board. Participants shall follow all fishing and safety requirements during the tournament.
5. All debris created by the event shall be cleaned up during and after the event.
6. In the case of inclement weather, an alternate date can be approved by the City Manager.
7. Prairie Ridge High School must provide insurance, severe weather and evacuation plan, hold harmless and liability waivers by May 16, 2025 or the event may be cancelled.

The petitioner is aware of the recommended conditions and plans to be present at the meeting.

Votes Required to Pass:

Simple majority vote of the City Council

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: April 15, 2025

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

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

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

The office of City Clerk is required to perform various statutorily required duties, and the performance of those duties is often essential to ensuring that actions of the City Council are legally effective. In addition, the Clerk is responsible for maintaining a record of City ordinances, serving as the custodian of the City Seal, and maintaining a record of all officers and employees of the City. The City's Deputy Clerks have performed these duties satisfactorily in the elected Clerk's absence during the past year.

Currently, the City Clerk is an elected position as defined in the City Code and the current term ends on April 30, 2025. At the August 6, 2024 City Council meeting, the City Council adopted an ordinance amending the City Code stating that, effective May 1, 2025, the City Clerk position will be appointed to a four year term by the Mayor and City Council.

Ordinance Clarifying the Clerk Position:

The City Code states that effective May 1, 2025, the City Clerk position will be appointed by the Mayor and City Council for four-year terms. To ensure continuity in the position of City Clerk, staff proposes to adopt an ordinance to provide that the City Clerk's term of office will be automatically renewed unless and until his/her successor is appointed and qualified. The City Clerk will continue to be appointed by the Mayor with the advice and consent of the City Council, and a change in the appointed personnel for the position can occur at any time. For reference, the City Code requirements regarding the City Treasurer are similar to the proposed update for the Clerk.

Votes Required to Pass:

Simple majority vote of the City Council

ORDINANCE NO.
FILE NO.

CITY OF CRYSTAL LAKE

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

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

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

WHEREAS, the City has established the office of City Clerk, who serves a term of four years; and

WHEREAS, the City Council is, pursuant to the City's home rule authority, authorized to ensure that the operations of the City and its affairs are appropriately and continuously performed; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City and its residents amend Chapter 22 to provide that the City Clerk's term of office will be automatically renewed unless and until his/her successor is appointed and qualified;

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

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

Draft

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

§ 22-1 Appointment; term.

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

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

PASSED THIS 15th day of April, 2025.
AYES: ( )
NAYS: ( )
ABSENT: ( )
APPROVED THIS 15th day of April, 2025.

_____
Haig Haleblian, MAYOR

ATTEST:

_____
CITY CLERK

Draft

Agenda Item No: 9e

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: City Clerk Appointment

Staff Recommendation: Motion to approve the appointment of Nick Hammonds as City Clerk

Staff Contact: Eric Helm, City Manager

Background:

At the August 6, 2024 City Council meeting, the City Council adopted an ordinance amending the City Code stating that, effective May 1, 2025, the City Clerk position will be appointed by the Mayor and City Council. The office of City Clerk is required to perform various statutorily required duties, and the performance of those duties is often essential to ensuring that actions of the City Council are legally effective. The Deputy City Clerks will continue to perform the duties of City Clerk concurrently with the term of the appointed Clerk.

Chapter 22 of the City Code creates the position of City Clerk, which is appointed by the Mayor with the advice and consent of the City Councilmembers. The City Council is requested to approve the appointment of Deputy City Manager Nick Hammonds as City Clerk effective May 1, 2025.

Votes Required to Pass:

Simple majority.

RESOLUTION NO. 25R-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS,
Approving Appointment of City Clerk

WHEREAS, the City Clerk is appointed by the Mayor with the advice and consent of the City Council members pursuant to Chapter 22 of the City Code; and

WHEREAS, the Mayor of the City of Crystal Lake has recommended that Nick Hammonds be appointed as the City Clerk.

NOW THEREFORE, by adoption of this Resolution, the City Council approves the appointment of Nick Hammonds as the City Clerk for a four-year term effective May 1, 2025, which said term will automatically renew unless and until his/her successor is appointed and qualified.

Adopted by the City Council of the City of Crystal Lake at a regular meeting on the 15th day of April, 2025.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL:
ATTEST:

_____
CITY CLERK

PASSED: April 15, 2025
APPROVED: April 15, 2025

Agenda Item No: 9f

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Approval of intergovernmental agreement with the Illinois Public Works Mutual Aid Network (IPWMAN)

Staff Recommendation: Motion to adopt a Resolution authorizing the Mayor to execute an agreement with the Illinois Public Works Mutual Aid Network

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

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Background:
The Illinois Public Works Mutual Aid Network (IPWMAN) is a voluntary membership program that was formed in 2009. IPWMAN provides a formalized system for government agencies to enter into a written mutual aid agreement to provide and receive emergency assistance in the event of natural or man-made disasters, or other situations that require action or attention beyond the normal capabilities of an agency. The City of Crystal Lake has been a member since 2012.

There are over 400 hundred units of local government throughout the State of Illinois who participate in the IPWMAN program. Nearby municipalities that are a part of IPWMAN include:

- Village of Algonquin
- Village of Cary
- City of Harvard
- Village of Island Lake
- Village of Lake in The Hills
- Village of Carpentersville
- Village of Huntley
- Village of Lakewood
- Village of Johnsburg
- City of McHenry
- Village of Lakemoor
- McHenry County
- City of Marengo
- Village of Prairie Grove
- Village of Spring Grove
- Village of Union
- Village of Wonder Lake
- City of Woodstock

In addition, the majority of the county's township road districts are also IPWMAN members.

IPWMAN was formed using other public safety mutual aid programs such as MABAS and ILEAS as a template. The network is divided into 8 geographic regions, allowing multiple regions to be called out for mutual assistance depending on the scope of the incident. SEECOM is the dispatching hub for the IPWMAN network in the county. While there are no direct personnel costs associated with the program, there is an annual $250 administrative fee required to participate.

IPWMAN is the most comprehensive public works mutual aid program in Illinois and is in the forefront of disaster preparedness for public works agencies nationwide. If a large event were to impact Crystal Lake, there is a strong likelihood that our geographic neighbors would be impacted as well. Participating in a state-wide mutual aid network, allows agencies from across the state to assist communities in need. For example, when the City of Geneva was impacted by a tornado and storms in 2024, Crystal Lake was not impacted and responded to help assist with storm cleanup for a few days. The City does not respond to mutual aid requests if the City is impacted by an event.

IPWMAN has recently updated their bylaws and organizational structure and is requiring member agencies to approve an updated intergovernmental agreement. The City's legal counsel has reviewed the agreement and resolution.

Votes Required to Pass:
Simple majority

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

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WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

Draft

WHEREAS, the Mayor/President and the Council/Board of Trustees of the CITY OF CRYSTAL LAKE have determined that it is in the best interests of this unit of local government and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/President and Council/Board of the CITY OF CRYSTAL LAKE, McHenry County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

Draft

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 15 day of April, 2025, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

_____

Title: Mayor

ATTEST:

_____ _____
City Clerk

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STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CITY CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk of the _____, _____County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION NO._____

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

which Resolution was duly adopted by said Council/Board at a meeting held on the 15 day of April, 2025.

I do further certify that a quorum of said Council/Board was present at said meeting, and that the Council/Board complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

_____
City Clerk

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An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among THE CITY OF CRYSTAL LAKE ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

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SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. *"AID AND ASSISTANCE"* includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. *"BOARD OF DIRECTORS"* is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. *"BOARD MEMBER"* is a representative of the IPWMAN serving on the Board of Directors.

F. *"DISASTER"* means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

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control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. *"LOCAL EMERGENCY"* is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. *"GENERAL MUTUAL AID"* means aid and assistance provided during non-emergency conditions.

J. *"MUTUAL AID RESOURCE LIST"* means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. *"NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)"* a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. *"PERIOD OF ASSISTANCE"* means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. *"RESPONDING AGENCY"* means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

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C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

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SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. .If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

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personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

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SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

(1) Approve and execute this Agreement.

(2) Provide a fully executed copy of this Agreement to the Board of Directors.

(3) Provide the name and title of an authorized representative to the Board of Directors.

(4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

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Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

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SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Draft

Signature Page

Approved and executed this 15th *day* April *of 20* 25.

For the Agency (Insert Name): THE CITY OF CRYSTAL LAKE

By: _____

Its: Mayor

Attest

By: _____

Its: Clerk

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ *day of* _____ *20* _____.

By: _____

Vince Kilcullen
President, IPWMAN Board of Directors

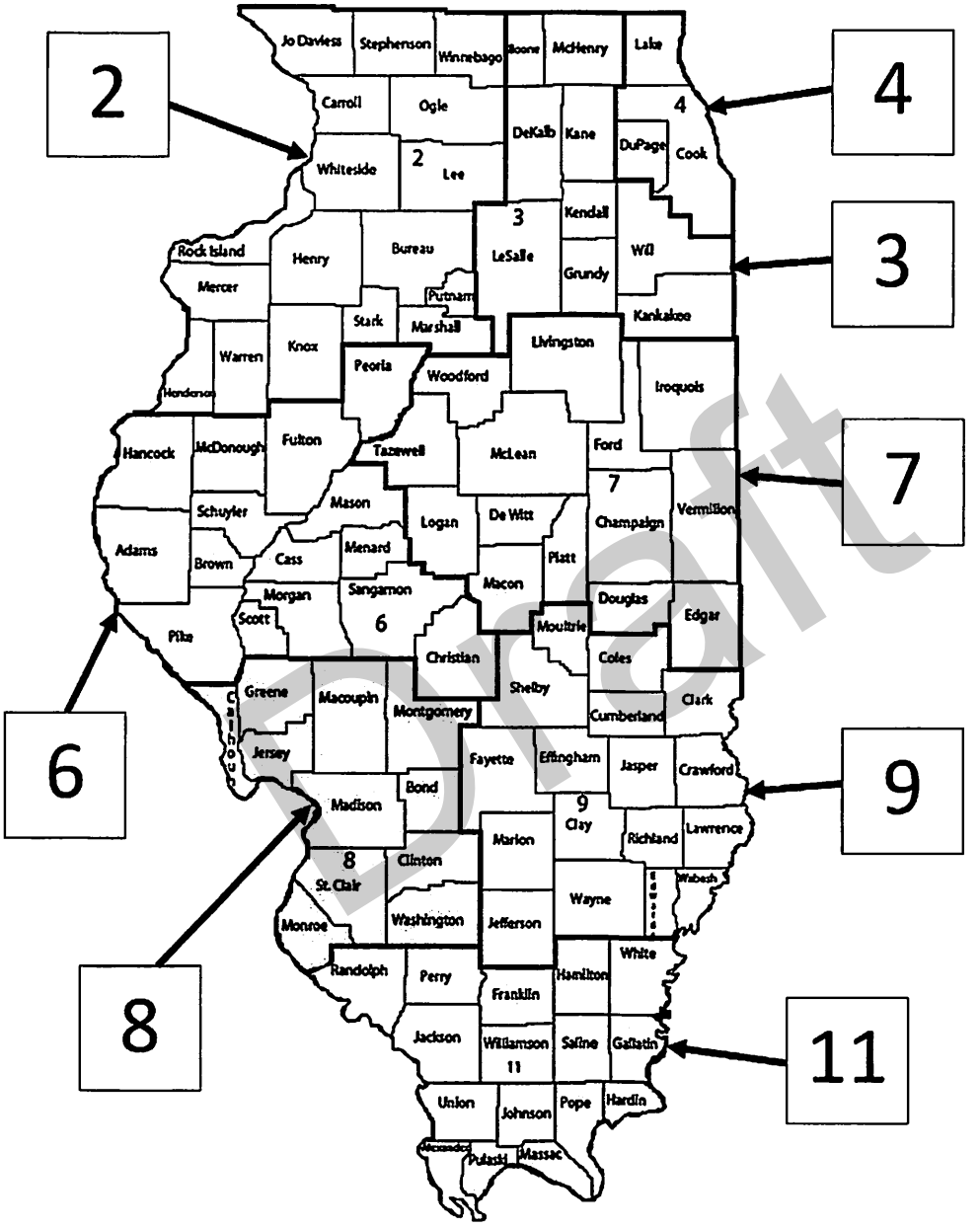
Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

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Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Special Event Request – North American MGB Register 2025 Car Convention– August 28-31, 2025

Staff Recommendation: Motion to approve the Special Event Request for North American MGB Register, pursuant to staff recommended conditions

Staff Contact: Kathryn Cowlin, Director of Community Development
Victoria Wojcik, Community Development Analyst

Background:
The North American MGB Register's Club is proposing to hold its annual car convention at the Holiday Inn in Crystal Lake from August 28 through August 31, 2025. The outdoor event will include a car show of 250 to 300 British cars, a live band, car wash, and a food vendor. Alcohol will be sold and served by the Holiday Inn indoors as part of the event. This is the first time the event will held in Crystal Lake.

- The Police Department recommended two officers for assistance during the concert portion of the event. The Police Department has determined that the chargeback fee will not exceed an estimated cost of $772.24.

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

1. Comply with all City Code regulations pertaining to the request.
2. Trash must be picked up on a daily basis.
3. Any lighting should be placed so as not to disturb the neighbors.
4. The event sites are subject to a life safety inspection by the Community Development, Fire Rescue, and Police Departments prior to the start of the event.
5. The petitioner shall work with the property owners regarding parking for the event. In addition to on-site parking for the event, the petitioner has requested the use of the Walmart parking lots for trailer parking, with participants driving their cars from the offsite parking area to the event space.

6. To ensure public safety, uniformed City of Crystal Lake Police Officers will be on the grounds during the estimated four-hour timeframe of the concert. The week prior to the event, please contact the Police Department at (815)356-3620 to verify Police assistance.
7. Any security staff hired by the event organizer shall wear a consistent, distinct color t-shirt that identifies them as being "security".
8. Holiday Inn shall have posted signs indicating the prohibited concealed carry of firearms while on their property.
9. Tents and canopies used for this event must comply with the Tent Guidelines (enclosed).
10. The drive around the building shall be maintained and remain fully accessible for emergency responding vehicles. The 20 foot minimum clearance includes around all four sides of the building.
11. A 3-foot clear space, and otherwise unobstructed, shall me maintained around the circumference of fire hydrants.
12. Fire apparatus and ambulance access shall not be obstructed. A 20-foot minimum clearance shall be maintained on existing driveways around the building. Booths shall not be positioned to extend into drive aisles.
13. If vehicles will be displayed indoors, vehicles positioned inside the Banquet Area shall not contain no more than ¼ tank or 5 gallons of gas (whichever is less) while stored inside. Batteries must also remain disconnected.
14. Fire Department Connections must remain clear and accessible for use.
15. Generators, if used, shall be a minimum of 20 feet from any tents/canopies and protected from the public by fencing, enclosure, or other approved means.
16. Stage inspection is required. At the time of inspection, manufacturer's cut sheets should be on site to address setup requirements.
17. Please contact the Fire Prevention Bureau at (815) 356-3640 on Thursday to arrange for the required inspections.
18. Obtain any necessary approvals from the McHenry County Department of Health.
19. If food trucks are to be utilized, the food truck shall have a current, valid annual inspection for operating issued by Crystal Lake Fire Department. The placement shall not be located at the main entrance canopy.
20. Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.

The applicant has been advised to attend the April 15, 2025 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME MG2025 - NORTH AMERICAN MGB REGISTER'S ANNUAL CONVENTION

EVENT LOCATION HOLIDAY INN - CRYSTAL LAKE

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

☑ Other CAR SHOW - Holiday Inn - (Mon-Wed: Inside Tech Sessions; Thurs: Parking lot car show

Most of the show will be based inside the Holiday Inn with the exception of Monday night's welcome reception and Thursday's car show in the parking lot

2. General Description/Purpose of the event:

The North American MGB Register's Annual Convention from July 28-31, 2025 being held at the Holiday Inn - Crystal Lake.

We are expecting 250 classic MG (and other British) cars for this event. There will be scenic drives, technical

sessions and a car show at the hotel. We will hold a dinner at the Medieval Times and River Cruise in Chicago.

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

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

5. Is the event an annual/recurring event? Yes, in different parts of the country ❑ Yes ☑ No

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

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

8. Number of persons scheduled to monitor and work the event: 50-75

9. Estimated attendance: 250 cars and 450 people

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

ORGANIZATION INFORMATION

11. ☑ Organization is registered with the State of Illinois as a Non-Profit Organization
12. Name of Event Manager: Tony Burgess (national) Melissa Gonzales (local)
13. Contact Information for Event Manager:

Address: 318 Hampton Park
Westerville, OH 43081

(Please check preferred means of contact)

Daytime phone: [redacted] ❑
Emergency phone: _____ ❑
Cell phone: [redacted] ☑
Email: [redacted] ❑

EVENT OPERATION

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

Set Up: July 27, 2025
Event: July 28-31, 2025
Dismantling: July 31, 2025

15. Hours of the event:

Set Up: 2:00 - 8:00pm
Event: 9:00am - 6:00pm
Dismantling: 4:00 - 6:00pm

Our Policy through JCTaylor insurance has $1mm/3mm liability and will name Holiday Inn as additional Insured.
Can include the City of Crystal Lake if needed.
Normally we apply in May for this coverage.

CITY MANAGER'S OFFICE

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

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

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

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

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

If yes, what type of alcoholic beverages will be served?
No alcohol will be available by the event, only by the Holiday Inn inside their property

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

19. Will the event require tents or temporary structures? ☐ Yes ☑ No
(Possibly a few 10x10 pop-ups)

20. What signs or advertising do you anticipate needing for the event?
The hotel will provide a stage for Monday's band.

Temporary community event signs ☐ Yes ☑ No

Temporary neighborhood event signs ☐ Yes ☑ No

Directional signs ☑ Yes ☐ No

Banner ☑ Yes ☐ No

21. Will food be served or sold at the event? Dairy Queen will sell ice cream at Thursday's Car Show. They have been advised about permit needs ☑ Yes* ☐ No

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

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

Description of Products Automotive items such as t-shirts, etc. Possibly some classic car parts

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

Name of Company Will use Holiday Inn facilies in convention center
Address
Phone

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

If yes, please specify the power requirements and plan for provision
Holiday Inn Convention Center Holiday Inn will provde 110v for band on Monday night

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

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

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

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

During Monday night's Welcome Reception (7-9pm) in the Holiday Inn rear parking lot, the Blooze Brother's Band will perform a short concert.

28. Please state what provisions have been made for first aid and emergency medical services, if any:
Will utilize 911 service if needed

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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



Signature

3/6/2025
Date

ANTHONY BURGESS
Print Name

STAFF USE ONLY

Assigned City Department:_____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No

NORTH AMERICAN MGB REGISTER
MG2025 – CRYSTAL LAKE

- MGs (Morris Garages) are British cars built from 1925 through today. Most people recognize the sports car models first brough back by GI's from the UK after World War II and their "slogan" was "The Sports Car America Loved First". In fact, the Mada Mita featured an MGB in their first ad in 1989 as a "tip of the hat" to MGs.
- Four National MG Clubs in North America
  - North American MMM Register (1929-1936)
  - New England MGT Register (1935-1955)
  - North American MGA Register (1955-1962)
  - North American MGB Register (1962 onwards)
    - MGB over 512,000 were produced
    - Still making MGs in China and sold worldwide (except USA)
- NAMGBR was founded in 1990 – Run by all volunteers
- 2000 members in North America
- We have about 90 Regional Clubs
- Each year we hold a National Convention – usually June or July
  - Each year we hold events in different parts of North America
    - The first was in 1992 in Peterborough, Ontario
    - 2024 was in Katy, Texas
    - Chicagoland MG is hosting this year's event and selected Crystal Lake
      - This year's theme is "Blues Brothers"
      - This Year's Charity is: "Peds in the Weeds" (an annual picnic and carnival hosted by Advocate Children's Hospital, for families of children with cancer or brain tumors, and survivors, offering a day of fun, games, and support).
    - Attendees at the event range from 125 to 500 cars (200 – 1,000 people)
    - This year we are planning 250-300 cars
  - The Convention normally runs for four days
    - First Day – registration and Welcome Reception (Blooze Brothers Band) → few hours
    - Days two and three involve scenic drives, tech sessions, various events
      - Medieval Banquet, Historic River Cruise in Chicago, Volo Museum
      - Anderson Japanese Gardens, Sanfilippo Estate, Nick's Pizza Class, Drive In movie, Illinois Railway Museum
    - Day four is the car show and Closing Banquet

monday →

thurs →

↳ open to the public, no admission fee

open to public all weekend, thurs is formal car show

• non for profit → 501B

MG2025 Holiday Inn Use

July 28-31, 2025 (Monday 7/31)



MG2025 Holiday Inn Use

July 28-31, 2025 (Thursday 7/31)



MG2025 WalMart Trailer Parking

July 28-31, 2025



Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Special Event Request and Street Closure - Downtown Crystal Lake Pride Walk and Social and Police Assistance Fee Waiver Request – Sunday, June 1, 2025

Recommendation: Motion to approve the Special Event Request for Downtown Crystal Lake/Main Street Pride Walk and Social and street closure of Brink Street between Grant Street and Williams Street, pursuant to staff recommended conditions and Fee Waiver of the Police Department chargeback fees ($1,930.60)

Staff Contact: Kathryn Cowlin, Director of Community Development
Victoria Wojcik, Community Development Analyst

Background:

The applicant has applied for a Special Event to allow the Pride Walk and Social to be held in Downtown Crystal Lake. The event would be held Sunday, June 1, 2025 from 11:00 a.m. to 4:00 p.m.

The event is planned to help break free from the stigma and biases that surround the LGBTQ+ community. Participants will walk on the sidewalks starting from Williams Street and Crystal Lake Avenue, to Woodstock Street, to Grant Street. The event will end at the Brink Street Market parking lot, where food vendors, pride vendors, a stage, and educational booths will be held. This year, the applicant is requesting the closure of Brink Street from Grant Street to Williams Street to host a car show during the event.

- The Police Department recommended a minimum of four officers for assistance during the street closure portion of the event. The Police Department has determined that the chargeback fee will not exceed approximately $1,930.60.

The application has been reviewed and the following conditions are recommended:

1. The approval is valid on Sunday, June 1, 2025, from 11:00 a.m. to 4:00 p.m.
2. The event shall be in accordance with the submitted site plan.

3. All electrical must comply with the 2017 National Electric Code and is subject to an inspection prior to starting the event.
4. Vendors are responsible for site clean-up, with all garbage removed at the end of each market day.
5. Generators, if used, must be a minimum of 20 feet from any tents and/or canopies, and protected from the public by fencing, enclosure, or other approved means. Generators shall be properly grounded as outlined by the manufacturer.
6. Adequate trash receptacles must be supplied.
7. Participants remain on the sidewalks during the walk portion of this event, and adhere to all pedestrian crossing.
8. Signs cannot obstruct the view of traffic or be attached to utility poles.
9. Pedestrian ways or fire lanes must not be obstructed.
10. Provide approved access for emergency vehicles to gain entry to the event as well as maintain access to the existing structures. This must include a minimum 20-foot access in the roadway. Any barricades used must be easily moveable for emergency access.
11. Fire hydrants shall be accessible or unobstructed.
12. A certificate of insurance is required from every vendor or organization participating in the event.
13. Any other permits or requests for signs should be made through the Building Division.
14. Food Vendors are responsible to obtain all necessary permits from the McHenry County Health Department.
15. Food trucks are required to obtain a Food Truck Permit from the City of Crystal Lake and shall have a current, valid annual inspection for operating issued by the Crystal Lake Fire Department.
16. Tents/Canopies must meet the requirements, as provided in the enclosed handout.
17. Inspections from the Fire Rescue Department may be required.
18. All directly affected businesses should be notified of road closure as far in advance as possible.

The applicant has been made aware of these recommended conditions and advised to attend the April 15, 2025 City Council meeting to answer any questions.

Votes Required to Pass:

A simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Pride Walk & Social

EVENT LOCATION Brink Street Parking Lot and Brink Street

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
The purpose is to help break free from the stigma and biases surrounding the LGBT
a walk down the sidewalks: starting at Williams to Woodstock to Grant to Brink Stree
pride vendors, educational booths, a stage with entertainment, and a small 25-car c

3. Will the event require the use of City-owned property? ☑ Yes ☐ No
4. Is a Site Map/Route Map attached? ☐ Yes ☐ No
5. Is the event an annual/recurring event? ☑ Yes ☐ No
6. Will the event require a public street/sidewalk to be blocked or closed? ☑ Yes ☐ No
7. Will the event require use of a public parking lot? ☑ Yes ☐ No
8. Number of persons scheduled to monitor and work the event: 20
9. Estimated attendance: 400-800

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

ORGANIZATION INFORMATION

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

Address: 25 W Crystal Lake Ave
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: 815-479-0835 ☑
Emergency phone: _____ ☐
Cell phone: [redacted] ☑
Email: events@downtowncl.org ☑

EVENT OPERATION

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

Set Up: 6/1/2025
Event: 6/1/2025
Dismantling: 6/1/2025

15. Hours of the event:

Set Up: 9am
Event: 11-4pm
Dismantling: 4-5pm

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☑ Yes ☐ No

    Temporary neighborhood event signs ☐ Yes ☑ No

    Directional signs ☑ Yes ☐ No

    Banner ☐ Yes ☑ No

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

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

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

    Description of Products craft/food vendors

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

    Name of Company LRS
    Address 1350 N Old Rand Rd, Wauconda, IL 60084
    Phone (847) 381-9300

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

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

    _____

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
We will have a first aid kit available and the police and fire department is less tha

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Signature

3/17/2025
Date

Katie Galto
Print Name

STAFF USE ONLY

Assigned City Department:_____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

DOWNTOWN
CRYSTAL LAKE

25 W. Crystal Lake Ave
Crystal Lake, IL 60014

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

To Whom It May Concern,

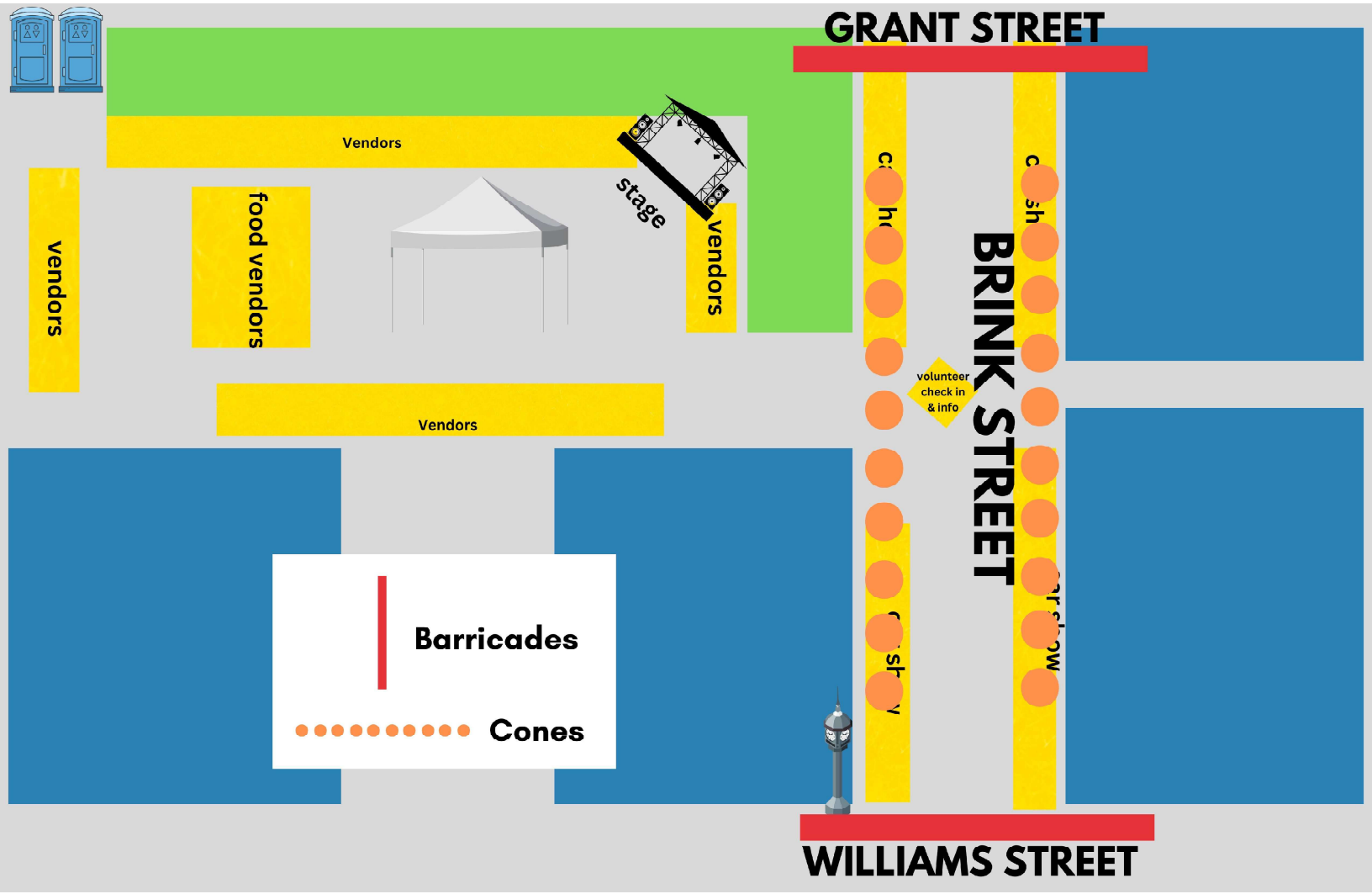
The Downtown Crystal Lake/Main Street organization is requesting a waiver of fees for Police detail for the second annual Pride Walk & Social taking place on June 1, 2025. This event draws approximately 1,000 visitors into our downtown from Crystal Lake and the surrounding area. Our organization is a 501c3 that promotes a thriving community in the heart of our City, and this event in particular aims to create a welcoming environment for all.

We appreciate your consideration of this request!

Sincerely,

Joy Neal

Joy Neal
Executive Director


GRANT STREET
Vendors
stage
vendors
food vendors
vendors
BRINK STREET
volunteer check in & info
Vendors
Barricades
Cones
WILLIAMS STREET

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Special Event and Police Assistance Fee Waiver Request for Raue Center for the Arts - Crystal Lake Night Owl Bike Ride - Saturday, August 2 to Sunday, August 3, 2025

Staff Recommendation: Motion to approve the Raue Center for the Arts application for a Special Event for the Crystal Lake Night Owl Bike Ride on August 2 through August 3, 2025 and Fee Waiver of the Police Department chargeback fees pursuant to recommended staff conditions.

Staff Contact: Kathryn Cowlin, Director of Community Development
Victoria Wojcik, Community Development Analyst

Background:
In an effort to promote bicycling as a viable transportation alternative in a unique and fun environment, the Raue Center for the Arts will be hosting the annual Crystal Lake Night Owl Bike Ride, an overnight bike ride through the City between Saturday, August 2, 2025 and Sunday, August 3, 2025. This year's event will begin at 7:30 p.m. for registration, the bike ride will begin at 9:00 p.m., and the event would finish around 12:00 a.m. There is no rain date scheduled in case of inclement weather.

There are two proposed bike routes, the long route approximately measuring 20 miles long and the short route measuring about 11 miles long. The route makes use of many existing bike paths and bike routes throughout the City. The ride is open to riders of all ages, and has a limit of 300 riders.

The roads used for the long route consist of:

- Starting at Woodstock Street from City Hall to Williams Street,
- Williams Street to Crystal Lake Avenue
- Westward Crystal Lake Avenue to Oak Street
- Southward Oak Street to Dole Avenue
- Southwest Dole Avenue to Lakeshore Drive
- South Lakeshore Drive to Country Club Road

- Westward Country Club Road to Wedgewood Drive
- Wedgewood Drive to Blue Mound Drive
- Southward Blue Mound Drive to Barlina Road
- Eastward Barlina Road to Golf Course Road
- Southward Golf Course Road to Woods Creek Park
- Woods Creek Park to Alexandra Boulevard
- West Alexandra Boulevard to Dogwood Drive
- Dogwood Drive to Driftwood Lane
- Southward Driftwood Lane to Village Road
- Eastward Village Road to Carlemont Drive
- Northward Carlemont Drive to Alexandra Boulevard
- Westward Alexandra Boulevard to Golf Course Road
- North Golf Course Road to to Concord Drive
- Eastward Concord Drive to Windsor Drive
- Eastward Windsor Drive to Dartmoor Drive
- Eastward Dartmoor Drive to Coventry Lane
- North Coventry Lake to Berkshire Drive
- Eastward Berkshire Drive to Main Street
- Northward Main Street to Esther Street
- Westward Esther Street to Walkup Road
- Northward Walkup Road to the Ridgefield Trace
- Westward Ridgefield Trace to Larium Lane
- Northward Larium Lane to Midlane Drive
- Westward Midlane Drive to Spring Ridge Drive
- Westward Spring Ridge Drive to Crystal Ridge Drive
- Southeast Crystal Ridge Drive to Carmella Drive
- Northward Carmella Drive to Mira Street
- Northward Mira Street to Talismon Drive
- Westward Talismon Drive to Larium Lane
- Northward Larium Lane to the Ridgefield Trace
- Eastward Ridgefield Trace to Walkup Road
- Southward Walkup Road to Gates Street
- Southeast Gates Street to Grant Street
- Southwest Grant Street to the Brink Street Market

The roads used for the short route consist of:

- Starting at Woodstock Street from City Hall to Williams Street,
- Williams Street to Crystal Lake Avenue
- Westward Crystal Lake Avenue to Dole Avenue
- Southwest Dole Avenue to Lakeshore Drive
- South Lakeshore Drive to Country Club Road
- Westward Country Club Road to Wedgewood Drive
- Wedgewood Drive to Blue Mound Drive
- Southward Blue Mound Drive to Barlina Road

- Eastward Barlina Road to Golf Course Road
- South Golf Course Road, loop around Woodscreek Park, and back North Golf Course Road to Concord Drive
- Eastward Concord Drive to Windsor Drive
- Eastward Windsor Drive to Dartmoor Drive
- Eastward Dartmoor Drive to Coventry Lane
- North Coventry Lake to Berkshire Drive
- Eastward Berkshire Drive to Main Street
- Northward Main Street To Esther Street
- Westward Esther Street to Walkup Avenue
- Northward Walkup Avenue to Grant Street, ending at the Brink Street Market

The applicant is requesting use of the City Hall front parking lot for the registration and start of the event. Entrances to the parking lot would remain open during the event. Participants will use the former public safety building parking lot at 121 W. Woodstock Street and the west end of the Alexander Commuter parking lot for parking during the event.

This year, the applicant is requesting to use the Brink Street Market to host the end of route celebration. This will be held from 10:30 p.m. to 12:00 a.m. This will include food vendors, beer sales, tables, and outdoor restrooms in a fenced-in space.

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

1) The City will have flexibility in altering the course based on any concerns that may arise.
2) The event organizer must have written approval from the Crystal Lake Park District for the use of Woodscreek Park property by July 2nd, 2025.
3) The event organizer must have written approval from the McHenry County Conservation District for the use of the Ridgefield Trace trail property by July 2nd, 2025.
4) Participants shall obey all traffic laws.
5) The organizers will advise participants to ride in one lane and allow space for cars to pass in the other lane.
6) Amplified music will not be allowed in the City Hall parking lot in conjunction with the event.
7) Volunteers shall carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
8) This event will require two officers to direct traffic and race participants throughout City streets. Please contact Please contact Patrol Commander, Ryan Coutre at (815) 356-3733 to determine/arrange for police officers for assistance with this event.
9) All debris created by the event shall be cleaned up during and after the event.
10) Petitioner must adhere to the required City insurance provisions for the use of City-owned property and has provided a certificate of insurance naming the City as additional insured, and signed the required Indemnity/Hold Harmless agreement.
11) Tents and canopies used for an event must comply with the conditions on the attached Tent and Canopy handout.

12) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
13) Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division.
    a. Please contact the Building Division regarding signage to be used in conjunction with the event.
    b. Ensure that all signage used for the event does not block the line of sight of vehicles exiting the parking lot.
14) In the case of inclement weather, an alternate date can be approved by the City Manager.

Fee Waiver

This event will require two officers to assist with the event. The Police Department estimates the chargeback fee for the police detail to be about $1,158.36. The applicant has requested to waive the Police chargeback fees this year. In previous years, the applicant has paid for Police assistance.

The applicant has been made aware of these recommended conditions and advised to attend the April 15, 2025 City Council meeting to answer any questions.

Votes Required to Pass:

Simple majority vote.

File Date: 03/07/2025

Application Status: In Review

Application Type: Special Event/Temporary Use Permit

Application Detail: Detail

Description of Work: We are submitting our special event application for Raue Center's Night Owl Bike Ride Fundraiser on Saturday, August 2nd. The event hours are 7:30pm to midnight, with setup beginning around noon. The ride, as in years past, would depart from City Hall, go past Raue Center on Williams Street, turn right on CL Ave to Dole to begin their loop, returning along the path, parallel to Main St. This year, we are proposing the addition of an end party at Brink Street Market parking lot and request the ability to close this lot during that time for bike parking, tables and gathering along with food trucks and beer sales.We'd request the parking lot be empty by 7pm for set-up. In the Raue's rear staff parking lot, we will also place two porta potties. We appreciate the past support from the police department, both by having two officers ride along as well as waiving the fees. We again request both of those items for 2025. We have modified the route to account for crossing busier roads at stop lights or stop signs. We are requesting placement of large digital information signs to alert drivers of a night bike ride in progress along Walkup Rd. near the crossing to Ridgefield Trace. Would these be available to borrow from the city? Below is the proposed schedule and I've attached the maps for both routes. 7:30pm - registration starts at city hall (power from city hall, two porta potties, barricades needed to partition parking lot) 8:45pm - bikes lineup 9pm - long route riders begin, depart from city hall 9:05 - short route riders begin 10:30pm - Brink Street End Party begins (brink st. lot closed, tables, food-truck(s) and beer sales, power from Raue Center, generator or is city power available in that lot?) 11:30pm - route closes Midnight - Party ends

Application Name: Raue Center's Night Owl Bike Ride - Special Event

Address:

Owner Name: Raue Center For The Arts

Owner Address: 26 N Williams St, Crystal Lake, IL 60014

Parcel No:

Contact Info:

Name	Organization Name	Contact Type	Status
Meredith Flowers	Raue Center For...	Director	Active

Custom Fields:

KEY DATES

Appoved Date	Use/event Begin Date	Use/Event End Date
	08/02/2025	08/03/2025

LOCATION INFORMATION

Site Description	Location Info - Address if applicable:
City streets, bike paths, City Hall parking lot and Brink St. Parking Lot	

PROJECT INFORMATION

Use/Event Category	Type of Simplified Event	Type of Major Event
Simplified Special Event		Other
If Other, Description:	Tents or Canopies?	Temporary Electricity or Lighting?
Bike Ride	Yes	Yes
Temporary Signs?	Alcohol Service?	Food Service?
Yes	Yes	Yes
Police or Fire Service requested?	Street Closure or City Owned Property Use?	Street/City Property Details
Yes	Yes	Historically, the ride has been able to start from the city hall parking lot. Th is year we are asking for it to be able to end at the Brink St. parking lot. B oth need to be temporarily blocked off
Stage?	Amusment Rides or Inflatable Devices	Raffle?
No	No	No
Description and Location of Signage	City Barricades Required?	Event Parking
way-finding route signs to direct riders, banner at start and finish locations	Yes	We'd utilize downtown parking
Addmisson Fee	Entertainment	
Registration for the ride will vary from $25-$50 depending on when a rider s completes registration	Acoustic music at the start and finish of the ride	

ROCK THE RAUE 25

Celebrating 25 Years in 2025!

Raue Center For The Arts is a 501(c)(3) nonprofit organization dedicated to enriching the lives of all through the arts.



Richard Kuranda
executive director/CEO

Board of Directors

Tim Paul,
president

John Jacobsen,
vice president

Jerry Trachsler
treasurer

Luanne Flavin,
secretary

John Green
Mike Johnson
Stacey McInerney
Jack Minsley
Rich Naponelli
Michelle Nowland
Sandra Pierce
Regan Shepley
Chuck Stevens
Steven Szalaj

Administration Offices
104 Minnie Street
Crystal Lake, IL 60014
815.356.9010

Raue Center
School For The Arts
@ St. Mary's Episcopal
210 McHenry Avenue
Crystal Lake, IL 60014
815.356.9010

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

Subject: Request for Waiver of Police Fees for Night Owl Bike Ride

Dear Mayor Haleblian and Members of the City Council,

On behalf of Raue Center For The Arts, I am writing to formally request a waiver of the fees associated with the police presence for the upcoming Night Owl Bike Ride. This event, scheduled for August 2, 2025, is a long-time community tradition that promotes health, sustainability, and local engagement while fostering a fun and safe environment for participants of all ages.

The success of the Night Owl Bike Ride is made possible through strong partnerships with the City of Crystal Lake, local businesses, and volunteers who dedicate their time to creating a unique and memorable experience. We greatly appreciate the support of the Crystal Lake Police Department in ensuring the safety of our riders, and we recognize the essential role they play in making this event possible.

As a community-focused initiative, we strive to keep participation accessible and inclusive, ensuring that as many residents as possible can enjoy this event. The costs associated with securing police officers for traffic control and event safety are a significant expense, and a waiver of these fees would greatly alleviate the financial burden, allowing us to allocate more resources toward event programming and outreach.

We sincerely appreciate your consideration of this request and for your continued support of community events like the Night Owl Bike Ride. Please let us know if you require any additional information, and we would be happy to discuss this request further at your convenience.

Thank you for your time and for all you do to make Crystal Lake a vibrant and welcoming place for residents and visitors alike.

Sincerely,
Meredith Flowers
Raue Center For The Arts
Director of Marketing & Institutional Advancement

RECEIVED
MAR 26 2025
By

Night Owl 2025 long route (2.24.25)

Cycling Route

Saved | Edit

Details

19.17 mi | 283 ft

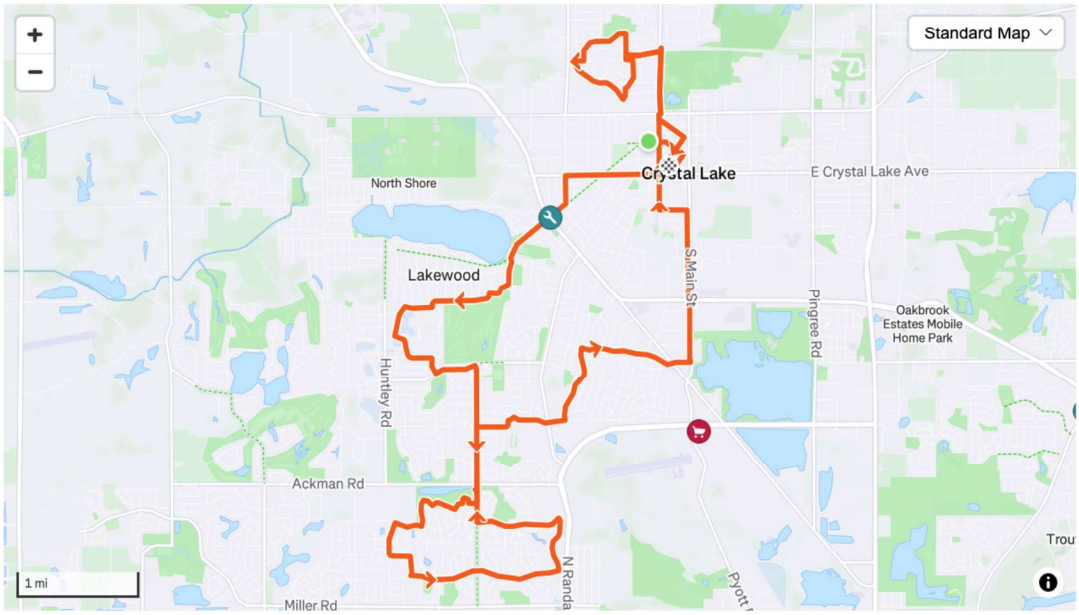
1:16:39

CREATED BY

Meredith Schaefer
February 24, 2025 · Private



Route and Elevation



Night Owl 2025 short route (2.24.25)

Cycling Route

Saved | Edit

Details

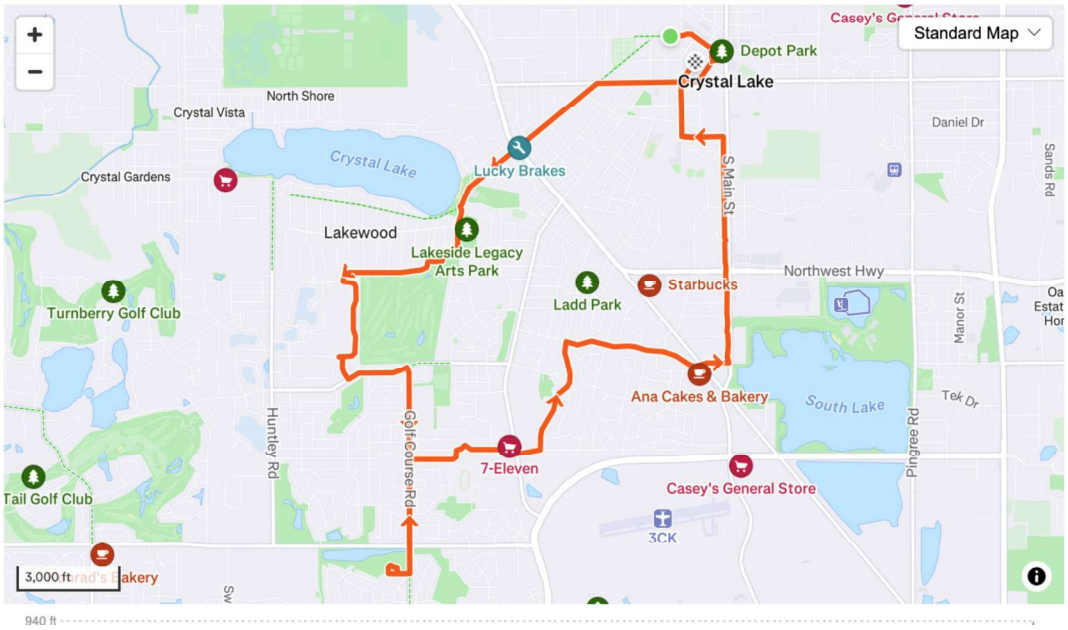
11.04 mi | 117 ft

44:08

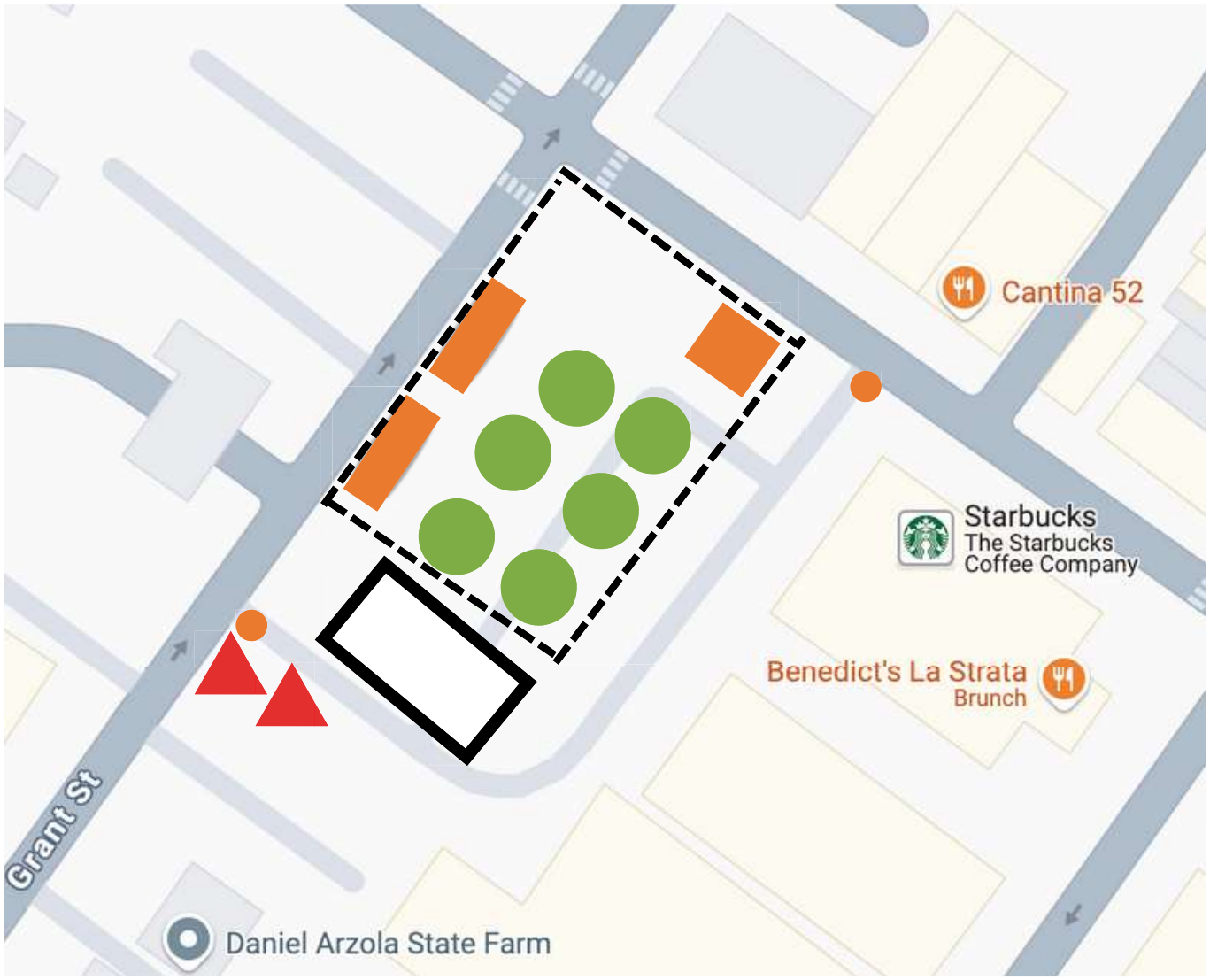
CREATED BY

Meredith Schaefer
February 24, 2025 · Private

Route and Elevation



NIGHT OWL
BRINK ST. PARKING LOT PLANS



Baricades - blocking off parking log

FoodTrucks

Beer Sales

Tables

Bike Parking

Beer Garden fencing

Port-o-potties

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Class 16 Temporary Liquor License Request –
Raue Center for the Arts – Saturday, August 2, 2025

Staff Recommendation: Motion to approve issuance of a Class 16 Temporary Liquor License to Raue Center for the Arts

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

Background:
The City has received a request from the Raue Center for the Arts for the issuance of a Class 16 Temporary Liquor License in order to sell beer at their Night Owl Post Party event being held at the Brink Street parking lot on Saturday, August 2, 2025 from 10:00 p.m. to 11:45 p.m.

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

Votes Required to Pass:
Simple majority

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

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

1. Applicant's full name Rave Center For The Arts
(Must be not-for-profit organization)

Address 104 Minnie St CL. 60014 Phone Number 815-356-9212

2. Location where beer and wine will be sold:
Brink St Parking Lot

3. Dates of the event (**not to exceed three (3) days**): Aug. 2 2025

4. Hours of operation: 10:00pm - Midnight

5. Describe the type of crowd and traffic control licensee will utilize. Expecting 350-400 bike riders for a short-post ride celebration. fencing to encircle a section of Brink St. lot.

6. Describe plan for refuse pickup. Garbage Cans on Site - to be taken to RC Garbage Bin

7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
Meredith Flowers - 1948 Pinnacle Dr., Aurora IL 60502

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

[signature] 3-24-25
Signature of President Date

[signature] 3-24-25
Signature of Secretary Date

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

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 24th day of March, 2025.

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

Notary Public

ROCK THE RAUE .25

Celebrating 25 Years in 2025!

Raue Center For The Arts is a 501(c)(3) nonprofit organization dedicated to enriching the lives of all through the arts.



Richard Kuranda
executive director/CEO

Board of Directors
Tim Paul,
president

John Jacobsen,
vice president

Jerry Trachsler
treasurer

Luanne Flavin,
secretary

Mike Johnson
Stacey McInerney
Jack Minsley
Rich Naponelli
Michelle Nowland
Sandra Pierce
Regan Shepley
Chuck Stevens
Steven Szalaj

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Raue Center
School For The Arts
@ St. Mary's Episcopal
210 McHenry Avenue
Crystal Lake, IL 60014
815.356.9010

March 24,2025

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

Subject: Request for Class "16" Temporary Liquor License - Night Owl Event Post Party

Dear Mayor Haleblian and Members of the Crystal Lake City Council,

On behalf of Raue Center for the Arts, I am writing to formally request approval for the issuance of a Class "16" Temporary Liquor License for our Night Owl Event Post Party on August 2, 2026. We are requesting a license to allow on-site beer sales in the Brink Street Parking Lot from 10:00 PM to 11:45 PM, with the event concluding at midnight.

The Night Owl Event has been a fantastic opportunity to bring our community together, and we appreciate the City's ongoing support of arts and entertainment in downtown Crystal Lake. We will ensure that all necessary precautions are taken, including proper security measures and adherence to all local liquor laws and regulations.

Please let us know if there are any additional steps or information required for approval. We appreciate your time and consideration and look forward to continuing to provide vibrant cultural experiences for our community. Thank you for your support.

Best regards,

Tim Paul

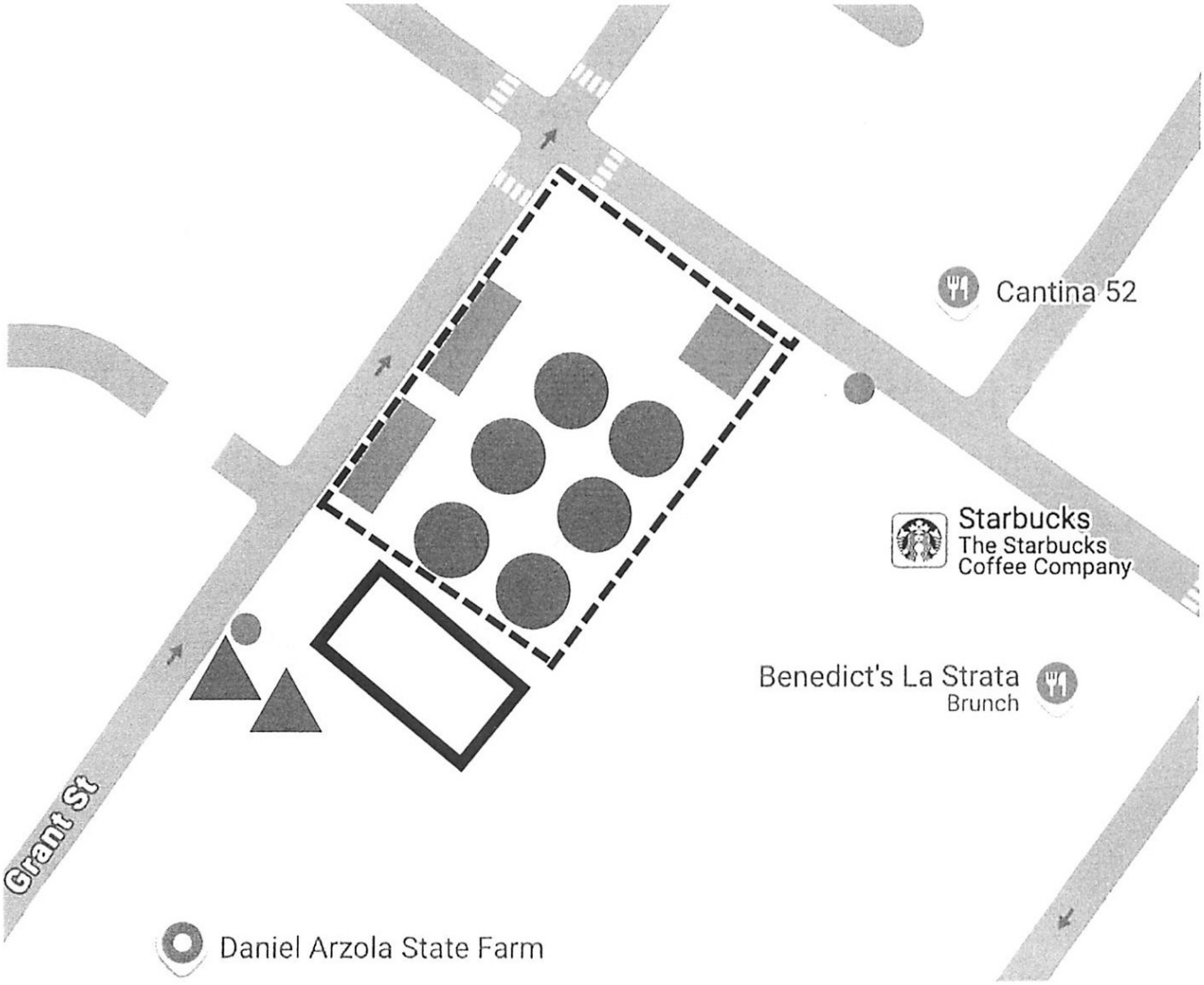
Jerry Trachsler

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

Signed Before me on March 24th, 2025.

RECEIVED
MAR 26 2025
By

NIGHT OWL
BRINK ST. PARKING LOT PLANS



Baricades - blocking off parking log

FoodTrucks

Beer Sales

Tables

Bike Parking

Beer Garden fencing

Port-o-potties

RECEIVED
MAR 26 2025
BY:

RAUEC-1

OP ID: EK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2025

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

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

PRODUCER 815-455-6960 Nels Insurance Agency, Inc. 45 North Virginia St. Crystal Lake, IL 60014 Christopher S. Christensen	CONTACT NAME: PHONE (A/C, No, Ext): 815-455-6960 FAX (A/C, No): 815-455-9357 E-MAIL ADDRESS: certs@nelsinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: The Cincinnati Companies — 10677
INSURED Raue Center for the Arts Inc 104 Minnie St Crystal Lake, IL 60014	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		EPP0348353	05/07/2024	05/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1MM/3MM
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			EBA0348353	05/07/2024	05/07/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP0348353	05/07/2024	05/07/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC0614295	05/07/2024	05/07/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Liquor Liab			EPP0348353	05/07/2024	05/07/2025	Limit	1,000,000
A	Property			EPP0348353/DED $2500	05/07/2024	05/07/2025	BPP Limit	900,954

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

RE: Night Owl Ride

Additional Insured on a primary and non-contributory basis: City of Crystal Lake, its officials, agents, employees and volunteers. Umbrella Follows Form

CERTIFICATE HOLDER

CITYOFC

CITY OF CRYSTAL LAKE
100 W Woodstock Street
CRYSTAL LAKE, IL 60014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Special Event and Class 16 Temporary Liquor License Request – Downtown Crystal Lake/Main Street Midsummer Wine Walk – June 28, 2025

Recommendation:

1. Motion to approve the Downtown Crystal Lake/Main Street Special Event on June 28, 2025 pursuant to the staff recommended conditions

2. Motion to approve the issuance of a Class 16 Temporary Liquor License to Downtown Crystal Lake/Main Street

Staff Contact: Kathryn Cowlin, Director of Community Development
Victoria Wojcik, Community Development Analyst
Melanie Gray, Executive Assistant
Nick Hammonds, Deputy City Manager

Background:

Downtown Crystal Lake/Main Street has applied for a Special Event Permit to hold the Midsummer Wine Walk in Downtown Crystal Lake on June 28, 2025 between 2:00 p.m. and 6:00 p.m. The event is to be held within the businesses in downtown. The event will include live music with a DJ which will be located near the clock tower to provide ambiance for the participants as they walk between the businesses. The City has also received a request from Downtown Crystal Lake/Main Street for the issuance of a Class 16 Temporary Liquor License in order to sell wine at their event.

Downtown Crystal Lake volunteers will be serving 0.5 ounce samples of wine from no more than 20 different participating businesses. Alcohol will be consumed inside each participating location prior to leaving for the next stop on the walk. Open alcohol will not be permitted on the sidewalks.

Section 329-5-P of the City Code permits the issuance of a Class 16 Temporary Liquor License for the retail sale of beer and wine for consumption upon the premises specified in the license where sold. The license shall be issued to not-for-profit corporations qualified to do business in

the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license. City staff has reviewed the petitioner's request and does not have concerns regarding the event, providing the following conditions are met:

If the request is approved, the following conditions are recommended:

1. This approval is valid for the Special Event Permit on June 28, 2025 from 2:00 p.m. to 6:00 p.m.
2. The event shall be in accordance with the submitted site plan.
3. All electrical must comply with the 2017 National Electric Code and is subject to an inspection prior to starting the event.
4. All electrical cords shall be covered to avoid a potential trip hazard. Electrical cords shall utilize an approved, commercially available cord protector.
5. Generators, if used, must be a minimum of 20 feet from any tents and/or canopies, and protected from the public by fencing, enclosure, or other approved means. Generators shall be properly grounded as outlined by the manufacturer.
6. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.
7. The applicant is responsible for obtaining all necessary McHenry County Health Department permits.
8. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Downtown amenities and landscaping must be properly maintained and/or restored to their original condition, as necessary. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)
9. Provide approved access for emergency vehicles to gain entry to the event as well as maintain access to the existing structures.
10. Any building used for the event must remain below the posted occupancy load limit.
11. Fire hydrants shall be accessible or unobstructed.
12. Tents and canopies used for an event must comply with City requirements.
13. Certificate of Insurance must be updated to show the current address and liquor liability and submitted before June 28, 2025.
14. Submit the list of businesses that are participating **by Friday, May 23, 2025**.

The applicant has been made aware of these recommended conditions and advised to attend the April 15, 2025 City Council meeting to answer any questions.

Votes Required to Pass:

A simple majority

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Midsummer Wine Walk

EVENT LOCATION Downtown Crystal Lake

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
Downtown Crystal Lake is hosting its first ever wine walk. This will be a ticketed even
We are planning to have up to, but no more than, 20 downtown businesses participa
We will have live music in either Brink street market or on corner of Williams and Bri

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: up to 50 volunteers spread thr

9. Estimated attendance: Our ticket cap is 400.

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

ORGANIZATION INFORMATION

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

Address: 25 W Crystal Lake Ave
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: 815-479-0835 ☑
Emergency phone: _____ ☐
Cell phone: [redacted] ☑
Email: events@downtowncl.org ☑

EVENT OPERATION

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

Set Up: 6/28/2025
Event: 6/28/2025
Dismantling: 6/28/2025

15. Hours of the event:

Set Up: 1pm
Event: 2-6pm
Dismantling: 6pm

CITY MANAGER'S OFFICE

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

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

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

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

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

If yes, what type of alcoholic beverages will be served?
Samples of red and white wine. Volunteers will serve a .5oz serving to each particip

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☑ Yes ☐ No

    Temporary neighborhood event signs ☐ Yes ☑ No

    Directional signs ☑ Yes ☐ No

    Banner ☐ Yes ☑ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

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

    _____

    _____

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
We will have a first aid kit available and the police and fire department is less tha

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Signature

3/20/2025
Date

Katie Galto
Print Name

STAFF USE ONLY

Assigned City Department:_____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No

Victoria Wojcik

From: Downtown Events <events@downtowncl.org>
Sent: Thursday, March 27, 2025 12:19 PM
To: Victoria Wojcik
Cc: Ryan Coutre; Scott Miller; Executive Director
Subject: Re: Midsummer Wine Walk Additional Questions

Follow Up Flag: Follow up
Flag Status: Flagged

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

Hi Victoria!

1. The live music will most likely be held on either the corner of Brink & Williams, by Dalzell Jewelers **or** in Brink Street Market. Either way, there won't be any sort of stage but there may be an additional speaker to amplify the sound a bit more.
2. We will have a check in table at the Raue Center and there will be volunteers checking IDs and giving wristbands to the participants to signify that they are of age. Additionally, we will have volunteers in the businesses checking to make sure that participants have wristbands before giving them their wine sample. Each sample will be a .5 serving of wine and all of our volunteers will be Basset certified, ensuring that they are serving the wine samples responsibly.

Thank you!

On Thu, Mar 27, 2025 at 10:17 AM Victoria Wojcik <vwojcik@crystallake.org> wrote:

> Good morning,
>
> Your event is currently in review by our staff. We just have some additional questions/comments regarding this event.
>
> 1. We need confirmation on specifically where the live music will take place. Additionally, will they be on a stage with any sound amplification? If so, please explain how that will be set up.
>
> 2. The City of Crystal Lake keeps safety in mind when reviewing Special Events. Will the event organizer or volunteers have a method to ensure that alcohol is only being served to those of age, and to identify those who may become overserved?
>
> 3. I know we already discussed this over the phone, but when you have confirmation of which businesses will be involved, please let us know.

Please provide responses once you have them. Also, please contact me if you have any questions.

Thank you!

Victoria Wojcik

Victoria Wojcik | Community Development Analyst | Community Development

City Of Crystal Lake | 100 W. Woodstock St. | Crystal Lake, IL 60014

Website: www.crystallake.org | Phone: (815) 459-2020 x4009

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--

Katie Galto
Events Coordinator
Downtown Crystal Lake/Main Street
815-479-0835
www.downtowncl.org

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

Heather Maieritsch
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014

Dear Heather,

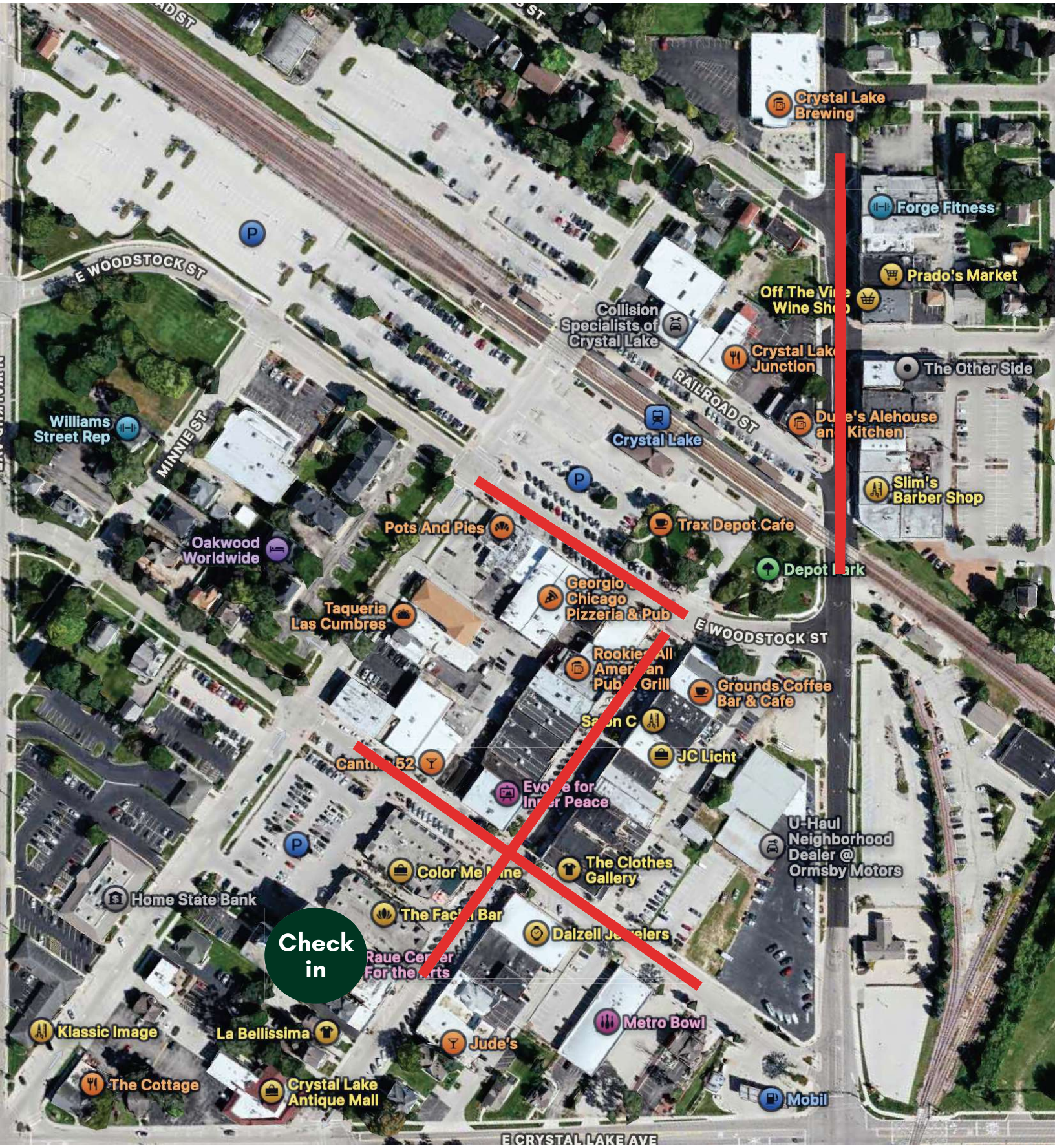
Downtown Crystal Lake/Main Street would like to host a Wine Walk in Downtown Crystal Lake. This is a ticketed event with a 400 ticket cap. We will have a check in table at Raue Center where we will be handing out swag bags and wristbands that will signify who has paid to attend this event. Attached is the site plan for this event and it includes the three streets that all have businesses that have expressed interest in participating. Participating businesses will have their wine station set up indoors, not on the downtown sidewalks. Each participating business will have two volunteers pouring .5 servings of either red or white wine, an appetizer and someone checking wristbands. We will have at least, but no more than, 20 downtown businesses participating in this event.

We are also asking to use either the corner of Williams & Brink (by Dalzell) or the Brink Street Market to host a musical guest. We are submitting the enclosed request for a Temporary Use Permit, along with a request for a waiver of the application fee.

If you have any questions, please feel free to call me at (815) 479-0835.

Sincerely,

Joy Neal
Executive Director


Crystal Lake Brewing
Forge Fitness
Prado's Market
E WOODSTOCK ST
Collision Specialists of Crystal Lake
Crystal Lake Junction
The Other Side
RAILROAD ST
Williams Street Rep
MINNIE ST
Crystal Lake
Slim's Barber Shop
Pots And Pies
Trax Depot Cafe
Oakwood Worldwide
Depot Park
Taqueria Las Cumbres
E WOODSTOCK ST
Grounds Coffee Bar & Cafe
JC Licht
U-Haul Neighborhood Dealer @ Ormsby Motors
Home State Bank
The Clothes Gallery
Check in
Metro Bowl
Klassic Image
La Bellissima
Jude's
The Cottage
Crystal Lake Antique Mall
Mobil
E CRYSTAL LAKE AVE

CITY OF CRYSTAL LAKE

Class 16
Temporary Liquor License

General Information:

- A Class "16" **Temporary** Liquor License authorizes the retail sale of beer and wine for consumption upon the premises specified in the license.

- 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.

- Patrons of the premises where the beer and wine are to be sold are required to wear a non-transferrable, one use only, disposable wristband or other means of identification identifying them as patrons of the area that is subject to the license.

- Issuance of a Class "16" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

- ***In addition to the City of Crystal Lake Temporary Liquor License, a license is also needed from the State of Illinois. A copy of the State of Illinois License must be provided to the City as a condition of local license approval once it has been received. A license from the State of Illinois can be applied for here:***

  https://ilcc.illinois.gov/content/dam/soi/en/web/ilcc/sitecollectiondocuments/special-event-retailer-liquor-license-nfp.pdf

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

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

1. Applicant's full name Downtown Crystal Lake/Main Street
(Must be not-for-profit organization)

Address 25 W. Crystal Lake Ave Crystal Lake, IL 60014 Phone Number 8154790835

2. Organization Contact Information:
Name: Katie Galto
Address: 25 W. Crystal Lake Ave Crystal Lake, IL 60014
Email: events@downtowncl.org
Phone Number: [redacted]

3. Location where beer and wine will be sold:
We will be serving .5 samples of red and white wine inside 20 different participating businesses

4. Dates of the event (**not to exceed three (3) days**): 06/28/2025

5. Hours of operation: 2-7pm

6. Describe the type of crowd and traffic control licensee will utilize. This is a ticketed event with a max of 400 tickets. We will have volunteers to help control any crowding within the businesses.

7. Describe plan for refuse pickup. Participating businesses will be responsible for making sure that the empty bottles will be disposed of correctly.

8. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
We don't have a full list of participants yet but there will be no more than 20 downtown crystal lake businesses participating.

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

10. In addition to the City of Crystal Lake Temporary Liquor License, a license is also needed from the State of Illinois. A copy of the State of Illinois License must be provided to the City as a condition of local license approval once it has been received. A license from the State of Illinois can be applied for

here:

https://ilcc.illinois.gov/content/dam/soi/en/web/ilcc/sitecollectiondocuments/special-event-retailer-liquor-license-nfp.pdf

Name and title of individual submitting Application on behalf of the applicant:

Name: Katie Galto
Title: Events Coordinator
Date: 4/4/20205

CERTIFICATION

[X] Under penalty of perjury, the person(s) named above, hereby certify and/or affirm as follows: (1)That I (we) are authorized on behalf of the applicant to submit this application; 2) that the Applicant 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; (2) That the statements contained in this application are true and correct to the best of my (our) knowledge and information; 3) That the statements in this application are made for the purpose of obtaining the license applied for and are made on my (our) personal knowledge and information.

2025

midsummer

WINE WALK

DOWNTOWN CRYSTAL LAKE, IL

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Approval of a License Agreement and Quit Claim Deed related to the Waterside Townhome Development

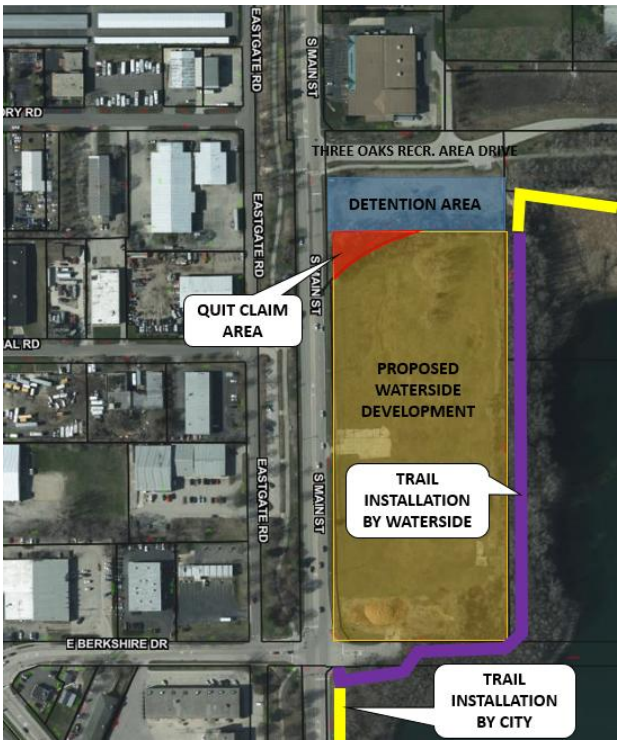
Staff Recommendation: Motion to adopt an Ordinance authorizing the City Manager to execute the License Agreement for the Waterside Development with CalAtlantic Group to modify an existing detention basin and install a section of the Three Oaks Recreation Area trail and execute the Quit Claim Deed for the transfer of City property to CalAtlantic Group.

Staff Contact: Kathryn Cowlin, Director of Community Development
Michael P. Magnuson, P.E., Director of Public Works and Engineering

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Background:

The Waterside Townhome Development by CalAtlantic Group was approved by City Council on February 4, 2025. As part of the development the City's existing detention basin needs to be modified and CalAtlantic Group will be installing a portion of the Three Oaks Recreation Area loop trail. A license agreement is necessary to allow CalAtlantic Group and their contractors the use of City property for this work. Once construction is complete, the City will maintain both the detention basin and the trail.



Part of the development approvals included the plat of subdivision. The plat of subdivision created Outlot A, which is 1,474 square feet in area. Outlot A was part of the City's property and is now located on the south side of the dedicated roadway. As the outlot serves the city no purpose, it is being transferred to the developer. The area will have landscaping near their entryway feature.

The City's legal counsel has reviewed the license agreement and quit claim deed has deemed them acceptable.

Votes Required to Pass:

Simple majority

ORDINANCE

WHEREAS, the Waterside Development by CalAtlantic Group was approved by the City on February 4, 2025; and

WHEREAS, with the Waterside Development an existing City detention basin needs to be modified; and

WHEREAS, the Waterside Development is required to install a portion of the Three Oaks Recreation Area loop trail; and

WHEREAS, the existing City detention basin and the Three Oaks Recreation Area trail is located on City property; and

WHEREAS, a license agreement is necessary to allow CalAtlantic Group and its contractors the right to work on City property; and

WHEREAS, once the work is complete the detention basin and Three Oak Recreation Area trail will be owned and maintained by the City.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a License Agreement between the City of Crystal Lake and CalAtlantic Group, LLC Regarding the Waterside Development Improvements on City property.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a Quit Claim Deed between the City of Crystal Lake and CalAtlantic Group, LLC Regarding the Waterside Development Improvements on City property.

DATED this 15th day of April, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

Draft

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: April 15, 2025
APPROVED: April 15, 2025

Draft

LICENSE AGREEMENT

This License Agreement is made this 15 day of April, 2025, between the City of Crystal Lake, an Illinois Municipal Corporation ("City"), 100 W. Woodstock St., Crystal Lake, Illinois 60014 and CalAtlantic Group, LLC, an Illinois Limited Liability Company, 1700 E. Golf Road, Suite 1100, Schaumburg, Illinois 60173 ("Licensee")

RECITALS

WHEREAS, Licensee has obtained certain approvals for a single-family residential subdivision, commonly referred to as Waterside at Three Oaks (the "Development"), said approvals being set forth in City of Crystal Lake, Illinois Ordinance No. 8102 (the "Ordinance"), and

WHEREAS the Development shall be permitted to drain stormwater into, over and on certain City owned vacant property adjacent to the Development, to be referred to as Outlot B in that certain final plat of Waterside at Three Oaks Subdivision (the "Final Plat") and more specifically described on Exhibit A (the "Property"), such stormwater drainage to be in accordance with the grant of easement set forth in the Final Plat; and

WHEREAS, the Development includes an extension of the City's Three Oaks Path along its easterly and southerly border, with some of the path being located on/in the Development and some of the path being located on the City's Three Oaks Recreation Area property (the "TORA"). The approximate location of the path (the "Path") is as shown on the PUD Site Plan (the "Plan") attached as Exhibit B hereto; and

WHEREAS, Licensee shall be responsible for the construction and installation of the Path as shown on the Plan in the TORA and shall also be responsible for the construction and installation of all stormwater facilities and related landscaping on the Property, in accord with the plans and specifications approved by the City under the Ordinance (collectively the "Improvements"); and

WHEREAS, in order for Licensee to construct the Improvements on the Property and the TORA, Licensee and its employees, contractors and agents must enter on the Property and the TORA and it will be necessary for the City to grant permission to Licensee, its employees, contractors and agents, to enter on and in the Property and the TORA.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. City grants to Licensee, its employees, contractors and agents, the right and privilege to enter on the Property and the TORA to construct and install the Improvements in accordance with those certain final engineering plans and specifications prepared by Mackie Consultants, LLC dated September 12, 2024, latest revision March 19, 2025 (the "Engineering Plans").

Draft

2. Licensee agrees to defend, indemnify and hold City, its elected and appointed officials, employees, agents and insurers harmless from and against any and all losses, claims, demands, suits, actions, judgment, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, out of Licensee or its employees, contractors or agents entry onto the Property and the TORA and the installation of the Improvements thereon.

3. This license shall be effective upon execution by the parties and shall terminate upon the completion of Licensee's installation of the Improvements at the Property and the TORA and the City's acceptance of said work, all in accordance with the Ordinance and the City's codes and ordinances.

4. Licensee shall provide the City with a policy or policies of insurance demonstrating that liability and casualty insurance has been obtained with respect to Licensee, its employees, contractors and agents entry on the Property and the TORA and the installation of the Improvements on the Property and the TORA. Such a policy or policies of insurance shall name the City as an additional insured and shall be at least in the following amounts: For personal injury to any person: $1,000,000.00; for personal injuries sustained by multiple persons for any one occurrence: $2,000,000.00. Certificates of Insurance, indicating the City as an additional insured, shall be delivered to the City prior to the entry on or the commencement of any work on the Property and the TORA.

5. Each agreement of Licensee contained in this agreement is material and of the essence of this agreement, and if Licensee shall default or permit a breach in whole or in part of any covenant, agreement, or stipulation specified in this agreement to be kept by it, City may give Licensee notice in writing as provided hereafter, of such breach or default and Licensee shall have thirty (30) days after the notice within which to cure and rectify such breach or default, and if Licensee does not within such thirty (30) day period cure and rectify such breach or default, then it shall be lawful for City, without further notice, to declare this agreement and privilege terminated and to demand possession of the Property from Licensee and the removal of all materials, machinery and equipment, without prejudice to any claim for damages, or breach of contract, or to any other remedies, legal or equitable to which City may be entitled.

6. This agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois.

7. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

8. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party.

9. Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail if sent to the respective address of each party as set forth at the beginning of this agreement. Notice shall be considered effective as of the date of deposit in the US mail receptacle.

Draft

10. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

11. If any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

12. This agreement shall be executed in counterparts, each of which shall be deemed to be an original instrument, but all of which shall constitute one and the same agreement.

The parties have executed this agreement at _____ the day and year first set forth above.

City of Crystal Lake

By:_____

Its;_____

CalAtlantic Group, LLC

By:_____

Its: _____

Draft

Exhibit A

The Property

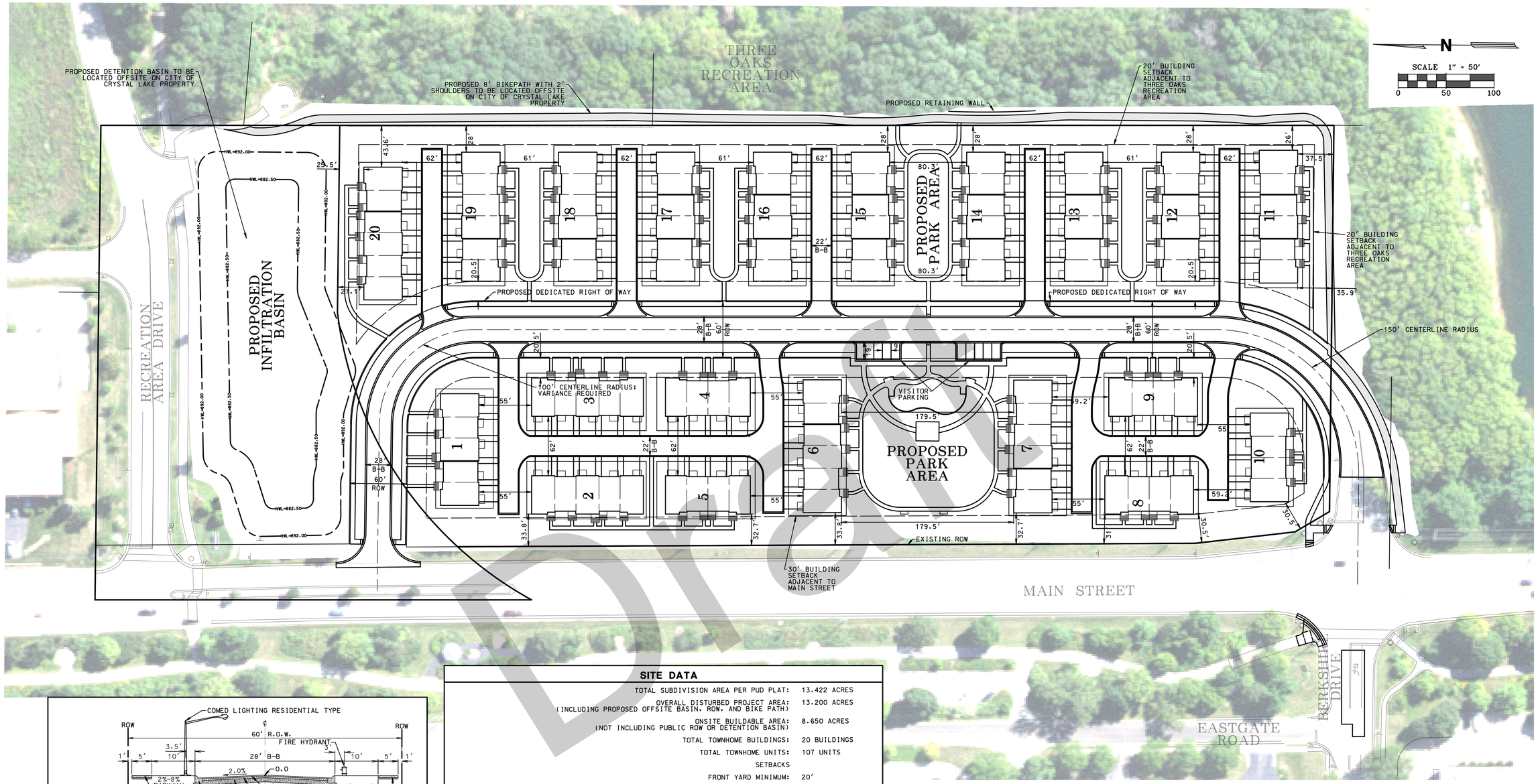
Outlot B in Waterside at Three Oaks Subdivision, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded with the McHenry County Recorder of Deeds on _____, 2025 as document number 2025R_____.

Draft

EXHIBIT B

PUD SITE PLAN

Draft



Draft

Ⓐ = 1½" HOT ASPHALT SURFACE COURSE, MIX C, N50
Ⓑ = 2½" HOT-MIX ASPHALT BINDER COURSE, IL19.0, N50
Ⓒ = 12" CRUSHED COURSE AGGREGATE SUBBASE, GRADE 9 CA-6
Ⓓ = B-6.12 CURB & GUTTER (SAWED DEPRESSIONS AT DRIVE)

PROPOSED ONSITE ROADWAY
TYPICAL LOCAL ROADWAY SECTION
NOT TO SCALE

SITE DATA

TOTAL SUBDIVISION AREA PER PUD PLAT:	13.422 ACRES
OVERALL DISTURBED PROJECT AREA: (INCLUDING PROPOSED OFFSITE BASIN, ROW, AND BIKE PATH)	13.200 ACRES
ONSITE BUILDABLE AREA: (NOT INCLUDING PUBLIC ROW OR DETENTION BASIN)	8.650 ACRES
TOTAL TOWNHOME BUILDINGS:	20 BUILDINGS
TOTAL TOWNHOME UNITS:	107 UNITS
SETBACKS	
FRONT YARD MINIMUM:	20'
SIDE TO SIDE SEPARATION:	20' SEPARATION
FRONT TO SIDE SEPARATION:	55' SEPARATION
REAR TO REAR SEPARATION:	60' SEPARATION
FRONT TO FRONT SEPARATION:	60' SEPARATION
MINIMUM YARD ABUTTING MAIN STREET SETBACK:	30'
MINIMUM HORIZONTAL CURVE:	100'
BUILDING 4 AND 5 (4-UNIT) DIMENSION:	40' x 88.5'
BUILDING 8, 9, AND 10 (4-UNIT) DIMENSION:	40' x 92.5'
BUILDING 1, 2, AND 3 (5-UNIT) DIMENSION:	40' x 116.5'
BUILDING 6, 7, 11-20 (6-UNIT) DIMENSION:	40' x 134.5'
BUILDING 10-19 (6-UNIT) DIMENSION:	40' x 138.5'
TYPICAL PARKING STALL DIMENSION:	9' x 19'
TYPICAL DRIVEWAY DIMENSION:	16.25' x 21'
MAXIMUM NET DENSITY USING ONSITE BUILDABLE AREA (DU/ACRE):	12.37 DU/ACRE
MAXIMUM BUILDING COVERAGE:	30%
MAXIMUM IMPERVIOUS SURFACE COVERAGE:	65%
FLOOR AREA RATIO:	0.60

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:
LENNAR
1700 E. GOLF ROAD, SUITE 100
SCHAUMBURG, IL 60173
PHONE: 224-293-3100
FAX: 224-293-3101

DATE	DESCRIPTION OF REVISION	BY
12-18-2024	REVISED PER CITY OF CRYSTAL LAKE COMMENTS	MM

DESIGNED	MS
DRAWN	JD
APPROVED	MTL
DATE	09/13/2024
SCALE	1" = 50'

PUD SITE PLAN
WATERSIDE AT THREE OAKS
CRYSTAL LAKE, ILLINOIS

SHEET 1 OF 1
PROJECT NUMBER: 4782
© MACKIE CONSULTANTS LLC, 2024
ILLINOIS FIRM LICENSE 184-002694

12/18/2024 2:07:39 PM
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QUIT CLAIM DEED
Statutory (Illinois)

AFTER RECORDING RETURN TO:
Lisa M. Waggoner
The Waggoner Law Firm, P.C.
4 N. Walkup Ave.
Crystal Lake, IL 60014

NAME & ADDRESS OF TAXPAYER:
CalAtlantic Group, LLC
1700 E. Golf Road, Suite 1100
Schaumburg, IL 60173

EXEMPT UNDER SECTION 31-45(B) OF THE ILLINOIS TRANSFER TAX LAW (35 ILCS 200/31-45(B))

Draft

QUIT CLAIM DEED

THE GRANTOR, the **City of Crystal Lake**, an lllinois Municipal Corporation, 100 W. Woodstock Street**,** of the City of Crystal Lake, County of McHenry, State of Illinois, for and in consideration of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable considerations in hand paid,

CONVEYS AND QUIT CLAIMS to **Calatlantic Group, LLC,** 1700 E. Golf Road, Suite 1100**,** Village of Schaumburg, County of Cook, State of Illinois, the following described Real Estate situated in the County of McHenry, in the State of Illinois, to wit:

Outlot A in Waterside at Three Oaks Subdivision, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded with the McHenry County Recorder of Deeds on _____, 2025 as document number 2025R_____.

Permanent Index Number(s): Part of 19-09-100-028
Property Address: Vacant, South Main St, Crystal Lake, Illinois 60014

DATED THIS _____ day of_____, 2025.

City of Crystal Lake, an Illinois Municipal Corporation

By: _____(Seal)

STATE OF ILLINOIS)
) ss
County of McHenry)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____personally known to me to be the Mayor of the City of Crystal Lake and _____ personally known to me to be the City Clerk of said Municipal Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayorand Clerk, they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2025

_____
Notary Public

My commission expires on _____, _____.

(IMPRESS SEAL HERE)

MC HENRY COUNTY - ILLINOIS TRANSFER STAMP EXEMPT UNDER PROVISIONS OF PARAGRAPH B SECTION 31-45, REAL ESTATE TRANSFER ACT

DATE: _____

_____
Buyer, Seller or Representative

Draft

NAME AND ADDRESS OF PREPARER:
Lisa M. Waggoner
The Waggoner Law Firm, P.C.
Four North Walkup
Crystal Lake, Illinois 60014

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Final Planned Unit Development Amendment to allow within the development select "Service Uses" as listed under the "O" Office zoning district category in UDO Table 2-300

Kristina Ebel, Owner
411 E. Congress Parkway, Suite C

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Final Planned Unit Development Amendment at 401-415 E. Congress Parkway

Staff Contact: Kathryn Cowlin, Director of Community Development
Darrell Moore, Assistant City Planner

Background:

- Request: The petitioner is requesting a Final Planned Unit Development Amendment to allow within the development "Service Uses" as listed under the "O" Office zoning district category in UDO Table 2-300.
- Land Use: The land use map shows the area as Office. This is an appropriate land use designation for the current uses in the Northwest Professional Center, however the proposed amendment will allow a massage establishment looking to locate here, as well as other service uses.
- Zoning: The site is zoned "M PUD" Manufacturing Planned Unit Development. This is the appropriate zoning for the current uses in the Northwest Professional Center, however the proposed amendment will allow other service uses.
- Previous Approvals:
    - The Final Planned Unit Development was approved in 2004 for the multiple-building office center with various parking lot and setback variations.
    - In 2008, an Amendment to the Final Planned Unit Development was approved to allow outdoor overnight storage of a mobile MRI unit.
    - In 2010 a Land Use Variation to allow a hair and beauty salon was approved.

- Staff Analysis: Staff evaluated the request to allow any of the Service Uses listed under the "O" Office zoning district. The list included some uses deemed by Staff to be inappropriate at this location including crematories, dry-cleaners, restaurants, and drive-throughs. Staff's recommendation to the PZC to exclude certain use was incorporated into the approval conditions.

PZC Highlights:

The following discussion took place during the Planning and Zoning Commission hearing:

- The applicant stated that she was seeking to include Service Uses as permitted uses in the development so as to allow a massage establishment business. She stated no objection to the proposed conditions.
- The PZC believed the Final Planned Unit Development Amendment met the Findings of Fact and was supportive of the request, subject to conditions limiting some uses.

The Planning and Zoning Commission recommended **approval (7-0)** of the petitioner's request.

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Ebel (Teeny LLC), dated 2/21/25)

2. The PUD amendment shall exclude the following uses: Funeral Homes, Crematories, Dry-Cleaning and Laundry Services, and all Food Services and Drinking Places.

3. The petitioner shall comply with all of the requirements of the Community Development Department.

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the PUD Amendment at 401-415 East Congress Parkway for, please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: _____ Date: 4/a/25
Signature

Recommended Conditions:

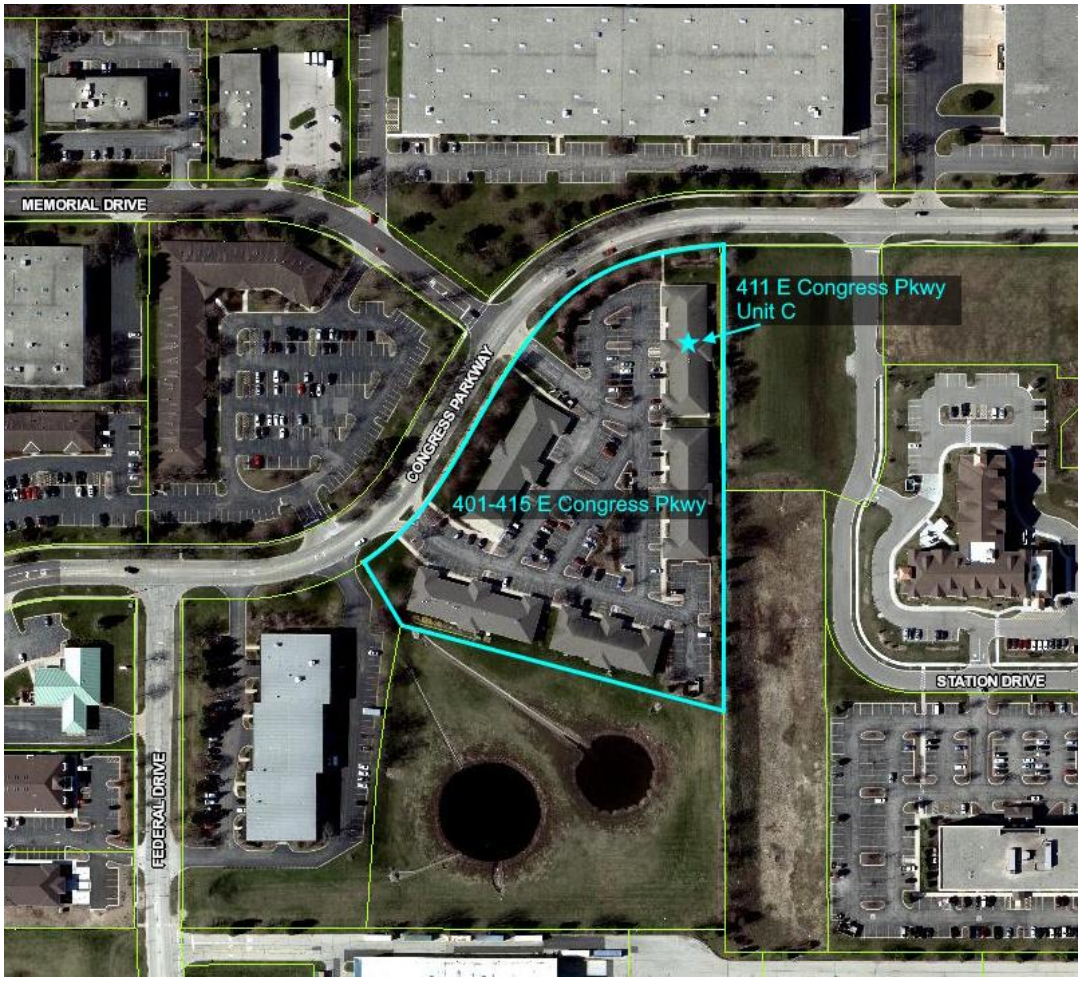
1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Ebel (Teeny LLC), dated 2/21/25)

2. The PUD amendment shall exclude the following uses: Funeral Homes, Crematories, Dry-Cleaning and Laundry Services, and all Food Services and Drinking Places.

3. The petitioner shall comply with all of the requirements of the Community Development Department.

Scanned with CamScanner

PIQ MAP


MEMORIAL DRIVE
411 E Congress Pkwy
Unit C
CONGRESS PARKWAY
401-416 E Congress Pkwy
STATION DRIVE
FEDERAL DRIVE

Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AMENDMENT TO ALLOW "SERVICE USES" AS LISTED UNDER THE "O" OFFICE ZONING DISTRICT AT 401-415 EAST CONGRESS PARKWAY

WHEREAS, pursuant to the terms of a Petition (File #PLN-2025-028) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested an Amendment to the Final Planned Unit Development to allow "Service Uses" as listed under the "O" Office zoning district category excluding the following uses: Funeral Homes, Crematories, Dry-Cleaning and Laundry Services, and all Food Services and Drinking Places in Unified Development Ordinance (UDO) Table 2-300 at 401-115 East Congress Parkway; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on March 11, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on April 2, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development Amendment; and

WHEREAS, on April 2, 2025, 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 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 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 an amendment to the Final Planned Unit Development to allow "Service Uses" as listed under the "O" Office zoning district category in Unified Development Ordinance (UDO) Table 2-300 at 401-115 East Congress Parkway, Crystal Lake, Illinois is hereby approved.

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Ebel (Teeny LLC), dated 2/21/25)

2. The PUD amendment shall exclude the following uses: Funeral Homes, Crematories, Dry-

Draft

Cleaning and Laundry Services, and all Food Services and Drinking Places.

3. The petitioner shall comply with all of the requirements of the Community Development Department.

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

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

DATED at Crystal Lake, Illinois, this 15th day of April, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: April 15, 2025
Approved: April 15, 2025

Draft

#2025-28
Northwest Professional Center– Final PUD Amendment
Project Review for Planning and Zoning Commission

Meeting Date:	April 2, 2025
Requests:	An Amendment to the Final Planned Unit Development to allow within the development "Service Uses" as listed under the "O" Office zoning district category in UDO Table 2-300.
Location:	401-415 East Congress Parkway
Existing Zoning:	M PUD – Manufacturing Planned Unit Development
Surrounding Properties:	North: M – Manufacturing M PUD – Manufacturing PUD South: B-2 PUD – General Commercial PUD East: B-2 PUD – General Commercial PUD West: B-2 PUD – General Commercial PUD
Staff Contact:	Darrell Moore, (815) 356-3612

Background:

- Existing Use: The property is a commercial and office building development.
- Previous Approvals:
  - In 2005, the property received Final Planned Unit Development (PUD) approval for the Northwest Professional Center office development.
  - In 2008, the PUD was amended to allow a concrete pad for temporary storage and use of a mobile MRI unit adjacent to 415 E Congress Parkway.
  - In 2010, a land use variation was granted allowing a hair and beauty salon at 415 E Congress Parkway.

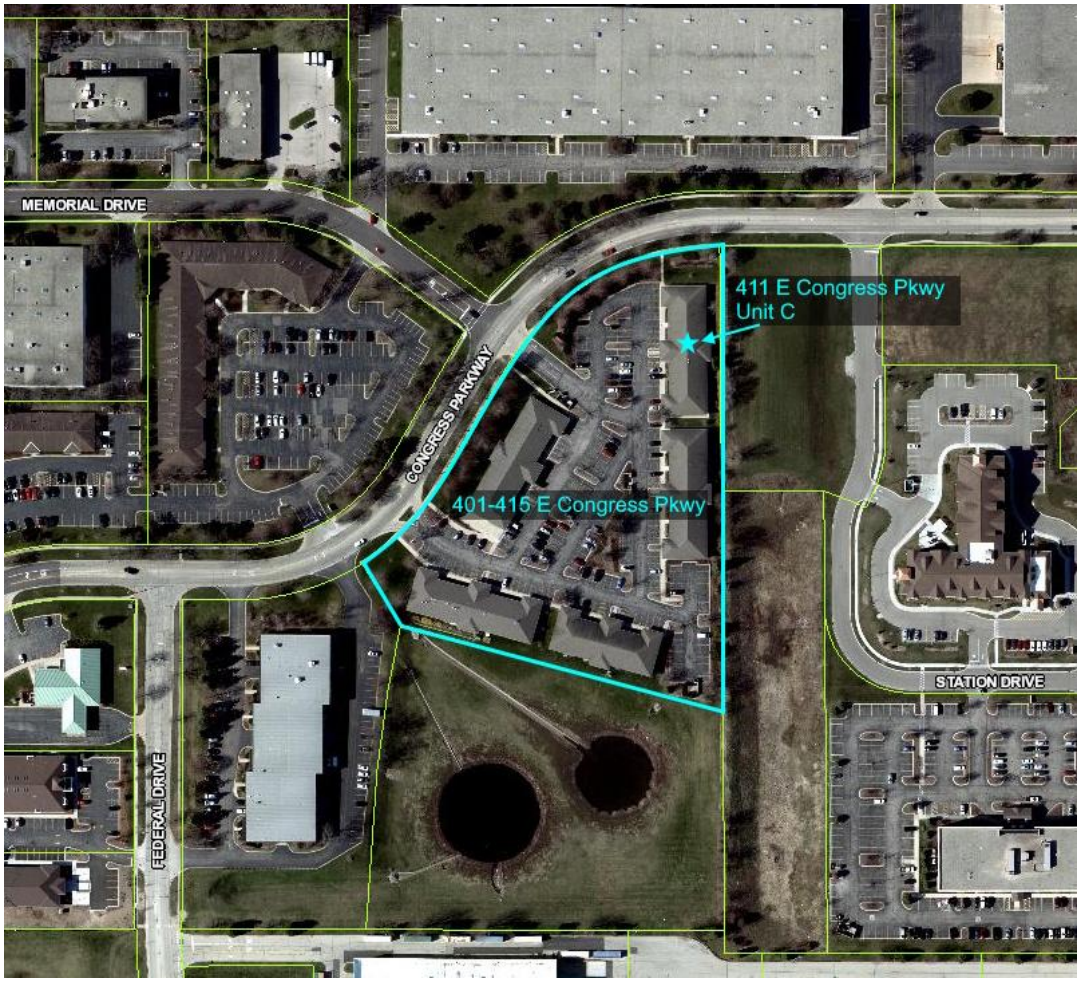
Development Analysis:

- Request: The petitioner is requesting a Final PUD Amendment to allow within the development "Service Uses" as listed under the "O" Office zoning district category in UDO Table 2-300.
- Presently, the petitioner is looking to allow a therapeutic massage establishment at 411 E. Congress Pkwy., Unit C. This type of business is not allowed on the property under the current "M PUD" zoning regulations, but will be allowed (with a limited use permit) if the petitioner's requested PUD amendment is granted.
- Below is a list of "Service Uses" taken from UDO Table 2-300 that are allowed as by-right (P), as a limited use permit (L), or as a special use permit (S). The table has been abridged

to only show allowed uses in the Office district. Residential-Office, Business, and Manufacturing districts are shown for reference. Uses identified in red are recommended by Staff to be excluded from the amendment.

TABLE 2-300 PERMITTED USES TABLE		R-O	O	B-1	B-2	B-4	M-L	M	Use Criteria
Service Uses									
Personal and Laundry Services	Barber Shops	P	P	P	P	P			
	Beauty Salon	P	P	P	P	P			
	Nail Salons		P	P	P	P			
	Diet and Weight Reducing Centers	P	P	P	P	P			
	Tanning salons		P	P	P	P			
	Massage (Therapeutic) Establishments	L	L		L	L			2-400C-65
	Funeral Homes*		L		L	L			2-400C-63
	Crematories*		L		L	L			2-400C-15
	Dry-cleaning and Laundry Services (not including Industrial Launderers)*		L	P	P	P			
	Pet Care		L		L	L	L	L	2-400C-16
*Food Services and Drinking Places**	Full-Service Restaurants*		S	S	P	P			
	Sidewalk or patio outdoor seating*		L	L	L	L	L		2-400C-19
	Drive-through (For food-service use)*		S	S	L	L	L		2-400C-7
Educational Services	Nursery School, Pre-school		L	L	L	L			2-400C-20
	Junior Colleges		P	P	P	P	P		
	Business and Secretarial Schools		P	P	P	P	P		
	Computer Training		P	P	P	P	P		
	Professional and Management Development Training		P	P	P	P	P		
	Cosmetology and Barber Schools including Massage Therapist Instruction		P		P	P	P		
	Fine Arts Schools		P	P	P	P	P		
	Language Schools		P	P	P	P	P		
	Exam Preparation and Tutoring		P	P	P	P	P		
Business Service	Other Business Service Centers (including Copy Shops)		P	P	P	P	P		
Other Services	Photography Studio, Portrait	P	P	P	P	P	P	P	

*NOTE: uses identified in RED are recommended by Staff to be excluded from the amendment



Findings of Fact:

FINAL PLANNED UNIT DEVELOPMENT AMENDMENT

The petitioner is requesting an amendment to the Final Planned Unit Development to allow within the development "Service Uses" as listed under the "O" Office zoning district category in UDO Table 2-300. A Planned Unit Development is a Special Use, amendments to which requires separate review because of the potential impacts on surrounding properties and for the orderly development of the City.

Section 2-400B 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*

Recommended Conditions:

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

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Ebel (Teeny LLC), dated 2/21/25)

2. The PUD amendment shall exclude the following uses: Funeral Homes, Crematories, Dry-Cleaning and Laundry Services, and all Food Services and Drinking Places.

3. The petitioner shall comply with all of the requirements of the Community Development Department.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: _____

Action Requested

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

Petitioner Information

Name: Kristina Ebel
Address: 411 E Congress Pkwy Ste C
Crystal Lake, IL 60014
Phone: [redacted]
Fax:
E-mail:

Owner Information (if different)

Name: _____
Address: _____
_____
Phone: _____
Fax: _____
E-mail: _____

Property Information

Project Description: PUD Amendment ~~Rezoning~~ to allow a massage business occupancy as a tenant

Project Address/Location: 411 E Congress Pkwy, Ste C
Crystal Lake, IL 60014
Inside Northwest Professional Center

PIN Number(s): 19-04-403-003

Scanned with CamScanner

Development Team

Please include address, phone, fax and e-mail

Developer: _____

Architect: _____

Attorney: _____

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: _____

Signatures

_____ 2/21/25

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.

_____ 2/21/25

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.

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CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, APRIL 2, 2025
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.

2025-28 – 411 CONGRESS PARKWAY – NORTHWEST PROFESSIONAL CENTER – FINAL PLANNED UNIT DEVELOPMENT

An Amendment to the Final Planned Unit Development to allow within the development "Service Uses" as listed under the "O" Office zoning district category in UDO Table 2-300.

Kristina Ebel, owner of unit C at 411 Congress Parkway, was present to represent the petition. She noted that the massage establishment is on a temporary occupancy until the zoning is resolved. This entire property is a professional office complex. She is ok with the conditions of approval.

Mr. Greenman opened the public hearing. There being no one to speak, he closed the public hearing and turned it over to staff.

Staff summarized the request explaining the uses to be added are typical office uses. The property is zoned manufacturing and so does allow professional offices, but not all the uses listed under office. Massage establishments are one of the uses that is not allowed in the manufacturing zoning district.

Ms. Mason wanted to confirm the massage establishment is moving into this unit.

Mr. Greenman said that the petitioner is inline with the criteria and he can support. He asked for a motion on the request.

Mr. Smith made a motion to approve 2025-28 the Final Planned Unit Development Amendment to allow the selected Service Uses as listed under the O Office district to the allowable uses in this PUD with the following conditions:

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Ebel (Teeny LLC), dated 2/21/25)

2. The PUD amendment shall exclude the following uses: Funeral Homes, Crematories, Dry-Cleaning and Laundry Services, and all Food Services and Drinking Places.

3. The petitioner shall comply with all of the requirements of the Community Development Department.

Ms. Mason seconded the motion. On roll call vote Members Greenman, Gronow, Mason, Repholz, Skluzacek, Smith and Teetsov voted aye. Motion passed 7-0.

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Requests:

1. Comprehensive Land Use Map Amendment from Commerce to High Density Residential
2. Rezoning from B-2 PUD to R-3B Multi-Family Residential Planned Unit Development
3. Preliminary and Final Planned Unit Development for a 24-unit age-restricted apartment building with variations

John Konsor, petitioner
20111 Sunshine Lane, Deer Park

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Comprehensive Land Use Plan Amendment to High Density Residential, Rezoning to R-3B PUD Multi-Family Residential, Preliminary and Final Planned Unit Development with Variations at the southwest corner of Congress Parkway and Exchange Drive.

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

Background:

- Request: Comprehensive Land Use Plan Amendment, Rezoning, Preliminary and Final Planned Unit Development and Variations.
- Land Use: The land use map is Commerce. The petitioner is requesting an amendment to High Density Residential.
- Zoning: The site is currently zoned B-2 PUD General Commercial. The petitioner is requesting a rezoning to R-3B PUD Multi-Family Residential.
- The petitioner is concerned with the added condition #8 regarding the public art. The art sculpture design for the roundabout is in progress and the condition is vague so costs and what is considered complimentary could vary drastically. The petitioner is not opposed to public art and could see an opportunity for it in the future, but not a specific requirement.

Development Analysis:

- Adjacent Properties:
    - The property to the south is zoned O PUD Office and allowed a Continuing Care Residential development for age-restricted assisted housing.
    - 551 Congress, south and kitty corner was rezoned to R-3B Multi-Family Residential in 2022. This is a market rate apartment complex.
- Variations:
    - Minimum lot area. This is an existing parcel that was subdivided previously for a commercial use. The lot met the requirements. Residential lot area is based on the number of units. Based on the design the lot area does not meet the requirements and a variation is necessary.
    - Minimum lot width. This is an existing parcel that was subdivided previously for a commercial use. The lot met the requirements. Residential lot width is based on the number of units. Based on the design the lot width does not meet the requirements and a variation is necessary.
    - Maximum Density. The maximum density allowed in the R-3B zoning district is 9 dwelling units per acre. The development is proposed at 24 units and the site is approximately 2 acres with a density of 12 dwelling units per acre.

Site Plan:

- The site is accessed from Station Drive. A second access point is not required due to the low number of units.
- There is existing detention on the adjacent property.
- A patio, grill and pergola are amenities provided for the residents.

Landscape Plan:

- Landscape is planted throughout the site, around the perimeter and internal to the site.
- Additional landscape is featured near the pergola, patio and grill area.
- Trees and shrubs help screen the garages and the parking lot.

Parking:

- The UDO requirement results in 51 required parking spaces.
- There are 16 garage spaces and 35 surface parking spaces provided, which meets the requirements.

Architecture:

- The architecture features wider window and door trim, stone and brick on the first floor, up the columns and up the side elevation to the second story. This added masonry will enhance the building elevations. The upper stories are Hardie Board siding.
- The building is complementary to the adjacent building.

- The building exceeds the UDO Design Standards.

PZC Highlights:

The following discussion took place during the Planning and Zoning Commission hearing:

- The PZC was supportive of the project and liked the architecture and site layout.
- The commission asked about making the project affordable or having affordable units included.
- The PZC found that the petition met the Findings of Facts.

The Planning and Zoning Commission recommended **approval (7-0)** of the petitioner's request with the following recommended conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Konsor, received 12/12/24)
   B. Architectural Plan (Aspect Design, dated, 02/07/25, received 02/07/25)
   C. Landscape Plan (The Barn Group, dated 12/02/25, received 02/12/25)
   D. Engineering Plans (Schmitt Engineering, dated 01/08/25, received 102/07/25)
   E. Photometric Plan (KSA, dated 12/16/24, received 01/10/25)

2. Add stone to the base of the balcony pillars on the ground level to match the entryway.

3. Work with staff to determine if a sidewalk from the pergola/patio area to Exchange Drive can be added to the site to provide pedestrian connectivity for the residents.

4. Work with staff to amend the photometric plan to comply with the UDO requirements for exterior lighting standards.

5. Work with staff to amend the landscape plan to relocate landscape to the eastern edge of the parking lot for screening.

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

7. **Consider adding a fire pit to the property for the residents. (Added by the PZC)**

8. **With the art in the roundabout to add something complementary to your property. (Added by the PZC)**

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding theComprehensive Land Use Plan Amendment, Rezoning, Preliminary and Final PUD and Variationsat the SWC of Congress Parkway and Exchange Drive, 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:

Item # 8. "With the art in the round-about to add something complementary to your property." We may potentially consider, however, at this time, there is not enough information to make such commitment. There is also concern for easements that run in the vicinity.
We agree with other recommended conditions.

Petitioner's Name: _____ Date: 04/07/2025

Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Konsor, received 12/12/24)
   B. Architectural Plan (Aspect Design, dated, 02/07/25, received 02/07/25)
   C. Landscape Plan (The Barn Group, dated 12/02/25, received 02/12/25)
   D. Engineering Plans (Schmitt Engineering, dated 01/08/25, received 102/07/25)
   E. Photometric Plan (KSA, dated 12/16/24, received 01/10/25)

2. Add stone to the base of the balcony pillars on the ground level to match the entryway.

3. Work with staff to determine if a sidewalk from the pergola/patio area to Exchange Drive can be added to the site to provide pedestrian connectivity for the residents.

4. Work with staff to amend the photometric plan to comply with the UDO requirements for exterior lighting standards.

5. Work with staff to amend the landscape plan to relocate landscape to the eastern edge of the parking lot for screening.

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

7. Consider adding a fire pit to the property for the residents.

8. With the art in the round-about to add something complementary to your property.

PIQ Map

Congress Parkway and Station Drive



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A COMPREHENSIVE LAND USE PLAN AMENDMENT FROM COMMERCE TO HIGH DENSITY RESIDENTIAL, REZONING FROM B-2 PUD TO R-3B MULTI-FAMILY RESIDENTIAL PLANNED UNIT DEVELOPMENT AND PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT FOR A 24-UNIT AGE-RESTRICTED APARTMENT COMPLEX WITH VARIATIONS TO THE LOT WIDTH, LOT AREA AND DENSITY AT THE SOUTHWEST CORNER OF CONGRESS PARKWAY AND EXCHANGE DRIVE

Draft

WHEREAS, pursuant to the terms of a Petition (File #PLN-2025-05) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Comprehensive Land Use Plan Map Amendment to High Density Residential, Rezoning to R-3B PUD Multi-Family Residential, Preliminary and Final Planned Unit Development for a 24-unit apartment development with variations from the minimum lot width, minimum lot area and density at the southwest corner of Congress Parkway and Exchange Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on March 15, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on April 2, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed land use map amendment, rezoning and planned unit development with variations; and

WHEREAS, on April 2, 2025, 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 land use map amendment, rezoning and planned unit development with variations be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the comprehensive plan land use map amendment, rezoning and planned unit development with 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 Comprehensive Land Use Plan Map Amendment from Commerce to High Density Residential, Rezoning from B-2 PUD to R-3B PUD Multi-Family Residential, Preliminary and Final Planned Unit Development for a 24-unit apartment development with variations from the minimum lot width, minimum lot area and density at the southwest corner of Congress Parkway and Exchange Drive

(19-04-404-001), Crystal Lake, Illinois is hereby approved.

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Konsor, received 12/12/24)
   B. Architectural Plan (Aspect Design, dated, 02/07/25, received 02/07/25)
   C. Landscape Plan (The Barn Group, dated 12/02/25, received 02/12/25)
   D. Engineering Plans (Schmitt Engineering, dated 01/08/25, received 102/07/25)
   E. Photometric Plan (KSA, dated 12/16/24, received 01/10/25)

2. Add stone to the base of the balcony pillars on the ground level to match the entryway.

3. Work with staff to determine if a sidewalk from the pergola/patio area to Exchange Drive can be added to the site to provide pedestrian connectivity for the residents.

4. Work with staff to amend the photometric plan to comply with the UDO requirements for exterior lighting standards.

5. Work with staff to amend the landscape plan to relocate landscape to the eastern edge of the parking lot for screening.

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

7. Consider adding a fire pit to the property for the residents.

8. With the art in the round-about to add something complementary to your property.

Draft

Section III: That the City Clerk be and is hereby directed that all pertinent records of the City of Crystal Lake be amended to show the issuance of a comprehensive plan land use map amendment, rezoning and planned unit development with variations for a 24-unit apartment complex 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.

Ord. No.
File No.

DATED at Crystal Lake, Illinois, this 15th day of April, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: April 15, 2025
Approved: April 15, 2025

Draft

#2025-05
SWC Congress Parkway and Exchange Drive Comprehensive Land Use Plan Amendment, Rezoning, Preliminary/Final PUD and Variations Project Review for Planning and Zoning Commission

Meeting Date:	April 2, 2025
Request:	1. Comprehensive Land Use Map Amendment from Commerce to High Density Residential. 2. Rezoning from B-2 PUD to R-3B Multi-Family Residential Planned Unit Development. 3. Preliminary and Final Planned Unit Development for a 24-unit age-restricted apartment building with variations.
Location:	Southwest corner of Congress Parkway and Exchange Drive
Acreage:	Approximately 2 acres
Zoning:	B-2 General Commercial Planned Unit Development
Proposed Zoning:	R-3B PUD Multi Family Residential
Surrounding Properties:	North: M Manufacturing South: O PUD Office East: M Manufacturing West: B-2 PUD General Commercial
Staff Contact:	Elizabeth Maxwell (815.356.3615)

Background:

- The site is a vacant lot in the Crystal Lake Business Park. It was originally planned for Al & Joe's Deli.
- The petitioner is proposing an age-restricted multi-family development on an existing lot in the Crystal Lake Business Center.
- Conceptual PUD:
    - The petitioner presented his concept for the apartment building at the October 2, 2024 Planning and Zoning Commission Meeting.
    - The plan illustrated a 24-unit age-restricted three-story apartment building.

- Changes made to the development since the conceptual include enhanced architecture to the building and the garages and a redesigned site plan.
- The commission was favorable to the petitioner requesting the Comprehensive Land Use Plan Amendment, Rezoning and Planned Unit Development with variations.

Development Analysis:

General

- Requests: Comprehensive Land Use Plan Amendment, Rezoning, Preliminary and Final Planned Unit Development and Variations.
- Zoning: The site is currently zoned B-2 PUD General Commercial. The petitioner is requesting a rezoning to R-3B PUD Multi-Family Residential.
- Land Use: The land use map is Commerce. The petitioner is requesting an amendment to High Density Residential.
- Adjacent Properties:
  - The property to the south is zoned O PUD Office and allowed a Continuing Care Residential development for age-restricted assisted housing.
  - 551 Congress, south and kitty corner was rezoned to R-3B Multi-Family Residential in 2022. This is a market rate apartment complex.
- Variations:
  - Minimum lot area. This is an existing parcel that was subdivided previously for a commercial use. The lot met the requirements. Residential lot area is based on the number of units. Based on the design the lot area does not meet the requirements and a variation is necessary.
  - Minimum lot width. This is an existing parcel that was subdivided previously for a commercial use. The lot met the requirements. Residential lot width is based on the number of units. Based on the design the lot width does not meet the requirements and a variation is necessary.
  - Maximum Density. The maximum density allowed in the R-3B zoning district is 9 dwelling units per acre. The development is proposed at 24 units and the site is approximately 2 acres with a density of 12 dwelling units per acre.

Site Plan:

- The site is accessed from Station Drive. A second access point is not required due to the low number of units.
- There is existing detention on the adjacent property.
- A patio, grill and pergola are amenities provided for the residents.

Landscape Plan:

- Landscape is planted throughout the site, around the perimeter and internal to the site.

- Foundation base landscape is planted around the exterior of the building. Additional landscape is featured near the pergola, patio and grill area.
- Trees and shrubs help screen the garages and the parking lot.

Parking:

- Seven one-bedroom units at 1.75 spaces requiring 12.25 spaces.
- Seventeen two-bedroom units at 2.25 spaces requiring 38.25 spaces.
- The UDO requirement results in 51 required parking spaces.
- There are 16 garage spaces and 35 surface parking spaces provided, which meets the requirements.

Architecture:

- The building is a three-story building with balconies on the upper story units and patios for the ground level units.
- The architecture features wider window and door trim, stone and brick on the first floor, up the columns and up the side elevation to the second story. This added masonry will enhance the building elevations. The upper stories are Hardie Board siding.
- The building is complementary to the adjacent building.
- The building exceeds the UDO Design Standards.

Sign:

- One freestanding sign is proposed. Multi-Family development is permitted one free-standing sign four (4) feet in height and 16 square feet in area. This sign complies with the requirements.

Findings of Fact:

COMPREHENSIVE LAND USE PLAN AMENDMENT

Amendment from the existing Comprehensive Land Use Plan designation of Commerce to allow High Density Residential. High Density Residential would be the appropriate designation for the proposed R-3B zoning district and the proposed apartment building.

REZONING

The petitioner is requesting the rezoning from B-2 General Commerce to R-3B High Density Residential for the site.

Criteria for Rezoning

a) The existing uses and zoning of nearby property.
☒ *Meets* ☐ *Does not meet*

b) The extent to which property values are diminished by a particular zoning classification or restriction.
☒ *Meets* ☐ *Does not meet*

c) The extent to which the destruction of property value of a petitioner property owner promotes the health, safety, morals or general welfare of the public.
☒ *Meets* ☐ *Does not meet*

d) The relative gain to the public as opposed to the hardship imposed on a petitioning property owner.
☒ *Meets* ☐ *Does not meet*

e) The suitability of the subject property for its zoned purposes.
☒ *Meets* ☐ *Does not meet*

f) The length of time the property has been vacant as zoned, considered in the context of land development in the area.
☒ *Meets* ☐ *Does not meet*

g) The Comprehensive Plan designation and the current applicability of that designation.
☒ *Meets* ☐ *Does not meet*

h) The evidence or lack of evidence, of community need for the use proposed.
☒ *Meets* ☐ *Does not meet*

PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT

The petitioner is requesting approval of a Preliminary and Final Planned Unit Development and for a 24-unit age-restricted apartment building. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

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

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

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

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

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

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

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

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

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

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

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

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

a. Location: A residential PUD can be located anywhere in the City, including any land proposed for annexation.
   ☒ *Meets* ☐ *Does not meet*

b. Permissible uses: A mix of different residential dwelling types in proximity to each other is encouraged. Neighborhood commercial uses serving the development may be approved as part of a residential PUD where appropriate.
   ☒ *Meets* ☐ *Does not meet*

c. Nonresidential uses: Any nonresidential use permitted in a residential PUD shall be compatible with the residential nature of the development. Parking areas which are intended to serve nonresidential uses shall be separated from those designed to serve residential areas. Unless commercial and residential uses are combined within a single structure, commercial uses shall be separated from dwelling units by a heavily landscaped buffer zone that meets the requirements of Section 4-400, Landscaping and screening standards.
   ☒ *Meets* ☐ *Does not meet*

d. Pedestrian paths: Pedestrian paths shall connect residential uses and nonresidential uses within a residential PUD.
   ☒ *Meets* ☐ *Does not meet*

e. Growth management: A growth management schedule shall be provided to and approved by the City Council, which indicates the number and type of residential units to be constructed in each calendar year. The maximum number of units to be constructed shall be 25 residential units or 15% of the total number of residential units (including all phases of the proposal), whichever is greater, in any calendar year. The City Council with recommendations from the Planning and Zoning Commission, at final PUD approval can approve, deny or adjust the percentage of an increase in the number of units that can be built in one calendar year. The

City Council and the Planning and Zoning Commission shall consider the following criteria in approving an increase in the number of units that can be built annually:

i. Advance dedication of school and park sites and advance payment of school, park and other impact fees;
☒ *Meets* ☐ *Does not meet*

ii. Payment for installation of road impact improvements or fees applicable by law;
☒ *Meets* ☐ *Does not meet*

iii. Smaller subdivisions which encourage in-filling within an established part of the community;
☒ *Meets* ☐ *Does not meet*

iv. Completion of major and collector road networks and critical linkages in the street systems;
☒ *Meets* ☐ *Does not meet*

v. Fulfill a need for various unit types and income levels such as low and moderate-income housing;
☒ *Meets* ☐ *Does not meet*

vi. Provisions which satisfy needed public facilities;
☒ *Meets* ☐ *Does not meet*

vii. Innovative architectural design, quality of exterior materials and creative use of landscaping;
☒ *Meets* ☐ *Does not meet*

viii. Other criteria or extraordinary amenities, not listed above, which may meet the development goals of the City.
☒ *Meets* ☐ *Does not meet*

PLANNED UNIT DEVELOPMENT VARIATION

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

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

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

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

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

- Article 3 Minimum Lot Area of 97,400 square feet to allow 89,044 square feet.
- Article 3 Minimum Lot Width of 290 feet to allow 173 feet.
- Article 3 Maximum Density from 9 units per acre to allow 12 units per acre.

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Office. A Comprehensive Land Use Plan Amendment has been requested to Multi-Family Residential. Multi-Family Residential allows for existing and future higher density residential developments. The following goals are applicable to this request:

Land Use – Residential

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

Supporting Actions – 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.

Success Indicators – Approval of senior living developments.
Success Indicators – Approval of multi-family residential developments.

Housing – Multi-Family Housing

Goal: Provide an appropriate mix of multi-family housing to add density to appropriate areas and allow for mixed-use development.

Supporting Actions – Promote the construction of a variety of multi-family housing products.

Success Indicators – Number of new multi-family housing permits broken into categories for apartments, townhomes, and condominiums.

Recommended Conditions:

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Konsor, received 12/12/24)
   B. Architectural Plan (Aspect Design, dated, 02/07/25, received 02/07/25)
   C. Landscape Plan (The Barn Group, dated 12/02/25, received 02/12/25)
   D. Engineering Plans (Schmitt Engineering, dated 01/08/25, received 102/07/25)
   E. Photometric Plan (KSA, dated 12/16/24, received 01/10/25)

2. Add stone to the base of the balcony pillars on the ground level to match the entryway.

3. Work with staff to determine if a sidewalk from the pergola/patio area to Exchange Drive can be added to the site to provide pedestrian connectivity for the residents.

4. Work with staff to amend the photometric plan to comply with the UDO requirements for exterior lighting standards.

5. Work with staff to amend the landscape plan to relocate landscape to the eastern edge of the parking lot for screening.

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

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Sunshine Apartments, Crystal Lake

Action Requested

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

Petitioner Information

Name: John Konsor
Address: 20111 Sunshine Ln.
Deer Park IL 60010
Phone: 847 726-8063
Fax: N/A
E-mail: jkonsor@comcast.net

Owner Information (if different)

Name: ALNJ LLC
Address: 10348 W Addison St.
Franklin Park IL 60131
Phone: 630 414-5240
Fax: N/A
E-mail: mikegapa@gmail.com

Property Information

Project Description: 24 units 3 story age restricted (55+), Market rate apartment building

Project Address/Location: SW corner of Congress Pkwy and Exchange Dr in Crystal Lake

PIN Number(s): 19-04-404-001

Development Team

Please include address, phone, fax and e-mail

Developer: John Konsor Realty 20111 Sunshine Ln. Deer Park IL 60010 (847) 726-8063 jkonsor@comcast.net

Architect: Aspect Design inc. 26575 Commerce Dr Suite 607 Volo IL 60073 847 875-4372 jletzter@aspectdesigninc.com

Attorney: TBD

Engineer: Schmitt Engineering 215 Calhoun St. Woodstock IL 60098 (815) 337-7810 als@schmittengineer.com

Landscape Architect: The Barn Group 237 W Main St. Barrington IL 60010 (847) 456-1421 tomkusmerz@barnlandscape.com

Planner: John Konsor 20111 Sunshine Ln. Deer park IL 60010 (847) 863-8803 jkonsor@comcast.net

Surveyor: Vanderstappen Land Surveying Inc. 1316 N Madison St. Woodstock IL 60098 (815) 502-5516 artg@vandersinc.com

Other: TBD

Signatures

John Konsor 12/12/2024

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

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

Michael Gapastione 12/12/24

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: ALNJ LLC

Address: 10348 W Addison St

Franklin Park IL 60131

Phone: (630)414-5240

E-mail: mikegapa@gmail.com

Project Name & Description: Sunshine Apartments Crystal Lake

24 units 3 story age restricted (55+), Market rate apartment building

Project Address/Location: SW Corner of Congress Parkway and Exchange Dr

Signature

Michael Capastione Michael Capastione 9-9-2024

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, APRIL 2, 2025
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.

Elizabeth Maxwell, City Planner and Darrell Moore, Assistant City Planner were 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 MARCH 5, 2025 PLANNING AND ZONING COMMISSION MEETING

Mr. Skluzacek made a motion to approve the minutes from the March 5, 2025 Planning and Zoning Commission meeting. Mr. Smith seconded the motion. On voice vote, all members voted aye. Motion passed.

2025-05 – SWC CONGRESS PARKWAY AND EXCHANGE DRIVE – COMPREHENSIVE LAND USE PLAN AMENDMENT, REZONING, PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT AND VARIATIONS

Comprehensive Land Use Map Amendment from Commerce to High Density Residential, Rezoning from B-2 PUD to R-3B Multi-Family Residential Planned Unit Development, Preliminary and Final Planned Unit Development for a 24-unit age-restricted apartment building with variations.

Mr. John Konsor, developer, Mr. Jeff Letzter, architect with Aspect Design, Al Schmitt, engineer and Tom Kusmerz, landscape architect were present to represent the petition. Mr. Konsor said there is a need for senior apartments. He is a smaller builder and also acts as the general contractor so he can keep the prices down. He went through the conceptual plan and the comments that were received from the Planning and Zoning Commission regarding that appearance. He noted how they made changes to address those comments. Originally the parking was short spaces, he redesigned the parking lot and added more enclosed garage spaces. They added outdoor amenities for the residents including a grill area, a patio and a pergola. There is also a large green space to the east of the parking lot for gathering. The commission wanted it to have a neighborhood feel. He made changes to the architecture to the front and sides and the garage buildings. It does not look blocky like a typical apartment building. The peaked roof and the architectural details break up the façade. Mr. Konsor also went through the variations noting the existing lot dimensions and the needed density.

Mr. Letzter went through the fly over showing the details on the architecture. He pointed out the left and right sides step back, the enhanced entry feature, the extension of the brick and stone up the first floor and to the second floor on the sides, and the color palette.

Mr. Greenman opened the public hearing. There being no one to speak, he closed the public hearing and turned it over to staff.

Staff summarized the request. Staff noted the lot width is taken at the narrow side of the lot even though the frontage along Congress is very wide. Staff also described the full request, which requires the Comprehensive Land Use Plan Amendment, Rezoning and Planned Unit Development approvals.

Mr. Gronow said he appreciates the architecture and that they added garages. He asked what is behind the building to buffer the building from the building to the south. Mr. Konsor said there is a parking lot there and there is also a detention basin. Mr. Gronow asked about the sidewalk connection and Mr. Konsor was in favor of the connection. He also asked about the floor plans noting they were one and two bedrooms, but only one bathroom.

Ms. Mason said she is glad they increased the garages. Mr. Konsor said he will research who wants a garage space as it will cost more to rent. Also some residents will not have a car.

Mr. Smith said the planned unit development gives them the flexibility to look at variations. Visually this looks fantastic and is a smart use of the land. There are already residential projects in this business park and noted that the Comprehensive Land Use Plan is an evolving document. He wished him the best of luck with the project.

Mr. Repholz told the developer because the density variation this allows him extra units so he can lower his costs. The units should be more affordable.

Ms. Teetsov echoed that comment and asked would any minimum percentage of units be affordable. Mr. Konsor said he contacted McHenry County and the project would not qualify for affordable housing through their program. He will explore opportunity to make the units more affordable. He can still accept vouchers. She noted that there will be public art in the roundabout and he can add public art on his property that would complement that. Also he can add a fire pit to the gathering space. Is there an opportunity to move some landscape along Exchange Drive frontage? Mr. Schmitt spoke that there are easements along the east side so they would need to work with staff on appropriate landscape in that area.

Mr. Skluzacek liked all the changes. He is okay with the request.

Mr. Greenman is supportive of the project and glad they took the initial feedback to heart and made the changes. He asked about snow removal. Mr. Schmitt said there is no curb on the east side and it will be pushed to that area. Staff noted landscape needs to be placed here for screening so it should be designed with that in mind. Mr. Greenman said he should make a conscious effort to look for affordability. He asked if they are ok with all the conditions of approval. Mr. Konsor said yes.

Mr. Gronow made a motion to approve 2025-05 the Comprehensive Land Use Map Amendment from Commerce to High Density Residential, Rezoning from B-2 PUD to R-3B Multi-Family Residential

Planned Unit Development, Preliminary and Final Planned Unit Development for a 24-unit age-restricted apartment building with variations with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Konsor, received 12/12/24)
   B. Architectural Plan (Aspect Design, dated, 02/07/25, received 02/07/25)
   C. Landscape Plan (The Barn Group, dated 12/02/25, received 02/12/25)
   D. Engineering Plans (Schmitt Engineering, dated 01/08/25, received 102/07/25)
   E. Photometric Plan (KSA, dated 12/16/24, received 01/10/25)

2. Add stone to the base of the balcony pillars on the ground level to match the entryway.

3. Work with staff to determine if a sidewalk from the pergola/patio area to Exchange Drive can be added to the site to provide pedestrian connectivity for the residents.

4. Work with staff to amend the photometric plan to comply with the UDO requirements for exterior lighting standards.

5. Work with staff to amend the landscape plan to relocate landscape to the eastern edge of the parking lot for screening.

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

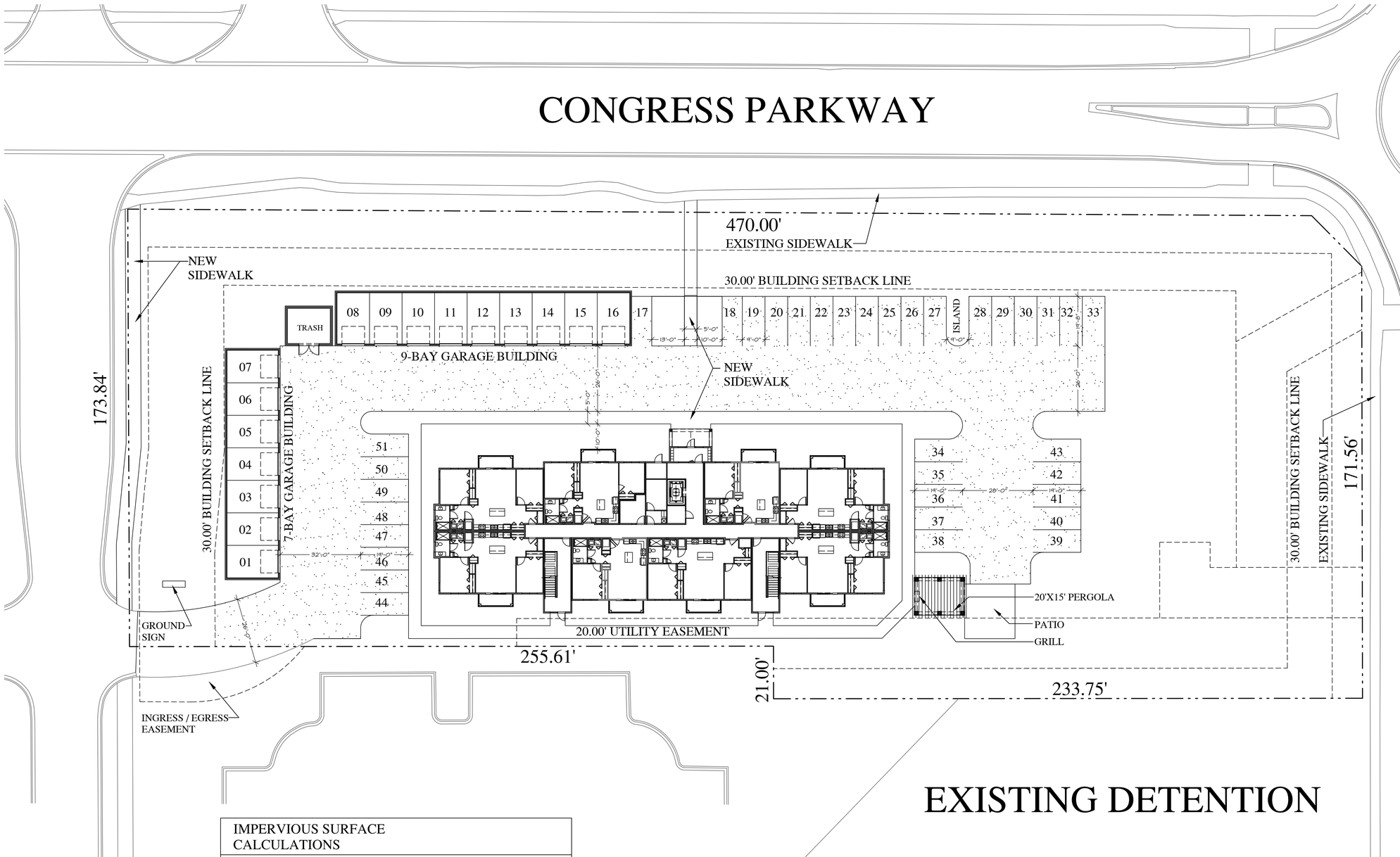
7. Consider adding a fire pit to the property for the residents.

8. With the art in the round-about to add something complementary to your property.

Mr. Skluzacek seconded the motion. Ms. Teetsov asked for an amended motion to add conditions seven and eight to add a fire pit for the residents and to work with the arts commission to add public art on this site. Mr. Gronow restated his motion. Mr. Skluzacek seconded the revised motion. On roll call vote Members Greenman, Gronow, Mason, Repholz, Skluzacek, Smith and Teetsov voted aye. Motion passed 7-0.

ADJOURNMENT

Mr. Smith made a motion to adjourn the meeting. Ms. Mason seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:58 p.m.



IMPERVIOUS SURFACE CALCULATIONS	
LOT AREA:	89,044.00 S.F.
CONCRETE SIDEWALK:	3,137.02 S.F.
ASPHALT DRIVE:	20,236.34 S.F.
GARAGES:	4,577.72 S.F.
TRASH:	298.19 S.F.
BUILDING:	9,762.49 S.F.
PERGOLA / PATIO:	734.00 S.F.
GROUND SIGN:	30.00 S.F.
TOTAL:	38,775.76 S.F.
GREEN SPACE:	50,268.24 S.F.

1 / A 02 ARCHITECTURAL SITE PLAN

NORTH

SCALE: 1"=20'-0"

NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER. (ARCH-D)

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24-UNIT APARTMENT

MULT-FMAILY
CONGRESS PKWY & EXCHANGE
CRYSTAL LAKE, IL 60014

REVIEW	11/1/2024
REVIEW	11/19/2024
REVIEW	12/02/2024
REVIEW	12/12/2024
REVIEW	01/28/2025
REVIEW	02/07/2025
REVIEW	08/23/2024
REVIEW	08/28/2024
REVIEW	09/04/2024
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REVIEW	09/11/2024
REVIEW	09/16/2024
REVIEW	09/20/2024
REVIEW	11/06/2024

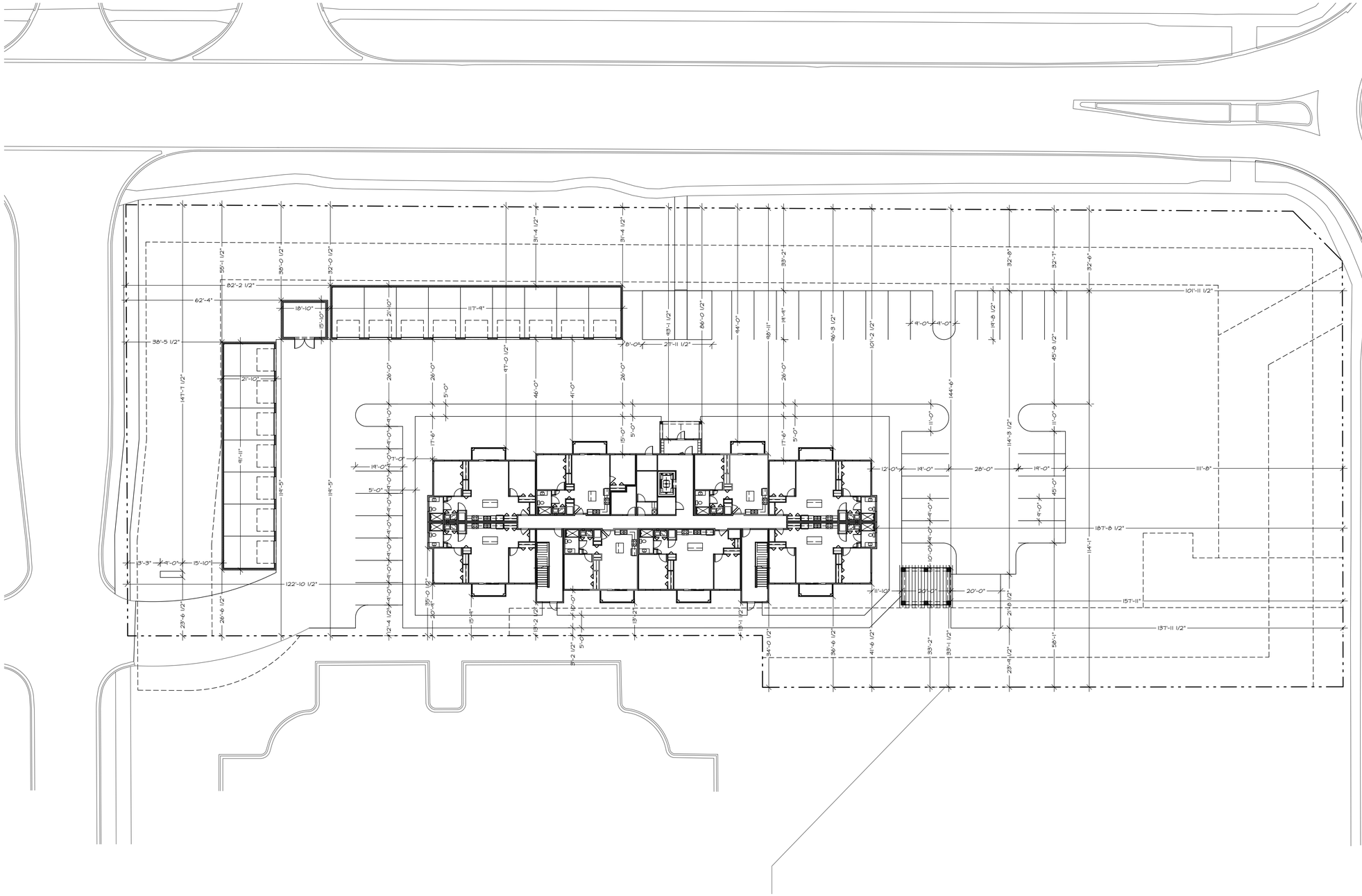
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24 UNIT APARTMENT
SITE PLAN

A 02

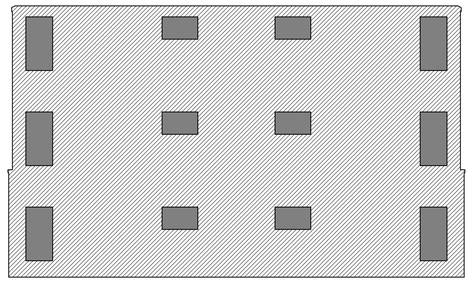
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82'-2 1/2"
62'-4"
38'-5 1/2"
141'-7 1/2"
55'-1 1/2"
38'-0 1/2"
32'-0 1/2"
18'-10"
15'-0"
21'-10"
11'7"-9"
21'-11 1/2"
31'-4 1/2"
31'-4 1/2"
8'-0"
43'-1 1/2"
86'-0 1/2"
94'-0"
48'-11"
18'-9"
39'-2"
96'-3 1/2"
101'-2 1/2"
9'-0"
44'-0"
18'-9 1/2"
32'-8"
32'-7"
32'-6"
101'-11 1/2"
45'-8 1/2"
144'-6"
11'-0"
114'-3 1/2"
11'-0"
21'-10"
41'-11"
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114'-5"
26'-0"
26'-0"
5'-0"
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26'-0"
26'-0"
17'-6"
5'-0"
17'-6"
5'-0"
15'-0"
5'-0"
4'-0"
4'-0"
7'-0"
19'-0"
5'-0"
4'-0"
4'-0"
4



3 / A 04 LEFT ELEVATION (EAST)

SCALE: 1/8"=1'-0"



GLAZING AREA:	
EAST / WEST FACADE AREA:	1,524.30 S.F.
GLAZING AREA:	160.00 S.F.
(1,524.30) * 0.10 =	152.43 S.F.

2 / A 04 GLAZING DIAGRAM (EAST / WEST ELEVATIONS)

SCALE: 1/8"=1'-0"



1 / A 04 FRONT ELEVATION (NORTH)

SCALE: 1/8"=1'-0"

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24-UNIT APARTMENT

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24 UNIT APARTMENT
EXTERIOR ELEVATIONS

A 04

4 OF x TOTAL SHEETS



2 A 05 RIGHT ELEVATION (WEST)

SCALE: 1/8"=1'-0"



1 A 05 REAR ELEVATION (SOUTH)

SCALE: 1/8"=1'-0"

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24-UNIT APARTMENT

MULT-FMAILY
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CRYSTAL LAKE, IL 60014

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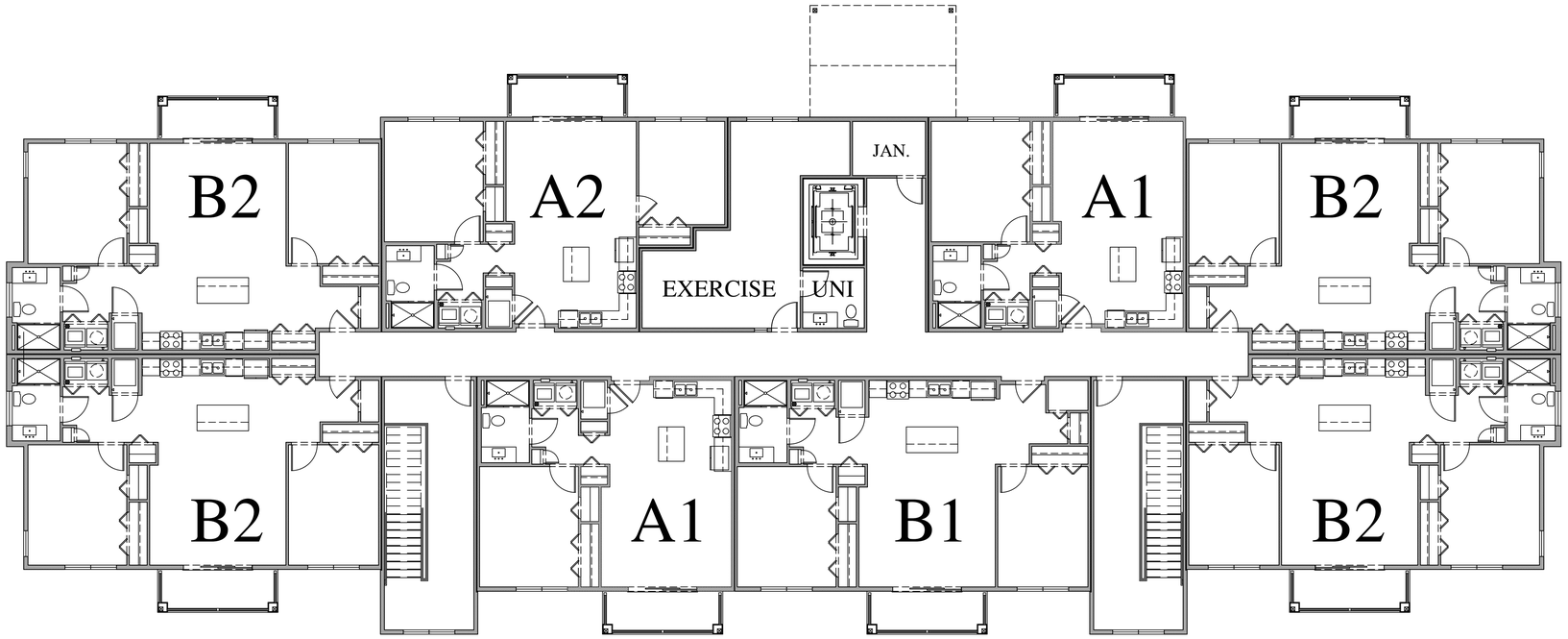
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24 UNIT APARTMENT EXTERIOR ELEVATIONS

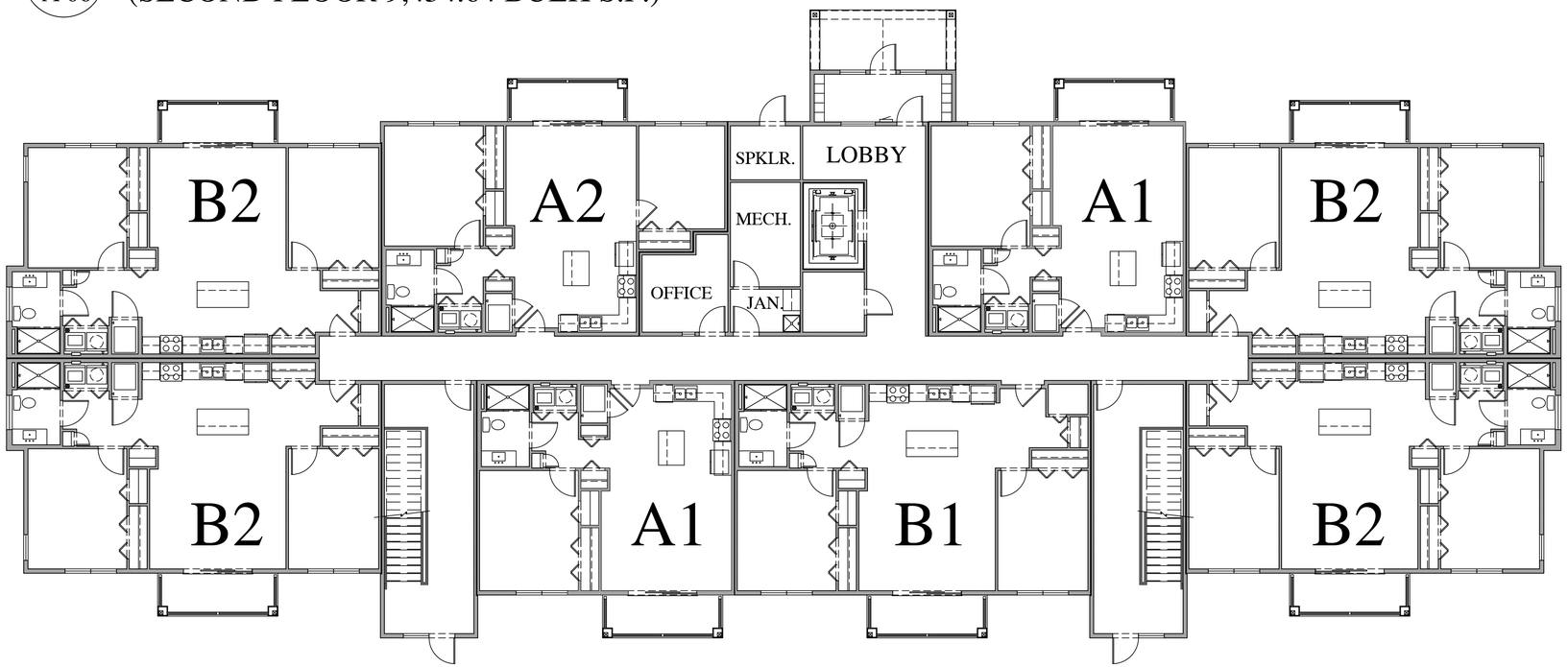
A 05

5 OF x TOTAL SHEETS



2 / A 06 ASSEMBLY PLAN
(SECOND FLOOR 9,454.64 BULK S.F.)

SCALE: 1/8"=1'-0"



1 / A 06 ASSEMBLY PLAN
(FIRST FLOOR 9,454.64 BULK S.F.)

SCALE: 1/8"=1'-0"

UNIT MATRIX	
UNIT A1:	07 UNITS
UNIT A2:	02 UNITS
UNIT B1:	03 UNITS
UNIT B2:	12 UNITS
TOTAL:	24 UNITS

UNIT FOOTAGE	
UNIT A1: (07*746.98)	5,228.86 S.F.
UNIT A2: (02*894.79)	1,789.58 S.F.
UNIT B1: (03*1035.00)	3,105.00 S.F.
UNIT B2: (12*1046.33)	12,555.96 S.F.
TOTAL:	22,679.40 S.F.

BUILDING FOOTAGE	
1ST FLOOR:	9,541.49 S.F.
2ND FLOOR:	9,541.49 S.F.
3RD FLOOR:	9,541.49 S.F.
TOTAL:	28,624.47 S.F.

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24-UNIT APARTMENT

MULTI-FMAILY
CONGRESS PKWY & EXCHANGE
CRYSTAL LAKE, IL 60014

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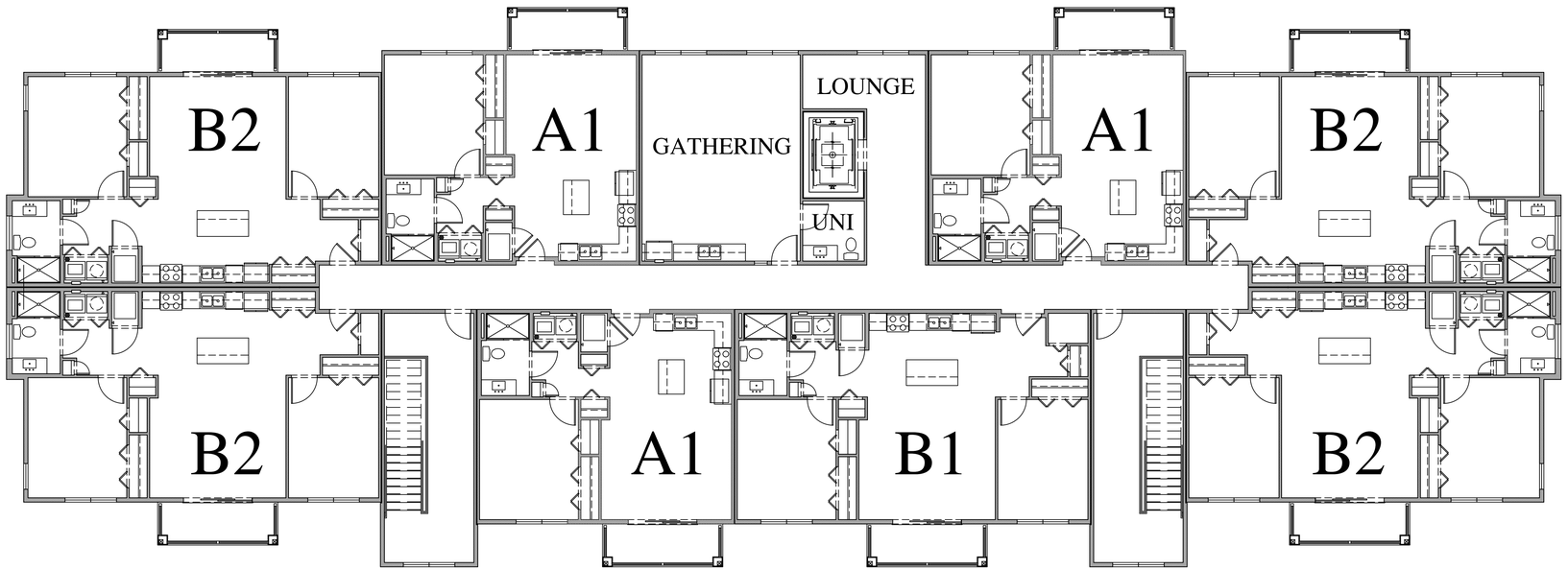
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24 UNIT APARTMENT
ASSEMBLY PLANS

A 06

6 OF x TOTAL SHEETS



1
A 07

ASSEMBLY PLAN
(THIRD FLOOR 9,454.64 BULK S.F.)

SCALE: 1/8"=1'-0"

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24-UNIT
APARTMENT

MULT-FMAILY
CONGRESS PKWY & EXCHANGE
CRYSTAL LAKE, IL 60014

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REVIEW	09/11/2024
REVIEW	09/16/2024
REVIEW	09/26/2024
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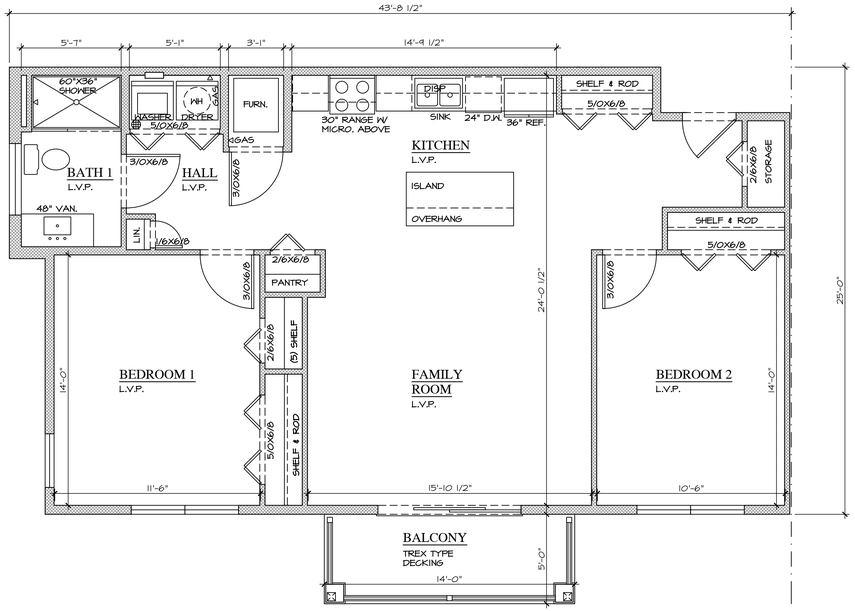
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24 UNIT APARTMENT
ASSEMBLY PLANS

A 07

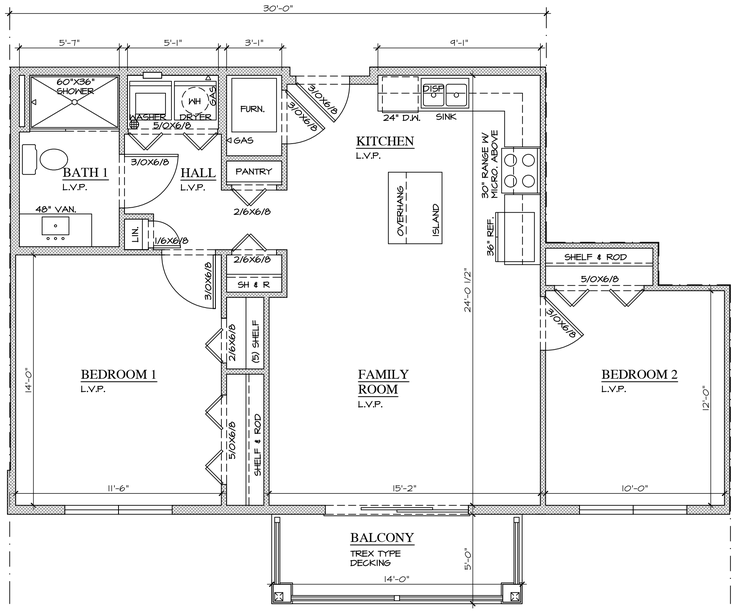
7 OF x TOTAL SHEETS



4 A 08

UNIT B2 (1,035.63 BULK S.F.)

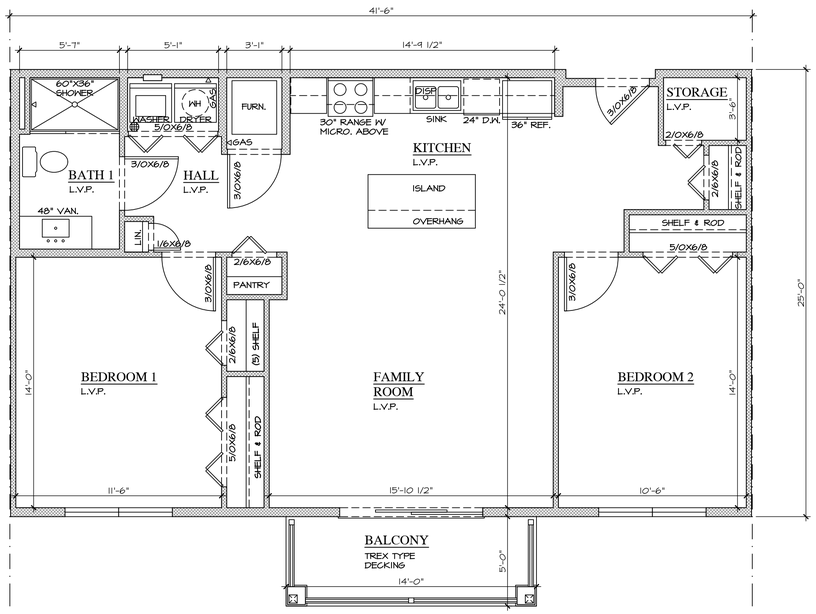
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2 A 08

UNIT A2 (894.79 BULK S.F.)

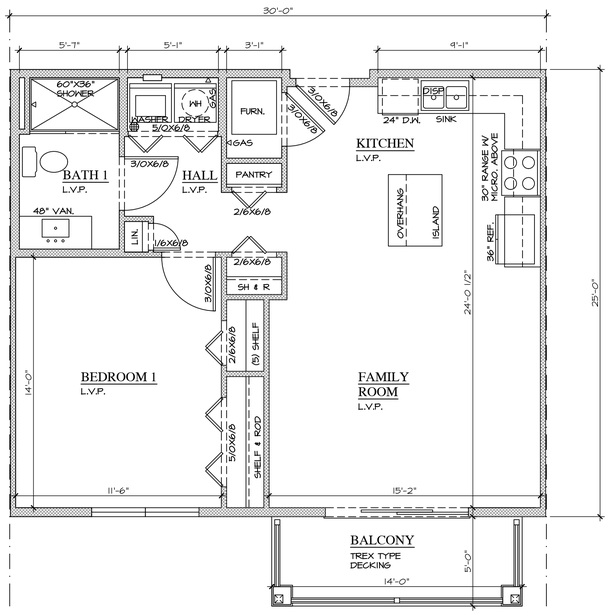
SCALE:1/4"=1'-0"



3 A 08

UNIT B1 (1,035.00 BULK S.F.)

SCALE:1/4"=1'-0"



1 A 08

UNIT A (746.98 BULK S.F.)

SCALE:1/4"=1'-0"

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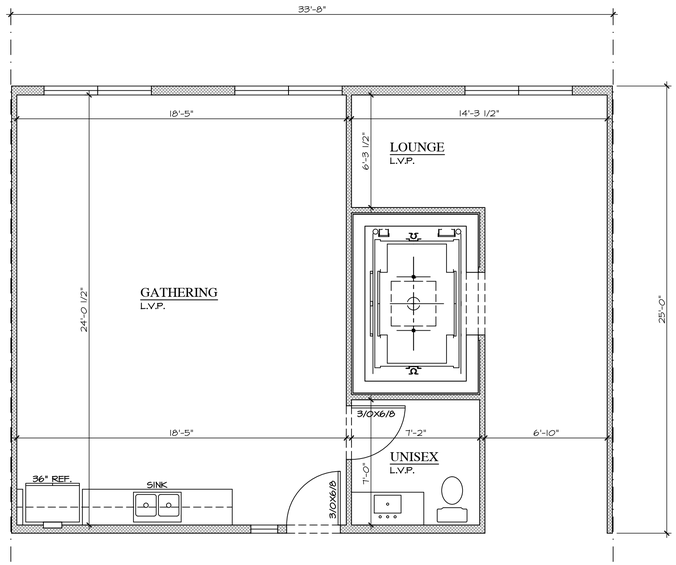
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24 UNIT APARTMENT
UNIT PLANS

A 08

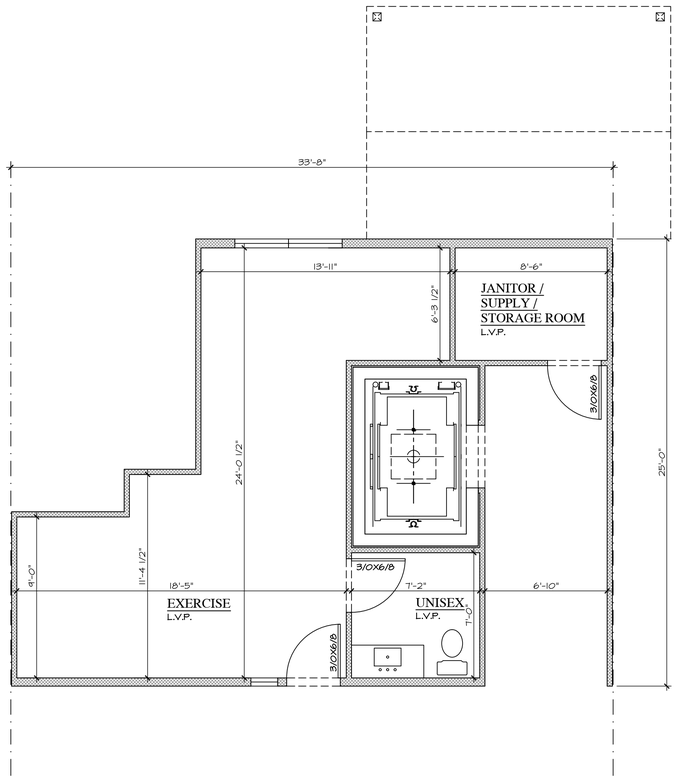
8 OF x TOTAL SHEETS



3
A 09

COMMON SPACE (THIRD FLOOR)

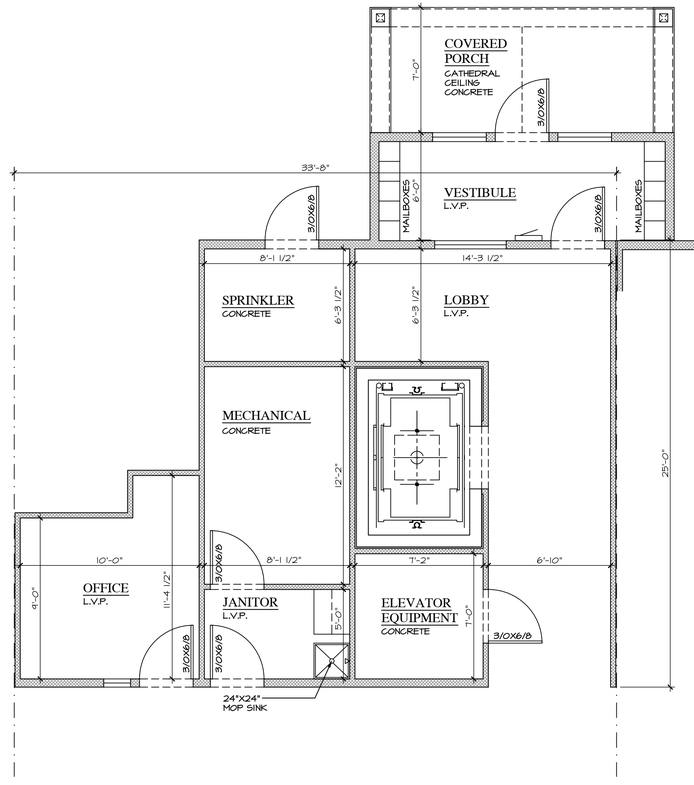
SCALE:1/4"=1'-0"



2
A 09

COMMON SPACE (SECOND FLOOR)

SCALE:1/4"=1'-0"



1
A 09

COMMON SPACE (FIRST FLOOR)

SCALE:1/4"=1'-0"

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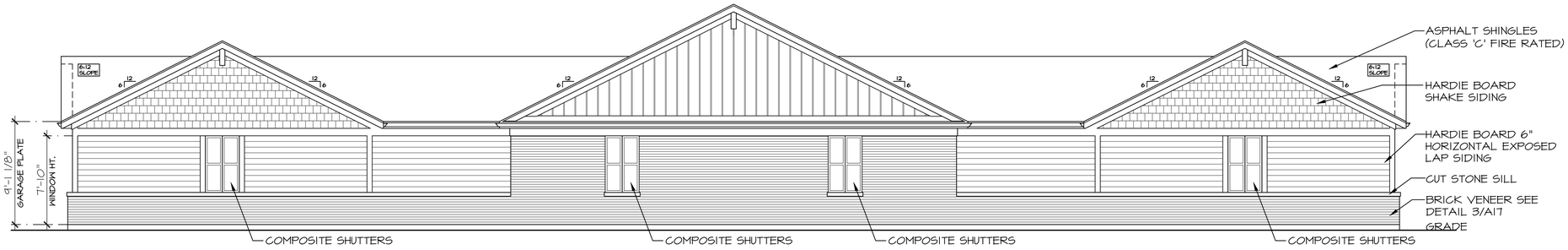
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24 UNIT APARTMENT
COMMON SPACE

A 09

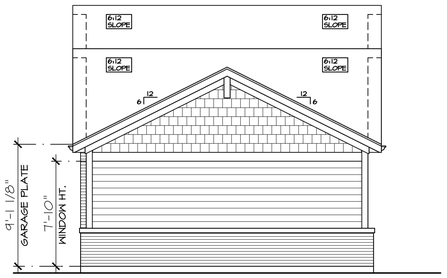
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4 A 10 REAR ELEVATION

9-CAR GARAGE

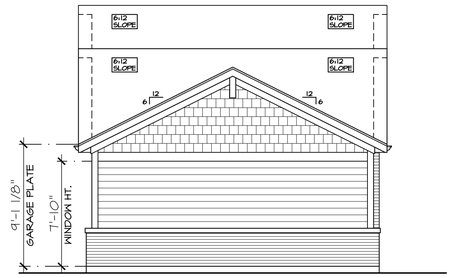
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3 A 10 LEFT ELEVATION

9-CAR GARAGE

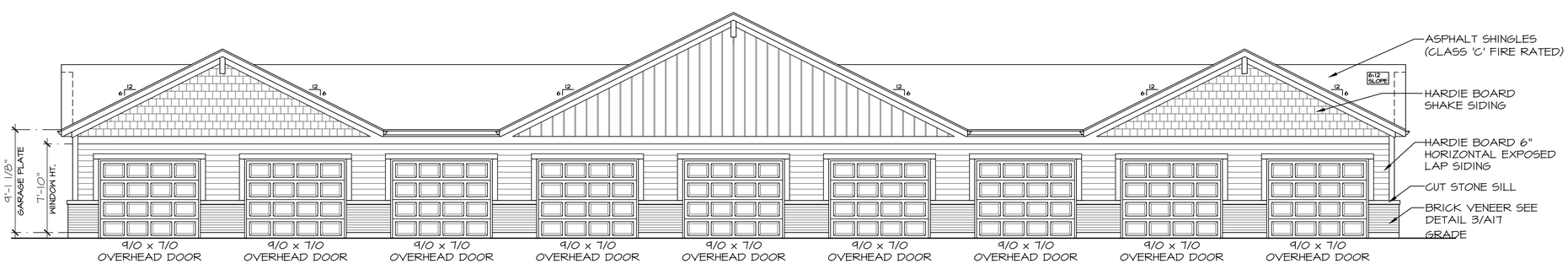
SCALE:3/16"=1'-0"



2 A 10 RIGHT ELEVATION

9-CAR GARAGE

SCALE:3/16"=1'-0"



1 A 10 FRONT ELEVATION

9-CAR GARAGE

SCALE:3/16"=1'-0"

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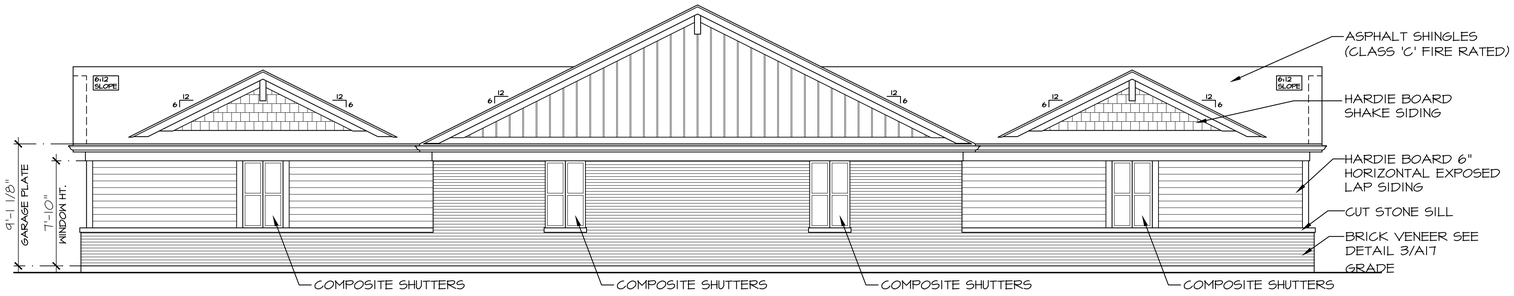
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24 UNIT APARTMENT
9-CAR GARAGE

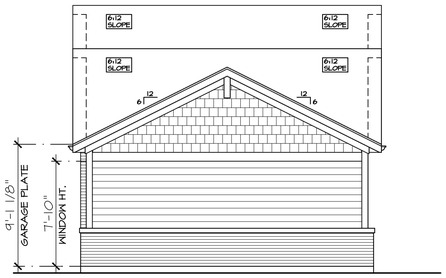
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#10 OF x TOTAL SHEETS



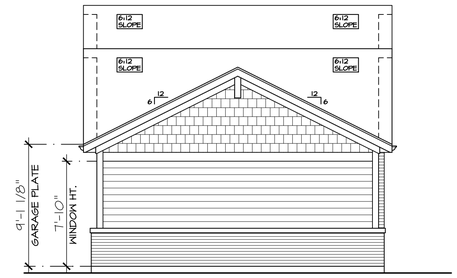
4 / A 11 **REAR ELEVATION**

7-CAR GARAGE SCALE:3/16"=1'-0"



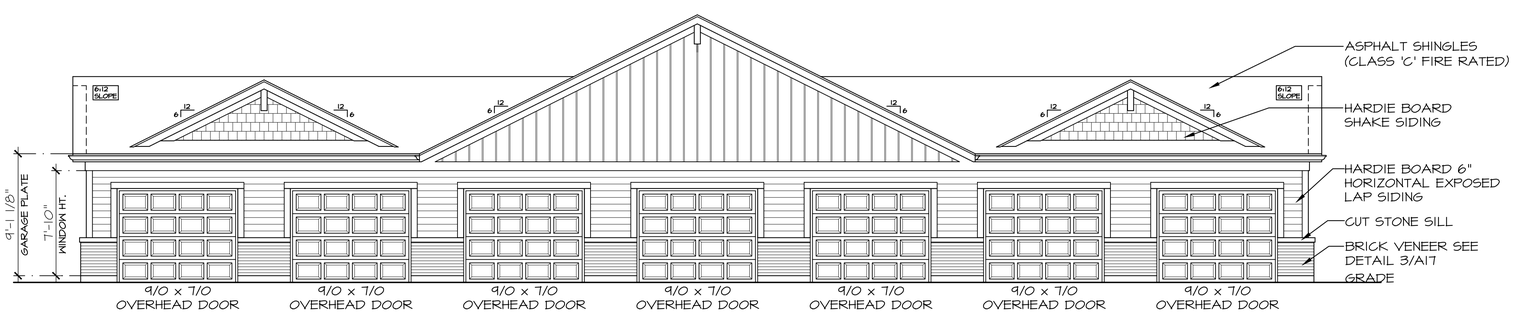
3 / A 11 **LEFT ELEVATION**

7-CAR GARAGE SCALE:3/16"=1'-0"



2 / A 11 **RIGHT ELEVATION**

7-CAR GARAGE SCALE:3/16"=1'-0"



1 / A 11 **FRONT ELEVATION**

7-CAR GARAGE SCALE:3/16"=1'-0"

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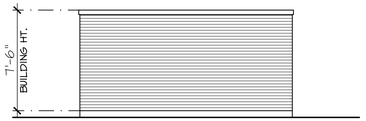
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24 UNIT APARTMENT
7-CAR GARAGE

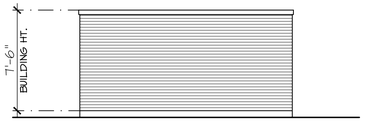
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#11 OF x TOTAL SHEETS



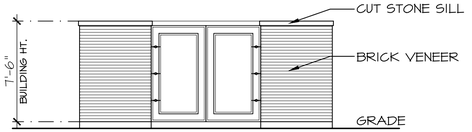
6 / A 12 RIGHT ELEVATION

TRASH BUILDING SCALE:3/16"=1'-0"



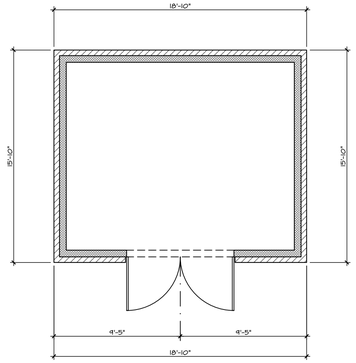
5 / A 12 LEFT ELEVATION

TRASH BUILDING SCALE:3/16"=1'-0"



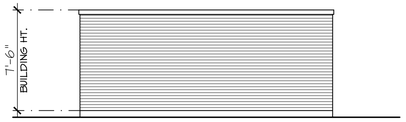
4 / A 12 FRONT ELEVATION

TRASH BUILDING SCALE:3/16"=1'-0"



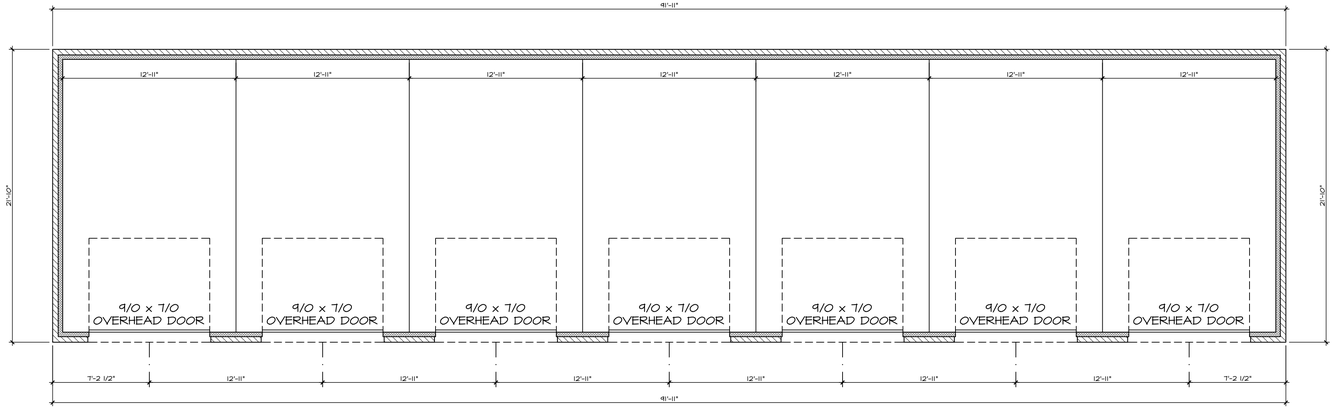
3 / A 12 FLOOR PLAN

TRASH BUILDING SCALE:3/16"=1'-0"



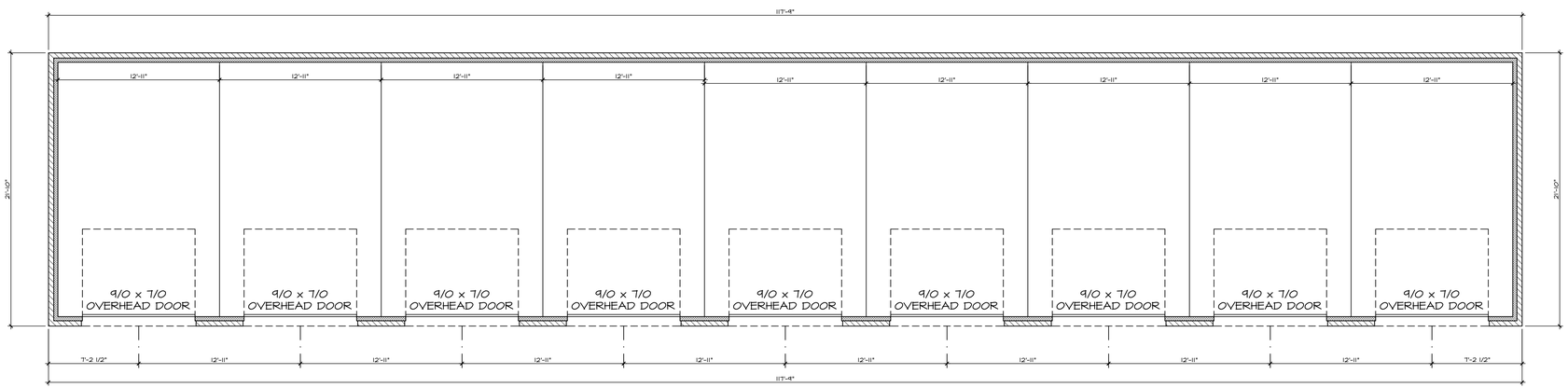
7 / A 12 REAR ELEVATION

TRASH BUILDING SCALE:3/16"=1'-0"



2 / A 12 FLOOR PLAN

7-CAR GARAGE SCALE:3/16"=1'-0"



1 / A 12 FLOOR PLAN

9-CAR GARAGE SCALE:3/16"=1'-0"

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24 UNIT APARTMENT
7-CAR GARAGE

A 12

#12 OF x TOTAL SHEETS

4 / A 13 — LEFT ELEVATION

GROUND SIGN SCALE:1/4"=1'-0"

3 / A 13 — REAR ELEVATION

GROUND SIGN SCALE:1/4"=1'-0"

2 / A 13 — RIGHT ELEVATION

GROUND SIGN SCALE:1/4"=1'-0"

1 / A 13 — FRONT ELEVATION

GROUND SIGN SCALE:1/4"=1'-0"

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REVIEW	11/06/2024

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24 UNIT APARTMENT
GROUND SIGN

A 13

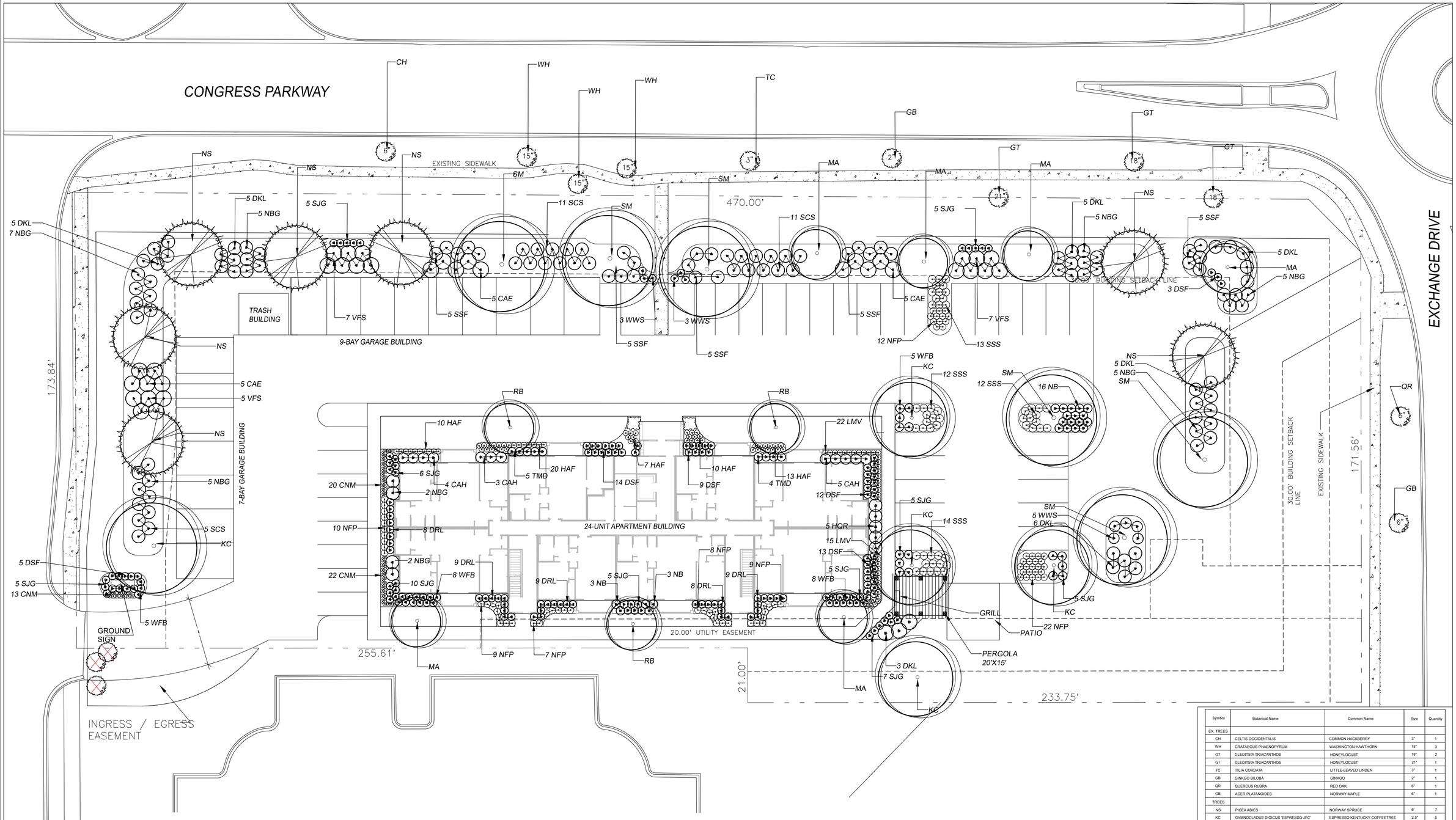
#13 OF x TOTAL SHEETS




SUNSHINE
APARTMENTS







Symbol	Botanical Name	Common Name	Size	Quantity
EX. TREES				
CH	CELTIS OCCIDENTALIS	COMMON HACKBERRY	3"	1
WH	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	15"	3
GT	GLEDITSIA TRIACANTHOS	HONEYLOCUST	18"	2
GT	GLEDITSIA TRIACANTHOS	HONEYLOCUST	21"	1
TC	TILIA CORDATA	LITTLE-LEAVED LINDEN	3"	1
GB	GINKGO BILOBA	GINKGO	2"	1
QR	QUERCUS RUBRA	RED OAK	6"	1
GB	ACER PLATANOIDES	NORWAY MAPLE	6"	1
TREES				
NS	PICEA ABIES	NORWAY SPRUCE	6'	7
KC	GYMNOCLADUS DIOICUS 'ESPRESSO-JFC'	ESPRESSO KENTUCKY COFFEETREE	2.5"	5
RB	CERCIS CANADENSIS	EASTERN REDBUD	8'	3
MA	MAACKIA AMURENSIS MAACNFICENT	AMUR MAACKIA	2.5"	6
SM	ACER SACCHARUM 'BAILSTA'	FALL FIESTA SUGAR MAPLE	2.5"	6
SHRUBS				
WWS	WEIGELA FLORIDA 'SMNWFGC'	WINE & SPIRIT WEIGELIA	36"	11
SCS	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN CHINESE JUNIPER	36"	27
VFS	COTINUS COGGYGRIA 'SMNCCPP3'	THE VELVET FOG SMOKEBUSH	36"	19
NBG	PHYSOCARPUS OPULIFOLIUS	GINGER WINE NINEBARK	36"	36
CAE	CORNUS ALBA 'ELEGANTISSIMA'	VARIEGATED RED TWIG DOGWOOD	36"	15
DKL	SYRINGA MEYERI 'PALIBIN'	DWARF KOREAN LILAC	36"	34
SSF	SORBARIA SORBIFOLIA	URAL FALSESPIREA	36"	25
SJG	SPIRAEA JAPONICA 'GOLDFLAME'	GOLDFLAME SPIREA	#3	58
DSF	DIERVILLA X SPLENDENS	KODIAK FRESH DIERVILLA	#3	56
WFB	WEIGELA FLORIDA 'BOKRASPWI'	SPILLED WINE WEIGELIA	#3	31
NB	PHYSOCARPUS OPULIFOLIUS	TINY WINE NINEBARK	#3	22
CAH	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	HUMMINGBIRD CLETHRA	#3	12
HQR	HYDRANGEA QUERCIFOLIA 'RUBY SLIPPERS'	OAK LEAF HYDRANGEA	#3	5
DRL	BLOOMERANG PURPINKTM REBLOOMING LILAC	DWARF KOREAN LILAC	#3	43
TMD	TAXUS × MEDIA 'DENSIFORMIS'	JAPANESSE YEW	#3	9
PERENNIALS				
SSS	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION'	LITTLE BLUESTEM	#1	51
LMV	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LILYTURF	#1	37
HAF	HOSTA SHADOWLAND 'AUTUMN FROST'	AUTUMN FROST HOSTA	#1	60
NFP	NEPETA FAASSENII 'PURRSIAN BLUE'	PURRSIAN BLUE CATMINT	#1	77
CNM	CALAMINTHA NEPETA 'MONTROSE WHITE'	MONTROSE WHITE CALAMINT	#1	55

THE BARN

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237 West Main St.
Barrington IL. 60010
847.658.3883
www.barnlandscape.com

Designed By: Dinka Petrova
Drawn By: Dinka Petrova
Project Date: 12/02/2025

REVIEW
REVISED PERIMETER LANDSCAPE
REVISED LANDSCAPE FOR GARAGE SCREENING

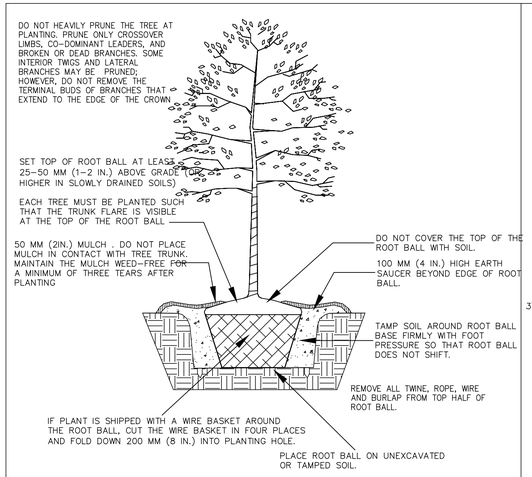
Client: 24-UNIT APARTMENT
MULTI-FAMILY
CONGRESS PKWY & EXCHANGE
CRYSTAL LAKE, IL 60014
Project Name: LANDSCAPE DESIGN

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Scale 1" = 20'

1 of 2

L1.1

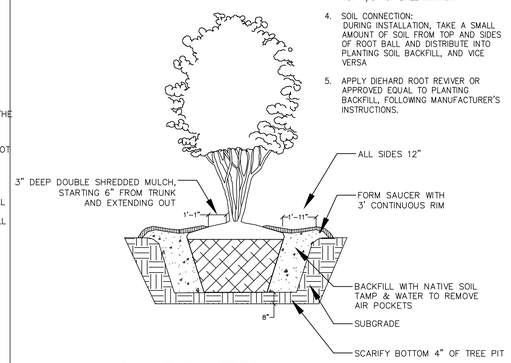


DECIDUOUS TREE PLANTING DETAIL

TYPICAL INSTALLATION – 3" (75 MM) CALIPER OR LESS

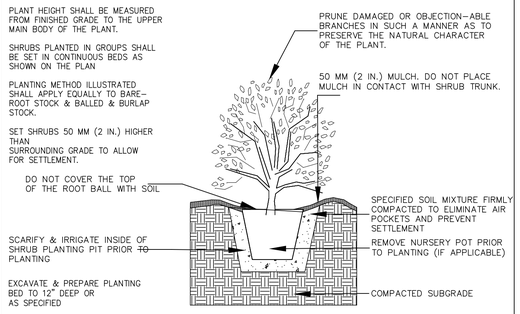
ORNAMENTAL TREE
NOTES:

1. PRUNE TREE TO OFFSET ROOT LOSS
2. TREE ROOT BALL SHALL BEAR SAME RELATION TO FINISH GRADE AS IT BORE TO PREVIOUSLY EXISTING GRADE.
3. REMOVE BURLAP & ALL WIRES FROM TOP 1/3 OF BALL MINIMUM
4. SOIL CONNECTION: DURING INSTALLATION, TAKE A SMALL AMOUNT OF SOIL FROM TOP AND SIDES OF ROOT BALL AND DISTRIBUTE INTO PLANTING SOIL BACKFILL, AND VICE VERSA
5. APPLY DIEHARD ROOT REVIVER OR APPROVED EQUAL TO PLANTING BACKFILL, FOLLOWING MANUFACTURER'S INSTRUCTIONS.



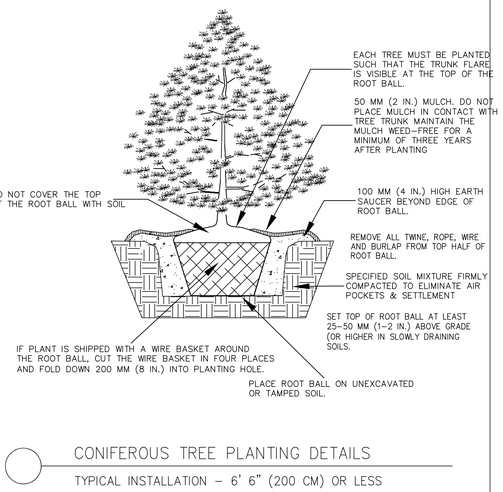
ORNAMENTAL TREE

TYPICAL INSTALLATION



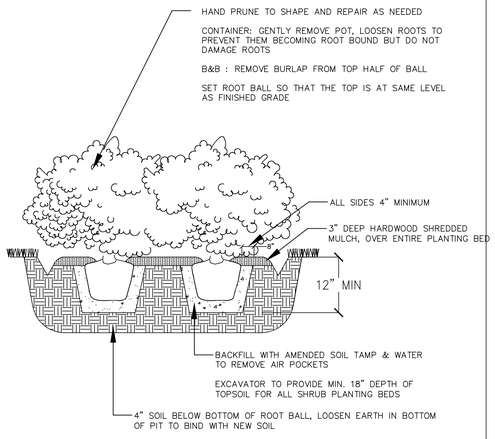
SHRUB PLANTING DETAILS

TYPICAL INSTALLATION



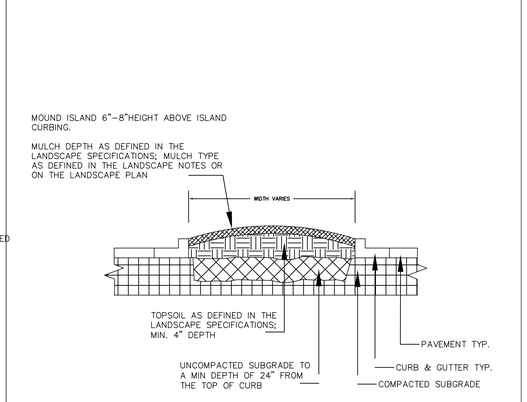
CONIFEROUS TREE PLANTING DETAILS

TYPICAL INSTALLATION – 6' 6" (200 CM) OR LESS



SHRUB AND PLANTING DETAIL

TYPICAL INSTALLATION

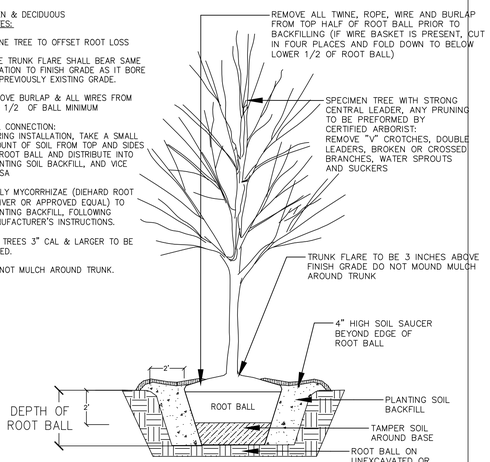


PARKING ISLAND DETAIL

SCALE: NO SCALE

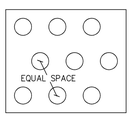
EVERGREEN & DECIDUOUS
TREE NOTES:

1. PRUNE TREE TO OFFSET ROOT LOSS
2. TREE TRUNK FLARE SHALL BEAR SAME RELATION TO FINISH GRADE AS IT BORE TO PREVIOUSLY EXISTING GRADE.
3. REMOVE BURLAP & ALL WIRES FROM TOP 1/2 OF BALL MINIMUM
4. SOIL CONNECTION: DURING INSTALLATION, TAKE A SMALL AMOUNT OF SOIL FROM TOP AND SIDES OF ROOT BALL AND DISTRIBUTE INTO PLANTING SOIL BACKFILL, AND VICE VERSA
5. APPLY MYCORRHIZAE (DIEHARD ROOT REVIVER OR APPROVED EQUAL) TO PLANTING BACKFILL, FOLLOWING MANUFACTURER'S INSTRUCTIONS.
6. ALL TREES 3" CAL & LARGER TO BE GUYED.
7. DO NOT MULCH AROUND TRUNK.



SHADE TREE

TYPICAL INSTALLATION – 3" (75 MM) CALIPER OR LESS



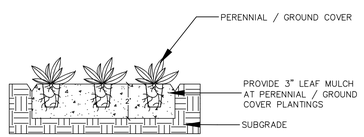
NOTE:
ALL GROUND COVER / PERENNIALS / ANNUAL FLOWERS SHELL BE PLANT USING TRIANGULAR SPACING (STAGGERED ROWS). SEE PLANTING LIST FOR SPECIFIC PLANT SPACING FOR EACH PLANT TYPE.

THE SPACING BETWEEN ADJACENT PLANTS WITH DIFFERENT ON CENTER SPACING REQUIREMENTS WILL BE THE SUM OF HALF THE ON CENTER DISTANCE FOR BOTH PLANTS.

TYPICAL SPACING:
GROUND COVER: 6"-12" ON CENTER
PERENNIALS: 12" -18" ON CENTER
ANNUAL FLOWERS: 6"- 12" ON CENTER

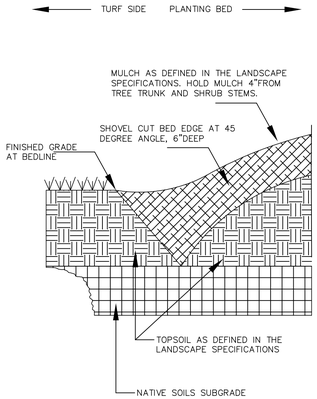
DETAILS TRIANGULAR SPACING

TYPICAL INSTALLATION



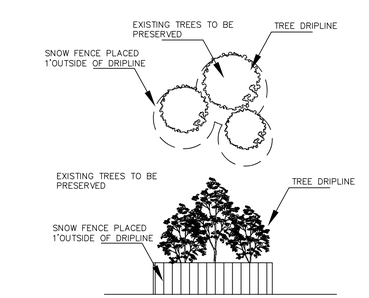
PERENNIAL PLANTING DETAILS

TYPICAL INSTALLATION



SPADED PLANTING BED EDGE DETAIL

SCALE: NO SCALE



TREE FENCING DETAIL

SCALE: NO SCALE

LANDSCAPE NOTES:

LANDSCAPE CONTRACTOR (LC) SHALL FULFILL FOLLOWING SPECIFICATIONS AS PART OF THIS CONTRACT:

1. INFORM CLIENTS AS EACH PHASE OF WORK IS UNDERTAKEN TO ALLOW THE CLIENTS TO BE PRESENT DURING THE WORK.
2. COORDINATE WITH CLIENTS IN FIELD FOR TRANSPLANTS AND REMOVALS.
3. DETERMINE SUBSOIL CONDITIONS AND SUBSURFACE DRAINAGE REQUIREMENTS OF ALL PLANT MATERIALS.
4. AMEND EXISTING SOIL. ASSESS QUALITY OF EXISTING SOIL CONDITIONS ON SITE AND RECOMMEND AMENDMENTS TO OWNER. AMEND EXISTING SOIL IN ALL PLANTING BEDS WITH A MINIMUM OF SOIL CONDITIONER. ROTOTILL AMENDMENTS INTO PLANT BEDS.
5. PLANT INSTALLATION. SET PLANT MATERIAL IN THE PLANTING PIT TO PROPER GRADE AND ALIGNMENT. SET PLANTS UPRIGHT, PLUMB, AND FACE TO GIVE THE BEST APPEARANCE OR RELATIONSHIP TO EACH OTHER OR ADJACENT STRUCTURE. DO NOT FILL AROUND TRUNKS OR STEMS. DO NOT USE FROZEN OR MUDDY MIXTURE FOR BACKFILLING. SUPPLY A MINIMUM OF 12" OF SOIL MIX ALL SIDES OF ROOTBALLS FOR TREES AND SHRUBS UNLESS OTHERWISE NOTED. PLANT GROUNDCOVER AND PERENNIALS AND TAMP DOWN SOIL AROUND POT SO POT DOES NOT HEAVE IN FROST. WATER IN BEFORE APPLYING MULCH. DO NOT COVER FOLIAGE WITH MULCH. BALLED ROOTS SHELL BE PROTECTED FROM DRYING OUT AND CARE TAKEN TO PREVENT THE BALL FROM FREEZING.
6. MULCH. PROVIDE 3" LOOSE MEASURE OF PREMIUM HARDWOOD BARK MULCH THROUGHOUT ALL SHRUB PLANTING AREAS AND 2" LEAF COMPOST FOR PERENNIAL AND GROUNDCOVER BEDS. HARDWOOD MULCH TO BE 6 MONTH OLD, WELL ROTTED, SHREDDED, PREMIUM HARDWOOD BARK MULCH, NOT LARGER THAN 4" IN LENGTH AND 1/2" IN WIDTH, FREE OF WOOD CHIPS AND SAWDUST.
7. WATER. FREE OF SUBSTANCES HARMFUL TO PLANT GROWTH. HOSES OR OTHER METHODS OF TRANSPORTATION FURNISHED BY CONTRACTOR.
8. SEED. SUPPLY AND INSTALL NEW SEED FOR LAWN AREA, SEED BLEND ON MINIMUM 2" DEPTH ROTOTILLED, FINE GRADED, PULVERIZED TOPSOIL. TOPSOIL TO BE PLACED AND FINAL GRADED BY GENERAL CONTRACTOR. STRAW MAT TO COVER SEED.
9. BED EDGE. SPADE EDGE WHERE BED MEETS LAWN IF NO EDGING IS INSTALLED.
10. GUARANTEE. UPON COMPLETION OF ALL LANDSCAPE WORK, THE LC SHALL NOTIFY THE LANDSCAPE DESIGNER AND OWNER FOR APPROVAL AND ACCEPTANCE. LC SHALL GUARANTEE ALL WORK AND PLANT MATERIAL FOR A MINIMUM OF ONE YEAR, AFTER ACCEPTANCE BY THE LD AND OWNERS, OF COMPLETED LANDSCAPE WORK.
11. TEMPORARY WATERING PLAN. MANUAL WATERING IRRIGATION TO BE IN PLACE FOR 3 YEAR PERIOD. PLANT TO SOAK TREES AND SHRUBS EVERY 5-7 DAYS, WEATHER DEPENDING, AT A SLOW TRICKLE FROM A HOSE FOR 30 MINUTES PER SHRUB, AND 60 MINUTES PER TREE. TAKE CARE NOT TO OVER WATER. DEEP, INFREQUENT WATERING IS BEST.

GENERAL CONSTRUCTION NOTES:

1. REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE STAKED, WRAPPED, WATERED AND MULCHED PER ORDINANCE.
2. BEFORE ANY EXCAVATION ON THE SITE, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
3. FOUR FOOT HIGH FENCING OR OTHER RIGID MATERIAL IS TO BE ERECTED AROUND THE DRIP-LINE OF ALL TREES TO BE SAVED.
4. A TREE REMOVAL PERMIT MUST BE OBTAINED FROM THE PLANNING OFFICE PRIOR TO ALL TREE REMOVAL ACTIVITY INVOLVING TREES SIX (6) INCHES OR MORE D.B.H. IN ACCORDANCE WITH MONTGOMERY ZONING ORDINANCE.
5. TREES TO BE REMOVED MUST BE MARKED IN THE FIELD WITH RED PAINT OR FLAGS AND INSPECTED BY THE MONTGOMERY FORESTRY OFFICE PRIOR TO ANY TREES BEING REMOVED.
6. IF NECESSARY TO CONDUCT WORK OR DIGGING WITHIN THE ROOT ZONE OF TREES TO REMAIN, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED AND ADDITIONAL PROTECTIVE MEASURES, SUCH AS ROOT PRUNING OR BRIDGING, MUST BE EMPLOYED BY A LICENSED TREE SERVICE.
7. CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOCKPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
8. PLANT QUANTITIES ON PLANT LIST INTENDED TO BE A GUIDE. ALL QUANTITIES SHALL BE CHECKED AND VERIFIED ON PLANTING PLAN. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.
9. ANY DEVIATIONS FROM OR MODIFICATIONS TO THIS PLAN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
10. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT UPON DELIVERY OF PLANT MATERIAL TO THE SITE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOESN'T MEET STANDARDS OR SPECIFICATIONS OF THE PROJECT.
11. ALL PLANT MATERIAL TO BE INSTALLED PER THE PLANTING DETAILS PROVIDED ON THIS PLAN SET.
12. ALL BED EDGES TO BE WELL SHAPED, SPADE CUT, WITH LINES AND CURVES AS SHOWN ON THIS PLAN SET.
13. ALL PLANTING BEDS TO BE PREPARED WITH PLANTING MIX: 50% TOPSOIL, 50% SOIL AMENDMENTS (3 PARTS PEATMOSS, 1 PART COMPOST, 1 PART SAND).
14. ALL PARKING LOT ISLANDS SHALL BE BACKFILLED WITH THE FOLLOWNG: 2' OF BLENDED GARDEN SOIL MIX (60% TOPSOIL, 30% COMPOST, 10% SAND) OR 6" OF ONE STEP BY MIDWEST TRADING, TOP DRESSED AND TILLED INTO 18" OF TOPSOIL.
15. ALL PARKING LOT ISLANDS SHALL BE BACKFILLED WITH THE FOLLOWNG: 2' OF BLENDED GARDEN SOIL MIX (60% TOPSOIL, 30% COMPOST, 10% SAND) OR 6" OF ONE STEP BY MIDWEST TRADING, TOP DRESSED AND TILLED INTO 18" OF TOPSOIL.
16. ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND SHALL BE REPLACED SHOULD IT DIE WITHIN THAT PERIOD.
17. PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
18. ALL LAWN AREAS TO BE SEEDED WITH STANDARD TURF GRASS SEED AND COVERED WITH EROSION CONTROL BLANKET. UNLESS OTHERWISE SPECIFIED ON THE PLAN.
19. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, EXCLUDING SHRUB BEDS, TO BE RESTORED WITH TURF GRASS SEED AND COVERED WITH AN EROSION CONTROL BLANKET.
20. THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY.
21. ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.

THE BARN
The Barn Group Inc.
237 West Main St.
Barrington IL. 60010
847.658.3883
www.barnlandscape.com

Designed By: Dinka Petrova
Drawn By: Dinka Petrova
Project Date: 12/02/2025
REVIEW

Client: 24-UNIT APARTMENT
MULTI-FAMILY
CONGRESS PKWY & EXCHANGE
CRYSTAL LAKE, IL 60014
Project Name: LANDSCAPE DESIGN

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Scale NO SCALE

2 of 2

L1.2

STORM SEWER TAGS

R1. PROP. TY. C CATCH BASIN
NEENAH R-1713 F & R-2504 LID
RIM = 903.40
INV = 900.20

R2. PROP. 80-LF 12" PRCP STORM SEWER @ 0.54%

R3. PROP. TY. A CATCH BASIN
NEENAH R-1713 F & R-2504 LID
RIM = 903.50
INV 12"= 899.77
INV 8" E =901.50

R4. PROP. 68-LF 12" PRCP STORM SEWER @ 0.54%

R5. PROP. YARD DRAIN WITH INLET GRATE
NDS #1200 WITH #1211 GRATE, OR EQUIVALENT
RIM=903.60
INV=902.79

R6. PROP. 7-LF 6" SDR 26 @ 1.0%

R7. PROP. TY. A MH 2' DIA
NEENAH 1713 CL
RIM= 903.85
INV= 902.72

R8. PROP. 99-LF 6" SDR 26 @ 3.4%

R9. PROP. TY. A CATCH BASIN
NEENAH R-3502-AB F&G
TOP CURB = 902.92
INV = 899.40

R10. PROP. 35-LF 15" PRCP STORM SEWER @ 0.81%

R11. PROP. TY. A MH 5' DIA
NEENAH 1713 CL
RIM= 903.30
INV = 899.12

STORM SEWER TAGS (CONTINUED)

R12. PROP. 80-LF 15" PRCP STORM SEWER @ 0.81%

R13. PROP. TY. C CATCH BASIN
NEENAH R-2535 F&G
RIM = 902.60
INV = 899.38

R14. PROP. 78-LF 8" PRCP STORM SEWER @ 1.00%

R15. PROP. TY. A MH 5' DIA
NEENAH 1713 CL
RIM= 904.2
INV=898.5± (M.E STUB)-CONNECT TO EX. STUB
INV=898.5 SE
INV=898.6 NE

R16. PROP. DOWNSPOUT CONNECTIONS (13-IN-ALL)

R17. PROP. 116-LF 8" SDR 26 FOR DOWNSPOUT UNDERDRAINS 1% MIN.

R18. PROP. 78-LF 8" SDR 26 FOR DOWNSPOUT UNDERDRAINS 1% MIN.

R19. PROP. 74-LF 8" SDR 26 FOR DOWNSPOUT UNDERDRAINS 1% MI

R20. PROP. 193-LF 8" SDR 26 FOR DOWNSPOUT UNDERDRAINS 1% MIN.
INV=897.0 @ BASIN

R21. PROP. RIP RAP 40 SQ.FT.

WATER SERVICE ITEMS

(1) = PROP. 6" PRESSURE CONNECTION TO EX. 8" D.I.W.M IN 5' DIA. VAULT

(2) = PROP. 241-LF 6" D.I.W.M

(3) = PROP. 6" "T" CONNECTION WITH 6"X4" REDUCER & 6"X2" REDUCER

(4) = PROP. 12-LF 4" WATER SERVICE

(5) = PROP. 4" VALVE BOX (B-BOX)
RIM=904.7

(6) = PROP. 15-LF 2" WATER SERVICE

(7) = PROP. 2" VALVE BOX (B-BOX)
RIM=904.7

SANITARY SEWER ITEMS

(1) = PROP. 27-LF 6" PVC SANITARY PIPE @ 1.00% MIN WITH 10' MIN. SEPARATION TO WATER SERVICE
BLDG INV= 897.52

(2) = PROP. SANITARY CLEANOUT
TOP=904.85
INV=897.27

(3) = ADJUST EX. SANITARY M.H RIM WITH ADJUSTING RINGS
EX. RIM= 902.44
EX. INV=896.1
PROP. RIM= 903.85
PROP. INV=896.8; MANHOLE TO BE CORED & BOOTED @ 896.8

X POINTS OF CONFLICT

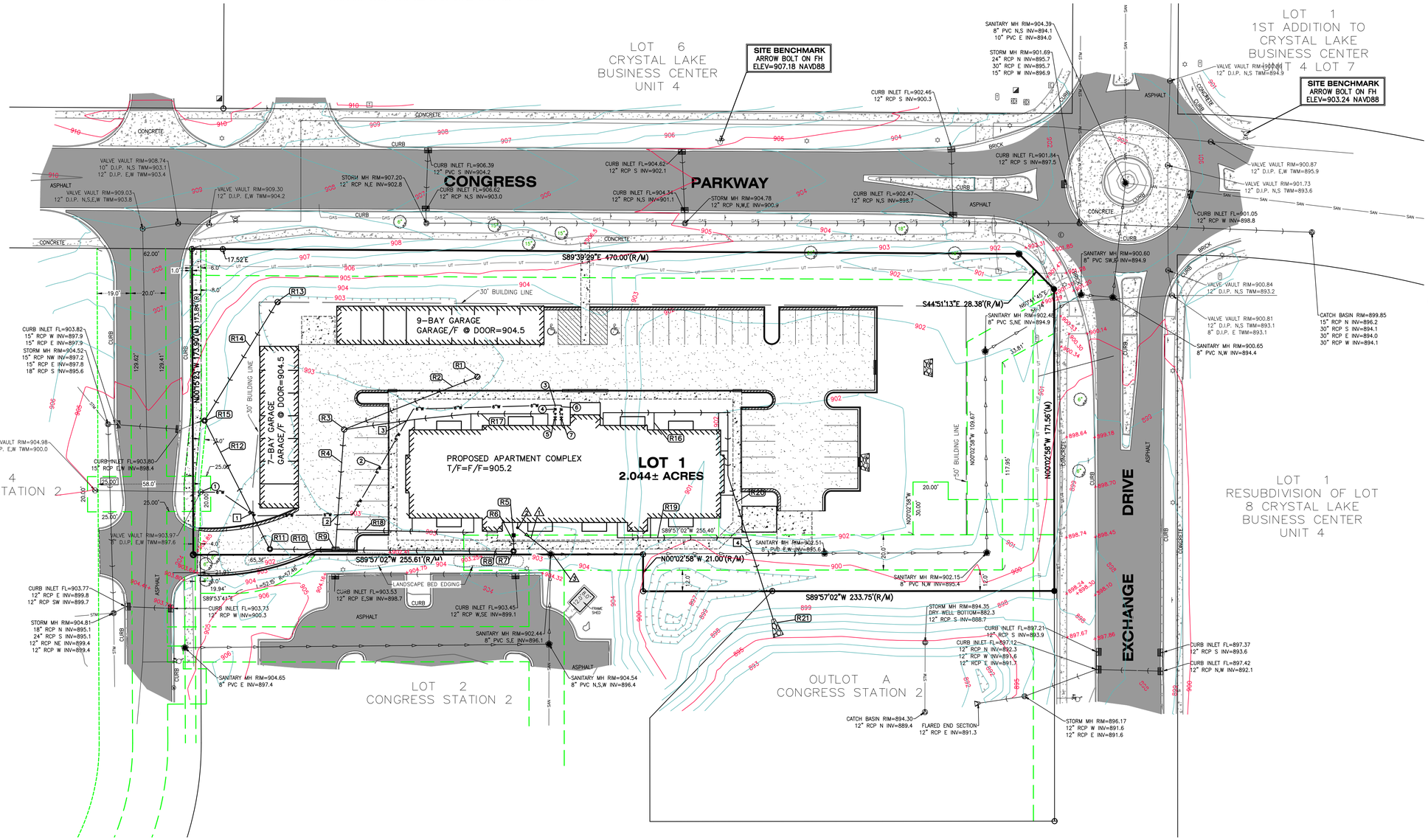
1 TOP OF PROP. WATER SERVICE = 897.20
BOT. OF PROP. STORM SEWER = 898.87

2 TOP OF PROP. WATER SERVICE = 897.85
BOT. OF PROP. STORM SEWER= 899.51

3 TOP OF PROP. WATER SERVICE = 898.50
BOT. OF PROP. STORM SEWER= 901.85

4 TOP OF EX. SANITARY MAIN = 896.55
BOT. OF PROP. STORM SEWER = 897.25

LEGEND	
	SANITARY MANHOLE
	STORM MANHOLE
	CURB INLET
+885.52	EXISTING GRADE
STM	EXISTING STORM SEWER UTILITY
SAN	EXISTING SANITARY SEWER UTILITY
UE	EXISTING UNDERGROUND ELECTRIC UTILITY
GAS	EXISTING GAS UTILITY
UT	EXISTING AT&T UTILITY
T	TELECOMMUNICATION CONNECTION
	LIGHT POLE
	MAG NAIL
	FOUND IRON BAR
	FOUND IRON PIPE
	VALVE VAULT



NORTH

GRAPHIC SCALE
0 30 45 60 90
(IN FEET)
1"=30 FT.

PLANS PREPARED FOR:
JOHN KONSOR
20111 SUNSHINE LANE
DEER PARK, IL 60010
JKONSOR@COMCAST.NET
847-863-8803

REVISIONS		
DATE	DESCRIPTION	
02/06/25	REVISIONS FOR PUD	

Permit Number
HEALTH
-

Permit Number
PLANNING
-

LICENSED PROFESSIONAL ENGINEER
ALBERT M SCHMITT
062-060281
ILLINOIS
EXPIRES: 11-30-2025

UTILITIES PLAN
CONGRESS PARKWAY & EXCHANGE DR
CRYSTAL LAKE, IL 60014
P.I.N. 19-04-404-001

SCHMITT ENGINEERING
215 West Calhoun Street, Woodstock, Illinois 60098
Phone (815) 337-7810
www.schmittengineering.com

Drawn By
TJM
Checked By
AMS
Date
01/08/2025
Scale
1" = 30 Ft.
Sheet
4 of 8
Job Number
240912

Y:\PLATS\2024\240912-Konsor_T-\240912.dwg-Utilities Plan-2/11/2025 3:04 PM

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, OCTOBER 2, 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, Repholz, Skluzacek, and Teetsov were present. Ms. Mason and Mr. Smith were absent.

Elizabeth Maxwell, City Planner was present from Staff.

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

APPROVE MINUTES OF THE SEPTEMBER 18, 2024 PLANNING AND ZONING COMMISSION MEETING

Mr. Gronow made to approve the minutes from the September 18, 2024 Planning and Zoning Commission meeting. Ms. Repholz seconded the motion. On voice vote, all members voted aye. Motion passed.

2024-172 – CONGRESS PARKWAY – CONCEPTUAL PLANNED UNIT DEVELOPMENT

Conceptual Planned Unit Development for a 24-unit age-restricted apartment building.

Mr. John Konsor, developer, and Mr. Jeffrey Letzter, architect, were present to represent the petition. Mr. Greenman thanked the petitioner for staying so late. Mr. Konsor introduced himself, his wife Joanna, Mr. Al Schmitt the Engineer and Mr. Jeffrey Letzter the architect.

Mr. Konsor stated he has spent 30 years in the residential business. He introduced the project stating this will be 24 age restricted units. This is a good location since there are 60 age restricted unit to the south. It's near medical offices, close to Route 14, easily accessible and not noisy. His market analysis shows there is a need. The subsidized housing units in the area have waiting lists. The site is too small to be viable commercial.

Mr. Letzter described the site layout. They wanted to make it three stories to maximize the units and minimize the footprint on the site. They are only at 44% coverage. They have already started making changes based on the staff cursory comments. There are one and two–bedroom units. There is a 10-unit garage building on the site as well. He talked about the architecture and the design features.

Mr. Greenman stated he is ok with the change to the Comprehensive Land Use Plan change. The plan is an evolving document so it is ok. He asked about the age of the residents. Mr. Konsor stated it is for age 55 and up and some will still be working. There is no nursing care. The costs would be about $1,800 for

a one-bedroom and about $2,100 two-bedroom. This is a smaller development project that will fill a need for a lower price unit.

Ms. Repholz questioned that only 10 residents would have garages.

Ms. Teetsov said she likes the Congress Parkway Apartment's development as it acts like a neighborhood. The detached garages are not great for older residents especially in the snow and rain if they have to carry groceries.

Mr. Greenman said he cannot support the variations. He noted the developer chose this smaller lot so he needed to make a project that fit the standards. So even though they can support this moving forward they may still get no votes about the variations or specifics of the plans.

Mr. Konsor noted that Clover had a parking analysis that showed they needed below what the ordinance said for parking. He drove past the other senior residential developments in the area and noticed their parking lots were not full.

Mr. Greenman said they have a limited purview at this time and there will be more comments during the preliminary review.

Ms. Repholz is concerned about the limited parking and that this could be considered spot zoning. She likes the modest size and the age restrictive. The parcel has been vacant and this is a good use.

Mr. Skluzacek asked if the building will have an elevation. The developer confirmed it would.

Mr. Greenman stated there is a lot of traffic on Congress Parkway. He should make the development look really nice from the roadways. He encouraged them to be creative.

Mr. Konsor asked what criteria are needed to get the same density variations. Mr. Greenman said he should review acquisition of density bonuses from the code. He asked if they would support the rezoning. Based on a straw poll all members stated they would support the rezoning. He had no further questions and they thanked him for coming.

REPORT FROM PLANNING

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

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Ms. Teetsov made a motion to adjourn the meeting. Ms. Repholz seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 11:02 p.m.

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Target Marketing and Tracking Software Agreement Extension

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a one-year extension agreement with sole source provider Placer Labs, Inc., for the continued use of the Placer.ai software in the amount of $26,229 for one year.

Staff Contact: Kathryn Cowlin, Director of Community Development
Heather Maieritsch, Economic Development Manager

Background:

At the February 18, 2025 City Council meeting, the Council authorized and approved the database as part this year's marketing plan for the City. This would be our third year utilizing the Placer.ai software, a unique database tool used to better understand our current market. There was a price increase from last year's rate of $24,980 to $26,229.

Placer Labs, Inc. was selected and approved by the City Council previously as a sole source as there are no other companies that provide this type of specific data with the level of accuracy and detail. Placer.ai is a platform that provides foot-traffic data to measure visitation, view trends, benchmark the competition, discover new audiences and find the ideal tenants for properties. The platform provides insights into places and competition, allowing the ability to discover new business opportunities. The Placer.ai dashboard provides accurate foot traffic counts and dwell time allowing filtering by time, day of week and customer segments. We have created a Downtown boundary and have been able to see what the busiest and slowest days are and how events have impacted the Downtown.

City staff recommends the continued use of Placer.ai since it has become an important tool in maintaining a high level of business attraction and outreach to existing businesses that are identified as struggling in the market. The Placer.ai software meets the goals of the City in the following ways:

- Tracks performance of our businesses in regards to other locations around the State and Country.

- Enables us insight into the market in regards to individuals shopping and dining behaviors to more accurately target market businesses to open in the Crystal Lake market.

Recommendation:

It is the staff recommendation to adopt a resolution authorizing the City Manager to execute a one-year extension agreement with sole source provider Placer Labs, Inc., for the continued use of the Placer.ai software in the amount of $26,229 for one year.

As the City's Procurement Officer, the Finance Director has determined, after conducting a good faith review of available sources, that one source for the required supply, service, or construction item, Placer.ai, is in the best interest of the City.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS, the City of Crystal Lake is a home rule Illinois municipality; and

WHEREAS, the City of Crystal Lake has invested in Placer Labs, Inc. and the Placer.ai software platform since 2023 to provide the City with economic development data; and

WHEREAS, the City Council has found and determined that a continued relationship with Placer Labs, Inc. would be in the best interest of the City and its residents.

THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be authorized to execute a one-year extension to the agreement with the sole source provider Placer Labs, Inc., for the continued use of the Placer.ai software in the amount of $26,229 for one year.

Draft

DATED this 15th day of April 2025.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
City Clerk

PASSED: April 15, 2025
APPROVED: April 15, 2025

PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this "**Amendment**"), dated as of March 25, 2025 (the "**Amendment Date**"), modifies the Order Form executed by The City of Crystal Lake ("**Customer**") and Placer Labs, Inc. ("**Placer**") on or about May 3, 2023 (together with any other prior amendments thereto, the "**Order Form**"). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 12 months starting May 3, 2025 ("**Renewal Date**").

2. Starting on the Renewal Date, the Annual License Fee will increase, from $24,980 to $26,229.

3. Customer will receive an invoice for this upcoming Additional Term on the Renewal Date.

4. In all other respects, the Order Form shall remain in full force and effect.

Draft

The	Placer Labs, Inc.
By: ✕ Signature	By:
Name: Heather Maieritsch	Name:
Title: Economic Development Manager	Title:

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Bid Rejection and Award – Fire Rescue Department Uniforms

Staff Recommendation: 1. Motion to reject the Fire Rescue Department Uniform Pricing bids from the bid opening on March 20, 2025; and

2. Motion to award the contract for the purchase of Fire Rescue Department Uniforms to the lowest responsive and responsible bidder, Today's Uniforms Inc, and adopt a Resolution authorizing the City Manager to execute a one-year agreement in the submitted bid amounts, with four optional one-year extensions, with annual pricing increases not to exceed the lower of the past 12-months CPI or 4%.

Staff Contact: Craig Snyder, Fire Rescue Chief

Background:
On Thursday, March 20, 2025, the City of Crystal Lake publicly opened the bids received for Fire Rescue Department uniform pricing for up to five (5) years beginning May 1, 2025. Upon reviewing the two bids received, the City identified additional clothing that was not included in the bid specifications. The City subsequently contacted bidders regarding a re-bid of the project.

On Friday, April 4, 2025, the City publicly opened and read aloud the bids received for Fire Rescue Department Uniform Pricing. The lowest responsible and responsive bidder will furnish dress uniforms, work uniforms, badges, and nametags purchased throughout the year by the Fire Rescue Department. Prices for each individual item bid were evaluated for compliance and compared against the other bidders. The bid specifications included the basis for determining the lowest responsive and responsible bidder on the cost to outfit a new firefighter with their uniform.

The following is a breakdown of the costs to outfit a new firefighter with uniforms:

Bidder	Bid
√Today's Uniforms, Inc. (Crystal Lake, IL)	$1,162.25
Eagle Uniform (Crestwood, IL)	$1,187.00
*Dinges Fire Company (Amboy, IL)	$943.04

√Lowest responsive and responsible bidder.
*Incomplete bid submitted.

The bid specifications asked each bidder to list the price for each line item and to note whether they comply with the specification or if they have an alternative product. The bid submitted by Dinges Fire Company did not include pricing for various items to outfit a new firefighter, and no alternative was proposed. Today's Uniforms, Inc. submitted a complete bid. Today's Uniforms has provided Fire Rescue Department uniforms for the past five-years and has performed satisfactorily. There are sufficient funds in the FY 2025 Budget for the pricing received.

A price adjustment clause is built into the agreement for the remaining four years of the agreement. All prices shall remain firm for twelve (12) months after date of award. Any price changes after the initial one-year term may be requested by the contractor or the City at each renewal period. In the event new prices are not acceptable to the City Manager, the agreement may be cancelled.

Recommendation:

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 Fire Rescue Department and Finance Department have reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. It is staff's recommendation to reject the bids received on March 20, 2025, and to award the contract to the lowest responsive and responsible bidder, Today's Uniforms Inc., in the submitted bid amounts from the April 4, 2025 bid. The bid prices received for the aforementioned items will be valid for 12 months, beginning May 1, 2025. Annual pricing increases are not to exceed the lower of the past 12-months CPI or 4%.

Votes Required to Pass:

Simple majority

Res. 25R-___

RESOLUTION

WHEREAS the City of Crystal Lake received and publicly opened bids for Fire Rescue Department Uniform Pricing on March 20, 2025; and

WHEREAS the bids received did not include all required uniforms for the Fire Rescue Department; and

WHEREAS the City of Crystal Lake bid the project again and received and publicly opened bids for Fire Rescue Department Uniform Pricing on April 4, 2025; and

WHEREAS the lowest responsive and responsible bidder is Today's Uniforms, Inc.

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 bids of March 20, 2025 are hereby rejected; and

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to execute a purchase agreement between the City of Crystal Lake and Today's Uniforms, Inc. for Fire Rescue Department uniform pricing beginning May 1, 2025 in the submitted bid amounts, with four optional one-year extensions, with annual pricing increases not to exceed the lower of the past 12-months CPI or 4%.

DATED this 15th day of April, 2025

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: April 15, 2025
APPROVED: April 15, 2025

Draft

Fire Rescue Department Uniform Pricing Re-Bid Tabulation				
QTY	Description	Dinges Fire Co.	Today's Uniforms	Eagle Uniforms
2	Polo Shirts	$97.40	$105.90	$132.00
2	Class B Shirts	$93.60	$125.90	$110.00
1	Job Shirts	$59.62	$69.95	$91.00
4	Pants	$273.72	$279.80	$248.00
4	T-Shirts	$66.50	$102.90	$128.00
1	Duty jacket	-	$69.95	$80.00
1	Belt	$25.20	$25.95	$28.00
2	Badges	$250.00	$271.90	$300.00
2	Name Tags	$77.00	$110.00	$70.00
		$943.04*	$1,162.25√	$1,187.00
√Lowest Responsive and Responsible Bidder. *Incomplete Bid				

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: April 15, 2025

Item: Bid Award – Sanitary Sewer Pump Station No. 12 (380 E. Terra Cotta Avenue) Underground Storage Tank Removal

Staff Recommendation: Motion to award the contract for the Sanitary Sewer Pump Station No. 12 Underground Storage Tank Removal to the lowest responsive, responsible bidder, Crowne Industries, Ltd., and adopt a Resolution authorizing the City Manager to execute a contract with Crowne Industries, Ltd. in the amount of $60,255.00 with a 10% contingency for unforeseen expenses and to approve warranted completion date extensions

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

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Background:
In 2024, the diesel generator at Sanitary Pump Station #12 was replaced with a natural gas generator. The previous generator operated on diesel fuel supplied by an underground storage tank. Transitioning the pump station generator to natural gas has eliminated the need to maintain the underground storage tank on-site. Removing the abandoned underground diesel fuel tank will also eliminate the need for ongoing monitoring and inspections, as well as the risk of leaks that could require environmental remediation.

On March 18, 2025, staff publicly opened and read aloud the bids received for the Sanitary Sewer Pump Station No. 12 Underground Storage Tank Removal. The bid results are listed below:

Bidder	*Total Bid*
√ Crowne Industries, Ltd.	$60,255.00

√ Indicates recommended lowest responsive and responsible bidder.

City staff reached out to multiple contractors, and the bid was advertised in accordance with the City's procurement procedures; however, only one bid was received. Underground storage tank removal is a specialized task that requires technical expertise and regulatory compliance, and only a limited number of regional contractors perform this type of work. Crowne Industries, Ltd. previously performed work for the City, removing three (3) underground storage tanks at the Municipal Complex in 2020 as part of the Fuel Island Replacement Project. City staff were satisfied with the work during the previous UST removal.

Recommendation:

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 Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. The City has previously worked with Crowne Industries, Ltd. on an underground storage tank removal project and was satisfied with their performance. It is the recommendation of staff to award the contract to the lowest responsive, responsible bidder, Crowne Industries, Ltd., for the Sanitary Sewer Pump Station No. 12 Underground Storage Tank Removal. Funding for the project is included in the 2025 budget and this project was programmed in the City's five-year Capital Improvement Program (CIP).

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has replaced the diesel fuel powered generator at Sanitary Sewer Pump Station No. 12 located at 380 E. Terra Cotta Avenue with a natural gas powered generator; and

WHEREAS the natural gas powered generator is operational, and the underground diesel fuel storage tank located at the site is no longer necessary; and

WHEREAS it is in the best interest of the CITY to remove the abandoned underground diesel fuel storage tank to eliminate the necessity of tank maintenance and reduce the risk of potential environmental impacts; and

WHEREAS the CITY received and publicly opened bids for Sanitary Sewer Pump Station No. 12 Underground Storage Tank Removal on March 18, 2025; and

WHEREAS the lowest responsive and responsible bidder is Crowne Industries, Ltd., of Streamwood, Illinois.

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

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Crowne Industries, Ltd. for Sanitary Sewer Pump Station No. 12 Underground Storage Tank Removal in the amount of $60,255.00; and

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

Draft

DATED this 15th day of April, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: April 15, 2025
APPROVED: April 15, 2025

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE

LIFT STATION #12 UST REMOVAL

BIDDER'S PROPOSAL

Full Name of Bidder Crowne Industries, Ltd. ("Bidder")

Principal Office Address 651 S. Sutton Rd., #214, Streamwood, IL 60107

Local Office Address _____

Contact Person Robert Sumoski Telephone 630.497.9009

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

Attention: ***Michael Wisinski – Public Works Manager***
SEALED BID: LIFT STATION #12 UST REMOVAL

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, 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 ***LIFT STATION #12 UST REMOVAL***; (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

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

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

COMPLETE TABLE AS INDICATED

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	Mobilization and Tank Decommissioning	LS	1	$ 5,000.00	$ 5,000.00
2	Fuel and Residual Liquid Removal	GAL	1,000	$ 1.30	$ 1,300.00
3	UST, Piping, and Monitoring Well Removal and Disposal	LS	1	$ 16,250.00	$ 16,250.00
4	P.C. Concrete Removal	SY	20	$ 25.00	$ 500.00
5	Excavation Dewatering Containerization and Disposal	GAL	2,000	$ 1.30	$ 2,600.00
6	Earth Excavation	CY	120	$ 15.00	$ 1,800.00
7	Soil Disposal Analysis and Profiling	EA	1	$ 600.00	$ 600.00
8	Disposal of Excavated Materials – Non-Special Waste	TN	180	$ 74.00	$ 13,320.00
9	Aggregate Base Course, CA-6	TN	180	$ 80.00	$ 14,400.00
10	Asphalt Replacement	SY	33	$ 135.00	$ 4,455.00

TOTAL CONTRACT PRICE:

Sixty Thousand, Two Hundred Twenty Five (in writing) Dollars and zero (in writing) Cents

60,225 (in figures) Dollars and 00 (in figures) Cents